



ENGINEERING SERVICES COMMITTEE MEETING AGENDA

Commission Chamber
Tuesday, April 25, 2023
1:15 PM

ENGINEERING SERVICES

- 1.** Ratify funding for diesel fuel required during the canal shutdown.
- 2.** Approve MOU with Augusta University to develop an internship program centered around Smart City sensors and programs.
- 3.** Approve Engineering Services to upgrade AUD's Master Plan for delivery of projects and services for the next 5-year period. Audurra (Constantine Engineering) is a pre-qualified Engineering Consultant for the Utilities Department (RFQ 18-132).
- 4.** Approve Funding for Grant Writing Services targeted at water and wastewater.
- 5.** Authorize and approve Supplemental Agreement Number Eleven (SA11) for Cranston Engineering in amount of \$131,104.00 for the Augusta Levee Task Order. Task Order includes Levee structural encroachments condition assessment including drainage and structural inspections. Requested by Engineering / RFP 19-241
- 6.** Approve Supplement funding (SA2) to Infrastructure Systems Management, LLC in the amount of \$295,420.23 for the Greene Street Improvements Construction Phase Services (CEI & Construction Rescoping). Requested by Engineering / RFP 18-312
- 7.** Consider proposal from CDM Smith, Inc., to provide additional services for the Sanitary Sewer Model of the Fort Gordon Service area for the Utilities Department CO Amendment 1 - 19UTI809.
- 8.** Consider proposal to enter an Engineering Services Contract with Cranston Engineering Group, P.C., to provide Planning and Due Diligence Design services towards the repair of the Augusta Canal Diversion Dam in the amount of \$30,000.00. (RFQ 18-132)
- 9.** Motion to approve the minutes of the Engineering Services Committee held on April 11, 2023.



Engineering Services Committee

Meeting Date: 4/25/2023

Item Name: Ratify funding for diesel fuel required during the canal shutdown.

Department:	Utilities
Presenter:	Wes Byne
Caption:	Ratify funding for diesel fuel required during the canal shutdown.
Background:	AUD was required to dewater the canal for several projects, including allowing Ga Power to place new power lines under the canal, repairing and inspecting the City's gate structures, and repairing a damaged section of canal embankment. During this time, AUD had to operate using the diesel pumps at the pumping station, which resulted in an overage of the diesel budget by approximately \$450,000.
Analysis:	Augusta's backup diesel pumps at the raw water pumping station consume substantial amounts of fuel to provide full water service to the City. The dewatering was required by FERC in anticipation of the work that was required, and was suspended several times to fully coordinate all activities to minimize overall costs to all parties involved. All projects were completely successfully and on-time.
Financial Impact:	Funding in the amount of \$450,000 was required to fund these initiatives and should be transferred from the fund 506 contingency to the following accounts: 506043510-5312720
Alternatives:	No alternatives are recommended
Recommendation:	AUD recommends ratifying these funds.
Funds are available in the following accounts:	Funds are available in the following accounts after transfer: G/L 506043510-5312720
<u>REVIEWED AND APPROVED BY:</u>	N/A



Engineering Services Committee

Meeting Date: 4/25/2023

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

Department:	Utilities
Presenter:	Wes Byne
Caption:	Approve MOU with Augusta University to develop an internship program centered around Smart City sensors and programs
Background:	AUD and AED have worked with Augusta University since 2014 on a variety of initiatives around developing intelligent water sensing products. AUD and AU have met and discussed a method to formalize this process and expand the program to quicken the pace of development and deployment of products. This MOU will allow that process while remaining flexible for future needs.
Analysis:	This MOU would allow for the commitment of full-time faculty and staff for approximately 3 months per year, in addition to approximately 5 full-time students and materials. AU will provide facilities as well as specialized knowledge of electronics required to rapidly prototype and assemble these projects.
Financial Impact:	Funding in the amount of \$235,000 is required to fund these initiatives and should be transferred from the fund 506 contingency to the following accounts: 506043110-5213119
Alternatives:	No alternatives are recommended
Recommendation:	AUD recommends approving this MOU.
Funds are available in the following accounts:	Funds are available in the following accounts after transfer: G/L 506043110-5213119
<u>REVIEWED AND APPROVED BY:</u>	N/A

Non-Clinical Sponsored Agreement

AUGUSTA UNIVERSITY RESEARCH INSTITUTE SPONSORED AGREEMENT

Agreement No.

THIS SPONSORED AGREEMENT, dated as of March 13, 2023 (“Agreement”), is made and entered into by and between Augusta Utilities and being a local government entity (hereinafter referred to as “Sponsor”), and Augusta University Research Institute, Inc. a Georgia nonprofit research and educational corporation, (hereinafter AURI) located at Augusta University, 1120 15th Street, Augusta, GA 30912-4810.

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

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

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

SECTION 1. DEFINITIONS

1.1 “Project Period” shall mean the period commencing as of May 22, 2023, and ending on May 21, 2024. The Project Period may be extended by written agreement of duly authorized representatives of Sponsor and AURI.

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

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

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

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

1.6 “Project Funds” shall mean those funds to be paid by Sponsor to AURI for the Sponsored Project in the amount of **two hundred twenty-five thousand two hundred sixty-two dollars (\$225,063)** as set forth in the budget attached as Exhibit B.

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

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

SECTION 2. PROJECT FUNDS

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

2.2 Sponsor shall make an advance payment of \$ 35,000 of the Project Funds upon execution of this Agreement, to cover startup costs of the project. Thereafter, AURI shall invoice Sponsor no less than monthly for expenses incurred up to the total of \$225,062.

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

Augusta University Research Institute, Inc.
P.O. Box 945552
Atlanta, GA 30394-5552
Attn: Agreement # 00039272
The AURI tax identification number is 58-1418202.

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

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

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

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

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

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

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

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

SECTION 4. INTELLECTUAL PROPERTY

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

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

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

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

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

SECTION 5. LICENSING OPTIONS

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

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

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

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

not Sponsor is interested in licensing the technology from AURI.

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

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

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

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

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

SECTION 7. INDEMNIFICATION AND INSURANCE

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

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

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

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

SECTION 8. SPONSOR'S CONFIDENTIAL PROPRIETARY INFORMATION

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 10. NOTICES

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

Sponsor

Contractual and Administrative:

AURI

Contractual and Administrative:

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

Phone: 706-721-3087

E-mail: ogc@augusta.edu

Technical:

Technical: Dr. Joseph Hauger

Phone: 706-737-1541

Email: jhauger@augusta.edu

SECTION 11. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Augusta Utilities

Augusta University Research Institute, Inc.

By: _____ By: _____

Date: _____ Date: _____

Title: _____ Title: _____

Acknowledge and Agreed by PI(s):

By: _____

Date: _____

Title: _____

By: _____

Date: _____

Title: _____

suit

Exhibit A

Timeline:

Summer Intern Program

Summer Interns would work between 22 May and 31 July, 2023.

Academic Year Intern Program

Academic Year Interns would work between August 1, 2023 and May 21, 2024.

Job Description:

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

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

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

Augusta University Research Institute – Augusta Utilities Budget

❖ Faculty

- 2.0 summer month salary ($2 \times \$15,825 = \$31,650$)
- 2.7 academic months (30% effort) ($2.7 \times \$15,825 = \$42,728$)
- Summer Fringe (21%) \$6,647
- Academic Fringe (34%) \$14,528

Total: \$95,553

❖ Student Interns

- Summer: 10 Weeks, 40 hours, 15\$/hour rate (\$6,000 each): \$30,000 for five students
- Academic Year: 2 terms, 15 weeks, 5 hours weekly (\$2,250 each): \$11,250 for five students

Total: \$41,250 (five students)

❖ Supplies

- Electronics supplies: \$10,000
- 3D Printing supplies: \$5,000

Total: \$15,000

❖ Equipment

- 3D Printers: \$1,000
- Power Tools: \$3,000
- Hand Tools: \$3,000
- Computer stations: \$3,000
- Hydraulic Flume: \$10,000

Total: \$20,000

Direct Costs:	\$171,803
Indirect Costs (31%):	\$53,259
Total Project Costs:	\$225,062



Engineering Services Committee

Meeting Date: 4/25/2023

Item Name: Approve Engineering Services to upgrade AUD's Master Plan for delivery of projects and services for the next 5-year period.

Department:	Utilities
Presenter:	Wes Byne
Caption:	Approve Engineering Services to upgrade AUD's Master Plan for delivery of projects and services for the next 5-year period. Audurra (Constantine Engineering) is a pre-qualified Engineering Consultant for the Utilities Department (RFQ 18-132)
Background:	AUD has requested an update to the existing Master Plan to develop and analyze projects. The existing plan was last updated 8 years ago. This will allow for review of all projects not completed in the previous plan, in addition to new requirements for the water and wastewater plants, as well as additional resources required to satisfy the latest lead and copper rule revisions (LCRR), PFAS analysis, and UCMR5 requirements.
Analysis:	The master plan needs to be periodically updated to ensure that the project list is accurate and correctly identified for placement in the capital improvement program (CIP). The existing plan is over 8 years old. If Augusta decides to pursue additional bond capital, this update will be required by ratings agencies.
Financial Impact:	Funding in the amount of \$345,000 is required to fund these initiatives and should be transferred from the fund 506 contingency to the following accounts: 506043110-5212999
Alternatives:	No alternatives are recommended
Recommendation:	AUD recommends approving these services
Funds are available in the following accounts:	Funds are available in the following accounts after transfer: G/L 506043110-5212999
<u>REVIEWED AND APPROVED BY:</u>	N/A

RFQ 18-132 Engineering Consultant Services Rosters

Category 1 – Water Distribution System and Wastewater Collection System Analysis and Design, including Pumping Stations:

A & S Engineering, LLC
Constantine Engineering, Inc.
Cranston Engineering Group, P.C.
Goodwyn, Mills and Cawood, Inc.
Infrastructure Systems Management, LLC
Johnson, Laschober & Associates, P.C.
W.K. Dickson & Company, Inc.
W.R. Toole Engineers, Inc.
Zimmerman, Evans & Leopold, Inc.

Category 2 – Water Treatment Plants:

Goodwyn, Mills and Cawood, Inc.
Hazen and Sawyer
Jacobs Engineering Group, Inc.

Category 3 – Wastewater Treatment Plants:

Constantine Engineering, Inc.
Goodwyn, Mills and Cawood, Inc.
Hussey, Gay, Bell & DeYoung, Inc.
Jacobs Engineering Group, Inc.

Category 4 – Wastewater Collection System Modeling:

CDM Smith, Inc.
Constantine Engineering, Inc.
Jacobs Engineering Group, Inc.

Category 5 – Wastewater Collection System Flow Monitoring:

McKim & Creed, Inc.
W.K. Dickson & Company, Inc.
Woolpert, Inc.

Category 6 – Surveying:

Cranston Engineering Group, P.C.
Moreland Altobelli Associates, LLC
Woolpert, Inc.
W.R. Toole Engineers, Inc.



STATE OF GEORGIA
RICHMOND COUNTY

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

AND

CONSULTANT

CONSULTANT: Ardurra Group, Inc.

PROJECT: Water and Wastewater Systems Master Plan Update

DATE EXECUTED:

DATE COMPLETED:



STATE OF GEORGIA
RICHMOND COUNTY

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

AND

CONSULTANT

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

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

and,

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

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



GENERAL PROVISIONS

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

CONSULTANT COORDINATION

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

AMENDMENTS TO AGREEMENT

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

REDUCTION IN REQUIRED SERVICES

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

DATE CHANGES

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

AGREEMENT MODIFICATIONS

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

TIME OF COMPLETION

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



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

PROJECT PROGRESS

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

LITIGATION

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

BINDINGS

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

EXTENT OF THE AGREEMENT

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



DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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



CONTRACT DOCUMENTS

List of Documents

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

Conflict and Precedence

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

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



GENERAL CONDITIONS

1. COMMENCEMENT OF WORK

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

2. PROFESSIONAL STANDARDS

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

3. CHANGES AND EXTRA WORK

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

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

4. PERSONNEL

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

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

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



5. ACCURACY OF WORK

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

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

6. CONFIDENTIALITY

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

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

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

7. OPEN RECORDS

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

8. JURISDICTION

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

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



9. TERMINATION OF AGREEMENT FOR CAUSE

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

10. TERMINATION FOR CONVENIENCE OF THE CITY

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

11. COORDINATION AND COOPERATION WITH OTHER UTILITIES AND CONSULTANTS

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

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

12. COVENANT AGAINST CONTINGENT FEES

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



13. RESPONSIBILITY FOR CLAIMS AND LIABILITY

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

14. INSURANCE

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

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

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

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

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

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



15. PROHIBITED INTERESTS

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

16. SUBCONTRACTING

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

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

17. ASSIGNABILITY

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

18. EQUAL EMPLOYMENT OPPORTUNITY

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

19. DRUG FREE WORK PLACE

CONSULTANT shall be responsible for insuring that its employees shall not be involved in any manner with the unlawful manufacture, distribution, dispensation, possession, sale or use of a controlled substance in the workplace. For purposes of the policy, "workplace" is defined as CITY



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

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

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

20. ANTI-KICKBACK CLAUSE

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

21. AUDITS AND INSPECTORS

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

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

22. OWNERSHIP, PUBLICATION, REPRODUCTION AND USE

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

23. VERBAL AGREEMENT OR CONVERSATION

No verbal agreement or conversation with any officer, agent, or employee of the CITY, either before, during, or after the execution of this Agreement, shall affect or modify any of the terms or obligations



herein contained, nor shall such verbal agreement or conversation entitle the CONSULTANT to any additional payment whatsoever under the terms for this Agreement. All changes to this Agreement shall be in writing and appended hereto as prescribed in Article 3 above.

24. INDEPENDENT CONTRACTOR

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

25. NOTICES

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

CITY:

ADMINISTRATOR
AUGUSTA, GEORGIA
530 Greene Street
Augusta, GA 30911

CONSULTANT:

Ardurra Group, Inc.
973 Broad Street, Suite A
Augusta, GA 30901

Copy to:

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

26. TEMPORARY SUSPENSION OR DELAY OF PERFORMANCE OF CONTRACT

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

27. DEFECTIVE PRICING

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

28. SPECIFIED EXCUSES FOR DELAY OR NON-PERFORMANCE

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

29. HOLD HARMLESS



Except as otherwise provided in this agreement, CONSULTANT shall indemnify and hold harmless Augusta, GA, and its employees and agents from and against all liabilities, claims, suits, demands, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from the negligent performance of its Work.

30. GEORGIA PROMPT PAY ACT NOT APPLICABLE

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

31. RIGHT TO INSPECT PREMISES

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

32. E-VERIFY

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

33. LOCAL SMALL BUSINESS LANGUAGE

In accordance with Chapter 10B of the AUGUSTA, GA. CODE, Contractor expressly agrees to collect and maintain all records necessary to for Augusta, Georgia to evaluate the effectiveness of its Local Small Business Opportunity Program and to make such records available to Augusta, Georgia. The requirements of the Local Small Business Opportunity Program can be found at www.augustaga.gov. In accordance with AUGUSTA, GA. CODE § 1-10-129(d)(7), for all contracts where a local small business goal has been established, the contractor is required to provide local small business utilization reports. Contractor shall report to Augusta, Georgia the total dollars paid to each local small business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors as may be requested by Augusta, Georgia. Such documents shall be in the format specified by the Director of minority and small business opportunities, and shall be submitted at such times as required by Augusta, Georgia. Failure to provide such reports within the time period



specified by Augusta, Georgia shall entitle Augusta, Georgia to exercise any of the remedies set forth, including but not limited to, withholding payment from the contractor and/or collecting liquidated damages.

34. ACKNOWLEDGEMENT

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

[SIGNATURES ON FOLLOWING PAGE]



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

CITY:

AUGUSTA, GEORGIA (CITY)

BY: _____

PRINTED NAME: Garnett Johnson

AS ITS: **MAYOR**

CONSULTANT:

Ardurra Group, Inc.

BY: Joseph G. Crews

PRINTED NAME Joseph G. Crews

AS ITS: Southeast Water Practice Director

ATTEST CLERK:

PRINTED NAME: _____

AS ITS: **Clerk of Commission**

DATE: _____

ATTEST:

PRINTED NAME Jeffrey L Duplantis

AS ITS: Client Service Manager

DATE: 4/3/23

Copy To:

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



CONSULTANT'S RESPONSIBILITIES

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

PROJECT UNDERSTANDING

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

REVIEW OF WORK

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

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

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

CONSULTANT'S INSURANCE

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



CITY'S RESPONSIBILITIES

CITY-FURNISHED DATA

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

RIGHT TO ENTER

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

ADVERTISEMENTS, PERMITS, AND ACCESS

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

TIMELY REVIEW

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

PROMPT NOTICE

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

CITY'S INSURANCE

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

LITIGATION ASSISTANCE

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



ATTACHMENT A – SCOPE OF SERVICES

Article A. Purpose

The purpose of this Scope of Services is to authorize and direct CONSULTANT (Ardurra Group, Inc) to proceed with professional engineering and technical services for the Water and Wastewater Systems Master Plan Update (PROJECT) for the City of Augusta, GA (CITY). The PROJECT generally includes assessing and updating the CITY's 2015 Water and Wastewater Systems Master Plan (Master Plan) to evaluate the present and future needs of the CITY's water and wastewater systems; develop alternatives for meeting these long-term needs; and recommendations that the system can implement. The updated Master Plan shall address water supply, distribution, and storage; and wastewater collection, treatment, and effluent and biosolids management. The activities that are included are described in Article B. Scope of Services.

Article B. Scope of Services

The CONSULTANT agrees to furnish general professional engineering and technical services for the work related to the study; evaluation; analysis; field testing; alternatives development, and preparation of final report documents. The PROJECT includes the services required to perform the engineering analysis and technical services to assess existing water systems; existing wastewater systems; and to update the long-range plan to meet growing needs in the CITY's service delivery area. The PROJECT recommendations are expected to be implemented in phases over defined intervals of time.

The specific Engineering Services that CONSULTANT agrees to furnish to the CITY for the PROJECT and the Specific Work Tasks are presented below.:

1. Collect and Review Existing Water and Wastewater System Information; Current Data; information on projects implanted since completion of Master Plan.
2. Update Population Projections and Service Delivery Area Expansion Plan
3. Update Future Water Demand and Wastewater Flow Projections
4. Update the Water and Wastewater System Regulatory Review
5. Update Water and Wastewater Systems Energy Management Evaluation
6. Update the Water System Evaluation; Coordinate with the CITY's Water System Modeling Consultant to evaluate potential projects.
7. Update the Wastewater System Evaluation; Coordinate with the CITY's Wastewater Conveyance System Modeling Consultant to evaluate potential projects.
8. Update the Fort Gordon Water and Wastewater Systems Evaluation
9. Update the Water and Wastewater System Assessment of Needs
10. Potential Water Supply, Treatment, Storage and Distribution Systems Alternatives
11. Potential Wastewater Treatment and Effluent and Biosolids Management Alternatives;
12. Update the Water & Wastewater System Capital Improvement and Implementation Program
13. Workshops, Meetings, and Presentations
14. Water and Wastewater Master Plan Deliverable



A detailed description of the scope of services that are proposed for this task is presented below.

Work Task 1 – Collect and Review Existing Information and Data

Work Task 1 involves the collection of data and information required to update previous assessments of the CITY's existing facilities and operations; update future water demands and wastewater flows; update and develop alternatives to meet those existing and future CITY needs.

1.1 Existing Water and Wastewater Facility and Systems Data

CONSULTANT shall coordinate with the CITY to update information and data since the Master Plan completion, including electronic data, regarding the CITY's existing water and wastewater utilities. This information may include previous engineering planning and design documents or reports; capital improvements plan; financial planning documents; billing records; water and wastewater quality data; water demand and wastewater flow records; water and wastewater system maps; record drawings of the water and wastewater facilities; land development plans and permits; topographical surveys of the CITY's facilities; water and wastewater system modeling data; supervisory control and data acquisition (SCADA) records; Geographical Information System (GIS) data; and facility operation and maintenance records.

1.2 Local, State, and Federal Regulation Information

CONSULTANT shall identify and collect pertinent existing local, state, and federal regulations regarding the CITY's water and wastewater systems.

1.3 Review and Summarize Data and Information

CONSULTANT shall review and analyze the information and data collected and shall update the pertinent data and information to be applied in the planning process. CONSULTANT shall update the assessment of the water and wastewater facility information and data needs based on the initial data set obtained. CONSULTANT shall identify any additional data needs that are required to update the assessment of CITY's water and wastewater facilities.

1.4 Additional Data and Information Collection

If needed, CITY shall authorize CONSULTANT to obtain the additional data and information as per. CITY shall be responsible for any additional data collection costs for items such as field collection of water and wastewater data; geotechnical data; flow monitoring; laboratory testing; or purchasing of relevant public documents.

Work Task 2 – Update Population Projections and Service Delivery Area Expansion Plan

In Work Task 2, CONSULTANT shall coordinate with CITY to update population projections within the CITY's existing and potential future service areas. This information shall be used to develop CITY's strategy for meeting existing and future water demands and wastewater flows.



2.1 Population Projections

CONSULTANT shall assess the data provided by CITY regarding historic, current, and future populations within the CITY's existing and proposed future service area. CONSULTANT shall coordinate with the CITY in order to account for any pending or proposed future land developments, and public, commercial, or industrial customers. CONSULTANT shall review past population projections used by the CITY's Planning and Zoning Department.

2.2 Service Area Expansion Plan

CONSULTANT shall coordinate with CITY and other stakeholders to collect updated land use mapping information and data. CONSULTANT shall meet with CITY and other stakeholders to update projections of future land use and expansions to CITY's service area. Based on input from the CITY, CONSULTANT shall update the future service area land use map. This map shall differentiate between the existing and future service areas; based on the results of Work Task 2.1 define the populations to be served within sub-areas; and define the existing and future land uses for these areas. CONSULTANT shall consider service area expansions to accommodate potential large water and/or wastewater customers identified by CITY.

Work Task 3 – Update Future Water Demand and Wastewater Flow Projections

Work Task 3 involves updating future water demands and wastewater flow projections based on the updated projections of population and customer base developed during Work Task 2.

3.1 Water Demand Projections

Once the service area expansion plan has been updated, CONSULTANT shall update calculations projecting water service demand at appropriate intervals of time that span the 20-year planning period. CONSULTANT shall account for anticipated future residential, commercial, public and industrial water needs. CONSULTANT shall assign specific future potential water demands to each of the areas delineated in the updated Service Area Expansion Plan.

3.2 Wastewater Flow Projections

Once the service area expansion plan has been updated, CONSULTANT shall update calculations projecting wastewater flows at appropriate intervals of time that span the 20-year planning period. CONSULTANT shall account for anticipated future residential, commercial, public and industrial wastewater disposal. CONSULTANT shall assign specific future potential wastewater flows to each of the areas delineated in the updated Service Area Expansion Plan.

Work Task 4 – Update Water and Wastewater Systems Regulatory Review

Work Task 4 involves a review and update of known, and proposed applicable local, state, and federal regulations that affect the operation of the CITY's existing, and expanded, water and wastewater systems. A description of the specific work tasks included in this review is presented below. CONSULTANT shall review existing local, state, and federal regulations regarding consumptive use of water and wastewater disposal. CONSULTANT shall review and assess existing and pending regulations, such as the EPD Statewide Water Plan, the Governor's Water Contingency Plan, and the Savannah River TMDL, that might affect the development of a water supply expansion and effluent reuse program in the planning area



4.1. Water System Regulatory Review

In Work Task 4.1, CONSULTANT will review current federal and state regulations regarding the water supply, treatment, and distribution systems, including the Safe Drinking Water Act (SDWA) and subsequent Amendments; consumptive use; the EPD Statewide Water Plan and the Governor's Water Contingency Plan. The regulatory information presented in this task shall be based on the most current regulatory literature published by the U.S. Environmental Protection Agency (EPA) Office of Drinking Water and the American Water Works Association; as well as literature published by the Georgia Department of Natural Resources (DNR) Environmental Protection Division (EPD). In addition, it will present CONSULTANT's understanding of the anticipated changes in the regulations that may affect the CITY's water system, as we currently understand them. The section will be organized as follows:

- Update summary of regulatory effects
- Current regulatory outlook
- Regulatory review

CONSULTANT will review the SDWA regulations and proposed revisions regarding the following additional rules and regulations:

- Microbial and Disinfection By-products Rules Revisions
- Proposed PFOS and PFOA Regulations
- Revised Lead and Copper
- UCMR5

4.2. Existing Water System Facility Regulatory Review

In Work Task 4.2, CONSULTANT will review operational data and information for the previous 36 months for the existing major water supply, treatment, and distribution systems. CONSULTANT also will perform a site visit to review the existing water system facilities and will assess and update the status of the existing major water supply, treatment, and distribution systems to comply with federal and state regulations, including the SDWA Regulations. In addition, the task will present CONSULTANT's understanding of the anticipated changes in the regulations that may affect the existing systems.

4.3. Water System Regulatory Compliance Assessment of Needs

In Task 4.3, CONSULTANT will update the regulatory compliance assessment of needs for the water system that will address facility and operational deficiencies and limitations that were identified in 4.1 and 4.2. This assessment of needs will be used in later tasks to develop improvement projects to address the needs assessment.

4.4. Wastewater System Regulatory Review

In Task 4.4, CONSULTANT will review and update current federal and state regulations regarding the wastewater collection, transmission, treatment, and effluent and biosolids management systems. The regulatory information presented in this task shall be based on the most current regulatory literature published by the Georgia EPD. In addition, it will present CONSULTANT's



understanding of the anticipated changes in the regulations that may affect the CITY's wastewater system, as we currently understand them, including pending regulations for PFOS and PFOA, and anticipated nutrient limits in upcoming NPDES permit cycles. The section will be organized as follows:

- Update summary of regulatory effects
- Current regulatory outlook
- Regulatory review update

4.5. Existing Wastewater System Facility Regulatory Review Update

In Work Task 4.5, CONSULTANT will review operational data and information for the previous 36 months for the existing major wastewater collection, transmission, treatment, and effluent and biosolids management systems. CONSULTANT will also perform a site visit to review the existing wastewater system facilities and will assess the status of the existing major wastewater systems to comply with federal and state regulations. In addition, the task will present CONSULTANT's understanding of the anticipated changes in the regulations that may affect the existing systems.

4.6. Wastewater System Regulatory Compliance Assessment of Needs

In Work Task 4.6, CONSULTANT will review and update the regulatory compliance assessment of needs for the wastewater system that will address facility and operational deficiencies and limitations that were identified in 4.4 and 4.5. This assessment update will be used in later tasks to develop improvement projects to address the needs assessment.

Work Task 5 – Update Water and Wastewater Systems Energy Management Evaluation

Work Task 5 involves reviewing changes/improvements at the CITY's water and wastewater systems, updating alternatives for optimizing the system's energy use, and a feasibility study of the August Canal for power generation. CONSULTANT WILL UPDATE the recommended energy management plan, and prepare a feasibility study. In no particular order CONSULTANT shall:

- 5.1 Collect data from CITY's existing facilities, including facility information, energy use data, Augusta Canal and Savannah River records, past studies and related information.
- 5.2 Update Water and Wastewater Systems Energy Management Evaluation.
- 5.3 Review and analyze available Augusta Canal and Savannah River flow data.
- 5.3 Evaluate energy usage at the CITY's Water and Wastewater fac.
- 5.4 Contact turbine manufacturers. Select and size future turbines.
- 5.5 Develop estimate of probable project cost.
- 5.6 Perform a cost analysis.
- 5.7 Determine project licensing requirements and environmental restraints.
- 5.8 Prepare a technical memorandum (TM) regarding the feasibility of adding additional power generation turbines at the CITY's facilities. The TM will include preliminary findings, conclusions, and recommendations with suitable exhibits.



Work Task 6 – Update Water Systems Evaluation

In Work Task 6, CONSULTANT shall update the assessment of the CITY's existing water system facilities and identify needs for repair, replacement, up-grade and for the construction of new or additional facilities to meet the current and future needs of the CITY's water system. This assessment update includes the water supply, treatment, storage and distribution facilities and systems.

6.1 Water Distribution System Evaluation

CONSULTANT shall collaborate with the CITY's Water Modeling Consultant to evaluate the capability of the existing distribution system to meet current and projected water demands using the information and data prepared in previous work tasks. In no particular order, CONSULTANT shall:

- 6.1.1 Update assessment regarding the physical condition of the existing water distribution systems.
- 6.1.2 Collaborate with the CITY's Water Modeling Consultant to perform a capacity analysis of the existing water distribution systems, to assess the capability and reliability of the water system to meet peak demands, including fire flow demands; to identify hydraulic deficiencies; to develop recommendations for improvements; to evaluate the capability and capacity to convey large volumes of water between individual water production centers, as well as Fort Gordon, for redundancy; to assess future needs for expansion of the existing distribution systems. This analysis shall be performed by pressure zones.
- 6.1.3 Evaluate the need to upgrade and/or clean small, tuberculated mains in rural areas to support the daily water demands and to provide fire protection.
- 6.1.4 Develop recommendations for improvement and expansion.

6.2 Water Supply System Evaluation

CONSULTANT shall update the needs assessment of the existing water supply facilities. CONSULTANT shall:

- 6.2.1 Update the capacity analysis of existing water supply source(s) and facilities
- 6.2.2 Review and update the current raw water supply strategy to develop raw water wholesale customers, including upgrades and/or operational modifications to the Goodrich Street and Pistol Range Road RWPSs.
- 6.2.3 Update the assessment of the reliability of the raw water supply facilities to meet peak demands and provide redundancy between surface and ground water treatment facilities.
- 6.2.4 Update the physical assessment of the condition of the existing raw water supply facilities.
- 6.2.5 Update the assessment of needs for the water supply systems.



6.3 Water Treatment System Evaluation

CONSULTANT shall analyze and develop a needs assessment of the existing water treatment facilities, and shall:

- 6.3.1 Update the capacity analysis of existing water treatment facilities
- 6.3.2 Update finished water quality information
- 6.3.3 Update the physical assessment of the condition of the existing treatment facilities
- 6.3.4 Review and update residuals handling and management practices
- 6.3.5 Review existing water chemistry laboratory capabilities and update the assessment regarding the need to develop a central water laboratory for CITY's systems
- 6.3.6 Update the Assessment regarding the reliability of these facilities to meet peak demands and to provide redundancy between water treatment facilities
- 6.3.8 Update recommendations for additional facilities to meet current and future demands for improvement, expansion, and optimization.

6.4 Water System Storage Capacity Evaluation

CONSULTANT shall perform an assessment of existing water storage facilities and the capacity of these facilities to meet current peak and fire flow demands. CONSULTANT shall:

- 6.4.1 Review existing information and data available regarding the physical assessment of the existing storage facilities.
- 6.4.2 Collaborate with the CITY's Modeling Consultant to perform an existing storage capacity analysis using the hydraulic model of the system and a review of SCADA trends.
- 6.4.3 Assess deficiencies in the existing storage systems to meet current and future water storage capacity requirements, including the potential needs for and benefits of remote ground storage tanks.

Work Task 7 - Wastewater Systems Evaluation

In Work Task 7 CONSULTANT shall update the assessment of the CITY's existing wastewater system facilities and identify needs for repair, replacement, up-grade and or the construction of new or additional facilities to meet the current and future needs of the CITY's wastewater system. This assessment update includes the wastewater collection, pumping and transmission, treatment, effluent and biosolids management systems.

7.1 Wastewater Pumping and Transmission System Evaluation

CONSULTANT shall update the assessment of the existing wastewater pumping and transmission systems to establish the capacity and capability of these facilities to meet current and future flows. CONSULTANT shall:

- 7.1.1 Update the assessment of the major pumping stations, including:



- 7.1.2 Update existing pump station equipment design and performance information and data, including SCADA system data.
- 7.1.3 Coordinate with CITY's staff to develop a plan for the CITY to collect field information and data necessary to update performance characteristics of the pumping systems. Field tests the CITY may perform may include flow tests, wet well draw downs, and pump run times.
- 7.1.4 Update the assessment of operation and maintenance costs.
- 7.1.5 Update the assessments of deficiencies at the major pump stations and update recommendations for improvements.

7.2 Update the Wastewater Collection System Evaluation

CONSULTANT shall collaborate with the CITY's Wastewater Conveyance Modeling Consultant to evaluate the existing wastewater collection systems and the capacity of these facilities to meet current and future flows. CONSULTANT shall:

- 7.2.1 Collaborate with the CITY's Wastewater Modeling Consultant to perform a capacity analysis of the existing wastewater collection systems to identify deficiencies and recommend improvements to meet current and future needs for the following basins:
 - Rock
 - Raes
 - Crane
 - East Augusta
 - Mid-City
 - Glass Factory Avenue
 - Rocky
 - Butler
 - Spirit Creek
- 7.2.2 Update assessment of future needs for expansion of the existing collection system service area.
- 7.2.3 Update the assessment of the physical condition of the existing collection system.
- 7.2.4 Update the current and future needs evaluation of the Sanitary Sewer Trunk Main Rehabilitation Program.
- 7.2.5 Update the evaluation of the existing sanitary sewer policies and ordinances, including the sewer connection policy.
- 7.2.6 Update recommendations for improvements to the "Unsewered" Pockets Program.
- 7.2.7 Update the assessment of CITY's CMOM Program.



7.3 Update Wastewater Treatment Facility, Effluent and Biosolids Management Systems Evaluation

CONSULTANT shall assess existing wastewater treatment, effluent and biosolids management systems, including:

- 7.3.1 Update assessments of the capacity of the existing wastewater treatment facilities including the ability of the existing treatment systems to meet the requirements of the current permits and any known or anticipated modifications.
- 7.3.2 Update the assessments of the existing wastewater treatment facilities.
- 7.3.3 Update the assessment for additional facilities required to meet current and future wastewater flows.
- 7.3.4 Update the assessments regarding reliability of the facilities to meet current and future peak flow conditions.
- 7.3.5 Update the assessment of the bio-solids production rates and the ability of existing solids handling facilities to process the bio-solids and the continued use of land application for biosolids management.

CONSULTANT shall evaluate the operations of the overall wastewater system and evaluate opportunities to improve efficiency system-wide by implementing software upgrades to streamline data management systems, decision tools currently utilized in wastewater system operations and management, maintenance management systems, GIS systems, material parts supply automation (construction and maintenance), and automated work order systems.

Work Task 8 - Fort Gordon Water and Wastewater Systems Evaluation

CONSULTANT shall review the existing Utility Privatization Contract with Fort Gordon and update identified Fort Gordon capital improvements projects into CITY's Master Plan.

Work Task 9 - Update Water and Wastewater System Assessment of Needs

In Work Task 9, CONSULTANT shall analyze the results of the updates performed in Work Tasks 1 through 8 and summarize the assessment of needs for both the water and wastewater systems.

Work Task 10 - Potential Water Supply, Treatment, Storage and Distribution Systems Alternatives

In Work Task 10, CONSULTANT shall update the viable water supply, treatment, storage and distribution systems alternatives to address the assessment of needs identified in Work Task 9. CONSULTANT shall update previously developed specific water supply, treatment, storage and distribution alternatives, as appropriate, to meet the needs of the planning area for the duration of the planning period (Year 2045). Existing and potential water supplies will be evaluated for future development and consumptive use permitting, as well as for reliability, redundancy, and wholesale water sales. CONSULTANT will confirm the viability of previously recommended alternative water treatment technologies. Recommended improvements and expansions to the water distribution and storage systems will be updated and presented, based on current viability.



Order-of-Magnitude Level opinions of estimated capital and non-capital costs (including engineering, operations and maintenance, etc.) of the alternatives or water management programs shall be updated. The cost estimates shall be presented as 20-year present worth values.

Work Task 11 - Potential Wastewater Treatment and Effluent and Biosolids Management Alternatives

In Work Task 11, CONSULTANT shall update the viable wastewater collection, transmission, treatment, and disposal alternatives to address the assessment of needs identified in Work Task 9. CONSULTANT shall update previously developed specific wastewater collection, transmission, treatment, and disposal alternatives, as appropriate, to meet the needs of the planning area for the duration of the planning period (Year 2045). Existing and potential wastewater collections and transmission system rehabilitation, improvement, and expansion will be evaluated to meet the current and future wastewater needs, as well as for reliability and redundancy. CONSULTANT will confirm the viability of previously recommended alternatives. Recommended improvements and expansions to the wastewater systems will be updated and presented, based on current viability.

Order-of-Magnitude Level opinions of estimated capital and non-capital costs (including engineering, operations and maintenance, etc.) of the alternatives or wastewater management programs shall be updated. The cost estimates shall be presented as 20-year present worth values.

Work Task 12 - Recommended Water & Wastewater System Capital Improvement and Implementation Program

In Work Task 12, CONSULTANT shall update the recommended 20-year capital improvements program (CIP) and implementation schedule for the water and wastewater improvements and expansion alternatives developed in Work Tasks 10 and 11. The 20-Year CIP will be developed in 5-year implementation phase increments. Design and construction phase requirements resulting from the recommended program will be summarized, and their impact on the implementation schedule will be presented. The milestone schedule will include an estimate of the construction duration of the major components of the recommended program and of significant auxiliary activities, based on our experience with other comparable projects. The overall schedule will be updated which will take advantage of construction and financial sequencing; will accommodate local, state, and federal permitting requirements; and will allow an orderly startup of facilities as construction contracts are completed. When possible, the schedule will be planned to take advantage of favorable bidding conditions, such as time of year and timing compared to other major construction projects.

Work Task 13 - Workshops, Meetings, and Presentations

In Work Task 13, CONSULTANT shall include time for meetings, workshops, and presentations with the CITY' s representatives, stakeholders and interested parties, representatives of FERC, the Georgia Environmental Protection Division of the Department of Natural Resources (EPD) and other regulatory agencies, representatives of Fort Gordon, local residents, and business representatives. This task is intended to allow the CITY and CONSULTANT to meet with potential stakeholders and others to solicit information and data needed to complete the scope of services.

13.1 Initial Workshop



CONSULTANT shall conduct an initial workshop for the CITY and members of the project team. It is important to have a core group from the CITY attend and participate in this workshop to identify CITY and CONSULTANT resources; to discuss PROJECT issues; to establish key PROJECT success factors; to identify information and data needs; prepare a project schedule; to confirm project goals; to set evaluation criteria for decision-making; and to establish lines of communication for the duration of the planning/conceptual design activities. Alternative evaluation criteria such as site selections; costs; compatibility with future land use; relative ease of implementation; regulatory constraints; water quality; and overall potential for environmental impacts may also be reviewed.

13.2 Additional Workshops and Meetings

Two additional workshops will be scheduled to discuss work task specific issues. The following workshops and meetings are included in this scope of services:

- 13.2.1 Project team workshop No. 1 will include the following:
 - Review Existing Information and Data
 - Population Projections and Service Delivery Area Expansion Plan
 - Future Water Demand and Wastewater Flow Projections
 - Water and Wastewater System Regulatory Review Meetings/Workshops
 - Water and Wastewater System Energy Management Evaluation Workshops
- 13.2.2 Project Team Workshop No. 2 will include the following-Water Systems Evaluation Meetings/Workshops
 - Wastewater Systems Evaluation
 - Fort Gordon Water and Wastewater Systems Evaluation
 - Water and Wastewater System Assessment of Needs
 - Potential Water Supply, Treatment, Storage and Distribution Systems Alternatives
 - Potential Wastewater Treatment and Effluent and Biosolids Management Alternatives
 - Capital Improvement and Implementation Program
- 13.2.3 Draft Report Review Meeting with CITY
- 13.2.4 Public presentation of Final Master Plan to Augusta/Richmond County Commission

**Work Task 14-Water and Wastewater Master Plan Deliverable**

CONSULTANT shall prepare a draft update Master Plan report. The draft report will be submitted to the CITY for review and comments. CONSULTANT shall provide 1 electronic copy in Adobe PDF Format and 6 hardcopies of the draft report to the CITY.

14.1 Draft Master Plan Report

CONSULTANT shall update the Master Plan into a draft copy of the final report. The draft report shall be reviewed by CONSULTANT quality control personnel and designated CITY staff. CONSULTANT shall present the draft report to the CITY at a workshop or public meeting and provide 1 electronic copy in Adobe PDF Format and 6 hardcopies of the draft report to the CITY.

14.2 Final Master Plan Report

Following this QC review of the draft report, CONSULTANT shall adjudicate any comments and finalize the report and present it to the CITY at a workshop or public meeting and provide 1 electronic copy in Adobe PDF Format and 6 hardcopies of the final report to the CITY.

Additional Scope Items

The following services are not included as part of this base scope of services and would be performed only as authorized by the CITY. Authorization to proceed would be in the form of a written authorization from CITY.

- Field services for water and sewer system modeling data acquisition, including:
 - Add. 1.1- Flow monitoring
 - Add. 1.2- Surveying, mapping, or GIS services
 - Add. 1.3- Manhole inspections
 - Add. 1.4- Fire hydrant flow/ pressure tests
 - Add. 1.5- Pump station draw-downs or flow /pressure tests
- Additional Data and Information Collection



ATTACHMENT B - COMPENSATION

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

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

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

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

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

Fee Schedule for Water and Wastewater Systems Master Plan Update		
Project Phases	Unit	Unit Cost
Water & Wastewater Systems Master Plan Update	Time & Expense	\$349,992.00
TOTAL		\$349,992.00



ATTACHMENT C - LISTING OF KEY PERSONNEL

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

Name	Position	Specialty
Jeff Duplantis, PE,	Program Manager	
Jim Kizer, PE,	QA/QC	Wastewater System Planning
Joey Downey	QA/QC	Water System Planning
Joe Greenburg, PE,	Project Manager	Water/Wastewater Planning
Keith Overstreet, PE,	Project Engineer	Wastewater System Planning
Doug Lawson, P.E.,	Project Engineer	Water System Planning
Ian Schlosser, EIT,	Project Engineer	Wastewater System Planning
Tyler Wright, EIT,	Project Engineer	Water System Planning
Tracy Schmidt	Administrative Assistant	



ATTACHMENT D - SCHEDULE FOR PERFORMANCE

The schedule for the PROJECT within this Consultant Services Agreement is as follows:

Authorization to Proceed	March 1, 2023
Termination of Services	November 1, 2023



CONSULTANT SERVICES

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

Prior to Authorization To Proceed:

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

Prior to submitting 30% review documents:

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

Throughout project:

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



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

Upon completion of design:

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

AUGUSTA UTILITIES DEPARTMENT

BY: _____

PRINTED NAME: _____

TITLE: DIRECTOR

DATE: _____

CONSULTANT

BY: _____

PRINTED NAME: Jeffrey L DuplantisTITLE: Client Service ManagerDATE: 4/03/23



ADDITIONAL SERVICES:

1. Other Services not described above, as approved by the CITY.

NOTE:

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



Engineering Services Committee

Meeting Date: 4/25/2023

Item Name: Approve Funding for Grant Writing Services targeted at water and wastewater.

Department:	Utilities
Presenter:	Wes Byne
Caption:	Approve Funding for Grant Writing Services targeted at water and wastewater
Background:	AUD has requested a scope to provide grant-writing services specifically targeted at funds for water and wastewater services. This has an estimated budget of \$60,000. Services to be provided by W.K. Dickson who is a re-Qualified Engineering Consultant approved for RFQ 18-132.
Analysis:	Substantial funding and low-interest loan options are available due to new federal funding, however these sources typically require specialized experience on the method to apply and procure the funds. AUD has requested that WK Dickson provide a scope to provide these services, because they have staff members who have substantial experience with the applications and programs.
Financial Impact:	Funding in the amount of \$60,000 is required to fund these initiatives and should be transferred from fund 506 contingency the to the following accounts: 506043110-5213119
Alternatives:	No alternatives are recommended
Recommendation:	AUD recommends approving these services
Funds are available in the following accounts:	Funds are available in the following accounts after transfer: G/L 506043110-5213119
<u>REVIEWED AND APPROVED BY:</u>	N/A

RFQ 18-132 Engineering Consultant Services Rosters

Category 1 – Water Distribution System and Wastewater Collection System Analysis and Design, including Pumping Stations:

A & S Engineering, LLC
Constantine Engineering, Inc.
Cranston Engineering Group, P.C.
Goodwyn, Mills and Cawood, Inc.
Infrastructure Systems Management, LLC
Johnson, Laschober & Associates, P.C.
W.K. Dickson & Company, Inc.
W.R. Toole Engineers, Inc.
Zimmerman, Evans & Leopold, Inc.

Category 2 – Water Treatment Plants:

Goodwyn, Mills and Cawood, Inc.
Hazen and Sawyer
Jacobs Engineering Group, Inc.

Category 3 – Wastewater Treatment Plants:

Constantine Engineering, Inc.
Goodwyn, Mills and Cawood, Inc.
Hussey, Gay, Bell & DeYoung, Inc.
Jacobs Engineering Group, Inc.

Category 4 – Wastewater Collection System Modeling:

CDM Smith, Inc.
Constantine Engineering, Inc.
Jacobs Engineering Group, Inc.

Category 5 – Wastewater Collection System Flow Monitoring:

McKim & Creed, Inc.
W.K. Dickson & Company, Inc.
Woolpert, Inc.

Category 6 – Surveying:

Cranston Engineering Group, P.C.
Moreland Altobelli Associates, LLC
Woolpert, Inc.
W.R. Toole Engineers, Inc.



STATE OF GEORGIA
RICHMOND COUNTY

MAJOR PROJECTS
CONSULTANT SERVICES AGREEMENT
BETWEEN
AUGUSTA, GEORGIA
(CITY)
AND
W.K. Dickson & Co., Inc.
(CONSULTANT)

CONSULTANT: W.K. Dickson & Co., Inc.

PROJECT: AUD Funding Assistance

DATE EXECUTED:

DATE COMPLETED:



STATE OF GEORGIA
RICHMOND COUNTY

MAJOR PROJECTS
CONSULTANT SERVICES AGREEMENT
BETWEEN
AUGUSTA, GEORGIA
(CITY)
AND
W.K. Dickson & Co., Inc.
(CONSULTANT)

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

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

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

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



GENERAL PROVISIONS

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

CONSULTANT COORDINATION

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

AMENDMENTS TO AGREEMENT

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

REDUCTION IN REQUIRED SERVICES

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

DATE CHANGES

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

AGREEMENT MODIFICATIONS

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

TIME OF COMPLETION

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



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

PROJECT PROGRESS

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

LITIGATION

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

BINDINGS

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

EXTENT OF THE AGREEMENT

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

DEFINITIONS

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

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

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

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

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



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

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

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

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

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

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

CONTRACT DOCUMENTS

List of Documents

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

Conflict and Precedence

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

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



GENERAL CONDITIONS

1. COMMENCEMENT OF WORK

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

2. PROFESSIONAL STANDARDS

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

3. CHANGES AND EXTRA WORK

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

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

4. PERSONNEL

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

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

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



5. ACCURACY OF WORK

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

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

6. CONFIDENTIALITY

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

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

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

7. OPEN RECORDS

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

8. JURISDICTION

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

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



9. TERMINATION OF AGREEMENT FOR CAUSE

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

10. TERMINATION FOR CONVENIENCE OF THE CITY

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

11. COORDINATION AND COOPERATION WITH OTHER UTILITIES AND CONSULTANTS

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

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

12. COVENANT AGAINST CONTINGENT FEES

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



13. RESPONSIBILITY FOR CLAIMS AND LIABILITY

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

14. INSURANCE

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

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

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

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

CITY will be named as an additional insured with respect to CONSULTANT's liabilities hereunder in insurance coverages identified in items (b) and (c). The policies shall be written by a responsible company(s), to be approved by the CITY, and shall be noncancellable except on thirty-(30) days' written notice to the CITY. Such policies shall name the CITY as co-insured, except for worker's compensation and professional liability policies, and a copy of such policy or a certificate of insurance shall be filed with the Director at the time of the execution of this Agreement.



15. PROHIBITED INTERESTS

15.1 Conflict of Interest: The CONSULTANT agrees that it presently has no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. The CONSULTANT further agrees that, in the performance of the Agreement, no person having such interest shall be employed.

15.2 Interest of Public Officials: No member, officer, or employee of the CITY during his tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

15.3 Employment of CITY's Personnel: The CONSULTANT shall not employ any person or persons in the employ of the CITY for any work required by the terms of the Agreement, without the written permission of the CITY except as may otherwise be provided for herein.

16. SUBCONTRACTING

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

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

17. ASSIGNABILITY

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

18. EQUAL EMPLOYMENT OPPORTUNITY

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

19. DRUG FREE WORKPLACE

CONSULTANT shall be responsible for ensuring that its employees shall not be involved in any manner with the unlawful manufacture, distribution, dispensation, possession, sale or use of a controlled substance in the workplace. For purposes of the policy, "workplace" is defined as CITY



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

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

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

20. ANTI-KICKBACK CLAUSE

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

21. AUDITS AND INSPECTORS

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

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

22. OWNERSHIP, PUBLICATION, REPRODUCTION AND USE

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



23. VERBAL AGREEMENT OR CONVERSATION

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

24. INDEPENDENT CONTRACTOR

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

25. NOTICES

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

CITY:

ADMINISTRATOR
AUGUSTA, GEORGIA
535 Telfair Street
Augusta, GA 30901

CONSULTANT:

W.K Dickson & Co., Inc.
1450 Greene Street, Suite 145
Augusta, GA 30901

Copy to:

Wes Byne PE, Director
AUGUSTA UTILITIES DEPARTMENT
452 Walker Street, Suite 200
Augusta, GA 30901

26. TEMPORARY SUSPENSION OR DELAY OF PERFORMANCE OF CONTRACT

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

27. DEFECTIVE PRICING

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



28. SPECIFIED EXCUSES FOR DELAY OR NON-PERFORMANCE

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

29. HOLD HARMLESS

Except as otherwise provided in this agreement, CONSULTANT shall indemnify and hold harmless Augusta, GA, and its employees and agents from and against all liabilities, claims, suits, demands, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from the negligent performance of its Work.

30. GEORGIA PROMPT PAY ACT NOT APPLICABLE

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

31. RIGHT TO INSPECT PREMISES

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

32. E-VERIFY

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

33. LOCAL SMALL BUSINESS LANGUAGE

In accordance with Chapter 10B of the AUGUSTA, GA. CODE, Contractor expressly agrees to collect and maintain all records necessary to for Augusta, Georgia to evaluate the effectiveness of its Local Small Business Opportunity Program and to make such records available to Augusta, Georgia. The requirements of the Local Small Business Opportunity Program can be found at www.augustaga.gov. In accordance with AUGUSTA, GA. CODE § 1-10-129(d)(7), for all contracts



where a local small business goal has been established, the contractor is required to provide local small business utilization reports. Contractor shall report to Augusta, Georgia the total dollars paid to each local small business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors as may be requested by Augusta, Georgia. Such documents shall be in the format specified by the Director of minority and small business opportunities and shall be submitted at such times as required by Augusta, Georgia. Failure to provide such reports within the time period specified by Augusta, Georgia shall entitle Augusta, Georgia to exercise any of the remedies set forth, including but not limited to, withholding payment from the contractor and/or collecting liquidated damages.

34. ACKNOWLEDGEMENT

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

[SIGNATURES ON FOLLOWING PAGE]



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

CITY:

AUGUSTA, GEORGIA (CITY)

BY: _____

PRINTED NAME: Garnett L. Johnson

AS ITS: **MAYOR**

CONSULTANT:

W. K Dickson & Co., Inc.

BY: _____

PRINTED NAME William G. Wingate, III

AS ITS: Vice President

ATTEST CLERK:

PRINTED NAME: _____

AS ITS: **Clerk of Commission**

DATE: _____

ATTEST:

PRINTED NAME: _____

AS ITS: _____

DATE: _____

Copy to:

DIRECTOR

AUGUSTA UTILITIES DEPARTMENT

452 Walker Street, Suite 200

Augusta, GA 30901



CONSULTANT'S RESPONSIBILITIES

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

PROJECT UNDERSTANDING

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

REVIEW OF WORK

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

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

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

CONSULTANT'S INSURANCE

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

CITY'S RESPONSIBILITIES

CITY-FURNISHED DATA

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

RIGHT TO ENTER

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



necessary documents identifying the CONSULTANT as being in the employ CITY for the purpose described in the Agreement.

ADVERTISEMENTS, PERMITS, AND ACCESS

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

TIMELY REVIEW

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

PROMPT NOTICE

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

CITY'S INSURANCE

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

LITIGATION ASSISTANCE

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



ATTACHMENT A - SCOPE OF SERVICES

PROJECT DESCRIPTION:

PROJECT PURPOSE AND PRESENT CONDITIONS

Within the past year, the water industry has experienced unprecedented level of federal funding that will continue for the next several years. This initial investment came from the American Rescue Plan Act (ARPA) and was followed by the passage of the Infrastructure Investment and Jobs Act (IIJA) or also known as the Bipartisan Infrastructure Law (BIL). BIL will add significant supplemental dollars to State Revolving Fund over the next 5 years. This brings significant opportunities for the OWNER to leverage local dollars with these additional funds to complete critical capital improvement projects, such as the rehabilitation of these satellite sewer systems. As a result of this unprecedented federal action, additional funding may also be available for these projects through additional state ARPA funds, other federal/state infrastructure funding programs as well as the potential for federal funding earmarks.

The CONSULTANT aided the OWNER in preparing applications for basin rehabilitation projects. The goal of this project will be to utilize the CONSULTANT's funding, regulatory and system design experience to assist the OWNER in identifying and in evaluating additional funding sources throughout the OWNER's system.

PROJECT DESCRIPTION

As a public wastewater utility in Georgia, the OWNER is eligible for applying for loans and grants for the upgrade and maintenance of their collection system assets. Through this project, the CONSULTANT will provide support to the OWNER in assessing potentially viable funding alternatives for the upgrade and maintenance of the OWNER's collection system assets.

SCOPE OF WORK

Task 1 – FUNDING REVIEW MEETING: Based on funding guidance on SRF project eligibility/principal forgiveness requirements and information on the additional funding that will be available through the IIJA, the CONSULTANT will initially meet with the OWNER and OWNER's other funding support to review their priority projects and discuss which funding opportunity may be best suited for each. This meeting can be held virtually to allow it to occur as soon as possible. After the funding review meeting, additional meetings may be held quarterly or when the annual capital improvement budget is being developed to complete this process for new projects.



Task 2 – DEVELOPMENT OF FUNDING PLAN: Following the kick-off meeting, the CONSULTANT will develop a funding plan for those projects that are best aligned with the funds available from the various sources so that the OWNER will be positioned to quickly act on upcoming application deadlines in 2023. New projects will be added to the plan as they are identified and vetted through a funding review meeting.

Task 3 – DEVELOPMENT OF FUNDING REQUESTS: As more information is known about the IJJA funds through SRF, as well as other potential funding opportunities (i.e., FEMA BRIC program) and potential projects have been identified through meeting with the OWNER, the CONSULTANT can assist the OWNER in developing requests, applications, and project questionnaires. The CONSULTANT will provide the OWNER with an overview of each potential funding source, application requirements, timeframe for securing the funds and any special terms or conditions that may be attached to those funds. This will allow the OWNER to make informed decisions about which funds to pursue. Because these efforts to complete and submit applications may be quite different depending on the funding agency, the CONSULTANT will provide the OWNER with monthly updates concerning progress and remaining funding allocated. Additional Task Orders, as needed, that will provide a scope of work and fee based on the level of effort needed for each submittal if the OWNER elects to have the CONSULTANT perform these additional services.



ATTACHMENT B - COMPENSATION

The City shall pay the CONSULTANT for services set forth in Scope of Services,

Basic Services

The OWNER shall pay the CONSULTANT for services set forth in Scope of Services as follows:

Item/Description	Terms	Fee
Funding Assistance	HRLY/NTE	\$60,000.00
Total Fee		\$60,000.00

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

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

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

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

Compensation for funding assistance shall be invoiced based on the hourly rates attached.

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



W.K. DICKSON & CO., INC.
2023 RATE SCHEDULE

LABOR**2023**

Principal	\$263.00/hr.
Senior Consultant	\$242.00/hr.
Senior Project Manager	\$231.00/hr.
Senior Engineering Manager	\$231.00/hr.
Project Manager	\$200.00/hr.
Engineering Manager	\$200.00/hr.
Senior Project Engineer	\$179.00/hr.
Project Engineer	\$168.00/hr.
Senior Scientist	\$158.00/hr.
Scientist	\$144.00/hr.
Senior Planner	\$191.00/hr.
Planner	\$146.00/hr.
Senior Engineering Designer	\$152.00/hr.
Engineering Designer	\$139.00/hr.
Senior GIS Analyst	\$163.00/hr.
GIS Analyst	\$140.00/hr.
GIS Technician	\$118.00/hr.
Senior Construction Observer	\$140.00/hr.
Construction Observer	\$118.00/hr.
Project Administrator	\$86.00/hr.

EXPENSES

Reproductions	Cost
Mileage	IRS Rate
Telephone, Postage	Cost
Travel (Meals/Lodging)	Cost
Subconsultants	Cost + 10%

Note: The above rates are effective January 1, 2023. WK Dickson reserves the right to revise to reflect inflationary increases.



ATTACHMENT C - LISTING OF KEY PERSONNEL

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

William 'Trey' G. Wingate, III, PE	Vice President	
Angela Mettlen	Vice President	Director of Strategic Funding & Regulation
Anita Robertson, PE	Senior Project Manager	
Jeremy Brashears, PE	Vice President	
Priya Veeravalli, PE	Project Engineer	
Walt Fletcher, PE	Senior Project Manager	



CONSULTANT SERVICES

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

Prior to Authorization to Proceed:

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

Prior to submitting 90% review documents:

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

Throughout project:

- ☒ Prepare printed responses to comments received from the CITY following reviews.
- ☐ Provide the necessary plats for easement acquisition and DOT/other permit application.
- ☐ Prepare Public Works/DOT/Other permit applications for signature by the CITY.
- ☐ Prepare and submit plans to EPD for review and approval when required.
- ☐ Prepare plans and specifications, using *Augusta Utilities Design Standards and Specifications (latest version)*. Specifications must mirror that provided by the CITY.



- ☐ Prepare construction cost estimates at each review stage, 90% and with the submittal of Final documents. Provide cost breakdown for any items to be lump sum in the construction contract.

Upon completion of design:

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



ADDITIONAL SERVICES:

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

NOTE:

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



Commission Meeting

Meeting Date: May 2, 2023

Augusta Levee USACE Periodic Inspection Report

Structural Encroachments Condition Assessment

Cranston Engineering On-Call Engineering Services / RFP 19-241

Department:	Engineering & Environmental Services
Presenter:	Dr. Malik Hameed
Caption:	Authorize and approve Supplemental Agreement Number Eleven (SA11) for Cranston Engineering in amount of \$131,104.00 for the Augusta Levee Task Order. Task Order includes Levee structural encroachments condition assessment including drainage and structural inspections. requested by Engineering / RFP 19-241
Background:	Performance of flood control structures are under increased scrutiny by federal and state regulatory agencies due to recent encountered wet weather disasters. Similar emphases are on federally protected levees such as Augusta Levee. The latest Periodic Inspection (PI) reports for the Augusta Levee by the Corps of Engineers (USACOE) and deficiencies requiring a wide range of correction measures to re-establish levee status to “Active”. AED and the COE have been in constant communications developing an acceptable plan of action for bringing the Levee to “Active” status. Noted deficiencies are of two types: Structural Encroachments and Trees. System-Wide Improvement Framework (SWIF) is one of possible option to bringing the levee to “Active Status”.
Analysis:	Cranston Engineering (Cranston) has extensive structural and performance familiarity with Augusta’s flood control structures. Cranston is under contract for providing on-call engineering services including specialized structural engineering for Augusta Engineering. Also, Cranston past and recent involvement in levee compliance efforts and interaction with the USACE levee staff will be helpful in developing an acceptable solution to bringing the levee to “Active Status”. Supplemental work is continuity and completing in progress structural features condition assessment tasks.
Financial Impact:	Funds are available in Engineering Drainage SPLOST 8
Alternatives:	Do not approve and find alternative way to complete needed specialized engineering services work.
Recommendation:	Authorize and approve Supplemental Agreement Number Eleven (SA11) for Cranston Engineering in amount of \$131,104.00 for the Augusta Levee Task

Order. Task Order includes Levee structural encroachments condition assessment including drainage and structural inspections. requested by Engineering / RFP 19-241.

Funds are available in the following accounts: (\$131,104)330-041110 - Engineering Drainage SPLOST 8 Funds

REVIEWED AND HM/SR
APPROVED BY:



CRANSTON

CranstonEngineering.com

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

April 26, 2022

Hameed Malik, Ph.D., P.E.
Director of Engineering
Augusta Engineering Department
452 Walker Street
Augusta, Georgia 30901

Re: Augusta Levee – 2021 Inspection Follow Up
Corps of Engineers Rehab Program Support Services
Our File No. 2009-0105

Dear Dr. Malik:

In accordance with your request, we are pleased to offer the following proposal for engineering study, coordination, and general support services relating to the US Army Corps of Engineers' (USACE) 2021 inspection of the Augusta Levee. Based on information provided by you, four (4) areas were rated as Unacceptable. As such, we understand the Augusta Levee is ineligible for the USACE Rehabilitation Program (PL84-99).

As discussed during our recent meeting, the October 2021 Corps inspection identified deficiencies that were not previously documented in prior inspections. We understand the focus of this assignment would be limited to only items previously identified and not the new items in the October 2021 Corps report. Specifically, this proposal includes professional services for the following items:

- Levee Embankments, Encroachments
 - Altered Area at Upstream End of Levee (Sta: 14+25-17+71)
 - Water's Edge Development (Sta: 83+50 – 109+00)
- Interior Drainage System, Culverts / Discharge Pipes (4 Locations)
- Interior Drainage System, Sluice / Slide Gates

Cranston Engineering will study these areas and support the Augusta Engineering Department through the development of potential solutions that would result in a revised rating of at least Minimally Acceptable. We will provide coordination services with the Corps of Engineers as it relates to the services associated with each item identified above.

SCOPE OF WORK:

We propose to complete the professional services using the following task-based approach.

➤ TASK #1 - Levee Embankments, Encroachments

- Inspection ID No. 2019-0018 – Area at Upstream End of Levee (Sta: 14+25-17+71)
 - Cranston Engineering proposes to complete a topographic field survey of the upstream end of the Augusta Levee. The survey information will be compared against original design contours to determine if the original levee elevation has been preserved.
 - We will review the results of the survey and offer recommendations.
- Inspection ID No. 2019-0017 – Waters Edge Development (Sta: 83+50 – 109+00)
 - Assist the City of Augusta in the development of a tentative plan to mitigate risks associated with the development.
 - Facilitate meetings with the Corps of Engineers Savannah District to review current risks and potential options for Levee alterations.

➤ TASK #2 – Interior Drainage System, Culverts / Discharge Pipes

- Video Inspection of Culverts & Discharge Pipes (Inspection ID No. Not Identified)
 - Complete an inspection using a combination of visual and camera-assisted observations to assess the condition of the culverts identified below. Based on previous similar efforts, we understand that multi-agency coordination will be required to lower water surface elevations in the Savannah River to levels that will permit video apparatus to effectively document the existing conditions.
 - We will prepare a written report of the results. Such reporting will be included in an overall report covering other assessments as detailed elsewhere. Known pipes to be inspected include:
 - 84" concrete storm pipe at 10th Street between the Storm Vaults on each side of the Levee.
 - 48" concrete storm pipe inside steel casing at 2nd Street
 - 48" concrete storm pipe inside steel casing at Forsythe Street
 - 36" storm pipe at Station 342+15 inside of PCS Nitrogen plant
 - Please refer to the enclosed exhibit for culvert locations.
 - The proposed sub-consultant, Southeast Pipe Survey, has included scope for plugging and dewatering the section of the 84" concrete storm pipe at 10th Street. The use of pneumatic plugs and vacuum truck services is anticipated. Based on site visits to this location, the downstream outlet pipe that extends into the Savannah River appears to be inaccessible. This pipe section is excluded from the survey.
 - Extensive dewatering, debris removal, and structure modifications are excluded.

- We assume that access to these locations and structures will be provided / facilitated by Augusta Engineering Department and PCS Nitrogen.

➤ **TASK #3 – Interior Drainage System – Sluice / Slide Gates**

- Inspection ID No. Not Identified – Sibley / King Mill, Hawks Gully, and Butler Creek Gates
 - The task is specific to the following structures:
 - Sibley Mill gates/wing walls
 - King Mill gates/wing walls
 - Hawks Gulley gates/wing walls
 - Butler Creek gates/wing walls
 - Cranston Engineering will prepare a Structural Condition Assessment Report that includes:
 - Descriptions of the existing conditions
 - Criteria for the prioritization of improvements based on severity of the condition
 - Findings and Conclusions
 - Recommended Prioritization Matrix
 - An estimated timeline for repairs
 - Cranston Engineering will reference the December 2020 inspection reports prepared by us and Rodney Hunt to support the development of recommendations and a prioritization matrix. This task does include additional site visits or use of boat for inspection purposes.

➤ **TASK #4 – Coordination with Corps of Engineers**

- We propose to assist you in coordinating with the Corps of Engineers by supplying additional requested information, responding to Corps comments, and consulting with you on an as-needed basis.

TIME OF COMPLETION:

A refined timeline is challenging to establish given the limited pre-proposal coordination to-date. Regardless, we are prepared to initiate services immediately upon your direction to proceed. At such time, we will develop a task-based schedule to include approximate durations and milestone targets.

FEE PROPOSAL:

We propose the following task-based fee breakdown.

<u>TASK</u>	<u>FEE</u>
1. Levee Embankments, Encroachments (Lump Sum)	
- Survey / Evaluate Area at Upstream End of Levee	\$6,450
- Water's Edge Development Coordination	\$11,810
2. Interior Drainage System – Discharge Pipes (Lump Sum)	\$79,974
3. Interior Drainage System – Sluice / Slide Gates (Lump Sum) (Sibley, King, Hawks Gully, and Butler Creek Gates)	\$19,990
4. Coordination with Corps of Engineers (Lump Sum)	\$12,880*
TOTAL:	\$131,104

*This value is in addition to the \$11,530 in fee that remains in the current contract for Corps Coordination and Response tasks.

We would expect to submit itemized invoices, broken down by the tasks outlined above monthly and to receive payment within 30 days thereafter. We are prepared to execute an appropriate supplemental agreement or to receive an additional purchase order as appropriate.

We appreciate the opportunity of assisting you with this matter. Should you have any questions concerning the scope of the services offered, or the fees, please do not hesitate to give us a call.

Sincerely,

CRANSTON ENGINEERING GROUP, P.C.



Mitchell Murchison, P.E., MBA



Tom Dunaway, P.E., MBA

MBM/wtd

Enclosure

AUGUSTA, GEORGIA
ENGINEERING DEPARTMENT
SUPPLEMENTAL AGREEMENT

Item 5.

Augusta Richmond County Project Number(s):	330-041110-52.12115
Supplemental Agreement Number:	11
Purchase Order Number:	P162085

WHEREAS, We, **Cranston Engineering Group, PC Consultants** entered into a contract with Augusta, Georgia on February 17, 2009, for Engineering Design Services for the **Augusta Levee Certification 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 services to consist of final design development and construction

It is agreed that as a result of the above described modification the contract amount is increased by **\$131,104.00** from **\$1,514,152.00** to a new total of **\$1,645,256.00**.

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

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

This _____ day of _____, 2023.

RECOMMEND FOR APPROVAL:

CITY OF AUGUSTA, GEORGIA

Honorable Garnett L. Johnson, Mayor

Cranston Engineering Group, PC

Approved: Date _____

Approved: Date _____
[ATTACHED CORPORATE SEAL]

ATTEST:

ATTEST:

Title: _____

Title: _____



Commission Meeting

Meeting Date: May 2, 2023

Greene Street Improvements Project

Design Services for Roadway Improvements

TIA Project Number: RC07-000117 / PI#0011389

CEI & Construction Rescoping Services

RFP Item: 18-312

File Reference: 23-014(T)

Department:	Engineering & Environmental Services
Presenter:	Dr. Malik Hameed
Caption:	Approve Supplement funding (SA2) to Infrastructure Systems Management, LLC in the amount of \$295,420.23 for the Greene Street Improvements Construction Phase Services (CEI & Construction Rescoping). Requested by Engineering / RFP 18-312
Background:	The Greene Street Improvements is a project from the “Approved Investment List” of TIA that was approved by voters of the CSRA in July 31, 2012 referendum. Greene Street is a Band 3 project. The project improvements consist of improving roadway safety by resurfacing, reconstructing the existing curb and gutter, replacing sidewalks and improving the storm water system. The project will improve pedestrian safety at intersections with new high visibility crosswalks. New street landscaping will be provided, where possible, to enhance pedestrian use and improvement in roadway aesthetics. Project construction contract awarded to Reeves Construction on March 7, 2023 and construction will commence soon. Construction Phase requires design related coordination with utilities, resolution of constructability conflicts, review of contractor construction documents submittals, and request for field information (CEI) that warrants design engineer services.
Analysis:	Project is in construction. On April 2, 2019 Augusta Commission approved award of design phases the project to Infrastructure Systems Management, LLC (ISM). This supplemental agreement covers services during construction phase for contractor request for field information, utility conflicts assessment & resolution, field engineering, and attending construction progress meetings. Services also include construction rescoping of road 13th Street to 5th Street segment.
Financial Impact:	Funds in amount of 295,420.23 are available in Project TIA funds.

Alternatives: Do not approve and find alternative to perform CEI services.

Recommendation: Approve Supplement funding (SA2) to Infrastructure Systems Management, LLC in the amount of \$295,420.23 for the Greene Street Improvements Construction Phase Services (CEI & Construction Rescoping). Requested by Engineering / RFP 18-312.

Funds are available in the following accounts: (\$295,420.23) 371-041110-52.12115 / T15040117-52.12115 - Project TIA Funds

REVIEWED AND APPROVED BY: HM/SR

**ENGINEERING DEPARTMENT
SUPPLEMENTAL AGREEMENT**

Item 6.

Augusta Richmond County Project Number(s):	371-041110-T15040117
GDOT Number (s):	RC07-000117 PI 0011389
Supplemental Agreement Number:	2
Purchase Order Number:	19ENG756

WHEREAS, We, **Infrastructure Systems Management, LLC**, entered into a contract with Augusta-Richmond County on April 2, 2019 for engineering design services associated with the improvements to **Greene Street Improvements**. Project RC07-000117, PI 0011389, 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:

Greene Street Preliminary and Final Re-Design

It is agreed that as a result of the above-described modifications the contract amount is increased by **\$295,420.23** from **\$832,927.06** to a new total of **\$1,128,347.29**.

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, **Infrastructure Systems Management, LLC**, hereby agree to said Supplemental Agreement consisting of the above-mentioned item and agree that this Supplemental Agreement is hereby made a part of the original contract to be performed under the specifications thereof, and that the original contract is in full force and effect, except insofar as it might be modified by this Supplemental Agreement.

RECOMMEND FOR APPROVAL:

CITY OF AUGUSTA-RICHMOND COUNTY
AUGUSTA, GEORGIA

Infrastructure Systems Management, LLC.

Honorable Garnett L. Johnson, Mayor

Approved Date: _____

ATTEST:

Title:

Approved: Date:
[ATTACHED CORPORATE SEAL]

ATTEST:

Title:

Infrastructure Systems Management, LLC

Tel 706-691-8611

1557 Broad Street

www.ismllc-engr.com

Augusta, GA 30904

aladson@ismllc-engr.com



March 27, 2023

Hameed Malik, PhD, PE
 Director – Augusta Engineering Department
 452 Walker Street, Ste. 110
 Augusta, GA 30901

RE: Greene Street Preliminary and Final Re-Design – Supplement

Dear Dr. Malik:

Infrastructure Systems Management (ISM) is pleased to submit this proposal/fee to Augusta Engineering Department to provide design services for Greene Street Re-Design project.

Proposed services consist of the following:

1. Re-design of existing Greene Street drainage from 13th Street to 5th Street.
2. Program/Project Management Supplement and Support.
3. Conditional field assessment for substandard curb height, areas of failing, sidewalk within the median, and areas of poor drainage with significant ponding.
4. Production of construction plans for proposed drainage improvements, proposed sidewalk replacement, and curb resetting where needed as determined by the conditional field assessment.
5. Utility coordination support.
6. Construction quantities and cost estimates included for 30% submittal, 90% submittal, and submission of final plans.
7. Submission for GDOT plan reviews and comments.
8. Construction Observation.

GREENE STREET RE-DESIGN		
NO.	DESCRIPTION	COST
1	Stage I - Conditional Field Assessment/Project Management Supplement	\$ 75,780.23
2	Stage II - Drainage Design	\$ 94,220.00
3	Stage III - Plan Production	\$ 44,780.00
4	Stage IV - Utilities	\$ 19,560.00
5	Stage V - Plan Reviews and Revisions	\$ 41,080.00
6	Stage VI - Construction Observation	\$ 20,000.00
		\$ 295,420.23

March 27, 2023
Hameed Malik, PhD, PE
Page 2

Once again, we appreciate your consideration of ISM for this project. If these fees are acceptable, please sign and return this proposal at your earliest convenience. In the meantime, if you should have any questions, please feel free to call me at (706) 691-8611.

Sincerely,



Abie L. Ladson, PE

ACCEPTED:

Hameed Malik, PhD, PE

SIGNATURE: _____

TITLE: _____

DATE: _____



Engineering Services

Meeting Date: 4/25/2023

CDM Smith, Inc., CO - Amendment #1 for Additional Services for the Sanitary Sewer Model to include Fort Gordon service area for the Utilities Department

Department:	Utilities
Presenter:	Wes Byne
Caption:	Consider proposal from CDM Smith, Inc., to provide additional services for the Sanitary Sewer Model of the Fort Gordon Service area for the Utilities Department CO Amendment 1 - 19UTI809.
Background:	<p>CDM Smith, Inc. was awarded a contract to produce a Sanitary Sewer Model for the Utilities Department that covered all areas of the Augusta-Richmond County outside of the Fort Gordon Service area. This amendment will allow CDM Smith, Inc. to include Fort Gordon into the overall model.</p> <p>A Sanitary Sewer Model will provide AUD with a tool to plan for capital improvements and future development as well as diagnose problems within the system.</p>
Analysis:	It would be cost efficient for CDM Smith, Inc. to include the Fort Gordon service area within the Sanitary Sewer Model as an additional service to their current contract for \$47,820.00 as detailed in their proposal.
Financial Impact:	We have reviewed the proposal from CDM Smith, Inc. and find it to be reasonable. Funding in the amount of \$47,820.00 is available from accounts: G/L 507043490-5212999 - J/L 81900100-5212999.
Alternatives:	No alternatives are recommended.
Recommendation:	Recommend approval for Utilities Department to supplement the CDM Smith, Inc., current contract to perform the additional services in the amount of \$47,820.00
Funds are available in the following accounts:	Funds are available in the following accounts: G/L 507042490-5212999 - J/L 81900100-5212999
<u>REVIEWED AND APPROVED BY:</u>	N/A

ENGINEERING SERVICES CONTRACT CHANGE ORDER

CO NUMBER	01
BID ITEM	19-188
DATE	02/02/2023

PROJECT TITLE Sanitary Sewer Hydraulic Model

ORIGINAL CONTRACT DATE 11/05/19 **PROJECT NUMBER** AUD 2020-010

OWNER AUGUSTA, GEORGIA **PO NUMBER** 19UTI809

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

Description of Change (for a more detailed description see attached proposal): Original project scope consisted of the production of a Wastewater Model which included main trunks and sewer interceptors greater than a particular size throughout the county but did not include the Fort Gordon component of the AUD system. Given the many upcoming projects and growth in/around Fort Gordon, a working model depicting those assets will be vital to future planning. This amendment adds the Fort Gordon system to the overall model.

PAYEE		CDM Smith, Inc.
TOTAL AMOUNT OF THIS CHANGE ORDER	\$	47,820.00
The contract time will be INCREASED by 100 calendar days as a result of this change.		
ORIGINAL CONTRACT AMOUNT	\$	329,200.00
PREVIOUS CHANGE ORDER (INCREASE)	\$	0.00
THIS CHANGE ORDER (INCREASE)	\$	47,820.00
TOTAL REVISED CONTRACT AMOUNT WITH CHANGE ORDER	\$	377,020.00

FUNDING NUMBER/ACCOUNT NUMBER	507043490	5212999
	81900100	5212999

PROPOSED BY:	<u>Ashley N. Reid</u> CONSULTANT	DATE: <u>March 9, 2023</u>
REQUESTED BY:	<u>C. D. [Signature]</u> ENGINEER	DATE: <u>3/15/2023</u>
SUBMITTED BY:	<u>[Signature]</u> DEPARTMENT HEAD	DATE: <u>15 Mar 23</u>
FINANCE ENDORSEMENT:	_____ COMPTROLLER	DATE: _____
RECOMMENDED BY:	_____ ADMINISTRATOR	DATE: _____
APPROVED BY:	_____ MAYOR	DATE: _____

PURCHASE ORDER

AUGUSTA, GEORGIA

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

Page 1 of 1

PURCHASE ORDER
19UTI809

Item 7.

DATE 12/12/19	DEPARTMENT 043490	VENDOR PHONE # (404) 720-1400	REQUISITION/QUOTE NO. R326727
VENDOR # 21071	E-VERIFY # 32909	EMAIL	PURCHASE ORDER NUMBER ABOVE MUST APPEAR ON ALL INVOICES, SHIPPING PAPERS, AND PACKAGES.
VENDOR CDM SMITH 3715 NORTHSIDE PARKWAY NW BUILDING 300 SUITE ATLANTA, GA 30327		ATTN: BID NUMBER: 19188 CONTRACT #: 19UTI809 BUYER: NANCY	
SHIP TO: AUGUSTA UTILITIES ADMIN 452 WALKER STREET SUITE 200 AUGUSTA, GA 30901		BILL TO: AUGUSTA, GEORGIA ACCOUNTING DEPARTMENT, SUITE 800 535 TELFAIR STREET, MUNICIPAL BUILDING 1000 AUGUSTA, GA 30901-2379 (706) 821-2335 ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING DESTINATION.	

ITEM #	QUANTITY	UNIT	PRODUCT ID	DESCRIPTION	UNIT PRICE	AMOUNT
0001	1	EACH		DEVELOPMENT OF A SANITARY SEWER MODEL APPROVED BY COMMISSION 11/7/19, ITEM #19 6/L 507-04-3490/52-12999 J/L 81900/100 - 5212999	329,200.00	329,200.00

CONDITIONS - READ CAREFULLY

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

Sent by:

DEC 13 2019

Tess Thompson

REQUISITIONER

NET TOTAL.....

329,200.00

APPROVED FOR ISSUE

G.A. Sams

PROCUREMENT DIRECTOR

**AMENDMENT NO: 01
TO AGREEMENT
BETWEEN
OWNER AND ENGINEER**

This Amendment No: 01 is made and entered into this ____ day of _____, 2022 to the Agreement between CDM Smith Inc. (CDM Smith) ("ENGINEER") and City of Augusta, GA Utilities Department ("OWNER") dated December 12, 2019, ("the Agreement").

WHEREAS, ENGINEER and OWNER entered into the Agreement for the Sanitary Swer Hydraulic Modeling services, and

WHEREAS, the parties desire to amend the Agreement so as to amend the scope of work, time periods of performance and payment, and/or responsibilities of OWNER; and

WHEREAS, the Agreement provides that any amendments shall be valid only when expressed in writing and signed by the parties.

NOW THEREFORE, in consideration of the mutual understandings and Agreements contained herein, the parties agree to amend the Agreement as follows:

1. The Basic Services of ENGINEER as described in the Agreement are amended and supplemented as follows:

CDM Smith will update and extend the dynamic hydraulic model developed as part of the 2022 Sanitary Sewer Hydraulic Model Project. CDM Smith will use the planned improvement model scenario, which includes the Rocky Creek pump station improvements, as a basis for this task. Per Figure 1, the model will be extended to include the gravity sewer pipes highlighted in orange and yellow in the Fort Gordon Area. Augusta Utilities Department (AUD) will provide as-built drawing information for the gravity sewer highlighted in orange in Figure 1. The pipes highlighted in yellow in Figure 1 will be based on manhole rim and invert elevation data, pipe invert elevations and slope from the AUD GIS. Areas, where missing or inconsistent invert information is identified in the GIS (or invert information is not consistent with upstream and downstream pipes) will be interpolated based on known inverts, or a minimum slope will be assumed.

For the 2022 Sanitary Sewer Hydraulic Model Project, CDM Smith developed a peaking factor approach to model wet-weather flows based on AUD's input. CDM will use the same analysis to re-distribute dry- and wet-weather flows from the existing model to the expanded model. CDM Smith will perform a dry- and wet-weather capacity analysis for the expanded model areas. The sewer capacity analysis will be presented as maps illustrating predicted overflows, surcharged pipes, and the percent full pipe capacity during existing conditions.

CDM Smith will prepare a technical memo documenting the model expansion and expanded capacity analysis.

2. The responsibilities of OWNER as described in the Agreement are amended and supplemented as follows:

No change.

3. The time periods for the performance of ENGINEER's services as set forth in the Agreement are amended and supplemented as follows:

See attached schedule.

4. The payment for services rendered by ENGINEER shall be as set forth below:

For services performed under this Task Order, the Engineer agrees to pay the Subconsultant Lump Sum not exceeding **\$47,820**. The table below summary the cost.

TASK	DESCRIPTION	COST
Task1	Project Management and Billing	\$5,880
Task2	Update Model with As-Builts	\$9,810
Task3	Update Model with GIS	\$10,490
Task4	Model Capacity Analysis	\$5,610
Task5	QA/QC & Base Model Documentatio	\$6,035
Task6	TM & Meetings to Discuss Results	\$9,995
	Total	<u>\$47,820</u>

5. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect.

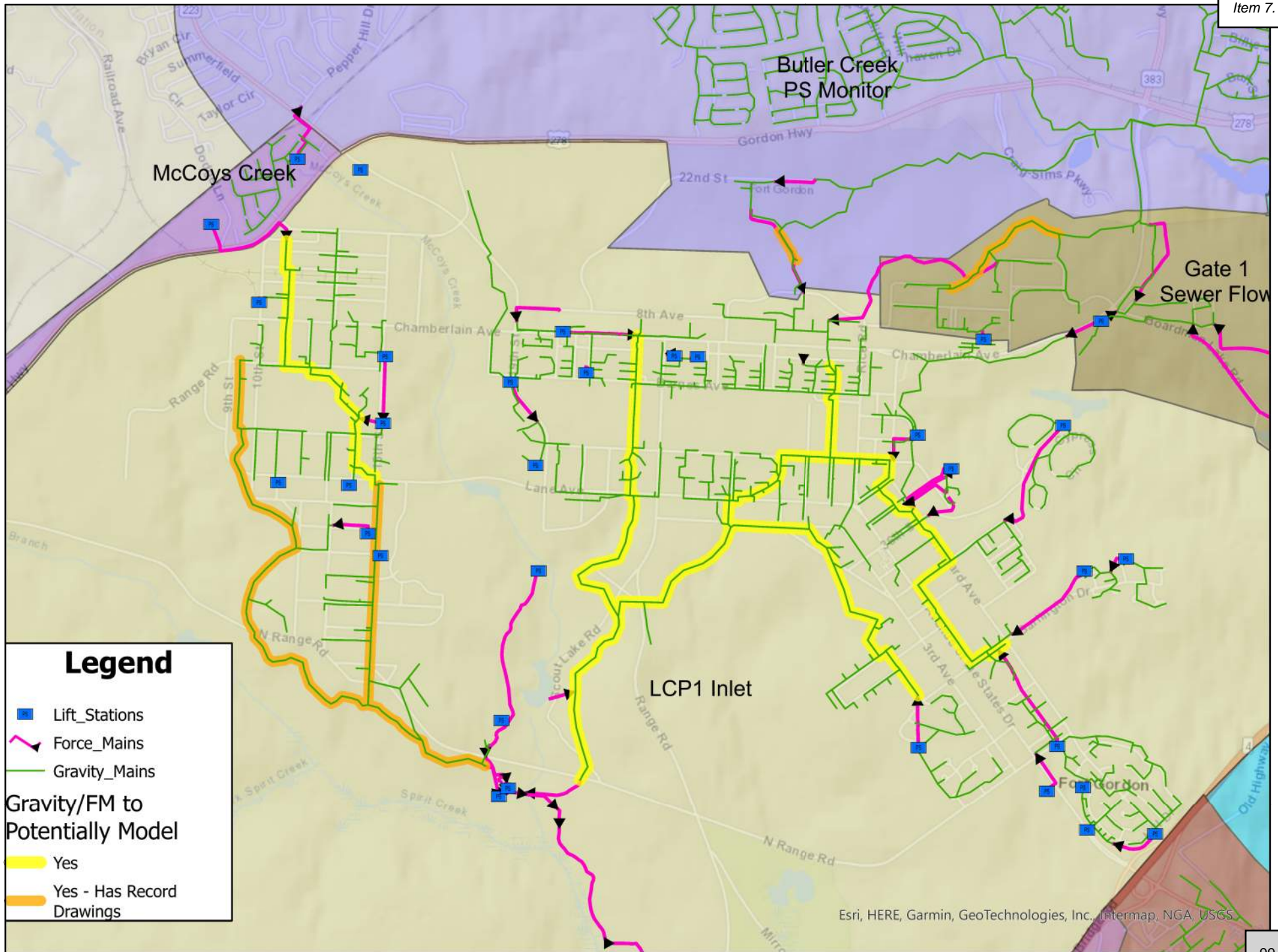
IN WITNESS WHEREOF, the parties hereto have executed this amendment on the date indicated above for the purpose herein expressed.

ENGINEER

DATE:

OWNER

DATE:



Legend

- Lift_Stations
- Force_Mains
- Gravity_Mains

Gravity/FM to Potentially Model

- Yes
- Yes - Has Record Drawings

Esri, HERE, Garmin, GeoTechnologies, Inc., Intermap, NGA, USGS



Office of the Administrator

Item 7.

Jarvis R. Sims, Interim Administrator
Maurice McDowell, Interim Deputy Administrator
William McDonald, Deputy Administrator

Ste. 910 - Municipal Building
535 Telfair Street - Augusta, GA. 30901
(706) 821-2400 - Fax (706) 821-2819

November 7, 2019

Mr. Tom Wiedmeier
Utilities Director
452 Walker Street
Augusta, GA 30901

Dear Tom:

At the regular meeting held Tuesday, November 5, 2019, The Augusta, Georgia Commission took action on the following:

19. Approved motion to award RFQ #19-188, professional services for the development of a Sanitary Sewer Model to CDM Smith, Inc., in the amount of \$329,200 (Approved by Engineering Services Committee October 29, 2019)
24. Approved motion to approve award of RFQ #18-314, Turnkey Performance Based Services to Implement Energy Savings Measures to Noresco, LLC. (Approved by Engineering Services Committee October 29, 2019)

Addendum #1. Approved the issuance of \$21 million plus cost of issuance in bonds for the construction of water and sewer projects at Fort Gordon and authorizing the Mayor and Clerk of Commission to sign and to execute Series 2019 Bond Resolution.

If you have any questions, please contact me.

Yours truly,

A handwritten signature in blue ink, appearing to read "Jarvis R. Sims".

Jarvis R. Sims
Interim Administrator

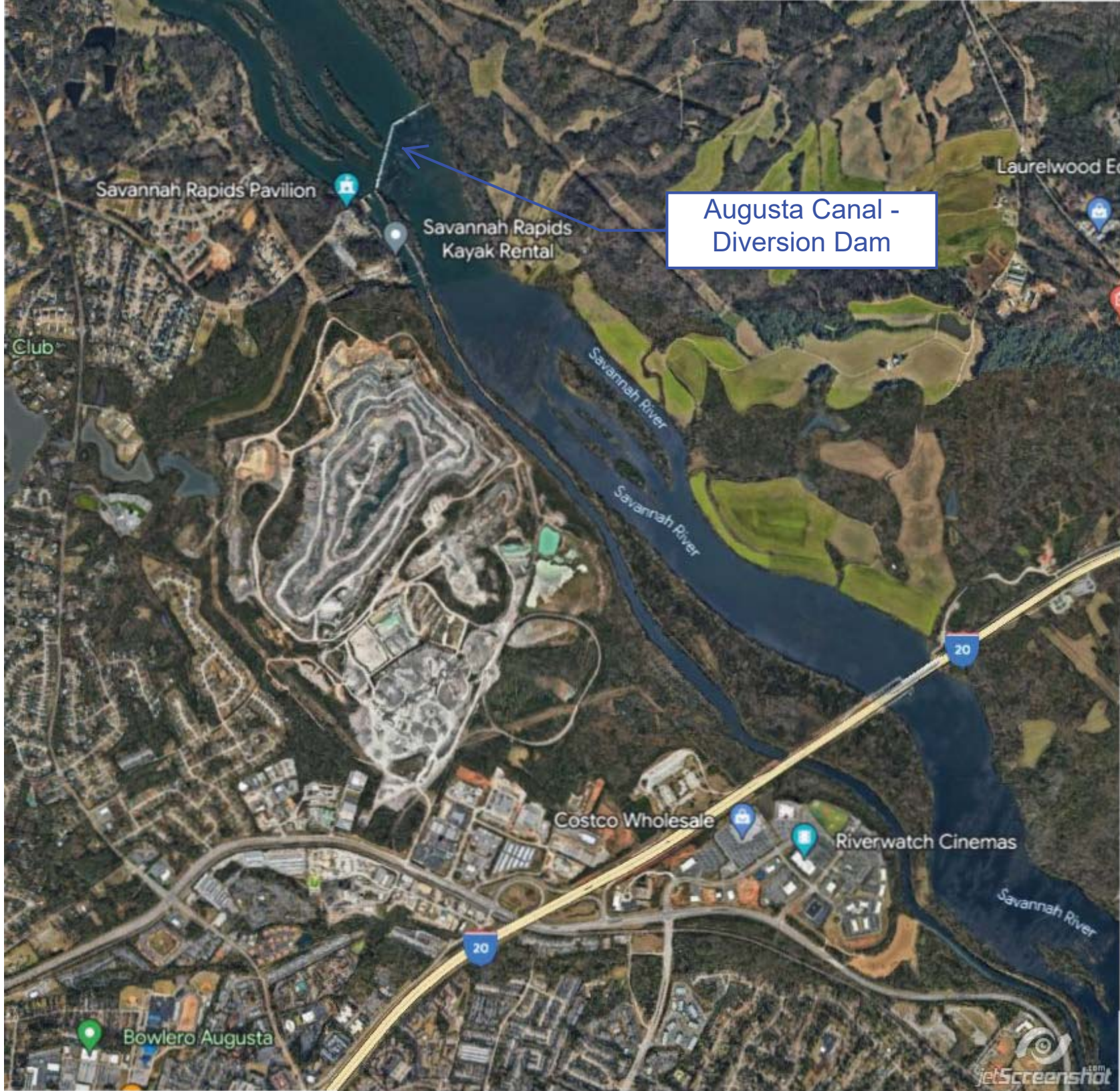


Engineering Services

Meeting Date: 4/25/2023

Item Name Augusta Canal – Diversion Dam Repairs Planning & Due Diligence Project

Department:	Augusta Utilities
Presenter:	Wes Byne
Caption:	Consider proposal to enter an Engineering Services Contract with Cranston Engineering Group, P.C., to provide Planning and Due Diligence Design services towards the repair of the Augusta Canal Diversion Dam in the amount of \$30,000.00. (RFQ 18-132)
Background:	Augusta Utilities Department is currently a license applicant with the Federal Energy Regulatory Commission (FERC) for operation of the Augusta Canal which includes the Augusta Diversion Dam. Following a recent inspection of the Diversion Dam it was determined that repairs are needed to the structure. This contract will assist AUD with the planning associated for the actual engineering design including determining agency permitting requirements and construction delivery options.
Analysis:	Approval of this contract will allow AUD to determine the extent of the services required for the design stage.
Financial Impact:	We have reviewed the proposal from Cranston Engineering Group, P.C., and find it to be reasonable. Funding in the amount of \$30,000.00 is available from accounts: G/L 507043410-5212115 - J/L 82200090-5212115.
Alternatives:	No alternatives are recommended.
Recommendation:	Recommend approval of the contract with Cranston Engineering Group, P.C. for \$30,000.00
Funds are available in the following accounts:	Funds are available in account G/L 507043410-5212115 - J/L 82200090-5212115.
<u>REVIEWED AND APPROVED BY:</u>	N/A





CRANSTON

CranstonEngineering.com

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

March 28, 2023

Mr. Wes Byne, P.E. - Director
Augusta Utilities Department
452 Walker Street, Suite 200
Augusta, Georgia 30901

Re: Augusta Canal Diversion Dam Repairs
Planning & Due Diligence
Cranston File No. 2022-0298

Dear Mr. Byne:

In accordance with your request and our previous discussions, we are pleased to offer the following proposal for professional services associated with the Diversion Dam structure. Cranston recently completed a structural condition assessment of the Diversion Dam. The assessment concluded that repairs were necessary to mitigate potential issues with stability, safety, and general performance of the structure. This proposal states our understanding of the project scope, the required tasks, and the fees for accomplishing the work.

GENERAL:

The February 2, 2023 Augusta Canal Diversion Dam Condition Assessment Report concluded that the Diversion Dam structure is in fair to good condition, considering the age and function of the structure. The report prioritized repairs as follows:

1. Scour and undercutting on the downstream face and foundation.
2. Spalls, cracks, voids, and associated leaks on the surface and dam structure interior.
3. Repair and replacement of stop log bays and appurtenances.
4. Repair and "re-seating" of the Fish Ladder.

The Priority 1 designation was assigned to the Scour and Undercutting condition as foundation failure could lead to a catastrophic event. While not anticipated to be catastrophic in nature, failure due to spalls, cracks, and voids could lead to localized failure necessitating emergency repairs. Likewise, failure of the stop log systems would also be localized and would not lead to global failure of the dam structure. The fish ladder detachment does not represent a structural dam failure and is considered optional in terms of repair or replacement.

Given the potential structural solutions for the Diversion Dam structure and the anticipated multi-agency coordination required, we recommend a project approach that includes a Planning and Due Diligence task as a precursor to formal design and permitting activities. This task would focus on the development of conceptual improvements for each of the repair priorities noted above. Using refined exhibits from the Diversion Dam Condition Assessment Report, potential design solutions will be identified for the locations noted during the Condition Assessment.

Concurrent with the development of potential solutions, Cranston will engage the Federal Energy Regulatory Commission (FERC) to establish permitting requirements. In addition to FERC, we anticipate multiple agency review requirements. These entities could include the US Army Corps of Engineers, State Historic Preservation Commission(s), and Federal Emergency Management Agency (FEMA), among others. Stakeholders will include Augusta, Georgia, North Augusta, South Carolina, Columbia County, Georgia, Aiken County, South Carolina, Edgefield County, South Carolina, and Dominion Energy, at a minimum.

As noted in our March 3, 2023 meeting, Cranston recommends contractor engagement very early in the project development process. Given the existing conditions and unique project requirements, an experienced marine contractor would add significant value to the project team. Specific roles and responsibilities during the design phase could include constructability review, staging and sequencing planning, construction budget control, and scheduling. We understand the Construction Manager at-Risk project delivery method is being considered as a means to this end.

The scope of work noted below outlines our proposed scope for the Planning and Due Diligence task.

SCOPE OF WORK:

Cranston proposes to complete Planning and Due Diligence activities associated with the proposed Diversion Dam improvements. We propose to complete the following tasks and provide the outlined deliverables.

- **Task 1.1 – Conceptual Design**

- Cranston will develop concept plans identifying areas proposed for improvement using inspection data, available basemap information, and exhibits from the Diversion Dam Condition Assessment Report.
- Potential design solutions and alternatives will be shown schematically in cross-sections, conceptual details, and plan view notations. Established stationing along the Diversion Dam will be noted for location of conceptual repairs.
- Conceptual improvements will address each priority condition identified in the Report.

- Cranston will evaluate construction phase access options. Planning activities will also consider permanent measures (e.g., easements) to assure accessibility for operation and maintenance use.
- **Task 1.2 – Regulatory Engagement**
 - At the direction of Augusta Utilities Department, Cranston will engage FERC and other agencies to discuss the project intent and potential improvements. Cranston will request direction regarding permitting requirements from each agency.
 - Cranston will identify the required permit processes for each jurisdictional authority and document those as part of the project deliverables.
 - In coordination with Augusta Utilities Department, Cranston will engage project stakeholders such as North Augusta, Edgefield County, etc.
- **Task 1.3 – Project Delivery Coordination**
 - Cranston will assist the Augusta Utilities Department with pre-qualification requirements and Construction Manager selection, as requested.

Deliverables:

Cranston will prepare a comprehensive Concept Report that outlines the design considerations and proposed alternatives for repair of the prioritized areas. Conceptual drawings will be developed that identify areas requiring repair based on our recent Condition Assessment. Conceptual cross-sections, details, and plan view descriptions will be included. Design repair alternatives will be illustrated schematically on the Concept Plans and described in the Concept Report.

The Concept Report will include a Regulatory Permit summary that outlines all known permitting requirements and contact information per agency. Minutes from stakeholder engagement meetings will be included in the Concept Report.

FEE PROPOSAL:

We propose to complete the task-based approach based on the following fee schedule. Items without a definite scope are proposed on a time and material (T&M) basis at our standard hourly rates that are in effect at that time.

Wes Byne, P.E.
March 28, 2023
Page 4 of 5

Diversion Dam – Planning & Due Diligence
CEG# 2022-0298

<u>Task</u>	<u>Description</u>	<u>Fee</u>
1.1	Concept Design	\$17,500 (Lump Sum)
1.2	Regulatory Engagement	\$7,500 (Time and Mat's-Est.)
1.3	Project Delivery Coordination	\$5,000 (Time and Mat's-Est.)
TOTAL:		\$30,000

We will invoice you monthly for the percentage of each item completed during that month and would expect payment within 15 days following the submittal of our invoice.

TIME OF COMPLETION:

Cranston understands that time is of the essence. We are prepared to begin work at your direction. We anticipate Task 1.1 will require 4-6 weeks to develop and deliver for review and comment. Services associated with Task 1.2 will run concurrently with Task 1.1. Although regulatory based timelines are challenging to quantify, Cranston will document all outreach activities for inclusion in the Concept Report. Similarly, we anticipate support Task 1.3 will be delivered along the same timeline as the over Concept Development services.

We appreciate the opportunity of making this proposal and trust that you find it satisfactory. We stand ready to prepare and forward to you a standard form engineering contract covering this assignment at your request. Should you have any question concerning the scope of the services offered, or the fees, please do not hesitate to give us a call.

Sincerely,

CRANSTON, LLC



Tom Dunaway, P.E., MBA
Senior Project Manager

Wes Byne, P.E.
March 28, 2023
Page 5 of 5

Diversion Dam – Planning & Due Diligence
CEG# 2022-0298

ACCEPTED:

CITY OF AUGUSTA, GEORGIA

BY: W Byne

TITLE: Director

DATE: _____



STATE OF GEORGIA
RICHMOND COUNTY

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

AND

CONSULTANT

CONSULTANT: Cranston Engineering Group, P.C.

PROJECT: Augusta Canal Diversion Dam Repairs Planning & Due Diligence

DATE EXECUTED:

DATE COMPLETED:



STATE OF GEORGIA
RICHMOND COUNTY

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

AND

CONSULTANT

This Agreement is made and entered into this _____ day of _____, 202__ by and between AUGUSTA, Georgia, a political subdivision of the State of Georgia, hereinafter called the "CITY" and S&ME, Inc., a Corporation authorized to do business in Georgia, hereinafter called the "CONSULTANT."

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

Augusta Canal Diversion Dam Repairs Planning & Due Diligence

and,

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

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



GENERAL PROVISIONS

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

CONSULTANT COORDINATION

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

AMENDMENTS TO AGREEMENT

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

REDUCTION IN REQUIRED SERVICES

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

DATE CHANGES

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

AGREEMENT MODIFICATIONS

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

TIME OF COMPLETION

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



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

PROJECT PROGRESS

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

LITIGATION

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

BINDINGS

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

EXTENT OF THE AGREEMENT

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



DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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



CONTRACT DOCUMENTS

List of Documents

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

Conflict and Precedence

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

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



GENERAL CONDITIONS

1. COMMENCEMENT OF WORK

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

2. PROFESSIONAL STANDARDS

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

3. CHANGES AND EXTRA WORK

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

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

4. PERSONNEL

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

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

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



5. ACCURACY OF WORK

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

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

6. CONFIDENTIALITY

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

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

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

7. OPEN RECORDS

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

8. JURISDICTION

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

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

9. TERMINATION OF AGREEMENT FOR CAUSE



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

10. TERMINATION FOR CONVENIENCE OF THE CITY

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

11. COORDINATION AND COOPERATION WITH OTHER UTILITIES AND CONSULTANTS

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

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

12. COVENANT AGAINST CONTINGENT FEES

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

13. RESPONSIBILITY FOR CLAIMS AND LIABILITY



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

14. INSURANCE

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

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

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

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

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

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

15. PROHIBITED INTERESTS



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

16. SUBCONTRACTING

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

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

17. ASSIGNABILITY

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

18. EQUAL EMPLOYMENT OPPORTUNITY

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

19. DRUG FREE WORK PLACE

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



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

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

20. ANTI-KICKBACK CLAUSE

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

21. AUDITS AND INSPECTORS

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

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

22. OWNERSHIP, PUBLICATION, REPRODUCTION AND USE

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

23. VERBAL AGREEMENT OR CONVERSATION

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



24. INDEPENDENT CONTRACTOR

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

25. NOTICES

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

CITY:

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

CONSULTANT:

Copy to:

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

26. TEMPORARY SUSPENSION OR DELAY OF PERFORMANCE OF CONTRACT

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

27. DEFECTIVE PRICING

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

28. SPECIFIED EXCUSES FOR DELAY OR NON-PERFORMANCE

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

29. HOLD HARMLESS

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



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

30. GEORGIA PROMPT PAY ACT NOT APPLICABLE

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

31. RIGHT TO INSPECT PREMISES

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

32. E-VERIFY

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

33. LOCAL SMALL BUSINESS LANGUAGE

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



34. ACKNOWLEDGEMENT

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

[SIGNATURES ON FOLLOWING PAGE]



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

CITY:

AUGUSTA, GEORGIA (CITY)

BY: _____

PRINTED NAME: Garnett L. Johnson

AS ITS: MAYOR

CONSULTANT:

BY: _____

PRINTED NAME: _____

AS ITS: Principal

ATTEST CLERK:

PRINTED NAME: Lena J. Bonner

AS ITS: Clerk of Commission

DATE: _____

ATTEST:

PRINTED NAME: _____

AS ITS: Principal

DATE: _____

Copy To:

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



CONSULTANT'S RESPONSIBILITIES

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

PROJECT UNDERSTANDING

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

REVIEW OF WORK

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

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

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

CONSULTANT'S INSURANCE

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



CITY'S RESPONSIBILITIES

CITY-FURNISHED DATA

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

RIGHT TO ENTER

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

ADVERTISEMENTS, PERMITS, AND ACCESS

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

TIMELY REVIEW

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

PROMPT NOTICE

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

CITY'S INSURANCE

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

LITIGATION ASSISTANCE

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



ATTACHMENT A - SCOPE OF SERVICES

For the scope of services, please refer to the attached proposal from Cranston Engineering Group, P.C., which includes the fee schedule for service tasks.

DRAFT



ATTACHMENT B - COMPENSATION

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

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

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

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

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

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



ATTACHMENT C - LISTING OF KEY PERSONNEL

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



ATTACHMENT D - SCHEDULE FOR PERFORMANCE

For the schedule for performance, please refer to the attached proposal from Cranston Engineering Group, P.C., which includes the fee schedule for service tasks.

DRAFT



CONSULTANT SERVICES

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

Prior to Authorization To Proceed:

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

Prior to submitting 30% review documents:

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

Throughout project:

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



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

Upon completion of design:

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

AUGUSTA UTILITIES DEPARTMENT

BY: _____

PRINTED NAME: _____

TITLE: DIRECTOR

DATE: _____

CONSULTANT

BY: _____

PRINTED NAME: _____

TITLE: Principal

DATE: _____



ADDITIONAL SERVICES:

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

NOTE:

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



BEST AND FINAL FEE PROPOSAL

DRAFT



CRANSTON

CranstonEngineering.com

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

March 28, 2023

Mr. Wes Byne, P.E. - Director
Augusta Utilities Department
452 Walker Street, Suite 200
Augusta, Georgia 30901

Re: Augusta Canal Diversion Dam Repairs
Planning & Due Diligence
Cranston File No. 2022-0298

Dear Mr. Byne:

In accordance with your request and our previous discussions, we are pleased to offer the following proposal for professional services associated with the Diversion Dam structure. Cranston recently completed a structural condition assessment of the Diversion Dam. The assessment concluded that repairs were necessary to mitigate potential issues with stability, safety, and general performance of the structure. This proposal states our understanding of the project scope, the required tasks, and the fees for accomplishing the work.

GENERAL:

The February 2, 2023 Augusta Canal Diversion Dam Condition Assessment Report concluded that the Diversion Dam structure is in fair to good condition, considering the age and function of the structure. The report prioritized repairs as follows:

1. Scour and undercutting on the downstream face and foundation.
2. Spalls, cracks, voids, and associated leaks on the surface and dam structure interior.
3. Repair and replacement of stop log bays and appurtenances.
4. Repair and "re-seating" of the Fish Ladder.

The Priority 1 designation was assigned to the Scour and Undercutting condition as foundation failure could lead to a catastrophic event. While not anticipated to be catastrophic in nature, failure due to spalls, cracks, and voids could lead to localized failure necessitating emergency repairs. Likewise, failure of the stop log systems would also be localized and would not lead to global failure of the dam structure. The fish ladder detachment does not represent a structural dam failure and is considered optional in terms of repair or replacement.

Given the potential structural solutions for the Diversion Dam structure and the anticipated multi-agency coordination required, we recommend a project approach that includes a Planning and Due Diligence task as a precursor to formal design and permitting activities. This task would focus on the development of conceptual improvements for each of the repair priorities noted above. Using refined exhibits from the Diversion Dam Condition Assessment Report, potential design solutions will be identified for the locations noted during the Condition Assessment.

Concurrent with the development of potential solutions, Cranston will engage the Federal Energy Regulatory Commission (FERC) to establish permitting requirements. In addition to FERC, we anticipate multiple agency review requirements. These entities could include the US Army Corps of Engineers, State Historic Preservation Commission(s), and Federal Emergency Management Agency (FEMA), among others. Stakeholders will include Augusta, Georgia, North Augusta, South Carolina, Columbia County, Georgia, Aiken County, South Carolina, Edgefield County, South Carolina, and Dominion Energy, at a minimum.

As noted in our March 3, 2023 meeting, Cranston recommends contractor engagement very early in the project development process. Given the existing conditions and unique project requirements, an experienced marine contractor would add significant value to the project team. Specific roles and responsibilities during the design phase could include constructability review, staging and sequencing planning, construction budget control, and scheduling. We understand the Construction Manager at-Risk project delivery method is being considered as a means to this end.

The scope of work noted below outlines our proposed scope for the Planning and Due Diligence task.

SCOPE OF WORK:

Cranston proposes to complete Planning and Due Diligence activities associated with the proposed Diversion Dam improvements. We propose to complete the following tasks and provide the outlined deliverables.

- **Task 1.1 – Conceptual Design**

- Cranston will develop concept plans identifying areas proposed for improvement using inspection data, available basemap information, and exhibits from the Diversion Dam Condition Assessment Report.
- Potential design solutions and alternatives will be shown schematically in cross-sections, conceptual details, and plan view notations. Established stationing along the Diversion Dam will be noted for location of conceptual repairs.
- Conceptual improvements will address each priority condition identified in the Report.

- Cranston will evaluate construction phase access options. Planning activities will also consider permanent measures (e.g., easements) to assure accessibility for operation and maintenance use.
- **Task 1.2 – Regulatory Engagement**
 - At the direction of Augusta Utilities Department, Cranston will engage FERC and other agencies to discuss the project intent and potential improvements. Cranston will request direction regarding permitting requirements from each agency.
 - Cranston will identify the required permit processes for each jurisdictional authority and document those as part of the project deliverables.
 - In coordination with Augusta Utilities Department, Cranston will engage project stakeholders such as North Augusta, Edgefield County, etc.
- **Task 1.3 – Project Delivery Coordination**
 - Cranston will assist the Augusta Utilities Department with pre-qualification requirements and Construction Manager selection, as requested.

Deliverables:

Cranston will prepare a comprehensive Concept Report that outlines the design considerations and proposed alternatives for repair of the prioritized areas. Conceptual drawings will be developed that identify areas requiring repair based on our recent Condition Assessment. Conceptual cross-sections, details, and plan view descriptions will be included. Design repair alternatives will be illustrated schematically on the Concept Plans and described in the Concept Report.

The Concept Report will include a Regulatory Permit summary that outlines all known permitting requirements and contact information per agency. Minutes from stakeholder engagement meetings will be included in the Concept Report.

FEE PROPOSAL:

We propose to complete the task-based approach based on the following fee schedule. Items without a definite scope are proposed on a time and material (T&M) basis at our standard hourly rates that are in effect at that time.

Wes Byne, P.E.
March 28, 2023
Page 4 of 5

Diversion Dam – Planning & Due Diligence
CEG# 2022-0298

<u>Task</u>	<u>Description</u>	<u>Fee</u>
1.1	Concept Design	\$17,500 (Lump Sum)
1.2	Regulatory Engagement	\$7,500 (Time and Mat's-Est.)
1.3	Project Delivery Coordination	\$5,000 (Time and Mat's-Est.)
TOTAL:		\$30,000

We will invoice you monthly for the percentage of each item completed during that month and would expect payment within 15 days following the submittal of our invoice.

TIME OF COMPLETION:

Cranston understands that time is of the essence. We are prepared to begin work at your direction. We anticipate Task 1.1 will require 4-6 weeks to develop and deliver for review and comment. Services associated with Task 1.2 will run concurrently with Task 1.1. Although regulatory based timelines are challenging to quantify, Cranston will document all outreach activities for inclusion in the Concept Report. Similarly, we anticipate support Task 1.3 will be delivered along the same timeline as the over Concept Development services.

We appreciate the opportunity of making this proposal and trust that you find it satisfactory. We stand ready to prepare and forward to you a standard form engineering contract covering this assignment at your request. Should you have any question concerning the scope of the services offered, or the fees, please do not hesitate to give us a call.

Sincerely,

CRANSTON, LLC



Tom Dunaway, P.E., MBA
Senior Project Manager

Wes Byne, P.E.
March 28, 2023
Page 5 of 5

Diversion Dam – Planning & Due Diligence
CEG# 2022-0298

ACCEPTED:

CITY OF AUGUSTA, GEORGIA

BY: W. Byne

TITLE: Director

DATE: _____

Office of the Administrator



GEORGIA

Janice Allen Jackson, Administrator

Suite 910 - Municipal Building
535 Telfair Street - AUGUSTA, GA 30901
(706) 821-2400 - FAX (706) 821-2819

June 19, 2018

Mr. Tom Wiedmeier
Utilities Director
452 Walker Street
Augusta, GA 30901

Dear Tom:

The Augusta, Georgia Commission, at their regular meeting held on Tuesday, June 19, 2018 took action on the following items.

30. RFQ #18-132 Selection of Engineering Firms for the Engineering Consultants Roster. (Approved by Engineering Services Committee June 12, 2018)
31. Approved to approve bid award of RFP #18-300 for the Design and Concept for the Whitewater/Savannah River to McLaughlin Whitewater Design Group. (Approved by Engineering Services Committee June 12, 2018)
40. Deferred to the next Committee Meeting the motion to discuss stormwater fee. (Requested by Commissioner Marion Williams)

If you have any questions, please contact me.

Yours truly,



Janice Allen Jackson
Administrator

06-19-18: #30, #31, #40

cc: Ms. Donna Williams
Ms. Geri Sams



**RFQ #18-132 Engineering Consultant Services
for the Augusta, GA – Utilities Department
RFQ Due: Wednesday, February 28, 2018 @ 11:00 a.m.**

Total Number Specifications Mailed Out: 77
Total Number Specifications Download (Demandstar): 13
Total Electronic Notifications (Demandstar): 335
Total Number Specifications Mailed to Local Vendors: 19
Pre Bid Conference: 29
Total packages submitted: 24
Total Noncompliant: 1

VENDORS	Attachment "B"	E-Verify	SAVE Form	Addendums 1-2	Original	7 Copies
787 Engineering 1450 Greene Street, Suite 80 Augusta, GA 30901	Yes	1270805	Yes	Yes	Yes	Yes
Pond & Company 621 NW Frontage Road, Suite 320 Augusta, GA 30907	Yes	175046	Yes	Yes	Yes	Yes
Jacob Engineering 10 10th Street NW, Suite 1400 Atlanta, GA 30309	Yes	11557	Yes	Yes	Yes	Yes
Goodwyn Mills Cawood 6120 Powers Ferry Rd., NW, Ste 350 Atlanta, GA 30339	Yes	425070	Yes	Yes	Yes	Yes
Hazen and Sawyer 4011 Westcase Blvd Raleigh, NC 27607	Yes	70249	Yes	Yes	Yes	Yes
Woolpert 11301 Carmel Commons Blvd Charlotte, NC 28226	Yes	11815	Yes	Yes	Yes	Yes
AECOM 101 Research Dr Columbia, SC 29203	Yes	411650	Yes	Yes	Yes	Yes
Black & Veatch 11000 Regency Parkway, Suite 410 Cary, NC 27518	Yes	11557	Yes	Yes	Yes	Yes
W & A Engineering 2470 Daniells Bridge Rd., Suite 161 Athens, GA 30606	Yes	228645	Yes	Yes	Yes	Yes
A&S Engineering P.O. Box 243 Evans, GA 30809	Yes	340435	Yes	Yes	Yes	Yes
EMC Engineering Services 10 Chatham Center South Suite 100 Savannah, GA 31405	Yes	324745	Yes	Yes	Yes	Yes
Hussey Gay Bell 329 Commercial Drive Savannah, GA 31406	Yes	398475	Yes	Yes	Yes	Yes
WR Toole Engineers 1005 Broad St., Suite 200 Augusta, GA 30901	Yes	62985	Yes	Yes	Yes	Yes
Constantine Engineering 1988 Lewis Turner Blvd Fort Walton Beach, FL 32547	Yes	104087	Yes	Yes	Yes	Yes
WK Dickson 1450 Greene St., Suite 225 Augusta, GA 30901	Yes	110665	Yes	Yes	Yes	Yes



**RFQ #18-132 Engineering Consultant Services
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VENDORS	Attachment "B"	E-Verify	SAVE Form	Addendums 1-2	Original	7 Copies
Southern Land Surveyors 4571-A Cox Rd Evans, GA 30809	Yes	No / Non-Compliant	Yes	Yes	Yes	Yes
CDM Smith 1715 North West Shore Blvd. Suite 8 Tampa, FL 33607	Yes	32909	Yes	Yes	Yes	Yes
Moreland Altobelli Associates 2450 Commerce Ave Duluth, GA 30096	Yes	53328	Yes	Yes	Yes	Yes
McKim & Creed 9960 W Sam Houston Pkwy S Houston, TX 77099	Yes	68813	Yes	Yes	Yes	Yes
Infrastructure Systems Mgt 1557 Broad St Augusta, GA 30901	Yes	1266225	Yes	Yes	Yes	Yes
JLA 1296 Broad St Augusta, GA 30901	Yes	226309	Yes	Yes	Yes	Yes
Cranston Engineering 452 Ellis St Augusta, GA 30901	Yes	64684	Yes	Yes	Yes	Yes
Zel Engineering 435 TelFair St Augusta, GA 30901	Yes	257101	Yes	Yes	Yes	Yes

RFQ 18-132 Engineering Consultant Services Rosters

Category 1 – Water Distribution System and Wastewater Collection System Analysis and Design, including Pumping Stations:

A & S Engineering, LLC
Constantine Engineering, Inc.
Cranston Engineering Group, P.C.
Goodwyn, Mills and Cawood, Inc.
Infrastructure Systems Management, LLC
Johnson, Laschober & Associates, P.C.
W.K. Dickson & Company, Inc.
W.R. Toole Engineers, Inc.
Zimmerman, Evans & Leopold, Inc.

Category 2 – Water Treatment Plants:

Goodwyn, Mills and Cawood, Inc.
Hazen and Sawyer
Jacobs Engineering Group, Inc.

Category 3 – Wastewater Treatment Plants:

Constantine Engineering, Inc.
Goodwyn, Mills and Cawood, Inc.
Hussey, Gay, Bell & DeYoung, Inc.
Jacobs Engineering Group, Inc.

Category 4 – Wastewater Collection System Modeling:

CDM Smith, Inc.
Constantine Engineering, Inc.
Jacobs Engineering Group, Inc.

Category 5 – Wastewater Collection System Flow Monitoring:

McKim & Creed, Inc.
W.K. Dickson & Company, Inc.
Woolpert, Inc.

Category 6 – Surveying:

Cranston Engineering Group, P.C.
Moreland Altobelli Associates, LLC
Woolpert, Inc.
W.R. Toole Engineers, Inc.

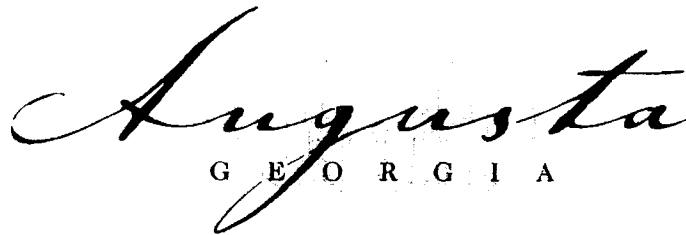


Engineering Services Committee

April 25, 2023

Minutes

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve the minutes of the Engineering Services Committee held on April 11, 2023.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



ENGINEERING SERVICES COMMITTEE MEETING MINUTES

Commission Chamber
Tuesday, April 11, 2023
1:15 PM

ENGINEERING SERVICES

PRESENT

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

1. Motion to approve the minutes of the Engineering Services Committee held on March 14, 2023.

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

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

Motion carries 4-0.

2. Approve Award of Bid #23-137 for the parts for the Highland Ave. Water Treatment Plant Filter Modifications Phase 2 to Southern Valve & Metals, LLC

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

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

Motion carries 4-0.

3. Approve Award of "Vacant Lots Cleaning and Cutting Services" Contract to Pond Maintenance of Augusta, subject to receipt of signed contract and proper insurance documents. The Contract is effective 1/1/2023 for three years with an option to renew for two additional one-year terms. Also, approve not to exceed \$350,000/year to fund these contracted services. Requested by Engineering. RFP 23-113

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

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

Motion carries 4-0.

4. Approve Purchase Order For AUD For MasterMeter Meter Registers From Consolidated Pipe & Supply

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

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

Motion carries 4-0.

5. Discuss faded green street signs at intersections and above traffic lights. **(Requested by Commissioner McKnight)**

Motion to delete this item from the agenda.

Motion made by Garrett, Seconded by Smith-McKnight.

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

Motion carries 4-0.