

Request for Letters of Interest Easement Acquisition Services

Newton County Water & Sewerage Authority
11325 Brown Bridge Road
Covington, Georgia 30016

(770) 385-3923



www.ncwsa.us

August 6, 2020

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Section 1: Introduction

Summary

NCWSA (Newton County Water & Sewerage Authority) seeks Letters of Interest (LOI) for professional services from qualified firms, individual agents, or other consultants for assisting NCWSA with easement acquisition. Subsequent agreement(s), if awarded will be considered “on-call,” with task orders issued to the firm(s) by NCWSA, including acquisition tasks matched to the firm’s area of expertise. The agreements will be renewable as discussed later in this document.

Solicitation

This Request invites LOIs from Respondents according to the requirements herein, including the format and content guidelines specified. LOIs will be reviewed and evaluated by the NCWSA selection team and ranked in the order of most qualified using the criteria and process described herein.

Upon completion of the evaluation process, NCWSA will contact all Respondents. Those scored as most qualified may be interviewed or enter discussions toward Project award(s).

Agreement Renewal

Agreement(s) executed as a result of selection will be for one (1) year beginning on or about October 5, 2020, and may be renewed up to four (4) successive, one-year periods, for a total of five (5) years, contingent upon the appropriation of funds by the NCWSA Board in the annual fiscal-year budget which runs from July 1 through June 30. Written notice shall be given approximately ninety (90) days before the expiration date of each agreement period.

Open Records

All materials submitted in connection with this Request will be public documents and subject to the Open Records Act and policies of the NCWSA. All such materials shall remain the property of NCWSA.

If the Firm has notified the Owner Contact that the Firm’s submittal contains trade secrets, proprietary, commercial or financial information, which is privileged and confidential, we will make every effort to protect those portions of the submittal. The title page and each page containing proprietary information must be marked.

Section 2: Services

Description of Needs

NCWSA has ongoing needs for easement acquisition in support of our Capital Improvements Program. Task Order No. 1 Services will include easement acquisition services for the following projects:

- Paine Crossing Water Transmission Main: 30 parcels
- Wastewater Flow Measurement Stations: 3 parcels

Summary information on this Task is contained in the Appendices.

Responsibilities of NCWSA

NCWSA, through our assigned project manager(s), will work cooperatively with the selected firm(s) to fulfill our responsibilities in a timely manner and facilitate the firm’s efficient performance of services. Our commitments include:

- Clearly outlining project requirements.
- Coordination between Consultants
- Timely reviewing the work products and deliverables.

- Issuing timely responses to the Firm(s).
- Furnishing existing drawings, data, information, and other documents to assist the Firm in their assigned Tasks.
- Funding the Project(s) and rendering timely compensation.

Responsibilities of Consultant

The Consultant, through its assigned project manager, will deliver the Work described in Appendix A, Scope of Work, and fulfill said responsibilities in a timely manner. Generally, the effort should include:

- Coordination and consultations with the Authority's Appraiser, M.K. Gottschalk, LLC, Watkinsville, GA.,
- Contacting and visiting with property owners along the project route,
- Tracking and communicating acquisition status to NCWSA Project Manager,
- Coordination with Design Consultant(s) regarding questions, feasibility, requests,
 - Paine Crossing Water Transmission Main: Carter & Sloope, Inc., Watkinsville, GA,
 - Flow Monitoring Stations: Georgia Water & Environmental Services, LLC., Perry, GA,
- Submitting deliverables (easement documents) for review,
- Coordinate signed easements with Authority staff or Legal Counsel for subsequent recording.
- Project progress updates with timely billings.

Section 3: Procurement Process

Acknowledgement of RFLI

Each potential Respondent should acknowledge with an email no later than the Acknowledgement Date, that it has received the RFLI. Please identify and provide contact information for the firm's primary point of contact for any future documents, notices, and addenda associated with this RFLI.

Communications

The Owner Contact will act as the sole point of contact for this RFLI and will administer the RFLI process. All communications should be submitted in writing via email, and specifically reference this RFLI. This RFLI is subject to revision after the date of issuance via written Addenda. Any such addenda will be distributed directly to known Respondents via email. All questions and responses will be shared by Addenda with all parties having acknowledged the RFLI. Please direct questions to the Owner Contact as follows:

Mrs. Lindsey Chambers
Engineering Technician
NCWSA
11325 Brown Bridge Road
Covington, GA 30016
Phone: (770) 385-3923
Email: lc@ncwsa.us

Please note that verbal communications with the Owner Contact or other individuals are not binding. We require that all communication go through the Owner Contact, or specified delegate(s). The Owner's Contact may designate alternate contacts to address specific inquiries.

Schedule

The current procurement schedule is as follows:

Issue RFLI	August 6, 2020
Submit LOI	September 8, 2020;
Interviews (if needed)	TBA
Award and Agreement	Sep. 16 – Oct 2, 2020
Notice to Proceed	October 5, 2020

Section 4: Submittal Requirements

Submittal and Due Date

We prefer digital submittals. Publish and upload pdf version(s) of the LOI(s) no later than the Schedule Date, addressed to the Owner Contact.

Upload the LOI to the Authority's 3rd Party Server Location: *To Be Announced*

If hard copy submittals are contemplated, please deliver 1 copy and a memory drive containing the digitally published version (PDF) to the Owner Contact at the address noted above.

Each Respondent assumes full responsibility for timely submittal of its LOI at the required location.

The Respondent shall provide and sign all information required. An authorized agent of the company must sign on behalf of the firm.

Format

We value brevity. Please provide five (5) pages or less, (excluding resumes, project sheets, affidavits, etc.), conveying the Respondent's transmittal letter, qualifications, experience, and project management approach. An 11 X 17-inch sheet size may be used for a team chart or other exhibit and will count as 1 page.

Locate all other in the Appendices. Limit total page count to 30 or less, 8.5 X 11-inch equivalent, minimum 11-point font.

Content

Letter of Interest

Provide a 1-page Letter of Interest describing how the Authority will benefit with your firm as a trusted advisor. In the letter, please acknowledge receipt of all Addenda.

Team and Qualifications

The five (5) pages should demonstrate how your firm's team, qualifications, and experience will fill our needs.

Qualifications

Respondents should possess and demonstrate a minimum of 10 years of firm / key team member experience in the right-of-way or easement acquisition area for municipal, public, or private agencies.

Experience

The LOI should describe the experience of the firm and Project team members on projects relevant to Public Water Agencies, GDOT, or County Government. The Respondent should include five (5) reference projects to demonstrate relevant experience.

Each project description shall contain the following information:

- Owner
- Owner contact information (including email address)
- Role of firm
- Contract value
- Year completed
- Description of the project demonstrating relevance to the Authority's needs
- Key team members involved in the relevant projects, along with a concise description of the role and responsibilities of each.

Resumes

Include resumes for key team members in the Appendix. Resumes should be 1-page maximum length.

Project Management Approach

Consider this section as an opportunity to write persuasively about a documented success story. Include your firm's approach for achieving outstanding results for a hypothetical (or real) assigned Task under this Project.

Billing Rates

The project lends itself to billing by easement parcel. Provide the firm's desired compensation schedule and / or hourly billing rate schedule including the key personnel and others involved in the work in the Appendices. The schedule should include any billing multipliers to be assessed on expenses or sub-consultant charges. Key personnel are to be mapped to the billing rate schedule.

Provide a description of how the firm expects to be compensated (hourly with estimated maximum, lump sum, etc.) for various types of assignments. NCWSA may request services to be compensated on a lump sum basis in addition to tasks compensated on time and materials basis.

Section 5: Evaluation and Selection

Evaluation Criteria

A selection team comprised of the Owner's project managers will evaluate and rank the responsive LOIs that best satisfy the Project requirements. The selection team will apply the evaluation criteria below.

Evaluation Criteria	Value
Team, Qualifications, Experience	60
Project Management Approach	20
Cost Efficiency of Billing Rates	20

Selection Process

After evaluation and recommendations for selection, the Owner will notify Respondents. The top ranked Respondent(s) will be either selected for contract award or offered the opportunity to negotiate the final

terms of the Owner's Agreement for Professional Services. If the Owner determines that the top-ranked Respondent(s)'s proposed final terms are not advantageous to the Owner, the Owner may choose to either select or negotiate with the next-highest ranked Respondent.

Section 6: Additional Required Content

Forms

Include the items described in Attachment A and return them in the LOI's Appendix including:

- Firm's comments, if any, on the proposed agreement for professional services.
- Provide Sample Certificate of Insurance meeting requirements found in agreement.

Respondents are required to complete the forms in Attachment B and return them in the LOI including:

- Firm's Affidavit (E-Verify)
- SAVE Affidavit
- W-9

Attachment A

- Scope of Work

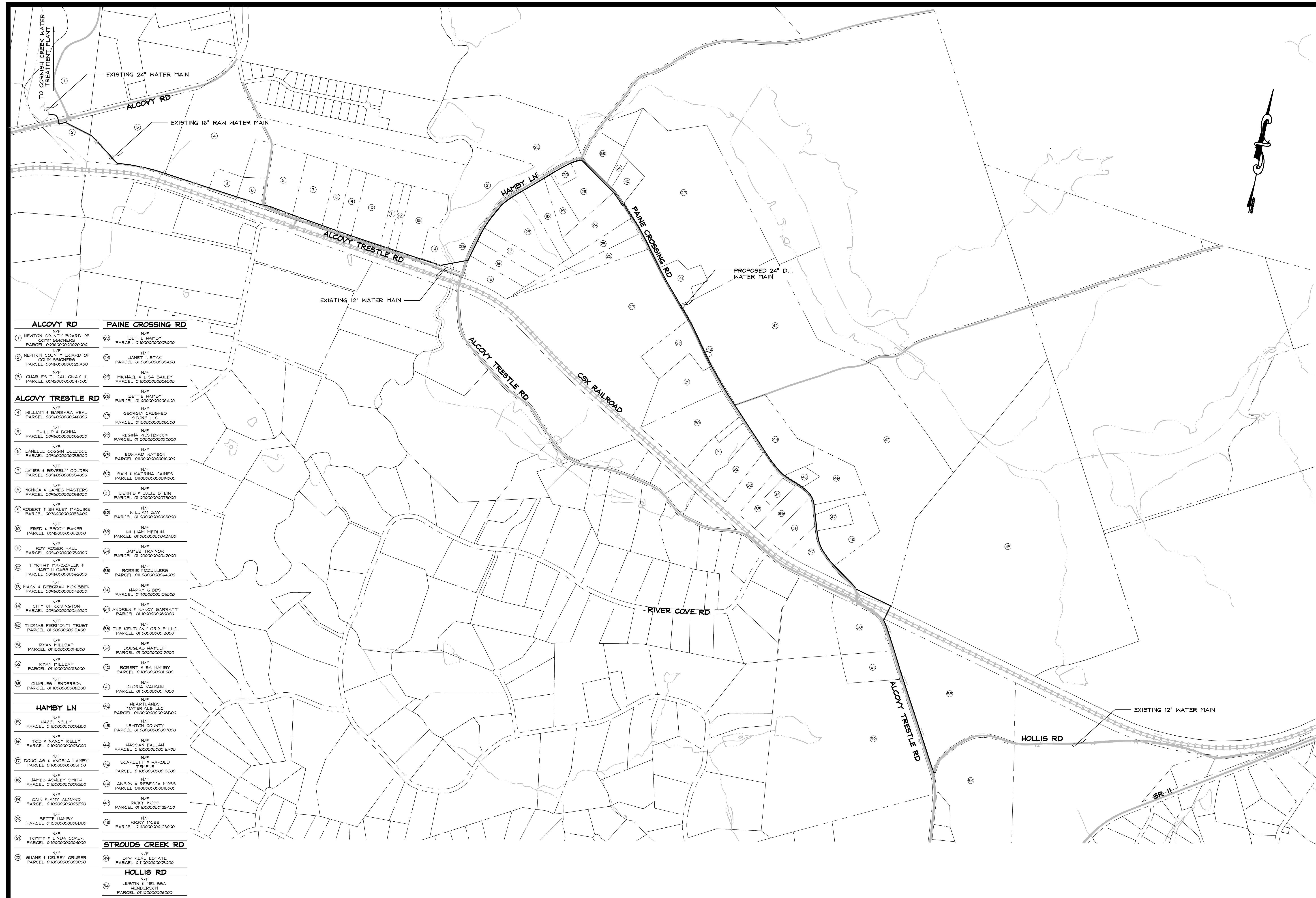
Owner	Parcel #	Address
NEWTON COUNTY BOARD OF COMMISSIONERS	009600000020000	11905 ALCOVY RD
NEWTON COUNTY BOARD OF COMMISSIONERS	009600000020A00	ALCOVY RD
CHARLES T. GALLOWAY III	009600000047000	12054 ALCOVY RD
WILLIAM & BARBARA VEAL	009600000046000	90 ALCOVY TRESTLE RD
PHILLIP & DONNA DORN	0096000000056000	190 ALCOVY TRESTLE RD
LANELLE COGGIN BLEDSOE	0096000000055000	164 ALCOVY TRESTLE RD
JAMES & BEVERLY GOLDEN	0096000000054000	279 ALCOVY TRESTLE RD
MONICA & JAMES MASTERS	0096000000053000	289 ALCOVY TRESTLE RD
ROBERT & SHIRLEY MAGUIRE	0096000000053A00	319 ALCOVY TRESTLE RD
FRED & PEGGY BAKER	009600000052000	359 ALCOVY TRESTLE RD
ROY ROGER HALL	0096000000050000	389 ALCOVY TRESTLE RD
TIMOTHY MARSZALEK & MARTIN CASSIDY	0096000000062000	395 ALCOVY TRESTLE RD
MACK & DEBORAH MCKIBBEN	0096000000043000	405 ALCOVY TRESTLE RD
CITY OF COVINGTON	0096000000044000	397 ALCOVY TRESTLE RD
CHARLES HENDERSON	0111000000006B00	ALCOVY TRESTLE RD
HAZEL KELLY	0110000000005B00	HAMBY LN
TOD & NANCY KELLY	0110000000005C00	HAMBY LN
DOUGLAS & ANGELA HAMBY	0110000000005F00	30 HAMBY LN
JAMES ASHLEY SMITH	0110000000005G00	HAMBY LN
CAIN & AMY ALMAND	0110000000005E00	200 HAMBY LN
BETTE S HAMBY	0110000000005D00	256 HAMBY LN
BETTE HAMBY	0110000000005000	715 PAINE CROSSING RD
JANET LISTAK	0110000000005A00	661 PAINE CROSSING RD
GLORIA VAUGHN	0110000000017000	522 PAINE CROSSING RD
HASSAN FALLAH	0110000000015A00	264 PAINE CROSSING RD
LAWSON & REBECCA MOSS	0110000000015000	164 PAINE CROSSING RD
RICKY MOSS	01110000000123000	140 PAINE CROSSING RD
RICKY MOSS	01110000000123A00	PAINE CROSSING RD
BPV REAL ESTATE	0111000000005000	STROUDS CREEK RD
R/W		
CSX RAILROAD	N/A	PAINE CROSSING RD AND ALCOVY TRESTLE RD INTERSECTION
GDOT	N/A	GA HWY 11 & HOLLIS RD INTERSECTION

REVISIONS:	
A INITIAL RELEASE	XX/XX/XX

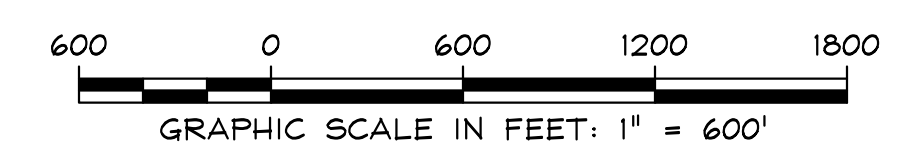
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THIS LINE IS ONE INCH LONG WHEN DRAWING IS PLOTTED FULL SCALE	
DSGN: CW	DRWN: KM/CG
DWG. NAME: EASEMENT DWG	
PROJ. NO.: N2075.026	SHEET NO.: 3
DATE: XX/XX/XX	OF 19 SHEETS



ALCOY RD		PAINÉ CROSSING RD	
1	NEXTON COUNTY BOARD OF COMMISSIONERS PARCEL 00%00000000000000	23	N/F BETTE HAMBY PARCEL 0100000000000000
2	NEXTON COUNTY BOARD OF COMMISSIONERS PARCEL 00%00000000000000	24	N/F JANET LISTAK PARCEL 0100000000000000
3	CHARLES T. GALLAGHER III PARCEL 00%00000000000000	25	N/F MICHAEL & LISA BAILEY PARCEL 0100000000000000
ALCOY TRESTLE RD		26	N/F BETTE HAMBY PARCEL 0100000000000000
4	WILLIAM & BARBARA VEAL PARCEL 00%00000000000000	27	N/F GEORGIA CRUSHED STONE LLC PARCEL 0100000000000000
5	N/F PHILLIP & DONNA PARCEL 00%00000000000000	28	N/F REGINA WESTBROOK PARCEL 0100000000000000
6	N/F LANELLE COOKIN BLEDSOE PARCEL 00%00000000000000	29	N/F EDWARD WATSON PARCEL 0100000000000000
7	N/F JAMES & BEVERLY GOLDEN PARCEL 00%00000000000000	30	N/F SAM & KATRINA CAINES PARCEL 0100000000000000
8	N/F MONICA & JAMES MASTERS PARCEL 00%00000000000000	31	N/F DENNIS & JULIE STEIN PARCEL 0100000000000000
9	N/F ROBERT & SHIRLEY MAGUIRE PARCEL 00%00000000000000	32	N/F WILLIAM GAY PARCEL 0100000000000000
10	N/F FRED & PEGGY BAKER PARCEL 00%00000000000000	33	N/F WILLIAM MEDLIN PARCEL 0100000000000000
11	N/F ROY ROGER HALL PARCEL 00%00000000000000	34	N/F JAMES TRAINOR PARCEL 0100000000000000
12	N/F TIMOTHY HARSZALEK & MARTIN CASSIDY PARCEL 00%00000000000000	35	N/F ROBBIE MCCOLLERS PARCEL 0100000000000000
13	N/F MACK & DEBORAH MCKIBBEN PARCEL 00%00000000000000	36	N/F HARRY GIBBS PARCEL 0100000000000000
14	N/F CITY OF GOVINGTON PARCEL 00%00000000000000	37	N/F ANDREW & NANCY BARRATT PARCEL 0100000000000000
15	N/F THOMAS FIERMONTI TRUST PARCEL 0100000000000000	38	N/F THE KENTUCKY GROUP LLC PARCEL 0100000000000000
16	N/F RYAN HILLSAP PARCEL 0110000000000000	39	N/F DOUGLAS HATSLIP PARCEL 0100000000000000
17	N/F RYAN HILLSAP PARCEL 0110000000000000	40	N/F ROBERT & SA HAMBY PARCEL 0100000000000000
18	N/F CHARLES HENDERSON PARCEL 0110000000000000	41	N/F GLORIA VAUGHN PARCEL 0100000000000000
HAMBY LN		42	N/F HEARTLANDS MATERIALS LLC PARCEL 0100000000000000
15	N/F HAZEL KELLY PARCEL 0100000000000000	43	N/F NEXTON COUNTY PARCEL 0100000000000000
16	N/F TOD & NANCY KELLY PARCEL 0100000000000000	44	N/F HASSAN FALLAH PARCEL 0100000000000000
17	N/F DOUGLAS & ANGELA HAMBY PARCEL 0100000000000000	45	N/F SCARLETT & HAROLD TERPFE PARCEL 0100000000000000
18	N/F JAMES ASHLEY SMITH PARCEL 0100000000000000	46	N/F LAWSON & REBECCA MOSS PARCEL 0100000000000000
19	N/F CAIN & ANY ALMAND PARCEL 0100000000000000	47	N/F RICKY MOSS PARCEL 0110000000000000
20	N/F BETTE HAMBY PARCEL 0100000000000000	48	N/F RICKY MOSS PARCEL 0110000000000000
21	N/F TOMMY & LINDA COKER PARCEL 0100000000000000	STROUDS CREEK RD	
22	N/F SHANE & KELSEY GRUBER PARCEL 0100000000000000	49	N/F BPV REAL ESTATE PARCEL 0100000000000000
HOLLIS RD		50	N/F JUSTIN & MELISSA HENDERSON PARCEL 0110000000000000



PROJECT MAP



Know what's below.
Call before you dig.

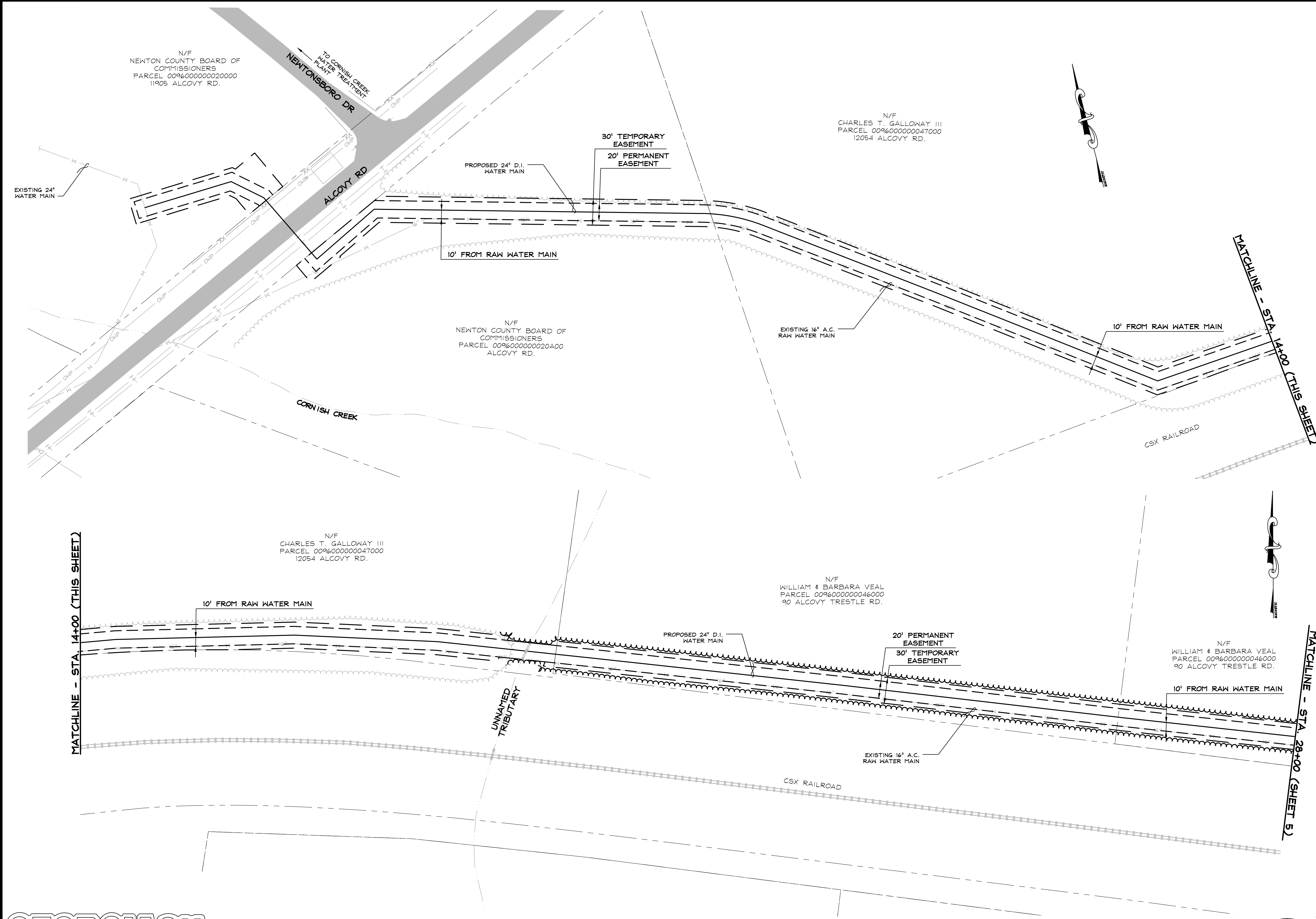
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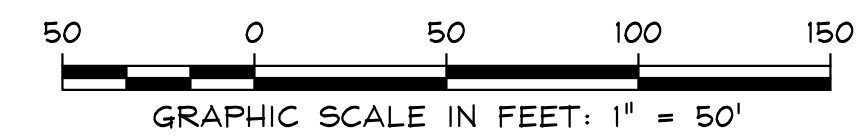
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WATER MAIN 0+00 TO 28+00



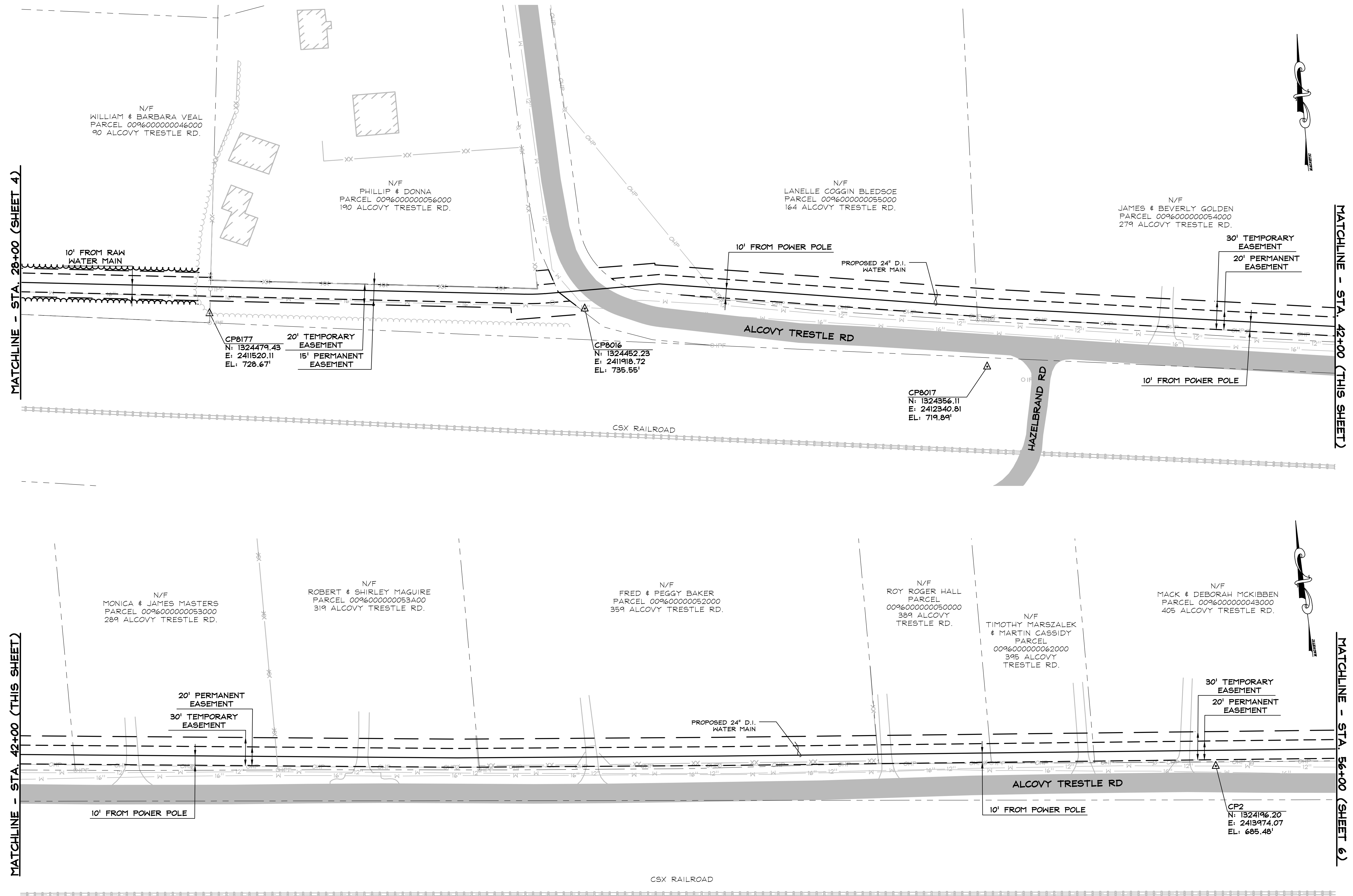
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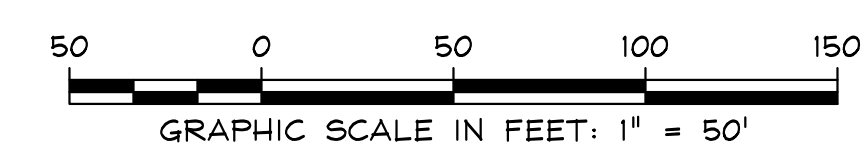
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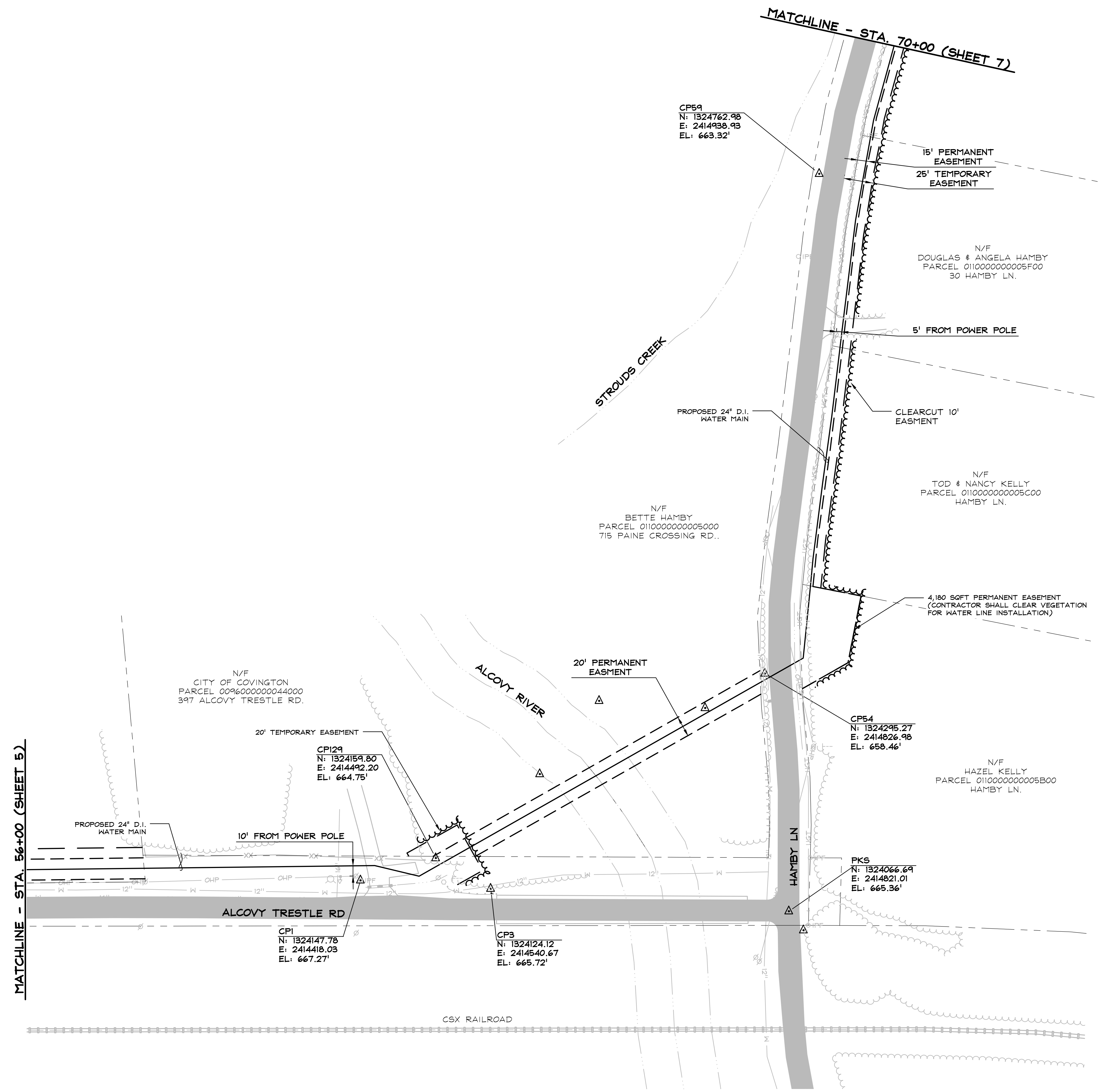
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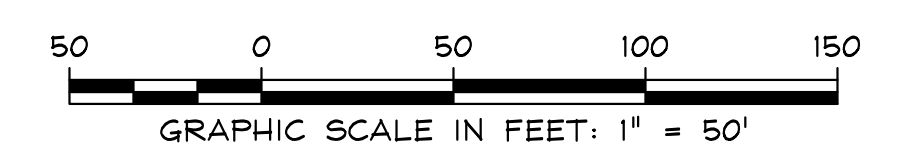
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WATER MAIN 56+00 TO 70+00



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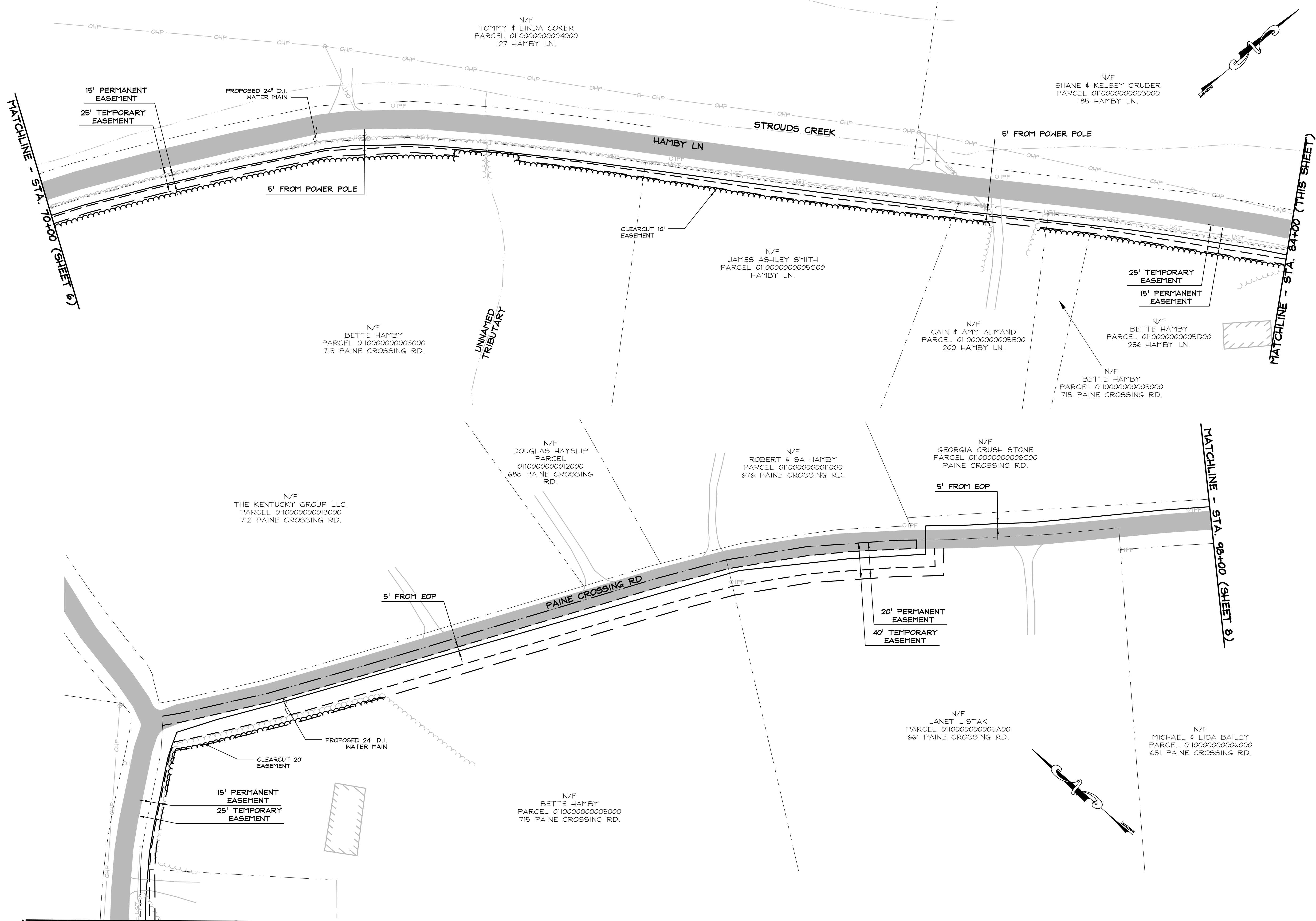
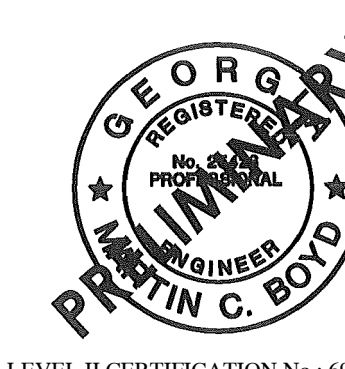


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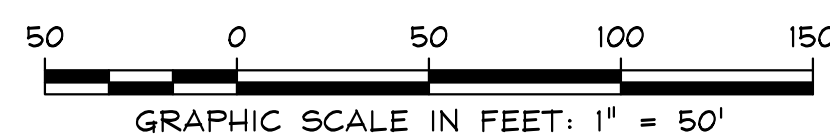
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MATCHLINE - STA. 98+00 (SHEET 7)

MATCHLINE - STA. 112+00 (THIS SHEET)

MATCHLINE - STA. 112+00 (THIS SHEET)

MATCHLINE - STA. 126+00 (SHEET 9)

N/F
GEORGIA CRUSH STONE
PARCEL 011000000008C00
PAINE CROSSING RD.

N/F
GLORIA VAUGHN
PARCEL 0110000000017000
522 PAINE CROSSING RD.

N/F
HEARTLANDS MATERIALS LLC
PARCEL 0110000000008D00
PAINE CROSSING RD.

N/F
BETTE HAMBY
PARCEL 0110000000006A00
641 PAINE CROSSING RD.

N/F
GEORGIA CRUSHED STONE
LLC PARCEL 011000000008C00
PAINE CROSSING RD.

N/F
NEWTON COUNTY
PARCEL 0110000000007000
PAINE CROSSING RD.

N/F
HEARTLANDS MATERIALS LLC
PARCEL 0110000000008D00
PAINE CROSSING RD.

N/F
REGINA WESTBROOK
PARCEL 01100000000020000
455 PAINE CROSSING RD.

N/F
EDWARD WATSON
PARCEL 01100000000016000
PAINE CROSSING RD.

N/F
SAM & KATRINA CAINES
PARCEL 01100000000019000
355 PAINE CROSSING RD.

CP10072
N: 1324117.92
E: 2418054.98
EL: 793.36'

CP352
N: 1323254.89
E: 2418713.21
EL: 789.80'

PROPOSED 24" D.I.
WATER MAIN

PROPOSED 24" D.I.
WATER MAIN

5' FROM EOP

5' FROM EOP

5' FROM EOP

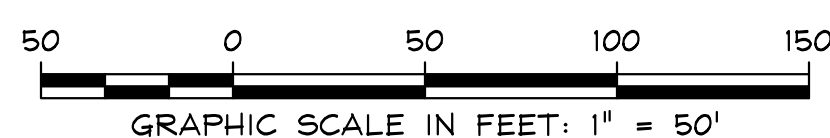
5' FROM EOP

PAINE CROSSING RD

PAINE CROSSING RD



Know what's below.
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WATER MAIN 98+00 TO 126+00

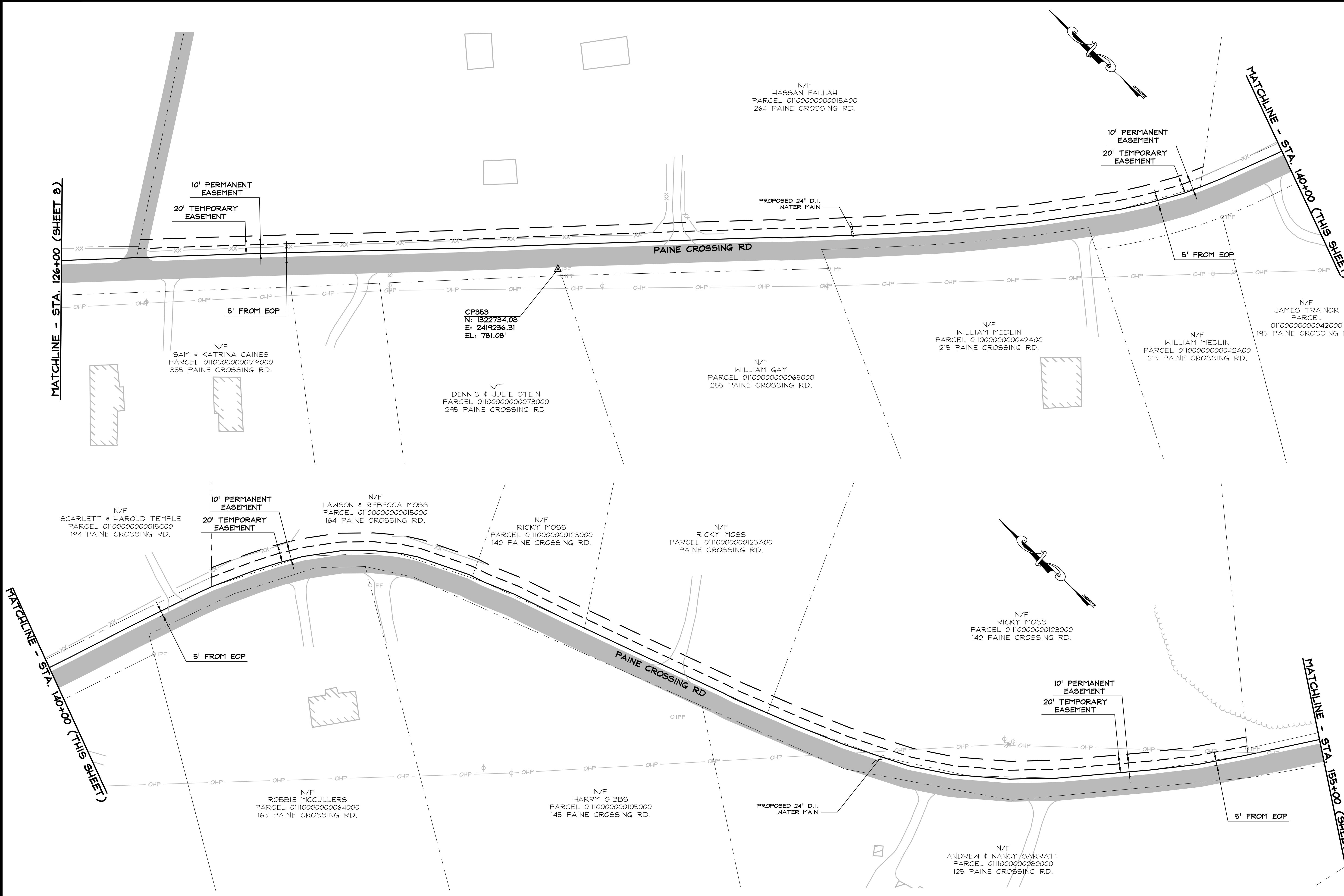


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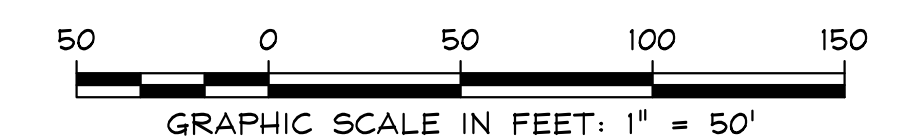
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1031 STONEBRIDGE PARKWAY, WATKINSVILLE, GA 30677, 706.769.4119 TEL., 706.769.4546 FAX
GA COA LICENSE# PE001004 EXPIRES 6/30/2020

THIS LINE IS ONE INCH LONG WHEN DRAWING IS PLOTTED FULL SCALE	
DSGN: CW	DRWN: KM/CG
DWG. NAME: EASEMENT DWG	
PROJ. NO.: N2075.026	SHEET NO.: 9
DATE: XX/XX/XX	OF 19 SHEETS



GEORGIA811
www.Georgia811.com

Know what's below.
Call before you dig.



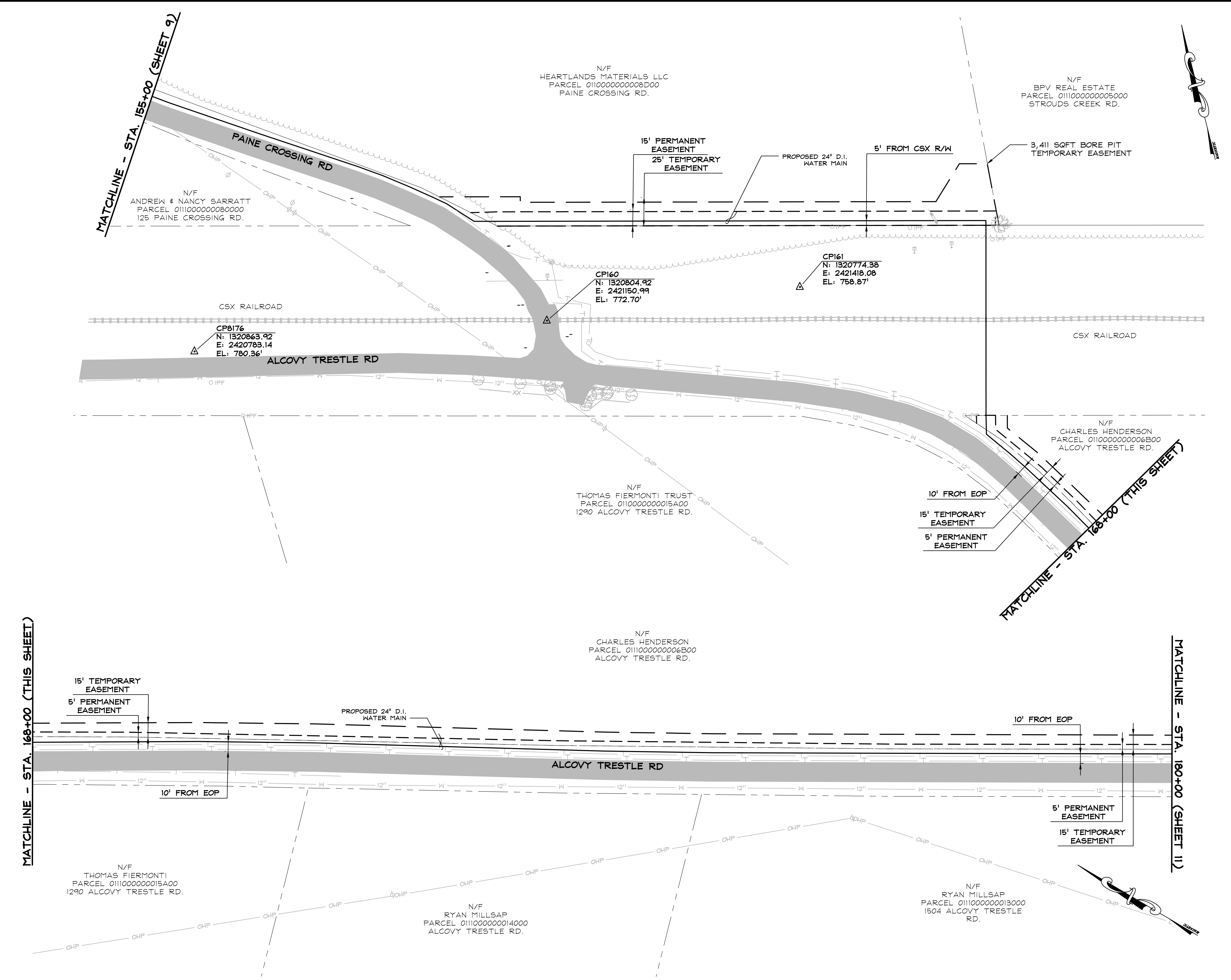
WATER MAIN 126+00 TO 155+00



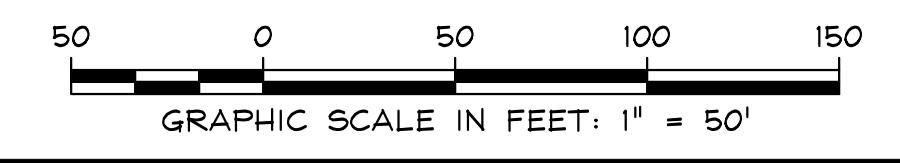
LEVEL II CERTIFICATION No.: 69261

REVISIONS:	
A INITIAL RELEASE	XX/XX/XX

PAINE CROSSING TRANSMISSION MAIN
 FOR THE
NEWTON COUNTY WATER & SEWERAGE AUTHORITY
 NEWTON COUNTY, GEORGIA
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Know what's below.
Call before you dig.



WATER MAIN 155+00 TO 180+00



Carter & Sloop
CONSULTING ENGINEERS
 MACON ♦ ATHENS ♦ CANTON ♦ MOULTRIE
 1031 STONEBRIDGE PARKWAY, WATKINSVILLE, GA 30677, 706.769.4119 TEL., 706.769.4546 FAX
 GA COA LICENSE # PE001004 EXPIRES 6/30/2020

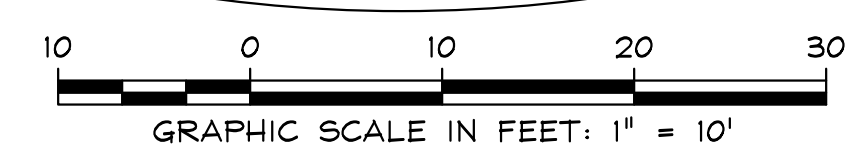
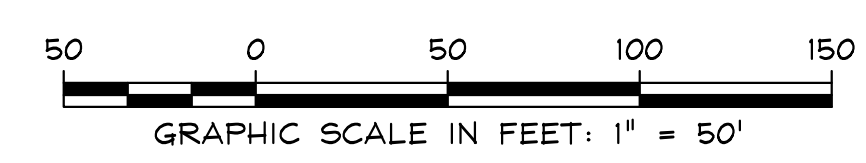
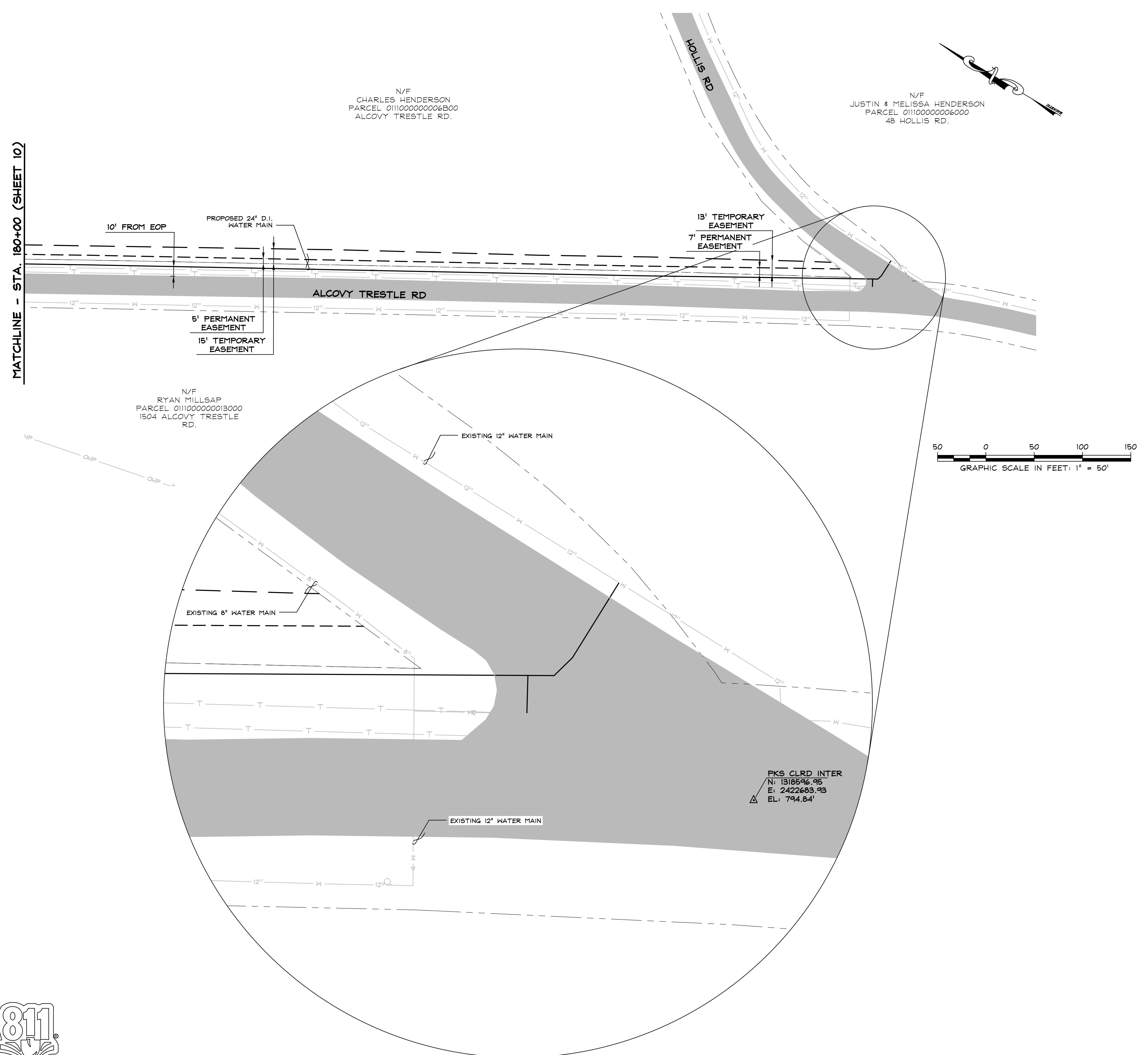
THIS LINE IS ONE INCH LONG WHEN DRAWING IS PLOTTED FULL SCALE.	
DSGN: CW	DRWN: KM/CG
DWG. NAME: EASEMENT DWG	
PROJ. NO.: N2075.026	SHEET NO.: 10
DATE: XX/XX/XX	OF 19 SHEETS

REVISIONS:	
A	INITIAL RELEASE XX/XX/XX

PAINÉ CROSSING TRANSMISSION MAIN
 FOR THE
NEWTON COUNTY WATER & SEWERAGE AUTHORITY
 NEWTON COUNTY, GEORGIA
COPYRIGHT © 2019 CARTER & SLOOPE, INC. ALL RIGHTS RESERVED.

Carter & Sloopé
 CONSULTING ENGINEERS
 MACON ♦ ATHENS ♦ CANTON ♦ MOUNTAIN
1031 STONEBRIDGE PARKWAY, WATKINSVILLE, GA 30677, 706.769.4119 TEL., 706.769.4546 FAX
 GA COA LICENSE# PE001004 EXPIRES 6/30/2020

THIS LINE IS ONE INCH LONG WHEN DRAWING IS PLOTTED FULL SCALE.	
DSGN: CW	DRWN: KM/CG
DWG. NAME: EASEMENT DWG	
PROJ. NO.: N2075.026	SHEET NO.: 11
DATE: XX/XX/XX	OF 19 SHEETS



WATER MAIN 180+00 TO END



Know what's below.
 Call before you dig.





Newton County Water & Sewerage Authority

11325 Brown Bridge Road
Covington, GA 30016
(770) 787-1375
www.ncwsa.us

December 4, 2019

Ms. Verna Rosso
c/o 3RG, LLC
2800 Ringneck Drive
Fort Collins, CO 80526

Subject: Easement for Sewer System Improvements in Oxford, GA

Dear Ms. Rosso,

On behalf of the Authority (NCWSA), we ask for your review and consideration regarding Subject.

We are improving the sewer system to better serve our customers located in the Oxford, GA area. Said improvements require sufficient access and space to construct and maintain a new buried structure on the existing sewer located on Old Atlanta Highway, Parcel No. 0042-091, and serving Old Atlanta Highway industrial properties. We need approximately 0.09 Acres as described on the attached easement plat.

After your review, please call or write me or Lindsey Chambers at (770) 385-3923 or email wh@ncwsa.us to further discuss this request or answer questions.

Sincerely,

Wayne Haynie, P.E.

Wayne Haynie, P.E.

Attachments

**NEWTON COUNTY WATER AND SEWERAGE AUTHORITY
PERMANENT WATER / SEWER EASEMENT WITH
TEMPORARY CONSTRUCTION EASEMENT**

STATE OF GEORGIA

COUNTY OF NEWTON

THIS GRANT AND CONVEYANCE OF EASEMENT (the "Easement") is made and executed the _____ day of _____, 2019, by and between

3RG, LLC (the "Grantor"), and the **NEWTON COUNTY WATER AND SEWERAGE AUTHORITY**, a political subdivision of the State of Georgia, herein called the Grantee.

WHEREAS, the Grantor is the owner in fee simple of certain real property located in Land Lot(s) 193 of the 10th Land District of Newton County, Georgia, said property also described as Tax Parcel No. 0042 091, and / or street address Old Atlanta Highway, Covington, GA 30016, which is more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Property"), showing the dimensions of this easement; and,

WHEREAS, the Grantee, in order to construct and maintain adequate infrastructure for the benefit of its water and sewer system, its customers, and for the benefit of the citizens of Newton County, must acquire a permanent sewer easement, as depicted in the Grantee's Construction Drawings entitled: Wastewater Flow Monitoring Stations and attached hereto and made a part hereof and identified in Exhibit "A."

The easement covered by this instrument is for the purpose of constructing, sewers, manholes, and appurtenances, together with the right to go upon said land to install said facilities, to inspect, maintain, repair, add to, or replace the same, as may from time to time be necessary.

This grant of easement includes, as more particularly shows on Exhibit "A", a Permanent Sewer Easement of 3,962 square feet, or 0.09 acres. The Easement includes the right to execute certain construction over and upon the area of the easement in such manner as the Grantee may deem proper to support or accommodate the installation of the water / sewer line.

Regarding overall access onto the property for the purposes of construction or future maintenance, owner agrees that Grantee may utilize existing drives, thru-ways, alleys or other means connecting public roads with Authority sewers located on Grantor's property. Grantee will attempt to notify Grantor in advance of

entry.

WITNESSETH, that Grantor for and in consideration of the sum of \$10.00 and other valuable considerations in hand paid, at and before the sealing and delivery of these presents, does grant, bargain, sell, and convey unto Grantee a perpetual easement over and under the property of the Grantor in across the Grantee's properties.

The Grantor has the full right, power and authority to execute, acknowledge, seal and deliver this easement. This easement has been duly executed, acknowledged, sealed and delivered by the Grantor and is the legal, valid and binding obligation of the Grantor, enforceable against the Grantor, its successors and/or assigns, in accordance with its terms.

IN WITNESS WHEREOF, the parties have caused this Easement to be executed by their duly authorized representatives as of the date first written above.

GRANTOR: 3RG, LLC

Signed, sealed, and delivered in the presence of:

Printed Name

Printed Name

Signature

Signature

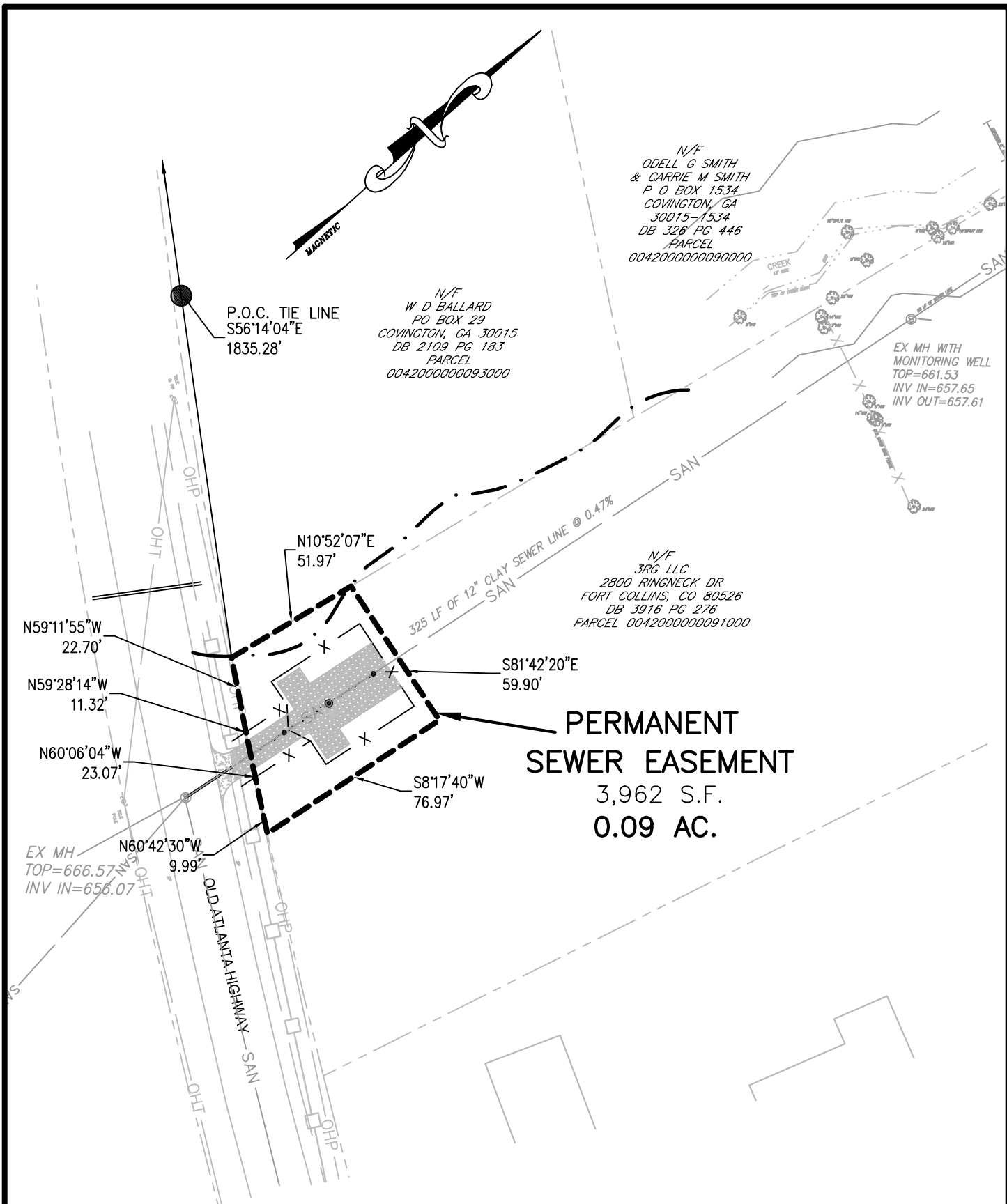
Printed Name

Signature

Signed, sealed, and delivered in the presence of

Witness

NOTARY PUBLIC
My commission expires:



TOTAL PERMANENT SEWER EASEMENT
3,962 S.F.
0.09 AC.

NEWTON COUNTY WATER & SEWERAGE AUTHORITY
SEWER EASEMENT CROSSING PROPERTY OF:

3RG LLC

LAND LOTS 193 - 10TH DISTRICT
NEWTON COUNTY, GEORGIA

DATE: 06-05-19
REVISED: 11-27-19



SCALE: 1"=50'



SURVEYING & ENGINEERING
928 BLACKLAWN ROAD SW
CONYERS, GEORGIA 30094
PHONE: 770-483-9745

LEGAL DESCRIPTION

Permanent Sanitary Sewer Easement – Old Atlanta Highway

Crossing the Property of Now or Formerly 3RG LLC

All that tract or parcel of land lying and being in Land Lot 193 of the 10th District, of Newton County, Georgia, also known as Tax Map Parcel I.D. 0042 091, with street address on Old Atlanta Highway, and being 0.09 Acre Permanent Sanitary Sewer Easement as depicted on the Sewer Easement Exhibit for Newton County Water and Sewerage Authority prepared by Patrick & Associates, Inc. on June 6, 2019, Revised November 27, 2019 and being more particularly described as follows:

BEGINNING at a nail set in the centerline intersection of Old Atlanta Highway and Cook Road, thence South 56° 14' 04" East a distance of 1,835.28 feet to a point on the eastern Right-of-Way of Old Atlanta Highway, said point being the TRUE POINT OF BEGINNING, thence leaving said Right-of-Way North 10° 52' 07" East a distance of 51.97 feet to a point; thence South 81° 42' 20" East a distance of 59.90 feet to a point; thence South 08° 17' 40" West a distance of 76.97 feet to a point on the eastern Right-of-Way of Old Atlanta Highway; thence northwesterly along said Right-of-Way North 60° 42' 30" West a distance of 9.99 feet to a point; thence North 60° 06' 04" West a distance of 23.07 feet to a point; thence North 59° 28' 14" West a distance of 11.32 feet to a point; thence North 59° 11' 55" West a distance of 22.70 feet to the TRUE POINT OF BEGINNING.

Said Easement contains 0.09 Acre or 3,962 square feet.



Newton County Water & Sewerage Authority

11325 Brown Bridge Road
Covington, GA 30016
(770) 787-1375
www.ncwsa.us

December 4, 2019

Mr. Robert West
TBR Hydroplant Owner, LLC
1575 Northside Drive
Bldg. 100, Ste. 200
Atlanta, GA 30318

Subject: Easement for Sewer System Improvements in Porterdale, GA

Dear Mr. West,

On behalf of the Authority (NCWSA), we ask for your review and consideration regarding Subject.

We are improving the sewer system to better serve our customers located in the Porterdale, GA area. Said improvements require sufficient access and space to construct and maintain a new manhole structure to be constructed on the existing sewer located on Riverfront Road, Parcel No. 045-074, serving the Porterdale Lofts and adjacent properties. We need approximately 0.2029 acres as described on the attached easement package.

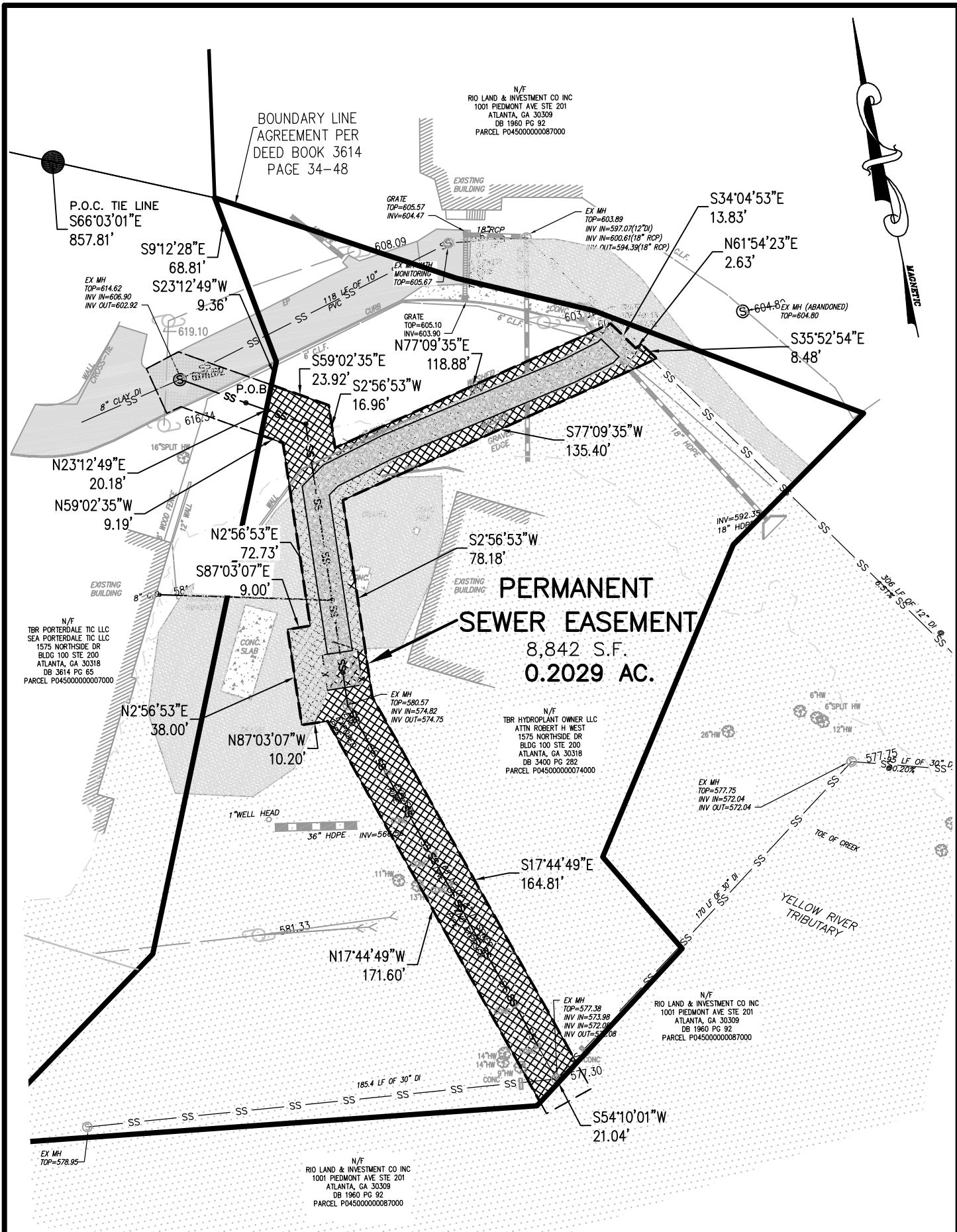
After your review, please call or write me or Lindsey Chambers at (770) 385-3923, or email wh@ncwsa.us to further discuss this request or answer questions.

Sincerely,

Wayne Haynie, P.E.

Wayne Haynie, P.E.

Attachments



**PERMANENT
SEWER EASEMENT**
8,842 S.F.
0.2029 AC.

**TOTAL PERMANENT
SEWER EASEMENT**
8,842 S.F.
0.2029 AC.

NEWTON COUNTY WATER & SEWERAGE AUTHORITY
SEWER EASEMENT CROSSING PROPERTY OF:

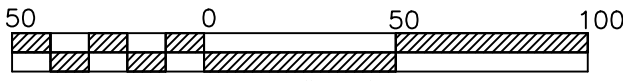
TBR HYDROPLANT OWNER LLC

LAND LOTS 97,98 & 127 – 10TH DISTRICT
NEWTON COUNTY, GEORGIA

DATE: 11-13-19



SURVEYING & ENGINEERING
928 BLACKLAWN ROAD SW
CONYERS, GEORGIA 30094
PHONE: 770-483-9745



LEGAL DESCRIPTION

Permanent Sanitary Sewer Easement – TBR Hydroplant Owner, LLC

All that tract or parcel of land lying and being in Land Lot 97, 98 & 127 of the 10th District, of Newton County, Georgia, and being 0.2029 Acre Permanent Sanitary Sewer Easement as depicted on the Sewer Easement Exhibit for Newton County Water and Sewerage Authority prepared by Patrick & Associates, Inc. on November 13, 2019, and being more particularly described as follows:

COMMENCE at a nail set at the intersection formed by the centerline of Hemlock Street with the centerline of Main Street (aka Georgia Highway 81 & North Broadway, variable R/W) and proceed along Tie Line South 66° 03' 01" East a distance of 857.81 feet to a point; Thence South 09° 12' 28" East a distance of 68.81 feet to a point; Thence South 23° 12' 49" West a distance of 9.36 feet to the TRUE POINT OF BEGINNING.

From the POINT OF BEGINNING thence South 59° 02' 35" East a distance of 23.92 feet to a point; Thence South 02° 56' 53" West a distance of 16.96 feet to a point; Thence North 77° 09' 35" East a distance of 118.88 feet to a point; Thence South 34° 04' 53" East a distance of 13.83 feet to a point; Thence North 61° 54' 23" East a distance of 2.63 feet to a point; Thence South 35° 52' 54" East a distance of 8.48 feet to a point; Thence South 77° 09' 35" West a distance of 135.40 feet to a point; Thence South 02° 56' 53" West a distance of 78.18 feet to a point; Thence South 17° 44' 49" East a distance of 164.81 feet to a point; Thence South 54° 10' 01" West a distance of 21.04 feet to a point; Thence North 17° 44' 49" West a distance of 171.60 feet to a point; Thence North 87° 03' 07" West a distance of 10.20 feet to a point; Thence North 02° 56' 53" East a distance of 38.00 feet to a point; Thence South 87° 03' 07" East a distance of 9.00 feet to a point; Thence North 02° 56' 53" East a distance of 72.73 feet to a point; Thence North 59° 02' 35" West a distance of 9.19 feet to a point; Thence North 23° 12' 49" East a distance of 20.18 feet to the TRUE POINT OF BEGINNING.

Said Easement contains 0.2029 Acre or 8,842 square feet.

**NEWTON COUNTY WATER AND SEWERAGE AUTHORITY
PERMANENT WATER / SEWER EASEMENT WITH
TEMPORARY CONSTRUCTION EASEMENT**

STATE OF GEORGIA
COUNTY OF NEWTON

THIS GRANT AND CONVEYANCE OF EASEMENT (the "Easement") is made and executed the _____ day of _____, 2019, by and between

TBR HYDROPLANT OWNER, LLC (the "Grantor"), and the **NEWTON COUNTY WATER AND SEWERAGE AUTHORITY**, a political subdivision of the State of Georgia, herein called the Grantee.

WHEREAS, the Grantor is the owner in fee simple of certain real property located in Land Lot(s) _____ 97, 98, & 127 of the 10th– Land District of Newton County, Georgia, said property also described as Tax Parcel No. P04500000074000, and / or street address 1500 Main Street, Porterdale, GA, which is more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Property"), showing the dimensions of this easement; and,

WHEREAS, the Grantee, in order to construct and maintain adequate infrastructure for the benefit of its water and sewer system, its customers, and for the benefit of the citizens of Newton County, must acquire a permanent sewer easement, as depicted in the Grantee's Construction Drawings entitled: Wastewater Flow Monitoring Stations and attached hereto and made a part hereof and identified in Exhibit "A."

The easement covered by this instrument is for the purpose of constructing, sewers, manholes, and appurtenances, together with the right to go upon said land to install said facilities, to inspect, maintain, repair, add to, or replace the same, as may from time to time be necessary.

This grant of easement includes, as more particularly shows on Exhibit "A", a Permanent Sewer Easement of 8,842 square feet, or 0.2029 acres. The Easement includes the right to execute certain construction over and upon the area of the easement in such manner as the Grantee may deem proper to support or accommodate the installation of the water / sewer line.

Regarding overall access onto the property for the purposes of construction or future maintenance, owner agrees that Grantee may utilize existing drives, thru-ways, alleys or other means connecting public roads with Authority sewers located on Grantor's property. Grantee will attempt to notify Grantor in advance of entry.

WITNESSETH, that Grantor for and in consideration of the sum of \$10.00 and other valuable considerations in hand paid, at and before the sealing and delivery of these presents, does grant, bargain, sell, and convey unto Grantee a perpetual easement over and under the property of the Grantor in across the Grantee's properties.

The Grantor has the full right, power and authority to execute, acknowledge, seal and deliver this easement. This easement has been duly executed, acknowledged, sealed and delivered by the Grantor and is the legal, valid and binding obligation of the Grantor, enforceable against the Grantor, its successors and/or assigns, in accordance with its terms.

IN WITNESS WHEREOF, the parties have caused this Easement to be executed by their duly authorized representatives as of the date first written above.

GRANTOR: TBR Hydroplant Owner, LLC

Signed, sealed, and delivered in the presence of:

Printed Name

Printed Name

Signature

Signature

Printed Name

Signature

Signed, sealed, and delivered in the presence of

Witness

NOTARY PUBLIC
My commission expires:



Newton County Water & Sewerage Authority

11325 Brown Bridge Road
Covington, GA 30016
(770) 787-1375
www.ncwsa.us

December 4, 2019

Mr. Robert West
TBR Porterdale TIC, LLC
SEA Porterdale TIC, LLC
1575 Northside Drive
Bldg. 100, Ste. 200
Atlanta, GA 30318

Subject: Easement for Sewer System Improvements in Porterdale, GA

Dear Mr. West,

On behalf of the Authority (NCWSA), we ask for your review and consideration regarding Subject.

We are improving the sewer system to better serve our customers located in the Porterdale, GA area. Said improvements require sufficient access and space to construct and maintain a new buried structure on the existing sewer located on Riverfront Road, Parcel No. 045-0070, serving the Porterdale Lofts and adjacent properties. We need approximately 0.0211 Acres as described on the attached easement plat and legal description.

After your review, please call or write me or Lindsey Chambers at (770) 385-3923, or email wh@ncwsa.us to further discuss this request or answer questions.

Sincerely,

Wayne Haynie, P.E.

Wayne Haynie, P.E.

Attachments

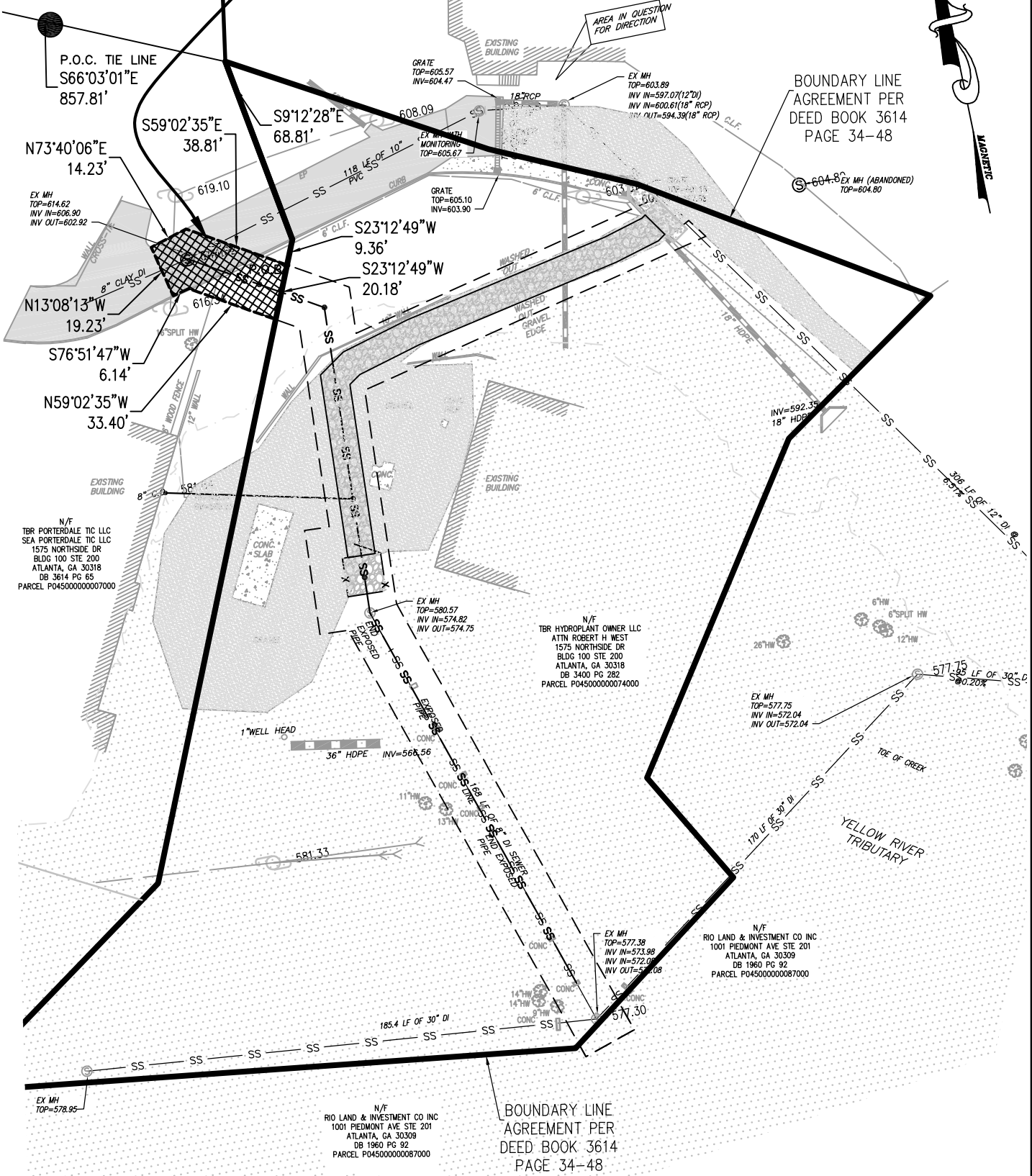
PERMANENT SEWER EASEMENT

920 S.F.
0.0211 AC.

N/F
RIO LAND & INVESTMENT CO INC
1001 PIEDMONT AVE STE 201
ATLANTA, GA 30309
DB 1960 PG 92
PARCEL P04500000087000

AREA IN QUESTION FOR DIRECTION

BOUNDARY LINE AGREEMENT PER DEED BOOK 3614 PAGE 34-48



N/F
TBR PORTERDALE TIC LLC
SEA PORTERDALE TIC LLC
1575 NORTHSIDE DR
BLDG 100 STE 200
ATLANTA, GA 30318
DB 3614 PG 65
PARCEL P04500000007000

N/F
TBR HYDROPLANT OWNER LLC
ATTN ROBERT H WEST
1575 NORTHSIDE DR
BLDG 100 STE 200
ATLANTA, GA 30318
DB 3400 PG 282
PARCEL P045000000074000

N/F
RIO LAND & INVESTMENT CO INC
1001 PIEDMONT AVE STE 201
ATLANTA, GA 30309
DB 1960 PG 92
PARCEL P04500000087000

N/F
RIO LAND & INVESTMENT CO INC
1001 PIEDMONT AVE STE 201
ATLANTA, GA 30309
DB 1960 PG 92
PARCEL P04500000087000

BOUNDARY LINE AGREEMENT PER DEED BOOK 3614 PAGE 34-48

TOTAL PERMANENT SEWER EASEMENT

920 S.F.
0.0211 AC.

NEWTON COUNTY WATER & SEWERAGE AUTHORITY
SEWER EASEMENT CROSSING PROPERTY OF:

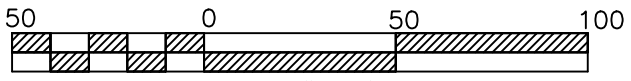
TBR PORTERDALE TIC LLC

LAND LOTS 97,98 & 127 - 10TH DISTRICT
NEWTON COUNTY, GEORGIA

DATE: 11-13-19



SURVEYING & ENGINEERING
928 BLACKLAWN ROAD SW
CONYERS, GEORGIA 30094
PHONE: 770-483-9745



LEGAL DESCRIPTION

Permanent Sanitary Sewer Easement – TBR Porterdale TIC LLC

All that tract or parcel of land lying and being in Land Lot 97, 98 & 127 of the 10th District, of Newton County, Georgia, and being 0.0211 Acre Permanent Sanitary Sewer Easement as depicted on the Sewer Easement Exhibit for Newton County Water and Sewerage Authority prepared by Patrick & Associates, Inc. on November 13, 2019, and being more particularly described as follows:

COMMENCE at a nail set at the intersection formed by the centerline of Hemlock Street with the centerline of Main Street (aka Georgia Highway 81 & North Broadway, variable R/W) and proceed along Tie Line South 66° 03' 01" East a distance of 857.81 feet to a point; Thence South 09° 12' 28" East a distance of 68.81 feet to a point; Thence South 23° 12' 49" West a distance of 9.36 feet to the TRUE POINT OF BEGINNING.

From the POINT OF BEGINNING thence South 23° 12' 49" East a distance of 20.18 feet to a point; Thence North 59° 02' 35" West a distance of 33.40 feet to a point; Thence South 76° 51' 47" West a distance of 6.14 feet to a point; Thence North 13° 08' 13" West a distance of 19.23 feet to a point; Thence North 73° 40' 06" East a distance of 14.23 feet to a point; Thence South 59° 02' 35" East a distance of 38.81 feet to the TRUE POINT OF BEGINNING.

Said Easement contains 0.0211 Acre or 920 square feet.

**NEWTON COUNTY WATER AND SEWERAGE AUTHORITY
PERMANENT WATER / SEWER EASEMENT WITH
TEMPORARY CONSTRUCTION EASEMENT**

STATE OF GEORGIA
COUNTY OF NEWTON

THIS GRANT AND CONVEYANCE OF EASEMENT (the "Easement") is made and executed the _____ day of _____, 2019, by and between

TBR Porterdale TIC, LLC (the "Grantor"), and the **NEWTON COUNTY WATER AND SEWERAGE AUTHORITY**, a political subdivision of the State of Georgia, herein called the Grantee.

WHEREAS, the Grantor is the owner in fee simple of certain real property located in Land Lot(s) 97, 98, & 127 of the 10th Land District of Newton County, Georgia, said property also described as Tax Parcel No. P04500000007000, and / or street address 1000 Main Street, Porterdale, GA, which is more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Property"), showing the dimensions of this easement; and,

WHEREAS, the Grantee, in order to construct and maintain adequate infrastructure for the benefit of its water and sewer system, its customers, and for the benefit of the citizens of Newton County, must acquire a permanent sewer easement, as depicted in the Grantee's Construction Drawings entitled: Wastewater Flow Monitoring Stations and attached hereto and made a part hereof and identified in Exhibit "A."

The easement covered by this instrument is for the purpose of constructing, sewers, manholes, and appurtenances, together with the right to go upon said land to install said facilities, to inspect, maintain, repair, add to, or replace the same, as may from time to time be necessary.

This grant of easement includes, as more particularly shows on Exhibit "A", a Permanent Sewer Easement of 920 square feet, or 0.0211 acres. The Easement includes the right to execute certain construction over and upon the area of the easement in such manner as the Grantee may deem proper to support or accommodate the installation of the water / sewer line.

Regarding overall access onto the property for the purposes of construction or future maintenance, owner agrees that Grantee may utilize existing drives, thru-ways, alleys or other means connecting public roads with Authority sewers located on Grantor's property. Grantee will attempt to notify Grantor in advance of entry.

WITNESSETH, that Grantor for and in consideration of the sum of \$10.00 and other valuable considerations in hand paid, at and before the sealing and delivery of these presents, does grant, bargain, sell, and convey unto Grantee a perpetual easement over and under the property of the Grantor in across the Grantee's properties.

The Grantor has the full right, power and authority to execute, acknowledge, seal and deliver this easement. This easement has been duly executed, acknowledged, sealed and delivered by the Grantor and is the legal, valid and binding obligation of the Grantor, enforceable against the Grantor, its successors and/or assigns, in accordance with its terms.

IN WITNESS WHEREOF, the parties have caused this Easement to be executed by their duly authorized representatives as of the date first written above.

GRANTOR: TBR Porterdale TIC, LLC

Signed, sealed, and delivered in the presence of:

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

Signed, sealed, and delivered in the presence of

Witness

NOTARY PUBLIC
My commission expires:

Attachment B

- Proposed Agreement for General Consulting Services between Owner and Consultant
- Insurance Requirements (As described in the Agreement for General Consulting Services)

Professional Services Agreement

This Agreement is made and entered into effective date of _____, by and between the Newton County Water and Sewerage Authority (NCWSA), and _____, (CONSULTANT) for the PROJECT referred to as: _____

The parties hereto do mutually agree as follows:

1. **Governing Law.** This AGREEMENT and the Attachments hereto shall be governed by and construed in accordance with the laws of the State of Georgia, County of Newton, in which the work is delivered. If dispute arises out of or relates to this Agreement, or the breach thereof, and the dispute is not resolved through mediation, the parties agree that venue for any litigation will be in the courts of Newton County, Georgia and the parties hereby waive any right to initiate any action in, or remove any action to, any other jurisdiction.
2. **Engagement.** NCWSA hereby engages the CONSULTANT and the CONSULTANT hereby agrees to perform the professional services hereinafter set forth.
3. **Services.** The CONSULTANT shall perform, in a professional manner, all services described in the Scope of Services attached as Exhibit A, and incorporated by reference herein (collectively the "Scope of Services").
4. **Additional Services.** The CONSULTANT shall provide additional services, not specifically called for in Exhibit A, upon written authorization from NCWSA (the "Additional Services"). In addition, NCWSA and CONSULTANT may from time to time make changes to the Scope of Services by written amendment to this Agreement.
5. **Time of Performance.** The CONSULTANT will commence work within ten (10) calendar days after (1) the date of execution of this Agreement and (2) receiving written Notice to Proceed from NCWSA. Work will be delivered to NCWSA based on the approved Project Schedule contained in Exhibit A. If NCWSA requests modifications to the services of the Project, or if CONSULTANT'S services extend past the proposed completion date, the CONSULTANT'S time of performance may be extended by mutual agreement in writing signed by the signees to this Agreement.
6. **Compensation.** CONSULTANT agrees to perform the Services, and the NCWSA agrees to compensate the CONSULTANT for same as follows:
 - a. NCWSA shall compensate the CONSULTANT according to the charges, amounts and terms set forth in EXHIBIT B and the Additional Services, if any.
 - b. **Statements.** The CONSULTANT shall submit monthly statements for acceptable, completed work (and Additional Services, if any), based on the project effort and expenses charged through the last day of its fiscal month during the PROJECT duration.
 - c. **Payments.** NCWSA shall make monthly payments for completed work in accordance with the Prompt Payment Act found in Georgia Law after receipt of monthly Statements rendered by the CONSULTANT.
 - d. **Additional Payment.** NCWSA shall pay the CONSULTANT for Additional Services, which are not specifically called for in Exhibit A, Scope of Services, in accordance with the CONSULTANT'S standard rates, as included in the Exhibit B.

7. Termination. This Agreement may be terminated prior to completion of the PROJECT as follows:
- a. Termination for Cause. If, through any cause, the CONSULTANT shall fail to fulfill in a timely and proper manner any material obligations under this Agreement, or if the CONSULTANT shall violate any of the covenants, agreements, or stipulations of this Agreement, NCWSA shall thereupon give written notice to the CONSULTANT of such failure, violation or breach. If CONSULTANT has not or cannot remedy such failure, violation or breach within ten (10) calendar days of the giving of such notice by NCWSA, NCWSA shall thereupon have the right to terminate this Agreement by giving written notice to the CONSULTANT of such termination and specifying the effective date thereof.
 - b. Termination by Mutual Consent. This Agreement may be terminated at any time by mutual written consent of the parties, the effective date to be agreed upon by the parties. If this Agreement is terminated by mutual consent, and CONSULTANT timely provides all required documentation of SERVICES performed prior to termination to NCWSA, CONSULTANT shall be paid for all such Services within thirty (30) days of the effective date of termination. The parties may terminate this Agreement by mutual consent for reasons including but not limited to material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the PROJECT, and the failure of the parties to reach agreement on the compensation and schedule adjustment necessitated by such changes.
 - c. In the event of termination for any reason, NCWSA shall have the option to purchase copies of all finished or unfinished documents, data, studies, surveys drawings, maps, models, photographs, and reports prepared by the CONSULTANT under this Agreement, Scope of Services, and Additional Services for the price of Ten Dollars (\$10.00). If NCWSA elects to purchase such material, the material shall become NCWSA property and the CONSULTANT shall be paid for the SERVICES (and Additional Services, if any) properly rendered through the effective termination date. Said payment, including the payment for the materials, shall constitute total payment for such SERVICES.
8. Force Majeure. Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, or natural catastrophe. Delay or failure to perform is excused only during continuance of such force majeure and the affected party will provide written notice of such force majeure and act diligently to remove or eliminate the force majeure.
9. Suspension of Services. If the PROJECT or CONSULTANT'S Services are suspended for any reason other than the fault of CONSULTANT for more than thirty (30) calendar days in the aggregate, CONSULTANT may be compensated for services performed prior to the suspension. In addition, there shall be an adjustment in the PROJECT schedule based on the delay caused by the suspension. If the PROJECT is suspended for more than ninety (90) calendar days for any reason, in the aggregate, either party may, at its option, terminate this Agreement upon providing written notice to the other party.
10. Representatives and Notices. Each party has designated below the signatures herein, a representative who is authorized to act on behalf of that party and receive notices under this Agreement. Such representatives have complete authority to act on behalf of their principals in respect to all matters arising under this Agreement. All notices, consents and approvals required to be given hereunder shall be in writing. All such required notices shall be deemed to be properly given and received within two (2) business days if made in writing and sent via statutory overnight delivery with an exact copy being sent simultaneously via email addressed to the designated

representative below. As needed, each party may notify the other party of a change in the street and / or email address for notice providing written notice of the revised street and / or email address.

11. CONSULTANT'S Responsibilities. The CONSULTANT represents that it has or will secure, at its own expense, all necessary qualified personnel to perform the Services under this Agreement. CONSULTANT represents that it has access to the experience and capability necessary to perform the Services with the reasonable skill and diligence required by customarily accepted professional practices and procedures for such Services. Such personnel shall not be employees of or have any contractual relationship with NCWSA. All of the Services required hereunder will be performed by the CONSULTANT or under its supervision and all personnel engaged in the Services shall be fully qualified and shall be authorized or permitted under State and local law to perform such Services.

In performing the Services and receiving compensation under this Agreement, CONSULTANT shall operate as an independent contractor and shall not act as or be an employee of NCWSA.

The SERVICES performed by CONSULTANT shall be subject to the inspection and review of NCWSA at all times but such inspection and review shall not relieve CONSULTANT from its responsibility for the proper performance of the Services.

12. NCWSA Responsibilities. NCWSA shall provide to CONSULTANT an outline of the requirements of the PROJECT, including the PROJECT budget and time constraints. NCWSA will make available to the CONSULTANT relevant information or data pertinent to the PROJECT which is in NCWSA's possession. However, NCWSA does not guarantee the accuracy and completeness of the information and data furnished and the CONSULTANT will independently check and / or verify all such information as it relates to the SERVICES provided.
13. Reports, Audits & Confidentiality. The CONSULTANT, at such times and in such forms as NCWSA may require, shall furnish NCWSA such periodic reports as it may request pertaining to the SERVICES (and / or Additional Services) performed pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith and any other matters covered by this Agreement. The CONSULTANT shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Agreement. These records will be made available for audit purposes to NCWSA or its authorized representative and will be retained for three years after the expiration or termination of this Agreement. All of the reports, information, data, etc. prepared or assembled by CONSULTANT under this Agreement are confidential and the CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of NCWSA or a validly issued subpoena.
14. Ownership of Documents. All documents prepared or furnished by CONSULTANT pursuant to this Agreement are instruments of CONSULTANT'S professional service, and CONSULTANT shall retain an ownership and property interests therein, including all copyrights, unless otherwise agreed in writing by CONSULTANT and NCWSA or purchased pursuant to Paragraph 7(c). Regarding construction drawings, CONSULTANT grants NCWSA a license to use instruments of CONSULTANT'S professional service for the purpose of constructing, occupying, or maintaining the PROJECT. Reuse or modification of any such documents by NCWSA, without CONSULTANT'S written permission, shall be at NCWSA's sole risk. Documents are defined as reports, drawings, specifications, record drawings, plats, and other deliverables defined in the SERVICES, whether in printed or electronic format.
15. Third Party Reliance Upon Documents. CONSULTANT'S performance of the SERVICES, as set forth in this Agreement, is intended solely and exclusively for the benefit and use of NCWSA. No other person or entity may claim under this Agreement as a third party beneficiary, unless otherwise required by law, court order, or for use in connection with legal or administrative proceedings, mediation or arbitration. No third party may

rely upon CONSULTANT'S documents unless CONSULTANT has agreed to such reliance in advance and in writing.

16. Use of Electronic Media. Copies of documents that may be utilized by NCWSA may be printed copies (also known as hard copies) or electronic copies that are signed or sealed by CONSULTANT. Construction Drawings shall be signed and sealed in accordance with the Rules and Regulations of the State of Georgia Administrative Code. Files in electronic formats, or other types of information furnished by CONSULTANT to NCWSA such as text, data, or graphics, are only for convenience of NCWSA. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
17. Assignability. This Agreement shall not be assigned or transferred by either the CONSULTANT or the NCWSA without the prior written consent of the other.
18. Insurance. Before any SERVICES are provided under this Agreement, CONSULTANT shall procure and maintain at a minimum the following insurance coverage and limits during the life of the Agreement:
 - a. Statutory Workers Compensation Insurance: a minimum of \$500,000 or greater amount if required by Georgia law.
 - b. Commercial General Liability Insurance: coverage for personal and bodily injury, including death, and property damage in the amount of not less than \$1,000,000 per occurrence and not less than \$2,000,000 in the aggregate.
 - c. Automobile Liability Insurance: for bodily injury, including death, and property damage for all owned, hired and non-owned automobiles in the minimum amount of \$1,000,000 per occurrence.
 - d. Professional Liability Insurance: of \$1,000,000 per claim and \$2,000,000 in the aggregate.
 - e. Certificates: Upon request, CONSULTANT shall provide certificates of insurance evidencing coverage required above. Each certificate shall provide that the coverage therein afforded shall not be cancelled except with thirty (30) days prior written notice to NCWSA.
19. Indemnification. CONSULTANT shall indemnify and hold NCWSA harmless from and against claims, liabilities, suits, loss, cost, expense and damages to the extent caused by the negligent acts or omissions of CONSULTANT in the performance of professional services pursuant to this AGREEMENT. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of CONSULTANT and NCWSA, they shall be borne by each party in proportion to its negligence.
20. Waiver of Consequential Damages. Regardless of any other term of this Agreement, in no event shall either part be responsible or liable to the other for any incidental or other indirect damages.
21. Limit of Liability. CONSULTANT'S liability for all of the aforesaid matters is limited to the proceeds recovered from the insurance carried by CONSULTANT and within the monetary limits of the insurance specified in Article 18 hereto.
22. Standard of Care. CONSULTANT will provide professional services so as to minimize errors and omissions through the use of a Quality Assurance Plan approved by NCWSA. CONSULTANT will employ that degree of care and skill ordinarily exercised by CONSULTANTS practicing in the same or similar locale as the project, on projects of a similar scope and nature.

23. Dispute Resolution. If a dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree first, prior to litigation or any other form of dispute resolution, to try in good faith to settle the dispute by mediation. In addition:

~~a. If a dispute is less than \$10,000, the parties shall attempt to resolve the dispute with the assistance of a mutually agreed upon mediator within a period of thirty (30) days.~~

b-a If a dispute is greater than \$10,000 (or the parties cannot agree on a mediator for a dispute of less than \$10,000): the parties shall submit the dispute to mediation with JAMS mediation services.

e-b Venue: the venue for all mediations shall be in Covington, Georgia, unless the parties otherwise agree.

Commented [WH1]: For the record...It isn't a wise use of NCWSA time to argue with our consultant and a mediator over \$10k. HWE agreed to remove.

24. Successors. This Agreement shall inure to the benefit or and be binding upon the successors of the parties.

25. Waiver. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant or agreement in this Agreement. The waiver by any party of a breach of any provision or condition contained in this Agreement shall not operate or be construed as a waiver of any subsequent breach or of any other conditions.

26. Section Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

27. Severability. Any provision of this Agreement which is held by a court of competent jurisdiction to be prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability, without invalidating or rendering unenforceable the remaining provisions of this Agreement.

28. Entire Agreement. This Agreement (and its attached Exhibits) constitutes and contains the entire, integrated agreement of the parties, and shall supersede any and all prior negotiations, correspondence, understandings and agreements between the parties, respecting the subject matter of this Agreement. This Agreement may be amended only in writing, and signed by an authorized agent of each party.

29. Authority & Understanding. The individual executing this Agreement on behalf of a corporation or other entity warrants that he or she is authorized to do so and that this Agreement constitutes the legally binding obligation of the corporation or other entity that the individual represents. By signing this Agreement, the parties acknowledge that they have read each and every page of this Agreement before signing same and that they understand and assent to all the terms thereof.

IN WITNESS WHEREOF, the CONSULTANT and NCWSA have executed this Agreement as of the date written below.

**NEWTON COUNTY WATER & SEWERAGE
AUTHORITY**

CONSULTANT:

Signature

Signature

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

Street / contact address for giving notices:

Street / contact address for giving notices:

Designated Representative:

Name: _____

Title: _____

Phone: _____

Email: _____

Designated Representative:

Name: _____

Title: _____

Phone: _____

Email: _____

EXHIBIT A

SCOPE OF SERVICES

(Delete this page if separate Scope of Services is provided)

Project Summary:

Project Schedule:

See Attached Project Schedule Contained in Exhibit A

Commencement Date: _____ or within 10 calendar days from Notice to Proceed

Estimated Completion Date: _____ or _____ months from Notice to Proceed

EXHIBIT B
COMPENSATION

(Delete this page if separate Scope of Services is provided)

Project Summary:

Attachment C

Mandatory Forms - The following forms must be completed and returned with the Respondent's proposal in the LOI's Appendix:

- Consultant's Affidavit (E-Verify)
- SAVE Affidavit
- W-9

CONSULTANT’S AFFIDAVIT OF EMPLOYMENT ELIGIBILITY

STATE OF GEORGIA
NEWTON COUNTY

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of **Newton County Water and Sewerage Authority** has registered with, is authorized to use and uses the Federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned Contractor will continue to use the Federal work authorization program throughout the contract period.

The undersigned further agrees that, should it employ or contract with any Subcontractor(s) in connection with the physical performance of services pursuant to this contract with the **Newton County Water and Sewerage Authority**, Contractor will secure from such Subcontractor(s) similar verification of 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 **Newton County Water and Sewerage Authority** at the time the Subcontractor(s) is retained to perform such service. Contractor hereby attests that its Federal work authorization user identification number and date of authorization are as follows:

E-Verify Company ID Number

Date of Authorization

Name of Contractor

Name of Project

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

Executed on the _____ day of _____, 2020, in _____ (City),

(State).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 2020

Notary Public

My Commission Expires: _____

SAVE AFFIDAVIT

STATE OF GEORGIA
NEWTON COUNTY

By executing this affidavit under oath, as an applicant for a public benefit, as referenced in O.C.G.A. §50-36-1, administered by the Georgia Department of Community Affairs, the undersigned applicant verifies one of the following with respect to my ability to enter into a contract with the Newton County Water and Sewerage Authority:

1) _____ I am a United States citizen.

OR

2) _____ I am a legal permanent resident of the United States.

OR

3) _____ I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act and lawfully present in the United States with an alien number issued by the Department of Homeland Security or other federal immigration agency. My alien number issued by the Department of Homeland Security or other federal immigration agency is:

_____.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. §50-36-1(f)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:

_____.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. §16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed this the _____ day of _____, 2020 in _____(City),

_____ (State).

*Signature of Applicant

Printed Name of Applicant

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 2020.

NOTARY PUBLIC

My Commission Expires:_____