



ENGINEERING SERVICES COMMITTEE MEETING AGENDA

Commission Chamber

Tuesday, August 29, 2023

1:05 PM

ENGINEERING SERVICES

- 1.** Approve funding in the amount of \$1,283,905.00 for Atlas Technical Consultants LLC (Atlas) Supplemental Agreement #1 for Task Order Two (TO2) for Willis Foreman Road Improvements Project Right of Way Acquisition under On-Call Property Appraisal and Acquisition for Augusta Engineering contract. Requested by Engineering. RFP 22-147 – 23ENG146
- 2.** Authorize and approve construction of street lights for Windsor Spring Road Corridor between Meadowbrook Dr. & Crosscreek Rd. Also, Approve and Authorize allocating \$600,000 from Street Lighting Program ARPA designated funds to the streetlights construction. Requested by Engineering.
- 3.** Approve proposal from Cranston Engineering Group, P.C. to provide additional engineering services to the sewer design for the Augusta Corporate Park Utility Extension.
- 4.** Approve a professional services contract with Ardurra Group for the Hicks Water Treatment Plant Filter 4 Rehabilitation project (RFQ18-132).
- 5.** Approve sole source contract with Kleinschmidt Associates to provide the Federal Energy Regulatory Commission's mandated Part 12D Independent Consultant Safety Inspection of the Augusta Canal in the amount of \$85,000.
- 6.** Motion to approve the minutes of the Engineering Services Committee held on August 8, 2023.



Commission Meeting

Meeting Date: September 5, 2023

Willis Foreman Road Improvements Project

(Deans Bridge Rd. to Peach Orchard Rd)

Right of Way Acquisition

GDOT PI # 0013703

File Reference: 23 – 014(A)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve funding in the amount of \$1,283,905.00 for Atlas Technical Consultants LLC (Atlas) Supplemental Agreement #1 for Task Order Two (TO2) for Willis Foreman Road Improvements Project Right of Way Acquisition under On-Call Property Appraisal and Acquisition for Augusta Engineering contract. Requested by Engineering. RFP 22-147 – 23ENG146
Background:	Willis Foreman Road project is listed in the Transportation Improvement Program (TIP). Willis Foreman Road is a two-way rural collector with a total of two through lanes. The proposed project provides connectivity between two urban major arterials (US 1 and US 25). The purpose of this project is to improve traffic flow and public safety and minimize traffic congestion by increasing the capacity and providing improvements along Willis Foreman Road between SR4/US1 and SR121/US25. Project Improvements concept includes widening to three lanes roadway section and turn lanes as needed, widening the bridge over Spirit Creek (if needed), major intersection improvements and adding curb and gutter, sidewalks and streetlights The project is included in Augusta Metropolitan Planning Organization (MPO) Transportation Improvement Plan (TIP) as funded by federal funds with 20% local match.
Analysis:	GDOT issued the Project ROW Acquisition NTP on May 15, 2023 and set schedule for its completion. 240 parcels needs to be appraised and needed right of way / easements acquired. Since federal funds are involved, right of acquisition must be performed by GDOT prequalified consultant in this classification. Atlas is GDOT prequalified and under contract providing these services to Augusta Engineering for Willis Foreman project under RFP 22-147 Task Order One (TO1). Task Order Two (TO2) is a supplemental agreement for continuity of TO1. TO2 is needed for completion of required

right of way/easements. Timely completion of right of way phase is critical to retain project federal construction funds.

- Financial Impact:** Funds in amount of \$1,283,905 available in project federal funds (Y230 funds).
- Alternatives:** Do not approve and abandon the project.
- Recommendation:** Approve funding in the amount of \$1,283,905.00 for Atlas Technical Consultants LLC (Atlas) Task Order Two (TO2) for Willis Foreman Road Improvements Project Right of Way Acquisition under On-Call Property Appraisal and Acquisition for Augusta Engineering contract. Requested by Engineering. RFP 22-147
- Funds are available in the following accounts:** (\$1,283,905.00) 340-041110-52.12115 / TP1809005-52.12115 - Willis Foreman Federal ROW Funds (Y230 Funds)
- REVIEWED AND APPROVED BY:** HM/SR

AUGUSTA, GEORGIA
ENGINEERING & ENVIRONMENTAL SVCS DEPARTMENT
SUPPLEMENTAL AGREEMENT

Item 1.

Augusta Richmond County Project Number(s):	340-041110- TP1809005
Supplemental Agreement Number:	1
Purchase Order Number:	23ENG146

WHEREAS, We, **Atlas Technical Consultants**, entered into a contract with Augusta, Georgia on June 07, 2022, for Engineering Services for the **Willis Foreman Improvements project**, Project No. 340-041110-TP1809005, RFP 22-147, and

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

Additional On-Call Property Appraisals & Acquisitions for the Willis Foreman Rd ROW

It is agreed that as a result of the above described modification the contract amount is increased by **\$1,283,905.00** from **\$348,910.00** to a new total of **\$1,632,815.00.**

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, **Atlas Technical Consultants**, hereby agree to said Supplemental Agreement consisting of the above mentioned items and prices, 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.

This _____ day of _____, 2023.

RECOMMEND FOR APPROVAL:

CITY OF AUGUSTA, GEORGIA

ATLAS TECHNICAL CONSULTANTS

Honorable Garnett L. Johnson, Mayor

Approved: Date _____

Approved: Date _____
[ATTACHED CORPORATE SEAL]

ATTEST:

ATTEST:

Title: _____

Title: _____

The following proposed fees by Atlas Technical Consultants, LLC will provide certain Right of Way services needed to deliver the subject project from the Notice to Proceed by The City of Augusta to Right of Way certification of the project.

FEE SCHEDULE

Date: April 18, 2023

PROJECT DESCRIPTION: Willis Foreman Rd. Augusta, GA PI # 0013703

Titles: (Includes Preliminary

And Required Updates)	242 @ \$ 500.00	\$121,000.00
Septic Cost to Cure Inspection Reports	35 @ \$3,450.00	\$120,750.00
Septic Cost to Cure Reports (As Applicable)	35 @ \$1,725.00	\$ 60,375.00
Parking Cost to Cure Reports	2 @ \$3,450.00	\$ 6,900.00
Fencing Cost to Cure Reports	5 @ \$3,450.00	\$ 17,250.00
Sign Reports	11 @ \$ 700.00	\$ 7,700.00
Appraisals 388C	41 @ \$2,100.00	\$ 86,100.00
Appraisals 338N	51 @ \$3,400.00	\$173,400.00
Negotiations (Including Offer Doc Preparation)	242 @ \$3,000.00	\$726,000.00
Relocation Negotiations (As Applicable)	1 @ \$4,000.00	\$ 4,000.00
Relocation Package Prep (As Applicable)	1 @ \$2,000.00	\$ 2,000.00
*1 Closing Docs or Condemnation File Prep	242 @ \$ 500.00	\$121,000.00
Closing & Document Recording	242 @ \$ 200.00	\$ 48,400.00
Project Management	242 @ \$ 570.00	\$137,940.00

Total \$1,632,815.00**

****NOTES:**

TO1=\$348,910 & TO2=\$1,283,905

1. Closing documents will consist of the Deed, Easement, Legal Description, Plats, IRS Reporting Form, Property Owner's Affidavit and Owner Contact Information
2. Closing and condemnation packages will be provided to designated City of Augusta Attorney as requested.
3. Any unsuccessful NFS negotiations will be re-negotiated, after being appraised, at 50% of the original negotiation fee.
4. Any title work, cost to cure or appraisal work performed for parcels removed from the plans will be billed at the rates specified above if work is performed before the parcel is removed. Negotiations will be billed at the rate specified above if the offer is made before the parcel is removed from the plans.
5. Any additional appraisals will be completed at the rates specified above.
6. Any other additional work performed will be completed at the rates specified above or as noted in the current On Call Property Appraisal & Acquisition Professional Services Contract, dated 3/11/2022.

Signed _____ Date _____
CITY OF AUGUSTA, GEORGIA

Signed _____ Date _____
ATLAS TECHNICAL CONSULTANTS, LLC FKA
MORELAND ALTABELLI ASSOCIATES, LLC



Commission Meeting

Meeting Date: September 5, 2023

Roadway Lighting for Public Safety

Windsor Spring Rd (Meadowbrook Dr. to Crosscreek Rd.)

File Reference: 23 – 014(A)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Authorize and approve construction of street lights for Windsor Spring Road Corridor between Meadowbrook Dr. & Crosscreek Rd. Also, Approve and Authorize allocating \$600,000 from Street Lighting Program ARPA designated funds to the streetlights construction. Requested by Engineering.
Background:	<p>This is a roadway safety lighting project. Windsor Spring is one of the busy corridors and is experiencing new residential & commercial growth. However, this road segment between Meadowbrook Drive and Crosscreek Road has no lighting. It will be coordinated project between Augusta Engineering and Georgia Power. It is estimated that Georgia Power will install up to 55 streetlights along the Windsor Spring corridor subject segment. Once construction is completed, improvements are transitioned to Georgia Power for its operation and maintenance (O & M).</p>
Analysis:	<p>Augusta Commission, in the FY2022 Budget, approved allocating \$6,000,000.00 ARPA funds to street lighting improvements under Light Up Augusta initiative. Approval distributed funds utilization/obligation over FY2021 through FY2024 budgeted period. Remaining street lighting allocated unobligated balance should be around \$2,556,560.00. Windsor Spring Road Segment between Meadowbrook Drive & Crosscreek Road Lighting construction estimated cost is around \$600,000.00. To complete this segment street lighting, Augusta Engineering needs funds and requesting utilizing \$600,000.00 from street lighting ARPA allocated available balance.</p>
Financial Impact:	No additional impact.
Alternatives:	Explore & identify alternate funding source.
Recommendation:	<p>Authorize and approve construction of streetlights for Windsor Spring Road Corridor between Meadowbrook Dr. & Crosscreek Rd. Also, Approve and Authorize allocating \$600,000 from Street Lighting Program ARPA designated funds to the streetlights construction. Requested by Engineering</p>

Funds are available in (\$600,000) 230 000000-5312310 - ARP Streetlighting Allocation Funds
the following accounts:

REVIEWED AND HM/SR
APPROVED BY:



Engineering Services Committee Meeting

Meeting Date: 8/29/2023

Augusta Corporate Park Utility Extension

Department:	Utilities Department
Presenter:	Wes Byne, Director
Caption:	To Approve proposal from Cranston Engineering Group, P.C. to provide additional engineering services to the sewer design for the Augusta Corporate Park Utility Extension.
Background:	Augusta Corporate Park infrastructure is being expanded for industrial development. As part of the expansion, the Utilities Department will construct new water and sanitary sewer mains. Due to unexpected increase for sewer capacity in the park, Cranston Engineering Group needs to modify the existing sewer plans.
Analysis:	Cranston Engineering Group has provided a fee to perform these design services that was deemed to be fair and reasonable.
Financial Impact:	Cranston Engineering submitted a proposal fee in the amount of \$28,215.00. Funds are available from the following account: 507043490-5212115 / 82100130-5212115
Alternatives:	AUD recommend approval for Cranston Engineering Group to perform the additional engineering services for the Augusta Corporate Park Utility Extension for the proposal fee of \$28,215.00.
Recommendation:	AUD recommend approval for Cranston Engineering Group to perform the additional engineering services for the Augusta Corporate Park Utility Extension for the proposal fee of \$28,215.00.
Funds are available in the following accounts:	Funds are available in 507043490-5212115 / 82100130-5212115
<u>REVIEWED AND APPROVED BY:</u>	N/A



CRANSTON
ENGINEERING

ENGINEERS - PLANNERS - SURVEYORS

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

May 12, 2023

Augusta Utilities Department
Mr. Wes Byne, P.E., Director
452 Walker Street, Suite 100
Augusta, Georgia 30901

Re: Augusta Corporate Park Utility Extension
Sanitary Sewer Design Revisions
Our File No. 2016-0092

Dear Mr. Byne,

In accordance with your request, we are pleased to offer the following proposal for planning and engineering services associated with design updates for the proposed sanitary sewer system in Augusta Corporate Park. Specifically, this proposal includes professional services for the design of a gravity sewer system, lift station, and force main. This proposal confirms our understanding of the project scope as well as the fees and the anticipated schedule for accomplishing the work.

PROJECT BACKGROUND

During the fall of 2022, Cranston finalized the design of water and sanitary sewer improvements to serve planned industrial developments in the Augusta Corporate Park. As the City of Augusta has secured Federal EDA funding for the project, the drawings and specifications were developed in accordance with grant requirements. Following jurisdictional review and completion of minor updates, the Federal EDA approved the project for bid on January 5, 2023.

During the first quarter of 2023, development schedules and anticipated water demands were modified by industries considering build-outs in the Augusta Corporate Park. With new flow data and revised timelines, the Augusta Utilities Department commissioned a Feasibility Study to evaluate alternatives for the sanitary sewer improvements. Cranston completed the Feasibility Study and presented it to AUD and Augusta EDA on April 19, 2023.

The preferred sanitary sewer alternative includes new 12-inch diameter gravity sewer, a duplex lift station, and 6-inch diameter force main serving only the Aurubis and Denka sites. The 6-inch force main will extend north from the lift station to the new gravity system in Valencia Way approximately 1,800-feet east of the Starbucks Plant. Downstream of the force main connection, the new gravity sewer will extend northwest to the existing sanitary manhole on the south side of Horseshoe Road.

For design purposes, operating conditions for the preferred alternative are based on the water demands through Phase 2 of the Aurubis and Den kai build-outs. This results in an operating condition of 180-291 gpm with an approximate head of 135-feet. While initial calculations completed during the Feasibility Study indicate that the duplex lift station and 6-inch force main will have available capacity following Phase 2, additional study is recommended if further expansion is planned.

The Feasibility Study contemplates a second, stand-alone lift station and force main system to serve future development on the Purecycle site. Based on information provided to AUD by Purecycle, the preferred alternative for the Purecycle site was based on an operating condition of 640-1,280 gpm with an approximate head of 55-feet. A 12-inch diameter force main is anticipated to serve the future lift station. The future force main and lift station are not included in this scope of work.

SCOPE OF WORK

Cranston Engineering proposes our services on a per task basis as outlined below.

TASK #1 – FINAL DESIGN

- A. Using the flow data provided by Augusta Utilities Department, Cranston will complete the required hydraulic calculations for force main design and initial pump selection.
- B. Cranston will coordinate with pump manufacturers to preliminarily identify pump options, manufacturer lead times, and budgetary costs.
- C. We will develop revised lift station drawings for coordination and review by AUD.
- D. Cranston will complete revised drawings to include plan / profile views, construction details, and erosion and sediment control measures.
- E. Cranston will include the Federal EDA grant information consistent with the approved package from January 2023. We will submit the revised drawings to the Federal EDA for review and approval.
- F. Cranston will meet with AUD to submit a 95% complete set of Construction Drawings and Technical Specifications. Following review, we will incorporate any comments and revisions as necessary and then develop final drawings, specifications, and bid documents. We will coordinate the lift station and site design with the Electrical Engineering services proposed herein.
- G. Drawings will be submitted on printed sets and furnished electronic copies in PDF. We expect to provide the Augusta Utilities Department 8 bound sets of final drawings. CAD files of the final drawings will be provided, as requested, at no additional fee.

TASK #2 – ELECTRICAL ENGINEERING (LIFT STATION)

- A. Support the revised design with updated power supply, pump selection, and costs.
- B. Provide Final Electrical Engineering design to include Final Drawings and Specifications.
- C. Final deliverables will be aligned with the Final Civil Engineering Design Services in terms of 95% and 100% submittals to assure Owner review comments are addressed.

ASSUMPTIONS & EXCLUSIONS

- The future lift station and force for the Purecycle site are not included in the scope of work.
- Operating conditions for the Aurubis and Den kai sites are as noted herein and in the Feasibility Study by Cranston, dated March 30, 2023.
- Cranston will update the water main drawings and bid quantities to reflect the recently completed water main installations to support on-going construction. We understand that Augusta Utilities Department will provide Cranston with the necessary as-built data.
- Design services for adjacent site developments are excluded.
- Geotechnical and / or Environmental Services are excluded.
- Easement or right-of-way maps are excluded.
- Bid Phase Services are as proposed in the November 19, 2021 proposal and included in our current Purchase Order (#22AUA011).
- Construction Phase services are not included. These services can be provided, as requested, on a time and materials basis or through a separate agreement.
- Any services not explicitly proposed herein are excluded from the proposed scope of work. If additional services are required, we will collectively establish the scope of services with the Augusta Utilities Department. A separate proposal will be respectfully provided to AUD for review and approval.

FEE PROPOSAL

We respectfully propose to complete the Scope of Work based on the fee schedule below. The proposed fee basis (lump sum, etc.) is noted for each task.

<u>Task</u>	<u>Task</u>	<u>Proposed Fee</u>
#1	Final Design (lump sum)	\$24,840
#2	Electrical Engineering - Lift Station(s) (lump sum)	\$3,375
TOTAL:		\$28,215

We expect to submit periodic invoices monthly and to receive payment within thirty days thereafter.

Augusta Utilities Dept.
May 12, 2023
Page 4 of 4

2016-0092

TIME OF COMPLETION

We are prepared to begin work at your direction and expect to submit a 95% review set by June 2, 2023. To expedite AUD feedback and to track design progress, we will schedule in-process design review meetings.

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

Sincerely,

CRANSTON


Tom Dunaway, P.E.

Enclosed: March 30, 2023 Feasibility Study by CRANSTON

CONTRACT CHANGE ORDER

CO NUMBER	1
BID ITEM	18231
DATE	8/8/2023

PROJECT TITLE Augusta Corporate Park Utility Extension
ORIGINAL CONTRACT DATE 12/07/2021 **PROJECT NUMBER** AUD-2016-005
OWNER AUGUSTA, GEORGIA **PO NUMBER** 22AUA011

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

Description of Change (for a more detailed description see attached proposal):
 Perform additional design work due to change of requirements.

PAYEE

TOTAL AMOUNT OF THIS CHANGE ORDER \$ \$28,215.00

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

ORIGINAL CONTRACT AMOUNT \$ \$177,970.00

PREVIOUS CHANGE ORDER (INCREASE) \$ \$0.00

THIS CHANGE ORDER (INCREASE) \$ \$28,215.00

TOTAL REVISED CONTRACT AMOUNT WITH CHANGE ORDER \$ \$206,185.00

FUNDING NUMBER/ACCOUNT NUMBER	507043490	5212115
	82100130	5212115

PROPOSED BY: Cranston Engineering Group DATE: 5/12/2023
CONTRACTOR

REQUESTED BY: Tate Horton DATE: 8/08/2023
ENGINEER

SUBMITTED BY:  DATE: 10 Aug 23
DEPARTMENT HEAD

FINANCE ENDORSEMENT: _____ DATE: _____
COMPTROLLER

RECOMMENDED BY: _____ DATE: _____
ADMINISTRATOR

APPROVED BY: _____ DATE: _____
MAYOR

AUGUSTA - RICHMOND COUNTY

REQUISITION

FUND# 507 - Capital Improvements

CHECK ALL THAT APPLY:

DATE: 8/10/2023

Department: Utilities

☐ WATER
☐ SEWER
☒ BOTH

☐ ENGINEERING
☐ CONSTRUCTION
☒ PROFESSIONAL SERVICES

☒ COMMISSION APPROVAL Date 12/07/2021
☐ ADMINISTRATIVE APPROVAL Date
☐ CHANGE ORDER Date

GL#: 507043490 - 5212115

JL#: 82100130 - 5212115

BID ITEM # N/A

VENDOR: **+**
ADDRESS:
PHONE #:
QUOTED BY:

CRANSTON ENGINEERING
VENDOR#17520

ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1.	AUGUSTA CORPORATE			0.00		0.00		0.00
2.	PARK UTILITY			0.00		0.00		0.00
3.	SYSTEM DESIGN	1	28,215.00	28,215.00		0.00		0.00
4.	CO#1 22AUA011			0.00		0.00		0.00
5.				0.00		0.00		0.00
6.				0.00		0.00		0.00
7.	NEW PO TOTAL	206185.00		0.00		0.00		0.00
8.				0.00		0.00		0.00
9.				0.00		0.00		0.00
10.	APPROVED BY			0.00		0.00		0.00
11.	COMMISSION ON			0.00		0.00		0.00
12.	12/07/2021			0.00		0.00		0.00
13.	ITEM#50			0.00		0.00		0.00
14.				0.00		0.00		0.00
	SHIPPING CHARGES			0.00		0.00		0.00
	TOTAL			28,215.00		0.00		0.00

JUSTIFICATION AND EXPLANATION FOR PURCHASE:

REQUESTED BY: AUD-ENGINEERING

APPROVED BY:

COMMISSION-12/07/2021

Directors

Signature: 

Item 3.

AUGUSTA, GEORGIA

PURCHASE ORDER

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

Page 1 of 1

Item 3.

PURCHASE
22AUA011

REQUISITION/QUOTE NO.
R356231

DATE 01/25/22	DEPARTMENT 043490	VENDOR PHONE # (706) 722-8379
VENDOR # 17520	E-VERIFY # 64684	EMAIL
VENDOR CRANSTON ENGINEERING GROUP 452 ELLIS STREET P.O. BOX 2546 AUGUSTA, GA 30903		ATTN: BID NUMBER: 18231 CONTRACT #: 22AUA011 BUYER: NANCY
SHIP TO: AUGUSTA UTILITIES ADMIN 452 WALKER STREET SUITE 200 AUGUSTA, GA 30901		BILL TO: AUGUSTA, GEORGIA ACCOUNTING DEPARTMENT, SUITE 800 535 TELFAIR STREET, MUNICIPAL BUILDING 1000 AUGUSTA, GA 30901-2379 (706) 821-2335 ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING DESTINATION.

PURCHASE ORDER NUMBER ABOVE
MUST APPEAR ON ALL INVOICES,
SHIPPING PAPERS, AND PACKAGES.

ITEM #	QUANTITY	UNIT	PRODUCT ID	DESCRIPTION	UNIT PRICE	AMOUNT
0001	1	EACH		ENGINEERING SERVICES TO PREPARE PLANS FOR SANITARY SEWER IN AUGUSTA CORPORATE PARK APPROVED BY COMMISSIOIN 12/7/21, ITEM #50 507-04-3490/52-12115 GIL JIL 82100130-5212115	177,970.00	177,970.00

CONDITIONS - READ CAREFULLY

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

Sent by:

JAN 28 2022

Tess Thompson

NET TOTAL.....

177,970.00

APPROVED FOR ISSUE

G.A. Sams

REQUISITIONER

PROCUREMENT DIRECTOR



Engineering Services Committee Meeting

Meeting Date: 8/29/2023

Hicks Water Treatment Plant Filter 4 Rehabilitation

Department:	Utilities Department
Presenter:	Wes Byne, Director
Caption:	To Approve a professional services contract with Ardurra Group for the Hicks Water Treatment Plant Filter 4 Rehabilitation project (RFQ18-132).
Background:	AUD recommends the Commission award a contract to Ardurra Group in the amount of \$77,000.00 for the Hicks Water Treatment Plant Filter 4 Rehabilitation project. Filter 4 has not been able to operate efficiently due to its years of service. This rehabilitation will help the water treatment filter to run more energy efficiently. The scope of services consists of design services, bid package preparation, bidding assistance, and construction phase services.
Analysis:	Ardurra Group has provided a fee to perform these design services that was deemed to be fair and reasonable.
Financial Impact:	Ardurra Group submitted a proposal fee in the amount of \$77,000.00. Funds are provided in 506043540-5425110
Alternatives:	No alternatives are recommended.
Recommendation:	AUD recommends approval for a contract to Ardurra Group in the amount of \$77,000.00 for the Hicks Water Treatment Plant Filter 4 Rehabilitation project.
Funds are available in the following accounts:	Funds are available in 506043540-5425110
<u>REVIEWED AND APPROVED BY:</u>	N/A



ATTACHMENT A – SCOPE OF SERVICES

Purpose

The purpose of this Scope of Services is to authorize and direct CONSULTANT (Ardurra Group) to provide professional services relating to the design of the proposed sanitary sewer upgrades for the Hicks Water Treatment Plant Filter 4 Rehabilitation project.

Scope of Services

The Filter 4 Rehabilitation project will be limited to replacement of the existing underdrain system and filter media for **both bays** of Filter 4 at the Hicks Water Treatment Plant. Provisions for minor structural repairs will be included, but CONSULTANT has assumed, based on visual inspection, that the filter is not experiencing major structural issues. Anthracite media will be purchased directly from CITY's existing sole source provider, UNIFILT. Proposed underdrain system shall be replaced in-kind with the Leopold Type S block system with IMS 200 cap. Sand media will be open bid.

The CITY has requested an expedited schedule on the preparation of these design documents, and CONSULTANT aims to accommodate this request with bid documents being issued by the end of August 2023. Based on this schedule, a single deliverable is proposed by CONSULTANT to be presented to the client at the 90% design phase. Following review and approval of CONSULTANT's proposed 90% design, CONSULTANT will proceed directly to the preparation of bid documents.

The scope of services for this project includes the following:

Task 1 – Project Management

Project Management services shall include coordination of the project team, communications and meetings with CITY staff, and monitoring schedule and budget. Services also include preparation of invoices and monthly progress reports.

Task 2 - Engineering Design (90% Delivery)

Design and Engineering Services will include services related to preparing construction drawings and technical specifications setting forth the size and character of the project as well as the requirements for its installation. The following services are included:

- a. Prepare construction drawings and technical specifications.
- b. Conduct a 90% design review/progress meeting.
- c. Perform QA/QC of the construction drawings and technical specifications by Senior Engineer not involved in the project.
- d. Update the preliminary opinion of probable cost and preliminary schedule at 90% design.



Task 3 – Bid Phase Services

CONSULTANT will support all phases of this project, including bid phase services through Augusta Procurement. CONSULTANT will prepare final bid documents based upon comments from the 90% Delivery review received from CITY. CONSULTANT will deliver bid documents, including plans and technical specifications, on a jump drive in PDF format. CITY will assemble and distribute bidding documents to contractors and will assemble contract documents for execution.

CONSULTANT will attend pre-bid meeting and the bid opening. CONSULTANT will develop a bid form and related bid documents as requested, assisting CITY in obtaining bids, addressing technical questions raised by prospective bidders and suppliers, issuance of all instructions and addenda, and recommendation of contract award.

Task 4 – Construction Administration Services

Construction Administration Services will include general consultation and advice regarding construction activities, attending a preconstruction conference, attending monthly construction progress meetings, and attending a final inspection for substantial completion.

CONSULTANT will provide request for information (RFI) reviews, field change reviews, pay request review, and conducting final inspections for substantial completion as may be required of the CONSULTANT by the CITY. At the conclusion of the project, development of as-built documents including the contractor's redline information in the drawings to document changes that occurred in the field.

A material delivery lead time is estimated to be up to 7 months. Following delivery of materials, a 5-month construction period is contemplated.

Quality Assurance / Quality Control (QA/QC)

Quality Assurance/Quality Control (QA/QC) is a continual process that begins with the Design Phase Notice-To-Proceed (NTP), continues through project closeout, and includes participation from all project stakeholders. CONSULTANT will provide continual constructability/operability, QA/QC and value engineering reviews done by CONSULTANT staff at all design stages with CITY staff and other stakeholders.

Services Not Included

Permitting Services are not part of CONSULTANT's work and may be performed on an as needed basis with compensation being invoiced on a Cost-Plus basis.



ATTACHMENT B - COMPENSATION

The CITY shall compensate the CONSULTANT for services, which have been authorized by the CITY under the terms of this Agreement.

The CONSULTANT may submit to the CITY a monthly invoice, in a form acceptable to the CITY and accompanied by all support documentation requested by the CITY, for payment for the services, which were completed during the billing period. The CITY shall review for approval said invoices. The CITY shall have the right to reject payment of any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined solely by the CITY, are unreasonably in excess of the actual phase of completion of each phase. The CITY shall pay each such invoice or portion thereof as approved, provided that the approval or payment of any such invoice shall not be considered to be evidence of performance by the CONSULTANT to the point indicated by such invoice, or of receipt of acceptance by the CITY of the service covered by such invoice. The CITY shall pay any undisputed items contained in such invoices.

Each invoice shall be accompanied by a letter progress report describing the total work accomplished for each phase and any problems, which have been encountered, which may inhibit execution of the work. The CONSULTANT shall also submit an accurate updated schedule, and an itemized description of the percentage of total work completed for each phase during the billing period.

When the CITY authorizes the CONSULTANT to proceed with the work authorized in a Task Order, it agrees to pay the CONSULTANT for work completed, on a lump sum percent complete basis.

Overtime may be performed at the discretion of the CONSULTANT, but the premium time portion of the overtime will not be billed to the CITY unless the CONSULTANT has requested acceleration of the scheduled work in writing.



Fee Schedule for Hicks WTP Filter 4 Rehabilitation		
Project Phases	Unit	Unit Cost
Task 1 - Project Management	Lump Sum	\$6,700
Task 2 - Engineering Design	Lump Sum	\$28,000
Task 3 - Bid Phase Services	Lump Sum	\$14,600
Task 4 - Construction Administration Services	Lump Sum	\$25,700
Other Direct Costs		\$2,000
TOTAL		\$77,000



ATTACHMENT C - LISTING OF KEY PERSONNEL

CONSULTANT shall provide qualified personnel to perform its work. The list of key personnel below, including a designated Program Manager will not change or be reassigned without the written approval of the CITY. Those personnel committed for this work are as follows:

Jeff Duplantis, PE, Project Mgr		
Aaron Baird, PE, Design Mgr		
Joe Downey, PE, QA/QC		
Donald Phillips, PE, QA/QC		



Meeting Name

Meeting Date: August 29, 2023

Augusta Canal – 2024 4th Part 12D Independent Consultant Safety Inspection Contract – Sole Source

Department:	Augusta Utilities Department
Presenter:	Wes Byne
Caption:	Approve sole source contract with Kleinschmidt Associates to provide the Federal Energy Regulatory Commission's mandated Part 12D Independent Consultant Safety Inspection of the Augusta Canal in the amount of \$85,000.
Background:	The Augusta Canal falls under the regulatory jurisdiction of the Federal Energy Regulatory Commission (FERC). FERC regulations require that every 5 years a Part 12D Independent Consultant Safety Inspection be performed on the Canal. FERC regulations also state the same consulting firm cannot conduct more than two consecutive Part 12D inspections. In 2019, a contract with Kleinschmidt Associates was approved by the Commission for conducting the 3 rd Part 12D Inspection. This was the first time Kleinschmidt was used for this service and they performed the task well. AUD respectfully requests that Kleinschmidt once again be allowed to provide this service for the upcoming 2024 4 th Part 12D inspection.
Analysis:	Approval of this contract will allow the City of Augusta to remain in compliance with Federal Energy Regulatory Commission regulations regarding Dam Safety of the Augusta Canal.
Financial Impact:	We have reviewed the proposal from Kleinschmidt Associates and find it to be fair and reasonable. Funding in the amount of \$85,000.00 is available from accounts: G/L 514043410-5212115 - J/L 82300020-5212115.
Alternatives:	No alternatives are recommended.
Recommendation:	Recommend approval of this contract with Kleinschmidt Associates for \$85,000.00
Funds are available in the following accounts:	Funds are available in account G/L 514043410-5212115 - J/L 82300020-5212115.
<u>REVIEWED AND APPROVED BY:</u>	N/A

Print Form



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

Vendor: Kleinschmidt Associates E-Verify Number: 876285

Commodity: Engineering Services

Estimated annual expenditure for the above commodity or service: \$ 85,000 (one time)

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

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

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

Name: Chad Hendrix Department: Utilities Date: 8/17/2023

Department Head Signature: [Signature] Date: 8/18/23

Approval Authority: [Signature] Date: 8/18/23

Administrator Approval: (required — not required) _____ Date: _____

COMMENTS:

**UTILITIES DEPARTMENT**

Wes Byne, P.E.
Director

Chad Hendrix, P.E.
Assistant Director

TO: Geri Sams
Director, Procurement Department

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

FROM: Chad Hendrix, P.E. *CH*
Assistant Director, Utilities Department

DATE: August 14, 2023

SUBJECT: SOLE SOURCE JUSTIFICATION – Kleinschmidt Associates

The Augusta Canal falls under the regulatory jurisdiction of the Federal Energy Regulatory Commission (FERC). FERC regulations require that every 5 years a Part 12D Independent Consultant Dam Safety Inspection be performed on the Canal. FERC also states the same consulting firm cannot conduct more than two consecutive Part 12 inspections. In 2019, a contract to work with Kleinschmidt Associates as a sole source provider was approved by the Commission. This was the first time Kleinschmidt was used for this level of inspection and they performed the task well. AUD respectfully requests that Kleinschmidt once again be allowed to provide this service as a sole source provider for this upcoming inspection.

Kleinschmidt Associates was chosen for this task due to their vast knowledge of the water industry providing engineering, regulatory, and environmental consulting services to government agencies across North America. Kleinschmidt's Mr. Nick Ciomei will serve as the Independent Consultant and has developed a great working rapport with the local FERC office on many dam safety projects.

Kleinschmidt's price for the inspection and final report is \$85,000.00 which the department is in agreement with, and funding is available. A municode agenda item for approval of this draft contract is being submitted for presentation to the Commission.

May 19, 2023

Via Email

Chad Hendrix, PE
Assistant Director
Augusta Utilities Department
452 Walker Street
Augusta, GA 30901

Proposal for Engineering Services (2097002.00)
Augusta Canal Hydroelectric Project (FERC No. 11810)
2024 4th FERC Part 12D Periodic Inspection

Dear Mr. Hendrix:

Kleinschmidt Associates (Kleinschmidt) is pleased to submit this proposal to provide engineering services to prepare the 4th Part 12D Independent Consultant Dam Safety Inspection of the Augusta Canal Hydroelectric Project (FERC No. 11810, Project). The 4th Part 12D Safety Inspection of the Project will be conducted as a Periodic Inspection (PI), in accordance with and as required by the Federal Energy Regulatory Commissions' (FERC) Chapter's 16 and 17 of the *Engineering Guidelines for the Evaluation of Hydropower Projects (Guidelines)*, December 16, 2021. According to the information we have available, the Part 12D Periodic Inspection Report (PIR) is due to FERC by June 30, 2024.

We propose Nick Ciomei, P.E., as the Independent Consultant (IC), structural subject matter expert (SME), and Project Manager. Mr. Ciomei is a FERC-approved IC and he has not performed back-to-back Part 12 inspections of the Project. A copy of Mr. Ciomei's résumé is attached for Augusta Utilities Department's (AUD) review (Attachment A). Mr. Ciomei will be accompanied by two additional Kleinschmidt engineers to participate in the inspection of the Project's structures. One of the engineers will be an experienced engineer that can act as the Geotechnical SME. The second additional engineer will perform the role of IC assistant and notetaker for the inspection.

Kleinschmidt will not use subconsultants in performing the proposed scope of work.

PROPOSED SCOPE OF WORK

According to paragraph 12.32 of FERC Order 122, the proposed scope of work for the safety inspection is "...to identify any actual or potential deficiencies that might endanger life, health, or property, including deficiencies that may be in the condition of those project works or in the quality or adequacy of project maintenance, safety, methods of operation, analyses, and

Chad Hendrix
May 19, 2023

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other conditions.” The requirements for the PIR are contained in Chapter 16 of FERC’s *Guidelines*. The proposed work will be performed according to the requirements of the *Guidelines* and as outlined in FERC’s Part 12 Notification Letter of December 19, 2022. All work will be performed either by the IC or under the direction of the IC. We will perform the following tasks to prepare the Part 12D PIR for the Project.

TASK 1: REVIEW BACKGROUND INFORMATION

We request that AUD provide an electronic copy of the following documents for the IC to review before visiting the Project. Some documents are requested in Microsoft Word or Excel format, as noted:

- Supporting Technical Information Document (STID) — the most current version of the document or the draft containing proposed revisions in Microsoft Word;
- Potential Failure Modes Analysis (PFMA) Report and addenda in Microsoft Word;
- copies of the three previous Part 12 Safety Inspection Reports (SIRs);
- dam safety correspondence with FERC since the previous SIR;
- FERC’s most recent annual inspection report;
- most recent version of the Dam Safety Surveillance and Monitoring Plans (DSSMP);
- most recent Dam Safety Surveillance and Monitoring Reports (DSSMR);
- instrumentation and monitoring data set up to be plotted (if data are not in Excel, please provide electronic copies of the data plots);
- current Emergency Action Plans (EAPs);
- current Owner’s Dam Safety Plan (ODSP);
- current Public Safety Plan (PSP);
- project drawings; and
- documents describing any modifications, studies, or investigations that have been performed since the STID was last updated.

Assuming that the drawings and other information contained in the documents are legible and suitable for reproduction and use in the Part 12D PIR, no other background information should be needed.

The IC needs to review AUD’s correspondence with FERC regarding dam safety to ensure that he is aware of any issues that FERC may have with the safety of the Project. The correspondence should start with the letter submitting the 3rd Part 12D SIR to FERC up to the current day. Copies of correspondence regarding licensing issues or annual operating reports are not needed.

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The requested documents should be provided to Kleinschmidt as soon as practical after issuing the notice to proceed, and at least 4 months before the field inspection for creation of the Pre-Inspection Preparation Report (PIPR, Task 6).

TASK 2: PART 12D INSPECTION PLAN

A Part 12D Inspection Plan for the Project will be prepared under the direction of the IC in a format that complies with the FERC's requirements as contained in Chapter 16 of the *Guidelines*. The Inspection Plan will include the Project's basic information, type of inspection, the proposed IC Team subject matter disciplines, and a schedule for completing the Part 12D inspection-related activities. Kleinschmidt will submit the proposed IC Team's resumes as part of the Inspection Plan. Kleinschmidt will deliver an electronic copy of the draft plan in Microsoft Word format. We request AUD to provide consolidated comments on the draft plan to Kleinschmidt within 2 weeks of receipt. Kleinschmidt will deliver the final plan within 2 weeks of receiving comments on the draft.

TASK 3: PARTICIPATE IN SECOND FERC COORDINATION CALL

Kleinschmidt will participate in the second coordination conference call with AUD and FERC. The purpose of the call is to discuss FERC's expectations of AUD and the IC during the PFMA review and field inspection. Any outstanding items or past Part 12D recommendations that have not been fulfilled or that require particular attention during the PFMA reviews and field inspections will be discussed during this call.

TASK 4: REVIEW SUPPORTING TECHNICAL INFORMATION DOCUMENT

The IC will review the STID for the Project in advance of creating the PIPR (Task 6). Any hydrologic studies and stability analyses performed since the last SIR will be reviewed as part of this task. We propose no additional studies or new analyses be completed specifically for preparing the PIR.

TASK 5: REVIEW INSTRUMENTATION AND SURVEY DATA

The IC will review the data provided by AUD to monitor the movement, stability, or uplift of the water-retaining structures at the Project. We expect the data to include the information required according to the *Guidelines*, Appendix H, Section 4.0. We understand that the active instrumentation and survey data at the Project is limited to that associated with monitoring of seepage. There are no piezometers being monitored nor are their deformation surveys (horizontal and vertical movement) being performed.

The data plots should cover not less than 15 years of data if available (*Guidelines*, Appendix D), although providing data for the full length of the instruments' record is preferred in order to allow a comparison of the last five years of data with historic data. The PIR will contain an

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evaluation of the existing monitoring program and, if necessary, recommendations for revising the program. The PIR will also include a copy of the instrumentation data plots.

The Proposed Scope of Work does not include compiling or entering instrumentation data into any data base, or the generation of graphs of the data, but such services can be provided if requested and they will be considered as additional work.

TASK 6: PRE-INSPECTION PREPARATION REPORT

The PIPR will be prepared under the direction of the IC in a format that complies with the FERC's requirements as contained in Chapter 16 of the *Guidelines*. Unlike the Part 12 Inspection Plan, the PIPR will be utilized as part of the PIR (Task 9) and will require a separate plan for the Project. The PIPR will clearly state the required documentation in accordance with Section 16-4.2 of the *Guidelines* and IC Team inclusive of each proposed team member and their résumé. As part of the PIPR task and to meet the *Guidelines*, Kleinschmidt has assumed limited hand calculations will be performed to review analyses of record for the Project. Kleinschmidt will deliver electronic copies of the draft report in Microsoft Word. We assume AUD will provide consolidated comments on the draft report to Kleinschmidt within 4 weeks of receipt. Kleinschmidt will deliver the final report within 2 weeks of receiving comments on the draft.

TASK 7: REVIEW PFMA REPORT

The IC will review the current PFMA Report for the Project and documents provided by AUD that provide information to assess potential impacts to existing potential failure modes (PFMs) or to identify new PFMs as requested by FERC. The PI does not require a formal PFMA review; however, a review of PFMs with respect to current project conditions, studies, and outstanding items is required. Based on Kleinschmidt's understanding of the Project and some current outstanding items related to a number of PFMs, Kleinschmidt has planned and budgeted for up to 16 hours for PFM review and documentation of PFM related discussion within the PIR.

TASK 8: INSPECT PROJECT STRUCTURES

The IC and IC assistant will visit the Project to observe the water-retaining structures, focusing on the condition of each structure and considering the findings of the PFMA review. The inspection will assess the condition of the diversion dam, if not being overtopped, the 7-mile-long canal and any structure that intrudes into or passes beneath the canal dikes and waterways. Ideally, the IC's site visit will occur concurrently with FERC's annual inspection, and the IC will compare notes and findings with the FERC Inspector before leaving the site.

The IC will endeavor to perform the field inspection when the diversion dam is not spilling or minimally spilling flows to maximize visual observation of the structures, and when the ground surface is dry to identify any seepage or leakage. The date of the field inspection is not yet

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determined but will include the IC Team and participants from AUD and FERC. Based on our current understanding of the Project and the work to be completed, we assume that the Part 12D field inspection will be completed in up to 3 days.

As part of the field inspection, the IC will offer an opinion regarding the adequacy of the operation and monitoring of the Project with respect to the findings of the PFMA review. Kleinschmidt will observe maintenance and repairs of the Project, if any, completed since the previous Part 12D SIR. The IC will visually observe the condition of project structures and consult with AUD personnel to complete the inspections. We request and assume that personnel knowledgeable on the history, operation, maintenance, and modification of the Project will be made available to accompany the IC Team during the inspection. The IC will use no equipment other than a camera, a geologist's hammer, and a measuring tape to test or assess the condition of project structures, equipment, and features. Our proposed services exclude inspecting the portions of the Project's structures that are underwater.

Kleinschmidt will provide the IC Team with safety shoes, glasses, hard hat, and gloves; AUD shall provide personal flotation devices, a boat and operator for access, and fall protection equipment, if required. We request that AUD arrange to provide the safety equipment, clearances, and field checks needed to allow access to any galleries or passages associated with the Project's structures. We assume that no spillage will occur during the inspection, both for safety and so that the IC Team can view the spillway effectively.

If the IC Team determines that additional analyses or field data are necessary to evaluate the condition or safety of the Project properly, the IC will work with AUD to develop means to secure such information. Any work to scope or complete additional analyses or to develop additional data gathering programs will be considered additional services. We assume that the recommendations of previous Part 12D Inspection Reports and FERC's comments on those reports have been addressed; therefore, this proposal excludes addressing any outstanding recommendations or comments.

TASK 9: PREPARE PART 12D PERIODIC INSPECTION REPORT

A Part 12D PIR will be prepared for the Project under the direction of the IC in a format that complies with the FERC's requirements as contained in the *Guidelines*. Pertinent sections of the Part 12D PIR will clearly state the extent of review of analyses and studies performed by the IC or under his direction, and whether the IC agrees with the methods, assumptions and findings of those analyses or studies.

Kleinschmidt will deliver an electronic copy of the draft report in Microsoft Word and PDF formats. The draft report will include photographs taken during the field inspection and selected to document the condition of Project's structures. The cover and each page of the Part 12 PIR will contain the following footnote "Critical Energy Infrastructure Information – Do

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Not Release.” We request that AUD provide consolidated comments on the draft report to Kleinschmidt within 4 weeks of receipt.

The scope of work covered in this proposal excludes services required to address any follow-up questions from FERC. Kleinschmidt cannot anticipate the questions or the level of detail of the questions that FERC may ask. Kleinschmidt expects to prepare complete reports that leave no unresolved issues, but we cannot guarantee that FERC will have no questions on the reports or their findings.

SCHEDULE

The draft schedule for completion of the work is proposed as follows, subject to discussion with AUD and FERC:

TASK	COMPLETION DATE
Proposal Submitted to AUD	May 19, 2023
Authorization to Proceed	By June 2, 2023
Task 1 – Review Background Materials	Continuous Throughout Project
Task 2 – DRAFT Part 12D Inspection Plan	June 23, 2023
Task 2 – FINAL Part 12D Inspection Plan	July 14, 2023
Task 3 – Second FERC Coordination Call	TBD, Summer 2023
Tasks 4, 5, & 7 – Review of STID/Instruments/PFMs	Continuous Throughout Project
Task 6 – DRAFT PIPR	November 10, 2023
Task 6 – FINAL PIPR	December 15, 2023
Task 8 – Field Inspection	January/February 2024
Task 9 – DRAFT PIR	May 31, 2024
Task 9 – FINAL PIR	June 28, 2024
Final PIR due to FERC	June 30, 2024

COST

Kleinschmidt will perform the proposed work on an Hourly Rate plus Expenses basis. Based upon our understanding of the scope of work, the estimated cost for this is **\$85,000** (Eighty-five thousand dollars). This Cost of Services is calculated using Kleinschmidt’s 2023 Rate Schedule (Attachment B) for work planned for 2023 and a 5% increase in rates for 2024. The estimate is not a fixed price or an upper limit. We will not exceed the estimated amount without first discussing the need with you and receiving your authorization to proceed.

Chad Hendrix
May 19, 2023

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Kleinschmidt will communicate a need for a change order, if necessary, once the 2024 Rate Schedule is finalized.

TERMS AND CONDITIONS

The proposed scope of work will be performed on an Hourly Rate plus Expenses basis according to Kleinschmidt's Method of Payment (Attachment C), 2023 Rate Schedule (Attachment B) and the Standard Terms and Conditions (Attachment D). Work completed in 2024 will be based on an estimated 5% increase over the 2023 Kleinschmidt rates to accommodate our annual business cost adjustments.

Please reference this proposal, *Proposal No. 2097002.00*, on the face of the purchase order (PO) or other form of written notice issued as authorization to proceed. If a PO is issued as authorization to proceed, please note on the face of the PO that the terms and conditions referenced in this proposal supersede any shown on the back of the PO. Provide written authorization to proceed to the following address and forward an electronic copy of the authorizing document to Nick Ciomei at Nick.Ciomei@KleinschmidtGroup.com:

Kleinschmidt Associates
P.O. Box 650
Pittsfield, ME 04967-0650
Attn: Accounting Group

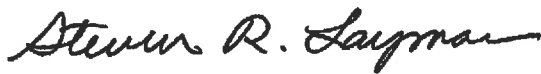
We appreciate the opportunity to assist you with this project. If you have any questions regarding this proposal, please call or e-mail Nick Ciomei at 207.416.1216 or Nick.Ciomei@KleinschmidtGroup.com.

Sincerely,

KLEINSCHMIDT ASSOCIATES



Nick M. Ciomei, P.E.
Project Manager



Steven R. Layman, Ph.D.
Project Director
NMC:FHW

Attachments: Attachment A. IC's Résumé
Attachment B. 2023 Rate Schedule
Attachment C. Method of Payment
Attachment D. Standard Terms and Conditions

cc: Proposal Distribution

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ATTACHMENT A

INDEPENDENT CONSULTANT'S RÉSUMÉ



Nicholas M. Ciomei, P.E.

Project Role: Structural Subject Matter Expert

Nick Ciomei has 12 years of dam safety experience and specializes in dam safety/Part 12D safety inspections as a FERC approved IC. He conducted six Part 12 safety inspections and PFMA projects as an IC and assisted the FERC-approved IC on 25 additional Part 12 safety inspections and PFMA projects. Nick is experienced in completing gravity stability analyses for concrete, timber crib, masonry, stacked stone, and various gated structures. His experience includes engineering design and inspection for a variety of hydropower structures such as retaining walls, spillways, penstocks, flashboards, and rock anchors. In addition, Mr. Ciomei facilitates emergency action plan functional and tabletop exercises, generates dam safety surveillance monitoring plans/reports and standard technical information documents. He received the Leveraging Potential Failure Mode Analysis to Perform Semi-Quantitative Risk Analysis training and the Fundamentals of Facilitating a Semi-Quantitative Risk Analysis required for facilitators.

Position with Firm
Senior Engineer

Key Expertise

- FERC Part 12 Dam Safety Inspection
- DSSMR/DSSMP
- Stability Analysis
- Supporting Technical Information Documents (STID)
- Dam & Spillway Inspections & Design
- Gates & Water Control Design
- Penstock Investigation & Design

Professional Registration

Professional Engineer, ME, HI, VT, NH, GA

Certification/Training

FERC-Approved Independent Part 12D Consultant

Leveraging Potential Failure Mode Analysis to Perform Semi-Quantitative Risk Analysis

Fundamentals of Facilitating a Semi-Quantitative Risk Analysis

SPRAT Rope Access Technician Level I

Safety Evaluation of Existing Dams, Bureau of Reclamation

Inspection and Assessment of Dams, Bureau of Reclamation

Education

B.S. Civil Engineering, minor in Business, University of Maine, 2010

Years of Experience

With Kleinschmidt: 9
Total: 12

Relevant Project Experience

Federal Energy Regulatory Commission (FERC) Part 12 Independent Consultant and Potential Failure Mode Analyses (PFMA)

Independent Consultant for the following FERC Part 12 inspection and potential failure mode analysis (PFMA) in 2021:

Tallulah Falls, GA - 2021
Clark's Falls, VT - 2021
Peterson, VT - 2021

Tugalo, GA - 2022
Bartletts Ferry, GA - 2022
Pocono Lake, PA - 2022

Assisted the Independent Consultant with Federal Energy Regulatory Commission (FERC) Part 12 and Potential Failure Mode Analyses (PFMA)

Independent Consultant Assistant responsible for the following FERC Part 12 inspection and potential failure mode analyses (PFMA) in the years noted:

Bartlett's Ferry, GA - 2018
Clark's Falls, VT - 2017
Eel Weir, ME - 2016
Ellsworth, ME - 2015
Forest City, ME - 2014
Gantt, AL - 2018
Graham Lake, ME - 2015
Gregg's Falls, NH - 2016
Gulf Island, ME - 2015
Indian Orchard, MA - 2015 & 2020
Minetto, NY - 2017
Sinclair, GA - 2017
Parr Pond, GA (PFMA Only) - 2017

Peterson Dam, VT - 2017
Phoenix, NY - 2018
Point A, AL - 2018
Rapidan, MN - 2016
Red Bridge, MA - 2015 & 2020
Sebec, ME - 2017
Vanceboro, ME - 2014
Wallace Dam, GA - 2020
West Grand Lake, ME - 2014
Weston, ME - 2014
Mathis-Terrora, GA - 2020
Augusta Canal, GA (PFMA Only) - 2020

Dam Safety and Compliance, General Services Eagle Creek Renewable Energy

Project Manager responsible for leading dam safety and compliance work for ECRE's Midwest and East Division hydro assets. The work included providing support services for FERC 12.10 reports, emergency embankment repair designs, dive report reviews, construction support, Tainter gate inspections, STID and DSSMP revisions, stability analyses, dam safety state and federal correspondence, and other miscellaneous FERC compliance documents.

FERC Part 12 Inspection, Pocono Lake**Pocono Lake Preserve, Pocono Lake, PA**

Project Manager and Independent Consultant responsible for FERC Part 12 inspection. Types of structures inspected include a concrete gravity dam, uncontrolled ogee spillway, and earthen embankments. Project services included dam inspections, hydrologic & hydraulic analyses including PMF determination and dam breach analyses, and potential failure mode analyses (PFMA) review.

Multiple Dam Safety Projects, Gantt and Point A Developments, Conecuh**Hydroelectric Project, PowerSouth Energy Cooperative, Andalusia, AL**

Project Manager & Project Engineer responsible for multiple projects at the two developments between 2015 and 2018 including: Rewriting and separating STIDs, DSSMPs, and DSSMRs for reporting years 2016-2018, 5-year ODSP audit, conducting the 10-year Detailed Tainter Gate inspections, Focused Spillway Assessments, and Part 12D Inspection. The developments both consists of large earthen embankment structures, Tainter gate spillways, and integral intake/powerhouse structures. Each development has 20+ embankment and spillway piezometers, toe ditch weirs, and survey monuments. Due to access limitations, the close-up Tainter gate inspection incorporated rope access techniques to meet the FERC Guidelines. Additional work completed during the STID update process included stability analyses of concrete gravity structures, identification of population at risk due to a dam breach, and revised spillway rating curves for each development. The Focused Spillway Assessment was completed to address the FERC initiative as a result of the Oroville Dam event. The Part 12D inspection included a comprehensive PFMA review that addressed concerns raised during the Focused Spillway Assessment. Project work to date has resulted in a revamped dam safety program addressing deficiencies noted by FERC and now meets or exceeds the FERC Guidelines.

Audit of Owner's Dam Safety Program, Six Hydroelectric Projects**Kruger, KEI (USA) Power Management Inc., Gardiner, ME**

Project Manager responsible for managing audit of KEI's Owner's Dam Safety Program (ODSP) for submittal to Federal Energy Regulatory Commission. Audit included review of KEI's ODSP and related documents for six hydroelectric projects with high hazard potential in Maine, New York and Virginia. Evaluation of the ODSP included interviews of KEI's personnel and preparation of the audit report, which was submitted to the Atlanta Regional Engineer of FERC.

Revised Owners Dam Safety Program**Central Rivers Power Massachusetts, MA**

Project Manager and Project Engineer responsible for revising the Owner's Dam Safety Program after assets were purchased. The revised program consisted of a complete rewrite of the document, specifically the roles and responsibilities of the new owner from management through operations staff, defining of the companies training programs, and maintenance of the Owner's Dam Safety Program.

Spillway Stability and Rock Anchoring, Middlesex Dam**Green Mountain Power, Middlesex, VT**

Project Engineer responsible for the design of rock anchors to improve the stability of a 50-foot-high concrete gravity ogee spillway founded on bedrock to meet flood loading conditions. Performed stability analysis for all concrete gravity structures of the project as a part of a condition assessment report and provided design/construction support throughout installation of anchors.

Stability Analyses, Lockhart Hydroelectric Project**Lockhart Power Company, Lockhart, SC**

Project Engineer responsible for stability analyses of concrete gravity canal headgate, headgate non-overflow, sandgate, sluiceway, canal spillway, canal draingate, and powerhouse spillway structures. Analysis included sensitivity analyses of required friction factor, cohesion, and post-tensioned anchors forces for each structure not meeting FERC Guidelines.

Detailed Tainter Gate Inspection, Keystone Hydroelectric Project**Nebraska Public Power District, Ogallala, NE**

Project Engineer responsible for performing a close-up, detailed condition inspection of nine Tainter gates at the Keystone Hydroelectric Project. Limited inspection access and size of the gates required the use of rope access equipment. Generated and submitted a report summarizing the inspection and provided recommendations to the client for maintenance and repair.

Detailed Tainter Gate Inspection, Saluda Hydroelectric Project South Carolina Electric & Gas, Columbia, South Carolina

Project Manager & Engineer responsible for performing a close-up, detailed condition inspection of six Tainter gates at the Saluda Hydroelectric Project. Limited inspection access and size of the gates required the use of fall protection equipment and rope access techniques. Generated and submitted a report summarizing the inspection and provided recommendations to the client for maintenance and repair. Additionally, a table top and inspection investigation into historic pier movement for one of the internal gate piers was conducted.

Penstock Inspection, Mathis-Terrora Development Georgian Power Company, Tallulah Falls, GA

Engineer responsible for inspecting two partially buried and above ground penstocks. The inspection included a visual inspection of the interior and exterior visible portions, thickness gauge readings, and determination of voids for buried portions of the penstocks. Thickness readings were used to perform calculations based on internal and external pressures present at the site to estimate remaining service life and recommend future repairs and monitoring recommendations.

Peacham Pond Improvements, Peacham Pond Dam Green Mountain Power, Marshfield, VT

Project Manager responsible for the design of multiple repairs and upgrades to the Peacham Pond outlet works intake structure. The project consisted of site inspections, design, and construction support for the concrete tower. The project added electrical hook-up, new access walkway, low-level gate housing structure, new bubbler system, installation of a pond control weir and leaf gate, and miscellaneous concrete repairs.

Seepage Investigation and Analysis, Bartletts Ferry Project Georgia Power, Bartletts Ferry, GA

Project Manager responsible for the investigation into seepage, settlement, and abnormal piezometer readings within the main embankment adjacent to the Tainter gate spillway structure at the Project. The project consisted of a model of the structure in Civil3D, subsurface boring and piezometer installation program using sonic drilling methods, and seepage and stability analyses of the embankment and concrete retaining wall structures, respectively.

Power Canal Dam Break Analysis and Removal Design, Webster and Pembroke Dams, Eagle Creek Renewable Energy, Suncook, NH

Project Manager and Engineer responsible for developing a HEC-RAS breach model for the Webster Dam Power Canal located on the Suncook River in New Hampshire to determine the Hazard Classification. Used a LiDAR digital elevation model (DEM) to model downstream impacts within GIS. As a part of this project, a second HEC-RAS model was generated to study normal pool and flood the effects for a partial removal of a small, stone block dam located downstream of Webster Dam. Managed a team that completed construction drawing and permitting packages for the partial removal.

Penstock Inspection and Replacement Design, Lower Great Falls Dam Enel Green Power North America, Inc., Somersworth, NH

Project Engineer responsible for inspecting four sections of buried penstock at the Lower Great Falls Dam for condition. Used thickness readings obtained during inspection to perform calculations based on internal and external pressures present at the site to estimate remaining service life and recommend future repairs and replacement options and estimated costs. Based on the results of the inspection, completed multiple replacement design options, including replace in kind, slip lining, and reconfiguration to improve hydraulic efficiency, for two of the four penstocks at the site.

Previous Work Experience

Dam Safety Inspections, Multiple Dams Maine Emergency Management Agency (MEMA), Statewide ME

Assistant State Dam Inspector. Conducted condition and hazard inspections of concrete gravity, timber crib, earth embankment, and rockfill dams, table-top Emergency Action Plan exercises, and worked with private and municipal dam owners to achieve compliance with state regulations. Completed dam breach analyses to determine flood inundation extents for hazard classification of dams using ArcGIS, WMS, HydroCAD, and HEC-RAS.

GEI Consultants

Portland, ME

Water Resources Engineer. Used ArcGIS and HEC-RAS software to model and analyze inundation zones and incremental impacts downstream of a dam breach. Created watershed models in HEC-HMS and HydroCAD for rainfall runoff and water quality analysis.

ATTACHMENT B
2023 RATE SCHEDULE

KLEINSCHMIDT ASSOCIATES
2023 RATES (USD)

Item 5.

LABOR CATEGORY	HOURLY BILLING RATE
SENIOR MANAGERS/CONSULTANTS	
Principal Consultant F1	\$285.00
ENGINEERS	
Senior Engineering Advisor E7	\$265.00
Senior Engineering Consultant E6	\$240.00
Senior Engineer E5	\$198.00
Project Engineer E4	\$180.00
Engineer E3	\$166.00
Staff Engineer E2	\$148.00
Engineer Technician E1	\$114.00
LICENSING COORDINATORS/PLANNERS	
Senior Regulatory/Planner Advisor L/P7	\$265.00
Senior Licensing Coordinator/Planner L/P6	\$210.00
Project Licensing Coordinator/Planner L/P5	\$172.00
Licensing Coordinator/Planner L/P4	\$152.00
Staff Licensing Coordinator/Planner L/P3	\$130.00
Associate Licensing Coordinator/Planner L/P2	\$114.00
Licensing Coordinator/Planner Technician L/P1	\$92.00
Licensing Intern L/P0	\$72.00
SCIENTISTS	
Senior Science Advisor S7	\$255.00
Senior Scientist S6	\$202.00
Project Scientist S5	\$171.00
Scientist S4	\$148.00
Staff Scientist S3	\$130.00
Associate Scientist S2	\$104.00
Scientist Technician S1	\$90.00
Field Technician S0	\$68.00
PROJECT AND PROGRAM MANAGEMENT	
Project Director	\$276.00
Senior Project Manager PM2	\$250.00
Project Manager PM1	\$210.00
Senior Support Staff A7	\$210.00
Project Controller A6	\$175.00
Senior Project Coordinator or Administrator /Accountant A5	\$141.00
Project Administrator or /Accountant A4	\$122.00
Administrative Staff A3	\$106.00
Associate Administrative Staff A2	\$92.00
Office Assistant A1	\$81.00
DESIGNERS/DRAFTERS	
Lead Designer D5	\$164.00
Senior Designer D4	\$148.00
Designer D3	\$130.00
Senior Drafter D2	\$114.00
Drafter D1	\$98.00

Effective January 1, 2023

ATTACHMENT C

METHOD OF PAYMENT

KLEINSCHMIDT ASSOCIATES
METHOD OF PAYMENT

1. Client may pay Kleinschmidt either on a negotiated Lump Sum basis or Hourly Rate basis, as defined in the Work Authorization and agreed by the *Client* and Kleinschmidt in writing.
2. Client agrees to pay Kleinschmidt for Services the amounts quoted in the Proposal or Work Authorization, in accordance with the compensation terms laid out in the contract. Kleinschmidt agrees not to exceed the estimated consulting costs as stated in the proposal without explaining the need to the Client and obtaining the Client's authorization to proceed.
3. For Lump Sum projects, Kleinschmidt will invoice monthly as a percent complete of the project or Work Authorization, unless otherwise defined in the Work Authorization.
4. For Time and Materials, or Hourly Rate projects, Kleinschmidt will invoice monthly for all employee time at the hourly billing rate currently in effect, times a number of hours worked on the project plus subconsultant fees and expenses as described below. Client agrees to pay for expert testimony and direct preparation for testimony in any litigation, arbitration, or other legal or administrative proceeding at 150% of the standard billing rates with a minimum daily charge based upon an 8-hour day, plus Reimbursable Expenses.
5. For any projects where expenses are invoiced separately from labor, the following apply:
 - a. Client agrees to pay Kleinschmidt a 15 percent markup for subconsultant services.
 - b. Client agrees to pay 3 percent of labor costs for telecommunications (e.g., phone, data transmission and storage, fax, conference and video conference, data security).
 - c. Client agrees to pay for specialized computer programs, field equipment, and other unit charges (e.g., photocopies, mileage, photos, drawing reproductions, CD preparation, SharePoint hosting) according to the current rates in effect.
 - d. Client agrees to pay any other reimbursable expenses actually incurred by Kleinschmidt at cost.

V:\Admin Group\Contractual Documents\2023 Files\Method of Payment.docx

ATTACHMENT D

STANDARD TERMS AND CONDITIONS

**KLEINSCHMIDT ASSOCIATES
(A MAINE CORPORATION)
STANDARD TERMS AND CONDITIONS**

1. **Purpose:** These Standard Terms and Conditions when combined with a Proposal are intended to form a complete Agreement between Kleinschmidt Associates (Kleinschmidt) and the Client to whom the Proposal is addressed. When Kleinschmidt's signed Proposal has been accepted by the Client, the resulting Agreement shall take the place of all other agreements and representations concerning the subject of the Proposal. This Agreement may be amended only by a writing signed by both parties. Terms and Conditions of any purchase order issued by Client shall not be part of this Agreement unless separately signed by Kleinschmidt.

2. **Payment:** In consideration for Kleinschmidt's performance of the proposed work, Client shall pay Kleinschmidt as stated in the Proposal. Client agrees to pay promptly Kleinschmidt's fees and expenses as submitted on monthly invoices. If any balance remains unpaid thirty days from the date of the invoice, Client shall pay interest on the unpaid balance at the rate of one and one-half percent per month from said thirtieth day and shall, in addition, pay Kleinschmidt's costs of collection including reasonable legal fees.

3. **Client's Duties:** At no cost to Kleinschmidt, Client shall:
 - Promptly provide to Kleinschmidt the information required by Kleinschmidt for performance of its services.
 - Provide Kleinschmidt personnel with access to the work site so that they may perform their work without interference.
 - Designate a Client's representative with authority to transmit instructions, receive information, and define Client's policies concerning this Agreement.
 - Promptly notify Kleinschmidt of any defect in Kleinschmidt's services as soon as Client becomes aware of it.
 - Prior to commencement of Kleinschmidt's work, furnish Kleinschmidt with any special design or construction standards, which Client may require Kleinschmidt to follow.

4. **Kleinschmidt's Liability:** Kleinschmidt's services will be performed with that degree of reasonable care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
 - The total liability by Kleinschmidt and its agents for all claims relating to the work outlined in the Proposal shall not exceed the compensation received by Kleinschmidt or \$50,000, whichever is greater.
 - Kleinschmidt shall not be liable for any losses resulting from deficiencies in its services if those deficiencies arise from a cause beyond Kleinschmidt's reasonable control.

5. **Betterment:** If Kleinschmidt omits a required element of the project, Kleinschmidt shall not be responsible for paying the cost to add such item to the extent that it would have been necessary to the project or otherwise adds value or betterment. Kleinschmidt will not be responsible for any added cost or expense that provides betterment, upgrade or enhancement of the project.

6. **Shop Drawing Review:** When authorized by Client, Kleinschmidt shall review contractor submittals, such as shop drawings, product descriptions, samples, and other data, but only for determining that it conforms to the design concept and that it appears consistent with the contract documents. This shall not include checking the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction methods, coordination of the work with other trades, or construction safety issues, all of which are the sole responsibility of the Contractor.

Kleinschmidt's review shall be conducted with reasonable promptness while allowing sufficient time to permit a review that is adequate in Kleinschmidt's judgment. Review of a specific item does not mean that Kleinschmidt has reviewed the entire assembly of which the item is a part.

Kleinschmidt shall not be responsible for any deviation from the contract documents unless the deviation is brought specifically to Kleinschmidt's attention by the Contractor in writing. Kleinschmidt shall not be required to review partial submissions or those for which correlated items have not been received.

7. **Ownership of Documents:** Any drawings, specifications, or reports prepared by Kleinschmidt under this Agreement shall be the property of Client; however, Kleinschmidt shall have the unlimited right to use such drawings, specifications, and reports and the intellectual property therein. Client's use of such drawings, specifications, and reports shall be limited to the project or purpose for which they were prepared. Any use other than that purpose will be at Client's sole risk and without liability to Kleinschmidt and Client shall indemnify and hold harmless Kleinschmidt from all claims, damages, losses, and expenses resulting therefrom.
8. **Opinions of Probable Cost:** Opinions of Probable Cost prepared by Kleinschmidt are merely expressions of Kleinschmidt's judgment based on its experience as a design professional familiar with the industry. Kleinschmidt has no control over market prices, construction methods, or competitive conditions and therefore cannot represent that actual bids or negotiated prices will not vary from Kleinschmidt's Opinions of Probable Cost.
9. **Patents:** Kleinschmidt's work under this Agreement shall not include patent or copyright searches; and Kleinschmidt assumes no responsibility for any patent or copyright searches; and Kleinschmidt assumes no responsibility for any patent or copyright infringement that may arise from its work. Kleinschmidt makes no representation that anything made, used, or sold in connection with its services will be free from such infringement.
10. **Termination or Suspension:** Either party may terminate this Agreement upon reasonable notice to the other. Kleinschmidt shall be paid for the services provided and expenses incurred through the date of termination.

If the Agreement is terminated by the Client without breach by Kleinschmidt or if Kleinschmidt terminates for Client's breach, Kleinschmidt shall also be paid its reasonable and necessary termination costs which may include layoff and demobilization expenses as well as costs of terminating contracts, leases, and other obligations incurred by Kleinschmidt in reliance upon this Agreement. If Client suspends the work, Kleinschmidt shall be reimbursed by Client for such added fees and costs which arise from the suspension and remobilization.

Kleinschmidt shall not be liable to Client for losses resulting from Kleinschmidt's termination or suspension caused by Client's non-payment or other material breach of this Agreement.

11. **Assignment:** Neither party shall assign its rights, interests, or obligations under this Agreement without prior written consent from the other party; but such consent shall not unreasonably be withheld.
12. **No Waiver:** The failure of either party to enforce a provision of this Agreement shall not prevent that party from later enforcing it or from pursuing the remedies that may be available for breach of the provision.
13. **Indemnification:** Within its limit of liability Kleinschmidt shall indemnify and hold harmless the Client and its agents from any and all claims and losses caused solely by the negligent acts or omissions of Kleinschmidt or its agents in the performance of services under this Agreement.

Client shall indemnify and hold harmless Kleinschmidt and its agents from any and all claims and losses caused solely by the negligent acts or omissions of Client or its agents with respect to this Agreement.

14. **Governing Law:** This Agreement shall be governed by the laws of the State of Maine, provided that nothing contained in the Agreement shall be interpreted in such a way as to render the Agreement unenforceable under any law of the United States or the law of the place in which the Client is located.
15. **Time for Acceptance:** Kleinschmidt's proposal shall remain firm for no longer than 60 days unless another period is specified in the proposal or the time is specifically extended by Kleinschmidt.



STATE OF GEORGIA
RICHMOND COUNTY

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

AND

CONSULTANT

CONSULTANT: Kleinschmidt Associates

PROJECT: 2024 4th Part 12D Independent Consultant Canal Periodic Inspection

DATE EXECUTED:

DATE COMPLETED:



STATE OF GEORGIA
RICHMOND COUNTY

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

AND

CONSULTANT

This Agreement is made and entered into this _____ day of _____, 2023 by and between AUGUSTA, Georgia, a political subdivision of the State of Georgia, hereinafter called the "CITY" and S&ME, Inc., a Corporation authorized to do business in Georgia, hereinafter called the "CONSULTANT."

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

2024 4th Part 12D Independent Consultant Canal Periodic Inspection

and,

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

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



GENERAL PROVISIONS

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

CONSULTANT COORDINATION

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

AMENDMENTS TO AGREEMENT

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

REDUCTION IN REQUIRED SERVICES

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

DATE CHANGES

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

AGREEMENT MODIFICATIONS

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

TIME OF COMPLETION

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



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

PROJECT PROGRESS

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

LITIGATION

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

BINDINGS

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

EXTENT OF THE AGREEMENT

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



DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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



CONTRACT DOCUMENTS

List of Documents

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

Conflict and Precedence

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

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



GENERAL CONDITIONS

1. COMMENCEMENT OF WORK

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

2. PROFESSIONAL STANDARDS

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

3. CHANGES AND EXTRA WORK

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

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

4. PERSONNEL

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

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

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



5. ACCURACY OF WORK

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

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

6. CONFIDENTIALITY

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

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

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

7. OPEN RECORDS

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

8. JURISDICTION

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

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

9. TERMINATION OF AGREEMENT FOR CAUSE



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

10. TERMINATION FOR CONVENIENCE OF THE CITY

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

11. COORDINATION AND COOPERATION WITH OTHER UTILITIES AND CONSULTANTS

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

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

12. COVENANT AGAINST CONTINGENT FEES

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

13. RESPONSIBILITY FOR CLAIMS AND LIABILITY



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

14. INSURANCE

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

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

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

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

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

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

15. PROHIBITED INTERESTS



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

16. SUBCONTRACTING

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

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

17. ASSIGNABILITY

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

18. EQUAL EMPLOYMENT OPPORTUNITY

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

19. DRUG FREE WORK PLACE

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



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

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

20. ANTI-KICKBACK CLAUSE

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

21. AUDITS AND INSPECTORS

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

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

22. OWNERSHIP, PUBLICATION, REPRODUCTION AND USE

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

23. VERBAL AGREEMENT OR CONVERSATION

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



24. INDEPENDENT CONTRACTOR

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

25. NOTICES

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

CITY:

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

CONSULTANT:

Copy to:

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

26. TEMPORARY SUSPENSION OR DELAY OF PERFORMANCE OF CONTRACT

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

27. DEFECTIVE PRICING

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

28. SPECIFIED EXCUSES FOR DELAY OR NON-PERFORMANCE

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

29. HOLD HARMLESS

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



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

30. GEORGIA PROMPT PAY ACT NOT APPLICABLE

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

31. RIGHT TO INSPECT PREMISES

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

32. E-VERIFY

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

33. LOCAL SMALL BUSINESS LANGUAGE

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



34. ACKNOWLEDGEMENT

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

[SIGNATURES ON FOLLOWING PAGE]



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

CITY:

AUGUSTA, GEORGIA (CITY)

BY: _____

PRINTED NAME: Garnett L. Johnson

AS ITS: MAYOR

CONSULTANT:

BY: _____

PRINTED NAME: _____

AS ITS: Principal

ATTEST CLERK:

PRINTED NAME: Lena J. Bonner

AS ITS: Clerk of Commission

DATE: _____

ATTEST:

PRINTED NAME: _____

AS ITS: Principal

DATE: _____

Copy To:

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



CONSULTANT'S RESPONSIBILITIES

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

PROJECT UNDERSTANDING

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

REVIEW OF WORK

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

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

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

CONSULTANT'S INSURANCE

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



CITY'S RESPONSIBILITIES

CITY-FURNISHED DATA

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

RIGHT TO ENTER

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

ADVERTISEMENTS, PERMITS, AND ACCESS

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

TIMELY REVIEW

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

PROMPT NOTICE

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

CITY'S INSURANCE

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

LITIGATION ASSISTANCE

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



ATTACHMENT A - SCOPE OF SERVICES

For the Scope of Services, please refer to the attached proposal from Kleinschmidt Associates which includes the fee schedule for inspection tasks.

DRAFT



ATTACHMENT B - COMPENSATION

The CITY shall compensate the CONSULTANT for services, which have been authorized by the CITY under the terms of this Agreement.

The CONSULTANT may submit to the CITY a monthly invoice, in a form acceptable to the CITY and accompanied by all support documentation requested by the CITY, for payment for the services, which were completed during the billing period. The CITY shall review for approval said invoices. The CITY shall have the right to reject payment of any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined solely by the CITY, are unreasonably in excess of the actual phase of completion of each phase. The CITY shall pay each such invoice or portion thereof as approved, provided that the approval or payment of any such invoice shall not be considered to be evidence of performance by the CONSULTANT to the point indicated by such invoice, or of receipt of acceptance by the CITY of the service covered by such invoice. The CITY shall pay any undisputed items contained in such invoices.

Each invoice shall be accompanied by a letter progress report describing the total work accomplished for each phase and any problems, which have been encountered, which may inhibit execution of the work. The CONSULTANT shall also submit an accurate updated schedule, and an itemized description of the percentage of total work completed for each phase during the billing period.

When the CITY authorizes the CONSULTANT to proceed with the work authorized in a Task Order, it agrees to pay the CONSULTANT for work completed, on the basis of the standard billing rates shown in Attachment B to the Contract of those principals and employees engaged directly on the work.

Compensation for design services shall be invoices based on the sum of all actual costs incurred in the performance of the work, including all direct, payroll, overall and profit cost in an amount not-to-exceed the compensation set forth in the terms of the Agreement or any authorized Task Order. All invoices submitted by the CONSULTANT shall be detailed to reflect incurred expenses, labor hours and costs by authorized Task.

Overtime may be performed at the discretion of the CONSULTANT, but the premium time portion of the overtime will not be billed to the CITY unless the CONSULTANT has requested acceleration of the scheduled work in writing.



ATTACHMENT C - LISTING OF KEY PERSONNEL

CONSULTANT shall provide qualified personnel to perform its work. The list of key personnel below, including a designated Program Manager will not change or be reassigned without the written approval of the CITY. Those personnel committed for this work are as follows:



ATTACHMENT D - SCHEDULE FOR PERFORMANCE

For the Schedule for Performance, please refer to the attached proposal from Kleinschmidt Associates.

DRAFT



CONSULTANT SERVICES

As a part of this Agreement the CONSULTANT agrees to furnish the following checked items (**CONSULTANT to initial in the space provided acknowledging responsibility to furnish said item**).

Prior to Authorization To Proceed:

- ☒ Detailed Scope of Services based upon Schedule A of this Agreement to be submitted with Cost Proposal clearly defining the CONSULTANT'S understanding of the project limits, design objectives and CONSULTANT'S services to be provided.
- ☐ Cost Proposal that will include cost of surveying, design, preparation of construction plans and specifications, and other services requested in the CITY'S Request for Proposal.
- ☐ Schedule for submittal of review documents at 30%, 60%, and 90% completion; and final documents.

Prior to submitting 30% review documents:

- ☐ Locate all existing utilities using available information collected by the CONSULTANT. The CITY will furnish available information on water and sewer locations however the CONSULTANT must verify to CITY'S satisfaction.
- ☐ Provide CITY with information on the project site(s), including the following:
 - Past and present use of the land (specifically identify any landfilling activities in the area); identify any nearby designated wetlands
 - Soil type(s)
 - Boring results when required by CONSULTANT for new facilities or where depth of line and existing site conditions warrant.
 - Brief description of the area (e.g., residential, commercial, industrial) including general slope of the land, and whether trees, signs, etc. will be in conflict with the new facilities. Include number of properties affected and number of easements required with property owners identified
 - Identification of potential problems in meeting design objectives.
- ☐ Site Plan (If Required)

Throughout project:

- ☐ Prepare printed responses to comments received from the CITY following reviews.
- ☐ Provide the necessary plats for easement acquisition and DOT/other permit application.
- ☐ Prepare Public Works/DOT/Other permit applications for signature by the CITY.
- ☐ Prepare and submit plans to EPD for review and approval when required.



- ☐ Prepare plans and specifications, using *Augusta Utilities Design Standards and Specifications (latest version)*. Specifications must mirror that provided by the CITY.
- ☐ Prepare construction cost estimates at each review stage, 30%, 60%, 90%, and with the submittal of Final documents. Provide cost breakdown for any items to be lump sum in the construction contract.

Upon completion of design:

- ☐ Coordinate with the City Procurement Department to advertise the project.
- ☐ Fax bid information to CITY.
- ☐ Attend the Pre-Bid Meeting as a technical reference to the CITY.
- ☐ Prepare letter of recommendation for award of the contract.
- ☐ Develop conformed contract documents and forward to the CITY for execution.
- ☐ Attend the pre-construction meeting as a technical reference to the CITY.
- ☐ Provide clarification related to the plans/specifications throughout design and construction.
- ☐ Provide record drawings at completion of the project electronically, per the *Utilities Design Standards and Specifications (latest version)*.
- ☐ Provide Services During Construction as follows:
 - Attend project meetings as scheduled by the CITY
 - Recommend design changes as field conflicts arise (site visits may be required)
 - Review and approval of pay requests from the construction Contractor (line of communication will be construction contractor to resident observer to CONSULTANT to CITY)
 - Provide clarification of plans and specifications throughout construction
 - Revise/update plans and/or easement plats as changes occur that require resubmittal to DOT/other agencies.

AUGUSTA UTILITIES DEPARTMENT

BY: _____

PRINTED NAME: _____

TITLE: DIRECTOR

DATE: _____

CONSULTANT

BY: _____

PRINTED NAME: _____

TITLE: Principal

DATE: _____



ADDITIONAL SERVICES:

1. Revisions to the plans/contract documents to extend the limits of the project after this AGREEMENT has been executed by the CITY.
2. Revisions due to incorrect locations of existing utilities by the CONSULTANT (i.e., correct location given by CITY, incorrectly marked on plans by engineer) will be the responsibility of the CONSULTANT. Other revisions required by the CITY, DOT, EPD, or other government agency at their request will be considered an additional service.
3. Out-of-town meetings or conferences required of the CONSULTANT by the CITY.
4. Other not described above, as approved by the CITY.

NOTE:

It is the responsibility of the CONSULTANT as contracted by the CITY to provide professional surveying and engineering services. It is expected that such professionals will operate in a manner which assures the interests of the common welfare, rather than in a manner which promotes their own financial gain. It is expected that such professionals will act as a faithful agent for the CITY as a client. It is the duty of the CONSULTANT to protect the safety, health and welfare of the public in the performance of their professional duties.



BEST AND FINAL FEE PROPOSAL

DRAFT

May 19, 2023

Via Email

Chad Hendrix, PE
Assistant Director
Augusta Utilities Department
452 Walker Street
Augusta, GA 30901

Proposal for Engineering Services (2097002.00)
Augusta Canal Hydroelectric Project (FERC No. 11810)
2024 4th FERC Part 12D Periodic Inspection

Dear Mr. Hendrix:

Kleinschmidt Associates (Kleinschmidt) is pleased to submit this proposal to provide engineering services to prepare the 4th Part 12D Independent Consultant Dam Safety Inspection of the Augusta Canal Hydroelectric Project (FERC No. 11810, Project). The 4th Part 12D Safety Inspection of the Project will be conducted as a Periodic Inspection (PI), in accordance with and as required by the Federal Energy Regulatory Commissions' (FERC) Chapter's 16 and 17 of the *Engineering Guidelines for the Evaluation of Hydropower Projects (Guidelines)*, December 16, 2021. According to the information we have available, the Part 12D Periodic Inspection Report (PIR) is due to FERC by June 30, 2024.

We propose Nick Ciomei, P.E., as the Independent Consultant (IC), structural subject matter expert (SME), and Project Manager. Mr. Ciomei is a FERC-approved IC and he has not performed back-to-back Part 12 inspections of the Project. A copy of Mr. Ciomei's résumé is attached for Augusta Utilities Department's (AUD) review (Attachment A). Mr. Ciomei will be accompanied by two additional Kleinschmidt engineers to participate in the inspection of the Project's structures. One of the engineers will be an experienced engineer that can act as the Geotechnical SME. The second additional engineer will perform the role of IC assistant and notetaker for the inspection.

Kleinschmidt will not use subconsultants in performing the proposed scope of work.

PROPOSED SCOPE OF WORK

According to paragraph 12.32 of FERC Order 122, the proposed scope of work for the safety inspection is "...to identify any actual or potential deficiencies that might endanger life, health, or property, including deficiencies that may be in the condition of those project works or in the quality or adequacy of project maintenance, safety, methods of operation, analyses, and

Chad Hendrix
May 19, 2023

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other conditions.” The requirements for the PIR are contained in Chapter 16 of FERC’s *Guidelines*. The proposed work will be performed according to the requirements of the *Guidelines* and as outlined in FERC’s Part 12 Notification Letter of December 19, 2022. All work will be performed either by the IC or under the direction of the IC. We will perform the following tasks to prepare the Part 12D PIR for the Project.

TASK 1: REVIEW BACKGROUND INFORMATION

We request that AUD provide an electronic copy of the following documents for the IC to review before visiting the Project. Some documents are requested in Microsoft Word or Excel format, as noted:

- Supporting Technical Information Document (STID) — the most current version of the document or the draft containing proposed revisions in Microsoft Word;
- Potential Failure Modes Analysis (PFMA) Report and addenda in Microsoft Word;
- copies of the three previous Part 12 Safety Inspection Reports (SIRs);
- dam safety correspondence with FERC since the previous SIR;
- FERC’s most recent annual inspection report;
- most recent version of the Dam Safety Surveillance and Monitoring Plans (DSSMP);
- most recent Dam Safety Surveillance and Monitoring Reports (DSSMR);
- instrumentation and monitoring data set up to be plotted (if data are not in Excel, please provide electronic copies of the data plots);
- current Emergency Action Plans (EAPs);
- current Owner’s Dam Safety Plan (ODSP);
- current Public Safety Plan (PSP);
- project drawings; and
- documents describing any modifications, studies, or investigations that have been performed since the STID was last updated.

Assuming that the drawings and other information contained in the documents are legible and suitable for reproduction and use in the Part 12D PIR, no other background information should be needed.

The IC needs to review AUD’s correspondence with FERC regarding dam safety to ensure that he is aware of any issues that FERC may have with the safety of the Project. The correspondence should start with the letter submitting the 3rd Part 12D SIR to FERC up to the current day. Copies of correspondence regarding licensing issues or annual operating reports are not needed.

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The requested documents should be provided to Kleinschmidt as soon as practical after issuing the notice to proceed, and at least 4 months before the field inspection for creation of the Pre-Inspection Preparation Report (PIPR, Task 6).

TASK 2: PART 12D INSPECTION PLAN

A Part 12D Inspection Plan for the Project will be prepared under the direction of the IC in a format that complies with the FERC's requirements as contained in Chapter 16 of the *Guidelines*. The Inspection Plan will include the Project's basic information, type of inspection, the proposed IC Team subject matter disciplines, and a schedule for completing the Part 12D inspection-related activities. Kleinschmidt will submit the proposed IC Team's resumes as part of the Inspection Plan. Kleinschmidt will deliver an electronic copy of the draft plan in Microsoft Word format. We request AUD to provide consolidated comments on the draft plan to Kleinschmidt within 2 weeks of receipt. Kleinschmidt will deliver the final plan within 2 weeks of receiving comments on the draft.

TASK 3: PARTICIPATE IN SECOND FERC COORDINATION CALL

Kleinschmidt will participate in the second coordination conference call with AUD and FERC. The purpose of the call is to discuss FERC's expectations of AUD and the IC during the PFMA review and field inspection. Any outstanding items or past Part 12D recommendations that have not been fulfilled or that require particular attention during the PFMA reviews and field inspections will be discussed during this call.

TASK 4: REVIEW SUPPORTING TECHNICAL INFORMATION DOCUMENT

The IC will review the STID for the Project in advance of creating the PIPR (Task 6). Any hydrologic studies and stability analyses performed since the last SIR will be reviewed as part of this task. We propose no additional studies or new analyses be completed specifically for preparing the PIR.

TASK 5: REVIEW INSTRUMENTATION AND SURVEY DATA

The IC will review the data provided by AUD to monitor the movement, stability, or uplift of the water-retaining structures at the Project. We expect the data to include the information required according to the *Guidelines*, Appendix H, Section 4.0. We understand that the active instrumentation and survey data at the Project is limited to that associated with monitoring of seepage. There are no piezometers being monitored nor are their deformation surveys (horizontal and vertical movement) being performed.

The data plots should cover not less than 15 years of data if available (*Guidelines*, Appendix D), although providing data for the full length of the instruments' record is preferred in order to allow a comparison of the last five years of data with historic data. The PIR will contain an

Chad Hendrix
May 19, 2023

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evaluation of the existing monitoring program and, if necessary, recommendations for revising the program. The PIR will also include a copy of the instrumentation data plots.

The Proposed Scope of Work does not include compiling or entering instrumentation data into any data base, or the generation of graphs of the data, but such services can be provided if requested and they will be considered as additional work.

TASK 6: PRE-INSPECTION PREPARATION REPORT

The PIPR will be prepared under the direction of the IC in a format that complies with the FERC's requirements as contained in Chapter 16 of the *Guidelines*. Unlike the Part 12 Inspection Plan, the PIPR will be utilized as part of the PIR (Task 9) and will require a separate plan for the Project. The PIPR will clearly state the required documentation in accordance with Section 16-4.2 of the *Guidelines* and IC Team inclusive of each proposed team member and their résumé. As part of the PIPR task and to meet the *Guidelines*, Kleinschmidt has assumed limited hand calculations will be performed to review analyses of record for the Project. Kleinschmidt will deliver electronic copies of the draft report in Microsoft Word. We assume AUD will provide consolidated comments on the draft report to Kleinschmidt within 4 weeks of receipt. Kleinschmidt will deliver the final report within 2 weeks of receiving comments on the draft.

TASK 7: REVIEW PFMA REPORT

The IC will review the current PFMA Report for the Project and documents provided by AUD that provide information to assess potential impacts to existing potential failure modes (PFMs) or to identify new PFMs as requested by FERC. The PI does not require a formal PFMA review; however, a review of PFMs with respect to current project conditions, studies, and outstanding items is required. Based on Kleinschmidt's understanding of the Project and some current outstanding items related to a number of PFMs, Kleinschmidt has planned and budgeted for up to 16 hours for PFM review and documentation of PFM related discussion within the PIR.

TASK 8: INSPECT PROJECT STRUCTURES

The IC and IC assistant will visit the Project to observe the water-retaining structures, focusing on the condition of each structure and considering the findings of the PFMA review. The inspection will assess the condition of the diversion dam, if not being overtopped, the 7-mile-long canal and any structure that intrudes into or passes beneath the canal dikes and waterways. Ideally, the IC's site visit will occur concurrently with FERC's annual inspection, and the IC will compare notes and findings with the FERC Inspector before leaving the site.

The IC will endeavor to perform the field inspection when the diversion dam is not spilling or minimally spilling flows to maximize visual observation of the structures, and when the ground surface is dry to identify any seepage or leakage. The date of the field inspection is not yet

Chad Hendrix
May 19, 2023

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determined but will include the IC Team and participants from AUD and FERC. Based on our current understanding of the Project and the work to be completed, we assume that the Part 12D field inspection will be completed in up to 3 days.

As part of the field inspection, the IC will offer an opinion regarding the adequacy of the operation and monitoring of the Project with respect to the findings of the PFMA review. Kleinschmidt will observe maintenance and repairs of the Project, if any, completed since the previous Part 12D SIR. The IC will visually observe the condition of project structures and consult with AUD personnel to complete the inspections. We request and assume that personnel knowledgeable on the history, operation, maintenance, and modification of the Project will be made available to accompany the IC Team during the inspection. The IC will use no equipment other than a camera, a geologist's hammer, and a measuring tape to test or assess the condition of project structures, equipment, and features. Our proposed services exclude inspecting the portions of the Project's structures that are underwater.

Kleinschmidt will provide the IC Team with safety shoes, glasses, hard hat, and gloves; AUD shall provide personal flotation devices, a boat and operator for access, and fall protection equipment, if required. We request that AUD arrange to provide the safety equipment, clearances, and field checks needed to allow access to any galleries or passages associated with the Project's structures. We assume that no spillage will occur during the inspection, both for safety and so that the IC Team can view the spillway effectively.

If the IC Team determines that additional analyses or field data are necessary to evaluate the condition or safety of the Project properly, the IC will work with AUD to develop means to secure such information. Any work to scope or complete additional analyses or to develop additional data gathering programs will be considered additional services. We assume that the recommendations of previous Part 12D Inspection Reports and FERC's comments on those reports have been addressed; therefore, this proposal excludes addressing any outstanding recommendations or comments.

TASK 9: PREPARE PART 12D PERIODIC INSPECTION REPORT

A Part 12D PIR will be prepared for the Project under the direction of the IC in a format that complies with the FERC's requirements as contained in the *Guidelines*. Pertinent sections of the Part 12D PIR will clearly state the extent of review of analyses and studies performed by the IC or under his direction, and whether the IC agrees with the methods, assumptions and findings of those analyses or studies.

Kleinschmidt will deliver an electronic copy of the draft report in Microsoft Word and PDF formats. The draft report will include photographs taken during the field inspection and selected to document the condition of Project's structures. The cover and each page of the Part 12 PIR will contain the following footnote "Critical Energy Infrastructure Information – Do

Chad Hendrix
May 19, 2023

6.

Not Release.” We request that AUD provide consolidated comments on the draft report to Kleinschmidt within 4 weeks of receipt.

The scope of work covered in this proposal excludes services required to address any follow-up questions from FERC. Kleinschmidt cannot anticipate the questions or the level of detail of the questions that FERC may ask. Kleinschmidt expects to prepare complete reports that leave no unresolved issues, but we cannot guarantee that FERC will have no questions on the reports or their findings.

SCHEDULE

The draft schedule for completion of the work is proposed as follows, subject to discussion with AUD and FERC:

TASK	COMPLETION DATE
Proposal Submitted to AUD	May 19, 2023
Authorization to Proceed	By June 2, 2023
Task 1 – Review Background Materials	Continuous Throughout Project
Task 2 – DRAFT Part 12D Inspection Plan	June 23, 2023
Task 2 – FINAL Part 12D Inspection Plan	July 14, 2023
Task 3 – Second FERC Coordination Call	TBD, Summer 2023
Tasks 4, 5, & 7 – Review of STID/Instruments/PFMs	Continuous Throughout Project
Task 6 – DRAFT PIPR	November 10, 2023
Task 6 – FINAL PIPR	December 15, 2023
Task 8 – Field Inspection	January/February 2024
Task 9 – DRAFT PIR	May 31, 2024
Task 9 – FINAL PIR	June 28, 2024
Final PIR due to FERC	June 30, 2024

COST

Kleinschmidt will perform the proposed work on an Hourly Rate plus Expenses basis. Based upon our understanding of the scope of work, the estimated cost for this is **\$85,000** (Eighty-five thousand dollars). This Cost of Services is calculated using Kleinschmidt’s 2023 Rate Schedule (Attachment B) for work planned for 2023 and a 5% increase in rates for 2024. The estimate is not a fixed price or an upper limit. We will not exceed the estimated amount without first discussing the need with you and receiving your authorization to proceed.

Chad Hendrix
May 19, 2023

7.

Kleinschmidt will communicate a need for a change order, if necessary, once the 2024 Rate Schedule is finalized.

TERMS AND CONDITIONS

The proposed scope of work will be performed on an Hourly Rate plus Expenses basis according to Kleinschmidt's Method of Payment (Attachment C), 2023 Rate Schedule (Attachment B) and the Standard Terms and Conditions (Attachment D). Work completed in 2024 will be based on an estimated 5% increase over the 2023 Kleinschmidt rates to accommodate our annual business cost adjustments.

Please reference this proposal, *Proposal No. 2097002.00*, on the face of the purchase order (PO) or other form of written notice issued as authorization to proceed. If a PO is issued as authorization to proceed, please note on the face of the PO that the terms and conditions referenced in this proposal supersede any shown on the back of the PO. Provide written authorization to proceed to the following address and forward an electronic copy of the authorizing document to Nick Ciomei at Nick.Ciomei@KleinschmidtGroup.com:

Kleinschmidt Associates
P.O. Box 650
Pittsfield, ME 04967-0650
Attn: Accounting Group

We appreciate the opportunity to assist you with this project. If you have any questions regarding this proposal, please call or e-mail Nick Ciomei at 207.416.1216 or Nick.Ciomei@KleinschmidtGroup.com.

Sincerely,

KLEINSCHMIDT ASSOCIATES



Nick M. Ciomei, P.E.
Project Manager



Steven R. Layman, Ph.D.
Project Director
NMC:FHW

Attachments: Attachment A. IC's Résumé
Attachment B. 2023 Rate Schedule
Attachment C. Method of Payment
Attachment D. Standard Terms and Conditions

cc: Proposal Distribution

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2097002_Augusta Canal Part 12 PI Proposal.docx

ATTACHMENT A
INDEPENDENT CONSULTANT'S RÉSUMÉ



Nicholas M. Ciomei, P.E.

Project Role: Structural Subject Matter Expert

Nick Ciomei has 12 years of dam safety experience and specializes in dam safety/Part 12D safety inspections as a FERC approved IC. He conducted six Part 12 safety inspections and PFMA projects as an IC and assisted the FERC-approved IC on 25 additional Part 12 safety inspections and PFMA projects. Nick is experienced in completing gravity stability analyses for concrete, timber crib, masonry, stacked stone, and various gated structures. His experience includes engineering design and inspection for a variety of hydropower structures such as retaining walls, spillways, penstocks, flashboards, and rock anchors. In addition, Mr. Ciomei facilitates emergency action plan functional and tabletop exercises, generates dam safety surveillance monitoring plans/reports and standard technical information documents. He received the Leveraging Potential Failure Mode Analysis to Perform Semi-Quantitative Risk Analysis training and the Fundamentals of Facilitating a Semi-Quantitative Risk Analysis required for facilitators.

Position with Firm
Senior Engineer

Key Expertise

- FERC Part 12 Dam Safety Inspection
- DSSMR/DSSMP
- Stability Analysis
- Supporting Technical Information Documents (STID)
- Dam & Spillway Inspections & Design
- Gates & Water Control Design
- Penstock Investigation & Design

Professional Registration

Professional Engineer, ME, HI, VT, NH, GA

Certification/Training

FERC-Approved Independent Part 12D Consultant

Leveraging Potential Failure Mode Analysis to Perform Semi-Quantitative Risk Analysis

Fundamentals of Facilitating a Semi-Quantitative Risk Analysis

SPRAT Rope Access Technician Level I

Safety Evaluation of Existing Dams, Bureau of Reclamation

Inspection and Assessment of Dams, Bureau of Reclamation

Education

B.S. Civil Engineering, minor in Business, University of Maine, 2010

Years of Experience

With Kleinschmidt: 9
Total: 12

Relevant Project Experience

Federal Energy Regulatory Commission (FERC) Part 12 Independent Consultant and Potential Failure Mode Analyses (PFMA)

Independent Consultant for the following FERC Part 12 inspection and potential failure mode analysis (PFMA) in 2021:

Tallulah Falls, GA - 2021
Clark's Falls, VT - 2021
Peterson, VT - 2021

Tugalo, GA - 2022
Bartletts Ferry, GA - 2022
Pocono Lake, PA - 2022

Assisted the Independent Consultant with Federal Energy Regulatory Commission (FERC) Part 12 and Potential Failure Mode Analyses (PFMA)

Independent Consultant Assistant responsible for the following FERC Part 12 inspection and potential failure mode analyses (PFMA) in the years noted:

Bartlett's Ferry, GA - 2018
Clark's Falls, VT - 2017
Eel Weir, ME - 2016
Ellsworth, ME - 2015
Forest City, ME - 2014
Gantt, AL - 2018
Graham Lake, ME - 2015
Gregg's Falls, NH - 2016
Gulf Island, ME - 2015
Indian Orchard, MA - 2015 & 2020
Minetto, NY - 2017
Sinclair, GA - 2017
Parr Pond, GA (PFMA Only) - 2017

Peterson Dam, VT - 2017
Phoenix, NY - 2018
Point A, AL - 2018
Rapidan, MN - 2016
Red Bridge, MA - 2015 & 2020
Sebec, ME - 2017
Vanceboro, ME - 2014
Wallace Dam, GA - 2020
West Grand Lake, ME - 2014
Weston, ME - 2014
Mathis-Terrora, GA - 2020
Augusta Canal, GA (PFMA Only) - 2020

Dam Safety and Compliance, General Services

Eagle Creek Renewable Energy

Project Manager responsible for leading dam safety and compliance work for ECRE's Midwest and East Division hydro assets. The work included providing support services for FERC 12.10 reports, emergency embankment repair designs, dive report reviews, construction support, Tainter gate inspections, STID and DSSMP revisions, stability analyses, dam safety state and federal correspondence, and other miscellaneous FERC compliance documents.

FERC Part 12 Inspection, Pocono Lake Pocono Lake Preserve, Pocono Lake, PA

Project Manager and Independent Consultant responsible for FERC Part 12 inspection. Types of structures inspected include a concrete gravity dam, uncontrolled ogee spillway, and earthen embankments. Project services included dam inspections, hydrologic & hydraulic analyses including PMF determination and dam breach analyses, and potential failure mode analyses (PFMA) review.

Multiple Dam Safety Projects, Gantt and Point A Developments, Conecuh Hydroelectric Project, PowerSouth Energy Cooperative, Andalusia, AL

Project Manager & Project Engineer responsible for multiple projects at the two developments between 2015 and 2018 including: Rewriting and separating STIDs, DSSMPs, and DSSMRs for reporting years 2016-2018, 5-year ODSP audit, conducting the 10-year Detailed Tainter Gate inspections, Focused Spillway Assessments, and Part 12D Inspection. The developments both consist of large earthen embankment structures, Tainter gate spillways, and integral intake/powerhouse structures. Each development has 20+ embankment and spillway piezometers, toe ditch weirs, and survey monuments. Due to access limitations, the close-up Tainter gate inspection incorporated rope access techniques to meet the FERC Guidelines. Additional work completed during the STID update process included stability analyses of concrete gravity structures, identification of population at risk due to a dam breach, and revised spillway rating curves for each development. The Focused Spillway Assessment was completed to address the FERC initiative as a result of the Oroville Dam event. The Part 12D inspection included a comprehensive PFMA review that addressed concerns raised during the Focused Spillway Assessment. Project work to date has resulted in a revamped dam safety program addressing deficiencies noted by FERC and now meets or exceeds the FERC Guidelines.

Audit of Owner's Dam Safety Program, Six Hydroelectric Projects Kruger, KEI (USA) Power Management Inc., Gardiner, ME

Project Manager responsible for managing audit of KEI's Owner's Dam Safety Program (ODSP) for submittal to Federal Energy Regulatory Commission. Audit included review of KEI's ODSP and related documents for six hydroelectric projects with high hazard potential in Maine, New York and Virginia. Evaluation of the ODSP included interviews of KEI's personnel and preparation of the audit report, which was submitted to the Atlanta Regional Engineer of FERC.

Revised Owners Dam Safety Program Central Rivers Power Massachusetts, MA

Project Manager and Project Engineer responsible for revising the Owner's Dam Safety Program after assets were purchased. The revised program consisted of a complete rewrite of the document, specifically the roles and responsibilities of the new owner from management through operations staff, defining of the companies training programs, and maintenance of the Owner's Dam Safety Program.

Spillway Stability and Rock Anchoring, Middlesex Dam Green Mountain Power, Middlesex, VT

Project Engineer responsible for the design of rock anchors to improve the stability of a 50-foot-high concrete gravity ogee spillway founded on bedrock to meet flood loading conditions. Performed stability analysis for all concrete gravity structures of the project as a part of a condition assessment report and provided design/construction support throughout installation of anchors.

Stability Analyses, Lockhart Hydroelectric Project Lockhart Power Company, Lockhart, SC

Project Engineer responsible for stability analyses of concrete gravity canal headgate, headgate non-overflow, sandgate, sluiceway, canal spillway, canal draingate, and powerhouse spillway structures. Analysis included sensitivity analyses of required friction factor, cohesion, and post-tensioned anchors forces for each structure not meeting FERC Guidelines.

Detailed Tainter Gate Inspection, Keystone Hydroelectric Project Nebraska Public Power District, Ogallala, NE

Project Engineer responsible for performing a close-up, detailed condition inspection of nine Tainter gates at the Keystone Hydroelectric Project. Limited inspection access and size of the gates required the use of rope access equipment. Generated and submitted a report summarizing the inspection and provided recommendations to the client for maintenance and repair.

Detailed Tainter Gate Inspection, Saluda Hydroelectric Project South Carolina Electric & Gas, Columbia, South Carolina

Project Manager & Engineer responsible for performing a close-up, detailed condition inspection of six Tainter gates at the Saluda Hydroelectric Project. Limited inspection access and size of the gates required the use of fall protection equipment and rope access techniques. Generated and submitted a report summarizing the inspection and provided recommendations to the client for maintenance and repair. Additionally, a table top and inspection investigation into historic pier movement for one of the internal gate piers was conducted.

Penstock Inspection, Mathis-Terrora Development Georgian Power Company, Tallulah Falls, GA

Engineer responsible for inspecting two partially buried and above ground penstocks. The inspection included a visual inspection of the interior and exterior visible portions, thickness gauge readings, and determination of voids for buried portions of the penstocks. Thickness readings were used to perform calculations based on internal and external pressures present at the site to estimate remaining service life and recommend future repairs and monitoring recommendations.

Peacham Pond Improvements, Peacham Pond Dam Green Mountain Power, Marshfield, VT

Project Manager responsible for the design of multiple repairs and upgrades to the Peacham Pond outlet works intake structure. The project consisted of site inspections, design, and construction support for the concrete tower. The project added electrical hook-up, new access walkway, low-level gate housing structure, new bubbler system, installation of a pond control weir and leaf gate, and miscellaneous concrete repairs.

Seepage Investigation and Analysis, Bartletts Ferry Project Georgia Power, Bartletts Ferry, GA

Project Manager responsible for the investigation into seepage, settlement, and abnormal piezometer readings within the main embankment adjacent to the Tainter gate spillway structure at the Project. The project consisted of a model of the structure in Civil3D, subsurface boring and piezometer installation program using sonic drilling methods, and seepage and stability analyses of the embankment and concrete retaining wall structures, respectively.

Power Canal Dam Break Analysis and Removal Design, Webster and Pembroke Dams, Eagle Creek Renewable Energy, Suncook, NH

Project Manager and Engineer responsible for developing a HEC-RAS breach model for the Webster Dam Power Canal located on the Suncook River in New Hampshire to determine the Hazard Classification. Used a LiDAR digital elevation model (DEM) to model downstream impacts within GIS. As a part of this project, a second HEC-RAS model was generated to study normal pool and flood the effects for a partial removal of a small, stone block dam located downstream of Webster Dam. Managed a team that completed construction drawing and permitting packages for the partial removal.

Penstock Inspection and Replacement Design, Lower Great Falls Dam Enel Green Power North America, Inc., Somersworth, NH

Project Engineer responsible for inspecting four sections of buried penstock at the Lower Great Falls Dam for condition. Used thickness readings obtained during inspection to perform calculations based on internal and external pressures present at the site to estimate remaining service life and recommend future repairs and replacement options and estimated costs. Based on the results of the inspection, completed multiple replacement design options, including replace in kind, slip lining, and reconfiguration to improve hydraulic efficiency, for two of the four penstocks at the site.

Previous Work Experience

Dam Safety Inspections, Multiple Dams

Maine Emergency Management Agency (MEMA), Statewide ME

Assistant State Dam Inspector. Conducted condition and hazard inspections of concrete gravity, timber crib, earth embankment, and rockfill dams, table-top Emergency Action Plan exercises, and worked with private and municipal dam owners to achieve compliance with state regulations. Completed dam breach analyses to determine flood inundation extents for hazard classification of dams using ArcGIS, WMS, HydroCAD, and HEC-RAS.

GEI Consultants

Portland, ME

Water Resources Engineer. Used ArcGIS and HEC-RAS software to model and analyze inundation zones and incremental impacts downstream of a dam breach. Created watershed models in HEC-HMS and HydroCAD for rainfall runoff and water quality analysis.

DRAFT

ATTACHMENT B
2023 RATE SCHEDULE

DRAFT

KLEINSCHMIDT ASSOCIATES
2023 RATES (USD)

Item 5.

LABOR CATEGORY	HOURLY BILLING RATE
SENIOR MANAGERS/CONSULTANTS	
Principal Consultant F1	\$285.00
ENGINEERS	
Senior Engineering Advisor E7	\$265.00
Senior Engineering Consultant E6	\$240.00
Senior Engineer E5	\$198.00
Project Engineer E4	\$180.00
Engineer E3	\$166.00
Staff Engineer E2	\$148.00
Engineer Technician E1	\$114.00
LICENSING COORDINATORS/PLANNERS	
Senior Regulatory/Planner Advisor L/P7	\$265.00
Senior Licensing Coordinator/Planner L/P6	\$210.00
Project Licensing Coordinator/Planner L/P5	\$172.00
Licensing Coordinator/Planner L/P4	\$152.00
Staff Licensing Coordinator/Planner L/P3	\$130.00
Associate Licensing Coordinator/Planner L/P2	\$114.00
Licensing Coordinator/Planner Technician L/P1	\$92.00
Licensing Intern L/P0	\$72.00
SCIENTISTS	
Senior Science Advisor S7	\$255.00
Senior Scientist S6	\$202.00
Project Scientist S5	\$171.00
Scientist S4	\$148.00
Staff Scientist S3	\$130.00
Associate Scientist S2	\$104.00
Scientist Technician S1	\$90.00
Field Technician S0	\$68.00
PROJECT AND PROGRAM MANAGEMENT	
Project Director	\$276.00
Senior Project Manager PM2	\$250.00
Project Manager PM1	\$210.00
Senior Support Staff A7	\$210.00
Project Controller A6	\$175.00
Senior Project Coordinator or Administrator /Accountant A5	\$141.00
Project Administrator or /Accountant A4	\$122.00
Administrative Staff A3	\$106.00
Associate Administrative Staff A2	\$92.00
Office Assistant A1	\$81.00
DESIGNERS/DRAFTERS	
Lead Designer D5	\$164.00
Senior Designer D4	\$148.00
Designer D3	\$130.00
Senior Drafter D2	\$114.00
Drafter D1	\$98.00

Effective January 1, 2023

ATTACHMENT C

METHOD OF PAYMENT

DRAFT

KLEINSCHMIDT ASSOCIATES
METHOD OF PAYMENT

1. Client may pay Kleinschmidt either on a negotiated Lump Sum basis or Hourly Rate basis, as defined in the Work Authorization and agreed by the *Client* and Kleinschmidt in writing.
2. Client agrees to pay Kleinschmidt for Services the amounts quoted in the Proposal or Work Authorization, in accordance with the compensation terms laid out in the contract. Kleinschmidt agrees not to exceed the estimated consulting costs as stated in the proposal without explaining the need to the Client and obtaining the Client's authorization to proceed.
3. For Lump Sum projects, Kleinschmidt will invoice monthly as a percent complete of the project or Work Authorization, unless otherwise defined in the Work Authorization.
4. For Time and Materials, or Hourly Rate projects, Kleinschmidt will invoice monthly for all employee time at the hourly billing rate currently in effect, times a number of hours worked on the project plus subconsultant fees and expenses as described below. Client agrees to pay for expert testimony and direct preparation for testimony in any litigation, arbitration, or other legal or administrative proceeding at 150% of the standard billing rates with a minimum daily charge based upon an 8-hour day, plus Reimbursable Expenses.
5. For any projects where expenses are invoiced separately from labor, the following apply:
 - a. Client agrees to pay Kleinschmidt a 15 percent markup for subconsultant services.
 - b. Client agrees to pay 3 percent of labor costs for telecommunications (e.g., phone, data transmission and storage, fax, conference and video conference, data security).
 - c. Client agrees to pay for specialized computer programs, field equipment, and other unit charges (e.g., photocopies, mileage, photos, drawing reproductions, CD preparation, SharePoint hosting) according to the current rates in effect.
 - d. Client agrees to pay any other reimbursable expenses actually incurred by Kleinschmidt at cost.

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ATTACHMENT D
STANDARD TERMS AND CONDITIONS

DRAFT

**KLEINSCHMIDT ASSOCIATES
(A MAINE CORPORATION)
STANDARD TERMS AND CONDITIONS**

1. **Purpose:** These Standard Terms and Conditions when combined with a Proposal are intended to form a complete Agreement between Kleinschmidt Associates (Kleinschmidt) and the Client to whom the Proposal is addressed. When Kleinschmidt's signed Proposal has been accepted by the Client, the resulting Agreement shall take the place of all other agreements and representations concerning the subject of the Proposal. This Agreement may be amended only by a writing signed by both parties. Terms and Conditions of any purchase order issued by Client shall not be part of this Agreement unless separately signed by Kleinschmidt.
2. **Payment:** In consideration for Kleinschmidt's performance of the proposed work, Client shall pay Kleinschmidt as stated in the Proposal. Client agrees to pay promptly Kleinschmidt's fees and expenses as submitted on monthly invoices. If any balance remains unpaid thirty days from the date of the invoice, Client shall pay interest on the unpaid balance at the rate of one and one-half percent per month from said thirtieth day and shall, in addition, pay Kleinschmidt's costs of collection including reasonable legal fees.
3. **Client's Duties:** At no cost to Kleinschmidt, Client shall:
 - Promptly provide to Kleinschmidt the information required by Kleinschmidt for performance of its services.
 - Provide Kleinschmidt personnel with access to the work site so that they may perform their work without interference.
 - Designate a Client's representative with authority to transmit instructions, receive information, and define Client's policies concerning this Agreement.
 - Promptly notify Kleinschmidt of any defect in Kleinschmidt's services as soon as Client becomes aware of it.
 - Prior to commencement of Kleinschmidt's work, furnish Kleinschmidt with any special design or construction standards, which Client may require Kleinschmidt to follow.
4. **Kleinschmidt's Liability:** Kleinschmidt's services will be performed with that degree of reasonable care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
 - The total liability by Kleinschmidt and its agents for all claims relating to the work outlined in the Proposal shall not exceed the compensation received by Kleinschmidt or \$50,000, whichever is greater.
 - Kleinschmidt shall not be liable for any losses resulting from deficiencies in its services if those deficiencies arise from a cause beyond Kleinschmidt's reasonable control.
5. **Betterment:** If Kleinschmidt omits a required element of the project, Kleinschmidt shall not be responsible for paying the cost to add such item to the extent that it would have been necessary to the project or otherwise adds value or betterment. Kleinschmidt will not be responsible for any added cost or expense that provides betterment, upgrade or enhancement of the project.
6. **Shop Drawing Review:** When authorized by Client, Kleinschmidt shall review contractor submittals, such as shop drawings, product descriptions, samples, and other data, but only for determining that it conforms to the design concept and that it appears consistent with the contract documents. This shall not include checking the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction methods, coordination of the work with other trades, or construction safety issues, all of which are the sole responsibility of the Contractor.

Kleinschmidt's review shall be conducted with reasonable promptness while allowing sufficient time to permit a review that is adequate in Kleinschmidt's judgment. Review of a specific item does not mean that Kleinschmidt has reviewed the entire assembly of which the item is a part.

Kleinschmidt shall not be responsible for any deviation from the contract documents unless the deviation is brought specifically to Kleinschmidt's attention by the Contractor in writing. Kleinschmidt shall not be required to review partial submissions or those for which correlated items have not been received.

7. **Ownership of Documents:** Any drawings, specifications, or reports prepared by Kleinschmidt under this Agreement shall be the property of Client; however, Kleinschmidt shall have the unlimited right to use such drawings, specifications, and reports and the intellectual property therein. Client's use of such drawings, specifications, and reports shall be limited to the project or purpose for which they were prepared. Any use other than that purpose will be at Client's sole risk and without liability to Kleinschmidt and Client shall indemnify and hold harmless Kleinschmidt from all claims, damages, losses, and expenses resulting therefrom.
8. **Opinions of Probable Cost:** Opinions of Probable Cost prepared by Kleinschmidt are merely expressions of Kleinschmidt's judgment based on its experience as a design professional familiar with the industry. Kleinschmidt has no control over market prices, construction methods, or competitive conditions and therefore cannot represent that actual bids or negotiated prices will not vary from Kleinschmidt's Opinions of Probable Cost.
9. **Patents:** Kleinschmidt's work under this Agreement shall not include patent or copyright searches; and Kleinschmidt assumes no responsibility for any patent or copyright searches; and Kleinschmidt assumes no responsibility for any patent or copyright infringement that may arise from its work. Kleinschmidt makes no representation that anything made, used, or sold in connection with its services will be free from such infringement.
10. **Termination or Suspension:** Either party may terminate this Agreement upon reasonable notice to the other. Kleinschmidt shall be paid for the services provided and expenses incurred through the date of termination.

If the Agreement is terminated by the Client without breach by Kleinschmidt or if Kleinschmidt terminates for Client's breach, Kleinschmidt shall also be paid its reasonable and necessary termination costs which may include layoff and demobilization expenses as well as costs of terminating contracts, leases, and other obligations incurred by Kleinschmidt in reliance upon this Agreement. If Client suspends the work, Kleinschmidt shall be reimbursed by Client for such added fees and costs which arise from the suspension and remobilization.

Kleinschmidt shall not be liable to Client for losses resulting from Kleinschmidt's termination or suspension caused by Client's non-payment or other material breach of this Agreement.

11. **Assignment:** Neither party shall assign its rights, interests, or obligations under this Agreement without prior written consent from the other party; but such consent shall not unreasonably be withheld.
12. **No Waiver:** The failure of either party to enforce a provision of this Agreement shall not prevent that party from later enforcing it or from pursuing the remedies that may be available for breach of the provision.
13. **Indemnification:** Within its limit of liability Kleinschmidt shall indemnify and hold harmless the Client and its agents from any and all claims and losses caused solely by the negligent acts or omissions of Kleinschmidt or its agents in the performance of services under this Agreement.

Client shall indemnify and hold harmless Kleinschmidt and its agents from any and all claims and losses caused solely by the negligent acts or omissions of Client or its agents with respect to this Agreement.

14. **Governing Law:** This Agreement shall be governed by the laws of the State of Maine, provided that nothing contained in the Agreement shall be interpreted in such a way as to render the Agreement unenforceable under any law of the United States or the law of the place in which the Client is located.
15. **Time for Acceptance:** Kleinschmidt's proposal shall remain firm for no longer than 60 days unless another period is specified in the proposal or the time is specifically extended by Kleinschmidt.

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Augusta Diversion Dam
and Headgate Structure

Augusta Canal Hydropower Project

FERC Project No. 11810

13th St Gate Structure
(End of the 1st Level of
the Augusta Canal)

31

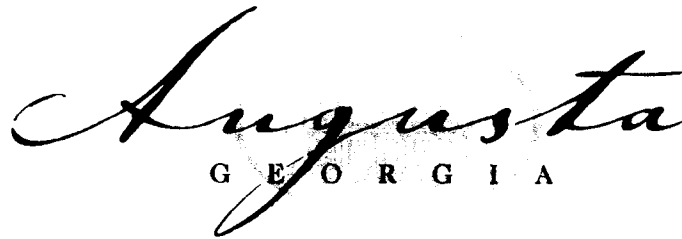


Engineering Services Committee

August 29, 2023

Minutes

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve the minutes of the Engineering Services Committee held on August 8, 2023.
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, August 08, 2023

1:05 PM

ENGINEERING SERVICES

PRESENT

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

1. Presentation by Mr. Gus Gunderson regarding storm water.
 Motion to approve receiving this item as information.
 Motion made by Garrett, Seconded by Smith-McKnight.
 Voting Yea: Mason, Smith-McKnight, Lewis, Garrett
 Motion carries 4-0.
2. Rev. Ellis Godbee regarding Renovation Solution, LLC request for a Consistency Letter.
 Motion to approve receiving this item as information.
 Motion made by Lewis, Seconded by Garrett.
 Voting Yea: Mason, Smith-McKnight, Lewis, Garrett
 Motion carries 4-0.
3. Discuss and consider approving Renovatio Solution. LLC (RLS) "Consistency Letter" request for Construction & Operation of Renewable Energy (Biofuel) Facility at 1680 Dixon Airline Road, Augusta, Georgia. Also, authorize Augusta Engineering & Environmental Services Director providing requested "Consistency Letter" (draft Letter attached) to RLS. Requested by Engineering. **(Referred from July 18 Commission meeting)**
 Motion to table this item until a future date and have a town meeting at a date and time to be determined with the company and any interested citizens to discuss this matter.
 Motion made by Lewis, Seconded by Garrett.
 Voting Yea: Mason, Smith-McKnight, Lewis, Garrett
 Motion carries 4-0.
4. Discussion of Grounds Maintenance schedule of city lots, right- a-ways, and properties owned by the public; Task various department directors with coming up with a plan to resolve the

ongoing ground maintenance issue. **(Requested by Commissioner Stacy Pulliam) (Ref**

Item 6.

Motion to approve scheduling a workshop to be coordinated by the Administrator's Office to discuss grounds maintenance and to include every department that participates in any type of right-of-way, grounds, vacant lot, and tree maintenance along with the Warden and a representative from 311 and to hold this work shop in the next 30 days.

Motion made by Garrett, Seconded by Smith-McKnight.

Voting Yea: Mason, Smith-McKnight, Lewis, Garrett

Motion carries 4-0.

5. Motion to authorize condemnation to acquire title of a portion of property for right of way (Parcel 097-3-266-00-0) 2436 Lumpkin Road.

Motion to approve.

Motion made by Garrett, Seconded by Lewis.

Voting Yea: Mason, Smith-McKnight, Lewis, Garrett

Motion carries 4-0.

6. Motion to authorize condemnation to acquire title of a portion of property for right of way (Parcel 097-3-253-03-0) 2504 Lumpkin Road.

Motion to approve.

Motion made by Garrett, Seconded by Lewis.

Voting Yea: Mason, Smith-McKnight, Lewis, Garrett

Motion carries 4-0.

7. Motion to authorize condemnation to acquire title of a portion of property for right of way (Parcel 097-3-251-01-0) 2502 Lumpkin Road.

Motion to approve.

Motion made by Garrett, Seconded by Lewis.

Voting Yea: Mason, Smith-McKnight, Lewis, Garrett

Motion carries 4-0.

8. Motion to authorize condemnation to acquire title of a portion of property for right of way (Parcel 097-3-265-00-0) 2438 Lumpkin Road.

Motion to approve.

Motion made by Garrett, Seconded by Lewis.

Voting Yea: Mason, Smith-McKnight, Lewis, Garrett

Motion carries 4-0.

9. Motion to authorize condemnation to acquire title of a portion of property for right of way (Parcel 097-3-253-000) 2506 Lumpkin Road.

Motion to approve.

Motion made by Garrett, Seconded by Lewis.

Voting Yea: Mason, Smith-McKnight, Lewis, Garrett

Motion carries 4-0.

10. Augusta County-Wide Solid Waste Management Program associated Environmental Services Functions – Augusta Commission Resolutions & associated Policies Review, Discussion, and Best Way Forward. Requested by Engineering. **(Referred from the August 1, 2023 Commission Meeting)**

Motion to approve receiving this item as information.

Motion made by Garrett, Seconded by Smith-McKnight.

Voting Yea: Mason, Smith-McKnight, Lewis, Garrett

Motion carries 4-0.

11. **Discuss/approve** hiring full-time City Arborist. **(Requested by Commissioner Catherine McKnight)**

It was the consensus of the committee that an item be added without objection to the workshop on grounds maintenance regarding the matter of the City hiring a full-time arborist.

12. Approve Award of “Augusta’s Grounds and Landscaped Improvements Maintenance” Contract Part2 to Pond Maintenance of Augusta for Attached EXHIBIT A Contract Services, subject to receipt of signed contract and proper insurance documents. The Contract is effective 10/1/2023 for four years with an option to renew for one additional one-year terms. Also, approve \$400,000/year to fund these contracted services. Requested by Engineering. RFP 22-301. **(Referred from the August 1, 2023 Commission Meeting)**

Motion to approve.

Motion made by Garrett, Seconded by Lewis.

Voting Yea: Mason, Smith-McKnight, Lewis, Garrett

Motion carries 4-0.

13. Motion to approve the minutes of the Engineering Services Committee held on June 13, 2023.

Motion to approve.

Motion made by Garrett, Seconded by Lewis.

Voting Yea: Mason, Smith-McKnight, Lewis, Garrett

Motion carries 4-0.

14. Receive an update from Augusta Engineering and Utilities on steps that have been taken to clean out the ditches and sewer drains that were reported during the flooding on June 22, 2023. **(Requested by Commissioner Stacy Pulliam)**

Motion to approve receiving this item as information.

Motion made by Garrett, Seconded by Lewis.

Voting Yea: Mason, Smith-McKnight, Lewis, Garrett

Motion carries 4-0.

15. **Discuss/ receive information** on needs in the way of budgeting and schedule implementation for upkeep/maintenance on all city owned lots and right-a-ways to be on a rotation schedule versus a reactive schedule. **(Requested by Commissioner Stacy Pulliam)**

Motion to approve scheduling a workshop to be coordinated by the Administrator's Office to discuss grounds maintenance and to include every department that participates in any type of right-of-way, grounds, vacant lot, and tree maintenance along with the Warden and a representative from 311 and to hold this workshop in the next 30 days.

Motion made by Garrett, Seconded by Smith-McKnight.

Voting Yea: Mason, Smith-McKnight, Lewis, Garrett

Motion carries 4-0.