

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): KesslerConsulting_EQ_20240215

Project Code: Click here to enter text.

Contract type: Agreement

Contracted Services/Goods: Waste Composition Study

Contract Component: Master

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

Vendor Name: Kessler Consulting, Inc.

Effective Date: 02/15/2024

Approved by: County Manager

Date approved by the BOC: Click here to enter text.

Ending Date: Click here to enter a date.

Total Amount: \$24,500.00

Please Return Contract to:

Name: Shannon Culpepper

Email:

shannon.culpepper@chathamcountync.gov

Special Instructions for Clerks Office:

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

By: [Signature] (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 this 15 day of February, 2024 by Chatham County, a corporate and body politic of the State of North Carolina (the "County") and Kessler Consulting, Inc. (the "Contractor"). Either the County or the Contractor may be referred to herein as a "Party" or collectively as the "Parties."

WHEREAS, the 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 mutual agreement described below, the Parties agree as follows:

1. **Term of Agreement:** The term of this Agreement shall commence on February 12, 2024, and end on June 30, 2024, unless terminated hereinafter set forth.
2. **Scope of Service:** The Contractor shall provide to the County the goods and/or service (the "Services") set forth in the "Scope of Work" attached hereto as Appendix 1.
3. **Compensation:** As compensation for the Services to be provided by the County, the County shall pay the Contractor not to exceed the sum of \$24,500.00, payable within thirty (30) days from receipt of proper invoice and proper documentation that the goods/services have been delivered or provided in accordance with this Agreement 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 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.
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, address as follows:

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

Kessler Consulting, Inc.
Attn: Mitch Kessler, President
Address: 14620 N Nebraska Ave, Bldg. D
Tampa, Florida 22613
813-971-8333
mk@kesconsult.com

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 the 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 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 provisions of this Agreement shall not operate or be construed as waiver of subsequent or other breach thereof.
15. Termination: This Agreement may be terminated as follows:
 - a. 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:
 - i. Failure to respond to reasonable requests from the County to provide the Services covered by this Agreement.
 - ii. 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.

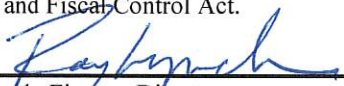
- iii. Failure to maintain the insurance required by this Agreement.
 - iv. Charging rates or fees in excess of those permitted under this Agreement.
 - v. Inefficient, or unsafe practices in providing Services.
 - vi. The material breach of any provision of this Agreement.
- b. Convenience: The County 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 that 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 Services 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 an 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: By signing this Agreement, Contractor certifies that (*if applicable*) Contractor, and any of Contractor's subcontractor 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, 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

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


 Roy Lynch, Finance Director

CONTRACTOR

By: 
 Name: Mitch Kessler
 Title: President

APPENDIX 1

SCOPE OF WORK: Kessler Consulting, Inc. (Contractor) will conduct a Waste Characterization Study (WCS) for the County to determine the composition of municipal solid waste (MSW) and bulky waste collected at each of the County's twelve (12) Collection Centers.

During the WCS, one sample will be pulled from each compactor box and pre-crusher box for hand sorting. Visual assessments will be performed on the bulky waste containers. Separate compositions will be calculated for the MSW, pre-crusher bulky waste, and bulky waste collected in roll-off containers. This WCS will provide important data to the County regarding the quantities and types of recoverable material in their MSW stream and assist the County in their ongoing waste reduction efforts.

The Contractor will conduct a three-day sorting event located at the Solid Waste & Recycling Main Facility. It is originally scheduled for March 11-13, 2024. The dates may be adjusted if needed.

PROJECT NAME: Waste Composition Study

SCOPE OF SERVICES:

Throughout the sorting event, the County will provide:

- A safe, secure location at the Main Facility where all sampling and sorting activities will be conducted.
- Delivery of all compactors, pre-crushers, and bulky waste containers during the sorting event.
- A front-end loader or skid steer and operator to pull the sample at the direction of Contractor staff and to load material into transfer trailers.
- Transfer trailers for unsampled waste and sorted samples.
- Removal and disposal of waste.

The Contractor scope of service is detailed in the scope document provided by Kessler Consulting, Inc.

TOTAL COMPENSATION: Not to exceed the sum of \$24,500.00.

If the County is able to provide laborers for the sorting crew, the cost will be reduced by up to \$4,000.00.

COMPLETION DATE: June 30, 2024

APPENDIX 2

INSURANCE REQUIREMENTS

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

Kessler Consulting Inc. Waste Composition Study Scope



February 7, 2024

Shannon Culpepper
Chatham County Solid Waste & Recycling
28 County Services Road
Pittsboro, NC 27312

RE: 2024 Waste Composition Study

Dear Ms. Culpepper:

Kessler Consulting, Inc. (KCI) is pleased to submit this proposed scope of work to conduct a waste composition study (WCS) of municipal solid waste (MSW) and bulky waste collected at the Chatham County's (County) collection centers. This WCS will be conducted using similar methodology to the previous WCSs that KCI conducted for the County in 2021, 2017, 2014, and 2011 in order to allow comparison to previous WCSs.

Study Objective

The objective of this scope of work is to determine the composition of MSW and bulky waste collected at the County's twelve collection centers. At each center, MSW is collected in either a compactor box or bulky waste container. In addition, two collection centers have a pre-crusher box for bulky waste. During the WCS, one sample will be pulled from each compactor box and two samples will be pulled from each pre-crusher box for hand sorting. Visual assessments will be performed on the tipped loads from the bulky waste containers. Separate compositions will be calculated for the MSW, pre-crusher bulky waste, and bulky waste. This WCS will provide important data to the County regarding the quantities and types of recoverable material in their MSW stream and assist the County in their ongoing waste reduction efforts.

Assumptions

KCI proposes conducting a three-day sorting event at the County's Main Facility located at 28 County Services Road, Pittsboro, NC 27312.

Throughout the sorting event, KCI will provide:

- An experienced Field Manager and Sorting Supervisor to oversee all sampling, sorting, weighing, and data recording.
- Two scales (primary and backup), calibrated to 0.05 pounds.
- All sorting equipment, including a customized sorting table, bins, hand tools, and tarps.
- All safety equipment, which includes inner and outer gloves, face masks, disposable coveralls, safety glasses, safety vest, and closed-toed work boots.
- Primary and backup tablet computers for electronic data recording.
- A portable restroom for use by KCI staff and laborers.
- Laborers to assist with sorting activities at the direction of KCI.

- Lunch, snacks, and drinks to laborers to ensure their safety and optimal performance.

KCI has assumed the County will be providing:

- A safe, secure location under cover at which all sampling and sorting activities will be conducted.
- Delivery of all compactors, pre-crushers, and bulky waste containers during the sorting event. Note that prior to the sorting event, the collection schedule of these containers may need to be adjusted to ensure that the container is mostly full when tipped for the sorting event.
- A front-end loader or skid steer and operator to pull the sample at the direction of KCI staff and to load material into transfer trailers.
- Transfer trailers for unsampled waste and sorted samples.
- Removal and disposal of all waste.

Scope of Services

Outlined below are the anticipated tasks and activities for completing the WCS.

Task 1: Project Kick-off and Development of WCS Protocols and Schedule

KCI will initiate the project and conduct a kick-off meeting to confirm and finalize the County's objectives and to request relevant information to plan the WCS. Based on the information provided and discussions with County staff, KCI will develop the parameters, methodology, and schedule to be used during the sorting event. These will be based on what KCI has done on previous WCSs to allow comparison to previous results.

Activities:

1. Participate in a kick-off meeting to confirm project objectives and identify any additional information needed to plan and conduct the WCS.
2. Request, review, and evaluate relevant information and data provided by County staff.
3. Work with County staff to confirm dates for the sorting event, tentatively scheduled for the week of March 11.
4. Work with County staff to finalize the details regarding the sorting location at the facility and to coordinate equipment needs and plan fieldwork logistics.
5. Develop a draft Sampling and Sorting Protocol for review and approval by County staff. KCI will develop a detailed protocol outlining material sampling and sorting. The protocol will detail the:
 - Final responsibilities of the County and KCI staff throughout the sorting event.
 - Sampling schedule outlining which collection center containers will be delivered each day to be sampled.
 - Method by which samples will be taken from loads of MSW and pre-crusher bulky waste.
 - Method for performing the visual assessment of bulky waste.
 - List of material categories, along with definitions and examples, into which the samples will be sorted and used in the visual assessments.
 - Sorting procedures to be followed throughout the sorting event to complete the WCS safely and successfully.

- Weighing and analytical procedures by which sorted materials will be weighed during and analyzed following the sorting event.
6. Submit a draft Site Safety Plan for review and approval by County staff.
 7. Finalize the Sampling and Sorting Protocol and Site Safety Plan based on comments received from County staff.
 8. Conduct all pre-fieldwork mobilization activities including obtaining necessary equipment and supplies, coordinating temporary labor, and communicating with appropriate County staff.

Deliverables:

- Final Sampling and Sorting Protocol that includes a sampling and sorting schedule, methodology to be used to collect and sort all samples, visual assessment methodology, and a list of defined material categories.
- Final Site Safety Plan outlining the sorting and safety practices to be followed by all sort staff.

Task 2: Conduct the Sorting Event

Following the approval of the Sampling and Sorting Protocol, KCI will mobilize its crew and sorting equipment to conduct the onsite sampling and hand-sorting of MSW and visual assessment of bulky waste in accordance with the approved Sampling and Sorting Protocol and Site Safety Plan.

Activities:

1. Mobilize KCI's field crew and sorting equipment.
2. Provide a Field Manager, Sorting Supervisor, and local day laborers to assist with the sorting event. If the County is able to provide dedicated staff for the duration of the sorting event, the number of day laborers will be reduced accordingly.
3. Conduct the sorting event. KCI will pull one 200-pound sample from each compactor and two 200-pound sample from each pre-crusher box. KCI will follow the sampling schedule detailed and approved in the Sampling and Sorting Protocol.
 - KCI's Field Manager leads daily training sessions to review proper sorting techniques and safety protocols. While we encourage our day laborers to work the entire sort with us, the daily training sessions ensure that all workers understand their roles and responsibilities if the day laborers change.
 - KCI's Field Manager and Sort Supervisor continually observe the material category bins to ensure proper sorting and record weight data on our iPad® tablet to ensure accurate data recording. The spreadsheet for each sample is immediately saved to the tablet, and all data is backed up to the cloud each evening for data security.
 - KCI's Field Manager will conduct the visual assessment on all bulky waste loads.

Task 3: Analyze Data and Prepare WCS Report

KCI will analyze the sorting event data to determine the composition of MSW and bulky waste from the County's unincorporated areas.

Activities:

1. Analyze data to calculate the following:

- Average percentage by weight of each material category with 90 percent confidence interval of the compactor MSW.
 - Average percentage by weight of each material category of the pre-crusher bulky waste.
 - Average composition by volume and by weight of each material category with 90 percent confidence interval (volume basis only) of the bulky waste collected in roll-off containers.
2. Prepare a draft report based on the results that includes the following:
 - Summary of WCS goals, objectives, and methodologies.
 - Composition results calculated above.
 - Comparison of data to previous WCSs that KCI has conducted for the County.
 - Discussion of WCS findings and conclusions.
 3. Discuss the report with appropriate County staff.
 4. Finalize and submit the report based on comments and discussions with County staff.

Deliverables:

- Draft and final WCS report.

COMPENSATION AND SCHEDULE

KCI proposes to conduct the WCS on a time-and-material basis for an amount not to exceed \$24,500, including all labor and expenses, without the County's prior approval. Expenses will be billed at cost without mark-up. If the County is able to provide laborers for the sorting crew, the cost would be reduced by up to \$4,000, depending on the number of laborers the County provides.

KCI is ready to initiate Task 1 planning immediately upon receiving a Notice to Proceed from the County. KCI is tentatively targeting the week of March 11 to conduct the Task 2 sorting event. This date will be finalized in Task 1. The draft report will be provided to the County within 60 days following completion of the sorting event.

In addition, KCI has reached out to The Recycling Partnership to determine the interest in providing funding for conducting a recyclables composition study immediately following the WCS that will allow the recyclables capture rate to be calculated. If this work is approved, the results of both studies will be combined into a single report.

KCI appreciates the opportunity to submit this scope of work and to continue assisting the County with its solid waste and recycling needs. Please do not hesitate to contact me if you have questions or would like additional information concerning our qualifications or this scope of work.

Sincerely,

Kessler Consulting, Inc.



Mitch Kessler
President