



ENGINEERING SERVICES COMMITTEE MEETING AGENDA

Commission Chamber
Tuesday, March 12, 2024
1:05 PM

ENGINEERING SERVICES

- 1.** Approve adding Brown Street to the Residential Parking Permit Program per the Augusta, Georgia Code section 3-5-95.11.
- 2.** Approve and receive as information attached Exhibit A listed Emergency procured Services for purchase of a Rhythm In-Sync Traffic Signal System for the temporary traffic signal at Washington Rd. and River Ridge Drive.
- 3.** Approve payment to Thompson Construction Group for services rendered at the Goodrich Street Raw Water Pumping Station as a sole source procurement.
- 4.** Approve Sole Source Procurement of Repair Parts for Hypochlorite Generator.
- 5.** Approve Lead and Copper Rule Revision Water Service Line Inventory Development Contract for AUD to HDR Engineering, Inc. (RFP #24-150)
- 6.** Approve award of Construction Contract to Reeves Construction Company subject to Value Engineering and in the amount of \$6,751,823.05 for Wrightsboro Road reconstruction & pedestrian Improvements Project (Marks Church Rd to Highland Ave.), subject to receipt of signed contract, proper bonds and other contract relevant documents. AE / Bid #23-238
- 7.** Motion to approve the Administrator's recommendation to extend the residential solid waste and recyclables collection second transition agreement between Augusta, Georgia, and Georgia Waste Systems, LLC from July 1, 2024, to December 31, 2025, for \$21.86 per house, per month. (Referred from February 27 Engineering Services Committee)
- 8.** Approve proposal from Cranston Engineering Group, P.C. to provide additional engineering services to the sewer design for the Augusta Corporate Park Utility Extension. (CO2_22AUA011)
- 9.** Approve contract with Cranston Engineering to perform survey duties related to various USGS River Gaging Stations for \$66,620.00.
- 10.** Motion to approve the minutes of the Engineering Services Committee held on February 27, 2024.



Committee Meeting

Meeting Date: March 12, 2024

Add Brown Street to Residential Parking Permit Program

Department:	Engineering & Environmental Department
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve adding Brown Street to the Residential Parking Permit Program per the Augusta, Georgia Code section 3-5-95.11.
Background:	The residents of this area requested to have their street added to the program. This program was established by the Augusta Commission in September 2017. This program was created to give neighborhood property owners an enforceable process by which to control nuisance parking along the streets near their homes. The program consists of issuing parking passes to all property owners to occupy on-street parking in front of their residences on a public right-of-way and the overall enforcement of this program. Augusta Engineering will install all necessary warning signs and issue the appropriate number of passes to each property owner.
Analysis:	This program already exists in this neighborhood with Augusta Ave., Blounts Ave., Florence St., Mauge St., and Perry Ave. included in the program. This program has seen great success with eliminating nuisance parking on the streets that are already participating in this program.
Financial Impact:	Adequate funds are available, and expenditure of this amount will leave enough funding for other traffic projects throughout the remainder of this fiscal year.
Alternatives:	Do not approve adding Brown St. to the Residential Parking Permit Program.
Recommendation:	Approve adding Brown Road between Augusta Avenue and the western end of the street near the railroad tracks to the program. AED will install all necessary traffic devices and issue the required parking passes.
Funds are available in the following accounts:	101041710-5311630 – Traffic Operations Funds
<u>REVIEWED AND APPROVED BY:</u>	HM/SR



RESIDENTIAL PARKING PERMIT PETITION FORM

Augusta Engineering Department
452 Walker Street, Suite 110
Augusta, GA 30901
Office: (706) 796-5040, Fax: (706) 796-5045

AUGUSTA, GEORGIA TO THE COMMISSION

The undersigned owners of real property hereby request the Commission to approve the installation of the residential parking pass program on the street adjacent to their property. Over 50% of the affected property owners must sign to move to the next step in the process.

Please print

Name	Address of Property	Date	Signature
Denmark, Jamie	1465 Brown St.	9/12/2023	[Signature]
Mrs Mary E. Collier	1458 Brown Street	9/12/2023	M. M. Collier
Mr. L. L.	1458 Brown St	9/12/2023	[Signature]
PAUL L. Johnson	1469 BROWN ST	9/12/2023	[Signature]
John James [unclear]	1467 Brown St	09/12/23	[Signature]
Anna Wheeler	1467 Brown St	09/12/23	[Signature]
Breanna Beck	1463 Brown St	09/18/23	[Signature]
Yusuf A. [unclear]	1442 Brown St	09/18/23	[Signature]
Ale C.	1446 Brown St	09-18-23	[Signature]
RONNIE THOMPEN	1460A BROWN ST	09/18/23	Ronnie Thompson
Martysya Tankersley	1460 Brown St	09/18/23	Martysya Tankersley
Kimberly Swift	1468 Brown St	9/18/23	[Signature]
Mark Swift	1468 Brown St	9/18/23	[Signature]
Marcus Lewis	1472 BROWN ST.	9-18-23	Marcus Lewis

John Ussery

From: Hawthorne Welcher
Sent: Monday, January 8, 2024 11:53 AM
To: John Ussery
Cc: Shawn Edwards; Commissioner Jordan Johnson
Subject: Re: Residential Parking Passes on Brown Street

John,
 All properties, except for 1465 and 1467, can move forward within the parking program.

1465 and 1467 have been constructed upon and sold to respective buyers, thanks.

Sent from hwjr

From: John Ussery <JUssery@augustaga.gov>
Sent: Tuesday, November 7, 2023 9:01 AM
To: Hawthorne Welcher <HWelcher@augustaga.gov>
Cc: Shawn Edwards <s.edwards@augustaga.gov>; Commissioner Jordan Johnson <CJohnson4@augustaga.gov>
Subject: RE: Residential Parking Passes on Brown Street

Hawthorne, as we discussed over the phone, please give concurrence for the Land Bank's / HCD's properties on Brown Street to proceed with the Residential Parking Pass program. This will allow Traffic Engineering to move forward with the parking pass program and set it up along this street. A written reply to this email should suffice. Your properties affected are 1421, 1423, 1428, 1453, 1464, 1465, and 1467 Brown St.

From: Hawthorne Welcher <HWelcher@augustaga.gov>
Sent: Thursday, November 2, 2023 12:06 PM
To: Commissioner Jordan Johnson <CJohnson4@augustaga.gov>; Shawn Edwards <s.edwards@augustaga.gov>; John Ussery <JUssery@augustaga.gov>
Cc: Shawn Edwards <Shawn.edwards@aglba.org>; Scylance Scott (Scylance99@aol.com) <Scylance99@aol.com>; Shanna Carkhum <SCarkhum@augustaga.gov>
Subject: RE: Residential Parking Passes on Brown Street

Commissioner Good Afternoon and will do, thanks. hwjr

From: Commissioner Jordan Johnson <CJohnson4@augustaga.gov>
Sent: Wednesday, November 1, 2023 7:40 PM
To: Hawthorne Welcher <HWelcher@augustaga.gov>; Shawn Edwards <s.edwards@augustaga.gov>; John Ussery <JUssery@augustaga.gov>
Cc: Shawn Edwards <Shawn.edwards@aglba.org>; Scylance Scott (Scylance99@aol.com) <Scylance99@aol.com>; Shanna Carkhum <SCarkhum@augustaga.gov>
Subject: Re: Residential Parking Passes on Brown Street

Director Welcher, please speak with Mr. Ussery regarding his suggested path forward. We've met with residents and only need a few more signatures.

Thank you,



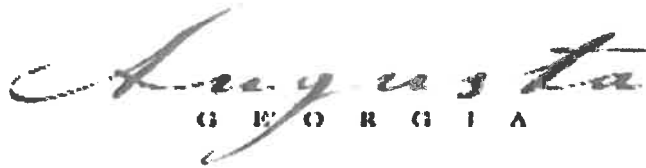
Committee Meeting

Meeting Date: March 12, 2024

Emergency Procurement Service & Purchase

Rhythm In-Sync Adaptive Traffic Signal System

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve and receive as information attached Exhibit A listed Emergency procured Services for purchase of a Rhythm In-Sync Traffic Signal System for the temporary traffic signal at Washington Rd. and River Ridge Drive.
Background:	Several factors contributed to make this emergency procurement. This product must be ordered, received, and installed this March when the temporary traffic signal is to be installed. This system is absolutely necessary to provide the required level of control at this location. This system is also necessary for standardization of traffic signal timing and control along this corridor.
Analysis:	Work and purchases were under emergency that warranted timely response
Financial Impact:	Funds available in the Traffic Engineering Operations budget: Engineering 101 041710 5311610 \$58,090.00
Alternatives:	N/A
Recommendation:	Approve and receive as information attached Exhibit A listed Emergency procured Services for purchase of Rhythm In-Sync Traffic Control System. Requested by Engineering.
Funds are available in the following accounts:	(\$58,090.00) 101041710-5311610 – Traffic Engineering Operations Budget
<u>REVIEWED AND APPROVED BY:</u>	HM/SR

**ENGINEERING DEPARTMENT**

Hameed Malik, PE, Ph. D., Director
John Ussery, PE, Assistant Director of Traffic

MEMORANDUM

TO: Ms Geri Sams – Procurement Director

FROM: Hameed Malik, P.E., Ph D., Engineering Director

DATE: January 29, 2024

SUBJECT: Traffic Signal Equipment for Masters Tournament

Rhythm Engineering is an industry standard company that supplies hardware and software solutions for adaptive traffic signal timing. This is the standard (and only) adaptive timing system utilized in Richmond County for all traffic signals. This emergency procurement proposal is to purchase parts for a new, temporary traffic signal on a major route to and from the Masters Tournament. With the Masters Tournament coming up in less than two months, Augusta Traffic Engineering needs to get the temporary signal installed as soon as possible. This emergency purchase is necessary to tie the temporary signal into the other existing traffic signals along this corridor. All the nearby signals run the Rhythm Engineering In-Sync adaptive timing system. This will play a critical role in providing safe and efficient traffic and pedestrian flow along the corridor during the tournament. This emergency procurement is essential to give AED Traffic Engineering the tools necessary for full control during the tournament.

Rhythm Engineering is headquartered in Kansas City, MO and has customers throughout the United States and the world. Funding is available through the Traffic Engineering account #101041710-5311610.

JU/SR

cc: File



Quotation / Offer

This Quotation constitutes an offer by Rhythm to enter into a purchase contract. Client's acceptance of the unaltered terms of this offer, signified by Client's signature affixed to this offer, shall create a binding contract between Rhythm and Client. As is the case with any contract, neither party may modify the terms of this contract except by a writing signed by both Rhythm and Client. Unless signed by both Rhythm and Client, a writing or other document prepared or delivered after the creation of this contract shall be of no force or effect. The General Conditions are an integral part of Rhythm's Quotation / Offer.

Agency & Project

Augusta, GA

Washington Rd & River Ridge Dr

Quote Addressed To

BIB Robinson

Augusta Traffic Engineering
452 Walker St
Suite 110-TE
Augusta, Georgia 30901
USA

Quote Information

Company Address 14019 W 95th St
Lenexa, KS, Kansas 66215
USA
Phone (913) 227-0803
Prepared By Ashley Reynolds
Email ashley.reynolds@rhythmtraffic.com

Created Date 1/4/2024
Expiration Date 4/4/2024
Opportunity Number 017325

Addresses

Invoice Address Augusta Traffic Engineering
452 Walker St
Suite 110-TE
Augusta, GA 30901

Shipping Address Augusta Traffic Engineering
452 Walker St
Suite 110-TE
Augusta, GA 30901

Quote Line Items

Product	Product Description	Line Item Description	Quantity	Sales Price	Total Price
In Sync	In Sync System - includes cameras, processor, and configuration services.		1.00	\$27,000.00	\$27,000.00
Optical Detection Kit	Bosch Enclosure w/Camera		4.00	\$0.00	\$0.00
Luminaire Kit - Pelco Alternative	Skybracket luminaire mounting kit, 12" riser		4.00	\$0.00	\$0.00
Bluefin (AMS 300) Processor	Processor, iBase, AMS300, Win10 LTSB 2016 License, Rotatable DIN rail bracket		1.00	\$0.00	\$0.00
Cabinet Interface - In Sync	Integration with 332, NEMA or ATC ITS traffic cabinets.		1.00	\$4,000.00	\$4,000.00
Equipment Panel	Power supply and network connectivity for In Sync hardware		1.00	\$0.00	\$0.00
Cable, C1, Mode 0, Standard			1.00	\$0.00	\$0.00



Pedestrian Integration	Integrates Pedestrian Operations. Includes hardware (Intercept Module) for SDLC integration.	1.00	\$5,400.00	\$5,400.00
DIN Relay IV	Digital-Loggers Ethernet DIN Relay IV	1.00	\$378.00	\$378.00
Cable, Category 6 Ethernet (1000 ft)	Category 6 Ethernet Cable: Direct Burial, shielded, 4x twisted pair, 23 AWG solid copper	1.00	\$3,000.00	\$3,000.00
Cable, Power 14-3 with shield	1000-ft roll of camera power cable	1.00	\$950.00	\$950.00
Shipping & Handling	FOB Lenexa	1.00	\$162.00	\$162.00
Engineering Services	Rhythm Engineering Hourly Rate	80.00	\$200.00	\$16,000.00
Technician Services	Rhythm Engineering Hourly Rate	8.00	\$150.00	\$1,200.00
InjSync Comprehensive Warranty & Support	2 year Hardware warranty & 1 year each Software/Support contract	1.00	\$0.00	\$0.00
Subtotal			\$58,090.00	
Total Price			\$58,090.00	
Grand Total			\$58,090.00	

General Conditions

Rhythm Engineering will be responsible for the following tasks:

1. Provide materials per the approved Quotation and subsequent Purchase Order.
2. Provide specifications for materials to be supplied by Client: wires, connectors, and specialized installation tools as well as camera mounting hardware, if needed.
3. Once VPN access is provided to the entire InjSync system, provide remote support to Client during the installation process. Provide Camera placement guidance.
4. Provide on-site classroom and hands-on training to Client (if purchased), or their designee, for installation procedures of the InjSync equipment. This includes at a minimum: desired camera views, drawing detection zones and segments, connection of Ethernet cables, mounting of InjSync processor(s) and site equipment panel in the traffic cabinet, connection details of cables, connection of the pedestrian intercept feature, placing and cabling of detector-cards in the detector card rack (if applicable), monitor mounting and connections, and local processor accessibility.
5. Provide training for Client traffic engineering staff in the system parameters configuration, maintenance, and operation of InjSync.
6. Consult with Client traffic engineering staff to define the operating parameters for initial system operation, including but not limited to: allowed movements, desired progression routes, travel times, phasing, amber times, all-red times, pedestrian walk and flashing don't walk times, traffic counts, traffic patterns, and any unique requirements that the Client may want to allow for during certain time of day scenarios, etc.
7. Provide camera placement guidance and documentation.
8. Perform the on-site (if purchased) integration of the InjSync adaptive system, including verification of camera views, working with the Client to make any adjustments needed and loading of the predefined software image into the processor. The Rhythm Engineering team will work both on-site (if purchased) and remotely to bring online each InjSync system. The adaptive system will work "out of the box", but Rhythm Engineering will take time to monitor and modify the adaptive parameters remotely over a period of approximately one to two weeks after the activation of the arterial in order to maximize the performance of InjSync.
9. Project Manage the entire scope of Rhythm Engineering's responsibilities as listed above and provide updates to the Client as necessary throughout the duration of the project.

Client will be responsible for the following tasks:

1. Attend External Kickoff meeting to establish the timeline and expectations of the project. Maintain communication and provide any updates or changes to the established timeline to Rhythm Engineering.

PURCHASE ORDER

AUGUSTA, GEORGIA

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

Page 1 of 1

Item 2.

PURCHASE ORDER NO.
P465843

REQUISITION/QUOTE NO.
R385844

DATE 01/31/24	DEPARTMENT 041710	VENDOR PHONE # (816) 599-1007 ext:	
VENDOR # 20654	E-VERIFY # 238686	EMAIL SAWYER.BRESLOW@RHYTHMTRAFFIC.COM	PURCHASE ORDER NUMBER ABOVE MUST APPEAR ON ALL INVOICES, SHIPPING PAPERS, AND PACKAGES.

VENDOR RHYTHM ENGINEERING 14019 W 95TH STREET LENEXA, KS 66215	ATTN: EMERGENCY BID NUMBER: CONTRACT #: BUYER: DOREEN
---	--

SHIP TO: PW ENGINEERING ADMINISTRATION 452 WALKER STREET SUITE 110 AUGUSTA, GA 30901	BILL TO: AUGUSTA, GEORGIA ACCOUNTING DEPARTMENT, SUITE 800 535 TELFAIR STREET, MUNICIPAL BUILDING 1000 AUGUSTA, GA 30901-2379 (706) 821-2335 ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING DESTINATION.
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ITEM #	QUANTITY	UNIT	PRODUCT ID	DESCRIPTION	UNIT PRICE	AMOUNT
0001	1			PURCHASE PARTS FOR A NEW TEMPORARY TRAFFIC SIGNAL ON A MAJOR ROUTE AND FROM MASTERS TOURNAMENT TO ENSURE TRAFFIC SAFTETY & EFFICIENCY 101-04-1710/53-11610	58,090.00	58,090.00

CONDITIONS - READ CAREFULLY

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

NET TOTAL..... 58,090.00

APPROVED FOR ISSUE

GASAMS

PROCUREMENT DIRECTOR

PROCUREMENT DEPARTMENT

AUGUSTA, GEORGIA

Item 2.

PURCHASE ORDER

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

Page 1 of 1

PURCHASE ORDER NO.
P465843


DATE 01/31/24	DEPARTMENT 041710	VENDOR PHONE # (816) 599-1007 ext:		REQUISITION/QUOTE NO. R385844
VENDOR # 20654	E-VERIFY # 238686	EMAIL SAWYER.BRESLOW@RHYTHMTRAFFIC.COM		PURCHASE ORDER NUMBER ABOVE MUST APPEAR ON ALL INVOICES, SHIPPING PAPERS, AND PACKAGES.

VENDOR RHYTHM ENGINEERING 14019 W 95TH STREET LENEXA, KS 66215	ATTN: EMERGENCY BID NUMBER: CONTRACT #: BUYER: DOREEN
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SHIP TO: PW ENGINEERING ADMINISTRATION 452 WALKER STREET SUITE 110 AUGUSTA, GA 30901	BILL TO: AUGUSTA, GEORGIA ACCOUNTING DEPARTMENT, SUITE 800 535 TELFAIR STREET, MUNICIPAL BUILDING 1000 AUGUSTA, GA 30901-2379 (706) 821-2335 ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING DESTINATION.
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ITEM #	QUANTITY	UNIT	PRODUCT ID	DESCRIPTION	UNIT PRICE	AMOUNT
0001	1			PURCHASE PARTS FOR A NEW TEMPORARY TRAFFIC SIGNAL ON A MAJOR ROUTE AND FROM MASTERS TOURNAMENT TO ENSURE TRAFFIC SAFTETY & EFFICIENCY 101-04-1710/53-11610	58,090.00	58,090.00

RELEASED _____ EMAILED _____
DATE 1/15/24 INITIALS [Signature]

CONDITIONS - READ CAREFULLY 1. The purchaser is exempt by statute from payment of Federal, State, and Municipal sales, excise and other taxes. 2. Shipping charges prepaid by vendor. 3. Payment will be made on complete shipments only, unless otherwise requested. 4. DELIVERY TICKET MUST ACCOMPANY GOODS. 5. No back orders. We will reorder if available. 6. Please make deliveries between 9 A.M. and 4 P.M. 7. All goods received with subsequent privilege to inspect and return at Vendor's expense if defective or not in compliance with our specifications. 8. Indoor delivery if necessary. 9. Payment Net 30 or according to contract.	NET TOTAL..... 58,090.00 APPROVED FOR ISSUE  PROCUREMENT DIRECTOR
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VENDOR COPY

**AUGUSTA-RICHMOND COUNTY GEORGIA
PROCUREMENT DEPARTMENT**

DEPARTMENT NAME: Engineering

DEPARTMENT NUMBER: 4506

DEPARTMENT HEAD James A. Hammond, Malle

REQUISITION

Rhythm Engineering

REQUISITION:

REQUISITION DATE: 1/31/2024

PURCHASE ORDER NUMBER:

PURCHASE ORDER DATE:

SR

ITEM NO	DESCRIPTION	ITEM NO.	QUANTITY	NAME OF BIDDER		NAME OF BIDDER		NAME OF BIDDER	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
VENDOR: <u>#20654</u>				Rhythm Engineering					
PHONE NUMBER									
QUOTED BY									
1	EMERGENCY PROCUREMENT								
2									
3	TO PURCHASE PARTS FOR A NEW, TEMPORARY TRAFFIC SIGNAL								
4	ON A MAJOR ROUTE TO AND FROM								
5	MASTERS TOURNAMENT TO ENSURE								
6	TRAFFIC SAFETY AND EFFICIENCY	1		58,090.00	58,090.00				
7									
8	101041710-5311610								
9	Traffic Operations Fund								
10									
11									
12									
13									
14									
15									
16									
17									
18									
19	EMERGENCY PROCUREMENT								
TOTAL BID				\$	58,090.00	\$		\$	
SHIPPING CHARGES									
DEPARTMENT TIME FROM RECEIPT OF PURCHASE ORDER									



Meeting Name

Meeting Date: March 12, 2024

Sole Source – Alignment and Repair Services for Turbines

Department:	Utilities
Presenter:	Wes Byne
Caption:	Approve payment to Thompson Construction Group for services rendered at the Goodrich Street Raw Water Pumping Station as a sole source procurement.
Background:	The Thompson Construction Group was involved in the installation/alignment of two turbines used for the pumping of water from the Augusta Canal to the Highland Avenue Water Treatment Plant. Because they provided the alignment services for the turbine systems during their most recent upgrades, we have them provide annual alignment checks on this equipment. We have discovered that the process of approving their proposal for this work in 2023 was not completed. As a result, the work was completed without pre-approval. During the testing of the systems, issues were discovered with some of the older components of turbine number 1 which needed to be repaired before it could be returned to service. Thompson Construction Group made those repairs as well. As a result, Thompson Construction Group is due payment for three invoices. These are Invoice numbers are 20230027 (\$43,848.91), 20230066 (\$15,930.50) and 20230089REV (\$17,490.15) for a total of \$77,629.56.
Analysis:	The work completed by Thompson Construction Group was performed at the request of the Utilities Department staff and is due payment for their work.
Financial Impact:	\$77,269.56 from budgeted funds
Alternatives:	None Recommended
Recommendation:	Approve total payment to Thompson Construction Group of \$72,629.56 from Budgeted funds.
Funds are available in the following accounts:	506043510-5425110
<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: THOMPSON CONSTRUCTION GROUP E-Verify Number: 169677

Commodity: TURBINE REPAIRS/ALIGNMENT

Estimated annual expenditure for the above commodity or service: \$ 77,269.56

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.)
- X 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: ALLEN SAXON Department: UTILITIES Date: 02/28/2024

Department Head Signature: [Signature] Date: 2/28/24

Approval Authority: [Signature] Date: 2/28/24

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

COMMENTS:

AUGUSTA - RICHMOND COUNTY
REQUISITION

DATE: 2/28/2024
Department: Utilities
GL#: 506043510 - 5425110
JL#: -
CHECK ALL THAT APPLY:
☒ WATER
☐ SEWER
☐ BOTH
☐ ENGINEERING
☐ CONSTRUCTION
☐ PROFESSIONAL SERVICES
☐ COMMISSION APPROVAL
☐ ADMINISTRATIVE APPROVAL
☐ CHANGE ORDER
FUND# 506 - Operating
Date
Date
Date

JL#:		VENDOR:		THOMPSON CONSTRUCTION GROUP			
		ADDRESS:		VENDOR#28053			
		PHONE #:					
		QUOTED BY:					
BID ITEM #							
				</			

REQUESTED BY: RWPS/CANAL
APPROVED BY: ALLEN SAXON

Directors
Signature: 



UTILITIES DEPARTMENT

Wes Byne, P.E.
Director

TO: Geri Sams
Director, Procurement Department

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

FROM: Allen Saxon

CC:

DATE: February 28, 2024

SUBJECT: JUSTIFICATION FOR SOLE SOURCE

The Thompson Construction Group was involved in the installation/alignment of two turbines used for the pumping of water from the Augusta Canal to the Highland Avenue Water Treat Plant. Because they provided the alignment services for the turbine systems during their most recent upgrades, we have them provide annual alignment checks on this equipment.

We have discovered that the process of approving their proposal of this work in 2023 was not completed. As a result, Thomas Construction Group is due payment for three invoices amounting to a total of \$77,269.56.

Please approve this request for payment for the work completed.

Thank you.


Approved:
AUD Director

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

INVOICE



100 N Main Street
Sumter, SC 29150
(803) 773-8005

TO: **City of Augusta**
535 Telfair St
Augusta, GA 30901

03-122

DATE: 03-28-2023

Invoice No. 20230027

Your Order No.	Job	Work Order No.	Terms
1	23-19-1655		NET 30

City of Augusta Alignment T&M

WE 02/26/23 - WE 03/12/23

Completed This Billing (detail attached)

43,848.91

Approved:

[Signature]
AUD Director

Please note change in remit to:
Thompson Construction
100 N Main St.
Sumter, SC 29150

Amount Billed \$43,848.91

ACH Info:
Account Number: 000036102317
Routing: 053904483
Remit Email:
accountsreceivable@thompsonconstructiongroup.com

Total Due \$43,848.91



Hydro Consulting & Maintenance Services, Inc.
1800 W King St
York PA 17404
717-747-1402

Invoice

Invoice#: 20230027

Date: 03/28/2023

Billed To: City of Augusta
2421 Riverlook Drive
Augusta GA 30904

Project: City of Augusta Alignment 1 & 4
City of Augusta Plant
1888 Goodrich
Augusta GA 30904

Due Date: 04/28/2023

Terms: 30DY

Order#

Description	Quantity	Price	Amount
City of Augusta Alignment T&M			
WE 2/26 Superintendent Travel Time	5.5000	\$82.59	\$454.25
WE 2/26 Superintendent Travel Mileage	267.0000	\$0.66	\$174.89
WE 2/26 Superintendent Travel Per Diem	1.0000	\$150.00	\$150.00
WE 2/26 3 HEM's Travel Time	11.0000	\$52.86	\$581.46
WE 2/26 3 HEM's Travel Mileage	606.0000	\$0.66	\$396.93
WE 2/26 3 HEM's Travel Per Diem	3.0000	\$150.00	\$450.00
WE 3/05 BC Superintendent Travel Time	12.0000	\$82.59	\$991.08
WE 3/05 BC Superintendent Straight Time	12.0000	\$82.59	\$991.08
WE 3/05 BC Super Pickup Truck \$200/day	2.0000	\$200.00	\$400.00
WE 3/05 BC Superintendent Per Diem	2.0000	\$150.00	\$300.00
WE 3/05 SD Superintendent Straight Time	42.0000	\$82.59	\$3,468.78
WE 3/05 SD Superintendent Over Time	20.0000	\$123.22	\$2,464.40
WE 3/05 SD Superintendent Per Diem	7.0000	\$150.00	\$1,050.00
WE 3/5 3 HEM's Straight Time	120.0000	\$52.86	\$6,343.20
WE 3/5 3 HEM's Over Time	60.0000	\$78.86	\$4,731.60
WE 3/5 3 HEM's Per Diem	21.0000	\$150.00	\$3,150.00
WE 3/12 Superintendent Straight Time	44.0000	\$82.59	\$3,633.96
WE 3/12 Superintendent Travel Time	5.5000	\$82.59	\$454.25
WE 3/12 Superintendent Travel Mileage	267.0000	\$0.66	\$174.89
WE 3/12 Superintendent Per Diem	4.0000	\$150.00	\$600.00
WE 3/12 3 HEM's Straight Time	120.0000	\$52.86	\$6,343.20
WE 3/12 3 HEM's Travel Time	11.0000	\$52.86	\$581.46
WE 3/12 3 HEM's Travel Mileage	606.0000	\$0.66	\$396.93
WE 3/12 3 HEM's Per Diem	12.0000	\$150.00	\$1,800.00

A service charge of 0.00 % per annum will be charged on all amounts overdue on regular statement dates.

Thank you for your prompt payment!

Non-Taxable Amount:	43,848.91
Taxable Amount:	0.00
Sales Tax:	0.00
Amount Due	43,848.91

Contract Invoice

Continued...

Invoice#: 20230027

Date: 03/28/2023

Description	Quantity	Price	Amount
Precision Tool Box \$1250/week	2.0000	\$1,250.00	\$2,500.00
Admin Fee 15% on Expenses \$8443.64	0.1500	\$8,443.64	\$1,266.55

INVOICE



Thompson | **HCMS**
A DIVISION OF THOMPSON

100 N Main Street
Sumter, SC 29150
(803) 773-8005

TO: **City of Augusta**
535 Telfair St
Augusta, GA 30901

03-122

DATE: 11-15-2023

Invoice No. 20230089REV

Your Order No.	Job	Work Order No.	Terms
1	23-19-1655		NET 30

City of Augusta Alignment
Change Orders & June T&M

Completed This Billing (detail attached)

17,490.15

Approved:

AUD Director

Sent by:

Please note change in remit to:
Thompson Construction
100 N Main St
Sumter, SC 29150

FEB 26 2024
less Thompson

Amount Billed \$17,490.15

Total Due \$17,490.15

ACH Info:
Account Number: 000036102317
Routing: 053904483
Remit Email:
accountsreceivable@thompsonconstructiongroup.com



Invoice

Invoice#: 20230089

Date: 07/20/2023

Revision Date 11.15.2023

Billed To: City of Augusta
535 Telfair Street
Municipal Building 1000
Augusta GA 30901-2379

Project: City of Augusta Alignment 1 & 4
City of Augusta Plant
1888 Goodrich
Augusta GA 30904

Due Date: 08/19/2023

Terms: 30DY

Order#

Description	Quantity	Price	Amount
City of Augusta T&M June 2023			
WE 6/11 Superintendent ST	40.0000	\$82.59	\$3,303.60
WE 6/11 Superintendent OT	6.0000	\$123.22	\$739.32
WE 6/11 Superintendent Per Diem	6.0000	\$150.00	\$900.00
WE 6/11 Superintendent Pickup \$600/week	1.0000	\$600.00	\$600.00
WE 6/11 (2) HEM ST	78.5000	\$52.86	\$4,149.51
WE 6/11 (2) HEM PD	8.0000	\$150.00	\$1,200.00
WE 6/18 Superintendent ST	17.0000	\$82.59	\$1,404.03
WE 6/18 Superintendent Per Diem	2.0000	\$150.00	\$300.00
WE 6/18 Superintendent Pickup \$200/day	2.0000	\$200.00	\$400.00
WE 6/18 (2) HEM's ST	29.5000	\$52.86	\$1,559.37
WE 6/18 (2) HEM's Per Diem	3.0000	\$150.00	\$450.00
WE 6/25 HEM ST	12.0000	\$52.86	\$634.32
WE 6/25 HEM Per Diem	1.0000	\$150.00	\$150.00
Precision Tool Box \$1,250/week	1.0000	\$1,250.00	\$1,250.00
Admin Fee 15% on Expenses \$3,000.00	0.1500	\$3,000.00	\$450.00

A service charge of 0.00 % per annum will be charged on all amounts overdue on regular statement dates.

Thank you for your prompt payment!

Non-Taxable Amount:	17,490.15
Taxable Amount:	0.00
Sales Tax:	0.00
Amount Due	17,490.15



INVOICE

Thompson
Construction

100 N. Main Street
Sumter, SC 29150
(803) 773-8005

TO: City of Augusta
535 Telfair St
Augusta, GA 30901

Customer Number
03-122

DATE: 05-31-2023

Invoice No. 20230066

Your Order No.

Job

Work Order No.

Terms

2

23-19-1655

NET 30

City of Augusta Alignment T&M

May 2023 Completed This Billing

(detail attached)

15,930.50

Approved:

[Signature]
AUD Director

Sent by:

FEB 26 2024

Tess Thompson

Amount Billed \$15,930.50

ACH Info:

Account Number: 000036102317

Routing: 053904483

Remit Email:

AccountsReivable@ThompsonConstructionGroup.com

Total Due \$15,930.50

Invoice

Invoice#: 20230066

Date: 05/31/2023

Billed To: City of Augusta
2421 Riverlook Drive
Augusta GA 30904

Project: City of Augusta Alignment 1 & 4
City of Augusta Plant
1888 Goodrich
Augusta GA 30904

Due Date: 06/30/2023

Terms: 30DY

Order#

Description	Quantity	Price	Amount
City of Augusta T&M May 2023			
WE 5/7 Superintendent ST	10.0000	\$82.59	\$825.90
WE 5/7 Superintendent Per Diem	1.0000	\$150.00	\$150.00
WE 5/7 (2) HEM's ST	58.0000	\$52.86	\$3,065.88
WE 5/7 (2) HEM's Per Diem	5.0000	\$150.00	\$750.00
WE 5/14 Superintendent ST	8.0000	\$82.59	\$660.72
WE 5/14 Superintendent Per Diem	1.0000	\$150.00	\$150.00
WE 5/14 (1) HEM ST	8.0000	\$52.86	\$422.88
WE 5/14 (1) HEM Per Diem	1.0000	\$150.00	\$150.00
WE 5/21 (2) HEM's ST	60.0000	\$52.86	\$3,171.60
WE 5/21 (2) HEM's OT	32.0000	\$78.86	\$2,523.52
WE 5/21 (2) HEM's Per Diem	8.0000	\$150.00	\$1,200.00
Precision Tool Box \$1250/week	2.0000	\$1,250.00	\$2,500.00
Admin Fee 15% on Expenses \$2,400.00	0.1500	\$2,400.00	\$360.00

A service charge of 0.00 % per annum will be charged on all amounts
overdue on regular statement dates.

Thank you for your prompt payment!

Non-Taxable Amount:	15,930.50
Taxable Amount:	0.00
Sales Tax:	0.00
Amount Due	15,930.50



Meeting Name

Meeting Date: March 12, 2024

Sole Source Procurement – Vendor Repair Parts

Department:	Utilities
Presenter:	Wes Byne
Caption:	Sole Source Procurement of Repair Parts for Hypochlorite Generator
Background:	Augusta uses hypochlorite generators at large facilities to provide chemicals for water disinfection. The generator unit at the Highland Avenue Facility is in need of replacement parts to insure continued reliable operation. These parts are only available from the equipment manufacturer. This item is a request for approval of sole source procurement of critical replacement parts at a cost of \$99,315.02.
Analysis:	This is a needed purchase to ensure reliable disinfection system operations. Parts are only available from the system manufacturer.
Financial Impact:	\$99,315.02 from budgeted funds.
Alternatives:	None
Recommendation:	Approve procurement of needed replacement parts from DeNora Water Technologies at a cost of \$99,315.02.
Funds are available in the following accounts:	506043520-5425110
<u>REVIEWED AND APPROVED BY:</u>	N/A



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

Vendor: De Nora Texas LLC E-Verify Number: STS 13722

Commodity: _____

Estimated annual expenditure for the above commodity or service: \$ 99315.02

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.)
- X _____ 3. THE PARTS/EQUIPMENT ARE NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Explain in separate memorandum.)
- X _____ 4. THIS IS THE ONLY KNOWN ITEM OR SERVICE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (Attach memorandum with details of specialized function or application.)
- _____ 5. THE PARTS/EQUIPMENT ARE REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION. (Attach memorandum describing basis for standardization request.)
- _____ 6. NONE OF THE ABOVE APPLY. A DETAILED EXPLANATION AND JUSTIFICATION FOR THIS SOLE SOURCE REQUEST IS CONTAINED IN ATTACHED MEMORANDUM.

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

Name: Gene Bodie Department: AUD Date: 2/22/24

Department Head Signature:  Date: 2/22/24

Approval Authority:  Date: 2/28/24

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

COMMENTS:



UTILITIES DEPARTMENT

Wes Byne, P.E.
Director

TO: Geri Sams
Director, Procurement Department

THRU: Wes Byne
Director, Utilities Department

FROM: Gene Bodie
CC:

DATE: 2/22/24

SUBJECT: JUSTIFICATION MEMORANDUM

Sole Source Justification for Highland Ave WTP Hypo Cell

The hypo cell units are proprietary to manufacture, and no others' can be used in application. In order to avoid production interruptions and to ensure proper disinfection for water quality a new Hypo cell is required. Present issues with cell deterioration.

Regards

Gene Bodie

A handwritten signature in blue ink that reads "Gene Bodie".

Approved:
A handwritten signature in blue ink that reads "Wes Byne".
AJD Director

AUGUSTA UTILITIES DEPARTMENT IN-HOUSE REQUISITION

CHECK ALL THAT APPLY:

DATE: 2/22/2024

DIVISION Highland Water Filter Plant

FUND #: 506043520 5425110

SHIP TO:

Highland Water Filter Plant
2835 Central Ave.

VENDOR:

ADDRESS:

PHONE #:

QUOTED BY:

denora water technologies

1110 Industrial Blvd, Sugarland TX 77478

281.240.6770

Herb Barbee Quote # 20039379

REQUISITION #

<input checked="" type="checkbox"/>	WATER	<input type="checkbox"/>	EQUIPMENT	<input type="checkbox"/>	CHEMICAL	<input type="checkbox"/>	LAB	<input type="checkbox"/>	IT	<input type="checkbox"/>	ROUTINE
<input type="checkbox"/>	SEWER	<input type="checkbox"/>	TOOLS	<input type="checkbox"/>	GASES	<input type="checkbox"/>	UNIFORM	<input type="checkbox"/>	SCADA	<input type="checkbox"/>	EMERGENCY
<input type="checkbox"/>	SUPPLIES	<input checked="" type="checkbox"/>	SAFETY	<input checked="" type="checkbox"/>	REPAIR	<input type="checkbox"/>	LIFT STATION	<input type="checkbox"/>	INVENTORY	<input checked="" type="checkbox"/>	SOLE SOURCE
<input checked="" type="checkbox"/>	SERVICE	<input type="checkbox"/>	OFFICE	<input checked="" type="checkbox"/>	MAINTENANCE	<input type="checkbox"/>	OTHER	<input type="checkbox"/>	BID ITEM	<input type="checkbox"/>	PREFER ITEM

[illegible]

JUSTIFICATION AND EXPLANATION FOR PURCHASE:

present hypo cell electrodes have worn plates and showing signs of weakness causing extreme heat on cell. Required to produce Hypo chlorite for drinking water process

REQUESTED BY: *Solo Jewell*

APPROVED BY:

Geno Padua A. Bede

Received by:

FEB 22 2024

Nicole Rogers

Approved:  Deputy Director

26



QUOTATION	NUMBER 20039379	DATE 02/22/2024	Page 1 of 2
CUSTOMER REFERENCE			CURRENCY USD
SHIPPING METHOD COURIER		END OF VALIDITY 04/22/2024	
PAYMENT TERMS Net 30 days		SHIPPING POINT ADDRESS DE NORA WATER TECH LLC. 1110 Industrial Boulevard Sugar Land, TX 77478 USA	PACKAGING Included
INCOTERMS EXW - Ex Works			
DE NORA CONTACT Herbert Barbee ph: +12812748464 mail: Herbert.Barbee@denora.com		SOLD TO PARTY 30002364 AUGUSTA, GEORGIA Accounting Department, Ste. 800 535 TELFAIR STREET Municipal Building 1000 AUGUSTA, GA 30901 USA	
SHIP TO PARTY 30002364			

ITEM / CODE / DESCRIPTION	U.M	QTY	PRICE	CURRENCY	AMOUNT
10 47000339 CELL, ASSEMBLY, CT750, DRINKING/NSF, Legacy Part Number: CT6-0750E-1	PC	1	98,727.32	USD	98,727.32
20 40000525 Crate, CT750, Tube Assembly Legacy Part Number: 5607-147	PC	1	237.70	USD	237.70
<p>CUSTOMER'S ACCEPTANCE OF THIS QUOTATION IS EVIDENCED BY THE SIGNATURE APPLIED HERETO AND CONSTITUTES A CONTRACT TO PURCHASE SUBJECT ONLY TO THE TERMS AND CONDITIONS PROVIDED HEREWITH. ANY CONFLICTING TERMS AND CONDITIONS PROVIDED BY BUYER ARE EXPRESSLY DISCLAIMED.</p> <p>SIGNATURE: _____ DATE: _____</p> <p>* Country of Origin: USA * Sch B: 8421.99.0040 *ECCN: NLR- EAR99 **Freight Not Included in Quote* * Estimated Lead Time: 4-6 Weeks ARO * EXWORKS, our crating company, Houston, TX If you wish to order the part, please sign the attached quote and provide your PO number and Bill and ship to address to avoid approval delays. **Availability is subject to prior sale** Minimum order of \$50.00 required Standard documentation and packaging are provided. We cannot pack to military specifications nor do we offer bar-coding</p>					
TAX BASE	SALES TAX AMOUNT	TOTAL PRODUCT	TOTAL SALES TAX	TOTAL	
98,965.02 USD	0.00 USD	98,965.02 USD	0.00 USD	98,965.02 USD	



QUOTATION	NUMBER 20039379	DATE 02/22/2024	Page 2 of 2
CUSTOMER REFERENCE			CURRENCY USD

services.

\$50.00 charge per Certificate of
Conformance. If the request is received
After the order is shipped the charge
Will increase to \$100.00.

Seller may freely assign any order issued by Buyer to any of Seller's affiliates, and shall notify the Buyer of same, at its option.
Seller reserves the right to manufacture, or to have manufactured at an affiliated facility worldwide, any of the Products, in whole
or in part, associated with an order issued hereunder.

In the event that the performance of a contractual obligation hereunder by either party hereto is prevented, restricted, hindered,
delayed or interfered with directly or indirectly in connection with the COVID-19 ("Coronavirus") pandemic or similar pandemic or
epidemy and/or any measures introduced by any government authority to address such pandemics/epidemies, the party so
affected shall be excused from such performance to the extent and for the duration of such prevention, restriction, hindrance,
delay or interference, and shall not be liable for any costs or damages.

Each party shall exercise reasonable efforts to resolve any impediment, however, neither Party shall be obligated to incur
additional costs of more than 5% of the order value. The party affected should give notice to the other party as soon as
practicable of the prevention, restriction, hindrance, delay or interference with its performance.

Per attached De Nora Water Technologies Texas LLC Terms and Conditions

EXW (Ex-Works): Sugar Land, Texas 77478 U.S.A.

Regards,

Herbert R Barbee

Inside Sales Representative

De Nora Water Technologies Texas LLC

Direct: +1 (281) 274- 8464

Fax: +1 (281) 240-6762

Toll free Product/Tech Support

T: 1.800-646-9426, option 2

Tech Support

Email: Herbert.Barbee@denora.com

Website: <http://www.denora.com>

De Nora and Customer agree that the General Terms and Conditions of Sale set forth at <https://www.denora.com/info/Sales-Terms---Conditions.html> (the
"Terms") shall exclusively govern the transactions described or contemplated in this Purchase Order or Proposal, as applicable, and any other sales or related
transaction between the parties herein, and such Terms are expressly incorporated by reference herein and to any related agreements between the parties.
Any additional or different terms or conditions which may appear in any communication from Customer, including, without limitation, in any printed form provided
are hereby expressly objected to and rejected in full and shall not be effective or binding in any capacity unless expressly accepted in an authorized writing by
De Nora, regardless of, and fully notwithstanding, De Nora's supply of any goods and services or the execution of any document or acceptance by any person
other than an officer or authorized agent of De Nora.

TAX BASE	SALES TAX AMOUNT	TOTAL PRODUCT	TOTAL SALES TAX	TOTAL
98,965.02 USD	0.00 USD	98,965.02 USD	0.00 USD	98,965.02 USD



DeNora Water Technologies Texas LLC
 (Formerly Severn Trent De Nora Texas, LLC)
 1110 Industrial Blvd
 Sugarland TX 77478
 Direct: +1 (281) 274-6770
 Fax: +1 (281) 240-6762
www.denora.com

Date: 22 February 2024
To: Mr. Gene Bodie
 Augusta Utilities
 Augusta Georgia
Copy: Allen Walker, Templeton & Associates
 Joe Kelly - Temsco
From: Kyle T. Cook, Eastern RSM De Nora Water Technologies
Subject: Clortec Exclusivity for Georgia

Dear Mr. Bodie,

Denora Water Technologies is the sole manufacturer of the Clortec Onsite Hypochlorite Generation System, inclusive of any new equipment manufactured by Denora Water Technologies which works in conjunction with and/or is compatible with the Clortec product line.

Kyle T. Cook
 Eastern Regional Sales Manager
 De Nora Water Technologies



Engineering Services Committee

Meeting Date: March 12, 2024

Approve Lead and Copper Rule Revision Water Service Line Inventory Development Contract for AUD to HDR Engineering, Inc. (RFP #24-150)

Department:	Utilities
Presenter:	Michael J Bryant
Caption:	Approve Lead and Copper Rule Revision Water Service Line Inventory Development Contract for AUD to HDR Engineering, Inc. (RFP #24-150)
Background:	Augusta Utilities is seeking approval to enter into a contract with HDR Engineering, Inc. to perform all tasks related to the Augusta Utilities Department's initial water service line inventory, in accordance with the Environmental Protection Agency's (EPA) Lead and Copper Rule Revision, ahead of the compliance deadline of October 16, 2024 based on RFP #24-150. In 2021, the EPA issued significant revisions to the Lead and Copper Rule, called the Lead and Copper Rule Revision (LCRR). Included in this revision is the requirement that water providers must develop a publicly available service line inventory to identify the materials of each service line, on both the water provider-owned and customer-owned side. The Georgia Environmental Protection Division (GA EPD) is the state primacy agency for EPA in Georgia and will be responsible for receiving and verifying compliance with the LCRR. AUD provides drinking water to approximately 75,000 service connections. AUD owns the water service line between the water distribution main and the water meter or property line boundary. The customer owns the water service line from the property line/water line into the premise. AUD is diligently working on reviewing historical records to identify the materials of these service lines; however, it is anticipated that a large portion of service line materials will still be unknown after this effort. AUD is seeking support from HDR Engineering, Inc to assist in field verification and predictive modeling to minimize the number of unknown materials in the service line inventory.
Analysis:	

The requested services were sent out as an RFP per regulations of the Augusta Procurement Code. Three (3) companies responded. The evaluation committee reviewed and evaluated all proposal and recommended

the award to HDR Engineering. The Department concurred with the evaluation committee recommendation.

Financial Impact: \$280,000.00

Alternatives: None

Recommendation: Approve

Funds are available in G/L 514043410-5212115

the following accounts: J/L 82400010-5212115

REVIEWED AND N/A
APPROVED BY:

Request for Proposals

Request for Proposals will be received at this office until **Tuesday, February 20, 2024 @ 1:00 p.m.** via ZOOM Meeting ID: **874 6622 0811**; Passcode: **355520** for furnishing:

RFP Item #24-150 Lead and Cooper Rule Revision Water Service Line Inventory Development for Augusta, GA –
Utilities Department

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

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

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

Pre-Proposal Conference will be held on Monday, February 5, 2024 @ 2:00 p.m. Via Zoom Meeting ID: 841 7840 3893; Passcode: 669020.

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Tuesday, February 6, 2024 @ 5:00 P.M. No RFP will be accepted by fax or email, all must be received by mail or hand delivered.

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

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

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

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

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

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

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle January 11, 18, 25, 2024 and February 1, 2024
Metro Courier January 11, 2024

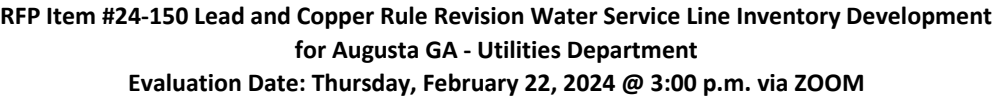
Revised: 3/22/21



**RFP Opening 24-150 Lead and Cooper Rule Revision Water Service Line
Inventory Development for Augusta, GA – Utilities Department
RFP Due: Tuesday, February 20, 2024 @ 1:00 p.m.**

**Total Number Specifications Mailed Out: 26
Total Number Specifications Download (Demandstar): 5
Total Electronic Notifications (Demandstar): 259
Georgia Procurement Registry: 324
Total packages submitted: 3
Total Noncompliant:**

VENDORS	Attachment "B"	Addendum 1	E-Verify	Save Form	Fee Proposal	Original	7 Copies
Stantec Consulting Services 229 Peachtree Street NE, Suite 1900 Atlanta, GA 30303-1629	YES	YES	19959	YES	YES	YES	YES
W.K. Dickson & CO., INC 1450 Greene Street, Suite 505c Augusta, GA 30901	YES	YES	110665	YES	YES	YES	YES
HDR Engineering, Inc. 1100 Peachtree Street, NE Suite 400 Atlanta, GA 30309	YES	YES	42021	YES	YES	YES	YES



Item 5.

Internal Use Only			
Evaluator:	Cumulative	Date:	2/22/24
Procurement Department Representative:		Nancy Williams	
Procurement Department Completion Date:		2/22/24	



UTILITIES DEPARTMENT

Item 5.

Wes Byne, P.E.
Director

Chad Hendrix, P.E.
Assistant Director

MEMO

DATE: February 22, 2024

TO: Geri Sams, Director, Procurement Department

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

FROM: Michael J Bryant *MB*

SUBJECT: RFP #24-150 Lead and Copper Rule Revision Water Service Line Inventory
Director's Approval Memo

I concur with the Selection Board's evaluation and recommendation of HDR, Inc. to complete the efforts required in RFP #24-150 Lead and Copper Rule Revision Water Service Line Inventory Development for the Utilities Department. HDR, Inc. has indicated their ability to complete the project satisfactorily by Georgia EPD's October 16, 2024 deadline.

AUD will submit a Muni-Agenda item after Procurement's receipt of the required consultant's documents for the Commission approval of the RFP #24-150 Lead and Copper Rule Revision Water Service Line Inventory Development project for the Utilities Department.

cc: Chad Hendrix, PE *CDH*
Nancy Williams



RFP Item #24-150 Lead and Copper Rule Revision Water Service Line Inventory Development
for Augusta GA - Utilities Department
Evaluation Date: Thursday, February 22, 2024 @ 3:00 p.m. via ZOOM

Item 5.

Vendors			Stantec Consulting Services 229 Peachtree Street NE, Suite 1900 Atlanta, GA 30303-1629	W.K. Dickson & CO., INC 1450 Greene Street, Suite 505c Augusta, GA 30901	HDR Engineering, Inc. 1100 Peachtree Street, NE Suite 400 Atlanta, GA 30309	Stantec Consulting Services 229 Peachtree Street NE, Suite 1900 Atlanta, GA 30303-1629	W.K. Dickson & CO., INC 1450 Greene Street, Suite 505c Augusta, GA 30901	HDR Engineering, Inc. 1100 Peachtree Street, NE Suite 400 Atlanta, GA 30309
Phase 1			Ranking of 0-5 (Enter a number value between 0 and 5)			Weighted Scores		
Evaluation Criteria	Ranking	Points	Scale 0 (Low) to 5 (High)					
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized	N/A	Pass/Fail	PASS	PASS	PASS	PASS	PASS	PASS
2. Qualifications & Experience	(0-5)	25	5.0	5.0	5.0	125.0	125.0	125.0
3. Organization & Approach	(0-5)	15	4.9	5.0	4.8	73.5	75.0	72.0
4. Scope of Services (30 points) - Provide details on your approach to the Scope of Services (Section II) to include your organizations experience and ability to provide the following item: Provide experience and approach to the following as requested in the RFP specifications: a) Ability to provide predictive modeling efforts in accordance with EPA Lead/Copper Rule Revision guidelines for water service line inventory work. b) Provide concurrence plan and submit to GA EPD, coordinate with GA EPD and AUD on concurrence plan c) Service Line Inventory via Predictive Modeling, using machine learning to gain satisfactory confidence level (according to GA EPD & concurrence plan) to determine system and customer service line material. d) Field inspections necessary in the pursuit of service material validation per the parameters of the predictive modeling effort. e) Photo and Photo Index to reflect findings of field investigations. Photos to be annotated with both System and Customer-side materials. Delivered in digital format with index based on unique identification number.	(0-5)	20	4.5	4.0	5.0	90.0	80.0	100.0
5. Financial Stability	(0-5)	5	5.0	5.0	5.0	25.0	25.0	25.0
6. Schedule of Work	(0-5)	5	4.5	4.4	5.0	22.5	22.0	25.0
7. References	(0-5)	5	5.0	4.7	5.0	24.8	23.5	25.0
Phase 1 Total - (Total Maximum Ranking 25 - Maximum Weighted Total Possible 375)			28.9	28.1	29.8	360.8	350.5	372.0
Phase 2 (Option - Numbers 8-9) (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)								
8. Presentation by Team	(0-5)	10				0.0	0.0	0.0
9. Q&A Response to Panel Questions	(0-5)	5				0.0	0.0	0.0
10. Cost/Fee Proposal Consideration (only choose 1 line according to dollar value of the proposal in relation to all fee proposals - enter the point value for the one line only)						Cost/Fee Proposal Consideration		
Lowest Fees	5	10				0.0	0.0	0.0
Second	5	6				0.0	0.0	0.0
Third	5	4				0.0	0.0	0.0
Forth	5	2				0.0	0.0	0.0
Fifth	5	1				0.0	0.0	0.0
Total Phase 2 - (Total Maximum Ranking 15 - Maximum Weighted Total Possible 125)			0.0	0.0	0.0	0.0	0.0	0.0
Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)								
Total Cumulative Score (Maximum point is 525)			28.9	28.1	29.8	360.8	350.5	372.0



STATE OF GEORGIA
RICHMOND COUNTY

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

AND

CONSULTANT

CONSULTANT: [REDACTED]

PROJECT: [REDACTED]

DATE EXECUTED:

DATE COMPLETED:



STATE OF GEORGIA
RICHMOND COUNTY

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

AND

CONSULTANT

This Agreement is made and entered into this _____ day of _____, 2024 by and between AUGUSTA, Georgia, a political subdivision of the State of Georgia, hereinafter called the "CITY" and Business Name, a Corporation authorized to do business in Georgia, hereinafter called the "CONSULTANT."

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

Project Title

and,

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

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



GENERAL PROVISIONS

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

CONSULTANT COORDINATION

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

AMENDMENTS TO AGREEMENT

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

REDUCTION IN REQUIRED SERVICES

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

DATE CHANGES

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

AGREEMENT MODIFICATIONS

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

TIME OF COMPLETION

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



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

PROJECT PROGRESS

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

LITIGATION

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

BINDINGS

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

EXTENT OF THE AGREEMENT

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



DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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



CONTRACT DOCUMENTS

List of Documents

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

Conflict and Precedence

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

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

DRAFT



GENERAL CONDITIONS

1. COMMENCEMENT OF WORK

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

2. PROFESSIONAL STANDARDS

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

3. CHANGES AND EXTRA WORK

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

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

4. PERSONNEL

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

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

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



5. ACCURACY OF WORK

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

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

6. CONFIDENTIALITY

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

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

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

7. OPEN RECORDS

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

8. JURISDICTION

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

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

9. TERMINATION OF AGREEMENT FOR CAUSE



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

10. TERMINATION FOR CONVENIENCE OF THE CITY

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

11. COORDINATION AND COOPERATION WITH OTHER UTILITIES AND CONSULTANTS

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

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

12. COVENANT AGAINST CONTINGENT FEES

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

13. RESPONSIBILITY FOR CLAIMS AND LIABILITY



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

14. INSURANCE

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

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

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

- A. Workmen's Compensation Insurance – in accordance with the laws of the State of Georgia.
- B. Public Liability Insurance – in an amount of not less 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: Hardie Davis, Jr.

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

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ATTACHMENT B - COMPENSATION

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

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

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

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

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

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



ATTACHMENT C - LISTING OF KEY PERSONNEL

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



ATTACHMENT D - SCHEDULE FOR PERFORMANCE

The term of services will be one year, with the start and end date issues in the Notice to Proceed. Augusta has the option to renew the agreement annually for the duration of four (4) additional one-year terms.

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CONSULTANT SERVICES

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

Prior to Authorization To Proceed:

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

Prior to submitting 30% review documents:

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

Throughout project:

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



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

Upon completion of design:

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

AUGUSTA UTILITIES DEPARTMENT

BY: _____

PRINTED NAME: _____

TITLE: DIRECTOR

DATE: _____

CONSULTANT

BY: _____

PRINTED NAME: _____

TITLE: Principal

DATE: _____



ADDITIONAL SERVICES:

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

NOTE:

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



BEST AND FINAL FEE PROPOSAL

DRAFT

EXHIBIT I

FEE PROPOSAL

Item	Estimated Quantity	Units	\$/Unit	Totals
Scope of Services				
Concurrence Plan	1	Lump Sum	\$38,000/LS	\$38,000
Service Line Inventory via Predictive Modeling	1	Lump Sum	\$175,000/LS	\$175,000
Field Inspections with photo annotations and index	1,000	Each	\$67/each	\$67,000
Total				\$280,000

NOTES:

- 1) All unit prices and sums must include all costs associated with work described in the FEE PROPOSAL
- 2) The estimated quantities provided in the RFP represent Augusta's best effort to identify the amount of work to be performed. These quantities may vary up or down during the course of this agreement. Monthly billings will be for the actual work during that month at the rates provided above.
- 3) Unit prices provided are firm for the duration of the project.

BID SUBMITTED BY:

NAME: Jonathan Henderson, PE

COMPANY: HDR Engineering, Inc.

ADDRESS: 555 Fayetteville Street, Suite 900

CITY/STATE: Raleigh, NC 27601

TELEPHONE: (919) 232-6617

FAX: (919) 232-6642 **EMAIL:** jonathan.henderson@hdrinc.com

SIGNATURE: 

Fee Proposal shall be submitted in a separate sealed envelope
with the following information on the outside of it:

RFP 24-150 – Lead and Copper Rule Revision Water Service Line Inventory Development - Fee Proposal

Fee Proposal

As requested on the Fee Proposal Form included with Augusta Utilities Department's (AUD's) RFP 24-150 Lead and Copper Rule Revision Water Service Line Inventory Development, HDR is pleased to provide our fee proposal on the previous page using the required form. In addition, we have provided labor classifications and billing rates for the staff that will perform the requested scope of services.

Labor Classification/Title	Hourly Rate
Principal Project Manager, Principal Technologist, Principal-in-Charge	\$275
Senior Project Manager, Senior Technical Consultant	\$240
Senior Engineer, Senior Scientist	\$195
Project Manager	\$160
Project Engineer, Project Scientist, Senior GIS Analyst	\$150
Associate Engineer, Staff Scientist, GIS Analyst	\$135
Staff Engineer, Staff Scientist	\$115
Office Support, Administrative Assistant, Accounting	\$100

Level of Effort and Fee Proposal Assumptions

To provide the most accurate estimate for the requested service service line development support services, extensive thought and consideration haveq been given to HDR's approach to delivering the scope of services requested in Section II Scope of Services of AUD's Request for Proposals. Leveraging the experience of our project team members working with AUD and our vast experience with Lead and Copper Rule Revision (LCRR) compliance activities, we have developed our level of effort and associated cost proposal in alignment with the proposed scope of services.

During the fee proposal development process, various assumptions were made to provide a complete fee proposal while still adhering to the scope of services. It is our intention to be completed transparent regarding the development of our level of effort and fee proposal to further demonstrate our commitment to fostering a partnership with AUD. Therefore, the assumptions made during the development of our fee proposal are summarized below, and we welcome the opportunity to discuss our assumptions and clarify any questions that may arise during AUD's review of our proposal.

- We have assumed a project duration of 9 months. We anticipate the Notice to Proceed being issued in March 2024 with the bulk of the work completed by August 2024, with an additional two months in the schedule to assist AUD with any GA EPD coordination or data management cleanup following the inventory submission.
- We have included a \$100,000 direct cost for the use of BlueConduit as our predictive modeling subconsultant. This breaks down to \$30,000 in Professional Services for their staff add \$70,000 for the BlueConduit predictive modeling tool.
- It is assumed that there will be a kickoff meeting and two (2) interim progress workshops, which will be attended by the Principal-in-Charge, Project Manager, and Staff Engineer with BlueConduit team members participating virtually. These workshops will take place in person at AUD's main office.
- We have assumed that the field verifications will be done in 3 batches, with each batch requiring one week (40 hours) of two staff engineers. Two staff members were identified as necessary for safety purposes when conducting field work in the public right of way. It is assumed that each batch of field verifications will verify between 100 to 350 locations.
- It is assumed that after completing these field verifications, the percent confidence of the results in the inventory will be such that GA EPD will allow for the inventory to designate a service line's material. This assumes that both GA EPD adopts the Concurrence Plan provided in Task 1 and that the percent confidence is in the range accepted by other states.

James G Swift & Assoc.
1206 Interstate Parkway
Augusta, GA 30909

Jacobs
10 Tenth Street, Suite 1400
Atlanta, GA 30309

Johnson Laschober
1296 Broad Street
Augusta, GA 30901

Moreland Altobelli Assoc.
2211 Beaver Ruin Rd., Suite 190
Norcross, GA 30071

Benesh
1005 Broad Street, Suite 200
Augusta, GA 30901

WK Dickson & Co.
1450 Greene St., Suite 505C
Augusta, GA 30901

Cranston, LLC
452 Ellis Street
Augusta, GA 30901

Woolpert
375 Northridge Rd., Suite 300
Atlanta, GA 30350

Dewberry
551 Piney Forest Rd
Danville, VA 24540

McKim & Creed
5000 Peachtree Industrial Blvd.
Suite 155
Norcross, GA 30071

Brown & Caldwell
900 Hammond Dr. Suite 400
Atlanta, GA 30328

Hazen and Sawyer
1300 Altmore Ave., Suite 520
Atlanta, GA 30342

Integrated Circles Tech
270 Peachtree St NW
Suite 270
Atlanta, GA 30303

EMC Engineering
27 Chatham Center South, Suite A
Savannah, GA 31405

Ardurra
973 Broad Street, Suite A
Augusta, GA 30901

MWH
230 Peachtree St. NW
Suite 470
Atlanta, GA 30303

Stevenson & Palmer
723 Industrial Park Dr., Suite 2
Evans, GA 30809

Pond and Company
2743 Perimeter Parkway
Building 100, Suite 103
Augusta, GA 30909

Rindt-McDuff Associates
334 Cherokee St. NE
Marietta, GA 30060

Christopher Booker & Assoc.
670 Broad Street
Augusta, GA 30901

Goodwyn, Mills, & Cawood
801 Broad Street, Suite 900
Augusta, GA 30901

Black & Veatch
1411 Gervais Street, Suite 125
Columbia, SC 29201

HDR, Inc.
1100 Peachtree Street, NE
Suite 400
Atlanta, GA 30309

PCI Performance Contracting Inc
Steven Lacy
7914 Unity Church Rd
Denver, NC 28037

24-150

Office: 704-489-2953
Steven.Lacy@pcg.com

Mobile: 866-740-7663
Fax: 704-489-2957

7914 Unity Church Rd
Denver, NC 28037

PerformanceContracting.com

WORLD-CLASS CONSTRUCTION®



Steven Lacy
Project Manager

Tywanna Scott

From: bidnotice.donotreply@doas.ga.gov
Sent: Tuesday, January 16, 2024 12:37 PM
To: Tywanna Scott
Subject: [EXTERNAL] Confirmation of the Event Batch Email process - PE-72155-NONST-2024-000000029

Dear Tywanna Scott,
tscott@augustaga.gov

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

Event Number: PE-72155-NONST-2024-000000029

Event Title: 24-150 Lead and Copper Rule Revision Water Service Line Inventory Development

Event Type: Non-State Agency

Process Log

2024/01/16 12:34:44 : Log starts for - 6686179 - EVENT_RELEASE_TO_SUPL
2024/01/16 12:34:48 : Email Process Log for the Event#: PE-72155-NONST-2024-000000029
2024/01/16 12:34:48 : Email Batch# 2401164769
2024/01/16 12:34:48 : Notification Type: EVENT_RELEASE_TO_SUPL
2024/01/16 12:36:39 : Total No of Contacts found for sending Email: 324
2024/01/16 12:36:39 : No of Email(s) not sent due to Bad Email Address: 0

The sourcing event can be reviewed at: <https://ssl.doas.state.ga.us/gpr/eventDetails?eSourceNumber=PE-72155-NONST-2024-000000029&sourceSystemType=gpr20>

01/16/2024 12:36:39 PM

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

Planholders

Add Supplier

Export To Excel

Supplier (5)

Supplier	Download Date
ConstructConnect	01/24/2024
Dodge Data	01/16/2024
GAINES CONSTRUCTION COMPANY LLC	01/24/2024
Onvia, Inc. - Content Department	01/16/2024
Reconn	01/26/2024

Add Supplier

Supplier Details

Supplier Name	ConstructConnect
Contact Name	ConstructConnect Bid Opportunities
Address	3825 Edwards Rd Suite 800, Cincinnati, OH 45209
Email	content@constructconnect.com
Phone Number	877-227-1680

Documents

Filename	Type	Action
24-150_RFP	Bid Document / Specifications	View History
24-150_ADD1	Addendum	View History

FYI: Process Regarding Request for Proposals

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

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

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

Sec. 1-10-52. Sealed proposals.

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

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

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

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

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

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

provide the services required;

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

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

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



Committee Meeting

Meeting Date: February 27, 2024

Wrightsboro Road Reconstruction and Pedestrian Improvements

(Marks Church Road to Highland Ave.)

Bid #23-238

File Reference: 24 – 014(A)

Department:	Engineering & Environmental Services						
Presenter:	Dr. Hameed Malik, Director						
Caption:	Approve award of Construction Contract to Reeves Construction Company subject to Value Engineering and in the amount of \$6,751,823.05 for Wrightsboro Road reconstruction & pedestrian Improvements Project (Marks Church Rd to Highland Ave.), subject to receipt of signed contract, proper bonds and other contract relevant documents. AE / Bid #23-238						
Background:	Wrightsboro Road Reconstruction & Pedestrian Improvements project is an approved SPLOST project. The improvements consist of improving roadway safety by reconstructing & paving road travel lanes, reconstructing targeted curb and gutter, sidewalks and improving the storm water system. The project will improve roadway safety.						
Analysis:	Bids were received on January 16, 2024 and were evaluated based on criteria outlined in the Bid document. Reeves Construction being the low responsible Bidder. Following contractors submitted proposal.						
	<table> <tr> <td>1. JHC Corporation</td><td>\$9,590,401.50</td></tr> <tr> <td>2. E R Snell Contractor, Inc.</td><td>\$7,457,640.10</td></tr> <tr> <td>3. Reeves Construction Co.</td><td>\$6,751,823.05</td></tr> </table>	1. JHC Corporation	\$9,590,401.50	2. E R Snell Contractor, Inc.	\$7,457,640.10	3. Reeves Construction Co.	\$6,751,823.05
1. JHC Corporation	\$9,590,401.50						
2. E R Snell Contractor, Inc.	\$7,457,640.10						
3. Reeves Construction Co.	\$6,751,823.05						
Financial Impact:	<p>Funds are available in amount of \$6,751,823.05 as follow.</p> <p>Project SPLOST 7: \$4,606,223.00 &</p> <p>Project SPLOST Recaptured Allocation: \$\$2,145,600.05</p>						
Alternatives:	Do not approve and find alternative to complete roadway improvements.						
Recommendation:	Approve award of Construction Contract to Reeves Construction Company subject to Value Engineering and in the amount of \$6,751,823.05 for Wrightsboro Road reconstruction & pedestrian Improvements Project (Marks						

Church Rd to Highland Ave.), subject to receipt of signed contract, prop
bonds and other contract relevant documents. AE / Bid #23-238

Item 6.

Funds are available in (\$6,751,823.05) \$4,606,223.00 - 329-041110-54.14110 / 216829304-
the following accounts: 54.14110 SPLOST 7

\$2,145,600.05 – 328-041110-54.14110 - Project SPLOST 6 Recaptured
Funds

REVIEWED AND
APPROVED BY:

HM/SR

Invitation to Bid

Item 6.

Sealed bids will be received at this office until Wednesday, **December 20, 2023 @ 3:00 p.m.** via ZOOM Meeting ID: **816 0632 8148**; Passcode: **711218** furnishing:

Bid Item #23-238

Wrightsboro Road Improvements Phase I for Augusta, GA – Augusta Engineering and Environmental Services Department

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

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

Bid documents may be examined at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Room 605, Augusta, GA 30901 (706-821-2422). Plans and specifications for the project shall be obtained by all prime, subcontractors and suppliers exclusively from Augusta Blueprint. **The fees for the plans and specifications which are non-refundable is \$375.00.**

It is the wish of the Owner that all businesses are given the opportunity to submit on this project. To facilitate this policy the Owner is providing the opportunity to view plans online (www.augustablue.com) at no charge through Augusta Blueprint (706 722-6488) beginning **Thursday, November 9, 2023**. Bidders are cautioned that submitting a package without Procurement of a complete set are likely to overlook issues of construction phasing, delivery of goods or services, or coordination with other work that is material to the successful completion of the project.

Pre-Bid Conference will be held on Monday, December 4, 2023 @ 3:00 p.m. Via Zoom Meeting ID: 815 7262 1117; Passcode: 479368.

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

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

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

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

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

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

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

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

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle November 9, 16, 23, 30, 2023
Metro Courier November 9, 2023

Revised: 2/19/2016



Bid Opening: Bid Item #23-238 Wrightsboro Road Reconstruction and Pedestrian Improvements (Marks Church Rd to Highland Ave.) Phase I for Augusta, GA – Augusta Engineering and Environmental Services Department
Bid Date: Tuesday, January 16, 2024 @ 3:00 p.m. via ZOOM

Total Number Specifications Mailed Out: 18
Total Number Specifications Download (Demandstar): 6
Total Electronic Notifications (Demandstar): 429
Georgia Procurement Registry:
Pre-Proposal Conference Attendees: N/A
Total Packages Submitted: 3
Total Noncompliant: 0

Vendors	Attachment "B"	Addendum 1 & 2	E-Verify Number	SAVE Form	Bid Bond	Bid Total	Compliance Review 6% Goal
E.R. Snell Contractor Inc. 1785 Oak Road Snellville, GA 30078	Yes	Yes	22114	Yes	Yes	\$7,457,640.10	YES
JHC Corporation 15 Fresh Bru Dr Newnan, GA 30263	Yes	Yes	413897	Yes	Yes	\$9,590,401.50	YES
Reeves Construction Company 1 APAC Industrial Way Augusta, GA 30907	Yes	Yes	667047	Yes	Yes	\$6,751,823.05	YES

**Compliance Department**

Phyllis Johnson
Compliance Director

MEMORANDUM

To: Dr. Hameed Malik, Director, Engineering Department
Geri Sams, Director, Procurement Department

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

Date: January 18, 2024

Subject: Bid Item # 23-238 – Wrightsboro Rd. Reconstruction & Pedestrian Improvements
(Marks Church Rd. to Highland Ave. Project)

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

This memo is to transmit the review and concurrence of responsiveness and compliance by the bidder/offeror, **Reeves Construction Company** Augusta, Georgia code requires contractor(s) to meet the assigned LSBOP Utilization Goal or provide evidence of completing good faith efforts on state and local funded projects.

The goal established for Bid Item # 23-238 – Wrightsboro Rd. Reconstruction & Pedestrian Improvements (Marks Church Rd. to Highland Ave. Project for Augusta, Georgia, is **6%**. The bidder/offeror has committed to a minimum of **6%** and did submit the required forms and is responsive and has satisfied good faith efforts.

Note: The bidder/offeror provided sufficient documentation to support the GFE. The firm has satisfied and met the burden of proof of its GFE.

The bidder/offeror is eligible for award.

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

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

**Compliance Department****Phyllis Johnson**
Compliance Director**MEMORANDUM**

To: Dr. Hameed Malik, Director, Engineering Department
Geri Sams, Director, Procurement Department

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

Date: January 18, 2024

Subject: Bid Item # 23-238 – Wrightsboro Rd. Reconstruction & Pedestrian Improvements
(Marks Church Rd. to Highland Ave. Project)

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

This memo is to transmit the review and concurrence of responsiveness and compliance by the bidder/offeror, **E.R. Snell Contractor, Inc.** Augusta, Georgia code requires contractor(s) to meet the assigned LSBOP Utilization Goal or provide evidence of completing good faith efforts on state and local funded projects.

The goal established for Bid Item # 23-238 – Wrightsboro Rd. Reconstruction & Pedestrian Improvements (Marks Church Rd. to Highland Ave. Project for Augusta, Georgia, is 6%. The bidder/offeror has committed to a minimum of **2.51%** and did submit the required forms and is responsive and has satisfied good faith efforts.

Note: The bidder/offeror provided sufficient documentation to support the GFE. The firm has satisfied and met the burden of proof of its GFE.

The bidder/offeror is eligible for award.

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

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



Compliance Department

Phyllis Johnson
Compliance Director

MEMORANDUM

To: Dr. Hameed Malik, Director, Engineering Department
Geri Sams, Director, Procurement Department

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

Date: January 18, 2024

Subject: Bid Item # 23-238 – Wrightsboro Rd. Reconstruction & Pedestrian Improvements
(Marks Church Rd. to Highland Ave. Project)

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

This memo is to transmit the review and concurrence of responsiveness and compliance by the bidder/offeror, **JHC Corporation** Augusta, Georgia code requires contractor(s) to meet the assigned LSBOP Utilization Goal or provide evidence of completing good faith efforts on state and local funded projects.

The goal established for Bid Item # 23-238 – Wrightsboro Rd. Reconstruction & Pedestrian Improvements (Marks Church Rd. to Highland Ave. Project for Augusta, Georgia, is **6%**. The bidder/offeror has committed to a minimum of **6%** and did submit the required forms and is responsive and has satisfied good faith efforts.

Note: The bidder/offeror provided sufficient documentation to support the GFE. The firm has satisfied and met the burden of proof of its GFE.

The bidder/offeror is eligible for award.

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


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

**ENGINEERING & ENVIR. SVCS. DEPARTMENT**

Hameed Malik, Ph.D., P.E., Director

MEMORANDUM

TO: Ms. Geri Sams, Director - Procurement

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

DATE: Monday, February 5, 2024

SUBJECT: Wrightsboro Road Reconstruction and Pedestrian Improvements
(Marks Church Rd. to Highland Ave.)
for Augusta, GA -Engineering & Environmental Department
Bid: 23-238
File Reference: 24-014(A)

It is recommendation of Augusta Engineering to award Bid 23-238 (Wrightsboro Rd (Marks Church to Highland) Improvements) project to the lowest qualified bidder, Reeves Construction Company (Reeve), subject to value engineering (VE) during construction. Accordingly Augusta Engineering will prepare bid contract award agenda item for Augusta Commission approval. Contract award will be contingent upon Reeve submitting all required documents such as bid bonds, insurance documents.

Should you require additional information, please do not hesitate to contact me at (706)796-5040.

Thank you.

/hm

cc: Darrell White & Nancy Williams, Procurement Department
Compliance Department
June Hamal, AE Associate Director-Construction & Program Delivery
Program File

AUGUSTA ENGINEERING DEPARTMENT
WRIGHTSBORO RD RECONSTRUCTION AND PEDESTRIAN IMPROVEMENTS PH. I
(MARKS CHURCH RD TO HIGHLAND AVE)

SECTION 3: BID PROPOSAL

Date: 1/16/2024

Gentlemen:

In compliance with your invitation for bids dated Nov. 9, 202³, the undersigned hereby proposed to furnish all labor, equipment, and materials, and to perform all work for the installation of roadway improvements, and appurtenances referred to herein as:

WRIGHTSBORO RD RECONSTRUCTION AND PEDESTRIAN IMPROVEMENTS PH. I
(MARKS CHURCH RD TO HIGHLAND AVE)

In strict accordance with the Contract Documents and in consideration of the amounts shown on the Bid Schedule attached hereto and totaling:

Six Million Seven Hundred Fifty One Thousand Eight Hundred **DOLLARS**
Twenty Three Dollars Five Cents
 (\$ \$6,751,823.05)

The undersigned hereby agrees that, upon written acceptance of this bid, he will within 10 days of receipt of such notice execute a formal contract agreement with the OWNER, and that he will provide the bond or guarantees required by the Contract Documents.

The undersigned hereby agrees that, if awarded the contract, he will commence the work within 10 calendar days after the date of written notice to proceed, and that he will complete all work within 365 calendar days.

The undersigned acknowledges receipt of the following addenda:

Addendum Number:

Addendum Date:

1

12/7/2023

2

1/8/2024

Respectfully submitted:

Reeves Construction Company

(Name of the Firm)

1 APAC Industrial Way
Augusta, GA 30907

(Business Address)

By: 

Title: Assistant Secretary

AUGUSTA ENGINEERING DEPARTMENT
WRIGHTSBORO RD RECONSTRUCTION AND PEDESTRIAN IMPROVEMENTS PH. I
(MARKS CHURCH RD TO HIGHLAND AVE)

Bid Proposal:

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL
ROADWAY					
000-1000	Force Account	LS	1	\$450,000	\$450,000
150-1000	TRAFFIC CONTROL -	LS	1	\$550,200.00	\$550,200.00
210-0100	GRADING COMPLETE -	LS	1	\$1,026,300.00	\$1,026,300.00
310-1101	GR AGGR BASE CRS, INCL MATL	TN	100	\$60.00	\$6,000.00
402-1801	RECYCLED ASPH CONC PATCHING, INCL BITUM MATL	TN	1665	\$125.00	\$208,125.00
402-1812	RECYCLED ASPH CONC LEVELING, INCL BITUM MATL & H LIME	TN	200	\$125.00	\$25,000.00
402-4510	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL POLYMER-MODIFIED BITUM MATL & H LIME	TN	6319	\$115.00	\$726,685.00
402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	TN	10512	\$109.00	\$1,145,808.00
413-0750	TACK COAT	GL	9182	\$3.75	\$34,432.50
432-0216	MILL ASPH CONC PVMT, 4 IN DEPTH	SY	76447	\$4.20	\$321,077.40
441-0104	CONC SIDEWALK, 4 IN	SY	250	\$55.00	\$13,750.00
441-0108	CONC SIDEWALK, 8 IN	SY	459	\$80.00	\$36,720.00
441-0748	CONCRETE MEDIAN, 6 IN	SY	53	\$67.00	\$3,551.00
441-6222	CONC CURB & GUTTER, 8 IN X 30 IN, TP 2	LF	876	\$45.00	\$39,420.00
500-9999	CLASS B CONC, BASE OR PVMT WIDENING	CY	39	\$520.00	\$20,280.00
611-3000	RECONSTR CATCH BASIN, GROUP 1	EA	3	\$8,500.00	\$25,500.00
611-3010	RECONSTR DROP INLET, GROUP 1	EA	1	\$8,000.00	\$8,000.00
611-3030	RECONSTR STORM SEW MANHOLE, TYPE 1	EA	1	\$8,000.00	\$8,000.00
611-8000	ADJUST CATCH BASIN TO GRADE	EA	3	\$8,500.00	\$25,500.00
611-8040	ADJUST DROP INLET TO GRADE	EA	1	\$8,000.00	\$8,000.00
611-8050	ADJUST MANHOLE TO GRADE	EA	7	\$7,250.00	\$50,750.00

AUGUSTA ENGINEERING DEPARTMENT
WRIGHTSBORO RD RECONSTRUCTION AND PEDESTRIAN IMPROVEMENTS PH. I
(MARKS CHURCH RD TO HIGHLAND AVE)

632-0003	CHANGEABLE MESSAGE SIGN, PORTABLE, TYPE 3	EA	4	\$15,000.00	\$60,000.00
SUB TOTAL					\$4,793,098.90
EROSION CONTROL					
700-6910	PERMANENT GRASSING	AC	1	\$1,200.00	\$1,200.00
700-7000	AGRICULTURAL LIME	TN	3	\$475.00	\$1,425.00
700-8000	FERTILIZER MIXED GRADE	TN	2	\$1,030.00	\$2,060.00
700-8100	FERTILIZER NITROGEN CONTENT	LB	50	\$7.50	\$375.00
716-2000	EROSION CONTROL MATS, SLOPES	SY	200	\$1.15	\$230.00
SUB TOTAL					\$5,290.00
TEMPORARY EROSION CONTROL					
163-0232	TEMPORARY GRASSING	AC	1	\$850.00	\$850.00
163-0240	MULCH	TN	21	\$400.00	\$8,400.00
163-0301	CONSTRUCT & REMOVE CONSTRUCTION EXITS	EA	1	\$1,975.00	\$1,975.00
163-0550	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	EA	106	\$175.00	\$18,550.00
165-0010	MAINTENANCE OF TEMPORARY SILT FENCE, TP A	LF	450	\$0.30	\$135.00
165-0101	MAINTENANCE OF CONSTRUCTION EXIT	EA	1	\$750.00	\$750.00
165-0105	MAINTENANCE OF INLET SEDIMENT TRAP	EA	106	\$200.00	\$21,200.00
165-0310	MAINTENANCE OF CONSTRUCTION EXIT TIRE WASH AREA (PER EACH)	EA	1	\$200.00	\$200.00
171-0010	TEMPORARY SILT FENCE, TYPE A	LF	900	\$2.75	\$2,475.00
SUB TOTAL					\$54,535.00
SIGNING AND MARKING					
611-5551	RESET SIGN	EA	3	\$2,000.00	\$6,000.00
636-1033	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 9	SF	12.5	\$37.50	\$468.75
636-2070	GALV STEEL POSTS, TP 7	LF	26	\$21.00	\$546.00
653-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	EA	99	\$92.00	\$9,108.00
653-0130	THERMOPLASTIC PVMT MARKING, ARROW, TP 3	EA	2	\$155.00	\$310.00

AUGUSTA ENGINEERING DEPARTMENT
WRIGHTSBORO RD RECONSTRUCTION AND PEDESTRIAN IMPROVEMENTS PH. I
(MARKS CHURCH RD TO HIGHLAND AVE)

653-0210	THERMOPLASTIC PVMT MARKING, WORD, TP 1	EA	1	\$210.00	\$210.00
653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	LF	20165	\$0.40	\$8,066.00
653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	LF	20467	\$0.40	\$8,186.80
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	575	\$9.75	\$5,606.25
653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	LF	4592	\$2.10	\$9,643.20
653-3501	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN, WHITE	GLF	19358	\$0.35	\$6,775.30
653-3502	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN, YELLOW	GLF	15576	\$0.35	\$5,451.60
653-6004	THERMOPLASTIC TRAF STRIPING, WHITE	SY	243	\$5.25	\$1,275.75
653-6006	THERMOPLASTIC TRAF STRIPING, YELLOW	SY	110	\$5.25	\$577.50
654-1001	RAISED PVMT MARKERS TP 1	EA	902	\$5.25	\$4,735.50
654-1003	RAISED PVMT MARKERS TP 3	EA	618	\$5.25	\$3,244.50
SUB TOTAL					\$70,205.15
SIGNALS					
647-1000	TRAFFIC SIGNAL INSTALLATION NO -1	EA	1	\$175,000.00	\$175,000.00
647-1000	TRAFFIC SIGNAL INSTALLATION NO -2	EA	1	\$150,000.00	\$150,000.00
647-1000	TRAFFIC SIGNAL INSTALLATION NO -3	EA	1	\$120,000.00	\$120,000.00
647-1000	TRAFFIC SIGNAL INSTALLATION NO -4	EA	1	\$125,000.00	\$125,000.00
647-1000	TRAFFIC SIGNAL INSTALLATION NO -5	EA	1	\$180,000.00	\$180,000.00
615-1100	DIRECTIONAL BORE PIPE -	LF	1204	\$27.00	\$32,508.00
682-6222	CONDUIT, NONMETL, TP 2, 2 IN	LF	5040	\$17.00	\$85,680.00
639-3014	STEEL STRAIN POLE, TP IV - WITH ONE 35' MAST ARM (BLACK) AND ONE 55' MAST ARM (BLACK)	EA	1	\$45,000.00	\$45,000.00
639-3014	STEEL STRAIN POLE, TP IV - WITH 65' MAST ARM (BLACK)	EA	1	\$50,000.00	\$50,000.00
639-3014	STEEL STRAIN POLE, TP IV - WITH 35' MAST ARM (BLACK)	EA	3	\$28,000.00	\$84,000.00
639-3014	STEEL STRAIN POLE, TP IV - WITH 40' MAST ARM (BLACK)	EA	1	\$32,000.00	\$32,000.00
639-3014	STEEL STRAIN POLE, TP IV - WITH 45' MAST ARM (BLACK)	EA	2	\$33,000.00	\$66,000.00

AUGUSTA ENGINEERING DEPARTMENT
WRIGHTSBORO RD RECONSTRUCTION AND PEDESTRIAN IMPROVEMENTS PH. I
(MARKS CHURCH RD TO HIGHLAND AVE)

639-3014	STEEL STRAIN POLE, TP IV - WITH 50' MAST ARM (BLACK)	EA	2	\$36,000.00	\$72,000.00
639-3014	STEEL STRAIN POLE, TP IV – WITH 55' MAST ARM (BLACK)	EA	6	\$38,000.00	\$228,000.00
939-5010	ELECTRICAL POWER SERVICE ASSEMBLY, AERIAL SERVICE POINT	EA	5	\$7,000.00	\$35,000.00
937-6050	INTERSECTION VIDEO DETECTION SYSTEM ASSEMBLY, TYPE A	EA	5	\$55,000.00	\$275,000.00
937-6100	OUTPUT EXPANSION MODULE, TYPE A	EA	5	\$8,000.00	\$40,000.00
936-1010	CCTV SYSTEM, TYPE H	EA	5	\$5,500.00	\$27,500.00
647-3000	INTERNALLY ILLUMINATED STREET SIGN	EA	21	\$275.00	\$5,775.00
647-3100	INTERNALLY ILLUMINATED STREET NAME SIGN CONTROL ASSEMBLY	EA	21	\$11.00	\$231.00
SUB TOTAL					\$1,828,694.00
GRAND TOTAL					\$6,751,823.05

GRAND TOTAL

Six Million Seven Hundred Fifty One Thousand

DOLLARS

Eight Hundred Twenty Three Dollars Five Cents

***GRADING COMPLETE:** *Shall include any work without a specific pay item such as:* removal and disposal of all miscellaneous roadway items, utility items, and drainage items (i.e. demolition items). Additional items shall be included in the item of grading complete, unless otherwise established as separate contract items, including, but not limited to: removal/demolition of pavement, removal/demolition of concrete sidewalks and driveways / valley gutter, removal of curb and gutter, removal of abandoned drainage structures, removal of street signs, and any other miscellaneous removal items whether shown on the plans or not. The items of grading complete shall also include other miscellaneous items of construction not otherwise shown as a separate pay item such as fine grading, general clearing, cut and fill, constructing shoulder and subgrade, finish grading, construction layout, the hauling and disposal of undesirable or surplus materials, removing and/or resetting mailboxes, removing and/or resetting gates and fences, removing and/or resetting irrigation sprinkler heads, bonds and insurance etc. Remove/reconnect water services, reconnect sanitary services, remove/reset signs (type varies), remove/reset water sprinkler systems(complete), remove/reset water valves(size varies), remove/reset yard lamps (type varies) shall be included in grading complete where no separate bid item is established.

****LS (LUMP SUM)** – For all Lump Sum items, attach itemized break of lump sum amount on separate sheet



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Sarah Murtha all of the city of Hartford, state of CT its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Reeves Construction Company

Obligee Name: Augusta/Richmond County Commission

Surety Bond Number: Bid Bond

Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of December, 2023.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 1st day of December, 2023, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 1st day of December, 2023.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary



LIBERTY MUTUAL INSURANCE COMPANY

Financial Statement – December 31, 2022

Assets**Liabilities**

Cash and Bank Deposits	\$3,908,755,039
*Bonds — U.S Government	3,451,999,931
*Other Bonds	18,862,255,155
*Stocks	19,372,953,698
Real Estate	190,092,373
Agents' Balances or Uncollected Premiums.....	7,929,876,358
Accrued Interest and Rents.....	166,740,412
Other Admitted Assets	15,968,062,977
Total Admitted Assets	<u>\$69,850,735,943</u>

Unearned Premiums.....	\$10,133,358,204
Reserve for Claims and Claims Expense	27,953,643,316
Funds Held Under Reinsurance Treaties	368,610,620
Reserve for Dividends to Policyholders	1,379,296
Additional Statutory Reserve.....	197,278,000
Reserve for Commissions, Taxes and Other Liabilities.....	9,206,000,954
Total.....	<u>\$47,860,270,390</u>
Special Surplus Funds	\$195,696,103
Capital Stock	10,000,075
Paid in Surplus	13,324,803,036
Unassigned Surplus	8,459,966,339
Surplus to Policyholders	21,990,465,553
Total Liabilities and Surplus.....	<u>\$69,850,735,943</u>



* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2022, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8th day of March 2023.

Assistant Secretary

Augusta Georgia
Multiple Funding Sources
Project Budgets

Department

Engineering & Environmental Services

Project Name:

Wrightsboro Road Reconstruction and Pedestrian Improvements

Project Description:

Entering into Construction Agreement with Reeves Construction for Value Engineering of Wrightsboro Road Reconstruction & Pedestrian Improvements (Marks Church Rd to Highland Ave). The improvements consist of improving roadway safety; BID 23-238

Start Date:

2024

Completion Date:

TBD

Project Phase

CST

- (Design or Construction)

total Project Budget (all Sources)

6,751,823

Funding					
Source of Funds (SPLOST, TIA, LMIG, etc)	SPLOST 6	SPLOST 7			TOTAL
329041110-216829304		4,606,223			4,606,223
328041110-TBD	2,145,600	-			2,145,600
		-			-
		-			-
		-			-
		-			-
Total Funding	2,145,600	4,606,223	-	-	6,751,823

Expenditures						
Description	Object Code					
Roads	54.14110	2,145,600	4,606,223	-	-	6,751,823
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-

**Augusta Georgia
Multiple Funding Sources
Project Budgets**

Item 6.

Department	<div>Engineering & Environmental Services</div>					
Project Name:	<div>Wrightsboro Road Reconstruction and Pedestrian Improvements</div>					
Project Description:	<div>Entering into Construction Agreement with Reeves Construction for Value Engineering of Wrightsboro Road Reconstruction & Pedestrian Improvements (Marks Church Rd to Highland Ave). The improvements consist of improving roadway safety; BID 23-238</div>					
Start Date:	<div>2024</div>					
Completion Date:	<div>TBD</div>					
Project Phase - (Design or Construction)	<div>CST</div>					
total Project Budget (all Sources) TOTAL	<div>6,751,823</div>	<div>2,145,600</div>	<div>4,606,223</div>	<div>-</div>	<div>-</div>	<div>6,751,823</div>
Variance (shoud be -0-)	<div>0</div>	<div>-</div>	<div>-</div>	<div>-</div>	<div>-</div>	<div>0</div>

Augusta Blueprint & Microfilm, Inc.

#23-238 Wrightsboro Road Reconstruction and Pedestrian Improvement (Marks Church Rd. to Highland
for Augusta, GA - Augusta Engineering and Environmental Services Department

Planholders List

Set #	Received By	Delivered	Shipped	Picked-Up /Email	Address
1	E.R. Snell Contractor, Inc.			X	1785 oak Road Snellville, Georgia 30078 kpollard@ersnell.com
2	Reeves Construction Company			X	1 APAC Industrial Way Augusta, Georgia 30907 ghamilton@reevescc.com
3	JHC Corporation				15 Fresh Bru Drive Newnan, GA 30263 Melissa@jhccorporation.com
4	ConstructConnect			X	3825 Edwards Rd Suite 800 Cincinnati, OH 45209 grace.wilson@constructconnect.com
5					
6					
7					
8					

**GRIFFIN CONTRACTING
ATTN: TROY DAVIS
122 PIPEMAKERS CIRCLE
SUITE 207
POOLER, GA 31322**

**ER SNELL CONTRACTOR
1785 OAK ROAD
SNELLVILLE, GA 30078**

**C&H PAVING
204 MAIN STREET
THOMSON, GA 30824**

**SUMMERS CONCRETE
CONTRACTING, INC.
5538 COPPAGE ROAD
HAHIRA, GA 31632**

**ATC SITE CONSTRUCTION
614 BRIGHAM ROAD
NORTH AUGUSTA, SC 29841**

**BLAIR CONSTRUCTION
PO BOX 770
EVANS, GA 30809**

**C.W. MATTHEWS CONTRACTING
1600 KENVIEW DRIVE
MARIETTA, GA 30060**

**J & H GRADING & PAVING
1579 EDGEFIELD HIGHWAY
AIKEN, SC 29801**

**HORIZON CONSTRUCTION
PO BOX 798
EVANS, GA 30809**

**PAVEWAY OF AUGUSTA/AIKEN
306 SILVER BLUFF RD.
AIKEN, SC 29803**

**J&B CONSTRUCTION
3550 GORDON HIGHWAY
GROVETOWN GA 30813**

**BEAM'S CONTRACTING
ATTN: DARRELL CAUDILL
15030 ATOMIC ROAD
BEECH ISLAND, SC 29842**

**GEARIG CIVIL WORKS
322 GRIMAUDE BLVD.
GROVETOWN, GA 30813**

**REEVES CONSTRUCTION
ATTN: GREG HAMILTON
1 APAC INDUSTRIAL WAY
AUGUSTA, GA 30907**

**JHC CORPORATION
15 FRESH BRU DRIVE
NEWNAN, GA 30263**

**GARNTO SOUTHERN
CONSTRUCTION, LLC
ATTN: JASON GARNTO
4811 CLARK DRIVE
EVANS, GA 30809**

**REYNOLDS CONSTRUCTION
300 E. BROAD STREET
FAIRBURN, GA 30213**

**QUALITY PLUS SERVICES INC.
2929 QUALITY DRIVE
PETERBURG, VA 23805**

**Hameed Malik
Engineering & Environmental
Services**

**June Hamal
Engineering & Environmental
Services**

**Phyllis Johnson
Compliance**

Tywanna Scott

From: bidnotice.donotreply@doas.ga.gov
Sent: Thursday, November 9, 2023 5:16 PM
To: Tywanna Scott
Subject: [EXTERNAL] Confirmation of the Event Batch Email process - PE-72155-NONST-2023-000000016

Dear Tywanna Scott,
tscott@augustaga.gov

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

Event Number: PE-72155-NONST-2023-000000016
Event Title: 23-238 Wrightsboro Road Reconstruction & Pedestrian Improvement
Event Type: Non-State Agency

Process Log

2023/11/09 17:08:40 : Log starts for - 3648788 - EVENT_RELEASE_TO_SUPL
2023/11/09 17:08:44 : Email Process Log for the Event#: PE-72155-NONST-2023-000000016
2023/11/09 17:08:44 : Email Batch# 2311092987
2023/11/09 17:08:44 : Notification Type: EVENT_RELEASE_TO_SUPL
2023/11/09 17:09:54 : Bad Email not sent to pcannady of CONTINENTAL CONSTRUCTION COMPANY INC
2023/11/09 17:09:55 : Bad Email not sent to rhorton of CONTINENTAL CONSTRUCTION COMPANY INC
2023/11/09 17:12:55 : Bad Email not sent to eteague of AJAX BUILDING CORPORATION OF GEORGIA
2023/11/09 17:15:56 : Total No of Contacts found for sending Email: 1209
2023/11/09 17:15:56 : No of Email(s) not sent due to Bad Email Address: 3

The sourcing event can be reviewed at: <https://ssl.doas.state.ga.us/gpr/eventDetails?eSourceNumber=PE-72155-NONST-2023-000000016&sourceSystemType=gpr20>

11/09/2023 05:15:56 PM

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

Planholders

Add Supplier

Export To Excel

Supplier (6)

Supplier 

Download Date

ConstructConnect

11/14/2023

Dodge Data

11/09/2023

Gosalia Concrete Constructors, Inc.

11/09/2023

MC Squared Inc

11/13/2023

Onvia, Inc. - Content Department

11/09/2023

Prominent Realty, LLC

11/10/2023

Add Supplier



Engineering Services

Meeting Date: February 27, 2024

AO EESD WM Contract Extension 2

Department:	Office of the Administrator
Presenter:	Takiyah A. Douse, Interim Administrator
Caption:	Motion to approve the Administrator's recommendation to extend the residential solid waste and recyclables collection second transition agreement between Augusta, Georgia, and Georgia Waste Systems, LLC from July 1, 2024, to December 31, 2025, for \$21.86 per house, per month.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	Approve the Administrator's recommendation to extend the residential solid waste and recyclables collection second transition agreement between Augusta, Georgia, and Georgia Waste Systems, LLC from July 1, 2024, to December 31, 2025, for \$21.86 per house, per month.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

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

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

WITNESSETH

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

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

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

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

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

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

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

[signatures on following page]

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

AUGUSTA, GEORGIA

By: _____

Attest

Its: _____

GEORGIA WASTE SYSTEMS, LLC

By: _____

Attest

Print Name: _____



Engineering Services Committee Meeting

Meeting Date: 3/12/2024

Augusta Corporate Park Utility Extension Design

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. (CO2_22AUA011)
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 \$34,940.00. 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 \$34,940.00.
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 \$34,940.00.
Funds are available in the following accounts:	Funds are available in 507043490-5212115 / 82100130-5212115
<u>REVIEWED AND APPROVED BY:</u>	N/A

**UTILITIES DEPARTMENT**

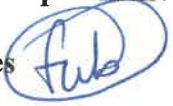
Wes Byne, P.E.
Director

Chad Hendrix, P.E.
Assistant Director

MEMO

DATE: February 29, 2024

TO: Geri Sams, Director, Procurement Department


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

FROM: Tate Horton, Construction Engineer

SUBJECT: Augusta Corporate Park Utility Extension Project
Contract Amendment for Additional Design Services

The Augusta Utilities Department (AUD) is requesting approval of a contract amendment to the current Cranston Engineering Group Purchase Order (PO# 22AUA011) to perform additional design services required for the Augusta Corporate Park Utility Extension project. These additional services were prompted by the addition of a new industrial customer and refined wastewater discharge flows into the currently designed sewer system. The amendment request is for an additional fee of \$34,940.00.

AUD recommend approving the change order, so Cranston Engineering Group may proceed with the proposed scope of work.

cc: Chad Hendrix, P.E. 



CRANSTON

CranstonEngineering.com

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

February 9, 2024

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

Re: Augusta Corporate Park
Utility Improvements
Cranston File No.: 2016-0092-05

Dear Mr. Horton:

In accordance with your request, we are pleased to offer the following proposal for professional services associated with design and contract document revisions for the proposed utility upgrades in the Augusta Corporate Park. We understand drawing and contract document revisions are required due to the addition of industries in the project area, specifically the Artemus and Blue Lagoon industrial developments.

Per our meeting on February 5, 2024, we understand the City of Augusta has authorized the bid advertisement for the currently approved drawings dated July 12, 2023. As time is of the essence, we anticipate that drawing and contract document revisions will be incorporated into the bid-set via addendum.

The task-based scope of work proposed below is consistent with AUD direction during our meeting on February 5, 2024.

SCOPE OF WORK

TASK 1: DATA GATHERING AND SERVICE AREA VALIDATION

- Cranston will compile and document our understanding of design flow rates and build-out timelines using information provided by AUD. We will prepare a schematic to illustrate the developments serviced by the proposed lift station.
- Cranston will evaluate the gravity sewer options for the potential development (i.e., Blue Lagoon) on the south side of the Highway 56 – Valencia Way intersection. We will generate a profile the proposed gravity main between the subject parcel and the receiving gravity manhole and review with AUD for review and confirmation of next steps.
- Cranston will meet with AUD to discuss the findings relating to service area, proposed design conditions, and build-out timelines. Following your approval,

Cranston will deliver an executive summary showing the design conditions and proposed service area.

TASK 2: LIFT STATION & FORCE MAIN CALCULATIONS

- We understand that AUD desires to utilize an existing cylindrical fiberglass wet well that is approximately 8-feet in diameter and 18-feet deep. We anticipate a duplex pump system and further understand that AUD has purchased one (1) pump configuration that could be used in this application if the pump's operating conditions meets the design requirements.
- Cranston will complete hydraulic calculations for force main design. Specific attention will be directed to the build-out timeline and operational concerns associated with low-flow rates during the early stages of service area build-out.
- Cranston will evaluate pump and force main configurations against a range of operating conditions as we understand the subject industries will be developed in phases.
- Cranston will meet with AUD to review the lift station and force main alternatives and will make a recommendation for the preferred option.

TASK 3: CONSTRUCTION DRAWING & BID DOCUMENT UPDATES

- Following hydraulic calculations, Cranston will update the current bid-set to reflect gravity service to the new industries, lift station and force main design updates, construction drawing refinement, and other final revisions as needed.
- Cranston will prepare an updated construction cost estimate.
- The current Davis-Bacon wage rates will be included in the contract documents per the Federal EDA requirements.
- Cranston will review the final documents with AUD and concurrently submit them through the City of Augusta plan review process, if necessary. Once reviewed, we will incorporate any comments and issue updated documents via addendum.

TASK 4: PROJECT COORDINATION (AUD-AUGUSTA EDA-FEDERAL EDA)

- Cranston will facilitate communications and meetings between AUD and AEDA as it relates to the design revisions, opinion of probable construction cost, Federal EDA grant, and other project elements.
- We will coordinate the proposed utility improvement design scope with other current design and construction projects in the Augusta Corporate Park.
- Coordination services are anticipated through the bid phase of the utility improvement project, save any extended delays.

Augusta Utilities Department
February 8, 2024
Page **3** of **3**

FEE PROPOSAL

We propose to deliver the professional Civil and Landscape Architecture services as outlined below:

TASK	DESCRIPTION	PROPOSED FEE
1	Data Gathering & Service Area Validation (<i>Lump Sum</i>)	\$ 3,125
2	Lift Station & Force Main Calculations (<i>Lump Sum</i>)	\$ 9,975
3	Construction Drawing & Bid Document Updates (<i>Lump Sum</i>)	\$ 16,920
4	Project Coordination (AUD-AEDA-Federal EDA) (<i>Lump Sum</i>)	\$ 4,920
Total Basic Services		\$ 34,940

We will submit monthly invoices for work completed to date. Payment will be due within 30 days from the date on the invoice.

TIME OF COMPLETION

Cranston understands that time is of the essence and will initiate design services prior to receipt of a purchase order based on your written direction. We anticipate delivery of the addenda by March 1, 2024, if directed to proceed in writing by February 12, 2024.

We appreciate the opportunity to prepare this proposal and trust that you find it satisfactory. Should you have any question concerning the scope of the services offered, or the fees, please do not hesitate to give us a call.

Sincerely,

CRANSTON LLC



Tom Dunaway, P.E., MBA

ACCEPTED:

AUGUSTA UTILITIES DEPARTMENT

BY: _____

TITLE: _____

DATE: _____



Engineering Services Committee Meeting

Meeting Date: 3/12/2024

USGS Gaging Stations Datum Survey Project

Department:	Utilities Department
Presenter:	Wes Byne, Director
Caption:	Approve contract with Cranston Engineering to perform survey duties related to various USGS River Gaging Stations for \$66,620.00
Background:	The purpose of this project is to make independent field surveys to establish benchmarks near each published United States Geologic Survey (USGS) River level gaging station, along with other key locations, on the Savannah River in the vicinity of the New Savannah Bluff Lock and Dam (NSBLD) and in the pool impounded by the dam. These benchmarks will serve to verify and/or correct elevation datums of the multiple primary USGS gaging stations within this area.
Analysis:	Approval of this contract will allow the August Utilities Department to confirm the vertical datums of various USGS River Gaging Stations that impact the NSBLD Project.
Financial Impact:	We have reviewed the proposal from Cranston Engineering and find it to be fair and reasonable. Funding in the amount of \$66,620.00 is available from accounts: G/L 507043490-5212115 - J/L 82400030-5212115.
Alternatives:	No alternatives are recommended.
Recommendation:	Recommend approval of this contract with Kleinschmidt Associates for \$66,620.00.
Funds are available in the following accounts:	Funds are available in account G/L 507043490-5212115 - J/L 82400030-5212115.
<u>REVIEWED AND APPROVED BY:</u>	N/A



CRANSTON

CranstonEngineering.com

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

December 22, 2023

Mr. Wes Byne
Augusta Utilities Department
452 Walker Street, Suite 200
Augusta, Georgia 30901

RE: New Savannah Bluff Lock and Dam
Updated Proposal for Datums Surveys
USGS Gaging Station and Key
Locations
Cranston File No. 2019-0543(K)

Dear Mr. Byne:

In accordance with your request, we are pleased to offer the following updated proposal for conducting field surveys, analyses, and reporting to establish new benchmarks at key United States Geological Survey (USGS) gaging stations related to the Lock and Dam pool and at other key locations to be described in the paragraphs below.

PURPOSE

The purpose of the USGS gage datum surveys is to make independent field surveys to establish benchmarks at each published USGS gaging station, along with other key locations, on the Savannah River in the vicinity of the New Savannah Bluff Lock and Dam and in the pool impounded by the dam. The benchmarks to be established can be readily used to verify and/or correct the elevation datums of the several primary USGS gaging stations, so that they are all related to the same elevation datum, namely the North American Vertical Datum of 1988 (NAVD 1988).

Note that the exact location and type of fixture where the elevation points are referenced at each station are not known at this time, because many are likely

located within locked enclosures. Nevertheless, comparisons using simple direct level surveys to the benchmarks to be established under this proposal may be readily made at such time as the official reference points become known and physical access permissions procured.

GENERAL SCOPE

The scope of work proposed herein is generally based on the original scope contained in our previous proposal letter of October 22, 2022, enlarged to encompass the several specific tasks you have outlined during our recent scoping meeting and to add OPUS GPS processing as described in a paragraph below.

The scope is divided into five parts: first, conducting background research of published elevations, public records, and summarizing results; second, making field surveys for the four Principal USGS gaging stations that are used to measure the level of the pool and designating one temporary benchmark and one permanent benchmark monument at each site; third, making surveys to establish temporary benchmarks at the Secondary USGS gaging stations and other key locations at or near the pool; fourth, furnishing shop-made concrete monuments with integral caps; making near-simultaneous water level elevation surveys at each of the Principal USGS gaging stations during a period of steady flow conditions; and, sixth, furnishing a written report and GIS-compatible maps to document the findings. A seventh task is proposed to determine the elevations of the four Principal USGS gaging stations reference points and the "zero" of each gage, to be done at such time as access to the station enclosures can be gained.

METHODOLOGY

Establish temporary benchmarks at immediate sites of all gaging station and selected secondary locations, using existing fixed identifiable features without installing any new objects nor defacing any facilities.

Establish permanent benchmark monuments located as close as possible to the principal gaging stations. These monuments are not to be located on federal lands, but on property owned by local government or on private property by permission. Use brass or bronze caps anchored in concrete monuments or in fixed structural elements.

Survey direct levels from published federal government First Order Survey benchmarks, employing digital leveling equipment to loop elevation surveys through new benchmarks and back to the original benchmark to check elevations against allowable error. Also, loop through previously established State benchmarks that have been officially checked and verified by OPUS GPS methodology. Loop through other established City benchmarks, if located convenient to the work sites, particularly those along the Augusta Levee and/or Augusta Canal. Employ Second

Order, Class 2 Precision for permanent and temporary benchmarks at the four Principal USGS Gaging Stations, and Third Order Precision for the temporary benchmarks at the Secondary USGS Gaging Stations and Key Locations. These orders specify general misclosure limits of 0.026 foot and 0.04 foot, respectively. Precision orders are defined in by National Geodetic Survey in *Control Leveling, Report 8*. (Available at https://www.ngs.noaa.gov/PUBS_LIB/TRNOS73NGS8.pdf). In addition, vertical closures of measurements are to meet State of Georgia Rule 180-7-.04 Measurements—Vertical: "A circuit of levels between precise benchmarks or a circuit closed upon the initial benchmark shall not differ more than 0.02 foot multiplied by the square root of the number of miles in the circuit, and in no case to exceed 0.05 foot."

Calculate datum shift differences from NGVD 1929 (or mean sea level) and NAVD 1988 for each survey loop (or for each benchmark, if different).

Obtain GPS and OPUS elevations using Survey Grade GPS equipment observations on all temporary and permanent benchmarks. For obscured points, use offset points for observations and direct leveling and traverse surveys, if necessary, because of tree cover or other obstructions to clear views of satellite arrays in the celestial sphere. Compare resulting elevation values to elevations obtained from direct leveling and datum shifts calculations, to demonstrate the specified precision.

For six benchmark locations obtain longer duration GPS observations and employ OPUS processing methodology for at least six of them for additional precise checking of accuracy. This includes submitting the GPS observations to the National Geodetic Survey (NGS) Online Position User Service (OPUS) for precise solutions to the GPS positions and ties to the National Spatial Reference System. (Further information on OPUS available at <https://geodesy.noaa.gov/OPUS/about.jsp#about>) The six benchmarks are proposed to be locations 2, 3, 5, 6, 7, and 9 under Paragraph C below.

Survey Simultaneous Water Elevations by making water level elevation surveys at each of the Principal USGS gaging stations as nearly simultaneously as possible during a period of steady flow conditions in the river.

Furnish Written Report of Findings, including project management and quality reviews. The report will cover methodology, descriptions, maps, GIS layer map, and details, as further defined below. The report will be prepared and signed by land surveyors and engineers licensed to practice in both Georgia and South Carolina; Thomas H. Robertson, RLS, PE; John T. Attaway, RLS; and other similarly qualified Cranston staff professionals.

Determine Gaging Station Reference Elevations of the four Principal Gaging Stations, and determine the elevation of the "zero" of each gage. This task is proposed to be accomplished at such time (possibly at a future date) when access to each enclosure and the exact physical place of elevation reference are provided by the appropriate owner(s) of the stations.

SPECIFIC SCOPE

A. RESEARCH OF PUBLIC RECORDS FOR USGS GAGING STATIONS AND EASEMENTS.

1 USGS Stations. The identifying nomenclature obtained to date for each gaging station and key location is presented below. Further details from published sources as of 3/12/21 and 9/6/22 are summarized in Attachment A hereto. (Note the USGS pages at those times are endorsed "PROVISIONAL DATA SUBJECT TO REVISION". The current elevations, and perhaps other data, appear to be different.)

2 Flowage Easements. The elevations for flowage easements on the South Carolina properties from 1934 state specific elevations for the then-proposed pool, referenced ". . . the point of zero on the gauge located on this date at the 5th Street Bridge. . . ." (Note that these elevations seem to be at variance with the gauge data published historically by the USGS in their *Water-Supply Paper 1673*, 1964, p. 318.)

B. SURVEYS FOR PRINCIPAL GAGING STATIONS (SECOND ORDER PRECISION)

The basic nomenclature obtained to date for each of the four principal stations in or adjacent to the Augusta pool is summarized below. Further details on information on each station as of 3/12/21 and 9/6/22 is included herewith as Attachment A.

1 USGS GAGE 02197000 SAVANNAH RIVER AT AUGUSTA, GA

Location: Downstream side of New Savannah Bluff Lock and Dam.

2 USGS GAGE 02196999 SAVANNAH RV ABOVE NEW SAV. LOCK AND DAM.

Location: Upstream side of New Savannah Bluff Lock and Dam. (Proposed OPUS Observation Location)

3 USGS GAGE 02196670 SAVANNAH RIVER JEFFERSON DAVIS BR, AT AUGUSTA, GA

Location: Staff gage at first pier of Fifth Street Bridge from Georgia. Recording gage formerly located at second pier, until recently. (Proposed OPUS Observation Location)

4 RELOCATED "FIFTH STREET" GAGE.

Location: On River Walk Bulkhead at Eighth Street. Further information is needed for this gage, as the USGS has been unresponsive to inquiries by telephone and email.

C. SURVEYS FOR SECONDARY GAGING STATIONS AND KEY LOCATIONS (THIRD ORDER PRECISION)

5 AUGUSTA RAW WATER INTAKE PUMPING STATION

Location: On Savannah Riverbank opposite 234 Pistol Range Road, off Sand Bar Ferry Road. (Proposed OPUS Observation Location)

Note: If desired by the City, a permanent benchmark will be established at this important site, at no additional cost to the City.

6 NORTH AUGUSTA RAW WATER INTAKE

Location: North Augusta, South Carolina (Proposed OPUS Observation Location)

7 AUGUSTA CANAL RAW WATER PUMPING STATION

Location: North bank of Augusta Canal a short distance upstream of the CSX railroad bridge over the canal. (Proposed OPUS Observation Location)

8 USGS GAGE 02196485 AUGUSTA CANAL NR AUGUSTA, GA (UPPER)

Location: South bank of the Augusta Canal a short distance downstream of the Canal Headgates.

9 CITY OF AUGUSTA GAGE AT AUGUSTA CANAL DIVERSION DAM.

Elevation on existing brass gaging station cap. Also, elevation of height-sensing equipment for impoundment above diversion dam. (Proposed OPUS Observation Location)

10 STEVENS CREEK DAM.

Location: Existing elevation benchmarks at the generating station on property of Dominion Energy, approximately one mile upstream of Augusta Canal Diversion Dam. Exact points to be determined, and site access, coordinated in consultation with Dominion Energy.

11 BENCHMARK(S) ON AUGUSTA LEVEE.

Locations: Wherever pre-established points are located at a convenient position to the survey work.

12 BENCHMARK(S) ON AUGUSTA CANAL.

Locations: Wherever pre-established points are located at a convenient position to the survey work.

D. FURNISH CONCRETE MONUMENTS WITH BRASS/BRONZE CAPS—either local shop-made or store-bought as available at the time of surveys.

E. SURVEY SIMULTANEOUS WATER ELEVATIONS by making water level elevation surveys at each of the Principal USGS gaging stations as nearly simultaneously as possible during a period of steady flow conditions in the river.

F. WRITTEN REPORT OF FINDINGS

The report will include the following major elements:

- Description of methodology.
- Overall map(s) of benchmarks (both new, published, and previous) in electronic (pdf) and physical formats.
- A separate map to consist of an electronic mapping layer compatible with the Augusta GIS System.
- Table of Elevations for Primary Gaging Station Benchmarks, including measured, observed, and OPUS values (where applicable) in NAVD 1988 datum, calculated datum shifts to NVGD 1929 (and/or mean sea level), geographic positions, Georgia State Plane Coordinates, and any special annotations.
- Table of Elevations for Secondary Gaging Station and Key Location Benchmarks, including measured, observed values, and OPUS values (where applicable) in NAVD 1988 datum, calculated datum shifts to NVGD 1929 (and/or mean sea level), geographic positions, Georgia State Plane Coordinates (or South Carolina State Plane Coordinates, as applicable to the particular point), and any special annotations.
- Location descriptions, detailed position sketches, and a photograph for each individual temporary and permanent benchmark to facilitate future recovery.
- Summary of conclusions and discussion of any discrepancies found.

The project management tasks will include overall oversight and quality reviews at key stages of the work.

G. FUTURE SERVICE: DETERMINE GAGING STATION REFERENCE ELEVATIONS of the four Principal Gaging Stations, and determine the elevation of the "zero" of each gage. Furnishing an addendum to the written report. This task is proposed to be accomplished at such time (possibly at a future date) when access to each enclosure and the exact physical place of elevation reference are provided by the appropriate owner(s) of the stations.

FEE PROPOSAL

We propose to accomplish each task at the lump sum fees indicated:

<u>Proposed Services</u>	<u>Proposed Fee</u>
A. RESEARCH OF PUBLISHED RECORDS FOR USGS GAGING STATION	\$5,630.00
B. SURVEYS FOR PRINCIPAL GAGING STATIONS (4 LOCATIONS, 2 OPUS)	\$21,900.00
C. SURVEYS FOR SECONDARY GAGING STATIONS AND KEY LOCATIONS (7 LOCATIONS; 4 OPUS)	\$20,025.00
D. FURNISH CONCRETE MONUMENTS	\$1,800.00
E. SIMULTANEOUS WATER ELEVATIONS	3,500.00
F. WRITTEN REPORT OF FINDINGS, PROJECT MANAGEMENT, & QUALITY REVIEWS	\$9,265.00
SUBTOTAL	62,120.00
G. DETERMINE GAGING STATION REFERENCE ELEVATIONS & REPORT ADDENDUM (FUTURE)	4,500.00
TOTAL	\$66,620.00

Payment will be expected within thirty (30) days of the completion of each item and the submittal of our invoice.

TIME OF COMPLETION

We propose to begin work immediately upon your direction and to complete the surveys, report and maps within sixty to ninety (60–90) days thereafter.

ACKNOWLEDGEMENT

Your authorized signature in the space provided on a copy of this letter returned to us, or your approved purchase order, will be our authority to proceed.

We appreciate the opportunity of making this proposal and trust that you find it satisfactory. Should you have any question concerning the scope of the services offered, or the fees, please do not hesitate to give us a call.

Augusta Utilities Department
December 22, 2023
Page 8 of 8

Sincerely,
CRANSTON LLC



Thomas H. Robertson, PE, RLS



Mitchell B. Murchison, PE

ACCEPTED:

Augusta, Georgia
Utilities Department

BY: _____

TITLE: _____

DATE: _____

Attachment

G:\Projects\2019\2019-0543 NEW SAVANNAH BLUFF LOCK AND DAM FORENSIC ENGINEERING\AB-TempFiles\K) USGS GAGE DATUM SURVEYS (AU10-160)\2019-0543 (K) USGS Gage Datum Surveys Updated Proposal. FINAL. 2023-12-22.docx



STATE OF GEORGIA
RICHMOND COUNTY

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

AND

CONSULTANT

CONSULTANT: Cranston Engineering

PROJECT: USGS Gaging Stations Datum Survey Project

DATE EXECUTED:

DATE COMPLETED:



STATE OF GEORGIA
RICHMOND COUNTY

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

AND

CONSULTANT

This Agreement is made and entered into this _____ day of _____, 2024 by and between AUGUSTA, Georgia, a political subdivision of the State of Georgia, hereinafter called the "CITY" and Cranston Engineering., 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:

USGS Gaging Stations Datum Survey Project

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:

Cranston Engineering

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

ATTEST CLERK:

PRINTED NAME: Lena J. Bonner

AS ITS: Clerk of Commission

DATE: _____

CONSULTANT:

Cranston Engineering

BY: _____

PRINTED NAME: _____

AS ITS: Principal

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 Cranston Engineering which includes their fee and schedule.

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.

For the Scope of Services, please refer to the attached proposal from Cranston Engineering which includes their fee and schedule.



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:

For the Scope of Services, please refer to the attached proposal from Cranston Engineering which includes their fee and schedule.



ATTACHMENT D - SCHEDULE FOR PERFORMANCE

The term of services will be one year, with the start and end date issues in the Notice to Proceed. Augusta has the option to renew the agreement annually for the duration of four (4) additional one-year terms.

For the Scope of Services, please refer to the attached proposal from Cranston Engineering which includes their fee and schedule.

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



CRANSTON

CranstonEngineering.com

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

December 22, 2023

Mr. Wes Byne
Augusta Utilities Department
452 Walker Street, Suite 200
Augusta, Georgia 30901

RE: New Savannah Bluff Lock and Dam
Updated Proposal for Datums Surveys
USGS Gaging Station and Key
Locations
Cranston File No. 2019-0543(K)

Dear Mr. Byne:

In accordance with your request, we are pleased to offer the following updated proposal for conducting field surveys, analyses, and reporting to establish new benchmarks at key United States Geological Survey (USGS) gaging stations related to the Lock and Dam pool and at other key locations to be described in the paragraphs below.

PURPOSE

The purpose of the USGS gage datum surveys is to make independent field surveys to establish benchmarks at each published USGS gaging station, along with other key locations, on the Savannah River in the vicinity of the New Savannah Bluff Lock and Dam and in the pool impounded by the dam. The benchmarks to be established can be readily used to verify and/or correct the elevation datums of the several primary USGS gaging stations, so that they are all related to the same elevation datum, namely the North American Vertical Datum of 1988 (NAVD 1988).

Note that the exact location and type of fixture where the elevation points are referenced at each station are not known at this time, because many are likely

located within locked enclosures. Nevertheless, comparisons using simple direct level surveys to the benchmarks to be established under this proposal may be readily made at such time as the official reference points become known and physical access permissions procured.

GENERAL SCOPE

The scope of work proposed herein is generally based on the original scope contained in our previous proposal letter of October 22, 2022, enlarged to encompass the several specific tasks you have outlined during our recent scoping meeting and to add OPUS GPS processing as described in a paragraph below.

The scope is divided into five parts: first, conducting background research of published elevations, public records, and summarizing results; second, making field surveys for the four Principal USGS gaging stations that are used to measure the level of the pool and designating one temporary benchmark and one permanent benchmark monument at each site; third, making surveys to establish temporary benchmarks at the Secondary USGS gaging stations and other key locations at or near the pool; fourth, furnishing shop-made concrete monuments with integral caps; making near-simultaneous water level elevation surveys at each of the Principal USGS gaging stations during a period of steady flow conditions; and, sixth, furnishing a written report and GIS-compatible maps to document the findings. A seventh task is proposed to determine the elevations of the four Principal USGS gaging stations reference points and the "zero" of each gage, to be done at such time as access to the station enclosures can be gained.

METHODOLOGY

Establish temporary benchmarks at immediate sites of all gaging station and selected secondary locations, using existing fixed identifiable features without installing any new objects nor defacing any facilities.

Establish permanent benchmark monuments located as close as possible to the principal gaging stations. These monuments are not to be located on federal lands, but on property owned by local government or on private property by permission. Use brass or bronze caps anchored in concrete monuments or in fixed structural elements.

Survey direct levels from published federal government First Order Survey benchmarks, employing digital leveling equipment to loop elevation surveys through new benchmarks and back to the original benchmark to check elevations against allowable error. Also, loop through previously established State benchmarks that have been officially checked and verified by OPUS GPS methodology. Loop through other established City benchmarks, if located convenient to the work sites, particularly those along the Augusta Levee and/or Augusta Canal. Employ Second

Order, Class 2 Precision for permanent and temporary benchmarks at the four Principal USGS Gaging Stations, and Third Order Precision for the temporary benchmarks at the Secondary USGS Gaging Stations and Key Locations. These orders specify general misclosure limits of 0.026 foot and 0.04 foot, respectively. Precision orders are defined in by National Geodetic Survey in *Control Leveling, Report 8*. (Available at https://www.ngs.noaa.gov/PUBS_LIB/TRNOS73NGS8.pdf). In addition, vertical closures of measurements are to meet State of Georgia Rule 180-7-.04 Measurements—Vertical: "A circuit of levels between precise benchmarks or a circuit closed upon the initial benchmark shall not differ more than 0.02 foot multiplied by the square root of the number of miles in the circuit, and in no case to exceed 0.05 foot."

Calculate datum shift differences from NGVD 1929 (or mean sea level) and NAVD 1988 for each survey loop (or for each benchmark, if different).

Obtain GPS and OPUS elevations using Survey Grade GPS equipment observations on all temporary and permanent benchmarks. For obscured points, use offset points for observations and direct leveling and traverse surveys, if necessary, because of tree cover or other obstructions to clear views of satellite arrays in the celestial sphere. Compare resulting elevation values to elevations obtained from direct leveling and datum shifts calculations, to demonstrate the specified precision.

For six benchmark locations obtain longer duration GPS observations and employ OPUS processing methodology for at least six of them for additional precise checking of accuracy. This includes submitting the GPS observations to the National Geodetic Survey (NGS) Online Position User Service (OPUS) for precise solutions to the GPS positions and ties to the National Spatial Reference System. (Further information on OPUS available at <https://geodesy.noaa.gov/OPUS/about.jsp#about>) The six benchmarks are proposed to be locations 2, 3, 5, 6, 7, and 9 under Paragraph C below.

Survey Simultaneous Water Elevations by making water level elevation surveys at each of the Principal USGS gaging stations as nearly simultaneously as possible during a period of steady flow conditions in the river.

Furnish Written Report of Findings, including project management and quality reviews. The report will cover methodology, descriptions, maps, GIS layer map, and details, as further defined below. The report will be prepared and signed by land surveyors and engineers licensed to practice in both Georgia and South Carolina; Thomas H. Robertson, RLS, PE; John T. Attaway, RLS; and other similarly qualified Cranston staff professionals.

Determine Gaging Station Reference Elevations of the four Principal Gaging Stations, and determine the elevation of the "zero" of each gage. This task is proposed to be accomplished at such time (possibly at a future date) when access to each enclosure and the exact physical place of elevation reference are provided by the appropriate owner(s) of the stations.

SPECIFIC SCOPE

A. RESEARCH OF PUBLIC RECORDS FOR USGS GAGING STATIONS AND EASEMENTS.

1 USGS Stations. The identifying nomenclature obtained to date for each gaging station and key location is presented below. Further details from published sources as of 3/12/21 and 9/6/22 are summarized in Attachment A hereto. (Note the USGS pages at those times are endorsed "PROVISIONAL DATA SUBJECT TO REVISION". The current elevations, and perhaps other data, appear to be different.)

2 Flowage Easements. The elevations for flowage easements on the South Carolina properties from 1934 state specific elevations for the then-proposed pool, referenced ". . . the point of zero on the gauge located on this date at the 5th Street Bridge. . . ." (Note that these elevations seem to be at variance with the gauge data published historically by the USGS in their *Water-Supply Paper 1673*, 1964, p. 318.)

B. SURVEYS FOR PRINCIPAL GAGING STATIONS (SECOND ORDER PRECISION)

The basic nomenclature obtained to date for each of the four principal stations in or adjacent to the Augusta pool is summarized below. Further details on information on each station as of 3/12/21 and 9/6/22 is included herewith as Attachment A.

1 USGS GAGE 02197000 SAVANNAH RIVER AT AUGUSTA, GA

Location: Downstream side of New Savannah Bluff Lock and Dam.

2 USGS GAGE 02196999 SAVANNAH RV ABOVE NEW SAV. LOCK AND DAM.

Location: Upstream side of New Savannah Bluff Lock and Dam. (Proposed OPUS Observation Location)

3 USGS GAGE 02196670 SAVANNAH RIVER JEFFERSON DAVIS BR, AT AUGUSTA, GA

Location: Staff gage at first pier of Fifth Street Bridge from Georgia. Recording gage formerly located at second pier, until recently. (Proposed OPUS Observation Location)

4 RELOCATED "FIFTH STREET" GAGE.

Location: On River Walk Bulkhead at Eighth Street. Further information is needed for this gage, as the USGS has been unresponsive to inquiries by telephone and email.

C. SURVEYS FOR SECONDARY GAGING STATIONS AND KEY LOCATIONS (THIRD ORDER PRECISION)

5 AUGUSTA RAW WATER INTAKE PUMPING STATION

Location: On Savannah Riverbank opposite 234 Pistol Range Road, off Sand Bar Ferry Road. (Proposed OPUS Observation Location)

Note: If desired by the City, a permanent benchmark will be established at this important site, at no additional cost to the City.

6 NORTH AUGUSTA RAW WATER INTAKE

Location: North Augusta, South Carolina (Proposed OPUS Observation Location)

7 AUGUSTA CANAL RAW WATER PUMPING STATION

Location: North bank of Augusta Canal a short distance upstream of the CSX railroad bridge over the canal. (Proposed OPUS Observation Location)

8 USGS GAGE 02196485 AUGUSTA CANAL NR AUGUSTA, GA (UPPER)

Location: South bank of the Augusta Canal a short distance downstream of the Canal Headgates.

9 CITY OF AUGUSTA GAGE AT AUGUSTA CANAL DIVERSION DAM.

Elevation on existing brass gaging station cap. Also, elevation of height-sensing equipment for impoundment above diversion dam. (Proposed OPUS Observation Location)

10 STEVENS CREEK DAM.

Location: Existing elevation benchmarks at the generating station on property of Dominion Energy, approximately one mile upstream of Augusta Canal Diversion Dam. Exact points to be determined, and site access, coordinated in consultation with Dominion Energy.

11 BENCHMARK(S) ON AUGUSTA LEVEE.

Locations: Wherever pre-established points are located at a convenient position to the survey work.

12 BENCHMARK(S) ON AUGUSTA CANAL.

Locations: Wherever pre-established points are located at a convenient position to the survey work.

D. FURNISH CONCRETE MONUMENTS WITH BRASS/BRONZE CAPS—either local shop-made or store-bought as available at the time of surveys.

E. SURVEY SIMULTANEOUS WATER ELEVATIONS by making water level elevation surveys at each of the Principal USGS gaging stations as nearly simultaneously as possible during a period of steady flow conditions in the river.

F. WRITTEN REPORT OF FINDINGS

The report will include the following major elements:

- Description of methodology.
- Overall map(s) of benchmarks (both new, published, and previous) in electronic (pdf) and physical formats.
- A separate map to consist of an electronic mapping layer compatible with the Augusta GIS System.
- Table of Elevations for Primary Gaging Station Benchmarks, including measured, observed, and OPUS values (where applicable) in NAVD 1988 datum, calculated datum shifts to NVGD 1929 (and/or mean sea level), geographic positions, Georgia State Plane Coordinates, and any special annotations.
- Table of Elevations for Secondary Gaging Station and Key Location Benchmarks, including measured, observed values, and OPUS values (where applicable) in NAVD 1988 datum, calculated datum shifts to NVGD 1929 (and/or mean sea level), geographic positions, Georgia State Plane Coordinates (or South Carolina State Plane Coordinates, as applicable to the particular point), and any special annotations.
- Location descriptions, detailed position sketches, and a photograph for each individual temporary and permanent benchmark to facilitate future recovery.
- Summary of conclusions and discussion of any discrepancies found.

The project management tasks will include overall oversight and quality reviews at key stages of the work.

G. FUTURE SERVICE: DETERMINE GAGING STATION REFERENCE ELEVATIONS of the four Principal Gaging Stations, and determine the elevation of the "zero" of each gage. Furnishing an addendum to the written report. This task is proposed to be accomplished at such time (possibly at a future date) when access to each enclosure and the exact physical place of elevation reference are provided by the appropriate owner(s) of the stations.

FEE PROPOSAL

We propose to accomplish each task at the lump sum fees indicated:

<u>Proposed Services</u>	<u>Proposed Fee</u>
A. RESEARCH OF PUBLISHED RECORDS FOR USGS GAGING STATION	\$5,630.00
B. SURVEYS FOR PRINCIPAL GAGING STATIONS (4 LOCATIONS, 2 OPUS)	\$21,900.00
C. SURVEYS FOR SECONDARY GAGING STATIONS AND KEY LOCATIONS (7 LOCATIONS; 4 OPUS)	\$20,025.00
D. FURNISH CONCRETE MONUMENTS	\$1,800.00
E. SIMULTANEOUS WATER ELEVATIONS	3,500.00
F. WRITTEN REPORT OF FINDINGS, PROJECT MANAGEMENT, & QUALITY REVIEWS	\$9,265.00
SUBTOTAL	62,120.00
G. DETERMINE GAGING STATION REFERENCE ELEVATIONS & REPORT ADDENDUM (FUTURE)	4,500.00
TOTAL	\$66,620.00

Payment will be expected within thirty (30) days of the completion of each item and the submittal of our invoice.

TIME OF COMPLETION

We propose to begin work immediately upon your direction and to complete the surveys, report and maps within sixty to ninety (60–90) days thereafter.

ACKNOWLEDGEMENT

Your authorized signature in the space provided on a copy of this letter returned to us, or your approved purchase order, will be our authority to proceed.

We appreciate the opportunity of making this proposal and trust that you find it satisfactory. Should you have any question concerning the scope of the services offered, or the fees, please do not hesitate to give us a call.

Augusta Utilities Department
December 22, 2023
Page 8 of 8

Sincerely,
CRANSTON LLC



Thomas H. Robertson, PE, RLS



Mitchell B. Murchison, PE

ACCEPTED:

Augusta, Georgia
Utilities Department

BY: _____

TITLE: _____

DATE: _____

Attachment

G:\Projects\2019\2019-0543 NEW SAVANNAH BLUFF LOCK AND DAM FORENSIC ENGINEERING\AB-TempFiles\K) USGS GAGE DATUM SURVEYS (AU10-160)\2019-0543 (K) USGS Gage Datum Surveys Updated Proposal. FINAL. 2023-12-22.docx



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

Vendor: Cranston Engineering Group E-Verify Number: 64684

Commodity: Engineering Services

Estimated annual expenditure for the above commodity or service: \$ 66,620 (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: 2/29/2024

Department Head Signature: [Signature] Date: 2/29/24

Approval Authority: [Signature] Date: 3/4/24

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

COMMENTS:



UTILITIES DEPARTMENT

Wes Byne, P.E.
Director

Chad Hendrix, P.E.
Assistant Director

MEMO

DATE: February 29, 2024

TO: Geri Sams
Director, Procurement Department

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

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

SUBJECT: **USGS Gaging Stations Datum Survey Project**
Director's Approval Memo &
Justification for Sole Source

The Augusta Utilities Department (AUD) is requesting approval to enter into a contract with Cranston Engineering Group (Cranston) to perform survey duties. The purpose of this project is to make independent field surveys to establish benchmarks at each published United States Geologic Survey (USGS) gaging station, along with other key locations, on the Savannah River in the vicinity of the New Savannah Bluff Lock and Dam (NSBLD) and in the pool impounded by the dam. These benchmarks will serve to verify and/or correct elevation datums of the several primary USGS gaging stations within this area.

Cranston was chosen for this task as a sole source based upon their extensive knowledge of the NSBLD and its current standings as it relates to the City of Augusta and nearby municipalities.

Cranston's price for this effort is \$66,620.00 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.



Engineering Services Committee

March 12, 2024

Minutes

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve the minutes of the Engineering Services Committee held on February 27, 2024.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



ENGINEERING SERVICES COMMITTEE MEETING MINUTES

Commission Chamber

Tuesday, February 27, 2024

1:10 PM

ENGINEERING SERVICES

PRESENT

Mayor Garnett Johnson

Commissioner Alvin Mason

Commissioner Catherine Smith-McKnight

Commissioner Tony Lewis

Commissioner Brandon Garrett

1. Presentation by Ms. Rhoda M. Hann regarding the flood on June 22, 2023 at 2513 Argonne Drive and neighboring houses.

Motion to approve tasking the Administrator with compiling a list of all affected homes and citizens in the area in order to determine a scope of magnitude and to determine an estimated cost.

Motion made by Garrett, Seconded by Smith-McKnight.

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

Motion carries 4-0.

2. Recommend Approval of Request to Replace Utilities Oracle Software Licensing and Maintenance Plan.

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

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

Motion carries 4-0.

3. Approve RFQ # 24-205: the Sanitary Sewer Connection Program – Phase 3 (SSCP-P3) to extend the program life via a new contract and renew funding for Augusta – Utilities Department. Award is for one (1) year with the option to extend for four (4) additional one (1) year terms.

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

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

Motion carries 4-0.

4. Approve supplemental funding (SA4) to Hussy Gay Bell (HGB) in the amount of \$280, for the Broad Street Improvements Construction Phase Services (CEI). AE / RFP 18-311

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

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

Motion carries 4-0.

5. Approve award of Construction Contract to Reeves Construction Company subject to Value Engineering and in the amount of \$4,021,957.00 for Transportation Investment Act (TIA) Project Dennis Road Improvements, subject to receipt of signed contract, proper bonds and other contract relevant documents. AE / Bid #23-234

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

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

Motion carries 4-0.

6. Approve continued funding of the current “On-Call Property Appraisal and Acquisition Services for Augusta Engineering” Contract in the amount of \$150,000. AED / RFP 22-147

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

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

Motion carries 4-0.

7. Approve the continued funding of the current On-Call Field and Laboratory Testing for Soil and Construction Material, and Geotechnical Inspection and Investigation (CMT_Geotech) Services contract in the amount of \$127,170.00 for Broad Street Improvements Project-Geotech. Atlas assigned to Broad Street construction-SUE. AE / RFP 19-179

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

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 004-3-030-00-0) 3047 Dennis Road.

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

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

Motion carries 4-0.

9. Motion to approve the Administrator’s recommendation to extend the residential solid waste and recyclables collection second transition agreement between Augusta, Georgia, and Georgia Waste Systems, LLC from July 1, 2024, to December 31, 2025, for \$21.86 per house, per month.

Motion to approve referring this item to the next committee meeting.

Motion made by Garrett, Seconded by Smith-McKnight.

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

Motion carries 4-0.

10. Motion to approve the minutes of the Engineering Services Committee held on February 13, 2024.

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

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

Motion carries 4-0.

11. Presentation by Glendale Historic Preservation Committee regarding petition to keep the Olive Road Bridge open.

No action was taken on this item due to it being addressed in the Public Services Committee.

