



**PROFESSIONAL SERVICES AGREEMENT
RATE STUDY PRO FORMA FOR LOWER RIVER ROAD MSW LANDFILL**

This Professional Services Agreement (“Agreement”) is made and entered into this 2nd day of August, 2016 (the “Effective Date”), by and between **NEWTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, acting by and through its governing authority, the County Board of Commissioners, located for purposes of this Agreement at 1113 Usher Street, Suite 203, Covington, GA 30014 (hereinafter referred to as the “County”), and **Harbin Engineering, P.C.**, a Georgia professional corporation, having its principal place of business at 41 West Johnston St., Forsyth, GA 31029 (hereinafter referred to as the “Consultant”), collectively referred to herein as the “Parties.”

WITNESSETH:

WHEREAS, County desires to retain a consultant to provide services in the completion of a Project (defined below); and

WHEREAS, Consultant has represented that it is qualified by training and experience to perform the Work (defined below) and desires to perform the Work under the terms and conditions provided in this Agreement;

NOW, THEREFORE, for and in consideration of the mutual promises, the public purposes, and the acknowledgements and agreements contained herein, and other good and adequate consideration, the sufficiency of which is hereby acknowledged, the Parties do mutually agree as follows:

Section 1. Agreement. The Agreement shall consist of this Professional Services Agreement and each of the Exhibits hereto, which are incorporated herein by reference, including:

- Exhibit “A”** – Scope of Work
- Exhibit “B”** – Insurance Certificate
- Exhibit “C”** – Contractor Affidavit
- Exhibit “D”** – Subcontractor Affidavit

In the event of any discrepancy in or among the terms of the Agreement and the Exhibits hereto, the provision most beneficial to the County, as determined by the County in its sole discretion, shall govern.

Section 2. The Work. A general description of the Project is as follows: development of a rate study pro forma for the life cycle of the existing Newton County Lower River Road MSW Landfill (the “Project”). The Work to be completed under this Agreement (the “Work”) includes, but shall not be limited to, the work described in the Scope of Work provided in **Exhibit “A”**, attached hereto and incorporated herein by reference. Unless otherwise stated in **Exhibit “A”**, the Work includes all material, labor, insurance, tools, equipment, machinery, water, heat, utilities, transportation, facilities, services and any other miscellaneous items and work necessary to complete the Work. Some details necessary for proper execution and completion of the Work may not be specifically described in the Scope of Work, but they are a requirement of the Work if they are a usual and customary component of the contemplated services or are otherwise necessary for proper completion of the Work.

Section 3. Contract Term; Termination. Consultant understands that time is of the essence of this Agreement and it will perform the Work in a prompt and timely manner, which shall not impose delays on the progress of the Work. The term of this Agreement (“Term”) shall commence as of the Effective Date, and the Work shall be completed, and the Agreement shall terminate, on or before 45 days from the date of this signed agreement (provided that certain obligations will survive termination/expiration of this Agreement). County may terminate this Agreement for convenience at any time upon providing written notice thereof to Consultant. Provided that no damages are due to County for Consultant’s breach of this Agreement, County shall pay Consultant for Work performed to date in accordance with Section 5 herein.

Section 4. Work Changes. Any changes to the Work requiring an increase in the Maximum Contract Price (defined below) shall require a written change order executed by the County in accordance with its purchasing regulations.

Section 5. Compensation and Method of Payment. The total amount paid under this Agreement as compensation for Work performed and reimbursement for costs incurred shall not, in any case, exceed \$15,000 (the "Maximum Contract Price"), except as outlined in Section 4 above, and Consultant represents that this amount is sufficient to perform all of the Work set forth in and contemplated by this Agreement. The compensation for Work performed shall be based upon Consultant's standard hourly rates included in Exhibit "A" and Consultant's reasonable costs. Consultant shall take no calculated risk in the performance of the Work. Specifically, Consultant agrees that, in the event it cannot perform the Work within the budgetary limitations established without disregarding sound principles of Consultant's profession and industry, Consultant will give written notice immediately to County.

County agrees to pay Consultant for the Work performed and costs incurred by Consultant upon certification by County that the Work was actually performed and costs actually incurred in accordance with the Agreement. No payments will be made for unauthorized work. Compensation for Work performed and, if applicable, reimbursement for costs incurred shall be paid to Consultant upon County's receipt and approval of invoices, setting forth in detail the services performed and costs incurred, along with all supporting documents required by the Agreement or requested by County to process the invoice. Invoices shall be submitted on a monthly basis, and such invoices shall reflect costs incurred versus costs budgeted.

Section 6. Covenants of Consultant.

A. Licenses, Certification and Permits. Consultant covenants and declares that, to the best of its knowledge, it has obtained all diplomas, certificates, licenses, permits or the like required of Consultant by any and all national, state, regional, county, or local boards, agencies, commissions, committees or other regulatory bodies in order to perform the Work contracted for under this Agreement. Consultant shall employ only persons duly qualified in the appropriate area of expertise to perform the Work described in this Agreement.

B. Expertise of Consultant; County's Reliance on the Work. Consultant acknowledges and agrees that County does not undertake to approve or pass upon matters of expertise of Consultant and that, therefore, County bears no responsibility for Consultant's Work performed under this Agreement. County will not, and need not, inquire into adequacy, fitness, suitability or correctness of Consultant's performance. Consultant acknowledges and agrees that the acceptance or approval of Work by County is limited to the function of determining whether there has been compliance with what is required to be produced under this Agreement and shall not relieve Consultant of the responsibility for adequacy, fitness, suitability, and correctness of Consultant's Work under professional and industry standards.

C. Consultant's Reliance on Submissions by County. Consultant must have timely information and input from County in order to perform the Work required under this Agreement. Consultant is entitled to rely upon information provided by County, but Consultant shall provide immediate written notice to County if Consultant knows or reasonably should know that any information provided by County is erroneous, inconsistent, or otherwise problematic.

D. Consultant's Representative; Meetings. Steve Harbin, P.E., Curtis Reynolds, P.E. and/or Mike Biers, P.E. shall be authorized to act on Consultant's behalf with respect to the Work as Consultant's designated representative, provided that this designation shall not relieve either Party of any written notice requirements set forth elsewhere in this Agreement. Consultant shall meet with County's personnel or designated representatives to resolve technical or contractual problems that may occur during the Term of this Agreement at no additional cost to the County if within the project budget set forth in Section 5.

E. Assignment of Agreement. Consultant covenants and agrees not to assign or transfer any interest in, or delegate any duties of, this Agreement, without the prior express written consent of the County.

F. Indemnification. The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of

professional services under this Agreement and that of its sub consultants or anyone for whom the Consultant is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and sub consultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

G. Independent Contractor. Consultant hereby covenants and declares that it is engaged in an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of County. Consultant agrees to be solely responsible for its own matters relating to the time and place the Work is performed and the method used to perform such Work; the instrumentalities, tools, supplies and/or materials necessary to complete the Work; hiring and payment of consultants, agents or employees to complete the Work, including benefits and compliance with Social Security, withholding and all other regulations governing such matters. Any provisions of this Agreement that may appear to give County the right to direct Consultant as to the details of the services to be performed by Consultant or to exercise a measure of control over such services will be deemed to mean that Consultant shall follow the directions of County with regard to the results of such services only. Inasmuch as County and Consultant are independent of each other, neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both Parties. Consultant agrees not to represent itself as County's agent for any purpose to any party or to allow any employee of Consultant to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. Consultant shall assume full liability for any contracts or agreements Consultant enters into on behalf of County without the express knowledge and prior written consent of County.

H. Insurance. Consultant shall have and maintain in full force and effect for the duration of this Agreement, insurance of the types and amounts approved by the County, as shown on **Exhibit "B"**, attached hereto and incorporated herein by reference. Consultant shall also ensure that any subcontractors are covered by insurance policies meeting the requirements specified herein and provide proof of such coverage. As it relates to any general liability, automobile liability or umbrella policies, and except where such requirement is specifically waived in writing by the County, Consultant shall ensure that its insurer waives all rights of subrogation against the County for losses arising from Consultant's Work and that the County and its officials, employees or agents are named as additional insureds. Consultant shall provide written notice to County at least thirty (30) days prior to any reduction, suspension, voiding, or cancellation of coverage, and shall require the same notice to the County in all subcontractor contracts.

I. Employment of Unauthorized Aliens Prohibited – E-Verify Affidavit. Pursuant to O.C.G.A. § 13-10-91, County shall not enter into a contract for the physical performance of services unless:

- (1) Consultant shall provide evidence on County-provided forms, attached hereto as **Exhibits "C" and "D"** (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and Consultant's subcontractors have registered with, are authorized to use and use the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91, and that they will continue to use the federal work authorization program throughout the contract period, **or**
- (2) Consultant provides evidence that it is not required to provide an affidavit because it is an *individual* (not a company) licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing.

Consultant hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in **Exhibit "C"**, and submitted such affidavit to County or provided County with evidence that it is an individual not required to provide such an affidavit because it is licensed and in good standing as noted in sub-subsection (2) above. Further, Consultant hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.

In the event Consultant employs or contracts with any subcontractor(s) in connection with the covered contract, Consultant agrees to secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached

hereto as **Exhibit "D"**, which subcontractor affidavit shall become part of the Consultant/subcontractor agreement, or evidence that the subcontractor is not required to provide such an affidavit because it is an *individual* licensed and in good standing as noted in sub-subsection (2) above. If a subcontractor affidavit is obtained, Consultant agrees to provide a completed copy to County within five (5) business days of receipt from any subcontractor. Consultant and Consultant's subcontractors shall retain all documents and records of their respective verification process for a period of five (5) years following completion of the contract.

Consultant agrees that the employee-number category designated below is applicable to Consultant. [Information only required if a contractor affidavit is required pursuant to O.C.G.A. § 13-10-91.]

- 500 or more employees.
- 100 or more employees.
- Fewer than 100 employees.

Consultant hereby agrees that, in the event Consultant employs or contracts with any subcontractor(s) in connection with this Agreement and where the subcontractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, Consultant will secure from the subcontractor(s) such subcontractor(s)' indication of the above employee-number category that is applicable to the subcontractor. The above requirements shall be in addition to the requirements of state and federal law, and shall be construed to be in conformity with those laws.

J. Ethics Code; Conflict of Interest. Consultant agrees that it shall not engage in any activity or conduct that would result in a violation of the Newton County Code of Ethics or any other similar law or regulation. Consultant certifies that to the best of its knowledge no circumstances exist which will cause a conflict of interest in performing the Work.

K. Confidentiality. Consultant acknowledges that it may receive confidential information of County and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, consultants, and/or staff to likewise protect such confidential information.

L. Authority to Contract. The individual executing this Agreement on behalf of Consultant covenants and declares that it has obtained all necessary approvals of Consultant's board of directors, stockholders, general partners, limited partners or similar authorities to simultaneously execute and bind Consultant to the terms of this Agreement, if applicable.

M. Ownership of Instruments of Service. The Client acknowledges the Consultant's documents, including electronic files, as the work papers of the Consultant and the Consultant's instruments of professional service. Nevertheless, upon completion of the services and payment in full of all monies due to the Consultant, the Client shall receive ownership of the final documents prepared under this Agreement. The Client shall not reuse or make any modification to the documents without the prior written authorization of the Consultant. The Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Consultant, its officers, directors, employees and sub consultants (collectively, Consultant) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way related to or connected with the unauthorized reuse or modification of the documents by the Client or any person or entity that acquires or obtains the documents from or through the Client without the written authorization of the Consultant.

Under no circumstances shall the transfer of ownership of the Consultant's drawings, specifications, electronic files or other instruments of service be deemed a sale by the Consultant, and the Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose, nor shall such transfer be construed or regarded as any waiver or other relinquishment of the Consultant's copyrights in any of the foregoing, full ownership of which shall remain with the Consultant, absent the Consultant's express prior written consent.

N. Nondiscrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, Consultant agrees that, during performance of this Agreement, Consultant, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, Consultant agrees to comply with all applicable implementing regulations and shall include the provisions of this paragraph in every subcontract for services contemplated under this Agreement.

Section 7. Miscellaneous.

A. Entire Agreement; Counterparts; Third Party Rights. This Agreement, including any exhibits hereto, constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other right.

B. Governing Law; Business License; Proper Execution. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without regard to choice of law principles. Any action or suit related to this Agreement shall be brought in the Superior Court of Newton County, Georgia, or the U.S. District Court for the Northern District of Georgia – Atlanta Division, and Consultant submits to the jurisdiction and venue of such court. During the Term of this Agreement, Consultant shall maintain a business license with the County, unless Consultant provides evidence that no such license is required. Consultant agrees that it will perform all Work in accordance with the standard of care and quality ordinarily expected of competent professionals and in compliance with all federal, state, and local laws, regulations, codes, ordinances, or orders applicable to the Project, including, but not limited to, any applicable records retention requirements and Georgia’s Open Records Act (O.C.G.A. § 50-18-71, *et seq.*).

C. Captions and Severability. All headings herein are intended for convenience and ease of reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Agreement, or in any way affect this Agreement.

D. Notices. All notices, requests, demands, writings, or correspondence, as required by this Agreement, shall be in writing and shall be deemed received, and shall be effective, when: (1) personally delivered, or (2) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the Party at the address first given above or at a substitute address previously furnished to the other Party by written notice in accordance herewith.

E. Waiver; Sovereign Immunity. No express or implied waiver shall affect any term or condition other than the one specified in such waiver, and that one only for the time and manner specifically stated. Nothing contained in this Agreement shall be construed to be a waiver of County’s sovereign immunity or any individual’s qualified, good faith or official immunities.

F. Agreement Construction and Interpretation; Invalidity of Provisions; Severability. Consultant represents that it has reviewed and become familiar with this Agreement and has notified County of any discrepancies, conflicts or errors herein. The Parties agree that, if an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of the Agreement. In the interest of brevity, the Agreement may omit modifying words such as “all” and “any” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement. Should any article(s) or section(s) of this Agreement, or any part thereof, later be deemed illegal, invalid or unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible as if this Agreement had been executed with the invalid portion hereof eliminated, it being the intention of the Parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions that may for any reason be hereafter declared invalid. Ratification of this Agreement by a majority of the County Board of Commissioners shall authorize the Chair of the Board of Commissioners to execute this Agreement on behalf of County.

IN WITNESS WHEREOF, County and Consultant have executed this Agreement, effective as of the Effective Date first above written.

[SIGNATURES ON FOLLOWING PAGE]

CONSULTANT: HARBIN ENGINEERING, P.C.

Signature: [Handwritten Signature]

Print Name: J Steven Harbin

Title: President

[CORPORATE SEAL]

Attest/Witness:

Signature: [Handwritten Signature]

Print Name: TRACEE PARIS

Title: OFFICE MANAGER
(Assistant) Corporate Secretary

NEWTON COUNTY, GEORGIA

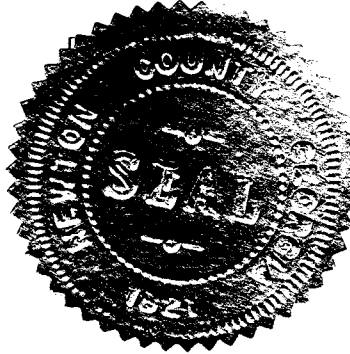
[Handwritten Signature]
By: William K. Ellis, Chairman

Attest:

Signature: [Handwritten Signature]

Print Name: Jackie B. Smith

Title: County Clerk



Approved as to form:

[Handwritten Signature]
County Attorney

EXHIBIT "A" – Scope of Work



HARBIN ENGINEERING, P.C.

CIVIL & ENVIRONMENTAL CONSULTANTS

J. Steven Harbin, P.E.
President

G. Curtis Reynolds, P.E.
Michael W. Biers, P.E.

July 22, 2016

Lloyd Kerr
Interim County Manager
Newton County Board of Commissioners
c/o Newton County Solid Waste Authority
1124 Clark Street
Covington, GA 30014

**Subject: Engineering Proposal for Solid Waste Consulting Services
 Newton County Solid Waste Authority
 Newton County, Georgia
 HE Project No. 5000-017-01 and 5001-010-01
 REVISED July 22, 2016**

Dear Mr. Kerr:

Harbin Engineering, P.C. is pleased to present this proposal for development of a Rate Study Performa over the life cycle of the existing Newton County Lower River Road MSW Landfill.

The final work product will include a letter report and cost spreadsheets that consider a detailed accounting of opinion of costs including but not limited to:

- Construction of remaining permitted MSW cells
- Closure of the entire permitted landfill footprint
- 30 years of post closure care
- Completion of the current corrective actions involving the Georgia EPD consent order related to the leachate spills
- Completion of the groundwater corrective action plan regarding the excavating, processing, and disposal of the MSW and C&D unlined waste areas
- Annual operating costs for the estimated remaining years of life in the EPD approved, permitted MSW landfill site
- An opinion of cost for curbside collection services

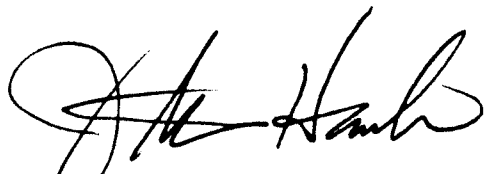
The letter report will include a recommendation of a tipping fee to recover projected costs. The estimated fee for the above scope of work is \$15,000 - \$20,000 to be completed in 30 - 45 days from the date of the Newton County Solid Waste Authority meeting of July 21, 2016. The work will be completed on or before September 6, 2016.

Enclosed are two copies of our Proposal Acceptance Sheet. Please sign both copies, retain one copy for your records, and return the other to our office.

Should you have any questions or need additional information, please call.

Sincerely,

HARBIN ENGINEERING, P.C.

A handwritten signature in black ink, appearing to read "J. Steven Harbin". The signature is fluid and cursive, with the first name "J. Steven" and the last name "Harbin" clearly distinguishable.

J. Steven Harbin, P.E.
President

Attachments: Proposal Acceptance Sheet (2)

cc: Wayne Haynie, Chairman Newton County Solid Waste Authority
Curtis Reynolds, P.E.

STANDARD RATES*

Principal Engineer	\$150/hr
Senior Engineer	\$140/hr
Professional Engineer/Geologist	\$120/hr
Project Engineer/Geologist	\$90/hr
Environmental Technician	\$75/hr
Support Staff	\$55/hr
Subcontracts	Cost + 15%
Expenses	at Cost
Mileage	\$0.65/mile
Copies	\$0.20 (B&W), \$0.60 (color)
Faxes	\$0.50
Plots	\$.50-3.00

Rates are subject to change January 1 of each year.

Please Note: Expert testimony, court appearances, depositions, etc. are billed at two times the above hourly rates.

* Effective: January 1, 2016

EXHIBIT "B"

[INSERT INSURANCE CERTIFICATE MEETING STANDARD (OR OTHERWISE APPROVED) REQUIREMENTS
OF NEWTON COUNTY, GEORGIA]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/29/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Crow Friedman Group A Risk Strategies Company 1255 Lakes Parkway #105 Lawrenceville GA 30043	CONTACT NAME: Ambrosia Patton PHONE (A/C, No, Ext): 678-690-5995 FAX (A/C, No): E-MAIL ADDRESS: ambrosia@crowfriedman.com INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: XL Specialty Insurance Company 37885 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Harbin Engineering, P.C. 1660 Old Atlanta Highway Forsyth GA 31029	

COVERAGES **CERTIFICATE NUMBER:** CL166814767 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ OTHER: \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ OTHER: \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		DPS9719257	8/8/2015	8/8/2016	Each Claim \$1,000,000 Annual Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Rate Study Pro Forma for Lower River Road MSW Landfill, Newton County, Georgia.

CERTIFICATE HOLDER Jarrard & Davis, LLP 105 Pilgrim Village Drive Suite 200 Cumming, GA 30040	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Michael Christian/AMP <i>MS Christian</i>
--	---

© 1988-2014 ACORD CORPORATION. All rights reserved.

EXHIBIT "C"

STATE OF GEORGIA
COUNTY OF MONROE

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of Newton County, Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

590782
Federal Work Authorization User Identification Number

8-13-2012
Date of Authorization

Harbin Engineering, P.C.
Name of Contractor

Rate Study Pro Forma for Lower River Road MSW Landfill
Name of Project

Newton County, Georgia
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on July 29, 2016 in Forsyth (city), GA (state).

[Signature]
Signature of Authorized Officer or Agent

J. Steven Harbin, President
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 29 DAY OF July, 2016.

[Signature]
NOTARY PUBLIC MARY ELLEN STRICKLAND
NOTARY PUBLIC-GEORGIA
MONROE COUNTY
COMMISSION EXPIRES
APRIL 27, 2020

My Commission Expires:
April 27, 2020

EXHIBIT "D"

STATE OF _____
COUNTY OF _____

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with Harbin Engineering, P.C. on behalf of Newton County, Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor.

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification
Number

Date of Authorization

Name of Subcontractor

Rate Study Pro Forma for Lower River Road
MSW Landfill
Name of Project

Newton County, Georgia
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20__ in
_____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or
Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF
_____, 20__.

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:
