



**REQUEST FOR PROPOSAL**

**COMPREHENSIVE COMPENSATION REVIEW**

**Bid Number 2018-HR-06**

**March 2018**

**CLAYTON COUNTY WATER AUTHORITY  
1600 Battle Creek Road, Morrow, Georgia 30260**

**Proposal Opening:** Tuesday, April 24, 2018 at 3:30 p.m. (local time)  
1600 Battle Creek Road, Morrow, GA 30260

**Non-Mandatory Pre-Proposal  
Conference Call:** Thursday, April 12, 2018 at 3:30 p.m. (local time)

**This procurement has SLBE Preference Points.**

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## **Division 1**

## **General Information**

### **Section 1: Request for Proposals**

Clayton County Water Authority  
1600 Battle Creek Road  
Morrow, Georgia 30260

Name of Project: **Comprehensive Compensation Review**

The Clayton County Water Authority will open sealed proposals from qualified firms at its office located at 1600 Battle Creek Road, Morrow, Georgia 30260, on **Tuesday, April 24, 2018 at 3:30 p.m. (local time)** for Comprehensive Compensation Review. Any proposals received after the specified time will not be considered.

A Non-Mandatory Pre-Proposal Conference Call will be held on **Thursday, April 12, 2018 at 3:30 p.m. (local time)**. Vendors interested in participating in the conference call meeting should email our Procurement Department at **ccwa\_procurement@ccwa.us** no later than noon on Wednesday, April 11, 2018. The email needs to include the participant's phone number, and CCWA will provide call in instructions.

In an effort to promote responsible environmental practices the proposal package is available in electronic (Adobe PDF) format and can be requested by calling 770-960-5223, M-F, 8:00 am - 5:00 pm or by e-mail to **CCWA\_Procurement@ccwa.us**. Proposers will need to provide contact information and an email address and any file size transfer limits to insure email transmittals can be made. A hardcopy proposal package can also be requested at a cost of \$25.

Clayton County Water Authority

John Chafin, Chairperson

**END OF SECTION**

## **Division 1**

## **General Information**

### **Section 2: General Overview**

#### **2.1 Project Overview and Objective**

The purpose of this document is to enable Clayton County Water Authority (CCWA) to select a partner that can provide the best solution to achieve a successful review of our entity wide compensation program. The selected partner will work with CCWA staff by providing services to adequately review our entity wide compensation strategy, help to design a new pay scale, develop a new job description format to include physical demands for each position, and provide expertise with creative pay structure(s) and required position certification(s). The purpose of this RFP is to invite qualified proposers to prepare and submit proposals to provide these services in accordance with the requirements defined herein. CCWA requires this project be completed by December 31, 2018.

#### **2.2 Project Background**

CCWA participated in the last entity wide compensation review in 1999. Since that time, staff have reviewed our pay structure at least annually. Previously, we reviewed 20% of our payroll each year, with the goal of reviewing our entire payroll over the course of five years. As we continued this practice, our pay scales became compressed, which made it difficult to make changes to our pay structures. Our goal is to keep two (2) paygrades between supervisors and subordinates; however, we seek your input on other approaches.

Approximately five years ago, CCWA changed this method and began to review core industry wide positions. CCWA's rationale was that if we were within the market on these core positions, then our other positions would also be within market.

However, this does not change the fact that our pay scales have become compressed and it is still difficult to recommend changes to the pay scale due to this. In addition, all jobs are not being reviewed on a regular and ongoing basis.

CCWA has approximately 380 employees. This includes approximately ten (10) part time employees. Our annual turnover rate is less than 5%.

CCWA employees work various shifts. While most employees work the first shift, we also have plants that operate 24 hours per day, 365 days per year. Examples of current pay types include standby pay, longevity pay, shift differential, holiday pay and banked holidays. Since the last comprehensive review, CCWA employees have been eligible to receive a cost of living increase and a merit increase annually.

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#### **2.3 Project Scope**

The scope of the Compensation Review includes the following essential tasks:

##### Deliverables

- A. Conduct a comprehensive total compensation review, using not only job titles, but duties and responsibilities of all CCWA positions, both filled and vacant;
- B. Provide recommendations on which pay range/pay grade is appropriate for each position;
- C. Propose a pay range to each classification which reflects the results of the market survey and the analysis of internal position relationships. This should include an explanation of the methodology used in determining the ranges;
- D. Review and recommend changes to all current job descriptions;
- E. Assist in the development of a strategy for implementing the compensation changes and program, including schedules, action items, etc.;
- F. Assist in presenting results to executive management team, as well as the CCWA Board of Directors;
- G. Provide documented step-by-step instructions for CCWA staff to conduct annual pay reviews and adjustments consistent with the study methods until our next formal review is conducted to include a comprehensive reference guide;
- H. Provide job description templates and transfer approximately 240 job descriptions plus any added positions during this review into the templates;
- I. Propose a new pay scale to include minimum, midpoint and maximum ranges for exempt and non-exempt positions;
- J. Develop a new pay scale to allow room for growth so that the spreads allow for new positions to be added. This pay scale must be in Excel format so that CCWA is able to update it as needed.

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### **Section 2: General Overview**

#### **2.4 Project Assumptions**

CCWA recognizes that there are multitude of approaches to the planning and execution of an entity wide compensation review. In order for CCWA to have equally meaningful and easily comparable RFP responses, the following are the assumptions that should be taken into consideration when preparing your responses:

- A. A Project Plan must be developed and have the understanding that CCWA does not wish to make the recommended changes effective until May 1, 2019. The rollout strategy should accommodate this constraint.
- B. At least 80 hours post project consulting support period is requested for the project and should be detailed in the Project Plan.
- C. The awarded proposer must be able to start the engagement shortly after contract award, as specified in the RFP timetable.
- D. CCWA identifies the following as key focus areas, along with resources CCWA will make available as part of the core team for the project:
  - 1. Compensation Program review with market comparison;
  - 2. Development of new pay scale/steps to include computation methods and templates;
  - 3. Recommendations for a new job description format to include physical demands;
  - 4. Reward strategies for attainment of licenses/certifications;
  - 5. The CCWA Compensation & Benefits Coordinator will be available as part of the core team for this project.
- E. CCWA needs Proposer to provide consulting project management and focus area consulting services. Please use your experience in estimating how much and how many consulting individuals are required for the project, as well as the amount of time each would be spending on a weekly basis.

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#### **2.5 Proposal Submission**

One (1) original and four (4) bound copies, and one (1) electronic submission in pdf format of the Proposal (**excluding the Cost Proposal Form<sup>(1)</sup>**) shall be submitted in a sealed container, and delivered by hand, courier service, or via the United States Postal Service to *Clayton County Water Authority, 1600 Battle Creek Road, Morrow, Georgia, 30260*. No facsimiles will be accepted. At the time specified for the Proposal Opening, the sealed containers shall be publicly opened, but only the names of the Proposers shall be read aloud.

*<sup>(1)</sup> One original paper copy of the Cost Proposal Form must be submitted in a separate sealed envelope and placed within the sealed submittal package. The envelope must be marked: "Cost Proposal". The Cost Proposal envelopes will NOT be opened until all evaluations and references are completed for all proposers.*

#### **2.6 Proposal Format**

Proposal response shall be limited to a maximum length of 50 pages (not including resumes, brochures, pre-printed information, and/or required forms). Each proposal package should be prepared and presented to include the information outlined below and be tabbed to denote the sections noted below. In order for the proposal package to be considered responsive, Sections A through H need to be provided as described below:

##### **A. EXECUTIVE SUMMARY**

This section of the response to the RFP is a letter of introduction and interest on letterhead. Provide the full legal name, firm's principal business office address and satellite offices, if any, and indicate the location from which these professional services for the CCWA would be conducted. Include telephone number, fax, email, website if applicable and point of contact. Include information on the firm's history, business activities, size, employees (per office), and ownership. Indicate whether you operate as a single proprietorship, partnership, or corporation. Include the state(s) in which you are incorporated and/or licensed to operate. A representative who has the legal capacity to enter the organization into a formal contract must sign the cover letter. Other items the document would ideally include are:

1. Number of years in the business.
2. Number of years involved with these types of services.

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3. Number of signed contracts in progress.

#### **B. PROJECT UNDERSTANDING**

1. Please provide details of how you would approach completing the project in a timely and cost-effective manner, including what tools and resources will be required to be successful.
2. Provide a brief resume of the proposed consultants and project manager.
3. Detail proposed project structure, roles and responsibilities.

#### **C. METHODOLOGY / MANAGEMENT STRATEGY**

1. Provide project plan, considering the compensation review and strategies that CCWA wants to embark on mentioned in the assumptions and deliverables. The project plan should include, but not be limited to:
  - a) Itemized key tasks as well as defined major milestones. These high-level tasks should correlate to a resource-based pricing. CCWA expects all responses to this RFP to include a summary project schedule identifying at least the planned high-level tasks required to accomplish the project. A more detailed project schedule denoting additional detail will provide an indication that the proposer has experience and in-depth knowledge of this type of implementation. CCWA will expect that the schedule noted above will identify the generic resource requirements (type and rough estimate of hours) needed to accomplish the tasks listed on the schedule.
  - b) The proposed timeline specifically broken down on hours per week of resource requirements (both consulting and CCWA resources) based on identified key tasks. The timeline and resource allocation should cover the proposed phases and appropriate post go-live support services.
  - c) Highlighting when different types of training will occur and the participation level of resources.
  - d) The timeline should be done in Microsoft Excel but should visually show year, months and weeks with a summary page identifying total hours per key steps and resource.



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2. Provide a description of administrative capabilities to support the cost tracking of services on a daily basis. The consultants shall provide weekly timesheets that needs to be signed by CCWA. The project manager should collate all approved timesheets from the consultants and provide a bi-weekly summary report to CCWA of the billable hours of all consultants. This bi-weekly summary should be broken down per the different milestones of the project. The proposer shall be paid the hours reflected on the bi-weekly summary report upon accomplishment of set milestones as agreed upon by the proposer and CCWA. The proposer should provide respective criteria per milestone that will constitute successful delivery and completion of the milestone. CCWA has the right to refuse payment if the milestones were not met successfully based on identified criteria as defined.
3. Provide CCWA with the methodology that proposer will dutifully follow for the compensation review.

#### **D. EXPERIENCE AND QUALIFICATIONS**

This section of the RFP response should address the firm's experience and qualifications. These credentials can come in the form of a separate document in the Appendix of the response or included as its own section. Regardless of how it is presented, each one of the credentials must be provided.

##### **Background**

1. History of company.
2. Size of company.
3. Organization Management Overview.
4. Ownership.

##### **Statistics**

1. Number of offices / locations.
2. Number of employees.
3. Number of pro-jects with public entities using similar scope within the last 18 months.
4. Average duration of an implementation / average duration for similar project in like entity.

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5. Average years' experience of the consultants you intend to assign to this project.
6. Any additional information that would be pertinent.

#### **E. COST PROPOSAL**

CCWA requests a Time and Material proposal that documents the estimated hours and associated hourly rates to arrive at an overall total cost.

CCWA expects that your hourly rates will also include any and all expenses including but not limited to travel, administrative costs, incidentals, overhead and profit. Failure to provide a total cost estimated will result in your proposal being deemed non-responsive.

The Cost Proposal Form must be submitted in a separate sealed envelope and placed within the sealed submittal package. The Cost Proposal envelopes will NOT be opened until all evaluations and references are completed for all Proposers.

CCWA reserves the right to negotiate costs with any and all Proposers that may be awarded work under this RFP. Such negotiations are at the sole discretion of the CCWA.

No other references or mentioning of costs should be included in any other sections of your submitted proposal.

In order for the Proposal Package to be considered responsive, the Cost Proposal Form must be completed in its entirety. ***Please note the cost proposal section must be submitted in a sealed separate container from the rest of the RFP submission, marked: "Cost Proposal".***

#### **F. REFERENCES**

Proposers must provide at least three (3) client references. Information should include at a minimum: client name, address, phone number, e-mail address, and contact person.

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In addition, references must include:

1. Public entity/water utility customers;
2. Customers with 300 – 500 employees;
3. One current public entity reference;
4. One previous public entity reference

**G. SMALL LOCAL BUSINESS ENTERPRISE (SLBE) PREFERENCE POINTS**

This procurement will have an incentive of up to 10 possible additional points (“preference points”) given to all CCWA certified SLBE primes only depending on their business county of location. Please refer to Division 2, Section 8 of these RFP documents.

**2.7 Evaluation Criteria**

Initially, all proposals will be reviewed by CCWA Procurement to determine if the proposal submittal is a complete and responsive responsible submittal to our RFP. Proposals will be evaluated by CCWA staff and ranked based on the criteria items shown below, except Cost. CCWA staff will then evaluate the Cost Proposal submission and will rank the proposals to develop a short list of the top ranked firms. After short-listing the top ranked firms, presentations may be conducted at the sole discretion of CCWA.

<b>Item</b>	<b>Criteria</b>	<b>Points</b>
1	Project Understanding	10
2	Methodology / Management Strategy	10
3	Experience and Qualifications	20
4	Cost Proposal	45
5	References	5
6	SLBE – RFP Preference Points <sup>(1)</sup>	10
	<b>Total Possible Points</b>	<b>100</b>
7	Presentations (if required by CCWA)	20
	<b>Maximum total Points with Presentation</b>	<b>120</b>

<sup>(1)</sup> Points to be determined depending on the proposer’s business location, after verification of CCWA SLBE certification.

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**2.8 Proposal Schedule**

The planned schedule for proceeding with the selection process for this work is as follows:

Non-Mandatory Pre-Conference Call	Thursday, April 12, 2018 at 3:30 PM
Deadline for Questions	Monday, April 16, 2018 at 3:30 PM
Issue Last Addendum	Thursday, April 19, 2018 at 3:30 PM
RFP Opening	Tuesday, April 24, 2018 at 3:30 PM
Short-list Notification, if needed	Monday, June 4, 2018
Presentations, if needed	Thursday, June 14, 2018
CCWA Board Approval	Thursday, July 5, 2018
Sign Contract	Friday, August 10, 2018
Planned Start Date	Wednesday, August 15, 2018

*All times listed are local time.*

**2.9 Addenda**

During the RFP process no firm or individual is to have verbal or written communication on any aspect of this RFP with any CCWA employee or Board member. Failure to comply with this requirement may result in disqualification from the process.

To be considered, all questions must be received in writing via email to **CCWA\_Procurement@ccwa.us** by **3:30 p.m. (local time)** on **Monday, April 16, 2018**. Any and all responses to proposers' questions will be issued in the form of an Addenda by email. All addenda issued shall become part of the Proposal Documents.

**2.10 Proposal Preparation Costs**

Costs for developing proposals are entirely the responsibility of the Proposer and shall not be chargeable to the Clayton County Water Authority.

**END OF SECTION**

## **Division 2**

## **Proposal Requirements**

### **Section 1: Instructions to Proposers**

These instructions are to be followed by every entity proposing to provide the Clayton County Water Authority (CCWA) with goods and/or services. These instructions constitute an integral part of the proposal, and any Proposer agrees that tender of a proposal constitutes acknowledgment and acceptance of its obligation to adhere to these instructions, which are to be incorporated into and considered part of any contract the Proposer ultimately executes with the CCWA.

1. If there is any question whatsoever regarding any portion of the specifications, it shall be the Proposer's responsibility to seek clarification immediately from the CCWA, as early as possible prior to the proposal opening. Regarding public works projects, requests for interpretations of specifications must be made in writing to the department proposing out the project not later than five (5) days prior to receipt of proposals.
2. Unless it is otherwise stated in the proposal documents, it shall be the responsibility of the proposer to inform itself as to all conditions of the work site and to make and take account thereof in calculating and submitting its proposal. Documents may be made available by the CCWA during the proposal process; no warranty of accuracy is made in regard to these documents, and it is the responsibility of the proposer to make its own investigations as to the nature of the work and the conditions under which it shall be performed, and to make its own independent assumptions as to these matters. The burden of anticipating unforeseen circumstances, either hidden or latent, and the conditions of the work site and all related circumstances, and the cost of accommodating therefore should unanticipated circumstances be later encountered shall rest upon the proposer.
3. Pre-proposal meeting or any other information session will be held at the location as indicated in the solicitation. Unless indicated otherwise, attendance is not mandatory; although proposers are strongly encouraged to attend. However, in the event the meeting is mandatory, then a representative of the proposer must attend the meeting in its entirety to be considered eligible for solicitation award. Late entry to the meeting will not be allowed.
4. In the event that, after the acceptance of a proposal by the Board of Directors of the CCWA, any unsuccessful proposer wishes to contest such action, a written "Notice of Contest" must be filed with the General Manager no later than close of business on the 5th business day after the selection of successful proposer by the Board. Failure to timely file such notice shall forever preclude the filing of a contest of the award, or any civil action in the courts of the State of Georgia or of the United States.

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### **Section 1: Instructions to Proposers**

5. Information submitted by the Proposer in the proposal process shall be subject to disclosure after proposal award in accordance with the Georgia Open Records Act. Proprietary information must be identified and be accompanied by a signed affidavit outlining the redacted information. Entire proposals may not be deemed proprietary.
6. Proposals must be made on the enclosed Proposal Form. Unless otherwise requested, one (1) original and at least two (2) copies of the Proposal Form need to be submitted, and these copies must be typewritten or printed in ink. All copies of any Proposal Forms must be signed in ink by the person or persons authorized to sign the Proposal Form. The person signing the Proposal Form must initial any changes or corrections.
7. The name of the person, firm, or corporation making the proposal must be printed in ink, along with the Proposer's signature, on all separate sheets of the Proposal Form. If a proposal is made by an individual, his name and post office address must be shown. If made by a firm, or partnership, the name and the post office address of each member of the firm or partnership must be shown. If made by a Corporation, the person or persons signing the proposal must show the name of the State under the laws of which the Corporation is chartered and his, or their, authority for signing same. The names, titles and addresses of the President, Secretary and the Treasurer and the corporate authority for doing business in this state shall be listed and returned with the Proposal Form.
8. All proposals must be hand delivered, delivered by courier service, or mailed via the United States Postal Service. No facsimiles will be accepted. The person, firm, or corporation making the proposal shall submit it in a sealed envelope on or before the date and time specified in the proposal package. The envelope shall be marked "**Sealed Proposal**" and carry the proposal title, Contractor's License Number and date and time of opening as set forth in the proposal package. The envelope shall also bear the name of the party making the proposal and the party's address. Address proposals to *Clayton County Water Authority, 1600 Battle Creek Road, Morrow, Georgia, 30260*. Even if a proposal is not submitted, the Proposal Form should be returned signed and with an explanation, otherwise the result will be deletion from the mailing list.
9. If published price books are a part of your proposal, one price book must be included with your Proposal Form, and the successful Proposer is required to furnish additional current price books after award of the proposal.

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10. Alterations to the documents are strictly prohibited and shall result in automatic disqualification of the Contractor's proposal. If there are "exceptions" to the specifications or comments to any of the solicitation requirements or other language, then the proposer may ask questions regarding those requirements or submit additional documentation as to the variation from the specifications, but may not alter any of the language contained in the solicitation.
11. In the case of goods, the person, firm or corporation making the proposal may propose all items. All items may be considered separately, at the discretion of the CCWA.
12. Proposers for construction contracts where the laws of Georgia or the United States of America require a license in order to perform such construction must list the license number and class on the face of the proposal envelope and must enclose copies of any required license with the proposal.
13. When public work is let out for proposal, no person shall prevent or attempt to prevent competition in such proposal. Such Proposers must make an oath filed with the officer who makes payments under the contract that they have not prevented or attempted to prevent competition in the proposal process. Such oath must be signed by: if a partnership, all partners and any officer or agent or other person who acted on the partnership's behalf during the proposal process; if a corporation, all officers, agents, or other persons who acted for the corporation in the proposal process.
14. Proposals shall not be withdrawn or cancelled by the proposer past the proposal opening date and time. The proposer may make modifications/corrections to the proposal by submitting a corrected seal proposal but only if the change is prior to the proposal opening. The corrected document should be clearly marked that it supersedes the proposal originally submitted. No modification or corrections will be allowed subsequent to the proposal opening.
15. By tendering a proposal, a Proposer agrees to leave the proposal open for acceptance by the CCWA for ninety (90) days after the date set for the opening thereof.
16. By tendering a proposal, the Proposer certifies that the Proposer has carefully examined these instructions and the terms and specifications applicable to and made a part of the proposal. The Proposer further certifies that the prices shown in any schedule of items on which the Proposer is proposing are in accordance with the conditions, terms and specifications of the proposal and that they are aware that any exception taken thereto may disqualify the proposal. Proposers are required to inform themselves fully as to the availability of materials and the conditions relating to

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- construction and labor under which any work will be or is now being performed. No error or misjudgment nor any lack of information on local conditions, general laws or regulations on the part of the Proposer shall merit withdrawal of the proposal.
17. Copies of all communication pertaining to proposals must be sent to the Contracts, Compliance and Risk Management Section.
  18. The purpose of this proposal is to establish contract prices. Unit price extension and net total must be shown if applicable. Cash discounts should be indicated separately. The CCWA is exempt from federal or state sales taxes; do not include such amounts in the proposal. Exemption certificates are furnished upon request.
  19. Proposers are hereby notified and agree by submission of a Proposal Form that if additional items not listed in the Proposal Form become necessary and require unit prices not established by the Proposal Form, the unit prices of such items shall be negotiated and shall be directly proportional to the established unit prices of similar items in the Proposal Form.
  20. All prices on goods shall be for delivery, our destination, f.o.b. freight prepaid Jonesboro, Georgia, and/or Morrow, Georgia, unless otherwise shown. Any deliveries shall be made as needed and requested throughout the contract period.
  21. Quantities when shown are estimates only, based on anticipated needs. The CCWA reserves the right to purchase more or less based on actual need at contract price. If a Proposer intends to offer minimum or maximum shipment quantities, such intent and such quantities should be specified on the Proposal Form. Otherwise, none will be assumed.
  22. The time for completion of the work is stated in the Proposal Form. Failure to complete the work within this period shall result in payment to the CCWA of liquidated damages in an amount provided for by contract for each calendar day in excess of the Contract time.
  23. The Proposer must employ such methods and means in carrying out the work as will not cause any interruption of or interference with any other Proposer.
  24. The successful Proposer must comply with the applicable Risk Management Requirements prior to beginning performance, and during the contract period.
  25. The Contract between the CCWA and the Proposer shall be executed on a form provided by CCWA and will be subject to all requirements of the contract documents



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(which include but may not be limited to the Contract, these instructions, any Purchase Orders, the Risk Management Requirements, and the Hold Harmless Agreement), and shall form a binding contract between the contracting parties.

26. Failure to execute the Contract, any required Surety Performance and Payment Bonds, or to furnish any required satisfactory proof of carriage of required insurance within ten (10) days from the date of notice of award of the Contract shall be just cause for the annulment of the award and for forfeiture of the proposal guaranty to the CCWA, not as a penalty, but in liquidation of damages sustained. At the discretion of the CCWA, the award may then be made to the next lowest responsible proposer, or the work may be re-advertised or constructed by the CCWA.
27. Any Contract and Contract Bonds shall be executed in duplicate.
28. Award of this proposal shall be by action of the CCWA Board at its regular monthly meeting.
29. The CCWA reserves the right, with or without notice or cause, to accept any proposal regardless of the amount thereof; to reject any proposal, or any number of proposals; to negotiate with any Proposer for a reduction of or alterations in its proposal; to reject all proposals and to call for additional proposals upon the same or different invitations to proposal, plans or specifications; to be sole judge, in its discretion, on all questions as to whether or not a proposal complies with the invitation to proposal, the plans or the specifications, and as to the solvency and sufficiency of any and all sureties on all bonds.
30. The apparent low proposal for goods shall be considered to be the lowest aggregate total price of specified products at their unit prices times the estimated required quantities of these specified products.
31. While price is the prime criteria, and the CCWA intends to purchase at the lowest responsible proposal available, price shall not be the sole criteria utilized by the CCWA in evaluating the proposal package submitted. The following criteria shall also be utilized by the CCWA in determining the lowest responsible proposal:
  - a. Ability of proposer to perform in the time frame needed by the CCWA.
  - b. Reputation of the proposer in its industry.
  - c. Reasonableness of the proposal in relation to anticipated costs.
  - d. Ongoing relationships with the CCWA based on above-average prior performance of work with the Authority.

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### **Section 1: Instructions to Proposers**

- e. Preference for local proposers where there is no significant variance in price or service.
32. Proposers are notified that the Authority reserves the right except in the case of public works contracts to include among the factors considered in awarding the contract the proximity of each Proposer's place of business to any affected Authority facility. The Authority further reserves the right to award the contract to a Proposer other than the Proposer offering the lowest price where: (a) the difference in price between the low Proposer and the preferred Proposer is nominal; and (b) the Authority's Board determines that the preferred proposal provides the most cost effective option due to the closer proximity of the preferred Proposer's place of business to the affected Authority facility or facilities. In such a situation, by responding to this proposal, the Proposer waives any cause of action against the Authority for frustration of proposal or under any similar legal theory; furthermore, the Proposer agrees to pay all costs and expenses, including but not limited to attorney fees, incurred by the Authority in defending against any such claim.
33. It is the policy of the Clayton County Water Authority (CCWA) to promote award of sub-agreements for goods and/or services to qualified minority and women-owned businesses. Proposers are encouraged to solicit small local, minority and women-owned businesses whenever they are potential sources.
34. Proposers are encouraged to utilize the services and assistance of the U.S. Small Business Administration (SBA), and the office of the Department of Commerce Minority Business Development Agency (MBDA). These agencies can provide assistance in securing the names of qualified minority and women-owned businesses. Additionally, it is encouraged that proposers access certified Small Local Business Enterprise (SLBE) vendors from Clayton County, DeKalb County, and City of Atlanta.

The Georgia Department of Transportation (DOT) has established a list of qualified Disadvantaged Business Enterprises. Information is available online under the tab for "Directories", link for "UCP Directory - Excel" at:  
<http://www.dot.ga.gov/PS/Business/DBE>.

The successful Proposer will be asked to provide, along with his Request for Payment each month a list of qualified SLBE and MBE/WBE businesses utilized on this Project.

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### **Section 1: Instructions to Proposers**

#### **GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006**

35. Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the successful Proposer understands and agrees that compliance with the requirements of O.C.G.A.13-10-91 and Georgia Department of Labor Rule 300-10-02 are conditions of this proposal and contract document. The Proposer further agrees that such compliance shall be attested by the Proposer and any of his Subcontractors by execution of the appropriate Affidavit and Agreement included after the Agreement Form of these documents.

**END OF SECTION**

## **Division 2**

## **Proposal Requirements**

### **Section 2: Risk Management Requirements**

The Contractor will provide minimum insurance coverage and limits as per the following: The Contractor will file with the Authority Certificates of Insurance, certifying the required insurance coverages and stating that each policy has been endorsed to provide thirty (30) day notice to the Authority in the event that coverage is cancelled, non-renewed or the types of coverage or limits of liability are reduced below those required. All bonds and insurance coverage must be placed with an insurance company approved by Authority Management, admitted to do business in the State of Georgia, and rated Secure (“B+” or better) by A.M. Best Company in the latest edition of Property and Casualty Ratings, or rated by Standard & Poors Insurance Ratings, latest edition as Secure (“BBB” or better). Worker’s Compensation self-insurance for individual Contractors must be approved by the Worker’s Compensation Board, State of Georgia and/or Self-Insurance pools approved by the Insurance Commissioner, State of Georgia.

#### **CONTRACTS FOR UP TO \$50,000**

**Worker’s Compensation** – Worker’s Compensation coverage on a statutory basis for the State of Georgia with an Employer’s Liability limit of \$100,000 each Accident, Disease \$100,000 each employee, \$500,000 Disease policy limit.

**Automobile Liability** – Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$500,000 combined single limit.

**Commercial General Liability** – Coverage to be provided on “occurrence” not “claims made” basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground (“xcu”) perils, the “Clayton County Water Authority” is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

#### **CONTRACTS FOR MORE THAN \$50,000**

**Worker’s Compensation** – Worker’s Compensation coverage on a statutory basis for the State of Georgia with an Employer’s Liability limit of \$1,000,000. The increased Employer’s Liability limit may be provided by an Umbrella or Excess Liability policy.

**Automobile Liability** - Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$1,000,000 combined single limit.

**Commercial General Liability** – Coverage to be provided on “occurrence” not “claims made” basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground (“xcu”) perils, the “Clayton County Water Authority” is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

**Division 2**

**Proposal Requirements**

**Section 2: Risk Management Requirements**

**RISK MANAGEMENT REQUIREMENTS (Cont'd)**

**CONTRACTS FOR UP TO \$50,000**

**CONTRACTS FOR MORE THAN \$50,000**

**LIMITS OF LIABILITY:**

\$1,000,000	Per Occurrence
\$1,000,000	Personal and Advertising
\$50,000	Fire Damage*
\$5,000	Medical Payments*
\$1,000,000	General Aggregate
\$1,000,000	Products/Completed Operations per Occurrence and Aggregate

*\*These are automatic minimums*

**Owner's Protective Liability** – The Authority's Management may, in its discretion, require Owner's Protective Liability in some situations.

**Umbrella and/or Excess Liability** – The umbrella or Excess Liability Policy may be used to combine with underlying policies to obtain the limits required. The Management of the Authority may elect to require higher limits.

**Owner's Protective Liability** – The Authority's Management may, in its discretion, require Owner's Protective Liability in some situations.

**END OF SECTION**

## **Division 2**

## **Proposal Requirements**

### **Section 3: Proposal Submittals**

#### **3.1 Required Submittals (Forms):**

The following forms are required to be included as part of the proposal submittal. Failure to include any of these items may result in the proposal being deemed non-responsive:

- A. Cost Proposal Form – Proposers must submit their completed and signed Cost Proposal Form in a separate sealed container which should be marked “Cost Proposal Form”, and include the proposal title, opening date and time. **The provided Cost Proposal Forms shall not be altered or modified.**
- B. Proposer Qualification Information Form.
- C. Georgia Security and Immigration Compliance Act of 2006 Form.
- D. Contractor Affidavit and Agreement Form.
- E. Subcontractor Affidavit Form.

If a Contractor/Subcontractor will not be performing any services under this contract, the Contractor/company submitting the proposal MUST also complete, sign, date, and have both Affidavit forms notarized and make proper notation of "N/A" - Not Applicable.

Clayton County Water Authority (CCWA) cannot consider any proposal which does not include completed affidavits. It is not the intent of this notice to provide detailed information or legal advice concerning the Georgia Security & Immigration Compliance Act of 2006, as amended on May 11, 2009. All Proposers intending to do business with CCWA are responsible for independently apprising themselves and complying with the requirements of that law, and its effect on CCWA procurements and their participation in those procurements.

- F. Addenda (if any).

**END OF SECTION**

**Division 2** **Proposal Requirements**

**Section 4: Cost Proposal Form**

Proposal of \_\_\_\_\_  
(Hereinafter "Proposer"), organized and existing under the laws of the State of \_\_\_\_\_,  
doing business as \_\_\_\_\_ (insert "a corporation,"  
"a partnership," or "an individual" or such other business entity designation as is  
applicable).

To the Clayton County Water Authority (hereinafter "Owner").

In compliance with the Request for Proposals, Proposer hereby proposes to perform all  
Work for **Comprehensive Compensation Review** in strict accordance with the  
Contract Documents as enumerated in the Request for Proposals, within the time set  
forth therein, and at the prices stated below.

By submission of this Proposal, Proposer certifies, and in the case of joint Proposal  
each party thereto certifies as to the party's own organization that this Proposal has  
been arrived at independently, without consultation, communication, or agreement as to  
any matter relating to this Proposal with any other proposer or with any competitor.  
Proposer also certifies compliance with the Instructions to Proposers.

In submitting this Proposal, Proposer certifies proposer is qualified to do business in the  
state of Georgia as required by laws, rules, and regulations or, if allowed by statute,  
covenants to obtain such qualification prior to contract award.

**CONTRACT EXECUTION AND BONDS:**

The undersigned Proposer agrees, if this Proposal is accepted, to enter into an  
Agreement with OWNER on the form included in the Documents to perform and furnish  
Work as specified or indicated in the Documents for the Contract Price derived from the  
Proposal and within the times indicated herein and in accordance with the other terms  
and conditions of the Documents.

Proposer accepts the terms and conditions of the Documents.

**INSURANCE:**

Proposer further agrees that proposal amount(s) stated herein includes specific  
consideration for the specified insurance coverages.

**CONTRACT TIME:**

**Division 2** **Proposal Requirements**

---

**Section 4: Cost Proposal Form**

Proposer hereby agrees to execute the agreement within fourteen (14) calendar days under this contract or on a date to be specified in the Notice to Proceed. The total time for the Proposer to complete this project shall not exceed one hundred and twenty (120) calendar days.

**PROPOSAL:**

The undersigned proposes to complete, in all respects, sound and conformable with this Contract Document the work for the amounts as shown on the following Proposal Cost Form.

**ADDENDA:**

Proposer acknowledges receipt of the following Addenda:

---



**Division 2** **Proposal Requirements**

**Section 4: Cost Proposal Form**

In compliance with the Request for Proposals, Proposer hereby proposes to provide with **Comprehensive Compensation Review** in strict accordance with this Request for Proposals, within the time set forth therein and at the hourly rates. Hourly rates shall also include any and all expenses including but not limited to travel, administrative costs, incidentals, overhead and profit. Failure to provide a total cost estimated will result in your proposal being deemed non-responsive.

**Cost Proposal Form**

<b>Personnel</b> – Below please list the personnel that will work on this project. Examples of personnel types include: Principal in Charge, Project Manager, Administrative Staff. Include the hourly rates associated with each level of personnel and their estimated number of hours. If more than one person fits the role, please include the TOTAL number of hours.	<b>Hourly Rate</b>	<b>Estimated # of Hours</b>	<b>Extended Amount</b>
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

If the Proposer is a CCWA certified SLBE, the certification number must be entered below as well as the County where the business is located in. The corresponding SLBE preference points will be determined according to the county of business address, as outlined on page 2-8.3 of this package. Information provided on this form will be subject to verification by CCWA.

CCWA SLBE Certification No. \_\_\_\_\_ County: \_\_\_\_\_

Applicable Preference Points (please check one):     7.5     10

Submitted by: \_\_\_\_\_

COMPANY NAME OF PROPOSER

**Division 2**

**Proposal Requirements**

**Section 4: Cost Proposal Form**

Submitted by:

---

*(NAME OF PROPOSER)*

By: \_\_\_\_\_  
*(SIGNATURE)*

---

*(TITLE)*

---

*(DATE)*

*(SEAL)*  
*(ATTEST)*

---

*(ADDRESS)*

---

*(PHONE NUMBER)*

---

*(FAX NUMBER)*

---

*(LICENSE NUMBER) (If applicable)*

---

*(E-MAIL ADDRESS)*

**END OF SECTION**

**Division 2**

**Proposal Requirements**

**Section 6: Proposer Qualification Information**

COMPANY NAME OF PROPOSER: \_\_\_\_\_

NUMBER OF YEARS IN BUSINESS \_\_\_\_\_

BUSINESS ADDRESS OF COMPANY: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

POINT OF CONTACT NAME: \_\_\_\_\_

POINT OF CONTACT EMAIL  
ADDRESS: \_\_\_\_\_

COMPANY TAX ID NUMBER: \_\_\_\_\_

COMPANY WEBSITE: \_\_\_\_\_

- ENTITY TYPE:     Individual/Sole Proprietor                       Employee Owned Company  
                          Privately Held Corporation/LLC                       Partnership  
                          Publicly Owned Company                                       Attorney  
                          Other (specify):

NAME OF PRINCIPAL OFFICERS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**END OF SECTION**

**Division 2**

**Proposal Requirements**

**Section 7: Contractor Affidavit and Agreement**

**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006**

- A. Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the Contractor understands and agrees that compliance with the requirements of O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-.02 are conditions of this Agreement. The Contractor further agrees that such compliance shall be attested by the Contractor through execution of the contractor affidavit required by Georgia Department of Labor Rule 300-10-1-.07, or a substantially similar contractor affidavit. The Contractor's fully executed affidavit is attached hereto as Exhibit \_\_\_\_ and is incorporated into this Agreement by reference herein.
  
- B. By initialing in the appropriate line below, the Contractor certifies that the following employee-number category as identified in O.C.G.A. § 13-10-91 is applicable to the Contractor:
  - 1. \_\_\_\_\_ 500 or more employees;
  - 2. \_\_\_\_\_ 100 or more employees;
  - 3. \_\_\_\_\_ Fewer than 100 employees.
  
- C. The Contractor understands and agrees that, in the event the Contractor employs or contracts with any subcontractor or subcontractors in connection with this Agreement, the Contractor shall:
  - 1. Secure from each such subcontractor an indication of the employee-number category as identified in O.C.G.A. § 13-10-91 that is applicable to the subcontractor;
  - 2. Secure from each such subcontractor an attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 by causing each such subcontractor to execute the subcontractor affidavit required by Georgia Department of Labor Rule 300-10-1-.08, or a substantially similar subcontractor affidavit. The Contractor further understands and agrees that the Contractor shall require the executed subcontractor affidavit to become a part of the agreement between the Contractor and each such subcontractor. The Contractor agrees to maintain records of each subcontractor attestation required hereunder for inspection by the Clayton County Water Authority at any time."

**Contractor** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Division 2**

**Proposal Requirements**

**Section 7: Contractor Affidavit and Agreement**

**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 contracting with the Clayton County Water Authority has registered with, is participating in, uses, and will continue to use for the duration of the contract, the federal work authorization program - EEV/Basic Pilot Program operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA), commonly known as E-Verify, in accordance with the applicability provisions established in [O.C.G.A. 13-10-91](#).

The undersigned further agrees that, in connection with the physical performance of services pursuant to this contract with the Clayton County Water Authority, the contractor will only employ or contract with subcontractor(s), who can present a similar affidavit verifying the subcontractor's compliance with [O.C.G.A. 13-10-91](#). Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Clayton County Water Authority within five days of the subcontractor(s) presenting such affidavit(s) to the contractor.

---

EEV / Basic Pilot Program\* User Identification Number  
**Enter four to six digit numbers**

---

Name of Contractor (Printed)

---

BY: Authorized Officer or Agent  
(Contractor Name)

---

Date

---

Title of Authorized Officer or Agent of Contractor

---

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS

THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_\_.

---

Notary Public

---

My Commission Expires

**Division 2**

**Proposal Requirements**

**Section 7: Contractor Affidavit and Agreement**

**SUBCONTRACTOR AFFIDAVIT AND AGREEMENT**

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 \_\_\_\_\_ on behalf of the Clayton County Water Authority has registered with, is participating in, uses, and will continue to use for the duration of the contract the federal work authorization program - EEV/Basic Pilot Program operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA), commonly known as E-Verify, in accordance with the applicability provisions and deadlines established in [O.C.G.A. 13-10-91](#).

The undersigned further agrees that, in connection with the physical performance of services pursuant to this contract with \_\_\_\_\_ on behalf of the Clayton County Water Authority, the subcontractor will only employ or contract with sub-subcontractor(s), who can present a similar affidavit verifying the sub-subcontractor's compliance with [O.C.G.A. 13-10-91](#). The undersigned further agrees that the Subcontractor will maintain records of such compliance and provide a copy of each such verification to the Contractor within five days of the sub-subcontractor(s) presenting such affidavit(s) to the Sub-contractor.

EEV / Basic Pilot Program\* User Identification Number  
**Enter four to six digit numbers**

Name of Sub-Contractor (Printed)

BY: Authorized Officer or Agent  
(Subcontractor Name)

Date

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

Subscribed and sworn before me on this the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Notary Public

My Commission Expires

**END OF SECTION**

## **Division 2** **Proposal Requirements**

### **Section 8: Small Local Business Enterprises (SLBE) - General Information**

#### **8.1 Program Overview**

Clayton County Water Authority (CCWA) has implemented a Small Local Business Enterprise Program to promote full and open competition in all government procurement and purchasing. Goals for participation of Small Local Business Enterprises (SLBE's) are set on a contract by contract basis for each specific prime contract with subcontracting possibilities. CCWA wants to ensure that Proposers are non-discriminatory in their process of selecting sub-contractors. CCWA also wants to encourage Proposers to utilize small, minority or woman-owned businesses whenever possible. All forms included in this solicitation must be completed for Proposer to be considered responsive.

SLBE means a locally-based small business operating inside or outside of Clayton County, which meets the following criteria:

- A) Independently owned and operated business concern whose average annual gross receipts for the previous three years must not exceed (1) Construction Firms – \$5,000,000, (2) Professional Services Firms – \$1,000,000, (3) Architectural & Engineering – \$2,000,000, and (4) Goods & Services – less than 100 employees.
- B) Locally based, meaning located and operating in Clayton County or the ten (10) counties of Cherokee, Cobb, DeKalb, Douglas, Fayette, Fulton, Gwinnett, Henry, Rockdale and Spalding for at least one year prior to submitting application for certification.

If a firm is locally-based in one of the counties mentioned above, is currently certified as a small business through the DeKalb County, Clayton County, or the City of Atlanta, and can provide evidence of its certification, the firm will be provisionally accepted as a SLBE, provided that they complete the official certification application for CCWA within two (2) years following the date of provisional certification. If a firm meets these qualifications, but is not currently certified as a small business, then the firm must complete an application for certification with CCWA no later than seven (7) business days following the deadline for proposal submission.

SLBE's must perform a commercially useful function, which means performance of provision of real and actual services under the contract or subcontract with CCWA. Factors such as the nature and amount of the work subcontracted; whether the SLBE has the skill and expertise to perform the work for which it has been certified; whether the SLBE actually performs, manages or supervises the work; and whether the SLBE intends to purchase commodities and/or services

**Division 2 Proposal Requirements**

**Section 8: Small Local Business Enterprises (SLBE) - General Information**

from a non-SLBE and simply resell them will be considered in determining if the SLBE is performing a commercially useful function.

**8.2 Overview of RFP Preference Points**

RFP Preference Points are incentives that range between 7.5 and 10 points to be given to CCWA certified SLBE's (primes only) located in Clayton County or the ten (10) counties outlined in this section. RFP Preference points will be added to the total score for evaluation purposes in determining the highest ranked responsible responsive proposer.

<b><u>Example:</u></b>			
General proposal requirements .....		(POSSIBLE TOTAL 50 POINTS)	
Technical requirements .....		(POSSIBLE TOTAL 50 POINTS)	
SLBE Preference Points .....		(POSSIBLE TOTAL 10 POINTS)	
<b><u>SLBE Proposal</u></b>		<b><u>NON-SLBE Proposal</u></b>	
General Requirements .....	40	General Requirements .....	40
Technical Requirements .....	30	Technical Requirements .....	30
SLBE Preference Points – Clayton Co. ....	10	No SLBE Preference .....	0
<b>TOTAL POINTS</b>	<b>80</b>	<b>TOTAL POINTS</b>	<b>70</b>

The calculation of RFP Preference Points will be based on where the county the business is located, as follows:

- a) 10 points for SLBE's located in Clayton County.
- b) 7.5 points for SLBE's in located in any of the following counties: DeKalb, Fayette, Fulton, Henry, Spalding, Cherokee, Cobb, Douglas, Gwinnett and Rockdale.

Points will be given to Proposers who are SLBE Primes only.

In the event of a tie proposal between a SLBE Proposer and a Non-SLBE Proposer, the SLBE Proposer will be recommended for the contract.

Please contact Contracts, Compliance and Risk Management at [ccwa\\_slbe\\_program@ccwa.us](mailto:ccwa_slbe_program@ccwa.us) for more information on CCWA's SLBE Program or visit our website at [www.ccwa.us](http://www.ccwa.us).

**END OF SECTION**



## **Division 3**

## **Contract Forms**

### **Section 1: Agreement Form**

**STATE OF GEORGIA  
COUNTY OF CLAYTON**

#### **AGREEMENT FOR SINGLE PURCHASE OF SERVICES**

This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, between the **CLAYTON COUNTY WATER AUTHORITY** (hereinafter "the Authority") and \_\_\_\_\_, (hereinafter "the Contractor"), witnesseth:

**WHEREAS**, the Authority is contracting with the Contractor for certain services described below for the term specified herein;

**NOW THEREFORE**, the parties agree as follows:

1. **DESCRIPTION OF SERVICES**: The Contractor shall provide services to the Authority in such quantities as the Authority requires for **Comprehensive Compensation Review**, as described in the Request for Proposal dated March 2018.
2. **COSTS**: The Authority shall pay the Contractor the hourly rates as stipulated in the Cost Proposal Form hereto attached as full compensation relative to the Proposal dated \_\_\_\_\_, a copy of which is attached and incorporated into this contract. The Contractor shall be paid for items of work as noted:  
  
The Authority shall pay the Contractor net 30 days upon receipt of the invoice, and upon acceptance of the work in accordance with the specifications. Payments will be made via regular US Mail.
3. **TIME FOR COMPLETION OF PROJECT**: Contractor hereby agrees to commence work within fourteen (14) calendar days under this contract or on a date to be specified in the Notice to Proceed. The total time for the Contractor to complete this project shall not exceed one hundred and twenty (120) calendar days.
4. **WARRANTY ON SERVICES RENDERED**: The Contractor warrants its workmanship to be free from defects for a period of two (2) years from the date of final acceptance. The Contractor further warrants that its workmanship will conform to all specifications and will perform as specified. Upon receipt of written notice of a defect in workmanship, the Contractor shall repair the defect in a timely manner at no expense to Authority.
5. **ASSIGNMENT AND SUBCONTRACTING**: The Contractor shall not assign this Agreement or any portion of this Agreement, nor shall the Contractor

## **Division 3**

## **Contract Forms**

### **Section 1: Agreement Form**

subcontract for completed or substantially completed services purchased hereunder without the prior express written consent of the Authority. No assignment or subcontract by the Contractor, including any assignment or subcontract to which the Authority consents, shall in any way relieve the Contractor from complete and punctual performance of this Agreement, including without limitation all of the Contractor's obligations under the WARRANTY provisions of this Agreement.

6. **CONTRACTOR'S AFFIDAVITS:** The Contractor shall issue a "Standard Contractor's Affidavit Interim Waiver and Release Upon Payment" and a "Standard Contractor's Affidavit Unconditional Waiver and Release upon Final Payment" provided by the Authority before receiving any interim or final payment for any services performed.
7. **THE AUTHORITY'S ASSISTANCE AND COOPERATION:** During the Contractor's performance of this Agreement, the Authority may, but has no obligation to, provide assistance to, or cooperate with, the Contractor in activities that facilitate the proper performance and completion of this Agreement by the Contractor. Such assistance and cooperation may include without limitation: (i) providing engineering or other analysis or advice on correcting problems; (ii) refraining from strict enforcement of time schedule requirements under this Agreement; (iii) permitting use of test materials or documentation not performed or produced under this Agreement. Such assistance or cooperation by the Authority shall not be construed, and the Contractor agrees that it will not claim that any such assistance or cooperation operates, to relieve the Contractor from complete, proper and punctual performance of all of the Contractor's obligations under this Agreement.
8. **WORK ON THE AUTHORITY'S DESIGNATED PREMISES:** In the event that the Contractor, the Contractor's employees or agents or the Contractor's subcontractors enter the Authority's designated premises for any reason in connection with this Agreement, the Contractor and such other parties shall observe all security requirements and all plant safety, plant protection, and traffic regulations. The Contractor shall defend, indemnify, and hold the Authority harmless from all claims, actions, demands, loss, and causes of action, arising from injury, including death, to any person, or damage to any property, when such injury or damage results in whole or in part from the acts or omissions of the Contractor, the Contractor's employees or agents or the Contractor's subcontractors, save and except damage caused by the sole negligence of the Authority. The Contractor, and any subcontractor used by

## **Division 3**

## **Contract Forms**

### **Section 1: Agreement Form**

the Contractor in connection with this Agreement, shall carry Workmen's Compensation and Employees' Liability Insurance to cover the Contractor's and any subcontractor's legal liability on account of accidents to their employees. The Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering accidents to their employees. The Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering legal liability of the Contractor and any subcontractor on account of accidents arising out of the operations of the Contractor or any subcontractor and resulting in bodily injury, including death, being sustained by any person or persons, or in any damage to property. At the Authority's request, the Contractor shall furnish to the Authority certificates from the Contractor's insurers showing such coverage in effect and agreeing to give the Authority ten (10) days' prior written notice of cancellation of the coverage.

9. **RISK MANAGEMENT REQUIREMENTS:** The Contractor shall abide by the Authority's applicable Risk Management Requirements attached to this Agreement as Exhibit 1 and hereby incorporated into this Agreement.
10. **TERMINATION FOR DEFAULT:**
  - (a) The Authority may, subject to the provisions of subparagraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances: (i) if the Contractor fails to perform this Agreement within the time specified herein or any extension thereof; or (ii) if the Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and does not cure such failure within a period of ten (10) days or longer period (as the Authority may authorize in writing) after receipt of notice from the Authority specifying such failure.
  - (b) In the event the Authority terminates this Agreement in whole or in part as provided in subparagraph (a) above, the Authority may procure, upon such terms and in such manner as the Authority may deem appropriate, services similar to those so terminated, and the Contractor shall be liable to the Authority for any excess costs for the same, including without limitation all costs and expenses of the type specified in the "WARRANTY" paragraph of this Agreement Document; provided, that the Contractor shall continue the performance of this Agreement to the extent

## **Division 3**

## **Contract Forms**

### **Section 1: Agreement Form**

not terminated hereunder.

- (c) Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to, acts of God, or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The term "subcontractor" shall mean a subcontractor at any tier.

- (d) If, after notice of termination of this Agreement under the provisions of this paragraph, it is determined for any reason that the Contractor was not in default under the provisions above, or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the "Termination for Convenience" paragraph of this Agreement Document.
  - (e) The rights and remedies of the Authority provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
11. **TERMINATION FOR CONVENIENCE:** The Authority may at any time by written notice terminate all or any part of this Agreement for the Authority's convenience. If this Agreement is terminated, in whole or in part, for the Authority's convenience, the Contractor shall be paid an amount, to be mutually agreed upon, which shall be adequate to cover the actual reasonable cost paid by the Contractor for the actual labor reasonably used by the Contractor to perform the work under this Agreement to the effective date of termination, plus a reasonable profit thereon; provided that no amount shall be

## **Division 3**

## **Contract Forms**

### **Section 1: Agreement Form**

paid to the Contractor for (i) any anticipatory profits related to work under this Agreement not yet performed, or (ii) costs incurred due to the Contractor's failure to terminate work as ordered on the effective date of termination. In no event shall the total amount paid under the provisions of this paragraph exceed the prices set forth in this Agreement for the work terminated.

12. **DISPUTES:** Pending resolution of any dispute hereunder, the Contractor shall proceed diligently with the performance of work in accordance with the Authority's direction.
13. **NOTICES:** All notices required or permitted to be given hereunder shall be deemed to be properly given if delivered in writing personally or sent by United States certified or registered mail addressed to the Contractor or the Authority, as the case may be, with postage thereon fully prepaid. The effective time of notice shall be at the time of mailing.
14. **ATTORNEYS' FEES:** The Contractor shall pay reasonable attorneys' fees to the Authority should the Authority be required to incur attorneys' fees in enforcing the provisions of this Agreement or in the collection of any monies herein required to be paid by the Contractor to the Authority.

**(SIGNATURES ON NEXT PAGE)**

**Division 3**

**Contract Forms**

**Section 1: Agreement Form**

**IN WITNESS WHEREOF** this \_\_\_\_ day of \_\_\_\_\_, 2018, said parties have hereunto set their seals the day and year above first written.

Executed on behalf of:

**CLAYTON COUNTY WATER AUTHORITY**

BY: \_\_\_\_\_

P. MICHAEL THOMAS

TITLE: GENERAL MANAGER

[Corporate Seal]

ATTEST: \_\_\_\_\_

DATE: \_\_\_\_\_

**CONTRACTOR**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

[Corporate Seal]

ATTEST: \_\_\_\_\_

Corporate Secretary

DATE: \_\_\_\_\_

## **Division 3**

## **Contract Forms**

### **Section 1: Agreement Form**

#### **EXHIBIT 1**

#### **RISK MANAGEMENT REQUIREMENTS**

The Contractor will provide minimum insurance coverage and limits as per the following: The Contractor will file with the Authority Certificates of Insurance, certifying the required insurance coverage and stating that each policy has been endorsed to provide thirty (30) day notice to the Authority in the event that coverage is cancelled, non-renewed, or the types of coverage or limits of liability are reduced below those required. All bonds and insurance coverage must be placed with an insurance company approved by the Authority's Management, admitted to do business in the State of Georgia, and rated Secure ("B+" or better) by A.M. Best Company in the latest edition of Property and Casualty Ratings, or rated by Standard & Poors Insurance Ratings, latest edition as Secure ("BBB" or better). Worker's Compensation self-insurance for individual Contractors must be approved by the Worker's Compensation Board, State of Georgia and/or Self-Insurance pools approved by the Insurance Commissioner, State of Georgia.

#### **CONTRACTS FOR UP TO \$50,000**

**Worker's Compensation** – Worker's Compensation coverage on a statutory basis for the State of Georgia with an Employer's Liability limit of \$100,000 each Accident, Disease \$100,000 each employee, \$500,000 Disease policy limit.

**Automobile Liability** – Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$500,000 combined single limit.

**Commercial General Liability** – Coverage to be provided on "occurrence" not "claims made" basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground ("xcu") perils, the "Clayton County Water Authority" is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

#### **CONTRACTS FOR MORE THAN \$50,000**

**Worker's Compensation** – Worker's Compensation coverage on a statutory basis for the State of Georgia with an Employer's Liability limit of \$1,000,000. The increased Employer's Liability limit may be provided by an Umbrella or Excess Liability policy.

**Automobile Liability** - Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$1,000,000 combined single limit.

**Commercial General Liability** – Coverage to be provided on "occurrence" not "claims made" basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground ("xcu") perils, the "Clayton County Water Authority" is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

**Division 3**

**Contract Forms**

**Section 1: Agreement Form**

**RISK MANAGEMENT REQUIREMENTS (Cont'd)**

**CONTRACTS FOR UP TO \$50,000**

**CONTRACTS FOR MORE THAN \$50,000**

**LIMITS OF LIABILITY:**

\$1,000,000	Per Occurrence
\$1,000,000	Personal and Advertising
\$50,000	Fire Damage*
\$5,000	Medical Payments*
\$1,000,000	General Aggregate
\$1,000,000	Products/Completed Operations per Occurrence and Aggregate

*\*These are automatic minimums*

**Professional Liability** – Professional liability is required at a coverage limit of at least \$1,000,000.

**Umbrella and/or Excess Liability** – The umbrella or Excess Liability Policy may be used to combine with underlying policies to obtain the limits required. The Management of the Authority may elect to require higher limits.

**Professional Liability** – Professional liability is required at a coverage limit of at least \$1,000,000.

**END OF SECTION**



**Division 3**

**Contract Forms**

**Section 4: Non-Collusion Certificate**

STATE OF \_\_\_\_\_ , COUNTY OF \_\_\_\_\_

Personally appeared before the undersigned officer duly authorized by law to administer oaths

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

who, after being first duly sworn, depose and say that they are all the officers, agents, persons or employees who have acted for or represented

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, and that said

in proposing or procuring the Contract with the Clayton County Water Authority on the following project: **Comprehensive Compensation Review**

has not by (himself, themselves) or through any persons, officers, agents or employees prevented or attempted to prevent by any means whatsoever competition in such bidding; or by any means whatsoever prevented or endeavored to prevent anyone from making a proposal therefore or induced or attempted to induce another to withdraw a bid for said work.

ATTEST:

By: \_\_\_\_\_  
Bidder

By: \_\_\_\_\_  
Name

By: \_\_\_\_\_  
Name

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Notary Public: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

**END OF SECTION**