

Request for Proposals
Geotechnical Consulting Services for
ASEWRF Phase 2A Land Application System

Newton County Water & Sewerage Authority

11325 Brown Bridge Road

Covington, Georgia 30016



www.ncwsa.us

January 11, 2024

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SECTION 1: INTRODUCTION

SUMMARY

Newton County Water & Sewerage Authority (NCWSA), herein also referred to as the Owner, is requesting Proposals for Geotechnical Consulting Services for ASEWRF Phase 2A LAS (the Project). The Project will consist of, but not limited to, soil borings on the site, lab analysis of soils from the site, and a report of the findings signed and sealed by a professional geologist or professional engineer registered in the State of Georgia. The Proposer shall provide all the geotechnical services needed to allow the Authority's future design consultant to design and apply for an EPD permit for a proposed Land Application System (LAS).

The Project is located on approximately 97 acres situated west of the access road serving the A. Scott Emmons WRF at 10902 Shire Parkway, Social Circle, GA 30025. Refer to Owner's Site Plan in Appendix C.

SOLICITATION

The legal authority for this solicitation is defined under Georgia Law (O.C.G.A. 36-91 Article 2). This procurement is defined as a competitive sealed proposal, as defined under O.C.G.A. 36-91-21(c).

This Request for Proposals (RFP) is for professional consulting services from qualified firms according to the requirements set forth in this RFP, including the format and content guidelines specified.

SELECTION

Generally, the NCWSA evaluation team shall review and evaluate Proposals. The evaluation team will rank the Proposals in order of most advantageous to the Owner based on the evaluation factors set forth in the RFP. The evaluation factors shall be the basis on which the award recommendation and decision is made. The Owner reserves the right to ask for additional information and/or clarification from or about any or all Proposers.

Upon completion of the evaluation process, NCWSA evaluation team's recommendation of the most advantageous Proposal will be presented to the Owner's Board at their regularly scheduled meeting. The Owner will notify all Proposers of the

rankings and the awarded Proposer following the Owner's regularly scheduled Board meeting. The Owner is not responsible for any costs incurred by a Proposer prior to signing a contract.

The Owner has the authority to reject all or any Proposal that is nonresponsive or not responsible and to waive technicalities and informalities.

This RFP is subject to revision after the date of issuance by written addenda. Any such addenda will be distributed directly to acknowledged Proposers via email, with confirmation requested.

OBTAINING DOCUMENTS

The RFP may be found on NCWSA's webpage located at <https://ncwsa.us>.

Please see Section 3, "Communications" for Owner's Contact information.

PRE-SUBMITTAL MEETING

A mandatory pre-submittal meeting will be held on January 18, 2024 at 2:00 PM in the meeting room at the A Scott Emmons WRF located at 10902 Baxalta Parkway, Social Circle Georgia 30025. Please provide sufficient time to reach the WRF for prompt sign-in.

OPEN RECORDS

Materials submitted in connection with this RFP will be public documents and subject to O.C.G.A. 50-18-71 (Georgia Open Records Act) and the open records policies of NCWSA. Proposers shall note each page containing proprietary information or trade secrets.

PERMITS

The Owner does not anticipate any Permits will be needed for this work.

EASEMENTS, LANDS, AND RIGHT-OF-WAY

The Work described herein is to be conducted on the property or easements of NCWSA.

SECTION 2: GENERAL INFORMATION

CONTRACT OVERVIEW

NCWSA requests Competitive Sealed Proposals, including Statements of Qualifications, from qualified Geologists for investigating and testing the soils at the ASEWRF Phase 2A LAS site, and documenting the findings in a report.

PROJECT SCOPE OF SERVICES

The Scope of Services for the Project is outlined in Appendix C- Exhibit 2 herein.

RESPONSIBILITIES OF NCWSA

NCWSA will administer the services and work closely with the selected Proposer to fulfill our responsibilities in a timely manner. Our commitments include:

- Outlining project requirements.
- Reviewing work products and providing responses in a timely manner to the Proposer.
- Providing access to the proposed LAS site(s).
- Furnishing existing studies, drawings, utility locates, plans, specifications, shop drawings, data, and other information that will assist the Proposer in the Project.
- Funding the Project and rendering timely compensation.

RESPONSIBILITIES OF THE PROPOSER

Major responsibilities shall include, but are not limited to, the following:

- Deliver the geotechnical report in a timely manner.
- Locate and protect all buried utilities and facilities within the confines of the Project.
- Acquire all licenses, permits, inspections, and code compliances applicable to the Project and conform to all local, state, and Federal requirements.
- Keep the Owner's premises free from waste and material accumulation caused by the Project. All waste shall be properly removed and disposed of outside of NCWSA's property.
- Maintain workable conditions for Proposer and, if applicable, their subconsultant's employees.
- Protect all existing buildings, drives, and landscaping.

- Execute the Work in accordance with the agreed to Scope of Services.

SECTION 3: PROCUREMENT PROCESS

ACKNOWLEDGEMENT OF RFP

Interested Proposers shall acknowledge with an email when they have received the RFP. Identify and provide full contact information for the firm's primary point of contact for any future documents, notices, and addenda associated with this RFP.

Only those firms acknowledging receipt and registering with NCWSA will receive subsequent addendums.

The Owner will not be responsible for, nor pay, any cost associated with the preparation, submittal, presentation, or evaluation of Responses.

COMMUNICATIONS

The Owner's Contact will act as the sole point of contact for this RFP and will administer this procurement. All communications should be submitted by email, and specifically reference this RFP:

Owner's Contact:

Ms. Laurie Ashmore, PE
Chief Engineer
11325 Brown Bridge Road
Covington, GA 30016
Phone: (770) 385-3920
Email: la@ncwsa.us

Please note any verbal communications with the Owner's Contact or other individuals are not binding. With the exception of the Owner's Contact or specified delegates, no contact with staff, Board Members, or any public official concerning the Project during the procurement process is allowed. Violation of this provision may result in disqualification of the Proposer.

The Owner's Contact may designate alternate contacts in order to address specific inquiries.

CLARIFICATIONS AND ADDENDA

Proposers shall carefully review the requirements of this RFP. Requests for Information from Proposers shall clearly indicate the section or statement in the RFP which requires additional information or clarification.

Questions shall be emailed to the Owner's Contact at the aforementioned address. Clarifications or modifications to this RFP will be made by written addenda and distributed by the Owner to the Proposers acknowledging receipt of the RFP.

Addenda must be acknowledged in the space provided on the Acknowledgement Form contained in this RFP.

SCHEDULE

The procurement schedule is as follows:

Issue RFP:	January 11, 2024
Pre-Submittal Meeting:	January 18, 2024; 2:00 PM
Last Day for RFIs:	January 25, 2024; 5:00 PM
Submit Proposals:	February 13, 2024; 10:00 AM
Award:	February 19, 2024
Notice To Proceed:	February 23, 2024

SECTION 4: SUBMITTAL REQUIREMENTS

SUBMITTAL AND DUE DATE

The Proposal submittal shall be sealed securely and shall be addressed to the Owner's Contact by the submission date. The Proposal submittal shall contain one hard copy of the Proposal and one USB memory drive containing the identical digitally published version of the Proposal in Adobe format. A 1½-inch 3-ring binder with clearly labeled tabs and appendices is the acceptable format for the hard copy Proposal in place of permanently bound documents.

Each Proposer assumes full responsibility for timely submittal of its Proposal at the required location. Proposals received after the deadline will not be given consideration.

The Proposer shall furnish and sign all information required by the RFP. An authorized agent of the company must sign on behalf of the firm.

If Proposals are mailed, please include a sealed envelope marked as follows within the envelope used to mail said Proposal. Each sealed Proposal must have the following plainly marked on the outside:

1. "NCWSA Geotechnical Consulting Services for ASEWRF Phase 2A LAS"
2. Proposer's Name
3. Proposer's Address

FORMAT

We invite you to persuade us with 10 pages or less, conveying your letter of interest, qualifications, experience, and project approach for this opportunity.

Covers, table of contents, section dividers, resumes, project descriptions, and appendices do not count toward the 10-page limit. Mandatory forms, comments on the proposed agreement and all other items should be located in the appendices. Limit the total page count to 50 or less, 8.5 X 11-inch equivalent, minimum 11-point font. Large figures such as 11 X 17-inch will count as 1 page.

LETTER OF INTEREST

The 1-page letter of interest shall explain basic information about the Proposing Firm or team. Include the following information:

- Firm name(s) and address;
- Understanding of work to be done;
- Primary contact assigned to the Project if firm is successful;
- Location of the office from which work is to be performed; and,
- List of all sub-consultants and their role on this Project.

EXPERIENCE, PAST PERFORMANCE, AND CURRENT WORKLOAD

Project Experience: This section must describe the experience of the firm(s) and project team members on projects similar to the tasks described in the RFP. The Proposer shall submit descriptions of reference projects to demonstrate relevant experience. For each reference project, Proposer shall provide the following information:

- Project name and project manager;
- Owner's contact information, including phone and email address;
- Description of the project and relevance to this RFP;
- Key team members for this Project with a clear description of roles and responsibilities; and,
- Major subconsultant firm(s).

Reference project information may be located in an Appendix.

Past Performance: Within the past 10 years, the Proposer should have successfully completed at least 2 similar or comparable projects for municipal or private water agencies in the Southeastern United States. The Authority encourages the Proposer to provide a sample report, if possible, of a similar LAS evaluation performed by the Proposer or those on the Proposer's team. The sample report will not count against any page count limits.

Current Workload: List all major projects the proposing firm is and / or will be involved in. Provide information on current and future projects to which your firm is committed, including the estimated cost of these projects.

Past and Current Litigation / Arbitration: State whether the Proposer has been party to any legal action or been part of an arbitration settlement in the last 5 years. If so, list the reason for the legal action / settlement and the conclusion of the issue.

PROJECT SCHEDULE

Provide a bar graph / Gantt chart of the proposed schedule for performing each phase of the Project. Identify and explain any potential friction point(s) which may occur during the Project with possible solution(s) to mitigate and / or reduce their impact(s).

PROJECT APPROACH

The Proposal must describe the Proposer's recommended approach for efficiently performing the Work.

Demonstrate your firm's understanding and approach including:

- Confirming project requirements and the firm's responsibilities.
- Determining the sequence and durations of required activities.
- Ensuring health and safety of Project team.
- Assuring quality throughout each phase of the Project.
- Managing changes to the Project.
- Resolving potential conflicts between your firm and others on-site.

COST PROPOSAL

Please provide the firm's Cost Proposal for the Scope of Services under Appendix B, in a separate sealed envelope, labeled Cost Proposal and secured inside the firm's sealed Proposal submittal.

Cost Proposals shall remain valid for 60 days from date of submission. The Owner retains the right to review and negotiate costs with the selected Proposer(s).

VALUE ADDED SERVICES

Along the same lines of the Project Approach, explain service(s) offered by the Proposer which fits a niche or is a differentiator from the competition. Examples include, but are not limited to, are:

- Proposer's proximity to the Project site,
- Proposer's capability to self-perform borings and soil tests, and
- Ability to expedite project schedules.

SECTION 5: EVALUATION AND SELECTION

EVALUATION FACTORS

A selection committee comprised of the Owner's team will evaluate and rank Proposals that will best satisfy the Project requirements. The selection committee will apply the evaluation factors described below:

Evaluation Criteria	Value
Letter of Interest	Pass / Fail
Experience, Past Performance, & Current Workload	40 Points
Cost Proposal	20 Points
Project Approach	15 Points
Project Schedule	20 Points
Value Added Services	5 Points
Completion and Submission of Required Forms	Pass / Fail
Total	100 Points

SELECTION PROCESS

The Owner will make an award to the responsible and responsive firm whose Proposal is determined to be the most advantageous to the Authority.

The Owner may request additional information from one or more Proposers in order to complete the evaluation process. At its option, the Owner may invite one or more Proposers to make a presentation or discuss their Proposal. After the evaluation process is complete, the Owner will notify all Proposers. The top ranked Proposer will be selected for contract award or offered the opportunity to negotiate the final terms of the Contract. If the Owner determines that the top-ranked Proposer's proposed final terms of the Contract are not advantageous to the Owner, the Owner may choose to select or negotiate with the next-ranked Proposer.

SECTION 6: APPENDICES

FORMS, AFFIDAVITS, AND EXHIBITS

Include the items described in the Appendices and return them in the Proposal Appendices, including:

- Firm's comments, if any, on the proposed agreement.
- Sample Certificate of Insurance meeting requirements requested in proposed agreement.
- Addendum Acknowledgement
- Cost Proposal
- Proposer's Affidavit (E-Verify)

- Sub-Contractor's Affidavit (as needed)
- SAVE Affidavit
- W-9

APPENDIX A - MANDATORY FORMS

The following forms must be completed and returned with the Proposal under Appendix A:

- Firm's comments, if any, on the proposed agreement.
- Sample Certificate of Insurance meeting requirements requested in proposed agreement.
- Proposer's Affidavit (E-Verify)
- Sub-Contractor's Affidavit (E-Verify)
- SAVE Affidavit
- W-9

FIRM'S COMMENTS

To be inserted by Proposer

INSURANCE CERTIFICATE

To be inserted by Proposer

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 _____, 20 __, in _____ (City),
_____ (State).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Subscribed and sworn before me on this the __ day of _____, 20 __.

Notary Public

My Commission Expires: _____

SUB-CONSULTANT'S AFFIDAVIT OF EMPLOYMENT ELIGIBILITY

STATE OF GEORGIA
NEWTON COUNTY

By executing this affidavit, the undersigned sub-contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engage in the physical performance of services under a contract for _____ (name of subcontractor with whom such sub-contractor has privity of contract) and _____ (name of contractor) 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 sub-contractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-contractor will contract for the physical performance of services in satisfaction of such contract only with sub-contractors who present an affidavit to the sub-contractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-contractor shall submit, at the time of such contract, this affidavit to _____ (name of sub-contractor with whom such sub-contractor has privity of contract). Additionally, the undersigned sub-contractor will forward notice of the receipt of any affidavit from a sub-contractor to _____ (name of sub-contractor with whom such subcontractor has privity of contract). Sub-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 disqualification that the foregoing is true and correct.

Executed on the _____ day of _____, 20____, in _____ (City),

(State).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Subscribed and sworn before me on this the _____ day of _____, 2019

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 _____, 20____ in _____ (City),
_____ (State).

*Signature of Applicant

Printed Name of Applicant

Subscribed and sworn before me on this the ____ day of _____, 20____.

Notary Public

My Commission Expires: _____

W-9 FORM

To be inserted by Proposer

APPENDIX B – BUSINESS ITEMS

The following items shall be completed and returned with the Proposal under Appendix B:

- Acknowledgement of Receipt of Addenda (if applicable)
- Cost Proposal
- Proposed Agreement with General Conditions and Exhibits
- Licenses
- Business License
- Professional Firm Licensure (as applicable)

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

Acknowledgements:

Please fill out and sign below to indicate Addenda received to the RFP.

Received Addendum No. _____ Dated: _____

Received Addendum No. _____ Dated: _____

Received Addendum No. _____ Dated: _____

Received Addendum No. _____ Dated: _____

Received Addendum No. _____ Dated: _____

This, the _____ day of _____, 2024

Company name: _____

*Printed Name _____

*Signature _____

*Title _____

(Corporate Seal)

COST PROPOSAL

To be provided by Proposer in a separate sealed envelope.

PROPOSED AGREEMENT WITH GENERAL CONDITIONS AND EXHIBITS

AGREEMENT GEOTECHNICAL CONSULTING SERVICES

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: ASEWRF Phase 2A Land Application System.

W I T N E S S E T H:

WHEREAS, the OWNER has need of geotechnical consulting services consisting of services to allow the NCWSA's future design consultant to design and apply for an EPD permit for a proposed Land Application System (LAS).

NOW, THEREFORE, for and in consideration of the covenants and promises to be carried out by each party herein, it is agreed by and between the parties that the NCWSA shall and does hereby employ said CONSULTANT to provide certain professional advice and consulting services as follows:

ITEM A - CONSULTANT'S SERVICES

The specific services which the CONSULTANT agrees to furnish and the terms the CONSULTANT agrees to follow are set herein.

1. Exhibit A is the "Scope of Services" to be performed.

ITEM B – TERMS AND CONDITIONS OF AGREEMENT

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. Time of Performance. The CONSULTANT will commence work upon receiving of a written Notice to Proceed from NCWSA. Work will be delivered to NCWSA based on the approved Project Schedule contained in Exhibit B. 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.

4. 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 C.
 - b. Statements. The CONSULTANT shall submit monthly statements for acceptable, completed work, 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.
5. 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.
6. 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.

7. 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.
8. 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.
9. 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.

10. 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.
11. 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 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.

12. 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. CONSULTANT grants NCWSA a license to use instruments of CONSULTANT'S professional service for the purpose of designing, constructing, and operating the PROJECT.

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, and Scope of Services for the price of Ten Dollars (\$10.00). 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.

13. 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 and its future Design Consultant. 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.
14. 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. Reports 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.
15. Assignability. This Agreement shall not be assigned or transferred by either the CONSULTANT or the NCWSA without the prior written consent of the other.

16. 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 notification of award, 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.
17. Indemnification. CONSULTANT shall indemnify and hold NCWSA harmless from and against judgements, losses, costs, expenses, 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 judgements, losses, costs, expenses, and damages are caused by the joint or concurrent negligence of CONSULTANT and NCWSA, they shall be borne by each party in proportion to its negligence.
18. 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.
19. 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 17 hereto.
20. 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.

21. 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 greater than \$10,000, the parties shall submit the dispute to mediation with JAMS mediation services.
 - b. Venue: the venue for all mediations shall be in Covington, Georgia, unless the parties otherwise agree.
22. Successors. This Agreement shall inure to the benefit or and be binding upon the successors of the parties.
23. 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.
24. 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.
25. 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.
26. 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.
27. 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:

Printed: _____ Signature _____
Title: Executive Director
Date: _____

Printed: _____ Signature _____
Title: _____
Date: _____

Street / contact address for giving notices:

11325 Browns Bridge Road

Covington, GA 30016

Street / contact address for giving notices:

Designated Representative:

Name: _____
Title: _____
Phone: _____
Email: _____

Designated Representative:

Name: _____
Title: _____
Phone: _____
Email: _____

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B

SCHEDULE

EXHIBIT C

COMPENSATION

LICENSES

Copies to be inserted by Proposer

BUSINESS LICENSE

Copies to be inserted by Proposer

PROFESSIONAL FIRM LICENSURE

Copies to be inserted by Proposer as applicable

APPENDIX C – PROJECT DESCRIPTION AND SCOPE OF SERVICES

EXHIBIT 1 – PROJECT DESCRIPTION

The intent of the Project Description is to describe the Project components for which the Proposer will be responsible.

Exhibit 3, contained herein, is the Owner's Site Map of potential LAS locations. The Owner desires to have geotechnical borings and soil data on the NCWSA 97-acre tract.

The Proposer is to write a report from which a future consultant can design a Land Application System in which to apply treated wastewater effluent to the land.

EXHIBIT 2 – GEOTECHNICAL CONSULTANT'S (PROPOSER'S) SCOPE OF SERVICES

The Geotechnical Consultant will be an independent consultant to the Owner to provide design information for the Project. This Scope of Services is intended to provide a general summary of the tasks expected of the Geotechnical Consultant for the Project.

A detailed Scope of Services will be further developed and refined with the selected Geotechnical Consultant and included in the Agreement to be executed between the Owner and the Geotechnical Consultant.

1. Prepare a Project Management Plan for the Project that considers the Owner's schedule, budget, and design requirements for the project, including alternatives for sequencing and managing the project.

2. Prepare and maintain a project schedule. The critical path should be defined on the schedule and include estimated start and end dates for each activity. Include time requirements for sequences and durations and milestone dates for receipt and approval of design documents.

3. Conduct a project kickoff meeting, one progress meeting, and one meeting to review the draft report.

4. The Proposer's technical consulting services are anticipated to include the following activities:

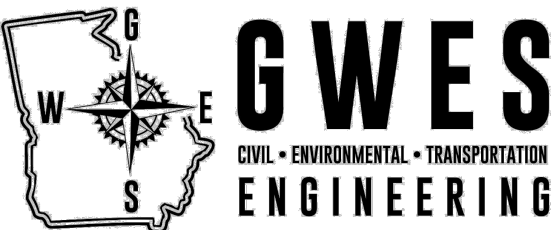
- Prepare a report signed and sealed by a Professional Geologist or Professional Engineer registered in the State of Georgia, documenting findings in accordance with the Georgia Environmental Protection Division's June 2018 DRAFT "Guidelines for Slow-Rate Land Treatment of Wastewater" and July 2010 "Guidelines for Slow-Rate Land Treatment of Wastewater Via Spray Irrigation".
 - Describe the location and general features of the proposed LAS locations.
- Provide a location map, topographic map, and soil survey map.
- Identify on a map all water supply wells located within 2,500 linear feet of the proposed project site.
- Provide a minimum of five (5) test excavation pits for observation of soil conditions near the surface. These locations shall include the most limiting hydraulic soils. Use a mini-excavator or equivalent.
 - Provide latitude and longitude as well as elevation.

- Document test depth, soil series, and saturated hydraulic conductivity.
- Provide a minimum of 30 shallow soil probes in total. Use GeoProbe direct-push rig mounted on a skid steer or equivalent.
 - Provide latitude and longitude as well as elevation.
 - Document depth, soil series, depth to water table, and observations.
- Provide a minimum of 10 soil test borings in total. Advance augers to groundwater or refusal on apparent bedrock.
 - Provide latitude and longitude as well as boring elevation.
 - Document subsurface conditions near the surface as well as at depth.
 - Document the depth of bore, depth to rock, and depth to groundwater.
 - Install piezometers and measure the groundwater level one month following drilling.
 - Provide boring logs.
- Provide a map with excavation pits, shallow soil probes, and soil test borings.
- Soil Characteristics
 - Provide soil profiles for each soil present and OSD sheets. Include the following:
 - soil series
 - landscape position
 - texture
 - permeability
 - slope
 - drainage class
 - depth to bedrock
 - depth to seasonal or perched water table
 - erodibility factors
 - suitability for spray irrigation
 - suitability for drip irrigation
 - Hand auger, test pit, and soil boring logs
 - Soil horizons
 - Depth to groundwater (including seasonal high water table)
 - Depth to bedrock and any limiting layers above the water table or bedrock
 - Unified Soil Classification
 - Provide saturated hydraulic conductivity testing results.

- Saturated hydraulic conductivity is required for the most limiting horizon of each soil series present. The most limiting soil horizon for each soil type should be determined from soil survey information. A minimum of five (5) tests for each soil series should be performed.
- Provide design percolation rate for construction of the LAS.
 - Determine the design percolation for each soil type and/or the hydrogeological regime for any areas where groundwater mounding is the Limiting Design Parameter.
- Note any adverse conditions for land treatment.
- Provide chemical testing on a minimum of 21 soil samples with a minimum of three (3) samples for each soil series.
 - Document the location and depth of each soil sample.
 - Test for cation exchange capacity and pH.
 - Test for N, P, K, Mg, Ca, S, B, Zn, Mn, Fe, Cu, and Na (lbs/acre) and any other agronomic trace elements.
 - Test for P absorption (%).
 - Test for Na absorption (%).
 - Provide sodium absorption ratio for the samples.
 - Test for base saturation (%) of K, Mg, Ca, H, Na, and any other appropriate chemicals.
 - Test and document the background nitrate concentrations (and any other applicable constituents subject to a drinking water standard) on each field.
 - Provide an analysis of whether the values of the chemical test are low, adequate, or high for the soil. Provide fertilizer recommendations for the site.
 - The pH, cation exchange capacity, and percent base saturation, of each soil series must be determined from samples taken from the A and B horizons (if present).
- Land Application Suitable Area
 - Provide a map noting the area of the site that is suitable for land application as well as the area of the site that is not suitable for land application.
 - Identify subsurface conditions adversely affecting vertical or lateral site drainage (including a groundwater mounding analysis, if warranted).
- Application Rate Calculation

- Provide water balance and nitrogen balance calculations for each field in accordance with EPD June 2018 DRAFT "Guidelines for Slow-Rate Land Treatment of Wastewater" and July 2010 "Guidelines for Slow-Rate Land Treatment of Wastewater Via Spray Irrigation".
 - Perform nitrogen balance for both a pine forest and coastal bermuda/ryegrass in both the summer and winter.
- The water balance shall include each month, days in the month, evapotranspiration, percolation, precipitation, and design wastewater loading rate (nitrogen and other constituent loadings).
- Recommendations for Groundwater Monitoring
 - Provide a description of the groundwater encountered at the site and prepare a groundwater contour map based on levels recorded from the temporary piezometers.
 - Provide the following supporting data: monitoring well/piezometer boring logs, well/piezometer construction diagrams, and a table listing the calculated groundwater elevations, measured groundwater depths/dates, and surveyed top-of-casing elevations.
 - Provide recommendations for upgradient, midfield, and down gradient monitoring wells.
 - Test the groundwater to provide background/baseline groundwater samples.
- Identify engineering properties of soils proposed for pond construction, including clay content, permeability, and plasticity.
- Calculate the flow for the available wetted field area for spray systems.
- Calculate the flow for the available wetted field area for drip systems.

EXHIBIT 3 – OWNER’S SITE MAP



Prepared:
November 2023