

HABERSHAM COUNTY BOARD OF COMMISSIONERS

EXECUTIVE SUMMARY

SUBJECT: HHNT General Consulting Pea Ridge 2023

DATE: 2-7-23

☒ **RECOMMENDATION**

☐ **POLICY DISCUSSION**

BUDGET INFORMATION:

☐ **STATUS REPORT**

~~ANNUAL-~~ \$30,000

☐ **OTHER**

~~CAPITAL-~~

COMMISSION ACTION REQUESTED ON: 2-20-23

PURPOSE: The purpose of this agenda item is to consider the approval of Hodges, Harbin, Newberry and Tribble's General Consulting Services for the Pea Ridge Landfill.

BACKGROUND / HISTORY: The Pea Ridge landfill requires the services of a Professional Engineer to sign off on Design and Operation plans and other related matters that must be submitted to the Georgia Environmental Protection Division. They assist with the Corrective Action Plan for the contaminated groundwater.

FACTS AND ISSUES: HHNT has been the with the landfill since the 90's and know the inner workings of the landfill. They have always provided excellent service. Changing to another engineer would be a very chaotic undertaking. We have groundwater contamination that they help in engineering of monitoring wells and offsite assessments.

OPTIONS:

- 1) Approve recommendation
 - 2) Deny recommendation
 - 3) Commission defined alternative
-

RECOMMENDED SAMPLE MOTION: Motion to approve the contract between Hodges, Harbin, Newberry, and Tribble and Habersham County for General Consulting.

DEPARTMENT:

Prepared by: Laurie Church

Director: Laurie Church

**ADMINISTRATIVE
COMMENTS:**

_____**DATE:**_____

County Manager



HODGES, HARBIN,
NEWBERRY & TRIBBLE, INC.

Consulting Engineers

January 19, 2023

Ms. Laurie Church
Solid Waste Director
Habersham County
4900 Dicks Hill Parkway
Mt. Airy, GA 30563

**Re: Habersham County Pea Ridge Landfill
General Consulting and HSI / Corrective Action Groundwater Consulting - 2023
HHNT Project No. 3352-017-01**

Dear Ms. Church:

Hodges, Harbin, Newberry & Tribble, Inc. is pleased to submit this proposal for 2023 General Consulting and HSI / Corrective Action Groundwater Consulting for the subject landfill. These services include, but are not limited to:

General Consulting:

1. Coordination of the routine groundwater, surface water and leachate sampling, analysis and reporting as required by the Solid Waste Permit.
2. Assistance with routine landfill cap maintenance and repairs.
3. General operational assistance (On-Call Support).

Note: These tasks are separated since they are not eligible for reimbursement from the Solid Waste Trust Fund.

Estimated Annual Fee\$5,000.00

HSI / Corrective Action Groundwater Consulting:

1. Coordination of the assessment groundwater and surface water sampling, analysis and reporting as required by the Corrective Action Plan.
2. Coordination of Groundwater Assessment Report that defines the nature and extent of the plume.
3. Preparation of minor modification to update the facility's Environmental Monitoring Plan to show the locations of the new groundwater assessment monitoring wells and add new off-site acreage into the solid waste handling permit.
4. Preparation of Corrective Action Source Control Plan that shows conceptual design and engineering cap improvements.
5. Assist BLE with preparation of the Corrective Action Plan addendum.

6. Meeting and discussions with EPD, as needed.
7. Meetings and discussions with County Staff and Commissioners, as needed.
8. General operational assistance (On-Call Support).

Estimated Annual Fee\$25,000.00

Total Estimated Annual Fee\$30,000.00

We will invoice on a time and materials basis at our standard hourly rates (see attached). The fee estimate shown is our attempt to predict the effort required to provide the appropriate support to the landfill. Invoicing for sampling, analysis, surveying, etc. will be performed by others and sent separately from the HHNT billing.

HHNT estimates our fee for the work described will be \$30,000. Work will be invoiced monthly on a time, material, and expense basis in accordance with our standard hourly rates (attached).

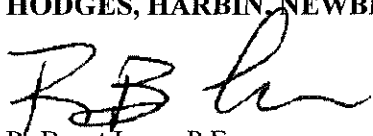
This fee estimate is based on our understanding of the project as of the date of this proposal. In addition, this proposal does not include any permit fees, application fees, or subcontractor fees for work required by others. It is assumed that those fees (if required) will be paid directly by the Owner. Any services not specified in this proposal are not included in this scope of work.

This proposal is valid for 30 days. If this proposal is acceptable, please sign the acceptance line at the end of this proposal and one (1) copy of the attached Proposal Acceptance Sheets and return to us.

Should you have any questions, please call.

Sincerely,

HODGES, HARBIN, NEWBERRY & TRIBBLE, INC.



R. Brant Lane, P.E.
Principal

RBL/jb

Enclosure

Acceptance of Proposal

Date

cc: Laurie Church (w/ electronic enclosure)

HODGES, HARBIN, NEWBERRY & TRIBBLE, INC.

3920 Arkwright Road, Suite 101, Macon, Georgia 31210

Phone (478) 743-7175

Fax (478) 743-1703

PROPOSAL FOR CONSULTING SERVICES ACCEPTANCE SHEET

PROJECT NO. 3352-017-010 PROPOSAL DATE January 19, 2023

CLIENT NAME AND ADDRESS (PERSON OR COMPANY RESPONSIBLE FOR PAYMENT)

(hereinafter referred to as the "Client")

Ms. Laurie Church

Habersham County Pea Ridge Landfill

4900 Dick Hill Parkway

Mt. Airy, GA 30563

PROJECT NAME General Consulting & HIS / Corrective Action Groundwater Consulting - 2023

PROJECT SITE Habersham Count Pea Ridge Landfill

DESCRIPTION

PRICE \$30,000.00

PROGRESS SCHEDULE

Note: This Proposal shall remain open for a period of thirty (30) days immediately following the date of this Proposal. Should Client not accept this Proposal within such time period, this Proposal shall be void.

Authorized Representative Approval:

In absence of this document being signed by the Authorized Representative, the Client hereby acknowledges and agrees that an assignment of a purchase order, or email authorization shall serve as acceptance and approval by the Client for the scope, schedule and fee enumerated herein.

Proposal Acceptance:

This Proposal, along with the Terms and Conditions which are incorporated herein and made a part hereof, are accepted by the Client and Hodges, Harbin, Newberry & Tribble, Inc. (referred to herein as the "company" or "HHNT") on this _____ day of _____, 2023.

Client

Hodges, Harbin, Newberry & Tribble, Inc.

Name (Print):

Name (Print): R. Brant Lane

Signature:

Signature:

Title:

Title: Principal

Date:

Date: January 19, 2023

(if applicable)

Last Revised December 9, 2022

TERMS AND CONDITIONS TO PROPOSAL FOR CONSULTING SERVICES

1. PAYMENT TERMS

Payment is due immediately upon Client's receipt of our invoice and is past due if not received within thirty (30) days from the date of the invoice. An interest payment of Eighteen Percent (18%) per annum, or the maximum amount allowed by law, shall be added in the event a payment is not made by Client within thirty (30) days of the date of the invoice.

2. INSURANCE

We agree to maintain, subject to normal industry exclusions, statutory workers' compensation coverage, employer's liability, comprehensive general liability insurance coverage, automotive liability insurance coverage, and professional liability coverage, in accordance with the laws of the state applicable to the work performed. Client may request certificates of coverage identifying the details and limits of such insurance coverage. If Client prefers for us to have higher limits of professional liability, the limits of our professional liability can be increased to a maximum of One Million Dollars (\$1,000,000.00) upon the written request of the Client at the time of its acceptance of the Proposal for Consulting Services (the "Proposal"), provided that Client agrees to pay an additional consideration because of the greater risk insured.

3. WARRANTY AND LIABILITY

A. Standard of Care - Services rendered hereunder will be performed in accordance with that degree of care and skill ordinarily exercised by competent members of our profession in the performance of services of a similar nature and under similar conditions practicing in the same or a similar locality. NO OTHER WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, IS MADE OR INTENDED BY THE PROPOSAL FOR CONSULTING SERVICES, OR BY FURNISHING ANY ORAL OR WRITTEN REPORTS OF THE FINDINGS MADE, OR BY MAKING ANY REPRESENTATIONS REGARDING THE SERVICES PERFORMED HEREUNDER.

B. Limitation of Liability - Client's remedies with respect to defects or deficiencies in our company's services which are correctable are limited to either (i) the re-performance of such portion of the services or (ii) a refund of the amount of compensation paid to us for such portion of the services. Client expressly agrees that any and all liability of our company, its agents or employees, to Client on account of any error or omission, whether in contract, tort (including negligence, whether sole or concurrent) or otherwise arising out of, connected with, or resulting from the services provided hereunder shall be limited to a sum not to exceed Fifty Thousand Dollars (\$50,000.00) or the amount of the total contract fee paid by Client, whichever is greater. In no event shall our company be liable for any special, indirect, incidental or consequential loss or damages or punitive damages.

C. Claims - In the event that (i) Client makes a claim against our company, at law or otherwise, for any alleged error, omission, or other act arising out of the performance of these professional services, and Client does not succeed in obtaining judgment thereon, or (ii) if legal action is brought by our company against Client to enforce any of the obligations hereunder, and we succeed in obtaining judgment against Client thereon, then, in either event, Client shall pay all costs incurred by us, including but not limited to staff time, attorney's fees, court costs and all other claim-related expenses.

4. FIELD MONITORING

Client understands that our company may make on-site observations appropriate to the work or construction stage. If used in the Proposal on other contract documents, the words "supervision", "inspection", or "control" are used to mean periodic observation of the work and the condition of tests to verify substantial compliance with the plans, specifications and design concepts. Monitoring by our employees does not mean that our company is observing placement of all materials. Unless otherwise specified, all firms providing services on the project are direct contractors of the Client, and the Client agrees that our company will not assume responsibility for any contractor's means, methods, techniques, sequences, or procedures

of construction and that the field services provided by our company will not relieve any contractor of its responsibilities for performing the work in accordance with the plans and specifications.

5. SAFETY

Nothing herein shall be construed to relieve Client or any other consultants, contractors, or subcontractors from their responsibilities for maintaining a safe Project Site. Our company is responsible only for the health and safety of our employees and subcontractors and shall not be responsible for the Project Site safety. Should Client or its contractors be conducting activities on the Project Site, our company shall not be responsible for site safety and shall have no right or obligation to direct, interfere with, or stop the work of Client's contractors, agents, or employees. Should our company provide observations or monitoring services at the Project Site during construction, Client agrees that, in accordance with generally accepted construction practice, the contractor, or Client, will be solely and completely responsible for working conditions on the Project Site, including safety of all persons and property during the performance of work and compliance with OSHA regulations, and these regulations will apply continuously and will not be limited to working hours. Any monitoring of the contractor's procedures conducted by our company does not include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the Project Site.

6. REPRESENTATIONS OF CLIENT

Client warrants that sufficient funds are available or will be available upon receipt of our invoices to make payment in full for the services rendered. Where necessary to the services to be performed, Client agrees to furnish our company with all data, reports, maps, surveys, and other materials and information which are accessible to Client regarding the property which is the subject of the services. Client warrants that no information material to the performance of the services has been withheld, and that all information provided to our company regarding the project and project location is complete and accurate to the best of the Client's knowledge. Client agrees to provide our company and its employees, agents, subcontractors and consultants, along with their equipment, a right of entry onto the Project Site and permission to perform the services hereunder.

7. PROFESSIONAL WORK PRODUCT

All documents generated by our company, including all electronic documents or media prepared by us, are professional work product to which our company retains all rights. Copies of documents furnished to the Client in the course of our company's services shall remain professional work product of our company. Documents produced by our company will not be used for any project not expressly provided for herein without our company's prior written approval. Any unauthorized use or distribution of the company's work product shall be at Client's and the recipient's sole risk, and without liability to the company, and Client agrees to hold harmless and indemnify our company against all damages, claims, lawsuits, and losses of any kind, including but not limited to defense costs, arising out of any use of any of the company's work product.

Client acknowledges that electronic media is susceptible to unauthorized modification, deterioration, and incompatibility, and, therefore, Client cannot rely upon the electronic media version of the company's professional work product. Client understands that electronic versions of the company's professional work product are not intended or represented by the company to be suitable for reuse by any party, including but not limited to the Client, its employees, agents, subcontractors or subsequent owners on any extension of a specific project not covered hereunder, or on any other project, whether Client's or otherwise, without our company's prior written permission. Client agrees that any reuse unauthorized by our company will be at Client's sole risk and that Client will defend, indemnify and hold our company (along with our company's employees and agents) harmless from any loss or liability resulting from the reuse, misuse or negligent use by the Client or any third party of electronic versions of our company's professional work product.

8. PROJECT SITE

Reasonable precautions will be taken to minimize damage to the Project Site from our company's activities and use of equipment. Client recognizes that the performance of the services may cause alteration or damage to the Project Site which is inherent in the work. Should Client not be the owner of the property,

then Client agrees to notify the owner of the aforementioned possibility of unavoidable alteration and damage. Further, it shall be responsibility of the Client or his duly-authorized representative to disclose the presence and, if applicable, accurate location of all hidden or obscure man-made objects relative to field tests or boring locations.

9. NOTIFICATION OF PROJECT SITE CONDITIONS

Prior to commencing its services hereunder, the Client agrees it shall furnish to our company any and all documents and information known to the Client that relate to past or existing conditions of the Project Site and surrounding area, including the identity, location, quantity, nature or characteristics of any hazardous materials or suspected hazardous materials or subterranean utilities. Client agrees that our company may rely on such information and documents provided by Client, and Client hereby warrants that, if it has actual knowledge or has been provided with written information that hazardous materials may exist at the Project Site, it has so informed our company.

10. UNFORESEEN OCCURRENCES

If, during the performance of services hereunder, any unforeseen hazardous substance, material, element or constituent or other unforeseen conditions or occurrences are encountered which, in our company's sole judgment, significantly affects or may affect the services, the risks involved in providing the services, or the recommended scope of services, we will promptly notify Client thereof. Subsequent to such notification, we may do any of the following: (a) If practicable in our judgment, and with the approval of Client, complete the original scope of services in accordance with the procedures originally intended in the Proposal; (b) Agree with Client to modify the scope of services and the estimate of charges and such revision shall be in writing and signed by the parties and incorporated herein; or, (c) Terminate the services effective on the date of notification pursuant to the terms of Section 12 herein.

The Client acknowledges that if unanticipated hazardous materials or suspected hazardous materials are discovered on the Project Site or on properties surrounding or adjacent to the Project Site, it is Client's responsibility, and not our company's, to inform the owner and any applicable State agency of any affected property of such discovery. Client also recognizes that any such discovery may result in a significant reduction of the property's value. Client waives any claim against our company and agrees to defend, indemnify and hold harmless our company from any claim or liability for injury or loss of any type arising from the discovery of hazardous materials or suspected hazardous materials on the Project Site or on surrounding property.

11. DISPOSAL OF HAZARDOUS MATERIALS AND LEACHATE

The Client acknowledges and agrees that, unless expressly included in the description of the engineering services provided under this proposal, HHNT is not assuming and shall have no responsibility, or liability under any federal or state environmental laws or regulations, or common law liability to Client or any third party, arising from or related to the generation, handling, processing, treatment, storage, transportation or disposal, or the discovery, presence, discharge, release, escape, emission, or exposure of persons to, waste materials or hazardous or toxic substances or contaminants in any form at or from the Project Site, (including polyfluoroalkyl substances (PFAS, PFOA, PFOS) or other substances whether or not currently identified or regulated by USEPA as hazardous substances), and including leachate generated or stored at or transported from the Project Site or its constituents, and contaminants in stormwater on or discharged from the Project Site. The Client hereby acknowledges and agrees that HHNT is not being retained to advise the Company regarding the discovery, handling, generating, processing, treating, storing, transporting, or disposing of any such Hazardous Material or hazardous or toxic substances or contaminants, unless otherwise expressly agreed to by HHNT in writing.

The Client further agrees to indemnify and hold harmless our company against any claims arising out of or related to the Client's, its employees, agents, other consultants, contractors or subcontractors handling, treating, storing, transporting or disposing of Hazardous Material found or identified at a Project Site.

For purposes of this agreement, the following definitions apply:

“Hazardous Material” means a hazardous and/or toxic, dangerous, and/or regulated substance, waste, material, raw material or leachate that includes hazardous constituents, pollutants, and contaminants, including without limitation, petroleum, tremolite, actinolite, polyfluoroalkyl substances, perfluoroalkyl substances, asbestos, lead, and/or polychlorinated biphenyls and any other substances or materials which are included under or regulated by Environmental Laws or are considered by scientific opinion to be otherwise dangerous in terms of the health, safety, or welfare of humans.

“Environmental Law” means any statute, ordinance, code, order, decree, law, rule, or regulation promulgated by or under any local, state, federal, or other governmental authority, pertaining to or imposing liability or standards of conduct concerning environmental regulation, contamination, or clean-up, whether presently in force or coming into being and/or effectiveness hereafter.

12. TERMINATION OF CONTRACT

Our company or the Client may terminate this Agreement at any time for any reason, provided that at least fifteen (15) days’ prior written notice of termination is given to the other party. In the event that Client requests termination of the work prior to completion, our company reserves the right to complete such analyses and records as are necessary to protect our professional reputation and to complete a report on the work performed to date. A termination charge to cover costs thereof in an amount not to exceed thirty percent (30%) of charges incurred to date may, at our discretion, be made. In the event our company terminates this Agreement, the Client shall not be relieved of any liability for fees due.

In the event the Client fails to timely pay HHNT in accordance with Section 1 herein, HHNT may, at its option, either (a) proceed to terminate this Agreement in accordance with this section or, (b) suspend, delay, or interrupt all or any part of the Services by giving twenty-four (24) hours prior notice in writing to the Client. In the event HHNT elects to suspend, delay, or interrupt all or any part of the Services, the Client shall not hold HHNT responsible for any damages related to the suspension, delay, or interruption. In the event of any such suspension, delay, or interruption, the contract completion date shall be extended accordingly, and the Client shall pay HHNT for Services performed to the delayed commencement date plus reasonable delay charges. Delay charges shall include personnel and equipment rescheduling and/or reassignment adjustments and all other related costs incurred including but not limited to, labor and material escalation, and extended overhead costs, attributable to such delays. The suspension, delay, or interruption shall continue until HHNT receives payment for the Services performed to the delay commencement plus reasonable delay charges. For the avoidance of doubt, HHNT’s election to suspend, delay, or interrupt all or any part of the Services shall not impede in any way its ability to seek any other redress against the Client provided by this Agreement or applicable law.

13. DELAYS AND FORCE MAJEURE

If Project Site or other conditions prevent or inhibit performance of Services, if unrevealed hazardous materials or conditions are encountered, or if other conditions or events affecting the Services occur that are beyond the reasonable control of our company, then Services under this Agreement may be delayed. Client shall not hold our company responsible for damages or delays in performance caused by acts or omissions of the Client, its subcontractors, actions or orders of governmental authorities or regulatory agencies, civil or labor unrest, acts of God, nature, or terror, disruptions of the Internet or our company’s electronic telecommunications or hosting services, epidemics or pandemics, or any other events that are beyond the reasonable control of our Company (collectively, a “Force Majeure Event”). In the event of any such delays or Force Majeure event, the contract completion date shall be extended accordingly.

14. HOLD HARMLESS; INDEMNITY

Except to the extent caused by or intentionally wrongful conduct of our company, its agents, subcontractors, or employees, Client agrees, to the fullest extent allowed by law, to hold harmless and indemnify our company, its agents, subcontractors, and employees, from and against any and all damages, losses, or expenses to the extent they are caused by or result or arise from: (a) the negligence, recklessness, or intentionally wrongful conduct of Client or other persons employed or utilized by the Client. (b) the actual,

suspected, or alleged presence, disposal, escape, seepage, leakage, spillage, discharge, emission, release, or threatened release of any Hazardous Material on, from, or affecting the Property; (c) any actual, suspected, or alleged personal injury (including wrongful death) or property damage (real or personal) arising out of or related to any Hazardous Material on, from, or affecting the Project Site; (d) any lawsuit brought or threatened, settlement reached, or government order relating to any Hazardous Substance on, from, or affecting the Project Site; and (e) any actual, suspected, or alleged violation of Environmental Laws based upon or in any way related to any Hazardous Material on, from, or affecting the Project Site. Such damages, losses, or expenses shall include, but are not necessarily limited to, all liabilities, obligations, claims, demands, damages, penalties, causes of action, losses, fines, costs, and expenses (including without limitation reasonable attorneys' fees and disbursements) that our company, its agents, subcontractors, or employees, may incur, may become responsible for, or pay out as a result of any suit or claim, by any third party, including any regulatory agency or authority, against our company, its agents, subcontractors and employees when allowable by law. This provision is intended to be limited and enforceable pursuant to Georgia law, specifically O.C.G.A. § 13-8-2(c), now or hereafter amended. This provision is not intended to provide our company with broad form indemnification or duties to defend which are void and unenforceable under Georgia law.

The provisions of this Section 14 shall survive the expiration or termination of this agreement.

15. ENTIRE AGREEMENT; AMENDMENT; WAIVER

These Terms and Conditions, along with the Proposal which is incorporated herein and made a part hereof, represents the entire agreement of the parties related to the subject matter contained herein and supersedes all prior agreements, written or oral, between the parties with respect to the subject matter hereof. Neither these Terms and Conditions nor the Proposal may be amended except by a writing executed by the party against whom enforcement of the amendment is sought. Any failure to enforce performance of any provision hereof by any party will not constitute a waiver of its right to subsequently enforce such provision or any other provision.

16. PRIORITY

If the Proposal varies or conflicts with any provision of these Terms and Conditions, then these Terms and Conditions shall govern.

17. SEVERABILITY

Any provision herein which is held invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective only to the extent of such invalidity or unenforceability and without rendering invalid or unenforceable the remaining provisions herein or affecting the validity or enforceability of any of the provisions herein in any other jurisdiction, and the court or tribunal so holding shall be empowered to substitute, to the extent enforceable, provisions similar to said provision, or other provisions, so as to provide to the parties the benefits intended by said provision to the fullest extent permitted by applicable law. If any provision herein is so broad as to be unenforceable, the provision shall be interpreted to be only as broad as is enforceable.

18. GOVERNING LAW

This Agreement shall be governed in all respects by the laws of the State of Georgia without regard to its conflict of laws provisions.

19. SCOPE OF SERVICES

The client acknowledges that HHNT does not have responsibility and is not assuming liability to the client or to third parties for any matters that do not arise out of the specific engineering services described in the Scope of Services. Client acknowledges and agrees that HHNT and its owners, officers, directors, employees, and authorized subcontractors shall have no obligation, responsibility, or liability to Client or to any third party based upon alleged acts, omissions, or failure to perform any alleged duty which is not specifically included in the Scope of Services which HHNT has agreed in writing to provide to Client.

20. STANDARD OF CARE

The standard of care for all professional engineering and related Services performed or furnished by HHNT under this Agreement shall be the care and skill ordinarily used by members of the engineering profession practicing under similar circumstances at the same time in the same locality and subject to the time limits and financial, physical, or other restraints applicable to the Services. No other warranty with respect to the Services, express or implied, is made by HHNT.

HODGES, HARBIN, NEWBERRY & TRIBBLE, INC.
STANDARD HOURLY RATES – 2023

Sr. Consultant I	265.00 / hr.
Sr. Principal	238.00 / hr.
Principal	225.00 / hr.
Project Manager	185.00 / hr.
Sr. Engineer	204.00 / hr.
Professional Engineer II	165.00 / hr.
Professional Engineer I	145.00 / hr.
Project Engineer III	143.00 / hr.
Project Engineer II	132.00 / hr.
Project Engineer I	115.00 / hr.
Environmental Manager	165.00 / hr.
Sr. Environmental Scientist	145.00 / hr.
Environmental Scientist III	138.00 / hr.
Environmental Scientist II	127.00 / hr.
Environmental Scientist I	105.00 / hr.
Arc-GIS II	135.00 / hr.
Arc-GIS I	117.00 / hr.
Project Coordinator II	117.00 / hr.
Project Coordinator I	98.00 / hr.
Technician	90.00 / hr.
Tech. Support	56.00 / hr.
Support II	87.00 / hr.
Support I	77.00 / hr.
ATV Rental	50.00 / day
GPS Rental	50.00 / day
Subcontractors	Cost plus 10%
Mileage	62.5¢ per mile

1. *Mileage subject to change according to the IRS standard mileage rate.*
2. *HHNT rates are subject to change with January billing of each year.*
3. *HHNT Expert Witness rate is twice the normal billing rate of the individual performing the work not to exceed \$560.00/hr.*

