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**Board of Commissioners
 Agenda Item Transmittal Form
 Procurement/Contract Transmittal Form**

Type of contract: 1 year Multi-year Single Event **Contract #: C-2024-**
BOC Approval Date:

Submission Information	Vendor Information
Contact Name: Brian A. Kelley Department: Rockdale County Department of Transportation Project Title: Courtesy Parkway Extension Materials and Testing Services - PI# 0006934 <i>RFP 24-16</i> Funding Account Number: SPLOST 422 541405 327-4100-521200-41 <i>1/2</i> Contract amount: \$240,017 Contract Type: Goods () Services (X) Labor () Contract Action: New (X) Renewal () Change Order () Original Contract Number: C-2024-	Vendor Name: WSP USA Environmental & Infrastructure, Inc. Address: 1075 Big Shanty Rd, NW, Suite 100 Address: Kennesaw, GA 30144 Email: Richard.douds@wsp.com Phone #: 770-308-1736 Contact: Richard Douds Term of contract: 720 days

Finance Director Signature	Procurement Manager Signature
I have reviewed the attached contract, and the amount is approved for processing. Signature: <i>Nick Lopez</i> Date: 12/9/2024	I have reviewed the attached contract, and it is in compliance with Purchasing Policies of Rockdale County. Signature: <i>Jim Malone</i> Date: 12/9/24 <i>Req. provided</i>

Detailed Summary of Contract:
 This contract covers the materials and testing services required for the construction of the Courtesy Parkway Extension Project, covering 720 days from notice to proceed.

Department Head/Elected Official Signature: B. Kelley **Date:** 12/6/24

2024-661

PROFESSIONAL SERVICES AGREEMENT FOR CONSTRUCTION
MANAGEMENT & MATERIALS TESTING

THIS IS AN AGREEMENT entered into on this ____ day of _____, 2024, between ROCKDALE COUNTY, GEORGIA, a political subdivision of the State of Georgia, whose address is 962 Milstead Avenue, Conyers, Georgia 30012, (hereinafter referred to as the "Owner/County") and WSP USA ENVIRONMENT & INFRASTRUCTURE, INC., a Nevada corporation, whose address is 1075 Big Shanty Rd., NW, Suite 100, Kennesaw, GA 30144, (hereinafter referred to as "Engineer/Consultant").

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

Name of Project: **CONSTRUCTION MANAGEMENT AND MATERIALS
TESTING SERVICES FOR COURTESY PARKWAY
EXTENSION PROJECT, RFP 24-16**

Description of Project: The project will include construction management and materials testing services of construction activities for Courtesy Parkway Extension Project, P.I. No. 0006934. The project was designed by Rockdale County and a construction contractor has been selected for the project. ENGINEER will provide services during construction.

SECTION 1 – PROJECT ENGINEERING SERVICES

1.1. Description. PROJECT ENGINEERING SERVICES include those services normally associated with engineering services for a construction project, which will include serving as OWNER's professional engineering representative for the Project. PROJECT ENGINEERING SERVICES will include, but not be limited to the following.

1.2. Preliminary Design Phase. This phase has been completed by OWNER and is not included in this agreement.

1.3. Design Phase. This phase has been completed by OWNER and is not included in this agreement.

1.4. Bidding Phase. This phase has been completed by OWNER and is not included in this agreement.

1.5. Construction Phase Services.

1.5.1. Serve as the OWNER's representative with duties and limitations of responsibility and authority as stated in the General Conditions of the construction Contract Documents. Except as mutually agreed by the parties for any particular project, the STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT by Engineers Joint Contract Documents Committee (EJCDC No. 1910-8), shall be used.

1.5.2. Visit the site at intervals appropriate to the various stages of construction to observe progress and quality of the Contractor's work, and keep OWNER informed of same.

1.5.3. Issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare work directive changes and change orders as required.

1.5.4. Review Shop Drawings, samples and other data which Contractor is required to submit in accordance with contract documents.

1.5.5. Review Contractor's applications for periodic payment to verify that amounts requested by the Contractor agree with actual progress of the work.

1.5.6. Conduct contract closeout procedures including an observation visit to determine if the work is substantially complete in accordance with contract documents. ENGINEER shall furnish OWNER with one copy of equipment data, maintenance manuals and other documents supplied pursuant to the construction Contract Documents, and three sets of record drawings for the Project.

1.6. Construction Observation. ENGINEER shall provide the following services:

1.6.1. The ENGINEER will furnish a Field Representative to assist ENGINEER and to provide observation of the Contractor's work on a scheduled basis as may be agreed upon with OWNER. Based on information obtained during such observations ENGINEER shall endeavor to determine if such work is proceeding in accordance with the Contract Documents.

1.6.2. Duties of the Field Representatives (FR) will include:

- a. Conduct on-site observations of the work in progress and report to ENGINEER whenever FR believes any work is unsatisfactory, defective or does not conform to the Contract Documents.
- b. Serve as ENGINEER's liaison with Contractor.
- c. Keep a log of matters pertaining to the construction work.
- d. Measure and record quantities of items where the Contractor is paid based on in-place measurements. Review construction pay requests and make recommendations to ENGINEER as to acceptability of same.

SECTION 2 – ADDITIONAL SERVICES

2.1. The services listed in this Section 2 are not normally covered in the fee for Project Engineering Services. If authorized by the OWNER, ENGINEER will provide or coordinate with others to provide these services and payment will be made in accordance with mutually agreeable terms. Examples of Additional Services are:

- a. Services of geotechnical engineers (relating to soil borings, laboratory testing, foundation inspections, material testing, etc.).
- b. Property surveys, preparation of plats, deed research, acquisition of property.
- c. Procurement of any state or federal permits.
- d. Any duties related to monitoring of stormwater runoff.
- e. Extensions of construction time.
- f. Services resulting from changes in scope of the Project or revision of previously accepted concepts, reports, design documents or Contract Documents.

SECTION 3 – PAYMENTS TO ENGINEER

3.1 For ENGINEERING SERVICES as outlined in Sections 1 and 2, OWNER shall pay ENGINEER a fee computed by multiplying each labor category's hours actually worked by the rate shown in the Hourly Rate Table attached herein.

3.2 The estimated Not-to-Exceed budget for providing construction administration and for construction management and materials testing services for Courtesy Parkway Extension Project is Two Hundred Forty Thousand, Seventeen Dollars and Zero Cents (\$240,017.00), as shown on the Proposal Form attached herein. ~~ENGINEER will not exceed these estimated costs without prior approval by OWNER.~~

3.3. ENGINEER shall submit monthly invoices to OWNER in summary form suitable to OWNER. OWNER shall make payment to ENGINEER within thirty days from receipt of invoice.

SECTION 4 – OWNER'S RESPONSIBILITIES

4.1. Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.

4.2. Assist ENGINEER by placing at his disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

4.3. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services.

4.4. Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

4.5. Designate in writing a person (or persons) to act as OWNER's representative(s) with respect to the services to be rendered under this Agreement. Such person(s) shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements and systems pertinent to ENGINEER's services.

SECTION 5 – ENGINEER'S RESPONSIBILITIES

5.1. Standard of Professional Services. The Engineer by the execution of this Agreement contracts that he is possessed of that degree of care, learning, skill and ability which is ordinarily possessed by other members of his profession and further contracts that in the performance of the duties herein set forth he will exercise such degree of care, learning, skill and ability as is ordinarily employed by professional engineers licensed to practice in the State of Georgia under similar conditions and like circumstances and shall not be liable except for failure to exercise such degree of care, learning, skill and ability.

5.2. Professional Liability Insurance. Simultaneous with the execution of this contract, and prior to the provision of any professional services by the Engineer, and during the entire term of this Agreement, including future renewals thereof, the Engineer shall maintain in full force and effect a certificate of professional liability insurance from a company authorized to do business in the State of Georgia in limit of \$1,000,000 aggregate. If, in the opinion of the Owner, additional coverage is warranted by the size or complexity of a project, the Engineer will apply for such additional coverage and the cost of such coverage will be reimbursed in accordance with mutually agreeable terms.

5.3. Authorized Representative. ENGINEER shall designate in writing a person (or persons) to act as ENGINEER's representative(s) with respect to the services to be rendered under this Agreement. Such person(s) shall have complete authority to transmit instructions, receive information, interpret and define ENGINEER's policies and decisions with respect to materials, equipment, elements and systems pertinent to this Agreement.

SECTION 6 – GENERAL CONSIDERATIONS

6.1. Commencement. This Agreement will take effect upon delivery of executed Agreement to both parties.

6.2. Term and Termination of Agreement. This Agreement shall become effective on _____, 2024, and shall remain in full force and for a period of 720 days from the effective date. Either party, upon giving 30 days written notice, may terminate this Agreement at any time without cause. Termination of this Agreement by either party shall not impair or affect whatever rights, including payment for services performed prior to termination, either party may have under this Agreement.

6.3. Successors and Assigns. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators, assigns and legal representatives of each are bound, to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement. Neither OWNER nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER and ENGINEER.

6.4. Limitations of Responsibility. Nothing herein shall be construed as making the ENGINEER responsible for supervising or directing the work of the OWNER, Contractors, Subcontractors, or others furnishing work related to the Project. Nor shall ENGINEER have authority over means, methods, techniques or procedures of construction, or for safety precautions incident to the work of the OWNER, Contractors, Subcontractors or others, or for any failure of same to comply with laws, rules or regulations. ENGINEER cannot guarantee the performance of work by Contractors nor assume responsibility for Contractor's failure to perform in accordance with Contract Documents.

6.5. Re-use of Documents. All documents including Drawings and Specifications prepared by ENGINEER pursuant to this Agreement are instruments of service in respect of the Project. They are not intended or represented to be suitable for re-use by OWNER or others on extensions of the Project or on any other project.

6.6. Controlling Law. This Agreement is to be governed by the laws of the State of Georgia. It is further agreed that any legal action between the OWNER and the ENGINEER arising out of

this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of Georgia.

6.7. Severability and Reformation. Any provision or part thereof of this Agreement held to be void or unenforceable under any law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

6.8. Estimates or Opinions of Construction Costs. ENGINEER's estimates or opinions of construction cost are made on the basis of ENGINEER's experience and comparisons with similar projects and information obtained from others. Since ENGINEER has no control over construction costs, competition or other market fluctuations, ENGINEER makes no guarantee as to the accuracy of estimates of construction cost.

6.9 Mediation. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the OWNER and the ENGINEER agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the parties mutually agree otherwise, prior to initiating legal action.

6.10. Attorneys' Fees. In the event that mediation is unsuccessful, and litigation ensues, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees and other related expenses.

6.11. Notice. Any notice or other communication required or permitted to be given under this Agreement must be in writing and must be mailed by overnight delivery or certified mail, postage prepaid, so that the notifying party can prove delivery of notice and the date thereof, and addressed as follows:

To the Owner:

Rockdale County Finance Department
Purchasing Division
Attn: Tina Malone

P.O. Box 289

Conyers, GA 30012

Phone 770-278-7552

Tina.Malone@RockdaleCountyga.gov

To the Engineer:

WSP USA Environment & Infrastructure, Inc.

Attn: Richard Douds

1075 Big Shanty Rd., NW, Suite 100

Kennesaw, GA 30144

Phone: 770-308-1736

Email: Richard.douds@wsp.com

The addresses stated in this paragraph may be changed by the respective parties upon a documented notice delivered in advance, pursuant to this paragraph.

6.12. Mutual Release/Indemnification. Each party hereby agrees to indemnify and hold harmless the other party from any form of action, lawsuit or claim brought by or on behalf of the indemnifying party's employees, agents or invitees and related in any way to Product/Equipment/Services supplied by Engineer/Consultant under this Agreement. Each party expressly agrees that the obligation of indemnity under this Paragraph extends to an action, lawsuit or claim alleging negligence of the indemnitee.

6.13. This Agreement constitutes the entire Agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings between them in respect of the subject matter covered hereby.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER:

ENGINEER:

ROCKDALE COUNTY, GEORGIA

WSP USA ENVIRONMENT &
INFRASTRUCTURE, INC.

Osborn Nesbitt, Sr., Chairman

Name & Title (Typed or Printed)

Attest:

Attest:

Jennifer Rutledge, Executive Director/
County Clerk

Approved as to Form:

M. Qader A. Baig, County Attorney

