



ENGINEERING SERVICES COMMITTEE MEETING AGENDA

Commission Chamber
Tuesday, May 12, 2026
1:15 PM

ENGINEERING SERVICES

- 1.** Approve Georgia Department of Transportation (GDOT) option of 1.038 acres Temporary Easements request from the Augusta, GA owned parcel/Augusta Levee for Bridge on SR 4 (US 25 BU) over Savannah River Project (PI#0013927). Temporary Easements boundaries depicted at attached GDOT Preliminary Right of Way Map dated 04/23/24 sheets 60-0004, 60-0010, and described at sheet 60-0013 (Parcel 003). /AE
- 2.** Emergency procurement purchase of 2- tanks for Sodium Hypochlorite Storage from Carl Eric Johnson.
- 3.** Approve the purchase through a sole source procurement for the Wavetronix radar traffic detection and Traffic Intelligent Transportation System (ITS) equipment for Augusta Engineering- Traffic ITS Program. Also, approve funds in the amount of 42,436.68. /AE
- 4.** Approve and authorize Augusta Engineering (AE) to submit, accept and receive Georgia Department of Transportation (GDOT) Financial Assistance from GDOT Local Road Assistance Administration (LRA) Funds through Local Maintenance and Improvement Grant (LMIG) FY2026 Supplemental for Road Improvements & maintenance Construction. Also authorize Augusta Mayor to sign GDOT E-Verify affidavit and LMIG Submittal Cover Letter as need arises. /AE
- 5.** Approve funding (SA2) to Cranston LLC (Cranston) in the amount of \$10,000.00 for the Jones Street Roadway & Alley Improvements Project Construction Phase Services (CEI). AE/ RFQ 24-162 – 24ENG247
- 6.** Approve revision to funds allocation of Construction Contract to JHC Corporation in the amount of \$1,395,854.70 for James Brown Blvd. (Twiggs to Laney Walker Blvd.) Improvements Project (PI# 0013707) for additional road paving & associated construction. Also, authorize and approve reallocating Engineering SPLOST Recaptured amount of \$660,524.00 from James Brown Blvd Project (PI#0013707) to Engineering SPLOST Itemized as ADA Sidewalks (\$54,317), On-Call Construction (\$150,000), Sidewalks (\$106,207), & Resurfacing (\$350,000). AE/Bid #23-173
- 7.** Approve Johnson, Laschober & Associates, P.C. to provide engineering services for the Utilities Department's Fort Gordon Cyber Park Utilities. (RFQ 24-132)
- 8.** Approve revision to funds allocation of Construction Contract to E R Snell Contractor, Inc. (ER Snell) in the amount of \$5,027,990.71 for Wheeler Road (CR601) from I-20 to Augusta West Parkway (CR84) Improvements Project (PI# 0012867). Also authorize and approve

reallocating Engineering SPLOST Recaptured amount of \$1,000,000 from Wheeler Rd Project (PI#0012867) to Engineering SPLOST-Traffic Safety & Operation. AE / Bid 24-213

- 9.** Approve entering into an agreement with CSX Transportation, Inc. stating that Augusta, GA will pay for the Preliminary Engineering and Review for the Laney Walker/RA Dent and Wrightsboro Rd/RA Dent Intersections Safety and Operational Improvements Projects in accordance with the estimate \$72,000.00. Also, approve the Agreement & associated documents to be executed by the Augusta, GA Legal Counsel and the Mayor. /AE
- 10.** Approve Railroad Coordination Agreement supplement funds to Norfolk Southern Railway Company (NFS) in amount of \$41,726.00 in accordance with the NFS Force Account estimate supplement for Transportation Investment Act (TIA) Projects, Telfair Street (PI0011409) & 6th Street (PI0011421) Improvements Construction. / AE
- 11.** Consider Service Performance Damage Waiver Request by Augusta Residential Waste Collection & Disposal contractor, Coastal Waste & Recycling, covering initial Ninety (90) days period. RFP 25-900A/AE
- 12.** Motion to Approve Sole Source Service of #7 RWPS Diesel Repair to W.W. Williams in the amount \$83,160.90
- 13.** Approve proposal to amend the current Professional Services Contract with Ardurra Group, Inc. for engineering design, bid phase, and construction administration services for the repair of Highland Avenue Water Treatment Plant East Filter Building roof to include engineering design, and construction administration services for repair of the Highland Avenue Water Treatment Plant Fort Gordon Pump Station roof and West Filter Building roof in the amount of \$43,000.00 via change order. (26AUA031)
- 14.** Approve proposal to enter an Engineering Services Contract with Kleinschmidt Associates to provide engineering and professional services for the Federal Energy Regulatory Commission's (FERC) required stability analyses of the Augusta Canal embankments and various structures in the amount of \$387,600.00. Kleinschmidt Assoc. is a prequalified vendor from RFQ 24-132.
- 15.** Authorize the acquisition of a Right of Way and Permanent Easement involving property located at 2664 Willis Foreman Road (Parcel 178- 0-071-00-0) and 2678 Willis Foreman Road (Parcel 178-0-001-01-0) for the Willis Foreman Road Improvement project.
- 16.** Authorize Funding for VacCon final lease Payment to Kanas State Bank in the amount of \$261,070.12 . (ITB 20-261)
- 17.** Motion to approve a proposal to enter an Engineering Services Contract with Johnson, Laschober, & Associates, PC (JLA) to provide engineering services for the abandonment of the existing Mayo Road Pump Station and realignment of sanitary sewer in this area in the amount of \$61,900.00. (RFQ 24-132)
- 18.** Motion to approve the minutes of the April 28, 2026 Engineering Services Committee Meeting.



Engineering Services Committee Meeting

Meeting Date: April 28, 2026

GDOT Request-Option of Temporary Easements

GDOT Project PI# 0013927 SR4/US25 @ Savannah River Bridge

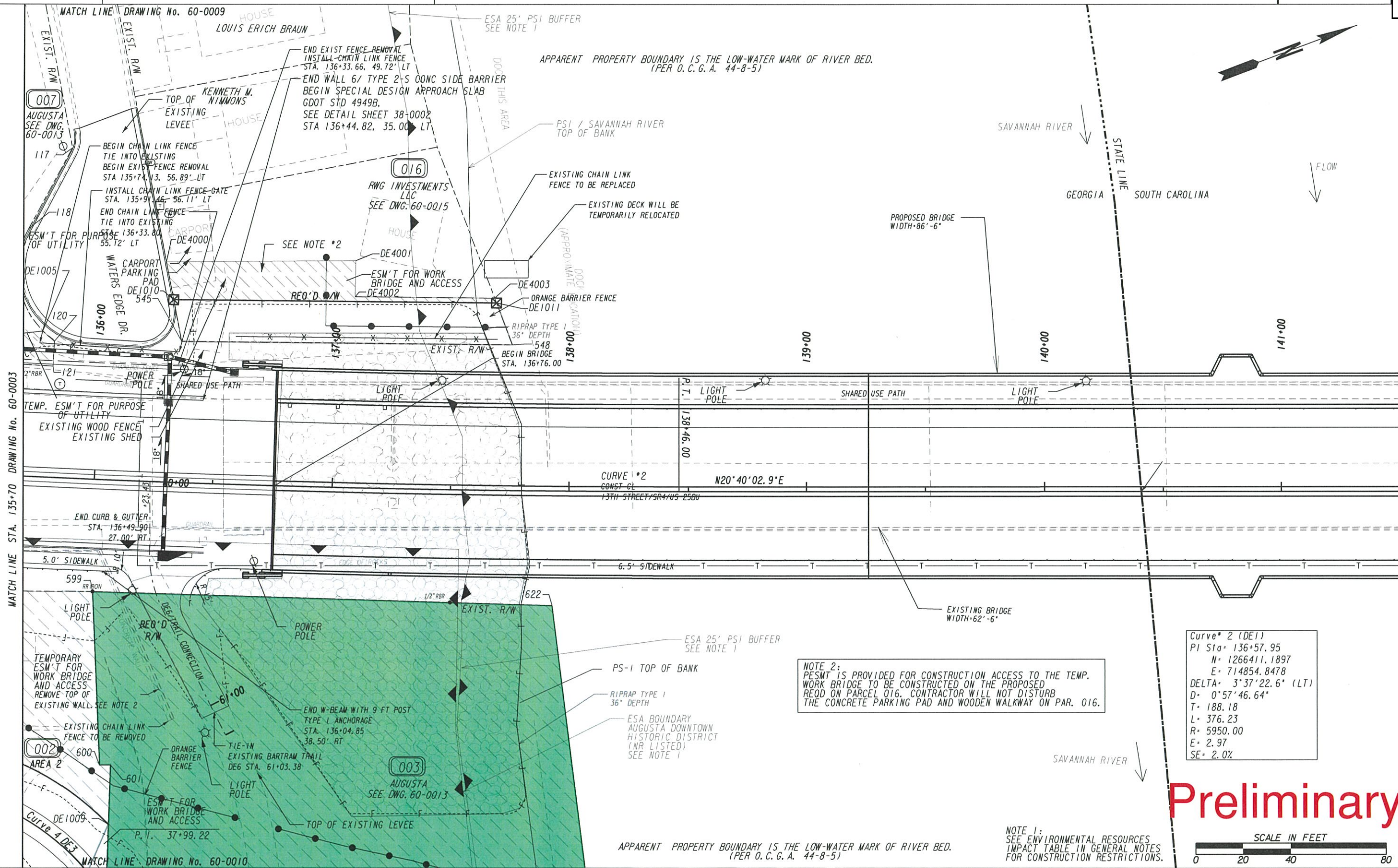
File Reference: 26 – 014(A)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve Georgia Department of Transportation (GDOT) option of 1.038 acres Temporary Easements request from the Augusta, GA owned parcel/Augusta Levee for Bridge on SR 4 (US 25 BU) over Savannah River Project (PI#0013927). Temporary Easements boundaries depicted at attached GDOT Preliminary Right of Way Map dated 04/23/24 sheets 60-0004, 60-0010, and described at sheet 60-0013 (Parcel 003). /AE
Background:	The Bridge on SR 4 (US 25 BU) over Savannah River was built in 1939 and widened in 1991. This bridge was designed using a H-20 vehicle, which is below current design standards. A structural analysis of this bridge shows a lower than expected load carrying capacity. The overall condition of this bridge would be classified as fair. Due to the age of the structure, the structural capacity being below current standards, replacement of this bridge is recommended. Trail & pedestrian connectivity, and aesthetic items were requested to be included in this project by local stakeholders, Augusta, Georgia, and North Augusta City during the targeted stakeholder engagement. Based on the local stakeholder's request, the design team has included provision of connectivity between existing trails within the project. It is a GDOT managed project. Current construction let date is 12/15/2027 and construction estimated cost is \$68.4 million.
Analysis:	Requested temporary easements is essential for completion of this project. Granting temporary easements needed for the bridge and its multi model use enhancement. Completion of the project will greatly improve traffic safety, walkability and connectivity of recreational features on both sides of Savannah River. The Granted Temporary easements end with completion and acceptance of the project.
Financial Impact:	None anticipated
Alternatives:	No alternate proposed
Recommendation:	Approve Georgia Department of Transportation (GDOT) option of 1.038 acres Temporary Easements request from the Augusta, GA owned

parcel/Augusta Levee for Bridge on SR 4 (US 25 BU) over Savannah R Item 1.
Project (PI#0013927). Temporary Easements boundaries depicted at attached
GDOT Preliminary Right of Way Map dated 04/23/24 sheets 60-0004, 60-
0010 and described at sheet 60-0013 (Parcel 003). /AE

Funds are available in N/A
the following accounts:

REVIEWED AND HM/sr
APPROVED BY:



MATCH LINE STA. 135+70 DRAWING No. 60-0003

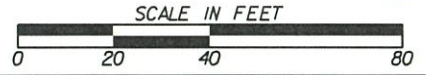
MATCH LINE STA. 141+50 DRAWING No. 60-0005

Curve* 2 (DE1)
 PI Sta* 136+57.95
 N= 1266411.1897
 E= 714854.8478
 DELTA= 3°37'22.6" (LT)
 D= 0°57'46.64"
 T= 188.18
 L= 376.23
 R= 5950.00
 E= 2.97
 SE= 2.0%

NOTE 2:
 PESMT IS PROVIDED FOR CONSTRUCTION ACCESS TO THE TEMP.
 WORK BRIDGE TO BE CONSTRUCTED ON THE PROPOSED
 REQ'D ON PARCEL 016. CONTRACTOR WILL NOT DISTURB
 THE CONCRETE PARKING PAD AND WOODEN WALKWAY ON PAR. 016.

NOTE 1:
 SEE ENVIRONMENTAL RESOURCES
 IMPACT TABLE IN GENERAL NOTES
 FOR CONSTRUCTION RESTRICTIONS.

Preliminary



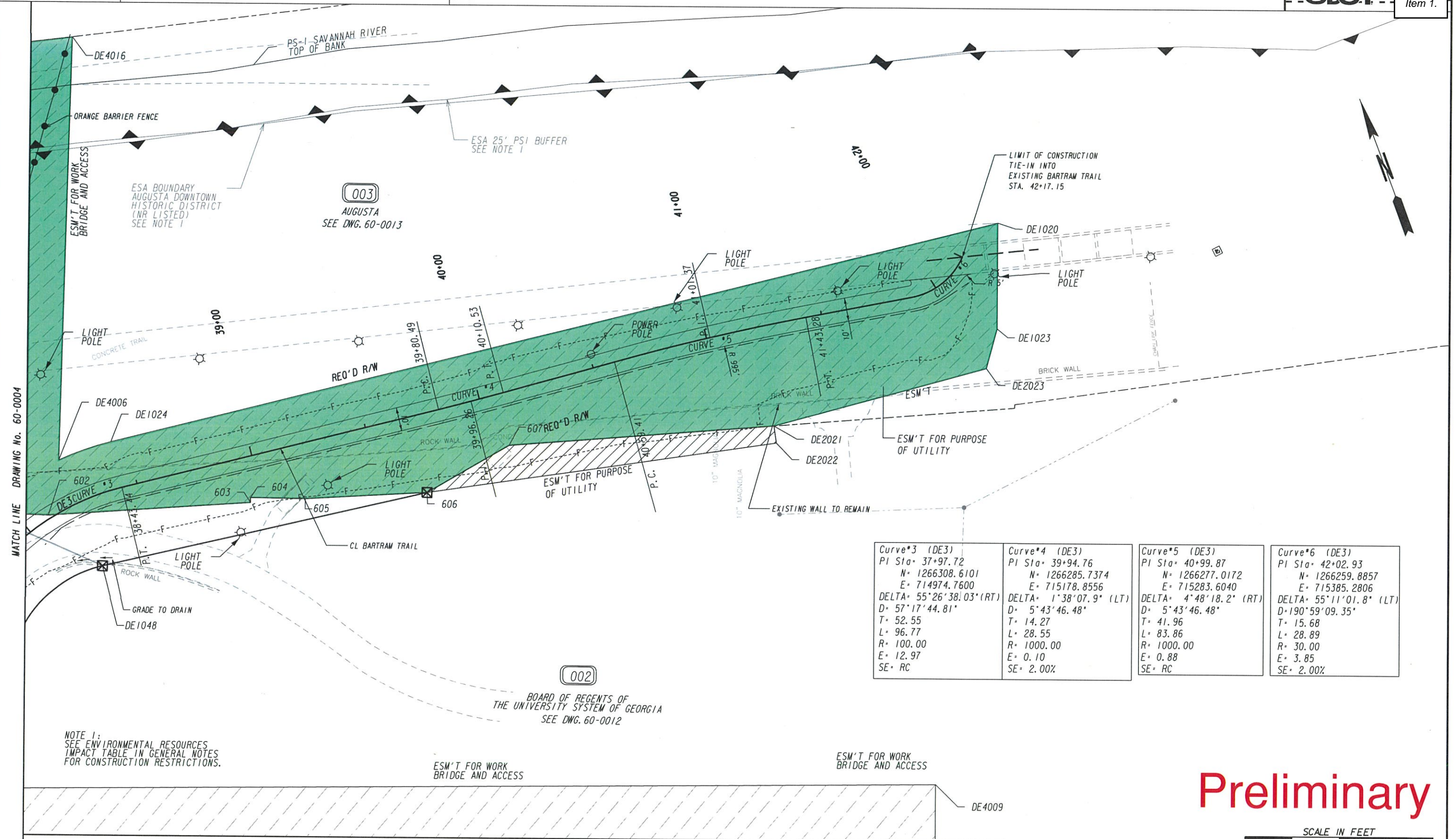
PROPERTY AND EXISTING R/W LINE	---
REQUIRED R/W LINE	---
CONSTRUCTION LIMITS	---
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES	---
EASEMENT FOR CONSTR OF SLOPES	---
EASEMENT FOR CONSTR OF DRIVES	---

BEGIN LIMIT OF ACCESS.....BLA	---
END LIMIT OF ACCESS.....ELA	---
EXISTING LIMIT OF ACCESS	---
REQ'D LIMIT OF ACCESS	---
EXISTING LIMIT OF ACCESS & R/W	---
REQ'D LIMIT OF ACCESS & R/W	---
ORANGE BARRIER FENCE	---
ESA - ENV. SENSITIVE AREA	---

DATE	REVISIONS	DATE	REVISIONS
5-05-25	ADDED NOTE #2 TO PARCEL 016		
6-27-25	PAR 007 REMOVED REQ'D, ADDED TESMT.		
	PAR 003 REMOVED PESMT & REQ'D, REVISED TESMT.		
12-19-25	PAR 002 REVISED REQ'D R/W		
1-29-26	PAR 002 REMOVED TESMT, ADDED PESMT		
3-25-26	PAR 002 REMOVED PESMT, ADDED TESMT		

STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION	
RIGHT OF WAY MAP	
PROJECT NO: N/A	COUNTY: RICHMOND(GA); AIKEN(SC)
LAND LOT NO: N/A	LAND DISTRICT: 12(GA); 2(SC)
GWD 600	DATE 04/23/24 SH 4 OF 15

DRAWING No. 5
 60-0004

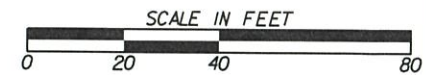


Curve*3 (DE3) PI Sta= 37+97.72 N= 1266308.6101 E= 714974.7600 DELTA= 55°26'38.03"(RT) D= 57°17'44.81" T= 52.55 L= 96.77 R= 100.00 E= 12.97 SE= RC	Curve*4 (DE3) PI Sta= 39+94.76 N= 1266285.7374 E= 715178.8556 DELTA= 1°38'07.9"(LT) D= 5°43'46.48" T= 14.27 L= 28.55 R= 1000.00 E= 0.10 SE= 2.00%	Curve*5 (DE3) PI Sta= 40+99.87 N= 1266277.0172 E= 715283.6040 DELTA= 4°48'18.2"(RT) D= 5°43'46.48" T= 41.96 L= 83.86 R= 1000.00 E= 0.88 SE= RC	Curve*6 (DE3) PI Sta= 42+02.93 N= 1266259.8857 E= 715385.2806 DELTA= 55°11'01.8"(LT) D= 190°59'09.35" T= 15.68 L= 28.89 R= 30.00 E= 3.85 SE= 2.00%
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NOTE 1:
SEE ENVIRONMENTAL RESOURCES
IMPACT TABLE IN GENERAL NOTES
FOR CONSTRUCTION RESTRICTIONS.

002
BOARD OF REGENTS OF
THE UNIVERSITY SYSTEM OF GEORGIA
SEE DWG. 60-0012

Preliminary



PROPERTY AND EXISTING R/W LINE	---
REQUIRED R/W LINE	---
CONSTRUCTION LIMITS	---
EASEMENT FOR CONSTR	---
& MAINTENANCE OF SLOPES	---
EASEMENT FOR CONSTR OF SLOPES	---
EASEMENT FOR CONSTR OF DRIVES	---

BEGIN LIMIT OF ACCESS.....BLA	---
END LIMIT OF ACCESS.....ELA	---
EXISTING LIMIT OF ACCESS	---
REO'D LIMIT OF ACCESS	---
EXISTING LIMIT OF ACCESS & R/W	---
REO'D LIMIT OF ACCESS & R/W	---
ORANGE BARRIER FENCE	---
ESA - ENV. SENSITIVE AREA	---

DATE	REVISIONS	DATE	REVISIONS
6/27/25	PAR 003 REMOVED PESMT & REOD, REVISED TESMT.		
12/19/25	PAR 002 REVISED REO'D R/W		
03/25/26	PAR 002 REMOVED PESMT, ADDED TESMT		

STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP	
PROJECT NO: N/A	COUNTY: RICHMOND(GA)
LAND LOT NO: N/A	LAND DISTRICT: 12(GA)
GMD 600	DATE 04/23/24 SH 10 OF 15

003

AUGUSTA
SEE DWG. 60-0004, 60-0010

PAR 003 AUGUSTA
REQ'D TEMP. EASMT DE402

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
599	47.29 R	136+01.15	SR 4/US 25
622	48.31 R	137+93.19	SR 4/US 25
DE4016	176.51 R	138+09.94	SR 4/US 25
DE4006	20.00 L	38+23.85	DE3/Trail Connection
ARC LENGTH = 23.50 CHORD BEAR = S 89°12'58.5" E LNTH CHORD = 23.46 RADIUS = 120.00 DEGREE = 47°44'47.3"			
DE1024	20.00 L	38+43.44	DE3/Trail Connection
DE1020	572.15 R	137+42.32	SR 4/US 25
DE1023	30.25 R	42+06.51	DE3/Trail Connection
DE2023	40.68 R	42+00.02	DE3/Trail Connection
DE2021	42.74 R	41+20.39	DE3/Trail Connection
607	22.37 R	40+06.96	DE3/Trail Connection
606	33.12 R	39+68.79	DE3/Trail Connection
605	23.32 R	39+17.88	DE3/Trail Connection
604	17.23 R	38+95.26	DE3/Trail Connection
603	19.26 R	38+94.72	DE3/Trail Connection
602	1.56 L	38+10.12	DE3/Trail Connection
601	39.16 L	37+78.50	DE3/Trail Connection
600	36.28 L	37+75.90	DE3/Trail Connection
599	47.29 R	136+01.15	SR 4/US 25

REQD EASMT AREA = 45203.71 SF
REQD EASMT = 1.038 ACRES

004

WSJ 1311 LLC
SEE DWG. 60-0003

PAR 004 WSJ 1311 LLC REQ'D R/W DE105

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE1000	54.00 L	131+94.54	SR 4/US 25
DE1001	52.01 L	133+15.86	SR 4/US 25
609	47.36 L	133+16.13	SR 4/US 25
96	50.02 L	132+04.40	SR 4/US 25
ARC LENGTH = 10.87 CHORD BEAR = S 43°31'29.1" W LNTH CHORD = 10.71 RADIUS = 18.59 DEGREE = 308°08'36.5"			
DE1000	54.00 L	131+94.54	SR 4/US 25
REQD R/W = 496.09 SF REQD R/W = 0.011 ACRES REMAINDER = +/- 0.16 ACRES			

PAR 004 WSJ 1311 LLC
REQ'D EASMT FOR PURPOSE OF UTILITY DE210

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE2001	52.58 L	132+62.22	SR 4/US 25
DE2024	63.58 L	132+62.38	SR 4/US 25
DE2025	63.02 L	133+15.24	SR 4/US 25
DE1001	52.01 L	133+15.86	SR 4/US 25
DE2001	52.58 L	132+62.22	SR 4/US 25
REQD EASMT = 591.50 SF REQD EASMT = 0.014 ACRES			

005

WILLIAM S JACKSON JR
SEE DWG. 60-0003, 60-0009

PAR 005 WILLIAM S JACKSON JR REQ'D R/W DE106

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
609	47.36 L	133+16.13	SR 4/US 25
DE1001	52.01 L	133+15.86	SR 4/US 25
DE1002	52.00 L	133+85.13	SR 4/US 25
DE1004	51.99 L	134+18.52	SR 4/US 25
611	46.78 L	134+18.85	SR 4/US 25
609	47.36 L	133+16.13	SR 4/US 25
REQD R/W = 521.25 SF REQD R/W = 0.012 ACRES REMAINDER = +/- 0.56 ACRES			

PAR 005 WILLIAM S JACKSON JR
REQ'D PERM. EASMT FOR PURPOSE OF UTILITY DE211

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE1001	52.01 L	133+15.86	SR 4/US 25
DE2025	63.02 L	133+15.24	SR 4/US 25
DE2026	63.28 L	134+17.80	SR 4/US 25
DE1004	51.99 L	134+18.52	SR 4/US 25
DE1002	52.00 L	133+85.13	SR 4/US 25
DE1001	52.01 L	133+15.86	SR 4/US 25
REQD EASMT = 1144.53 SF REQD EASMT = 0.026 ACRES			

006

WILLIAM S. JACKSON, JR
SEE DWG. 60-0003, 60-0009

PAR 006 WILLIAM S. JACKSON, JR REQ'D PERM. EASMT. DE212

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE2018	33.77 R	35+32.30	DE3/Trail Connection
DE2028	37.34 R	33+23.06	DE3/Trail Connection
DE2027	18.28 R	32+51.75	DE3/Trail Connection
ARC LENGTH = 108.78 CHORD BEAR = S 80°50'00.2" E LNTH CHORD = 108.56 RADIUS = 487.00 DEGREE = 11°45'54.2"			
115	9.00 R	33+59.91	DE3/Trail Connection
111	13.45 R	35+32.20	DE3/Trail Connection
112	25.24 R	35+32.21	DE3/Trail Connection
DE2018	33.77 R	35+32.30	DE3/Trail Connection
REQD EASMT = 6733.78 SF REQD EASMT = 0.155 ACRES			

007

AUGUSTA
SEE DWG. 60-0003, 60-0004, 60-0009

PAR 007 AUGUSTA REQ'D TEMP. EASMT DE109

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
625	47.09 L	135+64.42	SR 4/US 25
DE1003	59.39 L	135+61.75	SR 4/US 25
DE1005	61.50 L	135+75.23	SR 4/US 25
ARC LENGTH = 6.54 CHORD BEAR = N 61°02'18.8" E LNTH CHORD = 6.53 RADIUS = 36.55 DEGREE = 156°45'44.4"			
120	57.50 L	135+80.44	SR 4/US 25
121	46.90 L	135+80.30	SR 4/US 25
625	47.09 L	135+64.42	SR 4/US 25
REQD EASMT = 226.32 SF REQD EASMT = 0.005 ACRES			

PAR 007 AUGUSTA REQ'D TEMP. EASMT DE207

PNT	OFFSET	STATION	ALIGNMENT
123	20.39 L	33+54.45	DE3/Trail Connection
124	8.18 L	32+69.34	DE3/Trail Connection
125	7.95 L	31+79.14	DE3/Trail Connection
DE2000	3.44 L	31+34.96	DE3/Trail Connection
DE2009	20.29 L	31+34.09	DE3/Trail Connection
DE2017	24.25 L	32+10.93	DE3/Trail Connection
DE2019	26.22 L	33+34.84	DE3/Trail Connection
123	20.39 L	33+54.45	DE3/Trail Connection
REQ'D EASMT = 3089.45 SF REQ'D EASMT = 0.071 ACRES			

008

CITY OF NORTH AUGUSTA
SEE DWG. 60-0005

PAR 008 CITY OF NORTH AUGUSTA REQ'D R/W DE111

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
437	22.77 R	144+34.93	SR 4/US 25
431	22.95 R	144+79.66	SR 4/US 25
DE1028	49.46 R	144+78.84	SR 4/US 25
DE1029	49.46 R	144+36.88	SR 4/US 25
437	22.77 R	144+34.93	SR 4/US 25
REQD R/W = 1153.19 SF REQD R/W = 0.026 ACRES REMAINDER = +/- 0.554 ACRES			

Preliminary

DATE	REVISIONS	DATE	REVISIONS
6/27/25	PAR 003 REMOVED PESMT & REOD, REVISED TESMT. PAR 006 REMOVED REOD, ADDED PESMT. PAR 007 REMOVED REOD, ADDED TESMT.		
7/09/25	PAR 007 OFFSETS AND STATIONS UPDATED		
12/19/25	PAR 006 REVISED PESMT.		
01/29/26	PAR 007 REMOVED PESMT, ADDED TESMT		

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP
PROJECT NO: N/A
COUNTY: RICHMOND(GA)
LAND LOT NO: N/A
LAND DISTRICT: 12(GA)
GMD 600
DATE 04/23/24 SH 13 OF 15

DRAWING No.
60-0013



Engineer Committee Meeting

Meeting Date: 4/28/2026

Sodium Hypochlorite Storage Tanks

- Department:** 4416
- Presenter:** Wes Byne
- Caption:** Emergency procurement purchase of 2- tanks for Sodium Hypochlorite Storage from Carl Eric Johnson.
- Background:** The 2 tanks are for the Highland Ave. Water Treatment Plant 2 of the 12.5% Sodium Hypochlorite tanks has developed a cracks and has caused the storage capacity to be cut by 2/3, the old tanks are over 8 years old and are starting develop leaks.
- Analysis:** “This is an emergency request, and a PO was requested due to the time sensitiveness of the repair. Therefore, this agenda is for your information only”.
- Financial Impact:** \$ 101,838.00 is the impact and there are funds available
- Alternatives:** None Recommended.
- Recommendation:** Recommendation is to receive the information about the emergency procurement from Carl Eric Johnson Inc. to purchase these tanks.
- Funds are available in the following accounts:** 506-04-3520-5425110
- REVIEWED AND APPROVED BY:** N/A

**UTILITIES DEPARTMENT****Wes Byne, P.E.
Director**

TO: Andy Penick
Director, Procurement Department

THRU: Wes Byne, P.E. *FWByne*
Director, Utilities Department

FROM: Stephen Orton, P.E.

CC:

DATE: 4/14/2026

SUBJECT: JUSTIFICATION FOR EMERGENCY REQUESTS

The two (2) sodium hypochlorite tanks at our Highland Ave. Water Treatment Plant have developed cracks, which has rendered them out of service. This incident has cut our storage capacity by 2/3.

To meet EPD guidelines for our chlorine discharge residual for potable water and to avoid a possible delay in water filtration and distribution, it is imperative to have it repaired the soonest time possible.

Wes Byne will submit an agenda to be approved by the Commission to justify this repair. We would like to request that as we wait for the approval, please allow Procurement to release the purchase order so that Carl Eric Johnson can mobilize their team that will do the repair as soon as possible.

Thank you for your prompt attention and immediate action to this matter.

Sincerely,

Wes Byne and Stephen Orton

Augusta Utilities Department
452 Walker Street, Suite 200 - Augusta, GA 30901
(706) 312-4154 - Fax (706) 312-4123
WWW.AUGUSTAGA.GOV

Nancy M. Williams

From: Andy Penick
Sent: Monday, April 20, 2026 1:32 PM
To: Tess T. Thompson; Nancy M. Williams
Cc: Wes Byne; Stephen Orton; Debra Beazley
Subject: RE: Emergency Request to Repair Sodium Hypochlorite Tank-Highland WTP

Tess,
 This is approved please proceed as needed.

Regards,

Andy Penick, CPSM, GCPM, GCPA, MBA

Director of Procurement
 Augusta, Georgia Government
 535 Telfair Street, Suite 605, Augusta, GA 30901
 Office: (706) 821-4820 | Mobile: (762) 383-9357
 Email apenick@augustaga.gov | www.augustaga.gov

From: Tess T. Thompson <TThompson@augustaga.gov>
Sent: Monday, April 20, 2026 12:32 PM
To: Andy Penick <apenick@augustaga.gov>; Nancy M. Williams <NWilliams@augustaga.gov>
Cc: Wes Byne <WByne@augustaga.gov>; Stephen Orton <SOorton@augustaga.gov>; Debra Beazley <dbeazley@augustaga.gov>
Subject: Emergency Request to Repair Sodium Hypochlorite Tank-Highland WTP
Importance: High

Good afternoon, Andy, and Nancy! Hope your day is great!

Attached you will find an emergency requisition for the repair of two sodium hypochlorite tanks at our Highland Water Treatment Plant.

Wes and Steve would like to request for an emergency PO so that the vendor, Carl Eric Johnson, can mobilize their team as soon as the PO becomes available.

An agenda will be submitted to the Commission by Steve Orton to justify the repair.

Thank you for your kind consideration to this request. Let us know if you may need additional information to proceed.

Tess Thompson, MSA

Finance Manager
 Utilities Department
 Augusta, GA 30901
 Tel . No. 706-312-4147

Fax No. 706-312-4123
tthompson@augustaga.gov



“For I know the plans I have for you,”
declares the Lord, “plans to prosper you and not to harm you
plans to give you hope and a future!”-Jeremiah 29:11

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AED:104.1

**AUGUSTA UTILITIES DEPARTMENT
IN-HOUSE REQUISITION**

CHECK ALL THAT APPLY:

- WATER
 SEWER
 SUPPLIES
 SERVICE
 EQUIPMENT
 TOOLS
 SAFETY
 OFFICE
 CHEMICAL
 GASES
 REPAIR
 MAINTENANCE
 LAB
 UNIFORM
 LIFT STATION
 OTHER

REQUISITION #

- IT
 SCADA
 INVENTORY
 BID ITEM
 ROUTINE
 EMERGENCY
 SOLE SOURCE
 PREFER ITEM

DATE: 4/14/2026

DIVISION Highland Water Filter Plant

FUND #: 506043520 5425110

SHIP TO:

VENDOR: Carl Eric Johnson, Inc
 ADDRESS: 1750 MACLEOD DR, LAWRENCEVILLE, GA 30043
 PHONE #: (912) 352-0762
 QUOTED BY: Adrian Daniels

2822 Central ave. Augusta, Ga 30901

ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1.	4400 Gallon Sodium Hypochlorite Tank	1	28,725.00	28,725.00	0.00	0.00	0.00	0.00
2.				0.00	0.00	0.00	0.00	0.00
3.				0.00	0.00	0.00	0.00	0.00
4.	10500 Gallon Sodium Hypochlorite Tank	1	64,313.00	64,313.00	0.00	0.00	0.00	0.00
5.				0.00	0.00	0.00	0.00	0.00
6.				0.00	0.00	0.00	0.00	0.00
7.				0.00	0.00	0.00	0.00	0.00
8.				0.00	0.00	0.00	0.00	0.00
9.				0.00	0.00	0.00	0.00	0.00
10.				0.00	0.00	0.00	0.00	0.00
11.				0.00	0.00	0.00	0.00	0.00
12.				0.00	0.00	0.00	0.00	0.00
13.				0.00	0.00	0.00	0.00	0.00
14.				0.00	0.00	0.00	0.00	0.00
SHIPPING CHARGES			8,800.00	8,800.00	0.00	0.00	0.00	0.00
TOTAL				101,838.00		0.00		0.00

JUSTIFICATION AND EXPLANATION FOR PURCHASE:

tanks for sodium Hypochlorite

REQUESTED BY: Steve Olson

APPROVED BY: *John Goodenough*

Approved:
John Goodenough
AUG Director



Date: April 8, 2026
Attn: Stephen Orton
sorton@augustaga.gov
706-836-7283
Quote No. 27-0097
Subject: 10500GAL & 4400GAL SAFE-Tanks for Sodium Hypochlorite



Thank you for the opportunity to be considered for your chemical storage needs.

Poly Processing Company offers reliable, robust tank systems for safe storage of harsh chemicals. Cross-linked polyethylene storage tanks offer a margin of safety that meets or exceeds ASTM D-1998 standards. This material strength is then combined with rotational molding as the manufacturing process. Rotational Molding differs from FRP and Steel in that it creates a seamless, homogenous part with no welds, joints, composites, or seams. This is the surest way to avoid chemical leaks and a major benefit over Fiberglass and Steel tanks.

If honored with an order, we can provide an exact drawing of fittings placement to get your signed approval on, and your equipment would be on site in approximately 6 weeks from your approval of that drawing.

Please contact me if I can answer any questions or revise this proposal in any way.

Thank You,

Ozzy Castellanos



Poly Processing Tank Offering

◆ = Distinguishing Feature from Others

This mark denotes Innovations in this proposal developed by Poly Processing Company (PPC) or its sister Chemical Company. PPC is unique among storage tank manufacturers, in being privately held. This allows heavy R&D each year for innovations not expensed by shareholder-controlled companies. See below or ask us on any feature having this mark, as to how it differs from others in longevity, safety, maintenance, or operational costs.

TANK SYSTEM: Sodium Hypochlorite

For storing: Sodium Hypochlorite, 9 - 15%, SPG 1.2

Application Parameters: Outdoor/To 100F/NSF/Wind 0/Seismic 0/Pneumatically Filled>/Non-Scrubber

Diameter: 9'-7" | Height: 10'-3" | Dome Manway Size: 24"

Stock Number: 72004400441VA

Download links below are of the basic tank before assembly. Complete Approval Drawings available with PO.

[PDF Drawing](#) / [CAD \(dwg file\)](#) / [3D-CAD \(stp file\)](#) | [PDF Gallon per Inch chart](#) | .

Primary Tank (Quantity: 1)

4400 SAFE-Tank◆ Inside Primary Tank

1.90 specific gravity wall thickness

Crosslinked Polyethylene (XLPE)◆ ,Black

Tank wall includes Oxidation Resistance additives(OR1000)◆

Containment Tank (Quantity: 1)

4400 SAFE-Tank◆ Nested Containment Outside Tank

1.90 specific gravity wall thickness

Crosslinked Polyethylene (XLPE)◆ ,Black

Lid/Manway (Quantity: 1)

Cover 24" Manway with 8" Mushroom Vent ,Black (polyethylene) with vent screen

Fill (Quantity: 1)

Bulkhead fitting Assembly 2" Socket x socket PVC/viton nsf

Level Fitting (Quantity: 1)

Universal Ball Dome Fitting 2" Bulkhead fitting Style PVC/viton nsf

Inner Tank Fitting (Quantity: 1)

BOSS_fitting (Bolted One-piece Sure Seal)◆ 2" Assembly (polyethylene)/PVC/Titanium/viton nsf

Pump Feed (Quantity: 1)

Transition Fitting with Containment and Flex◆

Outlet Endplate: 2" with containment around outlet pipe and built-in flex.

PVC/litharge Viton /Titanium with Expansion Joint PTFE

Vent (Quantity: 1)

U-vent 4" PVC

WARRANTY:5 Years, Full Replacement, Non-Prorated

System Subtotal: \$28,725.00



TANK SYSTEM: Sodium Hypochlorite

For storing: Sodium Hypochlorite, 9 - 15%, SPG 1.2

Application Parameters: Outdoor/To 100F/NSF/Wind 0/Seismic 0/Pneumatically Filled>/Non-Scrubber

Diameter: 11'-0" | Height: 17'-3" | Dome Manway Size: 24"

Stock Number: 42010500441LA

Download links below are of the basic tank before assembly. Complete Approval Drawings available with PO.

[PDF Drawing](#) / [CAD \(dwg file\)](#) / [3D-CAD \(stp file\)](#) | [PDF Gallon per Inch chart](#) | -

Primary Tank (Quantity: 1)

10500 SAFE-Tank◆ Inside Primary Tank

1.90 specific gravity wall thickness

Crosslinked Polyethylene (XLPE)◆ ,Black /Or1000

Color: Natural (yellowish white)

Containment Tank (Quantity: 1)

10500 SAFE-Tank◆ Nested Containment Outside Tank

1.90 specific gravity wall thickness

Crosslinked Polyethylene (XLPE)◆ ,Black

Lid/Manway (Quantity: 1)

Cover 24" Manway with 8" Mushroom Vent ,Black (polyethylene) with vent screen

Fill (Quantity: 1)

Bulkhead fitting Assembly 2" Socket x socket PVC/viton nsf

Level Fitting (Quantity: 1)

Universal Ball Dome Fitting 2" Bulkhead fitting Style PVC/viton nsf

Inner Tank Fitting (Quantity: 1)

BOSS_ fitting (Bolted One-piece Sure Seal)◆ 2" Assembly (polyethylene)/PVC/Titanium/viton nsf

Pump Feed (Quantity: 1)

Transition Fitting with Containment and Flex◆

Outlet Endplate: 2" with containment around outlet pipe and built-in flex.

PVC/litharge Viton /Titanium with Expansion Joint PTFE

Vent (Quantity: 1)

U-vent 4" PVC

WARRANTY:5 Years, Full Replacement, Non-Prorated

System Subtotal: \$64,313.00

\$93,038.00

Estimated Shipping to Augusta GA: \$8,800.00

Order Grand Total: \$101,838.00

Quote pricing guaranteed 30 days, subject to change after 05-08-2026

Freight quoted is an estimate at time of quote. Actual freight charged will be passed through from carrier at time of shipment.



NOTES:

COMPONENTS IN THIS PROPOSAL

While the Tank Offering section above highlights the overall systems, this grid details individual components and accessories for a more complete look.

LABEL	STOCK#	DESCRIPTION	QTY
Tank System		Application: Sodium Hypochlorite	
Usage:		Sodium Hypochlorite	
Chemical:		Sodium Hypochlorite, 9 - 15%, SPG 1.2	
Op Env:		Outdoor/To 100F/NSF/Wind 0/Seismic 0/Pneumatically Filled>/Non-Scrubber	
Nominal_Tank>		Nominal_Tank> 4400 Safe-tank Inside Primary Tank, Sodium Hypochlorite 9 -	
Primary Tank	72004400441	4400 Safe-tank Inside Primary Tank 1.90 specific gravity wall thickness, Crosslinked Polyethylene (XLPE)◆,Black Tank wall includes Oxidation Resistance additives(OR1000)◆	1
Comments:		WEIGHT: 1315 DIA: 9'-7" HT: 10'-3" TOP: 24"	
Containment:		Containment Tank	
Containment Tank	72104950411	4400 Safe-tank Nested Containment Outside Tank 1.90 specific gravity wall thickness, Crosslinked Polyethylene (XLPE)◆,Black	1
Comments:		WEIGHT: 1200 DIA: 10'-3" HT: 8'-5"	
Lid/Cover:		Lid/Cover/Manway	
Lid/Manway	10645	Cover 24" Manway with 8" Mushroom Vent ,Black (polyethylene)with vent screen	1
Fill/Discharge:		Fill/Discharge	
Fill	11107	Bulkhead fitting Assembly 2" Socket x socket PVC/viton nsf	1
Comments:		To be installed at Flat Dome location	
	2063	Flange Adapter 2" Threaded PVC	1
Dome:		Dome Fittings	
Level Fitting	8145	Universal Ball Dome Fitting 2" Bulkhead fitting Style PVC/viton nsf	1
	2063	Flange Adapter 2" Threaded PVC	1
Sidewall:		Sidewall Fittings	
Inner Tank Fitting	9746	BOSS_fitting (Bolted One-piece Sure Seal)◆ 2" Assembly Pe/PVC/Titanium/viton nsf	1
Pump Feed	9756	Transition Fitting 2" with containment around outlet pipe and built-in flex. PVC/litharge Viton /Titanium with Expansion Joint PTFE	1
	2063	Flange Adapter 2" Threaded PVC	1
Venting:		Venting	
Vent	3275	U-vent 4" PVC	1
Tank System		Application: Sodium Hypochlorite	
Usage:		Sodium Hypochlorite	
Chemical:		Sodium Hypochlorite, 9 - 15%, SPG 1.2	
Op Env:		Outdoor/To 100F/NSF/Wind 0/Seismic 0/Pneumatically Filled>/Non-Scrubber	
Nominal_Tank>		Nominal_Tank> 10500 Safe-tank Inside Primary Tank, Sodium Hypochlorite 9 -	
Primary Tank	42010500441	10500 Safe-tank Inside Primary Tank 1.90 specific gravity wall thickness, Crosslinked Polyethylene (XLPE)◆,Black /Or1000,Color: Natural (yellowish white)	1
Comments:		WEIGHT: ? DIA: 11'-0" HT: 17'-3" TOP: 24"	



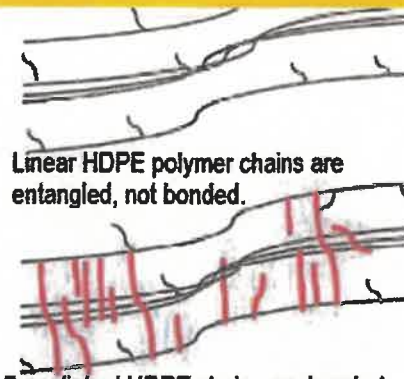
Containment:		Containment Tank	
Containment Tank	42112350411	10500 Safe-tank Nested Containment Outside Tank 1.90 specific gravity wall thickness, Crosslinked Polyethylene (XLPE) ♦ ,Black	1
Comments:		WEIGHT: 7 DIA: 11' 11" HT: 15' 4"	
Lid/Cover:		Lid/Cover/Manway	
Lid/Manway	10645	Cover 24" Manway with 8" Mushroom Vent ,Black (polyethylene) with vent screen	1
Fill/Discharge:		Fill/Discharge	
Fill	11107	Bulkhead fitting Assembly 2" Socket x socket PVC/viton nsf	1
Comments:		To be installed at Flat Dome location	
	2063	Flange Adapter 2" Threaded PVC	1
Dome:		Dome Fittings	
Level Fitting	8145	Universal Ball Dome Fitting 2" Bulkhead fitting Style PVC/viton nsf	1
	2063	Flange Adapter 2" Threaded PVC	1
Sidewall:		Sidewall Fittings	
Inner Tank Fitting	9746	BOSS_fitting (Bolted One-piece Sure Seal) ♦ 2" Assembly Pe/PVC/Titanium/viton nsf	1
Pump Feed	9756	Transition Fitting 2" with containment around outlet pipe and built-in flex. PVC/litharge Viton /Titanium with Expansion Joint PTFE	1
	2063	Flange Adapter 2" Threaded PVC	1
Venting:		Venting	
Vent	3275	U-vent 4" PVC	1



THIS PROPOSAL CONTAINS...

The following are referenced in one or more places above.

1) Crosslinked Polyethylene (XLPE) Included!



- XLPE is still HDPE, but the HDPE polymer chains are crosslinked to each other for superior strength.
- XLPE is all about strength, not chemical compatibility. It is still HDPE, but stronger.
- XLPE is 5x stronger than linear HDPE. It is a thermoset vs thermoplastic (linear)
- 20 times the environmental stress crack resistance (ESCR) over linear HDPE.
- Considerably longer tank life (vs linear) & best warranty in the industry.
- MORE INFO: and video demonstration- please visit [Crosslink vs Non-Crosslinked video](#)

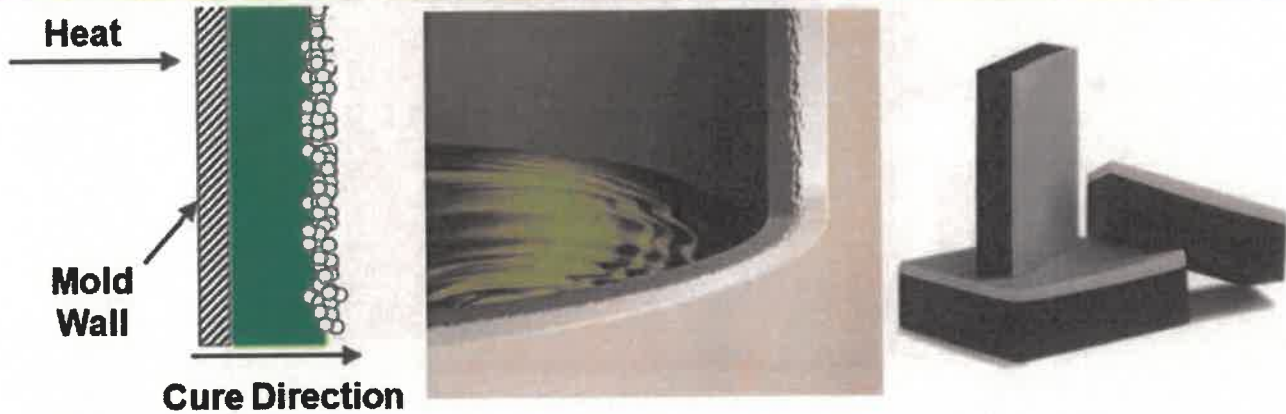
2) NSF61 System Certification Included!



- Only system completely certified by NSF for fittings, gaskets, and other components.
- Over 35 chemicals certified under PPC NSF Product and Service Listing.
- Others may be NSF61 for Potable water only- not chemicals.
- NSF61 documentation and system decal on tank wall.
- MORE INFO: Please download our [NSF/ANSI 61 Certification Guide](#)



3) Anti-Oxidation System (OR1000) Included!



Extends any PE tank life containing oxidizing chemicals.

- 4 times the antioxidant strength of any polyethylene on the market today.
- Polyethylene with OR additives is blended, baked in, and covalently bonded with rotomolding process- NOT just a liner.
- NSF61 Certified.
- Added as a 'double shot' towards end of cooking cycle leaving anti-oxidants in the field vs being 'cooked away'.
- Longest warranty in the Industry.
- MORE INFO: and video demonstration- please visit [Engineered Resins for specific chemicals](#)

4) BOSS Fitting Included!



More leak proof than any fitting on the market

- Is constructed of polyethylene for chemical compatibility with your tank
- Has an innovative backing ring design to reduce stress on the fitting and make it three times stronger than plastic fittings.
- Is easy to maintain, since the pipe connection is extended beyond the sidewall of the tank.
- MORE INFO: Video, pictures, benefits - please visit [BOSS 5 things](#)

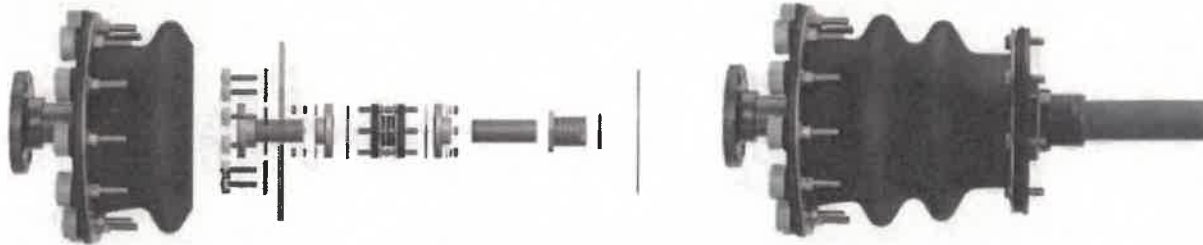
5) SAFE TANK SYSTEM Included!



A primary tank nested inside another containment tank (double wall tank)

- Containment tank meets 110% capacity of the primary tank.
- Covered containment so rain or wash water can not jeopardize the containment capacity or chemical reaction.
- Portable to new location vs concrete berm
- In event of breach chemical still useable (simply becomes a single wall tank).
- In event of breach no lost production time (Allows scheduling a repair vs Shut Down).
- Exterior tank acts as a sun shield and protects the contents of the tank from UV degradation.
- MORE INFO: Guides, pictures, benefits - please visit [SAFE-tank website info](#)

6) Transition Fitting Included!



CONTAINED bottom discharge capability in a system that supports 110% secondary containment requirements. Some systems by others do not encapsulate the outlet and could empty contents when gasket fails.

- Containment of the expansion joint and connections eliminates the threat of uncontained chemical leaks that could occur in the outlet piping.
- Piping layouts can be fully contained by connecting a dual-wall piping system onto the ANSI endplate fitting.
- Drain fittings that are flexible and move with the individual tanks.
- Meets 10 state standards for Federal, and State regulation compliance.
- MORE INFO: Pictures and guide, please visit [Transition Fitting](#)



7) Best Warranty in the Industry. Included!



No Proration

Others provide only credit for unused time.



Factory Field Service Department

Others do not have Field Service to assist.



Standard Published Warranty

Others have no public published standard. Its case by c

Poly Processing is privately held, unlike others, so there are no shareholders to satisfy or committees to go through for approval. The whole system is replaced, not just remaining time credit dollars issued. Compare references to see who honors warranties. More Info- please visit [Comparing Warranties](#)

Additional Value from Poly Processing Company

- Over 50 years Manufacturing, Serving & Innovating for the chemical feed industry!
- Privately held. PPC cares about safety, innovation, & customers- not shareholders.
- Born from it's sister chemical company still operating- PPC knows chemical storage at a root level.
- Fastest deliveries and response times in the Industry.
- Technical Support staff-dozens of people across 3 plants- to assist you quickly- 12 hrs per day!
- Tanks built to ASTM D 1998 and certified with documentation.
- Factory 4 Hour Hydro Test on your finished tanks and signed documentation.
- Factory Impact Test per ASTM D1998 and documentation.
- Factory Gel test per ASTM D-1998 and documentation.
- Ultrasonic wall thickness testing per ASTM and signed documentation.
- NSF61 "system" certification for chemical- others only tank wall.
- Approval and As-Built drawings include full fitting details unlike others.
- Support Teams out of three factories in CA / LA / VA covers North America.
- 7 Regional Managers living in each area of country to assure your satisfaction.
- Factory Field Service Team that can come to your location for any need. [\[more\]](#)
- FDA Compliant.
- 3D CAD files available. 3D Drafting Team for custom needs.
- Turnkey Installation available with local contractor partners.
- 'Library of Congress for tanks'- none compare to our website resources.
- Project management team for after PO to shipment ease of business.



☛ Tanks washed and shrink wrapped for clean delivery. Others do not.

FITTINGS AND ACCESSORIES REFERENCE

Please refer to proposal above for specific materials and sizes. The following exist on this proposal but this list may not be complete to every item quoted. Our website shows additional fittings if needed.



Flange Adapter

A flange attached to a nipple pipe. Allows plumbing connections between tank fittings and the flange of a component. See proposal sections above for size and type included.

To download a PDF drawing click here: [Download Flange Adapter PDF](#)



Bulk Head Fitting

A common fitting not unique to Poly Processing, it must be installed from the inside of the tank. We recommend it not be used on the bottom sidewall of tanks greater than 3,000 gallons or tanks greater than 6 feet in height. [See drawing- click here](#)



U-Vent

A common fitting not unique to Poly Processing, Standard venting for outdoor tanks. In PVC, in sizes 2 to 6 inches.

More Info: [Other vent choices and drawings- click here](#)



Mushroom Vent

Installed on tank dome, vents to compensate for positive or negative pressure buildup in a tank. See above for your specific size and material. Proper venting is related to fill inlet size and method of fill.

More Info: [Other vent choices, sizing and drawings- click here](#)

Payment Terms & Conditions:

- 1) NET30 Standard Purchase Order
- 2) Blanket PO with Appropriate Approval/Credentials
- 3) Credit card: CEJCO Accepts VISA, MasterCard or American Express (2% surcharge applies on total order on Amex cards)
- 4) Cash in Advance
- 5) Cancellation of order may result in a 35% fee of entire order before release to fabrication & 100% cancellation fee after release to manufacturing
- 6) This quote may be revised as necessary to account for any tariffs applicable to the subject products, or inputs thereof.
- 7) Additional charges may apply after three or more revisions to drawings, submittals, or project documents.
- 8) Taxes and duties not included in proposal

Freight: Prepaid and Added to Final Invoice

Should this proposal become an order, please address and send to:

Carl Eric Johnson, Inc.
1725-Q Macleod Drive
Lawrenceville, GA 30043
Email: customerservice@cejco.com

If you have any additional questions, or require any additional information, please let us know. We appreciate your consideration of our proposal and look forward to the opportunity to work with you further.

If you have any additional questions, or require any additional information, please let us know. Our portfolio includes a large range of engineered fluid handling products beyond the scope of this proposal, and we have design engineers who can assist with a vast variety of Pumps, Tanks, Heat Exchangers, Filters, Skids, Controls & Automation, Repairs, and Turnkey Installations. We appreciate your consideration of our proposal and look forward to the opportunity to work with you further.

Sincerely,
Ozzy Castellanos

Carl Eric Johnson, Inc.
1725Q Macleod Drive
Lawrenceville, GA 30043
Phone: 678-377-3100
Email: ocastellanos@cejco.com



Engineering Services Committee Meeting

Meeting Date: April 28, 2026

Purchase of Wavetronix Radar Traffic Detection Equipment/Traffic Engineering ITS Program

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve the purchase through a sole source procurement for the Wavetronix radar traffic detection and Traffic Intelligent Transportation System (ITS) equipment for Augusta Engineering- Traffic ITS Program. Also, approve funds in the amount of 42,436.68. /AE
Background:	Augusta Engineering's ITS program (Program) was implementation commenced in 2016. The Program expansion and maintenance is continuous ongoing functions. Many of the necessary hardware and software components are now reaching eight to ten years old and need upgrades and replacement. Also, Traffic Engineering brings additional signals to the Program as opportunity becomes available. This purchase covers Wheeler Road @ RC Daniel intersection.
Analysis:	Wavetronix is an industry leader in providing radar traffic detection and Traffic Intelligent Transportation System (ITS). These components are needed to continue to operate, maintain & expand Augusta's traffic signals ITS operations as standardized. This product is a continuation of the expansion and maintenance of Augusta Traffic Engineering's Intelligent Transportation System {ITS} network.
Financial Impact:	Funds in amount of 42,436.68 available in TIA-Discretionary funds.
Alternatives:	Do not approve the sole source request and identify alternate way to complete signal radar detection components.
Recommendation:	Approve the purchase through a sole source procurement for the Wavetronix radar traffic detection and Traffic Intelligent Transportation System (ITS) equipment for Augusta Engineering- Traffic ITS Program. Also, approve funds in the amount of 42,436.68. /AE
Funds are available in the following accounts:	(\$42,436.68) 236-041110-54.14910 TIA-discretionary funds.
<u>REVIEWED AND APPROVED BY:</u>	HM/sr



Print Form

Sole Source Justification (Reference Article 6, Procurement Source Selection Methods and Contract Awards, § 1-10-56 SOLE SOURCE PROCUREMENT

Vendor: Wavetronix E-Verify Number: 386028

Commodity: ITS Video Radar Detection Parts

Estimated annual expenditure for the above commodity or service: \$42,436.68

Initial all entries below that apply to the proposed purchase. Attach a memorandum containing complete justification and support documentation as directed in initialed entry. (More than one entry will apply to most sole source products/services requested).

- 1. SOLE SOURCE REQUEST IS FOR THE ORIGINAL MANUFACTURER OR PROVIDER, THERE ARE NO REGIONAL DISTRIBUTORS. (Attach the manufacturer's written certification that no regional distributors exist. Item no. 4 also must be completed.)
2. SOLE SOURCE REQUEST IS FOR ONLY THE AUGUSTA GEORGIA AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER OR PROVIDER. (Attach the manufacturer's — not the distributor's — written certification that identifies all regional distributors. Item no. 4 also must be completed.)
3. THE PARTS/EQUIPMENT ARE NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Explain in separate memorandum.)
4. THIS IS THE ONLY KNOWN ITEM OR SERVICE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (Attach memorandum with details of specialized function or application.)
5. THE PARTS/EQUIPMENT ARE REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION. (Attach memorandum describing basis for standardization request.)
6. NONE OF THE ABOVE APPLY. A DETAILED EXPLANATION AND JUSTIFICATION FOR THIS SOLE SOURCE REQUEST IS CONTAINED IN ATTACHED MEMORANDUM.

The undersigned requests that competitive procurement be waived and that the vendor identified as the supplier of the service or material described in this sole source justification be authorized as a sole source for the service or material.

Name: Hameed Malik Department: Engineering & Env Service Date: 04/15/2026

Department Head Signature: [Signature] Date: 4/15/26

Approval Authority: [Signature] Date: 04/21/2026


Administrator Approval: (Required) (not required) Date:

COMMENTS:

Commission Approved

**ENGINEERING & ENVIR. SVCS. DEPARTMENT****Hameed Malik, Ph.D., P.E., Director****MEMORANDUM**

TO: Andy Pennick, Director Procurement

FROM:  Hameed Malik, Ph.D., PE, Director Engineering & Environmental Services

DATE: Wednesday, April 15, 2026

SUBJECT: Traffic ITS Video Radar Traffic Detection equipment
File Reference: 25-014(A)

Wavetronix is an industry leader in providing radar traffic detection and Traffic Intelligent Transportation System (ITS). These components are needed to continue to operate, maintain & expand Augusta's traffic signals ITS operations as standardized. This product is a continuation of the expansion and maintenance of Augusta Traffic Engineering's Intelligent Transportation System (ITS) network.

Peak Paving is headquartered in Springfield, Utah and operates regional office in Georgia, located in Marietta serving customers throughout the southeast United States.

Should you require additional information, please do not hesitate to contact me at (706)796-5068.



QUOTATION

Quote Number
QUO-21614-M4T9B5

Date
7/15/2025

Sales Rep
Kendall Mays

Details:

Project #: TSEF Pricing
Description: GA-City of Augusta-Wheeler Road @ RC Daniel Pkwy.
Location: 33.9055387,-84.331981

Special Terms:

Payment Terms: Net 30
Shipping Terms: EXW Wavetronix' Loading Dock
Shipping Method: Best Way

Bill To:

Department of Transportation -City of Augusta
Kenny Mass
452 Walker St. Suite 110-TE
Augusta, GA 30901
USA
706-821-1712

Ship To:

Department of Transportation - Augusta City
Kenny Mass
1559 Eagles Way
Augusta, GA 30904
USA

Bid Item	Part #	Description	QTY	Unit Price	UoM	Ext Price
		Wheeler Road @ RC Daniel Pkwy	1	\$42,436.68	Each	\$42,436.68
	SS-225	SmartSensor Matrix	4	\$5,178.42	Each	\$20,713.68
	SS-200E	SmartSensor Advance Extended Range	2	\$5,560.62	Each	\$11,121.24
	SS-611	SmartSensor Mount	6	\$244.14	Each	\$1,464.84
	SS-710	Sensor Cable Junction Box	6	\$215.28	Each	\$1,291.68
	SS-704-006	Cable, 6ft, 12-8 pin, 6 conductor	6	\$134.16	Each	\$804.96
	102-0594	Arc6	1	\$4,833.66	Each	\$4,833.66
	102-0562	SmartSensor Surge v2	6	\$276.90	Each	\$1,661.40
	102-0462	Click, 656 3U mounting shelf and hardware	1	\$244.14	Each	\$244.14
	310-0418	Cable, 6', 25-15 pin, SDLC	1	\$301.08	Each	\$301.08

Total: \$42,436.68

This quote does not include sales tax.
Sales tax will be added on final invoice.

Notes:

**** Prices on this quote is per GDOT 2025 TSEF contract****

-We will not charge sales tax and freight if Purchase Order is received from GDOT or its corresponding agencies. If purchase order is received from a contractor, appropriate sales tax and freight will be charged and will only be waived if a tax-exempt certificate is presented and received by Wavetronix at the time of the order.*

-No plans or specifications were provided for this quote. Customer to confirm quantities and items needed prior to ordering.

-Wavetronix wants to offer you the most current lead times when you are ready to place an order. Please feel free to contact your team at Georgia@Wavetronix.com to receive this information.



QUOTATION

-Pricing provided is only for this project. Pricing is not transferable to any other project.

-If this is a tax exempt project we will need to be notified at time of ordering and provided with an exemption certificate to ensure invoicing is correct.

-Testing, training, and onsite assistance is not included on this quote. If required, please contact us for cost.

-Please note that we have included 6 Smart Sensor Surge cards as part of our quote. By including 6 surge cards, we allow for the inclusion of additional detection areas in the future. We can remove surge cards upon request from any subsequent quotes following the bid letting. Please contact Kendall Mays at Kendall.Mays@Wavetronix.com or the Wavetronix Georgia team at Georgia@Wavetronix.com

-Homerun cable is required but is not included in our quoted amount. Pricing for Wavetronix cable options are showing in this quote. It is the responsibility of the customer or contractor to verify the amount of cable needed and ensure any alternate cable meets or exceeds Wavetronix cable specifications, as well as meeting specifications for the power and communication standards being used. Failure to do so could result in the devices not functioning properly.

Price is valid for shipment and use within the region designated on this quote. If other destination is required, please contact Kendall Mays for any concerns and questions.

*Quotation is valid for 45 days from date as quoted unless otherwise noted above.

*Mount banding is not included and is to be provided by others.

*Wavetronix is not responsible for system integration or design.

*Price is based on standard sensor configuration and subject to change if the bill of material changes.

*Contractor is responsible for determining whether additional sensor cable is required.

*Price provided is for material only.

*Poles for installation are not included.

*Ethernet switch, patch cable, Ethernet cable and other devices not specifically listed are not included.

*Any Items included in this quote containing *NCNR* in the description are under the conditions of our Non-Cancellable, Non-Returnable policy. Prior to placing an order into production, customers must sign and submit the NCNR acknowledgment form.

*Subject to Wavetronix standard terms and conditions.

Wavetronix terms and conditions apply, with the noted exceptions, if any, as stated above.

By accepting this quote, you accept our terms and conditions, which can be found at: www.wavetronix.com/legal



QUOTATION

663 Wavetronix Drive Springville, UT 84663

Quote Number
QUO-24782-X3R2F7

Date
4/15/2026

Sales Rep
Kendall Mays

Details:

Project #: TSEF Pricing
Description: GA-City of Augusta-Wheeler Road @ RC Daniel Pkwy.
Location: 33.9055387,-84.331981

Special Terms:

Payment Terms: Net 30
Shipping Terms: EXW Wavetronix' Loading Dock

Shipping Method: Best Way

Bill To:

Department of Transportation -City of Augusta
Kenny Mass
452 Walker St. Suite 110-TE
Augusta, GA 30901
USA

Ship To:

Department of Transportation - Augusta City
Kenny Mass
1568 Broad St
Augusta, GA 30901
USA

Bid Item	Part #	Description	QTY	Unit Price	UoM	Ext Price
		Wheeler Road @ RC Daniel Pkwy	1	\$42,436.68	Each	\$42,436.68
	SS-225	SmartSensor Matrix	4	\$5,178.42	Each	\$20,713.68
	SS-200E	SmartSensor Advance Extended Range	2	\$5,560.62	Each	\$11,121.24
	SS-611	SmartSensor Mount	6	\$244.14	Each	\$1,464.84
	SS-710	Sensor Cable Junction Box	6	\$215.28	Each	\$1,291.68
	SS-704-006	Cable, 6ft, 12-8 pin, 6 conductor	6	\$134.16	Each	\$804.96
	102-0594	Arc6	1	\$4,833.66	Each	\$4,833.66
	102-0562	SmartSensor Field-replaceable Surge v2	6	\$276.90	Each	\$1,661.40
	102-0462	Click, 656 3U mounting shelf and hardware	1	\$244.14	Each	\$244.14
	310-0418	Cable, 6', 25-15 pin, SDLC	1	\$301.08	Each	\$301.08

Total: \$42,436.68

Notes:

** Prices on this quote is per GDOT TSEF contract #48400DOT0002307. GDOT pay item #937-6000**

-We will not charge sales tax and freight if Purchase Order is received from GDOT or its corresponding agencies. If purchase order is received from a contractor, appropriate sales tax and freight will be charged and will only be waived if a tax-exempt certificate is presented and received by Wavetronix at the time of the order.*

-No plans or specifications were provided for this quote. Customer to confirm quantities and items needed prior to ordering.

-Surge card quantities can be changed upon request.

-Wavetronix wants to offer you the most current lead times when you are ready to place an order. Please feel free to contact your team at Georgia@Wavetronix.com to receive this information.

-Pricing provided is only for this project. Pricing is not transferable to any other project.

-If this is a tax exempt project we will need to be notified at time of ordering and provided with an exemption certificate to ensure invoicing is correct.

-Testing, training, and onsite assistance is not included on this quote. If required, please contact us for cost.



QUOTATION

663 Wavetronix Drive Springville, UT 84663

Price is valid for shipment and use within the region designated on this quote. If other destination is required, please contact Kendall Mays for any concerns and questions.

If this project is tax-exempt, Wavetronix must receive a valid sales tax exemption certificate **prior to processing the purchase order and scheduling with production.**

Please provide the certificate when you send your purchase order.

*Quotation is valid for 45 days from date as quoted unless otherwise noted above.

*Mount banding is not included and is to be provided by others.

*Wavetronix is not responsible for system integration or design.

*Price is based on standard sensor configuration and subject to change if the bill of material changes.

*Contractor is responsible for determining whether additional sensor cable is required.

*Price provided is for material only.

*Poles for installation are not included.

*Ethernet switch, patch cable, Ethernet cable and other devices not specifically listed are not included.

*Any Items included in this quote containing *NCNR* in the description are under the conditions of our Non-Cancellable, Non-Returnable policy. Prior to placing an order into production, customers must sign and submit the NCNR acknowledgment form.

By accepting this quote, you accept our terms and conditions, which can be found at: <https://www.wavetronix.com/terms-conditions>



Engineering Services Committee Meeting

Meeting Date: April 28, 2026

GDOT Local Road Assistance Administration Funds (LRA)

LMIG FY2026 Supplemental Local Maintenance and Improvement Grant (LMIG)

File Reference: 26-014(A)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve and authorize Augusta Engineering (AE) to submit, accept and receive Georgia Department of Transportation (GDOT) Financial Assistance from GDOT Local Road Assistance Administration (LRA) Funds through Local Maintenance and Improvement Grant (LMIG) FY2026 Supplemental for Road Improvements & maintenance Construction. Also authorize Augusta Mayor to sign GDOT E-Verify affidavit and LMIG Submittal Cover Letter as need arises. /AE
Background:	Georgia Governor and the Legislators included LRA funds in the fiscal year 2026 amended budget. The LRA funds will be administered and distributed using GDOT LMIG application system. LRA funds will require No local match. LRA funds will be used to supplement local projects for road improvements and maintenance efforts based on priority. Augusta is eligible to receive approximately \$3.13million under LRA allocation in state FY2026 amended budget.
Analysis:	GDOT/State financial assistance is critical for addressing roadway infrastructure improvements and maintenance needs quickly. LRA financial assistance is in addition to GDOT FY2026LMIG funds provided by GDOT earlier. Funds will be used for Road Improvements & maintenance small to medium construction projects.
Financial Impact:	Augusta, GA /Augusta Engineering will receive around \$3,132,834.04 as GDOT FY26LMIG Supplemental. A local funding match is NOT required.
Alternatives:	Do not approve and loose FY2026 LRA Funds that are designated for Augusta, Georgia.
Recommendation:	Approve and authorize Augusta Engineering (AE) to submit, accept and receive Georgia Department of Transportation (GDOT) Financial Assistance from GDOT Local Road Assistance Administration (LRA) Funds through Local Maintenance and Improvement Grant (LMIG) FY2026 Supplemental for Road Improvements & maintenance Construction. Also authorize

Augusta Mayor to sign GDOT E-Verify affidavit and LMIG Submittal C
Letter as need arises. /AE

Item 4.

**Funds are available in (\$3,132,834.04) 335041110-54.14110 Match NOT required
the following accounts:**

REVIEWED AND HM/sr
APPROVED BY:

**GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL MAINTENANCE & IMPROVEMENT
GRANT (LMIG) APPLICATION FOR FISCAL YEAR 2025 LRA Supplemental**
TYPE OR PRINT LEGIBLY. ALL SECTIONS MUST BE COMPLETED.

LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION

I, _____ (Name), the _____ (Title), on behalf of _____ (Local Government), who being duly sworn do swear that the information given herein is true to the best of his/her knowledge and belief. Local Government swears and certifies that it has read and understands the LMIG General Guidelines and Rules and that it has complied with and will comply with the same.

Local government further swears and certifies that it has read and understands the regulations for the Georgia Planning Act (O.C.G.A. § 45-12-200, et seq.), Service Delivery Strategy Act (O.C.G.A. § 36-70-20, et seq.), Immigration Sanctuary Policies; prohibition; penalties (O.C.G.A. § 36-80-23), and the Local Government Budgets and Audits Act (O.C.G.A. § 36-81-7 et seq.) and will comply in full with said provisions. Local government further swears and certifies that the roads or sections of roads described and shown on the local government’s Project List are dedicated public roads and are part of the Public Road System in said county/city. Local government further swears and certifies that it complied with federal and/or state environmental protection laws and at the completion of the project(s), it met the match requirements as stated in the Transportation Investment Act (TIA) (O.C.G.A. § 48-8-240).

Further, the local government shall be responsible for any claim, damage, loss or expense that is attributable to negligent acts, errors, or omissions related to the designs, drawings, specifications, work and other services furnished by or on behalf of the local government pursuant to this Application (“Loss”). To the extent provided by law, the local government further agrees to hold harmless and indemnify the DEPARTMENT and the State of Georgia from all suits or claims that may arise from said Loss.

If the local government fails to comply with these General Guidelines and Rules, or fails to comply with its Application and Certification, or fails to cooperate with the auditor(s) or fails to maintain and retain sufficient records, the DEPARTMENT may, at its discretion, prohibit the local government from participating in the LMIG program in the future and may pursue any available legal remedy to obtain reimbursement of the LMIG funds. Furthermore, if in the estimation of the DEPARTMENT, a project shows evidence of failure(s) due to poor workmanship, the use of substandard materials, or the failure to follow the required design and construction guidelines as set forth herein, the Department may pursue any available legal remedy to obtain reimbursement of the allocated LMIG funds or prohibit local government from participating in the LMIG program until such time as corrections are made to address the deficiencies or reimbursement is made. All projects identified on the Project list shall be constructed in accordance with the Department’s Standard Specifications of Transportation Systems (Current Edition), Supplemental Specifications (Current Edition), and Special Provisions.

Local Government:

(Signature)

(Print)
Mayor / Commission Chairperson

(Date)

E-Verify Number
Sworn to and subscribed before me,
This ____ day of _____, 20____.
In the presence of:

NOTARY PUBLIC

My Commission Expires:

LOCAL GOVERNMENT SEAL (required):

NOTARY PUBLIC SEAL (required):

**CERTIFICATION OF COMPLIANCE WITH
ANNUAL IMMIGRATION REPORTING REQUIREMENTS/
NO SANCTUARY POLICY/FEDERAL LAW ENFORCEMENT COOPERATION**

By executing this document, the undersigned duly authorized representative of the Local Governing Body, certifies that the Local Governing Authority:

- 1) has filed a compliant Annual Immigration Compliance Report with the Georgia Department of Audits & Accounts (“GDA&A”) for the preceding calendar year required by O.C.G.A. § 50-36-4(b), or has been issued a written exemption from GDA&A from doing so;
- 2) has not enacted a “Sanctuary Policy” in violation of O.C.G.A. § 36-80-23(b); and,
- 3) is in compliance with O.C.G.A. §§ 35-1-17 et seq. regarding its obligation to cooperate with federal immigration enforcement authorities to deter the presence of criminal illegal aliens.

As an ongoing condition to receiving funding from the Georgia Department of Transportation, the Local Governing Body shall continue to remain fully compliant with O.C.G.A. §§ 50-36-4, 36-80-23 and 35-1-17 et seq. for the duration of time the subject agreement is in effect.

Signature of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

Title of Authorized Officer or Agent

Date

May 5, 2026

Bill Wright, GDOT State Aid Administrator
GDOT - One Georgia Center
600 W. Peachtree St., NW, 17th Floor
Atlanta, GA 30308

Subject: Local Road Assistance Administration (LRA) Funds
FY 2026 State Local Maintenance and Improvement
Grant (LMIG) Application-Supplemental
File Reference: 25-014(A)

Dear Mr. Wright:

Please find enclosed Augusta, GA Local Maintenance and Improvements Grant (LMIG) Application-FY2026 Supplemental for receiving FY 2026 LRA funds.

Contact information for questions concerning this submittal is listed below:

Hameed Malik, Ph.D., PE, Director
Augusta, GA Engineering & Environmental Services Department
452 Walker St., Suite 110, Augusta, GA 30901
Telephone: (706) 796-5040
Fax: (706) 796-5045
E-mail: hmalik@augustaga.gov

Sincerely,

Garnett L. Johnson
Mayor

cc: Matthew Sammons, GDOT District 2 State Aid Coordinator
Tameka Allen, Administrator
Hameed Malik, Ph.D., PE, Director - Engineering
Lewis Avery, CPA, Assistant Director Finance and Administration, AED
File



Engineering Services Committee Meeting

Meeting Date: April 28, 2026

Jones Alley Improvements

Preliminary & Final Design Services Phase

RFQ #24-162

File Reference: 26-014 (A)

- Department:** Engineering & Environmental Services
- Presenter:** Dr. Hameed Malik, Director
- Caption:** Approve funding (SA2) to Cranston LLC (Cranston) in the amount of \$10,000.00 for the Jones Street Roadway & Alley Improvements Project Construction Phase Services (CEI). AE/ RFQ 24-162 – 24ENG247
- Background:** This project primarily funded through the state grant. The purpose of this project is to enhance the functionality and aesthetically improve around the Augusta common area by enhancing the connectivity to commons, Augusta convention center and other businesses around it and keeping traffic and pedestrian functionality as a top priority. Improvements includes Jones Alley widening & paving, sidewalks, lighting, building partial demolition for extending Jones connectivity to Augusta Commons. Construction also include limited building structural support reconstruction and building enclosure on both sides of the proposed roadway. The project construction commencing in May 2026. Construction Phase requires design related coordination with utilities, resolution of constructability conflicts, review of contractor construction documents submittals, and request for field information (RFI) that warrant design engineer services.
- Analysis:** Augusta Commission awarded Jones Alley construction contract on March 3, 2026, and construction commencing in May 2026. This supplemental agreement covers services during construction phase (CEI) for contractor request for field information, utility conflicts assessment & resolution, field engineering, and attending construction progress meetings.
- Financial Impact:** Funds in amount are available in Engineering SPLOST8- Resurfacing.
- Alternatives:** Do not approve and find alternative to provide CEI Services.
- Recommendation:** Approve funding (SA2) to Cranston LLC (Cranston) in the amount of \$10,000.00 for the Jones Street Roadway & Alley Improvements Project Construction Phase Services (CEI). AE/ RFQ 24-162

**Funds are available in (\$10,000) 330-0411120-52.12115 / 222830908-52.12115 SPLOST 8-
the following accounts: Resurfacing**

**REVIEWED AND HM/sr
APPROVED BY:**



CRANSTON

CranstonEngineering.com

452 Ellis Street Augusta, Georgia 30901
PO Box 2546 Augusta, Georgia 30903
706.722.1588

March 10, 2026

Hameed Malik, Ph.D., P.E.
Director of Engineering
Augusta Engineering Department
452 Walker St., Suite 110
Augusta, GA 30901

Re: Jones Street Roadway and
Alley Improvements Construction
Administration Proposal
Cranston File: 2024-0328

Dear Dr. Malik

In accordance with your request, we are pleased to offer the following on-call services for construction administration proposal for the roadway and pedestrian improvements along the Jones Street Alley between 9th Street and the Augusta Common.

PROJECT DESCRIPTION

The Jones Street Alley Improvements include demolition of a building portion adjacent to Augusta Commons and civil demolition and construction of a new roadway and pedestrian corridor between 9th Street and the Augusta Common. The scope of services includes on-call professional construction administration to adhere to the issued construction drawings, specifications and contract.

SCOPE OF WORK

We propose the following tasks.

TASK 1: CONSTRUCTION ADMINISTRATION

On call services for construction administration for services including pre-construction meeting, job site meeting, reply to requests for information, submittals or services requested by Augusta Engineering Department for construction phase for Jones Street Alley Improvements.

FEE PROPOSAL

We propose to complete the proposed engineering services by task as follows.

TASK	DESCRIPTION	PROPOSED FEE (\$)
Task 1	Construction Administration (T&M) NTE	\$ 10,000.00
	Basic Services Total	\$ 10,000.00

We appreciate the opportunity to submit this proposal and trust that you find it satisfactory. Should you have any questions concerning this proposal, please do not hesitate to give us a call.

Sincerely,

CRANSTON LLC



Scott Davis, PLA
Project Manager



Engineering Services Committee Meeting

Meeting Date: April 28, 2026

James Brown Blvd. (Twiggs St. to Laney Walker Blvd.) Ph. II Improvements

GDOT PI # 0013707 / Bid #12-173

File Reference: 26 – 014(A)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve revision to funds allocation of Construction Contract to JHC Corporation in the amount of \$1,395,854.70 for James Brown Blvd. (Twiggs to Laney Walker Blvd.) Improvements Project (PI# 0013707) for additional road paving & associated construction. Also, authorize and approve reallocating Engineering SPLOST Recaptured amount of \$660,524.00 from James Brown Blvd Project (PI#0013707) to Engineering SPLOST Itemized as ADA Sidewalks (\$54,317), On-Call Construction (\$150,000), Sidewalks (\$106,207), & Resurfacing (\$350,000). AE/Bid #23-173
Background:	On February 6, 2024 Augusta Commission approved funding for James Brown Blvd-Ph3 Streetscape improvements Project and awarded the contract to JHC Corporation. The Project is listed in the Augusta Metropolitan Planning Organization (MPO) TIP. The Project cost is partially paid by FHAW federal funds as a cost sharing project. The purpose of Phase III is to repair delinquent sidewalks and streetscape features along James Brown Boulevard from Twiggs Street to Laney Walker Boulevard. Project is under construction. Project letting was in FY2024, however, all needed federal funds were not available in this year and balanced was matched by Engineering SPLOST funds. Additional federal funds become available in FY2025 and Augusta Engineering successfully secured needed federal funds. It enabled Augusta Engineering to capture its SPLOST additional matching funds utilized to award the contract.
Analysis:	James Brown Blvd. (Twiggs to Laney Walker Blvd.) Improvements Project (PI# 0013707) under construction. Revision to funding allocation and funds sources will not have any impact on project delivery or improvements construction. In the meantime requested revision to funds allocation will enable Augusta Engineering to capture its SPLOST additional matching funds utilized to award the contract. Cost sharing is 80/20 (federal/local).
Financial Impact:	No adverse impact. Federal funds current allocation to this project is up to \$1,116,831.76. It is \$777,183.76 increase from initial FY2024 allocation.
Alternatives:	None proposed.

Recommendation: Approve revision to funds allocation of Construction Contract to JHC Corporation in the amount of \$116,474.67 for James Brown Blvd. (Twiggs to Laney Walker Blvd.) Improvements Project (PI# 0013707) for additional road paving & associated construction. Also, authorize and approve reallocating Engineering SPLOST Recaptured amount of \$660,524.00 from James Brown Blvd Project (PI#0013707) to Engineering SPLOST Itemized as ADA Sidewalks (\$54,317), On-Call Construction (\$150,000), Sidewalks (\$106,207), & Resurfacing (\$350,000). AE/Bid #23-173

Funds are available in the following accounts: N/A

REVIEWED AND APPROVED BY: HM/sr

EXHIBIT D
BUDGET ESTIMATE

Original Contract Amount

Contract Federal Share:	\$339,648.00
Contract State Share:	\$ 0,000,000.00
Contract Local Share:	\$ 1,056,391.70
Total Contract Amount:	\$ 1,396,039.70
Total Eligible for Reimbursement:	\$ 339,648.00

Supplemental Agreement (SA) No. 01

SA Federal Share:	\$777,183.76
SA State Share:	\$0.00
SA Local Share:	\$279,207.94
Total SA Amount:	\$1,396,039.70
Total SA Eligible for Reimbursement:	\$ 777,183.76

Composite Contract Totals
(Original Contract + Supplemental Agreement No. 01)

Composite Contract Federal Share:	\$ 1,116,831.76
Composite Contract State Share:	\$ 0.00
Composite Contract Local Share:	\$ 279,207.94
Composite Total Contract Amount:	\$1,396,039.70
Composite Total Eligible for Reimbursement:	\$ 1,116,831.76



Takiyah A. Douse
Interim Administrator

February 6, 2024

Dr. Hameed Malik, Director
Engineering and Environmental Services Department
452 Walker Street, Suite 110
Augusta, GA 30901

Dear Dr. Malik,

At their meeting held on Tuesday, February 6, 2024, the Augusta, Georgia Commission, acted on the following items:

15. Approved transferring \$350,000 from ARP funding to the Engineering Department for the program to streamline right of way maintenance.
25. Deferred to the February 27, 2024, Engineering Services agenda: Motion to approve award of Augusta's Zone 1 Residential Waste & Recyclable Collection Service "Option Three Services" Contact to Georgia Waste System LLC (Waste Management) subject to receipt of signed contract, required bonds, insurance, and other relevant documents. The Contract is effective July 1, 2024 ending December 31, 2035 with an option to renew for two additional two-year terms. Also, approve service new rate at \$440 per account as warranted by "Option Three Services" contracted fee. Requested by Engineering. **RFP 23-112**
26. Approved award of Construction Contract to Blue Flame Crew, LLC (Blue Flame) in the amount of \$2,744,549.10 for Deans Bridge Road Solid Waste Facility Phase 3 Landfill Gas Collection & Control System Expansion Projects, subject to receipt of signed contracts, proper bonds and other contract relevant documentation. Requested by Engineering. **Bid 23-237**
27. Approved supplemental funding for Design Consultant Services to Alfred Benesch & Company (formally WR Toole Engineers) in the amount of \$148,205 for the East Augusta Roadway and Drainage Project. Requested by Engineering. **RFQ 06-202**.
28. Approved the sole source payment of \$27,245.75 to the Georgia 811 Utilities Protection Center.
29. Approved the installation of twelve (12) speed humps along Fairington Drive between Tobacco Road and Teakwood Drive per adopted Augusta speed hump policy. Approve construction funds in the amount of \$54,000. Requested by Augusta Engineering & Environmental Services Department.
30. Approve entering into an agreement with CSX Transportation, Inc. stating that Augusta, GA will pay for the Preliminary Engineering and Review for the National Hills Drainage Basin Drainage Conveyance Improvements Project in accordance with the estimate \$15,000.00. Also, approve the Agreement to be executed by the Augusta, GA Legal Counsel and the Mayor. Requested by Engineering
31. Approved supplemental funding (SA1) for Preliminary Engineering Design Phase (PE-phase1) of the Design Consultant Services Agreement to Infrastructure Systems Management,

LLC in the amount of \$590,262.75 for the Skinner Mill Road Improvements Project. Requested by Engineering. RFQ 19-239

32. Approved Supplement funding to Civil Services, Inc. (CSI) in the amount of \$39,759.06 for Highland Ave. Bridge Repair and Restoration over CSX Railroad Construction Phase Services (CEI). Requested by Engineering / RFQ 19-242/ requested by Engineering (20ENG839)

33. Approved Supplemental Construction Funding to Kiewit Infrastructure South Co. (Kiewit) in the amount of \$794,842.00 for Transportation Investment Act (TIA) Projects, Highland Ave. Bridge over CSX & Walton Way Bridge over Hawks Gully Maintenance Repairs Projects, Part2 Improvements Construction. RFP 22-281A / requested by Engineering (23ENG124)

34. Approved the adoption of GDOT "Procurement Policy for the Procurement, Management and Administration of Engineering and Design Related Consultant Services" for Procuring Infrastructure Projects Professional Services funded fully or partially by Federal Funds. Also authorize Augusta Engineering Director and Procurement Director to sign documents relevant to the Procurement Policy (current version attached as EXHBIT A) at the Augusta Engineering Local Administered Project (LAP) Re-Certification present & future Renewal Three Year Cycle. Requested by Engineering

35. Approved 2024 yearly approval of 2022 adopted Augusta, GA Title VI Plan: FHWA Compliance and Implementation for the Federal Assistance Transportation Programs and Activities. Also approve continuous yearly approval contingent upon no changes in the Adopted Title VI Plan. Requested by Engineering.

36. Approved entering into Construction Agreement with the Georgia Department of Transportation (GDOT) for Robert C Daniel Pkwy @ Wheeler Road (CR601) Intersection Improvements Project (PI #0012866). Also authorize Augusta Mayor and Clerk of Commission to execute Construction Agreement and its associated documents (electronic and hard copy). Requested by Engineering.

37. Approved entering into Construction Agreement with the Georgia Department of Transportation (GDOT) for James Brown Blvd. (Twiggs to Laney Walker Blvd.) Improvements Project (PI #0013707). Also authorize Augusta Mayor and Clerk of Commission to execute Construction Agreement and its associated documents (electronic and hard copy). Requested by Engineering.

38. Approved award of Construction Contract to E.R. Snell Contractor, Inc. subject to Value Engineering and in the amount of \$2,673,822.32 for CR601/Wheeler Rd @ CR124/CR2157 Robert C. Daniel Parkway Improvements Project (PI# 0012866), subject to receipt of signed contract, proper bonds and other associated documents. Award is also subject to GDOT & Augusta, Georgia execution of PI# 0012866 Construction Contract. Requested by Engineering. Bid #23-184

39. Approved award of Construction Contract to Reeves Construction Company subject to Value Engineering and in the amount of \$4,306,964.25 for CR1502/Barton Chapel Road @ SR10/US&78 (Gordon Hwy) Improvements Project (PI# 0012868), subject to receipt of signed contract, proper bonds and other associated documents. Award is also subject to GDOT & Augusta, Georgia execution of PI# 0012868 Construction Contract. Requested by Engineering. Bid #23-183

40. Approved award of Construction Contract to JHC Corporation subject to Value Engineering and in the amount of \$1,395,854.70 for James Brown Blvd. (Twiggs to Laney Walker Blvd.) Improvements Project (PI# 0013707), subject to receipt of signed contract, proper bonds and other associated documents. Award is also subject to GDOT & Augusta, Georgia execution of PI# 0013707 Construction Contract. Requested by Engineering. Bid #23-173

41. Approved continued funding of the current "On-Call Construction Material Inspection and Testing, Construction Monitoring and Quality Assurance/ Quality Control, and Geotechnical Inspections and Investigations (CMT Geotech)" Services Contract in the amount of \$350,000 as requested by Engineering. RFP 19-179.

42. Approved continued funding of the current "On-Call Professional Services for Engineering and Field Design, small to Medium Scale Maintenance Task Design, Regulatory Periodic Inspection Compliance and Structural Inspection & Investigations" Services (CEI Services) Contract in the amount of \$250,000. requested by Engineering. RFP 19-241

If you have any questions, please contact me.

In Service,



Takiyah A. Douse, Interim Administrator

TAD/nd



Engineering Services Committee Meeting

Meeting Date: 4/28/2026

Engineering Services for Utilities Department's Fort Gordon Cyber Park Utilities (RFQ 24-132)

Department:	Utilities
Presenter:	Wes Byne, Director
Caption:	Approve Johnson, Laschober & Associates, P.C. to provide engineering services for the Utilities Department's Fort Gordon Cyber Park Utilities. (RFQ 24-132)
Background:	<p>Augusta Utilities Department (AUD) is the contracted water, sanitary sewer, and irrigation utility provider for Fort Gordon.</p> <p>Fort Gordon is planning to construct a new Cyber Park Campus west of 15th Street between 107th Avenue and 103rd Avenue. The campus will require new water and sanitary sewer mains and service lines to provide utility services to approximately six facilities on campus.</p> <p>AUD plans to utilize Johnson, Laschober & Associates (JLA) to design AUD's water and sanitary sewer utilities for the campus. JLA provided AUD similar design services for the ongoing Fort Gordon Cyber CoE Campus projects, where JLA prepared an AUD campus utility plan and completed design projects phased with the campus construction. This approach worked well providing engineering continuity through campus construction.</p> <p>Considering JLA's experience, AUD requested JLA submit a proposal to provide professional services to design and provide construction services for AUD's water and sanitary sewer utilities for the Cyber Park Campus. These professional services costs are to be recovered within AUD's projects' budgets for Cyber Park Campus utility projects paid for by Fort Gordon.</p>
Analysis:	Based upon their qualifications as preapproved consultants under RFQ #24-132 Engineering Consultant Services for Utilities, the Utilities Department recommends contracting with JLA to provide these engineering services. Utilities Department requests approval in the amount of \$174,000.00 to fund the proposed services.
Financial Impact:	The cost is \$174,000.00.
Alternatives:	No alternatives are recommended.
Recommendation:	Recommend approval for Utilities Department to contract with Johnson, Laschober & Associates for the proposed services in the amount of \$174,000.00.

**Funds are available in 515043490-5212115/ 88880160-5212115
the following accounts:**

REVIEWED AND N/A
APPROVED BY:



ARCHITECTS ♦ ENGINEERS ♦ LANDSCAPE ARCHITECTS

FEE AGREEMENT

PROPOSAL #: 2025-173A

DATE: 2/12/2026

To: Steven Behrend, PE
Augusta Utilities Department
452 Walker St., Suite 200
Augusta, GA 30901

SENT BY: PHONE 706-312-5057
 FAX
 EMAIL sbehrend@augustaga.gov

RE: Fort Gordon Cyber Park Campus Utilities

BY: TREVOR WIMBERLY, P.E.

TIME FRAME: 90 Days (Design Phase) from Notice to Proceed

FEE ARRANGEMENT:

Task A: Utility Coordination, Design & Bid Docs	Estimate	\$ 96,500
Task B: Bid Phase	Estimate	\$ 15,500
Task C: Construction Phase	Estimate	\$ 20,500
Task D: Project Close-Out (As-builts)	Estimate	\$ 6,500
Sub-Total Order A through D	Lump Sum	\$139,000
Additional Services		\$ 35,000
Total Lump Sum PO Amount		\$174,000

LOCATION: Fort Gordon, GA

SCOPE OF SERVICES:

- I. General: The purpose of the services provided by JLA under this contract is to provide engineering design support for the extension of a sanitary sewer (approximately 2,200 LF), water main (fire and potable) connector and looping (approximately 5,000 LF), and irrigation (non-potable) supply main (1 approximately 2,000 LF) from existing and proposed AUD utilities serving the Cyber Park Campus (Cyber Park Site Plan Out Brief) at its perimeter. The design shall coordinate with and serve phased construction (demolition, restoration, modernization and new) while maintaining service to existing facilities.
- II. Existing Conditions:
 - A. Survey: AUD will provide JLA an as-built survey, including underground utility location work for the Cyber Park Campus project. Supplemental survey work, if needed, for utility connections outside of the provided as-built survey will be billed as a part of Additional Services.
 - B. Geotechnical Information: AUD will provide JLA geotechnical information available (new or existing) by Fort Gordon for the Cyber Park project for this work.
- III. Utility Design (Task A):
 - A. Utility Corridors: The design effort will include development of utility corridors within the Cyber Park for AUD utilities and, where possible, other utilities (power, gas, communications, and heating and chilled water, etc.). JLA will develop standard cross-sections specifying individual utility locations within the corridor, spacing between utilities and depth of utilities.
 - B. Campus Sewer Extension:
 - 1. JLA will coordinate with AUD with respect to the horizontal and vertical location of the existing sanitary sewer at its terminus along 15th Street. The campus sewer extension will be installed at the depth to serve the proposed facilities by gravity east of 15th Street

and south of 103rd Avenue and be coordinated to clear other existing and proposed utilities serving the campus.

2. Sewer Capacity: The campus sewer extension will be designed to serve proposed Cyber Park facilities. No existing facilities are anticipated to be connected to the new campus sewer extension.
 3. Sewer Routing (approximately 2,200 LF): JLA will coordinate the horizontal routing of the campus sewer extension with the approved Cyber Park Campus Site Plan to optimize construction and serve the proposed facilities. The routing will anticipate future building lateral connection points and accommodate future building expansions based on the best available information.
 4. Demolition: The plans will incorporate a phased demolition plan of existing sanitary sewer east of 15th Street specific to the Cyber Park Campus through completion of the final facility construction.
- C. Cyber Park Water Extension (potable and fire, approximately 5,000 LF): Note: AUD will make available to JLA all available design and/or as-built drawings related to existing and proposed (12th St., 15th St., 103rd Ave. and 107th Ave.) water lines in the project area. A fire water/potable water loop will be provided for new buildings to provide two points of supply and as needed to accomplish a maximum fire hose lay of 350 feet from fire hydrant to any point on the building.
- D. Irrigation (non-potable) Supply Main (ISM) (Approximately 2,000 LF): Extend existing irrigation supply main to serve common areas around the Cyber Park, following the routing for CCSE and CCWC, where possible. The ISM will terminate with zone valves for each area. Individual zone design (spray head layout and design) serving the park's landscaped areas is not included in this SOW. The ISM will be designed to provide a central control system Base Manager II with PC, server, software, and access to the internet.
- E. NPDES Permitting: JLA will prepare NPDES related documents and assist AUD in application for a NPDES permit.
- F. Meetings: Attend coordination meetings with AUD, DPW, Cyber Park project A/E and private utility companies, to coordinate location and develop utility corridor concept where possible. JLA recommends that AUD take an active role in coordinating utility locations and possible common corridors which we believe would be to their benefit.
- IV. Bid Documents (Task A) JLA will provide drawings and specifications, including the following front-end specifications in digital format for AUD/Procurement:
- A. Invitation to Bid
 - B. Instruction to Bidders
 - C. Bid Form (Exhibit to Standard Form of Agreement)
 - D. Agreement
 - E. Notice of Award
 - F. Notice to Proceed
 - G. Change Order
 - H. Bid Bonds
 - I. Performance and Payment Bonds
 - J. General Conditions
 - K. Supplementary Conditions
 - L. Special Conditions

- M. Application for Payment
 - N. Certificate of Substantial Completion
- V. Bid Phase Services (Task B)
- A. Attend Pre-Bid Meeting.
 - B. Issue Addendum (if required).
 - C. Complete Certified Bid Tab.
 - D. Provide Letter of Recommendation
- VI. Construction Phase Services (Task C)
- A. Attend Pre-construction meeting
 - B. Review Submittals
 - C. Attend monthly contractor meetings
 - D. Respond to RFI's and field conflicts
 - E. Perform key inspections
 - F. Review pay requests
 - G. Participate in semi-final, final inspections and project acceptance.
- VII. Project Close-Out Issue (Task D) As-built drawings based on survey provided by Contractor.
- VIII. Additional Services: An allowance is proposed to address additional services that may be required for a project of this complexity. Additional service items will be identified by task number, description and, if pertinent, construction cost. JLA will submit a description of each additional service item with task number and fee amount. Work will proceed for each additional task upon approval by AUD.

The above proposed work will be performed in accordance with AUD's contract general terms and conditions relevant to this SOW.

Terms and Conditions

Item 7.

Johnson, Laschober & Associates P.C. (JLA) shall perform the services outlined in this agreement for the stated fee agreement.

Access to Site -- Unless otherwise stated, JLA will have access to the site for activities necessary for the performance of the services. JLA will take precautions to minimize damage due to these activities but has not included in the fee the cost of restoration of any resulting damage.

Fee --The total fee, except stated lump sum, shall be understood to be an estimate, based upon Scope of Services, and shall not be exceeded by more than ten percent, without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered.

Billings/Payments -- Invoices will be submitted monthly for services and reimbursable expenses and are due when rendered. Invoices shall be considered PAST DUE if not paid within 30 days after the invoice date and JLA may, without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice. A service charge will be charged at 1.5% (or the legal rate) per month on the unpaid balance. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay cost of collection, including reasonable attorneys' fees.

Indemnifications -- The Client shall indemnify and hold harmless JLA and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorneys' fees) arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act or omission and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except JLA) or anyone for whose acts any of them may be liable.

Hidden Conditions -- A hidden condition is hidden if concealed by existing finishes or if it cannot be investigated by reasonable visual observation. If JLA has reason to believe that such a condition may exist JLA shall notify the client who shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the client fails to authorize such investigation or correction after due notification, or (2) JLA has no reason to believe that such a condition exists, the client is responsible for all risks associated with this condition, JLA shall not be responsible for the existing condition nor any resulting damages to persons or property.

Risk Allocation -- In recognition of the relative risks, rewards and benefits of the project to both the Client and JLA, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, JLA's total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes, shall not exceed the total amount of JLA's fee or other amount agreed upon when added under Special Conditions. Such causes include, but are not limited to JLA's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Jobsite Safety -- Neither the professional activates of JLA, nor the presence of JLA or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties, and responsibilities including but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. JLA and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite safety and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the Client, JLA, and the Consultant's subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance.

Termination of Services -- This agreement may be terminated upon 10 days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay JLA for all services, rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

Ownership Documents -- All documents produced by JLA under this agreement shall remain the property of JLA and may not be used by this Client for any other endeavor without the written consent of JLA.

Applicable Law -- Unless otherwise specified, this agreement shall be governed by the laws of the principal place of business of JLA.

Johnson, Laschober & Associates, P.C.:

Accepted by **Augusta Utilities Department:**

(signature)

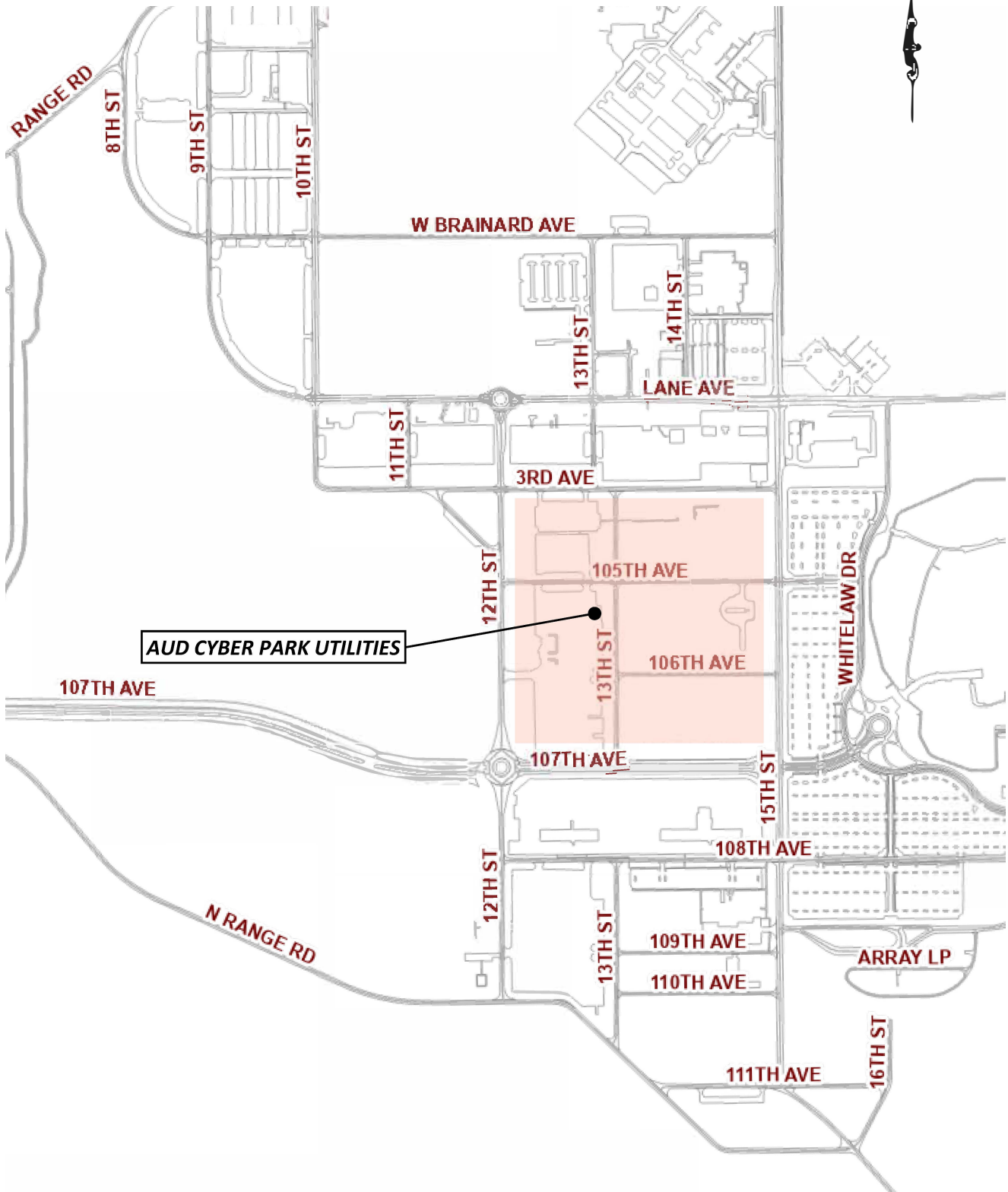
(signature)

(printed name/title)

(printed name/title)

Billing Address: _____

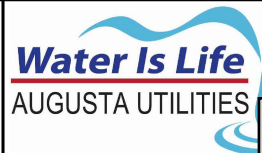
(executed agreement date)



AUD FORT GORDON PROJECT MAP

AUD CYBER PARK UTILITIES

AUGUSTA UTILITIES
DEPARTMENT
452 WALKER STREET, SUITE 200
AUGUSTA, GA 30901





**RFQ Opening: RFQ Item #24-132 Engineering Consulting
Services
for Augusta, GA - Utilities Department
RFQ Due: Tuesday, April 30, 2024 @ 11:00 a.m.**

Total Number Specifications Mailed Out: 24
Total Number Specifications Download (Demandstar): 20
Total Electronic Notifications (Demandstar): 593
Georgia Procurement Registry:
Pre-Qualifications Conference Attendees: 40
Total packages submitted: 17
Total Noncompliant: 2

18-1.

VENDORS	Attachment "B"	Addendum 1	E-Verify #	Save Form	Original	7 Copies
Kleinshmidt Associates, Inc. 141 Main Street Pittsfield, ME 04967	YES	YES	876285	YES	YES	YES
Geosyntec Consultants 1255 Roberts Blvd NW Suite 200 Kennesaw, GA 30144	YES	YES	1581049	YES	YES	YES
Stantec Consulting Services, Inc. 229 Peachtree Street NE Suite 1900 Atlanta, GA 30303	YES	YES	19959	YES	YES	YES
CHA Consulting, Inc. 3 Winners Circle Albany, NY12205	YES	YES	868890	YES	YES	YES
Kimley-Horn and Associates, Inc. 3930 East Jones Bridge Road Ste 350 Peactree Corners, GA 30092	YES	YES	2023677	YES	YES	YES
ADS LLC 340 The Bridge Street Suite 204 Huntsville, AL 35806	YES	YES	23043	YES	YES	YES
Infrastructure Systems Management, LLC 1557 Broad Street Augusta, GA 30904	YES	YES	1266225	YES	YES	YES
Benesch 1005 Broad Street, Suite 200 Augusta, GA 30901	YES	YES	307873	YES	YES	YES
A & S Engineering 1100 Sumter Landing Circle Evans, GA 30809	YES	YES	340435	YES	YES	YES



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Georgia Procurement Registry:
Pre-Qualifications Conference Attendees: 40
Total packages submitted: 17
Total Noncompliant: 2

VENDORS	Attachment "B"	Addendum 1	E-Verify #	Save Form	Original	7 Copies
HDR Engineering, Inc. 1100 Peachtree Street NE, Suite 400 Atlanta, GA 30309	YES	YES	19959	YES	YES	YES
Ardurra Group Inc 973 Broad Street, Suite A Augusta, GA 30901	YES	YES	11815	YES	YES	YES
W K Dickson & Co Inc 1450 Green Street Suite 505C Augusta, GA 30901	YES	YES	110665	YES	YES	YES
Goodwin Mills Cawood, LLC 801 Broad Street, Suite 900 Augusta, GA 30901	YES	YES	1215852	YES	YES	YES
Johnson, Laschober & Associates, PC 1296 Broad Street Augusta, GA 30901	YES	YES	226309	YES	YES	YES
Schnabel Engineering, LLC. 6445 Shiloh Road, Suite A Alpharetta, GA 3005	YES	YES	45353	YES	YES	YES



RFQ Opening: RFQ Item #24-132 Engineering Consulting Services
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Georgia Procurement Registry:
Pre-Qualifications Conference Attendees: 40
Total packages submitted: 17
Total Noncompliant: 2

VENDORS	Attachment "B"	Addendum 1	E-Verify #	Save Form	Original	7 Copies
Hazen and Sawyer 1300 Altmore Avenue, Suite 520 Atlanta, GA 30342	YES	YES	70249	NO Non-Compliant	YES	YES
Cranston Engineering	LATE SUBMITTAL/Non-Compliant					

RFQ #24-132

Engineering Consultant Services Rosters

Category 1 – Water Distribution and Wastewater Collection System Analysis & Design:

- A & S Engineering, LLC
- Ardurra Group, Inc.
- Benesch
- CHA Consulting, Inc.
- Geosyntec Consultants, Inc.
- Goodwyn Mills Cawood, LLC
- HDR Engineering, Inc.
- Infrastructure Systems Management, LLC
- Johnson, Laschober & Associates, P.C.
- Kimley-Horn and Associates, Inc.
- Stantec Consulting Services, Inc.
- W.K. Dickson & Company, Inc.

Category 2 – Water Treatment Plants:

- Ardurra Group, Inc.
- Goodwyn Mills Cawood, LLC
- Stantec Consulting Services, Inc.

Category 3 – Wastewater Treatment Plants:

- Ardurra Group, Inc.
- Goodwyn Mills Cawood, LLC
- Stantec Consulting Services, Inc.

Category 4 – Wastewater Collection System Flow Monitoring:

- ADS, LLC
- CHA Consulting, Inc.
- W.K. Dickson & Company, Inc.

Category 5 – Grant Funding Administration

- HDR Engineering, Inc.
- Kimley-Horn and Associates, Inc.
- W.K. Dickson & Company, Inc.

Category 6 – Dam Safety Engineering and Design

- HDR Engineering, Inc.
- Kleinschmidt Associates, Inc.
- Schnabel Engineering, LLC



Engineering Services Committee Meeting

Meeting Date: April 28, 2026

Wheeler Road (CR601) from I-20 to Augusta West Parkway (CR84)

GDOT PI# 0012867

Bid: 24-213

File Reference: 26 – 014(A)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve revision to funds allocation of Construction Contract to E R Snell Contractor, Inc. (ER Snell) in the amount of \$5,027,990.71 for Wheeler Road (CR601) from I-20 to Augusta West Parkway (CR84) Improvements Project (PI# 0012867). Also authorize and approve reallocating Engineering SPLOST Recaptured amount of \$1,000,000 from Wheeler Rd Project (PI#0012867) to Engineering SPLOST-Traffic Safety & Operation. AE / Bid 24-213
Background:	On November 12, 2024, Augusta Commission approved funding for Wheeler Road (CR601) from I-20 to Augusta West Parkway (CR84) Improvements Project (PI# 0012867) and awarded the construction contract to ER Snell. The Project is one of three traffic flow operational efficiency of various intersections and listed in the Augusta Metropolitan Planning Organization (MPO) TIP. The purpose of this project is gaining operation efficiency by widening/reconfiguration of the intersections to allow for left turn lane. Project cost is partially paid by FHAW federal funds as cost sharing project. Project letting was in FY2024, however, all needed federal funds were not available in this year and balanced was matched by Engineering SPLOST funds. Additional federal funds become available in FY2025 and Augusta Engineering successfully secured needed federal funds. It enabled Augusta Engineering to capture its SPLOST additional matching funds utilized to award the contract.
Analysis:	Wheeler Road (CR601) from I-20 to Augusta West Parkway (CR84) Improvements Project (PI# 0012867) is under construction. Revision to funding allocation and funds sources will not have any impact on project delivery or improvements construction. Meantime requested revision to funds allocation will enable Augusta Engineering to capture its SPLOST additional matching funds utilized to award the contract. Cost sharing is 80/20 (federal/local).

Financial Impact: No adverse impact. Federal funds current allocation to this project is up to \$5,003,577.60. It is roughly a \$2 million increase from initial FY2024 allocation.

Alternatives: No alternate proposed

Recommendation: Approve revision to funds allocation of Construction Contract to E R Snell Contractor, Inc. (ER Snell) in the amount of \$5,027,990.71 for Wheeler Road (CR601) from I-20 to Augusta West Parkway (CR84) Improvements Project (PI# 0012867). Also authorize and approve reallocating Engineering SPLOST Recaptured amount of \$1,000,000 from Wheeler Rd Project (PI#0012867) to Engineering SPLOST-Traffic Safety & Operation. AE / Bid 24-213

Funds are available in the following accounts: (\$5,003,577.60) 340041110-54.14110 / TP1807002-54.14110 and (\$1,024,413.11) 330-041110-54.14110 SPLOST 8-Traffic Operations & Safety

REVIEWED AND APPROVED BY: HM/sr

**Attachment 1:
EXHIBIT C
BUDGET ESTIMATE
(Revised)**

Original Contract Amount

Contract Federal Share:	\$ 2,656,491.00
Contract State Share:	\$ 0,000,000.00
Contract Local Share:	\$ 2,371,499.71
Total Contract Amount:	\$ 5,027,990.71
Total Eligible for Reimbursement:	\$ 2,656,491.00

Supplemental Agreement (SA) No. 1 Amount

(The Original Contract’s Contract Federal Share amount is seventy cents less than the Amount of Federal Funds Obligated by this action from Exhibit G of the Original Agreement. Therefore, the SA Federal Share amount includes seventy cents, and the SA Local Share reduces seventy cents.)

SA Federal Share:	\$ 2,347,086.60
SA State Share:	\$ 0,000,000.00
SA Local Share:	\$ 586,770.78
Total SA Amount:	\$ 2,933,857.38
Total SA Eligible for Reimbursement:	\$ 2,347,086.60

**Composite Contract Totals
(Original Contract + Supplemental Agreement No. 1)**

Composite Contract Federal Share:	\$ 5,003,577.60
Composite Contract State Share:	\$ 0,000,000.00
Composite Contract Local Share:	\$ 2,958,270.49
Composite Total Contract Amount:	\$ 7,961,848.09
Composite Total Eligible for Reimbursement:	\$ 5,003,577.60



Office of the Administrator

Tameka Allen
Administrator

November 12, 2024

Dr. Hameed Malik, Director
Engineering and Environmental Services Department
452 Walker Street, Suite 110
Augusta, GA 30901

Dear Dr. Malik,

At the meeting held on Tuesday, November 5, 2024, and continued November 12, 2024, the Augusta, Georgia Commission, acted on the following items:

24. Received as information Emergency procured services in amount of \$79,500 for 2108 Broad Street structure demolition and material disposal.
25. Approved award of Construction Contract to Reeves Construction Company subject to Value Engineering and in the amount of \$5,152,988.90 for McNutt Dirt Road Improvements Project, subject to receipt of signed contract, proper bonds and other associated documents. Bid 24-215.
26. Approved Supplement funding in amount of \$147,863.54 to an agreement with Jefferson Energy (JE) for McNutt Road Improvements Project, stating that the City of Augusta will pay for the JE Facility Relocation Cost on McNutt Road Dirt Road Paving Project in accordance with the JE estimate.
27. Approved Supplement funding (SA4) to CHA in the amount of \$10,000.00 for the Wrightsboro Rd (Jackson Rd. to Highland Ave.) Improvements Construction Phase CEI Services. RFQ 19-238
28. Approved supplemental funding for Design Consultant Services to Alfred Benesch & Company (formally WR Toole Engineers) in the amount of \$58,625.00 for Azalea Road/the East Augusta Roadway and Drainage Project. RFQ 06-202
29. Approved Supplement funding (SA4) to Goodwyn, Mills & Cawood (GMC) in the amount of \$78,280.00 for the 13th Street & Telfair Street Improvements TIA Projects Construction Phase Services (CEI). RFP 18-266.
30. Approved the continued funding of the current On-Call Field and Laboratory Testing for Soil and Construction Material, and Geotechnical Inspection and Investigation (CMT_Geotech) Services contract in the amount of \$287,970.00 for McNutt Dirt Road Improvements Project. Atlas assigned to McNutt Road construction. RFP 19-179.
31. Approved the continued funding of the current On-Call Field and Laboratory Testing for Soil and Construction Material, and Geotechnical Inspection and Investigation (CMT_Geotech) Services contract in the amount of \$61,420.00 for 5th & 6th Streets Improvements Projects. MC2 assigned to 5th & 6th Streets construction. RFP 19-179

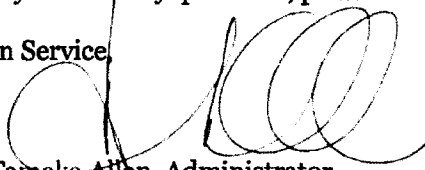
32. Approved award of Construction Contract to E R Snell Contractor, Inc. (ER Snell) subject to Value Engineering and in the amount of \$5,027,990.71 for Wheeler Road (CR601) from I-20 to Augusta West Parkway (CR84) Improvements Project (PI# 0012867), subject to receipt of signed contract, proper bonds and other associated documents. Award is also subject to GDOT & Augusta, Georgia execution of PI# 0012867 Construction Contract. Bid 24-213.

33. Approved supplemental funding (SA2) for Drainage Improvements Engineering Services Agreement to Cranston Engineering (Cranston) for CSX Railroad Cross-drains design engineering in the amount of \$29,500.00 for National Hills Drainage Basin. RFQ 18-148.

34. Approved and authorized Augusta Engineering (AE) to submit, accept and receive Georgia Department of Transportation (GDOT) Financial Assistance from GDOT FY2025 Local Maintenance and Improvement Grant (FY2025 LMIG) for Road Improvements & maintenance projects (Listed under Financial Impact Section). Also authorize Augusta Mayor to sign Cover Letter & GDOT E-Verify affidavit as need arises.

If you have any questions, please contact me.

In Service,



Tameka Allen, Administrator

TA/nd



Engineering Services Committee Meeting

Meeting Date: April 28, 2026

Various Intersections (Laney Walker/RA Dent & Wrightsboro Rd/RA Dent)

Improvements Projects - Design Services for Road Improvements

PI# 0017639 & 0017647 / 24 – 014(T)

Railroad Coordination and Review

File Reference: 26 – 014(T)

- Department:** Engineering & Environmental Services
- Presenter:** Dr. Hameed Malik, Director
- Caption:** Approve entering into an agreement with CSX Transportation, Inc. stating that Augusta, GA will pay for the Preliminary Engineering and Review for the Laney Walker/RA Dent and Wrightsboro Rd/RA Dent Intersections Safety and Operational Improvements Projects in accordance with the estimate \$72,000.00. Also, approve the Agreement & associated documents to be executed by the Augusta, GA Legal Counsel and the Mayor. /AE
- Background:** The Laney Walker/RA Dent and Wrightsboro Rd/RA Dent intersections Improvements are projects from the “Approved Investment List” of TIA2 that was approved by voters of the CSRA on June 9, 2020 referendum. These are Band 3 projects. The project improvements consist of improving roadway safety by road diet, intersection configuration improvements, connectivity to Augusta University Medical Complex by targeted sidewalks improvements. The project will improve pedestrian safety at intersections with new high visibility crosswalks. New street landscaping will be provided, where possible, to enhance pedestrian use and improvement of roadway aesthetics. The roadway crosses CSX tracks warranting CSX design coordination & permitting to ensure the proposed design meets railroad requirements of tracks safety and passing trains safe mobility and a safe construction zone.
- Analysis:** Railroad coordination is required to ensure rail tracks safety and advance the project construction schedule. Augusta would be required to enter into an agreement that Augusta will pay the estimated amount of \$72,000.00. This is a cost that is required to be paid by the City to complete needed engineering review.
- Financial Impact:** Projects TIA funds
- Alternatives:** Do not approve and find alternative to reimburse CSX and complete the TIA project.

Recommendation: Approve entering into an agreement with CSX Transportation, Inc. stating that Augusta, GA will pay for the Preliminary Engineering and Review for the Laney Walker/RA Dent and Wrightsboro Rd/RA Dent Intersections Safety and Operational Improvements Projects in accordance with the estimate \$72,000.00. Also, approve the Agreement & associated documents to be executed by the Augusta, GA Legal Counsel and the Mayor. /AE

Funds are available in the following accounts: (\$72,000) 372-041110-52.12115 / TIA225113-52.12115 Project TIA funds

REVIEWED AND APPROVED BY: HM/sr

Augusta, Richmond Co., GA
R.A. Dent Roadway improvements
Georgia Sub YYG-1.75 to 1.18
OP No. _____

PRELIMINARY ENGINEERING AGREEMENT

This Preliminary Engineering Agreement (this “Agreement”) is made as of _____, 20___, by and between CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida (“CSXT”), and Augusta, Georgia, a body corporate and political subdivision of the State of Georgia (“Agency”).

EXPLANATORY STATEMENT

- 1. Agency wishes to facilitate the development of the proposed **R.A. Dent Roadway improvements. Projects limits from 15th St / Poplar St crossings (643323W / YYG 1.75 & 279430J / YAB-0.08) on the west end and Laney Walker Blvd (279428H / YYG-1.18) on the east in the Atlanta Division, Georgia Subdivision in Augusta, Richmond Co., GA** (the “Project”).
- 2. Agency has requested that CSXT proceed with certain necessary engineering and/or design services for the Project to facilitate the parties’ consideration of the Project.
- 3. Subject to the approval of CSXT, which approval may be withheld for any reason directly or indirectly related to safety or CSXT operations, property, or facilities, the Project is to be constructed, if at all, at no cost to CSXT, under a separate construction agreement to be executed by the parties at a future date.

NOW, THEREFORE, for and in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties and incorporate by reference, the parties agree as follows:

- 1. Scope of Work
 - 1.1. Generally. The work to be done by CSXT under this Agreement shall consist of: (i) the preparation or review and approval of preliminary and final engineering and design plans, specifications, drawings, agreements and other documents pertaining to the Project, (ii) the preparation of cost estimates for CSXT’s work in connection with the Project, and (iii) the review of construction cost estimates, site surveys, plats, legal descriptions, assessments, studies, easements, agreements and related construction documents submitted to CSXT by Agency for the Project (collectively, the “**Engineering Work**”). Engineering Work may also include office reviews, field reviews, attending hearings and meetings, and preparing correspondence, reports, and other documentation in connection with the Project. Nothing contained in this Agreement shall oblige CSXT to perform work which, in CSXT’s opinion, is not relevant to CSXT’s participation in the Project.
 - 1.2. Effect of CSXT Approval or Preparation of Documents. By its review, approval or preparation of plans, specifications, drawings or other documents pursuant to this Agreement (collectively, the “**Plans**”), CSXT signifies only that the Plans and the Project proposed to be constructed in accordance with the Plans satisfy CSXT’s requirements. CSXT expressly disclaims all other representations and warranties in connection with the Plans, including, but not limited to, the integrity, suitability or fitness for the purposes of Agency or any other persons of such Plans or the Project constructed in accordance with the Plans.

2. Project Construction. Nothing contained in this Agreement shall be deemed to constitute CSXT's approval of or consent to the construction of the Project, which approval or consent may be withheld for any reason directly or indirectly related to safety or CSXT operations, property, or facilities. The Project if constructed is to be constructed, if at all, under a separate construction agreement to be executed by the parties at a future date. Furthermore, the PUBLIC AGENCY acknowledges and understands that any estimated cost to construct the Project shall only be good for a limited period of time and that any delays to move to construction, if CSXT agrees to such construction, shall result in increased costs.
3. Reimbursement of CSXT Expenses.
 - 3.1. Reimbursable Expenses. Agency shall reimburse CSXT for all costs and expenses incurred by CSXT in connection with the Engineering Work, including, without limitation: (i) all out of pocket expenses, (ii) travel and lodging expenses, (iii) telephone, facsimile, and mailing expenses, (iv) costs for equipment, tools, materials and supplies, (v) sums paid to consultants and subcontractors, and (vi) labor, together with labor overhead percentages established by CSXT pursuant to applicable law (collectively, the “**Reimbursable Expenses**”).
 - 3.2. Estimate. CSXT has estimated the total Reimbursable Expenses for the Project to be approximately **\$72,000** (the “**Estimate**” as amended or revised). In the event CSXT anticipates that actual Reimbursable Expenses may exceed such Estimate, it shall provide Agency with the revised Estimate of total Reimbursable Expenses for Agency's approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses as reflected in the revised Estimate. CSXT may elect, by delivery of notice to Agency, to immediately cease all further Engineering Work, unless and until Agency provides such approval and confirmation.
 - 3.3. Payment Terms.
 - 3.3.1. Advance Payment in Full. Upon execution and delivery of this Agreement by Agency, Agency will deposit with CSXT a sum equal to the Reimbursable Expenses, as shown by the Estimate. Agency shall submit advance deposit payment to CSXT for Reimbursable Expenses in the amount set forth in Section 3.2 Estimate, with a copy of the **CSXT Schedule PA** form attached to this agreement, to the address on the CSXT Schedule PA form. If CSXT anticipates that it may incur Reimbursable Expenses in excess of the deposited amount, CSXT will request an additional deposit equal to the then remaining Reimbursable Expenses which CSXT estimates that it will incur. CSXT shall request such additional deposit by delivery of invoices to Agency. Agency shall make such additional deposit within thirty (30) days following delivery of such invoice to Agency.
 - 3.3.2. Following completion of all Engineering Work, CSXT shall reconcile the total Reimbursable Expenses incurred by CSXT against the total payments received from Agency and shall submit to Agency a final invoice if required. Agency shall pay to CSXT the amount by which actual Reimbursable Expenses exceed total payments, as shown by the final invoice, within thirty (30) days following delivery to Agency of the final invoice. CSXT will provide a refund of any unused deposits if the deposit exceeds the incurred Reimbursable Expenses for the Project.

- 3.3.3. In the event that Agency fails to pay CSXT any sums due CSXT under this Agreement: (i) Agency shall pay CSXT interest at the lesser of 1.0% per month or the maximum rate of interest permitted by applicable law on the delinquent amount until paid in full; and (ii) CSXT may elect, by delivery of notice to Agency: (A) to immediately cease all further work on the Project, unless and until Agency pays the entire delinquent sum, together with accrued interest; and/or (B) to terminate this Agreement.

- 3.4. Effect of Termination. Agency’s obligation to pay CSXT Reimbursable Expenses in accordance with this Section shall survive termination of this Agreement for any reason.

- 4. Appropriations. Agency represents to CSXT that: (i) Agency has obtained appropriations sufficient to reimburse CSXT for the Reimbursable Expenses encompassed by the initial Estimate; (ii) Agency shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by Agency; and (iii) Agency shall promptly notify CSXT in the event that Agency is unable to obtain such additional appropriations.

- 5. Termination.
 - 5.1. By Agency. Agency may terminate this Agreement, for any reason, by delivery of notice to CSXT. Such termination shall become effective upon the expiration of fifteen (15) calendar days following delivery of notice to CSXT or such later date designated by the notice.

 - 5.2. By CSXT. CSXT may terminate this Agreement (i) as provided pursuant to Section 3.3.3., or (ii) upon Agency’s breach of any of the terms of, or its obligations under, this Agreement and such breach continues without cure for a period of ninety (90) days after written notification from CSXT to Agency of such breach.

 - 5.3. Consequences of Termination. If the Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical to immediately stop the Engineering Work. Accordingly, both parties agree that, in such instance a party may continue to perform Engineering Work until it has reached a point where it may reasonably and/or safely suspend the Engineering Work. Agency shall reimburse CSXT pursuant to this Agreement for the Engineering Work performed, plus all costs reasonably incurred by CSXT to discontinue the Engineering Work and all other costs of CSXT incurred as a result of the Project up to the time of full suspension of the Engineering Work. Termination of this Agreement or Engineering Work on the Project, for any reason, shall not diminish or reduce Agency’s obligation to pay CSXT for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Engineering Work for any reason, CSXT’s only remaining obligation to Agency shall be to refund to Agency payments made to CSXT in excess of Reimbursable Expenses in accordance with Section 3.

- 6. Subcontracts. CSXT shall be permitted to engage outside consultants, counsel and subcontractors to perform all or any portion of the Engineering Work.

- 7. Notices. All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered (i) on the expiration of three (3) days following mailing by first class U.S. mail, (ii) on the next business day following mailing by a nationally recognized overnight

Augusta, Richmond Co., GA
R.A. Dent Roadway improvements
Georgia Sub YYG-1.75 to 1.18
OP No. _____

carrier, or (iii) on the date of transmission, as evidenced by written confirmation of successful transmission, if by facsimile or other electronic transmission if sent on a business day (or if not sent on a business day, then on the next business day after the date sent), to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:

If to CSXT: CSX Transportation, Inc.
500 Water Street, J301
Jacksonville, Florida 32202
Attention: Director Project Management – Public Projects

If to Agency: Augusta, Georgia
452 Walker St,
Augusta GA 30901
Attention: _____

- 8. Entire Agreement. This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.
- 9. Waiver. If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party’s obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.
- 10. Assignment. CSXT may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. Upon assignment of this Agreement by CSXT and the assumption by CSXT’s assignee of CSXT’s obligations under this Agreement, CSXT shall have no further obligations under this Agreement. Agency shall not assign its rights or obligations under this Agreement without CSXT’s prior written consent, which consent may be withheld for any reason.
- 11. Applicable Law. This Agreement shall be governed by the laws of the **State of Georgia**, exclusive of its choice of law rules. The parties further agree that the venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in Duval County, Florida, and the parties agree to submit to the personal jurisdiction of any State or Federal court situated in Duval County, Florida.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

Augusta, Richmond Co., GA
R.A. Dent Roadway improvements
Georgia Sub YYG-1.75 to 1.18
OP No. _____

BY SIGNING THIS AGREEMENT, I certify that there have been no changes made to the content of this Agreement since its approval by the CSXT Legal Department on **June 18, 2025**.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each by its duly authorized officers, as of the date of this Agreement.

Augusta, Georgia

By: _____
Print Name: _____
Title: _____

CSX TRANSPORTATION, INC.

By: _____
Scott Willis
Project Manager - Public Projects of CSXT

Augusta, Richmond Co., GA
 R.A. Dent Roadway improvements
 Georgia Sub YYG-1.75 to 1.18
 OP No. _____

ESTIMATE SUBJECT TO REVISION AFTER: 1/6/2027		DOT NO.: 279430J, 643323W, 279429P, 279428H	
CITY: Augusta	COUNTY: Richmond	STATE: GA	
DESCRIPTION: R.A. Dent Roadway improvements. Projects limits from 15th St / Poplar St crossings (643323W / YYG 1.75 & 279430J / YAB-0.08) on the west end and Laney Walker Blvd (279428H / YYG-1.18) on the east.			
DIVISION: Atlanta	SUB-DIV: Georgia	MILE POST: YYG-1.75 to 1.18	
AGENCY PROJECT NUMBER: City of Autusta			
PRELIMINARY ENGINEERING:			
Contracted & Administrative Engineering Services		\$	47,000
Subtotal		\$	47,000
CONSTRUCTION ENGINEERING/INSPECTION:			
Contracted & Administrative Engineering Services		\$	-
Subtotal		\$	-
FLAGGING SERVICE: (Contract/CSX Labor)			
Engineering Labor (Foreman/Inspector/Flagman)	0	Days @	\$ 700.00
Additive	174.70% (Engineering Department)		\$ -
Subtotal		\$	-
SIGNAL & COMMUNICATIONS WORK:		\$	25,000
TRACK WORK:		\$	-
CONTRACT WORK:		\$	-
PROJECT SUBTOTAL:		\$	72,000
CONTINGENCIES: 0.00%		\$	-
PROJECT TOTAL:		\$	72,000
CURRENT AUTHORIZED BUDGET:		\$	-
TOTAL SUPPLEMENT REQUESTED:		\$	72,000
DIVISION OF COST:			
Agency	100.00%	\$	72,000
Railroad	0.00%	\$	-
		\$	72,000
NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.			
This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work			
Office of Director - CSXT Public Projects, Jacksonville, Florida			
Estimated prepared by: STV		Approved by: CTA CSXT Public Project Group	
DATE: 12/22/25	REVISED: _____	DATE: 01/06/26	

Augusta, Richmond Co., GA
R.A. Dent Roadway improvements
Georgia Sub YYG-1.75 to 1.18
OP No. _____

CSXT Schedule PA

PAYMENT SUBMISSION FORM

Project Description: Augusta, Richmond Co., GA R.A. Dent Blvd Improvement Project YYG-1.75 to YYG 1.18 Atlanta Div., Georgia Sub.

CSXT OP# _____ (To be filled in by CSXT)

Payment may be made via paper check or ACH/EFT payment as detailed below.
Payment due prior to work commencing.

*****Mail a Check*****

Mail this form (via USPS only),
along with your paper check (do not
send the Agreement) to the following
address:

**CSX Transportation, Inc.
P.O. Box 530192
Atlanta, GA 30353-0192**

OR

*****ACH/EFT Payment*****

Submit Payment to:

**CSXT Govt. Billing
P.O. Box 530192
Atlanta, GA 30353-0192**

**Acct # 1219082172
ACH ABA# 267084199**

When submitting payment VIA EITHER CHECK OR ACH/EFT, send a photocopy of the check or associated ACH/EFT payment info, along with this form via email/mail to:

**Project Manager
Scott_Willis@csx.com
With copes to:
Amy_Henry@csx.com
Janae.Hudgins@stvinc.com**

(All information below to be completed by Agency providing Payment)

<u>Sponsor Name</u>	<u>Payment Date</u>	<u>Check #</u>	<u>Amount</u>
_____	_____	_____	_____



Engineering Services Committee Meeting

Meeting Date: April 28, 2026

Telfair Street & 6th Street Improvements Projects

Railroad Coordination during Construction Phase

TIA Project Numbers: PI#0011409 / PI 0011421

File Reference: 26 – 014(T)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve Railroad Coordination Agreement supplement funds to Norfolk Southern Railway Company (NFS) in amount of \$41,726.00 in accordance with the NFS Force Account estimate supplement for Transportation Investment Act (TIA) Projects, Telfair Street (PI0011409) & 6th Street (PI0011421) Improvements Construction. / AE
Background:	6th Street & Telfair Street Improvements projects from the “Approved Investment List” of TIA that was approved by voters of the CSRA in July 31, 2012 referendum. This project is ready for construction and presently is in construction letting phase. This project consists of resurfacing, reconstructing the existing curb and gutter, replacing sidewalks, improving pedestrian safety at intersections with new visibility crosswalks and organizing the existing parallel parking. Project improvements also include improvements & construction activities in close proximity to NFS railroad tracks. It warrants coordination with Norfolk Southern Railway Company to ensure passing trains safe mobility and a safe construction zone. Telfair Street & 6th Street crosses railroad tracks. Coordination with NFS at this intersection was phased and covered under a supplement to the original agreement estimated cost.
Analysis:	Railroad coordination is required to ensure rail tracks safety and advance the project construction schedule. Augusta entered into an agreement with NFS on August 2, 2022 for TIA 6th Street Improvements coordination during construction phase. This supplement is the continuity of this agreement to cover 6th street & Telfair Street intersection improvements construction. NFS coordination covering this intersection was phased until active construction approaches this segment of roads.
Financial Impact:	TIA 6th Street Project TIA funds.
Alternatives:	Do not approve and find alternative to reimburse NFS and complete the TIA project.

Recommendation: Approve Railroad Coordination Agreement supplement funds to Norfolk Southern Railway Company (NFS) in amount of \$41,726.00 in accordance with the NFS Force Account estimate supplement for Transportation Investment Act (TIA) Projects, Telfair Street (PI0011409) & 6th Street (PI0011421) Improvements Construction. / AE

Funds are available in the following accounts: (\$41,726) 371041110-54.14110 / T15041220-54.14110 – TIA Project Funds (6th Street)

REVIEWED AND APPROVED BY: HM/sr

FORCE ACCOUNT ESTIMATE

Work to be Performed By: Norfolk Southern Railway Company
 Project Description: 6th Street Improvements
 Location: Augusta, Richmond County, GA
 Project No.: GDOT-0011421/0011409/0011382/0011389
 Milepost: AS-00.00 to AS-00.60 or (D -131.8 for all)
 File: TRK0120043
 Date: Original+Supplement March 30, 2026

ITEM A - Preliminary Engineering	0									
ITEM B - Construction Engineering	124,557									
ITEM C - Administration	9,609									
ITEM D - Railroad Protective Services	0									
ITEM E - Communications	0									
ITEM F - Signal & Electrical	0									
ITEM G - Track Work	0									
ITEM H - T-Cubed	0									
	<table border="0"> <tr> <td>Total</td> <td>\$</td> <td align="right">134,166</td> </tr> <tr> <td>Contingency 0%</td> <td>\$</td> <td align="right">-</td> </tr> <tr> <td>GRAND TOTAL</td> <td>\$</td> <td align="right">134,166</td> </tr> </table>	Total	\$	134,166	Contingency 0%	\$	-	GRAND TOTAL	\$	134,166
Total	\$	134,166								
Contingency 0%	\$	-								
GRAND TOTAL	\$	134,166								

ITEM A - Preliminary Engineering

(Review plans and special provisions, prepare estimates, etc.)

		Supplement	
Labor:	0 Hours @ \$60 / hour=	0	0
Labor Additives:		0	0
Travel Expenses:		0	0
Services by Contract Engineer:		0	0
		<hr/>	
NET TOTAL - ITEM A		\$ -	\$ -

ITEM B - Construction Engineering

(Coordinate Railway construction activities, review contractor submittals, etc.)

		Supplement	
Labor:	40 Hours @ \$60 / hour=	2,400	600
Labor Additives:		1,886	671
Travel Expenses:		1,500	500
Services by Contract Engineer:		82,000	35,000
NET TOTAL - ITEM B		\$ 87,786	\$ 36,771

ITEM C - Administration

		Supplement	
Agreement Construction, Review and/or Handling:		2,460	2,460
Protective Services Process/Handling Fee:		0	
Accounting Hours (Labor):	40 Hours @ \$30 / hour=	1,200	800
Accounting Additives:		994	1,695
NET TOTAL - ITEM C		\$ 4,654	\$ 4,955

ITEM D - Railroad Protective Services

(During construction on, over, under, or adjacent to the track.)

		Supplement	
Labor:	Protective Services 0 days @ 390.00 per day= (based on working 12 hours/day)	0	0
Labor Additive:		0	0.00
Travel Expenses, Meals & Lodging:	0 days @ \$100/day=	0	0.00
Rental Vehicle	0 months @ \$950/month=	0	0
NET TOTAL - ITEM D		\$ -	\$ -

ITEM E - Communications

		Supplement	
Material:		0	0
Labor:		0	0
Purchase Services:		0	0
Subsistence:		0	0
Additive:		0	0
NET TOTAL - ITEM E		\$ -	\$ -

ITEM F - Signal & Electrical

	Supplement	
Material:	0	0
Labor:	0	0
Purchase Services:	0	0
Other:	0	0
	0	
NET TOTAL - ITEM F	\$	-

ITEM G - Track Work

	Supplement	
Material:	0	0
Labor:	0	0
Additive:	0	0
Purchase Services:	0	0
	0	
NET TOTAL - ITEM G	\$	-

ITEM H - T-CUBED

Lump Sum	\$	-
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NOTES

1. For all groups of CONTRACT employees, the composite labor surcharge rate used in this estimate (including insurance) is 272.34%. Self Insurance - Public Liability Property Damage is estimated at 16.00%. Work will be billed at actual current audited rate in effect at the time the services are performed.

2. For all groups of NON-CONTRACT employees, the composite labor surcharge rate used in this estimate (including insurance) is 111.82%. Self Insurance - Public Liability Property Damage is estimated at 16.00%. Work will be billed at actual current audited rate in effect at the time the services are performed.

3. All applicable salvage items due the Department will be made available to it at the jobsite for its disposal.

4. The Force Account Estimate is valid for one (1) year after the date of the estimate (03/30/2026). If the work is not performed within this time frame the Railway may revise the estimate to (1) include work not previously indicated as necessary and (2) reflect changes in cost to perform the force account work.

N-S Project No.16870.003

2025 - 2027(1440003804)

ESTIMATE FOR SUPPLEMENTAL CONSTRUCTION ENGINEERING SERVICES
AUGUSTA, RICHMOND COUNTY, GA

Rate Schedule

CITY OF AUGUSTA, RICHMOND COUNTY, GA - PROPOSED 6TH ST. IMPROVEMENT PROJECT
 BETWEEN NS MP AS-000.00 AND MP AS-000.60 AND ADDED RAILROAD CROSSING
 MODIFICATIONS AT TELFAIR ST. (DOT#864841C). NS FILE: TRK0120043. NSI FILE:16870.003.
 CITY OF AUGUSTA/GDOT PI: 0011421-6th ST.
 (0011409-TELFAR ST. / 0011382-BROAD ST. / 0011389-GREENE ST.).

I. PROJECT MANAGEMENT / CONSTRUCTION SUBMITTAL REVIEW

Program Manager	0	Hrs. @	\$ 207.00	\$	-
Project Engineer	0	Hrs. @	\$ 135.00	\$	-
Sub-Total				\$	-

II. PRECONSTRUCTION MEETING / CONSTRUCTION MONITORING

Program Manager	2	Hrs. @	\$ 207.00	\$	414
Project Engineer	48	Hrs. @	\$ 135.00		6,480
Construction Inspector	160	Hrs. @	\$ 120.00		19,200
Clerical	2	Hrs. @	\$ 90.00		180
Sub-Total				\$	26,274

III. FINAL INSPECTION / CLOSEOUT

Program Manager	2	Hrs. @	\$ 207.00	\$	414
Project Engineer	40	Hrs. @	\$ 135.00		5,400
Construction Inspector	10	Hrs. @	\$ 120.00		1,200
Clerical	1	Hrs. @	\$ 90.00		90
Sub-Total				\$	7,104

DIRECT COSTS

Subsistence	0	Days @	\$ 150.00	\$	-
Travel (Auto)	2,340	Miles @	\$ 0.67	\$	1,568
Photos				\$	-
Printing				\$	40
Postage				\$	14
Phone Calls (Actual)				\$	-

TOTAL DIRECT COSTS \$ 1,622

TOTAL ESTIMATE

\$ 35,000

NEEL-SCHAFFER, INC.

March 30, 2026

Justin T. Wood

Justin T. Wood, P. E.
 Railroad Program Manager



Engineering Services Committee Meeting

Meeting Date: April 28, 2026

Augusta Residential Waste Collection & Disposal Contract

Contractor (Costal Waste & Recycling) Service Performance Damage Waiver Request

Contract/ RFP 25-900A

File Reference: 26 – 014(A)

- Department:** Engineering & Environmental Services
- Presenter:** Dr. Hameed Malik, Director
- Caption:** Consider Service Performance Damage Waiver Request by Augusta Residential Waste Collection & Disposal contractor, Coastal Waste & Recycling, covering initial Ninety (90) days period. RFP 25-900A/AE
- Background:** Coastal Waste & Recycling (contractor) is the RFP 25-900A/Residential Waste Collection & Disposal Services (contract) awarded contractor. Augusta Commission awarded this contract on June 3, 2025 effective August 1, 2025. It provided the contractor with roughly ninety (90) days to execute its implantation plan that was submitted as part of the contractor RFP document submittal and later updated during the fee negotiation phase. The fee negotiation phase submitted Implementation plan became an integral part of the contract. Augusta, Georgia included the draft contact document in the RFP document. Reason being, it is providing the interested vendor the advance opportunity to review the contact document, understand service delivery terms & conditions, including service performance damages and ask questions or get clarity.
- Analysis:** Augusta Commission awarded the Residential Waste Collection & Disposal Services contract to Coastal Waste & Recycling firm (contractor) on June 3, 2025. Coastal Team & Augusta Team discussed the Services Implementation Plan (submitted by the contractor) in details prior to the Augusta Team making contract award recommendations to Augusta Commission. It is a County-wide service delivery contract divided in three zones (Zone 1, Zone 2, Zone 3). The contractor served Zones 2 & 3 under the previous contract. Zone 1 was served by another contractor previously.

Attached Exhibit A is the Contractor Damages Waiver request letter. The letter states performance damages waiver reasoning. The contractor initially submitted damages waiver request was for the initial 120 days (contractor letter dated September 19, 2025). Later the contractor modified the damage waiver period to the initial 90 days period (contractor letter dated March 6, 2026).

Attached Exhibit B is Augusta Engineering & Environmental Services department (department) response to Coastal damage waiver request & associated reasoning. In summary the department is recommending disapproval of the contractor damage waiver request.

Attached Exhibit C is first 90 days (August 2025 thru October 2025) Performance Damages Summary Report.

Financial Impact: If Service Performance damage waiver is approved, Augusta has to issue credit to Coastal Waste & Recycling in amount of \$144,750.00 covering initial 90 days period August 2025 through October 2025. [\$70,450 (August), \$43,450 (September), \$30,850 (October).

Alternatives: N/A

Recommendation: Consider Service Performance Damage Waiver Request by Augusta Residential Waste Collection & Disposal contractor, Coastal Waste & Recycling, covering initial Ninety (90) days period. RFP 25-900A/AE

Funds are available in the following accounts: 542 044110-52.22110

REVIEWED AND APPROVED BY: HM/sr

**EXHIBIT A / P1**

Hameed Malik, Ph.D. PE

March 6, 2026

Director Engineering &
Environmental Services
Engineering Administration
452 Walker Street, Suite 110,
Augusta, GA 30901

Re: Request for 90 Day Waiver of Liquidated Damages

Dear Dr. Malik,

Please allow this letter to serve as a formal request by Coastal Waste & Recycling ("Coastal") that the City of Augusta (the "City") waive liquidated damages related to the Solid Waste & Recyclables Collection & Disposal Service Contract ("Contract") for a 90-day period as a result of issues related to the implementation period and transition from the previous hauler to Coastal.

Coastal received the fully executed Contract on July 22, 2025, nine days before the August 1 launch date. While the team worked diligently to prepare during that period, the limited timeframe presented challenges in completing all aspects of the implementation and transition from the City's previous hauler.

During the first three months of the contract, it became evident that several key aspects of the transition would present challenges in completing all elements of the work fully in accordance with the terms and conditions of the agreement. As implementation progressed, Coastal encountered a number of operational hurdles associated with the transition process.

The following provides additional details regarding some of the challenges encountered during the transition period that impacted our ability to fully meet certain service standards established in the agreement and led to the assessment of liquidated damages.

Solid Waste Cart deliveries, exchanges, and repairs:

Coastal was unable to place orders for new carts bearing the City's logo until a fully executed contract was received and the cart design was approved by City staff. As the City is aware, once carts are ordered they must be manufactured and stamped, and there is no inventory available for immediate delivery to residents.

Due to the timing of the City's award of the three service zones to Coastal and the subsequent execution of the contract on July 22, Coastal advised staff during a July 9 meeting that we would not be able to begin cart deliveries by the August 1 start date. During that same meeting, Coastal inquired about the City's existing agreement with Otto for cart supply. Staff advised that the Otto agreement would remain in place until November and indicated that the city had already placed an order for carts in June. Based on those discussions, Coastal understood that replacement carts would be available and that the absence of Coastal-provided carts by August 1 would not present an issue.

EXHIBIT A / P2

The City further advised Coastal that three loads of carts, totaling 1,680—including 311 solid waste carts—had been ordered on June 26, 2025, and were in the process of being delivered. Coastal was fully aware that the cost of these carts and their delivery would be our responsibility, and that once received, these carts would remain under Coastal's care and management.

However, the carts were not received until September 23. In the meantime, the City had no inventory available, and resident requests submitted through 311 for new carts, repairs, and exchanges had been accumulating since July. As a result, most of the liquidated damages assessed during the first three months were directly related to the unavailability of carts, rather than Coastal's operational performance.

Service Challenges – Data Accuracy

The City's system data in Eremos, particularly for Zone 1, has proven to be inaccurate and incomplete with respect to information from the previous hauler. For example, Eremos reflected that the previous hauler was performing 6–8 routes, whereas Coastal is currently running eleven routes and later confirmed that the previous hauler had also been running eleven routes despite what Eremos indicated. Coastal has had to devote significant local resources to update and reconcile this information, which has directly impacted our service efficiency.

Additionally, the data has been inaccurate regarding assistant collection services and identifying which households are entitled to second-cart service, making it challenging for Coastal to reliably determine service eligibility. These deficiencies have been a major contributing factor to service delays and errors during the transition period.

City 311 System Challenges

The handling of cart-related requests in the City's 311 system has presented additional challenges. Coastal was initially advised that the response clock would start when a resident called 311. Coastal raised concerns about the fairness of this approach, as we cannot schedule or perform these cart jobs until the City's team has coded the work order. Under the contract, Coastal's response time begins once we are able to act on the request.

It was ultimately agreed that Coastal's response time would not start until the work order had been coded. However, there is currently no timestamp to verify when a work order has actually been updated. Coastal suggested adding a note on the resident account to ensure a timestamp is recorded. While this suggestion was not initially accepted, a review of cart jobs on September 17 indicates that the City has begun adding notes to reflect when a job has been coded and the work order date has been updated.

Summary

Given the foregoing—particularly the transition and implementation challenges, and the fact that both the City and Coastal continue to adjust processes and procedures following the contract, Coastal respectfully requests a 90-day waiver of any liquidated damages for August September and October 2025.

EXHIBIT A / P3

Coastal remains committed to working collaboratively with the City to resolve these matters and deliver the level of service residents expect. During our recent presentation to the Commission and City staff, Coastal highlighted that over the first seven months of this agreement, we have continued to improve the service offering, work closely with City staff to resolve issues and concerns in a timely manner and within the guidelines of the agreement, and strive to provide the level of service that the City of Augusta both deserves and expects.

Sincerely,

A handwritten signature in blue ink, appearing to read "John Casagrande", with a long horizontal flourish extending to the right.

John Casagrande



September 19, 2025

Tameka Allen
City of Augusta Administrator
535 Telfair St.
Suite 910
Augusta, GA 30901

Re: Request for 120 Day Waiver of Liquidated Damages

Dear Ms. Allen,

Please allow this letter to serve as a formal request by Coastal Waster & Recycling (“Coastal”) that the City of Augusta (the “City”) waive liquidated damages related to the Solid Waste & Recyclables Collection & Disposal Service Contract (“Contract”) for a 120-day period as a result of issues related to the implementation period and transition from the previous hauler to Coastal.

Through the RFP process, including contract negotiation and design of the implementation plan, there was an understanding between the City and Coastal that due to delays in the City’s procurement process, that issues with the start-up of the contract were expected and that Coastal should not be penalized with liquidated damages for issues that the City bears responsibility for.

It is well-known that Coastal did not receive a fully executed Contract until July 22, 2025 – a mere nine days before the August 1st launch date. This delay materially affected our ability to execute the implementation and transition from the City’s previous hauler.

During our recent meeting, we learned for the first time that the City intended to levy liquidated damages. While we have not been told what these potential liquidated damages relate to, we will take this opportunity to generally address some implementation issues:

- **New Carts:** We were unable to place orders for new carts stamped with the City logo, until we received a signed contract and approval of cart design from Staff. As the City is aware, once carts are ordered, they must be manufactured and stamped – there is not an inventory available for immediate delivery to customers. With the City’s delay in awarding the three zones to Coastal and subsequently executing a contract, Coastal explained to Staff during a July 9th meeting that we would not be ready to deliver carts on the start of the contract. In that same meeting, we asked Staff about the City’s then-existing agreement with Otto for carts. We were advised that the Otto agreement would remain in place until November. Staff also communicated that they placed an order for carts in June, and that therefore, us not having replacement carts by August 1st was acceptable to the City. It was not until after the launch of the contract, did we learn that the City decided to cancel its agreement with Otto, leaving a void in the supply and delivery of carts.

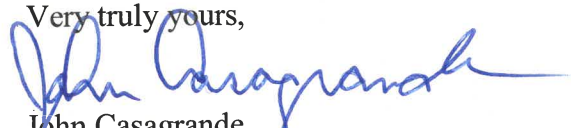
- **Service:** The City's system data in Eremos, particularly Zone 1, has proven inaccurate and incomplete data as it relates to the previous hauler. For example, Eremos reflects that the previous hauler was performing 6-8 routes, yet Coastal is currently running 11 routes and learned that the previous hauler had also been running 11 routes despite Eremos indicating otherwise. We have had to devote significant local resources to update and reconcile this information, which has directly affected service efficiency. The data has also been inaccurate regarding assistant collection service and identifying which households are entitled to second cart service, making it impossible for Coastal to reliably determine which households are entitled to such services. These deficiencies have been a major contributing factor to service delays and errors.
- **City's 311 System:** The handling of cart jobs in the City's system also presents concerns. During a call with Becky & Shane last week, Coastal was initially advised that the clock starts when the resident calls 311. Coastal questioned the fairness of this because Coastal cannot schedule or perform these cart jobs until the City's team has coded the work order. Per our contract with the City, the time to respond is to begin once Coastal is able to act on the request. It was ultimately agreed that Coastal's time to complete would not start until the coding is added; however, there is no timestamp to verify when the work order has actually been updated. Coastal suggested that the City add a note on the account to ensure it is time stamped. This suggestion was not accepted, although in reviewing cart jobs on September 17th, it appears that notes are now being added by the City indicating that the job has been coded and that the date of the work order has been changed.

Given the foregoing, specifically the transition and implementation issues and the fact that both the City and Coastal are continuing to adjust processes and procedures following startup of the contract, Coastal respectfully requests a 120-day waiver of any liquidated damages.

We have consistently communicated this request and believe it is a reasonable and necessary step toward ensuring the long-term performance services for the City. This waiver period will allow both Coastal and the City to reconcile route data, resolve implementation gaps, and establish a fair and accurate system for work order timekeeping. During this period, and provided that City Staff is willing to participate, Coastal is prepared to assume the cost of conducting a joint comprehensive route and cart audit to bring the City's data fully up to date. This effort will also support the City's future transition into the new Platform system.

Coastal remains committed to working collaboratively with the City to resolve these matters and deliver the level of service residents expect.

Very truly yours,



John Casagrande
Vice President, Business Development

EXHIBIT C / P1

MONTHLY PERFORMANCE SUMMARY

COASTAL WASTE AUGUST, 2025

Section	KEY PERFORMANCE AREAS		UNITS OBSERVED	UNITS ASSESSED	DAMAGES
3.11.4.a	Request for Service	\$100.00 each	938	9	\$900.00
3.11.4.b	Request for Service	\$5,000.00 per month	0	0	\$0.00
3.11.4.c	Request for Service	\$500.00 each	0	0	\$0.00
3.11.4.di	Repeat collection miss	\$500.00	78	69	\$34,500.00
	REPEAT COLLECTION MISS 30 DAY	\$500.00 EACH	1	1	-\$500.00
3.11.4.dii	Repeat collection miss	\$1,000.00 each	5	5	\$5,000.00
3.11.4.f	Area misses	\$2,000.00	100	100	\$2,000.00
3.11.4.f	Area misses	\$20.00 each	265	265	\$5,300.00
3.11.5	Courtesy collections	\$100.00 each	0	0	\$0.00
4.4.1	Route Order	\$500.00 per route	0	0	\$0.00
5.5.1	Cart deliver, replace, remove, exchange	\$50.00 each	1627	1627	\$81,350.00
	RECYCLE WORK ORDER	\$50.00 EACH		231	-\$11,550.00
	CONTRACTED TO BE ALLOWED (5) DAYS	\$50.00 EACH		106	-\$5,300.00
	DUPLICATES	\$50.00 EACH		269	-\$13,450.00
	CANCELLED	\$50.00 EACH		21	-\$1,050.00
	HOLD	\$50.00 EACH		5	-\$250.00
	COMPLETED IN 5 DAYS	\$50.00 EACH		605	-\$30,250.00
	COMPLETED IN 6 DAYS	\$50.00 EACH		13	-\$650.00
5.6.1	Cart repair	\$50.00 each	238	238	\$11,400.00
	RECYCLE WORK ORDER	\$50.00 EACH		1	-\$50.00
	CONTRACTED TO BE ALLOWED (5) DAYS	\$50.00 EACH		22	-\$1,100.00
	DUPLICATES	\$50.00 EACH		1	-\$50.00
	CANCELLED	\$50.00 EACH		2	-\$100.00
	HOLD	\$50.00 EACH			\$0.00
	COMPLETED IN 5 DAYS	\$50.00 EACH		180	-\$9,000.00
	COMPLETED IN 6 DAYS	\$50.00 EACH		4	-\$200.00
5.8	Cart damage by Customer	+\$80.13 credit each	0	0	\$0.00
6.4	Emergency unloading	\$100.00 per 2-hr period	0	0	\$0.00
6.4	Emergency unloading	\$2,000.00 per event	0	0	\$0.00
6.5.2	Vehicle leaks and spills	\$3,000.00 per event	5	0	\$0.00
6.5.2.a	Vehicle leaks and spills	\$1,500.00 each	5	0	\$0.00
6.5.2.b	Vehicle leaks and spills	\$1,000.00 each additional	5	3	\$3,000.00
7.2.1	Designated disposal facility	breach	0	0	\$0.00
11.3.3	Property Damage	\$2,000.00 each	7	0	\$0.00
11.4	Care and Diligence - Littering	\$250.00 per event	9	2	\$500.00
3.4.2	Mixed Loads	\$1,000.00 each	0	0	\$0.00
					\$70,450.00

MONTHLY PERFORMANCE SUMMARY

EXHIBIT C / P2

COASTAL WASTE

SEPTEMBER, 2025

Section	KEY PERFORMANCE AREAS		UNITS OBSERVED	UNITS ASSESSED	DAMAGES
3.11.4.a	Request for Service Misses	\$100.00 each	581	4	\$400.00
					-\$100.00
3.11.4.b	Request for Service	\$5,000.00 per month	0	0	\$0.00
3.11.4.c	Request for Service	\$500.00 each	0	0	\$0.00
3.11.4.di	Repeat collection miss	\$500.00	49	47	\$23,500.00
					-\$3,500.00
3.11.4.dii	Repeat collection miss	\$1,000.00 each	17	17	\$17,000.00
					-\$5,000.00
3.11.4.f	Area misses	\$2,000.00	0	0	\$0.00
3.11.4.f	Area misses	\$20.00 each	0	0	\$0.00
3.11.5	Courtesy collections	\$100.00 each	0	0	\$0.00
4.4.1	Route Order	\$500.00 per route	0	0	\$0.00
5.5.1	Cart deliver, replace, remove, exchange	\$50.00 each	296	199	\$9,950.00
					-\$700.00
5.6.1	Cart repair	\$50.00 each	39	39	\$1,950.00
					-\$50.00
5.8	Cart damage by Customer	+\$80.13 credit each	0	0	\$0.00
6.4	Emergency unloading	\$100.00 per 2-hr period	0	0	\$0.00
6.4	Emergency unloading	\$2,000.00 per event	0	0	\$0.00
6.5.2	Vehicle leaks and spills	\$3,000.00 per event	2	0	\$0.00
6.5.2.a	Vehicle leaks and spills	\$1,500.00 each	2	0	\$0.00
6.5.2.b	Vehicle leaks and spills	\$1,000.00 additional	0	0	\$0.00
7.2.1	Designated disposal facility	breach	0	0	\$0.00
11.3.3	Property Damage	\$2,000.00 each	4	0	\$0.00
11.4	Care and Diligence - Littering	\$250.00 per event	8	0	\$0.00
3.4.2	Mixed Loads	\$1,000.00 each	0	0	\$0.00
					\$52,800.00
					-\$9,350.00
					\$43,450.00

MONTHLY PERFORMANCE SUMMARY

EXHIBIT C / P3

COASTAL WASTE


October, 2025

Section	KEY PERFORMANCE AREAS		UNITS OBSERVED	UNITS ASSESSED	DAMAGES
3.11.4.a	Request for Service Misses	\$100.00 each	353	1	\$100.00
					-\$100.00
3.11.4.b	Request for Service	\$5,000.00 per month	0	0	\$0.00
3.11.4.c	Request for Service	\$500.00 each	0	0	\$0.00
3.11.4.di	Repeat collection miss	\$500.00	29	20	\$10,000.00
					-\$2,000.00
3.11.4.dii	Repeat collection miss	\$1,000.00 each	9	9	\$9,000.00
					-\$1,000.00
3.11.4.f	Area misses	\$2,000.00	0	0	\$0.00
3.11.4.f	Area misses	\$20.00 each	0	0	\$0.00
3.11.5	Courtesy collections	\$100.00 each	0	0	\$0.00
4.4.1	Route Order	\$500.00 per route	0	0	\$0.00
5.5.1	Cart deliver, replace, remove, exchange	\$50.00 each	304	304	\$15,200.00
					-\$700.00
5.6.1	Cart repair	\$50.00 each	7	7	\$350.00
5.8	Cart damage by Customer	+\$80.13 credit each	0	0	\$0.00
6.4	Emergency unloading	\$100.00 per 2-hr period	0	0	\$0.00
6.4	Emergency unloading	\$2,000.00 per event	0	0	\$0.00
6.5.2	Vehicle leaks and spills	\$3,000.00 per event	1	0	\$0.00
6.5.2.a	Vehicle leaks and spills	\$1,500.00 each	1	0	\$0.00
6.5.2.b	Vehicle leaks and spills	\$1,000.00 additional	0	0	\$0.00
7.2.1	Designated disposal facility	breach	0	0	\$0.00
11.3.3	Property Damage	\$2,000.00 each	15	0	\$0.00
11.4	Care and Diligence - Littering	\$250.00 per event	4	0	\$0.00
3.4.2	Mixed Loads	\$1,000.00 each	0	0	\$0.00
					\$34,650.00
					-\$3,800.00
					\$30,850.00

MEMORANDUM

EXHIBIT B / P1 thru P32

TO: Tameka Allen, Administrator

FROM:  Hameed Malik, Ph.D., PE, Director- Engineering & Environmental Services

DATE: September 27, 2025

SUBJECT: Coastal Waste & Recycling Services Damage Waiver Request
Augusta Residential Waste Collection & Disposal Services Contract
Contract: RFP 25-900A
File Reference: 25-014

Augusta Engineering & Environmental Services (AE) reviewed Coastal Waste & Recycling (Coastal) nonperformance damages waiver request noted in Coastal's letter dated September 19, 2025 and is offering the attached response and recommending denial of this request for reasons stated under AE attached response. Coastal was well aware of nonperforming damages. Coastal Management & AE Director discussed damage waiver soon after Augusta Commission awarded the subject contract to Coastal on June 3, 2025. Coastal was informed during discussion of this item and also in writing that damages will not be waived.

It is AE's observation that Coastal services transition implementation was poorly communicated among its various levels of operations. Coastal made multiple changes in field operation staff since start of this contract, indicating that Coastal was aware of issues with its transitions implementation & services delivery per contract terms & conditions. Also please note that Coastal was the service provider for Zone 2 & Zone 3 services area under previous contract and is very familiar with service routes and needed resources to continue services as required under subject contract.

Should you require additional information, please do not hesitate to contact me.

Thank you.

Attachments:

- 1- AE Itemized Response to Costal Damage Waiver Letter
- 2- Coastal May 13, 2025 Implementation Plan
- 3- AE June 19, 2026 June Email to Costal- Response to Coastal with respect to Contract changes
- 4- Contract Marked pages with AE response to Coast (part of June 19, 2025 email
- 5-August 2025 Damages Summary



September 19, 2025

Tameka Allen
 City of Augusta Administrator
 535 Telfair St.
 Suite 910
 Augusta, GA 30901

Re: Request for 120 Day Waiver of Liquidated Damages

Dear Ms. Allen,

Please allow this letter to serve as a formal request by Coastal Waste & Recycling ("Coastal") that the City of Augusta (the "City") waive liquidated damages related to the Solid Waste & Recyclables Collection & Disposal Service Contract ("Contract") for a 120-day period as a result of issues related to the implementation period and transition from the previous hauler to Coastal.

- 1) Through the RFP process, including contract negotiation and design of the implementation plan, there was an understanding between the City and Coastal that due to delays in the City's procurement process, that issues with the start-up of the contract were expected and that Coastal should not be penalized with liquidated damages for issues that the City bears responsibility for.

Department Response:

Coastal's statement is not factual. Coastal was aware that damages will not be waived. Shifting Coastal's performance failure burden to Augusta is just Coastal's attempt to gain the support of the Augusta Commission. This item was discussed with the Coastal VP in June 2025. There was email communication among Coastal VP, Coastal General Counsel and Augusta Engineering & Environmental Services (AE) Director.

- 1) June 18, 2025- Coastal General Counsel email contract document with proposed changes.
- 2) June 19, 2025 – AEES sent email response to Coastal Genial Counsel & copy Coastal VP.
- 3) June 20, 2025 – Coastal VP sent email acknowledging receipt of AEES response and suggested setting up meeting to review proposed revisions and AEES response
- 4) June 20, 2025 – at 4:45pm Coastal VP and AEES director had TEAM meeting and went over proposed revisions and AEES response. Coastal VP agreed to majority of AEES response comments including no revision to "Damages" clause. [that damages will apply from contact start date of August 1, 2025]

Marked up contract document attached as reference to above response

- 2) It is well-known that Coastal did not receive a fully executed Contract until July 22, 2025 - a mere nine days before the August 1st launch date. This delay materially affected our ability to execute the implementation and transition from the City's previous hauler.

Department Response: Coastal's statement is not factual. Coastal committed to begin implementing all tasks immediately upon award of the contract. Coastal submitted revised Services Implementation Plan on May 13, 2025 ensuring smooth transition of services. Contract was awarded on June 3, 2025. AE through Augusta Procurement requested Updated Implementation Plan from Coastal prior to contract award to ensure Coastal has needed resources

and will be ready to start services from day one (August 1, 2025) per contract terms & conditions. On May 13, 2025 Coastal submitted updated implementation plan. In this plan Coastal committed to the following:

“all the following tasks will begin immediately upon the award of the new contract to Coastal. All essential tasks will be scheduled simultaneously to meet the requirements in Section 2.3 of the draft agreement. This will be a smooth transition as we currently service Zones 2 and 3 and will only be adding Zone 1.”

“Timeline

Due to the truncated time period between RFP submission and service launch, all of the activities described in this section will begin immediately and be completed on or before August 1, 2025”

3) During our recent meeting, we learned for the first time that the City intended to levy liquidated damages. While we have not been told what these potential liquidated damages relate to, we will take this opportunity to generally address some implementation issues:

Department Response. Coastal’s statement is not factual. Coastal was well aware that damages are not waived and will apply per contract terms & conditions. See detail under the department response to Item 1.

4)

- **New Carts:** We were unable to place orders for new carts stamped with the City logo, until we received a signed contract and approval of cart design from Staff. As the City is aware, once carts are ordered, they must be manufactured and stamped - there is not an inventory available for immediate delivery to customers. With the City's delay in awarding the three zones to Coastal and subsequently executing a contract, Coastal explained to Staff during a July 9th meeting that we would not be ready to deliver carts on the start of the contract. In that same meeting, we asked Staff about the City's then-existing agreement with Otto for carts. We were advised that the Otto agreement would remain in place until November. Staff also communicated that they placed an order for carts in June, and that therefore, us not having replacement carts by August 1st was acceptable to the City. It was not until after the launch of the contract, did we learn that the City decided to cancel its agreement with Otto, leaving a void in the supply and delivery of carts.
- **Service:** The City's system data in Eremos, particularly Zone 1, has proven inaccurate and incomplete data as it relates to the previous hauler. For example, Eremos reflects that the previous hauler was performing 6-8 routes, yet Coastal is currently running 11 routes and learned that the previous hauler had also been running 11 routes despite Eremos indicating otherwise. We have had to devote significant local resources to update and reconcile this information, which has directly affected service efficiency. The data has also been inaccurate regarding assistant collection service and identifying which households are entitled to second cart service, making it impossible for Coastal to reliably determine which households are entitled to such services. These deficiencies have been a major contributing factor to service delays and errors.
- **City's 311 System:** The handling of cart jobs in the City's system also presents concerns. During a call with Becky & Shane last week, Coastal was initially advised that the clock starts when the resident calls 311. Coastal questioned the fairness of this because Coastal cannot schedule or perform these cart jobs until the City's team has coded the work order. Per our contract with the City, the time to respond is to begin once Coastal is able to act on the request.

It was ultimately agreed that Coastal's time to complete would not start until the coding is added; however, there is no timestamp to verify when the work order has actually been updated. Coastal suggested that the City add a note on the account to ensure it is time stamped. This suggestion was not accepted, although in reviewing cart jobs on September 17th, it appears that notes are now being added by the City indicating that the job has been coded and that the date of the work order has been changed.

Department Response to Item 4 and the above three bullets:

The Solid Waste Collection Contract provided roll-out carts are to be provided by Coastal and there is no provision within nor any other signed written document that requires Augusta to provide carts. Therefore, delays in Augusta's procurement process has no bearing at all and does not negate Coastal's responsibilities to fulfill the terms and conditions of the Contract.

Augusta bears no responsibility for Coastal's inability to perform which resulted in the assessment of liquidated damages.

New Carts:

In June, 2025 Augusta Staff provided information to Coastal Staff that Otto was in the process of selling their business and that Coastal should consider hiring the local Otto technicians. On June 18th, Coastal Staff requested the Otto techs names and phone numbers which Augusta forwarded.

Augusta Staff who were present at the July 7th meeting confirmed that there was no agreement that Coastal would be absolved from providing cart delivery, removal, replacement, or repair services during start-up.

During the July 7th meeting, and also many other conversations with Coastal Staff throughout July and August, Augusta Staff encouraged Coastal to consider hiring the Otto technicians as soon as possible.

At the end of August, 2025 Coastal stated that they could not hire the Otto Techs until the Otto Contract ended with Augusta. However, Coastal hired almost all of the Waste Management garbage truck drivers before their Contract ended. Coastal Staff stated that on July 31st the drivers worked for Waste Management and on August 1st the drivers worked for Coastal.

Coastal had adequate time to hire well trained cart technicians and have them in place to begin work on August 1st.

Coastal chose to hire Waste Management drivers and use the Waste Management route maps provided by the hired drivers. Waste Management had taken routes from Elemos and split them into smaller pieces. The drivers had more routes than Elemos, however, the full routes are in Elemos. Coastal was given access to Elemos Zone 1 routes in June.

On August 4th, Augusta Staff notified Coastal Staff of an area missing off Pleasant Home Rd. Every street within the area miss is on the Elemos Friday Route 630. The area miss was a gap in the Waste Management maps from their hired drivers and not from Elemos.

Assisted Collection

Coastal has been providing collection services in Zones 2 & 3 for several years. Coastal knows how to pull the list of assisted collection customers from Elemos. Coastal had a process to document and monitor the first missed assisted collection of the month to ensure it would not be missed a 2nd time within 30 days resulting in repeat miss liquidated damages.

Coastal had 10 assisted collection repeat misses in Zone 1; two addresses were missed 4 times, two addresses were missed 3 times, and 6 assisted collection customers were missed 2 times in Zone 1 in August.

Coastal had 8 assisted collection repeat misses in Zones 2 & 3: one address was missed 4 times, two addresses were missed 3 times, and 5 assisted collection customers were missed 2 times in Zones 2 & 3 in August.

- 5) Given the foregoing, specifically the transition and implementation issues and the fact that both the City and Coastal are continuing to adjust processes and procedures following startup of the contract, Coastal respectfully requests a 120-day waiver of any liquidated damages.

Department Response: Department is recommending denying this request for reasons stated under the above response. In addition, Coastal's local field operation had multiple personnel changes and their failure to provide services as required appears to be due to lack of full understanding of contract requirements and Coastal's submitted Implementation Plan as part of contract award.

We have consistently communicated this request and believe it is a reasonable and necessary step toward ensuring the long-term performance services for the City. This waiver period will allow both Coastal and the City to reconcile route data, resolve implementation gaps, and establish a fair and accurate system for work order timekeeping. During this period, and provided that City Staff is willing to participate, Coastal is prepared to assume the cost of conducting a joint comprehensive route and cart audit to bring the City's data fully up to date. This effort will also support the City's future transition into the new Platform system.

Department Response: Department proactively communicated with Coastal at all levels since the contract was awarded to Coastal on June 3, 2025. In addition, the department offered assistance including offering that Coastal can continue using city logo carts to ensure services are delivered per schedule & contract. Coastal's rejected this offer stating they wanted to replace all carts with new carts. The department is transitioning to new technology/platform for improved communication and contract effective management. In this regard the department repeatedly asked Coastal to identify team members and to participate in this Platform demo so the Department can incorporate Coastal's feedback/comments and move forward with its implementation. The Department is still waiting on this action. This new Platform will address data reconciliation and route related other issues.

Please note that Coastal is a services provider to Zone 2 & Zone 3 under previous contract and well familiar with route and service points. The only real transition service area is Zone 1, however, Coastal's transition initial implementation falls under Marginal rating.

Implementation Plan



Implementation Plan

Scope of Services

Using the experience it has gained from servicing Zones 2 & 3, Coastal has developed a comprehensive plan to guarantee it will begin collection on **August 1, 2025**. Due to the narrow time frame between the potential award date and the contract start date, all the following tasks will begin immediately upon the award of the new contract to Coastal. All essential tasks will be scheduled simultaneously to meet the requirements in Section 2.3 of the draft agreement. This will be a smooth transition as we currently service Zones 2 and 3 and will only be adding Zone 1.

Timeline

Due to the truncated time period between RFP submission and service launch, all of the activities described in this section will begin immediately and be completed on or before August 1, 2025.

Recruitment

As we begin hiring additional drivers, we will contact the incumbent Hauler for Zone 1 to schedule a time to meet with its drivers, mechanics, and any other support staff that may be required to assist in serving Augusta. Our goal would be to let everyone know they are guaranteed a job. Coastal has outlined our recruitment strategy in the staffing chapter of our proposal.

Local Small Business Subcontractors

As required by the RFP, Coastal has been in discussions with several small local businesses and plans to engage three subcontractors: A-1 Sanitation Services, SouthEastern Waste Solutions, and Metropolitan Waste.

This will allow us to comply with the contract requirement of scheduling 25% of the services between the three providers and maintain the quality of service Augusta expects by having additional support. Note that the services being subcontracted are services that Coastal is capable of providing on its own but is subcontracting in order to be in compliance with the RFP.

These subcontractors will be using various collection vehicles, including rear load vehicles, and will be collecting yard waste, bulk waste, and recycling.

Timeline

Staffing

- June 3 – June 10** ➤ **Upon Commission approval of the agreement, Coastal will begin recruiting the additional drivers and helpers Coastal will need to service this contract.**
- Recruit Waste Management drivers currently servicing Zone 1. Work through the supervisors and managers to allow us to speak with current employees.
 - Contact Waste Management Drivers while on their routes and let them know there are positions available with Coastal.
 - Coastal Vice President of operations will prepare a list of all drivers available within Coastal today that are available to serve in Augusta. These drivers will be brought in to fill any positions that have not been filled and assist in training the new hires.
 - Bring in Human Resource Recruiting Team to hire additional drivers from outside the industry. These HR experts will also help to expedite the onboarding of all new employees.
- July 1** ➤ **Supply Augusta with a list of filled positions and positions still open.**
- Finalize the recruiting list and give the City the list of all Drivers and Routes.
 - Bring internal drivers to help with rollout and back up as needed.
- August 1** ➤ **Start new contract.**

In addition to drivers, Coastal will be recruiting mechanics, customer service representatives and Route Supervisors.

Our Human Resource Recruiting Team will recruit both within and outside of the solid waste industry to find the right people to fill those positions.

Recruitment

Recruiting Top Talent

Finding the right person for the position is the toughest challenge many businesses face. We are pleased that our reputation and position in the industry has afforded us the opportunity to bring some of the brightest and most experienced professionals in the market to our organization. Everyone from the owners to the representative that will personally answer your residents calls completely understand that our customers are our greatest asset. Coastal is an equal opportunity, drug free workplace employer. Our company is committed to an inclusive workplace and does not discriminate. Our employees receive a comprehensive package that includes benefits for their entire family.

Great recruiting practices start with the vision and leadership provided by senior management. Having hands on experience working in a variety of positions in the waste industry, our Founder and CEO, Brendon Pantano, had a clear idea of the dream team he wanted when forming the company.

His vision of a people focused culture began with our Core Values of Safety, Integrity, and Customer Service. Our recruiting team is mindful of these ideals throughout the hiring process.

Strategic Hiring Approach

- Our primary focus is to attract and onboard the **incumbent drivers** from the previous contract holder. These individuals already have experience with the routes and community, assisting in creating a **seamless transition** for both the municipality and residents.
- We evaluate their **current compensation** and **PTO offerings** to make competitive employment proposals.
- To support key hires, we may also offer COBRA coverage assistance to help retain top talent.

Pre-Contract Launch Preparation

- Our multi lingual HR professionals (English, Spanish, Portuguese, and Creole) conduct in-person interviews and on boarding as needed.
- While traditional on boarding is electronic, for large-scale transitions (15+ new hires), we provide in-person on boarding support.
- Before the official contract start date, we begin onboarding drivers by having them complete administrative tasks and safety training in advance. This ensures they are fully prepared and compliant on **Day One** of service.
- We expedite uniform orders so that every new team member represents the Coastal brand from day one, reinforcing a sense of belonging and professionalism.

Onboarding & Training

- New drivers participate in a two-week training program covering: Safety expectations & Company culture and values.
- While traditional onboarding is electronic, for large-scale transitions (15+ new hires), we provide in-person onboarding support.

Day One Launch Experience

- The People Experience Department assists in organizing a special Launch Day welcome event for all new team members.
- This includes a team celebration, introductions to leadership, and a strong cultural welcome to make employees feel valued and engaged from the start.

Career Growth & Retention

- Our recruiters, known as Career Path Experts, focus on long-term talent development rather than just filling positions.
- We maintain an internal promotion rate of over 20%, reflecting our commitment to career growth.

Key Value to Municipal Clients

- By retaining the same drivers under our new contract, we ensure continuity and reliability for the community.
- This approach minimizes disruptions, maintains high service quality, and strengthens relationships with municipalities.
- While drivers may be using different trucks, the consistency in personnel provides an immediate advantage in service efficiency.

This approach allows us to secure top-tier experienced talent, ensure smooth contract transitions, and create a positive, engaged workforce** from day one.

Benefits at a Glance (Full-Time)

Coastal offers the following benefits to employees. Employees must complete the enrollment process within 31 days of the date of hire to be eligible. If an employee enrolls on time, coverage is effective on the first of the month following 30 days.

Health and Welfare Benefits: Coastal offers several plan choices as well as a variety of resources and tools to help employees maintain a healthy lifestyle.

Medical - Vision

Dental - Flexible Spending Account

Retaining Current Talent

Coastal has retained over 65% of the incumbent haulers' drivers once starting a new contract.

Coastal has transitioned a number of major contracts within the past five years and we have met our goal of having all personnel on board and ready to take over on the first day of operating the contracts.

When transitioning a contract, Coastal focuses on retaining existing drivers to ensure a smooth transition from the current service provider. All qualified current employees are offered employment. Coastal's human resources and recruiting professionals are trained to match existing employee skills to open positions so all are slotted into the right position. Remaining open positions are filled by recruiting local talent to complete the team of people needed to deliver unbeatable service. All new personnel are brought on board at least two months prior to the operation start date.

Local Business Sub-Contractors

Subcontractor Participation

Coastal Waste & Recycling will be contracting with 3 separate small business subcontractors to meet the contract requirements of 25% of the services. We will be using A1 Sanitation Services, Metropolitan Waste and SouthEastern Waste. Each will be assigned a specific service and workload that allows Coastal to deliver and maintain an excellent level of service. Here is a breakdown of the subcontractors and we intend to have them deployed.

A-1 Sanitation Services

A-1 Sanitation Services will be assigned to the Yard Waste and Bulk collection in the area currently called Zone 1. A-1 currently provides these services today and is completing the work on schedule. A-1 will continue to do the work with rear load type trucks. A-1 will comply with the fleet age requirement in the contract and begin to order new equipment once the new contract is in place.

Metropolitan Waste

Coastal has been made aware of service issues with small business subcontractor, Metropolitan Waste. It appears that they were not able to deliver the service that both Augusta and Coastal expected from them. However, in order to achieve the required 25% small business participation, Coastal will continue to use Metropolitan Waste but at a reduced capacity. Metropolitan Waste will be assigned to the curbside cart recycling collection. Based on the estimated units in the RFP Metropolitan Waste will be able to collect these units with 2 to 3 rear load trucks. Coastal will support Metropolitan Waste by leasing the rear load truck to them. The trucks will be outfitted with cart dumpers so the recycling carts can be dumped automatically and comply with the age requirements of the Agreement. This will reduce down time for Metropolitan Waste and greatly improve their service to the Cty. In addition, Coastal can easily step in and provide the required services if Metropolitan Waste (or any of the other subcontractors) experiences any service issues.

SouthEastern Waste Solutions

The third subcontractor will be SouthEastern Waste Solutions. SouthEastern will be using one rear load truck and will be assigned to work in conjunction with the Coastal clam shell type trucks to service the Yard Waste and Bulk in what is now Zones 2 & 3. Coastal is going to handle the collection services for the Yard Waste and Bulk in the zones and will coordinate with the subcontractor to incorporate subcontractor's services into the overall Yard Waste and Bulk plan. The clam shell type trucks will remove larger piles, and the rear load will work on the smaller easier piles on the street.

Coastal is going to assign a separate supervisor and customer service representative to manage the subcontractors and the Bulk and Yard Waste collection.

Committed to Safety

All new staff, whether acquired through transition or outside sources, immediately attend safety, operational and company procedural training.

Safety is the first of our Core Values and emphasis on safety is top priority for Coastal on a daily basis. Company-wide safety topics are communicated each and every day at Coastal team crew out meetings. Route supervisors regularly travel with drivers to conduct observational on the job training. This is a constant, ongoing program.

Coastal is committed to every employee remaining accident and injury free. There is extra emphasis on the training that develops important skills and habits in order to reduce OSHA recordable injuries and vehicle accidents. Coastal Waste & Recycling is committed to key objectives in order to achieve this goal.

Benefits that lead to reaching our safety goals include

- No injuries to our employees and the public
- No damage to trucks, property, or the environment
- Culture that puts safety in the forefront of everything we do
- Full commitment and accountability by all employees
- Defensive driving practiced at all times.
- Providing all employees with the tools to be successful
- Competent trained workers who understand safe work practices
- Continuous improvement in our safety training and awareness
- Identification and mitigation of hazards
- Properly maintained trucks.
- Full investigations into all incidents and near misses
- Open communication and feedback regarding incidents and safety concerns
- Continual improvement to safety stats, including TRIR, and VIFR

Service Delivery Implementation Plan

Location

Coastal Waste & Recycling will continue to operate out of our current facility located at 3925 Goshen Industrial Blvd, Augusta, GA. As is done today, all customer service, maintenance, and all overall support for this contract will be carried out and managed at this same location. All routes will remain the same for all 3 zones. Upon award, Coastal will contact WM and request copies of the route maps so Coastal can begin a complete transition.

Vehicles

Coastal will begin preparing the brand new trucks that have already been delivered from the list included in the available resources tab for delivery to Augusta. The trucks to be used, including automated side load, rear load and clam shell type vehicles are in stock at Coastal's truck facility and will be prepared for delivery to Augusta. Coastal will secure support vehicles, including a supervisor pickup with a dump body, upon award of the agreement. We will also meet with our subcontractors and assist them with making sure their vehicles comply with the contract terms.



Carts

We will procure approximately 75,000 new carts. Once a delivery schedule is confirmed from the manufacturer, Coastal will meet with the city staff and agree upon a delivery plan and schedule. Coastal will prepare a mailer to be delivered to the residents in advance, detailing the timeline around when to expect the new cart to be delivered and the old carts removed. We will also include contact information about Coastal and instructions on how the residents can sign up for recycling collection. Coastal will use a mailer approved by the City, similar to the example below. Coastal will be responsible for the cost of printing and mailing all communications. All carts will include an RFID chip.

Education

Coastal will prepare a brochure that will be attached to each new cart we deliver. The brochure will have all the information the residents need to help them understand their collection schedule, how to place the cart at the curb, yard waste and Bulk guidelines, and any other information the City would like to add. Coastal will also add a link on its web page that brings the residents right to a site that can provide any information necessary regarding the collection services. After the first year of service Coastal will mail out a reminder postcard giving the residents a quick refresher, as well as helping any new residents.



NEW RECYCLING & GARBAGE CARTS

Coastal will deliver one new, green 95-gallon trash cart and one new, blue 65-gallon recycling cart to every home with cart service. The carts will be delivered in two phases, and each phase is expected to take up to four weeks. Please be patient if your neighbors receive their carts and you do not immediately receive yours.

- **Blue Residential recycle cart distribution will begin on October 15**
- **Green Residential trash cart distribution will begin on November 12**

Continue to use your old carts until the new ones arrive. **Please start using your new carts as soon as you receive them.** Leave your old carts out at the curb (empty of material) until retrieved. Old cart pickup will begin immediately after new carts are received, but may take up to three days.

REMINDER!
Carts need to be placed at the curb by 7 a.m. on appropriate collection days and be removed from the curb by 7 p.m. following pick up.

REMEMBER TO RECYCLE RIGHT!
Let's get back to the basics of recycling. Refer to the label on the lid of your new blue cart for simple recycling guidelines or visit CoralSprings.gov/Recycle for a more in-depth list of recyclables.

QUESTIONS?
For all updates, route maps and FAQ's, visit CoralSprings.gov/CoastalUpdates or contact Coastal Waste & Recycling at **954-866-4738**.

Recycling

We have been in contact with two single stream processing companies and have secured favorable terms with them to accept the material coming from Augusta. Sonoco Recycling and North Augusta Recycling are the two facilities we intend to work with. Upon award of the contract, we will look to enter into agreements with both companies, to ensure an outlet for the single stream recyclables. Any resident signing up for recycling will receive a new cart with a decal on the lid explaining the do's and dont's for recycling.

CITY OF Cooper City

RECYCLE these items

- PAPER
- CARDBOARD
- GLASS
- CANS
- PLASTIC
- CARTONS






DON'T BAG RECYCLABLES

DO NOT RECYCLE these items

- Garbage Trash
- Fabrics
- Light Bulbs
- Tires
- Electronics
- Batteries
- Aerosol cans
- Plants
- Styrofoam
- Motor Oil
- Pizza Boxes
- Hoses
- Juice boxes Pouches
- Dishes Paper plates
- Plastic Bags
- Toys

*Place carts at least 3 feet from other carts, cars, mailboxes, trees, and utility poles.

Residential Routing Plan for Zones 1, 2 & 3





				
Service Type	Vehicle Type	Number of Vehicles	Number of Drivers	Number of Driver Helpers
Solid Waste 5 Days, 1X Week	28 Cubic Yard Automated Side Load	Eighteen (18)	Eighteen (18)	Not Applicable
Solid Waste 5 Days, 1X Week	20 or 25 Cubic Yard Rear Loader	Two (2)	Two (2)	Two (2)
Bulk & Yard Waste 5 Days, 1X Week	25 Cubic Yard Rear Loader to be performed by sub- contractor	Seven (7)	Seven (7)	Seven (7)
	27 Cubic Yard Clam Shell	Six (6)	Six (6)	Not Applicable
Recycling - to be performed by sub- contractor 5 days, 1x week Based on 000 nits	25 Cubic Yard Rear load	Two (2)	Two (2)	Two (2)

Additional Spare Vehicles include:

- Four (4) Automated Side Loaders, 22% spare ratio
- Two (2) Grapple Trucks, 33% spare ratio
- Two (2) Rear loader, 22% spare ratio

Residential Staffing Plan

Please find below, the number of employees working each day along with the hours they work per week. Coastal plans to have three route managers for this contract That is approximately one route supervisor for every 12 route. This team will also oversee and manage the work of the subcontractors.

			
Position	Number of Employees	Weekly Hours	Work Days
Drivers/Swing	31	50	5
Route Helpers	7	50	5
Supervisors		50	5
Dispatch & Customer Service	4	50	5
Mechanics/Maintenance Supervisor	5	45	5

- Please note that Drivers and Route Helpers work five (5) days a week while Customer Service and Mechanics may work six (6) days a week.

Field Supervisor Vehicle

- Coastal Waste & Recycling will deploy satellite supervisor vehicles as seen in the picture. The unit is perfect for missed carts, hard to reach areas and to clean up after bulk collection service.
- This vehicle will be equipped with a rake and broom.



Hydraulic Oil Leaks

Item 11.

Spill Prevention Procedures

- Preventative maintenance
- Identification of leaks
- Stock hoses, fittings, cylinders for quick repairs

In the Event of a Spill

- Containment
- Supervisory Notification
- Clean Up
- City Notification (before and after)
- Truck is locked out until repair



Spill Prevention Procedures

- Trucks to be inspected for leaks:
 - By drivers, every morning during crew out pre-trip inspections, continually throughout the day on route, then again during post-trip inspections.
 - By maintenance during daily walkarounds, morning pre-trip inspections, PMS and after trucks are in the shop for write ups.
 - By management during morning crew out inspections, daily walkarounds, safety lane inspections, and during safety observations.
 - Inspections include a visual review of tanks, hoses, and fittings to identify any leaks. All leaks need to be immediately repaired.

Spill Kits: All collection vehicles will have Berg part number 9040MDVZB medium mixed fluids vinyl zipper bag kits or equivalent spill kit. The spill kit is to be inspected every morning during pre-trip inspection. A truck will not leave the yard if it does not have the proper spill kit.

In the Event of a Spill

If a spill occurs on route:

- Immediately pull the vehicle over to a safe location.
- Close main fluid control valve (as equipped) to stop the source of the spill.
- Keep spills out of storm drains, ditches, creeks, and other waterways.
- Contact management immediately.
- Wear the proper PPE.
- Use absorbent materials in the truck's spill kit and/or other nearby materials to contain the spill.

Notification Procedures

- Drivers will notify management immediately in the event of a spill.
- Management will notify the City.
- Supervisors report spill in EHS Insight, safety tracking system.
- Management to coordinate with local third-party spill response if needed.
- Management notifies EPA of spills that meet reportable quantities.

Training

- All new hires are trained in spill prevention and response during new hire training.
- Spill prevention and response refresher training to occur in daily crew out safety meetings.

Pre-Hurricane Procedures

We are committed to providing an efficient and timely clean-up service to accommodate all of our affected customers after a storm. At the start of hurricane season prior to the first storm, the Coastal team will be assessing equipment and labor for the upcoming season. We have an extensive fleet of vehicles that include a full complement of yellow iron, roll off trucks, automated side load trucks, rear load trucks, front load trucks, and grapple trucks. We ensure we have the necessary equipment in the case of a storm. We can also pull equipment from locations that are not affected to aid in relief efforts. Coastal participates in Georgia's Emergency Management and Homeland Security Agency, official reentry permit, which enables us to provide essential services to rapidly restore impacted areas.

Regular garbage and recycling pickups along with bulk pick-up service will continue on a regular schedule as long as it is safe to do so. The roadways must be clear and the winds low enough to operate safely. After the "all clear" has been given by the County Emergency Management Office, we will begin the debris removal process and commence the regular garbage pick-up schedule.

The following is an outline of corporate procedures outlining the activities of Coastal Waste & Recycling key disaster team personnel during the 72 hours period prior to an anticipated hurricane landfall.

Alert Level I 48-72 hours prior to anticipated strike

Weather channels are monitored and tracked daily by the Director of Disaster Operations. When a potential strike appears possible, the Vice President of EHS will notify the leadership team, including the President, CEO, and the District Managers of the potential impending event. Upon notification, all assets and resources fall under the direction of the Vice President of EHS who also will assume the duties of Director of Disaster Operations. The Director of Disaster Operations office will call a meeting of all project managers and equipment managers and alert them to the potential event.

The Director of Disaster Operations will then, through a company memo and a company meeting, alert all employees of the disaster team of the potentially impending event and have them begin preliminary personnel preparations for 48-hour notice for departure.

The Director of Disaster Operations will notify the County of the designated Coastal response point of contact person and provide the Government Agency with a 24-hour immediate telephone contact number.

Alert Level II 24-48 hours prior to anticipated strike:

The Director of Disaster Operations will meet with the project managers and review updated tracking information and predicted landfall possibilities. Any changes or revisions in the landfall predictions will be noted.

Alert Level III 12-24 hours prior to anticipated strike:

The Director of Disaster Operations will meet with the project managers and review updated tracking information and predicted landfall possibilities. Any changes or revisions in the landfall predictions will be evaluated and a determination as to cease operations will take place depending on the County advisement.

Alert Level IV 0-12 hours prior to anticipated strike:

Coastal Waste & Recycling will cease service and wait till the storm passes and the county declares an all clear. Coastal is dependent on the disposal facility to resume service and will wait for notification of opening.

Coastal Waste & Recycling is dependent on whether the disposal facility is operational, and the County allows trucks to enter the facility.

GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY



PHASE

3

OFFICIAL RE-ENTRY PERMIT

PHASE THREE RE-ENTRY

The holder of this permit is authorized to access areas impacted by a disaster prior to the general public for the purpose of responding to life-threatening hazards, repairing critical infrastructure, and/or restoring essential commerce.

Re-entry is authorized per the State of Georgia Re-Entry SOG.

Access may be denied to permit holders for some or all impacted areas by local or state officials in order to preserve, protect, or sustain the life, health, safety, or economic well-being of a person or property or as otherwise deemed necessary.

PERMIT NUMBER: 0833 **EXPIRES:** 09/30/2027

ISSUED TO: Coastal Waste & Recycling (Augusta, GA)

COMPANY POC: Dave LaFleur (954) 947-4000

The individual presenting this permit certifies that use is limited to official business in emergency/disaster areas only. Individuals should also be prepared to show the following:

- Employee credentials
- Valid state-issued photo ID
- Employer authorization letter (*contractors or subcontractors only*)

ALL QUESTIONS OR ISSUES REGARDING USE OF THIS RE-ENTRY PERMIT
SHOULD BE DIRECTED TO THE GEMA/HS STATE WARNING POINT AT
1-800-TRY-GEMA.

Pursuant to O.C.G.A. § 38-3-7 any misuse, including unauthorized reproduction, of this permit may constitute a misdemeanor under GA Law.

From: Hameed Malik
Sent: Thursday, June 19, 2025 10:39 AM
To: Matthew Cowan <mcowan@coastalwasteinc.com>; Nancy M. Williams <NWilliams@augustaga.gov>; Darrell White <DWhite2@augustaga.gov>
Cc: John Casagrande <jcasagrande@coastalwasteinc.com>; Chris Fisher <cfisher@coastalwasteinc.com>; Travis Hitchcock <thitchcock@coastalwasteinc.com>; June Hamal <JHamal@augustaga.gov>
Subject: RE: Coastal Waste & Recycling - Augusta Contract

Good morning Coastal Team:

Please see attached document for the Department response to Coastal proposed changes in the contract. I inserted comments in Coastal submitted marked PDF document.

Most of proposed changes to contract are not acceptable to the Department. This contract was attached to the RFP as “draft contract” and all proposers had opportunity to review and submit questions/enquiries during RFP open period. Received questions were addressed as Addendum. Addendum No 2 addresses received questions.

Regarding technology, as provided response in Addendum No. 2, The Department will be open working with the awarded contractor to evaluate and use alternate technology.

Please note that for continuity of services it is very critical to get this contract executed in a timely manner. If terms & conditions as specified in attached contract document is not acceptable to the Coastal Waste & Recyclable, then please notify Augusta Procurement department by next few days.

Thanks

Hameed Malik, Ph.D., PE

Director Engineering & Environmental Services

Engineering Administration

452 Walker Street, Suite 110, Augusta, GA 30901

(706)796-5040

From: Matthew Cowan <mcowan@coastalwasteinc.com>
Sent: Wednesday, June 18, 2025 5:16 PM
To: Nancy M. Williams <NWilliams@augustaga.gov>; Hameed Malik <HMalik@augustaga.gov>
Cc: John Casagrande <jcasagrande@coastalwasteinc.com>; Chris Fisher <cfisher@coastalwasteinc.com>; Travis Hitchcock <thitchcock@coastalwasteinc.com>
Subject: [EXTERNAL] Coastal Waste & Recycling - Augusta Contract

Good Afternoon Ms. Williams, Dr. Malik,

We have had an opportunity to review the contract and have some proposed revisions. Many of these revisions relate to the fact that the start date has changed numerous times and that different versions of the service offerings have been considered in various RFPs. Because we received a hardcopy of the contract (and not a version in Word), we scanned it and processed it with OCR in order to provide you with redlines.

We believe that our proposed revisions are in line with the service offerings that will be provided by Coastal to Augusta and its residents starting on August 1st. Attached to this email are two PDF documents – (1) a redline of the contract that shows the revisions and (2) a clean copy of the contract that we are prepared to execute.

In addition to the proposed revisions to the actual contract, we also require that certain of our financial documents be redacted from the contract documents. Those documents, which were provided in the Financial Stability tab of our RFP response, were watermarked as being Confidential Financial Information per O.C.G.A. § 10-1-761(4). They appeared in the hardcopy that we received and must be removed from the final version of the contract that becomes public record.

Please let us know whether you have any questions. We appreciate your time and attention to the contract, and we forward to being in a position to execute the contract.

Thanks,

Matt

Matthew Cowan
General Counsel



P: 954-947-4000

M: 305-803-1890

www.coastalwasteinc.com

Field Support Office - 4950 Communication Ave Ste 920, Boca Raton, FL 33431

Contractor acknowledges that its performance relative to the Monthly Performance Summary shall not be construed to mean that the Contractor is meeting its performance obligations as required by this Agreement. Should the Contractor not comply with any other material provision of this Agreement, Augusta may declare the Contractor in default notwithstanding its performance levels relative to the Monthly Performance Summary.

3.4 Materials to be Collected

The Contractor shall provide alley collection and curbside collection of Residential Garbage, Yard Waste, Recyclables and Bulky Waste placed for collection in accordance with the Collection Schedule in the Designated Collection Area, and as further described this document.

3.4.1 Mixing

The Contractor shall not mix Garbage with Bulky Waste, Yard Waste or Recyclables ~~from Recyclables Carts~~. Further, the Contractor shall not mix any Yard Waste and Recyclables ~~from Recyclables Carts~~. The Contractor shall not collect material in the same truckload from both Recyclables Carts and Roll-Out Carts, unless Augusta has identified the Recyclables Carts as containing an excess of non-recyclable material. The Contractor shall not be responsible for non-conforming waste or waste mixed by the Customers.

Augusta may allow mixing of Yard Waste and Bulky Waste in the same truckload.

3.4.2 Damages

delete If the Contractor's equipment operator collects ~~Recyclables from Recyclables Carts~~ one or more commodities ~~in the same truckload with~~ Bulky Waste, Yard Waste or Garbage in the same truckload without permission, or as otherwise allowed by this Agreement, from Augusta, the Contractor shall be assessed Damages in the amount of one thousand dollars (\$1,000) per incident and Augusta may declare it an event of default. *delete ?*

3.5 Collection Service Frequency

The Contractor shall collect Residential Garbage, Recyclables in Contractor-provided Roll-Out Carts placed at curbside, Yard placed at curbside, and Bulky Waste placed at curbside at each Residential Unit and Designated Non-Residential Location. Yard Waste placed at curbside, and Bulky Waste placed at curbside at each Unoccupied Location shall also be collected. Each Customer's Residential Garbage, Recyclables, Yard Waste and Bulky Waste must be collected on the same day of the week (i.e., the collection of Residential Garbage, Recyclables, Yard Waste and Bulky Waste for a single Customer shall be coordinated so that the designated collection day of each type of material occurs on the same day of the week at the Customer's collection point). The Customers' collection day shall be in accordance with the approved Collection Schedule. Augusta expects Roll-Out Carts, Recyclables Carts, Yard Waste and Bulky Waste to be placed at curbside by 7:00 a.m. on the designated collection day. RFP fee schedule describes the service frequencies. When the contract is awarded, selected levels of service described fee schedule will be chosen to be provided and will be inserted below as Table 1 Service Levels

Table 1: Service Levels

Designated Collection Area			
	Waste Type	Service Type	Service Frequency
1	Garbage, Yard Waste, Bulky Waste	Residential	Weekly
2	Garbage	Non-Residential	Weekly
3	Yard Waste, Bulky Waste	Unoccupied	Weekly
4		Extra Cart	Weekly
RECYCLING			
	Recycling service is provided by the Contractor by direct contracting with residents and others on request and offering recycling services fee unite rate offered under this contract.		
NOTES			
	1) No fuel type preference. The Contractor has option to use diesel or alternate fuel vehicles		

3.6 Collection Days

Routes for Residential Garbage, Yard Waste and Bulky Waste must be spread out evenly over five (5) collection days, Monday through Friday. For each Residential Unit, Designated Non-Residential

Location, and Unoccupied Location, all services will be performed on the same day as Residential Garbage. Waste Pick schedule may change based on contract awarded service level options. According this section will be revised and will be included in final contract document.

3.7 Hours of Collection

No Residential Garbage, Recyclables, Yard Waste or Bulky Waste collection shall commence prior to 7:00 a.m., and the Contractor must request permission to continue collection after 8:00 p.m.

3.8 Holiday Collection

The Contractor shall provide Collection Services on all legal holidays except New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas. Collection services shall be delayed one (1) day for each observed holiday. For example, if Friday is a holiday then collections normally scheduled on Friday will be collected on Saturday.

3.8.1 Extra Holiday Collections

Contractor shall provide adequate resources to collect the increased holiday waste loads during the five (5) day(s) following the holiday, as listed in Section 3.8. Extra bags of Refuse and Residential Garbage placed outside the Roll-Out Carts shall be collected, and may be collected as Bulky Waste.

3.9 Extra Masters Collections

Contractor shall provide adequate resources to collect the increased waste loads during the week prior to, the week of, and the week after the Masters Golf Tournament. Extra bags of Refuse and Residential Garbage placed outside the Roll-Out Carts during that period shall be collected, and may be collected as Bulky Waste.

3.10 Dead Animals

Augusta personnel will pick up Dead Animals within Augusta limits. Augusta reserves the right to transfer these Dead Animals to any of the Contractor's solid waste trucks operating in the vicinity when Dead Animals are collected by Augusta crews. Contractor's Supervisor shall provide immediate direction and/or location of nearest Contractor solid waste collection truck upon request. Dead Animals shall not be placed in a Collection Vehicle collecting Recyclables.

3.11 Requests for Service

Once any route has been completed, or is scheduled to have been completed, any Customer missed will be designated as a Request for Service, regardless of the time of day.

3.11.1 Communication of Requests for Service and Completion

- a. Upon the receipt of a Request for Service, Augusta will notify the Contractor immediately, through the issuance of a Request for Service, with the date and address where the Request for Service occurred.
- b. If Augusta sends a Request for Service or provides verbal notification of a Request for Service to the Contractor between the hours of 7:00 a.m. to 5 pm. on any given collection day, the Contractor shall provide collection by 5 p.m. the following calendar day excluding Sunday and day of five (5) major holidays (Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day). Once Augusta has sent a Request for Service, it shall be considered received by the Contractor, in accordance with Section 10.1.
- c. When Contractor's equipment operators are collecting material based on Requests for Service, they shall be responsible for checking other Residential Units, Designated Carry-out Collection Locations, Designated Non-Residential Locations and Unoccupied Locations in the same vicinity for other possible misses in order to prevent additional calls from other Customers reporting collection misses.
- d. Requests for Service and other emergency calls received by Augusta on non-collection days and evenings will be conveyed to the Contractor's emergency representative, as designated in Section 10.1. The Contractor shall respond to such requests in the same timeframe and manner as specified in Section 3.11 for Requests for Service, or as specified in other sections of this Agreement for other requests.

assessed. The grace period is intended solely for one (1) to five (5) Residential Units, Designated Non-Residential Locations, and Unoccupied Locations missed on any one (1) route due to driver unfamiliarity with new routes, therefore any misses of six (6) or more Residential Units, Designated Non-Residential Locations, and Unoccupied Locations on any one (1) route will not be covered by the grace period. Any such misses shall be designated as Valid Misses and shall be subject to Damages. The Contractor shall use its best efforts to limit the number of collection misses, and shall remain responsible for the timely collection of any collection misses during the grace period.

f. Area Misses: The Contractor shall respond to Area Misses in the same timeframe and manner as specified above. The Contractor shall pay Augusta Damages in the amount of:

- (i) Two thousand dollars (\$2,000) for the first one hundred (100) Residential Units, Designated Non-Residential Locations and Unoccupied Locations missed, and
- (ii) Twenty dollars (\$20) for each Residential Unit, Designated Non-Residential Location or Unoccupied Location missed over the first one hundred (100) Residential Units, Designated Non-Residential Locations and Unoccupied Locations.
- (iii) In addition, if the Contractor fails to provide collection by the times specified in Section 3.8.a.2, Augusta may elect to provide the service and charge the Contractor Augusta's fee for such service.

*No. 11122 Bums
Augusta
Commission
APR 2014*

g. Contract Launch: Notwithstanding any other provision to the contrary, Contractor and Augusta agree that as part of the Implementation Plan Contractor shall not be subject to Damages for the first ninety (90) days of the Contract.

3.11.5 Courtesy Collections

The Contractor shall be responsible for providing Courtesy Collections, upon request by Augusta. Contractor shall limit Courtesy Collections to a number not to exceed the number of Residential Units times 0.15% percent in any calendar week. This service consists of collections of Residential Garbage, Recyclables, Yard Waste and Bulky Waste from specific Residential Units, Designated Non-Residential Locations and Unoccupied Locations.

The Contractor shall respond to Courtesy Collection requests from Augusta in the same timeframe and manner as specified in Section 3.11.1.b. Augusta shall designate Courtesy Collection requests that are not collected in the specified timeframe to be a Valid Miss, which shall be subject to the Damages specified in Section 3.11.4

3.11.6 Review of Damages Assessed

If Augusta assesses damages that the Contractor believes are not justified by the facts, the Contractor will provide its evidence and schedule a meeting with the Contract Administrator to review. If the matter is not resolved at the review meeting the Contractor may ask the Contract Administrator (or his designee) in writing to review the record and make a determination as to the amount of damages assessed. The Contract Administrator's review shall be made and a written answer provided to the Contractor no later than ten (10) Augusta working days following the receipt of the request for review by the Contract Administrator. Upon receipt of any decision finding liability following the review, the amount of the damages for which liability is found may be withheld by Augusta from the next payment due to Contractor without such withholding being considered a breach of this Agreement. Any damages assessed will be provided to the Contractor within 60 days of the end of the month in which they occurred. Any damages assessed outside 90 days timeframe will not be collected by Augusta from Contractor.

3.12 Designated Non-Residential Location Collection

The Contractor shall provide collection service to Designated Non-Residential Locations identified and designated by Augusta, which may include facilities such as fire stations, schools, churches, non-profit agencies, businesses, and public buildings. Each Designated Non-Residential Location shall be counted as one stop. Payment for collection at Designated Non-Residential Locations will be based on the actual number of Roll-Out Carts at each location. Each Designated Non-Residential Location is required to be served by a Grey, Augusta Roll-Out Cart. Any Roll-Out Carts without the Augusta hot-stamp on the cart shall not be emptied, but shall be reported immediately to Augusta for investigation.

result in disruption of collection service. When conditions require special efforts to complete collection service, the Contractor shall notify Augusta's Contract Administrator within four (4) hours of scheduled service such impediment, and make these additional efforts at no additional cost to Augusta. For the impediments described in this section, the Contractor shall attempt service at least one time on service day; and one time the next business day. If the material cannot be accessed; then the Contractor will not be penalized, but service will be provided the following designated collection day. Under these circumstances, additional trash outside the Carts may be collected as trash or Bulky Waste. Failure to notify Augusta's Contract Administrator within four (4) hours of scheduled service such impediment will be logged as missed pick up.

SECTION 5 - ROLL-OUT CARTS AND RECYCLABLES CARTS

5.1 Provision & Maintenance of Roll-Out and Recyclables Carts

Except as otherwise provided for in this Agreement, Contractor will be responsible for providing and delivering Roll-Out and Recyclables Carts to Customers, and delivering replacement Roll-Out and Recyclables Carts for those which are lost, stolen, damaged or worn beyond their useful life. Roll-out Garbage and Recyclable carts that are provided by Contractor shall be wholly owned by the Contractor. Contractor shall be responsible for keeping all carts in good repair and proper functionality.

5.2 Roll-Out Cart Size & Types

Roll-Out Carts provided to Customers by Contractor will include 65-gallon, and 95-gallon garbage carts in color schemes as specified and approved by Augusta. Augusta may request Contractor to distribute Roll-Out Carts of other sizes; however, all such Roll-Out Carts will be compatible with the approved collection equipment. The number of Roll-Out distributed will be at the sole discretion of Augusta. Recyclables Carts in the size of 65-gallon, shall be provided to Customers who enter into individual direct service agreements with Contractor.

UNIT PRICE IS FOR 95-GALLON

5.3 Roll-Out and Recyclables Cart Loss & Damage

The Contractor shall exercise all reasonable care and diligence to ensure that Roll-Out and Recyclables Carts are not damaged by its collection vehicles while providing collection service.

When Contractor's equipment operators observe any damaged Roll-Out Cart, the Contractor shall report the address and description of the damaged Roll-Out Cart to Augusta through the onboard computer.

5.4 Cart Inventory

The Contractor shall keep on hand in inventory at all times roll-out garbage carts in amounts at a minimum of no less than 3% of the total amount of carts within their designated service area(s). The contractor shall also keep on hand in inventory at all times sufficient numbers of wheels, axles, lids, handles, lift bars, RFID tags, and any other parts necessary for the maintenance and upkeep of all carts within their designate service area(s). Augusta reserves the right to inspect cart and parts inventory at Contractor's facility upon 24 hours notice to Contractor.

5.5 Cart Delivery, Replacement, Removal

The Contractor shall exercise all reasonable care and diligence to ensure that Roll-Out and Recyclables Carts are not damaged by its collection vehicles while providing collection service.

Contractor shall be solely responsible to provide cart delivery, removal, and replacement for carts which are faulty, lost, stolen, damaged or worn beyond their useful life.

5.5.1 Damages

Should Contractor fail to provide cart delivery, replacement, or removal within 5 business days from date of work order entry, Contractor shall pay \$50.00 damages to Augusta per each daily occurrence.

5.6 Cart Repair

The Contractor shall provide cart repairs to include wheels, axles, lids, handles, lift bars, and RFID tags as well as any other repair to maintain proper function of all carts.

When Customer or Augusta staff observes any damaged Roll-Out Garbage Cart or Recyclables Cart, Augusta

shall report the address and description of the damaged Roll-Out Cart or Recyclables Cart to the Contractor through work order entry into the collection management software. Contractor shall provide delivery, replacement, removal and repair within 5 working days from date of work order entry. However, Contractor shall place urgency upon waste cart deliveries and replacement requests wherein the customer does not have a waste cart onsite.

5.6.1 Damages

Should Contractor fail to provide cart repair within 5 business days from date of work order entry, Contractor shall pay \$50.00 damages to Augusta per each daily occurrence.

5.7 Cart - Customer Request for Change of Service

After selecting a level of service, Augusta will grant each customer the opportunity to change their level of service twice per year. Change of service level include changes in cart size, number of carts property type classification, and request for release submitted on the Augusta Service Modification Request Form. In the event that a customer elects to change their level of service, the Contractor will provide cart delivery, exchange, removal to the customer within five 5 working days after receiving notice.

5.7.1 Damages

Should Contractor fail to provide cart delivery, exchange, or removal within 5 business days from date of work order entry, Contractor shall pay \$50.00 damages to Augusta per each daily occurrence.

5.8 Cart - Customer Damage

Following inspection, should Augusta, in its sole judgement, determine that the customer was responsible for the damage to the cart, Augusta will assess a cart damage fee to the customer. Augusta will then credit the Contractor the amount of the customer cart damage fees assessed to the next monthly collection service invoice payable to Contractor.

5.9 Roll-Out and Recyclables Cart Placement

Contractor shall return Roll-Out and Recyclables Carts to their original location, or to a safe location, taking special care not to create a hazard to the traveling public, not to block access to driveways or mailboxes. The Roll-Out and Recyclables Carts shall be located a safe distance from either side of the driveway to assure Customers are not impeded in entering their driveway. Roll-Out carts and Recycling Carts shall not be left in the gutter line of the street, but shall be placed behind the curb where curb and gutter exist and off the road, on public right-of-way when no curb and gutter exist.

5.9.1 Due Care

The Contractor shall exercise all reasonable care and diligence to ensure that Roll-Out and Recyclables Carts are not damaged by its collection vehicles while providing collection service.

X 5.10 This Article 5, including damages related thereto, as part of the Implementation Plan Contractor shall not be subject to Damages for the first ninety (90) days of the Contract.

WILL REDACT AUGUSTA
COMMISSION APPROVAL

SECTION 6 - EQUIPMENT/FACILITIES

6.1 Collection Vehicles

The Contractor shall provide and maintain during the Contract a fleet of collection vehicles sufficient in number and capacity to perform the services described in this Agreement. All vehicles shall be appropriately licensed with the State of Georgia in Richmond County and comply with all applicable federal, state, and local laws and regulations.

The Contractor shall provide and use only such equipment, material, and facilities as are capable of performing quality and timely services required by this Agreement. The fleet shall be sufficient to the special requirements of adverse weather, holiday and Masters overloads. The Contractor's collection vehicles shall be maintained by the Contractor, kept clean, neat, kept in good repair and working order. The Contractor shall furnish, at its sole expense, whatever backup or substitute equipment may be required to continue performance of the services in an amount no less than 10% of current fleet which is dedicated this Contract.

- b. The Contractor may use new or used equipment so long as the equipment is capable of performing the required services in accordance with this Agreement. Collection equipment utilized in this Agreement shall not be more than three (3) years old at the Starting Date of this Agreement. In no event shall a vehicle operating under this Agreement exceed a maximum age of 10 years. **As part of the Implementation Plan this section shall not become applicable and enforceable until ninety (90) days after the Effective Date.** *August 1, 2015*
- c. The noise level for collection vehicles during the stationary compaction process shall not exceed seventy-five (75) decibels at a distance of twenty-five (25) feet from the collection vehicle and at an elevation of five (5) feet from the ground elevation of such vehicle.
- d. Prior to the Starting Date and then quarterly thereafter, the Contractor shall supply Augusta with a list of all equipment to be used in providing services and shall notify Augusta of additions or deletions as they occur.
- e. The Contractor shall maintain a dedicated fleet solely for use to provide Augusta collection services included in this Contract. With Augusta approval, and at the sole discretion of Augusta, vehicles used in the provision of services under this Agreement may be used for other purposes, provided that the Contractor has made a request in writing, and such request was approved by Augusta in writing. Any such use shall not interfere in any way with the Contractor's provision of services under this Agreement. Augusta reserves its right to revoke such authorization at any time for any reason.
- f. The Contractor shall be responsible for arranging for tare weights with the Designated Disposal Facility and the Designated Recycling Facility for all collection vehicles prior to the Starting Date, and shall periodically, upon request from Augusta, arrange for updating tare weights.
- g. All vehicles equipped with a cart tipper/dumper, shall be designed to empty carts pursuant to ANSI 2245.30-2008 and ANSI 2245.60-2008. Cart tippers/dumpers shall be operated at the original equipment manufacturers specifications. Cart tippers/dumpers which do not meet this requirement shall not be used. Augusta has the right to inspect and test cart tipper/dumpers. Should a cart tipper/dumper not pass inspection, the collection vehicle shall be removed from service until such time as the deficiency has been remedied. If a cart tipper/dumper is used that does not meet the above specifications, the Contractor risks being responsible for additional damages to Roll-Out Carts and Recyclables Carts to include the cost of repair or replacement under Section 5.4.
- h. All collections vehicles used to perform functions under this Contract shall be equipped with the following in complete and sound working order:
1. Progressive ambient noise back-up alarm.
 2. Back-up camera with monitor visible from any driving position.
 3. A 10 pound fire extinguisher.
 4. A 25 person first aid kit.
 5. Minimum of three safety marking devices (flares, or reflective triangles).
 6. Rear-mounted strobe light(s) activated while collecting materials.
 7. A spill kit with a minimum size of 10 gallons to handle operational spills.
 8. Onboard computer hereinafter defined.
- i. All supervisors vehicles used to perform functions under the Contract shall be equipped with the following in complete and sound working order:
1. A 10 pound fire extinguisher.
 2. A 25 person first aid kit.
 3. Minimum of three safety marking devices (flares, or reflective triangles).
 4. A spill kit with a minimum size of 10 gallons to handle operational spills.
 5. Onboard computer hereinafter defined.
- j. All collection vehicles or personnel must be equipped with a communication device (i.e. cell phone or radio) which allows for immediate communication between the collection vehicle and a supervisor, and/or the Contractor's office, so long as use of such device does not conflict with the Contractor's company policies and procedures. In case of such conflict, the Contractor must submit alternate communication technology to Augusta for review and

MONTHLY PERFORMANCE SUMMARY

COASTAL WASTE AUGUST, 2025

Section	KEY PERFORMANCE AREAS		UNITS OBSERVED	UNITS ASSESSED	DAMAGES
3.11.4.a	Request for Service	\$100.00 each	938	9	\$900.00
3.11.4.b	Request for Service	\$5,000.00 per month	0	0	\$0.00
3.11.4.c	Request for Service	\$500.00 each	0	0	\$0.00
3.11.4.di	Repeat collection miss	\$500.00	78	69	\$34,500.00
3.11.4.dii	Repeat collection miss	\$1,000.00 each	5	5	\$5,000.00
3.11.4.f	Area misses	\$2,000.00	100	100	\$2,000.00
3.11.4.f	Area misses	\$20.00 each	265	265	\$5,300.00
3.11.5	Courtesy collections	\$100.00 each	0	0	\$0.00
4.4.1	Route Order	\$500.00 per route	0	0	\$0.00
5.5.1	Cart deliver, replace, remove, exchange	\$50.00 each	1627	1627	\$81,350.00
5.6.1	Cart repair	\$50.00 each	238	238	\$11,400.00
5.8	Cart damage by Customer	+ \$80.13 credit each	0	0	\$0.00
6.4	Emergency unloading	\$100.00 per 2-hr period	0	0	\$0.00
6.4	Emergency unloading	\$2,000.00 per event	0	0	\$0.00
6.5.2	Vehicle leaks and spills	\$3,000.00 per event	5	0	\$0.00
6.5.2.a	Vehicle leaks and spills	\$1,500.00 each	5	0	\$0.00
6.5.2.b	Vehicle leaks and spills	\$1,000.00 each additional	5	3	\$3,000.00
7.2.1	Designated disposal facility	breach	0	0	\$0.00
11.3.3	Property Damage	\$2,000.00 each	7	0	\$0.00
11.4	Care and Diligence - Littering	\$250.00 per event	9	2	\$500.00
3.4.2	Mixed Loads	\$1,000.00 each	0	0	\$0.00
					\$143,950.00

PLEASE PROVIDE

- 6.1 Vehicle List
- 11.2.1 Statement of quarterly substance abuse testing for Contractor and Subcontractors
- 11.5 January 1st Contractor required to provide training on safety and contract requirements
- 11.6 Provide written Communication Plan within 30 days of Contract, each Jan 1st, and each July 1st
- 14.3 Certificate of Insurance
- 14.5 Performance Bond and Payment Bond



Engineer Service Committee

Meeting Date: 5/12/2026

#7 Rwps Diesel Engine

- Department:** 4416- Utilities
- Presenter:** Wes Byne
- Caption:** Motion to Approve Sole Source Service of #7 RWPS Diesel Repair to W.W. Williams in the amount \$83,160.90
- Background:** There are three diesel pumps at the canal pumping station. One of the units, named the #7 diesel, was having issues staying running and has developed oil and water leaks. The vendor has recommended service be performed on it to restore the pump to normal operating service.
- Analysis:** **“This is an Sole-Source request, and a PO was requested due to the time sensitiveness of the repair. Therefore, this agenda is for your information only”.**
- Financial Impact:** This is a cost Of \$83,160.90 for the Service of #7 Rwps Diesel
- Alternatives:** To not have the service done will limit our backup capacity.
- Recommendation:** Recommendation is to award the Emergency Service to W.W. Williams
- Funds are available in the following accounts:** 506-04-3580-5421110
- REVIEWED AND APPROVED BY:** N/A

Agenda 2027

Print Form



Sole Source Justification (Reference Article 6, Procurement Source Selection Methods and Contract Awards, § 1-10-56 SOLE SOURCE PROCUREMENT

Vendor: W.W. Williams E-Verify Number: 79443

Commodity: #7 Diesel Engine Repair

Estimated annual expenditure for the above commodity or service: \$ 83,160.90

Initial all entries below that apply to the proposed purchase. Attach a memorandum containing complete justification and support documentation as directed in initialed entry. (More than one entry will apply to most sole source products/services requested).

- 1. SOLE SOURCE REQUEST IS FOR THE ORIGINAL MANUFACTURER OR PROVIDER, THERE ARE NO REGIONAL DISTRIBUTORS. (Attach the manufacturer's written certification that no regional distributors exist. Item no. 4 also must be completed.)
2. SOLE SOURCE REQUEST IS FOR ONLY THE AUGUSTA GEORGIA AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER OR PROVIDER. (Attach the manufacturer's — not the distributor's — written certification that identifies all regional distributors. Item no. 4 also must be completed.)
3. THE PARTS/EQUIPMENT ARE NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Explain in separate memorandum.)
4. THIS IS THE ONLY KNOWN ITEM OR SERVICE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (Attach memorandum with details of specialized function or application.)
X 5. THE PARTS/EQUIPMENT ARE REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION. (Attach memorandum describing basis for standardization request.)
6. NONE OF THE ABOVE APPLY. A DETAILED EXPLANATION AND JUSTIFICATION FOR THIS SOLE SOURCE REQUEST IS CONTAINED IN ATTACHED MEMORANDUM.

The undersigned requests that competitive procurement be waived and that the vendor identified as the supplier of the service or material described in this sole source justification be authorized as a sole source for the service or material.

Name: Stephen Orton Department: 4416 Date: 4/28/2026

Department Head Signature: [Signature] Date: 29 Apr 26

Approval Authority: [Signature] Date: 05/01/20


Administrator Approval: (required - not required) Date:

COMMENTS: Requires Commission Approval



UTILITIES DEPARTMENT

Wes Byne, P.E.
Director

TO: Andy Penick 
Director, Procurement Department

THRU: Wes Byne, P.E.
Director, Utilities Department

FROM: Steve Orton, P.E

CC:

DATE: 4/28/2026

SUBJECT: JUSTIFICATION FOR SOLE SOURCE

Approved:

AUD Director

The #7 diesel engine is critical to our back up pumping if the canal was to fail. Without it, our pumping ability would be greatly impacted in case of canal failure.

W.W. Williams Company has previously performed work on this diesel engine and possesses the proprietary software required for diagnostics and repair. This software is exclusively owned by the manufacturer and is not accessible to other diesel repair providers.

Please approve this request to avoid any delays on the work being done on the canal.

Thank you for your kind assistance,

Steve Orton, P.E.

AUGUSTA UTILITIES DEPARTMENT IN-HOUSE REQUISITION

CHECK ALL THAT APPLY:

DATE: 4/28/2026
 DIVISION Facilities Maintenance
 FUND #: 506043580 5421110
 SHIP TO:

REQUISITION #

WATER
 SEWER
 SUPPLIES
 SERVICE
 EQUIPMENT
 TOOLS
 SAFETY
 OFFICE
 CHEMICAL
 GASES
 REPAIR
 MAINTENANCE
 LAB
 UNIFORM
 LIFT STATION
 OTHER
 IT
 SCADA
 INVENTORY
 BID ITEM
 ROUTINE
 EMERGENCY
 SOLE SOURCE
 PREFER ITEM

VENDOR: Ww. Williams
 ADDRESS: 2810 AUGUSTA RD, WEST WEST COLUMBIA, SC 29169-4648
 PHONE #: (803) 794-2527
 QUOTED BY: Courtney Stanfield

ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1.	Repair #7 Diesel Engine	1	83,160.90	83,160.90		0.00		0.00
2.				0.00		0.00		0.00
3.				0.00		0.00		0.00
4.				0.00		0.00		0.00
5.				0.00		0.00		0.00
6.				0.00		0.00		0.00
7.				0.00		0.00		0.00
8.				0.00		0.00		0.00
9.				0.00		0.00		0.00
10.				0.00		0.00		0.00
11.				0.00		0.00		0.00
12.				0.00		0.00		0.00
13.				0.00		0.00		0.00
14.				0.00		0.00		0.00
SHIPPING CHARGES				0.00		0.00		0.00
TOTAL				83,160.90		0.00		0.00

JUSTIFICATION AND EXPLANATION FOR PURCHASE:

#7 Diesel Engine Repair

REQUESTED BY: *Steve Olson*

APPROVED BY: *John Goodenough*

Approved:

John Goodenough

AUD Director



Columbia
2610 Augusta Rd, W
W. Columbia, SC 29169
803-791-5910

***** Customer Review *****

Date / Time: 4/22/2026 3:49:15PM
 Repair Order: 2017
 Customer: 410996
 Branch: CBS
 Invoice Total: \$83,160.90

Charge
Page 1 of 4

Bill To: CITY OF AUGUSTA AP DPT. STE 800
535 Telfair St.
Municipal Bldg 1000
Augusta, GA 30901
Shop: 706-821-2335 Fax: 706-821-2891

Ship To: CITY OF AUGUSTA AP DPT. STE 800
1568 Broad St
Augusta, GA 30904-3912

Customer P/O: 0 cstanfield Completion Date:

Unit Number: CACANAL#7 Make/Model: MTU T1638A33
Type: Stationary Fire Pump VIN: 5272003153

Task: 1 28 Repair Work Department: Gen SVC
Complaint: THIS ESTIMATE IS TO ARRIVE ONSITE AND COMPLETE THE FOLLOWING

- REPLACE LOLW PRESSURE PUMP AND HIGH PRESSURE PUMP WITH UPDATED COMPONENTS
- REMOVE & RESEAL EXHAUST MANIFOLDS WITH UPDATED ORINGS
- RESEAL TURBOS
- REMOVE CAC, TAKE TO SAVANNAH TO HAVE CLEANED AND REINSTALL
- REPROGRAM ECU & SAM TO MATCH NEW HP PUMP
- CLEAN AND REINSTALL PREVIOUSLY REMOVED HEADS
- PERFORM OIL CHANGE
- PERFORM COOLANT FLUSH
- CLEAN CENTRIFUGAL FILTERS

Cause: ALL PARTS IN STOCK EXCEPT FOR HP FUEL PUMP - EXPECTED ETA 6/5/26

Correction: THIS IS AN ESTIMATE, THE UNIT MAY REQUIRE MORE WORK ONCE WE BEGIN REPAIR

Supp. Part	Description / Ref Number	U/M	Quantity	Price	Extended Price
Mileage	Mileage	Misc	360.00	3.25	1,170.00
X52404200042	GASKET FOR CYLINDER HEAD	Part	EACH 8.00	104.13	833.04
X52404200052	SEAL RING	Part	EACH 8.00	86.87	694.96
X59407700042	FUEL DISTRIBUTOR	Part	EACH 1.00	2,873.87	2,873.87
700429130003	O-RING	Part	EACH 1.00	12.68	12.68
700429083000	O-RING	Part	EACH 1.00	11.54	11.54
X52408100007	LINK	Part	EACH 1.00	76.75	76.75
X52808100015	FUEL DELIVERY PUMP	Part	EACH 1.00	1,454.38	1,454.38
700429042001	O-RING	Part	EACH 1.00	2.47	2.47
700429037002	O-RING	Part	EACH 3.00	3.18	9.54
700429024001	O-RING	Part	EACH 8.00	1.98	15.84
700429042000	O-RING	Part	EACH 2.00	6.28	12.56
X59408300093	EASYCHANGE FUEL FLTR	Part	EACH 2.00	109.59	219.18
700429015000	O-RING	Part	EACH 2.00	1.99	3.98
5269970045	SEAL RING (SQUARE CU T) CAC OUTLET	Part	EACH 2.00	6.91	13.82
700429140000	O-RING	Part	EACH 6.00	25.82	154.92
5240980680	GASKET	Part	EACH 12.00	10.68	128.16
0299976848	O-RING	Part	EACH 2.00	40.77	81.54
0259979048	O-RING	Part	EACH 8.00	57.10	456.80
X59507800003	PRESS RELIEF VALVE FOR 16V/20V	Part	EACH 1.00	2,902.65	2,902.65
X59308100064	FUEL LINE	Part	EACH 1.00	322.65	322.65



Columbia
 2610 Augusta Rd, W
 W. Columbia, SC 29169
 803-791-5910

***** Customer Review *****

Date / Time: 4/22/2026 3:49:15PM
 Repair Order: 2017
 Customer: 410996
 Branch: CBS
 Invoice Total: \$83,160.90

Charge
 Page 2 of 4

Bill To: CITY OF AUGUSTA AP DPT.STE 800
 535 Telfair St.
 Municipal Bldg 1000
 Augusta, GA 30901
 Shop: 706-821-2335

Ship To: CITY OF AUGUSTA AP DPT.STE 800
 1568 Broad St
 Augusta, GA 30904-3912

Fax: 706-821-2891

Customer P/O:						Completion Date:	
0	cstanfield						
X5930810065	FUEL LINE	Part	EACH	1.00		510.87	510.87
0289875248	O-RING	Part	EACH	2.00		49.48	98.96
5262030252	RESTRICTOR	Part	EACH	1.00		68.47	68.47
X00001929	RESTRICTOR	Part	EACH	1.00		64.28	64.28
5262030352	RESTRICTOR	Part	EACH	2.00		98.79	197.58
X59420200238	RESTRICTOR	Part	EACH	16.00		33.73	539.68
X59420200235	RESTRICTOR	Part	EACH	4.00		43.51	174.04
X59420200234	RESTRICTOR	Part	EACH	4.00		45.89	183.56
X59420200233	RESTRICTOR	Part	EACH	4.00		45.91	183.64
000933010092	HEX SCREW	Part	EACH	32.00		0.98	31.36
000125010524	WASHER	Part	EACH	48.00		0.34	16.32
700429200002	O-RING	Part	EACH	4.00		15.64	62.56
XP52618300032	OIL FILTER ELEMENT	Part	EACH	1.00		215.83	215.83
XP52700600009	GASKET KIT	Part	EACH	2.00		639.12	1,278.24
5501871180	GASKET	Part	EACH	4.00		4.13	16.52
700429028005	O-RING	Part	EACH	4.00		2.80	11.20
X00008917	GASKET	Part	EACH	8.00		4.22	33.76
007603018101	COPPER SEALING RING	Part	EACH	2.00		3.83	7.66
007603042101	COPPER SEALING RING	Part	EACH	4.00		3.41	13.64
700429076000	O-RING	Part	EACH	20.00		9.00	180.00
700429070000	O-RING	Part	EACH	16.00		7.73	123.68
0002040791	FILTER ELEMENT	Part	EACH	1.00		99.30	99.30
700429253000	O-RING	Part	EACH	16.00		38.17	610.72
DDE A5410180233	DIAPHRAGM	Part	EACH	12.00		45.19	542.28
DDE A0000180680	GASKET	Part	EACH	12.00		35.03	420.36
700429085002	O-RING	Part	EACH	2.00		9.25	18.50
X00004135	GASKET	Part	EACH	2.00		40.87	81.74
700429024000	O-RING	Part	EACH	16.00		3.02	48.32
5279870345	SEAL STRIP	Part	EACH	1.00		154.86	154.86
735252024000	O-RING	Part	EACH	28.00		26.51	742.28
X59499101669	O-RING	Part	EACH	18.00		49.70	894.60
X59499101667	O-RING	Part	EACH	18.00		47.79	860.22
735252080003	O-RING	Part	EACH	4.00		9.84	39.36
735252083000	O-RING	Part	EACH	4.00		22.68	90.72
700429160001	O-RING	Part	EACH	2.00		16.29	32.58
X59499100160	O-RING	Part	EACH	2.00		44.40	88.80
X59499100165	SEALING RING	Part	EACH	2.00		76.33	152.66
X00008934	O-RING	Part	EACH	8.00		40.34	322.72
700327012000	GROMMET	Part	EACH	4.00		2.81	11.24
700327028000	GROMMET	Part	EACH	2.00		8.68	17.36
X00064336	LUBRIC.GREASE KLUTHE HAKUFORM 30-11C	Part	EACH	2.00		17.36	34.72
700429021001	O-RING	Part	EACH	16.00		2.34	37.44



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 1568 Broad St
 Augusta, GA 30904-3912

Customer P/O:						Completion Date:		
0	cstanfield							
XP52799101135	SEAL RING	Part	EACH	16.00		13.50	216.00	
700429038803	O-RING	Part	EACH	48.00		2.81	134.88	
4H2-C	HP PUMP	Inherent		1.00		4,200.00	4,200.00	
EX59507300050	HP PUMP	Part	EACH	1.00		20,233.00	20,233.00	
000912012093	SCREW	Part	EACH	16.00		2.64	42.24	
200433013001	WASHER	Part	EACH	16.00		9.11	145.76	
X52907700165	HP FUEL LINE SINGLE-WALL	Part	EACH	1.00		224.10	224.10	
Supply-Man	SUPPLIES/HOTEL	Misc		1.00		2,700.00	2,700.00	
OWI 23518918	CLNT, SCA PRCHRD PRE-MIX	Part	GALLOI	110.00		10.46	1,150.60	
	50/50, 55G DRUM							
MBL 23512703	OIL,DDC GENUINE 15W-40,CK-4	Part	EACH	82.00		15.98	1,310.36	
	1-GAL (4/CS)							
Freight In	Freight Inbound	Misc		1.00		400.00	400.00	
IB Labor	Inter-Branch Labor	Misc		1.00		3,200.00	3,200.00	

Quote



Columbia
 2610 Augusta Rd, W
 W. Columbia, SC 29169
 803-791-5910

***** Customer Review *****
 Date / Time: 4/22/2026 3:49:15PM
 Repair Order: 2017
 Customer: 410996
 Branch: CBS
 Invoice Total: \$83,160.90
 Charge
 Page 4 of 4

Bill To: CITY OF AUGUSTA AP DPT. STE 800
 535 Telfair St.
 Municipal Bldg 1000
 Augusta, GA 30901
 Shop: 706-821-2335 Fax: 706-821-2891

Ship To: CITY OF AUGUSTA AP DPT. STE 800
 1568 Broad St
 Augusta, GA 30904-3912

Customer P/O: 0 cstanfield Completion Date:

Payment Terms: Net 30

Payment Method
 Charge

Totals	
Total Parts:	\$43,050.90
Total Core Chg:	\$4,200.00
Total Core Ret:	\$0.00
Total EHC:	\$0.00
Total Labor:	\$28,440.00
Total Miscellaneous:	\$7,470.00
Invoice Subtotal:	\$83,160.90
Total Tax:	\$0.00
Invoiced Total:	\$83,160.90

This quote is valid for thirty (30) days from the date of the quotation and unless otherwise indicated on the quote, shall automatically expire at such time. In the event of any future increase or decrease in tariffs, duties, customs fees, import taxes, or similar government-imposed charges (collectively, the "Tariff Changes") directly or indirectly affecting the goods, products, equipment, or services contained herein, W.W. Williams reserves the right to adjust the price of such goods, products, equipment, or services by an amount equal to such increase or decrease upon fifteen (15) days' written notice to Buyer, accompanied by documentation substantiating such Tariff Changes.

Warranty/Terms and Conditions*

W.W. Williams warrants its workmanship for 90 days after completion of services. Products sold are warranted exclusively by the manufacturer. W.W. Williams expressly disclaims all other warranties, expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose. IN NO EVENT SHALL W.W. WILLIAMS BE LIABLE FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR UNKNOWN DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROPERTY OR EQUIPMENT, LOSS OF DATA, LOSS OF USE, LOSS OF TIME, LOSS OF REVENUE, LOSS OF PROFIT, OR LOSS OF INCOME. *For complete warranty limitations, disclaimers and detailed Terms and Conditions please see www.williams.com/Terms.

Please be advised that our Terms and Conditions have been updated and can be viewed in full at www.williams.com/Terms. These updated terms are effective immediately and apply to all current and future transactions.

Return Policy: Returns must be accompanied by this invoice and in the original, unopened box or packaging. A 15% restocking charge will be applied to all returned items. No returns on electrical items. No returns on special order items. No returns after 30 days from the date of invoice.

Signature: _____



January 12, 2021

To whom it may concern,

I have been requested to provide supporting documentation which validates that The W.W. Williams Co. LLC is an authorized service and warranty provider for MTU and MTU Onsite Energy products. W.W. Williams is considered a full line Distributor for MTU and MTU Onsite Energy to provide parts and service in (21) locations across the Unites States. We are the only authorized warranty provider for the State of Georgia for MTU Onsite Energy products, which can be verified by visiting the link provided below from the sales and service locator found on MTU's website. If you have further questions regarding the products and services that we provide from MTU, please feel free to contact me directly or contact any of our (2) branches located South Carolina. Thank you for your inquiry.

https://www.mtu-solutions.com/au/en/contact/sales-and-service-locator.partner.html?sl_partner_location_id=1218&charset=UTF-8

Sincerely,

Jordan Crider

National Sales Manager – Generator Services



Engineering Services Committee

Meeting Date: May 12, 2026

Change Order Request - Highland Avenue Water Treatment Plant - East Filter Building Roof Replacement

Department:	Utilities
Presenter:	Wes Byne, P.E.
Caption:	Approve proposal to amend the current Professional Services Contract with Ardurra Group, Inc. for engineering design, bid phase, and construction administration services for the repair of Highland Avenue Water Treatment Plant East Filter Building roof to include engineering design, and construction administration services for repair of the Highland Avenue Water Treatment Plant Fort Gordon Pump Station roof and West Filter Building roof in the amount of \$43,000.00 via change order. (26AUA031)
Background:	Following observation of localized roof leaks at the Highland Avenue Water Treatment Plant's Fort Gordon Pump Station and West Filter Building, AUD desires to include the professional services needed for this repair as a change order to the ongoing Highland Avenue Water Treatment Plant East Filter Building Roof Replacement Project.
Analysis:	Approval of this change order will allow AUD to include these repairs at Fort Gordon Pump Station and West Filter Building into the ongoing Highland Avenue Water Treatment Plant East Filter Building Roof Replacement Project, thus providing the city of Augusta with the potential for utilizing economies of scale for the future bidding of this project.
Financial Impact:	We have reviewed the proposal from Ardurra Group, Inc. and find it to be reasonable. Funding in the amount of \$43,000.00 is available from accounts: G/L 516043410-5212115 - J/L 82500080-5212115.
Alternatives:	No alternatives are recommended.
Recommendation:	Recommend approval of the Change Order with Ardurra Group, Inc. for \$43,000.00.
Funds are available in the following accounts:	Funds are available in account G/L 516043410-5212115 - J/L 82500080-5212115.
<u>REVIEWED AND APPROVED BY:</u>	N/A




UTILITIES DEPARTMENT


Item 13.

Wes Byne, P.E.
Director

Chad Hendrix, P.E.
Assistant Director

TO: Andy Penick, Director
Procurement Department

THROUGH: Wes Byne, P.E., Director 
Utilities Department

FROM: Mitchell O'Neal, P.E., Engineering Manager 
Utilities Department

Cc: Chad Hendrix, P.E., ^{CDH} Assistant Director - Engineering & Construction
Utilities Department

DATE: May 1, 2026

SUBJECT: Change Order Request - Highland Avenue Water Treatment Plant - East Filter
Building Roof Replacement

It is the Augusta Utilities Departments request that the attached amendment provided by Ardurra Group, Inc. be approved via Change Order to include engineering design, and construction administration services for repair of the Highland Avenue Water Treatment Plant Fort Gordon Pump Station roof and West Filter Building roof in the amount of \$43,000.00 via change order under the ongoing Highland Avenue Water Treatment Plant East Filter Building Roof Replacement Project.

The attached Proposal and Contract Change Order Form outline these services, and AUD has determined the associated costs are fair and reasonable. Ardurra Group, Inc. is prequalified under RFQ 24-132, approved by the commission on June 27, 2024, and as mentioned, is currently contracted to perform the professional services required for engineering design, bid phase, and construction administration services for the repair of Highland Avenue Water Treatment Plant East Filter Building roof.



February 17, 2026

Mr. Mitchell O’Neal
Augusta Utilities Dept
452 Walker Street
Augusta, GA 30901

Subject: Amendment #1 – Roof Replacement Highland Avenue WTP East Filter Building
Roof Repairs Highland Avenue WTP West Filter Building and Fort Gordon Pump Station

Dear Mr. O’Neal:

Ardurra Group, Inc. appreciates your consideration of this Amendment to our existing scope of services to include additional engineering and technical services. At the request of Augusta Utilities Department (AUD), Ardurra performed an initial site visit to the Highland Avenue WTP West Filter Building and the Fort Gordon Pump Station along with Justice & Son who will serve as our roofing consultant. Based off of this site visit, Ardurra is prepared to include the associated roof repairs within our existing scope of services for the East Filter Building.

For the services rendered by our principals and employees assigned to this effort, we propose a not to exceed fee of forty-three thousand dollars (\$43,000) including reimbursable expenses. Fees are broken down as follows:

Task 2 – Engineering Design	\$33,000
Task 4 – Construction Administration Services	\$5,000
Task 5 – Construction Observation	\$5,000

Fees will be invoiced monthly on an accrued basis. These fees include labor and other direct costs for research, site visits, conference calls, meetings, travel and other expenses necessary to complete the project. Ardurra reserves the right to manage the work hours between tasks and employee classifications and/or utilize other employee classifications, provided that the work assignment total fee is not exceeded, and the designated project personnel are not changed without prior approval of AUD. In the performance of these services, Ardurra may use personnel and resources from affiliated companies and our teaming partners.

Thanks in advance,

Jeffrey L. Duplantis, MS, PE, PMP
Client Service Manager

PURCHASE ORDER

AUGUSTA, GEORGIA

SUITE 605, PROCUREMENT DEPARTMENT
 535 TELFAIR STREET, MUNICIPAL BUILDING 1000
 AUGUSTA, GEORGIA 30901-2377
 PHONE: (706) 821-2422

Page 1 of 1

Item 13.

PURCHASE ORDER NO.
 26AUA031

REQUISITION/QUOTE NO.
 R415743

DATE 02/12/26	DEPARTMENT 043410	VENDOR PHONE # (225) 921-3067	
VENDOR # 25942	E-VERIFY # 11815	EMAIL JDUPLANTIS@ARDURRA.COM	PURCHASE ORDER NUMBER ABOVE MUST APPEAR ON ALL INVOICES, SHIPPING PAPERS, AND PACKAGES.

VENDOR ARDURRA GROUP INC. 4921 MEMORIAL HIGHWAY SUITE 30 TAMPA, FL 33634	ATTN: BID NUMBER: CONTRACT #: 26AUA031 BUYER:
---	--

SHIP TO: AUGUSTA UTILITIES ADMIN 452 WALKER STREET SUITE 200 AUGUSTA, GA 30901	BILL TO: AUGUSTA, GEORGIA ACCOUNTING DEPARTMENT, SUITE 800 535 TELFAIR STREET, MUNICIPAL BUILDING 1000 AUGUSTA, GA 30901-2379 (706) 821-2335 ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING DESTINATION.
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ITEM #	QUANTITY	UNIT	PRODUCT ID	DESCRIPTION	UNIT PRICE	AMOUNT
0001	1	LS		PROF SVCS FOR HIGHLAND AVENUE WATER TREATMENT PLANT EAST FILTER BUILDING - ROOF REPLACEMENT APPROVED BY COMMISSION 12/16/25, ITEM #35 516-04-3410/52-12115	595,000.00	595,000.00

CONDITIONS - READ CAREFULLY

- The purchaser is exempt by statute from payment of Federal, State, and Municipal sales, excise and other taxes.
- Shipping charges prepaid by vendor.
- Payment will be made on complete shipments only, unless otherwise requested.
- DELIVERY TICKET MUST ACCOMPANY GOODS.
- No back orders. We will reorder if available.
- Please make deliveries between 9 A.M. and 4 P.M.
- All goods received with subsequent privilege to inspect and return at Vendor's expense if defective or not in compliance with our specifications.
- Indoor delivery if necessary.
- Payment Net 30 or according to contract.

NET TOTAL.....	595,000.00
APPROVED FOR ISSUE	<i>Andy Penick</i>
	DIRECTOR OF PROCUREMENT

VENDOR COPY

PROFESSIONAL SERVICES CONTRACT CHANGE ORDER

CO NUMBER	001
BID ITEM	N/A
DATE	5/1/2026

PROJECT TITLE Highland Avenue WTP East Filter Building Roof Replacement
ORIGINAL CONTRACT DATE 2/6/2026 **PROJECT NUMBER** 2025-029
OWNER AUGUSTA, GEORGIA **PO NUMBER** 26AUA031

The following change is hereby made to the contract for the above project:

Description of Change (for a more detailed description see attached proposal):

Inclusion of engineering design, and construction administration services for repair of the Highland Avenue Water Treatment Plant Fort Gordon Pump Station roof and West Filter Building roof into the professional services contract with Ardurra Group, Inc. for the Highland Avenue WTP East Filter Building Roof Replacement Project.

PAYEE Ardurra Group, Inc.

TOTAL AMOUNT OF THIS CHANGE ORDER \$ 43,000.00

The contract time will be INCREASED by 0 calendar days as a result of this change.

ORIGINAL CONTRACT AMOUNT \$ 595,000.00

PREVIOUS CHANGE ORDER (N/A) \$ 0.00

THIS CHANGE ORDER (INCREASE) \$ 43,000.00

TOTAL REVISED CONTRACT AMOUNT WITH CHANGE ORDER \$ 638,000.00

FUNDING NUMBER/ACCOUNT NUMBER G/L: 516043410 / 5212115

J/L: 82500080 / 5212115

PROPOSED BY: _____ DATE: _____
CONTRACTOR/CONSULTANT

REQUESTED BY: [Signature] DATE: 4/29/26
ENGINEER

SUBMITTED BY: [Signature] DATE: 30 Apr 26
DEPARTMENT HEAD

FINANCE ENDORSEMENT: _____ DATE: _____
COMPTROLLER

RECOMMENDED BY: _____ DATE: _____
ADMINISTRATOR

APPROVED BY: _____ DATE: _____
MAYOR



Engineering Services Committee

Meeting Date: May 12, 2026

Engineering Services for Augusta Canal Slope and Structural Stability Analyses

Department:	Utilities
Presenter:	Wes Byne, P.E.
Caption:	Approve proposal to enter an Engineering Services Contract with Kleinschmidt Associates to provide engineering and professional services for the Federal Energy Regulatory Commission's (FERC) required stability analyses of the Augusta Canal embankments and various structures in the amount of \$387,600.00. Kleinschmidt Assoc. is a prequalified vendor from RFQ 24-132.
Background:	Per FERC requirements AUD is updating and performing Structural and Slope Stability Analyses for the Augusta Canal Hydropower Project. This work includes addressing prior comments and concerns, incorporating additional data collection and evaluation, and completing revised analyses to support the structural and embankment assessments.
Analysis:	Approval of this contract will allow AUD to accurately assess the Augusta Canal Hydropower Project No. 11810 embankments and structures for future repair and mitigation per FERC regulation.
Financial Impact:	We have reviewed the proposal from Kleinschmidt Associates and find it to be reasonable. Funding in the amount of \$387,600.00 is available from accounts: G/L 516043410-5212115 - J/L 82600040-5212115.
Alternatives:	No alternatives are recommended.
Recommendation:	Recommend approval of the contract with Kleinschmidt for \$387,600.00.
Funds are available in the following accounts:	Funds are available in account G/L 516043410-5212115 - J/L 82600040-5212115.
<u>REVIEWED AND APPROVED BY:</u>	N/A



UTILITIES DEPARTMENT

Item 14.

Wes Byne, P.E.
Director

Chad Hendrix, P.E.
Assistant Director

TO: Andy Penick, Director
Procurement Department

THROUGH: Wes Byne, P.E., Director
Utilities Department

FROM: Mitchell O'Neal, P.E., Engineering Manager
Utilities Department

Cc: Chad Hendrix, P.E., Assistant Director - Engineering & Construction
Augusta Utilities Department

DATE: May 1, 2026

SUBJECT: Engineering Services for Augusta Canal Slope and Structural Stability Analyses

It is the Augusta Utilities Departments request that Kleinschmidt Associates be approved to perform engineering services associated with the drilling, sampling, testing, and analysis of the Augusta Canal embankment along with performing a structural analysis of the gate structures within the canal system.

Per FERC requirements AUD is updating and performing Structural and Slope Stability Analyses for the Augusta Canal Hydropower Project. This work includes addressing prior comments and concerns, incorporating additional data collection and evaluation, and completing revised analyses to support the structural and embankment assessments.

The attached proposal outlines these services, and AUD has determined the associated costs are fair and reasonable. Kleinschmidt Associates is prequalified under RFQ 24-132, approved by the commission on June 27, 2024.



STATE OF GEORGIA
RICHMOND COUNTY

MAJOR PROJECTS
CONSULTANT SERVICES AGREEMENT
BETWEEN
AUGUSTA, GEORGIA
(CITY)
AND
CONSULTANT

CONSULTANT: Kleinschmidt Associates

PROJECT: Augusta Canal Stability Analyses

DATE EXECUTED:

DATE COMPLETED:



STATE OF GEORGIA
RICHMOND COUNTY

MAJOR PROJECTS
CONSULTANT SERVICES AGREEMENT
BETWEEN
AUGUSTA, GEORGIA
(CITY)

AND

CONSULTANT

This Agreement is made and entered into this 27th day of April 2026 by and between AUGUSTA, Georgia, a political subdivision of the State of Georgia, hereinafter called the "CITY" and Kleinschmidt Associates, a Corporation authorized to do business in Georgia, hereinafter called the "CONSULTANT."

WHEREAS, the CITY desires to engage a qualified and experienced consulting firm to furnish professional services for:

Augusta Canal Stability Analyses

and,

WHEREAS, the CONSULTANT has represented to the CITY that it is experienced and qualified to provide the services contained herein and the CITY has relied upon such representation.

NOW, THEREFORE, in consideration of the mutual promises and covenant herein contained, it is agreed by and between the CITY and the CONSULTANT that:



GENERAL PROVISIONS

CONSULTANT has agreed, in this Agreement with CITY to procure the services of licensed design professionals, to provide the engineering services required to provide professional engineering and design services for the Project in accordance with the requirements as outlined in and attached as Attachment A – Scope of Services and other relevant data defining the Project.

CONSULTANT COORDINATION

The CONSULTANT shall cooperate fully with all municipalities, local government officials, utility companies, and other consultants as directed by the CITY. CONSULTANT and all relevant parties agree to work together on the basis of trust, good faith and fair dealing, and shall take actions reasonably necessary to enable each other to perform this Agreement in a timely, efficient and economical manner. All parties agree to cooperate in a manner consistent with good design practice and will exercise the degree of skill and diligence normally employed by professional engineers or consultants practicing under similar conditions. CONSULTANT will re-perform any services not meeting this standard without additional compensation.

AMENDMENTS TO AGREEMENT

Every amendment to the Scope of Services shall become and is hereby made a part of this Agreement. Amendments must be fully executed by both the CONSULTANT and CITY to be valid.

REDUCTION IN REQUIRED SERVICES

If reductions in the required services are ordered by CITY, the credits shall be the amounts for such services as described in subsequently executed Amendments to this Agreement, and no claim for damages for anticipated profits shall accrue to the CONSULTANT.

DATE CHANGES

If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided and if such periods of time or dates are changed through no fault of CONSULTANT, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment.

AGREEMENT MODIFICATIONS

This Agreement shall not be modified except by a duly executed Amendment hereto in writing under the hands and seals of both parties hereto.

TIME OF COMPLETION

The time of completion shall be as described in the schedule attached hereto as Attachment D - Schedule.



This Agreement shall terminate immediately and absolutely at such time as appropriated and otherwise obligated funds are no longer available to satisfy the obligations of the CONSULTANT on behalf of the CITY under this Agreement. However, CONSULTANT will be compensated for all work prior to termination of contract even if the CITY has obligated the funds to other projects.

PROJECT PROGRESS

CONSULTANT'S services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion.

LITIGATION

Nothing in this Agreement shall be construed as obligating the CONSULTANT to appear, support, prepare, document, bring, defend or assist in litigation either undertaken or defended in behalf of the CITY except in consideration of compensation. All such services required or requested of CONSULTANT by the CITY except suits or claims between the parties to this Agreement will be reimbursed as additional services.

BINDINGS

It is further agreed that the CITY and CONSULTANT each binds itself and themselves, its or their successors, executors, administrators and assigns to the other party to this Agreement and to its or their successors, executors and assigns in respect to all covenants of this Agreement. Except as above, neither CITY nor the CONSULTANT shall assign, sublet or transfer its or their interest in this Agreement without prior written consent of the other party hereto.

EXTENT OF THE AGREEMENT

This Agreement represents the entire agreement between CITY and CONSULTANT and supersedes all prior negotiations, representations and agreements, either written or oral.



DEFINITIONS

Wherever used in this Agreement, whether in the singular or in the plural, the following terms shall have the following meanings:

Agreement Execution - means the date on which CONSULTANT executes and enters into an Agreement with CITY to perform the Work.

Agreement Price - means the total monies, adjusted in accordance with any provision herein, payable to the CONSULTANT under this Agreement.

CITY -means a legal entity AUGUSTA, Georgia, a political subdivision of the State of Georgia.

CONSULTANT - means the party or parties contracting directly with the CITY to perform Work pursuant to this Agreement.

Contract - means the Agreement Documents specifically identified and incorporated herein by reference.

Contract Time - means the period of time stated in this Agreement for the completion of the Work.

Subcontractor - means any person, firm, partnership, joint venture, company, corporation, or entity having a contractual agreement with CONSULTANT or with any of its subcontractors at any tier to provide a part of the Work called for by this Agreement.

Supplemental Agreement - means a written order to CONSULTANT signed by CITY and accepted by CONSULTANT, effecting an addition, deletion or revision in the Work, or an adjustment in the Agreement Price or the Contract Time, issued after execution of this Agreement.

Task Order - means a written order specifying a Scope of Services, time of completion and compensation limit for services being provided by CONSULTANT. Task Orders shall be incorporated by reference as part of the Supplemental Conditions of this Agreement.

Work - means any and all obligations, duties and responsibilities, including furnishing equipment, engineering, design, workmanship, labor and any other services or things necessary to the successful completion of the Project, assigned to or undertaken by CONSULTANT under this Agreement.



CONTRACT DOCUMENTS

List of Documents

The Agreement, the General Conditions, the Attachments, and any Supplemental Agreements, including Task Orders shall constitute the Agreement Documents (the “Agreement”).

Conflict and Precedence

The Agreement Documents are complementary, and what is called for by one is as binding as if called for by all. In the event there are any conflicting provisions or requirements in the component parts of this Agreement, the several Agreement Documents shall take precedence in the following order:

1. Agreement - Including Attachments
2. General Conditions
3. Supplemental Conditions - Including Task Orders

DRAFT



GENERAL CONDITIONS

1. COMMENCEMENT OF WORK

The performance of services as defined in the Prime Agreement between CONSULTANT and the CITY, and herein described in this Agreement as Attachment A shall be commenced upon receipt by the CONSULTANT of a written Notice To Proceed. The effective date of services shall be defined in the Notice To Proceed.

2. PROFESSIONAL STANDARDS

The standard of care for all services performed or furnished by CONSULTANT under this Agreement will be the level of care and that is ordinarily used by members of CONSULTANT'S profession practicing under similar conditions.

3. CHANGES AND EXTRA WORK

The CITY may, at any time, request changes in the work to be performed hereunder. All such changes, including any increase or decrease in the amount of the CONSULTANT'S compensation, which are mutually agreed upon by and between the CITY and the CONSULTANT, shall be incorporated in written Supplemental Agreements to the Agreement.

Changes that involve an increase in the compensation shall be considered major, and require the approval of the CITY.

4. PERSONNEL

The CONSULTANT represents that it has secured or will secure, at its own expense, all personnel necessary to complete this Agreement; none of whom shall be employees of, or have any contractual relationship with, the CITY. All of the services required hereunder will be performed by the CONSULTANT under its supervision, and all personnel engaged in the work shall be qualified and shall be authorized or permitted under law to perform such services.

All key professional personnel, including subcontractors, engaged in performing services for the CONSULTANT under this agreement are indicated in a personnel listing attached hereto as Attachment C - Listing of Key Personnel and incorporate herein by reference. No changes or substitution shall be permitted in the CONSULTANT'S Key Personnel without the prior written approval of the CITY or his designee.

The CONSULTANT shall employ only persons duly registered in the appropriate category in responsible charge of supervision and design of the work. The CONSULTANT shall endorse all reports, contract plans, and survey data. Such endorsements shall be made by a person duly registered in the appropriate category by the Georgia State Board of Registration for Professional Engineers and Land Surveyors, being in the full employ of the CONSULTANT and responsible for the work prescribed by this Agreement.



5. ACCURACY OF WORK

The CONSULTANT shall be responsible for the accuracy of the work and shall promptly correct errors and omissions in its plans and specifications without additional compensation. The CONSULTANT shall give immediate attention to these changes so there will be a minimum of delay to others.

Acceptance of the work by the CITY will not relieve the CONSULTANT of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.

6. CONFIDENTIALITY

The CONSULTANT agrees that its conclusions and any reports are for the confidential use and information of the CITY and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to the CITY, and will only discuss the same with it or its authorized representatives. Upon completion of this Agreement term, all documents, drawings, reports, maps, data and studies prepared by the CONSULTANT pursuant thereto shall become the property of the CITY and be delivered thereto.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of the CITY.

It is further agreed that if any information concerning the PROJECT, should be released by the CONSULTANT without prior approval from the CITY, the release of same shall constitute grounds for termination of this Agreement without indemnity to the CONSULTANT, but should any such information be released by the CITY or by the CONSULTANT with such prior approval, the same shall be regarded as public information and no longer subject to the restrictions of this Agreement.

7. OPEN RECORDS

CONSULTANT acknowledge that all records relating to this Agreement and the services to be provided under the contract may be a public record subject to Georgia’s Open Records Act (O.C.G.A. § 50-18-70, et seq.). CONSULTANT shall cooperate fully in responding to such request and making all records, not exempt, available for inspection and copying as provided by law.

8. JURISDICTION

The law of the State of Georgia shall govern the CONTRACT between CITY and CONSULTANT with regard to its interpretation and performance, and any other claims related to this agreement.

All claims, disputes and other matters in question between CITY and CONSULTANT arising out of or relating to the Agreement, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. The CONSULTANT, by executing this Agreement, specifically consents to jurisdiction and venue in Richmond County and waives any right to contest the jurisdiction and venue in the Superior Court of Richmond County, Georgia.

9. TERMINATION OF AGREEMENT FOR CAUSE



If through any cause, the CONSULTANT shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the CONSULTANT shall violate any of the covenants, agreements or stipulations of this Agreement, CONSULTANT will be given the opportunity to commence correction of obligation within 5 days of written notice and diligently complete the correction thereafter. Failure to maintain the scheduled level of effort as proposed and prescribed, or deviation from the aforesaid schedule without prior approval of the CITY, shall constitute cause for termination. The CITY shall thereupon have the right to terminate this Agreement by giving written notice to the CONSULTANT of such termination, and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, maps, data, studies, work papers and reports prepared by the CONSULTANT under this Agreement shall become the property of the CITY, and the CONSULTANT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents, as mutually agreed by the CITY and CONSULTANT.

9. TERMINATION FOR CONVENIENCE OF THE CITY

The CITY may terminate this contract in part or in whole upon written notice to the CONSULTANT. The CONSULTANT shall be paid for any validated services under this Contract up to the time of termination.

11. COORDINATION AND COOPERATION WITH OTHER UTILITIES AND CONSULTANTS

CONSULTANT shall thoroughly research all utility records to identify the existing facilities on the submitted roadway plans for avoidance, or resolution, of conflicts with the proposed Scope of Services.

If the CITY undertakes or awards other contracts for additional related work, the CONSULTANT shall fully cooperate with such other CONSULTANTS and the CITY employees or appointed committee(s), and carefully fit its own work to such additional work as may be directed by the CITY. The CONSULTANT shall not commit or permit any act which will interfere with the performance of work by any other CONSULTANT or by CITY employees.

12. COVENANT AGAINST CONTINGENT FEES

The CONSULTANT warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business and that the CONSULTANT has not received any non-CITY fee related to this Agreement without the prior written consent of the CITY. For breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement Price of consideration the full amount of such commission, percentage, brokerage or contingent fee.

13. RESPONSIBILITY FOR CLAIMS AND LIABILITY



The CONSULTANT shall be responsible for any and all damages to properties or persons caused by its employees, subcontractors, or agents, and shall hold harmless the CITY, its officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever to the extent found to be resulting from the CONSULTANT, its subcontracts, or agent in the negligent performance or non-performance of work under this Agreement. These indemnities shall not be limited by reason of the listing of any insurance coverage.

14. INSURANCE

The CONSULTANT shall, at all times that this Agreement is in effect, cause to be maintained in force and effect an insurance policy(s) that will ensure and indemnify the CITY against liability or financial loss resulting from injuries occurring to persons or property or occurring as a result of any negligent error, act, or omission of the CONSULTANT in performance of the work during the term of this Agreement.

The CONSULTANT shall provide, at all times that this agreement is in effect, Worker's Compensation insurance in accordance with the laws of the State of Georgia.

The CONSULTANT shall provide, at all times that this Agreement is in effect, Insurance with limits of not less than:

- A. Workmen's Compensation Insurance - in accordance with the laws of the State of Georgia.
- B. Public Liability Insurance - in an amount of not less that One Million (\$1,000,000) Dollars for injuries, including those resulting in death to any one person, and in an amount of not less than One Million (\$1,000,000) Dollars on account of any one occurrence.
- C. Property Damage Insurance - in an amount of not less than One Million (\$1,000,000) Dollars from damages on account of an occurrence, with an aggregate limit of One Million (\$1,000,000) Dollars.
- D. Valuable Papers Insurance - in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the Project.
- E. Professional Liability Insurance - in an amount of not less than One Million (\$1,000,000) Dollars or an amount that correlates to the aggregate fee on the project should it exceed \$1,000,000.

CITY will be named as an additional insured with respect to CONSULTANT's liabilities hereunder in insurance coverage's identified in items (b) and (c).

The policies shall be written by a responsible company(s), to be approved by the CITY, and shall be noncancellable except on thirty-(30) days' written notice to the CITY. Such policies shall name the CITY as co-insured, except for worker's compensation and professional liability policies, and a copy of such policy or a certificate of insurance shall be filed with the Director at the time of the execution of this Agreement.

15. PROHIBITED INTERESTS



- 15.1 Conflict of Interest: The CONSULTANT agrees that it presently has no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. The CONSULTANT further agrees that, in the performance of the Agreement, no person having such interest shall be employed.
- 15.2 Interest of Public Officials: No member, officer, or employee of the CITY during his tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- 15.3 Employment of CITY's Personnel: The CONSULTANT shall not employ any person or persons in the employ of the CITY for any work required by the terms of the Agreement, without the written permission of the CITY except as may otherwise be provided for herein.

16. SUBCONTRACTING

The CONSULTANT shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without the CITY's prior written approval of the subcontractor.

All subcontracts in the amount of \$5,000 or more shall include, where possible, the provisions set forth in this Agreement.

17. ASSIGNABILITY

The CONSULTANT shall not assign or transfer whether by an assignment or novation, any of its rights, obligations, benefits, liabilities or other interest under this Agreement without the written consent of the CITY.

18. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the CONSULTANT agrees as follows: (1) the CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin; (2) the CONSULTANT will, in all solicitations or advertisements for employees placed by qualified applicants, receive consideration for employment without regard to race, creed, color, sex or national origin; (3) the CONSULTANT will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provision shall not apply to contracts or subcontracts for standard commercial supplies of raw materials.

19. DRUG FREE WORK PLACE

CONSULTANT shall be responsible for insuring that its employees shall not be involved in any manner with the unlawful manufacture, distribution, dispensation, possession, sale or use of a controlled substance in the workplace. For purposes of the policy, "workplace" is defined as CITY owned or leased property, vehicles, and project or client site. Any violation of the prohibitions may result in discipline and/or immediate discharge.



CONSULTANT shall notify the appropriate federal agencies of an employee who has a criminal drug statute conviction for workplace violation.

CONSULTANT may require drug or alcohol testing of employees when contractually or legally obligated, or when good business practices would dictate.

20. ANTI-KICKBACK CLAUSE

Salaries of architects, drafters, engineer's, and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. The CONSULTANT hereby promises to comply with all applicable "Anti-kickback" laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

21. AUDITS AND INSPECTORS

At any time during normal business hours and as often as the CITY may deem necessary, the CONSULTANT shall make available to the CITY and/or audit representatives of the CITY for examination all of its records with respect to all matters covered by this Agreement. It shall also permit the CITY and/or representatives of the audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

The CONSULTANT shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement, and for three years from the date of final payment under the Agreement, for inspection by the CITY or any reviewing agencies, and copies thereof shall be furnished upon request at cost plus 10%. The CONSULTANT agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee, or transferee.

22. OWNERSHIP, PUBLICATION, REPRODUCTION AND USE

All documents and materials prepared as an instrument of service pursuant to this Agreement are the property of the CITY. The CITY shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, maps, or other materials prepared under this Agreement without according credit of authorship. The CITY shall hold harmless the CONSULTANT against all claims arising out of such use of documents and materials without the CONSULTANT's knowledge and written consent.

23. VERBAL AGREEMENT OR CONVERSATION

No verbal agreement or conversation with any officer, agent, or employee of the CITY, either before, during, or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation entitle the CONSULTANT to any additional payment whatsoever under the terms for this Agreement. All changes to this Agreement shall be in writing and appended hereto as prescribed in Article 3 above.



24. INDEPENDENT CONTRACTOR

The CONSULTANT shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute the CONSULTANT or any of its agents or employees to be the agent, employee, or representative of the CITY.

25. NOTICES

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid. Notices shall be addressed as follows:

CITY:
ADMINISTRATOR
AUGUSTA, GEORGIA
535 Telfair St., Suite 910
Augusta, GA 30911

CONSULTANT:

Copy to:
DIRECTOR
AUGUSTA UTILITIES DEPARTMENT
452 Walker Street; Suite 200
Augusta, GA 30901

26. TEMPORARY SUSPENSION OR DELAY OF PERFORMANCE OF CONTRACT

To the extent that it does not alter the scope of this agreement, Augusta, GA may unilaterally order a temporary stopping of the work, or delaying of the work to be performed by CONSULTANT under this agreement.

27. DEFECTIVE PRICING

To the extent that the pricing provided by CONSULTANT is erroneous and defective, the parties may, by agreement, correct pricing errors to reflect the intent of the parties.

28. SPECIFIED EXCUSES FOR DELAY OR NON-PERFORMANCE

CONSULTANT is not responsible for delay in performance caused by hurricanes, tornadoes, floods, and other severe and unexpected acts of nature. In any such event, the contract price and schedule shall be equitably adjusted.

29. HOLD HARMLESS

Except as otherwise provided in this agreement, CONSULTANT shall indemnify and hold harmless Augusta, GA, and its employees and agents from and against all liabilities, claims, suits,



demands, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from the negligent performance of its Work.

30. GEORGIA PROMPT PAY ACT NOT APPLICABLE

The terms of this agreement supersede any and all provisions of the Georgia Prompt Pay Act.

31. RIGHT TO INSPECT PREMISES

Augusta, Georgia may, at reasonable times, inspect the part of the plant, place of business, or work site of CONSULTANT or any subcontractor of CONSULTANT or subunit thereof which is pertinent to the performance of any contract awarded or to be awarded by Augusta, Georgia.

32. E-VERIFY

All contractors and subcontractors entering into contracts with Augusta, Georgia for the physical performance of services shall be required to execute an Affidavit verifying its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia has registered with and is participating in a federal work authorization program. All contractors and subcontractors must provide their E-Verify number and must be in compliance with the electronic verification of work authorized programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and shall continue to use the federal authorization program throughout the contract term. All contractors shall further agree that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to its contract with Augusta, Georgia the contractor will secure from such subcontractor(s) each subcontractor's *E-Verify number* as evidence of verification of compliance with O.C.G.A. § 13-10-91 on the subcontractor affidavit provided in Rule 300-10-01-.08 or a substantially similar form. All contractors shall further agree to maintain records of such compliance and provide a copy of each such verification to Augusta, Georgia at the time the subcontractor(s) is retained to perform such physical services.

33. LOCAL SMALL BUSINESS LANGUAGE

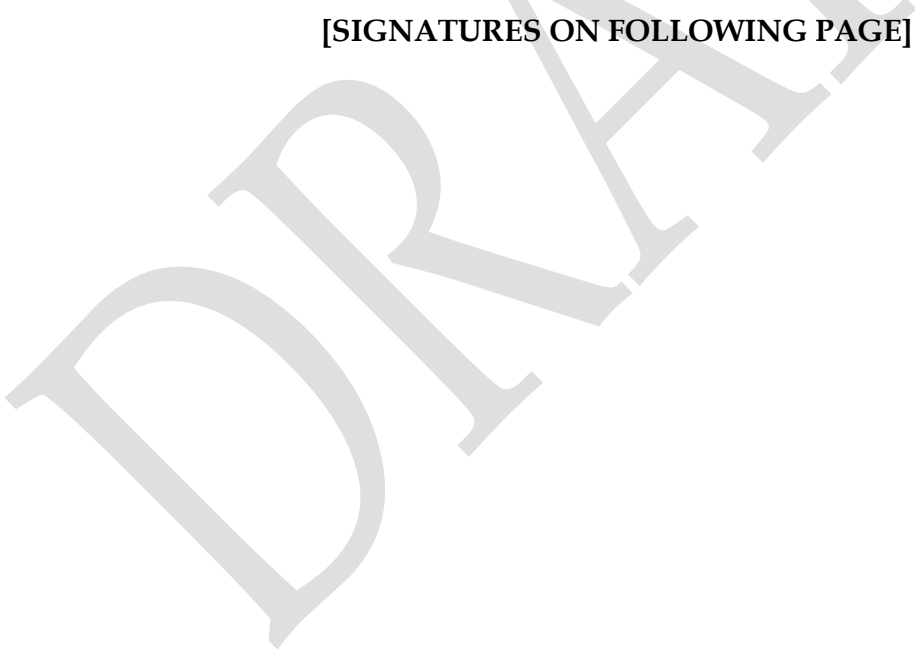
In accordance with Chapter 10B of the AUGUSTA, GA. CODE, Contractor expressly agrees to collect and maintain all records necessary to for Augusta, Georgia to evaluate the effectiveness of its Local Small Business Opportunity Program and to make such records available to Augusta, Georgia. The requirements of the Local Small Business Opportunity Program can be found at www.augustaga.gov. In accordance with AUGUSTA, GA. CODE § 1-10-129(d)(7), for all contracts where a local small business goal has been established, the contractor is required to provide local small business utilization reports. Contractor shall report to Augusta, Georgia the total dollars paid to each local small business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors as may be requested by Augusta, Georgia. Such documents shall be in the format specified by the Director of minority and small business opportunities, and shall be submitted at such times as required by Augusta, Georgia. Failure to provide such reports within the time period specified by Augusta, Georgia shall entitle Augusta, Georgia to exercise any of the remedies set forth, including but not limited to, withholding payment from the contractor and/or collecting liquidated damages.



34. ACKNOWLEDGEMENT

“Consultant acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners and approval of the Mayor. Under Georgia law, Consultant is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Consultant's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Consultant may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Consultant agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the Consultant provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by Consultant. Consultant assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity." This acknowledgement shall be a mandatory provision in all Augusta, Georgia contracts for goods and services, except revenue producing contracts.

[SIGNATURES ON FOLLOWING PAGE]





IN WITNESS WHEREOF, said parties have hereunto set their seals the day and year written below:

CITY:

AUGUSTA, GEORGIA (CITY)

BY: _____

PRINTED NAME: Garnett L. Johnson

AS ITS: MAYOR

CONSULTANT:

KLEINSCHMIDT ASSOCIATES

BY: *Steven R. Layman*

PRINTED NAME: Steven R. Layman Ph.D.

AS ITS: Project Director, Vice President Southeast Region

ATTEST CLERK:

PRINTED NAME: Lena J. Bonner

AS ITS: Clerk of Commission

DATE: _____

ATTEST:

Lauren Chamblin

PRINTED NAME: Lauren Chamblin

AS ITS: Project Manager

DATE: April 27, 2026

Copy To:

**DIRECTOR
AUGUSTA UTILITIES DEPARTMENT
452 Walker Street, Suite 200
Augusta, GA 30901**



CONSULTANT’S RESPONSIBILITIES

CONSULTANT , in order to determine the requirements of the Project, shall review the information in Attachment A - Scope of Services. CONSULTANT shall review its understanding of the Project requirements with CITY and shall advise CITY of additional data or services which are not a part of CONSULTANT’s services, if any, necessary for design to begin.

PROJECT UNDERSTANDING

Upon request from the CONSULTANT, CITY may provide all criteria and full information as to CITY's and CONSULTANT'S requirements for this part of the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations. CONSULTANT may request from the CITY to furnish data, reports, surveys, and other materials that may be relied upon in performing CONSULTANT'S services.

REVIEW OF WORK

Authorized representatives of the CITY may at all reasonable times review and inspect the project activities and data collected under the Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computation prepared by or for the CITY in association with this Agreement shall be subject to review.

The CITY may at any time request progress reports, prints or copies of any work performed under this Agreement. Refusal by the CONSULTANT to submit progress reports and/or plans shall be cause to withhold payment to the CONSULTANT until the CONSULTANT complies with the CITY’s request in the regard.

The CITY’s review recommendations shall be incorporated into the plans by the CONSULTANT.

CONSULTANT'S INSURANCE

CONSULTANT will maintain throughout this AGREEMENT the following insurance limits as specified in General Condition 14 – Insurance.



CITY'S RESPONSIBILITIES

CITY-FURNISHED DATA

CITY will provide to CONSULTANT all data in CITY's possession relating to CONSULTANT's services on the PROJECT. CONSULTANT will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by CITY.

RIGHT TO ENTER

The CONSULTANT will notify all property owners or occupants of the intent to enter properties for the purpose of accomplishing work in accordance with the practices of the CITY. The CONSULTANT shall discuss with and receive approval from the CITY prior to sending notices of intent to enter private property. Upon request by the CONSULTANT, the CITY will provide the necessary documents identifying the CONSULTANT as being in the employ CITY for the purpose described in the Agreement.

ADVERTISEMENTS, PERMITS, AND ACCESS

Unless otherwise agreed to in the Scope of Services, CITY will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for CONSULTANT's services or PROJECT construction.

TIMELY REVIEW

CITY will examine CONSULTANT's studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as CITY deems appropriate; and render in writing decisions required by CITY in a timely manner.

PROMPT NOTICE

CITY will give prompt written notice to CONSULTANT whenever CITY observes or becomes aware of any development that affects the scope or timing of CONSULTANT's Services, or of any defect in the work of CONSULTANT or construction contractors.

CITY'S INSURANCE

CITY will maintain property insurance on all pre-existing physical facilities associated in any way with the PROJECT.

LITIGATION ASSISTANCE

The Scope of Services does not include costs of CONSULTANT for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by CITY. All such Services required or requested of CONSULTANT by CITY, except for suits or claims between the parties to this AGREEMENT, will be reimbursed as additional services.



ATTACHMENT A - SCOPE OF SERVICES

DRAFT

March 13, 2026

Revised April 27, 2026

Via E-mail

Mr. Chad Hendrix
Augusta Utilities Department
452 Walker Street
Augusta, GA 30901

Proposal for Engineering Services (Kleinschmidt Proposal No. 2097005.00)
Augusta Canal Stability Analyses

Dear Mr. Hendrix:

Kleinschmidt Associates (Kleinschmidt) presents this proposal to the Augusta Utilities Department (AUD) to provide engineering services for the Augusta Canal Stability Analyses. Kleinschmidt will conduct slope stability and structural stability analyses of the Augusta Canal Project, following FERC's current *Engineering Guidelines*, and the updated analyses will account for comments from FERC and an independent reviewer on previously submitted analyses.

Project Background

In December 2020, AUD submitted a structural stability analysis report for multiple structures of the Augusta Canal Hydropower Project No. 11810. The stability analysis was completed in response to recommendations in the 2019 Third Part 12D 5-year Independent Consultant Safety Inspection Report (3rd Part 12D CSIR). Since that time, FERC has submitted comments on the stability analysis report and has participated in meetings with AUD to discuss their concerns with the methodology and results.

In December 2023, AUD submitted a slope stability analysis report for the canal system's embankments, also in response to the 3rd Part 12D CSIR. Based on comments received from FERC on this report, AUD contracted with an independent peer reviewer who identified several issues of concern that require further attention and additional investigation. The independent review of the slope stability analysis identified concerns in both structural stability analyses and slope stability analyses previously conducted. As a result, AUD wishes to update the analyses to address comments from FERC and the independent reviewer.

Proposed Scope of Work

To address the concerns with the previous analyses, Kleinschmidt proposes the following scope of work.

Task 1 Background Review and Summary of Existing Information

Task 1 will consist of a review of background documents made available by AUD including prior geotechnical studies and analyses, structural analyses, documentation of repairs to the canal embankment, and correspondence with FERC and other consultants regarding stability analyses. Kleinschmidt's background review will include, but is not limited to, the documents listed below, which have been received from AUD:

- Schabel Engineering 2025. Design Memorandum Augusta Canal Embankment Repairs, December 19.
- Schnabel Engineering 2025. Response to Comments from FERC, dated December 4, 2025, Augusta Canal Embankment Repairs – 50% and 90% Design Drawings, Augusta, Georgia.
- FERC 2025. FERC Comments on Augusta Canal Embankment Repairs – 50 and 90% Design Drawings. December 4.
- ECS Southeast, LLP 2020. Geotechnical Data Report Weigles Gate Spillway - Geotech ECS Project Number 38:2292. December 11.
- S&ME 2007. Subsurface Exploration Augusta Canal Dikes S&ME Project No. 1261-06-630. March.
- S&ME 2007. Supplemental Subsurface Exploration Augusta Canal Dikes S&ME Project No. 1261-06-630. June.
- S&ME 2013. Bridge Foundation Investigation (BFI) Report Archibald Butt Memorial Bridge (15th Street Bridge) Augusta-Richmond County, Georgia. January 29.
- S&ME 2020. Report of Geotechnical Exploration Long Gate Spillway - Augusta Canal Goodrich Street, Augusta, Georgia FERC Project No. 11810 NID #83011 S&ME Project No. 3319-20-026. December 8.
- Cranston, Robertson, & Whitehurst, P.C. Augusta Canal Bank Fault: An Engineering Report. Augusta, Georgia, February 18, 1992.
- Augusta Canal Bank Improvements – Tree Removal & Repairs by Cranston Engineering Group, P.C., December 2008.
- Qore Property Sciences. Geotechnical Engineering Services Raw Water Pumping Station Project No, 10250 Augusta-Richmond County, Georgia. April 10, 2002.

- Augusta Canal Bank Improvements – Undercut Repairs by Cranston Engineering Group, P.C., December 2008.
- Augusta Canal Bank Improvements – Reach 7 Repairs by Cranston Engineering Group, P.C., September 2009. (Includes Specifications).
- Augusta Canal Bank Leakage Repairs by Cranston Engineering Group, P.C., August 7, 2013.
- Augusta Canal Embankment Repair and Water Line Improvements Adjacent to Butt Bridge by Cranston Engineering Group, P.C., July 2015.
- Cranston Engineering Group, P.C. Augusta Canal Bank Study: An Engineering Report. Augusta, Georgia, Revised June 29, 2007.
- S&ME. Report of Geotechnical Exploration – 1,000 Foot Section of the Augusta Canal. March 12, 2013.

Kleinschmidt will prepare a memorandum summarizing available geotechnical information, canal geometry, and canal repairs. The memo will rely heavily on the 2007 Augusta Canal Bank Study by Cranston Engineering and build upon it with more recent information. The purpose of this memo is to consolidate the historic subsurface information to leverage available data and identify data gaps to inform additional geotechnical explorations (Tasks 2 and 3) and seismic and stability analyses (Tasks 4, 5, and 6).

The memorandum will include:

- List of reviewed documents.
- Canal plan based on most recent survey data (provided by AUD) with prior boring locations, locations of canal improvements, and prior stability analyses.
- Compiled available boring logs and lab data.
- Tables summarizing geotechnical exploration and lab data information.
- Identification of data gaps for completing liquefaction and stability analysis updates.
- Review of cross sections analyzed by prior consultants, including documentation of the selection rationale and representative reaches/stations for each, and recommendations on alternative cross sections, if applicable.

After identifying data gaps, Kleinschmidt will host a meeting with AUD and FERC to discuss the planned field investigation and approach to the analysis for FERC agreement.

Deliverables:

- Background Review Memorandum
- Meeting Minutes

Assumptions:

- AUD will provide the most updated survey information for the project, in .dwg format (with Civil3D surfaces if available).
- AUD will delineate which data are from topographic survey or publicly available LiDAR and the dates the information was collected.
- No additional survey data is needed. If during our background review we determine the existing survey data is insufficient, we will provide recommendations to AUD for additional survey needs.
- Assuming the information above if available, this task does not require a site visit.

Task 2 Drilling Program Plan (DPP) Development

Kleinschmidt will develop a DPP to perform seismic cone penetrometer test (sCPT) soundings to supplement existing subsurface exploration data at the Augusta Canal. The number and locations of the CPTs will be determined based on the results of Task 1.

A Kleinschmidt geologist or engineer will make a half-day site visit to the site to support the development of the DPP. The DPP will include the purpose of each exploration and will be prepared in accordance with the FERC 2016 "Guidelines for Drilling In and Near Embankment Dams and Their Foundations" (Guidelines) for preparation of the DPP.

Kleinschmidt will procure S&ME as a subcontractor to perform the sCPTs. S&ME has drilled borings at several locations along the Augusta Canal and has experience drilling and performing sCPT soundings in embankment dams to meet FERC requirements. The subcontractor's qualifications will be included with the DPP.

We will submit a draft DPP to AUD for review. After AUD's comments are addressed, Kleinschmidt, AUD, and FERC staff will participate in a 1-hour conference call to discuss the DPP prior to submittal to FERC to facilitate their review. Recommendations from this call will be incorporated into the final DPP, which will be submitted to FERC. If comments are received from FERC on this draft, we will revise the DPP and submit a revised Final DPP.

Deliverables:

- Draft DPP to AUD (electronic, PDF format).
- One 1-hour conference call with Kleinschmidt, AUD, and FERC staff to discuss the DPP prior to submittal to FERC.
- Final DPP to AUD (electronic, PDF format).
- Revised Final DPP if FERC comments are received (electronic, PDF format).

Assumptions:

- The DPP will include up to 14 CPTs at 7 locations along the canal, generally paired with existing boring locations.
- The proposed schedule assumes a 2-week review by AUD of the draft DPP, and submittal of the Final DPP within 1 week after the comment review meeting with AUD.
- We have budgeted 6 hours to address one round of FERC comments.

Task 3: sCPT Program and Field Support

Task 3 involves the implementation of the DPP, including subcontractor support (in the office and field) by Kleinschmidt.

At least one week before mobilization, a Kleinschmidt geologist or engineer will make a half-day site visit to mark out the planned sCPT locations. Approximately one week before mobilization, Kleinschmidt will host a virtual coordination call with S&ME staff, the Kleinschmidt field representative, AUD personnel, and other stakeholders to be determined and invited by AUD.

A Kleinschmidt geologist or engineer will provide full-time oversight of the sCPTs in the field and will coordinate with AUD and S&ME. The geologist/engineer will collect GPS coordinates for sCPT locations as well as measure the sCPT with a tape measure from fixed features at the site with known elevations. Kleinschmidt recommends that the sCPT locations be surveyed to obtain accurate elevations/locations, but survey is not included with this scope of work.

The sCPT soundings are planned to be pushed until refusal or a depth of 35 feet, whichever is shallower. The sCPTs will include pore pressure measurements, pore water dissipation tests in fine-grained material, and will include seismic testing to obtain shear wave velocity data. Termination criteria for each location will be better defined during preparation of the DPP.

S&ME will be responsible for preparing PDFs of sCPT logs with data processed by the program CPeT-IT and providing raw and processed data to Kleinschmidt in Excel format.

Assumptions:

- The sCPT Program will include up to 14 sCPTs at 7 locations along the canal, generally paired with existing boring locations. sCPTs are planned to be pushed until refusal or a depth of 35 feet, whichever is shallower.
- The field investigation program will be completed in 7 days.
- AUD will be responsible for marking subsurface utilities and structures a minimum of 2 days before the start of the exploration program.
- The sCPT subcontractor will be responsible for calling Georgia811 for utility clearance prior to mobilization.
- sCPT logs will be included in the report in Task 5.

Task 4: Seismic Hazard and Dynamic Ground Response Analysis

An updated liquefaction and deformation analysis is needed to address FERC comments and comments from the Independent Reviewer. Based on review of ECS's boring logs, the embankment soils at least one or more sections previously analyzed are likely to be liquefiable and fall into Site Class F, which requires a site-specific hazard analysis. The site class will be evaluated based on the sCPT data collected in Task 3.

MPERA will act as a subconsultant to provide earthquake engineering support to Kleinschmidt. MPERA will perform seismic hazard characterization and dynamic ground response analyses to develop seismic loading parameters for use in the canal embankment stability evaluations. The analyses will be performed following completion of the sCPT investigation and development of representative subsurface profiles by Kleinschmidt.

Services under this task will include:

- Definition of one design seismic loading level for the analyses based on project requirements and applicable guidance for hydraulic and embankment structures.
- Development of a target response spectrum representing the selected seismic design level for use in input ground motion selection and scaling.
- Selection of seven (7) pairs of horizontal ground motions representative of the regional tectonic environment and compatible with the hazard disaggregation.
- Scaling of the selected ground motions to match the target response spectrum over the period range relevant to the canal embankment system.
- Development of one representative dynamic soil profile (1-D) based on additional exploration data, laboratory testing results, and subsurface interpretations prepared by Kleinschmidt.

- Assignment of nonlinear dynamic soil properties, including modulus reduction and damping characteristics, and selection of appropriate constitutive models to represent soil behavior during seismic shaking.
- Performance of dynamic ground response analyses (DGRA) to evaluate the seismic response of the representative soil profile. Analyses will include both total stress and effective stress simulations, as appropriate, to evaluate nonlinear soil behavior and potential excess pore pressure generation in potentially liquefiable soils.
- Evaluation of excess pore pressure development and liquefaction potential within the soil profile during seismic shaking.
- Development of surface response spectra and seismic design parameters for use in the canal embankment stability evaluations.
- Estimation of seismically induced vertical settlements using results of the dynamic ground response analyses.
- Preparation of a technical memorandum summarizing the seismic hazard assumptions, selected ground motions, representative soil profile, analysis procedures, and results of the dynamic ground response analyses.

For budgeting purposes, this task assumes evaluation of one seismic design level (such as the one representative one-dimensional soil profile and associated dynamic ground response analyses. Additional canal sections or soil profiles can be analyzed for an additional fee.

Task 5: Slope Stability Analysis and Report

A slope stability analysis is needed to address FERC comments and comments from the Independent Reviewer.

Kleinschmidt will perform a screening-level liquefaction triggering analysis based on sCPT data at up to eight soundings.

Kleinschmidt will use GeoStudio's Slope/W slope stability computer program with Spencer's limit equilibrium method to estimate the factor of safety for each loading condition evaluated. Load cases and the recommended minimum factors of safety will come from the current FERC *Engineering Guidelines* and industry standards.

- Geometry and Stratigraphy
 - Stability analyses will be performed on up to four cross sections, to be determined in Task 1. Geometry will be determined from survey provided by AUD and adjusted to be representative of the critical cross sections. These cross sections are likely to be at Sta. 40+00 (Reach 1, B-05), Sta. 180+00 (Reach 5, B-03), Sta. 220+00 (Reach 8, B-02), and Sta. 320 (Reach 9/10, B-01), which are the four sections for which the

- ECS 2023 stability analysis indicated the FERC-recommended minimum factors of safety were not met for the steady state and/or rapid drawdown cases or the analysis was not completed (B-05).
- Stratigraphy will be based on existing geotechnical exploration information and sCPT data. The geometry and stratigraphy selection will be clearly documented in the report.
 - Kleinschmidt understands that Schnabel is currently working on the design of a repair to the canal channel and upstream slope in response to damage from Hurricane Helene, and that this work will be constructed in stages over the next few years. We understand this repair will include placing a 2-foot-thick layer of Georgia DOT Type III riprap on the upstream slope of the embankment where it is 2H:1V or flatter and that where the upstream slope of the embankment is steeper than 2H:1V, additional riprap will be placed to produce a minimum surface slope of 2H:1V. Kleinschmidt's slope stability models will be based on current existing conditions. If the upstream factors of safety for the current existing conditions do not meet the FERC-recommended minimum factors of safety, Kleinschmidt will flatten the slope in the stability models at up to two cross sections to be similar to the typical sections in the proposed design. The material properties will be assumed for the riprap and should be vetted by the design engineer based on actual in-place conditions once constructed.
 - The phreatic surface will be conservatively estimated from data collected from sCPTs and canal operating levels provided by AUD.
 - Load cases to be run will include:
 - Sudden drawdown, using the Duncan, Wright, and Wong 1990 method (upstream slope).
 - Normal Pool (upstream & downstream slopes).
 - Flood Pool (downstream slope).
 - Pseudo-static (upstream & downstream slopes); using seismic loading by applying horizontal seismic coefficients. Analyses will be performed to estimate a yield acceleration, which is the horizontal seismic coefficient that reduces the factor of safety to 1.0, in which may be used in the subsequent deformation analyses, if appropriate.
 - Post-Earthquake (upstream & downstream slope); using residual strengths for soils where liquefaction or cyclic softening is expected, if appropriate based on field data and liquefaction screening. If this case is run using soil strengths based on analyses performed in Task 4.

- Soil properties will be developed based on prior geotechnical field and lab data collected for the site, new sCPT information, and results of the seismic hazard analysis (Task 4).
- We will perform a simplified deformation analysis to estimate anticipated crest displacement following the methodology consistent with the U.S. Society of Dams (USSD) *Analysis of Seismic Deformation of Embankment Dams* (2022).

Kleinschmidt will document analyses, assumptions, and results from geotechnical slope stability and deformation analyses in a Draft Report that will be electronically submitted to AUD for their review. The seismic hazard report by MPERA will be appended to this report and summarized in the text. For each loading condition evaluated, a cross-section showing the computed factor of safety and critical failure surface will be presented. After AUD comments are received, we will hold a 1-hour virtual meeting to discuss any questions or review comments. Kleinschmidt will then address comments and issue a final report to AUD (sent in an electronic, PDF format), stamped and signed by a Professional Civil Engineer licensed in the State of Georgia.

Assumptions:

- No seepage modelling will be performed.
- There are no known wells at the site.
- AUD will provide the normal pool, flood pool, and sudden drawdown pool elevation.
- The proposed schedule assumes a 2-week review by AUD of the draft report and submittal of the Final Report within 2 weeks after the comment review meeting with AUD.
- This task does not include responding to comments from FERC on the Final Calculation Package. Such services could be provided if requested and would be performed as a separate or additional scope of work.
- This task includes up to 8 hours of coordination with Schnabel to coordinate inclusion of planned channel repairs if applicable.

Deliverables:

- Draft Report to AUD (electronic, PDF format)
- 1-hour virtual meeting to discuss AUD review comments on Draft Report
- Final Report to AUD (electronic, PDF format)

Task 6: Structural Stability Assessment and Report

Kleinschmidt is proposing to perform gravity stability analyses for 11 cross-sections of nine structures. The 11 cross-sections will align with the previously analyzed gravity structures for the site. The following structures and their approximate cross-section station locations will be analyzed.

Structure	Cross-Section/Station	Foundation
Diversion Dam	361+62	Bedrock
Headgates	361+07	Soil
Reed Creek Waste Gate	322+85	Soil
Rock Creek Waste Gate	220+68	Soil
Long Gate Spillway	120+20	Soil
	123+75	Soil
Tin House Waste Gate	106+68	Soil
Bulkhead Gates Structure	103+64	Soil
Weigle's Gate Spillway	47+50	Soil
	49+00	Soil
13th Street Headgates	1+25	Soil

Dimensions and foundation assumptions for the analyses will be determined using available Project information and drawings and information obtained during the field investigation (Task 3). The stability analyses will be generated using Kleinschmidt’s KAStable program, a 2D static gravity analysis in-house stability program. The stability analysis will be performed in accordance with the current criteria in FERC’s *Engineering Guidelines for the Evaluation of Hydropower Projects (Guidelines)*. The analyses will be performed for Normal Pool, Post-Earthquake, and Inflow Design Flood load cases. For the headgate and bulkhead gate sections, Kleinschmidt will also analyze the structure’s performance during dewatered conditions and for floatation.

The above calculations will be submitted to AUD in a Calculations Package containing a summary memorandum covering analyses assumptions, results, and recommendations as a result of the revised analyses. The Calculations Package will have detailed sketches and KAStable outputs for each structure and load case analyzed as an attachment. The Calculations Package will conform to FERC requirements and provide sufficient information for FERC to re-create the analyses themselves when checking the analysis.

We have assumed a single review period for AUD, with a duration of four weeks, to review the Calculations Package and provide comments. Following the review, we will hold a 1-hour virtual meeting to discuss and address any questions or review comments. Kleinschmidt will

then address comments and issue a final report (sent in an electronic, PDF format), stamped and signed by a Professional Civil Engineer licensed in the State of Georgia.

Deliverables:

- Draft Calculation Package to AUD (electronic, PDF format).
- 1-hour virtual meeting to discuss AUD review comments on Draft Report.
- Final Calculation Package stamped and signed by a Professional Civil Engineer licensed in the State of Georgia to AUD (electronic, PDF format).

Assumptions:

- This task does not include liquefaction, deep-seated failures, and dewatering analyses.
- The proposed schedule assumes a single 4-week review period by AUD of the Draft Calculation Package, and submittal of the Final Calculation Package within 4 weeks after the comment review meeting with AUD.
- This task does not include responding to comments from FERC on the Final Calculation Package. Such services could be provided if requested and would be performed as a separate or additional scope of work.

Task 7: Contingency

Per our conversation on April 15, 2026, this Contingency Task has been added and may be used to coordinate external review of work products or for other contingency items as directed by AUD.

Schedule

The Scope of Work will be performed and documents provided per the following schedule:

Task	Completion Date
Expected Receipt of Notice to Proceed (NTP)	June 10, 2026
Task 1: Background Review and Summary of Existing Information	August 10, 2026
Task 2: Drilling Program Plan Development	Draft to AUD August 10, 2026 Final to FERC: August 24, 2026
Task 3: sCPT Program and Field Support	Est. November 2026, pending FERC approval

Task	Completion Date
Task 4: Seismic Hazard and Dynamic Ground Response Analysis	8 weeks after receipt of processed field data and liquefaction screening results (Est. February 2027)
Task 5: Slope Stability Analysis and Report	Draft: 8 weeks after receipt of Task 4 Deliverables (Est. March 2027) Final: 4 weeks after receiving comments (Est. Q3 2027)
Task 6: Structural Stability Assessment and Report	Draft October 16, 2026 Final December 18, 2026

Due to the potential for delay at multiple stages of the work (FERC DPP approval, drill availability, etc.), Kleinschmidt anticipates coordinating potential schedule revisions with AUD proactively. Kleinschmidt and AUD will coordinate with FERC schedule revisions, as necessary.

Cost of Services

Kleinschmidt will perform the proposed work on an Hourly Rate plus Expenses basis for the estimated cost of **\$387,600** (Three hundred eighty-seven thousand six hundred dollars). The Cost of Services is calculated using Kleinschmidt’s Standard Rates. The Table below presents an estimate of cost for each task of the Proposed Scope of Work. The estimate is not a fixed price or an upper limit. We will not exceed the estimated amount without first discussing the need with you and receiving your authorization to proceed. Attachment A shows the hourly billing rates for 2026. Costs for labor in 2027 were estimated assuming a 3.5% increase from 2026 rates.

Task	Estimated Cost
Task 1: Background Review and Summary of Existing Information	\$ 29,600
Task 2: Drilling Program Plan Development	\$ 14,000
Task 3: sCPT Program and Field Support	\$110,000
Task 4: Seismic Hazard Analysis	\$ 66,500
Task 5: Slope Stability Analysis and Report	\$ 84,500
Task 6: Structural Stability Assessment and Report	\$ 78,000
Task 7: Contingency	\$ 5,000
Total	\$387,600

Terms and Conditions

The proposed Scope of Work will be performed on an Hourly Rate plus Expenses basis in accordance with this proposal and the Major Projects Consultant Services Agreement Between Augusta, Georgia (City) And Consultant, Kleinschmidt’s 2026 Rate Schedule (Attachment A) and Method of Payment (Attachment B).

Kleinschmidt appreciates the opportunity to assist Augusta Utilities with this project. If you have any questions regarding this proposal, please call or e-mail Lauren Chamblin at 704.702.2456 or Lauren.Chamblin@KleinschmidtGroup.com. Please return a countersigned copy of this proposal as your acknowledgement and concurrence with the Proposed Scope of Work, Schedule, Cost, and Terms and Conditions. Receipt of the countersigned copy will be our Notice to Proceed. If Augusta Utilities issues a purchase order to authorize the work, please reference Kleinschmidt Proposal No. 2097005.00 in the purchase order and note that any terms and conditions on the purchase order are null and void. This proposal is valid for 90 days. Receipt of authorization after this date may require adjustments to project team, schedule of work, and/or budget requirements.

Sincerely,

Accepted By:

KLEINSCHMIDT ASSOCIATES


AUGUSTA UTILITIES DEPARTMENT



Signature

Lauren Chamblin
Project Manager

Printed Name



Title

Steven R. Layman, Ph.D.
Project Director

Date

LMC/KAK

Attachment A: 2026 Rate Schedule
Attachment B: Method of Payment

cc: Proposal Distribution

ATTACHMENT A
2026 RATE SCHEDULE

LABOR CATEGORY	HOURLY BILLING RATE
SENIOR MANAGERS/CONSULTANTS	
Principal Consultant F1	\$328.00
ENGINEERS	
Senior Engineering Advisor E7	\$304.00
Senior Engineering Consultant E6	\$275.00
Senior Engineer E5	\$226.00
Project Engineer E4	\$202.00
Engineer E3	\$190.00
Staff Engineer E2	\$169.00
Engineer Technician E1	\$128.00
LICENSING COORDINATORS	
Senior Regulatory Advisor L7	\$302.00
Senior Licensing Coordinator L6	\$242.00
Project Licensing Coordinator L5	\$199.00
Licensing Coordinator L4	\$174.00
Staff Licensing Coordinator L3	\$150.00
Associate Licensing Coordinator L2	\$128.00
Licensing Technician L1	\$108.00
SCIENTISTS	
Senior Science Advisor S7	\$290.00
Senior Scientist S6	\$230.00
Project Scientist S5	\$196.00
Scientist S4	\$166.00
Staff Scientist S3	\$150.00
Associate Scientist S2	\$118.00
Scientist Technician S1	\$102.00
PROJECT AND PROGRAM MANAGEMENT	
Project Director	\$320.00
Senior Project Manager	\$290.00
Project Manager PM1	\$244.00
Senior Support Staff A7	\$244.00
Project Controller A6	\$202.00
Senior Project Coordinator or Administrator /Accountant A5	\$162.00
Project Administrator or /Accountant A4	\$141.00
Administrative Staff A3	\$122.00
Associate Administrative Staff A2	\$105.00
Office Assistant A1	\$96.00
DESIGNERS/DRAFTERS	
Lead Designer D5	\$186.00
Senior Designer D4	\$170.00
Designer D3	\$149.00
Drafter D2	\$130.00
CAD Technician D1	\$112.00

Effective January 1, 2026

ATTACHMENT B

METHOD OF PAYMENT

KLEINSCHMIDT ASSOCIATES**METHOD OF PAYMENT**

1. Client may pay Kleinschmidt either on a negotiated Lump Sum basis or Hourly Rate basis, as defined in the Work Authorization and agreed by the *Client* and Kleinschmidt in writing.
2. Client agrees to pay Kleinschmidt for Services the amounts quoted in the Proposal or Work Authorization, in accordance with the compensation terms laid out in the contract. Kleinschmidt agrees not to exceed the estimated consulting costs as stated in the proposal without explaining the need to the Client and obtaining the Client's authorization to proceed.
3. For Lump Sum projects, Kleinschmidt will invoice monthly as a percent complete of the project or Work Authorization, unless otherwise defined in the Work Authorization.
4. For Time and Materials, or Hourly Rate projects, Kleinschmidt will invoice monthly for all employee time at the hourly billing rate currently in effect, times a number of hours worked on the project plus subconsultant fees and expenses as described below. Client agrees to pay for expert testimony and direct preparation for testimony in any litigation, arbitration, or other legal or administrative proceeding at 150% of the standard billing rates with a minimum daily charge based upon an 8-hour day, plus Reimbursable Expenses.
5. For any projects where expenses are invoiced separately from labor, the following apply:
 - a. Client agrees to pay Kleinschmidt a 15 percent markup for subconsultant services.
 - b. Client agrees to pay 3 percent of labor costs for telecommunications (e.g., phone, data transmission and storage, fax, conference and video conference, data security).
 - c. Client agrees to pay for specialized computer programs, field equipment, and other unit charges (e.g., photocopies, mileage, photos, drawing reproductions, CD preparation, SharePoint hosting) according to the current rates in effect.
 - d. Client agrees to pay any other reimbursable expenses actually incurred by Kleinschmidt at cost.

V:\Admin Group\Contractual Documents\2023 Files\Method of Payment.docx



ATTACHMENT B - COMPENSATION

The CITY shall compensate the CONSULTANT for services, which have been authorized by the CITY under the terms of this Agreement.

The CONSULTANT may submit to the CITY a monthly invoice, in a form acceptable to the CITY and accompanied by all support documentation requested by the CITY, for payment for the services, which were completed during the billing period. The CITY shall review for approval said invoices. The CITY shall have the right to reject payment of any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined solely by the CITY, are unreasonably in excess of the actual phase of completion of each phase. The CITY shall pay each such invoice or portion thereof as approved, provided that the approval or payment of any such invoice shall not be considered to be evidence of performance by the CONSULTANT to the point indicated by such invoice, or of receipt of acceptance by the CITY of the service covered by such invoice. The CITY shall pay any undisputed items contained in such invoices.

Each invoice shall be accompanied by a letter progress report describing the total work accomplished for each phase and any problems, which have been encountered, which may inhibit execution of the work. The CONSULTANT shall also submit an accurate updated schedule, and an itemized description of the percentage of total work completed for each phase during the billing period.

When the CITY authorizes the CONSULTANT to proceed with the work authorized in a Task Order, it agrees to pay the CONSULTANT for work completed, on the basis of the standard billing rates shown in Attachment B to the Contract of those principals and employees engaged directly on the work.

Compensation for design services shall be invoices based on the sum of all actual costs incurred in the performance of the work, including all direct, payroll, overall and profit cost in an amount not-to-exceed the compensation set forth in the terms of the Agreement or any authorized Task Order. All invoices submitted by the CONSULTANT shall be detailed to reflect incurred expenses, labor hours and costs by authorized Task.

Overtime may be performed at the discretion of the CONSULTANT, but the premium time portion of the overtime will not be billed to the CITY unless the CONSULTANT has requested acceleration of the scheduled work in writing.



ATTACHMENT C - LISTING OF KEY PERSONNEL

CONSULTANT shall provide qualified personnel to perform its work. The list of key personnel below, including a designated Program Manager will not change or be reassigned without the written approval of the CITY. Those personnel committed for this work are as follows:

Name	Role	
Lauren Chamblin	Project Manager	
Steve Layman	Project Director	
Kathy Kitchin	Project Coordinator	
Nick Ciomei	Senior Engineer	
Jess DeBellis	Senior Geotechnical Engineer	
S & ME	Drilling Subconsultant	
MPERA Group	Liquefaction Analysis Subconsultant	



ATTACHMENT D - SCHEDULE FOR PERFORMANCE

The term of services will be as shown in the schedule Section of Attachment A.

DRAFT



CONSULTANT SERVICES

As a part of this Agreement the CONSULTANT agrees to furnish the following checked items (CONSULTANT to initial in the space provided acknowledging responsibility to furnish said item).

Prior to Authorization To Proceed:

- Detailed Scope of Services based upon Schedule A of this Agreement to be submitted with Cost Proposal clearly defining the CONSULTANT'S understanding of the project limits, design objectives and CONSULTANT'S services to be provided.
- Cost Proposal that will include cost of surveying, design, preparation of construction plans and specifications, and other services requested in the CITY'S Request for Proposal.
- Schedule for submittal of review documents at 30%, 60%, and 90% completion; and final documents.

Prior to submitting 30% review documents:

- Locate all existing utilities using available information collected by the CONSULTANT. The CITY will furnish available information on water and sewer locations however the CONSULTANT must verify to CITY'S satisfaction.
- Provide CITY with information on the project site(s), including the following:
 - Past and present use of the land (specifically identify any landfilling activities in the area); identify any nearby designated wetlands
 - Soil type(s)
 - Boring results when required by CONSULTANT for new facilities or where depth of line and existing site conditions warrant.
 - Brief description of the area (e.g., residential, commercial, industrial) including general slope of the land, and whether trees, signs, etc. will be in conflict with the new facilities. Include number of properties affected and number of easements required with property owners identified
 - Identification of potential problems in meeting design objectives.
- Site Plan (If Required)

Throughout project:

- Prepare printed responses to comments received from the CITY following reviews.
- Provide the necessary plats for easement acquisition and DOT/other permit application.
- Prepare Public Works/DOT/Other permit applications for signature by the CITY.
- Prepare and submit plans to EPD for review and approval when required.



- Prepare plans and specifications, using *Augusta Utilities Design Standards and Specifications (latest version)*. Specifications must mirror that provided by the CITY.
- Prepare construction cost estimates at each review stage, 30%, 60%, 90%, and with the submittal of Final documents. Provide cost breakdown for any items to be lump sum in the construction contract.

Upon completion of design:

- Coordinate with the City Procurement Department to advertise the project.
- Fax bid information to CITY.
- Attend the Pre-Bid Meeting as a technical reference to the CITY.
- Prepare letter of recommendation for award of the contract.
- Develop conformed contract documents and forward to the CITY for execution.
- Attend the pre-construction meeting as a technical reference to the CITY.
- Provide clarification related to the plans/specifications throughout design and construction.
- Provide record drawings at completion of the project electronically, per the *Utilities Design Standards and Specifications (latest version)*.
- Provide Services During Construction as follows:
 - Attend project meetings as scheduled by the CITY
 - Recommend design changes as field conflicts arise (site visits may be required)
 - Review and approval of pay requests from the construction Contractor (line of communication will be construction contractor to resident observer to CONSULTANT to CITY)
 - Provide clarification of plans and specifications throughout construction
 - Revise/update plans and/or easement plats as changes occur that require resubmittal to DOT/other agencies.

AUGUSTA UTILITIES DEPARTMENT

CONSULTANT

BY: _____

BY: _____

PRINTED NAME: _____

PRINTED NAME: _____

TITLE: DIRECTOR

TITLE: Principal

DATE: _____

DATE: _____



ADDITIONAL SERVICES:

1. Revisions to the plans/contract documents to extend the limits of the project after this AGREEMENT has been executed by the CITY.
2. Revisions due to incorrect locations of existing utilities by the CONSULTANT (i.e., correct location given by CITY, incorrectly marked on plans by engineer) will be the responsibility of the CONSULTANT. Other revisions required by the CITY, DOT, EPD, or other government agency at their request will be considered an additional service.
3. Out-of-town meetings or conferences required of the CONSULTANT by the CITY.
4. Other not described above, as approved by the CITY.

NOTE:

It is the responsibility of the CONSULTANT as contracted by the CITY to provide professional surveying and engineering services. It is expected that such professionals will operate in a manner which assures the interests of the common welfare, rather than in a manner which promotes their own financial gain. It is expected that such professionals will act as a faithful agent for the CITY as a client. It is the duty of the CONSULTANT to protect the safety, health and welfare of the public in the performance of their professional duties.



BEST AND FINAL FEE PROPOSAL

DRAFT

Cost of Services

Kleinschmidt will perform the proposed work on an Hourly Rate plus Expenses basis for the estimated cost of **\$387,600** (Three hundred eighty-seven thousand six hundred dollars). The Cost of Services is calculated using Kleinschmidt's Standard Rates. The Table below presents an estimate of cost for each task of the Proposed Scope of Work. The estimate is not a fixed price or an upper limit. We will not exceed the estimated amount without first discussing the need with you and receiving your authorization to proceed. Attachment A shows the hourly billing rates for 2026. Costs for labor in 2027 were estimated assuming a 3.5% increase from 2026 rates.

Task	Estimated Cost
Task 1: Background Review and Summary of Existing Information	\$ 29,600
Task 2: Drilling Program Plan Development	\$ 14,000
Task 3: sCPT Program and Field Support	\$110,000
Task 4: Seismic Hazard Analysis	\$ 66,500
Task 5: Slope Stability Analysis and Report	\$ 84,500
Task 6: Structural Stability Assessment and Report	\$ 78,000
Task 7: Contingency	\$ 5,000
Total	\$387,600



RFQ Opening: RFQ Item #24-132 Engineering Consulting Services
for Augusta, GA - Utilities Department
RFQ Due: Tuesday, April 30, 2024 @ 11:00 a.m.

Total Number Specifications Mailed Out: 24
 Total Number Specifications Download (Demandstar): 20
 Total Electronic Notifications (Demandstar): 593
 Georgia Procurement Registry:
 Pre-Qualifications Conference Attendees: 40
 Total packages submitted: 17
 Total Noncompliant: 2

VENDORS	Attachment "B"	Addendum 1	E-Verify #	Save Form	Original	7 Copies
Kleinshmidt Associates, Inc. 141 Main Street Pittsfield, ME 04967	YES	YES	876285	YES	YES	YES
Geosyntec Consultants 1255 Roberts Blvd NW Suite 200 Kennesaw, GA 30144	YES	YES	1581049	YES	YES	YES
Stantec Consulting Services, Inc. 229 Peachtree Street NE Suite 1900 Atlanta, GA 30303	YES	YES	19959	YES	YES	YES
CHA Consulting, Inc. 3 Winners Circle Albany, NY12205	YES	YES	868890	YES	YES	YES
Kimley-Horn and Associates, Inc. 3930 East Jones Bridge Road Ste 350 Peactree Corners, GA 30092	YES	YES	2023677	YES	YES	YES
ADS LLC 340 The Bridge Street Suite 204 Huntsville, AL 35806	YES	YES	23043	YES	YES	YES
Infrastructure Systems Management, LLC 1557 Broad Street Augusta, GA 30904	YES	YES	1266225	YES	YES	YES
Benesch 1005 Broad Street, Suite 200 Augusta, GA 30901	YES	YES	307873	YES	YES	YES
A & S Engineering 1100 Sumter Landing Circle Evans, GA 30809	YES	YES	340435	YES	YES	YES



RFQ Opening: RFQ Item #24-132 Engineering Consulting Services
for Augusta, GA - Utilities Department
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Total Number Specifications Mailed Out: 24
 Total Number Specifications Download (Demandstar): 20
 Total Electronic Notifications (Demandstar): 593
 Georgia Procurement Registry:
 Pre-Qualifications Conference Attendees: 40
 Total packages submitted: 17
 Total Noncompliant: 2

VENDORS	Attachment "B"	Addendum 1	E-Verify #	Save Form	Original	7 Copies
HDR Engineering, Inc. 1100 Peachtree Street NE, Suite 400 Atlanta, GA 30309	YES	YES	19959	YES	YES	YES
Ardurra Group Inc 973 Broad Street, Suite A Augusta, GA 30901	YES	YES	11815	YES	YES	YES
W K Dickson & Co Inc 1450 Green Street Suite 505C Augusta, GA 30901	YES	YES	110665	YES	YES	YES
Goodwin Mills Cawood, LLC 801 Broad Street, Suite 900 Augusta, GA 30901	YES	YES	1215852	YES	YES	YES
Johnson, Laschober & Associates, PC 1296 Broad Street Augusta, GA 30901	YES	YES	226309	YES	YES	YES
Schnabel Engineering, LLC. 6445 Shiloh Road, Suite A Alpharetta, GA 3005	YES	YES	45353	YES	YES	YES



RFQ Opening: RFQ Item #24-132 Engineering Consulting Services
for Augusta, GA - Utilities Department
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Georgia Procurement Registry:
Pre-Qualifications Conference Attendees: 40
Total packages submitted: 17
Total Noncompliant: 2

VENDORS	Attachment "B"	Addendum 1	E-Verify #	Save Form	Original	7 Copies
Hazen and Sawyer 1300 Altmore Avenue, Suite 520 Atlanta, GA 30342	YES	YES	70249	NO Non-Compliant	YES	YES
Cranston Engineering	LATE SUBMITTAL/Non-Compliant					

RFQ #24-132

Engineering Consultant Services Rosters

Category 1 – Water Distribution and Wastewater Collection System Analysis & Design:

- A & S Engineering, LLC
- Ardurra Group, Inc.
- Benesch
- CHA Consulting, Inc.
- Geosyntec Consultants, Inc.
- Goodwyn Mills Cawood, LLC
- HDR Engineering, Inc.
- Infrastructure Systems Management, LLC
- Johnson, Laschober & Associates, P.C.
- Kimley-Horn and Associates, Inc.
- Stantec Consulting Services, Inc.
- W.K. Dickson & Company, Inc.

Category 2 – Water Treatment Plants:

- Ardurra Group, Inc.
- Goodwyn Mills Cawood, LLC
- Stantec Consulting Services, Inc.

Category 3 – Wastewater Treatment Plants:

- Ardurra Group, Inc.
- Goodwyn Mills Cawood, LLC
- Stantec Consulting Services, Inc.

Category 4 – Wastewater Collection System Flow Monitoring:

- ADS, LLC
- CHA Consulting, Inc.
- W.K. Dickson & Company, Inc.

Category 5 – Grant Funding Administration

- HDR Engineering, Inc.
- Kimley-Horn and Associates, Inc.
- W.K. Dickson & Company, Inc.

Category 6 – Dam Safety Engineering and Design

- HDR Engineering, Inc.
- Kleinschmidt Associates, Inc.
- Schnabel Engineering, LLC



Authorize the acquisition of a Right of Way and Permanent Easement involving property located at 2664 Willis Foreman Road (Parcel 178-0-071-00-0) and 2678 Willis Foreman Road (Parcel 178-0-001-01-0) for the Willis Foreman Road Improvement project

Engineering Services Committee Meeting

Meeting Date: May 12, 2026

- Department:** Law Department
- Presenter:** James T. Plunkett, Interim General Counsel
- Caption:** Authorize the acquisition of a Right of Way and Permanent Easement involving property located at 2664 Willis Foreman Road (Parcel 178-0-071-00-0) and 2678 Willis Foreman Road (Parcel 178-0-001-01-0) for the Willis Foreman Road Improvement project
- Background:** In connection with the Willis Foreman Road Improvement project it is necessary to acquire 0.104 Acres of Right of Way in fee simple and 0.356 Acres of Permanent Easement for Construction and Maintenance of Slopes and Drainage and Right to Place and Maintain Utilities, and 0.074 Acres for Temporary Easement for Construction of Drives.
- The negotiated option is for \$62,700.00, which includes \$18,529.95 as Cost to Cure for Parking. The option price exceeds the Administrator's approval authorization for this project and Commission approval is required.
- Analysis:** Acquisition of the right of way and easements are necessary to complete the project.
- Financial Impact:** The necessary costs will be covered under the project budget.
- Alternatives:** No practical alternative.
- Recommendation:** Approve

Funds are available in G/L 340041110-54.11120
the following J/L TP1809005-54.11120
accounts:

REVIEWED AND N/A
APPROVED BY:



Engineering Services Committee

Meeting Date: 4/24/26

Authorize Final Payment for VacCon Truck Lease (ITB 20-261)

- Department:** Utilities
- Presenter:** Wes Byne
- Caption:** Authorize Funding for VacCon final lease Payment to Kanas State Bank in the amount of \$261,070.12 . (ITB 20-261)
- Background:** We are at the end of the five (5) year lease for 2 VacCon trucks. With the payment of the final lease, the trucks become the property of Augusta.
- Analysis:** Vacuum trucks are essential for removing debris from storm and sanitary manholes and for digging around pipes in areas that have a lot of conflicting pipes underground. As the vehicles are essential for operations, AUD requests this item be approved.
- Financial Impact:** \$261,070.12 from 507043420-5422510 / 82600030-5422510
- Alternatives:** No alternative is presented.
- Recommendation:** AUD recommends approving funding for these vehicles.
- Funds are available in the following accounts:** 507043420-5422510
- REVIEWED AND APPROVED BY:** N/A

EXHIBIT B-3

Schedule (01)

**PAYMENT SCHEDULE
(REVISED MARCH 2026)**

RE: Government Obligation Contract dated as of November 20, 2020, between Republic First National Corporation (Obligee) and City of Augusta, Georgia (Obligor)

Date of First Payment	April 01, 2021
Original Balance	\$829,894.00
Total Number of Payments	Five (5)
Number of Payments Per Year	One (1)

Pmt No.	Due Date	Contract Payment	Applied to Interest	Applied to Principal	*Purchase Option Price
1	01-Apr-21	\$164,046.94	\$10,870.31	\$153,176.63	Not Available
2	01-Apr-22	\$164,046.94	\$24,174.38	\$139,872.56	Not Available
3	01-Apr-23	\$164,046.94	\$19,177.71	\$144,869.23	Not Available
4	01-Apr-24	\$164,046.94	\$14,002.55	\$150,044.39	\$247,564.03
5	31-May-26	\$261,070.12	\$19,138.93	\$241,931.19	\$0.00

This Exhibit B-3, Payment Schedule (revised March 2026, shall replace and supersede the previously signed Exhibit B, Payment Schedule signed on behalf of the Obligor by Hardie Davis, Jr., Mayor. This Exhibit B-3 is now the operative Payment Schedule for the above referenced Contract and all Contract Payments under this Contract are now due as shown above.

City of Augusta, Georgia

KS StateBank, a duly assigned assignee of Republic First National Corporation

Signature

Signature

Garnett L. Johnson, Mayor

Jaymie Paavola-Luckert, Vice President

Printed Name and Title

Printed Name and Title

*Assumes all Contract Payments due to date are paid

**PAYMENT SCHEDULE
(REVISED MARCH 2026)**

RE: Government Obligation Contract dated as of November 20, 2020, between Republic First National Corporation (Obligee) and City of Augusta, Georgia (Obligor)

Date of First Payment	April 01, 2021
Original Balance	\$829,894.00
Total Number of Payments	Five (5)
Number of Payments Per Year	One (1)

Pmt No.	Due Date	Contract Payment	Applied to Interest	Applied to Principal	*Purchase Option Price
1	01-Apr-21	\$164,046.94	\$10,870.31	\$153,176.63	Not Available
2	01-Apr-22	\$164,046.94	\$24,174.38	\$139,872.56	Not Available
3	01-Apr-23	\$164,046.94	\$19,177.71	\$144,869.23	Not Available
4	01-Apr-24	\$164,046.94	\$14,002.55	\$150,044.39	\$247,564.03
5	31-May-26	\$261,070.12	\$19,138.93	\$241,931.19	\$0.00

This Exhibit B-3, Payment Schedule (revised March 2026, shall replace and supersede the previously signed Exhibit B, Payment Schedule signed on behalf of the Obligor by Hardie Davis, Jr., Mayor. This Exhibit B-3 is now the operative Payment Schedule for the above referenced Contract and all Contract Payments under this Contract are now due as shown above.

City of Augusta, Georgia

KS StateBank, a duly assigned assignee of Republic First National Corporation

Signature

Hardie Davis, Jr., Mayor

Printed Name and Title

Signature

Jaymie Paavola-Luckert, Vice President

Printed Name and Title

*Assumes all Contract Payments due to date are paid

INVOICE

Date Sent: 03/31/2026

Bill to:

City of Augusta, Georgia
ATTN: Accounts Payable
535 Telfair Street, Suite 800
Augusta, GA 30901

Account Number: 3380699
Invoice Number: 80699-05-2026
Payment Date: 05-31-2026
Payment Due Date: 05-31-2026
Total Due: \$261,070.12

Description	Amount
Government Obligation Contract Dated as of November 20, 2020 Two (2) 2022 Kenworth Vactor Trucks, VIN: 1NKZLJ0X3NJ442403 and 1NKZLJ0X0NJ486682 <i>Additional interest will be assessed on any payment received after the due date.</i>	Payment Amount: \$261,070.12
	Total Due \$261,070.12

Remit to:

KS StateBank
Government Finance Department
PO Box 1608
Manhattan, KS 66505
For Inquiries: (800) 700-7878

NOTE: The address listed above is for payments only



Engineering Services Committee

Meeting Date: May 12, 2026

AUD Mayo Road Sanitary Sewer – RFQ 24-132

Department:	Utilities
Presenter:	Wes Byne, P.E.
Caption:	Motion to approve a proposal to enter an Engineering Services Contract with Johnson, Laschober, & Associates, PC (JLA) to provide engineering services for the abandonment of the existing Mayo Road Pump Station and realignment of sanitary sewer in this area in the amount of \$61,900.00. (RFQ 24-132)
Background:	This contract will provide the necessary professional engineering services to ensure that sewer infrastructure is sufficient in the project area and will allow AUD to serve an unsewered pocket within Augusta-Richmond County. This project will include permitting, environmental services (if necessary), design, bidding, and construction administration.
Analysis:	Expanding infrastructure in this area is consistent with Augusta’s long-term strategy to address growth needs. It will also improve service and will allow for better operations and maintenance of the sanitary sewer infrastructure within the area.
Financial Impact:	The proposal from Johnson, Laschober & Associates, PC has been reviewed and determined to be reasonable. Funding in the amount of \$61,900 is available from these accounts: G/L 507043420-5212115 and J/L 80500030-5212115.
Alternatives:	No alternatives are recommended.
Recommendation:	Recommend approval of the contract with Johnson, Laschober & Associates, PC for \$61,900.00.
Funds are available in the following accounts:	Funds are available in these accounts: G/L 507043420-5212115 and J/L 80500030-5212115.
<u>REVIEWED AND APPROVED BY:</u>	N/A



UTILITIES DEPARTMENT

Wes Byne, P.E.
Director

Chad Hendrix, P.E.
Assistant Director

TO: Andy Penick, Director
Procurement Department

THROUGH: Wes Byne, P.E., Director *Sub*
Utilities Department

FROM: John DeRosa, Project Manager *JD*
Utilities Department

Cc: Chad Hendrix, P.E., Assistant Director *CDH*
Utilities Department

DATE: 05/12/2026

SUBJECT: Engineering Services Justification
AUD Mayo Road Sanitary Sewer

Augusta Utilities (AUD) has engaged Johnson, Laschober & Associates, PC to provide engineering services including assessment, design, permitting, environmental services (if necessary), bidding, and construction administration services for the extension of sewer utilities to support the abandonment of the existing Mayo Road Pump Station which is at the end of its service life. This project would also allow service for an unsewered pocket in the vicinity of Mayo Road and Riverwatch Parkway. JLA previously designed a sanitary sewer alternative in the area, and this project will serve to update the previous design efforts.

The attached proposal outlines these services, and AUD has determined that the associated costs are fair and reasonable. Johnson, Laschober & Associates, PC is prequalified under RFQ 24-132, approved by the Commission on June 27, 2024.

Augusta Utilities – Engineering & Construction Division
452 Walker Street, Ste 200 - Augusta, GA 30901
(706) 312-4154 – Fax (706) 312-4123
WWW.AUGUSTAGA.GOV



Takiyah A. Douse
Interim Administrator

June 27, 2024

Wes Byne, Director
Utilities Department
452 Walker Street, Suite 200
Augusta, GA 30901

Dear Mr. Byne,

At the regular meeting held Tuesday, June 27, 2024, the Augusta, Georgia Commission took action on the following:

13. Approved a contract with ISM to install and maintain rainfall and water level monitoring equipment (RFQ 18-132))
14. Approved Hypochlorite Generator Service Agreement as a sole source procurement.
15. Approved professional services with ISM to provide technical services to support AMI infrastructure. \$309,120.00 (RFQ 18-132)
16. Approved a sole source contract to Industrial Scientific Corporation for confined Gas Monitoring Services at an annual cost of \$11,745.40 – Contract is for 4 years (48 months) at a total cost of \$47,013.60.
17. Approved Landscape Maintenance Agreement for Water Plants. The term of the award is to begin at the notice of award and will expire on 5/1/25. (ITB 24-209)
18. Approved a contract with Janus Research to evaluate Automated Metering Infrastructure Technology as a sole source procurement in the amount of \$457,339.39.
19. Approved the deed of dedications, maintenance agreements, and road resolutions submitted by the Engineering Department and the Augusta Utilities Department for Captains Corner, Phase I.
20. Approved RFQ #24-132 Selection of Engineering Firms for the Engineering Consultants Roster. Award will be for five (5) years, based upon continued satisfactory performance by the firms.
24. Approved resolution authorizing the issuance of \$80 million in bonds and the refunding of the Water and Sewer Bonds Series 2012 for Water and Sewer Capital Projects.

If you have any questions, please contact me.

In Service,

A handwritten signature in blue ink that reads "Takiyah A. Douse".

Takiyah A. Douse, Interim Administrator

TAD/nd

RFQ #24-132

Engineering Consultant Services Rosters

Category 1 – Water Distribution and Wastewater Collection System Analysis & Design:

- A & S Engineering, LLC
- Ardurra Group, Inc.
- Benesch
- CHA Consulting, Inc.
- Geosyntec Consultants, Inc.
- Goodwyn Mills Cawood, LLC
- HDR Engineering, Inc.
- Infrastructure Systems Management, LLC
- Johnson, Laschober & Associates, P.C.
- Kimley-Horn and Associates, Inc.
- Stantec Consulting Services, Inc.
- ~~W.K. Dickson & Company, Inc.~~ → *Acquired by Ardurra Group, 2024*

Category 2 – Water Treatment Plants:

- Ardurra Group, Inc.
- Goodwyn Mills Cawood, LLC
- Stantec Consulting Services, Inc.

Category 3 – Wastewater Treatment Plants:

- Ardurra Group, Inc.
- Goodwyn Mills Cawood, LLC
- Stantec Consulting Services, Inc.

Category 4 – Wastewater Collection System Flow Monitoring:

- ADS, LLC
- CHA Consulting, Inc.
- ~~W.K. Dickson & Company, Inc.~~ → *Acquired by Ardurra Group, 2024*

Category 5 – Grant Funding Administration

- HDR Engineering, Inc.
- Kimley-Horn and Associates, Inc.
- ~~W.K. Dickson & Company, Inc.~~ → *Acquired by Ardurra Group, 2024*

Category 6 – Dam Safety Engineering and Design

- HDR Engineering, Inc.
- Kleinschmidt Associates, Inc.
- Schnabel Engineering, LLC

**AUGUSTA - RICHMOND COUNTY
REQUISITION**

Item 17.

CHECK ALL THAT APPLY:

FUND# 507 - Capital Improvements

DATE: 5/12/2026

Department: Utilities

- WATER
- SEWER
- BOTH

- ENGINEERING
- CONSTRUCTION
- PROFESSIONAL SERVICES

- COMMISSION APPROVAL
- ADMINISTRATIVE APPROVAL
- CHANGE ORDER

Date 06/27/2024
Date _____
Date _____

GL#: 507043420 - 5212115

JL#: 80500030 - 5212115

BID ITEM # RFQ 24-132

VENDOR: Johnson, Laschober & Associates, PC
ADDRESS: 1296 Broad Street, PO Box 2103 Augusta, GA 30903
PHONE #: 706-724-5756
QUOTED BY: Trevor Wimberly

ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1.	Engineering Services for permitting, design, environmental services, bidding, and construction administration of sewer associated with the AUD Mayo Road Sanitary Sewer project	1	61,900.00	61,900.00		0.00		0.00
2.				0.00		0.00		0.00
3.				0.00		0.00		0.00
4.				0.00		0.00		0.00
5.				0.00		0.00		0.00
6.				0.00		0.00		0.00
7.				0.00		0.00		0.00
8.				0.00		0.00		0.00
9.				0.00		0.00		0.00
10.				0.00		0.00		0.00
11.				0.00		0.00		0.00
12.				0.00		0.00		0.00
13.				0.00		0.00		0.00
14.				0.00		0.00		0.00
SHIPPING CHARGES				0.00		0.00		0.00
TOTAL				61,900.00		0.00		0.00

JUSTIFICATION AND EXPLANATION FOR PURCHASE:

Vendor approved via Engineering Consultant Roster, RFQ 24-132 Commission Approved 06/27/2024

REQUESTED BY: AUD-ENGINEERING *aa*

APPROVED BY: *C.D. King*

Directors Signature: *TW By*



ARCHITECTS ♦ ENGINEERS ♦ LANDSCAPE ARCHITECTS

FEE AGREEMENT

DATE: 4/23/2026

PROPOSAL #: 061_R1

SENT BY: PHONE
 FAX
 EMAIL chendrix@augustaga.gov

To: Chad Hendrix
Assistant Director
Augusta Utilities Department
452 Walker St., Suite 200
Augusta, GA 30901

RE: AUD Mayo Road Sanitary Sewer

BY: TREVOR WIMBERLY, P.E.

TIME FRAME: Design Phase - 150 Days from Notice to Proceed including required permitting (railroad and GDOT encroachment)

FEE ARRANGEMENT:

Design Phase

Utility and Topographic Survey:	\$ 8,500
Utility Design & Bid Documents:	\$18,400
Lump Sum Total:	\$26,900

Environmental Services:	\$12,000 Hourly, Not to Exceed
Design Phase Total:	\$38,900

Construction Phase

Bid Phase Services:	\$ 5,500
Easement Plats:	\$ 3,600
Construction Phase Services:	\$ 6,100
Project Close-Out (As-builts):	\$ 7,800
Total:	\$23,000 Hourly, Not to Exceed

Total Purchase Order Amount: \$61,900

Estimated Reimbursables including permit fees, printing, mileage, etc. are not included in the Design Phase lump sum fee above. These and the Construction Phase services shall be billed per the attached fee schedule

SCOPE OF SERVICES:

- I. Project Scope:
 - A. Design a wastewater collection system to:
 - 1. Eliminate the existing sanitary lift station on Mayo Road by designing a gravity sanitary sewer from the nearest downstream extent of the AUD's existing sanitary sewer located on the south side of River Watch Parkway and the railroad tracks up to the existing lift station.
 - 2. The sanitary sewer will be sized to serve existing customers presently served by the lift station and additional areas tributary to the sewer.
 - 3. Eliminate the existing sanitary lift station for the restroom of Brookfield Park by designing a gravity sanitary sewer to connect to the new gravity sanitary sewer system for Mayo Road.
 - B. Total estimated length of sewer – approximately 1,500 LF.

II. Basic Professional Services and Compensation:

A. Engineering

1. Perform field survey for approximately 1,500 LF of sanitary sewer.
2. Prepare bid documents (constructions drawings and a bid tabulation).
3. Provide necessary permitting related to utility encroachments of right of ways.
4. Provide bid and limited construction phase services for the 1,500 LF of sanitary sewer.
5. Soil borings to provide an adequate representation of sub-surface conditions along anticipated sewer alignment to be completed by others

B. Easements:

1. Research and prepare up to 6 easement plats for permanent and/or temporary (construction) easements.
2. Work to be performed on a time and expense basis not to exceed \$3,600.
3. Work will be invoiced on a per unit basis for each property for \$600 per property.

C. Bid Documents - JLA will provide drawings and specifications, including the following front-end specifications in digital format for AUD/Procurement:

1. Index of Specifications
2. Instruction to Bidders
3. Bid Form
4. Agreement
5. Notice of Award
6. Notice to Proceed
7. Change Order
8. Bid Bonds
9. Performance and Payment Bonds
10. General Conditions
11. Supplementary Conditions
12. Special Conditions
13. Application for Payment
14. Certificate of Substantial Completion

D. Bid Phase Services:

1. Attend Pre-Bid Meeting.
2. Issue Addendum (if required).
3. Attend Bid Opening.
4. Provide Certified Bid Tabulation and letter of recommendation.

E. Construction Phase Services

1. Attend Pre-construction meeting
2. Review Submittals
3. Attend monthly contractor meetings and progress review
4. Respond to RFI's and field conflicts
5. Perform key inspections
6. Review pay requests
7. Participate in semi-final, final inspections and project acceptance.

F. Project Close-Out (As-builts):

1. Augusta-Richmond County requires as-built certification for permitted construction projects. This requirement involves an updated site survey of the completed project including constructed site hardscapes, stormwater infrastructure, utilities and as-built checklist all to be stamped and certified by a Professional Surveyor and Professional Engineer.

SPECIAL CONDITIONS:

- A. Environmental Services (if required, to be determined by the Local Issuing Authority): Wetland delineation associated with wetland encroachments and permitting and stream buffer variances associated with Waters of the State:
1. Stream Buffer Variance: Prepare documentation and complete application for stream buffer variance for encroachment into Waters of the State on a time and expense basis.
 2. Wetland Delineation and NWP 12 Application, if wetlands are encroached upon. Work to be performed includes:
 - a. Provide wetland and stream determination/delineation/location and USACE On-site Verification Meeting
 - b. If required, provide preliminary cultural resources and protected species survey and Nationwide Permit Application:
 - c. **Total Estimated Fee for Environmental Services: \$12,000**

Terms and Conditions

Johnson, Laschober & Associates P.C. (JLA) shall perform the services outlined in this agreement for the stated fee agreement.

Access to Site -- Unless otherwise stated, JLA will have access to the site for activities necessary for the performance of the services. JLA will take precautions to minimize damage due to these activities but has not included in the fee the cost of restoration of any resulting damage.

Fee --The total fee, except stated lump sum, shall be understood to be an estimate, based upon Scope of Services, and shall not be exceeded by more than ten percent, without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered.

Billings/Payments -- Invoices will be submitted monthly for services and reimbursable expenses and are due when rendered. Invoices shall be considered PAST DUE if not paid within 30 days after the invoice date and JLA may, without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice. A service charge will be charged at 1.5% (or the legal rate) per month on the unpaid balance. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay cost of collection, including reasonable attorneys' fees.

Indemnifications -- The Client shall indemnify and hold harmless JLA and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorneys' fees) arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act or omission and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except JLA) or anyone for whose acts any of them may be liable.

Hidden Conditions -- A hidden condition is hidden if concealed by existing finishes or if it cannot be investigated by reasonable visual observation. If JLA has reason to believe that such a condition may exist JLA shall notify the client who shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the client fails to authorize such investigation or correction after due notification, or (2) JLA has no reason to believe that such a condition exists, the client is responsible for all risks associated with this condition, JLA shall not be responsible for the existing condition nor any resulting damages to persons or property.

Risk Allocation -- In recognition of the relative risks, rewards and benefits of the project to both the Client and JLA, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, JLA's total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes, shall not exceed the total amount of JLA's fee or other amount agreed upon when added under Special Conditions. Such causes include, but are not limited to JLA's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Jobsite Safety -- Neither the professional activates of JLA, nor the presence of JLA or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties, and responsibilities including but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. JLA and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite safety and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the Client, JLA, and the Consultant's subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance.

Termination of Services -- This agreement may be terminated upon 10 days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay JLA for all services, rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

Ownership Documents -- All documents produced by JLA under this agreement shall remain the property of JLA and may not be used by this Client for any other endeavor without the written consent of JLA.

Applicable Law -- Unless otherwise specified, this agreement shall be governed by the laws of the principal place of business of JLA.

Johnson, Laschober & Associates, P.C.:

Accepted by **Augusta Utilities Department:**

(signature)

(signature)

(printed name/title)

(printed name/title)

Billing Address: _____

(executed agreement date)



FEE SCHEDULE

Effective September 1, 2025

<u>Description</u>	<u>Billing Class</u>	<u>Hourly Fee</u>
Sr. Project Manager	Sr. Associate III	\$ 255
Sr. Engineer/Project Manager	Sr. Associate II	\$ 225
Sr. Engineer/Sr. Architect	Professional XII	\$ 215
Engineer/Project Manager	Professional XI	\$ 190
Engineer/Project Manager	Professional X	\$ 185
Engineer – Level IX	Professional IX	\$ 170
Landscape Architect – Level VIII	Professional VIII	\$ 155
Engineer – Level VII	Professional VII	\$ 150
Engineer – Level VI	Professional VI	\$ 135
Interior Designer – Level VI	Professional VI	\$ 135
Engineer – Level V	Professional V	\$ 125
Landscape Architect – Level V	Professional V	\$ 125
Engineer – Level IV	Professional IV	\$ 115
Engineer – Level III	Professional III	\$ 112
Landscape Architect -- Level II	Professional II	\$ 110
Engineer – Level I	Professional I	\$ 105
Architect – Level I	Professional I	\$ 105
Sr. Designer – Level II	Technician VI	\$ 135
Sr. Designer – Level I	Technician V	\$ 125
Designer/CAD Operator	Technician IV	\$ 105
CAD Operator – Level III	Technician III	\$ 95
CAD Operator – Level II	Technician II	\$ 85
CAD Operator – Level I	Technician I	\$ 75
Accountant – Level III	Support Staff III	\$ 150
Administration – Level II	Support Staff II	\$ 100

EXPENSES.....

Printing & Shipping/Postage cost + 15%
 Mileagecurrent IRS rate
All Sub-consultant services marked up 15%



MEMO

Memo No: 001

Date: 4/16/2026

To: John DeRosa (AUD)

Job #: PZL 061

From: TREVOR WIMBERLY, P.E.

Subject: AUD Mayo Road Sanitary Sewer Extension

The following is the estimated design schedule for the subject project:

Milestone	Duration (weeks)	Start	End
Mayo Road Sanitary Sewer	26	5/4/26	11/5/26
Topographic Survey	4	5/4/26	6/1/26
Preliminary Design Submission	4	6/2/26	6/30/26
Railroad Permit Submission & Review	8	7/1/26	8/26/26
100% ARC Submission & Review	8	7/15/26	9/9/26
GDOT Permit Submission & Review	8	9/10/26	11/5/26
Issued for Bid Documents	TBD		

NOTE: Plan review times are estimates, times may vary.

cc: file



STATE OF GEORGIA
RICHMOND COUNTY

MAJOR PROJECTS
CONSULTANT SERVICES AGREEMENT
BETWEEN
AUGUSTA, GEORGIA
(CITY)

AND

CONSULTANT

CONSULTANT: [REDACTED]

PROJECT: [REDACTED]

DATE EXECUTED:

DATE COMPLETED:



STATE OF GEORGIA
RICHMOND COUNTY

MAJOR PROJECTS
CONSULTANT SERVICES AGREEMENT
BETWEEN
AUGUSTA, GEORGIA
(CITY)

AND

CONSULTANT

This Agreement is made and entered into this _____ day of _____, 2024 by and between AUGUSTA, Georgia, a political subdivision of the State of Georgia, hereinafter called the "CITY" and Business Name, a Corporation authorized to do business in Georgia, hereinafter called the "CONSULTANT."

WHEREAS, the CITY desires to engage a qualified and experienced consulting firm to furnish professional services for:

Project Title

and,

WHEREAS, the CONSULTANT has represented to the CITY that it is experienced and qualified to provide the services contained herein and the CITY has relied upon such representation.

NOW, THEREFORE, in consideration of the mutual promises and covenant herein contained, it is agreed by and between the CITY and the CONSULTANT that:



GENERAL PROVISIONS

CONSULTANT has agreed, in this Agreement with CITY to procure the services of licensed design professionals, to provide the engineering services required to provide professional engineering and design services for the Project in accordance with the requirements as outlined in and attached as Attachment A – Scope of Services and other relevant data defining the Project.

CONSULTANT COORDINATION

The CONSULTANT shall cooperate fully with all municipalities, local government officials, utility companies, and other consultants as directed by the CITY. CONSULTANT and all relevant parties agree to work together on the basis of trust, good faith and fair dealing, and shall take actions reasonably necessary to enable each other to perform this Agreement in a timely, efficient and economical manner. All parties agree to cooperate in a manner consistent with good design practice and will exercise the degree of skill and diligence normally employed by professional engineers or consultants practicing under similar conditions. CONSULTANT will re-perform any services not meeting this standard without additional compensation.

AMENDMENTS TO AGREEMENT

Every amendment to the Scope of Services shall become and is hereby made a part of this Agreement. Amendments must be fully executed by both the CONSULTANT and CITY to be valid.

REDUCTION IN REQUIRED SERVICES

If reductions in the required services are ordered by CITY, the credits shall be the amounts for such services as described in subsequently executed Amendments to this Agreement, and no claim for damages for anticipated profits shall accrue to the CONSULTANT.

DATE CHANGES

If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided and if such periods of time or dates are changed through no fault of CONSULTANT, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment.

AGREEMENT MODIFICATIONS

This Agreement shall not be modified except by a duly executed Amendment hereto in writing under the hands and seals of both parties hereto.

TIME OF COMPLETION

The time of completion shall be as described in the schedule attached hereto as Attachment D - Schedule.



This Agreement shall terminate immediately and absolutely at such time as appropriated and otherwise obligated funds are no longer available to satisfy the obligations of the CONSULTANT on behalf of the CITY under this Agreement. However, CONSULTANT will be compensated for all work prior to termination of contract even if the CITY has obligated the funds to other projects.

PROJECT PROGRESS

CONSULTANT'S services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion.

LITIGATION

Nothing in this Agreement shall be construed as obligating the CONSULTANT to appear, support, prepare, document, bring, defend or assist in litigation either undertaken or defended in behalf of the CITY except in consideration of compensation. All such services required or requested of CONSULTANT by the CITY except suits or claims between the parties to this Agreement will be reimbursed as additional services.

BINDINGS

It is further agreed that the CITY and CONSULTANT each binds itself and themselves, its or their successors, executors, administrators and assigns to the other party to this Agreement and to its or their successors, executors and assigns in respect to all covenants of this Agreement. Except as above, neither CITY nor the CONSULTANT shall assign, sublet or transfer its or their interest in this Agreement without prior written consent of the other party hereto.

EXTENT OF THE AGREEMENT

This Agreement represents the entire agreement between CITY and CONSULTANT and supersedes all prior negotiations, representations and agreements, either written or oral.



DEFINITIONS

Wherever used in this Agreement, whether in the singular or in the plural, the following terms shall have the following meanings:

Agreement Execution - means the date on which CONSULTANT executes and enters into an Agreement with CITY to perform the Work.

Agreement Price - means the total monies, adjusted in accordance with any provision herein, payable to the CONSULTANT under this Agreement.

CITY -means a legal entity AUGUSTA, Georgia, a political subdivision of the State of Georgia.

CONSULTANT - means the party or parties contracting directly with the CITY to perform Work pursuant to this Agreement.

Contract - means the Agreement Documents specifically identified and incorporated herein by reference.

Contract Time - means the period of time stated in this Agreement for the completion of the Work.

Subcontractor - means any person, firm, partnership, joint venture, company, corporation, or entity having a contractual agreement with CONSULTANT or with any of its subcontractors at any tier to provide a part of the Work called for by this Agreement.

Supplemental Agreement - means a written order to CONSULTANT signed by CITY and accepted by CONSULTANT, effecting an addition, deletion or revision in the Work, or an adjustment in the Agreement Price or the Contract Time, issued after execution of this Agreement.

Task Order - means a written order specifying a Scope of Services, time of completion and compensation limit for services being provided by CONSULTANT. Task Orders shall be incorporated by reference as part of the Supplemental Conditions of this Agreement.

Work - means any and all obligations, duties and responsibilities, including furnishing equipment, engineering, design, workmanship, labor and any other services or things necessary to the successful completion of the Project, assigned to or undertaken by CONSULTANT under this Agreement.



CONTRACT DOCUMENTS

List of Documents

The Agreement, the General Conditions, the Attachments, and any Supplemental Agreements, including Task Orders shall constitute the Agreement Documents (the “Agreement”).

Conflict and Precedence

The Agreement Documents are complementary, and what is called for by one is as binding as if called for by all. In the event there are any conflicting provisions or requirements in the component parts of this Agreement, the several Agreement Documents shall take precedence in the following order:

- 1. Agreement - Including Attachments
- 2. General Conditions
- 3. Supplemental Conditions - Including Task Orders

DRAFT



GENERAL CONDITIONS

1. COMMENCEMENT OF WORK

The performance of services as defined in the Prime Agreement between CONSULTANT and the CITY, and herein described in this Agreement as Attachment A shall be commenced upon receipt by the CONSULTANT of a written Notice To Proceed. The effective date of services shall be defined in the Notice To Proceed.

2. PROFESSIONAL STANDARDS

The standard of care for all services performed or furnished by CONSULTANT under this Agreement will be the level of care and that is ordinarily used by members of CONSULTANT’S profession practicing under similar conditions.

3. CHANGES AND EXTRA WORK

The CITY may, at any time, request changes in the work to be performed hereunder. All such changes, including any increase or decrease in the amount of the CONSULTANT’S compensation, which are mutually agreed upon by and between the CITY and the CONSULTANT, shall be incorporated in written Supplemental Agreements to the Agreement.

Changes that involve an increase in the compensation shall be considered major, and require the approval of the CITY.

4. PERSONNEL

The CONSULTANT represents that it has secured or will secure, at its own expense, all personnel necessary to complete this Agreement; none of whom shall be employees of, or have any contractual relationship with, the CITY. All of the services required hereunder will be performed by the CONSULTANT under its supervision, and all personnel engaged in the work shall be qualified and shall be authorized or permitted under law to perform such services.

All key professional personnel, including subcontractors, engaged in performing services for the CONSULTANT under this agreement are indicated in a personnel listing attached hereto as Attachment C - Listing of Key Personnel and incorporate herein by reference. No changes or substitution shall be permitted in the CONSULTANT’S Key Personnel without the prior written approval of the CITY or his designee.

The CONSULTANT shall employ only persons duly registered in the appropriate category in responsible charge of supervision and design of the work. The CONSULTANT shall endorse all reports, contract plans, and survey data. Such endorsements shall be made by a person duly registered in the appropriate category by the Georgia State Board of Registration for Professional Engineers and Land Surveyors, being in the full employ of the CONSULTANT and responsible for the work prescribed by this Agreement.



5. ACCURACY OF WORK

The CONSULTANT shall be responsible for the accuracy of the work and shall promptly correct errors and omissions in its plans and specifications without additional compensation. The CONSULTANT shall give immediate attention to these changes so there will be a minimum of delay to others.

Acceptance of the work by the CITY will not relieve the CONSULTANT of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.

6. CONFIDENTIALITY

The CONSULTANT agrees that its conclusions and any reports are for the confidential use and information of the CITY and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to the CITY, and will only discuss the same with it or its authorized representatives. Upon completion of this Agreement term, all documents, drawings, reports, maps, data and studies prepared by the CONSULTANT pursuant thereto shall become the property of the CITY and be delivered thereto.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of the CITY.

It is further agreed that if any information concerning the PROJECT, should be released by the CONSULTANT without prior approval from the CITY, the release of same shall constitute grounds for termination of this Agreement without indemnity to the CONSULTANT, but should any such information be released by the CITY or by the CONSULTANT with such prior approval, the same shall be regarded as public information and no longer subject to the restrictions of this Agreement.

7. OPEN RECORDS

CONSULTANT acknowledge that all records relating to this Agreement and the services to be provided under the contract may be a public record subject to Georgia's Open Records Act (O.C.G.A. § 50-18-70, et seq.). CONSULTANT shall cooperate fully in responding to such request and making all records, not exempt, available for inspection and copying as provided by law.

8. JURISDICTION

The law of the State of Georgia shall govern the CONTRACT between CITY and CONSULTANT with regard to its interpretation and performance, and any other claims related to this agreement.

All claims, disputes and other matters in question between CITY and CONSULTANT arising out of or relating to the Agreement, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. The CONSULTANT, by executing this Agreement, specifically consents to jurisdiction and venue in Richmond County and waives any right to contest the jurisdiction and venue in the Superior Court of Richmond County, Georgia.

9. TERMINATION OF AGREEMENT FOR CAUSE



If through any cause, the CONSULTANT shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the CONSULTANT shall violate any of the covenants, agreements or stipulations of this Agreement, CONSULTANT will be given the opportunity to commence correction of obligation within 5 days of written notice and diligently complete the correction thereafter. Failure to maintain the scheduled level of effort as proposed and prescribed, or deviation from the aforesaid schedule without prior approval of the CITY, shall constitute cause for termination. The CITY shall thereupon have the right to terminate this Agreement by giving written notice to the CONSULTANT of such termination, and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, maps, data, studies, work papers and reports prepared by the CONSULTANT under this Agreement shall become the property of the CITY, and the CONSULTANT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents, as mutually agreed by the CITY and CONSULTANT.

10. TERMINATION FOR CONVENIENCE OF THE CITY

The CITY may terminate this contract in part or in whole upon written notice to the CONSULTANT. The CONSULTANT shall be paid for any validated services under this Contract up to the time of termination.

11. COORDINATION AND COOPERATION WITH OTHER UTILITIES AND CONSULTANTS

CONSULTANT shall thoroughly research all utility records to identify the existing facilities on the submitted roadway plans for avoidance, or resolution, of conflicts with the proposed Scope of Services.

If the CITY undertakes or awards other contracts for additional related work, the CONSULTANT shall fully cooperate with such other CONSULTANTS and the CITY employees or appointed committee(s), and carefully fit its own work to such additional work as may be directed by the CITY. The CONSULTANT shall not commit or permit any act which will interfere with the performance of work by any other CONSULTANT or by CITY employees.

12. COVENANT AGAINST CONTINGENT FEES

The CONSULTANT warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business and that the CONSULTANT has not received any non-CITY fee related to this Agreement without the prior written consent of the CITY. For breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement Price of consideration the full amount of such commission, percentage, brokerage or contingent fee.

13. RESPONSIBILITY FOR CLAIMS AND LIABILITY



The CONSULTANT shall be responsible for any and all damages to properties or persons caused by its employees, subcontractors, or agents, and shall hold harmless the CITY, its officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever to the extent found to be resulting from the CONSULTANT, its subcontracts, or agent in the negligent performance or non-performance of work under this Agreement. These indemnities shall not be limited by reason of the listing of any insurance coverage.

14. INSURANCE

The CONSULTANT shall, at all times that this Agreement is in effect, cause to be maintained in force and effect an insurance policy(s) that will ensure and indemnify the CITY against liability or financial loss resulting from injuries occurring to persons or property or occurring as a result of any negligent error, act, or omission of the CONSULTANT in performance of the work during the term of this Agreement.

The CONSULTANT shall provide, at all times that this agreement is in effect, Worker's Compensation insurance in accordance with the laws of the State of Georgia.

The CONSULTANT shall provide, at all times that this Agreement is in effect, Insurance with limits of not less than:

- A. Workmen's Compensation Insurance - in accordance with the laws of the State of Georgia.
- B. Public Liability Insurance - in an amount of not less that One Million (\$1,000,000) Dollars for injuries, including those resulting in death to any one person, and in an amount of not less than One Million (\$1,000,000) Dollars on account of any one occurrence.
- C. Property Damage Insurance - in an amount of not less than One Million (\$1,000,000) Dollars from damages on account of an occurrence, with an aggregate limit of One Million (\$1,000,000) Dollars.
- D. Valuable Papers Insurance - in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the Project.
- E. Professional Liability Insurance - in an amount of not less than One Million (\$1,000,000) Dollars or an amount that correlates to the aggregate fee on the project should it exceed \$1,000,000.

CITY will be named as an additional insured with respect to CONSULTANT's liabilities hereunder in insurance coverage's identified in items (b) and (c).

The policies shall be written by a responsible company(s), to be approved by the CITY, and shall be noncancellable except on thirty-(30) days' written notice to the CITY. Such policies shall name the CITY as co-insured, except for worker's compensation and professional liability policies, and a copy of such policy or a certificate of insurance shall be filed with the Director at the time of the execution of this Agreement.

15. PROHIBITED INTERESTS



- 15.1 Conflict of Interest: The CONSULTANT agrees that it presently has no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. The CONSULTANT further agrees that, in the performance of the Agreement, no person having such interest shall be employed.
- 15.2 Interest of Public Officials: No member, officer, or employee of the CITY during his tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- 15.3 Employment of CITY's Personnel: The CONSULTANT shall not employ any person or persons in the employ of the CITY for any work required by the terms of the Agreement, without the written permission of the CITY except as may otherwise be provided for herein.

16. SUBCONTRACTING

The CONSULTANT shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without the CITY's prior written approval of the subcontractor.

All subcontracts in the amount of \$5,000 or more shall include, where possible, the provisions set forth in this Agreement.

17. ASSIGNABILITY

The CONSULTANT shall not assign or transfer whether by an assignment or novation, any of its rights, obligations, benefits, liabilities or other interest under this Agreement without the written consent of the CITY.

18. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the CONSULTANT agrees as follows: (1) the CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin; (2) the CONSULTANT will, in all solicitations or advertisements for employees placed by qualified applicants, receive consideration for employment without regard to race, creed, color, sex or national origin; (3) the CONSULTANT will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provision shall not apply to contracts or subcontracts for standard commercial supplies of raw materials.

19. DRUG FREE WORK PLACE

CONSULTANT shall be responsible for insuring that its employees shall not be involved in any manner with the unlawful manufacture, distribution, dispensation, possession, sale or use of a controlled substance in the workplace. For purposes of the policy, "workplace" is defined as CITY owned or leased property, vehicles, and project or client site. Any violation of the prohibitions may result in discipline and/or immediate discharge.



CONSULTANT shall notify the appropriate federal agencies of an employee who has a criminal drug statute conviction for workplace violation.

CONSULTANT may require drug or alcohol testing of employees when contractually or legally obligated, or when good business practices would dictate.

20. ANTI-KICKBACK CLAUSE

Salaries of architects, drafters, engineer's, and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. The CONSULTANT hereby promises to comply with all applicable "Anti-kickback" laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

21. AUDITS AND INSPECTORS

At any time during normal business hours and as often as the CITY may deem necessary, the CONSULTANT shall make available to the CITY and/or audit representatives of the CITY for examination all of its records with respect to all matters covered by this Agreement. It shall also permit the CITY and/or representatives of the audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

The CONSULTANT shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement, and for three years from the date of final payment under the Agreement, for inspection by the CITY or any reviewing agencies, and copies thereof shall be furnished upon request at cost plus 10%. The CONSULTANT agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee, or transferee.

22. OWNERSHIP, PUBLICATION, REPRODUCTION AND USE

All documents and materials prepared as an instrument of service pursuant to this Agreement are the property of the CITY. The CITY shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, maps, or other materials prepared under this Agreement without according credit of authorship. The CITY shall hold harmless the CONSULTANT against all claims arising out of such use of documents and materials without the CONSULTANT's knowledge and written consent.

23. VERBAL AGREEMENT OR CONVERSATION

No verbal agreement or conversation with any officer, agent, or employee of the CITY, either before, during, or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation entitle the CONSULTANT to any additional payment whatsoever under the terms for this Agreement. All changes to this Agreement shall be in writing and appended hereto as prescribed in Article 3 above.



24. INDEPENDENT CONTRACTOR

The CONSULTANT shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute the CONSULTANT or any of its agents or employees to be the agent, employee, or representative of the CITY.

25. NOTICES

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid. Notices shall be addressed as follows:

CITY:
ADMINISTRATOR
AUGUSTA, GEORGIA
535 Telfair St., Suite 910
Augusta, GA 30911

CONSULTANT:

Copy to:
DIRECTOR
AUGUSTA UTILITIES DEPARTMENT
452 Walker Street; Suite 200
Augusta, GA 30901

26. TEMPORARY SUSPENSION OR DELAY OF PERFORMANCE OF CONTRACT

To the extent that it does not alter the scope of this agreement, Augusta, GA may unilaterally order a temporary stopping of the work, or delaying of the work to be performed by CONSULTANT under this agreement.

27. DEFECTIVE PRICING

To the extent that the pricing provided by CONSULTANT is erroneous and defective, the parties may, by agreement, correct pricing errors to reflect the intent of the parties.

28. SPECIFIED EXCUSES FOR DELAY OR NON-PERFORMANCE

CONSULTANT is not responsible for delay in performance caused by hurricanes, tornadoes, floods, and other severe and unexpected acts of nature. In any such event, the contract price and schedule shall be equitably adjusted.

29. HOLD HARMLESS

Except as otherwise provided in this agreement, CONSULTANT shall indemnify and hold harmless Augusta, GA, and its employees and agents from and against all liabilities, claims, suits,



demands, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from the negligent performance of its Work.

30. GEORGIA PROMPT PAY ACT NOT APPLICABLE

The terms of this agreement supersede any and all provisions of the Georgia Prompt Pay Act.

31. RIGHT TO INSPECT PREMISES

Augusta, Georgia may, at reasonable times, inspect the part of the plant, place of business, or work site of CONSULTANT or any subcontractor of CONSULTANT or subunit thereof which is pertinent to the performance of any contract awarded or to be awarded by Augusta, Georgia.

32. E-VERIFY

All contractors and subcontractors entering into contracts with Augusta, Georgia for the physical performance of services shall be required to execute an Affidavit verifying its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia has registered with and is participating in a federal work authorization program. All contractors and subcontractors must provide their E-Verify number and must be in compliance with the electronic verification of work authorized programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and shall continue to use the federal authorization program throughout the contract term. All contractors shall further agree that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to its contract with Augusta, Georgia the contractor will secure from such subcontractor(s) each subcontractor's *E-Verify number* as evidence of verification of compliance with O.C.G.A. § 13-10-91 on the subcontractor affidavit provided in Rule 300-10-01-.08 or a substantially similar form. All contractors shall further agree to maintain records of such compliance and provide a copy of each such verification to Augusta, Georgia at the time the subcontractor(s) is retained to perform such physical services.

33. LOCAL SMALL BUSINESS LANGUAGE

In accordance with Chapter 10B of the AUGUSTA, GA. CODE, Contractor expressly agrees to collect and maintain all records necessary to for Augusta, Georgia to evaluate the effectiveness of its Local Small Business Opportunity Program and to make such records available to Augusta, Georgia. The requirements of the Local Small Business Opportunity Program can be found at www.augustaga.gov. In accordance with AUGUSTA, GA. CODE § 1-10-129(d)(7), for all contracts where a local small business goal has been established, the contractor is required to provide local small business utilization reports. Contractor shall report to Augusta, Georgia the total dollars paid to each local small business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors as may be requested by Augusta, Georgia. Such documents shall be in the format specified by the Director of minority and small business opportunities, and shall be submitted at such times as required by Augusta, Georgia. Failure to provide such reports within the time period specified by Augusta, Georgia shall entitle Augusta, Georgia to exercise any of the remedies set forth, including but not limited to, withholding payment from the contractor and/or collecting liquidated damages.



34. ACKNOWLEDGEMENT

"Consultant acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners and approval of the Mayor. Under Georgia law, Consultant is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Consultant's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Consultant may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Consultant agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the Consultant provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by Consultant. Consultant assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity." This acknowledgement shall be a mandatory provision in all Augusta, Georgia contracts for goods and services, except revenue producing contracts.

[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, said parties have hereunto set their seals the day and year written below:

CITY:

AUGUSTA, GEORGIA (CITY)

BY: _____

PRINTED NAME: Garnett L. Johnson

AS ITS: MAYOR

CONSULTANT:

BY: _____

PRINTED NAME: _____

AS ITS: Principal

ATTEST CLERK:

PRINTED NAME: Lena J. Bonner

AS ITS: Clerk of Commission

DATE: _____

ATTEST:

PRINTED NAME: _____

AS ITS: Principal

DATE: _____

Copy To:

DIRECTOR
AUGUSTA UTILITIES DEPARTMENT
452 Walker Street, Suite 200
Augusta, GA 30901

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CONSULTANT’S RESPONSIBILITIES

CONSULTANT , in order to determine the requirements of the Project, shall review the information in Attachment A – Scope of Services. CONSULTANT shall review its understanding of the Project requirements with CITY and shall advise CITY of additional data or services which are not a part of CONSULTANT’s services, if any, necessary for design to begin.

PROJECT UNDERSTANDING

Upon request from the CONSULTANT, CITY may provide all criteria and full information as to CITY's and CONSULTANT'S requirements for this part of the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations. CONSULTANT may request from the CITY to furnish data, reports, surveys, and other materials that may be relied upon in performing CONSULTANT'S services.

REVIEW OF WORK

Authorized representatives of the CITY may at all reasonable times review and inspect the project activities and data collected under the Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computation prepared by or for the CITY in association with this Agreement shall be subject to review.

The CITY may at any time request progress reports, prints or copies of any work performed under this Agreement. Refusal by the CONSULTANT to submit progress reports and/or plans shall be cause to withhold payment to the CONSULTANT until the CONSULTANT complies with the CITY’s request in the regard.

The CITY’s review recommendations shall be incorporated into the plans by the CONSULTANT.

CONSULTANT'S INSURANCE

CONSULTANT will maintain throughout this AGREEMENT the following insurance limits as specified in General Condition 14 – Insurance.



CITY'S RESPONSIBILITIES

CITY-FURNISHED DATA

CITY will provide to CONSULTANT all data in CITY's possession relating to CONSULTANT's services on the PROJECT. CONSULTANT will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by CITY.

RIGHT TO ENTER

The CONSULTANT will notify all property owners or occupants of the intent to enter properties for the purpose of accomplishing work in accordance with the practices of the CITY. The CONSULTANT shall discuss with and receive approval from the CITY prior to sending notices of intent to enter private property. Upon request by the CONSULTANT, the CITY will provide the necessary documents identifying the CONSULTANT as being in the employ CITY for the purpose described in the Agreement.

ADVERTISEMENTS, PERMITS, AND ACCESS

Unless otherwise agreed to in the Scope of Services, CITY will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for CONSULTANT's services or PROJECT construction.

TIMELY REVIEW

CITY will examine CONSULTANT's studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as CITY deems appropriate; and render in writing decisions required by CITY in a timely manner.

PROMPT NOTICE

CITY will give prompt written notice to CONSULTANT whenever CITY observes or becomes aware of any development that affects the scope or timing of CONSULTANT's Services, or of any defect in the work of CONSULTANT or construction contractors.

CITY'S INSURANCE

CITY will maintain property insurance on all pre-existing physical facilities associated in any way with the PROJECT.

LITIGATION ASSISTANCE

The Scope of Services does not include costs of CONSULTANT for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by CITY. All such Services required or requested of CONSULTANT by CITY, except for suits or claims between the parties to this AGREEMENT, will be reimbursed as additional services.



ATTACHMENT A - SCOPE OF SERVICES

Please see the attached JLA proposal for this item.

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ATTACHMENT B - COMPENSATION

The CITY shall compensate the CONSULTANT for services, which have been authorized by the CITY under the terms of this Agreement.

The CONSULTANT may submit to the CITY a monthly invoice, in a form acceptable to the CITY and accompanied by all support documentation requested by the CITY, for payment for the services, which were completed during the billing period. The CITY shall review for approval said invoices. The CITY shall have the right to reject payment of any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined solely by the CITY, are unreasonably in excess of the actual phase of completion of each phase. The CITY shall pay each such invoice or portion thereof as approved, provided that the approval or payment of any such invoice shall not be considered to be evidence of performance by the CONSULTANT to the point indicated by such invoice, or of receipt of acceptance by the CITY of the service covered by such invoice. The CITY shall pay any undisputed items contained in such invoices.

Each invoice shall be accompanied by a letter progress report describing the total work accomplished for each phase and any problems, which have been encountered, which may inhibit execution of the work. The CONSULTANT shall also submit an accurate updated schedule, and an itemized description of the percentage of total work completed for each phase during the billing period.

When the CITY authorizes the CONSULTANT to proceed with the work authorized in a Task Order, it agrees to pay the CONSULTANT for work completed, on the basis of the standard billing rates shown in Attachment B to the Contract of those principals and employees engaged directly on the work.

Compensation for design services shall be invoices based on the sum of all actual costs incurred in the performance of the work, including all direct, payroll, overall and profit cost in an amount not-to-exceed the compensation set forth in the terms of the Agreement or any authorized Task Order. All invoices submitted by the CONSULTANT shall be detailed to reflect incurred expenses, labor hours and costs by authorized Task.

Overtime may be performed at the discretion of the CONSULTANT, but the premium time portion of the overtime will not be billed to the CITY unless the CONSULTANT has requested acceleration of the scheduled work in writing.



ATTACHMENT C - LISTING OF KEY PERSONNEL

CONSULTANT shall provide qualified personnel to perform its work. The list of key personnel below, including a designated Program Manager will not change or be reassigned without the written approval of the CITY. Those personnel committed for this work are as follows:

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ATTACHMENT D - SCHEDULE FOR PERFORMANCE

The term of services will be one year, with the start and end date issues in the Notice to Proceed. Augusta has the option to renew the agreement annually for the duration of four (4) additional one-year terms.

Please see the attached JLA proposal for this item.

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CONSULTANT SERVICES

As a part of this Agreement the CONSULTANT agrees to furnish the following checked items (CONSULTANT to initial in the space provided acknowledging responsibility to furnish said item).

Prior to Authorization To Proceed:

- Detailed Scope of Services based upon Schedule A of this Agreement to be submitted with Cost Proposal clearly defining the CONSULTANT'S understanding of the project limits, design objectives and CONSULTANT'S services to be provided.
- Cost Proposal that will include cost of surveying, design, preparation of construction plans and specifications, and other services requested in the CITY'S Request for Proposal.
- Schedule for submittal of review documents at 30%, 60%, and 90% completion; and final documents.

Prior to submitting 30% review documents:

- Locate all existing utilities using available information collected by the CONSULTANT. The CITY will furnish available information on water and sewer locations however the CONSULTANT must verify to CITY'S satisfaction.
- Provide CITY with information on the project site(s), including the following:
 - Past and present use of the land (specifically identify any landfilling activities in the area); identify any nearby designated wetlands
 - Soil type(s)
 - Boring results when required by CONSULTANT for new facilities or where depth of line and existing site conditions warrant.
 - Brief description of the area (e.g., residential, commercial, industrial) including general slope of the land, and whether trees, signs, etc. will be in conflict with the new facilities. Include number of properties affected and number of easements required with property owners identified
 - Identification of potential problems in meeting design objectives.
- Site Plan (If Required)

Throughout project:

- Prepare printed responses to comments received from the CITY following reviews.
- Provide the necessary plats for easement acquisition and DOT/other permit application.
- Prepare Public Works/DOT/Other permit applications for signature by the CITY.
- Prepare and submit plans to EPD for review and approval when required.



- Prepare plans and specifications, using *Augusta Utilities Design Standards and Specifications (latest version)*. Specifications must mirror that provided by the CITY.
- Prepare construction cost estimates at each review stage, 30%, 60%, 90%, and with the submittal of Final documents. Provide cost breakdown for any items to be lump sum in the construction contract.

Upon completion of design:

- Coordinate with the City Procurement Department to advertise the project.
- Fax bid information to CITY.
- Attend the Pre-Bid Meeting as a technical reference to the CITY.
- Prepare letter of recommendation for award of the contract.
- Develop conformed contract documents and forward to the CITY for execution.
- Attend the pre-construction meeting as a technical reference to the CITY.
- Provide clarification related to the plans/specifications throughout design and construction.
- Provide record drawings at completion of the project electronically, per the *Utilities Design Standards and Specifications (latest version)*.
- Provide Services During Construction as follows:
 - Attend project meetings as scheduled by the CITY
 - Recommend design changes as field conflicts arise (site visits may be required)
 - Review and approval of pay requests from the construction Contractor (line of communication will be construction contractor to resident observer to CONSULTANT to CITY)
 - Provide clarification of plans and specifications throughout construction
 - Revise/update plans and/or easement plats as changes occur that require resubmittal to DOT/other agencies.

AUGUSTA UTILITIES DEPARTMENT

BY: _____

PRINTED NAME: _____

TITLE: DIRECTOR _____

DATE: _____

CONSULTANT

BY: _____

PRINTED NAME: _____

TITLE: Principal _____

DATE: _____



ADDITIONAL SERVICES:

1. Revisions to the plans/contract documents to extend the limits of the project after this AGREEMENT has been executed by the CITY.
2. Revisions due to incorrect locations of existing utilities by the CONSULTANT (i.e., correct location given by CITY, incorrectly marked on plans by engineer) will be the responsibility of the CONSULTANT. Other revisions required by the CITY, DOT, EPD, or other government agency at their request will be considered an additional service.
3. Out-of-town meetings or conferences required of the CONSULTANT by the CITY.
4. Other not described above, as approved by the CITY.

NOTE:

It is the responsibility of the CONSULTANT as contracted by the CITY to provide professional surveying and engineering services. It is expected that such professionals will operate in a manner which assures the interests of the common welfare, rather than in a manner which promotes their own financial gain. It is expected that such professionals will act as a faithful agent for the CITY as a client. It is the duty of the CONSULTANT to protect the safety, health and welfare of the public in the performance of their professional duties.

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BEST AND FINAL FEE PROPOSAL

DRAFT



ARCHITECTS ♦ ENGINEERS ♦ LANDSCAPE ARCHITECTS

FEE AGREEMENT

DATE: 4/23/2026

PROPOSAL #: 061_R1

SENT BY: PHONE
 FAX
 EMAIL chendrix@augustaga.gov

To: Chad Hendrix
Assistant Director
Augusta Utilities Department
452 Walker St., Suite 200
Augusta, GA 30901

RE: AUD Mayo Road Sanitary Sewer

BY: TREVOR WIMBERLY, P.E.

TIME FRAME: Design Phase - 150 Days from Notice to Proceed including required permitting (railroad and GDOT encroachment)

FEE ARRANGEMENT:

Design Phase

Utility and Topographic Survey:	\$ 8,500
Utility Design & Bid Documents:	\$18,400
Lump Sum Total:	\$26,900

Environmental Services:	\$12,000 Hourly, Not to Exceed
Design Phase Total:	\$38,900

Construction Phase

Bid Phase Services:	\$ 5,500
Easement Plats:	\$ 3,600
Construction Phase Services:	\$ 6,100
Project Close-Out (As-builts):	\$ 7,800
Total:	\$23,000 Hourly, Not to Exceed

Total Purchase Order Amount: \$61,900

Estimated Reimbursables including permit fees, printing, mileage, etc. are not included in the Design Phase lump sum fee above. These and the Construction Phase services shall be billed per the attached fee schedule

SCOPE OF SERVICES:

- I. Project Scope:
 - A. Design a wastewater collection system to:
 - 1. Eliminate the existing sanitary lift station on Mayo Road by designing a gravity sanitary sewer from the nearest downstream extent of the AUD's existing sanitary sewer located on the south side of River Watch Parkway and the railroad tracks up to the existing lift station.
 - 2. The sanitary sewer will be sized to serve existing customers presently served by the lift station and additional areas tributary to the sewer.
 - 3. Eliminate the existing sanitary lift station for the restroom of Brookfield Park by designing a gravity sanitary sewer to connect to the new gravity sanitary sewer system for Mayo Road.
 - B. Total estimated length of sewer – approximately 1,500 LF.

II. Basic Professional Services and Compensation:

A. Engineering

1. Perform field survey for approximately 1,500 LF of sanitary sewer.
2. Prepare bid documents (constructions drawings and a bid tabulation).
3. Provide necessary permitting related to utility encroachments of right of ways.
4. Provide bid and limited construction phase services for the 1,500 LF of sanitary sewer.
5. Soil borings to provide an adequate representation of sub-surface conditions along anticipated sewer alignment to be completed by others

B. Easements:

1. Research and prepare up to 6 easement plats for permanent and/or temporary (construction) easements.
2. Work to be performed on a time and expense basis not to exceed \$3,600.
3. Work will be invoiced on a per unit basis for each property for \$600 per property.

C. Bid Documents - JLA will provide drawings and specifications, including the following front-end specifications in digital format for AUD/Procurement:

1. Index of Specifications
2. Instruction to Bidders
3. Bid Form
4. Agreement
5. Notice of Award
6. Notice to Proceed
7. Change Order
8. Bid Bonds
9. Performance and Payment Bonds
10. General Conditions
11. Supplementary Conditions
12. Special Conditions
13. Application for Payment
14. Certificate of Substantial Completion

D. Bid Phase Services:

1. Attend Pre-Bid Meeting.
2. Issue Addendum (if required).
3. Attend Bid Opening.
4. Provide Certified Bid Tabulation and letter of recommendation.

E. Construction Phase Services

1. Attend Pre-construction meeting
2. Review Submittals
3. Attend monthly contractor meetings and progress review
4. Respond to RFI's and field conflicts
5. Perform key inspections
6. Review pay requests
7. Participate in semi-final, final inspections and project acceptance.

F. Project Close-Out (As-builts):

1. Augusta-Richmond County requires as-built certification for permitted construction projects. This requirement involves an updated site survey of the completed project including constructed site hardscapes, stormwater infrastructure, utilities and as-built checklist all to be stamped and certified by a Professional Surveyor and Professional Engineer.

SPECIAL CONDITIONS:

- A. Environmental Services (if required, to be determined by the Local Issuing Authority): Wetland delineation associated with wetland encroachments and permitting and stream buffer variances associated with Waters of the State:
1. Stream Buffer Variance: Prepare documentation and complete application for stream buffer variance for encroachment into Waters of the State on a time and expense basis.
 2. Wetland Delineation and NWP 12 Application, if wetlands are encroached upon. Work to be performed includes:
 - a. Provide wetland and stream determination/delineation/location and USACE On-site Verification Meeting
 - b. If required, provide preliminary cultural resources and protected species survey and Nationwide Permit Application:
 - c. **Total Estimated Fee for Environmental Services: \$12,000**

Terms and Conditions

Johnson, Laschober & Associates P.C. (JLA) shall perform the services outlined in this agreement for the stated fee agreement.

Access to Site -- Unless otherwise stated, JLA will have access to the site for activities necessary for the performance of the services. JLA will take precautions to minimize damage due to these activities but has not included in the fee the cost of restoration of any resulting damage.

Fee --The total fee, except stated lump sum, shall be understood to be an estimate, based upon Scope of Services, and shall not be exceeded by more than ten percent, without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered.

Billings/Payments -- Invoices will be submitted monthly for services and reimbursable expenses and are due when rendered. Invoices shall be considered PAST DUE if not paid within 30 days after the invoice date and JLA may, without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice. A service charge will be charged at 1.5% (or the legal rate) per month on the unpaid balance. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay cost of collection, including reasonable attorneys' fees.

Indemnifications -- The Client shall indemnify and hold harmless JLA and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorneys' fees) arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act or omission and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except JLA) or anyone for whose acts any of them may be liable.

Hidden Conditions -- A hidden condition is hidden if concealed by existing finishes or if it cannot be investigated by reasonable visual observation. If JLA has reason to believe that such a condition may exist JLA shall notify the client who shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the client fails to authorize such investigation or correction after due notification, or (2) JLA has no reason to believe that such a condition exists, the client is responsible for all risks associated with this condition, JLA shall not be responsible for the existing condition nor any resulting damages to persons or property.

Risk Allocation -- In recognition of the relative risks, rewards and benefits of the project to both the Client and JLA, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, JLA's total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes, shall not exceed the total amount of JLA's fee or other amount agreed upon when added under Special Conditions. Such causes include, but are not limited to JLA's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Jobsite Safety -- Neither the professional activities of JLA, nor the presence of JLA or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties, and responsibilities including but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. JLA and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite safety and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the Client, JLA, and the Consultant's subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance.

Termination of Services -- This agreement may be terminated upon 10 days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay JLA for all services, rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

Ownership Documents -- All documents produced by JLA under this agreement shall remain the property of JLA and may not be used by this Client for any other endeavor without the written consent of JLA.

Applicable Law -- Unless otherwise specified, this agreement shall be governed by the laws of the principal place of business of JLA.

Johnson, Laschober & Associates, P.C.:

Accepted by **Augusta Utilities Department:**

(signature)

(signature)

(printed name/title)

(printed name/title)

Billing Address: _____

(executed agreement date)



FEE SCHEDULE

Effective September 1, 2025

<u>Description</u>	<u>Billing Class</u>	<u>Hourly Fee</u>
Sr. Project Manager	Sr. Associate III	\$ 255
Sr. Engineer/Project Manager	Sr. Associate II	\$ 225
Sr. Engineer/Sr. Architect	Professional XII	\$ 215
Engineer/Project Manager	Professional XI	\$ 190
Engineer/Project Manager	Professional X	\$ 185
Engineer – Level IX	Professional IX	\$ 170
Landscape Architect – Level VIII	Professional VIII	\$ 155
Engineer – Level VII	Professional VII	\$ 150
Engineer – Level VI	Professional VI	\$ 135
Interior Designer – Level VI	Professional VI	\$ 135
Engineer – Level V	Professional V	\$ 125
Landscape Architect – Level V	Professional V	\$ 125
Engineer – Level IV	Professional IV	\$ 115
Engineer – Level III	Professional III	\$ 112
Landscape Architect -- Level II	Professional II	\$ 110
Engineer – Level I	Professional I	\$ 105
Architect – Level I	Professional I	\$ 105
Sr. Designer – Level II	Technician VI	\$ 135
Sr. Designer – Level I	Technician V	\$ 125
Designer/CAD Operator	Technician IV	\$ 105
CAD Operator – Level III	Technician III	\$ 95
CAD Operator – Level II	Technician II	\$ 85
CAD Operator – Level I	Technician I	\$ 75
Accountant – Level III	Support Staff III	\$ 150
Administration – Level II	Support Staff II	\$ 100

EXPENSES.....

Printing & Shipping/Postage cost + 15%
 Mileagecurrent IRS rate
All Sub-consultant services marked up 15%



MEMO

Memo No: 001

Date: 4/16/2026

To: John DeRosa (AUD)

Job #: PZL 061

From: TREVOR WIMBERLY, P.E.

Subject: AUD Mayo Road Sanitary Sewer Extension

The following is the estimated design schedule for the subject project:

Milestone	Duration (weeks)	Start	End
Mayo Road Sanitary Sewer	26	5/4/26	11/5/26
Topographic Survey	4	5/4/26	6/1/26
Preliminary Design Submission	4	6/2/26	6/30/26
Railroad Permit Submission & Review	8	7/1/26	8/26/26
100% ARC Submission & Review	8	7/15/26	9/9/26
GDOT Permit Submission & Review	8	9/10/26	11/5/26
Issued for Bid Documents	TBD		

NOTE: Plan review times are estimates, times may vary.

cc: file



Engineering Services Committee Meeting

May 12, 2026

Minutes

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve the minutes of the April 28, 2026 Engineering Services Committee Meeting.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A