



ENGINEERING SERVICES COMMITTEE MEETING AGENDA

Commission Chamber
Tuesday, April 30, 2024
1:05 PM

ENGINEERING SERVICES

1. Approve and authorize Augusta Engineering to submit, accept and receive Georgia Department of Transportation (GDOT) Financial Assistance through GDOT FY2024 Local Road Assistance Administration (LRA) Funds for Proposed Augusta Canal Pedestrian Bridge. Also authorize Augusta Mayor to sign associated documents. /AE
2. Approve and authorize Mayor to renew & execute intergovernmental agreement (IGA), at the discretion of the Augusta Law Department, between Augusta, Georgia and the Burke County, Georgia (County) to allow the County residential solid waste disposal at the Augusta Deans Bridge Road MSW Landfill at a waste disposal special unit rate. /AE
3. Approve and authorize Augusta Engineering (AEESD) 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) FY2024 Supplemental for Road Improvements & maintenance projects (Listed under Financial Impact Section). Also authorize Augusta Mayor to sign GDOT E-Verify affidavit and LMIG Submittal Cover Letter as need arises. /AE
4. Approve Revision to Funds Allocation of Construction Contract to Kiewit Infrastructure South Co. (Kiewit) in the amount of \$3,585,500.70 for Transportation Investment Act (TIA) Projects, Highland Ave. Bridge over CSX & Walton Way Bridge over Hawks Gully Maintenance Repairs Projects. Also authorize and approve reallocating TIA-Discretionary Recaptured \$768,191.70 from Highland Ave, Bridge over CSX to 13th Street Improvements Project. AE/RFP 22-281A.
5. Approve Supplement funding (SA1) to Cranston Engineering (Cranston) in the amount of \$24,835.00 for the 5th Street Improvements Construction Phase Services (CEI). AE/RFP 18-283
6. Presentation and discussion by Coastal Waste & Recycling of Georgia LLC for RFP#23-112 Solid Waste & Recyclable Collection Services – Zone One. **(Requested by Commissioner Brandon Garrett)**
7. Motion to Approve RFQ #23-263: Task Order Program (2023) for Utilities Department in the amount of \$4,000,000.00 for execution by Beam's Construction, Inc.; Blair Construction, Inc.; Garnto Southern Construction, Inc.; Gearig Civilworks, LLC; BD Garner Sitework; CBH Excavation; Quality Plus Services and Shockley Plumbing as qualified and selected contractors. The term of the contract is for one (1) year with the option to extend for 4 additional one year terms.

8. Approve the extension of the existing MOU with Augusta University to develop an internship program centered around Smart City sensors and programs.
9. Motion to approve the Administrator's recommendation to extend the residential solid waste and recyclables collection second transition agreement between Augusta, Georgia, and Georgia Waste Systems, LLC from July 1, 2024, to December 31, 2025, for \$21.86 per house, per month. **(Referred from March 26 Engineering Services Committee)**
10. Approve Bid #24-173 for the Augusta Corporate Park Utility Extension to Gearig Civilworks, LLC and approve AUD Director or designee to execute all documents required to ensure EDA compliance.
11. Motion to approve the minutes of the Engineering Services Committee held on March 26, 2024.



Committee Meeting

Meeting Date: April 30, 2024

GDOT Amended FY24 Budget Item

Augusta Canal Pedestrian Bridge

File Reference: 24-014(A)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve and authorize Augusta Engineering to submit, accept and receive Georgia Department of Transportation (GDOT) Financial Assistance through GDOT FY2024 Local Road Assistance Administration (LRA) Funds for Proposed Augusta Canal Pedestrian Bridge. Also authorize Augusta Mayor to sign associated documents. /AE
Background:	Georgia Legislators included \$500,000 in GDOT amended FY2024 budget for partially funding construction of Pedestrian Bridge over Augusta Canal in vicinity of Lake Warren. At present there is no connectivity to Canal Trail from River Watch side of the canal. The concept is to create a walking trail along recently dredged Lake Warren and connect it to Canal Trail (located at opposite bank of the canal) by constructing a pedestrian bridge over the Augusta Canal. Concept development and funding efforts are led by an Augusta State Representative. Completing this trail including bridge preliminary estimated cost is around \$2 million.
Analysis:	Construction of proposed Trail provides the West Service Area of Augusta direct connectivity to the Augusta Canal Trail system. It will have beneficial quality of life and economic growth impact. Acceptance of GDOT allocated funds is the first step toward receiving other potential assistance from GDOT and maybe federal sources. Augusta Engineering supports the proposed trial and recommends acceptance of the allocated \$500,000.
Financial Impact:	Augusta, GA will receive around \$500,000.00 from GDOT to be used for the proposed Augusta Canal Pedestrian Bridge. A local funding match is NOT required.
Alternatives:	1. No alternate proposed
Recommendation:	Approve and authorize Augusta Engineering (AEESD) to submit, accept and receive Georgia Department of Transportation (GDOT) Financial Assistance from GDOT through FY2024 Local Road Assistance Administration (LRA) Funds for Proposed Augusta Canal Pedestrian Bridge. Also authorize Augusta Mayor to sign associated documents.

**Funds are available in (Match NOT required)
the following accounts:**

REVIEWED AND HM/SR
APPROVED BY:



Russell R. McMurry, P.E.,
Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

April 2, 2024

Mr. Garnett L. Johnson, Mayor
Augusta – Richmond County
535 Telfair Street
Augusta, Georgia 30901

RE: GDOT Amended FY24 Budget Item

Dear Mayor Johnson:

The approved amended fiscal year 2024 state budget added one time funding in the amount of \$500,000 to be used for the Augusta Canal Pedestrian Bridge.

GDOT will distribute this \$500,000 to Augusta – Richmond County with your Local Roads Administration (LRA) formula allocation. The \$500,000 is to be used for its intended purpose and this sum will be in addition to your LRA formula amount. Please include this \$500,000 in your LRA application submission.

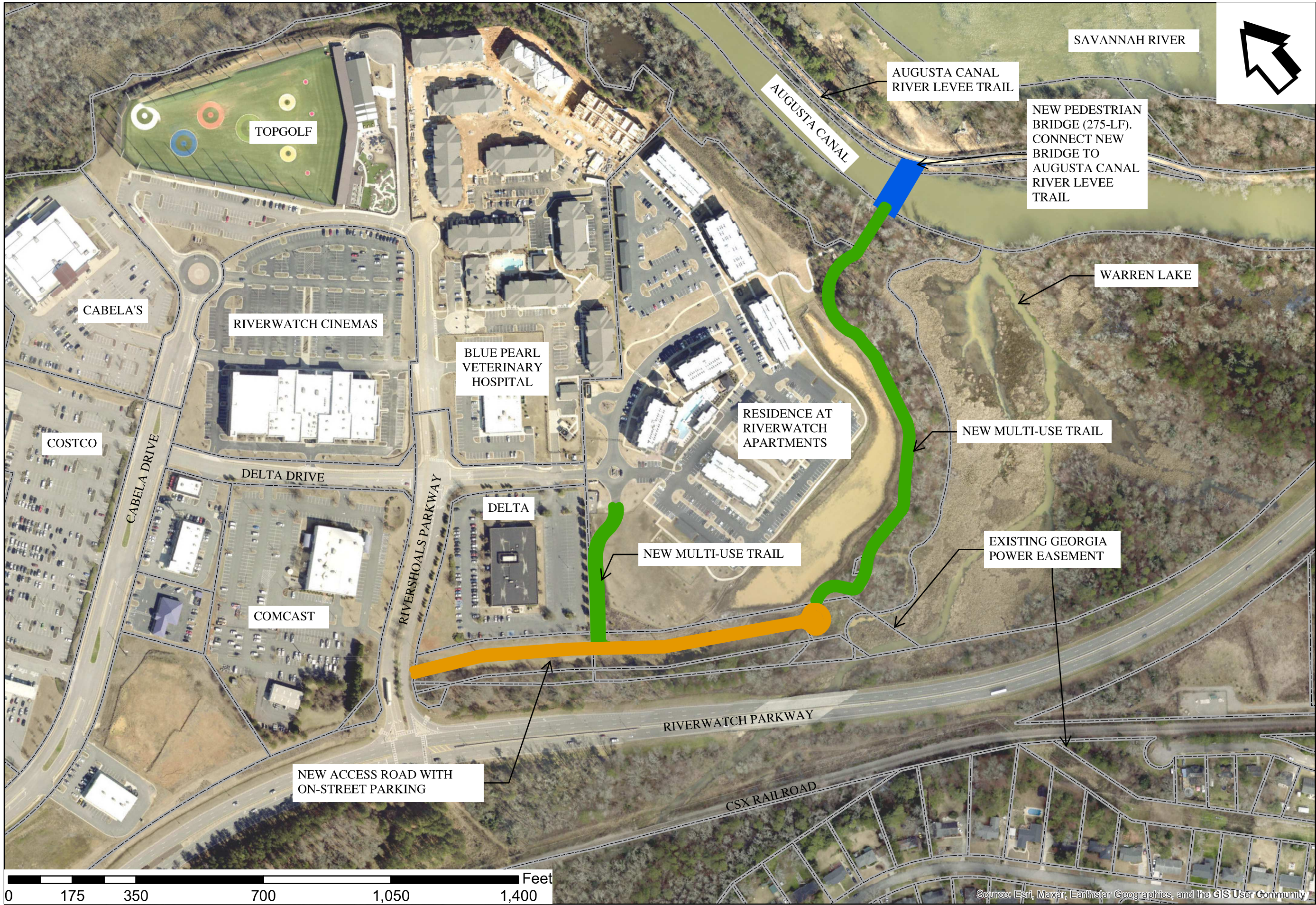
If you have any questions or require additional information, please reach out to Mr. Bill Wright, Local Grants Administrator, at 404-347-0231 or wwright@dot.ga.gov.

Sincerely,

A handwritten signature in blue ink that reads "Russell R. McMurry".

Russell R. McMurry, P.E.
Commissioner

cc: The Honorable Harold Jones II, Georgia State Senate
The Honorable Max Burns, Georgia State Senate
The Honorable Mark Newton, Georgia House of Representatives
The Honorable Karlton Howard, Georgia House of Representatives
The Honorable Lynn Gladney, Georgia House of Representatives
The Honorable Gloria Frazier, Georgia House of Representatives
The Honorable Brian Prince, Georgia House of Representatives
The Honorable Greg Morris, State Transportation Board
Hameed Malik, Ph.D., P.E, Augusta Director of Engineering
Corbett Reynolds, District Engineer
Matthew Sammons, District 2 State Aid Coordinator



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Legend

- Proposed Access Road
- Proposed Multi-Use Trail
- Proposed Pedestrian Bridge
- Parcel Data

MAPPING SOURCE:
Augusta-Richmond County GIS

RIVERWATCH MULTI-USE TRAIL AND CANAL PEDESTRIAN BRIDGE

CHECKED: WPM

DATE: 2/27/2023

2:29

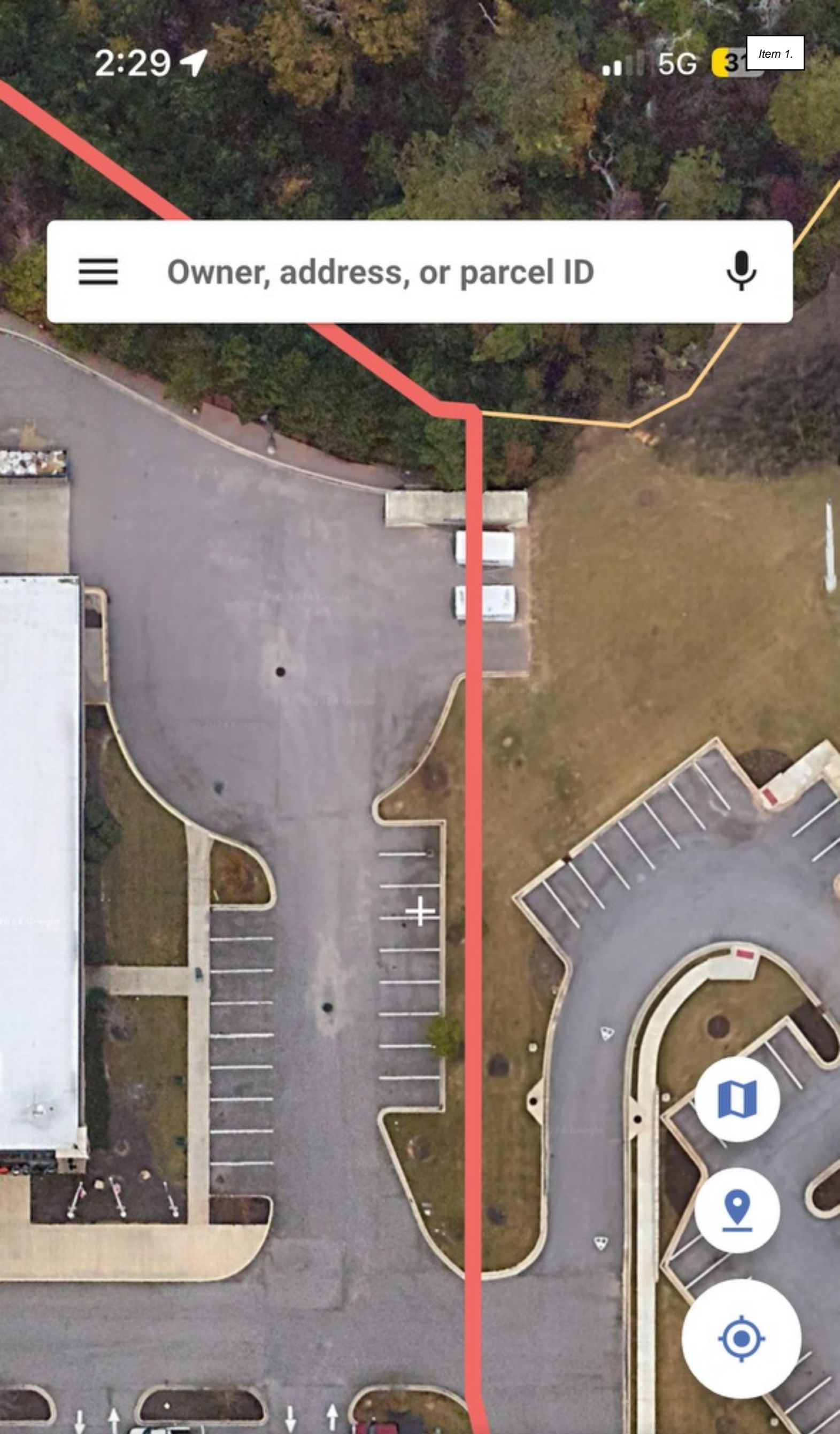
5G

31

Item 1.



Owner, address, or parcel ID



STORE MASTER FUNDING XIII LLC

Owner

833 Cabela

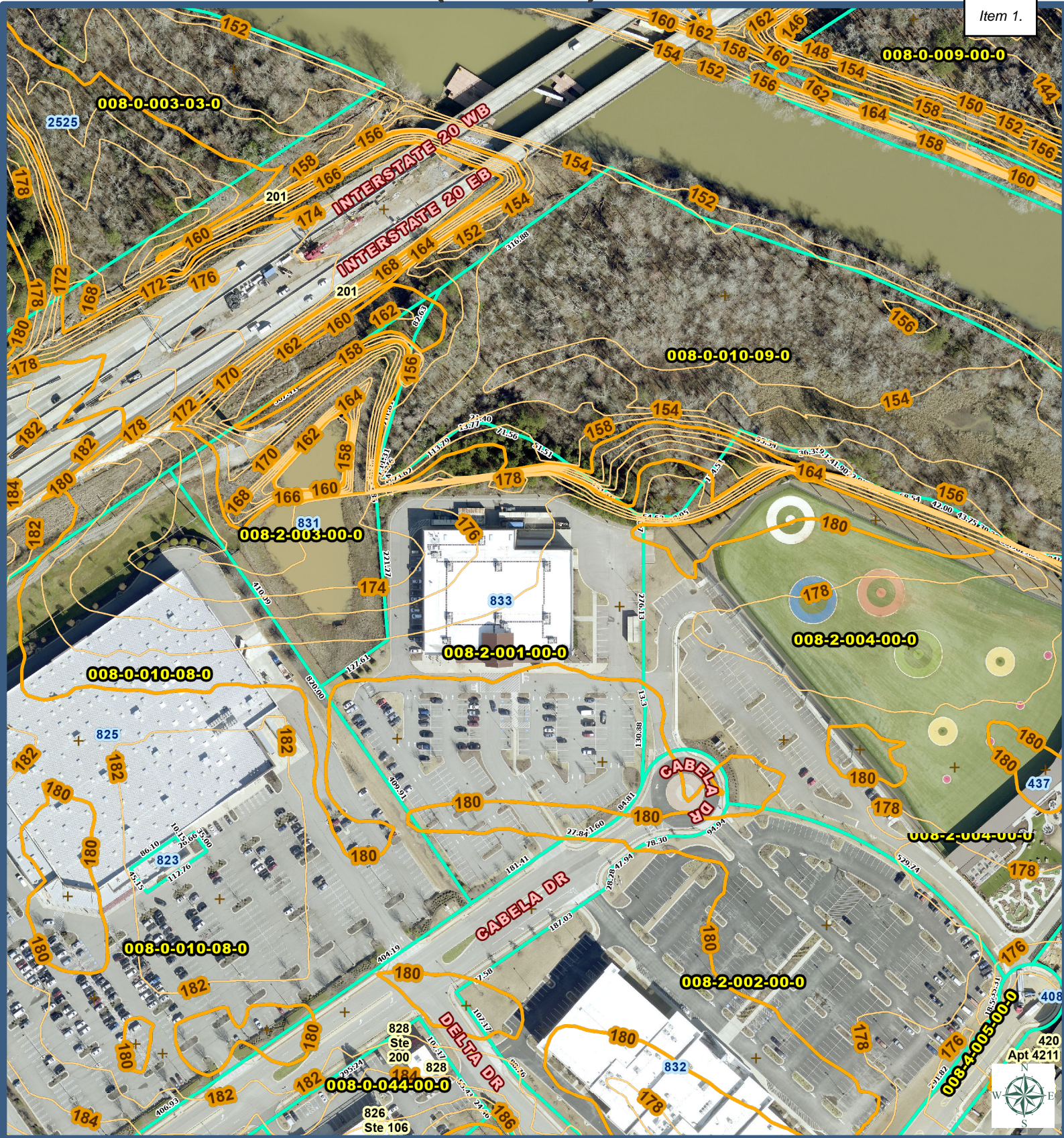
Address

008-2-001-00-0

Parcel ID

Letter (8.5x11) Portrait

Item 1.



Legend

Augusta, GA Disclaimer

Augusta
GEORGIA

IT Department - GIS Division
535 Telfair St Bldg 2000 | Augusta, GA 30901
www.augustaga.gov/gis | gis@augustaga.gov

Map Scale
1:2,400

Print Date
Apr 9, 2024

The data represented on this map has been compiled by the best methods available. Accuracy is contingent upon the source information as compiled by various agencies and departments both internal and external to the consolidated government of Augusta, GA. Augusta, GA and the companies contracted to develop these data assume no legal responsibilities for the information or accuracy used on this map. It is strictly for informational purposes and should not be used for any reason without the consent of the Augusta Corporation.



Committee Meeting

Meeting Date: April 30, 2024

**Intergovernmental Agreement (IGA) between Augusta, Georgia & Burke County, GA
Residential Waste Disposal at Augusta Deans Bridge Road MSW Landfill
File Reference: 24-014(A)**

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve and authorize Mayor to renew & execute intergovernmental agreement (IGA), at the discretion of the Augusta Law Department, between Augusta, Georgia and the Burke County, Georgia (County) to allow the County residential solid waste disposal at the Augusta Deans Bridge Road MSW Landfill at a waste disposal special unit rate. /AE
Background:	There is an existing agreement for the Burke County (County) residential waste disposal at the Augusta Deans Bridge Road MSW landfill at a special rate of \$23.50. Augusta, Georgia (Augusta) and Burke County (County) entered into an intergovernmental agreement (IGA) in 2018. The IGA was executed by the Augusta Mayor on October 12, 2018. Initial term of this IGA was five years. In 2023 Augusta Commission approved the waste disposal new rate structure and Burke County agreed to pay a higher unit fee per the new rate structure. Hence execution of new the IGA is warranted for continuity of the IGA term beyond five years and officially set the new rate for the County waste disposal.
Analysis:	Execution of the IGA provides continuity of the working partnership with the neighboring Burke County. It also sets new term and rate for the next five-year period ending June 30, 2028. Burke County agreed to pay \$6.60/ton unit rate increase; new unit rate is set at \$30.10/ton. Augusta Deans Bridge Road has received the County waste since 2018 and continuity of receiving this waste at the Deans Bridge Road MSW Landfill (landfill) will not create new environmental impact or regulatory compliance requirements at the landfill.
Financial Impact:	Action impact is positive since there is increase in unit rate.
Alternatives:	1. No alternate proposed
Recommendation:	Approve and authorize Mayor to renew & execute intergovernmental agreement (IGA), at the discretion of the Augusta Law Department, between Augusta, Georgia and the Burke County (County) to allow the County residential solid waste disposal at the Augusta Deans Bridge Road MSW Landfill at waste disposal special unit rate. /AE
Funds are available in the following accounts:	N/A

REVIEWED AND
APPROVED BY:

HM/SR

Item 2.

INTERGOVERNMENTAL AGREEMENT

BETWEEN

AUGUSTA, GEORGIA

AND

BURKE COUNTY, GEORGIA

1. Parties: This Intergovernmental Agreement (hereinafter referred to as "Agreement") is made and entered into by and between Augusta, a political subdivision of the State of Georgia, acting by and through the Augusta Environmental Services Department (hereinafter referred to as "Augusta"), and Burke County, Georgia, a political subdivision of the State of Georgia (hereinafter referred to as "Burke County").
2. Purpose: The purpose of this Agreement is to establish the terms and conditions under which Augusta shall permit Burke County to utilize the Augusta Landfill located at 4330 Deans Bridge Rd, Blythe, Georgia for the disposal of waste generated within the incorporated areas of Burke County.
3. Terms: This Agreement is effective upon the day and date last signed and executed by the duly authorized representatives of the Parties to this Agreement and shall remain in effect until June 30, 2028. This Agreement may be terminated, without cause, by either Party upon thirty (30) days written notice, which notice shall be delivered by hand or by mail to the address listed in Section 6 below.
4. Payment: The Parties agree that that Augusta shall allow Burke County to dispose of its waste in the Augusta Landfill at the non-profit rate of thirty dollars and ten cents (\$30.10) per ton. Augusta shall provide an invoice to Burke County on a monthly basis. Burke County shall remit payment to the Augusta Environmental Services Department for the invoiced amount within thirty (30) days of receipt of the invoice.
5. General Provisions
 - A. Amendments. Any Party may request changes to this Agreement. Any changes, modifications, revisions or amendments to this Agreement, which are mutually agreed upon by and between the Parties to this Agreement shall be incorporated by written instrument, and effective when executed and signed by all Parties to this Agreement.
 - B. Applicable Law. The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Georgia.
 - C. Authority Granted and Chain of Command. The Burke County Administrator and the Augusta, Georgia Administrator, acting through the Augusta Engineering & Environmental Services Department Director, are authorized to coordinate the planning, exercise, execution and operation of the terms of this Agreement. Unless otherwise provided by law, ordinance, resolution, or this Agreement, the above-mentioned individuals do not have the authority to commit funds of either governing body without proper approval thru their respective organizations.

- D. Entirety of Agreement. This Agreement consists of the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
 - E. Severability. Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in effect, and either Party may renegotiate the terms affected by the severance.
 - F. Sovereign Immunity. Augusta and Burke County, and their respective governing bodies do not waive any sovereign immunity by entering into this Agreement. Each entity fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.
 - G. Third Party Beneficiary Rights. The Parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights duties and obligations contained in this Agreement shall operate only between the Parties to this Agreement, and shall inure solely to the benefit of the Parties to this Agreement. The provisions of this Agreement are intended only to assist the Parties in determining and performing their obligations under this Agreement. The Parties to this Agreement intend and expressly agree that only Parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement; to seek any remedy arising out of a Party's performance or failure to perform any term or condition of this Agreement; or to bring an action for the breach of this Agreement.
6. Notices. Any notice require to be given by any Party pursuant to this Agreement, shall be in writing and shall be deemed to have been properly given, rendered, or made only if personally delivered or if sent by Federal Express or other comparable commercial overnight service or express mail (in each case for delivery on the next business day) addressed to each other Party at the addresses set forth below (or to such other address as any particular Party may designate for notices to it or each other Party from time to time by written notice), and shall be deemed to have been given, rendered, or made on the day so delivered or on the first business day after having been deposited with the courier service or the United States Postal Service:

If to Augusta: Augusta, Georgia
Office of the Mayor
535 Telfair Street, Suite 200
Augusta, Georgia 30901

With copy to: Augusta, Georgia
Office of the Administrator
535 Telfair Street, Suite 910
Augusta, Georgia 30901

Augusta Engineering & Environmental Services Department
4330 Deans Bridge Road
Blythe, Georgia 30805

If to Burke County: Burke County Board of Commissioners
P.O. Box 89
Waynesboro, GA 30830

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties to this Agreement through their duly authorized representatives have executed this Agreement on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement as set forth herein. The effective date of this Agreement is the date of the signature last affixed to this page.

AUGUSTA, GEORGIA

Garnett L. Johnson, Mayor

Date

Attest: _____
Lena J. Bonner, Clerk of Commission

BURKE COUNTY, GEORGIA

Terri Lodge Kelly
Terri Lodge Kelly, Chairman

2/13/24
Date

Attest: Merv Waldrop
Merv Waldrop, Clerk



WASTE TYPE	PRICE	UNIT OF MEASURE
WASTE AND RECYCLING FEES		
Municipal Solid Waste & Special Waste		
0 to 1,999 Ton Per Month	\$40.30	Per Ton
2,000 to 3,999 Ton Per Month	\$36.30	Per Ton
4,000 to 7,999 Ton Per Month	\$33.30	Per Ton
Greater than 8,000 Ton Per Month	\$30.30	Per Ton
Non-Profit MSW	\$30.10	Per Ton
Construction & Debris	\$32.70	Per Ton
Inert Waste	\$22.40	Per Ton
Asbestos	\$25.80	Cubic Yard
Tires 17 inches or smaller	\$3.00	Each Tire
Tires Larger than 17 inches	\$8.00	Each Tire
Tires by the Truck Load	\$180.00	Per Ton
Loads Weighting <u>Less Than 6,000 lbs.</u>	\$5.00	Occurrence
Recycling - Free	\$0.00	Per Ton
3 Household Bags or Less	No Charge	Occurrence



Committee Meeting

Meeting Date: April 30, 2024

**GDOT Local Road Assistance Administration Funds (LRA)
LMIG FY2024 Supplemental Local Maintenance and Improvement Grant (LMIG)-
File Reference: 24-014(A)**

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve and authorize Augusta Engineering (AEESD) 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) FY2024 Supplemental for Road Improvements & maintenance projects (Listed under Financial Impact Section). 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 \$250 million in LRA funds in the amended fiscal year 2024 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 road resurfacing efforts based on priority. Augusta is eligible to receive approximately \$3.1M under LRA allocation in state FY2024 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 this year's GDOT LMIG funds provided by GDOT earlier. Funds will be used for paving additional roads.
Financial Impact:	Augusta, GA /Augusta Engineering will receive around \$3,138,227.64 as GDOT FY24LMIG Supplemental. A local funding match NOT required. The following additional roads will be added to the 2024/2025 road resurfacing letting: i) Central Avenue, ii) Pine Ridge Drive (N & E), and iii) Forrest Road. Additional road resurfacing will be added if there is saving in contracted work for listed improvements or additional funding becomes available.
Alternatives:	1. Do not approve and lose FY2024 LRA Funds that are designated for Augusta, Georgia.
Recommendation:	Approve and authorize Augusta Engineering (AEESD) 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) FY2024 Supplemental for Road Improvements & maintenance projects (Listed under Financial Impact Section). Also authorize Augusta Mayor to sign GDOT E-Verify affidavit and LMIG Submittal Cover Letter as need arises. /AE

Funds are available in Match NOT required
the following accounts:

REVIEWED AND HM/SR
APPROVED BY:

May 7, 2024

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 2024 State Local Maintenance and Improvement
Grant (LMIG) Application-Supplemental
File Reference: 24-014(A)

Dear Mr. Wright:

Please find enclosed Augusta, GA Local Maintenance and Improvements Grant (LMIG)
Application-FY2024 Supplemental for receiving FY 2024 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

Attachment: LMIG Application FY2024 Supplemental-Local Government Affidavit

cc: Matthew Sammons, GDOT District 2 State Aid Coordinator
Takiyah Douse, Interim Administrator
Hameed Malik, Ph.D., PE, Director - Engineering
Lewis Avery, CPA, Assistant Director Finance and Administration, AED
Timothy E. Schroer, CPA, Assistant Director – Finance
File

**GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL MAINTENANCE & IMPROVEMENT
GRANT (LMIG) APPLICATION FOR FISCAL YEAR 2024 SUPPLEMENTAL
TYPE OR PRINT LEGIBLY. ALL SECTIONS MUST BE COMPLETED.**

LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION

I, Hameed Malik, PE (Name), the Engineering & Env. Services Director (Title), on behalf of Augusta, Georgia (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:

46923

E-Verify Number

____ (Signature)

Sworn to and subscribed before me,

Garnett L. Johnson (Print)

This ____ day of _____, 20 ____.

Mayor / Commission Chairperson

In the presence of:

____ (Date)

NOTARY PUBLIC

LOCAL GOVERNMENT SEAL:

My Commission Expires:

NOTARY PUBLIC SEAL:

LMIG FY2024 Supplemental PROJECT REPORT

COUNTY / CITY RICHMOND/AUGUSTA

ROAD NAME	BEGINNING	ENDING	LENGTH (Miles)	DESCRIPTION OF WORK	PROJECT COST	PROJECT LET DATE
Central Ave.	15 th Street	Highland Ave	Approx. 2.1	Roadway Resurfacing	\$2,956,511.75	September 2024
Pine Ridge Drive (N & E)	Broad Road	Dead End	Approx. 1.7	Roadway Resurfacing	\$1,069,299.69	September 2024
Forrest Road	Pine Ridge Dr N	Fairbluff Road	Approx. 1.2	Roadway Resurfacing	\$754,799.78	September 2024



Committee Meeting

Meeting Date: April 30, 2024

Funding Allocation Revision

**Highland Ave. Bridge Repair & Restoration over CSX Railroad and
Walton Way over Hawks Gully Bridge Maintenance Repairs-TIA Projects**
TIA Project Number: RC07-000118/PI#0011390 & RC07-001214/PI#0011416

Bid Item: 22-281A

File Reference: 24-014(T)

Department: Engineering & Environmental Services

Presenter: Dr. Hameed Malik, Director

Caption: Approve Revision to Funds Allocation of Construction Contract to Kiewit Infrastructure South Co. (Kiewit) in the amount of \$3,585,500.70 for Transportation Investment Act (TIA) Projects, Highland Ave. Bridge over CSX & Walton Way Bridge over Hawks Gully Maintenance Repairs Projects. Also authorize and approve reallocating TIA-Discretionary Recaptured \$768,191.70 from Highland Ave, Bridge over CSX to 13th Street Improvements Project. AE/RFP 22-281A.

Background: On March 29, 2023, Augusta Commission approved funding for The Highland Ave. Bridge Repair and Restoration over CSX Railroad and Walton Way over Hawks Gully Bridge Repair and Restoration projects and awarded the construction contact to Kiewit Infrastructure (Kiewit). Both projects are TIA Band 3 projects. The improvements consist of the structure cleaning, repair, restoring bridge structure, and increase structural integrity.

13th Street Improvements are also TIA Band 3 projects and under construction. Several unknown subsurface utilities conflicts were encountered during construction resulting in construction cost escalation. In addition, the bridge over Augusta Canal walls repairs warranted additional stabilization and added to the overall cost. Augusta Engineering requested GDOT funds assistance to cover TIA Band 3 selected projects cost escalation. Hence, GDOT provided an additional \$800,000 to supplement construction cost of Highland Ave Bridge over CSX project. It provided a mechanism to reallocate previously allocated TIA-Discretionary funds from this project to 13th Street Project to offset utilities conflicts and unforeseen work cost.

Analysis: Highland Ave. Bridge Repair and Restoration over CSX Railroad and Walton Way over Hawks Gully Bridge Repair and Restoration projects are 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 cover cost of unforeseen

conditions encountered during construction of improvements at the 13th Street Project.

Financial Impact:

Funds are available in Projects TIA funds (Highland Ave=\$2,051,049 & \$800,000, and Walton Way=\$664,304) and TIA-Discretionary (\$101,956).

Alternatives:

No alternate proposed

Recommendation:

Approve Revision to Funds Allocation of Construction Contract to Kiewit Infrastructure South Co. (Kiewit) in the amount of \$3,585,500.70 for Transportation Investment Act (TIA) Projects, Highland Ave. Bridge over CSX & Walton Way Bridge over Hawks Gully Maintenance Repairs Projects. Also authorize and approve reallocating TIA-Discretionary Recaptured \$768,191.70 from Highland Ave, Bridge over CSX to 13th Street Improvements Projects. AE/RFP 22-281A
371041110-54.14110 / T20040118-54.14110 - Project TIA Funds

Funds are available in the following accounts:

(\$2,715,353.00+\$800,000), and

236041110-54.14110 / T23045003-54.14110 TIA-Discretionary (\$101,956)

**REVIEWED AND
APPROVED BY:**

HM/SR



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

Item 4.

Dr. Hameed Malik, P.E., Director of Engineering
City of Augusta
452 Walker St, Suite 110
Augusta, Georgia 30901

SUBJECT: TIA Budget Additional Funds PI# 0011390, Highland Avenue over CSX Railroad

Dr. Malik:

The Department is in response to your letter requesting additional TIA funds due to inflation for the above referenced project. After review of the projects initial TIA budget and projected tax collections for TIA, the TIA Office has agreed to add additional funds to the TIA budget. This additional TIA funding will result in the following TIA budget revisions:

PI #	Project	Current TIA Budget	Additional TIA Funds	Revised TIA Budget
0011390	Highland Avenue over CSX Railroad	\$2,278,521	\$800,000	\$3,078,521

A Supplemental Agreement to revise the TIA funding will be submitted electronically for execution. Items reimbursed by TIA will be limited to items needed to complete the original project scope.

Should you have any questions, or need additional information, please contact Jeramy Durrence at 404-694-6545 or by email at jdurrence@dot.ga.gov.

Sincerely,

Jeramy Durrence for

Kenneth Franks,
State TIA Administrator

KKF:JPD

Cc: Dan Bodycomb, TIA Program Manager
Tony Collins, TIA Construction Manager
Bobby Adams, TIA Procurement Administrator
Project File

**Office of the Administrator**

Takiyah A. Douse
Interim Administrator

March 29, 2023

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 Wednesday, March 29, 2023, the Augusta, Georgia Commission, acted on the following items:

15. 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 \$384,415.00 for Greene Street Improvements Project. MEG assigned to Greene Street construction. RFP 19-179 / Requested by Engineering.
16. Approved award of Construction Contract to Kiewit Infrastructure South Co. (Kiewit) in the amount of \$3,585,500.70 for Transportation Investment Act (TIA) Projects, Highland Ave. Bridge over CSX & Walton Way Bridge over Hawks Gully Maintenance Repairs Projects, subject to receipt of signed contracts and proper bonds. ITB 22-281A / requested by Engineering.
19. Approved \$1,800,000 for continue the funding for the current On-Call Augusta Infrastructure Routine Maintenance- Storm Drainage, Sidewalks, Street Lighting and Concrete Work Contract to Blair Construction Inc., Beams Contracting Inc., Larry McCord, LLC, Horizon Construction & Associates, and J & B Construction and Services Inc. requested by Engineering. RFP 21-155
20. Approved Supplement funding to Goodwyne, Mills & Cawood (GMC) for SA 1 in the amount of \$65,721.00 and SA2 in the amount of \$78,666.00 for a total of \$144,387.00 for the 13th Street & Telfair Street Improvements TIA Projects Construction Phase Services (CEI). Requested by Engineering / RFP 18-266

If you have any questions, please contact me.

In Service,

A handwritten signature in blue ink that reads "T. Douse".

Takiyah A. Douse
Interim Administrator

TAD/nd



Commission Meeting

March 29, 2023

Highland Ave. Bridge Repair & Restoration over CSX Railroad and
Walton Way over Hawks Gully Bridge Maintenance Repairs-TIA Projects
TIA Project Number: RC07-000118/PI#0011390 & RC07-001214/PI#0011416

Bid Item: 22-281A

File Reference: 23-014(T)

Department:	Engineering & Environmental Services
Presenter:	Hameed Malik, Director
Caption:	Approve award of Construction Contract to Kiewit Infrastructure South Co. (Kiewit) in the amount of \$3,585,500.70 for Transportation Investment Act (TIA) Projects, Highland Ave. Bridge over CSX & Walton Way Bridge over Hawks Gully Maintenance Repairs Projects, subject to receipt of signed contracts and proper bonds. ITB 22-281A / requested by Engineering
Background:	The Highland Ave. Bridge Repair and Restoration over CSX Railroad and Walton Way over Hawks Gully Bridge Repair and Restoration projects are from the "Approved Investment List" of TIA that was approved by voters of the CSRA in July 31, 2012 referendum. Both projects are Band 3 projects. The improvements consist of repair, restoring bridge structure, and increase structural integrity. The project will also address any spalls, severe cracking and cleaning the structure.
Analysis:	<p>Bids were received on December 15, 2022 and were evaluated based on criteria outlined in Bid document. Kiewit being the low responsible bidder. Following contractors submitted Bids.</p> <ol style="list-style-type: none"> 1. E R Snell Contractor, Inc. (\$4,839,319.19) 2. Kiewit Infrastructure South Co. (\$3,953,154.70)
Financial Impact:	Funds are available in Projects TIA funds (Highland Ave=\$2,051,049 & Walton Way=\$664,304) and TIA-Discretionary (\$870,147.70).
Alternatives:	No alternate proposed
Recommendation:	Approve award of Construction Contract to Kiewit Infrastructure South Co. (Kiewit) in the amount of \$3,585,500.70 for Transportation Investment Act (TIA) Projects, Highland Ave. Bridge over CSX & Walton Way Bridge over Hawks Gully Maintenance Repairs Projects, subject to receipt of signed contracts and proper bonds. RFP 22-281A / requested by Engineering

Funds are available in (\$2,715,353.00) 371-041110-54.14110 – T20040118-54.14110 - Project
the following accounts: TIA Funds and

(\$870,147.70) 235-041110.54.14110 - TIA-Discretionary

REVIEWED AND
APPROVED BY:

HM/SR

Department	Engineering & E
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Project Name:	Highland Ave over CSX Brid
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Project Description:	<p>Entering into Construction Agreement with over CS</p>
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Start Date: 6/1/2023

Completion Date:	2024-2026
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Project Phase
- (Design or Construction)

Total Project Budget (all Sources)	3,078,521
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Funding

Source of Funds (SPLOST, TIA, LMIG, etc)

TIA Funds

Additional TIA funds due to inflation

TIA Discretionary

TIA Discretionary reallocation to 13th St

Total Funding

TIA

2,051,049

800,000

2,851,049

Expenditures

Description

Object Code

Roads (Highland Ave)

54.14110

2,051,049

Roads (Highland Ave)

54.14110

800,000

Roads (Highland Ave)

54.14110

—

TIA Discretionary reallocation to 13th St

—

—

—

—

—

—

1

9

TOTAL

2,851,049

Variance (shoud be -0-)

—

Environmental Services
Bridge Repair & Restoration - PI 11390
Contract with Kiewit Infrastructure South Co for Highland Ave X project (TIA)

TIA Discretionary	TOTAL
-	2,051,049
-	800,000
768,192	768,192
(768,192)	(768,192)
-	-
(0)	2,851,049

-	2,051,049
-	800,000
768,192	768,192
(768,192)	(768,192)
-	-
-	-
-	-
-	-
-	-
-	-
-	2,851,049
(0)	(0)



Committee Meeting

Meeting Date: April 30, 2024

5th Street Improvements Project
Design Services for Roadway Improvements
TIA Project Number: RC07-001213 / PI#0011415
CEI Services

RFP Item: 18-283

File Reference: 24-014(T)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve Supplement funding (SA1) to Cranston Engineering (Cranston) in the amount of \$24,835.00 for the 5 th Street Improvements Construction Phase Services (CEI). AE/RFP 18-283
Background:	The 5 th Street Improvements is a project from the “Approved Investment List” of TIA that was approved by voters of the CSRA in the July 31, 2012 referendum. The 5 th Street is a Band 3 project. The project improvements consist of improving roadway safety by resurfacing, reconstructing the existing curb and gutter, replacing sidewalks and improving the storm water system. The project will improve pedestrian safety at intersections with new high visibility crosswalks and organize the existing parallel parking. The project is in letting and construction and will commence soon. Construction Phase requires design related coordination with utilities, resolution of constructability conflicts, review of contractor construction documents submittals, and request for field information (CEI) that warrants design engineer services.
Analysis:	On April 2, 2019, Augusta Commission approved award of design phases of the project to Cranston. The project is now in construction phase. This supplemental agreement covers services during the construction phase for contractor request for field information, utility conflicts assessment & resolution, field engineering, and attending construction progress meetings.
Financial Impact:	Funds in the amount of \$24,835.00 are available in Project TIA funds.
Alternatives:	Do not approve and find alternative to perform CEI services.
Recommendation:	Approve Supplement funding (SA1) to Cranston Engineering (Cranston) in the amount of \$24,835.00 for the 5 th Street Improvements Construction Phase Services (CEI). AE/RFP 18-283.

Funds are available in (\$24,835) 371-041110-52.12115 – T15041213-52.12115 - Project TIA Funds
the following accounts:

REVIEWED AND HM/SR
APPROVED BY:



January 5, 2024

June Hamal
Construction Project Manager | Program Delivery Lead
Augusta Engineering Department
452 Walker St., Suite 110
Augusta, Georgia 30901

Re: 5th Street (PI 0011415)
Additional Services Bidding & Construction
Our File No. 2019-0083

Dear June:

In accordance with our previous conversations, we are providing this letter to outline the additional services requested and provided for the 5th Street Improvements bidding and VE design, public information open house (PIOH), and construction administration.

PROJECT DESCRIPTION

Cranston will assist the Augusta Engineering Department (AED) in both bidding and construction administration phases of the project. Bidding will include preparing documents and attending a pre-bid meeting, support during the bidding process, assisting with addenda, attending a value engineering (VE) meeting and preparing revised documents. Construction administration will include preparing and producing presentation boards and attending the PIOH, 7-day inspection, reviewing and answering RFI's and submittals, contractor and owner meetings, additional VE and redesign as required by contractor and owner request. Additional CA fees are anticipated since the project is not complete. These hours/fees are shown below the total and can be added herein or provided to AED in a separate proposal.

A summary of the tasks and hours is provided in an attached spreadsheet. Tasks that have previously been completed are marked "Complete".

FEE PROPOSAL:

We propose to complete the Engineering Services outlined above for an estimated Time and Expense fee of **\$24,835.00**. The services are broken down by task on the attached exhibit.

Payment for each of the items of work will be expected within thirty days following completion of the work in that item and the submittal of our invoice on a monthly basis.

June Hamal
January 5, 2024
Page 2

TIME OF COMPLETION:

We have already completed the Bidding and initial Construction phase services. We are prepared to continue Construction Administration services as requested during the remainder of the construction.

We appreciate the continued opportunity of working with the City of Augusta Engineering Department on this project. Should you have any questions or concerns, please do not hesitate to contact us at your convenience.

Sincerely,
CRANSTON LLC

A handwritten signature in blue ink, appearing to read "Mitchell Murchison".

Mitchell Murchison, PE, MBA

MBM/mbm

ACCEPTED:

CITY OF AUGUSTA ENGINEERING DEPARTMENT

BY: _____

TITLE: _____

DATE: _____

G:\Projects\2019\2019-0083_5TH STREET IMPROVEMENTS\AA-Proposal-Contract-Projectplan\2019-0083 5th Street Addl Services_2023-06-29.Docx

**ENGINEERING DEPARTMENT
SUPPLEMENTAL AGREEMENT**

Item 5.

Augusta Richmond County Project Number(s):	371-041110-T15041213
GDOT Number (s):	RC07-001213 PI 0011415
Supplemental Agreement Number:	1
Purchase Order Number:	19ENG751

WHEREAS, We, **Cranston Engineering Group** entered into a contract with Augusta-Richmond County on April 19, 2019 for engineering design services associated with the improvements to **5th Street Improvements project**. Project RC07-001213, PI 0011415.

WHEREAS, certain revisions to the design requested by Augusta-Richmond County are not covered by the scope of the original contract, we desire to submit the following Supplemental Agreement to-wit:

5th Street Additional Services Bidding & Construction administration

It is agreed that as a result of the above described modifications the contract amount is increased by **\$24,835.00** from **\$428,182.13** to a new total of **\$453,017.13**.

Any modifications to submittal dates shall be as identified in the attached proposal. This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

NOW, THEREFORE, We, **Cranston Engineering Group**, Consultant, hereby agree to said Supplemental Agreement consisting of the above mentioned item, and agree that this Supplemental Agreement is hereby made a part of the original contract to be performed under the specifications thereof, and that the original contract is in full force and effect, except insofar as it might be modified by this Supplemental Agreement.

RECOMMEND FOR APPROVAL:

CITY OF AUGUSTA-RICHMOND COUNTY
AUGUSTA, GEORGIA

Cranston Engineering Group

Honorable Garnett L. Johnson, Mayor

Approved Date: _____

ATTEST:

Title:

Approved: Date:

[ATTACHED CORPORATE SEAL]

ATTEST:

Title:



Engineering Services Committee

April 30, 2024

Presentation and discussion by Coastal Waste & Recycling of Georgia LLC

Department:	N/A
Presenter:	N/A
Caption:	Presentation and discussion by Coastal Waste & Recycling of Georgia LLC for RFP#23-112 Solid Waste & Recyclable Collection Services – Zone One. (Requested by Commissioner Brandon Garrett)
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

Lena Bonner

From: Brandon Garrett <brandon@azaleaoutdoor.com>
Sent: Friday, February 23, 2024 9:38 AM
To: Lena Bonner
Cc: Jay Howe
Subject: [EXTERNAL] March 5 Agenda Item

Please add-

Presenataion and discussion by Coastal Waste & Recycling of Georgia LLC. for RFP #23-112.Solid Waste & Recyclable Collection Servies-Zone One. Representatives from Coastal Waste will be present to provide information.

Thank you,

Brandon Garrett
Sales Manager
706.836.6317



AZALEA

"Make it simple. Make it memorable. Make it inviting to look at. Make it fun to read."

[**NOTICE:** This message originated outside of the City of Augusta's mail system -- **DO NOT CLICK** on links, open **attachments** or respond to **requests for information** unless you are sure the content is safe.]

From: Brandon Garrett <brandon@azaleaoutdoor.com>
Sent: Thursday, April 18, 2024 10:48 AM
To: Lena Bonner
Cc: Commissioner Alvin D. Mason
Subject: Re: [EXTERNAL] Engineering Committee

Please add to April 30 agenda

Have a great day!

Brandon Garrett

Sales Manager

Azaleaoutdoor.com
706.836.6317

From: Lena Bonner <lbonner@augustaga.gov>
Sent: Thursday, April 18, 2024 10:32:54 AM
To: Brandon Garrett <brandon@azaleaoutdoor.com>
Cc: Commissioner Alvin D. Mason <AMason@augustaga.gov>
Subject: RE: [EXTERNAL] Engineering Committee

Mayor Pro Tem Garrett,

Because there are five (5) weeks/Masters Tournament, etc. this month the ESC meeting will be held on Tuesday, April 30, 2024 not next week..

Also, the ESC committee in its March 12th meeting committee chose not to address the Coastal Waste/addendum agenda request after hearing from the Procurement Department). Please see the attached minutes for further insight on this matter.

Regards.

*Lena J. Bonner
Clerk of Commission
Office of the Clerk of Commission
535 Telfair Street
Augusta, GA 30901
(706) 821-1820 - Office
(706) 821-1838 - Office Fax*

From: Brandon Garrett <brandon@azaleaoutdoor.com>
Sent: Thursday, April 18, 2024 9:59 AM
To: Lena Bonner <lbonner@augustaga.gov>



Engineering Services Committee Meeting

Meeting Date: 04/30/2024

RFQ #23-263: Task Order Program (2023) for Water & Sewer Infrastructure for the Utilities Department

Department:	Utilities Department
Presenter:	Wes Byne, Director
Caption:	Motion to Approve RFQ #23-263: Task Order Program (2023) for Utilities Department in the amount of \$4,000,000.00 for execution by Beam's Construction, Inc.; Blair Construction, Inc.; Garnto Southern Construction, Inc.; Gearig Civilworks, LLC; BD Garner Sitework; CBH Excavation; Quality Plus Services and Shockley Plumbing as qualified and selected contractors. The term of the contract is for one (1) year with the option to extend for 4 additional one year terms.
Background:	The intent of this solicitation is to establish a pool of qualified contractors from which Augusta Utilities will solicit expedited bids for work throughout Augusta and Fort Eisenhower. The types of work anticipated for the Task Order Program are emergency repairs or smaller construction projects that require resources beyond those of the Department. Larger projects would still be bid in the normal fashion. The purpose of the Task Order Program is to solicit competitive bids from the pool as projects arise.
Analysis:	The intent of this solicitation is to establish a pool of qualified contractors from which Augusta Utilities will solicit expedited bids for work throughout Augusta and Fort Eisenhower. The types of work anticipated for the Task Order Program are emergency repairs or smaller construction projects that require resources beyond those of the Department. Larger projects would still be bid in the normal fashion. The purpose of the Task Order Program is to solicit competitive bids from the pool as projects arise.
Financial Impact:	The funds available for this program are \$4,000,000.00. These funds are available from account: 507043490-5425410 / 88886666-5425410
Alternatives:	Rejection of this RFQ Contractor Selection would delay the Utilities Department's ability to execute planned and emergency repairs of the water/sewer infrastructure system throughout Augusta-Richmond County.
Recommendation:	AUD recommend approve for RFQ #23-263: Task Order Program (2023) for Utilities Department in the amount of \$4,000,000.00
Funds are available in the following accounts:	Funds are available in the following account: 507043490-5425410 / 88886666-5425410
<u>REVIEWED AND APPROVED BY:</u>	N/A

STATE OF GEORGIA
RICHMOND COUNTY

MAJOR PROJECTS

TASK ORDER PROGRAM AGREEMENT
BETWEEN
AUGUSTA, GEORGIA
AND
CONTRACTOR

CONTRACTOR:

PROJECT: TASK ORDER PROGRAM

DATE EXECUTED:

DATE COMPLETED:

STATE OF GEORGIA
RICHMOND COUNTY

MAJOR PROJECTS

TASK ORDER PROGRAM AGREEMENT
BETWEEN
AUGUSTA, GEORGIA
AND
CONTRACTOR

This Agreement is made and entered into this ____ day of _____, 20__ by and between AUGUSTA, Georgia, a political subdivision of the State of Georgia, hereinafter called "AUGUSTA" and _____, a Corporation authorized to do business in Georgia, hereinafter called the "CONTRACTOR."

WHEREAS, AUGUSTA desires to engage qualified licensed contractors to furnish services for:

Task Order Program

WHEREAS, the CONTRACTOR has represented to AUGUSTA that it is qualified, licensed, ready and able to perform the Work in connection with this task order program, and AUGUSTA has relied upon such representation.

Furthermore, the CONTRACTOR shall perform and furnish all the materials, labor, equipment, and other things necessary for each Task Order at the locations identified in the Task Order, in accordance with the Contract Documents as defined by the General and Special Conditions hereto attached, which are hereby made a part of this agreement.

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

CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

TASK ORDER PROGRAM SERVICES

Augusta, Georgia

The Honorable Garnett L Johnson, Mayor

Commissioners:

Jordan Johnosn
Stacy Pulliam
Catherine Smith McKnight
Alvin Mason
Bobby Williams
Tony Lewis
Sean Frantom
Brandon Garrett
Francine Scott
Wayne Guilfoyle

Wes Byne
Director, Augusta Utilities Department

Augusta Utilities Department
452 Walker Street, Suite 200
Augusta, GA 30901

DATE

_____, 2024

CONTENTS

SECTIONTITLE

IB	Instructions to Bidders
NA	Notice of Award
NP	Notice to Proceed
CO	Change Order
BB	Bid Bonds
PB	Performance and Payment Bonds
A	Agreement
Attachment A	Scope of Services
Attachment B	Compensation
Attachment C	Listing of Key Personnel

GENERAL CONDITIONS

ARTICLE 1--DEFINITIONS

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

Addenda-Any changes, revisions or clarifications of the Contract Documents which have been duly issued by AUGUSTA to prospective Bidders prior to the time of opening of Bids.

Agreement-The written agreement between AUGUSTA and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

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

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

Application for Payment-The form accepted by PROJECT MANAGER which is to be used by CONTRACTOR in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract Documents.

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

Bid-The offer or proposal of the bidder submitted on the prescribed form setting forth the price(s) for the Work to be performed.

Bonds-Bid, performance and payment bonds and other instruments of security furnished by CONTRACTOR and its Surety in accordance with the Contract Documents.

Change Order-- A document recommended by PROJECT MANAGER, which is signed by CONTRACTOR and AUGUSTA, and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.

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

Contract Documents- All documents which define the scope of the project, including but not limited to, this Agreement, task orders, specifications, advertisement for bids, instructions to bidders, the bid, the proposal, bonds, general conditions, special conditions, insurance and technical specifications.

Contract Price-The moneys payable by AUGUSTA to CONTRACTOR under the Contract Documents as stated in the Agreement and/or Task Orders

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

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

Day-Either a working day or calendar day as specified in the bid documents. If a calendar day shall fall on a legal holiday, that day will be omitted from the computation. Legal Holidays: New Year's Day, Martin Luther King Day, Memorial Day, 4th of July, Labor Day, Veterans Day, Thanksgiving Day and the following Friday, and Christmas Day.

Defective- An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty or deficient, does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to PROJECT MANAGER's recommendation of final payment, unless responsibility for the protection thereof has been assumed by AUGUSTA at Substantial Completion.

Drawings-The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by PROJECT MANAGER and are referred to in the Contract Documents.

Effective Date of the Agreement-The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed by the Mayor of Augusta, Georgia.

Field Order-A written order issued by PROJECT MANAGER that modifies Drawings and Specifications, but which does not involve a change in the Contract Price or the Contract Time.

Laws or Regulations-Laws, rules, regulations, ordinances, codes and/or orders.

Notice of Award-The written notice by AUGUSTA to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein, within the time specified, AUGUSTA will sign and deliver the Agreement.

Notice to Proceed-A written notice given by PROJECT MANAGER to CONTRACTOR fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR'S obligations under the Contract Documents and/or the Task Orders.

PROJECT MANAGER-The professional in charge serving Augusta with architectural or engineering and inspection services, their successor, or any other person or persons, employed by Augusta, for the purpose of directing or having in charge the work embraced in this Contract.

Specifications-Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

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

Substantial Completion-The Work (or a specified part thereof) has progressed to the point where, in the opinion of PROJECT MANAGER as evidenced by PROJECT MANAGER's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be used for the purposes for which it is intended, or if there be no such certificate issued, when final payment is due. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.

Supplemental Agreement - means a written order to CONTRACTOR signed by AUGUSTA and accepted by CONTRACTOR, 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 CONTRACTOR. Task Orders shall be incorporated by reference as part of the Supplemental Conditions of this Agreement.

Work - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, and furnishing documents all as required by the Contract Documents. Work includes services as may be more specifically defined in the Task Orders, assigned to or undertaken by CONTRACTOR under this Agreement.

Work Change Directive-A written directive to CONTRACTOR, issued on or after the Effective Date of the Agreement and signed by AUGUSTA and recommended by PROJECT MANAGER, ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed. A Work Change Directive may not change the Contract Price or the Contract Time but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Time as provided in within this Agreement.

Written Amendment-A written amendment of the Contract Documents, signed by AUGUSTA and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the non-engineering or non-technical rather than strictly Work-related aspects of the Contract Documents.

ARTICLE 2 – PRELIMINARY MATTERS

CONTRACTOR, as a licensed Contractor, has entered in this Agreement with AUGUSTA to provide services, consisting of, but not limited to the installation, maintenance and/or repair of potable water and sanitary sewer lines, including all appurtenances, and services as may be more specifically defined in the various task orders, for the Task Order Program Project in accordance with the requirements as outlined in and attached as Attachment A – Scope of Services and other relevant data defining the Project.

Copies of Documents:

2.1. After the award of the Contract and/or assignment to work Emergency projects, AUGUSTA may furnish CONTRACTOR, upon request, at no cost, one (1) complete set of the Contract Documents for execution of the work. Additional sets of the project manual and drawings and/or individual pages or sheets of the project manual or drawings will be furnished by AUGUSTA upon CONTRACTOR's request and at CONTRACTOR's expense, which will be AUGUSTA's standard charges for printing and reproduction.

Contract Time, Notice to Proceed:

2.2. The Contract Time shall commence at selection by AUGUSTA of CONTRACTOR as Task Order Program Contractors and execution of this Agreement.

Starting the Project:

2.3. CONTRACTOR shall begin the Work on the date the Contract Time commences, as designated per the Notice to Proceed and/or assignment to work Emergency projects. No Work shall be done prior to the date on which the Contract Time commences. Any Work performed by CONTRACTOR prior to date on which Contract Time commences shall be at the sole risk of CONTRACTOR.

Before Starting Construction:

2.4. Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to PROJECT MANAGER any conflict, error, ambiguity, or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from PROJECT MANAGER before proceeding with any Work affected thereby. CONTRACTOR shall be liable to AUGUSTA for failure to report any conflict, error, ambiguity or discrepancy in the Contract Documents, if CONTRACTOR knew or reasonably should have known thereof.

2.5. Within ten days after the Notice to Proceed and/or assignment to work Emergency projects (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to PROJECT MANAGER and AUGUSTA for review:

2.5.1. An estimated progress schedule indicating the starting and completion dates of the various stages of the Work, if requested by PROJECT MANAGER:

2.5.2. A preliminary schedule of Shop Drawing and Sample submissions, and

2.5.3. A preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work which will be confirmed in writing by CONTRACTOR at the time of submission

Pre-construction Conference:

2.6. Before any Work at the site is started, a conference may be held and attended by CONTRACTOR, AUGUSTA, PROJECT MANAGER and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in 2.5 as well as procedures for handling Shop Drawings and other submittals, processing applications for payment and maintaining required records.

DRAFT

ARTICLE 3 – CONTRACT DOCUMENTS; INTENT, AMENDING, REUSE

3.1 List of Documents

The Agreement, the Attachments, the General Conditions, the Special Conditions, the Procurement RFQ/Bid package documents, any Supplemental Written 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
4. Procurement RFQ/Bid package documents

3.2 Intent:

1. The Contract Documents comprise the entire agreement between AUGUSTA and CONTRACTOR concerning the Work. The Contract Documents are complementary: what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the State of Georgia.

2. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be supplied whether or not specifically called for. When words or phrases which have a well-known technical or construction industry or trade meaning are used to describe Work, materials or equipment, such words shall be interpreted in accordance with that meaning.

3. Except as otherwise specifically stated in the Contract Documents or as may be provided by amendment or supplement thereto issued by one of the methods indicated in 3.6 or 3.7, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity or discrepancy between the provisions of the Contract Documents and the provisions of any such standard, specification, manual, code or instruction (whether or not specifically incorporated by reference in the Contract Documents) and the provisions of any such Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation). Clarifications and interpretations of the Contract Documents shall be issued by PROJECT MANAGER as provided for within this Agreement.

4. Reference to standards, specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, specification, manual, code or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

5. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity or discrepancy within the Contract Documents or between the Contract Documents and any provision of any such Law or Regulation applicable to the performance of the Work or of any such standard, specification, manual or code or of any instruction of any Supplier referred to within this Agreement, CONTRACTOR shall so report to PROJECT MANAGER in writing at once and before proceeding with the Work affected thereby and shall obtain a written interpretation or clarification from PROJECT MANAGER; however, CONTRACTOR shall not be liable to AUGUSTA or PROJECT MANAGER for failure to report any conflict, error, ambiguity or discrepancy in the Contract Documents unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

3.3 Amending and Supplementing Contract Documents:

1.) The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

1. a formal Written Amendment,
2. a Change Order, or
3. a Work Change Directive.

2.) As indicated within this Agreement, Contract Price and Contract Time may only be changed by a Change Order or a Written Amendment.

3.) In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized in one or more of the following ways:

1. a Field Order.
2. PROJECT MANAGER's approval of a Shop Drawing or sample, or
3. PROJECT MANAGER's written interpretation or clarification.

3.4 Reuse of documents:

1.) Neither CONTRACTOR nor any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with AUGUSTA shall have or acquire any title to or Ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of PROJECT MANAGER or PROJECT MANAGER's consultant; and they shall not reuse such Drawings, Specifications or other documents (or copies of any thereof) on extensions of the Project or any other project without written consent of AUGUSTA and PROJECT MANAGER and specific written verification or adaptation by PROJECT MANAGER.

3.5 BINDINGS

It is further agreed that AUGUSTA and CONTRACTOR 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 AUGUSTA nor the CONTRACTOR shall assign, sublet or transfer its or their interest in this Agreement without prior written consent of the other party hereto.

ARTICLE 4—PROPERTY INFORMATION AND PHYSICAL CONDITIONS

4.1 *Physical Conditions:*

4.1.1. *Explorations and Reports:* Reference is made to the Supplementary Conditions for identification of those reports of explorations and tests of subsurface conditions at or contiguous to the site that have been utilized in preparing the Contract Documents and those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) that have been utilized in preparing the Contract Documents.

4.1.2. CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any claim against AUGUSTA, PROJECT MANAGER, or any of PROJECT MANAGER's Consultants with respect to:

4.1.2.1. the completeness of such reports and drawings for CONTRACTOR's purposes, including but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto, or

4.1.2.2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings, or

4.1.2.3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such data, interpretations, opinions or information.

4.1.3. If conditions are encountered, excluding existing utilities, at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then CONTRACTOR shall give AUGUSTA notice thereof promptly before conditions are disturbed and in no event later than 48 hours after first observance of the conditions.

4.1.4. The AUGUSTA and PROJECT MANAGER shall promptly investigate such conditions, and, if they differ materially and cause an increase or decrease in CONTRACTOR's cost of, or time required for, performance of any part of the Work, the AUGUSTA and PROJECT MANAGER shall recommend an equitable adjustment in the Contract Price or Contract Time, or both. If the AUGUSTA and PROJECT MANAGER determine that the conditions at the Site are not materially different from those indicated in the Contract Documents or are not materially different from those ordinarily found and that no change in the terms of the Contract is justified, the PROJECT

MANAGER shall notify CONTRACTOR of the determination in writing. The Work shall be performed after direction is provided by the PROJECT MANAGER.

4.2 Documentation evidencing Property Condition before and after work:

4.2.1. *Requirements for Pictures and/or other documentation regarding the pre-work and post-work condition of property:* Proper documentation, including date video and/or photographs, shall be maintained by the CONTRACTOR properly showing the preconstruction and post-construction condition of property in accordance with generally accepted industry standards. CONTRACTOR should address any questions related to proper documentation in writing to the PROJECT MANAGER within a reasonable amount of time of commencing work.

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ARTICLE 5 – BONDS AND INSURANCE

5.1 Performance and Other Bonds:

5.1.1 CONTRACTOR may be required to furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as Security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as otherwise provided by Law or Regulation or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the forms prescribed by Law or Regulation or by the Contract Documents and be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds, and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

5.2 Licensed Sureties and Insurers; Certificates of Insurance

5.2.1 All bonds and insurance required by the Contract Documents to be purchased and maintained by CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the State of Georgia to issue bonds or insurance policies for the limits and coverages so required. All bonds signed by an agent must be accompanied by a certified copy of authority to act. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.2.2. CONTRACTOR shall deliver to AUGUSTA, with copies to each additional insured identified in 5.3, an original or a certified copy of the complete insurance policy for each policy required, certificates of insurance (and other evidence of insurance requested by AUGUSTA or any other additional insured) which CONTRACTOR is required to purchase and maintain in accordance with 5.3.

5.2.3. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of as provided for within this Agreement, CONTRACTOR shall within five days thereafter substitute another Bond and Surety, both of which must be acceptable to AUGUSTA.

5.3 CONTRACTOR's Liability Insurance:

5.3.1 CONTRACTOR shall purchase and maintain such comprehensive general liability and other insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance and furnishing of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed or furnished by CONTRACTOR, by any Subcontractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable:

5.3.1. Claims under workers' or workmen's compensation, disability benefits and other similar employee benefit acts;

5.3.2. Claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

5.3.3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;

5.3.4. Claims for damages insured by personal injury liability coverage which are sustained (a) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (b) by any other person for any other reason;

5.3.5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom;

5.3.6. Claims arising out of operation of Laws or Regulations for damages because of bodily injury or death of any person or for damage to property; and

5.3.7. Claims for damages because of bodily injury or death of any person or property damage arising out of the OWNERSHIP, maintenance or use of any motor vehicle.

The insurance required by this paragraph 5.3 shall include the specific coverage's and be written for not less than the limits of liability and coverage's provided in the Supplementary Conditions, or required by law, whichever is greater. The comprehensive general liability insurance shall include completed operations insurance. All of the policies of insurance so required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to AUGUSTA, and PROJECT MANAGER by certified mail. All such insurance shall remain in effect until final payment and at all times thereafter when CONTRACTOR may be correcting, removing or replacing defective Work. In addition, CONTRACTOR shall maintain such completed operations insurance for at least two years after final payment and furnish AUGUSTA with evidence of continuation of such insurance at final payment and one year thereafter.

5.4 Contractual Liability Insurance:

5.4.1 The comprehensive general liability insurance required by paragraph 5.3 will include contractual liability insurance applicable to CONTRACTOR's obligations.

5.5 Indemnification

5.5.1. CONTRACTOR shall indemnify and hold harmless AUGUSTA, PROJECT MANAGER, 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 performance of its Work, provided that any such liability, claim, suit, demand, damage, loss, or

expense (a) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom and (b) is caused in whole or in part by an act or omission of CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, whether or not it is caused in whole or in part by the negligence or other fault of a party indemnified hereunder.

5.5.2. In any and all claims against AUGUSTA or any of its agents or employees by any employee of CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any SUBCONTRACTOR under workmen's compensation acts, disability benefit acts, or other employee benefit acts.

5.5.3. CONTRACTOR shall indemnify and hold harmless AUGUSTA and anyone directly or indirectly employed by it from and against all claims, suits, demands, damages, losses expenses (including attorneys' fees) arising out of any infringement on patent or copyrights held by others and shall defend all such claims in connection with any alleged infringement of such rights.

5.6 CONTRACTOR'S LIABILITY INSURANCE:

Insurance shall be written with limits of liability shown below or as required by law, whichever is greater:

Commercial General Liability (per occurrence) Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Products	\$ 2,000,000
Personal & Adv Injury	\$ 1,000,000
Fire Damage	\$ 500,000
Automobile Liability (any auto) Combined Single Limit	\$ 1,000,000
Excess Liability (any auto) Each Occurrence	\$ 5,000,000
Workers Compensation	Statutory Limits
Employer Liability	\$1,000,000

ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES

6.1. CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of Work. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

1. PROFESSIONAL STANDARDS

The standard of care for all services performed or furnished by CONTRACTOR under this Agreement will be the level of care and that is ordinarily used by members of CONTRACTOR’S profession practicing under similar conditions, and in accordance with the latest version of the Codes and/or any additional generally accepted industry standards.

6.2. CONTRACTOR shall keep on the Work, at all times during its progress, a competent resident superintendent, who shall not be replaced without written notice to AUGUSTA and PROJECT MANAGER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications to the superintendent shall be as binding as if given to CONTRACTOR.

Labor, Materials and Equipment:

6.3. CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours, and CONTRACTOR will not permit evening work or the performance of Work on Saturday, Sunday or any legal holiday without Property owner's written consent given after prior written notice to PROJECT MANAGER, except as may otherwise be provided in Project Task Order as approved by the PROJECT MANAGER.

6.4. Unless otherwise specified in the General Requirements, CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals whether temporary or permanent necessary for the execution, testing, initial operation, and completion of the Work as required by the Contract Documents.

6.5. All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by PROJECT MANAGER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents; but no provision of any such instructions will be

effective to assign to PROJECT MANAGER, or any of PROJECT MANAGER's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions as provided for within this Agreement.

Adjusting Progress Schedule:

6.6 CONTRACTOR shall submit to PROJECT MANAGER for acceptance to the extent indicated in this Agreement adjustments in the progress schedule to reflect the impact thereon of new developments; these will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

Substitutes or "Or-Equal" Items:

6.7.1. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other Suppliers may be accepted by PROJECT MANAGER if sufficient information is submitted by CONTRACTOR to allow PROJECT MANAGER to determine that the material or equipment proposed is equivalent or equal to that named. The procedure for review by PROJECT MANAGER will include the following as supplemented in the General Requirements. Requests for review of substitute items of material and equipment will not be accepted by PROJECT MANAGER from anyone other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall make written application to PROJECT MANAGER for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will state that the evaluation and acceptance of the proposed substitute will not prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with AUGUSTA for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other CONTRACTORS affected by the resulting change, all of which shall be considered by PROJECT MANAGER. In evaluating the proposed substitute, PROJECT MANAGER may require CONTRACTOR to furnish, at CONTRACTOR's expense, additional data about the proposed substitute.

6.7.2. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to PROJECT MANAGER, if CONTRACTOR submits sufficient information to allow PROJECT MANAGER to determine that the substitute proposed is equivalent to that indicated or required by the Contract

Documents. The procedure for review by PROJECT MANAGER will be similar to that provided in this Agreement as applied by PROJECT MANAGER and as may be supplemented in the General Requirements.

6.7.3. PROJECT MANAGER will be allowed a reasonable time within which to evaluate each proposed substitute. PROJECT MANAGER will be the sole judge of acceptability and no substitute will be ordered, installed or utilized without PROJECT MANAGER's prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. AUGUSTA may require CONTRACTOR to furnish, at CONTRACTOR's expense, a special performance guarantee or other surety with respect to any substitute. PROJECT MANAGER will record time required by PROJECT MANAGER and PROJECT MANAGER's consultants in evaluating substitutions proposed by CONTRACTOR and in making changes in the Contract Documents occasioned thereby. Whether or not PROJECT MANAGER accepts a proposed substitute, CONTRACTOR shall reimburse AUGUSTA for the charges of PROJECT MANAGER and PROJECT MANAGER's consultants for evaluating each proposed substitute.

Concerning Subcontractors, Suppliers and Others:

6.8.1. CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization (including those acceptable to AUGUSTA and PROJECT MANAGER as indicated in paragraph 6.8.2) whether initially or as a substitute, against whom AUGUSTA or PROJECT MANAGER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

6.8.2. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers or other persons or organizations including those who are to furnish the principal items of materials and equipment to be submitted to AUGUSTA prior to the Effective Date of the Agreement for acceptance by AUGUSTA and PROJECT MANAGER and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, AUGUSTA's or PROJECT MANAGER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the Contract Documents) of any such Subcontractor, Supplier or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case CONTRACTOR shall submit an acceptable substitute, the Contract Price will be increased by the difference, and the cost occasioned by such substitution and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by AUGUSTA or PROJECT MANAGER of any such Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of AUGUSTA or PROJECT MANAGER to reject defective Work.

6.9. CONTRACTOR shall be fully responsible to AUGUSTA and PROJECT MANAGER for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between AUGUSTA or PROJECT MANAGER and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of AUGUSTA or PROJECT MANAGER to pay or to see

to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by Laws and Regulations.

6.10. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

6.11. All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of AUGUSTA and PROJECT MANAGER and contains waiver provisions as required as within this Agreement. CONTRACTOR shall pay each Subcontractor a just share of any insurance moneys received by CONTRACTOR on account of losses under policies issued as provided for within this Agreement.

Patent Fees and Royalties:

6.12. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. CONTRACTOR shall indemnify and hold harmless AUGUSTA and PROJECT MANAGER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses including attorneys' fees and court and arbitration costs arising out of any infringement on patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

Permits:

6.13. CONTRACTOR shall obtain and pay for all construction and encroachment permits, inclusive of required bonds; licenses; governmental charges and inspection fees; and all public utility charges which are applicable and necessary for the execution of the Work. All permit costs shall be included in the base bid. Permits, if any, that are provided and paid for by AUGUSTA are listed in the Supplementary Conditions. Any delays associated with the permitting process will be considered for time extensions only and no damages or additional compensation for delay will be allowed.

Laws and Regulations:

6.14.1. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither AUGUSTA nor PROJECT MANAGER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

6.14.2. If CONTRACTOR observes that any of the Contract Documents are contradictory to such laws, rules, and regulations, it will notify the Project Manager promptly in writing. Any

necessary changes shall then be adjusted by an appropriate Change Order. If CONTRACTOR performs any Work that it knows or should have known to be contrary to such laws, ordinances, rules, and regulations and without such notice to the Project Manager, it shall bear all related costs.

Taxes:

6.15. CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

Use of Premises:

6.16. CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements. CONTRACTOR shall not unreasonably encumber the premises with construction equipment or other materials or equipment. Any loss or damage to CONTRACTOR's or any Subcontractor's equipment is solely at the risk of CONTRACTOR. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the AUGUSTA or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against AUGUSTA or PROJECT MANAGER by any such AUGUSTA or occupant because of the performance of the Work, CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim by arbitration or at law. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold AUGUSTA harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of PROJECT MANAGERS, architects, attorneys and other PROJECT MANAGERS and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any such other party against AUGUSTA to the extent based on a claim arising out of CONTRACTOR's performance of the Work.

6.17. During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris or contaminants resulting from the Work. At the completion of the Work, CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by AUGUSTA. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

6.18. CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger them.

Record Documents:

6.19. CONTRACTOR shall keep at the site and in good order one record copy of the Contract Documents and all Drawings and Specifications. These documents shall be annotated on a continuing basis to show all changes in red made during the construction process. These shall be available to PROJECT MANAGER and shall be submitted with the Application for Final Payment.

Safety and Protection:

6.20. CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall assume all risk of loss for stored equipment or materials, irrespective of whether CONTRACTOR has transferred the title of the stored equipment or materials to AUGUSTA. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

6.20.1. all employees on the Work and other persons and organizations who may be affected thereby;

6.20.2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and

6.20.3. other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify Property owners of adjacent property and of Underground Facilities and utility property owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph 6.20.2 or 6.20.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of AUGUSTA or PROJECT MANAGER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR). CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and PROJECT MANAGER has issued a notice to AUGUSTA and CONTRACTOR (except as otherwise expressly provided in connection with Substantial Completion).

6.21. CONTRACTOR shall designate a responsible member of its organization whose duty shall be the prevention of accidents at the site. This person shall be CONTRACTOR's superintendent unless otherwise designated in writing by CONTRACTOR to the Project Manager.

Emergencies:

6.22. In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from PROJECT MANAGER or AUGUSTA, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give PROJECT MANAGER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If PROJECT MANAGER determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Work Change Directive or Change Order be issued to document the consequences of the changes or variations.

6.22.1. CONTRACTOR shall immediately notify PROJECT MANAGER of all events involving injuries to any person on the Site, whether or not such person was engaged in the construction of the Project, and shall file a written report on such person(s) and any other event resulting in property damage of any amount within five (5) days of the occurrence.

6.22.2. If PROJECT MANAGER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Change Order will be issued to document the consequences of such action.

Continuing the Work:

6.30. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with AUGUSTA. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as otherwise permitted within this Agreement or as CONTRACTOR and AUGUSTA may otherwise agree in writing.

Cleaning Up:

6.31. CONTRACTOR shall maintain the site free from accumulations of waste materials, rubbish, and other debris or contaminants resulting from the work on a daily basis or as required. At the completion of the work, CONTRACTOR shall remove all waste materials, rubbish, and debris from the site as well as all tools, construction equipment and machinery, and surplus materials and will leave the Site clean and ready for occupancy by AUGUSTA. All disposal shall be in accordance with applicable Laws and Regulations. In addition to any other rights available to AUGUSTA under the Contract Documents, CONTRACTOR's failure to maintain the site may result in withholding of any amounts due CONTRACTOR. CONTRACTOR will restore to original condition those portions of the site not designated for alteration by the Contract Documents.

Indemnification:

6.32. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless AUGUSTA, PROGRAM MANAGER and PROJECT MANAGER and their consultants, agents and employees from and against all claims, damages, losses and expenses,

direct, indirect or consequential (including but not limited to fees and charges of PROGRAM MANAGER, PROJECT MANAGERS, architects, attorneys and other PROJECT MANAGERS and court and arbitration costs) arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

6.33. In any and all claims against AUGUSTA, PROGRAM MANAGER or PROJECT MANAGER or any of their consultants, agents or employees by any employee of CONTRACTOR, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.32 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any such Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

6.34. The obligations of CONTRACTOR under paragraph 6.32 shall not extend to the liability of PROJECT MANAGER, PROJECT MANAGER's consultants, agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications.

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

ARTICLE 7– AUGUSTA'S RESPONSIBILITIES

7.1. Except as otherwise provided in this Agreement, AUGUSTA shall issue all communications to CONTRACTOR through the PROJECT MANAGER.

7.2. AUGUSTA shall furnish the data required of AUGUSTA under the Contract Documents promptly.

7.3. AUGUSTA shall make payments as provided for under the Contract Documents and the Task Orders.

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ARTICLE 8 – PROJECT MANAGER’S STATUS DURING WORK

8.1 Visits to Site:

PROJECT MANAGER will make visits to the site at intervals appropriate to the various stages of project to observe the premises and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. PROJECT MANAGER will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. PROJECT MANAGER's efforts will be directed toward providing for AUGUSTA a greater degree of confidence that the completed Work will conform to the Contract Documents. On the basis of such visits and on-site observations as an experienced and qualified design PROJECT MANAGER, PROJECT MANAGER will keep AUGUSTA informed of the progress of the Work and will endeavor to guard AUGUSTA against defects and deficiencies in the Work.

8.2 Clarifications and Interpretations:

PROJECT MANAGER shall issue such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as may be determined necessary, or as reasonably requested by CONTRACTOR, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If CONTRACTOR believes that a written clarification and interpretation entitles it to an increase in the Contract Price and/or Contract Time, CONTRACTOR may make a claim as provided for within this Agreement

8.3 Authorized Variations in Work:

PROJECT MANAGER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and will be binding on AUGUSTA and also on CONTRACTOR who shall perform the Work involved promptly. If CONTRACTOR believes that a Field Order justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefore as provided for within this Agreement.

8.4 Rejecting Defective Work:

PROJECT MANAGER will have authority to disapprove or reject Work which PROJECT MANAGER believes to be defective and will also have authority to require special inspection or testing of the Work as provided for within this Agreement whether or not the Work is fabricated, installed or completed.

8.5 Decisions on Disputes:

8.5.1 PROJECT MANAGER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and

other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims as provided for within this Agreement in respect of changes to the Contract Price or Contract Time will be referred initially to PROJECT MANAGER in writing with a request for a formal decision in accordance with this paragraph, which PROJECT MANAGER will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter will be delivered by the claimant to PROJECT MANAGER and the other party to the Agreement promptly (but in no event later than thirty days after the occurrence of the event giving rise thereto) and written supporting data will be submitted to PROJECT MANAGER and the other party within sixty days after such occurrence unless PROJECT MANAGER allows an additional period of time to ascertain more accurate data in support of the claim.

8.5.2 When functioning as interpreter and judge as provided for within this Agreement, PROJECT MANAGER will not show partiality to AUGUSTA or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by PROJECT MANAGER as provided for within this Agreement with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided for within this Agreement) will be a condition precedent to any exercise by AUGUSTA or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such claim, dispute or other matter.

8.6 Limitations on PROJECT MANAGER's Responsibilities:

8.6.1 Neither PROJECT MANAGER's authority to act under this Article or elsewhere in the Contract Documents nor any decision made in good faith to exercise such authority shall give rise to any duty or responsibility of PROJECT MANAGER to CONTRACTOR, any Subcontractor, any of their agents or employees.

8.6.2 PROJECT MANAGER shall not be responsible for the construction means, methods, techniques, sequences, or procedures or the safety precautions and programs used. PROJECT MANAGER shall not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

8.6.3 PROJECT MANAGER shall not be responsible for the acts or omissions of CONTRACTOR, any Subcontractors, any agents or employees, or any other persons performing any of the Work.

ARTICLE 9 – CHANGES IN THE WORK

1. Without invalidating the Contract, AUGUSTA may at any time or from time to time order additions, deletions, or revisions in the Work. The AUGUSTA shall provide CONTRACTOR with a proposal request, identifying the Work to be added, deleted or revised. Upon receipt, CONTRACTOR shall promptly submit a written proposal for the changed work prepared in accordance within this Agreement. If the proposal request calls only for the deletion of Work, the AUGUSTA may order the partial suspension of any Work related to the proposed deletion, in which case CONTRACTOR must cease performance as directed; CONTRACTOR shall not be entitled to claim lost profits on deleted work. All changed Work shall be executed under the applicable conditions of the Contract Documents.

2. Additional Work performed by CONTRACTOR without authorization of a Change Order will not entitle CONTRACTOR to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided as provided for within this Agreement. The effect of this paragraph shall remain paramount and shall prevail irrespective of any conflicting provisions contained in these Contract Documents.

3. Upon agreement as to changes in the Work to be performed, Work performed in an emergency as provided for within this Agreement, and any other claim of CONTRACTOR for a change in the Contract Time or the Contract Price, PROJECT MANAGER will prepare a written Change Order to be signed by PROJECT MANAGER and CONTRACTOR and submitted to AUGUSTA for approval.

4. In the absence of an agreement as provided for within this Agreement, AUGUSTA may, at its sole discretion, issue a Work Change Directive to CONTRACTOR. Pricing of the Work Change Directive will be in accordance within the terms of this Agreement. The Work Change Directive will specify a price, and if applicable a time extension, determined to be reasonable by AUGUSTA. If CONTRACTOR fails to sign such Work Change Directive, CONTRACTOR may submit a claim in accordance within the terms of this Agreement, but CONTRACTOR shall nevertheless be obligated to fully perform the work as directed by the Work Change Directive.

5. CONTRACTOR shall proceed diligently with performance of the Work as directed by AUGUSTA, regardless of pending claim actions, unless otherwise agreed to in writing.

6. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Time) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility, and the amount of each applicable Bond will be adjusted accordingly.

ARTICLE 10 – CHANGES IN THE CONTRACT PRICE

1. The Contract Price constitutes the total compensation (subject to written authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at CONTRACTOR's expense without change in the Contract Price.

2. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and to PROJECT MANAGER promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within sixty days after such occurrence (unless PROJECT MANAGER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Price shall be determined by PROJECT MANAGER

ARTICLE 11 – CHANGE OF CONTRACT TIME

1. The Contract Time may only be changed by a Change Order. Any request for an extension in the Contract Time shall be made in writing and delivered to PROJECT MANAGER and AUGUSTA within seven (7) calendar days of the occurrence first happening and resulting in the claim. Written supporting data will be submitted to PROJECT MANAGER and AUGUSTA within fifteen (15) calendar days after such occurrence unless the AUGUSTA allows additional time. All claims submitted by CONTRACTOR for adjustments to the Contract Time must set forth in detail the reasons for and causes of the delay and clearly indicate why the subject delay was beyond CONTRACTOR's control or fault.

2. If CONTRACTOR is delayed at any time in the performance, progress, commencement, or completion of the Work by any act or neglect of AUGUSTA or PROJECT MANAGER, or by an employee of either, or by any separate CONTRACTOR employed by AUGUSTA, or by changes ordered in the Work, or by labor disputes, fire, unavoidable casualties, utility conflicts which could not have been identified or foreseen by CONTRACTOR using reasonable diligence, or any causes beyond CONTRACTOR's control or fault, then the Contract Time shall be extended by Change Order for such reasonable time as AUGUSTA may determine. CONTRACTOR shall be entitled to an extension of time for such causes only for the number of days of delay which AUGUSTA may determine to be due solely to such causes and only to the extent such occurrences actually delay the completion of the Work and then only if CONTRACTOR shall have strictly complied with all the requirements of the Contract Documents. Provided, however, notwithstanding anything in the Contract Documents to the contrary, no interruption, interference, inefficiency, suspension or delay in the performance, progress, commencement or completion of the Work for any cause whatsoever, including those for which AUGUSTA or PROJECT MANAGER may be responsible in whole or in part, shall relieve CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from AUGUSTA. CONTRACTOR's sole and exclusive remedy against AUGUSTA for interruption, interference, inefficiency, suspension or delay of any aspect of the Work shall be the right to seek an extension to the Contract Time in accordance with the procedures set forth herein.

ARTICLE 12 – WARRANTY AND GUARANTEE; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

12.1 Warranty and Guarantee:

1. CONTRACTOR warrants and guarantees to AUGUSTA that all materials and equipment will be new unless otherwise specified and that all work will be of good quality, performed in a workmanlike manner, free from faults or defects, and in accordance with the requirements of the Contract Documents and any inspections, tests, or approvals referred to in this Article. All unsatisfactory Work, all faulty Work and all Work not conforming to the requirements of the Contract Documents or such inspections, tests, approvals, or all applicable building, construction and safety requirements shall be considered defective. Notice of all defects shall be given to CONTRACTOR by PROJECT MANAGER. All defective work, whether or not in place, may be rejected, corrected, or accepted as provided in this Article.

2. CONTRACTOR shall warrant and guarantee to AUGUSTA that all materials and equipment will be new unless otherwise specified and that all work will be of good quality, performed in a workmanlike manner, free from faults or defects, and in accordance with the requirements of the Contract Documents and any inspections, tests, or approvals referred to in this Article. All unsatisfactory Work, all faulty Work and all Work not conforming to the requirements of the Contract Documents or such inspections, tests, approvals, or all applicable building, construction and safety requirements shall be considered defective.

3. CONTRACTOR shall warrant and guarantee to AUGUSTA that all Work will be covered by a Warranty for a period of One (1) Calendar year, unless otherwise specified by requisite permit(s). Said Warranty runs directly from the CONTRACTOR to each individual property owner.

12.2 Access to Work:

1. For the duration of the Work, PROJECT MANAGER and its representatives, other designated representatives of AUGUSTA, and authorized representatives of any regulatory agency shall at all times be given access to the Work. CONTRACTOR shall provide proper facilities for such access and observation of the Work and also for any inspection or testing by others.

12.3 Uncovering Work:

1. If any Work required to be inspected, tested or approved is covered prior thereto without the prior written approval of PROJECT MANAGER, or if any Work is covered contrary to the request of PROJECT MANAGER, the Work shall, if requested by PROJECT MANAGER, be uncovered for observation, inspection, testing or approval and replaced at CONTRACTOR's expense.

2. If PROJECT MANAGER considers it necessary or advisable that covered Work be observed by PROJECT MANAGER or inspected or tested by others, CONTRACTOR, at PROJECT

MANAGER's request, shall uncover, expose or otherwise make available for observation, inspection or testing as PROJECT MANAGER may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall bear all direct and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including but not limited to fees and charges of PROJECT MANAGERS, architects, attorneys and other PROJECT MANAGERS), and AUGUSTA shall be entitled to an appropriate decrease in the Contract Price and, if the parties are unable to agree as to the amount thereof, AUGUSTA may make a claim therefor as provided for within this Agreement. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction, and, if the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefore as provided for within this Agreement

12.4 AUGUSTA May Stop the Work:

1. When Work is defective or when CONTRACTOR fails to supply sufficient skilled workmen or suitable materials or equipment or make prompt payments to Subcontractors for labor, materials, or equipment or if CONTRACTOR violates any provisions of these Contract Documents, AUGUSTA may order CONTRACTOR to stop the Work until the cause for such order has been eliminated. However, this right of AUGUSTA to stop the Work shall not give rise to any duty on the part of AUGUSTA to exercise this right for the benefit of CONTRACTOR or any other party. CONTRACTOR shall have no right to claim an increase in the Contract Price or Contract Time or other damages for a stop work order under this paragraph.

12.5 Correction or Removal of Defective Work:

1. When directed by PROJECT MANAGER, CONTRACTOR shall promptly, without cost to AUGUSTA and as specified by PROJECT MANAGER, either correct the defective Work whether fabricated, installed, or completed, or remove it from the site and replace it with non-defective Work. If CONTRACTOR does not correct such defective Work or remove and replace such defective Work within a reasonable time, as specified in a written notice from PROJECT MANAGER, AUGUSTA may have the deficiency corrected. All direct and indirect costs of such correction shall be paid by CONTRACTOR or deducted from payment to CONTRACTOR. CONTRACTOR will also bear the expense of correcting or removing and replacing all Work of others destroyed or damaged by the correction, removal, or replacement of the defective Work.

12.6 One Year Correction Period:

1. If, after approval of final payment and prior to the expiration of one year after the date of substantial completion or such longer period of time as may be prescribed by law; by the terms of any applicable special guarantee required by the Contract Documents; and/or as specified by requisite permit(s), any Work or materials are found to be defective, incomplete, or otherwise not in accordance with the Contract Documents, CONTRACTOR shall promptly, without cost to AUGUSTA and in accordance with AUGUSTA's written instructions, either correct such defective Work or if it has been rejected by AUGUSTA, remove it from the Site and replace it with

non-defective Work. If CONTRACTOR does not promptly comply with the terms of such instructions, AUGUSTA may have the defective Work corrected, removed, or replaced. All direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other PROJECT MANAGERS) will be paid by CONTRACTOR.

12.7 Neglected Work by CONTRACTOR

1. If CONTRACTOR neglects to execute the Work in accordance with the Contract Documents, including any requirements of the progress schedule, PROJECT MANAGER may direct CONTRACTOR to submit a recovery plan and take specific corrective actions including, but not limited to, employing additional workmen and/or equipment, and working extended hours and additional days, all at no cost to AUGUSTA in order to put the Work back on schedule. If CONTRACTOR fails to correct the deficiency or take appropriate corrective action, AUGUSTA may terminate the contract or CONTRACTOR's right to proceed with that portion of Work and have the Work done by others. The cost of completion under such procedure shall be charged against CONTRACTOR. A Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including an appropriate reduction in the Contract Price. If the payments due CONTRACTOR are not sufficient to cover such amount, CONTRACTOR shall pay the difference to AUGUSTA.

2. Should CONTRACTOR work overtime, weekends or holidays to regain the schedule, all costs to AUGUSTA of associated inspection, construction management and resident engineers shall be identified to CONTRACTOR and the Contract Price reduced by a like amount via Change Order.

ARTICLE 13 – SUSPENSION OF WORK AND TERMINATION

13.1 AUGUSTA May Suspend Work:

1. AUGUSTA may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and PROJECT MANAGER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if CONTRACTOR makes an approved claim therefore as provided for within this Agreement.

13.2 Termination For Cause:

1. Upon the occurrence of any one or more of the following events:

1.1. if CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if CONTRACTOR takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;

1.2. if a petition is filed against CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against CONTRACTOR under any other federal or state law in effect at the time relating to bankruptcy or insolvency;

1.3. if CONTRACTOR makes a general assignment for the benefit of creditors;

1.4. if a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under contract, whose appointment or authority to take charge of property of CONTRACTOR is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of CONTRACTOR's creditors;

1.5. if CONTRACTOR admits in writing an inability to pay its debts generally, as they become due;

1.6. if CONTRACTOR fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established within this Agreement as revised from time to time);

1.7. if CONTRACTOR disregards Laws or Regulations of any public body having jurisdiction;

1.8. if CONTRACTOR disregards the authority of PROJECT MANAGER; or

1.9. if CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents,

AUGUSTA may, after giving CONTRACTOR (and the surety, if there be one) seven days' written notice and to the extent permitted by Laws and Regulations, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which AUGUSTA has paid CONTRACTOR but which are stored elsewhere, and finish the Work as AUGUSTA may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct, indirect and consequential costs of completing the Work (including but not limited to fees and charges of PROJECT MANAGERS, architects, attorneys and other PROJECT MANAGERS and court and arbitration costs) such excess will be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR shall pay the difference to AUGUSTA. Such costs incurred by AUGUSTA will be approved as to reasonableness by PROJECT MANAGER and incorporated in a Change Order, but when exercising any rights or remedies under this paragraph, AUGUSTA shall not be required to obtain the lowest price for the Work performed.

2. In the event AUGUSTA terminates the contract for cause and it is subsequently judicially determined that there was no cause for termination, the termination for convenience provision will be the means for disposition of the balance of the contract obligations.

13.3 Termination for Convenience

Upon seven working days' written notice to CONTRACTOR and PROJECT MANAGER, AUGUSTA may, without cause and without prejudice to any other right or remedy of AUGUSTA, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. For completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. For expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. For all claims, costs, losses and damages incurred in settlement of terminated contracts with Subcontractors, suppliers and others; and

4. For reasonable expenses directly attributable to termination.

5. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

6. Where CONTRACTOR's services have been so terminated by AUGUSTA, the termination will not affect any rights or remedies of AUGUSTA against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by AUGUSTA will not release CONTRACTOR from liability.

13.4 CONTRACTOR May Stop Work or Terminate:

If through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety calendar days by AUGUSTA or under an order of court or other public authority, or PROJECT MANAGER fails to act on any Application for Payment within thirty days after it is submitted or AUGUSTA fails for thirty-one days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may upon seven working days' written notice to AUGUSTA and PROJECT MANAGER and provided AUGUSTA or PROJECT MANAGER did not remedy such suspension or failure within that time, terminate the Agreement and recover from AUGUSTA payment on the same terms as provided for within this Agreement. In lieu of terminating the Agreement and without prejudice to any other right or remedy, if PROJECT MANAGER has failed to act on an Application for Payment within thirty days after it is submitted or AUGUSTA has failed for thirty-one calendar days after it is submitted to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may upon seven days' written notice to AUGUSTA and PROJECT MANAGER stop the Work until receipt of payment of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph are not intended to preclude CONTRACTOR from making claim as provided for within this Agreement for an increase in Contract Price or Contract Time or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping Work as permitted by this paragraph. The provisions of this paragraph shall not relieve CONTRACTOR of the obligations as provided for within this Agreement to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with AUGUSTA.

13.5 SPECIFIED EXCUSES FOR DELAY OR NON-PERFORMANCE

CONTRACTOR 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.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

-PAYMENTS SHALL BE MADE IN ACCORDANCE WITH APPROVED PAY APPLICATION(S).

CONTRACTOR shall provide pricing and details of said work as requested by PROJECT MANAGER.

AUGUSTA shall compensate the CONTRACTOR for services, which have been authorized by AUGUSTA under the terms of this Agreement.

The CONTRACTOR may submit to AUGUSTA an application for payment, in a form acceptable to AUGUSTA and accompanied by all support documentation requested by AUGUSTA, for payment for the services, which were completed during the billing period. AUGUSTA shall review for approval said invoices. AUGUSTA 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 AUGUSTA, are unreasonably in excess of the actual work completed. AUGUSTA 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 CONTRACTOR to the point indicated by such invoice, or of receipt of acceptance by AUGUSTA of the service covered by such invoice. AUGUSTA shall pay any undisputed items contained in such invoices.

Partial payments will be considered, but shall be decided on a case by case basis depending on the scope, duration, and total amount of specific project.

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 CONTRACTOR 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 AUGUSTA authorizes the CONTRACTOR to proceed with the work authorized in a Task Order, it agrees to pay the CONTRACTOR for work completed, on the basis of Task Order Bid Schedule.

GEORGIA PROMPT PAY ACT:

This Agreement is intended by the Parties to, and does, supersede any and all provisions of the Georgia Prompt Pay Act, O.C.G.A. Section 13-11-1, et seq. In the event any provision of this Agreement is inconsistent with any provision of the Prompt Pay Act, the provision of this Agreement shall control.

Defective pricing

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

Interest

Notwithstanding any provision of the law to the contrary, the parties agree that no interest shall be due CONTRACTOR on any sum held as retainage pursuant to the Contract Documents and CONTRACTOR specifically waives any claim to same.

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ARTICLE 15 – DISPUTE RESOLUTION

1. All disputes arising under this Contract or its interpretation whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall within ten (10) working days of the commencement of the dispute be presented by CONTRACTOR to AUGUSTA for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. In the meantime, CONTRACTOR shall proceed with the Work as directed. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) working days of its commencement, the claim will be considered only for a period commencing ten (10) working days prior to the receipt by AUGUSTA of notice thereof. Each decision by AUGUSTA will be in writing and will be mailed to CONTRACTOR by registered or certified mail, return receipt requested, directed to his last known address.

2. All claims, disputes and other matters in question between AUGUSTA and CONTRACTOR arising out of, or relating to, the Contract Documents or the breach thereof shall be decided under Georgia Law in the Superior Court of Richmond County, Georgia. CONTRACTOR by execution of the Contract consents to jurisdiction and venue in the Superior Court of Richmond County, Georgia, and waives any right to contest same.

3. RESPONSIBILITY FOR CLAIMS AND LIABILITY

The CONTRACTOR shall be responsible for any and all damages to properties or persons caused by its employees, subcontractors, or agents, and shall hold harmless AUGUSTA, 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 CONTRACTOR, 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.

ARTICLE 15 – MISCELLANEOUS

15.1. Giving Notice:

Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

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

AUGUSTA:

ADMINISTRATOR
AUGUSTA, GEORGIA
535 Telfair Street
Suite 910
Augusta, GA 30911

CONTRACTOR:

Copy to:

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

15.2 Computation of Time:

1. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

2. A calendar day of twenty-four hours measured from midnight to the next midnight shall constitute a day.

15.3 PROFESSIONAL STANDARDS

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

15.4 PERSONNEL

The CONTRACTOR 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, AUGUSTA. All of the services required hereunder will be

performed by the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR's Key Personnel without the prior written approval of AUGUSTA or his designee.

15.5 RESPONSIBILITY FOR CLAIMS AND LIABILITY

1. The CONTRACTOR shall be responsible for any and all damages to properties or persons caused by its employees, subcontractors, or agents, and shall hold harmless AUGUSTA, 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 CONTRACTOR, 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.

2. Should AUGUSTA or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim should be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions as provided for within this Agreement shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

15.6. INDEPENDENT CONTRACTOR

The CONTRACTOR 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 CONTRACTOR or any of its agents or employees to be the agent, employee, or representative of AUGUSTA.

15.7 OPEN RECORDS

CONTRACTOR 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.). CONTRACTOR shall cooperate fully in responding to such request and making all records, not exempt, available for inspection and copying as provided by law.

15.7 RECORDS RETENTION

CONTRACTOR shall keep adequate records and supporting documentation applicable to this Work and Contract. Said records and documentation shall be retained by CONTRACTOR for a minimum of five (5) years from the date of final completion or termination of this Contract. AUGUSTA shall have the right to audit, inspect, and copy all such records and documentation as often as AUGUSTA deems necessary during the period of the Contract and for a period of five (5)

years thereafter provided, however, such activity shall be conducted only during normal business hours. AUGUSTA, during this period of time, shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of CONTRACTOR as concerns the aforesaid records and supporting documentation.

15.8 COVENANT AGAINST CONTINGENT FEES

The CONTRACTOR 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 CONTRACTOR for the purpose of securing business and that the CONTRACTOR has not received any non- AUGUSTA fee related to this Agreement without the prior written consent of AUGUSTA. For breach or violation of this warranty, AUGUSTA 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.

15.9 EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the CONTRACTOR agrees as follows: (1) the CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin; (2) the CONTRACTOR 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 CONTRACTOR 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.

15.10 DRUG FREE WORK PLACE

CONTRACTOR 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 AUGUSTA owned or leased property, vehicles, and project or client site. Any violation of the prohibitions may result in discipline and/or immediate discharge.

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

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

15.11 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

CONTRACTOR hereby promises to comply with all applicable "Anti-kickback" laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

15.12 AUDITS AND INSPECTORS

At any time during normal business hours and as often as AUGUSTA may deem necessary, the CONTRACTOR shall make available to AUGUSTA and/or audit representatives of AUGUSTA for examination all of its records with respect to all matters covered by this Agreement. It shall also permit AUGUSTA 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 CONTRACTOR 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 AUGUSTA or any reviewing agencies, and copies thereof shall be furnished upon request at cost plus 10%. The CONTRACTOR agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee, or transferee.

15.13 ASSIGNABILITY

The CONTRACTOR 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 AUGUSTA.

15.14 PROHIBITED INTERESTS

1. Conflict of Interest: The CONTRACTOR 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 CONTRACTOR further agrees that, in the performance of the Agreement, no person having such interest shall be employed.
2. Interest of Public Officials: No member, officer, or employee of AUGUSTA during his tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
3. Employment of AUGUSTA's Personnel: The CONTRACTOR shall not employ any person or persons in the employ of AUGUSTA for any work required by the terms of the Agreement, without the written permission of AUGUSTA except as may otherwise be provided for herein.

15.15 VERBAL AGREEMENT OR CONVERSATION

No verbal agreement or conversation with any officer, agent, or employee of AUGUSTA, 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

CONTRACTOR 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 within this Agreement

15.16 LOCAL SMALL BUSINESS:

In accordance with Chapter 10B of the AUGUSTA, GA. CODE, Contractors agree 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 upon request. The requirements of the Local Small Business Opportunity Program can be found at www.augustaga.gov. In accordance with AUGUSTA, GA. CODE, Contractors shall report to Augusta, Georgia the total dollars paid to each subcontractor, vendor, or other business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors, if any, as required by Augusta, Georgia. Such utilization reports 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. Required forms can be found at www.augustaga.gov. If you need assistance completing a form or filing information, please contact the Local Small Business Opportunity Program Office at (706)821-2406. 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.

15.17 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

EXTENT OF THE AGREEMENT

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

ACKNOWLEDGEMENTS

"Contractor 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, Contractor is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Contractor'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 Contractor may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Contractor agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the Contractor 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 Contractor. Contractor 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 (AUGUSTA)

CONTRACTOR:

BY: _____

PRINTED NAME: Garnett L. Johnson

AS ITS: MAYOR

BY: _____

PRINTED NAME _____

AS ITS: _____

ATTEST CLERK:

PRINTED NAME: Lena J. Bonner

AS ITS: Clerk of Commission

DATE: _____

ATTEST:

PRINTED NAME _____

AS ITS: _____

DATE: _____

Copy To:

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

ATTACHMENT A - SCOPE OF SERVICES

-TASK ORDER PROGRAM

PROJECT DESCRIPTION:

Projects shall consist of, but are not limited to the installation, maintenance and/or repair of potable water and sanitary sewer lines, including all appurtenances related thereto. Said projects may be further defined as:

I.) Emergency Projects:

Projects which require attention within two (2) hours of notification, examples include shut downs or water main breaks, etc.

Contractors will be contacted in a rotating basis to preform emergency work as needed. The selected contractors will be required to respond to the work request within a two (2) hour period.

When time permits, a bid schedule will be provided Contractor in advance of the work. In these instances, Contractor will be required to provide a completed bid schedule to the Augusta Utilities Department for approval prior to beginning work.

II.) Pre-planned Urgent Projects:

Projects will generally within the following categories: (i) general maintenance; (ii) routine repairs; and/or (iii) new construction.

Contractors will bid on any designated TASK ORDER PROGRAM project as proposed by the Augusta Utilities Department (AUD).

AUD shall provide all required plans, specifications, bid sheets, details, etc. and project management for each project.

AUD will then enter into a detailed contractual agreement with Contractor to provide the construction services necessary to complete specific projects as awarded under the TASK ORDER PROGRAM. Contractor will be required to complete each awarded project as defined in referenced project plans, specifications, and bid documents.

ATTACHMENT B - COMPENSATION

AUGUSTA shall compensate the CONTRACTOR for services, which have been authorized by AUGUSTA under the terms of this Agreement.

The CONTRACTOR may submit to AUGUSTA an application for payment, in a form acceptable to AUGUSTA and accompanied by all support documentation requested by AUGUSTA, for payment for the services, which were completed during the billing period. AUGUSTA shall review for approval said invoices. AUGUSTA 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 AUGUSTA, are unreasonably in excess of the actual phase of completion of each phase. AUGUSTA 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 CONTRACTOR to the point indicated by such invoice, or of receipt of acceptance by AUGUSTA of the service covered by such invoice. AUGUSTA shall pay any undisputed items contained in such invoices.

AUGUSTA shall make no payments for stored material.

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 CONTRACTOR 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 AUGUSTA authorizes the CONTRACTOR to proceed with the work authorized in a Task Order, it agrees to pay the CONTRACTOR for work completed, on the basis of the standard billing rates agreed upon and provided in Contract Documents including, but not limited to those principals and employees engaged directly on the work.

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

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

ATTACHMENT C - LISTING OF KEY PERSONNEL

CONTRACTOR 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 AUGUSTA. Those personnel committed for this work are as follows:

Name	Title/Position	Contact Information

Request for Qualifications

Request for Qualifications will be received at this office until **Tuesday, October 10, 2023 @ 11:00 a.m.** via ZOOM Meeting ID: **813 3492 4356**; Passcode: **670432** for furnishing:

RFQ Item #23-263 Task Order Program for Water & Sewer Infrastructure for Augusta, GA – Utilities Department

RFQs will be received by: The Augusta Commission hereinafter referred to as the OWNER at the offices of:

Geri A. Sams, Director
Augusta Procurement Department
535 Telfair Street - Room 605
Augusta, Georgia 30901

RFQ documents may be viewed on the Augusta Georgia web site under the Procurement Department ARcbid. RFQ documents may be obtained at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Room 605, Augusta, GA 30901 (706-821-2422).

A Pre-Qualification Conference will be held on Monday, September 25, 2023 @ 10:00 a.m. via Zoom Meeting ID: 840 4223 6597; Passcode: 833156.

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Tuesday, September 26, 2023 @ 5:00 P.M. No RFQ will be accepted by fax or email, all must be received by mail or hand delivered.

No RFQ may be withdrawn for a period of **90 days** after RFQ have been opened, pending the execution of contract with the successful bidder(s).

Request for qualifications (RFQ) and specifications. An RFQ shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions, applicable to the procurement. **All specific requirements contained in the request for qualification including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waivable or modifiable by the Procurement Director.** All requests to waive or modify any such material condition shall be submitted through the Procurement Director to the appropriate committee of the Augusta, Georgia Commission for approval by the Augusta, Georgia Commission. Please mark RFQ number on the outside of the envelope.

GEORGIA E-Verify and Public Contracts: The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over \$2,499 in value to enroll in E-Verify, **regardless of the number of employees.** They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for qualification issued by a city must include the contractor affidavit as part of the requirement for their bid to be considered.

Respondents are cautioned that acquisition of RFQ documents through any source other than the office of the Procurement Department is not advisable. Acquisition of RFQ documents from unauthorized sources places the proponent at the risk of receiving incomplete or inaccurate information upon which to base their qualifications.

Correspondence must be submitted via mail, fax or email as follows:

**Augusta Procurement Department
Attn: Geri A. Sams, Director of Procurement
535 Telfair Street, Room 605
Augusta, GA 30901
Fax: 706-821-2811 or Email: procbidandcontract@augustaga.gov**

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle August 31, 2023 and September 7, 14, 21, 2023
Metro Courier August 31, 2023


Revised: 3/22/21




RFQ Item #23-263 Task Order Program for Water & Sewer Infrastructure for Augusta, GA – Utilities Department
RFQ Due: Tuesday, October 10, 2023 @ 11:00 a.m

Total Number Specifications Mailed Out: 36
Total Number Specifications Download (Demandstar): 6
Total Electronic Notifications (Demandstar): 423
Georgia Procurement Registry: 1218
Total packages submitted: 8
Total Noncompliant: 1

VENDORS	Attachment "B"	Addendums 1	E-Verify #	Save Form	Original	7 Copies
BD Garner Sitework, LLC 6192 GA Hwy 23 South Waynesboro, GA 30830 (706) 871-5496	Yes	Yes	1671379	Yes	Yes	Yes
Beams Contracting, Inc. 15030 Atomic Rd Beech Island, SC 29842 (803) 827-0136	Yes	Yes	167300	Yes	Yes	Yes
Blair Constructions, Inc. 4308 Evans to Locks Rd Evans, Georgia, 30809 (706) 868-1950	Yes	Yes	224004	Yes	Yes	Yes
CBH Excavation 2383 Ridge Rd NW Norwood, GA 30821 (706) 739--4230	Yes	Yes	321326	Yes	Yes	Yes
Garnto Southern Construction 4811 Clark Dr Evans, GA 30809 (706) 814-5266	Yes	Yes	225651	Yes	Yes	Yes
GEARIG Civilworks, LLC 322 Grimaude Blvd Grovetown, GA 30813 (706) 860-5981	Yes	Yes	226337	Yes	Yes	Yes
Quality Plus Services, Inc. 1213 11th Avenue Fort Eisenhower, GA 30905 (706) 831-7191	Yes	Yes	546959	Yes	Yes	Yes
Shockley Plumbing, Inc. 1749 Habersham Ch Rd Perkins, GA 30442 (478) 494-6680	Yes	Yes	212161	Yes	Yes	Yes
Vortex Services, LLC - Non-Compliant - Late Submittal - 10/11/2023						

<div><div></div><div><div>RFQ Evaluation Sheet - RFQ Item #23-263</div><div>Task Order Program for Water & Sewer Infrastructure for Augusta, GA – Utilities Department</div><div>RFQ Date: Tuesday, October 10, 2023 @ 11:00 a.m</div><div>Evaluation Date: Wednesday November 15, 2023 @ 9:00 a.m. via ZOOM</div></div></div>											
Vendors			BD Garner Sitework, LLC 6192 GA Hwy 23 South Waynesboro, GA 30830 (706) 871-5496	Beams Contracting, Inc. 15030 Atomic Rd Beech Island, SC 29842 (803) 827-0136	Blair Constructions, Inc. 4308 Evans to Locks Rd Evans, Georgia, 30809 (706) 868-1950	CBH Excavation 2383 Ridge Rd NW Norwood, GA 30821 (706) 739--4230	Garnto Southern Construction 4811 Clark Dr Evans, GA 30809 (706) 814-5266	GEARIG Civilworks, LLC 322 Grimaude Blvd Grovetown, GA 30813 (706) 860-5981	Quality Plus Services, Inc. 1213 11th Avenue Fort Eisenhower, GA 30905 (706) 831-7191	Shockley Plumbing, Inc. 1749 Habersham Ch Rd Perkins, GA 30442 (478) 494-6680	Vortex Services, LLC
Phase 1			Ranking of 0-5 (Enter a number value between 0 and 5)								
Evaluation Criteria	Ranking	Points	Scale 0 (Low) to 5 (High)								
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized	N/A	Pass/Fail	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	FAIL
2. Qualifications & Experience	(0-5)	20	4.5	5.0	5.0	4.5	5.0	5.0	4.5	4.5	
3. Organization & Approach	(0-5)	15	4.5	5.0	4.5	5.0	4.5	5.0	5.0	5.0	
4.Scope of Services Scope of Services - Contractor’s understanding of the Scope of Services and task requirements to be performed included in Section 3. Contractor’s approach to the overall project costs, schedule, quality assurance/quality control, and other issues critical to this project. Detail information and experience is to be included in Appendix A to include the following: Contractor’s experience with the installation of Water and Wastewater Construction with emphasis on distribution lines and gravity sewer systems in high water table environments using their own equipment.	(0-5)	15	4.5	5.0	5.0	4.5	4.5	5.0	5.0	5.0	
5. *FORT GORDON TASK ORDER PROGRAM (ONLY) (to be included by vendors to qualify for FORT GORDON TASK ORDER PROGRAM ONLY) Federal Experience - The contractor shall provide a listing of all current projects’ commitments and past completed projects on federal government installations		10	5.0	5.0	5.0	0.0	5.0	5.0	4.0	0.0	
6. References	(0-5)	10	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	
7. Financial Stability	(0-5)	5	4.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	
8. Proximity to Area (only choose 1 line according to location of the company - enter the ranking value for the one line only)											
Within Richmond County	5	10							5.0		
Within CSRA	5	6	5.0	5.0	5.0	5.0	5.0	5.0		5.0	
Within Georgia	5	4									
Within SE United States (includes AL, TN, NC, SC, FL)	5	2									
• All Others	5	1									
Phase 1 Total - (Total Maximum Ranking 30 - Maximum Weighted Total Possible 425)			32.5	35.0	34.5	29.0	34.0	35.0	33.5	29.5	0.0
Phase 2 (Option - Numbers 8-9) (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)											
8. Presentation by Team	(0-5)	10									
9. Q&A Response to Panel Questions	(0-5)	5									
Total Phase 2 - (Total Maximum Ranking 15 - Maximum Weighted Total Possible 75)			0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)											
Total Cumulative Score (Maximum point is 500)			32.5	35.0	34.5	29.0	34.0	35.0	33.5	29.5	0.0
Internal Use Only											
Evaluator: Cumulative Date: 11/15/23											
Procurement DepartmentRepresentative: Nancy Williams											
Procurement Department Completion Date: 11/15/23											

<div><div></div><div><div>RFQ Opening - RFP Item #23-263</div><div>Task Order Program for Water & Sewer Infrastructure for Augusta, GA – Utilities Department</div><div>RFQ Date: Tuesday, October 10, 2023 @ 11:00 a.m</div><div>Evaluation Date: Wednesday November 15, 2023 @ 9:00 a.m. via ZOOM</div></div></div>									
Vendors	BD Garner Sitework, LLC 6192 GA Hwy 23 South Waynesboro, GA 30830 (706) 871-5496	Beams Contracting, Inc. 15030 Atomic Rd Beech Island, SC 29842 (803) 827-0136	Blair Constructions, Inc. 4308 Evans to Locks Rd Evans, Georgia, 30809 (706) 868-1950	CBH Excavation 2383 Ridge Rd NW Norwood, GA 30821 (706) 739--4230	Garnto Southern Construction 4811 Clark Dr Evans, GA 30809 (706) 814-5266	GEARIG Civilworks, LLC 322 Grimaude Blvd Grovetown, GA 30813 (706) 860-5981	Quality Plus Services, Inc. 1213 11th Avenue Fort Eisenhower, GA 30905 (706) 831-7191	Shockley Plumbing, Inc. 1749 Habersham Ch Rd Perkins, GA 30442 (478) 494-6680	Vortex Services, LLC
Phase I									
Evaluation Criteria	Weighted Scores								
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	FAIL
2. Qualifications & Experience	90.0	100.0	100.0	90.0	100.0	100.0	90.0	90.0	0.0
3. Organization & Approach	67.5	75.0	67.5	75.0	67.5	75.0	75.0	75.0	0.0
4.Scope of Services Scope of Services - Contractor’s understanding of the Scope of Services and task requirements to be performed included in Section 3. Contractor’s approach to the overall project costs, schedule, quality assurance/quality control, and other issues critical to this project. Detail information and experience is to be included in Appendix A to include the following: Contractor’s experience with the installation of Water and Wastewater Construction with emphasis on distribution lines and gravity sewer systems in high water table environments using their own equipment.	67.5	75.0	75.0	67.5	67.5	75.0	75.0	75.0	0.0
5. *FORT GORDON TASK ORDER PROGRAM (ONLY) (to be included by vendors to qualify for FORT GORDON TASK ORDER PROGRAM ONLY) Federal Experience - The contractor shall provide a listing of all current projects’ commitments and past completed projects on federal government installations	50.0	50.0	50.0	0.0	50.0	50.0	40.0	0.0	
6. References	50.0	50.0	50.0	50.0	50.0	50.0	50.0	50.0	0.0
7. Financial Stability	20.0	25.0	25.0	25.0	25.0	25.0	25.0	25.0	0.0
8. Proximity to Area (only choose 1 line according to location of the company - enter the ranking value for the one line only)									
Within Richmond County	0.0	0.0	0.0	0.0	0.0	0.0	50.0	0.0	0.0
Within CSRA	30.0	30.0	30.0	30.0	30.0	30.0	0.0	30.0	0.0
Within Georgia	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Within SE United States (includes AL, TN, NC, SC, FL)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
• All Others	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase 1 Total - (Total Maximum Ranking 30 - Maximum Weighted Total Possible 425)	375.0	405.0	397.5	337.5	390.0	405.0	405.0	345.0	0.0
Phase 2 (Option - Numbers 8-9) (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)									
8. Presentation by Team	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
9. Q&A Response to Panel Questions	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Phase 2 - (Total Maximum Ranking 15 - Maximum Weighted Total Possible 75)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)									
Total Cumulative Score (Maximum point is 500)	375.0	405.0	397.5	337.5	390.0	405.0	405.0	345.0	0.0
Internal Use Only									
Evaluator: Cumulative Date: 11/15/23									
Procurement DepartmentRepresentative:_____Nancy Williams_____									
Procurement Department Completion Date: 11/15/23									

**UTILITIES DEPARTMENT****Wes Byne, P.E.**
Director**Chad Hendrix, P.E.**
Assistant Director**MEMO**

DATE: January 29, 2023

FROM: Andrew Kearney, Sn Engineering Tech, Utilities Department *AK*

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

TO: Geri Sams, Director, Procurement Department

SUBJECT: RFQ Item # 23-263 Task Order Program (2023) for Utilities Department
Director's Approval Memo

I concur with the Selection Board's evaluation and recommendation of the 8 (Eight) contractors listed below to execute the subject Augusta Utilities (AUD) Task Order Program as well as the 6 (Six) contractors who have requested the ability to work on Fort Eisenhower. These contractors have shown through their Statements of Qualifications the experience and ability to meet the demands of the Task Order Program for AUD.

The 8 (Eight) contractors for projects in Augusta-Richmond County:


1. Blair Construction
2. BD Garner Sitework
3. CBH Excavation
4. Beams Contracting
5. Garnto Southern Construction
6. Gearig Civilworks
7. Quality Plus Services
8. Shockley Plumbing


The 6 (Six) contractors for projects within Fort Eisenhower:

1. Blair Construction
2. BD Garner Sitework
3. Beams Contracting
4. Garnto Southern Construction
5. Gearig Civilworks
6. Quality Plus Services

AUD will submit a Muni-Agenda item after Procurement's receipt of the required contractors' documents for Commission approval of the Task Order Program for Utilities Department.

cc: Chad Hendrix, PE *CPH*
Tate Horton *TH*
Nancy Williams

<div><div></div><div>RFQ Evaluation Sheet - RFQ Item #23-263 Task Order Program for Water & Sewer Infrastructure for Augusta, GA – Utilities Department RFQ Date: Tuesday, October 10, 2023 @ 11:00 a.m Evaluation Date: Wednesday November 15, 2023 @ 9:00 a.m. via ZOOM</div></div>											
Vendors			BD Garner Sitework, LLC 6192 GA Hwy 23 South Waynesboro, GA 30830 (706) 871-5496	Beams Contracting, Inc. 15030 Atomic Rd Beech Island, SC 29842 (803) 827-0136	Blair Constructions, Inc. 4308 Evans to Locks Rd Evans, Georgia, 30809 (706) 868-1950	CBH Excavation 2383 Ridge Rd NW Norwood, GA 30821 (706) 739--4230	Garnto Southern Construction 4811 Clark Dr Evans, GA 30809 (706) 814-5266	GEARIG Civilworks, LLC 322 Grimaude Blvd Grovetown, GA 30813 (706) 860-5981	Quality Plus Services, Inc. 1213 11th Avenue Fort Eisenhower, GA 30905 (706) 831-7191	Shockley Plumbing, Inc. 1749 Habersham Ch Rd Perkins, GA 30442 (478) 494-6680	Vortex Services, LLC
Phase 1			Ranking of 0-5 (Enter a number value between 0 and 5)								
Evaluation Criteria	Ranking	Points	Scale 0 (Low) to 5 (High)								
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized	N/A	Pass/Fail	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	FAIL
2. Qualifications & Experience	(0-5)	20	4.5	5.0	5.0	4.5	5.0	5.0	4.5	4.5	
3. Organization & Approach	(0-5)	15	4.5	5.0	4.5	5.0	4.5	5.0	5.0	5.0	
4.Scope of Services Scope of Services - Contractor’s understanding of the Scope of Services and task requirements to be performed included in Section 3. Contractor’s approach to the overall project costs, schedule, quality assurance/quality control, and other issues critical to this project. Detail information and experience is to be included in Appendix A to include the following: Contractor’s experience with the installation of Water and Wastewater Construction with emphasis on distribution lines and gravity sewer systems in high water table environments using their own equipment.	(0-5)	15	4.5	5.0	5.0	4.5	4.5	5.0	5.0	5.0	
5. *FORT GORDON TASK ORDER PROGRAM (ONLY) (to be included by vendors to qualify for FORT GORDON TASK ORDER PROGRAM ONLY) Federal Experience - The contractor shall provide a listing of all current projects’ commitments and past completed projects on federal government installations		10	5.0	5.0	5.0	0.0	5.0	5.0	4.0	0.0	
6. References	(0-5)	10	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	
7. Financial Stability	(0-5)	5	4.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	
8. Proximity to Area (only choose 1 line according to location of the company - enter the ranking value for the one line only)											
Within Richmond County	5	10							5.0		
Within CSRA	5	6	5.0	5.0	5.0	5.0	5.0	5.0		5.0	
Within Georgia	5	4									
Within SE United States (includes AL, TN, NC, SC, FL)	5	2									
• All Others	5	1									
Phase 1 Total - (Total Maximum Ranking 30 - Maximum Weighted Total Possible 425)			32.5	35.0	34.5	29.0	34.0	35.0	33.5	29.5	0.0
Phase 2 (Option - Numbers 8-9) (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)											
8. Presentation by Team	(0-5)	10									
9. Q&A Response to Panel Questions	(0-5)	5									
Total Phase 2 - (Total Maximum Ranking 15 - Maximum Weighted Total Possible 75)			0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)											
Total Cumulative Score (Maximum point is 500)			32.5	35.0	34.5	29.0	34.0	35.0	33.5	29.5	0.0
Internal Use Only											
Evaluator: Cumulative Date: 11/15/23											
Procurement DepartmentRepresentative: Nancy Williams											
Procurement Department Completion Date: 11/15/23											

<div><div></div><div>RFQ Opening - RFP Item #23-263 Task Order Program for Water & Sewer Infrastructure for Augusta, GA – Utilities Department RFQ Date: Tuesday, October 10, 2023 @ 11:00 a.m Evaluation Date: Wednesday November 15, 2023 @ 9:00 a.m. via ZOOM</div></div>									
Vendors	BD Garner Sitework, LLC 6192 GA Hwy 23 South Waynesboro, GA 30830 (706) 871-5496	Beams Contracting, Inc. 15030 Atomic Rd Beech Island, SC 29842 (803) 827-0136	Blair Constructions, Inc. 4308 Evans to Locks Rd Evans, Georgia, 30809 (706) 868-1950	CBH Excavation 2383 Ridge Rd NW Norwood, GA 30821 (706) 739--4230	Garnto Southern Construction 4811 Clark Dr Evans, GA 30809 (706) 814-5266	GEARIG Civilworks, LLC 322 Grimaude Blvd Grovetown, GA 30813 (706) 860-5981	Quality Plus Services, Inc. 1213 11th Avenue Fort Eisenhower, GA 30905 (706) 831-7191	Shockley Plumbing, Inc. 1749 Habersham Ch Rd Perkins, GA 30442 (478) 494-6680	Vortex Services, LLC
Phase I									
Evaluation Criteria	Weighted Scores								
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	FAIL
2. Qualifications & Experience	90.0	100.0	100.0	90.0	100.0	100.0	90.0	90.0	0.0
3. Organization & Approach	67.5	75.0	67.5	75.0	67.5	75.0	75.0	75.0	0.0
4.Scope of Services Scope of Services - Contractor’s understanding of the Scope of Services and task requirements to be performed included in Section 3. Contractor’s approach to the overall project costs, schedule, quality assurance/quality control, and other issues critical to this project. Detail information and experience is to be included in Appendix A to include the following: Contractor’s experience with the installation of Water and Wastewater Construction with emphasis on distribution lines and gravity sewer systems in high water table environments using their own equipment.	67.5	75.0	75.0	67.5	67.5	75.0	75.0	75.0	0.0
5. *FORT GORDON TASK ORDER PROGRAM (ONLY) (to be included by vendors to qualify for FORT GORDON TASK ORDER PROGRAM ONLY) Federal Experience - The contractor shall provide a listing of all current projects’ commitments and past completed projects on federal government installations	50.0	50.0	50.0	0.0	50.0	50.0	40.0	0.0	
6. References	50.0	50.0	50.0	50.0	50.0	50.0	50.0	50.0	0.0
7. Financial Stability	20.0	25.0	25.0	25.0	25.0	25.0	25.0	25.0	0.0
8. Proximity to Area (only choose 1 line according to location of the company - enter the ranking value for the one line only)									
Within Richmond County	0.0	0.0	0.0	0.0	0.0	0.0	50.0	0.0	0.0
Within CSRA	30.0	30.0	30.0	30.0	30.0	30.0	0.0	30.0	0.0
Within Georgia	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Within SE United States (includes AL, TN, NC, SC, FL)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
• All Others	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase 1 Total - (Total Maximum Ranking 30 - Maximum Weighted Total Possible 425)	375.0	405.0	397.5	337.5	390.0	405.0	405.0	345.0	0.0
Phase 2 (Option - Numbers 8-9) (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)									
8. Presentation by Team	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
9. Q&A Response to Panel Questions	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Phase 2 - (Total Maximum Ranking 15 - Maximum Weighted Total Possible 75)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)									
Total Cumulative Score (Maximum point is 500)	375.0	405.0	397.5	337.5	390.0	405.0	405.0	345.0	0.0
Internal Use Only									
Evaluator: Cumulative Date: 11/15/23									
Procurement DepartmentRepresentative:_____Nancy Williams_____									
Procurement Department Completion Date: 11/15/23									

FYI: Process Regarding Request for Proposals

Sec. 1-10-51. Request for proposals.

Request for proposals shall be handled in the same manner as the bid process as described above for solicitation and awarding of contracts for goods or services with the following exceptions:

- (a) Only the names of the vendors making offers shall be disclosed at the proposal opening.
- (b) Content of the proposals submitted by competing persons shall not be disclosed during the process of the negotiations.
- (c) Proposals shall be open for public inspection only after the award is made.
- (d) Proprietary or confidential information, marked as such in each proposal, shall not be disclosed without the written consent of the offeror.
- (e) Discussions may be conducted with responsible persons submitting a proposal determined to have a reasonable chance of being selected for the award. These discussions may be held for the purpose of clarification to assure a full understanding of the solicitation requirement and responsiveness thereto.
- (f) Revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offers.
- (g) In conducting discussions with the persons submitting the proposals, there shall be no disclosure of any information derived from the other persons submitting proposals.

Sec. 1-10-52. Sealed proposals.

- (a) *Conditions for use.* In accordance with O.C.G.A. § 36-91-21(c)(1)(C), the competitive sealed proposals method may be utilized when it is determined in writing to be the most advantageous to Augusta, Georgia, taking into consideration the evaluation factors set forth in the request for proposals. The evaluation factors in the request for proposals shall be the basis on which the award decision is made when the sealed proposal method is used. Augusta, Georgia is not restricted from using alternative procurement methods for

obtaining the best value on any procurement, such as Construction Management at Risk, Design/Build, etc.

- (b) *Request for proposals.* Competitive sealed proposals shall be solicited through a request for proposals (RFP).
- (c) *Public notice.* Adequate public notice of the request for proposals shall be given in the same manner as provided in section 1-10- 50(c)(Public Notice and Bidder's List); provided the normal period of time between notice and receipt of proposals minimally shall be fifteen (15) calendar days.
- (d) *Pre-proposal conference.* A pre-proposal conference may be scheduled at least five (5) days prior to the date set for receipt of proposals, and notice shall be handled in a manner similar to section 1-10-50(c)-Public Notice and Bidder's List. No information provided at such pre-proposal conference shall be binding upon Augusta, Georgia unless provided in writing to all offerors.
- (e) *Receipt of proposals.* Proposals will be received at the time and place designated in the request for proposals, complete with bidder qualification and technical information. No late proposals shall be accepted. Price information shall be separated from the proposal in a sealed envelope and opened only after the proposals have been reviewed and ranked.

The names of the offerors will be identified at the proposal acceptance; however, no proposal will be handled so as to permit disclosure of the detailed contents of the response until after award of contract. A record of all responses shall be prepared and maintained for the files and audit purposes.

- (f) *Public inspection.* The responses will be open for public inspection only after contract award. Proprietary or confidential information marked as such in each proposal will not be disclosed without written consent of the offeror.
- (g) *Evaluation and selection.* The request for proposals shall state the relative importance of price and other evaluation factors that will be used in the context of proposal evaluation and contract award. (Pricing proposals will not be opened until the proposals have been reviewed and ranked). Such evaluation factors may include, but not be limited to:

- (1) The ability, capacity, and skill of the offeror to perform the contract or

provide the services required;

- (2) The capability of the offeror to perform the contract or provide the service promptly or within the time specified, without delay or interference;
 - (3) The character, integrity, reputation, judgment, experience, and efficiency of the offeror;
 - (4) The quality of performance on previous contracts;
 - (5) The previous and existing compliance by the offeror with laws and ordinances relating to the contract or services;
 - (6) The sufficiency of the financial resources of the offeror relating to his ability to perform the contract;
 - (7) The quality, availability, and adaptability of the supplies or services to the particular use required; and
 - (8) Price.
- (h) *Selection committee.* A selection committee, minimally consisting of representatives of the procurement office, the using agency, and the Administrator's office or his designee shall convene for the purpose of evaluating the proposals.
 - (i) *Preliminary negotiations.* Discussions with the offerors and technical revisions to the proposals may occur. Discussions may be conducted with the responsible offerors who submit proposals for the purpose of clarification and to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals and such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of information derived from proposals submitted by competing offerors.
 - (j) From the date proposals are received by the Procurement Director through the date of contract award, no offeror shall make any substitutions, deletions,

additions or other changes in the configuration or structure of the offeror's teams or members of the offeror's team.

- (k) *Final negotiations and letting the contract.* The Committee shall rank the technical proposals, open and consider the pricing proposals submitted by each offeror. Award shall be made or recommended for award through the Augusta, Georgia Administrator, to the most responsible and responsive offeror whose proposal is determined to be the most advantageous to Augusta, Georgia, taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation. The contract file shall contain a written report of the basis on which the award is made/recommended. The contract shall be awarded or let in accordance with the procedures set forth in this Section and the other applicable sections of this chapter.



Engineering Services Committee

Meeting Date: 4/25/2023

Item Name: Approve MOU with Augusta University to develop an internship program centered around Smart City sensors and programs.

Department:	Utilities
Presenter:	Wes Byne
Caption:	Approve the extension of the existing MOU with Augusta University to develop an internship program centered around Smart City sensors and programs
Background:	AUD and AED have worked with Augusta University since 2014 on a variety of initiatives around developing intelligent water sensing products. AUD and AU have met and discussed a method to formalize this process and expand the program to quicken the pace of development and deployment of products. This MOU will allow that process while remaining flexible for future needs.
Analysis:	This MOU would allow for the commitment of full-time faculty and staff for approximately 3 months per year, in addition to approximately 5 full-time students and materials. AU will provide facilities as well as specialized knowledge of electronics required to rapidly prototype and assemble these projects.
Financial Impact:	Funding in the amount of \$255,309 in to the following accounts: 506-04-3110/52-13119
Alternatives:	No alternatives are recommended
Recommendation:	AUD recommends approving this MOU.
Funds are available in the following accounts:	Funds are available in the following accounts after transfer: G/L 506-04-3110/52-13119
<u>REVIEWED AND APPROVED BY:</u>	N/A

Non-Clinical Sponsored Agreement

AUGUSTA UNIVERSITY RESEARCH INSTITUTE SPONSORED AGREEMENT

Agreement No. 40904

THIS SPONSORED AGREEMENT, dated as of March 19, 2024 (“Agreement”), is made and entered into by and between Augusta Utilities and being a local government entity (hereinafter referred to as “Sponsor”), and Augusta University Research Institute, Inc. a Georgia nonprofit research and educational corporation, (hereinafter AURI) located at Augusta University, 1120 15th Street, Augusta, GA 30912-4810.

WHEREAS, the sponsored program contemplated by this Agreement is of mutual interest and benefit to AURI and to Sponsor, and will further the instructional and research objectives of AURI in a manner consistent with its status as a non-profit, tax-exempt, research and educational institution;

WHEREAS, the research program (hereinafter “Sponsored Program”) will be performed through an MOU with Augusta University (hereinafter “Augusta University”).

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereto agree to the following:

SECTION 1. DEFINITIONS

1.1 “Project Period” shall mean the period commencing as of May 20, 2024, and ending on May 18, 2025. The Project Period may be extended by written agreement of duly authorized representatives of Sponsor and AURI.

1.2 “Intellectual Property” shall mean all patentable inventions, discoveries, software, formulae, processes, methods, techniques, data, and databases.

1.3 “Intellectual Property Protections” shall mean the registration, application, filing, prosecution or maintenance of a patent, copyright, or other protective measure for Intellectual Property.

1.4 “Sponsored Project” shall mean the project and deliverables as described in Exhibit A.

1.5 “Principal Investigator(s)” shall mean Dr. Joseph Hauger. The Principal Investigators shall conduct, supervise and direct the Sponsored Project. Principal Investigator shall not be changed without the prior written consent of Sponsor and AURI. The Principal Investigator is not authorized to amend or modify this Agreement. Any such amendments or modifications must be approved by the Division of Sponsored Programs.

1.6 “Project Funds” shall mean those funds to be paid by Sponsor to AURI for the Sponsored Project in the amount of **two hundred fifty-five thousand three hundred and nine dollars (\$255,309)** as set forth in the budget attached as Exhibit B.

1.7 “Project Team” shall mean the Principal Investigator(s) Dr. Joseph Hauger and any faculty, staff, or students supported by the Project Funds.

1.8 “Field of Use” shall mean sensors for use in municipal services, including water quality monitoring.

SECTION 2. PROJECT FUNDS

2.1 Sponsor shall pay AURI the Project Funds for direct and indirect costs incurred in the conduct of the Sponsored Project. Sponsor acknowledges that this amount is a good faith estimate only and not a guarantee of the cost to conduct the Sponsored Project. AURI shall promptly notify Sponsor of any anticipated funding deficiencies, including an estimate of the additional funds required. Sponsor may, in its discretion, provide AURI all or part of such additional funds. In no event shall AURI be obligated to incur costs in excess of the Project Funds paid by Sponsor to AURI.

2.2 Sponsor shall make an advance payment of \$ 35,000 of the Project Funds upon execution of this Agreement, to cover startup costs of the project. Thereafter, AURI shall invoice Sponsor no less than monthly for expenses incurred up to the total of \$255,309.

All payments shall be in U.S. dollars and made by check payable to the order of AURI and delivered to:

Augusta University Research Institute, Inc.
P.O. Box 945552
Atlanta, GA 30394-5552
Attn: Agreement # 40904
The AURI tax identification number is 58-1418202.

Commencement of the Project is contingent upon the timely receipt of the foregoing advance payment of the Project Funds. A final payment that includes all outstanding payments due will be sent within thirty (30) days after all data has been received by Sponsor and all queries have been resolved.

2.3 AURI shall account for, and maintain records of, direct and indirect costs incurred in the conduct of the Sponsored Project in accordance with AURI's standard policies and practices. Such records shall be made available for Sponsor's review during AURI's normal business hours upon reasonable prior notice, but not more frequently than once a year.

2.4 Sponsor acknowledges and agrees that payments are made payable or sent to any individual other than specified above shall not be credited toward fulfillment of Sponsor's obligations under this Article.

2.5 Augusta University shall retain title to any equipment purchased with funds provide by Sponsor under this agreement.

SECTION 3. PUBLICATIONS AND PRESENTATIONS; OTHER RESEARCH RIGHTS; NAME AND LOGO USE

3.1 Publications and Presentations. Sponsor acknowledges that AURI, the Principal Investigator and the other Project Team members shall have the right to publish or otherwise publicly disclose at academic and professional conferences and other meetings the results of the Sponsored Project, subject to the following limitations. A draft copy of the proposed publication or public presentation shall be provided to Sponsor for its review at least 30 days prior to submission for publication or public presentation. During such 30 day period, Sponsor may request that AURI delay the proposed publication or public presentation for up to an additional 30 days to allow for patent or copyright filings or other matters related to the protection of Intellectual Property. In addition, Sponsor may suggest changes to the proposed publication or public presentation, but the author shall retain final authority; provided, however, that the author shall be obligated to remove any confidential information furnished by Sponsor pursuant to the non-disclosure agreement as contemplated below. Notwithstanding anything in this Agreement to the contrary, copyrights in publications, public presentations and other scholarly writings shall be owned by their respective authors.

3.2 Other Research Rights. Sponsor acknowledges that this Agreement shall not be construed to limit the freedom of AURI, the Principal Investigator or the Project Team members to engage in any other research. Notwithstanding any license that may be granted to Sponsor with respect to the Intellectual Property owned by AURI resulting from the Sponsored Project, AURI shall retain an irrevocable worldwide right to use such Intellectual Property on a non-exclusive royalty-free basis for research and education purposes.

3.3 Name and Logo Use. Neither Sponsor nor AURI shall use the other party's name, trademarks or other logos, or the names of any individuals involved in the Sponsored Project, including, but not limited to, the Principal Investigator and the other Project Team members, in any publication or public presentation without the prior written consent of such other party. The foregoing restriction shall not apply to the inclusion of an acknowledgment of Sponsor's funding of the Sponsored Project in any such publication or public presentation. Notwithstanding the above, each party has the right to post on their websites that an award to AURI/Augusta University has been made and include a short public abstract.

SECTION 4. INTELLECTUAL PROPERTY

4.1 Any Intellectual Property invented, reduced to practice, created, or developed solely by AURI under this Agreement shall be owned by AURI (“AURI Intellectual Property”).

4.2 Any Intellectual Property invented, reduced to practice, created, or developed solely by Sponsor under this Agreement shall be owned by Sponsor (“Sponsor Intellectual Property”).

4.3 Any Intellectual Property invented, reduced to practice, created, or developed jointly by AURI and Sponsor under this Agreement shall be owned jointly by AURI and Sponsor (“Joint Intellectual Property”).

4.4 Invention Disclosures. AURI will notify Sponsor, in confidence and in writing (“Notification”), of any Intellectual Property resulting from the Sponsored Project reported to AURI pursuant to AURI’s Intellectual Property Policy then in effect (“Disclosure”). Notification shall be made by AURI within sixty (60) days of receipt of Disclosure. Intellectual Property Disclosures made by AURI pursuant to this section, and any related discussions between Sponsor and AURI shall be kept confidential by Sponsor, and shall not be further disclosed or used by Sponsor in any manner inconsistent with the provisions of this Agreement. Upon receipt of Disclosure, Sponsor may request (under either licensing option) that AURI pursue Intellectual Property Protections in a particular country at Sponsor’s expense.

4.5 Joint Intellectual Property. In the event that either party desires to obtain any Intellectual Property Protections concerning Joint Intellectual Property, such party will notify the other party and the parties shall mutually agree upon patent strategy and cost allocation. Each party agrees to execute documentation necessary in connection therewith. Title to all patents issued on Joint Intellectual Property shall be joint and each party shall have the right to license such Joint Intellectual Property to third parties, with the right to sublicense thereunder, without accounting to the other and without seeking the consent of the other. In the event that consent by each joint owner is necessary for either joint owner to non-exclusively license the Joint Intellectual Property, the parties hereby consent to the other party’s grant of one or more licenses under the Joint Intellectual Property to third parties and shall execute any document or do any other reasonable act deemed necessary to evidence such consent.

SECTION 5. LICENSING OPTIONS

5.1 In accordance of Section 4 and the remainder of Section 5, it is anticipated that Intellectual Property resulting from the Sponsored Project, whether hardware or software, will be released under an open-source license.

Any software code developed pursuant to this Sponsored Project shall be contributed and released pursuant to the Apache 2.0 or an equivalent permissive open-source license.

For hardware, design files for the hardware shall be released under a copyleft license once any Intellectual Property has been disclosed, reviewed, and potentially protected under Sections 4 and 5 of this agreement. This license will be under the CERN Open Hardware License, the TAPR Open Hardware License, or an equivalent open-source hardware license.

5.2 Sponsor’s Evaluation of AURI’s Intellectual Property. Intellectual Property owned by AURI resulting from the Sponsored Project disclosed by AURI to Sponsor may be used by Sponsor on a non-exclusive royalty-free basis, solely for internal research purposes to evaluate whether or

not Sponsor is interested in licensing the technology from AURI.

5.3 License Options. Within sixty (60) days after Notification to Sponsor by AURI of a Disclosure, Sponsor may request (1) a non-exclusive, non-transferable, limited term, royalty-bearing license, or (2) an exclusive, non-transferable, limited-term, royalty-bearing license, to AURI Intellectual Property and/or AURI's ownership in Joint Intellectual Property in the Field of Use ("Option Period"); however, neither option shall be available to Sponsor if Sponsor is in breach of this Agreement, if Sponsor or any of Sponsor's affiliates, parents or subsidiaries are in breach of any license agreement with AURI, or if this Agreement has been terminated because of a breach by Sponsor. The license will be to make, have made, use, import, lease, sell, or otherwise dispose of products and/or services (a) in the United States and/or any other country for which Sponsor alone or Sponsor and AURI jointly choose to obtain Intellectual Property Protections and (b) in the Field of Use which embodies some or all of such Intellectual Property covered by the Disclosure. Sponsor agrees to demonstrate reasonable efforts to commercialize such Intellectual Property. The license shall be based on mutually-agreeable economic conditions and in accordance with standard AURI terms and conditions. Sponsor shall have ninety (90) days from the date of written notification to AURI of its intention to license the AURI Intellectual Property to negotiate a license agreement with AURI ("Negotiation Period"). Sponsor agrees to reimburse AURI for all Intellectual Property Protection costs and related expenses during the Option and Negotiation Periods. After expiration of the Negotiation Period, Sponsor shall have no further rights to AURI Intellectual Property. Such Negotiation Period, however, may be extended by the mutual consent of both parties.

5.4 AURI's Research License. AURI will have a non-exclusive, non-transferable, non-royalty bearing license to use and make derivative works of all Sponsor Intellectual Property solely for the purpose of fulfilling its obligations to complete the Sponsored Project.

SECTION 6. DISCLAIMER OF WARRANTIES; LIABILITY LIMITATION; INDEMNIFICATION; EXPORT COMPLIANCE

6.1 Disclaimer of Warranties. Notwithstanding anything in this Agreement to the contrary, AURI makes no representations or warranties of any kind, express or implied, concerning the results of the Sponsored Project or any related Intellectual Property, including, but not limited to, representations and warranties as to non infringement, merchantability and fitness for any particular purpose.

6.2 Liability Limitation. Neither Sponsor nor AURI shall be liable for any incidental, consequential, special or other economic damages, such as loss of anticipated business or profits, suffered by the other party in connection with this Agreement, the Sponsored Project or any related Intellectual Property, including, but not limited to, any use or commercialization thereof.

SECTION 7. INDEMNIFICATION AND INSURANCE

Sponsor agrees to indemnify and hold harmless AURI and its duly authorized agents, servants and employees from all claims, demands, actions, causes of action and suites of whatever kind or nature and to indemnify AURI and its duly authorized agents, servants and employees from all damages, losses, judgments, costs and fees, including attorneys' fees, which result from this Study, provided that:

- (1) AURI, and its agents, servants and employees have followed the Protocol described herein as Exhibit A and were not negligent in conducting the work under Protocol; and

(2) AURI promptly gives SPONSOR notice of, and the right to defend against, any claim or

suit as well as the unconditional right to settlement of such suits in the sole discretion of SPONSOR; and

(3) AURI agrees to cooperate fully with SPONSOR in its defense of any claim or suit. AURI warrants and represents that Augusta University has adequate liability insurance, such protection being applicable to officers, employees, and agents while acting within the scope of their employment by Augusta University. Augusta University has no liability insurance policy as such that can extend protection to any other person. Sponsor acknowledges that this Agreement does not confer upon Sponsor any right of claim of indemnification by the AURI or Augusta University, either express or implied.

7.1 Sponsor's Export Compliance. All rights granted to Sponsor in connection with this Agreement, the Sponsored Project and the Intellectual Property resulting from the Sponsored Project are subject to compliance with U.S. laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities. Sponsor shall not, directly or indirectly, export any such controlled commodities in connection with this Agreement, the Sponsored Project or the Intellectual Property resulting from the Sponsored Project, unless the required authorization and/or license is obtained from the proper governmental authorities prior to export. By granting Sponsor rights in this Agreement, the Sponsored Project and the Intellectual Property resulting from the Sponsored Project, AURI does not represent that an export authorization and/or license will not be necessary or, if necessary, that such authorization and/or license will be granted.

SECTION 8. SPONSOR'S CONFIDENTIAL PROPRIETARY INFORMATION

Sponsor's Confidential Proprietary Information. In the event it becomes necessary for Sponsor to furnish any of its confidential proprietary information to AURI for purposes of the Sponsored Project, Sponsor may request that the Principal Investigator and the other Project Team members individually execute appropriate non disclosure agreements with Sponsor. Notwithstanding the foregoing, Sponsor shall not disclose to AURI, the Principal Investigator or the other Project Team members, any information subject to U.S. export laws or regulations. Sponsor acknowledges that AURI shall not be obligated to accept any confidential proprietary information from Sponsor, and AURI shall not bear any institutional responsibility with respect to any such information provided by Sponsor.

SECTION 9. TERMINATION; ACTIONS UPON TERMINATION; SURVIVAL OF OBLIGATIONS

9.1 Termination. This Agreement may be terminated prior to the expiration of the Project Period as follows:

- (a) By written agreement of the parties, effective upon the date set forth in such agreement;
- (b) By either Sponsor or AURI in the event the other party fails to cure any material breach of this Agreement within 30 days after receipt of written notice of such breach from the

terminating party, effective upon receipt of written notice from the terminating party, after the expiration of the 30 day cure period; and

(c) By either Sponsor or AURI in the event the Principal Investigator is no longer able to conduct the Sponsored Project on behalf of AURI, effective upon receipt of written notice from the terminating party.

9.2 Actions upon Termination. Upon any expiration or termination of this Agreement:

(a) Sponsor shall not be obligated to make any further payments of Project Funds to AURI pursuant to Exhibit B;

(b) AURI shall be entitled to retain any prior payments of Project Funds by Sponsor for direct and indirect costs incurred in connection with the Sponsored Project prior to termination of this Agreement, including non-cancelable commitments for property or services, such as student or postdoctoral support;

(c) AURI shall deliver to Sponsor within 90 days after termination of this Agreement a final accounting report of all Project Funds received and direct and indirect costs incurred in connection with the Sponsored Project, including non-cancelable commitments for property or services, such as student or postdoctoral support; and

(d) AURI shall return to Sponsor any excess Project Funds indicated in such final accounting report within 30 days after delivery of such report to Sponsor.

9.3 Survival of Obligations. Notwithstanding anything in this Agreement to the contrary, the provisions of Sections 3.2, 3.3, 4, 5 and 6 shall survive any expiration or termination of this Agreement, and each party shall remain obligated under any other provisions that expressly or by their nature survive any expiration or termination of this Agreement.

SECTION 10. NOTICES

Any notice or other communication of the parties required or permitted to be given or made under this Agreement shall be in writing and be deemed effective upon receipt if delivered personally, by reputable courier, by facsimile or electronic transmission, or by certified registered mail, postage prepaid, return receipt requested, addressed to the other party as follows (or as changed by written notice pursuant to Section 9):

Sponsor

Contractual and Administrative:

AURI

Contractual and Administrative:

Jason Guilbeault
Executive Director
Augusta University Research Institute, Inc.
CJ-3301, 1120 15th Street
Augusta, GA 30912-4810

Phone: 706-721-3087

E-mail: ogc@augusta.edu

Technical:

Technical: Dr. Joseph Hauger

Phone: 706-737-1541

Email: jhauger@augusta.edu

SECTION 11. MISCELLANEOUS

11.1 Power and Authority; Due Authorization; No Conflict; Enforceability; Binding Effect. Each party represents and warrants to the other party that (i) such party has the power and authority to execute, deliver and perform its obligations under this Agreement, (ii) the execution, delivery and performance of this Agreement have been duly authorized by such party and does not and shall not conflict with any agreement or instrument to which it is bound, (iii) this Agreement constitutes the legal, valid and binding obligation of such party, enforceable against it in accordance with its terms, and (iv) this Agreement, and the interests, rights, duties and obligations hereunder, shall be binding upon, and inure to the benefit of, the parties and their respective successors and permitted assigns.

11.2 Entire Agreement; Further Assurances. This Agreement, including Exhibits A and B attached hereto, constitutes the entire agreement between the parties, and supersedes any prior or contemporaneous negotiations, understandings and agreements, with respect to the subject matter hereof. In addition, the terms of any purchase order or other purchasing document issued for this Sponsored Project, and prepared and executed subsequent to signing this Agreement, shall not be applicable to this Agreement other than to provide for funding as identified herein. Each party shall execute and deliver such further documents and take such further actions as may be required or reasonably requested by the other party to effectuate the purposes of this Agreement.

11.3 No Assignment; No Amendment; No Waiver. This Agreement (i) may not be assigned or transferred, in whole or in part, by operation of law or otherwise, by either party without the prior written consent of the other party, and (ii) may not be amended or modified, by course of conduct or otherwise, except in a writing duly executed by each of the parties. Any waiver of any provision of this Agreement shall be in writing duly executed by the waiving party. The failure or delay by either party to seek redress for any breach or default under this Agreement, or to insist upon the strict performance of any provision of this Agreement, shall not constitute a waiver thereof or of any other provision of this Agreement, and such party shall have all remedies provided herein and at law and in equity with respect to such act and any subsequent act constituting the same.

11.4 Force Majeure; Remedies Cumulative. Either party's delayed performance under this Agreement may be temporarily excused without liability, if such delay is a result of causes or conditions beyond that party's control and without that party's fault or negligence (such causes or conditions specifically do not include the financial incapacity to pay); provided, however, that such party must diligently pursue actions to remedy such cause or condition. The rights and remedies provided in this Agreement are cumulative in nature and shall be in addition to any such other rights and remedies available at law and in equity.

11.5 Resolution of Disputes. In the event of any dispute or disagreement between the parties either in interpreting any provision of this Agreement or about the performance of either party and upon the written request of either party, each of the parties will appoint a designated representative to attempt to resolve such dispute or disagreement. The designated representatives will discuss the problem and negotiate in good faith in an effort to resolve the dispute without any formal proceedings. The specific format of such discussion shall be left to the discretion of the designated representatives. No litigation for the resolution of such dispute may be commenced until the designated representatives have met and either party has concluded in good faith that amicable resolution through continued negotiation does not appear likely (unless either party fails or refuses to appoint a designated representative and schedule a meeting of such representatives within thirty (30) days after a request to do so by the other party).

11.6 Governing Law; Jurisdiction and Venue; Attorneys' Fees. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the United States and the laws of the State of Georgia (without regard to the conflicts or choice of law principles thereof).

11.7 Severability. In the event any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of the parties that such invalidity or unenforceability not invalidate or render unenforceable the remainder of the Agreement and that such provision be reformed and construed in such a manner that it will, to the maximum extent practical, be deemed valid and enforceable, and the rights and obligations of the parties hereto shall be construed and enforced accordingly.

11.8 Construction of Agreement. The provisions of this Agreement shall not be construed more favorably toward one party than the other party as a result of one party being the primary drafter of the Agreement. This section and other headings in this Agreement are for convenience of reference only and shall not affect, expressly or by implication, the meaning or interpretation of any of the provisions hereof.

11.9 Independent Contractor Relationship; No Third Party Beneficiaries. Sponsor and AURI intend that their relationship under this Agreement shall be as independent contractors, and neither Sponsor nor AURI shall conduct themselves in a manner inconsistent with such independent contractor status. Nothing in this Agreement nor any performance hereunder is intended, or shall be construed, to create a partnership, joint venture or other form of business enterprise, or relationship of agency or employment, between Sponsor and AURI (including, but not limited to, the Principal Investigator and the other Project Team members). Moreover, neither party shall have the authority to enter into contracts on behalf of the other party. Nothing in this Agreement, express or implied, is intended to confer, any benefits, rights or remedies on any person, other than the parties hereto and their successors and permitted assigns.

11.10 Conflict of Interest. Augusta University institutional policy requires that persons engaged in Sponsored research must disclose potential financial conflicts of interest with such research, including certain consulting, stock ownership or other relationships with a company which Sponsors such research, and that Augusta University must take measures to eliminate or minimize any effects of such potential conflicts on the objectivity of such research. By signing

below, Principal Investigators agrees to comply with Augusta University institutional policy and requirements governing conflict of interest.

11.11 Record Retention: Augusta University agrees to retain all books, financial records and other documents relative to this Agreement for three (3) years, or as required by Federal, State or local laws, following completion or termination of the Agreement. AURI shall retain copies of all documentation.

11.12 Nondiscrimination. Neither AURI nor Sponsor shall discriminate against any person on the basis of race, national origin, religion, creed, sex, sexual orientation, age or handicaps in the performance of this Agreement.

11.13 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Sponsor and AURI have each duly executed and delivered this Agreement as of the date first written above.

Augusta Utilities


By: _____

Date: _____

Title: _____

Augusta University Research Institute, Inc.

DocuSigned by:




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By: Jason Guilbeault, MBA, CRA

Date: 3/22/2024 | 08:40:43 EDT

Title: Executive Director



Acknowledge and Agreed by PI(s):

By: Dr. Joseph Hauger, PhD

Date: 3/22/2024 | 08:31:56 EDT


Title: Professor

By: _____

Date: _____

Title: _____

DocuSigned by:



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Exhibit A

Timeline:

Summer Intern Program

Summer Interns would work between 20 May and 26 July, 2024.

Academic Year Intern Program

Academic Year Interns would work between 5 August, 2024 and 18 May, 2025.

Job Description:

Interns employed through the Augusta Utilities – Augusta University summer program will be trained on a variety of design, fabrication and electronics skills before being assigned to a research and development project of interest to the overall goals of the program. The initial training would teach basic skills that would improve the overall capability in the applied sciences. These skills would be refined during the research and development project phase of the internship under the guidance of more experienced interns as well as scientists and engineers supervising this work.

The following is a listing of skills and capabilities that we expect to be included in the initial training of each student intern:

- ☐ 3D Computer Aided Design (3D CAD)
- ☐ 3D Printing
- ☐ Basic hand tools and safety protocols
- ☐ Basic power tools and safety protocols
- ☐ Electronic circuit construction and prototyping
- ☐ Applications of fundamental electronic components including resistors, capacitors, inductors, diodes, transistors, operational amplifiers, power supplies, regulators
- ☐ Basic electronic instruments including digital multimeters and oscilloscopes.
- ☐ Design and fabrication of printed circuit boards (PCBs)
- ☐ Soldering, connecting and device construction methods.
- ☐ Microcontroller programming and selection
- ☐ Internet of things (IoT) techniques and applications
- ☐ Device interconnectivity and long-range communications via LoRaWAN
- ☐ Battery use, solar charging and low-power electronics techniques.
- ☐ Experimental fluid mechanics

Exhibit B

Augusta University Research Institute – Augusta Utilities Budget

❖ Faculty

- 2.0 summer month salary ($2 \times \$16,047 = \$32,094$)
 - 2.7 academic months (30% effort) ($2.7 \times \$16,047 = \$43,327$)
 - Summer Fringe (21%) \$6,740
 - Academic Fringe (34%) \$14,731
- Total: \$96,892

❖ Student Interns

- Summer: 10 Weeks, 40 hours, 15\$/hour rate (\$6,000 each): \$48,000 for eight students
 - Academic Year: 2 terms, 15 weeks, 5 hours weekly (\$2,250 each): \$9,000 for four students
- Total: \$57,000

❖ Supplies and Consumables

- Electronics supplies: \$5,000
 - Shop supplies (3D printing, CNC materials): \$10,000
- Total: \$15,000

❖ Equipment

- Tools: \$1,000
 - CNC: \$15,000
 - Hydraulic Flume Accessories: \$10,000
- Total: \$26,000

Direct Cost: \$194,892

Indirect Cost (31%): \$60,417

Total Project Cost: \$255,309

Certificate Of Completion

Envelope Id: 3149AFE01A5F48D595A4B963358C83A3

Status: Completed

Subject: Complete with DocuSign: Augusta Utilities - Template Sponsored Agreement draft 031824 V3.docx

Source Envelope:

Document Pages: 13

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 1

Michael Carr

AutoNav: Enabled

1120 15th Street

Envelopeld Stamping: Enabled

Augusta, GA 30912

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

MCARR2@augusta.edu

IP Address: 158.93.6.17

Record Tracking

Status: Original

Holder: Michael Carr

Location: DocuSign

3/22/2024 8:23:07 AM

MCARR2@augusta.edu

Signer Events

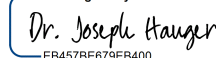
Dr. Joseph Hauger

jhauger@augusta.edu

Professor of Physics

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:



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Signature Adoption: Pre-selected Style
Using IP Address: 158.93.6.22**Timestamp**

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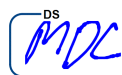
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Michael Carr

mcarr2@augusta.edu

Director, Pre-Award Services

Augusta University

Security Level: Email, Account Authentication
(None)Signature Adoption: Drawn on Device
Using IP Address: 158.93.6.17

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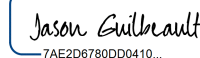
Jason Guilbeault

JGUILBEAULT@augusta.edu

AVP, DSPA

Augusta University Research Institute - 1120 15th
Street, CJ-3301 Augusta, GA 30912Security Level: Email, Account Authentication
(None)

DocuSigned by:



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Electronic Record and Signature Disclosure:

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In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Carbon Copy Events	Status	Timestamp	Item 8.
Karyn Nixon KNIXON@augusta.edu Security Level: Email, Account Authentication (None)	COPIED	Sent: 3/22/2024 8:40:44 AM Viewed: 3/25/2024 12:57:27 PM	
Electronic Record and Signature Disclosure: Not Offered via DocuSign			

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/22/2024 8:24:34 AM
Certified Delivered	Security Checked	3/22/2024 8:40:29 AM
Signing Complete	Security Checked	3/22/2024 8:40:43 AM
Completed	Security Checked	3/22/2024 8:40:44 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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CONSUMER DISCLOSURE

From time to time, Augusta University (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact Augusta University:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: swright@augusta.edu

To advise Augusta University of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at swright@augusta.edu and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Augusta University

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to swright@augusta.edu and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Augusta University

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to swright@augusta.edu and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Augusta University as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Augusta University during the course of my relationship with you.



Commission Meeting

March 19, 2024

AO EESD WM Contract Extension 2

Department:	Office of the Administrator
Presenter:	Takiyah A. Douse, Interim Administrator
Caption:	Motion to approve the Administrator's recommendation to extend the residential solid waste and recyclables collection second transition agreement between Augusta, Georgia, and Georgia Waste Systems, LLC from July 1, 2024, to December 31, 2025, for \$21.86 per house, per month. (Referred from February 27 Engineering Services Committee) (No recommendation from Engineering Services Committee March 12, 2024)
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	Approve the Administrator's recommendation to extend the residential solid waste and recyclables collection second transition agreement between Augusta, Georgia, and Georgia Waste Systems, LLC from July 1, 2024, to December 31, 2025, for \$21.86 per house, per month.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

**RESIDENTIAL SOLID WASTE AND RECYCLABLES COLLECTION
SECOND EXTENSION AGREEMENT BETWEEN
AUGUSTA, GEORGIA AND
GEORGIA WASTE SYSTEMS, LLC**

This **Second Extension Agreement** is entered into as of _____, 2024 between Augusta Georgia, a political subdivision of the state of Georgia (hereinafter “Augusta”) and Georgia Waste Systems, LLC, successor in interest to Advanced Disposal Services Augusta, LLC (“Contractor”) (hereinafter collectively referred to as the “Parties”).

WITNESSETH

WHEREAS, the Parties entered into that certain Agreement for Solid Waste and Recyclables Collection dated August 7, 2012, as previously amended in the First Amendment dated October 20, 2020 (collectively “the Agreement”);

WHEREAS, the Parties entered into an agreement on October 3rd, 2023, to extend the Agreement for a period of up to six (6) months to terminate on June 30, 2024 (“Termination Date”);

WHEREAS, the Parties now desire to extend the Agreement for another period of eighteen (18) months beyond the Termination Date, as well as amend certain other terms of the Agreement as set forth below, in order to ensure continuity of services to Augusta citizens.

WHEREAS, the Parties agree to the following terms and conditions and expressly agree that if any of the following terms and conditions conflict with any of the terms and conditions of the Agreement, then notwithstanding any term in the Agreement, the following terms and conditions govern and control the rights and obligations of the Parties.

NOW THEREFORE, in consideration of the mutual premises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, each intending to be legally bound, do hereby agree to amend the Agreement as follows:

1. The Term of the Agreement is hereby extended for an additional eighteen (18) months beginning July 1, 2024 and terminating December 31, 2025 (hereinafter the “Second Transition Period”).

2. Extension Compensation. Augusta agrees to pay Contractor an *additional* \$2.56 per home, per month, increase during the Second Transition Period. For clarity, the new rate during the Second Transition Period shall be \$21.86 per home per month.
3. Damages/Fines. Augusta agrees to eliminate all Damages or Fines against Contractor during the Second Transition Period.
4. Except as set forth herein, all terms and conditions contained in the Agreement shall remain in full force and effect and be binding upon the Parties thereto.
5. This Second Extension Agreement is hereby incorporated into the Agreement and made a part thereof. Together, the Agreement, any Amendments, and any Extension Agreements contain the entire agreement between the Parties as to the matters contained therein.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto have set their hands as of this _____ day of _____, 2024.

AUGUSTA, GEORGIA

By: _____

Attest

Its: _____

GEORGIA WASTE SYSTEMS, LLC

By: _____

Attest

Print Name: _____



Engineering Services Committee Meeting

Meeting Date: 4/30/2024

Augusta Corporate Park Utility Extension

Department:	Utilities Department
Presenter:	Wes Byne, Director
Caption:	Approve Bid #24-173 for the Augusta Corporate Park Utility Extension to Gearig Civilworks, LLC and approve AUD Director or designee to execute all documents required to ensure EDA compliance.
Background:	This Project will consist of the installation of new water and sewer lines for the new businesses that are planning to build and currently building within the Corporate Park. The new water and sewer lines will meet the current demands that are needed for these businesses.
Analysis:	Cranston Engineering Group and Augusta Utilities Department have reviewed the bid submitted by Gearig Civilworks, LLC. The bid for construction services was deemed to be fair and reasonable by Augusta Utilities Department.
Financial Impact:	We have reviewed the bid from Gearig Civilworks, LLC and found it to be reasonable. Funding in the amount of \$2,851,348.51 is available from accounts: G/L:507043490-5425410; J/L: 82300030-5425410
Alternatives:	No alternatives are recommended.
Recommendation:	Augusta Utilities Department recommends the Commission approve the Construction Services to Gearig Civilworks, LLC in the amount of \$2,851,348.51 for the Augusta Corporate Park Utility Extension.
Funds are available in the following accounts:	Funds are available in the following accounts: G/L:507043490-5425410; J/L: 82300030-5425410
<u>REVIEWED AND APPROVED BY:</u>	N/A

Invitation to Bid

Sealed bids will be received at this office until **Tuesday, April 9, 2024 @ 3:00 p.m.** via ZOOM Meeting ID: 839 1582 3620;

Passcode: 24173 for furnishing:

Bid Item #24-173 Augusta Corporate Park Utility Extension for Augusta, GA – Utilities Department

Bids will be received by Augusta, GA Commission hereinafter referred to as the OWNER at the offices of:

Gerri A. Sams, Director
Augusta Procurement Department
535 Telfair Street - Room 605
Augusta, Georgia 30901

Bid documents may be examined at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Room 605, Augusta, GA 30901 (706-821-2422). Plans and specifications for the project shall be obtained by all prime contractors, subcontractors, and suppliers exclusively from ARC Southern. **The fees for the plans and specifications which are non-refundable are \$175.00.**

It is the wish of the Owner that all businesses are given the opportunity to submit on this project. To facilitate this policy the Owner is providing the opportunity to view plans online (www.e-arc.com) at no charge through **ARC Southern (706 821-0405)** beginning **Thursday, February 29, 2024**. Bidders are cautioned that submitting a package without Procurement of a complete set are likely to overlook issues of construction phasing, delivery of goods or services, or coordination with other work that is material to the successful completion of the project. Bidders are cautioned that acquisition of documents through any other source is not advisable. Acquisition of documents from unauthorized sources places the bidder at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

Pre-Bid Conference will be held on Monday, March 25, 2024 @ 11:00 a.m. Via Zoom – Meeting ID: 849 0708 6168; Passcode: 24173. Optional site visit on Tuesday, March 26, 2024 @ 10:00 a.m. Please contact Tate Horton at (762) 685-8504 if you plan to attend.

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Wednesday, March 27, 2024 @ 5:00 P.M. No bid will be accepted by fax or email, all must be received by mail or hand delivered.

No bid may be withdrawn for a period of ninety (90) days after BIDs have been opened, pending the execution of contract with the successful vendor. **A 10% Bid bond is required to be submitted along with the bidders' qualifications. A 100% performance bond and a 100% payment bond will be required for award.**

Invitation for bids and specifications. An invitation for bids shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions applicable to the procurement. **All specific requirements contained in the invitation to bid including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waiveable or modifiable by the Procurement Director.** All requests to waive or modify any such material condition shall be submitted through the Procurement Director to the appropriate committee of the Augusta, Georgia Commission for approval by the Augusta, Georgia Commission. Please mark the BID number on the outside of the envelope.

GEORGIA E-Verify and Public Contracts: The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over \$2,499 in value to enroll in E-Verify, **regardless of the number of employees.** They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the contractor affidavit as part of the requirement for their bid to be considered.

Bidders are cautioned that acquisition of BID documents through any source other than the office of the Procurement Department is not advisable. Acquisition of BID documents from unauthorized sources placed the bidder at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

Correspondence must be submitted via mail, fax or email as follows:

Augusta Procurement Department
Attn: Gerri A. Sams, Director of Procurement
535 Telfair Street, Room 605
Augusta, GA 30901
Fax: 706-821-2811 or Email: procbidandcontract@augustaga.gov

No bid will be accepted by fax or email, all must be received by mail or hand delivered.

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle February 29, 2024 and March 7, 14, 21, 2024
Metro Courier February 29, 2024

Revised: 2/19/2016



**Bid Opening: Bid Item #24-173 Augusta Corporate Park Utility Extension
for Augusta, GA – Utilities Department
Bid Date: Tuesday April 9, 2024 @3:00 p.m. via ZOOM**

Total Number Specifications Mailed Out: 21
Total Number Specifications Download (Demandstar): 6
Total Electronic Notifications (Demandstar): 403
Georgia Procurement Registry:
Pre-Proposal Conference Attendees:15
Total Packages Submitted: 3
Total Noncompliant:0

Vendors	Attachment "B"	Addendum 1	E-Verify Number	SAVE Form	Bid Bond	Bid Total	Compliance Goal
Tri-Star Contractors, Inc. 587 Cherry Ave North Augusta, SC 29841	YES	YES	410842	YES	YES	\$4,522,970.00	YES
Blair Construction, Inc. 4308 Evans To Locks Rd Evans, GA 30809	YES	YES	224004	YES	YES	\$2,934,731.49	YES
Gearig 322 Grimaude Blvd. Grovetown, GA 30813	YES	YES	226337	YES	YES	\$2,851,348.51	YES

**UTILITIES DEPARTMENT**


Wes Byne, P.E.
Director

Chad Hendrix, P.E.
Assistant Director

MEMO

DATE: April 17, 2024

TO: Geri Sams, Director, Procurement Department

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

FROM: Tate Horton, Construction Engineer

SUBJECT: Bid Item #24-173
Augusta Corporate Park Utility Extension
Recommendation of Award

AUD has reviewed the bid tabulation and submittals received for the above referenced project. We agree with Cranston Engineering Group, PC., that Gearig Civilworks, LLC is the lowest responsive bidder.

Gearig Civilworks, LLC calculated bid price of \$2,851,348.51 is within the engineer's construction cost estimate. AUD finds this bid price to be acceptable and has the funds available to complete this project.

I concur with the recommended award of Bid Item #24-173 to the lowest responsive bidder, Gearig Civilworks, LLC in the amount of \$2,851,348.51.

cc: Chad Hendrix, P.E. 



CRANSTON

CranstonEngineering.com

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

April 18, 2024

Mr. Tate Horton
Augusta Utilities Department
452 Walker Street, Suite 200
Augusta, Georgia 30901

Re: Augusta Corporate Park Utility Extension
CEG File No. 2016-0092

Dear Mr. Horton:

Please find enclosed a tabulation of the three bids received from your office for the Augusta Corporate Park Utility Extension. The public bid opening for this project was conducted on Tuesday, April 9, 2024. The bid unit prices and stated quantities were extended and totaled, and all bids are correctly computed. The three base bids are noted below:

1. Gearig Civilworks, LLC
2. Blair Construction, Inc
3. Tri-Star Contractors, Inc

We recommend that the contract for the project be awarded to the lowest base bidder, **Gearig Civilworks, LLC** in the amount of **\$2,851,348.51**. Please advise us of the action of the Council or from your staff, on this recommendation, and if additional advisement if needed to complete the bid process review.

Sincerely,

CRANSTON LLC

Tom Dunaway, P.E., MBA

WPM/wpm
enclosure

cc:

AUGUSTA CORPORATE PARK UTILITY EXTENSION - BID TABULATION			
S-21B	SANITARY SEWER LIFT STATION - ELECTRICAL	1	EA
S-22	2" SANITARY SEWER AIR RELEASE VALVE, INCLD. 48" DIA. PRECAST CONCRETE MANHOLE, INSTALLED COMPLETE	5	EA
P-8	6"X24" CONCRETE CURB & GUTTER TYPE 2	185	LF
P-12	GRADED AGGREGATE BASE COURSE, 8" TK.	1,000	SY
P-13A	19MM SUPERPAVE ASPHALT, 3" TK.	1,000	SY
P-13B	12.5MM SUPERPAVE ASPHALT, 2" TK.	1,000	SY
P-14	CONCRETE PAVEMENT, 3000 PSI, 8" TK.	55	SY
P-15	AGGREGATE SURFACE COURSE - LIFT STATION SITE	500	SY
M-1	FLOWABLE FILL	10	CY
M-2	3,000 PSI CONCRETE	20	CY
M-4	SELECT BACKFILL MATERIAL; GDOT STD. SPECIFICATION SECTION 810	400	TON
M-5	CLEARING AND GRUBBING	9	AC
M-6A	NEW CHAIN LINK FENCE, PVC COATED, 6' HT. W/ 3 STRAND BARBED WIRE	330	FT
M-6B	NEW CHAIN LINK SLIDE GATE, PVC COATED, 6' HT. W/ 3 STRAND BARBED WIRE	30	FT
M-8	FOUNDATION BACKFILL, GDOT TYPE II	1,300	CY
M-9A	STORM SEWER PIPE, 18" RCP (CLASS 3) W/ O-RING GASKET	291	LF
M-9B	STORM SEWER PIPE, 24" RCP (CLASS 3) W/ O-RING GASKET	100	LF
M-9C	STORM SEWER STRUCTURE, DROP INLET (GDOT 1019 A W/ WEIR)	6	EA
M-10A	STORM SEWER STRUCTURE, CATCH BASIN (GDOT 1034D)	1	EA
M-10B	STORM SEWER STRUCTURE, FLARED END SECTION (GDOT 1120)	1	EA
M-11	RIP-RAP, GDOT TYPE I, 18" TK., INCLD. NON-WOVEN GEOTEXTILE	900	SY
M-12	JUTE MESH EROSION CONTROL MATTING	1,000	SY
LS- 1	MOBILIZATION / DEMOBILIZATION	1	LS
LS- 2	BONDS AND INSURANCE	1	LS
LS-3	TEMPORARY EROSION AND SEDIMENT CONTROL	1	LS
LS-5	PERMANENT GRASSING	1	LS
LS-6	AS-BUILT SURVEY	1	LS
LS-7	OWNER'S ALLOWANCE	1	LS
LS-9	GRADING COMPLETE (GDOT STD. SPEC. SECTION 210)	1	LS

Gearig	
\$ 169,402.47	\$ 169,402.47
\$ 6,633.39	\$ 33,166.95
\$ 53.44	\$ 9,886.40
\$ 42.76	\$ 42,760.00
\$ 41.78	\$ 41,780.00
\$ 27.85	\$ 27,850.00
\$ 64.79	\$ 3,563.45
\$ 18.90	\$ 9,450.00
\$ 321.03	\$ 3,210.30
\$ 444.20	\$ 8,884.00
\$ 21.72	\$ 8,688.00
\$ 14,870.11	\$ 133,830.99
\$ 42.33	\$ 13,968.90
\$ 541.60	\$ 16,248.00
\$ 29.75	\$ 38,675.00
\$ 97.83	\$ 28,468.53
\$ 124.03	\$ 12,403.00
\$ 6,999.72	\$ 41,998.32
\$ 7,280.88	\$ 7,280.88
\$ 2,764.78	\$ 2,764.78
\$ 64.72	\$ 58,248.00
\$ 1.52	\$ 1,520.00
\$ 27,023.22	\$ 27,023.22
\$ 63,280.00	\$ 63,280.00
\$ 176,194.74	\$ 176,194.74
\$ 26,287.04	\$ 26,287.04
\$ 4,157.97	\$ 4,157.97
\$ -	\$ -
\$ 31,810.65	\$ 31,810.65
TOTAL BID	\$ 2,851,348.51

Blair	
\$ 183,536.35	\$ 183,536.35
\$ 13,636.74	\$ 68,183.70
\$ 36.00	\$ 6,660.00
\$ 37.23	\$ 37,230.00
\$ 43.01	\$ 43,010.00
\$ 28.67	\$ 28,670.00
\$ 122.16	\$ 6,718.80
\$ 23.83	\$ 11,915.00
\$ 183.08	\$ 1,830.80
\$ 208.61	\$ 4,172.20
\$ 23.99	\$ 9,596.00
\$ 2,370.00	\$ 21,330.00
\$ 52.56	\$ 17,344.80
\$ 197.49	\$ 5,924.70
\$ 50.13	\$ 65,169.00
\$ 90.37	\$ 26,297.67
\$ 114.00	\$ 11,400.00
\$ 5,971.01	\$ 35,826.06
\$ 4,245.85	\$ 4,245.85
\$ 2,892.58	\$ 2,892.58
\$ 48.06	\$ 43,254.00
\$ 2.96	\$ 2,960.00
\$ 39,486.57	\$ 39,486.57
\$ 45,959.04	\$ 45,959.04
\$ 123,212.74	\$ 123,212.74
\$ 12,087.00	\$ 12,087.00
\$ 17,775.00	\$ 17,775.00
\$ 250,000.00	\$ 250,000.00
\$ 114,500.62	\$ 114,500.62
TOTAL BID	\$ 2,934,731.49

TriStar	
\$ 378,000.00	\$ 378,000.00
\$ 16,000.00	\$ 80,000.00
\$ 40.00	\$ 7,400.00
\$ 35.00	\$ 35,000.00
\$ 45.00	\$ 45,000.00
\$ 35.00	\$ 35,000.00
\$ 85.00	\$ 4,675.00
\$ 50.00	\$ 25,000.00
\$ 200.00	\$ 2,000.00
\$ 225.00	\$ 4,500.00
\$ 25.00	\$ 10,000.00
\$ 9,500.00	\$ 85,500.00
\$ 73.00	\$ 24,090.00
\$ 400.00	\$ 12,000.00
\$ 30.00	\$ 39,000.00
\$ 89.00	\$ 25,899.00
\$ 118.00	\$ 11,800.00
\$ 6,900.00	\$ 41,400.00
\$ 9,900.00	\$ 9,900.00
\$ 1,900.00	\$ 1,900.00
\$ 50.00	\$ 45,000.00
\$ 35.00	\$ 35,000.00
\$ 52,000.00	\$ 52,000.00
\$ 65,000.00	\$ 65,000.00
\$ 25,000.00	\$ 25,000.00
\$ 40,000.00	\$ 40,000.00
\$ 35,000.00	\$ 35,000.00
\$ -	\$ -
\$ 45,000.00	\$ 45,000.00
TOTAL BID	\$ 4,522,970.00

ALTERNATE #1 - WATER MAIN MATERIAL.

DELETE			
W-1A	12" DIP, CLASS 350, STANDARD JOINT	4,065	LF
W-2A	12" DIP, CLASS 350, RESTRAINED JOINT	1,518	LF
ADD			
W-1C	12" C900, CLASS 200 PVC, STANDARD JOINT	4,065	LF
W-2C	12" C900, CLASS 200 PVC, RESTRAINED JOINT	1,518	LF

\$ (91.66)	\$ (372,597.90)
\$ (111.21)	\$ (168,816.78)
\$ 80.82	\$ 328,533.30
\$ 101.73	\$ 154,426.14
TOTAL BID WITH ALT 1	\$ 2,792,893.27

\$ (82.52)	\$ (335,443.80)
\$ (92.69)	\$ (140,703.42)
\$ 71.56	\$ 290,891.40
\$ 98.61	\$ 149,689.98
TOTAL BID WITH ALT 1	\$ 2,899,165.65

\$ (135.00)	\$ (548,775.00)
\$ (150.00)	\$ (227,700.00)
\$ 132.00	\$ 536,580.00
\$ 149.00	\$ 226,182.00
TOTAL BID WITH ALT 1	\$ 4,509,257.00



Compliance Department

Phyllis Johnson
Compliance Director

MEMORANDUM

To: Wes Byne, Director, Utilities Department
Geri Sams, Director, Procurement Department

From: Phyllis Johnson, Director, Compliance Department *PJ*

Date: April 10, 2024

Subject: Bid Item # 24-173 – Augusta Corporate Park Utility Extension Project

☒ This Bidder/Offeror **IS** eligible for award. ☐ This Bidder/Offeror **IS NOT** eligible for award.

This memo is to transmit the review and concurrence of responsiveness and compliance by the bidder/offeror, **Gearig Civilworks, LLC**. **In a special review**, the Augusta, Georgia Compliance Department DBE Division has reviewed the "M/WBE" documents, to comply with 49 CFR Part 60-4, enforcing all "M/WBE" requirements, requiring contractor(s) to meet the M/WBE Goal, **as set by EDA**, or provide evidence of completing good faith efforts on federally funded EDA-assisted contracts.

The goal established by EDA for Bid Item # 24-173 – Augusta Corporate Park Utility Extension Project for Augusta, Georgia, is **27.2% Minority Participation** and **6.9% Female Participation**.

The bidder/offeror has committed to a minimum of **6.35% minority participation** and **6.9% female participation**, and did submit the required forms, is responsive, and has satisfied the good faith efforts.

This bidder/offeror is eligible for award.

Should this bidder/offeror be selected for this Bid, upon award, the Utilities Department, will monitor the Contractor monthly to help ensure that they meet or exceed their committed goal for this project.

Should you have questions, please contact me at (706) 826-1325.



Compliance Department

Phyllis Johnson
Compliance Director

MEMORANDUM

To: Wes Byne, Director, Utilities Department
Geri Sams, Director, Procurement Department

From: Phyllis Johnson, Director, Compliance Department *PJ*

Date: April 10, 2024

Subject: Bid Item # 24-173 – Augusta Corporate Park Utility Extension Project

☒ This Bidder/Offeror **IS** eligible for award. ☐ This Bidder/Offeror **IS NOT** eligible for award.

This memo is to transmit the review and concurrence of responsiveness and compliance by the bidder/offeror, **Blair Construction, Inc.** In a special review, the Augusta, Georgia Compliance Department DBE Division has reviewed the "M/WBE" documents, to comply with 49 CFR Part 60-4, enforcing all "M/WBE" requirements, requiring contractor(s) to meet the M/WBE Goal, as set by EDA, or provide evidence of completing good faith efforts on federally funded EDA-assisted contracts.

The goal established by EDA for Bid Item # 24-173 – Augusta Corporate Park Utility Extension Project for Augusta, Georgia, is **27.2% Minority Participation** and **6.9% Female Participation**.

The bidder/offeror has committed to a minimum of **9% minority participation** and **4% female participation**, and did submit the required forms, is responsive, and has satisfied the good faith efforts.

This bidder/offeror is eligible for award.

Should this bidder/offeror be selected for this Bid, upon award, the Utilities Department, will monitor the Contractor on a monthly basis to help ensure that they meet or exceed their committed goal for this project.

Should you have questions, please contact me at (706) 826-1325.



Compliance Department

Phyllis Johnson
Compliance Director

MEMORANDUM

To: Wes Byne, Director, Utilities Department
Geri Sams, Director, Procurement Department

From: Phyllis Johnson, Director, Compliance Department *pg*

Date: April 10, 2024

Subject: Bid Item # 24-173 – Augusta Corporate Park Utility Extension Project

☒ This Bidder/Offeror **IS** eligible for award. ☐ This Bidder/Offeror **IS NOT** eligible for award.

This memo is to transmit the review and concurrence of responsiveness and compliance by the bidder/offeror, **Tri-Star Contractors, Inc.** **In a special review**, the Augusta, Georgia Compliance Department DBE Division has reviewed the "M/WBE" documents, to comply with 49 CFR Part 60-4, enforcing all "M/WBE" requirements, requiring contractor(s) to meet the M/WBE Goal, **as set by EDA**, or provide evidence of completing good faith efforts on federally funded EDA-assisted contracts.

The goal established by EDA for Bid Item # 24-173 – Augusta Corporate Park Utility Extension Project for Augusta, Georgia, is **27.2% Minority Participation** and **6.9% Female Participation**.

The bidder/offeror has committed to a minimum of **2.0357%** minority participation and **1.5399%** female participation, and did submit the required forms, is responsive, and has satisfied the good faith efforts.

This bidder/offeror is eligible for award.

Should this bidder/offeror be selected for this Bid, upon award, the Utilities Department, will monitor the Contractor monthly to help ensure that they meet or exceed their committed goal for this project.

Should you have questions, please contact me at (706) 826-1325.

**GEARIG CIVILWORKS
322 GRIMAUDE BLVD.
GROVETOWN GA 30813
ATTN: TRAVIS GEARIG**

**BLAIR CONSTRUCTION
4308 EVANS TO LOCKS RD. BOX 770
EVANS GA 30809
ATTN: ROY MUTTIMER**

**TRI STAR CONTRACTORS
47 LEGACY LANE
EDGEFIELD, SC 29284**

**Wes Byne
Utilities Department**

**Tate Horton
Utilities Department**

**Phyllis Johnson
Compliance**

**Addendum 1 BID Item# 24-173
AUGUSTA CORPORATE PARK UTILITY
EXTENSION
FOR AUGUSTA- UTILITIES DEPARTMENT
BID DUE 4/9/2024 @ 3:00 P.M.**

**Addendum 1 BID Item# 24-173
AUGUSTA CORPORATE PARK UTILITY
EXTENSION
FOR AUGUSTA- UTILITIES DEPARTMENT
BID MAILED: 04/01/2024**

Tywanna Scott

From: bidnotice.donotreply@doas.ga.gov
Sent: Friday, March 1, 2024 9:32 AM
To: Tywanna Scott
Subject: [EXTERNAL] Confirmation of the Event Batch Email process - PE-72155-NONST-2024-000000039

Dear Tywanna Scott,
tscott@augustaga.gov

Please review the particulars of an event for 72155-AUGUSTA, CITY OF furnished below.

Event Number: PE-72155-NONST-2024-000000039
Event Title: 24-173 Augusta Corporate Park Utility Extension
Event Type: Non-State Agency

Process Log

2024/03/01 09:26:07 : Log starts for - 9072738 - EVENT_RELEASE_TO_SUPL
2024/03/01 09:26:10 : Email Process Log for the Event#: PE-72155-NONST-2024-000000039
2024/03/01 09:26:10 : Email Batch# 2403016559
2024/03/01 09:26:10 : Notification Type: EVENT_RELEASE_TO_SUPL
2024/03/01 09:27:22 : Bad Email not sent to pcannady of CONTINENTAL CONSTRUCTION COMPANY INC
2024/03/01 09:27:22 : Bad Email not sent to rhorton of CONTINENTAL CONSTRUCTION COMPANY INC
2024/03/01 09:32:28 : Total No of Contacts found for sending Email: 1087
2024/03/01 09:32:28 : No of Email(s) not sent due to Bad Email Address: 2

The sourcing event can be reviewed at:
<https://ssl.doas.state.ga.us/gpr/eventDetails?eSourceNumber=PE-72155-NONST-2024-000000039&sourceSystemType=gpr20>

03/01/2024 09:32:28 AM

[NOTICE: This message originated outside of the City of Augusta's mail system -- **DO NOT CLICK** on links, open **attachments** or respond to **requests for information** unless you are sure the content is safe.]

Planholders

[Add Supplier](#)[Export To Excel](#)

Supplier (6)

Supplier 

Download Date

Dodge Data

03/01/2024

Garney Companies, Inc.

03/03/2024

Innovative Pipeline Systems

03/16/2024

mcclam and associates inc

03/01/2024

Onvia, Inc. - Content Department

03/01/2024

Smart Lighting Solutions

03/01/2024

[Add Supplier](#)

Supplier Details

Supplier Name	Dodge Data
Contact Name	Bonny Mangold
Address	4300 Beltway Place, Ste 150 , Arlington, TX 76018
Email	dodge.docs@construction.com
Phone Number	413-376-7032

Documents

Filename	Type	Action
24-173_ITB	Bid Document / Specifications	View History

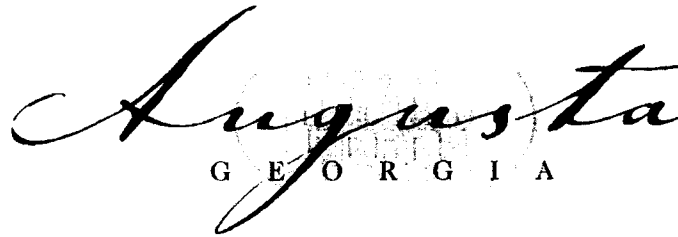


Engineering Services Committee

April 30, 2024

Minutes

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve the minutes of the Engineering Services Committee held on March 26, 2024.
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



ENGINEERING SERVICES COMMITTEE MEETING MINUTES

Commission Chamber
Tuesday, March 26, 2024
1:05 PM

ENGINEERING SERVICES

PRESENT

Mayor Garnett Johnson
Commissioner Alvin Mason
Commissioner Catherine Smith-McKnight
Commissioner Tony Lewis

ABSENT

Commissioner Brandon Garrett

1. Approve dedication of Water and Sanitary Sewer for Laurel Park, Phase II.

Motion to approve.

Motion made by Smith-McKnight, Seconded by Lewis.

Voting Yea: Mason, Smith-McKnight, Lewis

Motion carries 3-0.

2. Approve Dedication of Water and Sanitary Sewer from Gun Club Investors commercial subdivision and Dedication of Sanitary Sewer from Rush Trucking.

Motion to approve.

Motion made by Smith-McKnight, Seconded by Lewis.

Voting Yea: Mason, Smith-McKnight, Lewis

Motion carries 3-0.

3. Motion to approve the Administrator's recommendation to extend the residential solid waste and recyclables collection second transition agreement between Augusta, Georgia, and Georgia Waste Systems, LLC from July 1, 2024, to December 31, 2025, for \$21.86 per house, per month. **(Referred from March 19 Commission Meeting)**

Motion to refer this item to the next committee meeting.

Motion made by Smith-McKnight, Seconded by Lewis.

Voting Yea: Mason, Smith-McKnight, Lewis

Motion carries 3-0.

4. Motion to approve the minutes of the Engineering Services Committee held on March 12, 2024.

Motion to approve.

Motion made by Smith-McKnight, Seconded by Lewis.

Voting Yea: Mason, Smith-McKnight, Lewis

Motion carries 3-0.