

MEMORANDUM

May 14, 2026

To: Alan Gibbs
Lamarcus Davis
Eddie Rowland
John Ambrose
Al Turner

From: Lorri Byrd

Subject: Strickland Loop Road Landfill 5 Year Permit Update

Triple Point Engineering has submitted a proposal for the upcoming requirement to Monroe County's Landfill 5 Year Permit update. The Georgia Environmental Protection Division (EPD) requires periodic updates to permitted landfill facilities to reflect current site conditions, operational practices, and regulatory requirements.

Attached is the proposal from Triple Point Engineering in the amount of \$105,000. The fund for this update is included in the 2026 Solid Waste Fund budget.

Regards,

Lorri Byrd

April 15, 2026

Kim Stokes, Chief Operating Officer
Monroe County
38 W. Main Street
Forsyth, GA 31029

RE: Strickland Loop Road MSW Landfill
5-Year Permit Update (Design & Operations Plan)
Permit No. 102-008D (SL)
TPE BD#: MSW 013-04-15-26

Dear Mr. Stokes:

Triple Point Engineering, Inc. is pleased to submit this proposal to Monroe County for professional engineering services associated with the required 5-year update to the Design and Operation (D&O) Plans for the Strickland Loop Road Municipal Solid Waste Landfill.

The Georgia Environmental Protection Division (EPD) requires periodic updates to permitted landfill facilities to reflect current site conditions, operational practices, and regulatory requirements. Triple Point Engineering will serve as the prime consultant and will retain Harbin Engineering, P.C. as a subconsultant to assist in preparation of the updated plans and supporting documentation for submission through the EPD GEOS system.

PROJECT UNDERSTANDING

The Strickland Loop Road Landfill is currently operating under an approved D&O Plan dated August 2019, last revised in July 2021, and approved by EPD in April 2022. The County is required to complete a 5-year update to maintain compliance with current Georgia Solid Waste Rules and applicable guidance.

As part of this update, an updated topographic survey of the landfill is required to accurately reflect current site conditions, including grades, waste limits, and operational areas. This information will serve as the basis for updated design sheets, volume calculations, and regulatory documentation associated with the permit update.

SCOPE OF SERVICES

Triple Point Engineering will provide overall project management, coordination with Monroe County, and regulatory submittal services. Harbin Engineering will serve as a subconsultant and will prepare the technical updates to the Design and Operation Plans and supporting documentation. Harbin Engineering will perform services under the direction and coordination of Triple Point Engineering, Inc.

Task 1 – Project Management and Coordination (Triple Point Engineering)

Triple Point Engineering will serve as the primary point of contact for Monroe County and will manage all aspects of the project. This will include coordinating with subconsultants, reviewing technical deliverables for completeness and consistency with regulatory requirements, and maintaining the project schedule. Triple Point will also facilitate communication with EPD and be responsible for assembling and submitting the final deliverables through the GEOS system.

Task 2 – Topographic Survey (Subconsultant)

A subconsultant will perform an updated topographic survey of the landfill, including active areas and relevant site features. The survey will provide accurate surface mapping necessary for engineering analysis, volume calculations, and preparation of updated D&O Plan drawings. The resulting survey data will be incorporated into the overall permit update documentation.

Task 3 – Design & Operations Plan Update (Subconsultant)

We will update the existing Design and Operation Plans and associated documentation to demonstrate compliance with current Georgia Solid Waste Rules, EPD guidance, and accepted engineering standards.. This effort will include revising the operational narrative, evaluating waste volumes and remaining capacity, and updating environmental monitoring and leachate management plans. A site visit will be conducted to document existing conditions and confirm consistency with available data. We will also attend a coordination meeting with EPD and prepare the required minor permit modification package for submission. One response to EPD comments is included as part of this scope.

Task 4 – Geotechnical Evaluation (Subconsultant)

A geotechnical subconsultant will perform an evaluation of current landfill conditions in accordance with applicable EPD guidance. This work will include assessment of slope stability and evaluation of updated seismic criteria. Supporting calculations and documentation will be prepared and incorporated into the permit update as required.

DELIVERABLES

Upon completion of services, Triple Point Engineering will provide an updated Design and Operations Plan, including revised plan sheets and supporting calculations, along with a complete minor permit modification package for submission to EPD. All final documents will be submitted through the GEOS system.

SCHEDULE

We anticipate completion of the 5-year permit update and submittal to EPD on or before **December 31, 2026**, subject to data availability, agency coordination, and site access.

FEES

Services will be provided on an hourly basis in accordance with our current Schedule of Fees, plus reimbursable expenses.

Based on the anticipated scope of work, we estimate the following budget by task:

▪ Task 1 – Project Management and Coordination:	\$15,000
▪ Task 2 – Topographic Survey:	\$10,000
▪ Task 3 – Design & Operations Plan Update:	\$60,000
▪ Task 4 – Geotechnical Evaluation:	\$20,000
Total Estimated Project Budget:	\$105,000

Subconsultant services (including survey and geotechnical) will be billed at cost plus 15%, consistent with our standard terms. Additional EPD review cycles will be billed in accordance with the attached Schedule of Fees. We will not exceed the authorized budget without prior written approval from Monroe County.

ASSUMPTIONS

This proposal is based on the understanding that existing permitting and environmental data will be provided by others and that no major redesign of grading or stormwater systems will be required. The scope includes one response to EPD comments and assumes that site access will be provided by Monroe County. This scope assumes the County is current with financial assurance updates and required reporting.

EXCLUSIONS

The following services are not included unless authorized in writing:

- Wetlands delineation or environmental permitting
- Major redesign of landfill grading or drainage systems
- Preparation of construction documents
- Construction phase services
- Additional responses to EPD beyond one review cycle

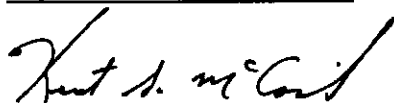
CLOSING

We appreciate the opportunity to assist Monroe County with this regulatory update and look forward to working with you on this project. Our goal is to provide a complete and defensible submittal that facilitates an efficient EPD review and approval.

To authorize this work, please sign and return one copy of this proposal. Our Standard Contract Terms and Conditions will be incorporated into this agreement.

Sincerely,

Triple Point Engineering, Inc.



Kent McCormick, P.E.
Principal Engineer

ACCEPTED BY: Monroe County Board of Commissioners

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

SCHEDULE OF FEES* 2026

PRINCIPAL ENGINEER/SCIENTIST.....	\$210.00/HOUR
SENIOR ENGINEER/CONSULTANT.....	\$185.00/HOUR
PROJECT MANAGER.....	\$165.00/HOUR
PROFESSIONAL ENGINEER.....	\$160.00/HOUR
PROFESSIONAL GEOLOGIST.....	\$155.00/HOUR
PROJECT ENGINEER/SCIENTIST.....	\$150.00/HOUR
DESIGN PROFESSIONAL.....	\$ 125.00/HOUR
ENVIRONMENTAL SPECIALIST.....	\$ 115.00/HOUR
ENVIRONMENTAL/CADD TECHNICIAN.....	\$ 105.00/HOUR
CLERICAL.....	\$ 90.00/HOUR
MILEAGE.....	Per Federal Rate

REIMBURSABLES (printing, supplies, shipping, meals, lodging, surveying, subconsultants, testing, drilling, etc.) COST DIVIDED BY 0.85.

* Rates will be increased by 1.5 times the above amounts for expert witness testimony, courtroom appearance or depositions.

* Field time on weekends or longer than an 8-hour day caused by field requirements will be charged at 1.5 times the above amounts.

TRIPLE POINT ENGINEERING, INC.
STANDARD CONTRACT TERMS AND CONDITIONS
January 2026

1. DEFINITIONS

- 1.1 Triple Point Engineering, Inc., the "Engineer," agrees to provide Professional Services, as delineated in the attached Proposal. "Engineer" means Engineer and its employees, and subcontractors.
- 1.2 The "Client" is the other party to this "Agreement."
- 1.3 The "Contractor" is the responsible party providing construction for the subject Project.

2. ENTIRE AGREEMENT, SCOPE OF WORK

- 2.1 The Agreement between Engineer and Client consists of the Proposal, these Standard Contract Terms and Conditions, and any other exhibits or attachments referenced in the Proposal. Together these elements will constitute the entire Agreement, superseding all prior written or oral negotiations, statements, representations, correspondence, and/or agreements. The Services to be provided by Engineer pursuant to this Agreement are described in the attached Proposal and include the Scope of Work. Both Client and Engineer must mutually acknowledge any changes to this Agreement in writing. All work performed by Engineer on or relating to the Project is subject to the terms and limitations of this Agreement.
- 2.2 If work is performed, but the parties do not reach agreement concerning modifications to the Scope of Work or compensation, then the terms and conditions of this Agreement apply to such work. Disputes concerning modifications to Scope of Work or compensation shall be resolved pursuant to Article 12, "Dispute Resolution."

3. STANDARD OF CARE, DISCLAIMER OF WARRANTIES

- 3.1 Engineer will strive to perform Services under this Agreement in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation and no warranty or guarantee, either express or implied, is included or intended by this Agreement.

4. SITE ACCESS, SITE CONDITIONS, SAMPLES

- 4.1 Client will provide rights of entry and access for Engineer to perform its Services.
- 4.2 Engineer will take reasonable precautions to avoid damage or injury to subterranean structures or utilities in the prosecution of his work. Client agrees to advise Engineer of known or suspected underground features in the area of the work, and Engineer will not be responsible for damage to below grade features not brought to its attention, or incorrectly shown on plans provided.
- 4.3 Client shall promptly pay and be responsible for the removal and lawful disposal of contaminated samples and cuttings, and hazardous substances, unless other arrangements are mutually agreed in writing.

5. OWNERSHIP OF DOCUMENTS, RESTRICTIONS ON REUSE

- 5.1 All documents, including opinions, conclusions, certificates, reports, drawings and specifications and other documents, prepared or furnished by Engineer and Engineer's independent professional consultants pursuant to this Agreement (collectively "Documents") are instruments of Service. Engineer retains all ownership and property interests in the Documents, including all common law, statutory and other reserved rights, including copyrights, whether or not the Project is completed. Client may make and retain copies of them for information and reference in connection with the use and occupancy of the Project; however, such copies are not intended or represented to be suitable for reuse by others, and may not be used on other projects or for additions to this Project outside the Scope of the Work.
- 5.2 At Client's request, client may negotiate with Engineer to acquire ownership of Documents for a mutually agreed amount. If Client acquires ownership of Documents prepared by Engineer, Client agrees: a) that any subsequent reuse or modification of them by Client or any party obtaining them through Client will be at Client's sole risk and without liability to Engineer, and b) client will defend, indemnify and hold harmless Engineer from and against any claims, damages, and liabilities arising from or related to any use, reuse or modification of Documents by Client or any party obtaining them through Client. Client agrees that Engineer may retain copies of all documents for its files.
- 5.3 Electronic communications and CADD data transferred by Email, websites, memory devices, or computer disks (collectively "E-Data") are provided only as an accommodation by Engineer for the benefit of Client. Signed paper prints of documents constitute the contract deliverables. Client assumes the risk that E-Data may differ from the paper deliverables. Client agrees to indemnify and hold harmless Engineer from and against claims, damages, and liabilities for defects or inappropriate use of E-Data created or transmitted by Engineer.

6. THIRD PARTY RELIANCE UPON DOCUMENTS

- 6.1 Engineer's performance of the Services, as set forth in this Agreement, is intended solely and exclusively for the Client's benefit and use. No party may claim under this Agreement as a third-party beneficiary. Client agrees not to distribute, publish or otherwise disseminate Engineer's Documents, without first obtaining Engineer's prior written consent.

- 6.2 No third party may rely upon Engineer's Documents including, but not limited to, opinions, conclusions, certificates, reports, drawings and specifications unless Engineer has agreed to such reliance in advance and in writing.
7. ASSIGNMENT, SUBCONTRACTING
- 7.1 Neither Client nor Engineer may delegate, assign, sublet, or transfer all or any part of this Agreement, including its duties or interest in this Agreement without the written consent of the other party.
- 7.2 Notwithstanding Section 7.1, Engineer may subcontract subsurface exploration, testing, and other supplemental services and assign accounts receivable as security for financial obligations without notification or consent of Client.
8. TERMINATION, SUSPENSION
- 8.1 Either party upon 7 days' written notice may terminate this Agreement for convenience or material breach of Agreement. In the event of termination for convenience or material breach of Agreement, Engineer shall be paid for Services performed to the termination date, plus reasonable termination expenses.
9. ALLOCATION OF RISK
- 9.1 As part of the consideration Engineer requires for provision of the Services indicated herein, Client agrees that any claim for damages filed against Engineer by Client or any contractor or subcontractor hired directly or indirectly by Client will be filed solely against Triple Point Engineering, Inc. or its successors or assigns and that no individual person shall be made personally liable for damages, in whole or in part.
- 9.2 Client's sole and exclusive remedy for any alleged breach of Engineer's standard of care hereunder shall be to require Engineer to re-perform any defective Services.
- 9.3 TO THE MAXIMUM EXTENT PERMITTED BY LAW, CLIENT AGREES THAT THE LIABILITY OF ENGINEER TO CLIENT FOR ANY AND ALL CAUSES OF ACTION, INCLUDING, WITHOUT LIMITATION, CONTRIBUTION, ASSERTED BY CLIENT AND ARISING OUT OF OR RELATED TO THE NEGLIGENT ACT(S), ERROR(S) OR OMISSION(S) OF ENGINEER IN PERFORMING SERVICES, SHALL BE LIMITED TO TWENTY-FIVE THOUSAND DOLLARS (\$25,000) OR THE TOTAL FEES ACTUALLY PAID TO ENGINEER BY CLIENT UNDER THIS AGREEMENT, WHICHEVER IS LESS ("LIMITATION"). CLIENT HEREBY WAIVES AND RELEASES (I) ALL PRESENT AND FUTURE CLAIMS AGAINST ENGINEER OTHER THAN THOSE DESCRIBED IN THE PRECEDING SENTENCE, AND (II) ANY LIABILITY OF ENGINEER IN EXCESS OF THE LIMITATION.
- 9.4 In consideration of the promises contained herein and for other separate, valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Client acknowledges and agrees that (i) but for the Limitation, Engineer would not have performed the Services, (ii) it has had the opportunity to negotiate the terms of the Limitation as part of an "arms-length" transaction, (iii) the Limitation amount may differ from the amount of professional liability insurance carried by Engineer, (iv) the Limitation is merely a limitation of, and not an exculpation from, Engineer's liability and does not in any way obligate Client to defend, indemnify or hold harmless Engineer, (v) the Limitation is an agreed remedy, and (vi) the Limitation amount is neither nominal nor a disincentive to Engineer performing the Services in accordance with the Standard of Care.
- 9.5 Client and Engineer agree to limit each's liability to the other in the following respects: Neither party will have liability to the other for any special, consequential, incidental, exemplary, or penal losses or damages including but not limited to losses, damages or claims related to the unavailability of the other party's property or facility, shutdowns or service interruptions, loss of use, lost profits or revenue, inventory or use, charges or cost of capital or claims of the other party's customer.
- 9.6 The Client agrees that no set of plans and specifications is entirely free of errors and omissions and that additive change orders which arise out of errors or omissions in the plans and specifications and which result in an increase in the amount of the contract for the construction of the project area possible. All costs of engineering errors, omissions or other changes which result in "betterment" or "value added" to the Client shall be borne by the Client, not the Engineer (to the extent of the betterment or value added), and shall not be the basis of a claim.
- 9.7 The limitations of liability of this Agreement shall survive the expiration or termination of this Agreement. All claims by Client shall be deemed relinquished unless filed within one year after substantial completion of the Services.
10. INDEMNIFICATION
- 10.1 Indemnification of Client. Subject to the provisions and limitations of this Agreement, Engineer agrees to indemnify and hold harmless Client, its shareholders, officers, directors, employees, and agents from and against any and all claims, suits, liabilities, damages, expenses (including without limitation reasonable attorney's fees and costs of defense) or other losses (collectively "Losses") to the extent caused by Engineer's negligent performance of its Services under this Agreement.
- 10.2 Indemnification of Engineer. Subject to the provisions and limitations of this Agreement, Client agrees to indemnify and hold harmless Engineer from and against any and all Losses to the extent caused by the negligence of Client, its employees, agents and contractors. In addition, except to the extent caused by Engineer's sole negligence, Client expressly agrees to defend, indemnify and hold harmless Engineer Entities from and against any and all Losses arising from or related to the existence, disposal, release, discharge, treatment or transportation of Hazardous Materials, or the exposure of any person

to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to Hazardous Material.

11. INVOICES, PAYMENTS

- 11.1 Payment is due without retainage upon presentation of invoice and is past due thirty (30) days from invoice date, and will not be contingent upon receipt of funds from third parties. Client agrees to pay a service charge of one and one-half percent (1-1/2%) per month or fraction thereof on past due payments under this Agreement.
- 11.2 It is further agreed that in the event a lien or suit is filed to enforce overdue payments under this Agreement, Engineer will be reimbursed by Client for all costs of such lien or suit and reasonable Attorney's fees in addition to accrued service charges, where the court of appropriate jurisdiction enters a finding in favor of Engineer.
- 11.3 The Schedule of Fees is subject to an annual increase on January 1 of each year not to exceed 5% each year.

12. DISPUTE RESOLUTION

- 12.1 Claims, disputes, and other matters in controversy between Engineer and Client caused by or any way related to this Agreement will be submitted to non-binding mediation as a condition precedent to litigation. The cost for mediation including the mediator's fees, reproduction of documents, and miscellaneous out-of-pocket expenses will be borne equally by each party to this Agreement.
- 12.2 The law of the State of Georgia will govern the validity of these terms, their interpretation and performance. Client and Engineer agree that venue for any litigation will be in the courts of the State of Georgia and Engineer and Client both hereby waive any right to initiate any action in, or remove any action to, any other jurisdiction.

13. SEVERABILITY

- 13.1 This Agreement reflects the entire agreement of the parties with respect to its terms and supersedes all prior agreements, whether written or oral. If any portion of this Agreement is void or voidable, such portion will be deemed stricken and the Agreement reformed to as closely approximate the stricken portions as the law allows.