



REQUEST FOR PROPOSALS

ON-DEMAND ENGINEERING SERVICES

Proposal Number: 2017-PME-14

OCTOBER 2017

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

Proposal Opening:	Tuesday, November 14, 2017 at 3:00 p.m. (local time) 1600 Battle Creek Road, Morrow, GA 30260
Non-Mandatory Pre-Proposal Meeting:	Thursday, October 26, 2017 at 3:00 p.m. (local time) 1600 Battle Creek Road, Morrow, GA 30260

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General Information

Section 1: Request for Proposals

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

Name of Project: **On-Demand Engineering Services**

The Clayton County Water Authority will open sealed proposals from vendors at its office located at 1600 Battle Creek Road, Morrow, Georgia 30260, on **Tuesday, November 14, 2017 at 3:00 p.m. (local time)** for On-Demand Engineering Services. Any proposals received after the specified time will not be considered.

A non-mandatory Pre-Proposal Meeting will be held on **Thursday, October 26, 2017 at 3:00 p.m. (local time)** at 1600 Battle Creek Road, Morrow, GA 30260.

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

By: John Chafin, Chairman

END OF SECTION

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Section 2: Overview

2.1 Project Background

CCWA is seeking the services of qualified Georgia professional engineering companies for On-Demand Engineering Services to continue supporting the implementation of the 2015 Update of the Strategic Master Plan (SMP) (see Attachment A – 2015 Update of the Strategic Master Plan) and future master plans. The SMP includes a listing of the major projects, estimated planning level cost, total benefit score, brief project description, and predecessor and successor projects. The actual work awarded under this contract will be based on follow up studies and recommendations, available funding and direction by CCWA and may also include projects not specifically listed in the SMP. Additionally, a new SMP will be completed by 2020, per our typical 10 year planning cycle.

The CCWA currently serves as the water, sewer and stormwater utility for Clayton County and the Cities of Forest Park, Lake City, Morrow, Jonesboro, Riverdale, and Lovejoy. The service area represents a population of approximately 270,000 residents and includes over 82,000 active customer accounts. Water supply and water reclamation facilities currently operate at approximately 25 and 20 million gallons per day (MGD), with a permitted capacity of approximately 42 and 38 MGD, respectively. Major facilities include three water production plants, five water supply reservoirs, ground and elevated storage tanks and booster pump systems, three advanced treatment water reclamation facilities, engineered constructed wetlands treatment and almost 3000 miles of water distribution and wastewater collection pipelines. Stormwater utility operations manage approximately 40,000 structures and almost 500 miles of conveyance infrastructure.

It is the CCWA's intention to award a Master Services Contract to one or multiple firms to support the needs of CCWA. Work would be assigned through Task Orders based on the Firm's expertise, cost effectiveness and availability to complete the work responsively. Subsequent work assignments will be based on CCWA project needs, productivity, and quality of prior work completed and may result in a less than an equal distribution of work. All Task Orders will be issued on "As Needed, When Needed" basis. The term of this contract will be five (5) years.

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Prior to issuing a Task Order, The Firm will meet with CCWA staff to discuss and review the project requirements. The Firm shall evaluate the project requirements to include site visits and other activities necessary to properly assess the work and will then prepare a detailed written scope of work including all costs, broken down by tasks and levels of effort. Upon review and concurrence with the scope of work and costs, as well as the necessary authorization, CCWA will issue a notice to proceed for the Task Order to The Firm for the work.

For certain projects it is anticipated that CCWA may request a scope of work and cost estimate from all firms to determine the best solution for CCWA. Where CCWA determines that current Contractor(s) have not provided expertise or costs that are acceptable to CCWA, CCWA reserves the right to procure services from others.

CCWA expects the Firm to have sufficient depth and breadth in all discipline areas to support CCWA's needs. Where a specific project arises that requires a subcontractor with a specific expertise, those subcontractors can be added to the Firm's project team. CCWA requires the selected Firm(s) to subcontract a portion of the work overall, with priority given to our On-Demand Engineering Small Firms and any firms certified in CCWA's Small Local Business Enterprise (SLBE) program. Above and beyond our On-Demand Engineering Small Firms and CCWA's SLBE Firms, teaming and subcontractor relationships are permitted, however teams without a record of successful project delivery working together will not be considered as highly. Where "Prime/Subcontractor" relationships are proposed, the prime contractor will be required to provide majority of the work. All teaming relationships must be clearly identified and defined. A current list of CCWA certified SLBE firms is available through www.ccwa.us, under the tab for "Procurement", section for "Small Local Business Program".

2.2 Proposal Schedule

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

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Non-Mandatory Pre-proposal Meeting	Thursday, October 26, 2017 at 3:00 PM
Deadline for Questions	Friday, November 3, 2017 at 3:00 PM
Issue Last Addendum	Tuesday, November 7, 2017 at 3:00 PM
Proposal Opening	Tuesday, November 14, 2017 at 3:00 PM
Short-list Notification	On or about Wednesday, December 27, 2017 at 3:00 PM
Presentations	Thursday, January 11, 2018
CCWA Board Approval	Thursday, February 1, 2018
Sign Contract	April 26, 2018
Planned Start Date	July 2018

During the Request For Proposal (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. All questions and requests shall be made in writing to CCWA_Procurement@ccwa.us. This is to ensure that all prospective respondents have the same level of knowledge of the work as well as insuring that all data is uniformly and consistently made available to all respondents. Failure to comply with this requirement may result in disqualification from the process.

2.3 Proposal Submission

One (1) original, eight (8) bound copies and one (1) CD/DVD/Flash Drive (in compatible electronic format) of the proposal shall be submitted in a sealed, opaque container and delivered by hand, courier service, or mailed via the United States Postal Service. No facsimiles will be accepted. At the time specified for the proposal opening deadline, the sealed containers shall be publicly opened and the names of firms shall be read aloud. The cost portion (Billing Rate Schedule) of the proposal must be sealed in a separate envelope and placed within the completed sealed RFP submittal package. No other references or mentioning of costs should be included in any other section of your proposal submittal. The Billing Rate Schedule is to be opened after the first initial evaluation of the proposal.

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2.4 Addenda

To be considered, all questions must be received via email by **3:00 p.m. EST, Friday, November 3, 2017** at **CCWA_Procurement@ccwa.us**. Any and all responses to questions will be issued in the form of an addendum by email. All addenda issued shall become part of the submittal package.

2.5 Proposal Package

Proposal response for below Sections 1 through 4 shall be limited to a maximum length of 35 pages. 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 1 through 4 need to be complete as described below.

Section 1 - Cover Letter and Firm Identification.

A letter (4 pages maximum) of introduction and interest on letterhead. Provide the full legal name, firm's principal business office with address and satellite offices, if any, and indicate the location from which these professional services for the CCWA would be conducted. Specifically offer the location of the client and project manager. Include information on the Firm's history, business activities, size, employees (per office), and ownership. Include telephone number, point of contact and official signature of an authorized company representative. 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.

Section 2 - Company Experience.

Clearly identify the project categories CCWA is to consider in the evaluation of the proposal. Provide a listing of company experience profiling relevant expertise summarized by the following project categories:

- A. Water. Plant and unit process evaluation and design, pumping system design, back-up power generation systems, disinfection by product (DBP) - micro constituent management, taste and odor treatment technology implementation, instrumentation and control systems, facility optimization, value engineering, constructability reviews, construction management, source water monitoring and controls, reservoir management, regulatory and permitting assistance.

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- B. Water Reclamation. Advanced treatment unit process evaluation, design and bid services, value engineering, constructability reviews, and construction management. Experience with constructed wetlands, indirect reuse, wastewater sludge pelletizing/solids management and reuse, facility optimization, instrumentation and control systems, Georgia Environmental Protection Division (EPD) / National Pollutant Discharge Elimination System (NPDES) permitting.
- C. Distribution and Conveyance Systems. Distribution and collection system hydraulic modeling, condition assessment / asset management programs, water systems leak detection and water loss management, wastewater flow monitoring, sewer system evaluation surveys (SSES) - Infiltration/Inflow (I/I) studies, pipeline design and rehabilitation, Georgia Department of Transportation (GDOT) road design project implementation (utility relocation), trenchless technologies, lift station design, program/project management, and construction management.
- D. Stormwater. Watershed assessment, management and master planning, water quality sampling/monitoring/analysis, utility management/rate structure-financial analysis/guideline-policy development, infrastructure asset management and rehabilitation, public meeting and information programming, stormwater/drainage/hydrology analysis and design, Best Management Practice (BMP) design/implementation/retrofits including low impact development, stream restoration/channel stability analysis-design and construction management, mitigation banking, floodplain management, Federal Emergency Management Agency (FEMA), US Corps of Engineers regulatory and permitting, Municipal Separate Storm Sewer System Phase 1 (MS4) – SW Annual reporting, Watershed Protection Plan Annual reporting, Georgia SWMM/GADOT/Clayton County drainage requirements/design.
- E. Utility Wide. Strategic master planning, utility wide regulatory and permitting/Metro North Georgia Water Planning District (Statewide Water, Wastewater, and Watershed Management Plan and Audits), financial work order management systems, geographical information – computerized maintenance management systems (GIS – CMMS, note specific software experience), business process evaluation and improvements, public education and involvement, water meter technologies, AMI Feasibility

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/Implementation, integrated utility management (asset management program to support strategic objectives, performance enhancement, etc.) , emergency response planning, general environmental/engineering studies (Environmental Impact, Design Development, biological/habitat assessment reports). Program management/Project Management Office (PMO), Architectural/Building Services, Information technology, and public education/relations.

- F. Provide a table/matrix to identify company experience (projects) against the project categories listed above.

Section 3 - Project Team.

Provide an organizational chart showing business and technical staff and summary resumes for key personnel and any subcontractors (including their title) proposed for the work. Specify the office/location/discipline-role for each person, subcontractor identified. Identify current project assignments, completion dates and percentage availability. Full resumes may be included in an Appendix and will not be included in the page limit.

Provide a summary of company-wide resources. Note the total employees and resources of the company, number of offices/locations/local staff and office breakdowns by operating business units.

Provide a summary of professional liability (E&O) claims and lawsuits for the last 5 years. This summary should include any judgments, claims, arbitration proceedings or suits pending or outstanding against The Firm, proposed partners and any proposed subcontractors. Additionally provide a summary of your safety program and your quality control and quality assurance program.

Provide a table/matrix to identify all members of the proposed project team with respect to the projects included in Section 2, reference projects included in Section 4, as well as the project categories listed above.

Section 4 - Project References.

Provide up to 5 one-page project descriptions that are representative of the project categories above of recent work of a similar nature to proposed master plan projects that demonstrate experience that highlight the project team's ability to successfully complete the work. Provide name of client, a brief description of the work, dates/completion status, reference contact information (phone, email,

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and mailing address), schedule and cost outcomes. These projects should be included in the appropriate matrices located in Section 2 and 3.

2.6 Evaluation Criteria

Proposals will be evaluated by CCWA staff and ranked based on the following criteria to develop a short list of the top ranked firms. After a short-list of top ranked firms is completed, presentations and interviews will be conducted along with a review of the cost submission portion of the proposal to complete the selection process. Ranking of proposals and proposed contract award will be made at the sole discretion of the CCWA.

Item	Criteria	Points
1	Company Experience	40
2	Project Team	40
3	Project References	20
4	Total Possible Points (without presentations)	100
5	Presentation by short-listed firms	50
6	Total Possible Points (with presentations)	150

2.7 Billing Rate Schedule

In order for the Proposal Package to be considered responsive, a Billing Rate Schedule must be provided. The Billing Rate Schedule should be provided on the Proposer's own form.

Provide a classification schedule of employees by billing category showing hourly rates that will be used to support this work. Provide a complete, detailed listing noting hourly rates, expense categories, subcontractor rates/categories and markups. Please note this cost section of the submittal package must be placed in a sealed separate container from the rest of the Proposal submission. CCWA reserves the right to negotiate cost with any and all Firms that may be awarded work under this Request for Proposal. Additionally, CCWA reserves the right to negotiate parity in any and all costs with any and all Firms. Such negotiations are at the sole discretion of the CCWA.

END OF SECTION

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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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Section 1: Instructions to Proposers

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. Bids for public works whose price exceeds \$100,000.00 must be accompanied by a certified check, cashier's check, or acceptable bid bond in an amount not less than five percent (5%) of the amount bid.
13. 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.
14. 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.
15. 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.
16. By tendering a proposal, a Proposer agrees to leave the proposal open for acceptance by the CCWA for one hundred twenty (120) days after the date set for the opening thereof.
17. By tendering a proposal, the Proposer certifies that the Proposer has carefully examined these instructions and the terms and specifications applicable to and made

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Section 1: Instructions to Proposers

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 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.

18. Copies of all communication pertaining to proposals must be sent to the Contracts, Compliance and Risk Management Section.
19. 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.
20. 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.
21. 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.
22. 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.
23. 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.
24. 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.

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Proposal Requirements

Section 1: Instructions to Proposers

25. The successful Proposer must comply with the applicable Risk Management Requirements prior to beginning performance, and during the contract period.
26. 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 (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.
27. 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.
28. Any Contract and Contract Bonds shall be executed in duplicate.
29. Award of this proposal shall be by action of the CCWA Board at its regular monthly meeting.
30. 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.
31. 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.
32. 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:

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Proposal Requirements

Section 1: Instructions to Proposers

- 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.
 - e. Preference for local proposers where there is no significant variance in price or service.
33. 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.
34. 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.
35. 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>.

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Proposal Requirements

Section 1: Instructions to Proposers

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.

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006

36. 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 CCWA Certificates of Insurance, certifying the required insurance coverages and stating that each policy has been endorsed to provide thirty (30) day notice to CCWA 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 CCWA'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.

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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*

Professional Liability – Professional liability is required at a coverage limit of at least \$5,000,000.

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 CCWA may elect to require higher limits.

Professional Liability – Professional liability is required at a coverage limit of at least \$5,000,000.

END OF SECTION

Division 2

Proposal Requirements

Section 3: Proposal Submittals

3.1 Required Proposal Submittals:

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

- A. Proposal Response, as described in Division 1, Section 2, page 1-2.4 through 1-2.7.
- B. Billing Rate Schedule (Cost) as described in Division 1, Section 2, page 1-2.7.
- C. Proposer Qualification Information Form.
- D. Georgia Security and Immigration Compliance Act of 2006 Form.
- E. Contractor Affidavit and Agreement Form.
- F. Subcontractor Affidavit Form.

If a Contractor/Subcontractor will not be performing any services under this contract, the Contractor/company submitting the bid 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 Firms 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.

- G. Addenda (if any).

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

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

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

Division 3

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Section 1: Agreement Form

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT is between _____ (“ENGINEER”), and **CLAYTON COUNTY WATER AUTHORITY (“OWNER”)** for such projects as may be identified in written Task Orders executed by OWNER and ENGINEER in accordance with the provisions of Paragraph 1.1 herein below. When used herein, the term, “Project” shall refer to and include any project so identified.

ARTICLE 1. SCOPE OF SERVICES

1.1 Issuance of Task Orders

OWNER may issue a Task Order for on-demand engineering services in a form generally shown as an attachment to this Agreement. Each Task Order shall set forth in detail a description of all services to be performed; a proposed schedule for providing such services; and, a proposed basis for compensation to the ENGINEER for such services in accordance with provisions of Article 2 herein below. Each Task Order shall also include confirmation of the insurance coverages required by this Agreement. Each Task Order shall be executed by a duly authorized representative of ENGINEER, and, upon execution by OWNER, the Task Order shall constitute an agreement by and between OWNER and ENGINEER for the performance of the identified engineering services and for the payment for same.

1.2 Incorporation of Terms and Conditions of this Agreement

UNLESS OTHERWISE SPECIFICALLY SET FORTH IN WRITING IN A TASK ORDER, ALL TERMS AND CONDITIONS OF THIS AGREEMENT ARE INCORPORATED IN ALL TASK ORDERS HEREINAFTER ISSUED AND EXECUTED BY THE PARTIES, BY REFERENCE, AS IF RESTATED VERBATIM THEREIN. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS AND CONDITIONS OF ANY TASK ORDER AND THE TERMS AND CONDITIONS OF THIS AGREEMENT, THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL CONTROL.

ARTICLE 2. COMPENSATION

For engineering services performed by ENGINEER pursuant to a duly executed Task Order, OWNER shall pay ENGINEER as follows:

- Such COST REIMBURSABLE – PER DIEM (TIME AND EXPENSE) as set forth in the attached Exhibit “B,”

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Section 1: Agreement Form

In the event OWNER and ENGINEER are unable to agree as to the appropriate method of compensation, ENGINEER shall be compensated based upon COST REIMBURSABLE – PER DIEM (TIME AND EXPENSE) as set forth in the attached Exhibit “B.” Unless otherwise agreed by the parties in writing, any labor utilized by ENGINEER from any affiliated company of ENGINEER shall be billed to OWNER in accordance with the terms and conditions of Exhibit “B”. Use of such labor from affiliated companies shall not change or diminish the duties or liabilities of ENGINEER as set forth in this Agreement.

ARTICLE 3. TERMS OF PAYMENT

OWNER will pay ENGINEER as follows:

3.1 Invoices and Time of Payment

ENGINEER will issue monthly invoices in conformity with all requirements of this Agreement, the Task Order and if relevant, the provisions of Attachment “B.” Such invoices shall be supported by such documentation and other data as OWNER may require. Properly submitted invoices are due and payable within 30 days of receipt.

3.2 Interest

3.2.1 OWNER will be charged interest at the rate of the prime rate plus one percent (1%) on all past-due amounts starting 30 days after receipt of invoice. Payments will first be credited to interest and then to principal.

3.2.2 In the event of a disputed billing, the disputed portion may be withheld from payment, and OWNER shall pay any undisputed portion. OWNER will exercise reasonableness in disputing any bill or portion thereof. No interest will accrue on any disputed portion of the billing until mutually resolved.

3.2.3 If OWNER fails to make payment in full within 30 calendar days of the date due for any undisputed billing, ENGINEER may, after giving 7 days’ advance written notice to OWNER, suspend services under this AGREEMENT until it is paid in full for any such billing, including interest. In the event of suspension of services on account of non-payment, ENGINEER will have no liability to OWNER for delays or damages caused by OWNER because of such suspension.

ARTICLE 4. OBLIGATIONS OF ENGINEER

4.1 Standard of Care and Warranty

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The standard of care applicable to ENGINEER'S services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time said services are performed. ENGINEER will re-perform any services not meeting this standard without additional compensation. The re-performance of such services shall not limit the ENGINEER'S liability to OWNER. ENGINEER warrants that any plans or specifications it prepares will be adequate and sufficient to their intended purpose including, if applicable, construction.

4.2 Subsurface Investigations

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total PROJECT cost and/or execution. These conditions and cost/execution effects are not the responsibility of ENGINEER. However, ENGINEER shall remain liable for any improper performance of these investigations, and ENGINEER shall use its best professional skill and care in determining both the number and the location of test points and samples required for a prudent evaluation of any Project site.

4.3 ENGINEER'S Personnel at Construction Site

4.3.1 If a Task Order includes the presence of engineer's personnel at a construction site, unless otherwise provided in the Task Order, the ENGINEER shall not be responsible for construction means, methods, techniques, sequences, and procedures nor shall ENGINEER be responsible for the performance of the OWNER or any contractor. Nothing herein, however, shall in any manner whatsoever relieve, discharge, release or excuse the performance by ENGINEER of any of its duties or responsibilities as set forth in this Agreement.

4.3.2 If a Task Order includes the presence of engineer's personnel at a construction site, and unless otherwise provided in a Task Order, ENGINEER and ENGINEER'S personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions, and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except ENGINEER'S own personnel. However, if ENGINEER'S personnel observe any deficiencies in the performance of the Work, or health or safety deficiencies, they shall promptly report same to OWNER in writing.

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4.3.3 If a Task Order includes the presence of engineer's personnel at a construction site, and unless otherwise provided in a Task Order, the presence of ENGINEER'S personnel at a construction site is for the purpose of carefully inspecting the work of any contractor as described in any particular task order. If, however, in the opinion of ENGINEER, more frequent inspections are required to protect OWNER'S interest, ENGINEER shall so notify OWNER in writing, and OWNER may elect to require ENGINEER to make more frequent Project inspections for which ENGINEER shall be compensated on the basis of COST REIMBURSABLE-PER DIEM (TIME AND EXPENSE) as set forth in Exhibit "B." It is expressly agreed that the inspections required by this paragraph are in addition to any and all other inspections which may be required elsewhere in this Agreement or in any Task Order. The purpose of the inspections required herein is to determine the quality, quantity and progress of the work in comparison with the requirements of the applicable construction contract. In making such inspections, ENGINEER shall exercise care to protect OWNER from defects and deficiencies in the work, from unexcused delays in the schedule, and from overpayment to the contractor. Following each such inspection, ENGINEER shall submit a written report of same, together with any appropriate comments or recommendations, to OWNER.

For this AGREEMENT only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

4.4 Opinions of Cost, Financial Considerations, and Schedules

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the PROJECT, ENGINEER has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate PROJECT cost or schedule.

Therefore, ENGINEER makes no warranty that OWNER'S actual PROJECT costs, financial aspects, economic feasibility, or schedules will not vary from ENGINEER'S opinions, analyses, projections, or estimates. ENGINEER shall, however, use its best professional care and skill in preparing any such opinions, analyses, projections or estimates. If OWNER wishes greater assurance as to any element of PROJECT cost, feasibility, or schedule, OWNER will employ an independent cost estimator, contractor, or other appropriate advisor.

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4.5 Construction Progress Payments

If a Task Order includes obligations by the engineer to provide recommendations for periodic payments, and unless otherwise provided in a Task Order, recommendations by ENGINEER to OWNER for periodic construction progress payments to the construction contractor(s) will be based upon inspections of the work as required hereinabove, evaluation of the contractor's rate of progress in light of the remaining contract time, and upon evaluations of the contractor's Applications for Payment. Recommendations by ENGINEER for payment shall furthermore constitute a representation by ENGINEER to OWNER that ENGINEER has made an inspection of the work as provided in paragraph 4.3.3 of this Agreement, that the work has progressed to the level indicated, that the quality of the work meets or exceeds the requirements of the applicable construction contract, and that, to the best of the knowledge, information and informed belief of ENGINEER, the contractor is entitled to payment of the amount approved.

4.6 Additional Contract Administration Duties of Engineer

In addition to the duties and responsibilities set forth hereinabove, in the event any Task Order requires ENGINEER to perform contract administration services, such services shall include, but shall not be limited to, the following:

(a) ENGINEER shall reject work which does not conform to the contract documents unless directed by OWNER, in writing, not to do so. Whenever, in ENGINEER'S opinion, it is necessary or advisable, ENGINEER shall require special inspection or testing of the work in accordance with the provisions of the contract documents whether or not such work is fabricated, installed or completed;

(b) ENGINEER shall review and approve, or take such other appropriate action, upon the contractor's submittals such as shop drawings, product data and samples. Approval by ENGINEER of the contractor's submittal shall constitute ENGINEER'S representation to OWNER that such submittal is in conformance with all requirements of the contract documents. Such action shall be taken with reasonable promptness so as to cause no delay to the contractor or the Project;

(c) ENGINEER shall review, and advise OWNER concerning, proposals and requests for change orders from the contractor. ENGINEER shall prepare change orders for OWNER'S approval and execution in accordance with the construction contract, and shall have authority to order, by field order, minor changes in the work not involving an adjustment in the contract price or an extension of the contract time;

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(d) ENGINEER shall conduct inspections to determine the dates of substantial completion and final completion, shall receive and forward to OWNER for OWNER'S review all written warranties and related documents required by the construction contract and assembled by the contractor, and shall, when appropriate, issue a final certificate for payment;

(e) ENGINEER shall, without additional compensation, promptly correct any errors, omissions, deficiencies or conflicts in ENGINEER'S work product.

4.7 Record Drawings

Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the PROJECT was finally constructed. ENGINEER is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings unless upon exercise of its best professional care and skill ENGINEER could have discovered such errors or omissions. ENGINEER shall endeavor to observe defects and shall promptly bring same to the attention of OWNER in writing.

4.8 Access to ENGINEER'S Accounting Records

ENGINEER will maintain accounting records, in accordance with generally accepted accounting principles. These records will be available to OWNER during ENGINEER'S normal business hours for a period of three years after ENGINEER'S final invoice for examination to the extent required to verify the direct costs (excluding established or standard allowances and rates) incurred hereunder. OWNER may only audit accounting records applicable to a cost-reimbursable type compensation or in the event of a disputed claim with ENGINEER.

4.9 ENGINEER'S Insurance

The insurance coverages and limits identified in this Agreement are minimums. The coverages and limits will be reviewed and confirmed or amended by the insurance requirements specified in each "Task Order." ENGINEER will maintain throughout this AGREEMENT the following insurance:

(a) Workers' compensation as required by the State (Statutory) where the work is performed and Employers Liability in the amount of one million (\$1,000,000) Each Per Accident, Per Disease Each Employee and Per Disease Policy Limit. ENGINEER shall also indemnify and hold OWNER harmless for any such liability that may attach to OWNER as a "statutory employer" of any of ENGINEER'S employees, agents or subcontractors. "An

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Alternate Employer Endorsement” naming the OWNER as a protected Alternate Employer will be added to the Workers’ Compensation policy.

(b) Automobile Liability insurance covering claims for injuries to persons and/or property arising from the use of motor vehicles, including onsite and offsite operations, owned, non-owned or hired vehicles, with \$1,000,000 Combined Single Limit.

(c) Commercial General Liability, Occurrence Form, including Contractual Liability, per Project General Aggregate Limit of Liability, losses caused by explosion, collapse and underground (X,C,U perils). The OWNER is added as an Additional Insured using ISO Form CG 20-10 extended to include Products/Completed Operations, or an equivalent Blanket Additional Insured endorsement, either form must be acceptable to the OWNER. The coverage is primary as to the work of the ENGINEER for the OWNER and includes separation of insureds (cross liability). Additional Insured status will be certified to the OWNER for a period of five (5) years following completion of the project. The General Liability shall cover claims for or to persons or damage to property arising out of any covered negligent act or omission of ENGINEER or of any of its employees, agents, or subcontractors.

The limits of coverage shall be:

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

In the alternative, the ENGINEER may substitute a claims made policy in the same amounts and for the same coverages, provided that it has full prior acts coverage and a five (5) year Extended Reporting Period included in the current policy.

(d) Professional liability insurance to include coverage for the Owner and all Subs, Engineers and Design Consultants, with a minimum annual policy limit of \$5,000,000 per claim and in the aggregate. The Owner may increase the limit requirements where in the opinion of the OWNER such increase is desired. The policy shall contain a five (5) year Extended Reporting Period or the Engineer will furnish the Owner evidence of continuing coverage for that same period of time after completion. The Retro-active date under the policy will predate any work for the Owner. Sixty (60) days prior written notice of

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cancellation or non-renewal shall be given to the Owner in the event of termination or non-renewal. The Owner may elect to obtain a PROJECT or Owner's policy on a primary or excess basis. The Engineer will amend their PRACTICE policy to provide primary or excess coverage to increase the combined limits of coverage. Deductibles included in the policies will be the responsibility of the Engineer.

(e) An Umbrella policy, including Excess following form, will be provided with a minimum limit of \$5,000,000 Per Occurrence and Aggregate (Per Project) and will apply over underlying policies for Automobile Liability, Commercial General Liability and Employers Liability. The Umbrella policy limits may be combined with the underlying limits to obtain the total limits required.

(f) ENGINEER will furnish a Certificate of Insurance to OWNER for coverages (1) Workers' Compensation/Employers Liability; (2) Automobile Liability; (3) Commercial General liability; (4) Professional Liability; and (5) Umbrella Liability. The certificates will include a copy of the endorsement on each policy, which requires written notice to the OWNER in the event of termination or non-renewal of at least sixty (60) days.

The certificates for the Commercial General Liability will also include a copy of the endorsement naming the OWNER as an Additional Insured, providing primary coverage for Operations and Products/Completed Operations.

Waiver of Subrogation - ENGINEER waives subrogation against OWNER as to Workers' Compensation including Employment Practices Liability, Automobile and Commercial General Liability Policies.

(g) Each and every policy required by this contract shall be with a company that is rated by Best as A- or better. Further, the OWNER shall not be responsible for any deductibles established by such policies.

ARTICLE 5. OBLIGATIONS OF OWNER

5.1 OWNER-Furnished Data

OWNER will provide ENGINEER all data in OWNER'S possession relating to ENGINEER'S services on the Task Order. ENGINEER will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by OWNER unless OWNER notifies ENGINEER otherwise. ENGINEER shall, however, endeavor to observe defects or deficiencies and shall promptly bring the same to the attention of the OWNER in writing.

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5.2 Access to Facilities and Property

OWNER will make its facilities accessible to ENGINEER as required for ENGINEER'S performance of its services and will provide labor and safety equipment as required by ENGINEER for such access. OWNER will perform, at no cost to ENGINEER, such tests of equipment, machinery, pipelines, and other components of OWNER'S facilities as may be required in connection with ENGINEER'S services.

5.3 Advertisements, Permits, and Access

Unless otherwise agreed to in the applicable Task Order, OWNER will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for ENGINEER'S services or Project construction.

5.4 Timely Review

OWNER will examine ENGINEER'S studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as OWNER deems appropriate; and render in writing decisions required by OWNER, in a timely manner.

5.5 Prompt Notice

OWNER will give prompt written notice to ENGINEER whenever OWNER observes or becomes aware of any development that affects the scope or timing of ENGINEER'S Services, or of any defect in the work of ENGINEER or construction contractors. OWNER shall have no affirmative duty to examine ENGINEER'S delivery of services for the purposes of observing or becoming aware of such developments or defects.

5.6 Asbestos or Hazardous Substances

5.6.1 If asbestos or hazardous substances in any form are encountered or suspected, ENGINEER will stop its own work in the affected portions of the PROJECT to permit testing and evaluation.

5.6.2 If asbestos is suspected, ENGINEER will, if requested, manage the asbestos remediation activities using a qualified subcontractor at an additional fee and contract terms to be negotiated.

5.6.3 If hazardous substances other than asbestos are suspected, ENGINEER will notify OWNER, and if requested, conduct tests to determine the extent of the problem and will perform the necessary studies and recommend the necessary remedial measures at an additional fee and contract terms to be negotiated.

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5.6.4 OWNER recognizes that ENGINEER assumes no risk and/or liability for a waste or hazardous waste site originated by other than ENGINEER unless contamination from such waste or hazardous waste results from the negligence or breach of this Agreement by ENGINEER.

5.7 Contractor Indemnification and Claims

5.7.1 OWNER agrees that construction contracts shall include the provisions of Article 4.3, and provisions providing contractor indemnification of OWNER and ENGINEER for contractor's negligence.

5.7.2 OWNER agrees that construction contracts shall require construction contractor(s) to name OWNER and ENGINEER as additional insureds on the contractor's general liability insurance policy for the Contractors' contractual negligence or omission liabilities.

5.8 OWNER'S Insurance

5.8.1 OWNER will maintain property insurance on all pre-existing physical facilities associated in any way with the Project.

5.8.2 OWNER will not waive subrogation against ENGINEER for property losses unless waiver is acceptable to property (Builders Risk) insurance underwriter and the cost of such waiver, if any, is paid by ENGINEER.

5.8.3 OWNER reserves the right to obtain the Builders Risk coverages that are required to be placed by the contractor. The OWNER may elect to obtain soft cost coverages, which will be added to the Builders Risk.

5.8.4 OWNER shall be responsible for purchasing and maintaining OWNER'S usual liability insurance, if any.

5.9 Litigation Assistance

The Scope of Services does not include costs of ENGINEER for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by OWNER unless any litigation or claim concerns the adequacy or fitness of any work product furnished, or services performed, by ENGINEER in which event ENGINEER will provide at its own cost and expense such assistance as may be necessary to defend any such litigation or claim. All other such Services required or requested of

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ENGINEER by OWNER, except for suits or claims between the parties to this AGREEMENT and except as provided hereinabove, will be reimbursed as mutually agreed.

5.10 Changes

OWNER may make or approve changes within the general Scope of Services in this AGREEMENT. If such changes affect ENGINEER'S cost of, or time required for performance of, the services, an equitable adjustment will be made through an amendment to this AGREEMENT. If the parties are unable to agree with respect to any compensation due ENGINEER for any extra work ordered by OWNER, ENGINEER shall be paid in accordance with the COST REIMBURSABLE-PER DIEM (TIME AND EXPENSE) as set forth in attached Exhibit "B".

ARTICLE 6. GENERAL LEGAL PROVISIONS

6.1 Authorization to Proceed

1. Execution of this AGREEMENT by OWNER, and execution by OWNER of each applicable Task Order, will be authorization for ENGINEER to proceed with the work, unless otherwise provided for in writing.

6.2 Reuse of PROJECT Documents

All reports, drawings, specifications, documents, and other deliverables of ENGINEER, whether in hard copy or in electronic form, are instruments of service for the pertinent Task Order, whether the Task Order is completed or not and same shall become property of OWNER. OWNER agrees to indemnify ENGINEER and ENGINEER'S officers, employees, subcontractors, and affiliated corporations from all claims, damages, losses, and costs, including, but not limited to, litigation expenses and attorney's fees arising out of or related to the unauthorized reuse, change or alteration of these Task Order documents.

6.3 Force Majeure

ENGINEER is not responsible for damages or delay in performance caused by Acts of God, strikes, lockouts, accidents, or other events beyond the control of ENGINEER. In any such event, ENGINEER'S contract price and schedule shall be equitably adjusted if applicable.

6.4 Termination

6.4.1 This AGREEMENT, or any discrete Task Order arising here from, may be terminated by Owner without cause, for convenience, on 30 calendar days' written notice to

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Engineer. This AGREEMENT, or any discrete Task Order arising here from, may be terminated for cause if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within 5 calendar days of written notice and diligently complete the correction thereafter (except as modified by the provisions of Section 3.2.3).

6.4.2 Upon termination for convenience, ENGINEER will be paid for all authorized services performed up to the termination date.

6.5 Suspension, Delay, or Interruption of Work

OWNER may suspend, delay, or interrupt the Services of ENGINEER for the convenience of OWNER. In such event, ENGINEER'S contract price and schedule shall be equitably adjusted if appropriate.

6.6 No Third-Party Beneficiaries

1. This AGREEMENT gives no rights or benefits to anyone other than OWNER and ENGINEER and has no third party beneficiaries.

6.7 Indemnification

6.7.1 ENGINEER agrees to indemnify OWNER for any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for delay, property damage or bodily injury, including death, or other losses, to the extent caused by the breach of the ENGINEER'S duties hereunder or by the negligence or willful misconduct of ENGINEER, ENGINEER'S employees, affiliated corporations, and subcontractors in connection with the Services performed under Task Orders issued hereunder.

6.7.2 To the extent allowed by law, OWNER agrees to indemnify ENGINEER from any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage or bodily injury, including death, to the proportionate extent caused by the negligence or willful misconduct of OWNER, or its employees or contractors in connection with the Services performed under Task Orders issued hereunder.

6.7.3 ENGINEER agrees and acknowledges that it is fully and completely liable and responsible to OWNER for the performance of its consultants, subcontractors, employees,

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agents, representatives, and others under contract with ENGINEER, or hired by ENGINEER, in connection with any services performed for OWNER.

6.8 Assignment

This is a personal Services Agreement. ENGINEER shall not have the power to nor will it assign any of the duties or rights or any claim arising out of or related to this Agreement, whether arising in tort, contract or otherwise, without the prior written consent of OWNER. Any unauthorized assignment is void and unenforceable. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.

6.9 Jurisdiction

The substantive law of the state of the State of Georgia shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it.

6.10 Severability and Survival

6.10.1 If any of the Provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

6.10.2 The indemnities and other express representations shall survive termination of this AGREEMENT for any cause.

6.11 Materials and Samples

Any items, substances, materials, or samples removed from any project site for testing, analysis, or other evaluation will be returned to the project site within 60 calendar days of Task Order close-out unless agreed to otherwise. OWNER recognizes and agrees that ENGINEER is acting as a bailee and at no time assumes title to said items, substances, materials, or samples.

6.12 ENGINEER'S Deliverables

ENGINEER'S deliverables, including record drawings, are limited to the sealed and signed hard copies. Computer generated drawing files furnished by ENGINEER are for OWNER or others' convenience. Any conclusions or information derived or obtained from these files will be at OWNER'S sole risk.

6.13 Dispute Resolution

The parties will use their best efforts to resolve amicably any dispute, including use of alternative dispute resolution options. However, no party is obligated to use alternate dispute resolution absent its written consent.

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6.14 Development and Systems Integration Confidentiality

Under this AGREEMENT, ENGINEER may develop programs and software that are of a confidential nature in performing the work authorized by Task Orders. OWNER may use products developed under the Systems Integration for its internal business use. OWNER may also make copies and integrate these products into other programs for its internal business use. OWNER'S alteration and use of any products shall be at OWNER'S sole risk.

Confidential information under this provision shall mean all information disclosed by either party assigned hereunder, which relates to past, present and future research, development and business activities except such information as is previously known to or is publicly disclosed to either prior to or subsequent to this AGREEMENT. Both parties shall hold all such information in trust and confidence, except as may be authorized by either party in writing to support this obligation of confidence. ENGINEER entrusts the confidentiality in the interest of the OWNER. Notwithstanding any other provision set forth herein, information subject to disclosure under the Georgia Open Records Act, O.C.G.A. § 50-18-70, et al, or subject to disclosure under any other law or order of court, shall not be deemed confidential for purposes of this Agreement.

6.15 Duration of Agreement

A. This Agreement shall terminate absolutely and without further obligation on the part of the OWNER at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed, if renewed.

B. Notwithstanding the above, in the event there are then outstanding, uncompleted Task Orders, this Agreement shall terminate absolutely and without further obligation on the part of the OWNER at the close of the Agreement term which will be five (5) year (60 month period).

C. The Agreement shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the OWNER under the Agreement.

D. This Agreement is not deemed to create a debt of the OWNER for the payment of any sum beyond the calendar year of execution or, in the event of renewal, beyond each calendar year of renewal.

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6.16 Title to Supplies

If applicable, title to any supplies, materials, equipment, or other personal property shall remain with the vendor until fully paid for by the OWNER.

ARTICLE 7. ATTACHMENTS, SCHEDULES AND SIGNATURES

This AGREEMENT, including its attachments and schedules, constitutes the entire AGREEMENT, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties. The following attachments and schedules are hereby made a part of this AGREEMENT:

Attachment A - Task Order/Scope of Services form.

Attachment B - COST REIMBURSABLE-PER DIEM (TIME AND EXPENSE) Compensation provisions.

IN WITNESS WHEREOF, the parties execute below:

For OWNER, CLAYTON COUNTY WATER AUTHORITY

Signature: _____

Name (printed): _____

Title: _____

Dated this _____ day of _____, 20____.

Attest:

Clerk for the Board of Directors
CLAYTON COUNTY WATER AUTHORITY

For ENGINEER, _____

Signature: _____

Name (printed): _____

Title: _____

Dated this _____ day of _____, 20____.

Attest:

Secretary for ENGINEER.
Seal: _____

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ATTACHMENT A

Task Order No.

This attachment is to the AGREEMENT between _____
 (“ENGINEER”), and **CLAYTON COUNTY WATER AUTHORITY (“OWNER”)**, for a
 PROJECT executed on the ____ day of ____, 20__.

All terms and conditions of said Agreement are incorporated herein by reference.

The purpose of this Task Order is as follows:

ARTICLE 1. SCOPE OF SERVICES

ENGINEER agrees to furnish OWNER the following specific services:

ARTICLE 2. COMPENSATION

Compensation by owner to ENGINEER will be as follows:

Compensation for the Scope of Services outlined in Article 1 shall be in accordance with the terms specified in this Attachment; or Compensation provisions shall be in accordance with the Cost Reimbursable - Per Diem (Time & Expense) method described in Attachment B., as modified herein.

ARTICLE 3. INSURANCE

The insurance coverages required for this “Task Order” are shown on the attached insurance exhibit.

OTHER PROVISIONS

The following provisions shall apply to this Task Order:

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This Task Order will become a part of the referenced AGREEMENT when executed by both parties.

IN WITNESS WHEREOF, the parties execute below:

For OWNER, CLAYTON COUNTY WATER AUTHORITY

Signature: _____

Name (printed): _____

Title: _____

Dated this _____ day of _____, 20____.

Attest:

Clerk for the Board of Directors
CLAYTON COUNTY WATER AUTHORITY

For ENGINEER, _____

Signature: _____

Name (printed): _____

Title: _____

Dated this _____ day of _____, 20____.

Attest:

Secretary for ENGINEER.
Seal: _____

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ATTACHMENT B – COMPENSATION

ARTICLE 1. COST REIMBURSABLE - PER DIEM COMPENSATION

Under the Compensation under the Cost Reimbursable-Per Diem Compensation method, payment by OWNER to ENGINEER will be as follows:

A. COST REIMBURSABLE-PER DIEM (TIME AND EXPENSE)

For services enumerated in ARTICLE 1, engineer shall be paid ENGINEER'S Per Diem Rates as listed below, plus Direct Expenses, plus a service charge of 5 percent on subcontracts and outside services, plus applicable sales and use taxes. There shall be no service charge due on sales and use taxes.

Engineer's per diem rates, for each employee category, will be the rates in effect as the time that each Task Order was executed and dated as shown on the Attachment A Proposed Labor Compensation Schedule to be attached to each Task Order. Generally speaking, compensation schedules will have the following format:

(Insert Approved Billing Rate Schedule Here)

B. BUDGET

A budgetary amount, excluding taxes, will be established in the Task Order for services in ARTICLE 1. ENGINEER will make reasonable efforts to complete the work within the

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budget and will keep OWNER informed of progress toward that end so that the budget or work effort can be adjusted if found necessary.

ENGINEER is not obligated to incur costs beyond the indicated budgets, as may be adjusted, nor is OWNER obligated to pay ENGINEER beyond these limits. When any budget has been increased, ENGINEER'S excess costs expended prior to such increase will be allowable to the same extent as if such costs had been incurred after the approved increase provided ENGINEER provides written notice to OWNER of such excess costs prior to any approved increase.

C. PER DIEM RATES

Per Diem Rates are those hourly rates charged for work performed on the PROJECT by ENGINEER'S employees of the indicated classifications. These rates are subject to annual calendar year adjustments by agreement of the parties, include all allowances for salary, overheads and fees, but shall not include allowances for Direct Expenses, subcontracts and outside services.

D. DIRECT EXPENSES

Direct Expenses are those necessary costs and charges incurred for the PROJECT and are specifically identified as:

(1) The direct costs of transportation, meals and lodging, mail, special OWNER approved PROJECT specific insurance, letters of credit, bonds, and equipment and supplies; (2) ENGINEER'S current standard rate charges for direct use of ENGINEER'S vehicles, laboratory test and analysis, printing and reproduction services, and certain field equipment; and (3) ENGINEER'S standard project charges for computing systems, special health and safety requirements of OSHA, and telecommunications services.

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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 _____

_____ in proposing or procuring the Contract with the Clayton County Water Authority on the
following Project: **On-Demand Engineering Services**, and that said _____

_____ 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
proposing; 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 proposal for said work.

ATTEST: _____ By: _____
Proposer

By: _____ By: _____
Name Name

Title: _____ Title: _____

Sworn to and subscribed before me this _____ day of _____, 20____.

Notary Public: _____

My Commission expires: _____

END OF SECTION

ATTACHMENT A

To access the 2015 Update of the Strategic Master Plan,
please click [HERE](#).