

ENGINEERING SERVICES COMMITTEE MEETING AGENDA Commission Chamber Tuesday, May 28, 2024 1:20 PM

# **ENGINEERING SERVICES**

- Approve Survey Phase Task Order supplemental funding for Streambank Stabilization Design, Permitting and Construction Engineering Services Contract to Johnson, Laschober & Associates, PC. (JLA) in the amount of \$163,047 for Rocky Creek Improvements. AE/ 19-152
- 2. 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 \$271,200.00 for Barton Chapel @SR10/US78 (Gordon Hwy) Intersection Improvements Project. MC2 assigned to Barton Chapel Improvements construction. AE/RFP 19-179
- 3. Approve Supplemental funding (SA#4) for continuity of Engineering Phase of Design Engineering Consultant Agreement to Hussey Gay Bell and DeYoung (HGB) in the amount of \$19,350.00 for Augusta Engineering Transportation Improvement Program (TIP) Operational Efficiency of Various Intersections Project.AE/RFQ 17-127
- **4.** Approve Augusta Engineering entering into Revised Cooperative Services and Funding Agreement (Agreement) with United States Department of Agriculture (USDA) Animal and Plant Health Inspection Services (APHIS) Wild Life Services (WS) for assisting Augusta Engineering Managing Beavers within Augusta, Georgia Service Area. Also approve the Agreement annual mutual continuation. /AE
- 5. 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 \$386,836.00 for Robert C Daniel @CR601/Wheeler Road Intersection Improvements Project (PI0012866). ATLAS assigned to Robert C Daniel Improvements construction. AE/RFP 19-179
- 6. 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 \$317,280.00 for Dennis Road Widening and Improvements Project. MEG was assigned to Dennis Road construction. AE/ RFP 19-179
- 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 \$259,540.00 for Wrightsboro Road Reconstruction and

Pedestrian Improvements Project. MEG was assigned to Wrightsboro Road construction. AE/ RFP 19-179

- 8. Approve supplemental (SA9) funding for various Tasks under Final Design Phase of Engineering Consultant Agreement to WK Dickson & Co., Inc. in the amount of \$53,500.00 for Wilkinson Garden Area Roadway Drainage Improvements. AE/RFQ 07-114
- **9.** Approve the sole source purchase and installation of new street lighting along Grand Blvd between 15th Street and Turpin Street.
- 10. 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 April 30 Engineering Services Committee; no recommendation from Engineering Services Committee May 14, 2024; referred from May 22 Commission Meeting)
- **11.** Motion to approve the minutes of the Engineering Services Committee held on May 14, 2024.
- 12. Approve Supplementing Thomson Building Wrecking Company, Inc. of Augusta Contract under Bid 21-160 in amount of \$71,775.00 for Augusta's Infrastructure Projects Generated Waste Concrete Material Aggregate Recovery & Hauling for its Beneficial Use at the Augusta Deans Bridge Road Landfill. AE
- Approve adding funds in amount of \$200,000 to Yancey Brothers Landfill Equipment Block Time contract for Rebuilding Landfill Compactors. Bid 23-114/AE
- **14.** Approve the sole source purchase of new solar street lighting equipment to be placed along Windsor Springs between Meadowbrook Dr. and Crosscreek Rd.
- **15.** Approve the sole source purchase of the installation of the poles for streetlights to be placed along Windsor Spring between Meadowbrook Dr. and Crosscreek Rd.
- **16.** Approve the sole source purchase of new solar street lighting equipment to be placed along Wrightsboro Rd between North Leg Rd. and Highland Ave.
- **17.** Approve the sole source purchase and installation of new street lighting along Jimmie Dyess Parkway between Wrightsboro Road and 2,500 feet south of the Richmond County line.
- 18. Approve hosting a workshop with the Administrator, the Engineering Department, the Procurement Department, the Marshal's Office, the Finance Department, Commissioners Johnson, Mason and Scott, the Mayor Pro Tem and the Warden of RCCI to discuss the situation regarding grass cutting and lot and right-of-way maintenance ahead of the budget cycle in order to secure funding for these operations during the budget discussions. (Requested by Commissioner Jordan Johnson)



**Committee Meeting** 

Meeting Date: May 28, 2024

Engineering Services for Rocky Creek Improvements Design, Permitting and Construction – RFQ 19-152

Johnson, Laschober & Associates - Task Order Two

File Reference: 23 - 014(A)

Department:	Engineering & Environmental Services					
Presenter: Caption:	Dr. Hameed Malik Approve Survey Phase Task Order supplemental funding for Streambank Stabilization Design, Permitting and Construction Engineering Services Contract to Johnson, Laschober & Associates, PC. (JLA) in the amount of \$163,047 for Rocky Creek Improvements. AE/ 19-152					
Background:	On May 8, 2019 Commission approved award of Streambank Stabilization Design, Permitting and Construction Engineering Services Agreement to three qualified firms including JLA. Work is released as a Phased Task Order. Rocky improvements initial phase scope services funding was approved on October 17, 2023. Initial phase activities (Task Order 1) in progress and there is need to initiate collecting survey data to complete these activities and develop the next phase of the project.					
Analysis:	<ul> <li>This project is located in the Rocky Creek Basin/Watershed, and the creek flows through it. Areas in the project boundary currently experience flooding and bank erosion. The proposed project will improve Rocky Creek stabilization and reduce risk of flood hazard both upstream and downstream by construction of flood control storage facilities at heard water and mid water locations. Design tasks are released in phases to ensure field work is completed in cost effectively and develop targeted scope. Survey is key base of intended improvements design</li> </ul>					
Financial Impact:	Project SPLOST IV Funds (Rocky Creek Drainage Project).					
Alternatives:	1). Do not approve and find alternative to complete the stream improvements.					
Recommendation:	Approve Initial Phase funding for Streambank Stabilization Design, Permitting and Construction Engineering Services Contract to Johnson, Laschober & Associates, PC. (JLA) in the amount of \$163,665 for Rocky Creek Improvements. Requested by Engineering. RFQ 19-152					

**Funds are available in** 324041110-52.12115 / 209824002-52.12115 - Project SPLOST IV<sup>1</sup> the following accounts: Funds

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



Phone: 813-621-4929 Fax: 813-621-7194 Email: Sales@survtechsolutions.com Item 1.

Emoil: C

Trevor Wimberly Johnson, Laschober & Associates, P.C. 1296 Broad St, Augusta, GA 30901

# RE: Proposal for Services for City of Augusta Rocky Creek Stormwater Study located at Rocky Creek, Augusta, GA, 30909; Folio No.: N/A; Estimate No.: 240409; Project No.: N/A

Dear Trevor;

SurvTech Solutions, Inc. is pleased to submit the following information for your consideration in selecting a firm to perform the necessary services, as noted above. We feel that you will find SurvTech Solutions, Inc. is well qualified to accomplish all services set forth in the request for proposal. Our outstanding staff of professional, technical, and support personnel has extensive and varied qualifications.

The lump-sum cost for the project will be **contingent upon option selected on page two (2) of this proposal**, with an estimated time frame contingent upon option selected from notice to proceed. Please see attached scope of work for a detailed breakdown of costs and services. If a quicker schedule is needed, please contact us, and we will try to accommodate your schedule.

If this proposal is acceptable, please sign the attached contract and send it to SurvTech Solutions via fax, email, or U.S. Mail. SurvTech <u>cannot</u> start said project without having a signed contract in place. If your firm wishes to use its own in-house contract or purchase order, then please forward them to SurvTech for review and signatures. SurvTech Solutions, Inc. appreciates this opportunity to submit this proposal for services. We look forward to serving Johnson, Laschober & Associates, P.C. on this project.

Respectfully submitted, SurvTech Solutions, Inc. Florida Licensed Business No. 7340

Matthew Brooks, PSM, LS, PLS V.P. of Contracts Management



PROPOSAL 240409					
Option A Scope of Services					
OPTION A SELECTED: YES NO		Timeframe			
Option A - Topographic Survey of Requested Stormwater and Sanitary Infrastructure and Wetlands Survey (Regency Mall Area of Interest)	\$81,050.00	60 days from NTP			
See Scope of Services Below					
Option A - Topographic Survey of Requested Stormwater and Sanitary Infrastructure and Wetlands Survey (Rosedale Dam Area of Interest)	\$46,030.00	45 days from NTP			
See Scope of Services Below					
Option A - Aerial Topographic Survey Utilizing LiDAR from UAV	\$14,700.00	30 days			
See Scope of Services Below		from NTP			
TOTAL OPTION A:	\$141,780.00	+ 15% JLA I			
OPTION B Scope of Services					
Option B - Topographic and Wetland Survey - Regency Mall Area of Interest	\$137,575.00	90 days from NTP			
See Scope of Services Below					
Option B - Topographic and Wetland Survey - Rosedale Dam Area of Interest	\$73,925.00	60 days from NTP			
See Scope of Services Below					

# Scope of Services – OPTION A

# **Standards of Practice:**

1. All Surveying and Mapping will be performed per "The Georgia Standards of Practice for Surveying and Mapping" and signed and sealed by a Georgia Licensed Surveyor and Mapper.

# **Geodesy & Datums**

1. Survey project data will be on the following coordinate system(s) and datum(s):

Horizontal datum (x, y; easting, northing)



SPC NAD1983, Georgia East zone state plane coordinates

# Vertical datum (z; elevation)

- NAVD 1988 benchmark (North American Vertical Datum of 1988)
- 2. Units for the project shall be:
- U.S. Survey Feet

# **Topographic Survey (Survey Requested Stormwater and Sanitary Infrastructure)**

- 1. The followings items shall be shown accurately on the survey:
  - a. All existing visible sanitary and stormwater drainage structures, including rim and invert elevations, pipe sizes, and types of all above and below grade structures.
- SurvTech is NOT preparing a digital terrain model (DTM) as part of this portion of the scope of services. Elevations on hard surfaces, such as asphalt, concrete, or brick will be depicted to the nearest 0.01 feet. Elevations on natural surfaces will be depicted to the nearest 0.10 feet.
- 3. SurvTech will establish a minimum of two (2) benchmarks on site.
- 4. This proposal does NOT include hydrographic surveying of any onsite water bodies, including but not limited to any retention ponds, natural ponds, lakes, streams, creeks, rivers, or other natural or artificial water ways.

# Wetland Lines Located

- 1. SurvTech will locate all wetland flags and accurately map them on the survey. **Sketch of** wetland points and the number series must be supplied to SurvTech by the client.
- 2. Wetland points will be tied to the state plane coordinate zone as listed above and the subject property line only if SurvTech has been contracted to perform a boundary survey.
- 3. Acreage of all Wetland areas, total wetland area, and the total upland area will be listed on the survey.
- 4. Location and elevation of highwater marks are NOT included in this proposal.

#### Aerial Topographic Survey (Survey approximating the contour of the land)

- 1. All Topography will be produced per the "ASPRS Positional Accuracy Standards for Digital Geospatial Data".
- 2. Contour interval will be 1-foot..
- 3. Contour information will not be displayed in areas heavily vegetated or obscured by vertical obstructions.
- 4. SurvTech will provide selection of checkpoints and ground control points.



Phone: 813-621-4929 Fax: 813-621-7194 Email: Sales@survtechsolutions.com

5. SurvTech will delineate major topographic features, such as vegetation (tree) lines and edge of water for ponds and lakes. Planimetric mapping, such as pavement, buildings, fences are NOT included in this proposal, unless specifically listed below.

# **Survey Deliverables**

- 1. The following deliverables are included in this proposal:
- Survey drawing at a standard scale on a standard size title block, unless specifically requested otherwise by client.
- Final drawings shall be submitted as full-size copies, certified, and sealed, dated, and signed by a Georgia Professional Surveyor and Mapper.
- Final survey shall be made available to client in electronic format, AutoCAD (.dwg format), and Adobe PDF format. File will be sent by email unless the client specifically requests a CD of the drawing file.
- Digital Terrain Model (DTM) in .XML file format from Aerial Topographic Survey

# Additional Non-Typical Items, Exceptions, and Conditions

- 1. Please reference attached aerial imagery for approximate project location and site limits.
- 2. Hydrographic survey data is NOT included in this proposal. Survey limits around water bodies will stop at the water's edge. Surveyor will collect the surface water elevation on the date of survey.
- 3. Surveying of any on site clean outs and or residential utility service lines within the project limits are NOT included in this proposal.
- 4. SurvTech is NOT performing a boundary survey as part of this proposal.
- 5. SurvTech is NOT locating any trees as part of this proposal.

# Scope of Services – OPTION B

# **Standards of Practice:**

1. All Surveying and Mapping will be performed per "The Georgia Standards of Practice for Surveying and Mapping" and signed and sealed by a Georgia Licensed Surveyor and Mapper.

# **Geodesy & Datums**

1. Survey project data will be on the following coordinate system(s) and datum(s):

Horizontal datum (x, y; easting, northing)

SPC NAD1983, Georgia East zone state plane coordinates

# Vertical datum (z; elevation)



- NAVD 1988 benchmark (North American Vertical Datum of 1988)
- 2. Units for the project shall be:
- U.S. Survey Feet

# Topographic Survey (Survey approximating the contour of the land)

- 1. The followings items shall be shown accurately on the survey:
  - b. Surveyor will accurately locate the relief of the subject property, including all ditches, swales, berms, ridges, and other break lines.
  - c. All buildings and structures, including finish floor elevations of all structures.
  - d. Curbing, sidewalks, drives, pavement, adjacent streets and/or highways, utility poles, overhead lines, fences, transformers, cleanouts, valves, and meters.
  - e. All existing visible utility and drainage features, including rim and invert elevations, pipe sizes, and types of all above and below grade structures.
- 2. SurvTech will take enough shots to accurately create a digital terrain model (DTM). SurvTech will take elevation shots on a 50 foot grid along with locating all break lines. Elevations on hard surfaces, such as asphalt, concrete, or brick will be depicted to the nearest 0.01 feet. Elevations on natural surfaces will be depicted to the nearest 0.10 feet.
- 3. SurvTech will establish a minimum of two (2) benchmarks on site.
- 4. This proposal does NOT include a tree survey unless such services are listed hereon.
- 5. This proposal does NOT include hydrographic surveying of any onsite water bodies, including but not limited to any retention ponds, natural ponds, lakes, streams, creeks, rivers, or other natural or artificial water ways.
- 6. SurvTech is NOT collecting any topography within any onsite delineated and or apparent and obvious wetlands.

# Wetland Lines Located

- 1. SurvTech will locate all wetland flags and accurately map them on the survey. Sketch of wetland points and the number series must be supplied to SurvTech by the client.
- 2. Wetland points will be tied to the state plane coordinate zone as listed above and the subject property line only if SurvTech has been contracted to perform a boundary survey.
- 3. Acreage of all Wetland areas, total wetland area, and the total upland area will be listed on the survey.
- 4. Location and elevation of highwater marks are NOT included in this proposal.

#### **Survey Deliverables**

- 1. The following deliverables are included in this proposal:
- Survey drawing at a standard scale on a standard size title block, unless specifically requested otherwise by client.



Item 1.

- Final drawings shall be submitted as full-size copies, certified, and sealed, dated, and signed by a Georgia Professional Surveyor and Mapper.
- Final survey shall be made available to client in electronic format, AutoCAD (.dwg format), and Adobe PDF format. File will be sent by email unless the client specifically requests a CD of the drawing file.

# Additional Non-Typical Items, Exceptions, and Conditions

- 1. Please reference attached aerial imagery for approximate project location and site limits.
- 2. Hydrographic survey data is NOT included in this proposal. Survey limits around water bodies will stop at the water's edge. Surveyor will collect the surface water elevation on the date of survey.
- 3. Surveying of any on site clean outs and or residential utility service lines within the project limits are NOT included in this proposal.
- 4. SurvTech is NOT performing a boundary survey as part of this proposal.
- 5. SurvTech is NOT locating any trees as part of this proposal.

# Site Figures:



Figure 1.1 – Regency Mall Area of Interest



SurvTech Solutions, Inc. 10220 U.S. Highway 92 East Tampa, Florida 33610 Web: <u>www.survtechsolutions.com</u>

Phone: 813-621-4929 Fax: 813-621-7194 Email: Sales@survtechsolutions.com



Figure 1.2 – Rosedale Dam Area of Interest



# Exhibit "A" SurvTech Solutions, Inc. Short Form Agreement General Terms of Agreement for Consulting (Surveying and Mapping) Services

- 1. Client hereby agrees to retain SurvTech Solutions, Inc. to perform professional land surveying services as described herein. This Agreement applies only to the specific project identified herein.
- 2. General Responsibility: SurvTech Solutions, Inc. agrees that we shall act as an independent contractor and shall perform the services provided for in this Agreement in accordance with the generally accepted standard of care of SurvTech Solutions, Inc.'s profession.
- 3. SurvTech Solutions, Inc. agrees to perform the services set forth in attached "Proposal of Services" ("services").
- 4. Payment: Client shall be invoiced upon completion of the project. . Client agrees to pay invoice(s) within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay SurvTech Solutions, Inc.'s cost of collection of all amounts due and unpaid after ninety (90) days, including court costs and reasonable attorney's fees. SurvTech Solutions, Inc. shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein SurvTech Solutions, Inc. waives any rights to a mechanics' lien, or any provision conditioning SurvTech Solutions, Inc.'s right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice where required, that SurvTech Solutions, Inc. shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of SurvTech Solutions, Inc. from any and all claims which Client may have whether in tort, contract or otherwise and whether known or unknown at the time.
- 5. Insurance: For any services provided under this Agreement, SurvTech Solutions, Inc. shall procure and maintain in effect insurance coverage in amounts not less than set forth below.
  - a. Workers' Compensation and Employers' Liability: Comply with the laws of the State of Florida.
  - b. General Liability: Comprehensive Liability Insurance for personal and bodily injury, including death and property damage in the amount of <u>\$1,000,000</u> combined single limit each occurrence and <u>\$2,000,000</u> in aggregate.
  - c. Professional Liability Insurance: SurvTech Solutions, Inc. shall provide Professional Liability Insurance in the amount of **\$2,000,000**.
  - d. Umbrella Liability Insurance: SurvTech Solutions, Inc. shall provide additional Liability Insurance in the amount of **<u>\$6,000,000</u>** for Auto Liability and General Liability.
  - e. Certificates: SurvTech Solutions, Inc. shall provide certificates of insurance upon request evidencing coverage required above. Each certificate shall provide that coverage afforded shall not be canceled nor ordered reduced by the SurvTech Solutions, Inc. except with at least thirty (30) days prior written notice to the Client. Should this occur, SurvTech Solutions, Inc. shall procure and furnish for Client prior to such effective date new certificates conforming to the above coverage requirement. SurvTech Solutions, Inc. shall not have the right to receive any payment under the Agreement until such certificates are received by Client.
- 6. Indemnification and Hold Harmless: Client agrees to defend, indemnify and save harmless SurvTech Solutions, Inc. from all claims, including negligence claims, suits, losses, personal injuries, death and property liability resulting from client's performance of the proposed work, whether such claims or



Phone: 813-621-4929 Fax: 813-621-7194 Email: Sales@survtechsolutions.com

damages are caused in whole or in part by client, and agrees to reimburse SurvTech Solutions, Inc. for expenses in connection with any such claims or suits, including reasonable attorney's fees.

- Termination: Client may terminate this Agreement with SurvTech Solutions, Inc. upon written notice if SurvTech Solutions, Inc. breaches his obligations under this Agreement or for any other cause. Client shall compensate SurvTech Solutions, Inc. for performance of services through the period of notice.
- 8. SurvTech Solutions, Inc. and client mutually waive claims for consequential and incidental damages arising out of or relating to this agreement.
- 9. Attorney Fees: Should suit be filed to enforce or for the breach of the term of this Agreement, the prevailing party shall be entitled to the award of reasonable attorney's fees.
- 10. Governing Law: This Agreement shall be governed by the Laws of the State of Florida.
- 11. Severability: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall remain in full force and effect and are binding on SurvTech Solutions, Inc. and Client.





Phone: 813-621-4929 Fax: 813-621-7194 Email: Sales@survtechsolutions.com

#### CLIENT AND SURVTECH SOLUTIONS, INC. PROFESSIONAL SERVICES AGREEMENT - (SHORT FORM)

This agreement is made and entered into and made effective Wednesday, March 13, 2024, by and between:

# SurvTech Solutions, Inc.

Name: Matthew Brooks Address: 10220 U.S. Highway 92 East Address cont: Tampa, Florida 33610 Phone: 813-621-4929 Fax: 813-621-7194 Project No.: **N/A** 

# Client: Johnson, Laschober & Associates, P.C.

Name: Trevor Wimberly Address: 1296 Broad St Address cont: Address cont: Augusta, GA 30901 Phone: +17067245756 Email: twimberly@thejlagroup.com Estimate No.: **240409** 

The property upon which the services hereinafter described are to be performed is located at **Rocky Creek**, **Augusta**, **GA**, **30909**; Property Appraiser Parcel No.: **N/A** ("the property")

Services: Surveying and mapping services as described in "Scope of Services" as attached herein.

Fee & Time frame: Payment for the hereinabove described services will be **contingent upon option selected on page two (2) of this proposal**. Estimated time frame is <u>contingent upon option selected on page two</u> (2) of this proposal. All government fees or miscellaneous expenses will be incurred by the Client. SurvTech will notify the client of any such fees or expenses prior to the expenses being incurred.

12. By execution of this agreement Client accepts the terms hereof, acknowledges receipt of a copy hereof, including all exhibits, and authorizes Consultant to proceed with the work. In the event Client is not the owner of the property. Client represents that Client has obtained permission from said owner for Consultant to proceed.

IN WITNESS THEREOF, the parties hereby execute this agreement upon the terms and conditions stated above and on the date first above written.

CONSULTANT: SurvTech Solutions, Inc.

CLIENT: Johnson, Laschober & Associates, P.C.

Ву:	Ву:
Name:	Name:
Title:	Title:
Date:	Date:

# AUGUSTA-RICHMOND COUNTY ENGINEERING DEPARTMENT SUPPLEMENTAL AGREEMENT

Augusta Richmond County Project Number(s):	324-04-1110-52.12115
Supplemental Agreement Number:	1
Purchase Order Number:	23LFL222

WHEREAS, We, Johnson, Laschober & Associates entered into a contract with Augusta-Richmond County on June 13, 2019, for Services for Streambank Stabilization Design, Permitting and Construction Engineering Services for Rocky Creek Improvements, File Reference No. 23-014 (A), and

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

# Streambank Stabilization Design, Permitting and Construction Engineering Services for Rocky Creek Improvements

It is agreed that as a result of the above described modification the contract amount is increased by **<u>\$163,047.00</u>** from **<u>\$163,665.00</u>** to a new total of **<u>\$326,712.00</u>**.

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

**NOW, THEREFORE**, We, **Johnson, Laschober & Associates** hereby agree to said Supplemental Agreement consisting of the above-mentioned items and prices, and agree that this Supplemental Agreement is hereby made a part of the original contract to be performed under the specifications thereof, and that the original contract is in full force and effect, except insofar as it might be modified by this Supplemental Agreement.

This \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2024.

# **RECOMMEND FOR APPROVAL:**

CITY OF AUGUSTA-RICHMOND COUNTY AUGUSTA, GEORGIA Johnson, Laschober & Associates

Mayor Garnett L. Johnson

Approved: Date \_\_\_\_\_

ATTEST:

Approved: Date \_\_\_\_\_\_ [ATTACHED CORPORATE SEAL] ATTEST:

Title:\_\_\_\_\_

Title:\_\_\_\_\_



**Committee Meeting** 

Meeting Date: May 28, 2024

Barton Chapel @ SR10/US 78 (Gordon Hwy) Intersection Improvements

PI # 0012868

Construction Material Inspection and Testing, Construction Monitoring and Quality Assurance/ Quality Control, and Geotechnical Services-RFP 19-179

	File Reference: 24-014(A)					
Department:	Engineering & Environmental Services					
Presenter:	Dr. Hameed Malik, Director					
Caption:	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 \$271,200.00 for Barton Chapel @SR10/US78 (Gordon Hwy) Intersection Improvements Project. MC2 assigned to Barton Chapel Improvements construction. AE/RFP 19-179					
<b>Background:</b> The Project is one of three traffic flow operational efficiency of variation intersections and listed in the Augusta Metropolitan Planning Organ (MPO) TIP. Project cost is partially paid by FHAW federal funds as sharing project. The purpose of this project is gaining operation efficiency of the intersections to allow for left turn lane. Project construction.						
Analysis:	On February 6, 2024 Augusta Commission awarded Barton Chapel Road Intersection Improvements contract to Reeves Construction. Field and Laboratory Testing for Soil and Construction Material, and Geotechnical Inspection and Investigation Services are integral parts of construction activities to ensure improvements quality control and quality assurance (QA/QC), and construction per design. QA/QC is essential to ensure Federal FHWA funds utilization requirements compliance. MC2 is GDOT prequalified for requested services and is under contract for such services (CMT_Geotech Services ) under RFP 19-179, that Augusta Commission awarded in August 2019.					
Financial Impact:	Funds are available in Engineering SPLOST8-Traffic Safety Improvements Funds.					

Alternatives:	1. Do not approve and find alternative way to provide required CMT_Geotech, Construction & QA/QC Services and meet GDOT/FWHA requirements.
<b>Recommendation:</b>	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 \$271,200.00 for Barton Chapel @SR10/US78 (Gordon Hwy) Intersection Improvements Project. MC2 assigned to Barton Chapel Improvements construction. AE/RFP 19-179.
Funds are available in the following accounts:	(\$271,200) 330-041110-54.14110/222830909-54.14110 – SPLOST 8-Traffic Safety Improvements Funds
REVIEWED AND APPROVED BY:	HM/LA



April 16, 2024

Ms. June Hamal Augusta Engineering and Environmental Services Department 452 Walker Street, Suite 110, Augusta, GA 30901

Subject: Proposal for Construction Materials Testing & Special Inspection Services Barton Chapel Road Richmond County, Georgia MC<sup>2</sup> Proposal No. A032407.060\_C

Dear Ms. Hamal,

**MC Squared, LLC. (MC<sup>2</sup>)** is pleased to present this proposal for Construction Materials Testing & Special Inspection Services associated with the Barton Chapel Road Project in Richmond County, Georgia. This proposal outlines the services you requested and our budgetary estimate, per the information provided via e-mail dated March 2024. The project's finalized construction schedule and completed specifications were not provided to MC<sup>2</sup> during this proposal preparation. Therefore, this estimate is based on MC2's experience with similar projects. In addition, per the provided information, we assumed the total duration of MC<sup>2</sup> services during the construction would be 385 days. MC<sup>2</sup> can revise this estimate once the project construction schedule is available.

# **PROJECT AND SITE INFORMATION**

Our understanding of the project is based on reviewing the provided plans and information. The proposed project will consist of 0.208 miles of length of Barton Chapel Road with a small segment of Gordan Highway at the intersection. The following are the anticipated scopes of services.

# PROPOSED SERVICES

# **Construction Management**

- Review project drawings, specifications, and contract scope of work.
- Review contracts, schedules, and quality control/quality assurance plans.
- Manage pre-construction and progress meetings: Present agenda, scope, schedule, and conditions applicable to the project.
- Review submittals, RFI's, and communicate with project Stakeholders (Design/ Owner/Contractor) regarding approvals, feedback, and change orders promptly.
- Weekly meetings/conferences with the project stakeholders.
- Keep logs of open and corrected Items for follow-up with the contractor on a resolution to changes and/or corrective measures.

- Engage the owner for items that require a change in design and/or contract provisions.
- Review change orders and manage the approval process.
- Review monthly pay applications and resolve issues with the contractor before payment approval.
- Assist in project closeout by reviewing punch list items with contractors and finalizing documentation before project closeout and release of retainage.

# **Construction Materials Testing Services**

- Monitor and document the progress of work daily and schedule construction inspections as required by the project specifications.
- Subgrade evaluation of existing materials: proof-roll and/or bearing capacity evaluation.
- Geotechnical Engineer to provide evaluation and recommendations.
- Monitoring of over-excavation and quantification.
- Backfill monitoring and testing of structural fill.
- Backfill monitoring and testing of pipe backfill on storm drain lines, water lines, and site walls.
- Subgrade inspections of finished grades for pavements and sidewalks on both sides of the roadways.
- Concrete testing on the sidewalk on both sides of the roadways, curbs/gutters, and structures.
- GAB compaction testing and proof-roll testing.
- Asphalt testing.
- Laboratory testing
  - Soil Proctor tests.
  - GAB Proctor tests.

# FEE ESTIMATE

**MC**<sup>2</sup> will provide the above scope of services for an estimated fee of **\$271,200.00** on a time and materials basis.

Additional work required beyond the scope of services included in this proposal (e.g., additional analyses/testing or other factors beyond MC<sup>2</sup> control) will be invoiced on a time and expense basis and an estimate for efforts will be provided upon request. However, additional work will not be performed without your prior written authorization. Estimates for additional work will be provided upon request.

# AUTHORIZATION

To authorize us to perform these services, we ask that you indicate acceptance of this proposal by your signature in the space provided. Our work will be performed by the attached Standard Agreement Provisions, which should be considered an integral part of this proposal.

MC<sup>2</sup> appreciates being considered for this project and looks forward to working with you. Please do not hesitate to call us if you have any questions.

Sincerely, MC Squared, LLC.

Se

Prachauth Vaddu

Shaban Abousaud Project Manager Prashanth Vaddu, PE Regional VP

# Budgetary Fee Estimate: \$271,200.00 (Attachment A)

AUTHORIZED BY:	INVOICE TO:
Signature	Firm
Name	Address
Title	
Date	Attention

# Attachments:

- 1- Schedule of Services and Fees
- 2- Standard Agreement Provisions



#### **Construction Materials Testing and Special Inspections Barton Chapel Road** Augusta, GA MC<sup>2</sup> Proposal No. A032407.060\_C

DESCRIPTION OF SERVICES	QUANTITY X UNIT PRICE	COST (\$)	
ITEM 1 - Construction Materials Testing Services: - Attendance of weekly site meetings - Subgrade evaluations - Soil backfill monitoring - Soil backfill compaction testing - Bearing capacity evaluation - GAB testing - Nuclear gauge density testing - Asphalt temperature determination	4 hrs/day x 385 days x <b>\$63/hr</b>	\$ 97,020.00	
ITEM 2 - Staff Engineer & Professional Engineers: - Field Staff engineer for documentation of construction activities - Project Manager (Monthly Meetings 9 hrs, weekly report review)	4 hrs/day x 385 days x <b>\$86/hr</b> 2hrs/week x 55 weeks x \$ <b>120/hr</b>	\$ 159,680.00	
ITEM 3 - Laboratory Testing for Soil / Asphalt - Soil standard and modified proctors - Gradations - Atterberg limits - Asphalt Specific Gravity testing	LUMP SUM	\$ 2,500.00	
ITEM 4 - Laboratory Testing for Concrete Cylinders - Concrete cylinder pick-up and transportation to lab - Compressive strength testing	LUMP SUM	\$ 12,000.00	
	Estimate Maximum Fee:	\$ 271,200.00	

Notes: 1-Hourly rate includes direct expense costs (such as a vehicle, phone, per diem, lodging, etc). There will be no separate pay item for these and other incidental items.

2-Assigned work will be performed per the issued Task Order. Each Task Order will be contracted based on the specific scope of services for a respective project

3-Assigned Inspector must possess required GSWCC and other Certifications to perform required

4-Assigned staff shall include GA Licensed Professional Engineer

# STANDARD AGREEMENT PROVISIONS

#### **SECTION 1 - PERIOD OF PERFORMANCE**

1.1 The CONSULTANT will begin work within ten (10) days after receipt of a fully executed copy of this Agreement; such receipt shall constitute written notice to proceed.

1.2 If the services under this Agreement continue for a period of more than one (1) year from the notice to proceed, the CONSULTANT shall be entitled to negotiate the terms of this Agreement.

1.3 The CONSULTANT shall not be bound under this Agreement if modifications to the terms contained herein are made without the written consent of the CONSULTANT (such consent to be signified by the CONSULTANTS initials next to each modification, and if a fully executed copy hereof is not received from the CLIENT by the CONSULTANT on or before sixty (60) calendar days from the date of execution by the CONSULTANT.

1.4 CONSULTANT shall not be considered in default in performance of its obligation hereunder if performance of such obligations is prevented or delayed by acts of God or government, labor disputes, failure or delay of transportation or by subcontractors, or any other similar cause or causes beyond the reasonable control of CONSULTANT. Time of performance of CONSULTANT'S obligations hereunder shall be extended by the time period reasonably necessary to overcome the effects of such force majeure occurrences.

#### **SECTION 2 - METHOD OF PAYMENT AND INVOICING**

2.1 Invoices will be submitted by the CONSULTANT to the CLIENT monthly for services performed and expenses incurred pursuant to this Agreement during the prior month. Payment of such invoice will be due upon presentation. CONSULTANTS standard invoice format shall apply and such format shall be acceptable to CLIENT for payment, unless otherwise agreed to in writing hereunder. Invoices shall be submitted monthly based on a percentage completed for lump sum contracts. On a Time and Materials contract, invoices shall be submitted in accordance with our current professional service fee schedule.

2.2 In the event of any dispute concerning the accuracy of content of any invoice, the CLIENT shall within fifteen (15) days from the date of said invoice, notify CONSULTANTS in writing stating the exact nature and amount of the dispute. Any invoice which is not questioned within fifteen (15) shall be deemed due and payable. In the event an invoice or portion of an invoice is disputed within fifteen (15) days, the CLIENT shall be obligated to pay the undisputed portion of the invoice as set forth in Section 2.1.

2.3 If the client fails to make any payment due the CONSULTANT for services and expenses within sixty (60) days from the date of invoice, the CONSULTANT may, after giving seven (7) days written notice to the CLIENT, apply the retained to the unpaid balance of the account and/or suspend services under this Agreement until the account has been paid in full. There will be a fee charged for suspended work which will be negotiated when work is resumed.

2.4 In the event any invoice or any portion thereof remains unpaid for more than sixty (60) days following the invoice date, the CONSULTANT may, following seven (7) days prior written notice to the CLIENT, initiate legal proceedings to collect the same and recover, in additional to all amounts due and payable, including accrued interest, its reasonable attorney's fees and other expenses related to the proceeding. Such expenses shall include, but shall not be limited to, the cost, determined at the CONSULTANT'S normal hourly billing rates, of the time devoted to such proceeding by its employees, and CLIENT agrees to pay same. In the event of litigation, the parties agree that the law of Georgia shall prevail and that venue shall be in Cobb County.

#### **SECTION 3 - REIMBURSABLE EXPENSES**

3.1 CONSULTANT shall be reimbursed for out-of-pocket expenses directly chargeable to the project, at actual cost incurred, plus a 10% carrying charge. Typical reimbursable expenses include travel, lodging, meals when traveling on the CLIENT's behalf, identifiable communication expenses, all reproduction costs, and special accounting expenses not applicable to general overhead.

#### **SECTION 4 - ADDITIONAL SERVICES**

4.1 The undertaking by the CONSULTANT to perform professional services defined within this Agreement extends only to those services specifically described herein. If upon request of the CLIENT, the CONSULTANT agrees to perform additional services hereunder, the CLIENT shall be obligated to pay the CONSULTANT for the performance of such additional services an amount (in addition to all other amounts payable under this Agreement) based on an hourly fee in accordance with CONSULTANT's then current professional fee schedule, plus reimbursable expenses to incurred by the CONSULTANT, unless a lump sum addendum to Agreement is executed by the parties to this Agreement which addresses the additional services.

4.2 Additional services shall include revisions to work previously performed that are required because of a change in the data or criteria furnished to the CONSULTANT, or a change in the scope or concept of the project initiated by the CLIENT, or services that are required by changes in the requirements of public agencies, after work under this Agreement has commenced.

#### **SECTION 5 - RE-USE OF DOCUMENTS**

5.1 All original documents including, but not limited to, drawings, sketches, specifications, instructions, maps, as-built drawings, reports, test reports, etc., that result from the CONSULTANT's services pursuant to or under this Agreement remain the sole property of the CONSULTANT and are not intended or represented to be suitable for re-use by CLIENT or others.

5.2 The CLIENT may, at his expense, obtain a set of reproducible copies of any maps and/or drawings prepared for him by the CONSULTANT, in consideration of which the CLIENT agrees that no additions, deletions, changes or revisions shall be made to same without the express written consent of the CONSULTANT. Any re-use without written verification of adaptation by the CONSULTANT mandates that the CLIENT indemnify and hold the CONSULTANT harmless from all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting therefrom.

5.3 Photographs of any completed project embodying the services of the CONSULTANT provided hereunder may be made by the CONSULTANT and shall be considered as its property, and may be used for publication.

#### **SECTION 6 - TERMINATION**

6.1 This Agreement may be terminated by either party upon seven (7) days written notice in the event of the substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. For the purposes of this Agreement, the failure to pay any invoice submitted by CONSULTANT within sixty (60) days of the date of said invoice, shall be considered a substantial failure on behalf of the CLIENT. In the event of any termination, CONSULTANT shall be paid for all services rendered to the date of termination including all reimbursable expenses.

#### **SECTION 7 - CLIENT'S OBLIGATIONS**

7.1 The CLIENT shall provide CONSULTANT with all data, studies, surveys, plats, and all other pertinent information concerning the project.

7.2 The CLIENT shall designate a person to act with authority on CLIENT's behalf with respect to all aspects of the project.

7.3 The CLIENT shall be responsible for all processing fees or assessments required for the completion of the Project.

7.4 The CLIENT shall provide CONSULTANT access to the Project site at reasonable times upon reasonable notice.

#### **SECTION 8 - PERSONS BOUND BY AGREEMENT**

8.1 The persons bound by this Agreement are the CONSULTANT and the CLIENT and their respective partners, successors, heirs, executors, administrators, assigns, and other legal representatives.

8.2 This Agreement and any interest associated with this Agreement may not be assigned, sublet, or transferred by either party without the prior written consent of the other party, such consent not to be unreasonably withheld, Nothing contained herein shall be construed to prevent CONSULTANT from employing such independent consultants, associates, and subcontractors as CONSULTANT may deem appropriate to assist in the performance of the services hereunder.

8.3 Nothing herein shall be construed to give any rights or benefits arising from this Agreement to anyone other than CONSULTANT and CLIENT.

#### **SECTION 9 - LIABILITY**

9.1 The CONSULTANT is protected by Workman's Compensation Insurance, Professional Liability Insurance, and by Public Liability Insurance for bodily injury and property damage and will furnish certificates of insurance upon request. The CONSULTANT agrees to hold the CLIENT harmless from loss, damage, injury or liability arising directly from the negligent acts or omission of the CONSULTANT, its employees, agency, subcontractors and their employees or agents, but only to the extent that the same is actually covered and paid for under the foregoing policies of insurance. If the CLIENT requires increased insurance coverage, the CONSULTANT will, if specifically directed by the CLIENT, secure additional insurance, if obtained at the CLIENT's expense.

#### SECTION 10 - LIMITATION OF LIABILITY

10.1 CLIENT agrees that CONSULTANT's aggregate liability to CLIENT and all construction and professional contractors and subcontractors employed directly or indirectly by CLIENT on the Project, due to or arising from CONSULTANT's services under this agreement or because of the relation hereby of CONSULTANT, its agents, employees or subcontractors, or otherwise is and shall be limited to CONSULTANT's total fees under this Agreement, or Fifty Thousand Dollars (\$50,000.00) whichever is greater. In no event shall CONSULTANT be liable for any indirect, special, or consequential loss or damage arising out of services hereunder including, but not limited to, loss of use, loss of profit, or business interruption whether caused by the negligence of the CONSULTANT or otherwise.

10.2 EXCLUSION of Liability for Matters Relating to Pollution: CLIENT agrees that CONSULTANT shall have no liability to CLIENT, or to any person or entity employed directly or indirectly by CLIENT on the project for damages of any kind from services rendered by CONSULTANT relating to the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing of pollutants, whether caused by the negligence of CONSULTANT.

# SECTION 11 - EXPENSE OF LITIGATION

11.1 In the event litigation in any way related to the services performed hereunder is initiated against the CONSULTANT by the CLIENT, its contractor, or subcontractors, and such litigation concludes with the entry of a final judgement favorable to the CONSULTANT, the CLIENT shall reimburse the CONSULTANT for all of its reasonable attorney's fees and other expenses related to said litigation. Such expenses shall include, but not be limited to, the cost, determined at the CONSULTANT's normal hourly billing rates, of the time devoted to the defense of such litigation by the CONSULTANT's employees, including reasonable attorney's fees at both the trial and appellate levels.

#### SECTION 12 - PROFESSIONAL STANDARDS

12.1 All work performed by CONSULTANT will be in accordance with industry standards and in accordance with all applicable governmental regulations. However, CONSULTANT does not warrant or represent that any governmental approval will be obtained, only that CONSULTANT will exercise its best efforts to obtain all governmental approvals contemplated under this Agreement.

12.2 Unless the Scope of Services of this Agreement includes an investigation into the applicable land use, zoning, and platting requirements for the Project, CONSULTANT shall proceed on the assumption that the Project as presented by the CLIENT, is in accordance with all applicable governmental regulations.

# **SECTION 13 - OPINIONS OF COST**

13.1 Since the CONSULTANT has no control over the cost of labor, materials, equipment, or services furnished by others, or over methods of determining prices, or over competitive bidding, or market conditions, any and all opinions as to costs rendered hereunder, including, but not limited to, opinions as to the costs of construction and materials, shall be made on the basis of its experience and qualifications and represent its best judgement as an experienced and qualified CONSULTANT, familiar with the construction industry. The CONSULTANT cannot and does not guarantee that proposals, bids, or actual costs will not vary from opinions of probable cost. If, at any time, the CONSULTANT wishes greater assurances as to the amount of any cost, the CLIENT shall employ an independent cost estimator to make such determination. Engineering services required to bring costs within any limitation established by the CLIENT will be paid for as additional services hereunder by the CLIENT.

#### **SECTION 14 - GENERAL**

14.1 This agreement shall be governed, construed, and enforced in accordance with the laws of the State of Georgia.

14.2 No waiver by CONSULTANT of any default shall operate as a waiver of any other default or of the same default on a future occasion. No delay, course of dealing or omission on the part of CONSULTANT in exercising any right or remedy shall operate as a waiver thereof, and no single or partial exercise by CONSULTANT of any right or remedy shall preclude any other or further exercise of any right or remedy.

14.3 This Agreement, including all requests for additional services placed hereunder, expresses the entire understanding and agreement of the parties with reference to the subject matter hereof, and is a complete and exclusive statement of the terms of this Agreement, and no representations or agreements modifying or supplementing the terms of this Agreement shall be valid unless in writing, signed by persons authorized to sign agreements on behalf of both parties.



# **Committee Meeting**

Meeting Date: May 28, 2024

Transportation Improvement Program Projects Professional Services

Enhance the Operational Efficiency of Various Intersections

Project Numbers: PI 0012867

RFQ 17-127

File Reference: 24-014 (A)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve Supplemental funding (SA#4) for continuity of Engineering Phase of Design Engineering Consultant Agreement to Hussey Gay Bell and DeYoung (HGB) in the amount of \$19,350.00 for Augusta Engineering Transportation Improvement Program (TIP) Operational Efficiency of Various Intersections Project.AE/RFQ 17-127
<b>Background:</b>	<ul> <li>The Project is traffic flow operational efficiency of various intersections and listed in the Augusta Metropolitan Planning Organization (MPO) TIP.</li> <li>Project funding is federal funded cost sharing project. The purpose of this project is gaining operation efficiency by widening of the intersections to allow for left turn lane &amp; other improvements. The project consists of Barton Chapel Road @ Gordon Hwy, Robert C Daniel @ Wheeler, and Wheeler Road I-20 to Augusta West Parkway Corridor. Barton Chapel and R C Daniel improvements are ready for construction, however, Wheeler road let date has been shifted to May 2024 due to duration of right of way (ROW) acquisition. It resulted in additional services to be provided by the HGB for continuous support to align with the project's duration till letting.</li> </ul>
Analysis:	Completion of ROW acquisition by TIP approved date was critical to certify ROW phase and getting project in construction as scheduled and keeping allocated federal funds. Requested supplementing funds covers cost of additional service needed during extended ROW acquisition date. Continuity of HGB services for the project's duration is critical to meet project let schedule as communicated to GDOT and FHWA and stay in compliance with applicable federal requirements.
Financial Impact:	Funds in the amount of \$19,350.00 are available in Engineering SPLOST 8 - Traffic Safety Improvements.
Alternatives:	Do not approve and identify local funds to complete the project.

Recommendation:	Approve Supplemental funding (SA#4) for continuity of Engineering Phase of Design Engineering Consultant Agreement to Hussey Gay Bell and DeYoung (HGB) in the amount of \$19,350.00 for Augusta Engineering Transportation Improvement Program (TIP) Operational Efficiency of Various Intersections Project.AE/RFQ 17-127
Funds are available in the following accounts:	
<u>REVIEWED AND</u> APPROVED BY:	HM/LA

# **HUSSEY GAY BELL**

- Established 1958 -

August 15, 2023 (revised 5/1/2024)

Mrs. Tevia Brown Project Engineer Augusta Engineering Department 452 Walker Street, Suite 110 Augusta, Georgia 30901

#### VIA E-mail

RE: Additional Services Fee Request 17-014 Augusta Intersections (PI 0012867)

Mrs. Brown:

This letter is a request for additional fees associated with the Augusta Intersections projects. PI 0012867's Project Let Date has been shifted from May 2023 to May 2024 due to the duration of the right-of-way (ROW) acquisition. The anticipated completion date of ROW Acquisition is February 2024.

HGB scoped project management services to extend to May 2023, the initial Let Date. With the additional ROW Acquisition scope's duration associated with the May 2024 Let Date, the project management scope needs to be extended to coincide with the project's duration.

Below is a summary of the additional fees requested for PI 0012867. See attached document for a breakdown of the below fees.

Scope	Fee				
Additional Project Management Duration	\$19,350.00				
	TOTAL ADDITIONAL FEE:	\$19,350.00			

You can contact me with any questions or concerns at cparker@husseygaybell.com or at 770-923-1600.

Sincerely,

Clint V. Parker, PE, PMP Project Manager Hussey Gay Bell

Cc:

Dr. Hameed Malik, Phd, P.E., Augusta Engineering Department John Ussery, P.E., Augusta Engineering Department C.J. Chance, P.E., Augusta Engineering Department

3100 Breckinridge Boulevard, Building 300 • Duluth, Georgia 30096 • 770.923.1600 • husseygaybell.com

#### Item 3.

FCCM @

#### Augusta Engineering Department COST PROPOSAL Proj. No.: Project: Wheeler Road Corridor Improvements PI No.: 0012867 County: Richmond Master Contract: 17-014 Prime: Hussey Gay Bell & DeYoung Contract Type: Lump Sum Contract Expiration: N/A Date: 1-May-2024 v Select Firm from Pulldown, Uses List on Project Tab Fixed Fee %: Task Order No: N/A Hussey Gay Bell & DeYoung It is the Consultant's responsibility to ensure all hours and costs are accounted for in the TOTALS Discipline: Project Management Hours & Cost Estimate Total Other Total Labor Indirect Costs Direct Labor Total Hours Total Cost Direct Costs Fixed Fee @ Cost Cost (Overhead) @ Assumptions / Notes Phase Description TOTALS ==> 90 \$ 19,350.00 \$ 19,350.00 19,350.00 \$ Concept Development Database Preparation \$ \$ Environmental Document \$ \$ Preliminary Plans Right of Way Plans 50 10,750.00 10,750.00 10,750.00 Final Plans 40 8,600.00 \$ 8,600.00 8,600.00 Construction Services

Special Studies Public Involvement

#### Augusta Engineering Department

-	a Engineering Department										
COST	PROPOSAL										
	Proj. No.:				Project: Wheeler Road Corridor Improvements						
	: 0012867					Richmond			Master Contract		
	: Hussey Gay Bell & DeYoung				Contract Type:	Lump Sum		Cor	ntract Expiration		
Date	: 1-May-2024	V Select Firm from Pulldown, Use	s List on Projec	t Tab	Fixed Fee %:				Task Order No	): <b>N/A</b>	
	Hussey Gay Bell & DeYoung						It is the Consultant's responsibility to ensure all hours and costs are accounted for in the TOTALS				
	Project Management			Hours & Co	ost Estimate	)	hours and costs a	re accounted for in	the TOTALS		
Phase	Level Summary - Labor			v Enter Employees	s Current Direct Lab	or Hourly Rate EXC	CLUDING ESCALATI	ON			
< <click b<="" th=""><th>UTTON TO LEFT SHOW OR HIDE PHASE SUMMAR</th><th>Y</th><th></th><th>Staff Type / Proje</th><th>ect Hourly Rates /</th><th>Hours</th><th></th><th></th><th></th><th></th><th></th></click>	UTTON TO LEFT SHOW OR HIDE PHASE SUMMAR	Y		Staff Type / Proje	ect Hourly Rates /	Hours					
				Project							
			Total	Manager - Sr.	Administrative						
Phase	Description			\$215.00	\$85.00						
	TOTALS ==	>	90	90	-	-	-	-			
1	Concept Development		-	-	-	-	-	-	-		
2	Database Preparation		-	-	-	-	-	-	-		
3	Environmental Document		-	-	-	-	-	-	-		
4	Preliminary Plans		-	-	-	-	-	-	-		
5	Right of Way Plans		50	50	-	-	-	-	-		
6	Final Plans		40	40	-	-	-	-			
7	Construction Services		-			-	-	-			
8	Special Studies		-	-	-	-	-	-			
9	Public Involvement		-	-	-	-	-	-			

#### Phase Level Summary - Other Direct Costs

				Other Direct Cos	ts						
Phase	Description	Total ( Direct		Express/Mail /Courier	Lodging	Meals	Mileage	Parking	Reproduction /Printing	Car Rental	
	TOTALS ==>	\$	-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$ -
1	Concept Development	\$	-								
2	Database Preparation	\$	-								
3	Environmental Document	\$	-								
4	Preliminary Plans	\$	-								
5	Right of Way Plans	\$	-								
6	Final Plans	\$	-								
7	Construction Services	\$	-								
8	Special Studies	\$	-								
9	Public Involvement	\$	-								

# Augusta Engineering Department COST PROPOSAL

Proj. No.:			Project: Wheeler Road Corridor Improvements								
PI No.:	0012867				County:	Richmond		r	Aaster Contract:	17-014	
Prime	Hussey Gay Bell & DeYoung				Contract Type:	Lump Sum		Cor	tract Expiration:	N/A	
Date	1-May-2024	v Select Firm from Pulldown, Use	es List on Projec	ct Tab	Fixed Fee %:				Task Order No:	N/A	
	Hussey Gay Bell & DeYoung			]			It is the Consulta	nt's responsibility to	ensure all		
Discipline	Project Management			Hours & Co	ost Estimate	e		re accounted for in			
			Total Hours	Project Manager - Sr.	Administrative	-	-	-	-	-	
5	Right of Way Plans	Assumptions / Notes	50	50	-	-	-	-	-	-	
	Project Management - Coordination Meetings	2 hours per meeting (5 meetings over 10 months)	10	10							
	Project Management - Schedule Management/Updates	1 hour per month over 10 months	10	10							
	Project Administration (Contracting, Invoicing, etc.)	CHB invoicing/parcel tracking (1 hr/mo over 10 mos)	10	10							
	Review Acquisition RFI's and make plan updates	2 RFI/Updates per month	20	20							
			-								
-			-								
			- Total Hours	Project Manager - Sr.	Administrative	-	-			-	
6	Final Plans	Assumptions / Notes	40	40	-	-	-	-	-	-	
	Project Management - Coordination Meetings	2 hours per meeting over 10 mos (10 mtgs)	20	20							
	Project Management - Schedule Management/Updates	10 additional months	10	10							
	Project Administration (Contracting, Invoicing, etc.)	10 additional months	10	10							

# AUGUSTA, GEORGIA ENGINEERING DEPARTMENT SUPPLEMENTAL AGREEMENT

Augusta Richmond County Project Number(s):	330-041110- 222830909
Supplemental Agreement Number:	4
Purchase Order Number:	P350536; PI#0012867

WHEREAS, We, **Hussey Gay Bell & DeYoung**, entered into a contract with Augusta, Georgia on 10/17/2017, for Engineering Design Services for the **Enhanced Operational Efficiency of Various Intersections Project**, and

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

# Engineering additional services and ROW-- to extend PE phase

It is agreed that as a result of the above described modification the contract amount is increased by **\$19,350.00** from **\$1,656,976.46** to a new total of **\$1,676,326.46**.

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

NOW, THEREFORE, We, **Hussey Gay Bell & DeYoung**, hereby agree to said Supplemental Agreement consisting of the above mentioned items and prices, and agree that this Supplemental Agreement is hereby made a part of the original contract to be performed under the specifications thereof, and that the original contract is in full force and effect, except insofar as it might be modified by this Supplemental Agreement.

This	day of	, 2024.

**RECOMMEND FOR APPROVAL:** 

CITY OF AUGUSTA, GEORGIA

ATTEST:

HUSSEY GAY BELL & DEYOUNG

Honorable Garnett Johnson, Mayor

Approved: Date \_\_\_\_\_

Approved: Date \_\_\_\_\_\_ [ATTACHED CORPORATE SEAL]

ATTEST:

Title: \_\_\_\_\_



# **Committee Meeting**

Meeting Date: May 28, 2024

Cooperative Service Agreement between Augusta, Georgia and

United States Dept. of Agriculture Animal and Plant Health Inspection

Services (APHIS) Wildlife Services (WS)

File Reference: 24 - 014(A)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve Augusta Engineering entering into Revised Cooperative Services and Funding Agreement (Agreement) with United States Department of Agriculture (USDA) Animal and Plant Health Inspection Services (APHIS) Wild Life Services (WS) for assisting Augusta Engineering Managing Beavers within Augusta, Georgia Service Area. Also approve the Agreement annual mutual continuation. /AE
Background:	Beaver and their associated damages have been reported to cause an estimated damage of \$200 million in the southern United States on an annual basis. Although accurate estimates are difficult to obtain in Georgia, the losses can probably be measured in the millions. Much is this damage is associated with impacting stream flow with building of dams and plugging culverts or creaks that prevent natural flow of water, damage to trees, creek bank destabilization and flooding. Augusta is experiencing Beavers created similar issues. USDA WLS has needed resources and technical know-how & skills managing Beavers, partnering with USDA WLS is a cost effective approach. Also, USDA WLS is a federal entity and cost is a pass through direct cost for rendered services. On June 6, 2023 Augusta Commission authorized Augusta Engineering (AE) & United States Department of Agriculture (USDA) Animal and Plant Health Inspection Services (APHIS) Wildlife Services (USDA WLS) Agreement for assisting AE in reducing Beaver damage and related flooding issues.
Analysis:	Under the 2023 agreement, Beavers management initial efforts revealed that at least for initial few years assigning the equivalent of one full time person needed for establishing an effective and successful Beaver Management program. To accomplish this, USDA has to revise its 2023 agreement with Augusta, Georgia, and accordingly will allocate additional resources. The management plan involves the reduction of site-specific beaver population in Augusta area, using a variety of control techniques, to a point where associated problems reach acceptable limits.

Financial Impact: Alternatives: Recommendation:	Item 4. \$80,000 per year. Funds available in Stormwater Utility Funds 1). Do not approve and abundant the area beaver management efforts. Approve Augusta Engineering entering into Revised Cooperative Services and Funding Agreement (Agreement) with United States Department of Agriculture (USDA) Animal and Plant Health Inspection Services (APHIS) Wild Life Services (WS) for assisting Augusta Engineering Managing Beavers within Augusta, Georgia Service Area. Also approve the Agreement annual mutual continuation. /AE
Funds are available in the following accounts:	(\$80,000/yr) 581044320-52.11120 - Stormwater Utility Funds
<u>REVIEWED AND</u> <u>APPROVED BY:</u>	HM/LA

WS Agreement Number:	
WBS:	

-RA Item 4.

[optional] Cooperator PO: \_\_\_\_\_

# COOPERATIVE SERVICE AGREEMENT between City of Augusta and UNITED STATES DEPARTMENT OF AGRICULTURE ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS) WILDLIFE SERVICES (WS)

# **ARTICLE 1 – PURPOSE**

The purpose of this Cooperative Service Agreement is to cooperate in the implementation of a beaver management plan to control and reduce damage created by beaver activity at sites identified by the City of Augusta in Richmond County, Georgia. In addition to the beaver management program, other wildlife problems that may exist can be addressed to help resolve conflicts.

# **ARTICLE 2 – AUTHORITY**

APHIS-WS has statutory authority under the Acts of March 2, 1931, 46 Stat. 1468-69, 7 U.S.C. \$\$ 8351-8352, as amended, and December 22, 1987, Public Law No. 100-202, \$ 101(k), 101 Stat. 1329-331, 7 U.S.C. \$ 8353, to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

# **ARTICLE 3 - MUTUAL RESPONSIBILITIES**

The cooperating parties mutually understand and agree to/that:

- 1. APHIS-WS shall perform services set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this agreement, to amend, modify, add or delete services from the Work Plan.
- 2. The Cooperator certifies that APHIS-WS has advised the Cooperator there may be private sector service providers available to provide wildlife damage management (WDM) services that the Cooperator is seeking from APHIS-WS.
- 3. There will be no equipment with a procurement price of \$5,000 or more per unit purchased directly with funds from the cooperator for use on this project. All other equipment purchased for the program is and will remain the property of APHIS-WS.

4. The cooperating parties agree to coordinate with each other before responding to media requests on work associated with this project.

# **ARTICLE 4 - COOPERATOR RESPONSIBILITIES**

Cooperator agrees:

1. To designate the following: Charlie Gay as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement;

City of Augusta Charlie Gay 2316 Tobacco Rd. Augusta, GA 30815 706-799-3124 CGay@augustaga.gov

- To authorize APHIS-WS to conduct direct control activities as defined in the Work Plan. APHIS-WS will be considered an invitee on the lands controlled by the Cooperator. Cooperator will be required to exercise reasonable care to warn APHIS-WS as to dangerous conditions or activities in the project areas.
- 3. To reimburse APHIS-WS for costs, not to exceed the annually approved amount specified in the Financial Plan. If costs are projected to exceed the amount reflected in the Financial Plan, the agreement with amended Work Plan and Financial Plan shall be formally revised and signed by both parties before services resulting in additional costs are performed. The Cooperator agrees to pay all costs of services submitted via an invoice from APHIS-WS within 30 days of the date of the submitted invoice(s). Late payments are subject to interest, penalties, and administrative charges and costs as set forth under the Debt Collection Improvement Act of 1996.
- 4. To provide a Tax Identification Number or Social Security Number in compliance with the Debt Collection Improvement Act of 1996.
- 5. As a condition of this agreement, the Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
- 6. To notify APHIS-WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.
- 7. The Cooperator acknowledges that APHIS-WS shall be responsible for administration of APHIS-WS activities and supervision of APHIS-WS personnel.

#### **ARTICLE 5 – APHIS-WS RESPONSIBILITIES**

#### **APHIS-WS** Agrees:

1. To designate the following as the APHIS-WS authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement.

Odin Stephens, Georgia State Director USDA, APHIS, WS 200 Phoenix Road Athens, Georgia 30605 706-546-5637 odin.l.stephens@usda.gov

- 2. To conduct activities at sites designated by Cooperator as described in the Work and Financial Plans. APHIS-WS will provide qualified personnel and other resources necessary to implement the approved WDM activities delineated in the Work Plan and Financial Plan of this agreement.
- 3. That the performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.
- 4. To invoice Cooperator quarterly for actual costs incurred by APHIS-WS during the performance of services agreed upon and specified in the Work Plan. Authorized auditing representatives of the Cooperator shall be accorded reasonable opportunity to inspect the accounts and records of APHIS-WS pertaining to such claims for reimbursement to the extent permitted by Federal law and regulations.

### **ARTICLE 6 – CONTINGENCY STATEMENT**

This agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS-WS upon failure of Congress to so appropriate. This agreement may also be reduced or terminated if Congress only provides APHIS-WS funds for a finite period under a Continuing Resolution.

### **ARTICLE 7 – NON-EXCLUSIVE SERVICE CLAUSE**

Nothing in this agreement shall prevent APHIS-WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.

### **ARTICLE 8 – CONGRESSIONAL RESTRICTIONS**

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this agreement or to any benefit to arise therefrom.

### **ARTICLE 9 – LAWS AND REGULATIONS**

This agreement is not a procurement contract (31 U.S.C. 6303), nor is it considered a grant (31 U.S.C. 6304). In this agreement, APHIS-WS provides goods or services on a cost recovery basis to nonfederal recipients, in accordance with all applicable laws, regulations and policies.

### **ARTICLE 10 – LIABILITY**

APHIS-WS assumes no liability for any actions or activities conducted under this agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

#### **ARTICLE 11 – NON-DISCRIMINATION CLAUSE**

The United States Department of Agriculture prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. Not all prohibited bases apply to all programs.

#### **ARTICLE 12 - DURATION, REVISIONS, EXTENSIONS, AND TERMINATIONS**

This agreement shall become effective on July 1, 2024 and shall continue through August 31, 2025. This Cooperative Service Agreement may be amended by mutual agreement of the parties in writing. The Cooperator must submit a written request to extend the end date at least 10 days prior to expiration of the agreement. Also, this agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 120 days prior to effecting such action. Further, in the event the Cooperator does not provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a Taxpayer Identification Number for individuals or businesses conducting business with the agency.

Cooperator's Tax ID No.: 58-2204274 APHIS-WS's Tax ID: 41-0696271

### **City of Augusta**

BY: \_\_\_\_

Date

Charlie Gay City of Augusta 2316 Tobacco Rd. Augusta, GA 30815

### UNITED STATES DEPARTMENT OF AGRICULTURE ANIMAL AND PLANT HEALTH INSPECTION SERVICE WILDLIFE SERVICES

BY: \_\_\_

Mr. Odin Stephens, Georgia State Director USDA, APHIS, WS 200 Phoenix Road Athens, Georgia 30605

Date

BY: \_\_\_\_\_

Date

Mr. Keith Wehner Director, Eastern Region USDA, APHIS, WS 920 Main Campus Drive; Suite 200 Raleigh, NC 27606

#### WORK PLAN

#### **Introduction**

The U.S. Department of Agriculture (USDA) is authorized to protect American agriculture and other resources from damage associated with wildlife. The primary authority for APHIS WS is the Act of March 2, 1931 (46 Stat. 1468; 7 USCA 8351-7 USCA 8352) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 USCA 8353). Wildlife Services activities are conducted in cooperation with other Federal, State and local agencies; private organizations and individuals.

The APHIS WS program uses an Integrated Wildlife Damage Management (IWDM) approach (sometimes referred to as IPM or "Integrated Pest Management") in which a series of methods may be used or recommended to reduce wildlife damage. These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, controlling wildlife damage may require that the offending animal(s) are euthanized or that the populations of the offending species be reduced.

#### Purpose / Basis for Program

Beaver and their associated damage have been reported to cause an estimated damage of \$200 million in the southern United States on an annual basis. Although accurate estimates are difficult to obtain in Georgia, the losses can probably be measured in the millions. Much of this damage is associated with impacting stream flow with the building of dams and plugging culverts that prevent the natural flow of water. Flood induced damage by these beaver dams is responsible for killing valuable standing timber, flooding roads and property, and weakening the road base of many of our roadways in Georgia.

The objective of this plan is to implement a beaver management program across property owned and administrated by the City of Augusta to reduce beaver damage and associated repair/maintenance costs to the city. WS will work to alleviate flooding of many residential lots, common properties, and will clear dams from stormwater resources held by Augusta in the attempt to accomplish long term economic savings for the city. Properties adjoining city property will also benefit from this work and permission to access other properties to accomplish our goal may be requested.

#### **Planned WS Activities**

Wildlife Services plans to continue the management of beavers and associated across Richmond county to decrease the frequency of beaver related flooding on city and adjoining properties. The management plan for the next year will include the continued removal of beavers as they are and will continually try and repopulate the area. A variety of control techniques may be used including trapping, shooting and dam removal through the use of hand tools and explosives. These techniques have been proven to be legal, safe, selective, and pose no secondary toxicity hazards to humans or other animals. WS will continue to evaluate areas managed to increase water flow and adjust strategies accordingly. Long-term control will require an ongoing, though less intense, program of monitoring, population management, dam removal, and cooperation from adjoining landowners.

# **Reports**

Briefing meetings will be held as needed or as requested by either party. If requested, a brief, final report will be prepared at the conclusion of the project.

## **Effective Dates**

The Agreement shall become effective July 1, 2024 and shall expire on August 31, 2025.

# FINANCIAL PLAN

Cost Element		Full Cost	
Personnel Compensation		\$48,630.29	
Travel		\$0.00	
Vehicles		\$12,000.00	
Other Services		\$0.00	
Supplies and Materials		\$1,287.50	
Equipment		\$1,000.00	
Subtotal (Direct Charges)	] [	\$62,917.79	
Pooled Job Costs [for non-Over-the Counter projects]	11.00%	\$ 6,920.97	
Indirect Costs	16.15%	\$10,161.24	
Aviation Flat Rate Collection	_		
Agreement Total		\$80,000.00	
The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: \$80,000.00			

## **Financial Point of Contact**

COOPERATOR: Charlie Gay City of Augusta

706-799-3124 CGay@augustaga.gov USDA APHIS WS: Vera Ozmore Budget Analyst USDA APHIS WS 706-546-5637 Vera.Ozmore@usda.gov



Takiyah A. Douse Interim Administrator

June 6, 2023

Hameed Malik, Director Engineering and Environmental Services 452 Walker Street Augusta, GA 30901

Dear Dr. Malik,

At their meeting held on Tuesday, June 6, 2023, the Augusta, Georgia Commission, took action on the following items:

- 24. Approved motion to Adopt Resolution for Transportation Infrastructure Improvements Act (TIA) of 2010 Project Agreement (IGA) relative to the TIA2 funded Projects. Requested by Engineering.
- 25. Approved entering into an agreement with (CSXT) CSX TRANSPORTATION, INC. Company stating that Augusta, GA will pay for the Construction Engineering, Inspection, and Flagging protection services, for the 13th Street Improvements Project in accordance with the estimate \$49,509.00. Also, approve the Construction Agreement to be executed by the Augusta, GA Legal Counsel and the Mayor. Requested by Engineering
- 26. Received update on Waste Management Waste Hauler Contract- Amendment2 Two-year Extension Terms Negotiation. Approved Engineering & Environmental Services Director Recommended Path Forward (Attached Exhibit A; listed at Memo 2/2 page).
- 27. Approved Task Order Three funding for Forrest Hills Drainage Basin Drainage Improvements Engineering Services Agreement to Alfred Benesch & Company (Benesch) in the amount of \$37,460.00 as requested by the Engineering. RFQ 19-148
- 28. Approved supplemental funding (SA3) for Design Phase of the Design Consultant Services Agreement to CHA (formerly Wolverton & Associates, Inc.) in the amount of \$25,000.00 for the Wrightsboro Road Improvements Project as requested by the Engineering. RFQ 19-238
- 29. Received as information an update regarding Ellis Street Property Assessment & Supplemental Drainage Study which included findings on observed conditions of each structure and a discussion of the defects and likely causes of the observed conditions.
- 30. Approved Augusta Engineering entering into Cooperative Services and Funding Agreement (Agreement) with United States Department of Agriculture (USDA) Animal and Plant Health Inspection Services (APHIS) Wild Life Services (WS) for assisting Augusta Engineering Reducing Beaver Damage and related Flooding Issues. Requested by Augusta Engineering

If you have any questions, please contact me.

In Service,

Takiyah A. Douse Interim Administrator



## **Committee Meeting**

Meeting Date: May 28, 2024

R C Daniel @ CR601/Wheeler Road Intersection Improvements

PI # 0012866

# Construction Material Inspection and Testing, Construction Monitoring and Quality Assurance/ Quality Control, and Geotechnical Services-RFP 19-179

File Reference: 24-014(A)			
Department:	Engineering & Environmental Services		
Presenter:	Dr. Hameed Malik, Director		
Caption:	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 \$386,836.00 for Robert C Daniel @CR601/Wheeler Road Intersection Improvements Project (PI0012866). ATLAS assigned to Robert C Daniel Improvements construction. AE/RFP 19-179		
Background:	The Project is one of three traffic flow operational efficiency of various intersections and listed in the Augusta Metropolitan Planning Organization (MPO) TIP. Project cost is partially paid by FHAW federal funds as a cost sharing project. The purpose of this project is to gain operational efficiency by widening the intersections to allow for a left turn lane. Project construction phase is under contract and Augusta Engineering (AE) is about to commence construction.		
Analysis: Financial Impact:	<ul> <li>On February 6, 2024 Augusta Commission awarded Robert C Daniel Road Intersection Improvements contract to E.R. Snell Contractor, Inc. Field and Laboratory Testing for Soil and Construction Material, and Geotechnical Inspection and Investigation Services are integral parts of construction activities to ensure improvements quality control and quality assurance (QA/QC), and construction per design. QA/QC is essential to ensure Federal FHWA funds utilization requirements compliance. ATLAS is GDOT prequalified for requested services and is under contract for such services (CMT_Geotech Services ) under RFP 19-179, that Augusta Commission awarded in August 2019.</li> <li>Funds are available in amount of \$386,836 in Engineering SPLOST8-Traffic Safety Improvements Funds (\$250,500) &amp; Traffic Operation Funds (\$136,336)</li> </ul>		
Financial Impact:	<ul> <li>(CMT_Geotech Services ) under RFP 19-179, that Augusta Commission awarded in August 2019.</li> <li>Funds are available in amount of \$386,836 in Engineering SPLOST8-Transmission</li> </ul>		

Alternatives:	1. Do not approve and find alternative way to provide required CMT_Geotech, Construction & QA/QC Services and meet GDOT/FWHA requirements.
Recommendation:	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 \$386,836.00 for Robert C Daniel @CR601/Wheeler Road Intersection Improvements Project (PI0012866). ATLAS assigned to Robert C Daniel Improvements construction. AE/RFP 19-179.
Funds are available in the following accounts:	(\$386,836) SPLOST8-Traffic Safety Improvements Funds & Traffic Operation Improvements Funds
	\$250,500 - 330041110-54.14110 / 222830909-54.14110; \$136,336 - 330041110-54.14110 / 222830904-
	54.14110
<u>REVIEWED AND</u> <u>APPROVED BY:</u>	HM/SR



April 24, 2024

**Augusta Engineering Department** 

Attn: June Hamal 452 Walker Street, Suite 110 Augusta, Georgia 30901

Re: Proposal for CEI and Materials Testing Services for Wheeler @ Robert C. Daniel Intersection - PI 0012866 Richmond Co.

Dear Ms. Hamal,

Per your request, it is our pleasure to submit Atlas' cost proposal to the Augusta Engineering Department (AED) to perform Construction Engineering and Inspection (CEI) and materials testing services for the Wheeler and Robert C. Daniel Intersection project. This project includes federal funds. We understand the scope would be to provide full-time inspection and on-call services as needed for project management, office engineering/federal oversight, and materials testing. Atlas has a proven track record all across Georgia and we are certain that will continue and lead to a successful project.

We have reviewed the project characteristics and the construction bid information. The proposed cost to provide CEI and materials testing services for the project would be for total amount not to exceed \$386,836.00 based on the 1½ year project duration. Pricing for the project is noted in the table below.

CEI & MATERIALS TESTING	HRS/Days	RATE	TOTAL
Project Manager	936 hrs	\$85/HR	\$79,560
Part-Time (Avg 12 hrs./wk)			
Office Engineer (Federal Project)	1,248 hrs	\$75/HR	\$93,600
Part-Time (Avg 16 hrs./wk)			
Senior Inspector – Full-time	378 days	\$496/Day	\$187,488
(Avg 252 working days/yr)			
Materials Testing per RFP-179	-	-	\$26,188
Total Not to Exceed			386,836

Atlas values our working relationship with the City of Augusta. The Atlas team is available to meet and discuss in more detail at your convenience if necessary. Please feel free to contact me at 470.432.6740 with any questions regarding this proposal.

Sincerely,

Monica

Monica L. Flournoy, P.E. Georgia Field Operations Manager

c: Todd Long, PE, PTOE, Atlas Southeast Hub Lead



**Committee Meeting** 

Meeting Date: May 28, 2024

Dennis Road Widening & Improvements (PI #0017632)

Construction Material Inspection and Testing, Construction Monitoring and Quality Assurance/ Quality Control, and Geotechnical Services-RFP 19-179

File Reference: 24-014(T)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	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 \$317,280.00 for Dennis Road Widening and Improvements Project. MEG was assigned to Dennis Road construction. AE/ RFP 19-179
Background:	<ul> <li>The Dennis Road Widening and Improvements is a project from the</li> <li>"Approved Investment List" of TIA2 that was approved by voters of the</li> <li>CSRA in the June 9, 2020 referendum. This is a Band 1 project and TIA</li> <li>funds are allocated for construction. On March 5, 2024, Augusta</li> <li>Commission awarded Dennis Road construction contract to Reeves</li> <li>Construction. Field and Laboratory Testing for Soil and Construction</li> <li>Material, and Geotechnical Inspection and Investigation Services are integral</li> <li>parts of construction activities to ensure improvements quality control and</li> <li>quality assurance and construction per design. Construction quality assurance</li> <li>&amp; quality control (QA/QC) is essential to construction of good roads and is</li> <li>TIA program requirement.</li> </ul>
Analysis:	On August 2019, commission approved the award of CMT_Geotech Services contract with Atlas (ATC Group Services LLC), Matrix Engineering Group, Inc. (MEG), and MC Squared, Inc. (MC2) being the selected firms. MEG was assigned to Denise Road construction. The assistance of outside construction services will help AED with ensuring a quality finish roadway infrastructure. It is a practical approach to sustain much needed construction QA/QC during construction phase of a project.
Financial Impact:	Funds are available in Project TIA Funds.
Alternatives:	1. Do not approve and find alternative ways to provide required CMT_Geotech, Construction QA/QC Services and meet TIA construction QA/QC requirements.

<b>Recommendation:</b>	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 \$317,280.00 for Dennis Road Widening and Improvements Project. MEG was assigned to Dennis Road construction. AE/ RFP 19-179
Funds are available in the following accounts:	(\$317,280) 372041110-54.14110 / TIA224702-54.14110 – TIA funds
REVIEWED AND APPROVED BY:	NHM/SR

May 10<sup>th</sup>, 2024



Ms. June Hamal Associate Director Construction & Program Delivery Augusta Engineering Department 452 Walker Street, Suite 110 Augusta, Georgia, 30901

#### Re: Proposal for Construction Materials Testing & Construction Management Services Dennis Road Improvements from Stevens Creek Road to Stone Creek Road

Dear Ms. Hamal:

Pursuant to your email request on May 8<sup>th</sup>, Matrix Engineering Group, Inc. {MATRIX} is pleased to submit our proposal for the provisions of Construction Materials Testing Services for the Dennis Road Improvements project. Based on the total schedule of 450 calendar days (estimate 320 works days), and the construction drawings that were provided, Matrix will perform the materials testing services for a total estimated fee of <u>One Hundred & Ninety-Nine Thousand, Five Hundred and Twenty Dollars</u> (\$199,520) and perform Construction Management services for an estimated total fee of <u>One Hundred</u> <u>& Seventeen Thousand, Seven Hundred and Sixty Dollars (\$117,760).</u>

Matrix inspectors utilize a proprietary, cloud-based reporting, scheduling, and document management system {Matrix Sequence}, that connects the construction team to the project's Schedule of Special Inspections (SSI). This robust tool uniquely synchronizes the entire construction team on our findings including a dynamic open item record that gives a barometer of the status of the various inspections. Our staff also leverages *Filio*, a cutting edge, geospatial photo management software that captures and geo-tags photographs which document the inspected activities. Through machine learning and artificial intelligence, the photographs are searchable by date and type of activity or observation.

We appreciate the opportunity to submit this proposal and look forward to providing the testing services on these important and exciting projects.

Sincerely, MATRIX ENGINEERING GROUP, INC.

laser Schall

Naser Ackall, ICC Field Services Coordinator naser@matrixengineeringgroup.com

yater

Sam Alyateem, PE Principal samp@matrixengineeringgroup.com

\ZMATRIX\drive m\1.0 MATRIX PROJECTS FOLDER\2.0 Matrix Proposals\1.0 CMT\Dennis Road Improvements\CMT and CM Proposal for Dennis Road Improvements on 5 10 24.doc

Item 6.

## **INTRODUCTION**

This proposal is presented for the provisions of Construction Materials Testing Services and Construction Management for the Dennis Road Improvements project. Our scope includes preparing daily reports to document area of work and quantities, soils testing, reinforcing steel inspections, bearing capacity determination, GAB testing, asphalt documentation, subgrade evaluations, related laboratory testing and Professional Engineer consulting and recommendations.

### **SCOPE OF SERVICES**

Our scope of services was developed to meet the testing requirements, as defined by the project specifications and GDOT specs and guidelines. The following sections detail our scope of services. The most cost-effective services will be achieved through our strategic allocation of experienced manpower, our quality approach to providing the required services, and our competitive rates.

## **CONSTRUCTION MATERIALS TESTING SERVICES**

- Monitor and document progress of work on daily basis and schedule construction inspections as required by the project specifications
- > Subgrade evaluation of existing materials: Proof-roll and/ bearing capacity evaluation
- > Geotechnical Engineer to provide evaluation & recommendations for Stabilization, as needed
- > Monitoring of over excavation and quantification
- > Backfill monitoring and testing of structural fill
- > Backfill monitoring and testing of pipe backfill on storm drain lines, water lines and site walls
- Subgrade inspections of finished grades for pavements and sidewalks on both sides of the roadway
- Concrete testing on sidewalks on both sides of the roadway (8' wide and 6' wide), and Curbs/Gutters, and structures.
- ➢ GAB Compaction testing and Proof-roll testing
- Asphalt Testing
- Laboratory testing
  - Soil Proctors tests
  - GAB Proctors
  - Asphalt testing
  - Concrete Testing
  - Gradations
- > Professional Engineer for report review, consultation, site visits and recommendations

Item 6.

### CONSTRUCTION MANAGEMENT / ADMINISTRATIVE SERVICES

- > Review project drawings, specifications and contracted scope of work
- > Review contacts, schedules, and quality control/quality assurance plans
- Manage pre-construction and progress meetings: Present agenda, scope, schedule, and special conditions applicable to the project
- Review submittals, RFI's, and communicate with Project Stakeholders (Design / Owner / Contractor) regarding approvals, feedback and change orders in a timely manner
- > Weekly meetings/conferences with the project stakeholders.
- Keep logs of Open and Corrected Items for follow-up with contractor on resolution to changes and/or corrective measures
- > Engage Owner for items that require change in design and/or contract provisions.
- Review change orders and manage approval process
- Review monthly pay applications and resolve issues with contractor prior to approval for payment
- Assist in project closeout by reviewing punch list items with contractors and finalize documentation prior to project close out and release of retainage

### **COMPENSATION**

The following table provides a breakdown of the costs associated with the requested inspection and testing services. It is anticipated that inspections will be required on a daily basis. In developing the following budget, we have taken into consideration the overlapping nature of the construction activities. Therefore, it is impractical to separate the costs of testing services for each individual task. We have estimated the testing budget based on the estimated construction schedule and the required inspection services. Any additional services that may be required will be based on the unit fees provided in the Schedule of Fees and upon your prior authorization. Matrix will perform the materials testing services for a total estimated fee of <u>One Hundred & Ninety-Nine Thousand, Five Hundred and Twenty</u> **Dollars (\$199,520**). We estimated a budget of <u>One Hundred & Seventeen Thousand, Seven Hundred and Sixty Dollars (\$117,760) for this project as shown in Table 2, below.</u> The work will be billed on a monthly basis in accordance with our annual contract with the City of Augusta.

Item 6.

# TABLE 1:

# SCHEDULE OF FEES – CONSTRUCTION MATERIALS TESTING

DESCRIPTION OF SERVICES	QUANTITY X UNIT PRICE	COST (\$)
ITEM 1 – Senior Tech for Construction Materials Testing:         • Attendance of weekly site meetings         • Subgrade evaluations         • Soil Backfill monitoring         • Soil Backfill Compaction Testing         • Bearing Capacity Evaluations         • GAB Testing         • Nuclear Gauge Density testing         • Asphalt Temperature Determination	4 hrs/day x 320 days x <b>\$62*/hr</b>	\$79,360.00
ITEM 2 – Staff Engineer & Professional Engineer:         • Staff Engineer for documentation of construction activities         • Geotechnical Engineer to provide evaluations and recommendations for stabilization         • Geotechnical Engineering Consultation & Recommendations         • PE for Report Review and Certification of Reports	4 hrs/day x 320 days x <b>\$85/hr</b> 1 hr/wk x 64 weeks x <b>\$115/hr</b>	\$108,800.00 \$7,360.00
ITEM 3 – Laboratory Testing for Soils / Asphalt         • Soil Standard Proctors         • Gradations         • Atterberg Limits         • Asphalt Specific Gravity Testing	LUMP SUM	\$1,000.00
ITEM 4 –Laboratory Testing for Concrete Cylinders         • Concrete Cylinder Pick-Ups & transportation to lab         • Compressive Strength Testing	LUMP SUM	\$3,000.00
Estimated Maximum Fee:		\$199,520.00

\*The total does not include costs associated with re-testing of areas that fail to meet the project specifications upon initial inspection, nor any additional assignments that are requested by the owner that are beyond the scope of work provided herein. All testing services are assumed to occur during regular work hours. Services exceeding 40 hours per week and work on weekends will be billed at 1.5 times the hourly rates listed above. Shop Visits are not included in this estimate. \*\*Senior Technician rate is based on daily rate of \$496 divided by 8 hours

# **TABLE 2:**

# SCHEDULE OF FEES – CONSTRUCTION MANAGEMENT SERVICES

DESCRIPTION OF SERVICES	QUANTITY X UNIT PRICE	COST (\$)
<u>Construction Management Services for</u> <u>Dennis Road Improvements:</u>	64 weeks x 16 hrs/week x \$115/hour	\$117,760.00
Estimated Maximum Fee:		\$ 117,760.00

### May 10, 2024 Page 5 of 5

# TABLE 3:

# CONSTRUCTION MATERIALS TESTING & CM SERVICES FOR DENNIS ROAD IMPROVEMENTS

DESCRIPTION OF SERVICES	COST (\$)
<u>Construction Materials Testing Services for Dennis</u> <u>Road Improvements:</u>	\$199,520.00
<b>Construction Management Services for Dennis Road</b> <b>Improvements:</b>	\$117,760.00
Estimated Maximum Fee:	\$ 317,280.00



# **Committee Meeting**

Meeting Date: May 28, 2024

Wrightsboro Road Reconstruction and Pedestrian Improvements

(Marks Church Rd. to Highland Ave.)

# Construction Material Inspection and Testing, Construction Monitoring and Quality Assurance/ Quality Control, and Geotechnical Services-RFP 19-179

File Reference: 24-014(A)		
Department:	Engineering & Environmental Services	
Presenter:	Dr. Hameed Malik, Director	
Caption:	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 \$259,540.00 for Wrightsboro Road Reconstruction and Pedestrian Improvements Project. MEG was assigned to Wrightsboro Road construction. AE/ RFP 19-179	
Background:	<ul> <li>Wrightsboro Road Reconstruction &amp; Pedestrian Improvements project is an approved SPLOST project. The improvements consist of improving roadway safety by reconstructing &amp; paving road travel lanes, reconstructing targeted curb and gutter, sidewalks and improving the storm water system. On March 19, 2024, Augusta Commission awarded Dennis Road construction contract to Reeves Construction. Field and Laboratory Testing for Soil and Construction Material, and Geotechnical Inspection and Investigation Services are integral parts of construction activities to ensure improvements quality control and quality assurance and construction per design. Construction quality assurance &amp; quality control (QA/QC) is essential to construction of good roads.</li> </ul>	
Analysis:	On August 2019, commission approved the award of CMT_Geotech Services contract with Atlas (ATC Group Services LLC), Matrix Engineering Group, Inc. (MEG), and MC Squared, Inc. (MC2) being the selected firms. MEG was assigned to Wrightsboro Road construction. The assistance of outside construction services will help AED with ensuring a quality finish roadway infrastructure. It is a practical approach to sustain much needed construction QA/QC during construction phase of a project.	
Financial Impact:	Funds are available in amount of \$259,540 as follows:	
	Project SPLOST Recaptured Allocation: \$\$2,145,600.05	

Alternatives:	1. Do not approve and find alternative way to provide required CMT_Geotech, Construction QA/QC Services and meet TIA construction QA/QC requirements.
<b>Recommendation:</b>	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 \$259,540.00 for Wrightsboro Road Reconstruction and Pedestrian Improvements Project. MEG was assigned to Wrightsboro Road construction. AE/ RFP 19-179
Funds are available in the following accounts:	(\$259,540) 328-041110 – 54.14110 - Project SPLOT Recaptured Allocation: (\$2,145,600.05)
REVIEWED AND APPROVED BY:	HM/SR

May 10<sup>th</sup>, 2024



Ms. June Hamal Associate Director Construction & Program Delivery Augusta Engineering Department 452 Walker Street, Suite 110 Augusta, Georgia, 30901

#### Re: Proposal for Construction Materials Testing & Construction Management Services Wrightsboro Road Reconstruction and Pedestrian Improvements – Phase 1

Dear Ms. Hamal:

Pursuant to your email request on May 8<sup>th</sup>, Matrix Engineering Group, Inc. {MATRIX} is pleased to submit our proposal for the provisions of Construction Materials Testing Services for the Wrightsboro Road Reconstruction and Pedestrian Improvements – Phase 1 project. Based on the total schedule of 365 calendar days (estimate 260 works days), and the construction drawings that were provided, Matrix will perform the materials testing services for a total estimated fee of <u>One Hundred & Sixty-Three Thousand, Eight</u> <u>Hundred and Sixty Dollars (\$163,860</u>) and perform Construction Management services for an estimated total fee of <u>Ninety-Five Thousand, Six Hundred and Eighty Dollars (\$95,680).</u>

Matrix inspectors utilize a proprietary, cloud-based reporting, scheduling, and document management system {Matrix Sequence}, that connects the construction team to the project's Schedule of Special Inspections (SSI). This robust tool uniquely synchronizes the entire construction team on our findings including a dynamic open item record that gives a barometer of the status of the various inspections. Our staff also leverages *Filio*, a cutting edge, geospatial photo management software that captures and geo-tags photographs which document the inspected activities. Through machine learning and artificial intelligence, the photographs are searchable by date and type of activity or observation.

We appreciate the opportunity to submit this proposal and look forward to providing the testing services on these important and exciting projects.

Sincerely, MATRIX ENGINEERING GROUP, INC.

laser I deall

Naser Ackall, ICC Field Services Coordinator naser@matrixengineeringgroup.com

yater

Sam Alyateem, PE Principal samp@matrixengineeringgroup.com

\ZMATRIX\drive\_m\1.0 MATRIX PROJECTS FOLDER\2.0 Matrix Proposals\1.0 CMT\Wrightsboro Road Phase 1\CMT and CM Proposal for Wrightsboro Road Reconstruction and Pedestrian Improvements on 5 10 24.doc

## **INTRODUCTION**

This proposal is presented for the provisions of Construction Materials Testing Services and Construction Management for the Wrightsboro Road Reconstruction & Pedestrian Improvements-Phase 1 project. Our scope includes preparing daily reports to document area of work and quantities, soils testing, reinforcing steel inspections, bearing capacity determination, GAB testing, asphalt documentation, subgrade evaluations, related laboratory testing and Professional Engineer consulting and recommendations.

## **SCOPE OF SERVICES**

Our scope of services was developed to meet the testing requirements, as defined by the project specifications and GDOT specs and guidelines. The following sections detail our scope of services. The most cost-effective services will be achieved through our strategic allocation of experienced manpower, our quality approach to providing the required services, and our competitive rates.

## **CONSTRUCTION MATERIALS TESTING SERVICES**

- Monitor and document progress of work on daily basis and schedule construction inspections as required by the project specifications
- > Subgrade evaluation of existing materials: Proof-roll and/ bearing capacity evaluation
- > Geotechnical Engineer to provide evaluation & recommendations for Stabilization, as needed
- > Monitoring of over excavation and quantification
- Backfill monitoring and testing of structural fill
- > Backfill monitoring and testing of pipe backfill on storm drain lines, water lines and site walls
- Subgrade inspections of finished grades for pavements and sidewalks on both sides of the roadway
- Concrete testing on sidewalks on both sides of the roadway (8' wide and 6' wide), and Curbs/Gutters, and structures.
- > GAB Compaction testing and Proof-roll testing
- Asphalt Testing
- Laboratory testing
  - Soil Proctors tests
  - GAB Proctors
  - Asphalt testing
  - Concrete Testing
  - Gradations
- > Professional Engineer for report review, consultation, site visits and recommendations

Item 7.

### CONSTRUCTION MANAGEMENT / ADMINISTRATIVE SERVICES

- > Review project drawings, specifications and contracted scope of work
- > Review contacts, schedules, and quality control/quality assurance plans
- Manage pre-construction and progress meetings: Present agenda, scope, schedule, and special conditions applicable to the project
- Review submittals, RFI's, and communicate with Project Stakeholders (Design / Owner / Contractor) regarding approvals, feedback and change orders in a timely manner
- > Weekly meetings/conferences with the project stakeholders.
- Keep logs of Open and Corrected Items for follow-up with contractor on resolution to changes and/or corrective measures
- > Engage Owner for items that require change in design and/or contract provisions.
- Review change orders and manage approval process
- Review monthly pay applications and resolve issues with contractor prior to approval for payment
- Assist in project closeout by reviewing punch list items with contractors and finalize documentation prior to project close out and release of retainage

### **COMPENSATION**

The following table provides a breakdown of the costs associated with the requested inspection and testing services. It is anticipated that inspections will be required on a daily basis. In developing the following budget, we have taken into consideration the overlapping nature of the construction activities. Therefore, it is impractical to separate the costs of testing services for each individual task. We have estimated the testing budget based on the estimated construction schedule and the required inspection services. Any additional services that may be required will be based on the unit fees provided in the Schedule of Fees and upon your prior authorization. Matrix will perform the materials testing services for a total estimated fee of <u>One Hundred & Sixty-Three Thousand, Eight Hundred and Sixty</u> **Dollars (\$163,860)**. We estimated a budget of <u>Ninety-Five Thousand, Six Hundred and Eighty</u> **Dollars (\$95,680) for this project as shown in Table 2, below.** The work will be billed on a monthly basis in accordance with our annual contract with the City of Augusta.

# TABLE 1:

# SCHEDULE OF FEES – CONSTRUCTION MATERIALS TESTING

DESCRIPTION OF SERVICES	QUANTITY X UNIT PRICE	COST (\$)
ITEM 1 – Senior Tech for Construction Materials Testing:         • Attendance of weekly site meetings         • Subgrade evaluations         • Soil Backfill monitoring         • Soil Backfill Compaction Testing         • Bearing Capacity Evaluations         • GAB Testing         • Nuclear Gauge Density testing         • Asphalt Temperature Determination	4 hrs/day x 260 days x <b>\$62*/hr</b>	\$64,480.00
ITEM 2 – Staff Engineer & Professional Engineer:         • Staff Engineer for documentation of construction activities         • Geotechnical Engineer to provide evaluations and recommendations for stabilization         • Geotechnical Engineering Consultation & Recommendations         • PE for Report Review and Certification of Reports	4 hrs/day x 260 days x <b>\$85/hr</b> 1 hr/wk x 52 weeks x <b>\$115/hr</b>	\$88,400.00 \$5,980.00
ITEM 3 – Laboratory Testing for Soils / Asphalt         • Soil Standard Proctors         • Gradations         • Atterberg Limits         • Asphalt Specific Gravity Testing	LUMP SUM	\$1,500.00
ITEM 4 –Laboratory Testing for Concrete Cylinders         • Concrete Cylinder Pick-Ups & transportation to lab         • Compressive Strength Testing	LUMP SUM	\$3,500.00
Estimated Maximum Fee:		\$163,860.00

\*The total does not include costs associated with re-testing of areas that fail to meet the project specifications upon initial inspection, nor any additional assignments that are requested by the owner that are beyond the scope of work provided herein. All testing services are assumed to occur during regular work hours. Services exceeding 40 hours per week and work on weekends will be billed at 1.5 times the hourly rates listed above. Shop Visits are not included in this estimate. \*\*Senior Technician rate is based on daily rate of \$496 divided by 8 hours

# TABLE 2:

# SCHEDULE OF FEES – CONSTRUCTION MANAGEMENT SERVICES

DESCRIPTION OF SERVICES	QUANTITY X UNIT PRICE	COST (\$)
Construction Management Services for Wrightsboro Road Reconstruction & Improvements:	52 weeks x 16 hrs/week x \$115/hour	\$95,680.00
Estimated Maximum Fee:		\$ 95,680.00

Item 7.

# TABLE 3:

# CONSTRUCTION MATERIALS TESTING & CM SERVICES FOR WRIGHTSBORO ROAD RECONSTRUCTION & IMPROVEMENTS

DESCRIPTION OF SERVICES	COST (\$)
<u>Construction Materials Testing Services for</u> <u>Wrightsboro Road Reconstruction &amp; Improvements:</u>	\$163,860.00
<u>Construction Management Services for Wrightsboro</u> <u>Road Reconstruction &amp; Improvements:</u>	\$95,680.00
Estimated Maximum Fee:	\$ 259,540.00



# **Committee Meeting**

Meeting Date: May 28, 2024 Wilkinson Garden Area Roadway Drainage Improvements Project Design Professional Services RFQ 07-114

File Reference: 22-014(A)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve supplemental (SA9) funding for various Tasks under Final Design Phase of Engineering Consultant Agreement to WK Dickson & Co., Inc. in the amount of \$53,500.00 for Wilkinson Garden Area Roadway Drainage Improvements. AE/RFQ 07-114
Background:	In March of 2009, the Augusta Commission approved the selection of WK Dickson to complete design for the Wilkerson Gardens Drainage Improvements project. Project construction plans are substantially completed, however, drainage in the vicinity of Lional Street/Tubman Home Rd and the cross drainpipe under Gordon Highway warrants additional data gathering and assessment. In addition, additional field survey will be required for preparation of easement exhibits.
Analysis:	Over the Past several years project activities were primarily focused on completion of Wilkinson Garden Improvements final design and construction plans. Additional services are needed to address drainage/surface water flow in the vicinity of Lional Street/Tubman Home Rd and through the cross drain at Gordon Highway. In addition, more easements plats are needed for acquiring the necessary easements for completing intended improvements.
Financial Impact:	Funds are available in Project funds in SPLOST III & VI.
Alternatives:	Do not approve and find alternative to complete the project.
<b>Recommendation:</b>	Approve supplemental (SA9) funding for various Tasks under Final Design Phase of Engineering Consultant Agreement to WK Dickson & Co., Inc. in the amount of \$53,500.00 for Wilkinson Garden Area Roadway Drainage Improvements. AE/RFQ 07-114
Funds are available in the following accounts:	(\$53,500) 323041110-52.12115 / 204823525-52.12115 – SPLOST III Funds

# **<u>REVIEWED AND</u>** HM/SR <u>APPROVED BY:</u>

#### AMENDMENT NO. NINE

#### **ADDITIONAL SERVICES AUTHORIZATION**

The following additional services to the contract for Wilkinson Garden Area Roadway Drainage Improvements, WKD Job #20090089.00.AG, dated March 23, 2009 between The City of Augusta, Georgia (OWNER) and W.K. Dickson & Co., Inc. (CONSULTANT) are authorized.

- 1. <u>PROJECT UNDERSTANDING</u>. Based on project meeting at AED offices on January 16, 2024, CONSULTAN understands the project to include the following items:
  - a. AED requested additional directions to be added to the presented construction set. These items include direction on milling and paving along the roads within the scope of work and edge treatment for paving/curb and gutter installation.
  - b. AED also requested additional analysis of the flooding at the 1902 Lionel Street property ("Property"). Based on initial investigation (see hydrology report for Wilkinson Gardens, dated January 12, 2024), when the detention pond in the rear of the Southgate Plaza development stages up in storm events, the backwater effects flood the Property. Additional storage is needed in the system below the elevation of the Property to mitigate the flooding. AED will provide system information downstream of the Property for use in modeling efforts to determine the amount of storage required to mitigate the flooding on the Property. A report will be provided with varying options to meet 2-yr, 10-yr, 25-yr, 50-yr and 100-yr levels of service.
  - c. AED requested the culvert under Gordon Hwy to be sized based on the area flowing to it currently. This sizing will be provided to GDOT by AED for an upcoming project along Gordon Hwy. It is assumed that the required sizing will have to meet GDOT level of service.
  - d. Initial scope included approximately 30 easement exhibits for the properties affected by the proposed work. Based on final design and request from the OWNER concerning easement configurations it appears that 101 properties will be impacted. As such, additional easement exhibits are needed. This anticipated overrun in easements for the project is 71.

#### 2. <u>SCOPE OF SERVICES.</u> CONSULTANT shall provide additional services as follows:

- a. Modify existing construction plans, details, technical specifications, bid forms and construction estimates to include milling of roads and edge treatments to accept overlays associated with proposed improvements. These modifications to the documents will be reflected in the final deliverables.
- b. Based on previous recommendations for the impacts at 1902 Lionel Street and options for improvements, additional survey and design services are required for Southgate Plaza area and Gordon Highway. CONSULTANT will provide expanded hydraulic analysis to include potential culvert expansions for Gordon Highway crossing that

appears to have a tailwater impact on this area. The CONSULTANT will work with the OWNER to recover the invert information necessary to perform this analysis and will include the addition of detention capabilities at Southgate Plaza. Once this report is considered by the OWNER then the CONSULTANT will add design modifications to the contract documents to define additional construction necessary.

- c. CONSULTANT will modify permitting calculations associated with the plan modifications to add proposed detention additions. This will include potential staging areas and temporary traffic routing plans.
- d. CONSULTANT will prepare modifications to the opinion of probable construction cost associated with additional work areas defined in the plans.
- e. CONSULTANT will prepare up to 72 additional property easement plats associated with temporary and permanent construction easements requested by the OWNER during plan reviews and additional services requested.
- f. The scope includes up to 2 monthly updates and 1 coordination meeting (via Teams) to present deliverables.

#### **Assumptions:**

- Scope only includes the above-mentioned plan additions. Any additional plan changes/revisions from review by AED staff can be completed at the standard 2024 hourly rate schedule. Budget estimate will be provided at the time of request.
- Scope of flooding analysis extends from the Property to the crossing at Gordon Hwy. Analysis downstream of Gordon Hwy to Rocky Creek can be completed upon request as an additional service.
- There is a possibility that a solution to mitigate flooding may not be constructable in the existing R/W. Solutions may require the City to acquire private property.
- The sizing for the Gordon Hwy crossing will need to meet GDOT standard culvert crossing requirements, unless otherwise directed by AED. Sizing will be based on GIS data available at the time of contract initiation. If data is not complete, additional survey may be required outside of the scope of this amendment. Note that roadway constraints will be considered and may not allow for the GDOT level of service to be achieved.
- WKD requested data to complete the analysis presented in the Scope of Services via email on February 9, 2024. Delay in receipt of this data will delay completion of Scope of Services.
- The scope includes up to 2 monthly updates and 1 coordination meeting (via Teams) to present deliverables.

### **Project Deliverables:**

- Revised Construction Drawings
- Revised Construction Specifications
- Updated Construction Bid Forms
- Updated Construction Estimate of Cost
- Additional Drainage Report including flooding analysis at the shopping center, 1902 Lionel St., and Gordon Hwy culvert sizing recommendations.

2

3. <u>TIME OF PERFORMANCE.</u> CONSULTANT's time of performance for the above additional services shall be 8 weeks from the receipt of requested data and notice to proceed.

Schedule and budget is based on prompt deliverable review by the OWNER.

4. <u>COMPENSATION.</u> CONSULTANT shall provide the above Additional Scope of Work for a lump sum fee of **fifty-three thousand five hundred dollars (\$53,500.00)** as broken out in the following table.

Description	Total Fee
Wilkinson Gardens Construction Drawing Updates	\$ 4,000
Flooding Analysis	\$ 12,000
Gordon Highway Crossing Analysis	\$ 4,000
Additional Easement Exhibits	\$ 35,500
Estimated Total Fee	\$ 53,500

5. All services and associated compensation shall be in accordance with the above referenced Contract for Services.

**OWNER:** 

CONSULTANT:

By:\_\_\_\_\_

**Augusta Engineering Department** 

Title: Director

Date: \_\_\_\_\_

W.K. DICKSON & CO., INC.

By: \_

Title: Vice President

5/9/24 Date: \_

### AUGUSTA-RICHMOND COUNTY ENGINEERING & ENVIRONMENTAL SVCS DEPARTMENT SUPPLEMENTAL AGREEMENT

Augusta Richmond County Project Number(s):	323-041110-219828217
Supplemental Agreement Number:	9
Purchase Order Number:	P164761

WHEREAS, We, W. K. Dickson, Community Infrastructure Consultants entered into a contract with Augusta-Richmond County on March 17, 2009, for engineering design services associated with Wilkinson Garden Area Roadway Drainage Improvement Project / Hyde Park, Project No. 323-041110-219828217, and

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

## Additional supplemental funding for various Tasks under Final Design Phase of Engineering Consultant Agreement to W K Dickson & Co., Inc.

It is agreed that as a result of the above modification the contract amount is increased by **<u>\$53,500.00</u>** from **<u>\$879,400.00</u>** to a total of **<u>\$932,900.00</u>**.

This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

**NOW, THEREFORE,** W. K. Dickson, Community Infrastructure Consultants, hereby agree to said Supplemental Agreement consisting of the above mentioned items and prices, and agree that this Supplemental Agreement is hereby made a part of the original contract to be performed under the specifications thereof, and that the original contract is in full force and effect, except insofar as it might be modified by this Supplemental Agreement.

### **RECOMMEND FOR APPROVAL:**

CITY OF AUGUSTA-RICHMOND COUNTY AUGUSTA, GEORGIA W. K. DICKSON & CO., INC.

Garnett	L. Johnson,	Mayor

ATTEST:

ATTEST:

Title: \_\_\_\_\_

Title:\_\_\_\_\_

(SA02- For changes greater than \$25,000)



**Committee Meeting** 

#### Meeting Date: May 28, 2024 Replacement of Street Lighting along Grand Blvd **Department: Engineering & Environmental Services Presenter:** Dr. Hameed Malik, Director **Caption:** Approve the sole source purchase and installation of new street lighting along Grand Blvd between 15th Street and Turpin Street. Recently, it was discovered during routine maintenance that this street **Background:** lighting system is no longer safe to operate. This system is beyond its serviceable life and can no longer be repaired. The entire system will need to be replaced along Grand Blvd. **Analysis:** This sole source purchase will allow Georgia Power to procure and replace street lighting along Grand Blvd between 15th Street and Turpin Street. Georgia Power is the only electrical utility available to serve this area and the only company that can install and power street lighting along Grand Blvd. Adequate funds are available, and an expenditure of this amount will leave **Financial Impact:** funding for other uses. **Alternatives:** Do not approve the sole source funding request. **Recommendation:** Approve the sole source purchase order request from Georgia Power in the amount of \$46,784.40. 276041610-5312310 - Street Lighting Operations fund Funds are available in (\$46,784.40) the following accounts: HM/SR **REVIEWED AND**

**APPROVED BY:** 

**Print Form** 

Date: 5/15/24

Date:

Date:

Date:

C. A regnasta G ETORGIA

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

Vendor:	Georgia Power	E-Verify Number:	425539
Commodity:	Street Lighting Installation		
Estimated annu	al expenditure for the above commodity or s	ervice: \$	46,784.40

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

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

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

Name: Hameed Mali	k Department:	AE&ESD
Department Head Signature:	+ hu	
Approval Authority:	GASom	/
Administrator Approval: (required	- not required)	

COMMENTS:

X

Rev. 09/10/12



# ENGINEERING DEPARTMENT

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

# MEMORANDUM

то:	Geri Sams – Procurement Director
FROM:	Hameed Malik, PE, Ph. D, Director Augusta Engineering Department
DATE:	May 15, 2024
SUBJECT:	Replace Street Lighting along Grand Blvd

The Augusta Engineering Department is requesting the use of the sole source procurement process to pay a proposal from Georgia Power for the installation of 25 street lights along Grand Blvd.

Earlier this year, during routine maintenance, it was discovered that the existing street lights along Grand Blvd were no longer safe to operate. These lights will need to be replaced as they cannot be repaired. Georgia Power is the only electrical utility that serves this area and the only company that can procure, install, and power the requested street lighting.

This sole source procurement will allow the Augusta Engineering Department to pay the proposal provided by Georgia Power in the amount of \$46,784.40. Funding is available is account #276041610-5312310.

JU/SR

cc: File

# **Lighting Services Agreement**

Service Cost (\$)

\$565.50

#### Project # LP94890

1

📥 Georgia Power

Customer Leg	jal Nan	ne AUGUSTA	RICHMON	ID CO		DBA	GRAND BLVD
Service Addre	ess 0	GRAND BLVD	AUGUST	A GA 30901			County Richmond - GA
Mailing Addr	ess 53	30 GREENE ST	ROOM 10	5 AUGUSTA G	A 30902		
Email	_				Tel #		Alt Tel #
Tax ID# 427	4			Business Des	cription		
Existing Y Customer	es 🗹 N			sible), does cus d to an existing		es 🗋 N	No 🗹 If Yes, which Account Number?
				Selected	d Componen	nts	
Action	Qty	Wattage	Туре			D	Description
INS	25	120	LED	Area			
				1			

\* The actual Regulated Cost will be calculated using the tariffs approved by Georgia Public Service Commission at the time of billing. The estimate is based on Summer Rates in effect at the time of this proposal. Excludes applicable sales tax.

\$700.00

Monthly Cost (\$)\*

Project Notes:	

Customer agrees to this Lighting Services Agreement with Georgia Power Company under the attached terms and conditions and authorizes all actions noted on this agreement.

Customer also agrees to allow removal of existing lights. Yes  $\Box\,$  N/A  $\Box\,$ 

Regulated Cost (\$)\*

\$134.50

Туре	Customer	Tariff	Content	
NESC	Gov	EOL	NLC	

Customer recognizes that the individual signing this Agreement on its behalf has authority to do so.

Customer Authorization	Georgia Power Authorization
Signature:	Signature:
Print Name:	Print Name: Jennifer Williams
Print Title:	Print Title: Account Exec
Date:	Date:

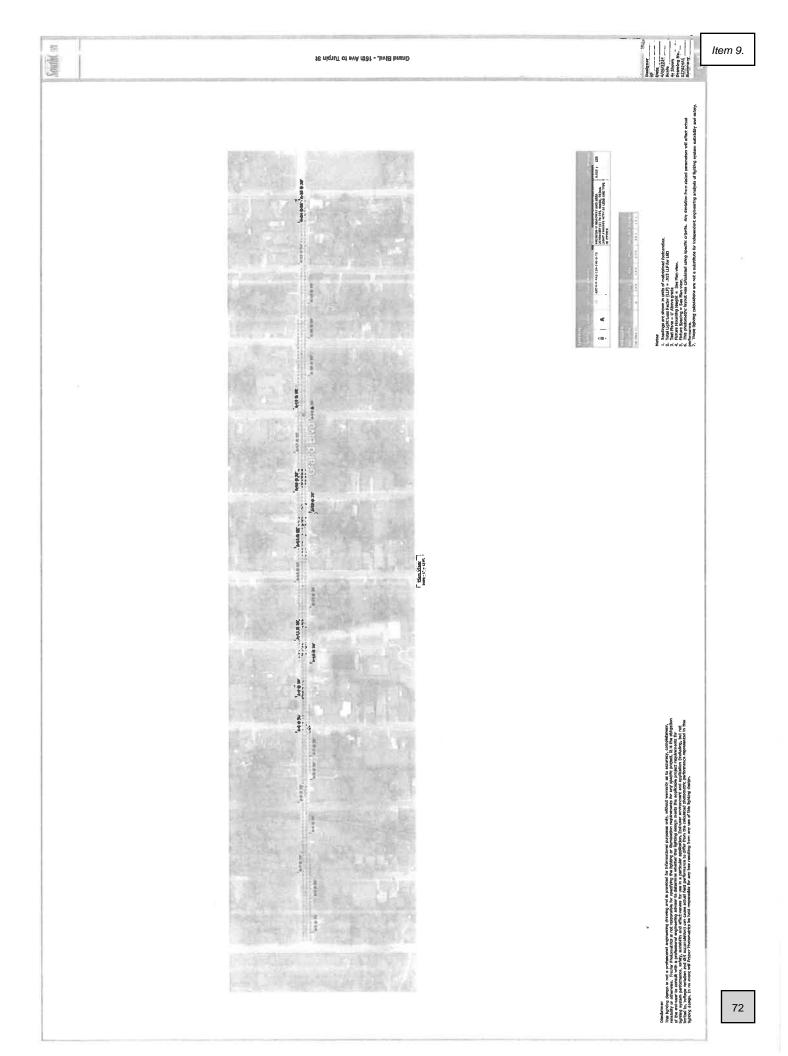
Item 9.

Pre-Payment (\$) \$46,784.40

Term (Months)

#### **TERMS and CONDITIONS (Lighting – Governmental Service)**

- <u>Agreement Scope</u>. This Lighting Services Agreement ("Agreement") establishes the terms and conditions under which Georgia Power Company ("GPC") will provide lighting and related service (collectively, the "Service") to the customer identified on Page 1 ("Customer") at the Service Address shown on Page 1 (the "Premises"). GPC may install, update, modify, or replace any GPC-owned pole, base, wiring, conduit, fixture, control, equipment, device, or related item at the Premises (collectively, "GPC Assets") for any reason related to the Service or to use of GPC Assets.
- 2. <u>Term and Termination</u>. The initial Agreement term is stated on Page 1, calculated from the date of the first bill. After the initial term, this Agreement automatically renews on a month-to-month basis until terminated by either party by providing written notice of intent to terminate to the other party (in accordance with the notice provisions of the *Miscellaneous* section below) at least 30 days before the desired termination date. The initial term and any renewal term or terms are collectively the "Term."
- 3. Intent and Title. This Agreement governs GPC's provision of the Service to Customer and is not a sale, lease, or licensing of goods, equipment, property, or assets of any kind. GPC retains the sole and exclusive right, title, and interest in and to all GPC Assets. Customer acknowledges that GPC Assets, although attached to real property, always will remain the exclusive personal property of GPC and that GPC may remove GPC Assets upon Agreement termination. GPC makes no representation or warranty regarding treatment of this transaction by the Internal Revenue Service or the status of this transaction under any federal or state tax law. Customer enters into this Agreement in sole reliance upon its own advisors.
- 4. <u>Payment</u>. GPC will invoice Customer monthly for the Monthly Cost as described on Page 1. The Service Cost portion of the Monthly Cost will renew at the amount shown on Page 1, but the Regulated Cost portion will be determined by the applicable Georgia Public Service Commission-approved tariff at the time of billing. Customer agrees to pay the total amount billed in full by the invoice due date. If a balance is outstanding past the due date, Customer acknowledges that GPC may require Customer to pay a deposit of up to two times the Estimated Monthly Charge in order to continue Service. If applicable, Customer must provide a copy of its Georgia sales tax exemption certificate. Customer must pay costs associated with any Customer-inlitiated change to the Service after the date of this Agreement.
- 5. Premises Activity. Customer hereby grants to GPC and its contractors, agents, and representatives the right and license to enter the Premises al any time to perform any activity related to the Service or to GPC's use of the GPC Assets, including the right to access the Premises with vehicles, GPC Assets, or other tools or equipment, and to survey, dig, or excavate, in order to: (i) install and connect GPC Assets, provide Service, or provide or install any other service; (ii) inspect, maintain, test, replace, repair, disconnect, or remove GPC Assets; (iii) install additional equipment or devices on GPC Assets; or (iv) conduct any other activity reasonably related to the Service or GPC Assets (Collectively, "GPC Activity"). Customer represents or warrants that it has the right to permit GPC to provide the Service and to perform the GPC Activity upon the Premises and, if applicable, has obtained express written authority and required permission from all Premises owners, and any other person or entity with rights in the Premises, to enter into this Agreement and to authorize the GPC Activity and the Service.
- 6. Installation and Underground Work. Customer recognizes that the Service requires installation of GPC Assets. Customer warrants or covenants that: (i) the Premises' final grade will vary no more than six inches from the grade existing at the time of installation; and (ii) if applicable and required for proper installation, Premises property lines will be clearly marked before installation.
  - A. <u>Customer Work.</u> If GPC, upon Customer's request, allows Customer, itself or through a third party, to perform any activity related to installation of GPC Assets (including trenching), Customer warrants or covenants that the work will meet GPC's installation specifications (which GPC will provide to Customer and which are incorporated by this reference). Customer must provide GPC at least 10 days' prior written notice of its schedule for the work, so that GPC can schedule GPC's installation work promptly thereafter. Customer will be responsible for any additional costs arising from non-compliance with GPC's specifications, Customer's failure to complete Customer's work by the agreed completion date, or failure to provide GPC timely notice of any schedule change.
  - B. Underground Facility/Obstruction Not Subject to Dig Law. Because GPC Activity may require excavation not subject to the Georgia Utility Facility Protection Act (0.C.G.A. §§25-9-1 – 25-9-13) ("Dig Law"), Customer must mark any private utility or facility (e.g., gas/water/sewer line; irrigation facility; fiber/data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law. If GPC causes or incurs damage due to Customer's failure to mark a private facility or obstruction before GPC commences GPC Activity, Customer is responsible for all damages and any loss or damage resulting from any such delay.
  - C. Unforeseen Condition. The estimated charges shown on Page 1 include no allowance for subsurface rock, wetland, underground stream, buried waste, unsuitable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, or similar condition ("Unforeseen Condition"). If GPC encounters an Unforeseen Condition in connection with any GPC Activity, GPC, in its sole discretion, may slop all GPC Activity until Customer either remedies the condition or agrees to reimburse all GPC costs arising from the condition. Customer is responsible for all costs of modification or change to GPC Assets requested by Customer or dictated by an Unforeseen Condition or directed by an Unforeseen Condition of the condition of the condition.
- 7. GPC Asset Protection and Damage. Throughout the Term, in the event of any work or digging near GPC Assets, Customer (or any person or entity working on Customer's behalf) must: (i) provide notices and locate requests to the Georgia Utilities Protection Center ("UPC") and other utility owners or operators as required by the then-current Dig Law; (ii) coordinate with the UPC and any utility facility owner/operator as required by the Dig Law; and (iii) comply with the High-voltage Safety Act (O.C.G.A. §§46-3-30 46-3-40). As between Customer and GPC, Customer is responsible for any damage arising from failure to comply with applicable law or for damage to GPC Assets caused by anyone other than GPC or a GPC contractor, agent, or representative.
- 8. Pole Attachments. Nothing in this Agreement conveys to Customer any right to attach or affix anything to any GPC Asset. Customer agrees that it will not, and will not permit others to, rearrange, disconnect, remove, relocate, repair, atter, tamper with, or otherwise interfere with any GPC Asset. If Customer desires to attach or affix anything to GPC Assets, Customer must first obtain GPC's written consent. Customer may call GPC Lighting and Smart Services business unit at 1-888-660-5890 to request consent.
- 9. Interruction of Service. Customer understands that Service is provided on an "as is" and "as available" basis and may be interrupted. If there is a Service interruption, Customer must notify GPC. Following notice, GPC will restore Service, at no cost to Customer. Customer may notify GPC by either calling 1-888-660-5890 or by reporting online at: https://www.georgia.com/community/cuta\_es-and-stormcenter/power-outa\_e-overview/street-lipht-outa\_e.html.
- 10. <u>Disclaimer: Damages.</u> GPC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose, merchantability, or noninfringement) regarding Service, GPC Assets, or any GPC Activity. Customer acknowledges that, due to the unique characteristics of the Premises, Customer's needs, or selection of GPC Assets, the Service may not follow IESNA guidelines. Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, interruption of Service or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the loss or interruption of Service, GPC Assets, or this Agreement, or arising from damage, Indrance, or delay involving the Service, GPC Assets, or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable. To the extent GPC is liable under this Agreement, and to the extent allowed by applicable law, GPC's liability is expressly limited to: (i) with respect to the Service; or (ii) with respect to any other liability, to proven direct damages in an amount not to exceed \$100.00. Customer is solely responsible for safety of the Premises; Customer agrees that GPC has no obligation to ensure safety of the Premises, or negative impact to Customer or any third party that occurs at the Premises.
- 11. Risk Allocation. Each party will be responsible for its own acts and the results of its acts, except as otherwise described in this Agreement.
- 12. Georgia Security, Immigration, and Compliance Act. Customer is a "public employer" as defined by O.C.G.A. § 13-10-91 and this is a contract for physical performance of services in Georgia. Compliance with O.C.G.A. § 13-10-91 is a condition of this Agreement and is mandatory. GPC will provide to Customer a contractor's affidavit for installation services as required by O.C.G.A. § 13-10-91. If GPC employs any subcontractor in connection with installation under this Agreement, GPC also will secure from each subcontractor an affidavit attesting to compliance with O.C.G.A. § 13-10-91.
- 13. Default. Customer is in default if Customer: (i) does not pay the entire amount owed to GPC within 45 days after the due date; (ii) terminates this Agreement without proper notice and prior to the end of the then-current Term; or (iii) breaches any material term, warranty, covenant, or representation of this Agreement. GPC's waiver of a past or concurrent default will not waive any other default. If a default occurs, GPC may: (a) immediately terminate this Agreement; (b) remove any GPC Asset from the Premises; or (c) seek any available remedy provided by law, including the right to collect any past due amount, or any amount due for the Service during the remaining Term.
- 14. <u>Miscellaneous</u>. This Agreement contains the parties' entire agreement relating to the Service, GPC Assets, and GPC Activity and replaces any prior agreement, written or oral. Subject to applicable law, GPC may modify the terms of this Agreement by providing 30 days' prior written notice of such modification to Customer. If Customer uses the Service or makes any payment for the Service on or after the modification effective date, Customer accepts the modification. GPC's address for notice is 1790 Montreal Circle, Tucker, GA 30084-6801; Customer's address for notice is stated on Page 1. Either party may update administrative or contact information (e.g., address, phone, website) at any time by written notice to the other. Customer will not assign, in whole or in part, this Agreement or any right or obligation it has under this Agreement; any such assignment without GPC's prior written consent will be void and of no effect. In this Agreement; (i) "include(ing)" means "include, but are not limited to" or "including, without limitation"; (ii) "or" means "either or both" ("A or B" means "A or B or both A and B'); (iii) "e.g." means "for example, including, without limitation"; or "in writing" includes email communication. Georgia law governs this Agreement. If a court rules an Agreement provision and all other provisions remain effective.





## **Engineering Services Committee**

May 28, 2024

AO EESD WM Contract Extension 2

Department:	Office of the Administrator
Presenter:	Takiyah A. Douse, Interim Administrator
Caption:	Motion to <b>approve</b> 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. ( <b>Referred from April 30 Engineering Services Committee; no recommendation from Engineering Services Committee May 14, 2024; referred from May 22 Commission Meeting)</b>
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
<b>Recommendation:</b>	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</u> <u>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 3<sup>rd</sup>, 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. <u>Extension Compensation</u>. 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 <u>\$21.86</u> per home per month.

3. <u>Damages/Fines</u>. 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**

May 28, 2024

Minutes

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve the minutes of the Engineering Services Committee held on May 14, 2024.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
<b>Recommendation:</b>	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

August GEORGIA

ENGINEERING SERVICES COMMITTEE MEETING MINUTES Commission Chamber Tuesday, May 14, 2024 1:20 PM

#### ENGINEERING SERVICES

PRESENT Commissioner Catherine Smith-McKnight Commissioner Tony Lewis Commissioner Brandon Garrett

ABSENT Mayor Garnett Johnson Commissioner Alvin Mason

1. Approve the deed of dedication, maintenance agreement, and road resolution submitted by the Engineering Department for Governors Place Phase 1.

Motion to approve.

Motion made by Garrett, Seconded by Lewis. Voting Yea: Smith-McKnight, Lewis, Garrett

Motion carries 3-0.

 Approve and authorize Augusta Engineering accepting no-cost time extension to Georgia Environmental Protection Division (EPD) Section 319(h) FY21 Grant – Element 12 Phase 2 Biota Implementation in an Urban Stream through Aquatic Habitat Restoration and authorize mayor to execute associated documents. AE

Motion to approve.

Motion made by Garrett, Seconded by Lewis. Voting Yea: Smith-McKnight, Lewis, Garrett

Motion carries 3-0.

3. Approve Sole Source Procurement of Power Provider for Augusta Corporate Park Wastewater Pumping Station.

Motion to approve.

Motion made by Garrett, Seconded by Lewis. Voting Yea: Smith-McKnight, Lewis, Garrett

Motion carries 3-0.

Motion to delete this item from the agenda.

Motion made by Garrett, Seconded by Lewis. Voting Yea: Smith-McKnight, Lewis, Garrett

Motion carries 3-0.

 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 April 30 Engineering Services Committee)

Motion to approve referring this item to the full Commission with no recommendation.

Motion made by Garrett, Seconded by Smith-McKnight. Voting Yea: Smith-McKnight, Lewis, Garrett

Motion carries 3-0.

6. Motion to approve the minutes of the Engineering Services Committee held on April 30, 2024.

Motion to approve.

Motion made by Garrett, Seconded by Lewis. Voting Yea: Smith-McKnight, Lewis, Garrett

Motion carries 3-0.

 Discuss probation cleanup and the reason for reduction in the workforce by the Engineering Dept. Also discuss the relationship between the Marshal and Engineering Departments. (Requested by Commissioner Sean Frantom)

Motion to approve receiving this item as information.

Motion made by Garrett, Seconded by Smith-McKnight.

It was the consensus of the committee that this item be received as information without objection.

#### ADDENDUM ITEMS

1. Discuss modifying the Speed Hump Policy to allow the residents of the property to sign the petition opposed to the homeowner relating to the installation of the speed humps. (Requested by Commissioner Bobby Williams)

Motion to approve modifying the speed hump policy to limit the petition signatures to people who actually live on the street that are homeowners in order to reach the 50% plus one requirement.

Motion made by Garrett, Seconded by Lewis.

Voting Yea: Smith-McKnight, Lewis, Garrett

Motion carries 3-0.

- ltem 11.
- 2. An update on the lot maintenance and scheduling from Engineering and Central Serv Departments. (Requested by Commissioner Stacy Pulliam)

Motion to approve receiving this item as information.

Motion made by Garrett, Seconded by Smith-McKnight.

It was the consensus of the committee that this item be received as information without objection.

ltem 11.



**Committee Meeting** 

Meeting Date: May 28, 2024

Aggregate Material Need at the Landfill

Augusta's Projects Generated Concrete Waste Recovery to Aggregate Material

Supplement to Thompson Building Wrecking Company Contract - Bid 21-160

File Reference: 24-014 (A)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve Supplementing Thomson Building Wrecking Company, Inc. of Augusta Contract under Bid 21-160 in amount of \$71,775.00 for Augusta's Infrastructure Projects Generated Waste Concrete Material Aggregate Recovery & Hauling for its Beneficial Use at the Augusta Deans Bridge Road Landfill. AE
Analysis:	Since Thompson Building Wrecking Company (TBWC) was already under contract with Augusta, Georgia through Central Services Department for the jail project, it was cost effective timely measure for AEESD to work through the existing contract to obtain the surplus aggregate material from the jail project and to process the downtown sidewalk and roadway projects

	materials at the landfill, using the same crusher equipment used at the j	
Financial Impact:	Funds in amount of \$71,775 are available in Landfill FY2024 operational budget.	
Alternatives:	No alternate proposed	
Recommendation:	dation: Approve Supplementing Thomson Building Wrecking Company, Inc. of Augusta Contract under Bid 21-160 in amount of \$71,775.00 for Augusta's Infrastructure Projects Generated Waste Concrete Material Aggregate Recovery & Hauling for its Beneficial Use at the Augusta Deans Bridge Road Landfill. AE.	
Funds are available in the following accounts:	(\$71,775) 541-044210-52.11120 - Landfill FY2024 Operational Budget	
REVIEWED AND APPROVED BY:	HM/SR	



**ENGINEERING & ENVIR. SVCS. DEPARTMENT** 

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

TO:	Ms. Geri Sams, Director - Procurement
FROM:	Hameed Malik, Ph.D., PE, Director- Engineering & Environmental Services
DATE:	Friday, May 3, 2024
SUBJECT:	Aggregate Material Need at the Landfill Augusta's Projects Generated Concrete Waste Recovery to Aggregate Material Thompson Building Wrecking Company Contract – Bid 21-160 Funds Addition File Reference: 24-014(A)

This memo is to render a justification for aggregate material recovery at the Augusta Deans Bridge Road Solid Waste Facility (Landfill) under Bid21-160, 401 Walton Way Demolition. Thomson Building Wrecking Company, Inc. (Thomson) is under contract for demolition of the Augusta-owned 401 Walton Way structure. Bid 21-160 demolition included crushing and disposal of concrete material. Such crushed material is frequently needed at the Augusta Deans Bridge Landfill. Augusta Engineering (AE) downtown roadway improvements projects provided a second opportunity for receiving uncrushed concrete at the landfill. The following paragraphs state the reasoning for using Thompson services that yielded significant saving in aggregate material purchase.

The Landfill is frequently in need of aggregate materials for building and sustaining temporary and permanent roadways at the landfill to ensure all weather access for customers. Such access is a landfill regulatory permit compliance requirement. Historically, those materials are purchased from Martin Marietta quarry on Riverwatch Parkway where costs are incurred for both the material and for hauling to the landfill. As a cost reduction measure, AE explored options taking advantage of the aggregate material generated from multiple projects in Augusta-Richmond County. The first project was demolition of the Augusta 401 Walton Way structure. Aggregate material resulted from demolition and processing of an Augusta-owned asset so there was no cost for the material but there would be some cost for transport to the Landfill. Likewise, aggregate materials resulting from downtown roadway improvements projects had the potential to generate both large, bulky materials as well as processed aggregate materials. These materials, resulting from Augusta-owned public assets, were also free of charge as well as free of transport costs to the landfill (as part of the roadway project contracts). However, there would be costs associated with processing those materials into different sizes once at the landfill. Since Thompson was already under contract with Augusta, Georgia through Central Services Department for the 401 Walton Way Demolition project, it was cost effective timely measure for AE to work through the existing contract to obtain the surplus aggregate material from the 401 Walton Way project and to process the sidewalk and roadway project materials at the landfill, using the same crusher equipment used at the 401 Walton Way, once that project was completed. Cost incurred is on-site crushing charges and determined at its completion. Funds addition to 21-160 PO is to pay this on-site crushing charges.

Thank you.

/hm

cc: Darrell White & Nancy Williams, Procurement Department Oscar Flite and Walt Corban, AE / File

1|1Page

Augusta Engineering Administration 452 Walker Street, Suite 110 – Augusta, GA 30901 Office: (706) 796 – 5040 Fax: (706) 796 -5045 www.augustaga.gov



**Committee Meeting** Meeting Date: May 28, 2024 Landfill Compactors Rebuild Repair File Reference: 24-014(L)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve adding funds in amount of \$200,000 to Yancey Brothers Landfill Equipment Block Time contract for Rebuilding Landfill Compactors. Bid 23 114/AE
Background:	Augusta Deans Bridge Road Facility (Landfill) has continued need of reliable functioning equipment/machines, such as compactor, for placement & compaction of intake waste and to stay incompliance with its waste handling permit requirement. Landfill operations staff always look and evaluate cost effective & timely measures with this respect. Landfill has two (2) John Deere 850 bulldozers needing replacement. However, due to financial constraints, rebuilding these machines is an equally viable cost effective and time option. Landfill mechanics did not have the diagnostic hardware/software to do the rebuild. However, Yancey Brothers (Yancey) is under contract for landfill equipment repairs & maintenance and has tools & skilled mechanics to rebuild/assist in rebuild these machines. Hence. Yancey is tasked to check out damaged machines and assist in-house mechanics machines rebuilding. The Compactor is one of the most critical parts of operational equipment in landfill operations for achieving placed waste maximum compaction and optimized airspace utilization. Airspace directly correlates to landfill operational cost. Without the operating compactor, the landfill operation compliance becomes difficult and valuable airspace is lost.
Analysis:	Yancey is under contract for landfill equipment repairs and having Yancey perform a rebuild will restore the machines to like a new status. It also provides in-house mechanics opportunity to enhance their mechanical know- how and skills to do future repairs in-house, that will provide long range operational cost saving. In addition, there is around eighteen (18) months wait period to purchase new machine and cost is around \$1.8 million, hence rebuild damaged machines is cost effective and least wait option to get compactor back on working phase compacting waste.
Financial Impact:	Funds in amount of \$200,000 are available in Environmental Services Operation FY2024 budget (541044210/54.21110) Machinery/Equipment
Alternatives:	Not recommended.

<b>Recommendation:</b>	Approve adding funds in amount of \$200,000 to Yancey Brothers Landrun Equipment Block Time contract for Rebuilding Landfill Compactors. Bid 23- 114/AE
Funds are available in the following accounts:	(\$200,000) -541044210/54.21110 - Landfill Operations Budget

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



#### **Committee Meeting**

Meeting Date: May 28, 2024

Purchase and Installation of Street Lighting along Windsor Springs

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve the sole source purchase of new solar street lighting equipment to be placed along Windsor Springs between Meadowbrooke Dr. and Crosscreek Rd.
Background:	On September 5, 2023, the Augusta Commission directed the Augusta Engineering Department to install street lighting along Windsor Springs Road between Meadowbrooke Dr. and Crosscreek Rd with a budget not to exceed \$600,000. After reviewing multiple options, it was determined that solar street lighting would best serve the needs of commuters in this area for the money allocated.
Analysis:	The Augusta Engineering Department reviewed many different types of solar lighting available throughout the country. Fonroche Lighting America is the best product we discovered. This company has been in business for over a decade in both America and Europe. They include proprietary technology and materials in their products that no other solar street light manufacturer has. This sole source procurement will allow the Augusta Engineering Department to purchase the necessary solar street lighting materials for this project.
Financial Impact:	Adequate funds are available, and an expenditure of this amount will leave funding for other uses.
Alternatives:	Do not approve the sole source funding request.
<b>Recommendation:</b>	Approve the sole source purchase order request from Fonroche Lighting America in the amount of \$202,804.
Funds are available in the following accounts:	(\$202,804) 230041610-54.14410 – ARPA Streetlight funds
REVIEWED AND APPROVED BY:	HM/SR

**Print Form** 



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

Vendor:Fonroche Lighting America	E-Verify Number: _	1565390
Commodity: Solar Lighting Materials		
Estimated annual expenditure for the above commodity or se	rvice: \$	202,804

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).

X	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.)
Χ	4.	THIS IS THE ONLY KNOWN ITEM OR SERVICE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (Attach memorandum with details of specialized function or application.)
X	5.	THE PARTS/EQUIPMENT ARE REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION. (Attach memorandum describing basis for standardization request.)
	6.	NONE OF THE ABOVE APPLY. A DETAILED EXPLANATION AND JUSTIFICATION FOR THIS SOLE SOURCE REQUEST IS CONTAINED IN ATTACHED MEMORANDUM.

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

Name:	Hameed Malik	Department:	AE&ESD	Date:	5/15/24
Departm	ent Head Signature:	Sweng	for Hameed Malik	Date:	5/2024
Арргоvа	al Authority:	mp		Date:	5/20/24
Adminis	trator Approval: (required - not requir	ed)		Date:	/

COMMENTS:

4 La

## **ENGINEERING DEPARTMENT**

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

#### MEMORANDUM

то:	Geri Sams – Procurement Director
FROM: -	Hameed Malik, PE, Ph. D, Director Augusta Engineering Department
DATE:	May 15, 2024
SUBJECT:	Purchase Solar Street Lighting Materials for Windsor Spring

The Augusta Engineering Department is requesting the use of the sole source procurement process to acquire solar lighting materials to install along Windsor Springs Rd from Fonroche Lighting America.

Fonroche Lighting is the only product in this category that includes the necessary technology for Augusta to consider switching from traditional street lighting to solar powered street lighting. This product was demonstrated and reviewed in person in real life applications by AED staff. Fonroche is one of the few solar lighting companies that has longevity in this space. Their product incorporates proprietary technology such as solar panel and battery integration, use of NiMH batteries, and LoRa communications.

This sole source procurement will allow the Augusta Engineering Department to purchase the solar street lighting materials provided by Fonroche Lighting America in the amount of \$202,804.

JU/SR

cc: File



Fonroche Lighting America 4900 David Strickland Rd. Forest Hill, TX 76119 (817) 516-2056

Opportunity Owner Payment Terms Shipping Terms	Michael Montenaro 50% deposit, 50% Net 30 from Ship Date-contingent on credit approval Prices are FOB Origin	Quote Number Quote Name Quote Date Quote Expiration Date Est, Lead Time	00082885 G7653-AugustaGA-WindsorSpringRoad-RevA 4/5/2024 7/5/2024
Notes to the customer	Panels require clear, unshaded solar access to the		12-14 Weeks
Bill To Name	Augusta, GA	Ship To Name	Augusta Engineering Department
Bill To	United States	Ship To	1568 Broad Street Augusta, Georgia 30904 United States

Beware of Fraud: Any advance payment request will only be made on the basis of a proforma invoice sent by Fonroche Lighting America. Shipping estimated; final cost determined on day of shipping and added to invoice.

Forroche Model Number	Forrache Product Description	Price System	Quantity	Amount
[T54-CK16B-4K-T3] [P310F-4P]HW-MC Fixture Color: BK POLE: 25Ft. Round Tapered Pole-Direct Burial-1-6FT Arm -Arm Color: Black -Pole Color: BK	SmartLight Assembly with 1248Wh-24V NiMH Battery , special extreme temperature (from -40 °F to +158 °F), 310W solar module with Top of Pole assembly and Intelligent management/control system. Provisioned for Single Fixture configuration. Single Essential (Formerly CK16B) Fixture 4K Color TempType 3 Fixture Color: BK Power Assembly color is black. Mount: High wind and enhanced marine coating. 25Ft. Round Tapered Pole-Direct Burial-1-6FT Arm -Arm Color: Black -Pole Color is BK 5 Year Warranty All Night Lighting 365 Days a Year - Full Battery Replacement Assumes No Shading   Assumes little or no snow 10 Degrees Tilt 100% =38 Watts worst case conditions.T-PM: 5 hrs. @100%   T-N (Balance of night) @80%   T-AM: 1 hrs. @100%	USD 4,357	41.00	USD 178,637
[T54-CK16B-4K-T4] [P310F-4P]HW-MC Fixture Color: BK POLE: 25Ft. Round Tapered Pole-Direct Burial-1-6FT Arm -Arm Color: Black -Pole Color: BK	SmartLight Assembly with 1248Wh-24V NiMH Battery , special extreme temperature (from -40 °F to +158 °F), 310W solar module with Top of Pole assembly and Intelligent management/control system. Provisioned for Single Fixture configuration. Single Essential (Formerly CK16B) Fixture 4K Color TempType 4 Fixture Color: BK Power Assembly color is black. Mount: High wind and enhanced marine coating. 25Ft. Round Tapered Pole-Direct Burial-1-6FT Arm -Arm Color: Black -Pole Color is BK 5 Year Warranty All Night Lighting 365 Days a Year - Full Battery Replacement Assumes No Shading   Assumes little or no snow 10 Degrees Tilt 100% =38 Watts worst case conditions.T-PM: 5 hrs. @100%   T-N (Balance of night) @80%   T-AM: 1 hrs. @100%	USD 4,357	1.00	USD 4,357
GATEWAY	Fonroche Connect Gateway - Requires 3G/4G	USD 5,320	1.00	USD 5,320
	Total Line Items		USD	188,314



Fonroche Lighting America 4900 David Strickland Rd. Forest HIII, TX 76119 (817) 516-2056

Quote Total

USD 202,804

This quotation is subject to the following terms and conditions

Seller's Terms and Conditions of Sale in effect on the date of this order shall apply to this quote and are hereby incorporated by reference. Seller's Terms and Conditions of Sale may be viewed at <a href="https://www.fonrochesolarlighting.com/about-us/terms/">https://www.fonrochesolarlighting.com/about-us/terms/</a>.

Pricing is based on Fonroche Lighting America's Standard Terms & Conditions and any additional terms stipulated herein. It is the Representative's responsibility to convey these terms to the customer. Without prior written approval from Fonroche Lighting America's Sales Director, any deviation from these terms may constitute a change in this pricing at the time of order. In the event that Fonroche Lighting America's Conditions and any additional terms of order. In the event that Fonroche Lighting America's Sales Director, any deviation from these terms may constitute a change in this pricing at the time of order. In the event that Fonroche Lighting America's Conditions and any additional terms of the event that Fonroche Lighting America's Sales Director, any deviation from these terms may constitute a change in this pricing at the time of order. In the event that Fonroche Lighting America's Conditions are constructed at the time of order. In the event that Fonroche Lighting America's Conditions are constructed at the time of the event that Fonroche Lighting America's Conditions are constructed at the time of order. In the event that Fonroche Lighting America's Conditions are constructed at the time of the event that Fonroche Lighting America's Conditions are constructed at the time of the event that Fonroche Lighting America's Conditions are constructed at the time of the event that Fonroche Lighting America's Conditions are constructed at the time of the event that Fonroche Lighting America's Conditions are constructed at the time of the event that Fonroche Lighting America's Conditions are constructed at the time of the event that Fonroche Lighting America's Conditions are constructed at the time of the event that Fonroche Lighting America's Conditions are constructed at the time of the event terms are constructed at the time of the event terms are constructed at the terms are constructed at the



Fonroche Lighting America 4900 David Strickland Rd Forest Hill, TX 76119 339-225-4530 FonrocheSolarLighting.com

January 30, 2024

To whom it may concern:

Please find attached with this cover letter, technical data supporting Fonroche Lighting manufacturing of solar street lighting products, which are completely unique form any other, Worldwide

This product is purchased directly by institutions from Fonroche Lighting America, at the address listed above.

There are many types of battery technologies. In the attached document, you will find supporting technical data supporting Nickel Metal Hydride (NiMH) as superior in durability, cycle life, storage, transportation, and safety to other battery types. The attached technical document outlines how NiMH requires advanced engineering into battery management systems, and technical knowledge, which no other company has invested the significant resources into bringing NiMH technology into the solar lighting marketplace.

Fonroche has built the largest, solar lighting specific test laboratory in the World. Fonoche is the only manufacturer doing in-depth solar lighting battery life duration tests, analyzing depth of discharge, current rate, and temperature. These extensive tests are necessary to quantify battery durability and longevity in different conditions.

Fonorche is the only manufacturer completing in-depth validation on all the following sub-components: solar panel performance, mechanical design, transportation, telecommunication.

Fonroche is the only manufacturer using LoRa telecommunications in solar lighting, with 110,000 individual lights connected, all sending 7 million messages per day, allowing for continuous real time feedback and improvements in all climates, while having customer facing portal infrastructure monitoring.

Technical details supporting these topics and more are enclosed in the attached technical file.

If you desire additional information, please do not hesitate to contact me at 316-554-4180 at any time. Thank you for your interest in our systems.

Respectfully,

Hocine Benaoum

CEO, Fonroche Lighting America

IS THE NEW STANDARD



# **APPLICATION DESIGN**

## Windsor Spring Road

## Augusta, GA



 Project Number:
 G7653

 Date:
 3/19/2024

 Written by:
 Michael ZERMANI

 Version :
 A

93

## The global leader in solar lighting

Fonroche Lighting America is proud to be part of Fonroche Lighting, the global leader in off-grid solar street lighting. The deep resources and broader scope of an established market leader lets us take solar lighting even further, from the State Treasury in Salem, Oregon to the West African Republic of Senegal. Over 150,000 Fonroche SmartLight systems have been deployed worldwide.

With five offices in the USA and installations across the country, Fonroche is never far away. Some solution providers enter the solar lighting market—then move on. We're a reliable partner that sticks around. You get the responsive support and smart answers that you need now—and the confidence that we'll be here for you far in the future. And we can take on projects of any size, from local to national. That's why so many municipalities, military and federal facilities, tribes, commercial properties, and developers trust us to deliver the full promise of solar lighting.



## Feasibility of your solar lighting project

To guarantee powerful, cost-effective off-grid lighting, Fonroche operates its own design offices. We assess the feasibility of each project in four stages:

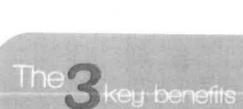
1. First, we define your lighting requirements.

2. Next, we analyze the last 10 years of local weather data to determine how much energy our PV panels will generate.

3. On this basis, we calculate what size and how many products we need to install.

Finally, our sales team draws up a cost estimate.





for your project

Item 14.

#### - OFF-GRID

100% solar, not connected to the utility grid. No outages. 363 hights of light a year – guaranteed.

#### POWERFUL

Powerful illumination, on a par with grid connected systems.

#### - COST-EFFICIENT

No maintenance for the first 10 years. Rapid installation. No operating costs.





## **Rightsized to your specific needs**



1 Project = 1 Study







### Simulation of product(s) over a typical year

Our teams have developed a solar sizing software application, which we use to determine which products will best meet your needs. We then simulate how these products operate over a typical year, based on the average conditions for **the last decade**.



Results

Based on our experience, we propose the **optimal solution** in terms of lighting **performance** and **cost effectiveness**.

## **10-Year Analysis of local**

#### weather data

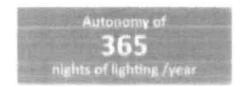
We use the **PVsyst** software suite and **Meteonorm** historical time series irradiation data to calculate the real-world operating conditions — orientation and tilt angle of the panel, shadow, etc. — and external parameters, such as direct and diffuse irradiation, temperature and the solar calendar.

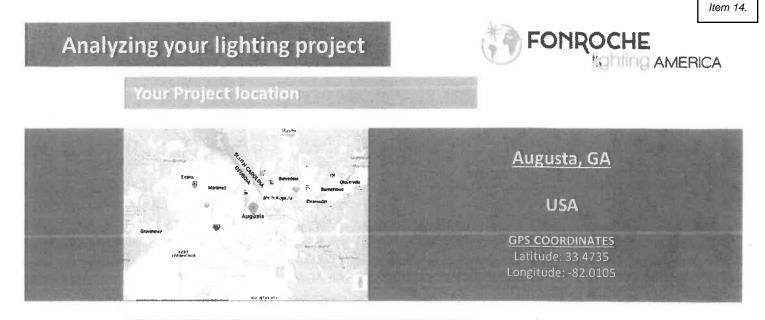


## Sizing the project to your needs

We use a set of key criteria to optimally specify your project:

- Average battery charge level over the year
- Minimum charge level
- Comparative analysis of energy generated by the panel vs. energy used by the system
- Worst-case scenario (lowest irradiation, longest night)

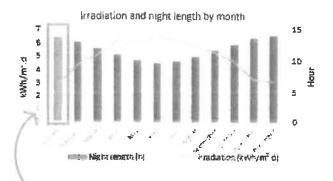




#### **Your Solar Potential**

We have analyzed the weather data for the last 10 years at your project location so that we can guarantee constant lighting every night of the year.





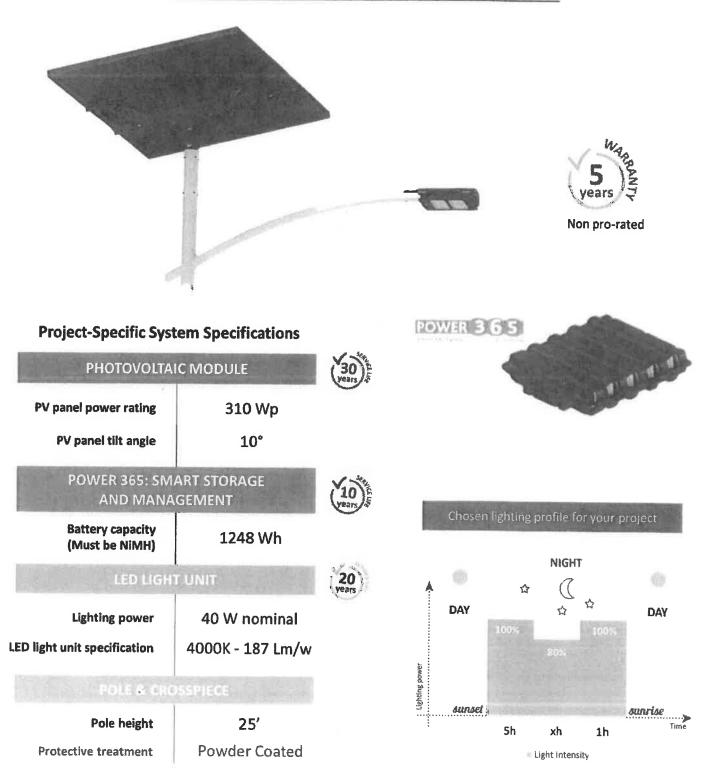
#### Average annual irradiation : 4.93kWh/m<sup>2</sup>.d

Sizing takes account of the month with the lowest irradiation and the longest night.





## **SMARTLIGHT SYSTEM CONFIGURATION**



## **Photometric survey results**



Item 14.

Zone	Average lighting level (fc)	Minimum	Uniformity (Avg/Min)	Spacing	Quantity
Intersection Area	0.54	0.1	5.40	200' straight	42
Split	0.55	0.1	5.50	line	1
TOTAL					42

Design targets: 200' spacing. Opposite pole arrangement before split, staggered after split.

## **Eco-friendly lighting**

#### Choose Fonroche — and we will reduce your environmental footprint. A standard streetlight consumes in average 80 W during 4200 h per year which represents 0.08x4200 x number of solar streetlight = X kWh of energy saving.

Once installed, solar lighting reduces CO<sub>2</sub> emissions by 1kWh = 0.99 lbs CO<sub>2</sub> compared to a grid-connected installation (https://www.eia.gov/)



#### **Recycling our components**

Long product service life and component recyclability are key aspects of Fonroche Lighting's environmental commitments. Our solar streetlights are over 90% recyclable.

Unlike lead-acid batteries, **NIMH batteries** do not contain any toxic chemicals. They are 98% recyclable — the nickel is extracted and used to make various materials, mostly stainless steel.

The solar panels have an extremely long service life. Even after 25 years, they will still be producing at least 80% of their initial peak power. So they can continue to be used. Alternatively, about 96% of their component materials can be recycled to make new panels.



# PHOTOMETRIC STUDY

\*Note: these results are only valid if the Smartlight PV panel is at an azimuth angle of zero degrees and is completely free of shadow.

\*\*These results are subject to change due to technological or regulatory advances. This technical report is valid for 60 days from the date you receive it.

٦

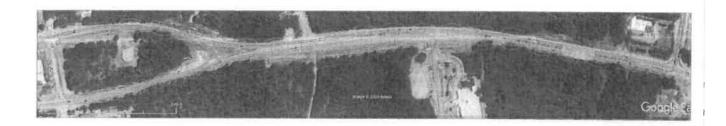
## Windsor Spring Road

Lighting Plan Rev A Project Number: G7653

L

By: Michael Zermani michael.zermani@fonroche.us Date:3/19/2024 FONROCHE

4900 David Strickland Road Forest Hill, TX 76119 Phone Number: (339) 225 4530 www.fonrochesolarlighting.com



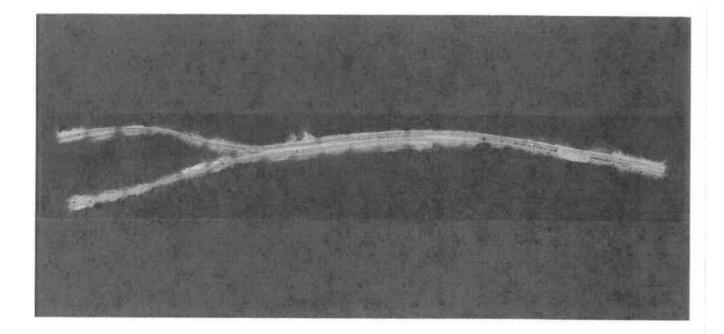
Luminaire Sched	ule		
Symbol C	ty Label	Arrangement	Total Lamp Lumens
4	1 T3-CK16B-4000K-38W	SINGLE	7106
1	T4-CK16B-4000K-38W	SINGLE	6840

## Windsor Spring Road

Lighting Plan Rev A Project Number: G7653

L

By: Michael Zermani michael.zermani@fonroche.us Date:3/19/2024 4900 David Strickland Road Forest Hill, TX 76119 Phone Number: (339) 225 4530 www.fonrochesolarlighting.com

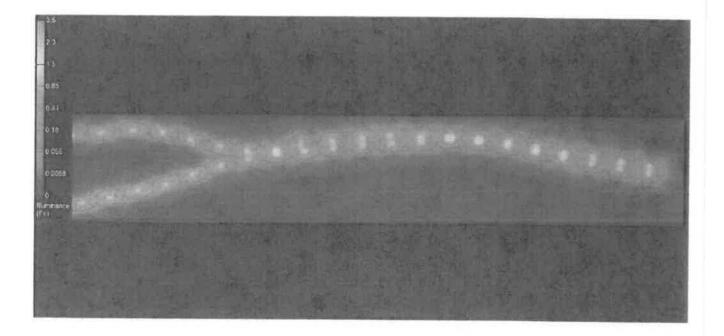


## Windsor Spring Road

Lighting Plan Rev A Project Number: G7653

L

By: Michael Zermani michael.zermani@fonroche.us Date:3/19/2024 FONROCHE ICI die CAMERICA 4900 David Strickland Road Forest Hill, TX 76119 Phone Number: (339) 225 4530 www.fonrochesolarlighting.com



٦

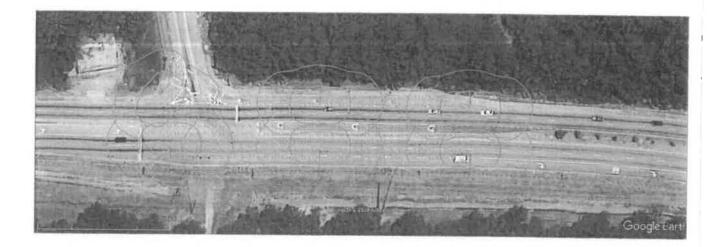
## Windsor Spring Road - Intersection

Lighting Plan Rev A Project Number: G7653

Г

L

By: Michael Zermani michael.zermani@fonroche.us Date:3/19/2024 FONROCHE Ighting AMERICA 4900 David Strickland Road Forest Hill, TX 76119 Phone Number: (339) 225 4530 www.fonrochesolarlighting.com



Symbol	Qty	Label		Arrangement	. 9%. 48	Total	Lamp L	umens	
	- 1	T4-CK16B-4000K-38W		SINGLE	1 1440	6840	126		
	15	T3-CK16B-4000K-38W		SINGLE		7106			
				all a meregenere reactanity	-27666-014	A 17 750 1			
C ATTLE MATCH	And the second second second second								
Calculation	Summary								
Calculation Label	Summary	CalcType	Units	Avg	M	ax	Min	Avg/Min	Max/Mir

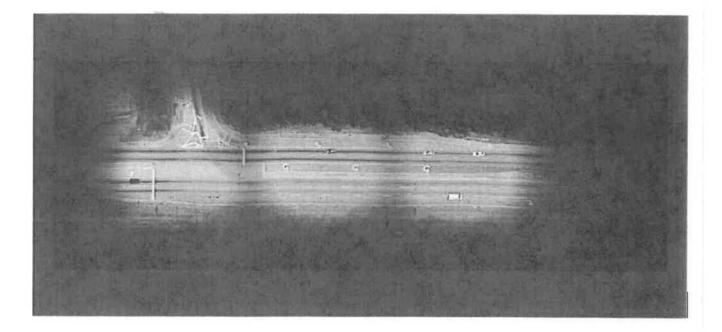
## Windsor Spring Road - Intersection

Lighting Plan Rev A Project Number: G7653

Γ

By: Michael Zermani michael.zermani@fonroche.us Date:3/19/2024 FONROCHE

4900 David Strickland Road Forest Hill, TX 76119 Phone Number: (339) 225 4530 www.fonrochesolarlighting.com



## Windsor Spring Road - Intersection

Lighting Plan Rev A Project Number: G7653

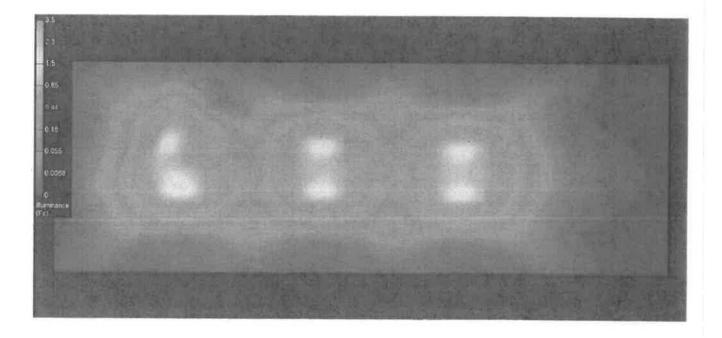
Γ

L

By: Michael Zermani michael.zermani@fonroche.us Date:3/19/2024



4900 David Strickland Road Forest Hill, TX 76119 Phone Number: (339) 225 4530 www.fonrochesolarlighting.com



## Windsor Spring Road - Split

Lighting Plan Rev A Project Number: G7653

Г

L

By: Michael Zermani michael.zermani@fonroche.us Date:3/19/2024 FONROCHE

4900 David Strickland Road Forest Hill, TX 76119 Phone Number: (339) 225 4530 www.fonrochesolarlighting.com

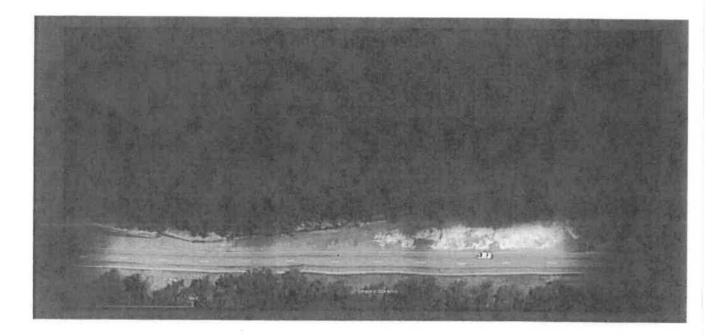


Symbol	i Qty	Label		Arrangement	To	tal Lamp	Lumens	
	: 3	T3-CK16B-4000K-38W		SINGLE	71	06	and the set of the	
		a second second second second second second		61) . I ALLENDER	- A 2 80	print of the provide		
Calculation	Summary							
Calculation Label Split	Summary	CalcType	Units	Avg 0.55	Max	Min	Avg/Min 5,50	Max/Mir

106

## Windsor Spring Road - Split

Lighting Plan Rev A Project Number: G7653 By: Michael Zermani michael.zermani@fonroche.us Date:3/19/2024 FORROCHE Ighting AMERICA 4900 David Strickland Road Forest Hill, TX 76119 Phone Number: (339) 225 4530 www.fonrochesolarlighting.com



## Windsor Spring Road - Split

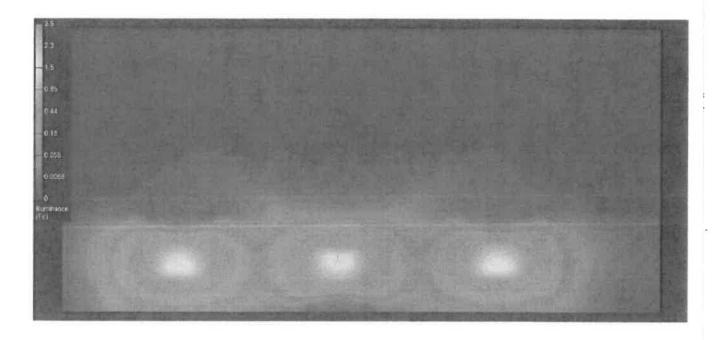
Lighting Plan Rev A Project Number: G7653

Г

By: Michael Zermani michael.zermani@fonroche.us Date:3/19/2024



4900 David Strickland Road Forest Hill, TX 76119 Phone Number: (339) 225 4530 www.fonrochesolarlighting.com



A few examples







# Solar lighting Your commitment to sustainability

Contact us

Michael Montenaro Regional Manager P: (339) 225-4530 x217 E: michael.montenaro@fonroche.us

FIND OUT MORE AT www.FonrocheSolarLighting.com

FONROCHE LIGHTING AMERICA | 4900 David Strickland Road Forest Hill, TX 76119 | USA Telephone : 339-225-4530

Augusta GEORGIA

Office of the Administrator

Takiyah A. Douse Interim Administrator

September 5, 2023

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

Dear Dr. Malik:

At their meeting held on Tuesday, September 5, 2023, the Augusta, Georgia Commission, acted on the following items:

18. Approved funding in the amount of \$1,283,905.00 for Atlas Technical Consultants LLC (Atlas) Supplemental Agreement #1 for Task Order Two (TO2) for Willis Foreman Road Improvements Project Right of Way Acquisition under On-Call Property Appraisal and Acquisition for Augusta Engineering contract. Requested by Engineering. RFP 22-147 - 23ENG146

19. Authorized and approved construction of street lights for Windsor Spring Road Corridor between Meadowbrook Dr. & Crosscreek Rd. Also, approve and authorize allocating \$600,000 from Street Lighting Program ARPA designated funds to the streetlights construction.

If you have any questions, please contact me.

In Service,

and

Takiyah A. Douse, Interim Administrator

TAD/nd



#### **Committee Meeting**

Meeting Date: May 28, 2024

Pole Installation for Street Lighting along Windsor Springs

Department:	Engineering & Environmental Services		
Presenter:	Dr. Hameed Malik, Director		
Caption:	Approve the sole source purchase of the installation of the poles for streetlights to be placed along Windsor Spring between Meadowbrook Dr. and Crosscreek Rd.		
Background:	On September 5, 2023, the Augusta Commission directed the Augusta Engineering Department to install street lighting along Windsor Springs Road between Meadowbrook Dr. and Crosscreek Rd with a budget not to exceed \$600,000. After reviewing multiple options, it was determined that solar street lighting would best serve the needs of commuters in this area for the money allocated. This will require a contractor for the installation of the poles on Windsor Spring.		
Analysis:	The Augusta Engineering Department reviewed many different types of solar lighting available and selected a vendor. After the street lighting poles are delivered, a contractor is needed for installation. It takes a specialized group of individuals and equipment to properly install tall poles safely. VM Ventures, Inc is the only company in this area that has the ability to install these types of poles safely and correctly in the public roadway. This sole source procurement will allow the Augusta Engineering Department to contract WM Ventures for pole installation.		
Financial Impact:	Adequate funds are available, and an expenditure of this amount will leave funding for other uses.		
Alternatives:	Do not approve the sole source funding request.		
<b>Recommendation:</b>	Approve the sole source purchase order request from WM Ventures, Inc. in the amount of \$41,980.61.		
Funds are available in the following accounts:	(\$41,980.61) 230041610-54.14410 – ARPA Streetlight funds		
REVIEWED AND APPROVED BY:	HM/SR		

R G

## **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:	May 15, 2024
SUBJECT:	Street Light Pole Installation

In September 2023, the Augusta Commission approved the installation of street lighting along Windsor Springs Road between MeadowBrooke Dr. and Crosscreek Rd. After the street lighting poles are delivered, the Augusta Engineering Department will need a contractor to install them. It takes a specialized group of individuals and equipment to properly install tall poles safely. WM Ventures, Inc. is the only company in this area that has the ability to install these types of poles safely and correctly in the public roadway. Their services are utilized by Georgia DOT, the Augusta Engineering Department, Columbia County, Georgia Power, and other nearby agencies and utility companies.

WM Ventures, Inc. is located in Marrow, Georgia and headquartered at 7175 Jonesboro Road, 30260. WM Ventures provides services throughout Georgia and the Southwest. Funding is available through American Rescue Act funds.

JU/SR

cc: File

**Print Form** 



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

Vendor:	WM Ventures	E-Verify Number:	 566603
Commodity:	Install Street Light Poles		
Estimated annual ex	penditure for the above commodity or se	rvice:	\$ 41,980.61

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.)
- THIS IS THE ONLY KNOWN ITEM OR SERVICE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (Attach memorandum with details of specialized function or application.)
- 5. THE PARTS/EQUIPMENT ARE REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION. (Attach memorandum describing basis for standardization request.)
- 6. NONE OF THE ABOVE APPLY. A DETAILED EXPLANATION AND JUSTIFICATION FOR THIS SOLE SOURCE REQUEST IS CONTAINED IN ATTACHED MEMORANDUM.

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

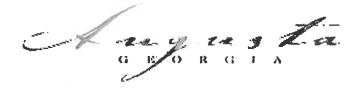
Name:	Hameed Malil	k Department:	AE&ESD	Date: 5/15/24
Department He	ad Signature:	Any >	14	Date: Dafk
Approval Auth	ority:	TADAM		Date: 5/21/24

Administrator Approval: (required - not required)

COMMENTS:

Х

Date:



## **ENGINEERING DEPARTMENT**

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

#### **MEMORANDUM**

TO:Ms Geri Sams – Procurement DirectorFROMHameed Malik, P.E., Ph D., Engineering DirectorDATE:May 15, 2024SUBJECT:Street Light Pole Installation

In September 2023, the Augusta Commission approved the installation of street lighting along Windsor Springs Road between MeadowBrooke Dr. and Crosscreek Rd. After the street lighting poles are delivered, the Augusta Engineering Department will need a contractor to install them. It takes a specialized group of individuals and equipment to properly install tall poles safely. WM Ventures, Inc. is the only company in this area that has the ability to install these types of poles safely and correctly in the public roadway. Their services are utilized by Georgia DOT, the Augusta Engineering Department, Columbia County, Georgia Power, and other nearby agencies and utility companies.

WM Ventures, Inc. is located in Marrow, Georgia and headquartered at 7175 Jonesboro Road, 30260. WM Ventures provides services throughout Georgia and the Southwest. Funding is available through American Rescue Act funds.

JU/SR

cc: File

Augusta Engineering Administration 452 Walker St, Suite 110 - Augusta, Georgia 30901 Phone: (706) 796-5040 - Fax: (706) 796-5045 www.augustaga.gov



7175 Jonesboro Road, Suite 200-B Morrow, GA 30260 Tel: (770) 319-7461 Fax: (678) 519-4409 www.wmventuresinc.com

April 23, 2024

Chris Murray Streetlight Operations Manager Augusta Richmond County Traffic Engineering

#### Dear Mr. Murray

We are pleased to provide you with a quote for the installation of poles on Windsor Spring, as per your request. Our team has meticulously calculated the costs involved, considering various factors to ensure accuracy and competitiveness in pricing.

#### Scope of Work:

- Setting 42 plus poles on Windsor Spring
- Utilizing a 5-man crew and necessary equipment
- Traffic Control (\$6,600)
- 11.5 Tons of Gravel (\$473.11)

#### Hourly Rate: \$698.15

#### Total Cost \$41,980.61

Quote Per Pole:

In addition to our hourly rate, we are providing a quote per pole: Cost per pole is \$999.54.

#### Rationale:

Our hourly rate is competitive and reflective of the expertise, efficiency, and quality assurance we bring to every project. By employing our services, you will experience significant cost savings compared to alternative methods such as Hydrovac usage.

#### **Special Considerations:**

Given the proximity of underground utilities, we understand the importance of safety and precision in our operations. In cases where underground utilities are close, our team will resort to hand-digging methods to ensure minimal disruption and maximum safety.

installation of poles on Windsor Spring. Please note that the total cost may vary based on any specific requirements or unforeseen circumstances encountered during the project. However, we assure you that we will

communicate any adjustments transparently and work diligently to stay within the agreed budget and timeline.

We appreciate the opportunity to provide this quote and remain at your disposal for any further clarification or discussion regarding your project needs. Thank you for considering WM Ventures Inc. for this important undertaking.

Kindly,

Troy Braddy Troy Braddy, Superin endent

Troy Braddy, Supering ndent WM Ventures Inc. (706) 305-8455 troybraddy.wm@gmail.com

Item 15.



#### **Committee Meeting**

Meeting Date: May 28, 2024

Purchase and Installation of Street Lighting along Wrightsboro Rd

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve the sole source purchase of new solar street lighting equipment to be placed along Wrightsboro Rd between North Leg Rd. and Highland Ave.
Background:	There is a major construction project coming soon to rebuild Wrightsboro Rd. between North Leg and Highland Ave. This is phase 2 of a previous project that rebuilt Wrightsboro Rd. between Barton Chapel and North Leg. Streetlighting is an important part of these proposed improvements. At the direction of the Augusta Commission, solar lighting was investigated and considered for this project.
Analysis:	The Augusta Engineering Department reviewed many different types of solar lighting available throughout the country. Fonroche Lighting America is the best product we discovered. This company has been in business for over a decade in both America and Europe. They include proprietary technology and materials in their products that no other solar street light manufacturer has. This sole source procurement will allow the Augusta Engineering Department to purchase the necessary solar street lighting materials for this project.
Financial Impact:	Adequate funds are available, and an expenditure of this amount will leave funding for other uses.
Alternatives:	Do not approve the sole source funding request.
<b>Recommendation:</b>	Approve the sole source purchase order request from Fonroche Lighting America in the amount of \$405,104.
Funds are available in the following accounts:	(\$405,104) 328041110-54.14410 - SPLOST 6 Recaptured funds
REVIEWED AND APPROVED BY:	HM/SR



**Print Form** 



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

Vendor:	Fonroche Lighting America	E-Verify Number:	 1565390	
Commodity:	Solar Lighting Materials			
Estimated annua	al expenditure for the above commodity or se	rvice:	\$ 405,104	/

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).

_ X _	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.)
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.)
X	5. THE PARTS/EQUIPMENT ARE REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION. (Attach memorandum describing basis for standardization request.)
	6. NONE OF THE ABOVE APPLY. A DETAILED EXPLANATION AND JUSTIFICATION FOR THIS SOLE SOURCE REQUEST IS CONTAINED IN ATTACHED MEMORANDUM.

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

Name:	Hameed Malik	Department:	AE&ESD	Date: 5/15/24
Departm	ent Head Signature:	Jun Chrey	Forttainerd Melik	Date: 5/20/2024
Approva	Authority:	g Noom		Date: 27 34
Adminis	trator Approval: (required - 1	not required)		Date:

COMMENTS:

Rev. 09/10/12

An 2 a

## **ENGINEERING DEPARTMENT**

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

#### MEMORANDUM

то:	Geri Sams – Procurement Director
FROM:	Hameed Malik, PE, Ph. D, Director Augusta Engineering Department
DATE:	May 15, 2024

SUBJECT: Purchase Solar Street Lighting Materials for Wrightsboro Rd

The Augusta Engineering Department is requesting the use of the sole source procurement process to acquire solar lighting materials to install along Wrightsboro Rd from Fonroche Lighting America.

Fonroche Lighting is the only product in this category that includes the necessary technology for Augusta to consider switching from traditional street lighting to solar powered street lighting. This product was demonstrated and reviewed in person in real life applications by AED staff. Fonroche is one of the few solar lighting companies that has longevity in this space. Their product incorporates proprietary technology such as solar panel and battery integration, use of NiMH batteries, and LoRa communications.

This sole source procurement will allow the Augusta Engineering Department to purchase the solar street lighting materials provided by Fonroche Lighting America in the amount of \$405,104.

JU/SR

cc: File



Fonroche Lighting America 4900 David Strickland Rd. Forest Hill, TX 76119 (817) 516-2056

Opportunity Owner	Michael Montenaro	Quote Number	00082956
Payment Terms	50% deposit, 50% Net 30 from Ship	Quote Name	G7454-AugustaGA-WrightsboroRd-RevC
	Date-contingent on credit approval	Quote Date	4/5/2024
Shipping Terms	Prices are FOB Origin	Quote Expiration Date	7/5/2024
		Est. Lead Time	12-14 Weeks
Notes to the customer	Panels require clear, unshaded solar access to the S	outh,	

Ship To Name	Augusta, GA
Ship To	United States

Beware of Fraud: Any advance payment request will only be made on the basis of a proforma invoice sent by Fonroche Lighting America. Shipping estimated; final cost determined on day of shipping and added to invoice.

Fonroche Model Number	Fonroche Product Description	Price System	Quantity	Amount
[T54-CK16B-4K-T3] [P310F-4P]HW-MC Fixture Color: BK POLE: 25Ft. Round Tapered Pole-Direct Burial-1-6FT Arm -Arm Color: Black -Pole Color: BK	SmartLight Assembly with 1248Wh-24V NiMH Battery , special extreme temperature (from -40 °F to +158 °F), 310W solar module with Top of Pole assembly and Intelligent management/control system. Provisioned for Single Fixture configuration. Single Essential (Formerly CK16B) Fixture 4K Color TempType 3 Fixture Color: BK Power Assembly color is black. Mount: High wind and enhanced marine coating. 25Ft. Round Tapered Pole-Direct Burial-1-6FT Arm -Arm Color: Black -Pole Color is BK 5 Year Warranty All Night Lighting 365 Days a Year - Full Battery Replacement Assumes No Shading   Assumes little or no snow	USD 4,357	76.00	USD 331,132
[T54-CK16B-4K-T4] [P160F-2P]HW-MC Fixture Color: BK POLE: 14Ft. Round Tapered Pole-Direct Buriat-1-4FT Arm -Arm Color: Black -Pole Color: BK	SmartLight Assembly with 624Wh-24V NiMH Battery, special extreme temperature (from -40 °F to +158 °F), 1 x 160W solar module with Top of Pole assembly and Intelligent management/control system. Provisioned for Single Fixture configuration. Single Essential (Formerly CK16B) Fixture 4K Color TempType 4 Fixture Color: BK Power Assembly color is black. Mount: High wind and enhanced marine coating. 14Ft. Round Tapered Pole-Direct Burial-1-4FT Arm -Arm Color: Black -Pole Color is BK 5 Year Warranty All Night Lighting 365 Days a Year - Full Battery Replacement Assumes No Shading   Assumes little or no snow 10 Degrees Tilt 100% =19 Watts worst case conditions.T-PM: 5 hrs. @100%   T-N (Balance of night) @80%   T-AM: 1 hrs. @100%	USD 2,882	16.00	USD 46,112
GATEWAY	Fonroche Connect Gateway - Requires 3G/4G	USD 5,320	1.00	USD 5,320
	Total Line Items Shipping and Handling			382,564 D 22,540

Quote Total

USD 405,104



Fonroche Lighting America 4900 David Strickland Rd. Forest Hill, TX 76119 (817) 516-2056

This quotation is subject to the following terms and conditions

.

Seller's Terms and Conditions of Sale in effect on the date of this order shall apply to this quote and are hereby incorporated by reference. Seller's Terms and Conditions of Sale may be viewed at <a href="https://www.fonrochesolarlighting.com/about-us/terms/">https://www.fonrochesolarlighting.com/about-us/terms/</a>.

Pricing is based on Fonroche Lighting America's Standard Terms & Conditions and any additional terms stipulated herein. It is the Representative's responsibility to convey these terms to the customer. Without prior written approval from Fonroche Lighting America's Sales Director, any deviation from these terms may constitute a change in this pricing at the time of order. In the event that Fonroche Lighting America's America's is unable recuperate difference in pricing from end customer, it may deduct the difference from representative's commission.



Fonroche Lighting America 4900 David Strickland Rd Forest Hill, TX 76119 339-225-4530 FonrocheSolarLighting.com

January 30, 2024

To whom it may concern:

Please find attached with this cover letter, technical data supporting Fonroche Lighting manufacturing of solar street lighting products, which are completely unique form any other, Worldwide

This product is purchased directly by institutions from Fonroche Lighting America, at the address listed above.

There are many types of battery technologies. In the attached document, you will find supporting technical data supporting Nickel Metal Hydride (NiMH) as superior in durability, cycle life, storage, transportation, and safety to other battery types. The attached technical document outlines how NiMH requires advanced engineering into battery management systems, and technical knowledge, which no other company has invested the significant resources into bringing NiMH technology into the solar lighting marketplace.

Fonroche has built the largest, solar lighting specific test laboratory in the World. Fonoche is the only manufacturer doing in-depth solar lighting battery life duration tests, analyzing depth of discharge, current rate, and temperature. These extensive tests are necessary to quantify battery durability and longevity in different conditions.

Fonorche is the only manufacturer completing in-depth validation on all the following sub-components: solar panel performance, mechanical design, transportation, telecommunication.

Fonroche is the only manufacturer using LoRa telecommunications in solar lighting, with 110,000 individual lights connected, all sending 7 million messages per day, allowing for continuous real time feedback and improvements in all climates, while having customer facing portal infrastructure monitoring.

Technical details supporting these topics and more are enclosed in the attached technical file.

If you desire additional information, please do not hesitate to contact me at 316-554-4180 at any time. Thank you for your interest in our systems.

Respectfully,

Hocine Benaoum

CEO, Fonroche Lighting America

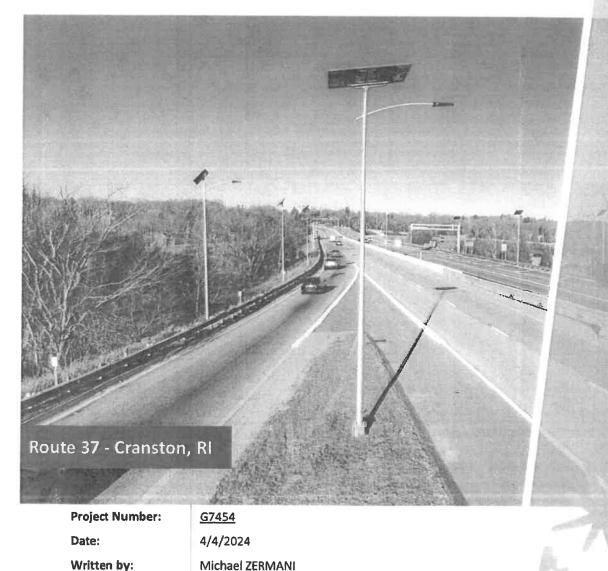
IS THE NEW STANDARD



# **APPLICATION DESIGN**

## Wrightsboro Road

Augusta, GA



С

Version :

Item 16.

## The global leader in solar lighting

Fonroche Lighting America is proud to be part of Fonroche Lighting, the global leader in off-grid solar street lighting. The deep resources and broader scope of an established market leader lets us take solar lighting even further, from the State Treasury in Salem, Oregon to the West African Republic of Senegal. Over 150,000 Fonroche SmartLight systems have been deployed worldwide.

With five offices in the USA and installations across the country, Fonroche is never far away. Some solution providers enter the solar lighting market—then move on. We're a reliable partner that sticks around. You get the responsive support and smart answers that you need now—and the confidence that we'll be here for you far in the future. And we can take on projects of any size, from local to national. That's why so many municipalities, military and federal facilities, tribes, commercial properties, and developers trust us to deliver the full promise of solar lighting.



## Feasibility of your solar lighting project

To guarantee powerful, cost-effective off-grid lighting, Fonroche operates its own **design offices**.

We assess the feasibility of each project in four stages:

First, we define your lighting requirements.

Next, we analyze the last 10 years of **local weather** data to determine how much energy our PV panels will generate.

On this basis, we **calculate** what size and how many products we need to install.

Finally, our sales team draws up a cost estimate.



Item 16.



#### OFF-GRID

100% solar, not connected to the utility grid. No outages 365 nights of light a year – guaranteed.

#### POWERFUL

Powerful illumination; on a par with grid-connected systems.

#### - COST-EFFICIENT

No maintenance for the first 10 years. Rapid installation. No operating costs.





Item 16.

**Rightsized to your specific needs** 



1 Project = 1 Study







#### Simulation of product(s) over a typical year

Our teams have developed a solar sizing software application, which we use to determine which products will best meet your needs. We then simulate how these products operate over a typical year, based on the average conditions for **the last decade**.



Results

Based on our experience, we propose the optimal solution in terms of lighting performance and cost effectiveness.

#### 10-Year Analysis of local

#### weather data

We use the **PVsyst** software suite and **Meteonorm** historical time series irradiation data to calculate the real-world operating conditions — orientation and tilt angle of the panel, shadow, etc. — and external parameters, such as direct and diffuse irradiation, temperature and the solar calendar.

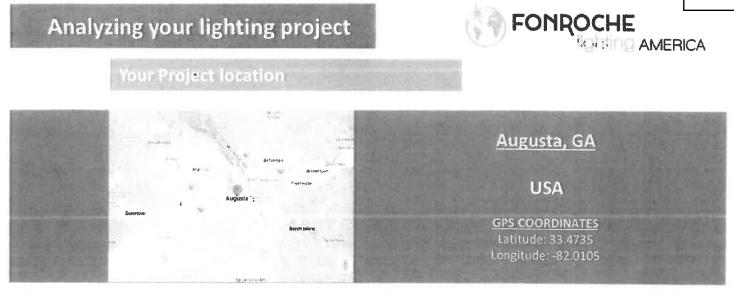


#### Sizing the project to your needs

We use a set of key criteria to optimally specify your project:

- Average battery charge level over the year
- Minimum charge level
- Comparative analysis of energy generated by the panel vs. energy used by the system
- Worst-case scenario (lowest irradiation, longest night)

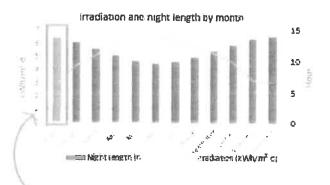




#### Your Solar Potential

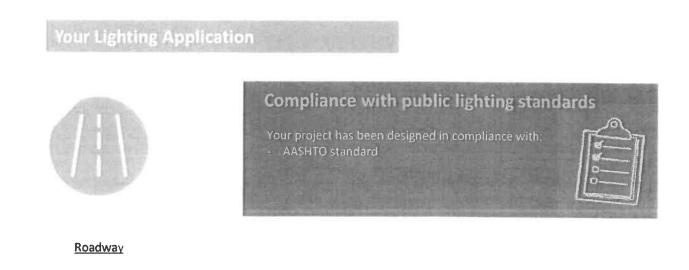
We have analyzed the weather data for the last 10 years at your project location so that we can guarantee constant lighting every night of the year.





#### Average annual irradiation : 4.93kWh/m<sup>2</sup>.d

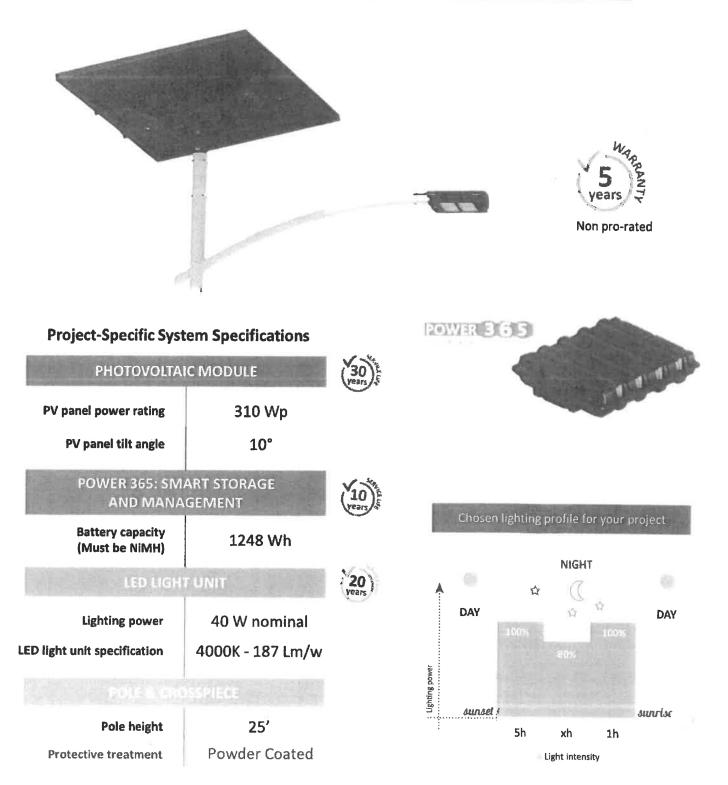
Sizing takes account of the month with the lowest irradiation and the longest night.



Item 16.

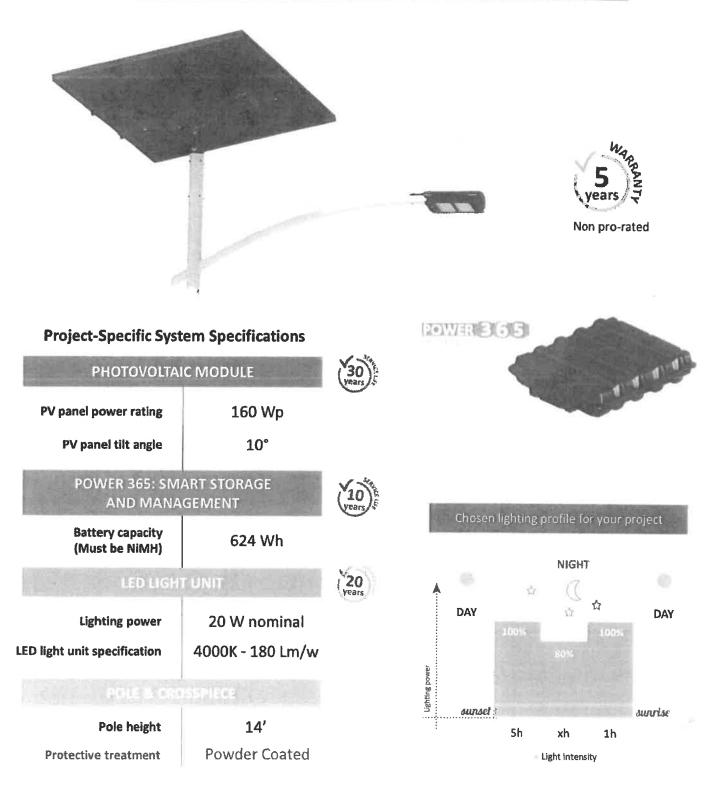
FONROCHE

## **SMARTLIGHT SYSTEM CONFIGURATION – 25' Pole**





## **SMARTLIGHT SYSTEM CONFIGURATION – 14' Pole**



#### Photometric survey results



Zone	Average lighting level (fc)	Minimum	Uniformity (Avg/Min)	Spacing	Quantity
Wrightsboro Road – 25' pole	0.68	0.1	6.80	200' straight line typical	76
Wrightsboro Road – 14' pole	0.14	0.0	NA	200' straight line typical	16
TOTAL					92

Design targets: 200' spacing. Respace poles as little of possible in cases of obstructions. 25' poles on both sides of the road where allowed. 14' poles on one side of the road otherwise.

## Eco-friendly lighting

Choose Fonroche — and we will reduce your environmental footprint. A standard streetlight consumes in average 80 W during 4200 h per year which represents 0.08x4200 x number of solar streetlight = X kWh of energy saving.

> Once installed, solar lighting reduces CO<sub>2</sub> emissions by **1kWh = 0.99 lbs** CO<sub>2</sub>

compared to a grid-connected installation. (https://www.eia.gov/)

#### **Recycling our components**

Long product service life and component recyclability are key aspects of Fonroche Lighting's environmental commitments. Our solar streetlights are over 90% recyclable.

Unlike lead-acid batteries, **NIMH batteries** do not contain any toxic chemicals. They are 98% recyclable — the nickel is extracted and used to make various materials, mostly stainless steel.

The solar panels have an extremely long service life. Even after 25 years, they will still be producing at least 80% of their initial peak power. So they can continue to be used. Alternatively, about 96% of their component materials can be recycled to make new panels.



# PHOTOMETRIC STUDY

\*Note: these results are only valid if the Smartlight PV panel is at an azimuth angle of zero degrees and is completely free of shadow.

**\*\***These results are subject to change due to technological or regulatory advances. This technical report is valid for 60 days from the date you receive it.

Item 16.

٦

#### Wrightsboro Road - West

Lighting Plan Rev C Project Number: G7454

Γ

By: Michael Zermani michael.zermani@fonroche.us Date:4/4/2024 FONROCHE ighting AMERICA 4900 David Strickland Road Forest Hill, TX 76119 Phone Number: (339) 225 4530 www.fonrochesolarlighting.com



Luminaire S		No. of the content of		P. Mar. Managers, and an experimental set of the system of the
Symbol	Qty 54	Label T3-CK16B-4000K-38W	Arrangement	Total Lamp Lumens 7106
	1	AN ANY A REPORT OF THE PROPERTY OF A DATA AND AND A DATA AND A DATA AND A DATA AND A DATA AND AND AND AND AND AND AND AND AND AN	Burlink, count day fan ar war	A company of the second second

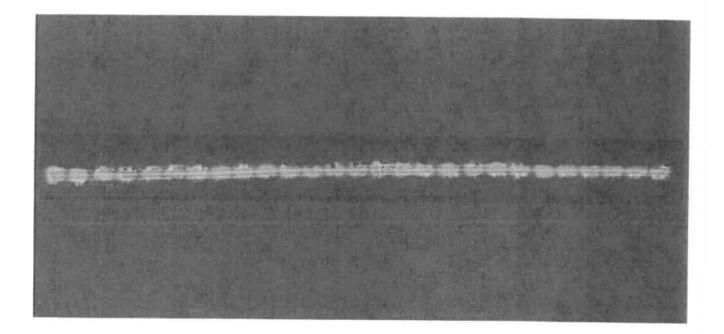
### Wrightsboro Road - West

Lighting Plan Rev C Project Number: G7454

L

By: Michael Zermani michael.zermani@fonroche.us Date:4/4/2024





Item 16.

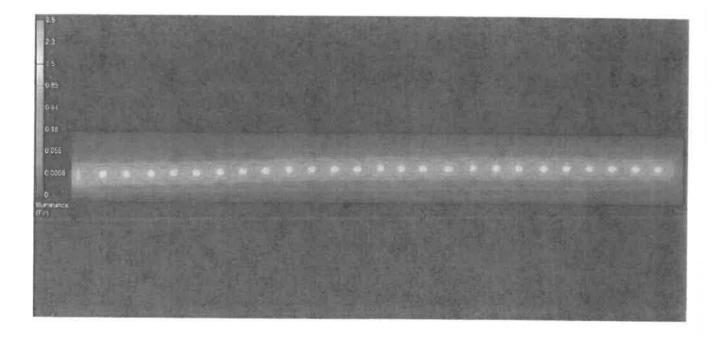
### Wrightsboro Road - West

Lighting Plan Rev C Project Number: G7454

L

By: Michael Zermani michael.zermani@fonroche.us Date:4/4/2024





٦

## Wrightsboro Road - East

Lighting Plan Rev A Project Number: G7454

Γ

L

By: Michael Zermani michael.zermani@fonroche.us Date:4/4/2024



Luminaire Sc	hedule			
Symbol	Qty	Label	Arrangement	Total Lamp Lumens
	22	T3-CK16B-4000K-38W	SINGLE	7106
	16	T4-CK16B-4000K-19W	SINGLE	3420
	A 19411 -	F F BALLENDE S Y REPORTED FOR SHEET F F 2 12 12	4 ag at service star a	

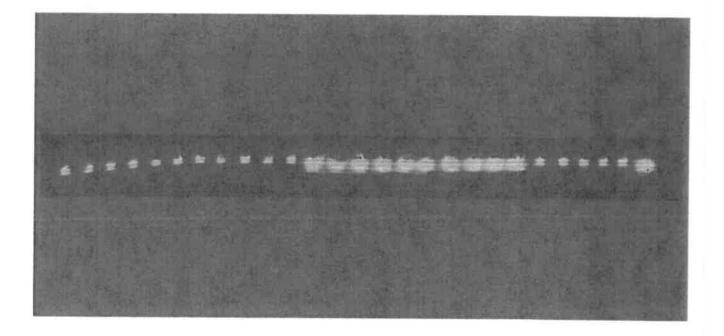
Item 16.

#### Г

L

### Wrightsboro Road - East

Lighting Plan Rev A Project Number: G7454 By: Michael Zermani michael.zermani@fonroche.us Date:4/4/2024



## Wrightsboro Road - East

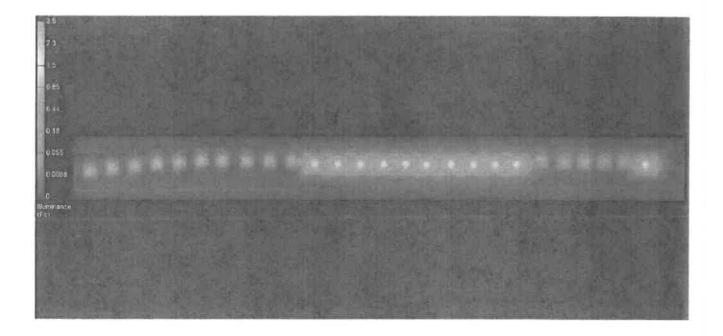
Lighting Plan Rev A Project Number: G7454

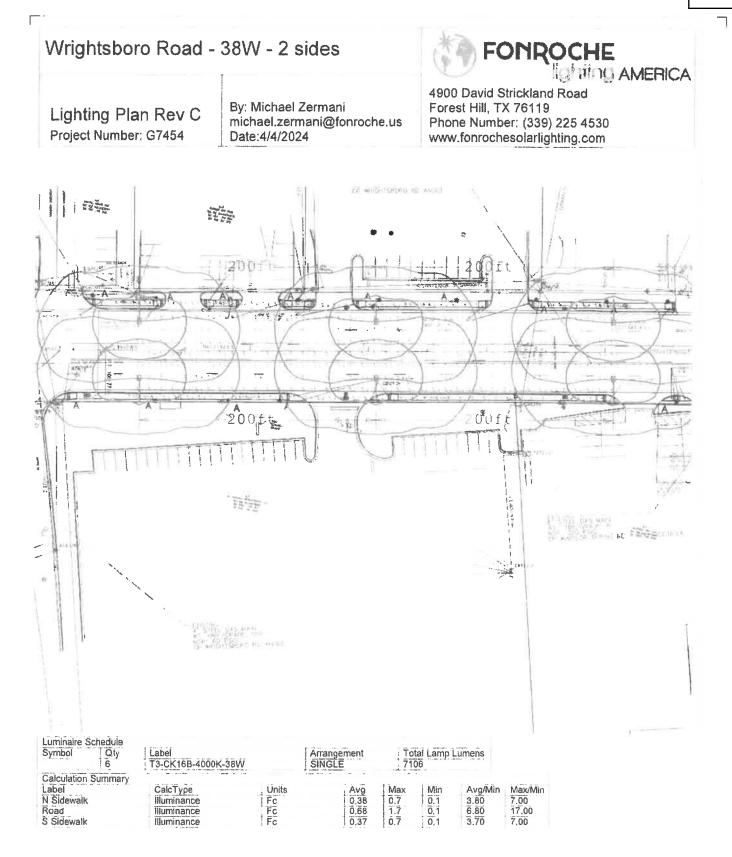
Γ

L

By: Michael Zermani michael.zermani@fonroche.us Date:4/4/2024 4900 David Strickland Road

Forest Hill, TX 76119 Phone Number: (339) 225 4530 www.fonrochesolarlighting.com





Item 16.

#### Wrightsboro Road - 38W - 2 sides

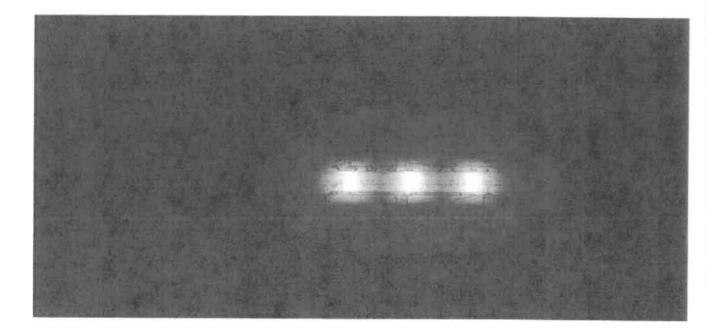
Lighting Plan Rev C Project Number: G7454

Г

L

By: Michael Zermani michael.zermani@fonroche.us Date:4/4/2024





Item 16.

## Wrightsboro Road - 38W - 2 sides

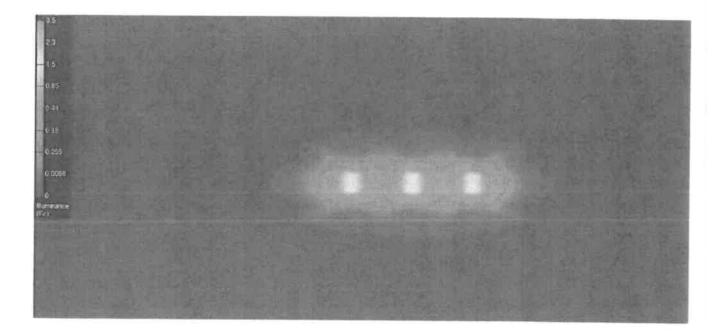
Lighting Plan Rev C Project Number: G7454

 $\square$ 

L

By: Michael Zermani michael.zermani@fonroche.us Date:4/4/2024





٦

Lighting Plan Rev C michael.zermani@fonroche.us Date:4/4/2024 1220 11-1 1200 Ì 200 f. 2 21 1 fe ì - State STEE GAS MAIN GRADE: UNK SHORD PD ANODE

Luminaire Schedule Symbol Qty 3 Label T4-CK16B-4000K-19W Arrangement SINGLE Total Lamp Lumens 3420 Calculation Summary Max 1.4 2.1 0.0 Units Fc Fc Fc CalcType Illuminance Ávg/Min N.A. N.A. N.A. Label Avg 0.31 0.14 Min Max/Min N Sidewalk Road 0.0 0.0 0.0 N.A. N.A. N.A. Illuminance Illuminance S Sidewalk 0.00

#### Wrightsboro Road - 19W - 1 side

Project Number: G7454

Г

į "In. T.

P

By: Michael Zermani

# 

SAF ALSES



Item 16.

## Wrightsboro Road - 19W - 1 side

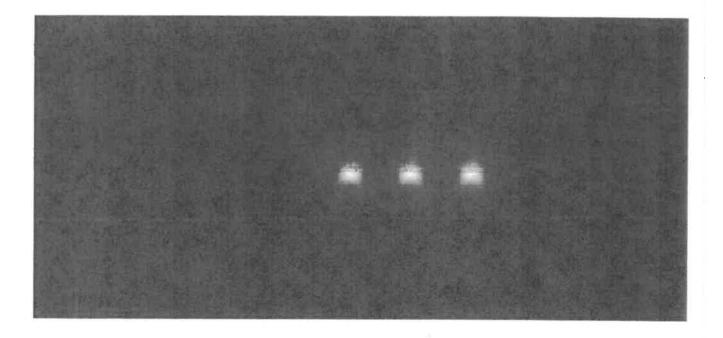
Lighting Plan Rev C Project Number: G7454

Γ

L

By: Michael Zermani michael.zermani@fonroche.us Date:4/4/2024





## Wrightsboro Road - 19W - 1 side

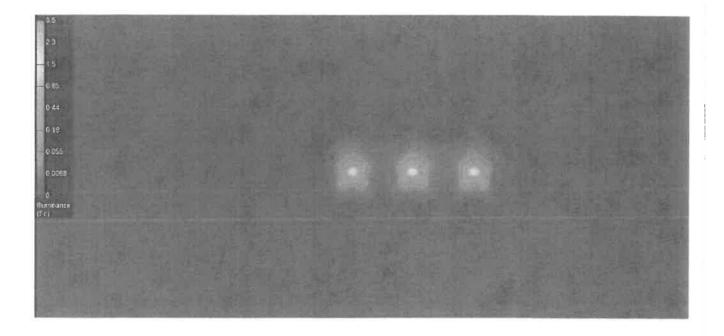
Lighting Plan Rev C Project Number: G7454

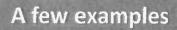
**[**\_\_\_\_

L

By: Michael Zermani michael.zermani@fonroche.us Date:4/4/2024

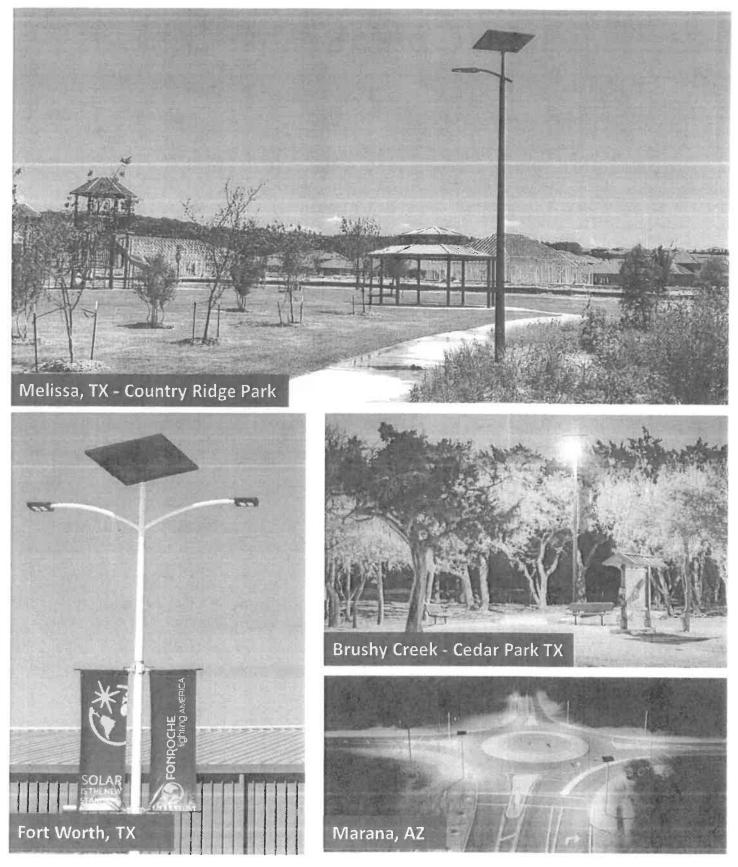








Item 16.





## Solar lighting Your commitment to sustainability

Contact us

Michael Montenaro Regional Manager P: (339) 225-4530 x217 E: michael.montenaro@fonroche.us

FIND OUT MORE AT

www.FonrocheSolarLighting.com

FONROCHE LIGHTING AMERICA | 4900 David Strickland Road Forest Hill, TX 76119 | USA Telephone : 339-225-4530



#### **Committee Meeting**

Meeting Date: May 28, 2024

Purchase and Installation of Street Lighting along Jimmie Dyess Pkwy

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve the sole source purchase and installation of new street lighting along Jimmie Dyess Parkway between Wrightsboro Road and 2,500 feet south of the Richmond County line.
Background:	Recently, at the request of the Augusta Commission, a quote was received from Georgia Power to install approximately \$500,000 worth of street lighting along Jimmie Dyess. The Augusta Commission approved the funding for this project on January 2, 2024, agenda item #14.
Analysis:	This sole source purchase will allow Georgia Power to procure and install street lighting along Jimmie Dyess from Wrightsboro Rd. south to the project's end. Georgia Power is the only electrical utility available to serve this area and the only company that can install and power street lighting along Jimmie Dyess Pkwy.
Financial Impact:	Adequate funds are available, and an expenditure of this amount will leave funding for other uses.
Alternatives:	Do not approve the sole source funding request.
<b>Recommendation:</b>	Approve the sole source purchase order request from Georgia Power in the amount of \$483,000.
Funds are available in the following accounts:	(\$483,000) 230041610-54.14410 - ARPA Streetlight funds
<u>REVIEWED AND</u> <u>APPROVED BY:</u>	HM/SR



**Print Form** 

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

Vendor:	Georgia Power	E-Verify Number:	425539
Commodity:	Street Lighting Installation		
Estimated annual	expenditure for the above commodity or s	ervice: \$	483,000

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.)
- 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:	Hameed Malik	Department:	AE&ESD	Date:	5/15/24
Department Head	l Signature:	m		Date:	5717/24
Approval Author	ity:	GASAM		Date:	5/17/24
Administrator Aj	pproval: (required - n	ot required)		Date:	, ,
COMMENTS:					

Rev. 09/10/12



## **ENGINEERING DEPARTMENT**

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

#### MEMORANDUM

TO:	Geri Sams – Procurement Director
FROM:	Hameed Malik, PE, Ph. D, Director Augusta Engineering Department
DATE:	May 15, 2024
SUBJECT:	Install Street Lighting along Jimmie Dyess Parkway

The Augusta Engineering Department is requesting the use of the sole source procurement process to pay a proposal from Georgia Power for the installation of approximately 2,500 feet of street lighting along Jimmie Dyess Parkway.

The Augusta Commission discussed and approved funding for the first phase of street lighting along Jimmie Dyess Pkwy in January 2024. Georgia Power is the only electrical utility that serves this area and the only company that can procure, install, and power the requested street lighting.

This sole source procurement will allow the Augusta Engineering Department to pay the proposal provided by Georgia Power in the amount of \$483,000.

JU/SR

cc: File

#### **Lighting Services Agreement**

tem	17.

1

#### 📥 Georgia Power

Project # LP91778

Custome	Istomer Legal Name AUGUSTA RICHMOND CO							
Service A	ddress	0 JIN	AMY DYES	5 AUGUSTA	GA 30901		County	Richmond - GA
Mailing A	ddress	452	WALKER S	T STE 110 A	UGUSTA GA 30901			
Email					Tel #		Alt Tel #	
Tax ID#	4274				Business Description			-
Existing Custome	Yes 🛙	Z No	□ If Yes ( the Ser	and if possi vice added	ble), does customer want to an existing account?	Yes 🗋 No 🗹	If Yes, which Account Num	ber?
					Selected Compone	ents		
Actio	n C	2ty	Wattage	Туре		Descrip	otion	

INS	24	190	LED	Area		
Service Co	ost (\$)	Regulated	d Cost (\$)*	Monthly Cost (\$)*	Term (Months)	1
	\$635.28		\$204.72	\$840.00		

\* The actual Regulated Cost will be calculated using the tariffs approved by Georgia Public Service Commission at the time of billing. The estimate is based on Summer Rates in effect at the time of this proposal. Excludes applicable sales tax.

Project Notes:	

Customer agrees to this Lighting Services Agreement with Georgia Power Company under the attached terms and conditions and authorizes all actions noted on this agreement.

Customer also agrees to allow removal of existing lights. Yes 🔲 N/A 🗋

Туре	Customer	Tariff	Content	
NESC	Gov	EOL	NLC	

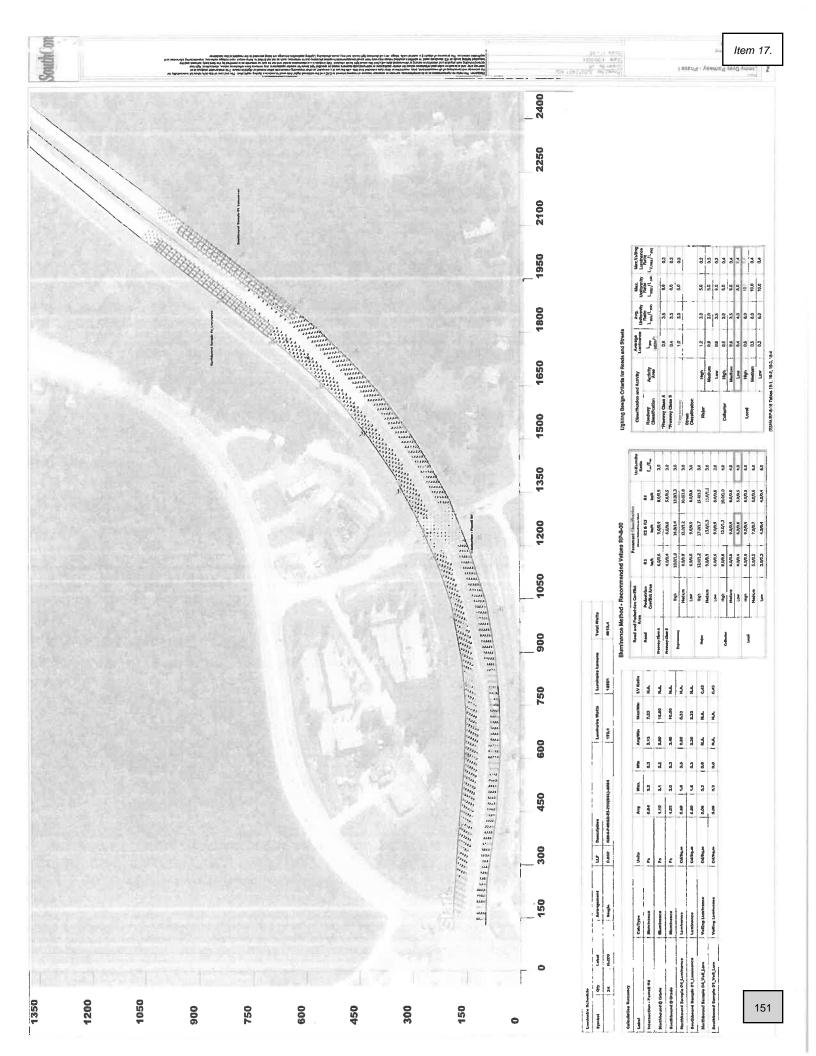
Pre-Payment (\$)	)
\$483,000.00	

Customer recognizes that the individual signing this Agreement on its behalf has authority to do so.

Customer Authorization	Georgia Power Authorization
Signature:	Signature:
Print Name:	Print Name: Jennifer Williams
Print Title:	Print Title: Account Exec
Date:	Date:

#### **TERMS and CONDITIONS (Lighting – Governmental Service)**

- Agreement Scope. This Lighting Services Agreement ("Agreement") establishes the terms and conditions under which Georgia Power Company ("GPC") will provide lighting and related service (collectively, the "Service") to the customer identified on Page 1 ("Customer") at the Service Address shown on Page 1 (the "Premises"). GPC may install, update, modify, or replace any GPC-owned pole, base, wiring, conduit, fixture, control, equipment, device, or related item at the Premises (collectively, "GPC Assets") for any reason related to the Service or to use of GPC Assets.
- 2. Term and Termination. The initial Agreement term is stated on Page 1, calculated from the date of the first bill. After the initial lerm, this Agreement automatically renews on a month-to-month basis until terminated by either party by providing written notice of intent to terminate to the other party (in accordance with the notice provisions of the Miscellaneous section below) at least 30 days before the desired termination date. The initial term and any renewal term or terms are collectively the "Term."
- 3. Intent and Title. This Agreement governs GPC's provision of the Service to Customer and is not a sale, lease, or licensing of goods, equipment, property, or assets of any kind. GPC retains the sole and exclusive right, title, and interest in and to all GPC Assets. Customer acknowledges that GPC Assets, although attached to real property, always will remain the exclusive personal property of GPC and that GPC may remove GPC Assets upon Agreement termination. GPC makes no representation or warranty regarding treatment of this transaction by the Internal Revenue Service or the status of this transaction under any federal or state tax law. Customer enters into this Agreement in sole reliance upon its own advisors.
- 4. <u>Payment</u>. GPC will invoice Customer monthly for the Monthly Cost as described on Page 1. The Service Cost portion of the Monthly Cost will renew at the amount shown on Page 1, but the Regulated Cost portion will be determined by the applicable Georgia Public Service Commission-approved tariff at the time of billing. Customer agrees to pay the total amount billed in full by the invoice due date. If a balance is outstanding past the due date, Customer acknowledges that GPC may require Customer to pay a deposit of up to two times the Estimated Monthly Charge in order to continue Service. If applicable, Customer must provide a copy of its Georgia sales tax exemption certificate. Customer must pay costs associated with any Customer-initiated change to the Service after the date of this Agreement.
- 5. <u>Premises Activity</u>. Customer hereby grants to GPC and its contractors, agents, and representatives the right and license to enter the Premises at any time to perform any activity related to the Service or to GPC's use of the GPC Assets, including the right to access the Premises with vehicles, GPC Assets, or other tools or equipment, and to survey, dig, or excavate, in order to: (i) install and connect GPC Assets, provide Service, or provide or install any other service; (ii) inspect, maintain, test, replace, repair, disconnect, or remove GPC Assets; (iii) install additional equipment or devices on GPC Assets; or (iv) conduct any other activity reasonably related to the Service or GPC Assets (collectively, "GPC Activity"). Customer represents or warrants that it has the right to permit GPC to provide to perform the GPC Activity upon the Premises and, if applicable, has obtained express written authority and required permission from all Premises owners, and any other person or entity with rights in the Premises, to enter into this Agreement and to authorize the GPC Activity and the Service.
- 6. Installation and Underground Work. Customer recognizes that the Service requires installation of GPC Assets. Customer warrants or covenants that: (i) the Premises' final grade will vary no more than six inches from the grade existing at the time of installation; and (ii) if applicable and required for proper installation, Premises property lines will be clearly marked before installation.
  - A. <u>Customer Work</u>. If GPC, upon Customer's request, allows Customer, itself or through a third party, to perform any activity related to installation of GPC Assets (including trenching), Customer warrants or covenants that the work will meet GPC's installation specifications (which GPC will provide to Customer and which are incorporated by this reference). Customer must provide GPC at least 10 days' prior written notice of its schedule for the work, so that GPC can schedule GPC's installation work promptly thereafter. Customer will be responsible for any additional costs arising from non-compliance with GPC's specifications, Customer's failure to complete Customer's work by the agreed completion date, or failure to provide GPC timely notice of any schedule change.
  - B. Underground Facility/Obstruction Not Subject to Dig Law. Because GPC Activity may require excavation not subject to the Georgia Utility Facility Protection Act (O.C.G.A. §§25-9-1 – 25-9-13) ("Dig Law"), Customer must mark any private utility or facility (e.g., gas/water/sewer line; irrigation facility; fiber/data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law. If GPC causes or incurs damage due to Customer's failure to mark a private facility or obstruction before GPC commences GPC Activity, Customer is responsible for all damages and any loss or damage resulting from any such delay.
  - C. <u>Unforeseen Condition</u>, The estimated charges shown on Page 1 include no allowance for subsurface rock, wetland, underground stream, buried waste, unsuitable soil, underground obstruction, archeological artifact, buriel ground, threatened or endangered species, hazardous substance, or similar condition ("Unforeseen Condition"). If GPC encounters an Unforeseen Condition in connection with any GPC Activity, GPC, in its sole discretion, may stop all GPC Activity until Customer either remedies the condition or agrees to reimburse all GPC costs arising from the condition. Customer is responsible for all costs of modification or change to GPC Assets requested by Customer or dictated by an Unforeseen Condition or discusted by Customer of dictated by an Unforeseen Condition or change to GPC Assets requested by Customer or dictated by an Unforeseen Condition or change to GPC Assets requested by Customer or dictated by an Unforeseen Condition or change to GPC assets requested by Customer or dictated by an Unforeseen Condition or change to GPC assets requested by Customer or dictated by an Unforeseen Condition or discusted by an Unforeseen Condition or change to GPC assets requested by Customer or dictated by an Unforeseen Condition or change to GPC assets requested by Customer or dictated by an Unforeseen Condition or change to GPC assets requested by Customer or dictated by an Unforeseen Condition or change to GPC assets requested by Customer or dictated by an Unforeseen Condition or change to GPC assets requested by Customer or dictated by an Unforeseen Condition or change to GPC assets requested by Customer or dictated by an Unforeseen Condition or change to GPC assets requested by Customer or dictated by an Unforeseen Condition or change to GPC assets requested by Customer or dictated by an Unforeseen Condition or change to GPC assets requested by Customer or dictated by Customer or dictated by an Unforeseen Condition or change to GPC assets requested by Customer or dictated by Customer or dictated by Customer
- 7. GPC Asset Protection and Damage. Throughout the Term, in the event of any work or digging near GPC Assets, Customer (or any person or entity working on Customer's behalf) must: (i) provide notices and locate requests to the Georgia Utilities Protection Center ("UPC") and other utility owners or operators as required by the then-current Dig Law; (ii) coordinate with the UPC and any utility facility owner/operator as required by the Dig Law; and (iii) comply with the High-voltage Safety Act (O.C.G.A. §§46-3-30 -- 46-3-40). As between Customer and GPC, Customer is responsible for any damage arising from failure to comply with applicable law or for damage to GPC Assets caused by anyone other than GPC or a GPC contractor, agent, or representative.
- 8. Pole Attachments. Nothing in this Agreement conveys to Customer any right to attach or affix anything to any GPC Asset. Customer agrees that it will not, and will not permit others to, rearrange, disconnect, remove, relocate, repair, alter, tamper with, or otherwise interfere with any GPC Asset. If Customer desires to attach or affix anything to GPC Assets, Customer must first obtain GPC's written consent. Customer may call GPC Lighting and Smart Services business unit at 1-888-660-5890 to request consent.
- 9. Interruption of Service. Customer understands that Service is provided on an "as is" and "as available" basis and may be interrupted. If there is a Service interruption, Customer must notify GPC. Following notice, GPC will restore Service, at no cost to Customer. Customer may notify GPC by either calling 1-888-660-5890 or by reporting online at: https://www.eor.ia.ower.com/communi./outa\_es-and-stomcenter/\_ower-outa\_e-overview/street-li-ht-outa\_e.html.
- 10. <u>Disclaimer: Damages.</u> GPC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose, merchantability, or noninfringement) regarding Service, GPC Assets, or any GPC Activity. Customer acknowledges that, due to the unique characteristics of the Premises, Customer's needs, or selection of GPC Assets, the Service may not follow IESNA guidelines. Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, puntive, loss of business reputation, interruption of Service or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the loss or interruption of Service, GPC Assets, or this Agreement, or arising from damage, hindrance, or delay involving the Service, GPC Assets, or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable. To the extent GPC Is liable under this Agreement, and to the extent allowed by applicable law, GPC's liability is expressly limited to: (I) with respect to the Service purchased by Customer, the annual amount paid by Customer for the Service; or (II) with respect to any other liability, to proven direct damages in an amount not to exceed \$100.00. Customer is solely responsible for safety of the Premises; Customer agrees that GPC has no obligation to ensure safety of the Premises and that GPC has no liability for any personal injury, real or personal property damage or loss, or negative impact to Customer or any third party that occurs at the Premises.
- 11. Risk Allocation. Each party will be responsible for its own acts and the results of its acts, except as otherwise described in this Agreement.
- 12. <u>Georgia Security, Immigration, and Compliance Act</u>. Customer is a "public employer" as defined by O.C.G.A. § 13-10-91 and this is a contract for physical performance of services in Georgia. Compliance with O.C.G.A. § 13-10-91 is a condition of this Agreement and is mandatory. GPC will provide to Customer a contractor's affidavit for installation services as required by O.C.G.A. § 13-10-91. If GPC employs any subcontractor in connection with installation under this Agreement, GPC also will secure from each subcontractor an affidavit attesting to compliance with O.C.G.A. § 13-10-91.
- 13. Default, Customer is in default if Customer: (i) does not pay the entire amount owed to GPC within 45 days after the due date; (ii) terminates this Agreement without proper notice and prior to the end of the then-current Term; or (iii) breaches any material term, warranty, covenant, or representation of this Agreement. GPC's waiver of a past or concurrent default will not waive any other default. If a default occurs, GPC may: (a) immediately terminate this Agreement; (b) remove any GPC Asset from the Premises; or (c) seek any available remedy provided by law, including the right to collect any past due amount, or any amount due for the Service during the remaining Term.
- 14. <u>Miscellaneous</u>. This Agreement contains the parties' entire agreement relating to the Service, GPC Assets, and GPC Activity and replaces any prior agreement, written or oral. Subject to applicable law, GPC may modify the terms of this Agreement by providing 30 days' prior written notice of such modification to Customer. If Customer uses the Service or makes any payment for the Service on or after the modification effective date, Customer accepts the modification. GPC's address for notice is 1790 Montreal Circle, Tucker, GA 30084-6801; Customer vial not assign, in whole or in part, this Agreement or any right or obligation it has under this Agreement; any such assignment without GPC's prior written consent will be void and of no effect. In this Agreement; (i) "include[ing)" means "include, but are not limited to" or "including, without limitation"; (ii) "or" means "either or both" ("A or B" means "A or B or both A and B"); (iii) "e.g." means "for example, including, without limitation"; or "in writing" includes email communication. Georgia law governs this Agreement. If a court rules an Agreement provision unenforceable to any extent, the rest of that provision and all other provisions remain effective.



Office of the Administrator

Augusta GEORGIA

Takiyah A. Douse Interim Administrator

January 2, 2024

Hameed Malik, Director Engineering and Environmental Services 452 Walker Street Augusta, GA 30901

Dear Dr. Malik,

At the regular meeting held Tuesday, January 2, 2024, the Augusta, Georgia Commission, acted on the following items:

14. Approved 500K from ARP toward lighting on Jimmy Dyess Parkway.

15. Approved the deed of dedication, maintenance agreement, and road resolution submitted by the Engineering Department for Haynes Station Section 14. Also, approve Augusta Utilities Department easement deed and maintenance agreement.

16. Approved the deed of dedication, maintenance agreement, and road resolution submitted by the Engineering Department for Townhomes at Diamond Lakes Also, approve Augusta Utilities Department easement deed and maintenance agreement.

If you have any questions, please contact me.

In Service,

Takiyah A. Douse, Interim Administrator

TAD/nd



#### **Engineering Services Committee**

May 28, 2024

Workshop to discuss grass cutting, lot and right-of-way maintenance

Department:	N/A
Presenter:	N/A
Caption:	Approve hosting a workshop with the Administrator, the Engineering Department, the Procurement Department, the Marshal's Office, the Finance Department, Commissioners Johnson, Mason and Scott, the Mayor Pro Tem and the Warden of RCCI to discuss the situation regarding grass cutting and lot and right-of-way maintenance ahead of the budget cycle in order to secure funding for these operations during the budget discussions. ( <b>Requested by</b> <b>Commissioner Jordan Johnson</b> )
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
<b>Recommendation:</b>	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND</u> APPROVED BY:	N/A