

# Request for Qualifications Annual Consultant Services

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

(770) 787-1375



[www.ncwsa.us](http://www.ncwsa.us)

August 29, 2018

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## Section 1: Introduction

### Summary

NCWSA (Newton County Water & Sewerage Authority) seeks services from qualified consultants in the areas of engineering, planning, permitting and management. We will strive to develop agreements with consultants offering expertise in the specified areas and disciplines before the beginning of calendar year 2019. The agreements will be considered “on-call,” with task orders issued to the Consultant(s) by NCWSA including general and specific tasks matched to the particular consultant’s area of expertise. The agreements will be renewable as discussed later in this document.

### Solicitation

This Request for Qualifications for Annual Consultant Services (the Project) invites Statements of Qualifications (SOQ), from Consultants according to the requirements set forth in this RFQ, including the format and content guidelines specified. SOQs 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). Based on the needs projected in our Capital Improvements Program, we will seek multiple awards.

### Agreement Renewal

Agreement(s) executed as a result of selection will be for one (1) year beginning on or about January 2019, 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 RFQ 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 Consultant has notified the Owner Contact that the Consultant’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: Consultant Services

### Description of Needs

NCWSA has ongoing needs for planning, permitting, studies, survey, engineering, design, management, and construction phase services in support of our 5-Year Capital Improvement Program. In the coming 3-years, previously designed projects, ready to enter their respective construction phase, will be implemented. Parallel to these needs, NCWSA will seek and select a Construction Manager at Risk (CMAR, under separate procurement) to implement or construct various projects in the Wastewater Treatment area.

### Capital Improvements Program

The Capital Improvements Program, excerpted from the Fiscal Year 2019 Operating Budget is found under Attachment C. This excerpt describes key projects scheduled for implementation along with other needs in our Program.

### Categories of Consultant Services

Consultants may choose one or both of the following Categories for consideration. Our project needs can be summarized into the following categories, task areas and sample subtasks:

### Category A – Consulting Services

Category A broadly includes surveying, planning, engineering and permitting services.

- Topographic and aerial surveys: Survey in support of engineering and construction
- Ecological and environmental permitting: Biology, NEPA, USACOE, EPD activities
- Water resource planning: Watershed activities, water and wastewater demand projections
- Water and sewer hydraulic modelling: Capacity studies, flow monitoring, SSO identification
- Conceptual and preliminary engineering studies
- Building and site architecture: Pumping stations, administration and maintenance building
- Water and wastewater lines and pumping stations (engineering, design, services during construction)
- Wastewater process engineering: NPDES permitting, nutrient limit assistance
- Electrical and I&C engineering and design: Pumping station electrical rehabilitation & SCADA
- GIS and asset management: Assist in development of GIS and asset management program
- Water conservation / loss reduction: Identify areas of need and review of water audit
- Policy assistance: Develop and review system ordinances and update of standards

### Category B –Management Services

Category B broadly includes financial, 3<sup>rd</sup> party services during construction, and operations assistance.

- Water and sewer rate consulting and financial modelling:
  - Annual update of financial model
  - Revenue sufficiency
  - Cost of services
  - Budget review and assistance
- Business case evaluations: Financial studies
- Industrial pretreatment program assistance:
  - Development and update of local limits within Industrial Pretreatment Program
  - Update of septic hauling and landfill leachate treatment assistance.
- Owner’s Representative: Review alternatives and cost proposals from Construction Manager
  - Cost estimating: 3<sup>rd</sup> party assistance in evaluating proposed construction costs
  - Value engineering: 3<sup>rd</sup> party assistance in review of concepts and associated costs
- Construction administration 3<sup>rd</sup> Party: Administration of project documentation.
- Construction observation 3<sup>rd</sup> Party: Onsite project representative, inspections.

### Responsibilities of NCWSA

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

- Clearly outlining project requirements;
- Timely reviewing the work products and deliverables;
- Issuing timely responses to the Consultant;
- Furnishing existing studies, drawings, utility locates, plans, specifications, shop drawings, data, information and other documents to assist the consultant in their assigned Tasks;
- Funding the Project(s) and rendering timely compensation.

- Reimbursing for permitting fees, as needed.
- Assisting in obtaining permits, as needed.

### Section 3: Procurement Process

#### Acknowledgement of RFQ

Each potential Respondent should acknowledge with an email no later than 5:00 p.m., September 28, 2018, that it has received the RFQ. Identify and provide full contact information for the firm's primary point of contact for any future documents, notices, and addenda associated with this RFQ.

#### Communications

The Owner Contact will act as the sole point of contact for this RFQ and will administer the RFQ process. All communications should be submitted in writing via email, and specifically reference this RFQ. This RFQ 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 RFQ. Please direct questions to the Owner Contact as follows:

Mr. Wayne Haynie, P.E.  
Chief Engineer  
NCWSA  
11325 Brown Bridge Road  
Covington, GA 30016  
Phone: (770) 787-1375  
Email: wh@ncwsa.us

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

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

#### Schedule

The current procurement schedule is as follows:

Issue RFQ	August 29, 2018
Submit SOQ	October 8, 2018;
Interviews (if required)	October 15 – 19, 2018
Award and Agreement	November 21, 2018
Notice To Proceed	December 3, 2018

### Section 4: Submittal Requirements

#### Submittal and Due Date

We desire digital submittals. Based on Categories chosen by Respondent, publish and upload pdf version(s) of the SOQ(s) no later than October 8, 2018 at 5:00 p.m. local time, addressed to the Owner Contact.

Upload the SOQ to the Authority's 3<sup>rd</sup> Party Server Location: To Be Announced

If hard copy submittals are contemplated, please deliver 3 copies 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 SOQ at the required location.

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

#### Format

We value brevity. For either Category, A or B, please provide ten (10) pages or less, (excluding resumes, project sheets and appendices), 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.

If Respondent requests consideration in both Categories, then provide two (2) submittals.

All other items required or called for should be located in the appendices. Limit total page count to 60 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 any and all Addenda.

##### Team and Qualifications

The ten (10) pages should demonstrate how your firm's team, qualifications, and experience fill our needs as we embark on a watershed Capital Improvements Program.

##### Category Qualifications

Category A – Consulting Services: Respondents should possess and demonstrate a minimum of 20 years of firm / key team member experience in the water and wastewater arena for municipal, public or private agencies. Engineering Respondent's key team members, including the Project Manager and Project Engineer(s), should be licensed Professional Engineers in the State of Georgia.

Respondents on non-engineering disciplines and professions should demonstrate similar career milestone credentials in their respective fields, such as SWS, AICP, etc.

Category B – Management Services: Respondents should demonstrate a minimum of 20 years of firm / key team member experience in the water and wastewater arena for municipal, public or private agencies.

Construction Phase Respondent's offering key team members who possess Professional Engineer's License in the State of Georgia and / or certifications including PMP from Project Management Institute and / or Construction Management Professional from the Construction Management Association or other milestone qualifications will be viewed favorably.

Consultants from non-construction disciplines, such as Rate Consultant, Wastewater Operations, etc., should demonstrate similar professional credentials such as CPA, Class I Operator, etc.

## Experience

The SOQ must describe the experience of the firm and Project team members on projects relevant to the Tasks described in the Categories of Consultant Services. The Respondent should include reference projects to demonstrate relevant experience.

Experience: Category A: Respondents should have a minimum of 20 years of progressive project experience in water and wastewater infrastructure projects.

Within the past ten (10) years, Category A Respondents should have successfully completed at least fifty (50) similar or comparable projects for municipal clients in the Southeastern United States. The Respondent should have completed at least twenty (20) similar or representative projects for municipal water agencies in Georgia in the last 5 years.

Experience: Category B: Respondents should have a minimum of 20 years of progressive project management, operations, or financial consulting experience in water and wastewater infrastructure projects.

Within the past ten (10) years, Category B Respondents interested in the 3<sup>rd</sup> Party Owner's Representative Services should have served as same for a minimum of \$100 million in public works and infrastructure improvements financed through State Revolving Fund, Georgia Environmental Finance Authority (or other state equivalent), SPLOST, Revenue Bonds, Owner's funds, or other government financing.

Respondents considering one or both Categories will highlight ten (10) relevant projects for the respective Category. Relevant Project sheets may be included in the Appendix. If both Categories are contemplated, then a separate submittal should be made for each Category.

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 within the ten (10) pages, your firm's approach for achieving outstanding results for a hypothetical (or real) assigned Task under this Project. Provide a real-life example(s) of where this approach has been successful. Our ideas, presented as "food for thought" only, include:

- Development of standard operating procedures that saved significant effort or dollars
- Improving water quality / reducing unbilled water through creation of pressure zones
- The solution eliminated the project
- Including sufficient "turn-down" capacity in facility design
- Incorporating new technology for system monitoring that significantly improved quality
- Design efforts that significantly drove down construction costs

- Where basic automation significantly increased Owner productivity
- An innovative design technique embraced by Operations that returned a facility to compliance
- Where a business case evaluation saved the Owner from dire consequences

Please include the real life example(s) as one or more of the relevant projects featured in the Appendices.

#### Billing Rates

Also in the Appendix, provide the firm's hourly billing rate schedule including the key personnel and others involved in the work. Billing rates should be expressed as labor grades comprising all disciplines to be offered. 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 (small designs, studies, etc.) in addition to tasks compensated on time and materials basis.

#### Value Added Services

Along the same lines of the project management approach, explain a service offered by your firm that fits a niche or is a differentiator from the competition. Our ideas, presented as "food for thought" only, might include:

- Hands-on I&C troubleshooting
- Easement / right-of-way services
- Small project turn-key construction services
- In-house services as opposed to sub-consultants

### Section 5: Evaluation and Selection

#### Evaluation Criteria

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

<b>Evaluation Criteria</b>	<b>Value</b>
Team and Qualifications	35
Experience	25
Project Management Approach	20
Cost Efficiency of Billing Rates	10
Value Added Services	10

#### 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 SOQ's Appendix including:

- Firm's comments, if any, on the proposed agreement for consulting 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 SOQ including:

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

## Attachment A

- Capital Improvements Program (Section 4, excerpted from FY 2019 Operating Budget)

# SECTION 4

## CAPITAL AND DEBT

## CAPITAL IMPROVEMENT AND REPLACEMENT PROGRAM

The Newton County Water & Sewerage Authority has a Capitalization Policy adopted by the Board of Directors. The policy clarifies NCWSA’s definition of capital assets and provides guidance for acquisition and valuation of capital assets and implementation of Governmental Accounting Standards Board (“GASB”) Statement No. 34.

Capital assets are defined by the Authority as assets with an initial, individual cost of more than \$2,000 and have an estimated useful life in excess of one year. All purchases below the applicable class threshold are to be expensed in the current period. Below is a table stating classes of assets, capitalization thresholds and estimated useful life.

Capital Assets	
Asset Type	Estimated Useful Life
Land Improvements	10–25 Years
Buildings	25 Years
Machinery and equipment	5 Years
Furniture and Fixtures	5–7 Years
Improvements other than buildings	5–40 Years

The Capital Improvement Plan (“CIP”) consists of two (2) components. The first is for capital assets and improvements that are project oriented and will be capitalized as projects are constructed. The second is for capital purchases that are non-recurring operating expense items for use that cost more than \$2,000 each and have an estimated useful life of more than one year. Capital items are considered to be tentatively approved for further discovery with the passing of the annual operating budget. The Authority’s procurement policy must be followed in regard to each item, with this information presented to the Authority Board for discussion and then final approval before the purchase is allowed. Capital Asset Purchases may include vehicles, shop and field equipment, wastewater / collection equipment, office equipment and furniture, and computer equipment. The justification for each purchase is determined by whether it is required due to growth, improvements or upgrades, or to replace an existing asset. As these purchases are completed and placed into service, there is a potential impact on the operating budget. There are nonrecurring capital expenditures forecasted in FYE 2018 and beyond.

The NCWSA has completed and maintains a thirty-five-year capital improvement plan that is reviewed on an annual basis, however for budgetary processes the overall CIP is broken down into five-year increments. The CIP for the FYE 2019 Budget summarized and discussed by project below.

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**Summary of Capital Improvement Plan – For the Forecast Period**

**Fiscal Year Ending June 30,**

Description	2018	2019	2020	2021	2022	2023	Total
<b>Capital Projects</b>							
Water System	\$2,380,262	\$7,905,445	\$3,243,332	\$5,062,927	\$4,560,802	\$2,526,014	\$25,678,782
Sewer System	4,980,416	18,714,597	12,124,997	6,705,000	645,898	520,302	43,691,210
Miscellaneous Capital	1,323,249	556,022	1,060,500	459,045	463,635	1,092,634	4,955,086
<b>Total Capital Projects</b>	<b>\$8,683,928</b>	<b>\$27,176,064</b>	<b>\$16,428,829</b>	<b>\$12,226,972</b>	<b>\$5,670,336</b>	<b>\$4,138,950</b>	<b>\$74,325,078</b>
<b>Estimated Funding Sources</b>							
<b>Capital Funded from Rate</b>							
Revenues (Operations) [1]	\$455,090	\$427,450	\$431,725	\$436,042	\$440,402	\$444,806	\$2,635,515
Renewal and Extension Fund [2]	6,483,414	15,218,721	4,250,807	3,785,930	3,909,035	3,173,842	36,821,750
Connection Fees [3]	1,745,423	2,062,718	1,000,000	1,300,000	1,320,898	520,302	7,949,341
New Debt Issuances [4]	0	9,467,175	10,746,297	6,705,000	0	0	26,918,472
<b>Total Funding Sources</b>	<b>\$8,683,928</b>	<b>\$27,176,064</b>	<b>\$16,428,829</b>	<b>\$12,226,972</b>	<b>\$5,670,336</b>	<b>\$4,138,950</b>	<b>\$74,325,078</b>

[1] Amounts shown represent Departmental capital that is generally included as a component of the operating budget and represents the funding of assets with short service lives such as equipment, vehicles and furniture. Such amounts were assumed to be funded annually from rate revenues (operations).

[2] Amounts shown represent projects funded from the Renewal and Extension Fund, a fund designated for capital re-investment which is funded annually from operations of the System.

[3] Amounts shown represents the use of monies derived from Connection Fees from new development and is used to fund expansion-related capital expenditures.

[4] Amounts shown reflect the use of low-interest loans secured through the Georgia Environmental Finance Authority for the construction of the Little River Water Reclamation Facility and related sewage conveyance facilities to such plant.

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**Capital Improvement Program 2019 – 2023**

For the Fiscal Year Ending June 30,

Description	2018 Carry-Forward	2019 Budget	2020 Projected	2021 Projected	2022 Projected	2023 Projected
<b>Water System Capital Improvements</b>						
Utility Relocation – SR36 @ Bridge	\$0	\$393,026	\$0	\$0	\$0	\$0
Telemetry Upgrade	0	0	206,020	103,010	0	0
DOT Utility Relocations – Engineering	0	250,000	257,525	257,525	0	0
Tank Maintenance	0	1,225,000	1,265,000	626,000	0	0
Water Main Extension – SR-11	0	306,000	0	0	0	0
Water Sampling Stations	0	35,000	35,000	35,000	0	0
Miscellaneous Unidentified Capital Projects	0	0	0	0	0	2,081,208
SR 81 @ SR 162 Roundabout	0	449,069	0	0	0	0
Oakridge Well System – System Upgrades	0	0	598,869	0	0	0
Beacon Hill Water System – System Upgrades	0	0	449,193	0	0	0
24-Inch Water Main East Interconnect w/ Reservoir	0	4,819,900	0	0	0	0
4MG water ground storage tanks – Proposed	0	0	0	0	4,120,400	0
1MG water elevated storage tanks – Proposed	0	0	0	2,060,200	0	0
Booster Pump Station East County – Proposed	0	0	0	1,545,150	0	0
<b>Total Water System Capital Improvements</b>	<b>\$4,819,900</b>	<b>\$7,905,445</b>	<b>\$2,811,607</b>	<b>\$4,626,885</b>	<b>\$4,120,400</b>	<b>\$2,081,208</b>
<b>Sewer System Capital Improvements</b>						
Dennis Creek Outfall to NC Line– Engineering	\$0	\$77,425	\$0	\$0	\$0	\$0
Dennis Creek Outfall to NC Line	0	500,000	274,250	0	0	0
Little River Outfall to NC Line– Engineering	0	147,546	0	0	0	0
Little River Outfall to NC Line	0	475,486	1,000,000	0	0	0
Little River Force Main / Lift Station – Engineering	0	177,323	0	0	0	0
Little River Force Main / Lift Station – Construction	0	182,953	1,717,047	0	0	0
Nelson Creek Gravity Sewer Outfall	0	1,378,700	1,378,700	0	0	0
Stroud’s Creek Gravity Sewer Extension– Engineering	0	273,010	50,000	0	0	0
Stroud’s Creek Gravity Sewer Extension FM LS	0	1,153,403	1,000,000	0	0	0
Little River WRF– Engineering – 1st Funding Source	0	387,747	0	0	0	0
Little River WRF		6,705,000	6,705,000	6,705,000	0	0
Yellow River Conveyance Capacity Upgrade – (Const.)	0	441,542	0	0	0	0
YRWRF Expansion LAS/Force Main/ Pumps Engineering	0	150,000	0	0	0	0

YRWRF Expansion LAS/Force Main/ Pumps Construction	0	3,164,928	0	0	0	0
Miscellaneous Unidentified Capital Projects	0	0	0	0	515,151	520,302
Yellow River Gravity Sewer Improvements – Phase I (Eng.)	0	245,987	0	0	0	0
Yellow River Gravity Sewer Improvements – Phase I (Const.)	0	2,678,797	0	0	0	0
CR 653/ Covington Bypass @CR 181/Flats Shoals Rd	0	39,750	0	0	0	0
Wastewater Flow Monitors – Meters – Construction	0	535,000	0	0	0	0
Project Eagle – Wastewater Extension Gravity Main	0	0	0	0	130,748	0
<b>Total Sewer System Capital Improvements</b>	<b>\$4,390,204</b>	<b>\$18,714,597</b>	<b>\$12,124,997</b>	<b>\$6,705,000</b>	<b>\$645,898</b>	<b>\$520,302</b>
<b>Miscellaneous Capital Improvements</b>						
Fleet Replacement	\$0	\$125,000	\$151,500	\$153,015	\$154,545	\$156,091
Capital Equipment	0	150,000	151,500	153,015	154,545	156,091
Studies / Projects	0	150,000	151,500	153,015	154,545	156,091
Financial Studies	0	29,445	0	0	0	0
Vacuum Truck	0	0	0	0	0	624,362
Master Plan Renovations	0	21,227	0	0	0	0
Asbestos Abatement Eagle's Nest – Construction	0	30,350	0	0	0	0
Eagle's Nest – Construction	0	50,000	606,000	0	0	0
<b>Total Miscellaneous Capital Improvements</b>	<b>\$0</b>	<b>\$556,022</b>	<b>\$1,060,500</b>	<b>\$459,045</b>	<b>\$463,635</b>	<b>\$1,092,634</b>
<b>Total System Capital Improvements</b>	<b>\$8,683,928</b>	<b>\$27,176,064</b>	<b>\$15,997,104</b>	<b>\$11,790,930</b>	<b>\$5,229,933</b>	<b>\$3,694,144</b>

## PROJECT DESCRIPTIONS AND IMPACTS – CAPITAL PROJECTS – FYE 2019

### Water System

1. **Utility Relocation SR 36 @Yellow River Bridge** – This project consisted of relocating existing water infrastructure due to the Georgia Department of Transportation’s replacement of the entire bridge crossing the Yellow River.  
Estimation of Probable Cost – \$393,026
2. **GDOT Utility Relocations** – Small utility relocation projects due to GDOT repair of state owned local roadways.  
Estimation of Probable Cost – \$250,000
3. **Rehabilitation of the Gum Creek 1Million Gallon Elevated Water Tank** – Continuing with the current strategy of a total inside and outside rehab of the Authority’s potable water storage infrastructure, the Gum Creek Tank will be the next tank to undergo this level of treatment.  
Estimation of Probable Cost – \$1,225,000

4. **Water Main Extension SR 11** – This project will extend a 16” water main to the Newton County/Social Circle boundary. A total of 1566’ of pipe, required appurtenances, and a master meter with vault will be necessary to make the interconnection with the City of Social Circle as an emergency point of connection. Estimation of Probable Cost – \$306,000
5. **Potable Water System Sampling Stations** – In order to assure the proper collection of the distribution system’s water quality samples, stand-alone sampling stations will need to be installed throughout the Authority’s Service Area. FYE 2109 number of sampling stations to be installed is 48  
Estimation of Probable Cost – \$35,000
6. **SR 81 @SR 162 Roundabout** – A roundabout will be installed at the heavily used intersection of SR 81 and SR 162. The extents of the project will require the total relocation of all water infrastructure within the project scope. All water mains located within stated project will be upsized to 12’ minimum size with ductile iron being the material of choice.  
Estimation of Probable Cost – \$449,069
7. **24” Water Main Reservoir to East Newton** – Due to the economic growth of the Stanton Springs Research Park the Authority is in the process of designing and constructing a transmission water main that will support the daily demands as well as the necessary fire flows needed to support the types of industries that have located within the park.  
Estimation of Probable Cost – \$1,480,000

#### Wastewater Systems

1. **Dennis Creek Outfall to Newton County Line – Design** of the Dennis Creek Outfall is a gravity sewer main that will cross under I-20 and will potentially serve a 1,600-acre mega-site development.  
Estimation of Probable Cost – \$77,425
2. **Little River Outfall to Newton County Line** – The Little River Outfall is a gravity sewer main that will serve the area north of I-20 and could become the connecting point for the City of Social Circle (population 4,358), a city that is located within both Walton and Newton Counties.  
Estimation of Probable Cost – \$750,186
3. **Little River Force Main/Lift Station** – Currently, the Little River Force Main / Lift Station would be mandatory infrastructure if the Little River Outfall above is constructed. The LRFM/LS will remain in service upon the completion of the Little River Water Reclamation Facility providing additional wastewater collection in potential industrial development sites in the surrounding service area.  
Estimation of Probable Cost – \$332,953
4. **Nelson Creek Gravity Sewer Outfall** – The Nelson Creek gravity sewer main will serve the areas to the west of the previously mentioned outfalls. Nelson Creek Outfall will provide sewer service to Georgia State University with the removal of an existing package plant, which is currently serving the university. The outfall also has the potential to serve the Historic Heartlands Mega Site a 2,600-acre grad certified development that is unique to the State of Georgia.  
Estimation of Probable Cost – \$2,000,000

5. **Little River WRF Engineering** – The Little River Water Reclamation Facility will be located on the eastern side of Newton County and will serve the surrounding three mega-site developments. The initial phase will be a 1.25 MGD treatment facility that will return water to the Little River at Metro Atlanta treatment standards.  
Estimation of Probable Cost – \$387,474
6. **Stroud’s Creek Gravity Sewer Extension** – The Stroud’s Creek Gravity Sewer Extension will be necessary wastewater infrastructure when the Historic Heartlands Site lands an industrial or commercial customer. The sewer line will traverse the property from east to west providing wastewater service the entire 2700-acre site.  
Estimation of Probable Costs – \$50,000
7. **Yellow River Conveyance Capacity Upgrade** – Yellow River Conveyance System will have all four of its pumps stations upgraded in order to increase carrying capacity for the anticipated growth that is underway in Eastern Newton County.  
Estimation of Probable Costs – \$441,542
8. **YRWRF Las Spray Field Expansion** – Along with the capacity expansion of the Yellow River WRF, the Land Application System that is jointly owned by the City of Covington and the Authority will need to expand its current spray-fields. The new spray fields will cover 140 acres and allow for the additional 800,000 GPD capacity expansion at the Yellow River WRF.  
Estimation of Probable Cost – \$2,964,928
9. **Yellow River Gravity Sewer Outfall Replacement** – Due to stream bank deterioration and age of the sewer outfall (48yrs) this project will replace over 8,000’ of sewer outfall, remove an aging aerial crossing of the outfall and restore 2,000 ln.ft. of stream bank.  
Estimation of Probable Cost – \$2,678,797

Miscellaneous Capital Improvements

1. **Main Campus Master Plan Renovations** – The NCWSA purchase an adjacent tract of land that expanded its main campus size to 15.85 acres. The initial master plan will address storm water, issues, site security, and landscape development.  
  
**Site Civil Work for Maintenance Yard** – The Authority was fortunate to receive the excess soil from the 4 million gallons per day (“MGD”) ground storage site to be used for the leveling of the maintenance yard behind the Maintenance Operations Building. There is a need to address the storm water runoff that occurs at the end of the yard. This will require some site civil engineering work and design. The project will be supplemented by the Authority’s in-house engineering staff.  
  
Estimation of Probable Cost – \$600,000
2. **Fleet Replacement** – Full sized non 4x4 Pickup Truck, standard cab to replace an existing Dodge Ram Service Truck with over 200,000 miles.  
  
Estimation of Probable Cost – \$23,350  
  
**Kubota Skid Steer** is a tracked vehicle that will replace the current skid steer (2002), the new skid steer offers better functionality and upgraded safety features.

Estimation of Probable Cost – \$51,493

**Utility Terrain Vehicle (UTV)** - is a replacement vehicle for the existing Polaris vehicle (2009), due to heavy use this vehicle is experiencing more frequent repairs and is struggling to keep pace with the demands of the Authority's Collection System.

Estimation of Probable Cost – \$16,500

**Four Seater Golf Cart**- This is a non-off road vehicle used to transport work crews and plant personnel to remote locations on the Water Reclamation Facilities owned by the Authority. This cart is offered as an alternative to a full sized pickup and does not add wear and tear to the UTV.

Estimation of Probable Cost – \$10,500

**Total Estimated Cost of all fleet items - \$101,843 Fleet replacement Budget \$125,000**

3. **Backup Server Virtualization** – Virtualization would be an upgrade / replacement for the older Laser fiche (document management) server. It would also allow us to move the authorization servers, and telephone reporting computer to a more robust, redundant virtual server infrastructure. We would also be able to upgrade and virtualize the time and attendance computer. This is a simple, yet robust virtualization solution.
4. **Metal Shop** – 40' x 30' two-door Butler building for storage of by-pass pump, trash pump, jet trailer, and spare submersible pumps. Current shop has become more of a storage building than a maintenance shop. Blower room in dewatering building has also become overcrowded with spare pumps. Equipment such as bypass pump needs stored inside to protect hoses and tires from UV and prevent birds and wasps from nesting.

Estimation of Probable Cost – \$150,000

**DEBT OBLIGATIONS**

**Description of Debt Standards**

- The Newton County Water & Sewerage Authority does not have a Board adopted debt policy; however, the Authority does utilize the following standards when considering use of debt as a funding source.
- The Authority does not have debt limits per its enabling legislation, however per Georgia Code: Article 9, Section 5, Paragraph I of the Georgia Constitution establishes the maximum debt limits for counties and other political sub departments of the State. Under the Constitution, certain types of debt issued by a political sub department, including counties, cannot exceed an amount that is equal to 10 percent (10%) of the assessed value of all taxable property located within that particular entity.
- Debt should be utilized only for construction of capital projects, which are new additions to the Authority's assets and which will provide benefit to future generations of the Authority's customers.
- The Authority strives to maintain a favorable financial margin, which would in turn produce a favorable a bond rating, in order to obtain the lowest possible rate when issuing debt.
- The Authority will consider the expected useful life of any capital project financed through issuance of debt and will not secure debt with a term longer than the expected useful life of the capital project.

- In addition to issuance of revenue bonds, the Authority considers the use of loans through the Georgia Environmental Finance Authority when considering sources for financing of capital projects through debt issuance.
- When fiscally responsible to do so, the Authority will consider financing capital projects with cash and avoid issuance of debt.
- Bond premiums, discounts, and issuance costs are deferred and amortized over the term of issued bonds using the effective interest method.
- Deferred charges on refunding are amortized over the shorter of the life of the refunded bonds or the refunding bonds using the effective interest method.
- Bond premiums, discounts, and deferred charges on refunding are presented as additions and reductions to the face amount of bonds payable, whereas issuance costs are recorded as deferred charges.

### Debt Service

The annual debt service payment on the Outstanding Debt of the Authority is assumed to decline during the first two years of the Forecast Period due to i) the Series 1979 Bonds maturing on November 1 2017 (the current Fiscal Year and as of the date of this Study, these bonds are now no longer outstanding); and ii) the Series 1981 Bonds and the Series 2013 Bonds both maturing by December 1, 2018 (the Fiscal Year 2019). The remainder of the Outstanding Bonds reflect essentially level debt service payments (i.e., constant annual payments) through the Fiscal Year 2038 when the 2012 GEFA Loan matures. A summary of the Outstanding Debt repayment schedule for the Forecast Period is shown on the table below.

The financial forecast does assume the securing of two (2) additional low interest loans from GEFA during the Forecast Period to fund the Little River Wastewater Reclamation Facility and associated wastewater transmission facilities as discussed previously. The proposed loans are planned to be secured during the Fiscal Year 2018 (application is currently underway) coincident with the expenditure requirements for the wastewater projects; the new GEFA Loans are referred to as the Proposed GEFA 2018 Conveyance Loan and the Proposed GEFA 2018 Treatment Loan. With respect to the additional loan repayment requirements of the Proposed GEFA 2018 Conveyance Loan, the following assumptions were recognized: i) a loan approval date of June 1, 2018 for which draws can be secured from the State; ii) principal amount to be allocated for the cost of project construction equal to \$6,803,472; iii) annual average interest rate of 2.5%; iv) issuance cost equal to 1.0% of the amount of the loan for construction; v) a twenty-two year (22) loan amortization period; and vi) and three (3) years of capitalized interest during project construction. Based on these assumptions, the estimated annual loan repayment is \$493,152 with payments made semiannually on a December 1st and July 1st basis. With respect to the additional loan repayment requirements of the Proposed GEFA 2018 Treatment Loan, the following assumptions recognized: i) a loan approval date of June 1, 2018 for which draws can be secured from the State; ii) principal amount to be allocated for the cost of project construction equal to \$20,115,000; iii) annual average interest rate of 2.75%; iv) issuance cost equal to 1.0% of the amount of the loan for construction; v) a twenty-three year (23) loan amortization period; and vi) and four (4) years of capitalized interest during project construction. Based on these assumptions, the estimated annual loan repayment is \$1,539,733 with payments made semiannually on a December 1st and July 1st basis.

The following table provides a summary of the Outstanding Debt and proposed debt repayments Presented on an accrual basis during the Forecast Period by individual debt issue:

<b>Summary of Existing and Proposed Debt Service Payments ( Accrual Basis)</b>						
<b>Description</b>	<b>FYE 2018</b>	<b>FYE 2019</b>	<b>FYE 2020</b>	<b>FYE 2021</b>	<b>FYE 2022</b>	<b>FYE 2023</b>
<b>Revenue Bonds Series 1979</b>	\$23,558	\$18,792	\$0	\$0	\$0	\$0
<b>Rev Refunding Bonds Series 1981</b>	47,333	36,042	0	0	0	0
<b>Rev Refunding Bonds Series 2013</b>	1,255,580	0	0	0	0	0
<b>GEFA Loan 2012L22WQ</b>	226,265	905,062	905,062	905,062	905,062	905,062
<b>GEFA Loan Four County Park</b>	55,728	54,073	52,341	50,526	48,625	46,635
<b>GEFA Conveyance Loan 2018 (P)</b>	0	0	0	0	493,152	493,152
<b>GEFA Treatment Loan 2018 (P)</b>	0	0	0	0	0	1,539,733
<b>Total</b>	\$1,608,465	\$1,013,969	\$957,403	\$955,588	\$1,446,839	\$2,984,581

As can be seen from the table above and as previously mentioned, the Authority will experience a Reduction in overall debt service payments until Fiscal Years 2022 and 2023 when the Proposed GEFA 2018 Conveyance Loan and Proposed GEFA 2018 Treatment Loan repayment requirements are recognized.

The Authority’s current outstanding debt includes:

Revenue Bonds

**Series 1979 Water and Sewer Revenue Bonds** – This series of bonds were some of the earliest issued by the Authority and were mainly to expand the water mains along the main roadways within Newton County allowing for greater developer access to the water system. (the “Series 1979 Bonds”), Principal outstanding is \$44,000. The interest rate is 5.00%, with a final maturity date of December 1, 2018 (FYE 2019). FYE 2018 Principal and interest payments are \$22,000 and \$1,650, respectively.

**Series 1981 Water and Sewer Revenue Refunding Bonds** – This series of bonds were similar to the 1979 series of bonds and were issued by the Authority with the main purpose to expand the water mains along the main roadways within Newton County allowing for greater developer access to the water system. (the “Series 1981 Bonds”), Principal outstanding is \$80,000. The interest rate is 5.00%, with a final maturity date of December 1, 2018 (FYE 2019). FYE 2018 Principal and interest payments are \$40,000 and \$7,500, respectively.

**Series 2013, Revenue Refunding Bonds** – This series of bonds were a refunding of the 2007 series of bonds that were utilized to upgrade the Yellow River Water Reclamation Facility which had not undergone a major upgrade since its construction in 1971.(the “Series 2013 Bonds”), Principal outstanding is \$1,874,000. The interest rate is 1.00%, with a final maturity date of November 1, 2017 (FYE 2018). FYE 2018 Principal and interest payments are \$1,874,000 and \$9,370, respectively.

Notes Payable

**Joint Development Authority (JDA) – Georgia Environmental Facilities Authority (GEFA) Loan** – The Authority entered into an intergovernmental agreement with the Joint Development Authority (“JDA”) and the City of Social Circle to develop a Research Park to be located in Newtown County. The Authority’s responsibility is to extend water and sewer service to the Research Park. The JDA incurred the debt for the extension of services. Upon receipt of project income in the form of water and sewer charges from Research

Park, the Authority is required to apply project income of 92% of the quarterly payment obligations of the JDA note payable with GEFA. The Authority began receiving project income related to Research Park during the year ended June 30, 2016, at which time the Authority began applying project income to their portion of the JDA's GEFA note payable. The principal obligation outstanding, \$185,166 with an Interest rate of 4.65% and the final payment is to be made in FY 2022. FYE 2018 Principal and interest payments are \$42,360 and \$9,789, respectively.

**Georgia Environmental Facilities Authority (GEFA) Loan** – The Authority also incurred debt in the form of a construction line of credit for various water and sewer projects. The Principal amount is \$15,163,127. The interest rate is 1.82% with a 20-year term. Principal payments are to begin May 2018 and will mature in FY 2038. FYE 2018 principal and interest payments are \$104,928 and \$45,915, respectively.



## Attachment B

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

# AGREEMENT FOR GENERAL 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:

---

## WITNESSETH:

WHEREAS, the OWNER has periodic need of professional advice and consulting services;

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 OWNER 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 forth herein:

1. For each major task or project, the OWNER shall provide to the CONSULTANT a detailed description of the services to be performed. The CONSULTANT shall respond describing its proposed work procedure, schedule and estimated fee to complete the described services. If this response is acceptable, the OWNER shall issue a written Task Order to the CONSULTANT containing the agreed upon description of the work and consulting services fee. Each Task Order shall be numbered consecutively, shall reference this AGREEMENT, and shall be deemed an authorization for the CONSULTANT to proceed with the work when signed by the OWNER, unless otherwise stated. The provisions of this AGREEMENT shall control with respect to each Task Order. Each Task Order, after execution by both parties to this AGREEMENT, shall be incorporated into and become a part to this AGREEMENT. See **Exhibit A** for the Task Order format.
2. Signature by the authorized representative of the OWNER on each Task Order shall constitute authorization to proceed by the CONSULTANT for services defined by that Task Order.

### 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. Services. The CONSULTANT shall perform, in a professional manner, all services described in the Scope of Services attached as Exhibit B, and incorporated by reference herein (collectively the “Scope of Services”).
4. 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 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.
5. 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.
6. 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.
7. 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.

8. 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.
9. 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.
10. 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.

11. 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.
12. 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.

13. 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. 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.

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.

14. 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.

15. 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.

16. Assignability. This Agreement shall not be assigned or transferred by either the CONSULTANT or the NCWSA without the prior written consent of the other.

17. 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.

18. 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.
19. 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.
20. 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.
21. 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.
22. 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.
23. Successors. This Agreement shall inure to the benefit or and be binding upon the successors of the parties.
24. 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.
25. 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.
26. 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.
27. 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.
28. 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

Printed: \_\_\_\_\_

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

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

\_\_\_\_\_  
Signature

Printed: \_\_\_\_\_

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

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**

**TASK ORDER NO. 201**\_\_\_\_ - \_\_\_\_

**TO THE AGREEMENT FOR GENERAL CONSULTING SERVICES**

For: \_\_\_\_\_

This Task Order, made and entered into by and between **NEWTON COUNTY WATER & SEWERAGE AUTHORITY** hereinafter called the "OWNER" and

\_\_\_\_\_ hereinafter called the "CONSULTANT", shall be incorporated into and become a part of the AGREEMENT FOR GENERAL CONSULTING SERVICES (the "AGREEMENT") entered into by the parties hereto

on \_\_\_\_\_.

**A. PURPOSE**

This Task Order authorizes and directs the CONSULTANT to proceed with assisting the OWNER

in providing: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_.

**B. CONSULTANT’S SCOPE OF SERVICES**

The Scope of Services, dated \_\_\_\_\_, is described within **Item A. Purpose**, and is referenced as **Exhibit B**, attached hereto. As each task arises, CONSULTANT will develop a brief, concise, written Scope of Services and estimated labor hours and costs for any and all tasks. CONSULTANT will not proceed with said tasks until written authorization is made by the OWNER. Email communication shall be deemed sufficient for written authorization.

**C. CONSULTANT’S COMPENSATION**

As consideration for providing the services described within **Item B. Consultant’s Scope of Services**, of this Task Order, the OWNER shall pay the CONSULTANT in accordance with the AGREEMENT. The specific method of compensation for services provided under this Task Order is enumerated in the Agreement for General Consulting Services and included in **Exhibit C**, attached hereto. The total value of work under this Task Order shall not exceed \$ \_\_\_\_\_ without advanced written authorization from the OWNER.

**EXHIBIT A (CONT.)**

IN WITNESS WHEREOF, the parties hereto have executed this Task Order

on this, the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_\_.

**NEWTON COUNTY WATER & SEWERAGE  
AUTHORITY**

**CONSULTANT:**

\_\_\_\_\_  
Signature

Printed: \_\_\_\_\_

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

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

\_\_\_\_\_  
Signature

Printed: \_\_\_\_\_

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

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

**EXHIBIT B**

**SCOPE OF SERVICES**

**(Delete this page if Scope of Services is provided in the Task Order)**

Project Summary:

Project Schedule:

See Attached Project Schedule

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

Estimated Completion Date: \_\_\_\_\_ or \_\_\_\_\_ months from Notice to Proceed

**EXHIBIT C**

**COMPENSATION**

**(Delete this page if Compensation is provided in the Task Order)**

Project Summary:

### Attachment C

Mandatory Forms - The following forms must be completed and returned with the Respondent's proposal in the SOQ'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 \_\_\_\_\_, 2018, 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 \_\_\_\_\_, 2018

\_\_\_\_\_  
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 \_\_\_\_\_, 2018 in \_\_\_\_\_ (City),

\_\_\_\_\_ (State).

\_\_\_\_\_  
\*Signature of Applicant

\_\_\_\_\_  
Printed Name of Applicant

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

