

**Minutes of the Middle Chattahoochee Regional Water  
And Sewer Authority Called Meeting Held on November 23<sup>rd</sup>, 2020,  
VIA: WWW.ZOOM.COM  
Zoom ID: 843 5412 7419**

**BOARD MEMBERS PRESENT:** Vince R. Williams, J. Clark Boddie, Shayla J. Nealy, Sonja Fillingame, James Whitmore and Elizabeth Carr Hurst

**BOARD MEMBERS ABSENT:** Laura Mullis

**Consultants Present:** Dennis Davenport, Laura Benz, Andrea Gray, and Tom Owens

**Others Present:** None

**Call To Order:** Chairwoman Shayla J. Nealy called the meeting to order at 6:02 PM.

The Board discussed the RFP for the consideration of the Krebs Contract.

Vince R. Williams made a motion to approve the Krebs Contract, seconded by J. Clark Boddie. A vote was taken, the motion passed unanimously.

Vince R. Williams stated that now that the permit has been received there needs to be a notice to the public letting them know where the Authority is with the project.

J. Clark Boddie stated that the Authority could use Jeff Dickerson to work with the Project Managers for the PR

J. Clark Boddie made a motion to have Jeff Dickerson works with the Project Managers to let the public know where the Authority is with the project, seconded by Vince R. Williams. A vote was taken, the motion passed unanimously.

The Board agreed having the City Council members from Union City, Fairburn and Palmetto join in with the December 8<sup>th</sup>, 2020 meeting so the Project Managers can update them on the Authorities progress.

Vince R. Williams made a motion to adjourn the meeting, seconded by James Whitmore. A vote was taken, the motion passed unanimously.

The meeting adjourned at 6:20 PM

\_\_\_\_\_  
Shayla J. Nealy, Chairwoman

December 08<sup>th</sup>, 2020

Date Minutes Approved by Board

**GENERAL SERVICES AGREEMENT  
BETWEEN  
KREBS ENGINEERING, INC.  
AND  
MIDDLE CHATTACHOOCHEE REGIONAL WATER & SEWER AUTHORITY**

This Agreement dated the 23rd day of November, 2020, between Krebs Engineering, Inc. ("Krebs") and Middle Chattahoochee Regional Water & Sewer Authority ("Client").

**RECITALS**

The Client and Krebs desire to enter into a general agreement for the provision of professional engineering and related services, and establish a framework for Krebs to provide those services.

**AGREEMENT**

The Client and Krebs hereby agree this General Services Agreement ("Agreement") establishes the terms, conditions, and arrangements for Krebs to provide professional engineering services.

**ARTICLE 1 – TASK ORDERS**

Task Orders will be negotiated and executed between the Client and Krebs. Upon execution, a Task Order and this Agreement will function as a single integrated instrument of understanding between the Client and Krebs. Task Orders will be consecutively numbered and include: (1) a description of the services to be provided, (2) the compensation to be paid, and (3) any modification of the terms of this Agreement which are deemed appropriate for the provision of the services described in the specific Task Order. Such modifications in the Agreement will only apply to the specific Task Order. In the event of conflicts between the terms in a Task Order and this Agreement, the provisions in the Task Order will prevail.

**ARTICLE 2 – SCOPE OF SERVICES**

**Section 2.1 – Specific Services Provided**

Task Orders will include a detailed description of the services and deliverables Krebs will provide to Client.

**Section 2.2 – Services Not Provided**

Krebs will not provide the services listed below unless specifically included in the Task Order.

**2.2.1 – Materials Testing**

Materials Testing services include, but are not limited to: Mill, shop and laboratory testing for metallurgical, chemical, and physical characteristics of materials, coatings, welds, and manufactured/fabricated articles or equipment.

**2.2.2 – Miscellaneous Surveys/Assessments/Studies**

Miscellaneous Surveys/Assessments/Studies services include, but are not limited to: Surveys/assessments/studies related to cultural or historical artifacts or remains, endangered animal or vegetative species, wetland delineation or identification, population or economic status, traffic volumes, environmental conditions, or preparation of environmental impact statements.

### **2.2.3 – Geotechnical Investigations**

Geotechnical investigations include, but are not limited to: Soils or rock sampling and borings, geological or geotechnical studies, laboratory tests or analyses concerning soils or geotechnical conditions, and establishing acceptable soil bearing pressures.

### **2.2.4 – Property Surveying**

Property surveying services include, but are not limited to: Property records research, easement records research, title records research, field surveys of property/boundary lines, field surveys of existing or proposed easements, preparation of property or easement plats, and preparation of property or easement descriptions. Property surveying services do not include topographic surveys necessary for engineering studies, engineering designs, and preparation of plans and specifications of improvements which are part of the scope of services.

### **2.2.5 – Litigation Services**

Litigation services include, but are not limited to: Preparation for or appearances before courts or boards on litigation related to the work, except when related to negligent errors and/or omissions by Krebs.

## **ARTICLE 3 - BASIS OF COMPENSATION**

Compensation paid to Krebs by the Client for services rendered will be as described in each Task Order and will be determined using lump sum basis and/or time charge basis as described below.

### **Section 3.1 – Lump Sum Basis**

Lump sum based compensation will be a fixed fee which includes labor costs, overhead costs, direct job expenses, subconsultant expenses, and profit.

### **Section 3.2 – Time Charge Basis**

Time charge based compensation will be computed using the Krebs Standard Hourly Billing Rates/Charges (Hourly Rate) in effect at the time services are rendered plus direct job expenses and subconsultant expenses.

### **Section 3.3 – Direct Job Expenses**

Direct job expenses are expenses accrued by Krebs during performance of the services, other than expenses related to wages. Direct job expenses may include, but not be limited to, travel and subsistence allowances paid to Krebs employees, costs for document reproduction, municipal and county recording fees, and mailing and shipping costs. Direct job expense items will be billed at cost plus 15 percent (1.15 multiplier).

### **Section 3.4 – Subconsultant Expenses**

Subconsultant expenses are fees paid to professionals and specialized firms that provide assistance required by Krebs for the completion of the services. Subconsultant expenses will be billed at cost plus 15 percent (1.15 multiplier).

### **Section 3.5 - Payment for Services**

Krebs will periodically furnish the Client invoices which will include an itemized statement of costs and charges for completed portions of the scope of services. The Client will review and approve invoices at its regularly scheduled meetings held the second Tuesday of each month. For invoices to be considered at a regular meeting, they must be submitted to the Client on the first day of the month in which the meeting will be held. Client will remit payment to Krebs within thirty (30) days of approval of invoice.

## **ARTICLE 4 – GENERAL TERMS AND CONDITIONS**

### **Section 4.1 - Designated Representatives**

The Client and Krebs will respectively designate in each Task Order a person to act as the designated representative of the Client and Krebs in matters relating to the performance of professional services under the respective Task Orders.

### **Section 4.2 –Client Responsibilities**

#### **4.2.1 – Access**

The Client will arrange for and make all provisions necessary for Krebs' access to and entrance upon all public and private property as may be required to enable Krebs to perform the scope of services.

#### **4.2.2 – Permit/Review Fees**

The Client will pay all permit and review fees required by agencies which have jurisdiction concerning the work related to Krebs' scope of services.

#### **4.2.3 – Advertisement Costs**

The Client will pay all costs associated with placing "Advertisements for Bids" or other required notices in newspapers, construction journals, or other media outlets.

#### **4.2.4 – Materials/Product Tests**

The Client will pay all costs associated with tests of the components of its facilities as may be reasonably required for Krebs to perform the scope of services.

#### **4.2.5 – Provide Information**

The Client will provide to Krebs all information in its possession that may be related to the scope of services.

### **Section 4.3 – Insurance**

Krebs will maintain insurance coverage for Workman's Compensation, General Comprehensive Liability, Automobile Liability, and Professional Liability, with the following minimum amounts:

- Workers' Compensation: The Firm shall be required at all times during the term of this agreement to subscribe and comply with the Workers' Compensation laws of the State of Georgia and to save WASA harmless from any and all liability from or under said act.
- Commercial General Liability
  - Each Occurrence: \$1 million

- Personal and Advertising Injury Limit: \$1 million
- General Aggregate Limit: \$2 million
- Products/completed Operations Aggregate Limit: \$2 million
  
- Automobile Liability: Combined Single Limit of \$1 million
- Professional Liability: \$2 million

When requested, Krebs will furnish a copy of the certification of coverage.

#### **Section 4.4 – Indemnification**

Krebs shall indemnify and hold the Client harmless from any claims or damages resulting from negligent acts, errors, omissions, or breach of duty by Krebs in the performance of the scope of services.

#### **Section 4.5 - Subconsultants/Assistants**

Krebs has the right to contract subconsultants or assistants deemed by Krebs to be proper in the performance of the scope of services, and the services of said subconsultants or assistants are to be paid for by Krebs.

#### **Section 4.6 – Applicable Laws**

Krebs will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of Krebs. Krebs hereby agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

#### **Section 4.7 – Legal Services**

The Client agrees to furnish legal services required in connection with the work which is the subject of this agreement as it represents the interest of the Client. Krebs will provide legal services in connection with the work which is the subject of this agreement as it represents the interest of Krebs.

#### **Section 4.8 – Safety**

Krebs will not act as safety engineers for the Client, nor will they be responsible for establishing safety practices or prescribing safety measures for the Client's contractors. The presence of Krebs' personnel at the site of the work does not imply approval or acceptance of the Contractor's means or methods of construction or the Contractor's safety practices.

#### **Section 4.9 - Record Drawings**

Record Drawings of constructed work will consist of revisions to design drawings, and will have been prepared based upon information compiled from Krebs' records of the work, the Client's records of the work, and information provided by the Contractor. Record Drawings are intended to be reference material for the Client's own purposes. Record Drawings are not represented as exact documentation of every detail of the constructed work, but rather they will be the result of Krebs' concerted efforts to compile and incorporate information about the completed work which Krebs had in its possession at the time the Record Drawings were prepared. Krebs will prepare Record Drawings when included in the scope of services of a Task Order.

Middle Chattahoochee Regional Water & Sewer Authority

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#### **Section 4.10 – Changes in Completed Work**

Should the Client direct Krebs to make changes to the work product which both the Client and Krebs agree had been substantially completed, or if the Client orders redesign or modification of plans, specifications, or permits which have been approved by jurisdictional agencies, the effort expended and costs incurred by Krebs to comply with the Client's directives will be considered to have resulted from changes in completed work. If such changes in completed work occur, the Client and Krebs will negotiate an equitable adjustment in: (1) the project schedule, (2) the fees paid to Krebs, and (3) the reimbursement of direct costs incurred by Krebs, attributable to said changes.

#### **Section 4.11 – Changes in Scope of Services**

The Client may direct Krebs to increase or decrease the scope of services included in this Agreement or any subsequent Task Order. When such change in the scope of services is directed, the Client and Krebs will negotiate an equitable adjustment in: (1) the project schedule, (2) the fees paid to Krebs, and (3) the reimbursement of direct costs incurred by Krebs, attributable to the said change in the scope of services.

#### **Section 4.12 – Ownership/Use of Documents**

All reports, plans, specifications or other deliverables prepared by Krebs and provided to the Client in connection with providing the scope of services will be produced specifically for use in fulfilling the terms of the scope of services. Reports or other memoranda will be for reporting information to the Client as described in the scope of services, and/or plans and specifications will be for the construction of improvements by the Client as described in the scope of services. Payment of fees by the Client to Krebs entitles the Client to use said documents as its property for the documentation of information and/or construction of facilities which are the subject of the scope of services. The Client hereby agrees that the documents will be used for no purpose other than as stated herein above, and Krebs will not be held responsible for claims or damages resulting from any unauthorized use of the documents.

#### **Section 4.13 - Termination**

The Client or Krebs shall have the right to terminate this Agreement and/or any subsequent Task Order regardless of cause provided: (1) written notice of decision to terminate is delivered to the other party by certified mail, and (2) not less than ten (10) days is allowed for consultation between the Client and Krebs before the termination becomes effective.

If termination is effected for convenience by either party, Krebs will provide to the Client all data, drawings, specifications, reports, estimates, summaries and such other information and materials accumulated by Krebs in the performance of services and the Client will pay Krebs for all services completed and expenses incurred or accrued through the date the notice of intent to terminate is delivered. Such payment to Krebs shall be an equitable adjustment of the fee described in this Agreement and/or subsequent Task Orders based upon the services completed but no amount will be allowed for anticipated profit on unperformed services.

If termination is effected by the Client due to failure by Krebs to fulfill its obligations under this Agreement and/or subsequent Task Orders through, the adjustment in fee may be further adjusted to the extent of any additional costs occasioned to the Client by reason of Krebs' default.

If after termination it is determined Krebs had not so failed, the Client will pay to Krebs the additional costs previously withheld as being attributable to Krebs' alleged default.

The Client may take over the work and prosecute the same to completion by agreement with another party or otherwise. Any work taken over by the Client will be completed at the Client's risk, and the Client will hold Krebs harmless from all claims and damages arising out of improper use of Krebs' work.

Client's election to terminate or take over the work shall be without prejudice to any of Client's rights or remedies by law.

**Section 4.14 – Severability**

If any judicial proceeding declares a provision of this Agreement to be invalid, illegal, or unenforceable, the remainder of the Agreement will continue to be binding upon the Client and Krebs.

**Section 4.15 – Agreement and Amendments**

This Agreement and any subsequent Task Orders constitute the entire agreement between the Client and Krebs and supersede all prior written or oral understandings. This Agreement and any subsequent Task Orders may only be amended, supplemented, modified, or canceled by written instrument mutually agreed upon and executed between the Client and Krebs.

**Section 4.16 – Non-Assignment**

Assignment of this Agreement and any subsequent Task Orders shall not be authorized without prior written consent of Client.

**Section 4.17 - Force Majeure:**

Neither party shall be deemed to be in breach of the contract to the extent that performance of its obligations is delayed, restricted, or prevented by reason of any act of God, natural disaster, act of government, or any other act or condition beyond the reasonable control of the party in question.

**Section 4.18 - Governing Law:**

This agreement shall be governed in accordance with the laws of the State of Georgia. The parties agree to submit to the jurisdiction in Georgia, and further agree that any cause of action arising under this agreement shall be required to be brought in a court of competent jurisdiction in Fulton County, Georgia.

**EXECUTION**

The Client and Krebs have caused their respective duly authorized representatives to execute and attest this Agreement effective on the date first written above.

[Signatures on following Page]



CLIENT  
Middle Chattahoochee Regional Water &  
Sewer Authority  
BY:

ATTESTED

BY:

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Shayla Nealy, Chairperson

KREBS ENGINEERING, INC.  
BY:

ATTESTED

BY:

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Mark A. Smith, P.E.

## **Middle Chattahoochee Regional Water & Sewer Authority**

**Task Order No. 20058  
Dated the 23rd day of November 2020**

### **Preliminary Engineering for Water System Improvements**

This Task Order shall become part of the General Services Agreement between the **Middle Chattahoochee Regional Water & Sewer Authority** ("Client") and Krebs Engineering, Inc. ("Krebs") dated November 23, 2020.

#### **SECTION 1 - PROJECT DESCRIPTION**

The Client will construct, own and operate a new wholesale water system that will include a phased raw water withdrawal, treatment and distribution system to connect with the existing infrastructure of its three member cities, Fairburn, Palmetto and Union City. These improvements will include:

1. Raw Water Intake and Pump Station on the Chattahoochee River
2. Water Treatment Facility – Phase I capacity of 6 million gallons per day (MGD) with later phase for build-out of 13.25 MGD.
3. Distribution System to member cities and water tank storage

The Client received a need letter from Georgia EPD of 13.25 MGD for its 50 year needs. On July 27, 2020 Georgia EPD issued a water withdrawal permit from the Chattahoochee River for an annual average of 7.12 MGD to meet the Client's 10 year needs. Preliminary engineering work to site the general locations of the infrastructure was completed during the permitting process.

The purpose of the Preliminary Engineering work in this Task Order is to develop a conceptual design layout and associated refined project schedule and budget.

#### **SECTION 2 - SCOPE OF SERVICES**

The scope of services to be provided by Krebs shall incorporate hereto the Krebs October 7, 2020 response to the Client's RFP dated September 8, 2020 which shall include but not be exclusive to the following items:

##### **Section 2.1 - Preliminary Engineering Services**

1. Develop sizing and a conceptual layout of all infrastructure including:
  - Raw water intake and pumping station on the Chattahoochee River sufficient to withdraw the permitted limits.
  - Water treatment plant facilities with an initial treatment capacity of 6 MGD.
  - Finished water transmission mains from the water treatment plant to one connection point with each of the member cities. This will include:
    - Preliminary route investigations and route confirmation.
    - Project route maps from GIS data and other publicly available information for use in project planning.

- Preliminary investigation to confirm the route and which side of the road is proposed for the new waterline.
  - Provide preliminary siting location for water storage tank.
2. Develop a cost estimate to design and construct the above-listed infrastructure and estimates for the cost of operation and maintenance of the project
  3. Develop a design/construction schedule to design, acquire property, and construct the above-listed infrastructure.
  4. Develop an assessment of water system staffing and operational needs.
  5. Develop a Preliminary Engineering Report to summarize items 1-4 above and to include the results of the field reconnaissance and other preliminary considerations, and a conceptual route recommendation for review and approval by the Client.
  6. Attend a meeting with the Client to review the Preliminary Engineering Report.
  7. Develop 30% design drawings for permitting and construction of the proposed system in accordance with State of Georgia standards and requirements, as described under Item 2.2 (Deliverables) below.
  8. Develop 30% specifications for permitting and construction of the proposed system in accordance with State of Georgia standards and requirements.

## **Section 2.2 - Deliverables**

1. Preliminary Engineering Report
2. 30% Design Drawings – Krebs will provide 30% design drawings that include the following:
  - Site plans and conceptual plan/section drawings for raw water intake, pump station, and water treatment facilities.
  - Architectural Design Concept – Conceptual floor plan for water treatment facility, admin/lab building, and a rendering of the new building (front elevation view).
  - Piping routes/maps (plan view, using available GIS data) with easement requirements.
  - Water storage tank site plan and elevation/section view (conceptual).
  - Standard construction details.
3. 30% Specifications.

## **SECTION 3 - COMPENSATION**

Compensation paid to Krebs for completing the scope of services included in this Task Order will be the as follows:

### **Section 3.1 - Lump Sum Fee**

A lump sum fee of One Hundred and Ninety-Six Thousand dollars (\$196,000) will be paid to Krebs as compensation for Preliminary Engineering Services described in Sections 2.1 and 2.2.

**SECTION 4 - DESIGNATED REPRESENTATIVES**

**Section 4.1 - Client Representative**

**Section 4.2 - Krebs Representative**

Mark A. Smith, P.E.  
2100 River Haven Drive, Suite 100  
Birmingham, AL 35244  
Office: 205-987-7411  
Cell: 205-612-1078  
Email: mark.smith@krebseng.com

**SECTION 5 - EXECUTION**

This Task Order, including all attachments and addenda, constitutes the entire Task Order between the Client and Krebs, and supersedes all prior written or oral understandings. The Client and Krebs have caused their duly authorized representatives to execute and attest this Task Order effective on the date first written above.

MIDDLE CHATTAHOOCHEE  
REGIONAL WATER & SEWER  
AUTHORITY

ATTESTED

BY:

BY:

\_\_\_\_\_  
Shayla Nealy, Chairperson

KREBS ENGINEERING, INC.  
BY:

ATTESTED  
BY:

\_\_\_\_\_  
Mark A. Smith, P.E.  
Senior Associate

# Middle Chattahoochee Regional Water and Sewer Authority

November 23, 2020

Krebs Engineering  
Mark A. Smith, P.E.  
2100 River Haven Drive, Suite 100  
Birmingham, AL 35244

Re: Letter of Award and Notice to Proceed  
Middle Chattahoochee Regional Water & Sewer Authority – Request for  
Proposals for Preliminary Engineering Services

Dear Mr. Smith:

This letter constitutes confirmation of the Middle Chattahoochee Regional Water & Sewer Authority's (the "Authority") email notification on Wednesday, October 14, 2020 of award to Krebs Engineering of the Preliminary Engineering Services Contract for its direct withdrawal project. This letter also constitutes a Notice to Proceed to you contingent on execution of a Contract for Services between the Authority and Krebs Engineering including the scope and price made part of the September 9, 2020 RFP and Krebs Engineering's October 7, 2020 response.

Please signify your acceptance of this award by executing this letter in the space indicated below.

MIDDLE CHATTAHOOCHEE REGIONAL  
WATER & SEWER AUTHORITY

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Shayla Nealy, Chairperson

KREBS ENGINEERING, INC.  
BY:

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Mark A. Smith, P.E.  
Senior Associate

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Date