

Middle Chattahoochee Regional Water and Sewer Authority

REQUEST FOR STATEMENTS OF QUALIFICATION FROM QUALIFIED CONTRACTORS

RFQ # 2022_A

**Owner's Engineer for Middle Chattahoochee Wholesale Water System Improvements
Project**

RESPONSE DUE DATE: February 18, 2022, 5:00 PM EST

The Middle Chattahoochee Regional Water and Sewer Authority ("Authority") seeks an experienced engineering firm to help guide the Authority in the implementation of a new water system. An Owner's Engineer will be secured to manage the implementation program including schedule, safety, cost, and quality of a new raw water intake, a new water treatment plant, new distribution lines and connections to existing distribution systems, a finished water storage tank, and to develop a public outreach program. A direct water withdrawal permit has been obtained, land for a new water plant has been purchased, and a GEFA loan secured. Duties will include providing guidance and expert advice to the Authority, developing scopes of work, writing RFPs, developing a public outreach program, and other duties as described in this RFQ.

The Middle Chattahoochee Regional Water and Sewer Authority (formerly the South Fulton Municipal Regional Water & Sewer Authority) is comprised of the cities of Fairburn, Palmetto and Union City. The Authority was established in 2000 and renamed in 2020 by the Georgia General Assembly for the purpose of ensuring water supply needs for current and future residents of member cities. The Authority has been forward-looking in planning for the water needs of its citizens.

Information concerning this solicitation may be found electronically at:

<https://www.middlechattwaterandsewer.net/rfp-info>

The Authority website will contain this RFQ, any addenda, clarifications, schedule changes, and other important information regarding the solicitation. Contractors submitting Responses ("Respondents") should check these electronic pages daily.

The Authority reserves the right, among others, to reject all Responses and to waive technicalities and informalities, to make an award in the best interest of the Authority, or to cancel this solicitation at any time for any reason.

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SCHEDULE OF EVENTS

<u>EVENT</u>	<u>DATE</u>
RFQ Issue Date	January 14, 2022
Preproposal Meeting (mandatory).....	January 25, 2022 (10:00 a.m.)
Deadline for Receipt of Written Questions	January 31, 2022 (5:00 PM)
Deadline for Posting Written Answers to Authority's Website	February 4, 2022
Response Due Date	February 18, 2022 (5:00 p.m.)
Interviews.....	week of March 28, 2022
Anticipated Award Date	April 2022

SECTION 1: RFQ INSTRUCTIONS

Single Point of Contact:

From the date this Request for Qualifications (the “RFQ”) is issued until a qualified contractor is selected, **Respondents are not allowed to communicate with any Authority staff, Authority members, or elected officials or staff of member cities regarding this procurement.** Any unauthorized contact may disqualify the Respondent from further consideration. Contact information for the single point of contact is as follows:

Procurement Manager:	Laurie Hawks
Firm:	Hawks Environmental
Telephone Number:	678-231-6433
E-mail Address:	lhawks@hawks-env.com

Review RFQ: Respondents should carefully review this RFQ in its entirety including all instructions, requirements, specifications, and terms/conditions and promptly notify the Procurement Manager, identified above, via e-mail of any ambiguity, inconsistency, unduly restrictive specifications, or error that may be discovered upon examination of this RFQ.

Addenda: The Authority may revise this RFQ by issuing an addendum prior to its opening. The addendum will be posted on the Authority website alongside the posting of the RFQ at

<https://www.middlechattwaterandsewer.net/rfp-info>

The Addenda will become part of the procurement documents and subsequent contract. Respondents must sign and return any addendum with their Response. Failure to respond in accordance with an addendum may be cause for rejection. In unusual circumstances, the Authority may postpone an opening in order to notify vendors and to give Respondents sufficient time to respond to the addendum.

Form of Questions: Respondents with questions or requiring clarification or interpretation of any section within this RFQ shall address these questions via e-mail to the Procurement Manager referenced above. Questions received after the deadline may not be considered.

The Authority’s Answers: The Authority will provide an official written answer to all questions received before the deadline stated above. The Authority response will be by formal written addendum. Any other form of interpretation, correction, or change to this RFQ will not be binding upon the Authority. Any formal written addendum will be posted on the Authority’s website alongside the posting of the RFQ found at <https://www.middlechattwaterandsewer.com/rfp-info.html> by the close of business on the date listed. Respondents must sign and return any addendum with their RFQ response.

Pre-Submittal Conference:

There is a mandatory pre-submittal conference scheduled for this solicitation at the date shown in the Schedule of Events at:

Zoom Meeting
<https://us02web.zoom.us/j/87161952956>
Passcode 1234

Organization of Response:

Each Response shall be prepared simply and economically, providing straight-forward, concise delineation of the Respondent's capabilities to satisfy the requirements of this RFQ. Respondent shall place the following information on the outside, lower left corner of the proposal.

Request for Qualifications #2022_A

Respondent's Name

Date

Responses:

- All Responses must be received by no later than deadline shown above.
- Responses should be sent to:

**Ms. Jessica Davis, Secretary
Middle Chattahoochee Regional Water and Sewer Authority
Union City Hall
5047 Union Street
Union City, GA 30291**

- Eight printed copies and an electronic copy on a USB storage device should be submitted. Any Response submitted in any other format will not be accepted.

Late Submissions, Withdrawals, and Corrections:

- Late Response:** Regardless of cause, late Responses will not be accepted and will automatically be disqualified from further consideration. It shall be the Respondent's sole risk to assure delivery to the Authority by the designated time. Late Responses will not be opened and may be returned to the Respondent at Respondent's expense or destroyed if requested by Respondent.
- Withdrawal of Response:** A Respondent requesting to withdraw its proposal prior to the RFQ due date and time may submit a letter to the Procurement Manager requesting to withdraw. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm.
- Correction of Response:** If an obvious clerical error is discovered after the Response has been opened; the Respondent may submit a letter to the Procurement Manager within two (2) business days of opening, requesting that the error be corrected. The letter must be on the Respondent's letterhead and signed by an individual authorized to legally bind the firm. The Respondent must present clear and convincing evidence that an unintentional error was made.

Cost of Preparing a Response

The costs for developing and delivering a Response and any subsequent presentations requested by the Authority are entirely the responsibility of the Respondent. The Authority is not liable for any expense incurred by the Respondent in the preparation and presentation of a Response.

Responses Are Authority Property

All materials submitted in response to this RFQ become the property of the Authority and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the Authority and Respondent resulting from this procurement.

SECTION 2: EVALUATION PROCESS

Authority:

This RFQ is issued under the authorization of the Authority.

Public Information:

During the opening of Responses, only the Respondent's name will be published. No other information will be disclosed at that time, nor shall the Responses be considered open record until after contract award by the Authority. All information received in response to this RFQ is deemed public information and will be made available for public viewing shortly after award.

Review of Responses:

Upon opening the Responses, the Procurement Manager will review the Responses.

All Responses will initially be classified as either "responsive" or "nonresponsive". Responses may be found nonresponsive at any time during the evaluation process if any of the required information is not provided or if the Response does not comply with the specifications described and required in the RFQ.

After receipt of all Responses and prior to determination of contract award, the Authority may initiate discussions with one or more Respondents should clarification or negotiation be necessary. Respondents may also be required to make an oral presentation/interview to clarify or further define their Responses. In either case, Respondents should be prepared to make available qualified personnel to the Authority to discuss technical and contractual aspects of the Response.

Award, if any, shall be made by Authority to the Respondent that presents a Response in the best interest of the Authority and otherwise meets all requirements of the Authority for successful completion of the Project.

Authority's Rights Reserved

While the Authority has every intention to make an award as a result of this procurement, issuance of the RFQ in no way constitutes a commitment by the Authority to award and execute a contract. Upon a determination such actions would be in its best interest, the Authority, in its sole discretion, reserves the right to:

- Cancel or terminate this procurement at any time. A notice of cancellation will be issued on the Authority's website. If the procurement is cancelled, the Authority will not reimburse any Respondent for the preparation of its Response.
- Reject any or all Responses received; and
- Make a contract award based directly on the Responses received, determined to be in the best interest of the Authority, in its sole discretion.

SECTION 3: SCOPE OF PROJECT

3.1 Project Description

Purpose

This is a two-step qualification-based procurement process designed to select an Owner's Engineer to assist the Authority implement its new Wholesale Water System Improvements Project. The Authority seeks qualified firms with experience in all aspects of water system development and as an owner's engineer to guide the Authority in the implementation of the water system.

The Authority will review qualification responses and select top-ranked firms to advance to the interview phase. The final selection will be made by the Authority based on the response to this RFQ and interview.

The purpose of this RFQ is to solicit responses from highly qualified firms to provide all personnel, materials and services necessary to provide Owner's Engineer Services for the Middle Chattahoochee Wholesale Water System Improvements Project.

The goal of the Project is to implement each of the Project elements for the benefit of member cities to provide a safe, affordable, and quality supply of water to customers.

Background

The Authority was issued a water withdrawal permit from the Chattahoochee River July 27, 2020 near Rivertown Road in south Fulton County, the by the Georgia Environmental Protection Division. With the issuance of this permit, a long-term water supply will be secured to meet the future needs of the Authority member cities. The Authority has been planning for an independent water supply for 20 years. In that timeframe several major accomplishments have been achieved:

- 50 Year Water Supply Need of 13.25 MGD Verified by EPD
- Purchased 430.21 acres near Chattahoochee River for water treatment facilities and reservoir (reservoir no longer needed) and intake site
- Source Water Assessment and Protection Plan Completed
- Treatability Analysis Completed
- Alternative Minimum Flow Study Completed
- Preliminary Engineering Report Completed
- Direct Withdrawal Permit Issued, Max Day 11.4 MGD, Monthly Ave 8.55 MGD, Annual Ave 7.12 MGD

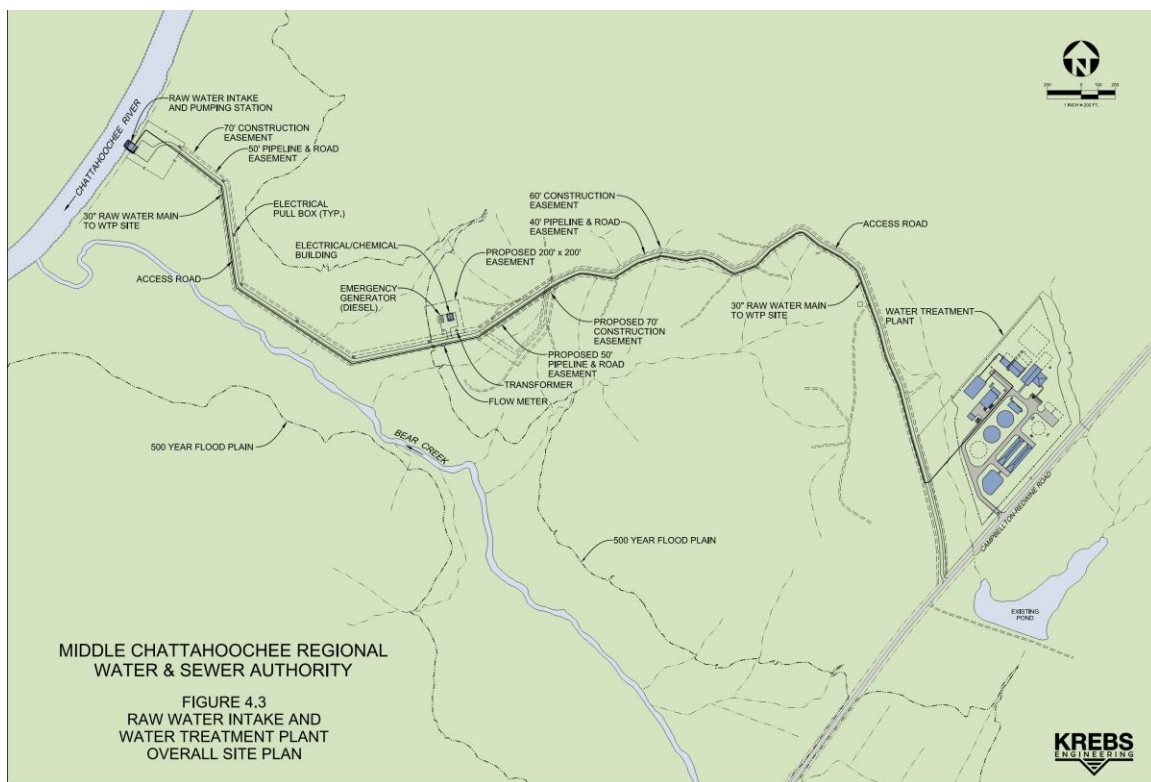
- Initial GEFA Loan Secured

3.2 Project Elements

The Project will include water improvements as outlined in the Preliminary Engineering Report (PER) which is included as Attachment A. The PER provides detailed information on the proposed water system and requirements. The PER should be utilized in future work, but should not limit the future design or implementation of Project elements if design quality improvements, cost efficiencies, or other benefits can be realized. In addition, the Authority has secured a GEFA loan, and all work must conform to GEFA and federal funding requirements.

The Authority intends to select a firm, or team of firms, to guide the Authority in implementing the new wholesale water system. Major elements of the new water system include:

- Raw water intake and pumping station on the Chattahoochee River
- Raw water transmission main from the river to the water treatment facilities
- Raw water storage tank
- Water treatment facilities
- Finished water transmission mains to connections with member cities
- Elevated water storage tank



Other tasks for the Owner's Engineer include:

- Implement a public outreach campaign to inform citizens of the new water system improvements and benefits to the community.
- Ensuring all federal and state requirements are met as part of GEFA funding

3.3 Scope of Work

The Authority desires to utilize the services of an Owner's Engineer to ensure the successful completion of the Project on time and on budget. The Owner's Engineer will be accountable to the Authority for the overall program schedule, budget, and quality. The Owner's Engineer will be responsible for all engineering and construction matters related to the Project and will serve as the liaison between the Authority, Design Engineers, Contractors, Construction Management Owner's Engineers, other Owner's Engineers, State and Federal Agencies, Citizens, and all other interested/involved parties.

The Owner Engineer will collaborate with the existing project managers, legal counsel, financial/bond consultant, and accounting firms to support ongoing efforts requiring state and federal agency coordination (including GEFA funding, water withdrawal compliance, property owner coordination, mitigation matters and 404 permitting).

Owner's Engineer shall provide personnel, including a person or persons to provide full-time Program Management Services as required ensuring successful delivery of the Project and seamless integration into each member cities' regular operations.

The Project will be a long-term project with five (5) major components:

- Project Planning, Permitting, and Preliminary Design (see Appendix A and other related documents)
- Final Design
- Construction
- Integration into Authority Operations
- Project Close-out

The Owner's Engineer shall be required to have significant experience in large project oversight and implementation of water resources infrastructure projects. The lead personnel for the Owner's Engineer shall possess clear and effective verbal and written communication skills and have the interest and ability to work in a team-oriented, collaborative work environment. They should expect to work closely with, and must demonstrate proficiency in communicating effectively with, Authority officials and staff.

Resumes of personnel must be submitted to the Authority for review and approval prior to assignment to the Project. If in the opinion of the Authority, an individual lacks adequate experience, the individual may be rejected or may be accepted on a trial basis until such time the individual's ability to perform the required services has been demonstrated. If at any time the performance of Owner's Engineer personnel is unsatisfactory to the Authority, the Authority may release him/her by written notice and may request another qualified person be assigned.

If Owner's Engineer personnel are on leave of absence, the Owner's Engineer shall provide approved, equally qualified and informed replacement personnel until the originally assigned personnel returns to the Project.

Owner's Engineer personnel shall be knowledgeable of and comply with all applicable local, state, and federal regulations. Owner's Engineer personnel shall cooperate and consult with the Authority and any permitting agencies during the course of the Project. Owner's Engineer personnel shall perform duties as may be required to assure that the Project is being completed in accordance with the Project plans and specifications.

Owner's Engineer firm, including its personnel, acknowledges that selection as Owner's Engineer for the Middle Chattahoochee Wholesale Water System Improvements Project will preclude them from being considered for any other anticipated work associated with this Project.

The Owner's Engineer duties and responsibilities may include, but are not limited to:

- Effectively plan, organize, schedule, and implement the Project.
- Set up and implement a Quality Assurance/Quality Control System.
- Manage the Project by acting as lead person, ensuring all aspects of the Project are addressed and the Project is completed in compliance with professional standards.
- Review, evaluate, and/or coordinate the planning, preliminary design, final design, and plans and specifications for the Project, and ensure their readiness for advertising for construction. The Owner's Engineer shall review and make recommendations for revisions that will improve Project delivery.
- Prepare and track the Project schedule which includes timelines for permits, agreements, and contract documents.
- Prepare and track the Project budget for each Project element.
- Prepare and present the Project status (cost, schedule, budget, procurement, permits, etc.) and/or technical reports to Authority at monthly meetings.
- Oversee work for all engineering and construction consultants.
- Engage staff, other consultants, and community (where appropriate) in the planning, special studies, preliminary design, development of design documents, and construction. Facilitate meetings and ensure communication among all parties.
- Implement, maintain, and manage public engagement plan which will include but not be limited to a Project website, community meetings, etc. Owner's Engineer will also be tasked with fielding and responding to questions from the general public, civic organizations, neighboring jurisdictions, etc.
- Assist Authority team with applications for payment from all grant/loan sources.
- Prepare Request for Proposal (RFP)/Request for Qualifications (RFQ) for design services, value engineering, construction, inspections, construction management, and other consulting services.
- Prepare and coordinate the required documents for pre-qualifying construction contractors.
- Review, evaluate, recommend, and assist Authority with awarding -contracts.
- Review contracts for conformance with all contracting requirements, including but not limited to insurance, bonds, warranties, etc.
- Provide construction oversight for compliance with plans and specifications.
- Verify construction records, including record drawings, shop drawings, operating manuals and maintain appropriate records and files.

- Coordinate with Authority team right-of-way, easement, and/or land acquisition needed for the various components of the Project. Most ROW, land acquisition, and easements have been obtained.
- Track all contractor documented concerns, potential claims, and actual claims and ensure timely response. Develop appropriate resolutions as necessary in consultation with the Authority.
- Attend various meetings as a representative of the Authority, and chair weekly (or as activity dictates) on-site construction meetings with contractor, construction manager, engineers, and member-city water system staff (as required).
- Coordinate with the Authority, member-city staff, and other consultants on public engagement programs. Coordinate with the Authority on interaction with the news media and respond to questions related to the Project on an as needed basis. This will include, but not be limited to, print ads and website development/maintenance to keep the public informed of Project activities and developments.
- Implement, maintain, and manage the public engagement programs.
- Review Project construction and assist in maintaining construction documents.
- Review, monitor, and respond to Requests for Information from contractors.
- Track all costs of construction, construction management, and project management.
- Review all change orders and extra work expenditures with Authority. Prepare and present any necessary contract amendments for consideration by the Authority.
- Review and process contractors' and consultants' invoices.
- Track Project construction schedule and prepare monthly status reports.
- Work with Authority team on coordinating with regulatory agencies, as needed.
- Interpret and administer applicable ordinances relating to Project requirements. Prepare necessary documents in support thereof.
- Coordinate Project startup with member-city water system staff and contractors to ensure successful integration into operations which includes but is not limited to; developing the operational plan for tie-ins and process commissioning, preparation of SOP's, manufacturer equipment start-up and training, preparation of system operations manual, and providing operator training.
- Complete Project closeout work, including record drawings, organization of Project paperwork. Work to resolve outstanding issues and recommend action or position on those issues.
- Perform other related duties as assigned by the Authority.

Owner's Engineer local personnel must be located full-time close enough to the Project site such that an on-site response time of two (2) hours or less can be accommodated.

3.4 Proposal Response

Proposals should be bound with the name of the firm and name of the Project visible on the outside cover. Each submittal will be limited in length, as described below, addressing all aspects of the Request for Qualifications.

To standardize responses and simplify the comparison and evaluation of responses, all submittals must be organized in the manner set forth below. The document should have a Cover Letter, Table of Contents with the following major sections, including tabs marking section locations:

A. Submittal Cover Letter and Statements (3 pages)

- a. A cover letter signed by an officer of the firm.
- b. A statement confirming that the firm meets the appropriate state licensing requirements to practice in the State of Georgia; also provide a copy of current insurance coverage.
- c. A statement acknowledging that selection as Owner's Engineer for the Middle Chattahoochee Water System Improvements Project will preclude firm and subcontractors from being considered for any other anticipated work associated with this Project.
- d. A statement agreeing to all terms contained in the Authority's Request for Qualifications document including permission for the Authority and its representatives to contact references, clients, contractors or others to seek information about the firm's past performance, as well as permission for those persons contacted by the Authority and its representatives to provide requested information.
- e. A statement that the firm currently has in-house resources to perform all work required for each of the Project parts except in those specialized areas that are clearly listed in the response (Project Team section) as areas of work that will be subcontracted.
- f. A statement by the firm certifying that, to the best of its knowledge, there are no circumstances that would cause a conflict of interest on the part of the firm or its proposed sub-consultants or sub-contractors in performing services for the Authority, and that no company or person other than bona fide employees working solely for the Owner's Engineer has been employed or retained to solicit or secure the proposed contract.
- g. A description of the respondent's firm by providing its full legal name, date of establishment, type of entity, short history, current ownership structure, and any recent or materially significant proposed change in ownership.
- h. A summary that identifies any litigation, arbitration, or mediation claims that involved projects similar to the proposed Middle Chattahoochee Wholesale Water System Improvements Project where the respondent firm was the primary Engineer. Include only those actions involving projects completed during the past 10 years. Include claims that were initiated by or against the Engineer, the Project Owner, and the Project General Contractor. Briefly state the nature of the claim and the outcome.

B. Firm's Experience and Performance on Similar Projects (11 pages)

Submit a statement of qualifications and experience. Include information on up to five (5) similar projects to illustrate the specialized expertise, demonstrated experience, applicable qualifications, and available resources of the Owner's Engineer. A summary table of relevant projects may be included in this section if desired, as space allows. Major emphasis will be placed on the main 5 similar projects. Include any prior experience or local knowledge of this Project, although prior knowledge is not necessary. The five (5) similar projects should include the following information:

- a. Project name, location, description, and status. Include project names, dates, size or cost, firm's responsibilities on the project, and other pertinent information. Include original design and/or construction bid price and actual final design and/or construction cost with any change orders. Include a statement about whether the project resulted in any litigation, arbitration or mediation settlements between any of the key parties (Owner, Engineer, and General Contractor).
- b. Key project team members serving on each of the above-listed projects with emphasis on the participation of team members proposed for this Project.
- c. Specialized expertise and/or resources applied during project, with concise explanations of their value and relevance to this Project.
- d. Experience of the local office charged with administration of the Middle Chattahoochee Wholesale Water System Improvements Project.
- e. For each listed project, provide a reference name and phone number for an individual is familiar with the firm's work on that project.
- f. Describe any issue, which is not otherwise requested, but that the responding firm thinks is relevant in evaluating the ability of the responding firm to handle this Project.

C. Project Team Qualifications (10 pages)

Submit proposed Project team information to include the following:

- a. Organizational chart showing key personnel who will be assigned to the Project; include the name and role/responsibility of each key team member for both the design phase and construction phase of the Project. Include only those staff members who will commit a substantial percentage of their time to the work. List the approximate number of technical staff that is expected to serve in support roles on the Project. Show reporting structure of the Project team including any sub-consultants. Include a listing of work elements that will be performed by sub-consultants and state the names of proposed sub-consultants. Identify any minority or woman-owned businesses that are part of the team and an estimate of the total percentage of work.
- b. Resumes for each key team member designated above; resumes shall include the information listed below.
 - i. Name, firm title, and professional registration.
 - ii. Academic degree(s) including the name of school, discipline, and year received.
 - iii. Office location where employed; years employed with this firm.
 - iv. Brief overview of career background including years of experience, areas of practice, specialized training or knowledge, and current role within the firm.

v. Tabular listing of experience on projects similar to this Project. Include work performed with current and prior firms. For any projects that are not listed in item 3.B above, also include the same information as outlined in 3.B.a and 3.B.e above.

D. Approach (12 pages)

- a. Provide a description of the firm's approach to completing the work with consideration of the proposed Scope of Work in Section 3. Responding firms can modify and/or improve the proposed Scope of Work to make this Project more efficient, cost-effective, improve quality, enhance transparency, or other benefits.

The Authority anticipates the successful Owner's Engineer will assist the Authority in awarding multiple contracts for Project Elements, as shown below:

- Raw water intake and pumping station
- Raw water transmission main from the river to the water treatment facilities
- Raw water storage tank
- Water treatment facilities
- Finished water transmission mains to connections with member cities
- Elevated water storage tank

Responding firms are encouraged to review the Preliminary Engineering Report (PER) for this Project including 30% design drawings. Assumptions in the PER may be modified if warranted.

- b. Responding firms should provide proposed benefits and constraints of their approach including scheduling, cost, contracting, document and information control, and other relevant factors.
- c. Explain how you will support the Authority in procurement and management of design consultants and constructors.
- d. Provide a tentative schedule by phase and task for completing the work.
- g. Identify services anticipated to be provided by the Authority and member cities.
- h. Provide any additional information that you feel would assist the Authority in making this Owner's Engineer award decision.

E. Experience with Alternative Project Delivery (2 pages)

The Authority does not know at this time what means or combination thereof will be selected to achieve the implementation of this Project. Firms should provide their experience in delivering projects under the following project delivery methods:

- Traditional Design, Bid, Build with multiple projects coordination and scheduling
- Design/Build
- Construction Management at Risk
- other delivery systems

F. Fee Schedule (2 pages)

In a separate sealed envelope, provide standard billing rates and categories, including office and field personnel. Include any annual adjustments.

G. Contract (Attachment B)

Review the attached contract and provide any requested edits to the contract.

H. Required Forms (Attachment C)

Complete required forms as found in Attachment C.

SECTION 4: EVALUATION

Initial Review:

All Responses received will be reviewed by the Procurement Manager to ensure that all administrative requirements of the RFQ have been met, such as all documents requiring a signature have been signed and submitted. Failure to meet these requirements may be cause for rejection. All Responses that meet the administrative requirements will be forwarded to the Authority for further evaluation.

Evaluation:

Responses will be evaluated by Authority members and other key stakeholders deemed appropriate by the Authority. The Authority does not disclose the names of key stakeholders that may review proposals. The Authority has final responsibility for ranking and final selection. The evaluation will consist of the following ranking criteria with a possible 100-point total score:

- Firms Resources and Proposed Team – 25 points
- Qualifications/ Reference Projects – 25 points
- Approach and Project Delivery - 25 points
- Fee Schedule – 10 points
- Interview – 15 points (short listed firms only)

Appendix A – Preliminary Engineering Report

see Authority website for final PER,
<https://www.middlechattwaterandsewer.net>



Richard E. Dunn, Director

Watershed Protection Branch

2 Martin Luther King, Jr. Drive
Suite 1152, East Tower
Atlanta, Georgia 30334
404-463-1511

November 12, 2021

Mr. Mark A. Smith, P.E.
Krebs Engineering, Inc.,
15 Lagrange Street
Newman, Georgia 30263

RE: Preliminary Engineering Report
Wholesale Water System Improvements
Middle Chattahoochee Regional Water and Sewer Authority (WSID# 1210042)
Fulton County, Georgia.

Dear Mr. Smith:

The Georgia Environmental Protection Division (EPD) Drinking Water Permitting, and Engineering Unit has reviewed the Middle Chattahoochee Regional Water and Sewer Authority's PER submitted by Krebs Engineering, Inc.

After thorough review, the PER submitted meets the PART 1.2-Submission of Engineering Documents; PART 3-Procedures For Developing Public Water System that are using Surface Water or Ground Water Under the Influence or in Combination with any other Sources of Water Supply; PART 5- Raw Water Source and Development; Part 6- Design Capacities and Water Demands; PART 7-Chemicals; Part 8-Chemical Applications; PART 9-Treatment; PART 10-Finished Water Storage; PART 11- Pumping Facilities; PART 13-Waste Handling and Disposal; Part 14- Laboratory Facilities of the Georgia Minimum Standards for Public Water Systems, March 2021. It also meets Section 391-3-5-.09(a) of the Georgia Rules for Safe Drinking Water.

The Middle Chattahoochee Regional Water and Sewer Authority must provide to EPD, any updates and/or changes to the approved PER. Although, the PER may have been approved, the Authority shall submit engineering plans and specification to the EPD for review and approval prior to any construction in compliance with Sections 1.6 – Plans and Specifications; 1.8- Changes in Plans and Specifications after approval and 1.9- Engineer's Certification of the Georgia Minimum Standards dated March 2021.

This approval letter is valid for one year from the date of issue. If the proposed project has not begun by that date, the Division may choose to reevaluate the project with regard to the Rules and Regulations in effect at that time. One copy of the approved PER is retained, and the Water Authority shall submit an additional copy of the PER for stamping and returning the approved copies to Krebs Engineering, Inc.

If you have any questions concerning this letter, please contact this office at the number below.

Sincerely,

A handwritten signature in black ink, appearing to read "Duplex Tchinda".

Duplex Tchinda
Tamika Samaroo
Environmental Engineers
Drinking Water Permitting & Engineering
Phone: (470) 524- 0609/ (470) 251-4595

cc. Ms. Laura Benz, Benz Law Group, LLC
Mr. Peter Nwogu, Drinking Water Unit Manager
File: WSID# GA1210042



MEMORANDUM

TO: Mr. Duplex Tchinda
FROM: Krebs Engineering, Inc.
DATE: November 4, 2021
RE: **Supplemental Response to EPD Comment 10**
Preliminary Engineering Report - Wholesale Water System Improvements
Middle Chattahoochee Regional Water and Sewer Authority

The purpose of this memorandum is to provide a supplemental response to review comment 10 since the most recent comments (please see attached letter dated November 3, 2021) indicated the use of a by-pass pipe (on the sedimentation basins) would trigger Direct Filtration requirements. Krebs misinterpreted Georgia EPD's intention (with respect to a by-pass pipe for the sedimentation basins) in our 10/12/2021 response. The sedimentation basins will be designed in accordance with Section 9.3.4 and 9.3.6 of Georgia EPD Minimum Standards for Public water Systems, March 2021. A by-pass pipe will not be provided. A summary of the comments and responses is provided below for clarity.

Initial Georgia EPD Comment 10:

Pre-sedimentation basin should be designed in accordance to Section 9.3.1, and a means of maintaining and cleaning basins without interruption shall be provided as stated in Section 9.3.1.a. of the EPD's Minimum Standards of March 2021. Provisions for by-passing pre-sedimentation basins shall be included in accordance to Section 9.3.1.c. of the EPD's Minimum Standards of March 2021.

Krebs Initial Response (10/12/2021): The sedimentation basins are designed in accordance with Section 9.3.1 of the Minimum Standards (March 2021) to include:

1. Section 9.3.1a – The basins are equipped with continuous sludge removal systems as shown on drawing C-6-01 and as specified in Section 44-46-11.
2. Section 9.3.1b – The basins are provided with a concrete baffle wall to disperse incoming water across the full width and to prevent short-circuiting. The baffle wall is shown on drawing C6-01.
3. Section 9.3.1c - A by-pass pipe will be provided to enable the Authority to by-pass the sedimentation basins.

The PER was modified (Section 5.5, paragraph 2, page 23-24) to provide clarification and to include the by-pass piping.

Krebs Supplemental Response: The sedimentation basins will be designed in accordance with Section 9.3.4 and 9.3.6 of Georgia EPD Minimum Standards for Public water Systems, March 2021. A by-pass pipe will not be provided.

Attachment (Georgia EPD Letter dated 11/3/2021)

Cc: Ms. Laura Benz, Ms. Andrea Gray, Mr. Jarred Jackson

File No. 20058

Richard E. Dunn, Director

Watershed Protection Branch

2 Martin Luther King, Jr. Drive
Suite 1152, East Tower
Atlanta, Georgia 30334
404-463-1511

November 3, 2021

Mr. Mark A. Smith, PE.
Krebs Engineering, Inc.,
15 Lagrange Street
Newman, GA30263

Re: **Revised Comments and Preliminary Engineering Report**
Wholesale Water System Improvements
Middle Chattahoochee Regional Water and Sewer Authority

Dear Mr. Smith:

Please find below the Georgia EPD review comments to the PER deficiencies response submitted by Krebs Engineering, Inc on October 12, 2021. The red color represents concern the Georgia EPD would like to be addressed before the PER approval can be issued.

Comment 1

EDP Comment 1: Comply to Minimum Standards Section 5.1.1.a by providing calculations based on a one in fifty-year drought or the extreme drought of record and should include consideration of multiple-year droughts.

Krebs Engineering Revised Comment 1: The Authority has provided the required calculations in Section 5.1.1.a to EPD and met the Minimum Standards contained therein. The calculations required in this section were the basis for the non-depletable flows established by EPD and included in the Water Withdrawal Permit issued on July 27, 2020. In 2019, the Authority commissioned Schnabel Engineering to conduct modeling to determine whether there were adequate flows in the Chattahoochee River at the proposed intake site to meet the Authority's certified water supply needs of 13.25 MGD. At EPD's request, Schnabel Engineering utilized the 2010 USACE HEC-ResSim modeling incorporating 72-years of flow data from the Chattahoochee River. EPD's Water Supply Program also independently modeled the flow data and expanded the modeling when flow data through 2019 became available. Utilizing the modeling and flow data provided by EPD, Schnabel produced the report dated January 16, 2020 and titled "Proposed Non-Depletable Flow" (the "Report"). The proposed 13.25 MGD at the confluence of Bear Creek and the Chattahoochee River was modeled using the 2019 GA EPD NDF and the Authority's proposed alternative NDF, evaluating impacts at West Point Lake during six time periods: The period of record (1939-2011), drought year (2007), typical wet year (1973), typical normal year (1952) and years with observed negligible differences (1960 and 1962). The Report establishes that there are two days over the 72-year period of record during which flows in the Chattahoochee would not be adequate to meet the Authority's needs without adjusting the non-depletable flow. The Report requests that EPD lower the non-depletable flow requirements in November and December to account for the shortfall. To support this request, the Authority also commissioned CCR Environmental to conduct a full assessment of potential impacts to fish communities and recreational access which was documented in a report dated October 4, 2019 and submitted to EPD. Upon evaluation of the Schnabel modeling report and the fish and recreational use assessment, EPD approved the requested alternate non-depletable flows and incorporated the same in the water withdrawal permit. **The PER was modified (Section 2.2, paragraph 1, pages 12-13) to include this information.**

Revised: Requirement satisfactorily met

Comment 2

EDP Comment 2: A sanitary survey and/or study should be made of the factors, both natural and manmade, which will affect water quality to comply with Section 5.1.2 (b), (g) and (h). of the EPD's Minimum Standards of March 2021

Krebs Engineering Revised Comment 2: A Source Water Assessment (SWA) and a survey were performed in March 2020 by the Metropolitan North Georgia Water Planning District and approved by Georgia EPD by letter dated September 1, 2020 (attached). The SWA is referenced in Section 3 (Permitting Requirements) of the PER. Please advise if additional information is needed. **The PER was modified (Section 2.3, paragraph 1, page 13) to include this information.**

Revised: Requirement satisfactorily met

Comment 3

EDP Comment 3: Intake structure design should comply with Section 5.1.6 of the Georgia Minimum Standard, March 2021.

Krebs Engineering Revised Comment 3: The proposed intake structure is being designed in accordance with the requirements of Section 5.1.6 of the Minimum Standards (March 2021). The intake is a shoreline intake on the Chattahoochee River. The Chattahoochee River is a broad, shallow river that remains thoroughly mixed throughout the water column. The depth of water at the intake structure is approximately eight feet during normal flow conditions. Due to the shallow, free-flowing nature of the river, providing for different water intake levels is not practical and would not change the raw water quality being withdrawn. The intake is equipped with two passive intake screens, each designed for the permitted capacity (full redundancy). The design of the screen openings controls the water velocity to prevent the impingement and entrainment of debris and the protection of aquatic wildlife. The screens are constructed of stainless steel to prevent damage due to corrosion. An airburst system provides for cleaning of the screens. Concrete wing walls on the face of the intake structure protect the screens from large debris, anchors, ice, etc. The wet well includes a sump and baffle walls to prevent sand, gravel, and other debris from the pump intake area. The sump area is accessible from inside the wet well to remove the collected debris. The vertical turbine pump operating floor includes the pump discharge heads, pump motors, electrical controls, instrumentation, and SCADA telemetry. It will be constructed above the 500- year flood plain. The structural design of the facility will provide the necessary means to prevent the flotation of the pumping station structure. Pump discharge piping includes check valves specifically designed to prevent surges during pump startup and shutdown. A surge anticipating valve is also being provided and is located on the discharge header of the pumping station to provide protection in the event of a pressure spike. The intake is accessible by vehicles to include large maintenance trucks and cranes. The electrical gear is located in a separate building and is above the 500-year flood plain. The electrical building has a separate room for chlorine dioxide chemical storage and feed equipment. Chemical bulk storage tanks are located on the same site outside of the electrical building. **The PER was modified (Section 4.1, paragraphs 2, 4, and 5, pages 19-20) to include clarification/confirmation**

Revised: Requirement satisfactorily met

Comment 4

EDP Comment 4: More information is needed about the generation on-site, the storage, the handling, and the application of chlorine dioxide on raw water for taste and odor to meet Sections 7.1 and 9.14.3 of the EPD's Minimum Standard of March 2021. In addition, The Division would like the Authority to provide some information to support their choice for chlorine dioxide as their preferred treatment for taste and odor.

Krebs Engineering Revised Comment 4: The Authority will utilize chlorine dioxide as a pre-oxidant to oxidize taste and odor compounds, iron, and manganese. The proposed chlorine dioxide facilities are designed in accordance with Sections 7.1 and 9.14.3 of the Minimum Standards (March 2021). Chlorine dioxide is generated on-site with the use of purate and sulfuric acid. Purate and sulfuric acid are stored on-site in bulk storage tanks which include a secondary containment system. A chlorine dioxide generator combines the two reactants to form chlorine dioxide at an efficiency rate greater than 98 percent. The chlorine dioxide is dosed in the raw water line located adjacent to the electrical building site. The dosage is provided through an in-line chemical feed quill. The quill can be retracted from the raw water pipeline for maintenance without requiring the pipeline to be removed from service. The bulk storage tanks will be located outside and will include a dual containment system. The chlorine dioxide generator will be located in a separate room from other operating areas. **Columbus Water Works** has successfully used chlorine dioxide (since 2011) to oxidize taste and odor compounds, iron, and manganese in raw water from the Chattahoochee River prior to treatment at the 8 MGD Fort Benning WTP. The chlorine dioxide feed rate at the **Fort Benning WTP** averages approximately 0.8 mg/l (range of 0.5 mg/l to 1.0 mg/l). 2021 monthly operating reports (MOR's) are attached for **the Fort Benning WTP**. The reports include raw water and finished water quality data. **The PER was modified to include clarification/confirmation (Section 4.2, paragraphs 2 and 3, pages 20-21).**

Revised: Requirement Satisfactory met

Comment 5

EDP Comment 5: Information is needed about the handling, storage, and application of PAC (as required in Section 7.8 and 9.14) and/or Alum (Section 9.10.0). The Division would like to know which of the two chemicals the Authority is anticipating using as flocculant/ coagulant based on the treatability study. Also, provision should be made for proper collection and disposal of softening sludges in accordance to Section 9.10.0.f and 9.10.0.g. of the EPD's Minimum Standards of March 2021

Krebs Engineering Revised Comment 4: Aluminum sulfate (alum) will be used as the coagulant. The handling, storage, and application of the alum will be in accordance with Section 9.10 of EPD Minimum Standards. Alum was tested in the treatability analysis, and the results of the study indicated alum performed well on the raw water from the Chattahoochee River. A comparison was made with the Fort Benning WTP which also successfully utilizes alum to treat raw water from the Chattahoochee River. The alum feed rate at the Fort Benning WTP averages approximately 20 mg/l (range of 18 mg/l to 55 mg/l). 2021 monthly operating reports (MOR's) are attached for **the Fort Benning WTP**. **The PER was modified (Section 5.8, paragraph 4, pages 27) to include this information.**

Revised: Requirement Satisfactory met

Comment 6

EDP Comment 6: The handling, application, and storage of sodium hypochlorite for disinfection should comply with Section 7.4, Section 9.9, and Part 8 of the EPD's Minimum Standard, March 2021.

Krebs Engineering Revised Comment 6: Bulk sodium hypochlorite will be provided for disinfection in accordance with Section 7.4, Part 8, and Section 9.9 of the EPD Minimum Standards. Sodium hypochlorite will be delivered in bulk shipments to the treatment facility. The system will consist of two bulk sodium hypochlorite tanks (with secondary containment), a day tank, transfer pump, and metering pumps. The bulk tanks will be

designed to provide a minimum of 30 days of supply, and the day tank will provide a maximum of 30 hours of supply at 6 MGD. Tanks will be equipped with an overflow, drain, and liquid level indicator. Outputs from the liquid level indicators/instrumentation are provided to the WTP SCADA system. The sodium hypochlorite system will be located inside the Chemical Building. Sodium hypochlorite will be dosed in the filtered water piping prior to the clear wells using an inline chemical feed quill. The quill can be retracted from the filtered water pipeline for maintenance without requiring the pipeline to be removed from service. Positive displacement chemical feed pumps will be provided to dose the sodium hypochlorite. Redundant chemical feed pumps are proposed so that a spare/standby pump is available when needed. **The PER was modified (Section 5.8, paragraphs 4, 5, and 6page 27) to include clarification/confirmation.**

Revised: Requirement Satisfactory met

Comment 7:

EDP Comment 7: Iron and manganese control treatment process must meet specific local conditions as determined by engineering investigations, including chemical analyses of representative samples of water to be treated as required in Section 9.12 of the EPD's Minimum Standard, March 2021. The Division would like to know which of the potassium or sodium permanganate the Authority is planning to use for Fe and Mn control. Please provide some information to support the choice.

Krebs Engineering Revised Comment 7: The Authority will utilize chlorine dioxide as a pre-oxidant for the treatment process. Please see the response to Item No. 4 above for the proposed chlorine dioxide facilities. 2021 monthly operating reports (MOR's) are attached for the Fort Benning WTP. **The PER was modified (Section 2.3, page 15, Table 2.2, and Section 5.8, paragraph 3, page 26) to include this information.**

Revised: Requirement Satisfactory met

Comment 8

EDP Comment 8: For corrosion control, the Authority shall either conduct a corrosion control study as required by Section 9.13.1 of the Minimum Standard or provide some information of another plant using the same source of raw water and the same chemical to justify their choice of lime or another chemical as their corrosion control agent. Whether the Water System will apply the same corrosion control methods used by the City of Atlanta Water System.

Krebs Engineering Revised Comment 8: The City of Atlanta indicated in October that they are using liquid lime and an orthophosphate (phosphoric acid) to develop and maintain a coating on the interior pipe walls as a means of providing corrosion control. The Authority will make provisions to utilize the same corrosion control methods, including liquid lime, but will also conduct a corrosion control study during startup/commissioning (once the Authority's new treatment facilities are constructed). The corrosion control study will:

1. Confirm the chemical addition/corrosion control practices being used by the City of Atlanta at that time.
2. Confirm chemical selection, dosing, and compatibility of corrosion control chemical(s) in the Atlanta distribution system to finished water being treated and distributed by the Authority.

Liquid lime has also been used successfully to treat raw water from the Chattahoochee River at the Fort Benning WTP since 2011. **The PER was modified (Section 2.4, paragraph 1, page 15) to include this information.**

Revised: Requirement Satisfactory met

Comment 9

EDP Comment 9: Micro screening is required for conventional treatment in accordance to Section 9.2 and should be design in accordance to Section 9.2.1 of the Georgia Minimum Standard, March 2021.

Krebs Engineering Revised Comment 9: The proposed conventional treatment processes (raw water screening, rapid mixing, flocculation, sedimentation, gravity filtration, and disinfection) are identical to the ones listed in

Section 9.1d of the Minimum Standards (March 2021). Respectfully, while micro screening is mentioned as one of the treatment options in Section 9.2 of the Minimum Standards (March 2021), it has been our understanding (in Georgia and elsewhere) that micro screening is not typically required or used for conventional surface water treatment. In our opinion, it is not necessary when filters are already being used, and it is not suitable (in lieu of filters) for surface water use. Therefore, the proposed conventional water treatment facility does not include micro screening.

Revised: Requirement Satisfactory met

Comment 10

EDP Comment 10: Pre-sedimentation basin should be designed in accordance to Section 9.3.1 and a means of maintaining and cleaning basins without interruption shall be provided as stated in Section 9.3.1.a. of the EPD's Minimum Standards of March 2021. Provisions for by-passing pre-sedimentation basins shall be included in accordance to Section 9.3.1.c. of the EPD's Minimum Standards of March 2021.

Krebs Engineering Revised Comment 10: The sedimentation basins are designed in accordance with Section 9.3.1 of the Minimum Standards (March 2021) to include:

1. Section 9.3.1a – The basins are equipped with continuous sludge removal systems as shown on drawing C-6-01 and as specified in Section 44-46-11.
2. Section 9.3.1b – The basins are provided with a concrete baffle wall to disperse incoming water across the full width and to prevent short-circuiting. The baffle wall is shown on drawing C6-01.
3. Section 9.3.1c - A by-pass pipe will be provided to enable the Authority to by-pass the sedimentation basins.

Section 9.3.1c: The proposal to install a by-pass pipe for the sedimentation basin will trigger or mean Direct Filtration proposal as specified in Section 9.8 of the Georgia Minimum Standards for Public Water System March 2021.

The City shall design the Sedimentation basin in compliance to Section 9.3.4 and 9.3.6 of the Georgia Minimum Standards for Public water System, March 2021.

Alternatively, the City shall comply with Direct Filtration Section 9.8 of the Georgia Minimum Standards for Public water System, if they intend to by-pass the Sedimentation basin treatment unit.

Comment 11

EDP Comment 11: Rapid mix/ coagulation should be designed in accordance to Section 9.3.2 and a streaming current detector for continuous monitoring of coagulant dosage to assist in optimizing the coagulation process should be installed in accordance to Section 9.3.2.d. of the EPD's Minimum Standards of March 2021.

Krebs Engineering Revised Comment 11: The proposed rapid mix/coagulation process is designed in accordance with Section 9.3.2 of the Minimum Standards (March 2021). The proposed rapid mix provides for no more than 30 seconds of mixing at 6 MGD. The proposed rapid mixer is a mechanical, vertical shaft mixer with a motor and gearbox that are located above the water level. The velocity gradient imparted by the mixer is greater than 750 (ft/sec)/ft. The rapid mix basin is located adjacent to the flocculation basins. The rapid mixer will have a streaming current detector which will be monitored by the WTP SCADA system and includes the capability to control the coagulant feed rate based on the data provided by the streaming current detector. This is a similar arrangement to the one that has been used at the CWW Fort Benning WTP since 2010. **The PER was modified (Section 5.5, paragraph 1, page 23) to provide clarification/confirmation.**

Revised: Requirement Satisfactory met

Comment 12

EDP Comment 12: For the plate settlers, the Authority can choose either to conduct a pilot study in accordance to Section 9.3.6 or to provide data of a system with the same water quality using the same type of plate settlers. Provisions should be made in accordance to Section 9.3.4.m and n for sludge removal and disposal.

Krebs Engineering Revised Comment 12: The Authority chose to use stainless steel plate settlers based on their consistency, durability, and overall performance with similar surface water conditions. Stainless steel plate settlers were installed at the Fort Benning WTP and they have successfully treated raw water from the Chattahoochee River since 2011. The plate settler design for the Authority's treatment facilities will have a more conservative loading rate than the Fort Benning WTP. The Fort Benning WTP plate settlers have a design loading rate of 0.3 gpm/sf. The proposed plate settlers will have a design loading rate of 0.205 gpm/sf. The raw water and settled water turbidity data for the Fort Benning WTP can be found in the attached monthly operating reports. The proposed continuous sludge removal and disposal facilities are designed in accordance with the Minimum Standards (March 2021). The sludge is collected inside the settling basins with continuous sludge removal equipment. The equipment includes a collection header driven by a cable system. The collection header has specially designed orifices that provide for the removal of sludge from the entire width of the sedimentation basin and operate clog-free. The sludge pipelines are 4-inch in diameter and larger. All sludge collection valves and valve actuators are located outside of the sedimentation basin. The sludge is collected and piped to the solid's retention ponds, where it will be periodically removed and legally disposed of off-site. **The PER was modified (Section 5.5, paragraphs 2 and 3, pages 23-24) to provide clarification/confirmation.**

Revised: Requirement Satisfactory met

Comment 13

EDP Comment 13: An Engineering Report will be required for the demonstration of the optimization of chlorination of finished drinking water by continuous disinfection treatment using sodium hypochlorite as required in Section 9.9 of the EPD's Minimum Standard, March 2021.

9.9 DISINFECTION An engineering report submission is a requirement for the demonstration of the optimization of chlorination of finished drinking water by continuous disinfection treatment using any of the following treatment techniques: Chlorination; Chloramination; Chlorine Dioxide; Ozonation; Mixed Oxidant Types; Ultraviolet Disinfection and other approved methods. Chlorine is the disinfecting agent commonly used. Chlorination may be accomplished with liquid chlorine, calcium or sodium hypochlorite or chlorine dioxide. Other disinfecting agents will be considered, providing reliable application equipment is available and testing procedures for a residual are recognized in "Standard Methods for the Examination of Water and Wastewater," latest edition.

Krebs Engineering Revised Comment 13: During the startup/commissioning period, the Authority will evaluate the optimization of chlorine to include the sodium hypochlorite feed rate, point of application, and CT, with consideration for pH, ammonia, taste producing substances, temperature, bacterial quality, THM formation, and chlorine residual in the Authority's transmission system. The results will be summarized in an engineering report, along with the tracer study described below, and submitted to EPD

Revised: Requirement Satisfactory met

Comment 14

EDP Comment 14: Although a theoretical CT study was conducted, real analysis will be required in accordance with Section 9.9.4 of the EPD's Minimum Standards of March 2021 to make sure the system can provide the required CT and a log 3 removal.

Krebs Engineering Revised Comment 14: CT has been calculated using the Georgia EPD "Surface Water Plant CT Calculator" (April 2005) to demonstrate the ability to achieve the required CT at a range of pH and temperature expected at the proposed facilities. A tracer study will be conducted during the commissioning period (once the treatment facilities are constructed) in accordance with Section 9.9.4 of the Minimum Standards (March 2021). The results will be summarized in an engineering report, along with the evaluation of chlorine/sodium hypochlorite optimization described above and submitted to EPD. The proposed clearwells are similar in size, geometry, piping, and capacity to the existing clearwells at the Snake Creek WTP in Carroll County, Georgia. CT data for the Snake Creek WTP is attached. The PER was modified (Section 5.7, paragraph 2, page 25) to include this information.

Revised: Requirement Satisfactory met

Comment 15

EDP Comment 15: Provisions shall be made for turnover of the water in the storage tank and/or booster chlorination and storage structures should be designed to ensure water age does not exceed five days in accordance to Section 10.4 of the EPD's Minimum Standard of March 2021.

Krebs Engineering Revised Comment 15: Hydraulic modeling was performed for the proposed wholesale water transmission system and elevated storage tank to evaluate and confirm turnover of the water in the storage tank.

1. Section 10.4a, b, & c: The proposed water storage facility is designed to eliminate short circuiting and stratification and achieve adequate mixing. It includes a separate inlet and outlet. The inlet extends approximately ½ up into the bowl, and it includes a 45-degree bend to promote tangential flow along exterior bowl surfaces for mixing.

2. Section 10.4d: The finished water storage is designed to facilitate fire flow and pressure requirements and to meet average daily demand while maximizing daily volume turnover to minimize water age. Finished water storage for the MCRWSA elevated storage tank is designed to match the hydraulic grade line of the existing City of Atlanta elevated storage tank that currently serves the member cities of Fairburn and Union City. This hydraulic grade line is greater (higher) than that of the City of Palmetto's water distribution system.

3. Section 10.4e: The current combined average daily water demand for the three member cities is approximately 3.1 MGD. Therefore, the Authority's proposed 1 MG water storage tank provides less than two days of storage. The PER includes recommendations for each member city to evaluate and construct elevated water storage tanks in their respective existing distribution systems as determined by their engineers to be necessary and appropriate (in accordance with Minimum Standards, 2021).

Section 10.4f: Water storage is less than five days. The Authority's anticipated current combined average daily water demand is approximately 3.1 MGD. Hydraulic modeling and analysis of the Authority's proposed 1 MG elevated water storage tank concluded that the maximum water age is approximately 54 hours at the current demand of 3.1 MGD, and the water age is approximately 30 hours at a water demand of 6 MGD. The PER includes recommendations for each member city to evaluate and construct elevated water storage tanks in their respective (existing) distribution systems as determined by their engineers to be necessary and appropriate (all in accordance with Minimum Standards, 2021). **The PER was modified (Section 6.6, paragraphs 3 and 4, pages 40-41) to include this information.**

Revised: Requirement Satisfactory met

Comment 16

EDP Comment 16: Booster pump shall be used to prevent area of low pressure in accordance to Section 11.4 of the EPD's Minimum Standards of March 2021.

Krebs Engineering Revised Comment 16: Hydraulic modeling of the water transmission system was performed to confirm that minimum pressure requirements were maintained without the need for a booster pump station. Therefore, no booster pumps are required or provided at this time for the Authority's wholesale water transmission system. The new system utilizes the new finished water pump station (at the water treatment facility) to fill the proposed 1 MG elevated water storage tank and to provide treated water to the member cities' wholesale connections.

Revised: Requirement Satisfactory met

Please let me know if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tchinda', with a stylized flourish at the end.

Duplex Tchinda
Tamika Samaroo
Environmental Engineers
Drinking Water Permitting & Engineering Program
(470) 524-0609

Appendix B – Owner’s Engineer Contract

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

MODEL FORM OF AGREEMENT BETWEEN OWNER AND PROGRAM MANAGER

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



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MODEL FORM OF AGREEMENT BETWEEN OWNER AND PROGRAM MANAGER

THIS IS AN AGREEMENT effective as of _____ "Effective Date" between
_____ ("Owner") and
_____ ("Program Manager").

Owner has begun a program of *[here provide a description of the program – facilities expansion, multi-purpose development, etc.]* ("Program"). Owner hereby engages Program Manager to assist Owner with the management of the Program as set forth in this Agreement. This Agreement sets forth the general terms and conditions that shall govern the relationships and performance of Owner and Program Manager with respect to the Program.

Owner and Program Manager agree as follows:

ARTICLE 1 – SERVICES OF PROGRAM MANAGER

1.01 Scope

- A. The Basic Services to be provided by Program Manager include those services set forth in Exhibit A, “Program Manager’s Services.”
- B. If Owner authorizes Program Manager to do so, then Program Manager shall provide specific additional services within the scope set forth in Exhibit A, paragraph A.1.02. Owner’s authorization of any such Additional Services shall be given in a Task Order, which shall include the tasks to be performed and the deliverables to be provided. A sample Task Order form is included for reference as Appendix 1 to Exhibit A.
- C. If Owner and Program Manager mutually agree, Program Manager shall provide other further services related to the Program. Any such mutual agreement shall be set forth in a written amendment to this Agreement, which shall specify the scope of services to be provided, the compensation to be paid, the time for performance, and any other terms applicable.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 General

- A. Owner shall:
1. Pay Program Manager as set forth in Exhibit C.
 2. As identified and requested by the Program Manager, provide Program Manager with all criteria and full information as to Owner's requirements for the Program and for each Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, expandability, and any budgetary limitations; furnish copies of all design and construction standards which Owner will require to be met; and furnish copies of any standard contract forms, conditions, and related documents applicable to the Program.

3. As identified and requested by the Program Manager, furnish to Program Manager any other relevant information in Owner's possession, including studies, surveys, maps, drawings, photographs, test results, reports, and data relative to previous designs or investigations at or adjacent to all Sites.
4. Arrange for safe access to and make all provisions for Program Manager to enter upon public and private property as required for Program Manager to perform services.
5. Provide reasonable assistance to Program Manager in securing the release of documents and information held by private entities and by public agencies and like bodies as needed in the course of the Program.
6. Review all proposals, alternate solutions, studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Program Manager (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
7. Advise Program Manager of the identity and scope of services of any independent consultants, designers, contractors, or construction managers employed by Owner to perform or furnish services in regard to the Program or a Specific Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review, and define and set forth the duties, responsibilities, and limitations of authority of such other parties and the relation thereof to the duties, responsibilities, and authority of Program Manager.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

- A. Program Manager shall begin rendering services as of the Effective Date of the Agreement.

3.02 *Time for Completion*

- A. The general schedule of Owner's Program is as set forth in Exhibit A. Program Manager shall submit to Owner, for its approval, a schedule stating the times for performing services or providing deliverables. If no time is so stated for a particular task, or set forth in a Task Order, then Program Manager will perform services and provide deliverables within a reasonable time.
- B. If, through no fault of Program Manager, such periods of time or dates are changed, or the orderly and continuous progress of Program Manager's services is impaired, or Program Manager's services are delayed or suspended, then the time for completion of Program Manager's services, and the rates and amounts of Program Manager's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Program, then the time for completion of Program Manager's services, and the rates and amounts of Program Manager's compensation, shall be adjusted equitably.

- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Program Manager's performance of its services.
- E. If Program Manager fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled to the recovery of direct damages resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

- A. *Preparation and Submittal of Invoices.* Program Manager shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Program Manager shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

- A. *Application to Interest and Principal.* Payment will be credited first to any interest owed to Program Manager and then to principal.
- B. *Failure to Pay.* If Owner fails to make any payment due Program Manager for services and expenses within 30 days after receipt of Program Manager's invoice, then:
 - 1. amounts due Program Manager will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 - 2. Program Manager may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Program Manager for any such suspension.
- C. *Disputed Invoices.* If Owner contests an invoice, Owner may withhold only that portion so contested, and must pay the undisputed portion.
- D. *Legislative Actions.* If after the Effective Date of the Agreement any governmental entity takes a legislative action that imposes taxes, fees, or charges on Program Manager's services or compensation under this Agreement, then the Program Manager may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall pay such invoiced new taxes, fees, and charges; such payment shall be in addition to the compensation to which Program Manager is entitled under the terms of Exhibit C.

ARTICLE 5 – GENERAL CONSIDERATIONS

5.01 Standards of Performance

- A. The standard of care for all professional services performed or furnished by Program Manager under this Agreement will be the care and skill ordinarily used by members of the subject profession providing similar services under similar circumstances. Program Manager and the Program Subcontractors shall comply with applicable professional

licensing requirements. Program Manager makes no warranties, express or implied, under this Agreement or otherwise, in connection with Program Manager's services.

- B. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Program Manager's services. Program Manager shall correct any such deficiencies in technical accuracy without additional compensation except to the extent such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. Program Manager may employ such Program Subcontractors as Program Manager deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner. Program Manager shall be responsible to Owner for the acts and omissions of any such Program Subcontractors in performing or furnishing services under this Agreement.
- D. Program Manager and Owner shall comply with applicable Laws and Regulations and Owner-mandated standards. This Agreement is based on such requirements as of the Agreement's Effective Date. Changes to these requirements after the Effective Date may be the basis for modifications to Owner's responsibilities or to Program Manager's scope of services, times of performance, and compensation.
- E. Owner shall be responsible for, and Program Manager may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Program Manager pursuant to this Agreement. Program Manager may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.
- F. If Program Manager provides services during the construction phase of a Specific Project, Program Manager shall not supervise, direct, or have control over a Contractor's work, nor shall Program Manager have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by a Contractor, for safety or security at the Site, for safety precautions and programs incident to a Contractor's work in progress, or for any failure of a Contractor to comply with Laws and Regulations applicable to a Contractor's furnishing and performing the work.
- G. Program Manager neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with the Contract Documents.
- H. Program Manager shall not be responsible for the acts or omissions of any Contractor, or of any of a Contractor's subcontractors, suppliers, agents, or employees or any other persons at a Site (except Program Manager's own employees and the Program Subcontractors) or otherwise furnishing or performing any of a Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by Owner to a Contractor without consultation and advice of Program Manager.

5.02 Authorized Project Representatives

- A. Program Manager and Owner shall designate in writing specific individuals to act as Program Manager's and Owner's representatives with respect to the various services to be performed or furnished by Program Manager and the responsibilities of Owner. Such

individuals shall have authority to transmit instructions, receive information, and render decisions relative to specified services on behalf of each respective party.

5.03 *Design without Construction Phase Services*

- A. If neither Program Manager's Basic Services nor any Additional Services authorized by Owner includes project observation, or review of a Contractor's performance, or any other construction phase services, then Owner assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against the Program Manager that may be connected in any way thereto.

5.04 *Use of Documents*

- A. All Documents are instruments of service in respect to this Program, and Program Manager shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Program Manager) whether or not the Program or the Specific Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Program Manager or one of its Program Subcontractors.
- B. A party may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.
- D. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
- E. Owner may make and retain copies of Documents for information and reference in connection with use on the Program or a Specific Project by Owner. Program Manager grants Owner a license to use the Documents for the specific purpose or on the Specific Project for which the Documents are intended, extensions of the Specific Project, and other projects of Owner, subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use, on the Specific Project or otherwise, unless completed by Program Manager, or for use or reuse by Owner or others on extensions of the Specific Project or on any other project without written verification or adaptation by Program Manager; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Program Manager,

- as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Program Manager or to Program Subcontractors; (3) to the extent authorized by law, Owner shall indemnify and hold harmless Program Manager and the Program Manager Subcontractors from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by Program Manager; (4) such limited license to Owner shall not create any rights in third parties.
- F. If Program Manager at Owner's request verifies or adapts the Documents for extensions of a Specific Project or for any other project, then Owner shall compensate Program Manager at rates or in an amount to be agreed upon by Owner and Program Manager.

5.05 *Insurance*

- A. Program Manager shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall be listed as an additional insured on any general liability or property insurance policies under Exhibit G. Program Manager shall provide at least 30 days' written notice to Owner prior to cancellation of any general liability or property insurance policies.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Program Manager and all Program Subcontractors to be listed as additional insureds on any general liability or property insurance policies carried by Owner which are applicable to the Program or a Specific Project. Owner shall provide at least 30 days' written notice to Program Manager prior to cancellation of any general liability or property insurance policies.
- C. Owner shall require Contractors to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause Program Manager and all Program Subcontractors to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for a Specific Project.
- D. Owner and Program Manager shall each deliver to the other certificates of insurance verifying the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Program Manager's services and at renewals thereafter during the life of this Agreement.
- E. All policies of property insurance relating to the Program or a Specific Project shall contain provisions to the effect that Program Manager's and the Program Subcontractors' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder.
- F. At any time, Owner may request that Program Manager or its Program Subcontractors, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Program Manager shall obtain and shall require the Program Subcontractors to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be amended to incorporate these requirements.

5.06 Termination

A.

Termination. The obligation to provide further services under this Agreement may be terminated:

1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. By Program Manager:
 - (a) upon seven days written notice if Owner demands that Program Manager furnish or perform services contrary to Program Manager's responsibilities as a licensed professional; or
 - (b) upon seven days written notice if the Program Manager's services for the Program are delayed or suspended for more than 90 days for reasons beyond Program Manager's control.
 - (c) Program Manager shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under paragraph 5.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience, by Owner only, effective upon Program Manager's receipt of notice from Owner.

C. *Effective Date of Termination.* The terminating party under paragraph 5.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Program Manager to demobilize personnel and equipment from all Sites, to complete tasks

whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Program and Specific Project materials in orderly files.

D. *Payments Upon Termination.*

1. In the event of any termination under paragraph 5.06, Program Manager will be entitled to invoice Owner and to receive full payment for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of paragraph 5.04.E.
2. In the event of termination by Owner for convenience or by Program Manager for cause, Program Manager, in addition to invoicing for those items identified in paragraph 5.06.D.1, shall be entitled to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Program Subcontractors, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

5.07 *Controlling Law*

- A. This Agreement is to be governed by the law of the state in which the principal office of the Owner is located, unless the law of the state where the subject services are being performed requires that the law of that state be applied.

5.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Program Manager each is hereby bound and the partners, successors, executors, administrators and legal representatives of Owner and Program Manager (and to the extent permitted by paragraph 5.08.B the assigns of Owner and Program Manager) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- B. Neither Owner nor Program Manager may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Program Manager to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Program Manager and not for the benefit of any other party. The Owner agrees that the substance of the provisions of this paragraph 5.08.C shall appear in any Contract Documents prepared for any Specific Project under this Agreement.

5.09 *Dispute Resolution*

- A. Owner and Program Manager agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights under law.
- B. If the parties fail to resolve a dispute through negotiation under paragraph 5.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights under law.

5.10 *Environmental Condition of Site*

- A. Owner has disclosed to Program Manager in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or adjacent to all Sites, including type, quantity, and location.
- B. Owner represents to Program Manager that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Program Manager, exist at any Site.
- C. If Program Manager encounters an undisclosed Constituent of Concern, then Program Manager shall notify (1) Owner and (2) appropriate governmental officials if Program Manager reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Program Manager's scope of services does not include any services related to Constituents of Concern. If Program Manager or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Program Manager may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Specific Project affected thereby until Owner: (1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the specific site is in full compliance with applicable Laws and Regulations.
- E. If the presence at any site of undisclosed Constituents of Concern adversely affects the performance of Program Manager's services under this Agreement, then the Program Manager shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.
- F. Owner acknowledges that Program Manager is performing professional services for Owner and that Program Manager is not and shall not be required to become an "owner,"

“arranger,” “operator,” “generator,” or “transporter” of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or adjacent to any Site in connection with Program Manager’s activities under this Agreement.

5.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Program Manager.* To the fullest extent permitted by law, Program Manager shall indemnify and hold harmless Owner, and Owner’s officers, directors, partners, agents, consultants, and employees from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Program, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Program Manager or Program Manager’s officers, directors, partners, employees, or Program Subcontractors.
- B. *Indemnification by Owner.* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Program Manager, Program Manager’s officers, directors, partners, agents, employees, and Program Subcontractors from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Program, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner’s officers, directors, partners, agents, consultants, or employees, or others retained by or under contract to the Owner with respect to this Agreement or to the Program.
- C. *Environmental Indemnification.* In addition to the indemnity provided under paragraph 5.11.B of this Agreement, and to the fullest extent permitted by law, Owner shall indemnify and hold harmless Program Manager and its officers, directors, partners, agents, employees, and Program Subcontractors from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under any Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *Percentage Share of Negligence.* To the fullest extent permitted by law, a party’s total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed

the percentage share that the party's negligence bears to the total negligence of Owner, Program Manager, and all other negligent entities and individuals.

- E. *Mutual Waiver.* To the fullest extent permitted by law, Owner and Program Manager waive against each other, and the other's employees, officers, directors, agents, insurers, partners, subcontractors, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Program.

5.12 *Miscellaneous Provisions*

- A. *Notices.* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival.* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C.
- D. *Waiver.* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Accrual of Claims. To the fullest extent permitted by law, all causes of action arising under this Agreement and relating to a Specific Project shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of substantial completion of the Specific Project under which the claim arises.

5.13 *Survival*

- A. All express representations, indemnifications, limitations of liability, and other obligations included in this Agreement will survive its completion or termination for any reason.

5.14 *Severability*

- A. Any provision or part of this Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Program Manager, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

5.15 *Waiver*

- A. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

5.16 *Headings*

- A. The headings used in this Agreement are for general reference only and do not have special significance.

ARTICLE 6 – DEFINITIONS

6.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto and any Task Order) and printed with initial capital letters, the terms listed below have the meanings indicated, which are applicable to both the singular and plural thereof:
 - 1. *Additional Services* – Services which are not included in Basic Services to be performed for or furnished to Owner by Program Manager.
 - 2. *Agreement* – This “Model Form of Agreement between Owner and Program Manager,” including those Exhibits listed in Article 7.
 - 3. *Asbestos* – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 - 4. *Basic Services* – Specified services to be performed for or furnished to Owner by Program Manager in accordance with this Agreement.
 - 5. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to [a] the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); [b] the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; [c] the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); [d] the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; [e] the Clean Water Act, 33 U.S.C. §§1251 et seq.; [f] the Clean Air Act, 42 U.S.C. §§7401 et seq.; and [g] any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
 - 6. *Construction Contract* – The entire and integrated written agreement between Owner and a Contractor concerning a Specific Project under the Program.
 - 7. *Contract Documents* – Documents that establish the rights and obligations of Owner and Contractor under a Construction Contract for a Specific Project and include the construction agreement between Owner and Contractor, addenda (which

pertain to the Contract Documents), a contractor's bid (including documentation accompanying the bid and any post-bid documentation submitted prior to the notice of award) when attached as an exhibit to the construction agreement, the notice to proceed, the bonds, appropriate certifications, the general conditions, the supplementary conditions, the specifications and the drawings as the same are more specifically identified in the construction agreement, together with all written amendments, change orders, work change directives, field orders, and Program Manager's written interpretations and clarifications issued on or after the effective date of the construction agreement. Approved shop drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

8. *Contractor* – An individual or entity with whom Owner enters into a Construction Contract for a Specific Project.
9. *Documents* – Data, reports, drawings, specifications, record drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Program Manager to Owner pursuant to this Agreement.
10. *Effective Date of the Agreement* – The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
11. *Hazardous Waste* – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
12. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
13. *PCBs* – Polychlorinated biphenyls.
14. *Petroleum* – Petroleum, including crude oil or any fraction thereof which is liquid at 32 degrees Fahrenheit and 14.7 pounds per square inch absolute, such as fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
15. *Program Subcontractors* – Individuals or entities having a contract with Program Manager to furnish services, materials, or equipment with respect to the Program or a Specific Project as Program Manager's independent professional associates, consultants, subcontractors, suppliers, or vendors.
16. *Radioactive Materials* – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
17. *Reimbursable Expenses* – The expenses incurred directly by Program Manager in connection with the performing or furnishing of Basic and Additional Services for the Specific Project.

18. *Site* – Lands or areas subject to investigation, use, improvement, or development under the Program; including but not limited to specific locations at which construction is to occur; and including any lands indicated in any Contract Documents for a Specific Project as being furnished by Owner upon which construction is to be performed; rights-of-way and easements for access to construction locations; and such other lands or facilities furnished by Owner which are designated for the use of Program Manager or a Contractor.
19. *Specific Project* – A construction project carried out under the Program.
20. *Task Order* – A document issued by Owner, including amendments if any, stating the scope of services, times for performance of services, and other relevant information for specified Additional Services to be provided by Program Manager.

ARTICLE 7 – EXHIBITS AND SPECIAL PROVISIONS

7.01 Exhibits

Included? (Yes or No)	Exhibit Letter	Exhibit Title	No. of Pages
	A	Program Manager's Services	
	Appendix 1 to Exhibit A	Task Order	
	B	[Reserved]	
	C	Payments to Program Manager for Services and Reimbursable Expenses (Example)	
	D	[Reserved]	
	E	[Reserved]	
	F	[Reserved]	
	G	Insurance	
	H	Dispute Resolution	
	I	[Reserved]	
	J	Special Provisions	
	K	Amendment to Owner and Program Manager	

7.02 Total Agreement

- A. This Agreement (consisting of pages 1 to __ inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Program Manager and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

The Effective Date of this Agreement is _____ , _____

Owner: _____

Program Manager: _____

By: _____

By: _____

Title: _____

Title: _____

Date
Signed: _____

Date Signed: _____

Professional License or Firm's Certificate No.
(if required by state law): _____

State of: _____

Address for giving notices:

Address for giving notices:

Designated Representative:

Designated Representative:

Title: _____

Title: _____

Phone Number: _____

Phone Number: _____

Facsimile Number: _____

Facsimile Number: _____

E-Mail Address: _____

E-Mail Address: _____

SUGGESTED FORMAT
(for use with E-582, 2004 Edition)

This is **EXHIBIT A**, consisting of _____ pages, referred to
in and part of the **Agreement between Owner and
Program Manager** dated _____
, _____.

Program Manager's Services

A.1.01 Program Manager's Basic Services

Services to be provided by Program Manager as Basic Services shall include the following:

[Note to User: Listed items are examples of tasks that may be provided by Program Manager. The User should add to or delete items from the list, and provide more detailed descriptions of tasks consistent with the needs of the Program.]

1. Confirmation of Owner's Program goals and objectives
2. Development of Program master plan
 - Expected scope of program activities
 - Identification of key participants (Program Manager personnel, consultants, Owner personnel, contractors)
 - Schedule showing order and duration of Program activities, events
3. Collection of baseline information
 - Business plans, facilities plans, and other planning documents
 - Drawings and data regarding existing facilities
 - Analysis of current and projected facility usage
 - Environmental assessments, soil surveys, land use planning information regarding current properties and facilities
4. Identify Owner's specific facility needs
 - Nature and dimension of facility needs
 - Projected expectancy for continued use of current facilities
 - Ability to use current facilities if modified
 - Need for expansion of current facilities

- New facilities on currently-owned properties
 - Acquisition of property for projected future expansions
5. Locate and acquire new project sites
- Establish criteria for site selection
 - Obtain information and source material from public entities, planning and development agencies, real estate owners, developers, and professionals
 - Use geographic information systems to assist in site identification
 - Assist in negotiations necessary for Owner to acquire property
 - Assist in necessary zoning changes
 - Conduct environmental assessments or impact studies [or arrange]
 - Arrange property conveyance, prepare transactional documents
6. Program Financing
- Provide budgeting, cost estimating, financing advice, and related recommendations
 - Assist Owner in applying for and obtaining grants, loans, and other financing, as well as tax waivers and governmental incentives
 - Administer the financing of the program
 - Provide administrative services relating to program income and expenditures
7. Insurance and Risk Management
- Determine program's insurance and risk management needs
 - Provide administrative services with respect to program and project insurance, bonding, and risk management
8. Public Relations
- Identify public relations needs
 - Lead public relations effort in support of program
 - Retain public relations specialist on behalf of Owner

9. Project Delivery
 - Identify options for procurement of design and construction services
 - Identify options for procurement of materials and equipment
 - Recommend project delivery system
10. Develop Program Design Criteria, Goals, and Standards
11. Present Owner with options for the procurement and performance of design services, including:
 - Design as part of design-build or other comprehensive delivery system
 - Provision of design services by Program Manager
 - Provision of design services by Owner's staff
 - Provision of design services by Program Subcontractors
 - Provision of design services by other consultants under direct contract to Owner
12. Initial Site Development
 - Conduct site inventories, surveys, geotechnical investigations, archaeology reviews of new sites
 - Arrange for public infrastructure improvements on or adjacent to sites
13. Construction Bid Packages
 - Provide planning and design services for Specific Projects
 - Prepare contracts, assemble bid packages
14. Manage Construction Procurement Process
15. Identify controlling regulatory and legal provisions, and compliance requirements
16. Construction Contract Award
 - Make award based on pre-determined criteria
 - Make recommendations to Owner pursuant to the pre-determined criteria

17. Administer Construction Contracts
 - Establish and monitor project schedules, report to Owner on program and project progress
 - Conduct project meetings
 - Establish and manage claim avoidance and dispute resolution systems
 - Provide construction, program, and project coordination
18. Provide construction services
19. Establish Safety Programs
20. Provide Program and site security services and emergency planning.
21. Establish Quality Control Programs
22. Monitor Safety Programs
23. Monitor Quality Control Programs
24. Establish MBE Programs
25. Conduct or Arrange Lobbying Services
26. Establish Program Information Systems
 - Hardware
 - Software
 - Communications, media relations, public participation
27. Provide, as required for a Specific Project:
 - Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 - Legal services with regard to issues pertaining to a Specific Project as Owner requires, a Contractor raises, or Program Manager reasonably requests.
 - Such auditing services as Owner requires to ascertain how or for what purpose a Contractor has used the moneys paid.
 - Placement and payment for advertisement for Bids in appropriate publications.

28. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job- related meetings, and substantial completion and final payment inspections.
29. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work for a Specific Project with appropriate professional interpretation thereof.
30. Preparation of applications and supporting documents for private or governmental grants, loans or advances in connection with a Specific Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for a Specific Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of a Specific Project.
31. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for a Specific Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed.
32. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, drawings, specifications, or other bidding documents as a result of such review processes.
33. Preparation of operation and maintenance manuals.
34. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to a Specific Project.
35. Services in making revisions to drawings and specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of any Construction Contract in evaluating and determining the acceptability of a substitution which is found to be inappropriate for a Specific Project or an excessive number of substitutions.
36. Additional or extended services during construction made necessary by (a) emergencies or acts of God endangering the work, (b) the presence at any Site of a Constituent of Concern, (c) work damaged by fire or other cause during construction, or (d) acceleration of the progress schedule involving services beyond normal working hours.

37. Furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist Program Manager in observing progress and quality of the Work. The RPR, assistants, and other field staff under this Exhibit A may provide full-time representation or may provide representation to a lesser degree.

A.1.02 Additional Services

Program Manager shall provide any or all of the following Additional Services if Owner issues a Task Order directing Program Manager to do so:

[Note to User: Here list items not required under Basic Services. Typical Additional Services items might include design or construction services for Specific Projects, or post-construction facilities management services.]

[Note to User: A suggested format for a Task Order is included on the pages that follow as Appendix I to Exhibit A.]

A.1.03 Time for Completion of Program Manager's Services

[Note to User: Here include or incorporate a schedule for completion of services.]

SUGGESTED FORMAT
(for use as a Task Order)

This is Task Order No. _____ _____, consisting of _____ pages.
--

Task Order

In accordance with paragraph 1.01 of the Model Form of Agreement Between Owner and Program Manager dated _____ (“Agreement”), Owner and Program Manager agree as follows:

1. Specific Project Data

- A. Title: _____
- B. Description: _____

2. Services of Program Manager

[Specify the services to be provided pursuant to this Task Order, by incorporating task descriptions from paragraph A.1.02, Exhibit A, or otherwise.]

3. Owner’s Responsibilities

[Specify Owner’s obligations with respect to the Task Order.]

4. Times for Rendering Task Order Services

<u>Phase</u>	<u>Completion Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

5. Other Modifications to Agreement:

6. Attachments:

7. Documents Incorporated by Reference:

This document is part of the Agreement. Program Manager is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____, _____.

OWNER

by: _____
Signature Date

Name

Title

SUGGESTED FORMAT
(for use with E-582, 2004 Edition)

This is **EXHIBIT C**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Program Manager** dated _____, _____.

[Note to Users: This is an example of a compensation provision based on payment under standard hourly rates. Those users intending to consider other payment methods may wish to review the various compensation methods set out in Exhibit C to EJCDC Doc. No. E-500.]

Payments to Program Manager for Services and Reimbursable Expenses

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 1 – OWNER’S RESPONSIBILITIES

C.2.01 Compensation For Basic and Additional Services – Standard Hourly Rates Method of Payment

- A. Owner shall pay Program Manager for Basic Services set forth in Exhibit A and for Additional Services authorized by Task Order, as follows:
1. An amount equal to the cumulative hours charged to the Program by each class of Program Manager’s employees times Standard Hourly Rates for each applicable billing class for all services performed on the Program, plus Reimbursable Expenses and Program Subcontractors’ charges, if any.
 2. Program Manager’s Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.
 3. The total compensation for services under paragraph C.2.01 is estimated to be \$_____ based on the following assumed distribution of compensation:

[Here list phases of work, individual projects, or other relevant categories]

4. Program Manager may alter the distribution of compensation noted above to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner.
5. The total estimated compensation for Program Manager’s services included in the breakdown as noted in paragraph C.2.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses and Program Subcontractors’ charges.
6. The amounts billed for Program Manager’s services under paragraph C.2.01 will be based on the cumulative hours charged to the Program during the billing period by each class of Program Manager’s employees times Standard Hourly Rates for each

applicable billing class, plus Reimbursable Expenses and Program Manager's Subcontractors' charges.

7. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of _____) to reflect equitable changes in the compensation payable to Program Manager

C.2.02 Compensation For Reimbursable Expenses

- A. Owner shall pay Program Manager for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.
- B. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges; reproduction of reports, drawings, specifications, bidding documents, and similar Program-related items in addition to those required under Exhibit A, and, if authorized in advance by Owner, overtime work requiring higher than regular rates. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for computer time and the use of other highly specialized equipment.
- C. The amounts payable to Program Manager for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Program Manager, plus all invoiced external Reimbursable Expenses allocable to the Program, the latter multiplied by a factor of _____.

C.2.03 Other Provisions Concerning Payment

- A. Whenever Program Manager is entitled to compensation for the charges of Program Subcontractors, those charges shall be the amounts billed by Program Subcontractors to Program Manager times a factor of _____.
- B. Factors. The external Reimbursable Expenses and Program Subcontractors' factors include Program Manager's overhead and profit associated with Program Manager's responsibility for the administration of such services and costs.
- C. Estimated Compensation Amounts
 1. Program Manager's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Program Manager under the Agreement.
 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Program Manager that a compensation amount thus estimated will be exceeded, Program Manager shall give Owner written notice thereof. Promptly thereafter Owner and Program Manager shall review the matter of services remaining to be performed and compensation for such services. Owner

shall either agree to such compensation exceeding said estimated amount or Owner and Program Manager shall agree to a reduction in the remaining services to be rendered by Program Manager, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Program Manager exceeds the estimated amount before Owner and Program Manager have agreed to an increase in the compensation due Program Manager or a reduction in the remaining services, the Program Manager shall be paid for all services rendered hereunder.

- D. To the extent necessary to verify Program Manager's charges and upon Owner's timely request, Program Manager shall make copies of such records available to Owner at cost.

This is **Appendix 1 to EXHIBIT C**, consisting of _____
 pages, referred to in and part of the **Agreement between**
Owner and Program Manager dated _____
 _____, _____.

Reimbursable Expenses Schedule

Current agreements for engineering services stipulate that the Reimbursable Expenses are subject to review and adjustment per Exhibit C. Reimbursable expenses for services performed on the date of the Agreement are:

Fax	\$_____/page
8"x11" Copies/Impressions	_____/page
Blue Print Copies	_____/sq. ft.
Reproducible Copies (Mylar)	_____/sq. ft.
Reproducible Copies (Paper)	_____/sq. ft.
Mileage (auto)	_____/mile
Field Truck Daily Charge	_____/day
Mileage (Field Truck)	_____/mile
Field Survey Equipment	_____/day
Confined Space Equipment	_____/day plus expenses
Resident Project Representative Equipment	_____/month
Computer CPU Charge	_____/hour
Specialized Software	_____/hour
Personal Computer Charge	_____/hour
CAD Charge	_____/hour
CAE Terminal Charge	_____/hour
VCR and Monitor Charge	_____/day, \$_____/week, or \$_____/month
Video Camcorder	_____/day, plus \$_____/tape
Electrical Meters Charge	_____/week, or \$_____/month
Flow Meter Charge	_____/week, or \$_____/month
Rain Gauge	_____/week, or \$_____/month
Sampler Charge	_____/week, or \$_____/month
Dissolved Oxygen Tester Charge	_____/week
Fluorometer	_____/week
Laboratory Pilot Testing Charge	_____/week, or \$_____/month
Soil Gas Kit	_____/day
Submersible Pump	_____/day
Water Level Meter	_____/day, or \$_____/month
Soil Sampling	_____/sample
Groundwater Sampling	_____/sample
Health and Safety Level D	_____/day
Health and Safety Level C	_____/day
Electronic Media Charge	_____/hour
Long Distance Phone Calls	at cost
Mobile Phone	_____/day
Meals and Lodging	at cost

This is **Appendix 2 to EXHIBIT C**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Program Manager** dated _____, _____.

Standard Hourly Rates Schedule

A. Standard Hourly Rates

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates will be adjusted annually (as of _____) to reflect equitable changes in the compensation payable to Program Manager.
3. The Standard Hourly Rates apply only as specified in Article C2.

B. Schedule

Hourly rates for services performed on or after the date of the Agreement are:

Billing Class 9	Senior Associate	\$_____/hour
Billing Class 8	Staff Manager	_____/hour
Billing Class 7	Professional VI	_____/hour
Billing Class 6	Professional V	_____/hour
Billing Class 5	Professional IV	_____/hour
Billing Class 4	Professional III	_____/hour
Billing Class 3	Professional II	_____/hour
Billing Class 2	Technician II	_____/hour
Billing Class 1	Technician I	_____/hour
Principal		_____/hour
Support Staff		_____/hour

SUGGESTED FORMAT
(for use with E-582, 2004 Edition)

This is **EXHIBIT G**, consisting of _____ pages, referred to
in and part of the **Agreement between Owner and
Program Manager** dated _____, _____.
Insurance

Insurance

Paragraph 5.05 of the Agreement is amended and supplemented to include the following agreement of the parties.

G5.05 Insurance

A. The limits of liability for the insurance required by paragraph 5.05.A and 5.05.B of the Agreement are as follows:

1. By Program Manager:

a. Workers' Compensation:
Statutory

b. Employer's Liability --

- | | |
|----------------------------|----|
| 1) Each Accident: | \$ |
| 2) Disease, Policy Limit: | \$ |
| 3) Disease, Each Employee: | \$ |

c. General Liability --

- | | |
|---|----|
| 1) Each Occurrence (Bodily Injury and Property Damage): | \$ |
| 2) General Aggregate: | \$ |

d. Excess or Umbrella Liability --

- | | |
|-----------------------|----|
| 1) Each Occurrence: | \$ |
| 2) General Aggregate: | \$ |

e. Automobile Liability --

- | | |
|---------------------|----|
| 1) Bodily Injury: | |
| a) Each Accident | \$ |
| 2) Property Damage: | |
| a) Each Accident | \$ |

[or]

- 1) Combined Single Limit
(Bodily Injury and Property Damage):
 - a) Each Accident \$
- f. Professional Liability –
 - 1) Each Occurrence \$
 - 2) General Aggregate \$
- g. Other (specify): \$
2. By Owner:
 - a. Workers' Compensation: Statutory
 - b. Employer's Liability --
 - 1) Each Accident \$
 - 2) Disease, Policy Limit \$
 - 3) Disease, Each Employee \$
 - c. General Liability --
 - 1) General Aggregate: \$
 - 2) Each Occurrence (Bodily Injury and Property Damage): \$
 - d. Excess Umbrella Liability --
 - 1) Each Occurrence: \$
 - 2) General Aggregate: \$
 - e. Automobile Liability --
 - 1) Bodily Injury:
 - a) Each Accident \$
 - 2) Property Damage:
 - a) Each Accident \$

[or]

 - 1) Combined Single Limit
(Bodily Injury and Property Damage):
 - a) Each Accident \$
 - f. Other (specify): \$

B. Additional Insureds

1. The following persons or entities are to be listed on Owner's general liability and property policies of insurance as additional insureds, as provided in Paragraph 5.05.B:
 - a. _____
Program Manager
 - b. _____
Program Subcontractor
 - c. _____
Program Subcontractor
2. During the term of this Agreement the Program Manager shall notify Owner of any other Program Subcontractor to be listed as an additional insured on Owner's general liability and property policies of insurance.
3. The Owner shall be listed on Program Manager's general liability policy as provided in Paragraph 5.05.A.

—

SUGGESTED FORMAT
(for use with E-582, 2004 Edition)

This is **EXHIBIT J**, consisting of _____ pages, referred to
in and part of the **Agreement between Owner and
Program Manager** dated _____
_____.

Special Provisions

Paragraph(s) _____ of the Agreement is/are amended to include the following agreement(s) of the parties:

SUGGESTED FORMAT
(for use with E-582, 2004 Edition)

This is **EXHIBIT K**, consisting of _____ pages, referred to
in and part of the **Agreement between Owner and
Program Manager** dated _____
_____, _____.

Amendment to Owner-Program Manager Agreement

1. Background Data:

- a. Effective Date of Owner-Program Manager Agreement: _____
- b. Owner: _____
- c. Program Manager: _____
- d. Program: _____

2. Nature of Amendment [Check those that are applicable and delete those that are inapplicable.]

- _____ Additional Services to be performed by Program Manager
- _____ Modifications to Services of Program Manager
- _____ Modifications to Responsibilities of Owner
- _____ Modifications to Payment to Program Manager
- _____ Modifications to Time(s) for rendering Services
- _____ Modifications to other terms and conditions of the Agreement

3. Description of Modifications

Appendix 1, "Modifications"
[List other attachments, if any]

Owner and Program Manager hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER:

PROGRAM MANAGER:

By: _____

By: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

Modifications

[Include the following paragraphs that are appropriate and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]

1. Program Manager shall perform the following Additional Services:

2. The Scope of Services currently authorized to be performed by Program Manager in accordance with the Agreement and previous amendments, if any, is modified as follows:

3. The responsibilities of Owner are modified as follows:

4. For the Additional Services or the modifications to services set forth above, Owner shall pay Program Manager the following additional or modified compensation:

5. The schedule for rendering services is modified as follows:

6. Other portions of the Agreement (including previous amendments, if any) are modified as follows:

Appendix C – Required Forms

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NOTICE TO CONTRACTORS COMPLIANCE WITH TITLE VI OF CIVIL RIGHTS ACT OF 196412

Fair Share

This Project is being funded through the Georgia State Revolving Loan program. It is the policy of the State Revolving Loan program to ensure to the fullest extent possible that at least a negotiated "Fair Share" percentage of federal funds awarded to prime and subcontractors in support of USEPA programs be made available to Disadvantaged Business Enterprises ("DBE").

- a. The Contractor agrees to ensure to the fullest extent possible that at least 4% Minority Business Enterprises (MBE) and 4% Women Business Enterprises (WBE) of federal funds for contracts or subcontracts for supplies, construction, equipment or services are made available to organizations owned or controlled by socially and economically disadvantaged individuals, women and historically black colleges and universities.

IRS W-9 Form

Contractor shall provide a completed and signed IRS taxpayer Identification Number and Certification W-9 form.

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <input type="text"/> Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► <input type="text"/>	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <input type="text"/> Exemption from FATCA reporting code (if any) <input type="text"/> <small>(Applies to accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
<input type="text"/>	<input type="text"/>
or	
Employer identification number	
<input type="text"/>	<input type="text"/>

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Corporate Certificate Form

CORPORATE CERTIFICATE

I, _____, certify that I am the Secretary of the entity named as Respondent contractor in the foregoing Response; that _____, who signed said Response on behalf of the Respondent contractor, was then (title) _____ of said entity; that said Response was duly signed for and on behalf of said entity, and is within the scope of its corporate powers; that said entity is a _____, organized under the laws of the State of _____.

This _____ day of _____, 20____.

NAME OF ENTITY: _____

SIGNATURE OF AUTHORIZED SIGNATORY: _____

Certification of Contractor Georgia Security and Immigration Compliance Act

CERTIFICATION OF CONTRACTOR GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

I hereby certify that I am a principal and duly authorized representative of _____ ("Contractor"), whose address is _____, _____.

Contractor hereby agrees to comply with all applicable provisions and requirements of the Georgia Security and Immigration Compliance Act of 2006 (the "Act"), as codified in O.C.G.A. Sections 13-10-90 and 13-10-91 and regulated in Chapter 300-10-1 of the Rules and Regulations of the State of Georgia, "Public Employers, Their Contractors and Subcontractors Required to Verify New Employee Work Eligibility Through a Federal Work Authorization Program," accessed at <http://www.dol.state.ga.us>, as further set forth below.

Contractor agrees to verify the work eligibility of all of newly hired employees through the U.S. Department of Homeland Security's *Employment Eligibility Verification (EEV) / Basic Pilot Program*, accessed through the Internet at <https://www.vis-dhs.com/EmployerRegistration>, in accordance with the provisions and timeline found in O.C.G.A. 13-10-91 and Rule 300-10-1.02 of the Rules and Regulations of the State of Georgia. As of July 1, 2007, the verification requirement applies to contractors and subcontractors with five-hundred (500) or more employees.

Contractor understands that Contractor and subcontractor requirements of the Act apply to contracts for, or in connection with, the physical performance of services within the State of Georgia.

Contractor understands that the following contract compliance dates set forth in the Act apply to the Contract, pursuant to O.C.G.A. 13-10-91:

On or after July 1, 2007, to public employers, contractors, or subcontractors of 500 or more employees;

On or after July 1, 2008, to public employers, contractors, or subcontractors of 100 or more employees; and

On or after July 1, 2009, to all other public employers, their contractors, and subcontractors.

To document the date on which the Act is applicable to Contractor, and to document Contractor's compliance with the Act, the undersigned agrees to initial one of the three (3) lines below indicating the employee number category applicable to Contractor, and to submit the indicated affidavit with the Contract if Contractor has 500 or more employees.

Contractor has:

_____ 500 or more employees [Contractor must register with the *Employment/Eligibility Verification/Basic Pilot Program* and begin work eligibility verification on July 1, 2007];

_____ 100-499 employees [Contractor must register with the *Employment Eligibility Verification/Basic Pilot Program* and begin work eligibility verification by July 1, 2008]; or

_____ 99 or fewer employees [Contractor must begin work eligibility verification by July 1, 2009].

Contractor further agrees to require O.C.G.A. Sections 13-10-90 and 13-10-91 compliance in all written agreements with any subcontractor employed by Contractor to provide services connected with the Contract, as required pursuant to O.C.G.A. 13-10-91.

Contractor agrees to obtain from any subcontractor that is employed by Contractor to provide services connected with the Contract, the subcontractor's indication of the employee number category applicable to the subcontractor.

Contractor agrees to secure from any subcontractor engaged to perform services under this Contract an executed "Subcontractor Affidavit," as required pursuant to O.C.G.A. 13-10-91 and Rule 300-10-1-.08 of the Rules and Regulations of the State of Georgia, which rule can be accessed at <http://www.dol.state.ga.us>.

Contractor agrees to maintain all records of the subcontractor's compliance with O.C.G.A. Sections 13-10-90 and 13-10-91 and Chapter 300-10-1 of the Rules and Regulations of the State of Georgia.

CONTRACTOR:

Date: _____

Signature: _____

Title: _____

Certification of Contractor Drug Free Workplace

CERTIFICATION OF CONTRACTOR DRUG-FREE WORKPLACE

I hereby certify that I am a principle and duly authorized representative of _____ (“Contractor”), whose address is _____ and I further certify that:

1. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the “Drug-Free Workplace Act” have been complied with in full; and
2. A drug-free workplace will be provided for Contractor’s employees during the performance of the Contract; and
3. Each subcontractor hired by Contractor shall be required to ensure that the subcontractor’s employees are provided a drug-free workplace. Contractor shall secure from that subcontractor the following written certification: “As part of the subcontracting agreement with Contractor, _____ certifies to Contractor that a drug-free workplace will be provided for the subcontractor’s employees during the performance of this Contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated, Section 50-24-3”; and
4. The undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

CONTRACTOR:

Date: _____

Signature: _____

Title: _____

Affidavit Verifying Status for Public Benefit Application

AFFIDAVIT VERIFYING STATUS FOR MIDDLE CHATTAHOOCHEE REGIONAL WATER AND SEWER AUTHORITY PUBLIC BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for the Middle Chattahoochee Regional Water and Sewer Authority, execution of contract or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a Middle Chattahoochee Regional Water and Sewer Authority contract for _____ [name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity].

1) _____ I am a United States citizen

OR

2) _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States. *

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 Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant: _____ Date: _____

Printed Name: _____

*Alien Registration number for non-citizens: _____

PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, OR PASSPORT WITH A COPY OF YOUR DRIVER'S LICENSE IF YOU ARE A LEGAL PERMANENT RESIDENT (#2).

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

Notary Public: _____

My Commission Expires: _____

*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

Contractor Affidavit under O.C.G.A. §13-10-91

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 Middle Chattahoochee Regional Water and Sewer 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 and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Middle Chattahoochee Regional Water and Sewer Authority
Name of Public Employer

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

Executed on _____, __, 20__ in _____ (Middle Chattahoochee Regional Water and Sewer Authority),
_____(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: _____

Insurance Requirements

INSURANCE REQUIREMENTS

Contractor shall provide a sample of a valid insurance certificate.

The Middle Chattahoochee Regional Water and Sewer Authority will review the insurance certificate and if needed, request adjustments. Within 10 days of Notice of Award, a Certificate of Insurance shall be with the Middle Chattahoochee Regional Water and Sewer Authority named as additionally insured.

Notice to Contractors Compliance with Title VI of civil rights Act of 1964

NOTICE TO CONTRACTORS COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

During the performance of this Contract, Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. Nondiscrimination: Contractor, with regard to the work performed by it afterward and prior to completion of the contract work, will not discriminate on the ground of race, color, sex, or national origin in the selection and retention of subcontracts including procurements of materials and leases of equipment. Contractor will not participate either directly or indirectly in the discrimination including employment practices.
2. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, national origin or sex.