



Jackson County Water and Sewerage Authority

Request for Statement of Qualifications (SOQs)
for
On-Demand Consulting Engineering Services

June 20, 2023

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SUMMARY SHEET

1. **Project:** Selection of multiple on-demand consulting firms to perform Professional Engineering, Land Surveying, Materials Testing, Construction Management, Project Administration, and related services on an 'on-demand' basis according to guidelines outlined in the Request for Statement of Qualifications (SOQ).
2. **General Location:** All of Jackson County, Georgia, Generally excluding areas served by certain municipalities, i.e., Jefferson City, Commerce, Braselton, and Nicholson.
3. **Maximum Contract:** The maximum contract varies by project.
4. **Sources for Funding:** As determined by project
5. **Administrator:** Joey P. Leslie, PE SE PLS
Authority Manager
PO Box 869
117 MLK Ave.
Jefferson, GA 30459
Email: jleslie@jcwsa.com
6. **Advertisement Date:** June 20, 2023
7. **Proposal Due-Time:** August 3, 2023 @ 4:00 pm
Place: JCWSA
117 MLK Ave.
Jefferson, GA 30549
8. **Type of SOQ Required:** In strict accordance with the attached guidelines.
9. **Remarks:**
 - Consultants will be selected in accordance with the attached guidelines.
 - Disposition of SOQs: SOQs and scoring become the property of JCWSA, are treated as privileged documents, and will be disposed of according to policies.
 - If determined necessary for final selections, JCWSA may require presentations and/or interviews.
 - JCWSA reserves the right to waive any informality in the SOQs and the right to reject any or all SOQs.

ADVERTISEMENT

REQUEST FOR PROFESSIONAL ENGINEERING AND RELATED SERVICES

The Jackson County Water and Sewerage Authority (JCWSA) is a public body corporate and politic created by the Jackson County Water and Sewerage Authority Act (Georgia Laws 1986, pages 5473 *et seq.*, as amended). JCWSA owns and operates a water and sewerage system that primarily serves the unincorporated areas of Jackson County, Georgia.

JCWSA is seeking the services of qualified consultants to provide Professional Engineering, Land Surveying, Materials Testing, Construction Management, Project Administration, and related services on an 'on-demand' basis according to guidelines outlined in the Request for Statement of Qualifications (SOQ). Consulting firms with specialized disciplines in the areas of Civil Engineering, Electrical Engineering, Geotechnical Engineering, Mechanical Engineering, Land Surveying, Materials/Construction Testing, Environmental Consulting, Landscape Architects (as related to erosion control), and Structural Engineering are all encouraged to submit a SOQ.

Request for SOQs must be emailed directly to jwaters@jcwsa.com. All emails requesting the SOQ shall include the consultant's company name, mailing address, email, office phone, cell phone, and fax number.

Contact with JCWSA related directly to this SOQ is strictly limited. Specific questions about the SOQ must be directed via email only to jwaters@jcwsa.com. Any attempts to send marketing materials, additional company information, phone calls, office visits, etc. will result in a scoring penalty as described in the Request for SOQs document.

All firms submitting qualifications must be properly licensed in the State of Georgia.

The statement deadline is August 3, 2023, at 4:00 pm (local time), unless the deadline is extended in writing via addendum.

JCWSA reserves the right to waive any informality in the SOQs and the right to reject any or all SOQs.

Dated this 20th day of June 2023.

Jackson County Water and Sewerage Authority
Joey P. Leslie, PE SE PLS
Authority Manager

1. Introduction

This Request for SOQ is to acquire qualifications from interested consultants who desire to conduct Professional Engineering and related services for the Jackson County Water and Sewerage Authority (JCWSA). The RFQ will be used to select consultants to perform various engineering work on Authority projects on an on-demand basis.

JCWSA's goal is to develop long-standing professional relationships with outside consulting firms.

2. Scope of Work

Provide the necessary personnel, material, and equipment to successfully perform any combination of Professional Engineering and/or related services on various projects on an as-needed basis as assigned by JCWSA.

3. Consultant Utilization & Administration

- a. JCWSA reserves the right to use its own Engineers on Staff or obtain contracted engineering services on a project-by-project and/or need-by-need basis.
- b. Consultants will have the right to accept or reject project assignments without affecting their standing with the JCWSA and are encouraged to reject a project if they believe themselves to be underqualified or if they feel that a project cannot be completed in a timely fashion.
- c. Consultants can voluntarily remove themselves by notifying the Authority Engineer in writing.

4. Required Personnel Qualifications

The Consultant shall be responsible for ensuring that all personnel proposed under this SOQ are qualified through training, experience, and appropriate certification or licensing for the tasks assigned and shall have a working knowledge of standard practices. The Consultant must complete the form "Proposed personnel to be used on projects," attached as Appendix A to this SOQ, showing the certifications/licenses of the individuals for use on the assigned projects. The completed form must be included in the SOQ but will not count as one of the allowed pages.

5. Assigned Project Required Completion and Acceptance Criteria

The SOQ will make monthly progress payments for work in progress. Consultant shall demonstrate completed work by submitting progress reports and preliminary designs/data. Final payment shall be made after the project has been completed and record/as-built drawings and documentation have been received and accepted by JCWSA as accurate and complete.

6. Project Design Standards

- a. The Consultant shall understand and conform to all JCWSA, Jackson County, State, and Federal Regulations on all assigned projects, including but not limited to:
 - JCWSA Standards
 - AWWA Standards
 - Georgia Environmental Rules 391-1
 - Min. Standards for Public Water Systems (Georgia EPD, March 2021)
 - Jackson County Unified Development Code
 - Structural Codes AISC & ACI
 - International Building Code
 - OSHA Standards
 - Environmental Regulations
 - EPA Requirements
 - Electrical Code
 - GSWCC Requirements
- b. Professional Engineers are strongly encouraged to conform to the ASCE Code of Ethics.
- c. Repeated violations of State or Federal Regulations may be used as cause for consultant removal from the on-demand consultant list.

7. Contract Time

The contract will be established for approximately (3) years, through August 2026, unless terminated by either party in writing.

8. Date of Utilization

The expected selection of consultants will be on August 10, 2023.

9. Required Statement of Qualifications Contents

The Statement from the Consultant should contain the information identified in the attached '*Guidelines for Preparing Statement of Qualifications*'.

10. Statement Deadline

Statements shall be delivered to the office identified below no later than 4:00 pm on August 3, 2023. No Statements will be accepted after the deadline.

11. Number of Statements and Point of Delivery

Four hard copies and one electronic PDF copy of the Statement of Qualifications shall be delivered to the Jackson County Water and Sewerage Authority, with attention Joey Leslie, Authority Manager at 117 MLK Ave., Jefferson, GA 30549.

12. Statement Evaluation Procedures

The Statement of Qualifications shall be evaluated by the appropriate JCWSA officials in accordance with the criteria described in '*Guidelines for Preparing Statement of Qualifications*'.

13. Administrative Responsibility

Jordan Waters, Senior Engineer, will have responsibility for project administration and will be the primary contact for the Consultants.

14. Dispute Resolution

All contracts with consultants shall include dispute resolution language, as shown in Appendix B unless both parties agree to modify the language.

15. Addendums to Request for SOQ Document

Addendums may be issued as needed clarifying or modifying the Request for SOQ document. Addendums (if any) will be emailed to addresses provided by firms requesting SOQ document.

16. Expectations of JCWSA

- 1) Deliver quality engineering deliverables, including detailed reports, drawings, and specifications meeting applicable laws/rules and JCWSA standards and specifications.
- 2) JCWSA hopes to be treated as a high-priority client.
- 3) Consultants must meet deadlines unless extenuating circumstances occur or delays occur outside the consultant's control.
- 4) Upon any project selection consultant, must provide the following to JCWSA: (1) W9 Form, (2) E-Verify Affidavit, and (3) Certificate of insurance forms including General Liability, Workman's Compensation, and Professional Liability (if applicable). Consultants not meeting JCWSA's insurance requirements will be asked to obtain appropriate insurance before entering any agreement.

GUIDELINES FOR PREPARING STATEMENT OF QUALIFICATION (SOQ)

INTRODUCTION

These guidelines were developed to standardize the preparation of statements by Consultants. The purpose of these guidelines is to help assure consistency in format and content of statements that are prepared by Consultants and submitted to JCWSA. This process should reduce the time requirements for the Consultants in preparing a statement and will simplify the review process by JCWSA personnel.

The statement should contain the following information in the order listed:

1. Introductory Letter
2. Consultant Team
3. Capability of the Consultant Firm
4. Understanding of the Scope of Work
5. Schedule Control
6. Familiarity with the JCWSA Water/Sewer System
7. Past performance
8. Proposed Personnel Form
9. Supportive Information
10. Insurance Information

Submittals must be clear and concise in the recommended format so JCWSA can evaluate them in an objective manner.

RECOMMENDED DETAILS & EVALUATION CRITERIA

1. Introductory Letter – The introductory letter should be addressed to:

Shipping Address:
Joey P. Leslie, PE SE PLS
Authority Manager
117 MLK Ave.,
Jefferson, GA 30549

This letter should contain an expression of the Consultant's interest in the work, a brief statement regarding the qualifications of the Consultant to do the work, and any summary information on the Consultant that may be useful or informative to the Authority.

No evaluation points are assigned to this section.

2. Consultant Team – The evaluation will consider the qualifications and experience of the consultant team. Include resumes of team members in this section.
- Identify the key individuals, including their qualifications, educational experience, and field experience related to their involvement as part of the project team. Include experience on similar or related projects for similar clients.
 - Briefly describe each team member's capability to perform the work and express the expected amount of involvement and time commitment, in percentages, for key individuals.
 - Express all types of work that can be expected to be sub-contracted and list sub-consultants to be utilized. Include mark-up, applied as a percentage, which will be added to all sub-consultant's invoices.
 - Give details on any previous experience for JCWSA or in Jackson County.

A maximum of 15 points are available for Section 2 above.

3. Capability of the Consultant Firm – The evaluation will consider the Consultant's capability to perform the work including internal quality and cost control procedures.
- Describe the consultant firm's capability to perform the work
 - List types, locations, and size (dollar amounts) of similar work performed in the last five (5) years that best characterize your quality and cost control. Explain your function or project involvement (prime consultant, sub-consultant, project manager, technical support, etc.).
 - Give names and phone numbers for references
 - Explain internal policies and procedures related to work quality and cost control
 - Address resources, including equipment, management and organizational capabilities currently available for performing the work.

A maximum of 20 points are available for this section.

4. Understanding of the Project – The evaluation will be based on your demonstrated knowledge of the required work.
- Describe your basic understanding of the requested consultant services based on:
 1. Information available in the RFQ
 2. Previous similar work experience
 - Explain how your services will be set-up to provide necessary management to meet project objectives.
 - Explain how regulations will apply to the work.

A maximum of 5 points are available for this section.

5. Schedule Control – The evaluation will be based on the internal measures used to ensure timely completion along with demonstrated schedule control reputation.

- Identify internal methods that will be used for schedule control and describe priority of meeting deadlines.
- List current references that can confirm consultant's ability for timely project completion.
- Describe methods of progress reporting which can be expected by JCWSA during periods work is being performed.

A maximum of 15 points are available in this section.

6. Familiarity with the JCWSA Water/Sewer System – The evaluation will be based on Consultant's previous experience and familiarity with the Authority's facilities.

- List previous projects and experience on JCWSA projects.
- Describe familiarity and/or experience with JCWSA Standards and Guidelines

A maximum of 10 points are available for this section

7. Past Performance – Provide a list of similar water/sewer agencies or municipalities, including JCWSA, where you have provided similar services as outlined in the SOQ. Give names and phone numbers of two (2) references who are most similar in nature to JCWSA.

A maximum of 15 points are available for this section

8. Proposed Personnel Form –

- Include the completed proposed personnel form (Appendix A).
- Express expected priority that JCWSA projects will be given in relationship to the other consultant projects. Express availability at time of need.
- List all current clients in Jackson County and all adjoining counties.

A maximum of 10 points are available in this section.

9. Supportive Information –

- Include graphs, charts, example drawings, photos, etc., at your discretion.
- Limit supportive information to five (5) pages maximum.

*A maximum of **10** points are available in this section.*

10. Insurance Information –

- Include a statement of all applicable insurance limits including, but not limited to, workman's compensation, general liability, and professional liability.

No evaluation points are assigned to this section.

SUMMARY

The Statement of Qualifications should be clear and concise, and it should provide JCWSA with an understanding of the Consultant's ability to undertake and complete projects in a thorough and timely manner, Sections 1 through 10 listed above shall not exceed twenty-five (25) pages. The form given in Appendix "A" and Insurance Information (Section 11) shall not apply to the twenty-five (25) page limit, and additional pages can be included (for these sections only) if necessary, to list the required information.

A page is defined as an 8 ½" x 11" sheet. Pages sized 11" x 17" may also be included but will count as two pages. SOQ cover sheet and the final blank binding sheet will not count toward the page limit. Any typed text must be a minimum of 10-point font.

Any Statement that exceeds the page limit will receive a three (3)-point penalty per page over the limit of twenty-five (25) pages.

Any attempts to send marketing materials, additional company information, phone calls, office visits, gift, etc., related directly to this SOQ will result in a scoring penalty of 15 points.

A maximum total of 100 points are available for the Statement of Qualifications.

APPENDIX A

PROPOSED PERSONNEL TO BE USED ON PROJECTS

THIS FORM MUST BE RESUBMITTED ANNUALLY TO JCWSA AND UPON ANY CHANGES OF PERSONNEL.

Name	Certification or License Description	Certification or License Number

List all current clients in Jackson County and adjoining counties:

APPENDIX B

TYPICAL DISPUTE RESOLUTION LANGUAGE

9.1 Conflict Resolution

- A. Mediation-In an effort to resolve any conflicts that arise during the Project or following the completing of the Project, the Owner and the Consultant agree that all disputes between them arising during the term of this Agreement or the Project shall be submitted to nonbinding mediation.

The owner and the Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for conflict resolution among the parties to all those agreements.

- B. Arbitration - In the event the parties to this Agreement are unable to reach a settlement of any conflict involving an amount of less than \$200,000.00, arising during the term of this Agreement or related to the services under this agreement, in accordance with Paragraph A (Mediation), then such conflicts shall be settled by binding arbitration in accordance with the rules of the Construction Industry Arbitration Rules of the American Arbitration Association effective at the Effective Date of the Agreement, subject to the limitations and restrictions stated in Paragraphs 9.1B.1, 9.1.B.2, 9.1.B.3 and 9.1.B.4 below.

1. Notice of the demand for arbitration must be filed in writing with the other party to the Agreement with the American Arbitration Association. The demand must be made within a reasonable time after the Conflict has arisen. In no event may the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such Conflict would be barred by the applicable statute of limitations.
2. All demands for arbitration and all answering statements thereto which include any monetary claims must contain a statement that the total sum or value in controversy as alleged by the party making such demand or answering statement in not more than \$200,000 exclusive of interest and costs. The arbitrators will not have jurisdiction, power, or authority to consider, or make findings (except in denial of their own jurisdiction) concerning any Conflict if the amount in controversy in such Conflict is more than \$200,000 (exclusive of interest and costs), or to render a monetary award in response thereto against any party which totals more than \$200,000 (exclusive of interest and costs).
3. The award rendered by the arbitrators will be final, and judgment may be entered upon it in any court having jurisdiction thereof.

4. If a Conflict in question between Owner and Consultant involves the work of a Contractor, subcontractor, or consultants to the Owner or Consultant (each a "Joinable Party"), either Owner or Consultant may join each Joinable Party as a party to the arbitration between Owner and Consultant hereunder, and Consultant or Owner, as appropriate, shall include in each contract with each such Joinable Party a specific provision whereby such Joinable Party consents to being joined in an arbitration between Owner and Consultant involving the work of such Joinable Party. Nothing in this paragraph 9.1.B.4 nor in the provision of such contract consenting to joiner shall create any claim, right, or cause of action in favor of the Joinable Party and against Owner or Consultant that does not otherwise exist.

- C. Any litigation of a dispute arising during the term of this Agreement or arising as a result of services rendered by Consultant under this Agreement and involving an amount in excess of \$200,000 (exclusive of interest and costs), shall be conducted in the appropriate court of law. Any claims brought against the Owner shall be filed in the Superior Court of Jackson County, subject to the applicable choice of law and subject matter jurisdiction requirements. Additionally, the mandatory mediation requirements of Paragraph 9.1.A shall apply, though such mediation may be had after the filing of any lawsuit.

9.2 Ownership Rights - Drawings, specifications and any other documents prepared by the Consultant shall become and remain the property of the Owner whether the Agreement for which they are made is built or not upon payment by the Owner for the Consultant's Services. Any re-use of such documents and instruments without the written Agreement of the Consultant will be at the Owner's sole risk and without liability or legal exposure to the Consultant. The Consultant shall be permitted to retain copies including reproducible copies of drawings and specifications for information and reference. The Consultant shall retain its statutory and common law copyright in the documents to the extent that the documents would be used with any construction, Agreement, resale of the documents, or other use not directly related to this Agreement. The Owner's rights to use the documents in a manner related to this Agreement, including any modifications, alterations, repairs, additions, renovations or expansions of the Agreement is unlimited. The Owner shall have no right to use the documents for any construction not related to this Agreement or to resell the documents to a third party. If CADD technology is used by the Consultant in connection with this Agreement, Consultant shall retain all right, title and interest in the CADD programs in such portions of electronic tapes, discs, and databases related to the CADD program and technology, but shall not be the owner of any drawings as stored or reproduced by said CADD technology. If Owner wishes to obtain a copy of any electronic media containing portions of the Consultant's copyrighted databases pertaining to this Agreement, then Consultant shall prepare electronic media and deliver same to Owner. Consultant shall grant Owner limited license to make a derivative work of the database for the purpose of recreating and producing copies of the plans and any other construction drawings or information contained on the disk. Owner shall not reproduce or distribute or use the disk except as agreed. Owner's rights to use the data for creating copies of the plans and drawings and other documents owned by the Owner is unlimited.