

ENGINEERING SERVICES COMMITTEE MEETING AGENDA

Commission Chamber Tuesday, August 26, 2025 1:15 PM

ENGINEERING SERVICES

- 1. Motion to determine that portion of Dogwood Terrace Apartments approximately 722 feet of Bolt Drive as shown on the attached plat, has ceased to be used by the public to the extent that no substantial public purpose is served by it or that its removed from the county road system is otherwise in the best public interest, and a public hearing shall be held regarding the issue of abandonment pursuant to O.C.G.A. 32 -7-2, with the abandoned property to be quit-claimed to the appropriate party(ies).
- 2. Motion to **approve** the minutes of the August 12, 2025 Engineering Services Committee Meeting.
- 3. Approve proposal to enter an Engineering Services Contract with Schnabel Engineering, to provide engineering services including assessment, design, bidding, and construction administration services for the repair of embankment damages on the Augusta Canal in the amount of \$394,000.00.
- 4. Approve Supplementing Construction Contract of Sediment Dredging and Disposal Construction Services to Waterfront Property Services, LLC Waterfront Property Services, LLC dba Gator for continuation of sediments dredging and including Turknett Spring Sediment Basin area (Task Order 2). Also approve supplemental funding in the amount of \$1,150,000.00 for Turknett Spring Sediment Basin Task Orde 2 dredging activities. AE/ RFP 20-224
- 5. Motion to authorize condemnation to acquire a portion of property for temporary construction easement (Parcel 061-3-156-00-0) 526 Laney Walker Blvd. (East Augusta Drainage and Improvements Phase IV Project).
- **<u>6.</u>** Extension of Rental of Bypass pumps for #8 Raw water
- 7. Motion to authorize condemnation to acquire a portion of property for permanent drainage easement and temporary construction easement (Parcel 061-3-053-00-0) 408 Artmus Street (East Augusta Drainage and Improvements Phase IV Project).
- 8. Motion to authorize condemnation to acquire a portion of property for temporary construction easement (Parcel 061-3-165-00-0) 508 Laney Walker Place (East Augusta Drainage and Improvements Phase IV Project).
- 9. Discussion and consideration of a Usage Fee for Outside Entities Transporting Solid Waste and Landfill-Bound Material to the Augusta-Richmond County Landfill. (Requested by Mayor Garnett Johnson)(deferred from August 19, 2025 Commission Meeting)



Engineering Services Committee Meeting

8/26/2025 1:15PM

Determination of portions of Dogwood Terrace Apartments for abandonment

Department: Legal Department

Presenter: Jim Plunkett

Caption: Motion to determine that portion of Dogwood Terrace Apartments

approximately 722 feet of Bolt Drive as shown on the attached plat, has ceased to be used by the public to the extent that no substantial public purpose is served by it or that its removed from the county road system is otherwise in the best public interest, and a public hearing shall be held regarding the issue of abandonment pursuant to O.C.G.A. 32 -7-2, with the abandoned property to

be quit-claimed to the appropriate party(ies).

Background: In the prior Dogwood Terrace abandonment action Bolt Drive was not

included. Since that road was not part of the noticed motion and approval, we will need to move forward with a separate abandonment action for it. This will ensure we are fully compliant with the requirements of O.C.G.A. § 32-7-

2 and Augusta's procedures.

Analysis: N/A

Financial Impact: N/A

Alternatives: Do not approve and Augusta maintains responsibility for the road.

Recommendation: Approve the determination process to allow Engineering to review portions

of Dogwood Terrace Apartments for road abandonment process

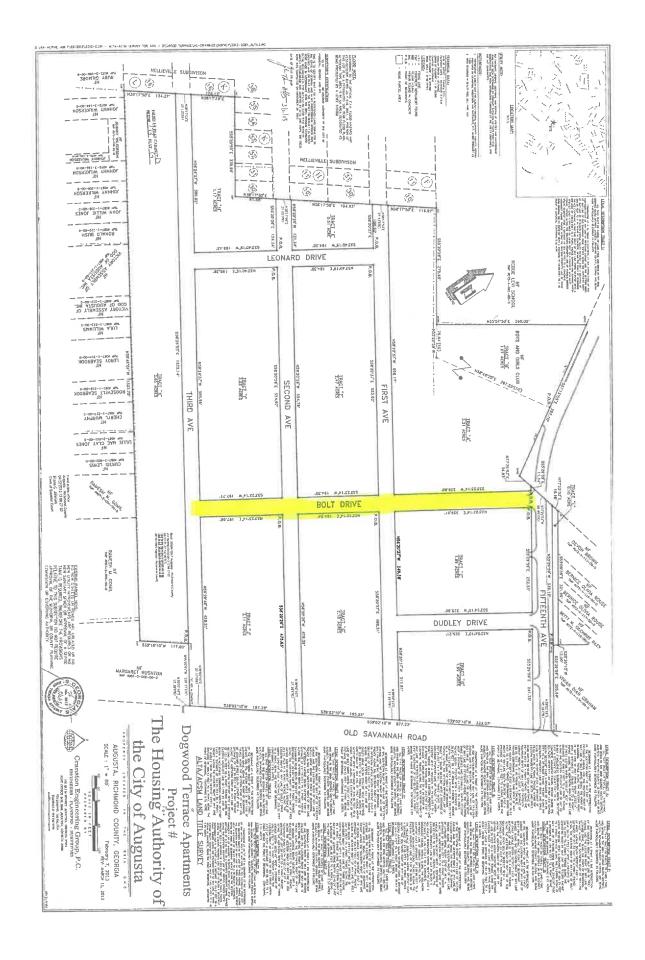
Funds are available in N/A

the following accounts:

REVIEWED AND Law.

APPROVED BY: Engineering.

Planning.



Development Project Inquiry

Search By: Project Review Number >

S-2024-008

Find Projects

Dogwood Abandonment Transportation - ROW Abandonment Review No: S-2024-008

| <u>Project Information</u> | Review Status | Additional Review (| Comments 87634 |
|--|--|---|---|
| P&D - Zoning Commer | nt Sheet | Conditional Approval - No Resubmit | 1/3/2025 |
| For Conditional Approv Augusta Commission, it deed/plat for recording to ensure that the ROW Real Estate/Tax Records submitted in person to | al, the following f granted, the pro and then provid f Abandonment h and GIS maps ca P&D at 535 Telfa ey Catterton Dev | 376346 Plan Review No. 1 is required: Depending of operty owner(s) must file e Planning & Developmen nas been appropriately tr an be updated according hir Street, Ste 300, August elopment Services Admin 96 | on approval of the the necessary ent (P&D) with a copy ransferred so that IJy. Copies can be ta, GA 30901. For |
| P&D - TREE Comment : | Sheet | Not Applicable | 1/3/2025 |
| P&D - ENG ESPC Comn Dr Malik will send Engir | | Not Applicable nts directly to the Plannii | 11/21/2024 ng Department. |
| P&D - ENG Gen Comm | ent Sheet | Not Applicable | 11/21/2024 |
| Dr Malik will send Engir | neering's comme | nts directly to the Plannii | ng Department. |
| P&D - TE Comment She | | Not Applicable | 12/18/2024 |
| P&D - FIRE Comment S | heet | Approved | 1/10/2025 |
| P&D - UTIL Comment S | heet | Conditional Approval - No Resubmit | 12/20/2024 |
| Approved w-conditions | If 15th Ave and/ | -21-24 Date Reviewed: 12 or Old Savannah Road is anitary sewer) must be re | abandoned, |
| P&D - RCHD Comment | Sheet | Not Applicable | 1/6/2025 |
| P&D - GIS/Map Comme | | Approved | 12/2/2024 |
| No issues at this time. E | DWG is spatially a | ccurate. | |

AUGUSTA AIKEN EVANS

CHRISTOPHER A. COSPER

- LICENSED IN GEORGIA AND SOUTH CAROLINA

CCOSPER@HULLBARRETT.COM

November 15, 2024

VIA ONLINE PORTAL

Augusta-Richmond County Housing Authority Attention: Richard Arfman, Director of Planning & Development P.O. Box 3246 Augusta, Georgia 30914-3426

Re: Possible Abandonment of All Roads in Dogwood Public Housing Complex

Dear Mr. Arfman,

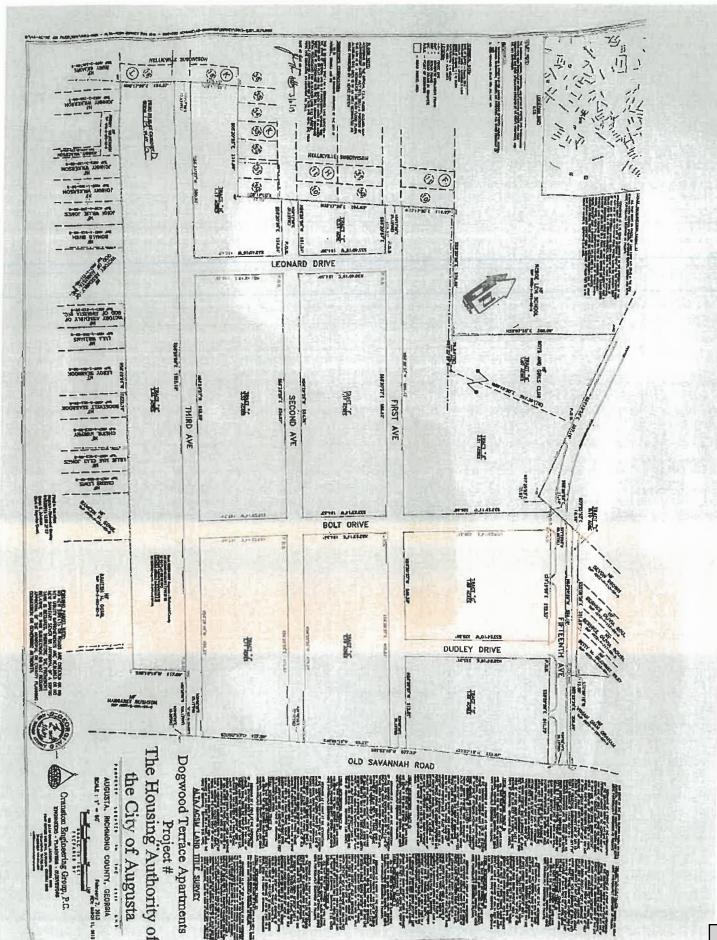
I am the attorney for the Augusta Housing Authority. We are seeking to demolish the apartments at the Dogwood Public Housing Complex and desire to remove the roads at that time as well. In order to do so, we need to have the internal roads abandoned by the County for the redevelopment. We request approval to determine that All Roads in Dogwood Public Housing Complex, as shown on the attached plat and including approximately 940 feet of Fifteenth Avenue, 326 feet of Dudley Street, 1,264 feet of First Avenue, 1,155 feet of Second Avenue, 1,393 feet of Third Avenue, 722 feet of Bolt Drive, 393 feet of Leonard Drive and 877 feet of Old Savannah Road, have ceased to be used by the public to the extent that no substantial public purpose is served, that its removal from the county road system is otherwise in the best public interest or public safety is placed in jeopardy by the Right-of-Way, and that a public hearing shall be held regarding the issue of abandonment pursuant to O.C.G.A. § 32-7-2.

Should you have any questions in this regard, please do not hesitate to contact our office.

Sincerely,

Christopher A. Cosper, Attorney

WWW.HULLBARRETT.COM





RE: Dogwood Public Housing Complex - ROW Abandonment Application (S-2024-008)

From Hameed Malik < HMalik@augustaga.gov>

Date Tue 12/31/2024 4:14 PM

To Ashley Catterton <acatterton@augustaga.gov>

Cc Walt Corbin < WCORBIN@augustaga.gov>

1 attachment (449 KB)

AED-Comments-Dogwood PH Complex-Road Abandonment 12312024.pdf;

My comments attached. I am approving with several stipulations. Thanks

Hameed Malik, Ph.D., PE

Director Engineering & Environmental Services
Engineering Administration
452 Walker Street, Suite 110, Augusta, GA 30901
(706)796-5040

From: Ashley Catterton <acatterton@augustaga.gov>

Sent: Tuesday, December 31, 2024 2:50 PM To: Hameed Malik < HMalik@augustaga.gov>

Subject: Re: Dogwood Public Housing Complex - ROW Abandonment Application (S-2024-008)

Great, thanks for the update!

I have an additional question regarding when reviews are completed and we receive your comments.

1. Do the applicants receive a separate notice from you informing them of your decision? I know in Cityworks the comments state that they are being sent to P&D, therefore I was wondering if we needed to update the applicant as well or how does that work?

All the best,

ASHLEY CATTERTON

DEVELOPMENT SERVICES ADMINISTRATOR

535 Telfair Street - Suite 300 Augusta, Georgia 30901

Phone (706) 312-5172 - Fax (706) 821-1806

PLANNING & DEVELOPMENT DEPARTMENT Email: acatterton@augustaga.gov - Website: www.augustaga.gov

"Life is like this email. unexpected."

From: Hameed Malik < HMalik@augustaga.gov > Sent: Tuesday, December 31, 2024 2:28 PM

To: Ashley Catterton acatterton@augustaga.gov>

Subject: RE: Dogwood Public Housing Complex - ROW Abandonment Application (S-2024-008)

Thanks for follow up. Yes, I did completed site visit and review. I need to send to my comments. I will do conditional approval because there are several utilities (water, sewer, power, communications). Requester has to work with these utilities to relocate or provide them easements (if not relocated). Thanks

Hameed Malik, Ph.D., PE

Director Engineering & Environmental Services
Engineering Administration
452 Walker Street, Suite 110, Augusta, GA 30901
(706)796-5040

From: Ashley Catterton acatterton@augustaga.gov>

Sent: Tuesday, December 31, 2024 11:18 AM To: Hameed Malik < MMalik@augustaga.gov >

Subject: Re: Dogwood Public Housing Complex - ROW Abandonment Application (S-2024-008)

Good Morning Dr. Malik,

I just wanted to follow up to see if you've reviewed this application yet?

Let me know - Thanks!

All the best,

Angusta.

_ ASHLEY CATTERTON

DEVELOPMENT SERVICES ADMINISTRATOR

535 Telfair Street - Suite 300 Augusta, Georgia 30901

Phone (706) 312-5172 - Fax (706) 821-1806

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"Life is like this email. Unexpected."

From: Hameed Malik < <u>HMalik@augustaga.gov</u>>
Sent: Thursday, November 21, 2024 5:49 PM
To: Ashley Catterton < <u>acatterton@augustaga.gov</u>>

Subject: RE: Dogwood Public Housing Complex - ROW Abandonment Application (S-2024-008)

Received. Will review it and provide feedback soon.

Hameed Malik, Ph.D., PE

Director Engineering & Environmental Services
Engineering Administration
452 Walker Street, Suite 110, Augusta, GA 30901
(706)796-5040

From: Ashley Catterton <a catterton@augustaga.gov>
Sent: Wednesday, November 20, 2024 8:17 PM
To: Hameed Malik HMALIK@augustaga.gov

Item 1.

Cc: Walt Corbin < WCORBIN@augustaga.gov>; Kevin Boyd < KBoyd@augustaga.gov>; Brian Kepner

<<u>BKepner@augustaga.gov</u>>

Subject: Dogwood Public Housing Complex - ROW Abandonment Application (S-2024-008)

Importance: High

Dr. Malik -

I've attached the following documents for review regarding the above referenced project from Augusta Housing Authority. Please let me know if you need anything else or have any additional questions.

All the best,

_ ASHLEY CATTERTON

DEVELOPMENT SERVICES ADMINISTRATOR

A 535 Telfair Street - Suite 300 Augusta, Georgia 30901

Phone (706) 312-5172 - Fax (706) 821-1806

PLANNING & DEVELOPMENT DEPARTMENT Email: acatterton@augustaga.gov - Website: www.augustaga.gov

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AED:104.1

Right-of-Way Abandonment S-2024-008 [Dogwood Housing Complex – Abandonment of all Internal Roads]

Augusta Engineering Comments

December 31, 2024

Reviewer: Hameed Malik

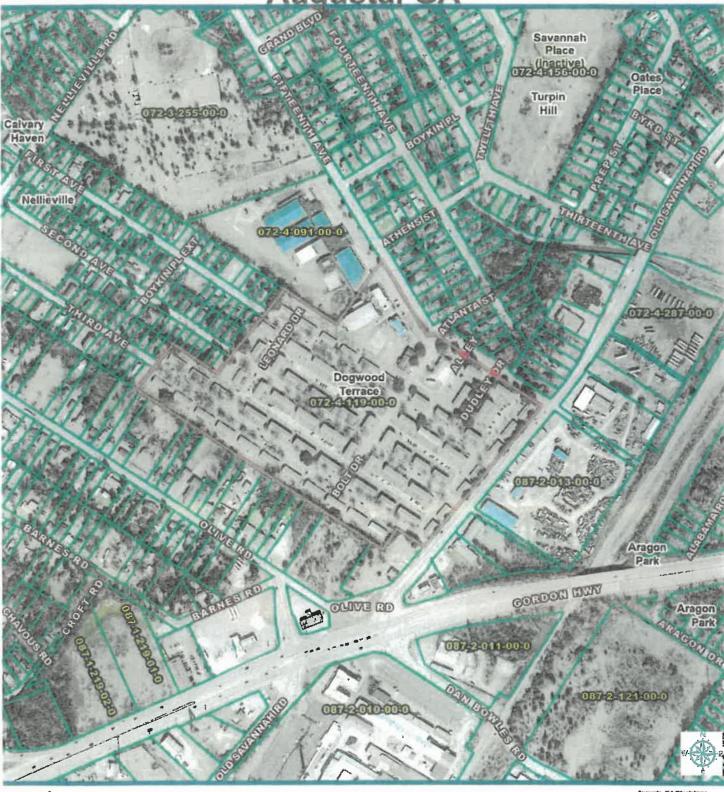
APPROVED with Stipulations

Stipulations:

- Engineering Approval is limited to following road sections that run through the Dogwood Public Housing Complex [see attached marked map and Hull Barrett Attorneys Letter with Plat as reference documents).
 - The Complex internal roads and passing through roads are: Internal (Dudley Dr., Bolt Dr., and Leonard Dr.), Passing through (First Ave., Second Ave., and Third Ave.,). <u>Passing through road will requires construction turn around (Cul-de-Sec)</u>.
 - ii) First Ave- Construct Turn Around at the complex terminate at Boykin PI Ext. end)
 - Second Ave- Construct Turn Around at the complex terminate at Boykin Pl Ext. end)
 - iv) Third Ave- Construct Turn Around at the complex terminate at Boykin PI Ext. end)
- Public & Private Utilities noted within the Complex. Requester needs to relocate these utilities
 or provide unrestricted access to these utilizes for the utility's owners/operators.
- Requester shall take ownership & maintenance of any public storm conveyance system present within the Complex boundary.

Attachments-Area GIS Map & HB Attorneys letter with Plat

Augusta, GA



_egend

GEORGIA

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

Map Scale 1:4,800

Print Date Nov 5, 2024

The date represented on this susp has been compiled by the best melhods evailable. Accuracy is contingent upon the source information as compiled by various ejective and department both the source and department of August, GA. Augusta, GA and the companies of the contracted to develop these date assume in begin responsibilities for the Information or scenario; continued on this map. It is strictly facilities and or reproduce these maps or date for reproduce these maps or date for any reason without the written contains any traces without provides any restant without the written contains.



AUGUSTA AIKEN EVANS

CHRISTOPHER A. COSPER

- LICENSED IN GEORGIA AND SOUTH CAROLINA

CCOSPER@HULLBARRETT.COM

November 15, 2024

VIA ONLINE PORTAL

Augusta-Richmond County Housing Authority Attention: Richard Arfman, Director of Planning & Development P.O. Box 3246 Augusta, Georgia 30914-3426

Re: Possible Abandonment of All Roads in Dogwood Public Housing Complex

Dear Mr. Arfman,

I am the attorney for the Augusta Housing Authority. We are seeking to demolish the apartments at the Dogwood Public Housing Complex and desire to remove the roads at that time as well. In order to do so, we need to have the internal roads abandoned by the County for the redevelopment. We request approval to determine that All Roads in Dogwood Public Housing Complex, as shown on the attached plat and including approximately 940 feet of Fifteenth Avenue, 326 feet of Dudley Street, 1,264 feet of First Avenue, 1,155 feet of Second Avenue, 1,393 feet of Third Avenue, 722 feet of Bolt Drive, 393 feet of Leonard Drive and 877 feet of Old Savannah Road, have ceased to be used by the public to the extent that no substantial public purpose is served, that its removal from the county road system is otherwise in the best public interest or public safety is placed in jeopardy by the Right-of-Way, and that a public hearing shall be held regarding the issue of abandonment pursuant to O.C.G.A. § 32-7-2.

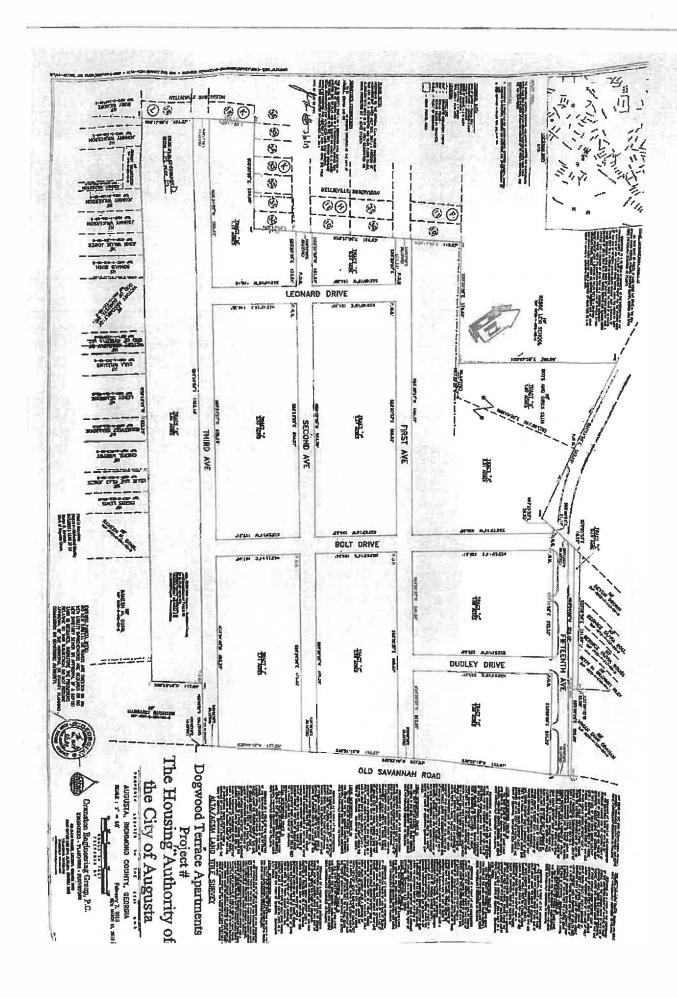
Should you have any questions in this regard, please do not hesitate to contact our office.

Sincerely,

Christopher A. Cosper, Attorney

WWW.HULLBARRETT.COM

HULL BARRETT, P.C., 801 BROAD STREET, 7TH FLOOR, AUGUSTA, GEORGIA 30901
TELEPHONE: (706) 722-4481 | FAX: (706) 722-9779
MAILING ADDRESS: POST OFFICE BOX 1564, AUGUSTA, GEORGIA 30903-1564



Bolt Drive

All that tract or parcel of land lying and being in the 89th G.M.D, Augusta, Richmond County, Georgia, and being shown and designated as **Bolt Drive** on that ALTA/ACSM Land Title Survey of Dogwood Terrace Apartments prepared for The Housing Authority of the City of Augusta, prepared by John Thomas Attaway, GA RLS No. 2512, of Cranston Engineering Group, P.C., dated February 7, 2013, revised March 11, 2013, and recorded April 22, 2013 in the Office of the Clerk of Superior Court of Richmond County, Georgia in Book 9, page 67 (the "Plat"). Said Bolt Drive extends from the southern right-of-way line of Fifteenth Ave, as shown on the Plat, to the northern right-of-way line of Third Ave, as shown on the Plat.



Engineering Services Committee Meeting

August 26, 2025

Minutes

Department: N/A

Presenter: N/A

Caption: Motion to approve the minutes of the August 12, 2025 Engineering Services

Committee Meeting.

N/A

Background: N/A

Analysis: N/A

Financial Impact: N/A

Alternatives: N/A

Recommendation: N/A

Funds are available in N/A

the following accounts:

REVIEWED AND

APPROVED BY:



Engineering Services Committee

Meeting Date: August 12, 2025

Augusta Canal – Hurricane Helene Damaged Embankment Repairs

Department: Utilities

Presenter: Wes Byne, P.E.

Caption: Approve proposal to enter an Engineering Services Contract with Schnabel

Engineering, to provide engineering services including assessment, design,

bidding, and construction administration services for the repair of

embankment damages on the Augusta Canal in the amount of \$394,000.00.

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 Canal Dam Embankment. Following Hurricane Helene, an inspection of all damages caused by the storm determined that repairs are necessary to the embankments. This contract will provide AUD with the engineering assessment, design, bidding, construction administration

services required for the completion of this project.

Analysis: Approval of this contract will allow AUD to move forward will the full

design of the necessary damage repairs to the Canal.

Financial Impact: We have reviewed the proposal from Schnabel Engineering and find it to be

reasonable. Funding in the amount of \$394,000.00 is available from

accounts: G/L 516043410-5212115 - J/L 81600040-5212115.

Alternatives: No alternatives are recommended.

N/A

Recommendation: Recommend approval of the contract with Schnabel Engineering for

\$394,000.00

Funds are available in Funds are available in account G/L 516043410–5212115 - J/L 81600040–

the following accounts: 5212115.

REVIEWED AND

APPROVED BY:



UTILITIES DEPARTMENT

Wes Byne, P.E. Director

Chad Hendrix, P.E.
Assistant Director

TO:

Andy Penick, Director

Procurement Department

THROUGH:

Wes Byne, P.E., Director

Utilities Department

FROM:

Mitchell O'Neal, P.E., Engineering Manager

Utilities Department

DATE:

08/06/2025

SUBJECT:

Engineering Services Justification

Canal - Hurricane Helene Damaged Embankment Repairs

Due to Hurricane Helene damage, Augusta Utilities (AUD) has engaged Schnabel Engineering to provide engineering services including assessment, design, bidding, construction administration services for repair of the embankment damage on the Augusta Canal.

A previous proposal with Administrator approval for use of Schnabel Engineering serves as a precursor to the attached proposal which was deemed necessary as this project required expedited completion to prevent further compromise.

The attached proposal outlines these services, and AUD has determined that the associated costs are fair and reasonable. Schnabel is prequalified under RFQ 24-132, approved by the Commission on June 27, 2024.

JP08/14/2025

Cc:

Chad Hendrix, P.E.

Office of the Administrator

Augusta G E O R G 1 A

Takiyah A. Douse Interim Administrator

June 27, 2024

Wes Byne, Director Utilities Department 452 Walker Street, Suite 200 Augusta, GA 30901

Dear Mr. Byne,

At the regular meeting held Tuesday, June 27, 2024, the Augusta, Georgia Commission took action on the following:

- 13. Approved a contract with ISM to install and maintain rainfall and water level monitoring equipment (RFQ 18-132))
- 14. Approved Hypochlorite Generator Service Agreement as a sole source procurement.
- 15. Approved professional services with ISM to provide technical services to support AMI infrastructure. \$309,120.00 (RFQ 18-132)
- 16. Approved a sole source contract to Industrial Scientific Corporation for confined Gas Monitoring Services at an annual cost of \$11,745.40 Contract is for 4 years (48 months) at a total cost of \$47,013.60.
- 17. Approved Landscape Maintenance Agreement for Water Plants. The term of the award is to begin at the notice of award and will expire on 5/1/25. (ITB 24-209)
- 18. Approved a contract with Janus Research to evaluate Automated Metering Infrastructure Technology as a sole source procurement in the amount of \$457,339.39.
- 19. Approved the deed of dedications, maintenance agreements, and road resolutions submitted by the Engineering Department and the Augusta Utilities Department for Captains Corner, Phase I.
- 20. Approved RFQ #24-132 Selection of Engineering Firms for the Engineering Consultants Roster. Award will be for five (5) years, based upon continued satisfactory performance by the firms.
- 24. Approved resolution authorizing the issuance of \$80 million in bonds and the refunding of the Water and Sewer Bonds Series 2012 for Water and Sewer Capital Projects.

If you have any questions, please contact me.

In Service,

Takiyah A. Douse, Interim Administrator

TAD/nd

RFQ #24-132

Engineering Consultant Services Rosters

Category 1 – Water Distribution and Wastewater Collection System Analysis & Design:

- A & S Engineering, LLC
- Ardurra Group, Inc.
- Benesch
- CHA Consulting, Inc.
- Geosyntec Consultants, Inc.
- Goodwyn Mills Cawood, LLC
- HDR Engineering, Inc.
- Infrastructure Systems Management, LLC
- Johnson, Laschober & Associates, P.C.
- Kimley-Horn and Associates, Inc.
- Stantec Consulting Services, Inc.
- W.K. Dickson & Company, Inc. > Acquired by Ardurra Group, 2024

Category 2 – Water Treatment Plants:

- Ardurra Group, Inc.
- Goodwyn Mills Cawood, LLC
- Stantec Consulting Services, Inc.

Category 3 – Wastewater Treatment Plants:

- Ardurra Group, Inc.
- Goodwyn Mills Cawood, LLC
- Stantec Consulting Services, Inc.

Category 4 – Wastewater Collection System Flow Monitoring:

- ADS, LLC
- CHA Consulting, Inc.
- W.K. Dickson & Company, Inc.
 Acquired by Ardurra Group, 2024

Category 5 – Grant Funding Administration

- HDR Engineering, Inc.
- Kimley-Horn and Associates, Inc.
- W.K. Dickson & Company, Inc.
 Acquired by Ardurra Group, 2024

Category 6 - Dam Safety Engineering and Design

- HDR Engineering, Inc.
- Kleinschmidt Associates, Inc.
- Schnabel Engineering, LLC

1 of 1

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Item 3.

AUGUSTA &Ł, fl! #" ` , #) " (- REQUISITION

| | CHECK ALL THA | T APPLY: | | | | HWF% | | |
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| | The state of the s | | | | | | | |

Jess Thompson____

(Via email: CHendrix@augusta.gov)



July 23, 2025 Revised July 28, 2025

Chad Hendrix Assistant Director Augusta Utilities Department 452 Walker Street, Suite 200 Augusta, Georgia 30901

Subject: Proposal for Engineering Design Services, Upstream Slope Repairs, Augusta

Canal Embankment, Richmond and Columbia Counties, Georgia (Schnabel

Reference 24170044.02P)

Dear Mr. Hendrix:

SCHNABEL ENGINEERING, LLC (Schnabel) is pleased to present this proposal to the Augusta Utilities Department (AUD) for engineering design services with respect to the upstream slope of a portion of the Augusta Canal Embankment. This proposal presents the project description, outlines the scope of services and specifies Schnabel's fees for the work.

PROJECT DESCRIPTION

The Augusta Canal (canal) was constructed in 1845 as a source of power, water and transportation. It is owned and operated by the City of Augusta. The canal was built in three levels, beginning at the canal headgates located adjacent to the Savannah Rapids Pavilion at 3300 Evans to Locks Road, Martinez, Georgia. The first level of the canal extends approximately 6.9 miles, running roughly parallel to the Savannah River and terminating at the 13th Street gates near Walton Way. The Project extends along the left embankment from the canal headgates to the Eve Street Bridge crossing located approximately 5.3 miles downstream.

The second and third levels of the canal extend generally from 13th Street to the east and provide major drainage ways for stormwater for downtown Augusta. Since the project boundary does not include the second and third levels of the canal, they are not considered in this proposal. Additionally, portions of the first level of the canal downstream of Eve Street are not included in the project limits for this proposal. The Augusta Canal Historic Trail (aka towpath) is a trail that runs roughly along the top of the left embankment slope (i.e., northeast side of the canal).

The canal embankment sustained damage on September 27, 2024, as a result of wind and rain associated with Hurricane Helene. The wind from the Hurricane knocked down trees, exposing the root

Augusta Utilities Department Augusta Canal Embankment - Slope Repair Final Design

balls, and creating holes/voids on the surface of the canal embankment. Schnabel understands that Augusta Utilities has coordinated efforts with a clearing company to remove fallen trees and other woody debris from the embankment.

Schnabel is familiar with the project in that our personnel have performed a series of visual evaluations of the canal to document the general condition of the embankment prior to, during, and/or after the previously described tree removal activities. After our most recent site reconnaissance, AUD requested a proposal for design services to develop plans and details to repair the upstream slope of the portion of the canal embankment between the canal headgates and the Eve Street bridge. The segment of the canal is on the order of 5-1/2 miles long.

Schnabel proposes the following scope of services at this time to prepare plans and details to address concerns with the condition of the upstream slope of the canal embankment. The following sections outline our scope of services, assumptions, exclusions, and compensation for our work.

SCOPE OF SERVICES

Based on our understanding of the project and conversations with AUD, Schnabel proposes to provide the following services associated with repairs to the canal embankment slopes:

- Final design phase services
- Bid phase services
- Construction phase services

The following sections describe the scope for each of the major tasks listed above.

Final Design Phase Services

Schnabel will prepare a set of construction drawings and supplemental specifications that can be implemented by an experienced contractor to repair and improve the condition of the slopes of the canal embankment along the segment described in the Project Description.

At this time, Schnabel proposes to utilize topographic contour data that we understand to have been derived from LiDAR sources and is made publicly available by local government sources as the basis for the repair plans and details. Based on the level of detail of the planned repairs, as well as the relatively large project footprint area, Schnabel is comfortable with using publicly-sourced LiDAR to develop the repair plans. Should AUD desire to improve the accuracy of the base topography, Schnabel can provide a scope and fee for an aerial topographic survey of the project footprint.

Schnabel proposes to develop construction drawings using a maximum plan view scale of 1 inch being equivalent to 50 feet (1" = 50'). This scale should be sufficient to depict approximately 750 feet of canal embankment per sheet, and would require approximately 40 plan sheets. Each plan sheet would include an accompanying profile view. Schnabel assumes that a single-phase erosion, sedimentation, and pollution control plan will be suitable for this project, which will be relatively dynamic in nature. We plan to

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include erosion control best management practices (BMPs) on the plan sheets depicting the areas of slope repairs, with details, notes, and the GSWCC checklist on separate sheets.

Based on conversations with AUD and our observations, we understand that the following primary deficiencies are present on the upstream slope of the canal embankment:

- Damage caused by Hurricane Helene, including stumps and root systems of cleared trees impacted by the storm
- Trees and inappropriate cover vegetation
- Steep slopes or slopes with questionable stability
- Animal burrows

Damage caused by Hurricane Helene, as well as clearing and clean-up efforts, have resulted in numerous partially-fallen trees, or remaining stumps and root systems, within the upstream and downstream slopes of the canal embankment. Schnabel understands that AUD desires to clear and grub a significant number of these partially-fallen trees, stumps, and root systems during the slope repair activities. Schnabel will develop and include details in the proposed construction plans to direct a contractor on the limits of excavation and resulting hole backfill requirements.

We understand that there are several, relatively-healthy trees that AUD would like to attempt to leave in place after slope repair activities have been completed. Schnabel understands that AUD intends to include requirements for the contractor to survey the locations and identify these preferred trees, to include diameters at breast height (DBH), prior to the commencement of clearing and grubbing activities. Schnabel assumes that the contractor will provide the surveyed locations of the trees to remain to Schnabel in a CAD format that is compatible with AutoCAD Civil 3D (2022 version or later). Schnabel will include generalized notes or details that will provide instruction to the contractor in salvaging and protecting trees of this nature, including an appropriate critical root zone based on the diameter of the trees.

Based on our conversations with AUD, as well as data that has been made available to Schnabel, we understand that approximately 200 animal burrows have been identified, measured, and mapped on the canal embankment by others. The proposed construction plans will include the locations of the known animal burrows (as provided to us by AUD), as well as details to address the burrows as part of the slope repairs. At this time, we anticipate that measures to address animal burrows may include excavation and backfill of less invasive burrows, or filling the more intrusive burrows with a cementitious flowable fill.

Based on our field observations and a cursory review of available topographic data, Schnabel anticipates a series of three (3) potential improvement scenarios that may be implemented to repair the upstream slope of the canal embankment. The improvement scenarios will be generally based on the existing grades of the upstream slope, and will involve the following:

 For existing slopes flatter or equal to 2H:1V, Schnabel proposes to provide details to armor these slopes from the upstream toe of the slope to an elevation commensurate with the 100year flood elevation with articulated concrete blocks (ACBs). ACB details would include concrete anchoring trenches, and an underdrainage system comprised of fine and coarse-

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- grained filtering aggregate and geogrid. We understand that AUD will provide the extents of the 100-year flood limits to Schnabel.
- For existing slopes steeper than 2H:1V, Schnabel proposes to provide details to install appropriately-sized rock riprap (likely similar to Georgia DOT Type 3 riprap) to a minimum thickness of 2 feet to produce an effective surface slope of 2H:1V. Riprap would be underlain with a non-woven, geotextile fabric.

In addition to the construction drawings, Schnabel will produce a set of construction specifications with additional requirements and standards to supplement the slope repair plans. We assume that the specifications will include details regarding the measurement and payment of items of work.

At the approximate halfway point of design document development, Schnabel will coordinate with AUD to schedule and participate in a virtual workshop with representatives of the Federal Energy Regulatory Commission (FERC). The purpose of the workshop will be to present the proposed slope repair measures and extents to FERC and to obtain preliminary feedback prior to submitting the design deliverables to FERC for their review.

Prior to the initial submittal of the design deliverables, Schnabel will perform a quantity takeoff of the repair measures to support the development of an Opinion of Probable Construction Cost (OPCC) and a bid schedule. Based on the proposed topographic data to be used for the design development (GIS topographic data), the proposed delivery schedule for design documents, and the nature and extent of the proposed repair work, the OPCC should be considered a "Class 3" Estimate, according to the categories of cost estimates defined by the Association for the Advancement of Cost Engineering (AACE) International. Additional information regarding the cost estimating categories or classes defined by the AACE is included in Table 1.

Table 1: AACE Accuracy Matrix for Cost Estimating Classes

| | PRIMARY CHARACTERISTICS | | | | | | |
|-------------------|---|------------------------------|---|--|--|--|--|
| ESTIMATE CLASS | LEVEL OF PROJECT DEFINITION % of complete definition END USE Typical purpose of estimate | | METHODOLOGY Typical estimating method | EXPECTED ACCURACY RANGE Typical variation in low and high ranges | | | |
| Class 5 | 0% to 2% | Concept Screening | Capacity Factored, Parametric Models, Judgment or Analogy | Low: -20% to -50% High: +30% to +100% | | | |
| Class 4 | 1% to 15% | Study or Feasibility | Equipment Factored or Parametric Models | Low: -15% to -30% High: +20% to +50% | | | |
| Class 3 | 10% to 40% | Budget Authorization | Semi-Detailed Unit Costs with Assembly Level Line Items | Low: -10% to -20% High: +10% to +30% | | | |
| Class 2 | 30% to 75% | Control or Bid/ Tender | Detailed Unit Cost with Forced Detailed Take-Off | Low: -5% to -15% High: +5% to +20% | | | |
| Class 1 | 65% to 100% | Check Estimate or Bid/Tender | Detailed Unit Cost with Detailed Take-Off | Low: -3% to -10% High: +3% to +15% | | | |

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Estimated unit rate or lump sum prices will be assigned to each item of work in the OPCC to reflect economies of scale, technical and site constraints, and our experience from past similar projects. Due to the level of accuracy of the topographic data utilized for design development, as well as recent, rapid fluctuations in construction prices, we caution that actual construction costs may vary. Therefore, the cost ranges will be presented on the low and high end of the Class 3 accuracy included in the table above, - 20% to +30%, respectively. These accuracy ranges account for uncertainties such as:

- Margins of error in the design-level cost and quantity estimates,
- Variations in the actual topography and uncertainties regarding the need to alter or modify slope repair measures around un-surveyed features or structures,
- Numerous smaller items not specified,
- · Field changes during construction, and
- Variability of bidding climate and material availability.

Schnabel assumes that the bid schedule will be developed to support a unit rate bid approach.

Upon completion of the construction drawings and specifications, Schnabel will submit these design documents to AUD for review and distribution to reviewing agencies. Our proposed fee includes review and response to one (1) round of comments provided by AUD, one (1) round of comments provided by the Local Issuing Authority (LIA), the City of Augusta, and one (1) round of comments provided by FERC. Should additional effort be required beyond the assumed scope, Schnabel reserves the right to request additional fees for such effort and services. Schnabel understands that AUD will be responsible for making the application for a land disturbing activity permit (LDP) and paying for any applicable application fees.

Bid Phase Services

Schnabel will provide bid phase services to AUD to support the selection of a contractor to implement the canal embankment slope repairs. The following sections describe our anticipated scope for bid phase services.

Preparation of Bidding Documents

After the Construction Plans and Specifications have been completed and accepted by AUD and other reviewing agencies, Schnabel will assist AUD with the preparation of Bidding Documents. We anticipate that the Bidding Documents will include the following:

- Bidding Requirements
 - o Invitation to Bid, Instructions to Bidders, Bid Form with Bid Schedule, & Bid Bond
 - NOTE: The Bid Schedule will be ordered based on the Construction Specification Institute (CSI) Master Format.
- Contract Forms
 - Agreement between Owner & Contractor, Construction Payment Bond, Construction Performance Bond, Notice of Award, Notice to Proceed

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- Conditions of the Contract
 - General Conditions, Supplementary Conditions, Addenda
 - NOTE: Based on the location and nature of the proposed work, Schnabel recommends
 utilizing the Standard General Conditions of the Construction Contract as prepared by the
 Engineers Joint Contract Documents Committee (EJCDC). However, we recognize that
 AUD have a preferred set of contract General Conditions to be utilized.
- Miscellaneous Forms
 - Contractor's Application for Payment, Work Change Directive Form, Change Order Form,
 Field Order Form, Certificate of Substantial Completion

Project Advertisement & Bid Document Distribution

Schnabel will work with AUD to develop an advertisement that is appropriate for publication in the local news or procurement platforms. The advertisement will include information regarding the project and how to obtain the bid documents. As Contractors respond to the advertisement, Schnabel will distribute plans and specifications, and maintain a plan holders list with contact information for the interested Contractors.

Pre-Bid Meeting

Schnabel will assist AUD in scheduling and facilitating a Pre-Bid Meeting for the project. The meeting for interested Contractors will include a brief description of the project and an opportunity for Contractors to submit questions regarding the plans and specifications. Schnabel will prepare meeting minutes to document the proceedings of the meeting, including any questions received from Contractors with responses provided by AUD and Schnabel. The meeting will also include a site tour. Schnabel will coordinate the timing of the tour with AUD, so that parking near the vicinity of the project site can be adequately planned. The minutes of the Pre-Bid Meeting will be distributed as an addendum to the bid documents.

Prepare & Issue Addenda

Schnabel will assist AUD with the compilation and organization of questions received from Contractors and provide responses that may be issued in the form of addenda during the bidding phase. Addenda may also include changes to the plans and specifications, or other bid documents, based on the questions received from Contractors.

Bid Evaluation & Recommendation for Award

Schnabel will attend the project bid and participate in the opening and reporting of the bids, to the extent requested by AUD. Based on AUD's desired selection process, an apparent low bidder may be announced at the time of the bid. After the receipt and opening of bids, Schnabel will prepare and distribute a tabulation of bids and assist AUD by providing a Recommendation for Award to the preferred Contractor.

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Construction Phase Services

In general, the proposed scope of services for the construction phase of this project includes limited construction observation and documentation, and no on-site materials testing, as we understand AUD plans to have material testing services performed by others. In dam construction, engineering and testing services are important for numerous reasons, to include the following:

- To observe site conditions with respect to design assumptions. If site conditions vary from those
 assumed during the design process, modifications to the design may be required. These
 modifications, if significant, would be coordinated with and approved by FERC or any other
 government entities that approved the plans.
- To observe construction activities with respect to the construction documents. If construction activities negatively impact design, the contractor and the owner should be notified.
- To document that the project was completed in general conformance with the project documents.

Our field engineering and construction testing services will include the following:

- Review of Contractor submittals for compliance with project specifications.
- Review of testing of drainage aggregates, riprap, and ACB components for general compliance with construction documents.
- Full-time, continuous observation of drain installation near the Rock Creek Waste Gate.
- Full-time, continuous observation of drilling and grouting near the Reed Creek Waste Gate.
- Periodic observation of geotextile fabric, riprap, and ACB placement (once per week).
- Preparation of daily reports to document construction activities. Construction observation reports will be reviewed and submitted to AUD.
- Assist in the development of record drawings based on survey to be provided by the contractor.
 Changes or modifications to the project should be noted on the record drawings.
- Review and response to Request for Information (RFI) and submittal documents prepared by the contractor.
- Assist in the review of contractor payment applications. We assume that AUD will be responsible
 for collecting material delivery tickets and providing them to Schnabel to support payment
 application review.
- Assist in the performance of material completion and final inspections of the project and inform the contractor of items that need attention.

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We assume that the following services will be provided by a local soil and material testing firm, contracted directly by AUD, with test results provided by Schnabel for review on a weekly basis.

- Laboratory testing of earthfill and drainage aggregate for general compliance with construction documents.
- Performance of laboratory compressive strength tests on cured concrete cylinders.

If desired, Schnabel can provide these services upon request for additional fees.

The following services will not be provided by our firm:

- Laboratory testing
- Surveying for line and grade.
- Monitoring of erosion/sedimentation control devices.
- Monitoring for compliance with NPDES permit.
- Professional services not detailed herein.
- Post-construction monitoring beyond the required final inspection of the dam with DES.

Services rendered by us under this proposed agreement will consist of limited construction observation and testing, as described above, and professional opinions and recommendations made in accordance with generally accepted geotechnical, materials, and dam engineering practices. Under no circumstance is the intent for Schnabel to directly control the physical activities of the contractor or the contractor's workmen in accomplishment of their work on this project. The presence of our engineering staff and field representatives at the site during the construction phase of the project is to provide AUD with a continuing source of professional advice, opinions and recommendations based upon our representatives' observations and review of test results. We cannot be responsible for job safety except for our own personnel. Safe access to all areas requiring observations shall be provided by the contractor at no cost to us.

Our work will be highly dependent on the schedule and efficiency of the contractor, as well as other items that are beyond our control. Therefore, we will perform construction phase services on a unit rate basis in accordance with the attached Schedule of Fees. Our budget is based on a 4-month construction schedule. However, we understand that modifications to this budget will be approved, as needed, based on the contractor's actual schedule and efficiency.

Our estimated budget is based on the following assumptions:

- 4-month continuous and consistent construction schedule for the project. Delays or breaks in the schedule due to circumstances outside of our control could cause inefficiencies and multiple mobilizations that may result in additional fees.
- Weekly site visits by a project design engineer during canal embankment slope repair activities.

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- One full-time field representative experienced in dam construction on-site for the entire duration
 of the drilling and grouting program in the vicinity of the Reed Creek Waste Gate and the Rock
 Creek Waste Gate drain construction. We have assumed that these components of the work can
 be completed in 4 weeks or less. Schnabel will endeavor to keep the same field representative
 involved throughout the project for continuity. However, Schnabel reserves the right to reallocate
 personnel as necessary.
 - 50-hour work week for the field representative during drain construction activities. The assumed hours include travel time, pre-construction conference, review of contractor submittals, construction observation time, and reports preparation time.
- Project coordination/consultation by design engineers.
- Review of construction observation reports by design engineers.
- Attendance at on-site pre-construction, progress, material completion, and final inspection meetings.

Our budget does not include reviewing more than one re-submittal for each item, numerous RFI's, or detailed quantity calculations. In addition, our budget does not account for contractor inefficiencies or schedule overruns. We strongly recommend that means be established within the contract terms with the contractor to recuperate additional costs due to contractor inefficiencies and schedule overruns. These means could include daily liquidated damages.

EXCLUSIONS

Schnabel's Scope of Work associated with this proposal does not include any of the following activities:

- Topographic and Bathymetric Survey
- Subsurface or Geophysical Exploration
- Hydrologic or Hydraulic Analyses
- Preparation of a Design Report
- Stream buffer variance application
 - Based on conversations with AUD, the City of August as the LIA will likely not require a stream buffer variance for this project. In the event that a stream buffer variance application is required, Schnabel can support the application process for additional fees.
- U.S. Army Corps of Engineers permitting coordination
 - Based on conversations with AUD, Schnabel understands that USACE permitting is not anticipated for this project
- Services not specifically described herein or excluded in other portions of this proposal.

Schnabel is capable of providing some of the excluded items above as requested for additional fees. We assume that if AUD requires additional services on Schnabel's part, AUD will request a subsequent proposal for such services.

SCHEDULE

Schnabel proposes to submit a preliminary draft of the design deliverables to AUD for distribution to FERC, as well as coordinate a virtual preliminary design workshop with FERC within 4 weeks of notice to proceed. Schnabel proposes to submit a final draft of the deliverables described herein to AUD for review and for distribution to FERC and the City of Augusta (LIA) for review within 8 weeks of notice to proceed being provided in the form of authorization of this proposal. We assume that any review comments from AUD, Augusta, and/or FERC will be provided to Schnabel within 4 weeks of our deliverable submittal. Schnabel will plan to address any review comments received within 2 to 4 weeks of receipt, based on the content and volume of comments provided.

COMPENSATION

Schnabel will perform the Scope of Services tasks for the fees described below:

Final design services \$136,000 (lump sum)
 Bid phase services \$36,000 (lump sum)
 Construction phase services \$222,000 (unit rate)

Our fees include periodic, virtual meetings or conference calls of a reasonable number and duration to meet with AUD staff to discuss repair plan development and progress. Work outside the specified scope requested and authorized by AUD will be performed on a unit rate basis in accordance with the attached Schedule of Fees.

Our invoices will be submitted monthly or at intervals when considerable time charges have accrued, with a final invoice submitted after completion of our services. Payment will be due upon receipt of our invoices and will be considered past due 30 days from the date of the invoice. The fees and associated rates included in this proposal are contingent upon the completion of Schnabel's services on or before December 31, 2026.

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AUTHORIZATION

Schnabel understands that this work will be performed as a Purchase Order under a Consultant Services Agreement (CSA) between Augusta, Georgia and Schnabel. Schnabel anticipates that an official Notice to Proceed (NTP) authorizing the services described herein may be issued prior to the issuance of the Purchase Order. We request that the issued purchase order include copies of the CSA and this proposal as attachments.

James R. Crówder, PE

We appreciate the opportunity to work with you on this project.

Sincerely,

SCHNABEL ENGINEERING, LLC

J. Tyler Coats, PE Senior Associate

iate Principal

JTC:JRC

Attachments: Schedule of Personnel Fees 17-25 Dams



STATE OF GEORGIA RICHMOND COUNTY

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

AND

CONSULTANT

CONSULTANT: ______PROJECT: _____

DATE EXECUTED: DATE COMPLETED:



STATE OF GEORGIA RICHMOND COUNTY

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

AND

CONSULTANT

| This Agreement is made and entered into this | day of | , <mark>2024</mark> | _ by and betweer |
|--|-------------------------|---------------------|------------------|
| AUGUSTA, Georgia, a political subdivision of the | ne State of Georgia, he | ereinafter cal | led the "CITY" |
| and Business Name., a Corporation authorized to | o do business in Geor | gia, hereinaf | ter called the |
| "CONSULTANT." | | | |
| | | | |
| | | | |
| WHEREAS, the CITY desires to engage a qualifi | ed and experienced c | onsulting fir | m to furnish |
| professional services for: | | | |
| n · | 1 Tr' (1 | | |
| | ect Title | | |
| and, | | | |
| | | | |

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

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



GENERAL PROVISIONS

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

CONSULTANT COORDINATION

The CONSULTANT shall cooperate fully with all municipalities, local government officials, utility companies, and other consultants as directed by the CITY. CONSULTANT and all relevant parties agree to work together on the basis of trust, good faith and fair dealing, and shall take actions reasonably necessary to enable each other to perform this Agreement in a timely, efficient and economical manner. All parties agree to cooperate in a manner consistent with good design practice and will exercise the degree of skill and diligence normally employed by professional engineers or consultants practicing under similar conditions practicing at the same time and in the same locality. 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:

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

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

<u>CITY</u> -means a legal entity AUGUSTA, Georgia, a political subdivision of the State of Georgia.

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

<u>Contract</u> - means the Agreement Documents specifically identified and incorporated herein by reference.

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

<u>Subcontractor</u> - 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.

<u>Supplemental Agreement</u> - 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.

<u>Task Order</u> – 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.

<u>Work</u> - 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"). Only documents attached hereto are part of 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 at the same time and in the same locality.

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 based on the standard of care 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 that is not lawfully requested 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 business 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) business 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, with the exception of pre-existing work or design library items previously developed 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. <u>COORDINATION AND COOPERATION WITH OTHER UTILITIES AND CONSULTANTS</u>

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. <u>INSURANCE</u>

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. <u>Commercial General Liability Insurance</u> in an amount of not less that 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. <u>Property Damage Insurance</u> 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. <u>Valuable Papers Insurance</u> 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. <u>Professional Liability Insurance</u> in an amount of not less than One Million (\$1,000,000) Dollars per claim or an amount that correlates to the aggregate fee on the project should it exceed \$1,000,000.

CITY will be included 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. Acopy 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 <u>Conflict of Interest</u>: 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 <u>Interest of Public Officials</u>: 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 <u>Employment of CITY's Personnel</u>: 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. <u>ASSIGNABILITY</u>

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. <u>ANTI-KICKBACK CLAUSE</u>

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. <u>VERBAL AGREEMENT OR CONVERSATION</u>

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: | CONSULTANT: | |
|----------------------------|-------------|---|
| ADMINISTRATOR | | |
| AUGUSTA, GEORGIA | | |
| 535 Telfair St., Suite 910 | | · |
| Augusta, GA 30911 | | |

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, states of emergency, pandemics, 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 from and against all liabilities, claims, suits, demands, damages, losses, and expenses, including reimbursement of reasonable attorneys' fees, arising out of or to the extent caused by 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: | CONSULTANT: |
|----------------------------------|-------------------|
| AUGUSTA, GEORGIA (CITY) | |
| BY: | BY: |
| PRINTED NAME: Garnett L. Johnson | PRINTED NAME: |
| AS ITS: MAYOR | AS ITS: Principal |
| ATTEST CLERK: | ATTEST: |
| PRINTED NAME: Lena J. Bonner | PRINTED NAME: |
| AS ITS: Clerk of Commission | AS ITS: Principal |
| DATE: | DATE: |
| Сору То: | |

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

CITY shall 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 RESPONSIBILITES

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





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 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.

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

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

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



ATTACHMENT C - LISTING OF KEY PERSONNEL

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

| | \ |
|--|----------|
| | |
| | |



ATTACHMENT D - SCHEDULE FOR PERFORMANCE

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





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 . | Author | ization | To | Proceed | l : |
|------------|--------|---------|----|---------|------------|
|------------|--------|---------|----|---------|------------|

| ☑ □ □ plans | 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 and specifications, and other services requested in the CITY's Request for Proposal. |
|-----------------|---|
| final | Schedule for submittal of review documents at 30%, 60%, and 90% completion; and documents. |
| Prior to | submitting 30% review documents: |
| | Locate all existing utilities using available information collected by the ISULTANT. The CITY will furnish available information on water and sewer locations ever 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) |
| Through | nout project: |
| □ □ appli | Prepare printed responses to comments received from the CITY following reviews. Provide the necessary plats for easement acquisition and DOT/other permit ication. |
| | Prepare Public Works/DOT/Other permit applications for signature by the CITY. |
| ш | Prepare and submit plans to EPD for review and approval when required. |



| Specifications (latest version). Specifications ma | g Augusta Utilities Design Standards and ust mirror that provided by the CITY. each review stage, 30%, 60%, 90%, and with the reakdown for any items to be lump sum in the | | | |
|--|--|--|--|--|
| Upon completion of design: | | | | |
| Attend the pre-construction meeting at Provide clarification related to the plat construction. Provide record drawings at completion Design Standards and Specifications (latest version Provide Services During Construction Attend project meetings as schedule Recommend design changes as field Review and approval of pay requestion will be constructed CONSULTANT to CITY) Provide clarification of plans and several Provide Clarification Provide Clar | award of the contract. Into and forward to the CITY for execution. Into a technical reference to the CITY. Ins/specifications throughout design and In of the project electronically, per the <i>Utilities</i> In as follows: Ited by the CITY Ited conflicts arise (site visits may be required) Pests from the construction Contractor (line of on contractor to resident observer to Specifications throughout construction ment plats as changes occur that require | | | |
| AUGUSTA UTILITIES DEPARTMENT | CONSULTANT | | | |
| BY: | BY: | | | |
| PRINTED NAME: | PRINTED NAME: | | | |
| TITLE: DIRECTOR | TITLE: Principal | | | |
| DATE: | 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:

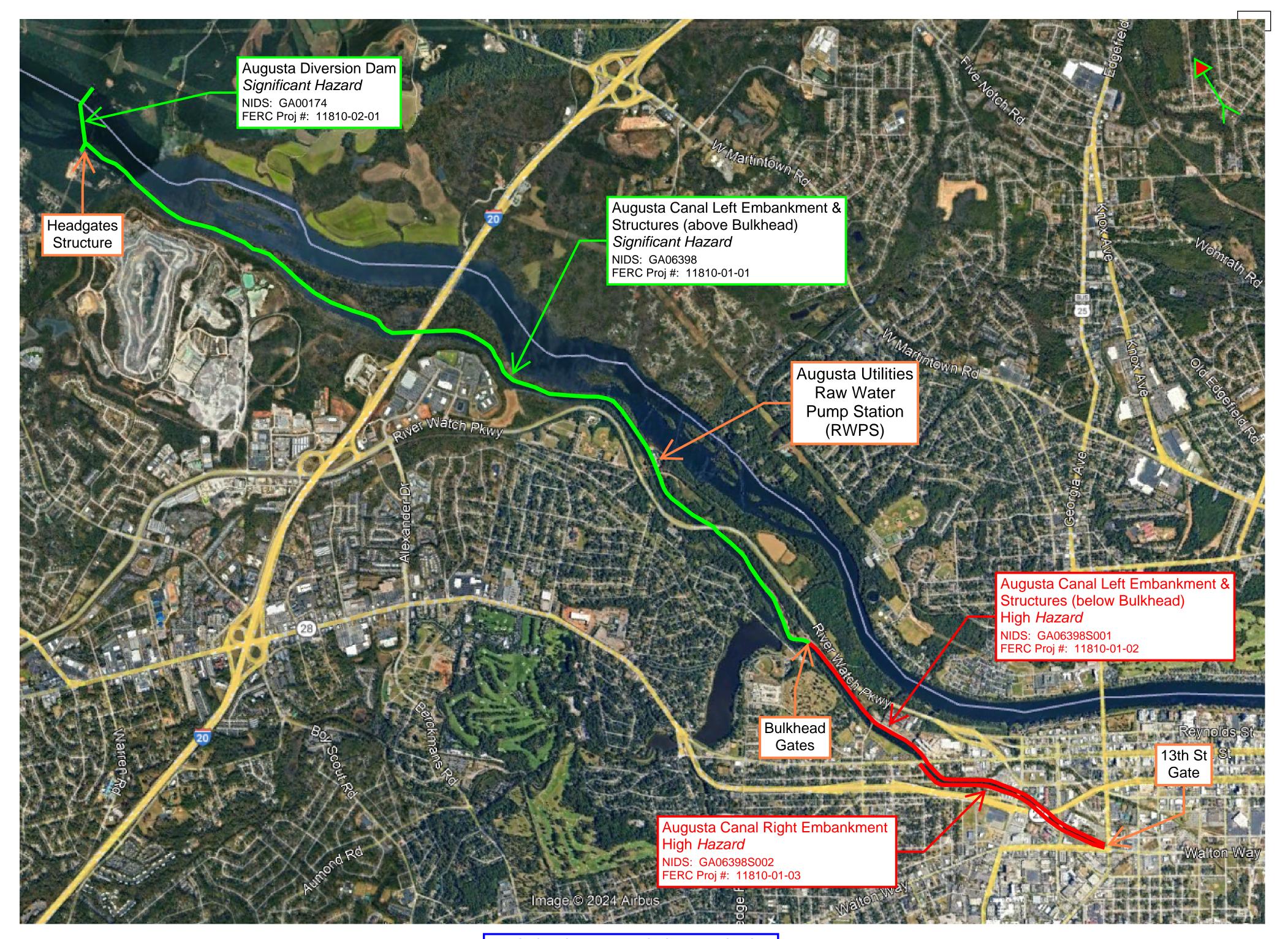
It is the responsibility of the CONSULTANT as contracted by the CITY to provide professional surveying and engineering services. It is expected that such professionals will operate in a manner which assures the interests of the common welfare, rather than in a manner which promotes their own financial 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





AUGUSTA CANAL HYDROPOWER PROJECT FERC PROJECT # 11810



Engineering Services Committee Meeting

Meeting Date: August 12, 2025

Construction Services for Lake Sediment Dredging – Turknett Spring

RFP ITEM #20-224

File Reference: 24-014 (A)

Department: Engineering & Environmental Services

Dr. Hameed Malik, Director **Presenter:**

Approve Supplementing Construction Contract of Sediment Dredging and **Caption:**

> Disposal Construction Services to Waterfront Property Services, LLC Waterfront Property Services, LLC dba Gator for continuation of sediments dredging and including Turknett Spring Sediment Basin area (Task Order 2). Also approve supplemental funding in the amount of \$1,150,000.00 for Turknett Spring Sediment Basin Task Orde 2 dredging activities. AE/ RFP 20-

224

Background: On November 4, 2020, Augusta Commission awarded waterbodies sediments

> dredging & disposal contract to Gator Dredging. Augusta Engineering tasked Gator Dredging to dredge sediments from Upper & Lower Lake Olmstead followed by Warren Lake. Tasks also included sediment disposal site preparation, operation & maintenance and stabilization of disturbed areas. All this work is substantially completed with exception of placing two-ft (2') clean dirt cap over disposed dredged material. Turknett Spring is another waterbody serving as sediment basin (basin) for Highland Water Treatment Plant filer backwash discharge under a regulatory NPDES Permit. This basin also needing sediments removal to regain its sediment storage capacity and avoid regulatory non-compliance potential enforcement. On September 17, 20024 Augusta Commission authorized & approved supplementing Turknett Spring

sediment dredging to in progress lake sediment dredging & disposal contract.

Analysis: Task Order one authorization covered removal of roughly up to 50,000 cubic

> yards of sediments. This estimation was based on dredged sediment holding cells capacity initial assessment, although to be removed deposited sediments volume was much higher. It is determined now that holding cells has additional capacity and additional sediments removal is needed. It is AE determination that continuity of sediment removal as Task Order 2 from Turknett Spring is cost effective way to complete the removal in a timely manner and keep facility

discharge in compliance with its permit.

Funds in amount of \$1,150,000.00 (AUD/\$862,500.00 + AE/287,500.00) **Financial Impact:**

available in following accounts.

1) Augusta Utilities: 516043410-5422510/80170150-5422510

2) Augusta Engineering: Engineering SPLOST8-Lake Dredging & Maintenance.

Alternatives:

1). No Alternate proposed. Continuity of services for sediments removal at Turknett Spring Basin is essential for its regulatory permit compliance.

Recommendation:

Approve Supplementing Construction Contract of Sediment Dredging and Disposal Construction Services to Waterfront Property Services, LLC Waterfront Property Services, LLC dba Gator for continuation of sediments dredging and including Turknett Spring Sediment Basin area (Task Order 2). Also approve supplemental funding in the amount of \$1,150,000.00 for Turknett Spring Sediment Basin Task Orde 2 dredging activities. AE/ RFP 20-224

Funds are available in the following accounts:

\$1,150,000 (\$862,500) 516043410-54.22510 / 80170150-54.22510 – AUD funds (\$287,500) 330-041140-54.14910 – SPLOST 8 Lake & Dredging

Maintenance

REVIEWED AND APPROVED BY:

HM/sr

ENGINEERING DEPARTMENT

Hameed Malik, Ph.D., PE, Director

MEMORANDUM

TO:

Darrell White, Interim Director, Procurement

FROM:

Dr. Hameed Malik, Director, Engineering

DATE:

July 31, 2025

SUBJECT:

Lake Sediment Dredging - Turknett Spring

RFP 20-224

Purchase Order No: 20ENG022

Please approve Change Order 4 for supplemental funding for the Lake Sediment Dredging project, for PO: 20ENG022, for Water Front Properties in the amount of \$1,150,000.00. This supplemental funding is to cover the continuation of sediments dredging and including the Turknett Spring Sediment Basin area.

It is agreed that as a result of the above described modifications the contract amount is increased by \$1,150,000 from \$9,049,500 to \$10,199,500.

Funding will come from account number:

\$1,150,000 (\$862,500) 516043410-54.22510 / 80170150-54.22510 – AUD funds

(\$287,500) 330-041140-54,14910 - SPLOST 8 Lake & Dredging Maintenance

Should you have any questions, please contact the department at 706-796-5040.

HM/sr

Cc:

Hameed Malik, P. E., PhD, Director

Lewis Avery, Assistant Director of Finance & Administration, EESD



ENGINEERING & ENVIR. SVCS. DEPARTMENT

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

MEMORANDUM

TO:

Darrell White, Interim Director - Procurement

FROM:

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

DATE:

Monday, July 28, 2025

SUBJECT:

Construction Services for Lake Dredging – Turknett Spring Sediment Basin

Lake Dredging Contract Additional Supplement Work

Regulatory Permit Compliance

RFP 20-224

File Reference: 25-014(A)

Augusta Commission on September 17, 2024 authorized and approved supplementing Turknett Spring Sediment Basin sediments dredging to the in-progress Lake sediments dredging and disposal contract (RFP20-224) to keep the basin in compliance with its regulatory flow discharge permit. Removal of sediments from Turknett Spring sediment basin is regulatory compliance requirement. Turknett Spring Sediment Basin receives filer backwash discharge, containing solids, from Augusta Highland Water Treatment facility. This discharge is permitted/regulated under state NPDES General Permit. Solids settle at Turknett Spring by gravity. This process requires incoming discharge extended retention time in the basin.

First authorization covered removal of roughly 43,000 cubic yard of sediments. This estimation was based on dredged sediment holding cells capacity initial assessment, although to be removed deposited sediments volume was much higher. It is determined now that holding cells has additional capacity. In additional, Turknett Spring basin experience additional sediment loading due to hurricane Helen impact on filtering water at the plant. To keep the basin in compliance, additional dredging is warranted. It is Augusta Engineering (AE) determination that continuity of dredging by Gator Dredging is cost effective and timely option.

Thank you.

/hm

CC:

Nancy Williams, Procurement Department

June Hamal, AED Construction Manager and Program Delivery Lead

File

Item 4.



Task Order #02

DATE: July 22, 2025

SERVICE PROVIDER

William Coughlin Gator Dredging 13630 50th Way N. Clearwater, FL 33760

Phone: 727-527-1300 Fax: 727-527-1300 CUSTOMER

City of Augusta

Attn: Hameed Malik, Public Works Director

PO: 20-ENG022

Project: Turknett Spring Pond Maintenance Dredging - WTP Backwash Lagoon

PROJECT SCOPE

Additional Dredging services barge mounted excavation

| ID | DESCRIPTION | UNIT | QUANTITY | \$ PER UNIT | TOTAL |
|----|---------------------|------|----------|-------------|--------------------|
| | | | | | |
| 10 | Mobilization | LS | 1 | 250,000.00 | \$ 250,000.00 |
| | | | | | |
| 11 | Additional Dredging | CY | 50,000 | 16.00 | \$ 800,000.00 |
| | | | | | |
| 12 | De-Mobilization | LS | 1 | 100,000.00 | \$ 100,000.00 |
| | | | | SUB TOTAL | \$ 1,150,000.00 |

| Contract Total: | \$ | 2,020,325.35 |
|-------------------|-------|--------------|
| Accepted and Appr | oved: | |
| Signature/Owner: | | |



Acquisition of temporary construction easement to Richmond County, Georgia

from Flex Properties, LLC

Meeting Date: July 29, 2025 ENGINEERING SERVICES

Department: LAW

Presenter: James T. Plunkett, Interim General Counsel

Caption: Motion to authorize condemnation to acquire a portion of property for

temporary construction easement (Parcel 061-3-156-00-0) 526 Laney Walker

Blvd. (East Augusta Drainage and Improvements Phase IV Project).

Background: Due to the property owner being deceased, the City seeks to acquire title

through condemnation. In order to proceed and avoid further project delays, it is necessary to condemn a portion of subject property. The required property consists of 521.22 square feet of permanent drainage easement. The appraised

value is \$1,000.00.

Analysis: Condemnation is necessary in order to acquire the required property.

Financial Impact: The necessary costs will be covered under the project budget.

Alternatives: Deny condemnation.

Recommendation: Approve condemnation.

Funds are available in DEPARTMENT FUNDS ARE AVAILABLE IN THE

the following accounts: DIRECTOR: FOLLOWING ACCOUNTS:

G/L 329041110-54.11110 J/L 217829109-54.11110

REVIEWED AND APPROVED BY:

N/A



Engineering Committee Meeting

Meeting Date: 7/29/2025

Extension of Rental Pumps for #8 Rwps

Department: 4416

Presenter: Wes Byne

Caption: Extension of Rental of Bypass pumps for #8 Raw water

Background: The #7 Diesel Engine rebuild is almost complete we have had some delays

on parts arriving so we would like to continue renting the pumps from Herc through July that will allow them to finish the engine rebuild and test the

engine.

Analysis: This is an extension of current rental we have in place

Financial Impact: \$ 282,611.25 is the impact and there are funds available

Alternatives: None Recommended.

Recommendation: Approve the continuation of the rental

Funds are available in 506-04-3580-5224214

the following accounts:

REVIEWED AND APPROVED BY:

N/A

AUGUSTA UTILITIES DEPARTMENT IN-HOUSE REQUISITION

| | | | | | | | | | TOTAL PRICE | 0.00 | 00.0 | 000 | 000 | 00.0 | 000 | 00.0 | 0.00 | 0.00 | 00.0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 00.0 | |
|-----------------------|-------------|---------------------------------|--------------|---------------------------|---------------------------|-------------------|---------------------------|--------------|------------------|------------------|----------------|------------|------|--------------|------|--------------|-----------|-----------|------|------|------|------|------|------------------|--|--|
| ı | Z ROUTINE | ☐ EMERGENCY | SOLE SOURCE | PREFER ITEM | | | | | UNIT PRICE | | | | | | | | | | | - | | | | | | |
| REQUISITION # | L | SCADA | INVENTORY | BID ITEM | | | | | TOTAL PRICE | 0.00 | 0.00 | 00.0 | 00.0 | 00.00 | 00.0 | 0.00 | 00.0 | 0.00 | 0.00 | 00.0 | 0.00 | 0.00 | 00.0 | 0.00 | 00.00 | |
| Ϊ. | | UNIFORM | LIFT STATTON | OTHER | VENDOR#746 | | | | UNIT PRICE | | | | | | | | | | | | | | | | | |
| |][| | REPAIR LIF | MAINTENACE OT | | RD. | SC2 9483 | | TOTAL PRICE | 0.00 | 00.0 | 282 611.25 | 0.00 | 0.00 | 00.0 | 00.0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 282,611.25 | |
| | |] | | OFFICE MA | HERC RENTAL PRO SOLUTIONS | 216 INDUSTRIAL RD | SUMMERVILLE, S | 854-220-1600 | UNIT PRICE | | | 56,522.25 | | | | | | | | | | | | | | |
| | | | SUPPLIES | SERVICE C | VENDOR: | ADDRESS: | E #: | QUOTED BY: | QUANTITY | | | v | | | | 220171.60 | 282611.25 | 502782.85 | | | | | | | TOTAL OR PURCHASE: | |
| CHECK ALL THAT APPLY: | 212023 | DIVISION Facilities Maintenance | | FUND #: 506043580 5224214 | | | 2822 CENTRAL AVE. AUGUSTA | | ITEM DESCRIPTION | EXTEND RENTAL OF | PUMPS ON BAY#8 | PER QUOTE | | CO#1 P476885 | | ORIGINAL AMT | CO#1 | NEW TOTAL | | | | | | SHIPPING CHARGES | TOTAL JUSTIFICATION AND EXPLANATION FOR PURCHASE. | |
| TA A TE. 7/2/2005 | DAID. | DIVISIO | | FUND# | SHIP TO: | | 7877 C | | ITEM # | 1. | 2. | 3. | 4. | 5. | 9 | 7. | œ | 9. | 10. | i i | 12. | 13. | 14. | | JUSTIFIC | |

APPROVED BY: Wes Ryme

Director's Signature:

REQUESTED BY: Hons Criem

66

RENTAL CONTRACT CHANGE ORDER

CO NUMBER BID ITEM DATE 07/02/2025 PROJECT TITLE EXTEND EOPT. RENTAL FOR BAY#8 PROJECT NUMBER ORIGINAL CONTRACT DATE 11/13/2024 OWNER AUGUSTA, GEORGIA PO NUMBER P476885 The following change is hereby made to the contract for the above project: Description of Change (for a more detailed description see attached proposal): EXTENSION OF RENTAL EMERGENCY PUMPS BECAUSE THE BACK UP DIESEL REQUIRED MAINTENANCE WORK. PAYEE HERC RENTALS TOTAL AMOUNT OF THIS CHANGE ORDER \$ \$282,611.25 The contract time will be INCREASED by 150 calendar days as a result of this change. ORIGINAL CONTRACT AMOUNT \$ \$220,171.60 PREVIOUS CHANGE ORDER (INCREASE) THIS CHANGE ORDER (INCREASE) \$282,611.25 TOTAL REVISED CONTRACT AMOUNT WITH CHANGE ORDER \$502,782.85 FUNDING NUMBER/ACCOUNT NUMBER 506043580 5224214 DATE: PROPOSED BY: CONTRACTOR 07/02/2025 DATE: Steve () Hon REQUESTED BY: ENGINEER 07/02/2025 Frank Wes Byne DATE: SUBMITTED BY: DEPARTMENT HEAD DATE: FINANCE ENDORSEMENT: COMPTROLLER DATE: RECOMMENDED BY: ADMINISTRATOR DATE: APPROVED BY: MAYOR

QUOTE

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R.A. No. 57025388

Page 1 of 4

| | | + | | | | | | | |
|---|---|--|--|--|--|--|--|--|--|
| BRANCH: 333 | BILL TO CUSTOMER: 2631296 | SHIPPING ADDRESS | | | | | | | |
| HERC AUGUSTA 2017 RAWLEY ROAD AUGUSTA, GA 30906 706-796-0823 | AUGUSTA/RICHMOND CO-GEORGIA 535 TELFAIR ST STE 800 ATTN: ACCOUNTS PAYABLE AUGUSTA, GA 30901 | AUGUSTA/RICHMOND CO-GEORGIA 535 TELFAIR ST STE 800 ATTN: ACCOUNTS PAYABLE AUGUSTA, GA 30901 706-821-1738 | | | | | | | |
| DESCRIPTION/CHARGES | | | | | | | | | |
| | DESCRIPTION/CHARGES | | | | | | | | |

EST START: 3/01/25 7:28

SHIPPED BY: ORDER DATE: 7/02/25

RENTAL TAX CLAIM: COUNTY GOVERNM

QUOTE PO# / JOB#:

EST RETURN: 7/19/25 7:28 ORDERED BY: ORTON, STEVE

SALESPERSON: 760 TAX DOCUMENT #: 58-2204274 DROP DATE: DROP TIME:

SALES COORDINATOR:

Rates subject to availability

Herc Rentals offers peace of mind when you purchase Rental Protection Plan ("RPP") at the start of your rental. This optional program limits your responsibility when accidental damage or theft occurs on covered equipment. You will be charged the RPP fee if you choose to purchase RPP or until you provide an acceptable certificate of insurance. View the benefits, details, and exclusions to RPP by visiting our website at

https://www.hercrentals.com/services/rpp-rental-protection-plan/terms-and-conditions.html or contact your Herc Rentals servicing location for more information.

| Qty | Equipment # | Hrs | / | Min | Hour | Day | Wee) | Mont) | Amount |
|-----|--|-----|-----|------|------|---------|---------|-----------|----------|
| 3 | PUMP VAC ASSIST HIGH HEAD 12X8IN DSL 8041545 | 8/ | 120 | 0.00 | | 1200.00 | 3500.00 | 13500.001 | 93500.00 |
| 1 | HDPE FITTING 18X90 DEG 9212238 | 8/ | 5 | 9.00 | | 59.00 | 116.00 | 198.00 | 990.00 |
| 3 | INCREASER / REDUCER 18X14 9201133 | 8/ | 7 | 5.00 | | 75.00 | 200.00 | 450.00 | 6750.00 |
| 10 | MISC CHARGE NON REPAIR ACTIVITY 9990990 | 8/ | 12 | 1.00 | | 121.00 | 360.00 | 1080.00 | 54000.00 |
| 1 | 14"' x 20' hoses MISC CHARGE NON REPAIR ACTIVITY 9990990 | 8/ | 20 | 0.00 | | 200.00 | 600.00 | 1200.00 | 6000.00 |
| | 14" check valve | | | | | | | CONTIN | UED |

CAREFULLY READ THE TERMS AND CONDITIONS THAT APPEAR BELOW AND ON REVERSE SIDE OF THIS PAGE ("TERMS")

Title

RENTAL PROTECTION PLAN. Customer must either show proof of Property Insurance as required in Section 8 on reverse side hereof or purchase Rental Protection Plan ("RPP"). Here Rentals Inc. or its affiliate ("Net") may ofter RPP for a fee to Customer on certain Equipment and for certain types of loss or damage in the Customer on certain Equipment and for certain types of loss or damage in the Customer on certain Equipment and for certain types of loss or damage in the Customer on Customer on certain Equipment and for certain types of loss or damage in the Customer on a type of Equipment on the Customer on a type of Equipment of Such Society ("Net Such Society Soci

A detailed description of fees and surcharges that may be applicable to Customer's rental can be found on Hero's website at https://www.heroentals.com/services-essociated-charges.html. Customer agrees to pay, in addition to all rental charges, at lees and charges sell offin above and, the following charges as applicable: (i) based or Customer's possession and/or use of the Equipment, all consumables, fees, licenses, present and future taxes and any other governmental charges; (ii) additional charges for more than one shift use; (iii) fraight, delivery pick up, transportation charges; (iv) iransportation service surcharges; (iv) renarges; (iv)

THE EQUIPMENT IS RENTED BY HERC TO THE CUSTOMER PURSUANT TO THE TERMS. CUSTOMER REPRESENTS HAVING READ AND AGREED TO SAME.

PARAGRAPH 11 ON THE BACK OF THIS PAGE IS IN LIEU OF (I) ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; AND (II) ALL OBLIGATIONS ON THE PART OF HERC TO CUSTOMER FOR DAMAGES.

CUSTOMER WAIVES ALL INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, THE RENTAL, MAINTENANCE, USE, OPERATION, STORAGE, ERECTION, DISMANTLING OR TRANSPORTATION OF THE EQUIPMENT.

Customer is obligated to return the Equipment in a good, clean, and uncontaminated condition, free of any and all hazardous substances.

Quote Valid For 30 Days From Order Date

Terms are due upon receipt Not valid without Barcode

Customer Signature

Customer Name

QUOTE

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R.A. No. 57025388

Page 2 of 4

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|---|--|--|--|--|--|--|--|--|
| BRANCH: 333 | BILL TO CUSTOMER: 2631296 | SHIPPING ADDRESS | | | | | | |
| HERC AUGUSTA 2017 RAWLEY ROAD AUGUSTA, GA 30906 706-796-0823 | AUGUSTA/RICHMOND CO-GEORGIA 535 TELFAIR ST STE 800 ATTN: ACCOUNTS PAYABLE AUGUSTA, GA 30901 | AUGUSTA/RICHMOND CO-GEORGIA 535 TELFAIR ST STE 800 ATTN: ACCOUNTS PAYABLE AUGUSTA, GA 30901 706-821-1738 | | | | | | |
| | DESCRIPTION/CHARGES | | | | | | | |
| EST START: 3/01/25 7:28 SHIPPED BY: 60 ORDER DATE: 7/02/25 RENTAL TAX CLAIM: COUNTY GOVERNM | EST RETURN: 7/19/25 7:28 ORDERED BY: ORTON, STEVE SALESPERSON: 760 TAX DOCUMENT #: 58-2204274 | DROP DATE: DROP TIME: SALES COORDINATOR: Rates subject to availability | | | | | | |
| PO#/JOB#: QUOTE / Oty Equipment # | Hrs/ Min Hour | Day Week Month Amount | | | | | | |
| 3 MISC CHARGE NON REPAIR ACTIV | ETY 8/ 120.00 | 120.00 240.00 720.00 10800.00 | | | | | | |
| 12"x20' hoses 3 SUCTION HOSE STRAINER 12 9203321 | 8/ 50.00 | 50.00 100.00 200.00 3000.00 | | | | | | |
| 1 FUEL TANK 1204 GALLON 5301090 | 8/ 245.00 | 245.00 710.00 1350.00 6750.00 | | | | | | |
| GA PROPERTY TAX RECOVERY FEE | 2217999900 | 101.25 | | | | | | |
| * * * Ite | ems are priced per piece * * * | | | | | | | |
| | | CONTINUED | | | | | | |
| | | | | | | | | |

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A detailed description of fees and surcharges hat may be applicable to Customer's rental can be found on Herc's website at https://www.hercyntals.com/services-associated-charges.html Customer agrees to pay, in addition to all rental charges, it less and charges sel forth above and, the following charges as applicable: (i) based on Customer's possession and/or use of the Equipment, all consumables, fees, licenses, present and future taxes and any other povernmental charges; (ii) additional charges for more than one shift use; (iii) freight, delivery, pick up, transportation charges; (iv) dension surcharges; (iv) repairs and replacement per tris contract; (vi) cleaning charge for Equipment retrured with excessive dirt, concrete and/or paint; (vii) fees for toat keys; (viii) crefueling service charges; (ix) fines for use of dyad diesel fuel in an road Equipment; (x) preventalive maintenance charges; (ii) emissions and environmental surcharges and fees; (xii) vehicle license fees. HERC COLLECTS
THESE FEES AND CHARGES AS REVENUE AND USES THEM AT ITS DISCRETION.

THE EQUIPMENT IS RENTED BY HERC TO THE CUSTOMER PURSUANT TO THE TERMS, CUSTOMER REPRESENTS HAVING READ AND AGREED TO SAME.

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Customer is obligated to return the Equipment in a good, clean, and uncontaminated condition, free of any and all hazardous substances.

Quote Valid For 30 Days From Order Date

| Terms are d | ue upon | receipt | Not valid | without | Barcode |
|-------------|---------|---------|-----------|---------|---------|
|-------------|---------|---------|-----------|---------|---------|

Customer Name

Show R.A. Number on all Correspon

QUOTE

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57025388 R.A. No.

Page 3 of 4

| BRANCH: 333 | BILL TO CUSTOME | R: 2631296 | SHIPPING ADDRE | ESS |
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| | DESCRIPTION | CHARGES | | |
| EST START: 3/01/25 7:28 SHIPPED BY: 60 ORDER DATE: 7/02/25 RENTAL TAX CLAIM: COUNTY GOVERNM PO#/JOB#: QUOTE / Qty Equipment # | ORDERED BY: OR SALESPERSON: 76 TAX DOCUMENT #: 58-22 | | DROP DATE: DROP TIME: SALES COORDINATOR: Rates subject to ava Day Week More | |
| SALES ITEMS: Qty Item number 160 PREVENT MAINT \$4.50 3770000001 - PREVENTATIVE N | | | Sub-total: | 720.00 282611.25 |
| Taxable Sub-total: 0.00 |) | | Total: | 282611.25 |

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OTHER EQUIPMENT LISTED ON MERC. S WESSITE.

A detailed description of feas and surcharges that may be applicable to Customer's rental can be found on Herc's website at https://www.hercentals.com/services-associated-charges.html Customer agrees to pay, in addition to all rental charges, all foes and chaoges as left off above and, he following charges as applicable: (i) based on clustomer's possession and chaoges as left off above and, he following charges as applicable: (ii) based on any other government, all consumables, (see, licenses, present and future taxes and any other government, charges; (ii) additional charges for more than one shift use; (iii) freight, derry, pick up, the continuous properties (iv) (Inansportation service surcharges; (v) repairs and replacement per this contract; (vi) cannings for Equipment returned with excessive dirt, concrete and/or paint; (vi) feas for lost keys; (viii) refereing service charges; (vi) fines for use of dyed diesel fuel in on road Equipment; (vi) preventative maintenance charges; (vi) emissions and environmental surcharges and feas; (vii) yenticel license fees. HERC COLLECTS THESE FEES AND CHARGES AS REVENUE AND USES THEM AT ITS DISCRETION.

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Customer is obligated to return the Equipment in a good, clean, and uncontaminated condition, free of any and all hazardous substances.

Quote Valid For 30 Days From Order Date

| Terms are due upon recei | pt Not valid without barcode |
|--------------------------|------------------------------|
|--------------------------|------------------------------|

Customer Signature

Customer Name

RESERVATION AND RENTAL CONTRACT - HERC RENTALS INC. AND AFFILIATES ("HERC")

This Agreement ("Agreement") is for the rental of the vehicles and equipment and related services described on the other side of this page ("Front"), including all parts of and attachments and accessories to such equipment. ("Equipment"). This Agreement is between the customer identified on the Front ("Customer") and Herc. Both parties acknowledge that this Agreement consists of the terms written or printed on this page and the

1. NATURE OF THIS AGREEMENT. This Agreement is solely for the purpose of creating a rental transaction, which allows Customer to use the Equipment as permitted by this Agreement. CUSTOMER REPRESENTS THAT THE ECUIPMENT IS TO BE USED SOLELY AND EXCLUSIVELY FOR BUSINESS OR COMMERCIAL PURPOSES. The Equipment is owned by Herc. Customer acknowledges that no one other than Herc may transfer or assign the Equipment or any rights or obligations under this Agreement. Neither Customer nor any Authorized Operators (as defined below) are agents of Herc. No one may repair or alter the Equipment without Herc's prior written approval. Customer will not suffer any liens or encumbrances to attach to the Equipment and will defend, indemnify, and hold Horc harmless from all loss, liability, and expense by reason thereof.

approval. Customer will not surier any liens or encumprances to adact to the Equipment is now will customer is express permission, subject to the requirements of this Section. ("Authorized Operators") may operate the Equipment.

2. WHO MAY OPERATE THE EQUIPMENT. Only Customer and the following persons with Customer's express permission, subject to the requirements of this Section. ("Authorized Operators") may operate the Equipment in the course and scope of such employees regular employment, and persons approved by Here in writing. Customer and all Authorized Operators must: only use the Equipment in the course and scope of Customer's employer's regular business operations, hold a valid driver's license to operate a motor vehicle, be of legal age to operate the Equipment, and have a valid operator's cross and operators in the scope of customer's society responsible for determining that the Authorized Operators have properly qualified and trained to operate the Equipment and the section and are properly qualified and trained to use the Equipment prior to operating the Equipment. Customer is society fractionable for limiting the use of the Equipment to Authorized Operators meeting the requirements of this Section and are properly qualified and trained to use the Equipment prior to operating the Equipment regardless of whether that person is a full horized Operator.

the requirements of this Section and for the acts and omissions of any person that operates, uses, stores or moves the Equipment regardless of whether that person is an Authorized Operator.

3. RENTAL FEES AND OTHER CHARGES. Customer will pay here on demand to the address and by the date specified in the applicable Invoice, all charges, including without limitation, rental, time, mileage, service, transportation, refueling sarvice, surcharges, sales and use taxes, and text entire business immens imposed with interpace to the little speciment and this Agreement. A detailed description of all feas and surcharges that may be applicable to Customer's rental can be found on Herc's website at https://www.hercronials.com/san/cise-associated-drampes.html
Customer must notify there in writing of any disputed charges within 30 days of receipt of such invoice or Lustomer shall be deemed to have irrevocably waived such disputed charge. The basic daily, weekly and all, weekly and all, weekly and all. weekly and all. weekly and all field of the 4-week charge (for a 4-week rental), plus applicable taxes. All charges are subject to final suid by Herc. Her will have a lens as allowed by law for charges rentally, 1045 of the weekly charge and infligible of the 4-week charge (for a 4-week rentall), plus applicable taxes. All charges are subject to charge on such Branch to the Customer's destination incurred hereunder upon the premises and improvements upon which the Equipment is employed. Rentals ser Fo.B. the Herc Branch unless otherwise specified. Shipping charges from such Branch to the Customer's destination and return and all loading, unleading, assembling and dismantling with be paid by Customer. All rates for rentals in excess of a weeks are subject to change on 30 days' written notice to the Customer with respect to any check used for rentals person that all returned unpaid. Customer all rates default, that any deposit made by Qustomer shall be used by Herc for unpaid ent and other charges, damages and ones have been done

payment hereunder that is returned unpaid. Customer agrees in the event of a default, that any deposit made by Customer shall be used by Herc for unpaid rent and other charges, damages and costs incurred dute to the default.

4. CUSTOMER'S RESPONSIBILITIES. Customer is responsible to Herc for all ioss or damage to the Equipment, and for its return in the same condition it was received, except for ordinary wear, and fires of any hexardous materials and/or contaminants. Such responsibility is limited to the full value of the Equipment and the lume it is lost or damaged, loss is lesalyege value, plus any administrative feets and Herc's related expenses, such as loss of use, appraisal feet or recovery costs ("Full Value"). The Equipment must be returned to Herc at the renting Herc Branch by the Estimated Raturn Date (EST RETURN) specified on the Front, or sooner if demanded by Herc. Customer must notify Herc if it desires to change the EST RETURN for all or some of the Equipment. Customer agrees to not expense to n

5. RISK OF LOSS. All loss of or damage to the Equipment from any cause whatsoever while on rental and whether or not due to the fault of Customer, including, but not limited to, fire, flood, theft, comprehensive losses, collision and sollower, and dats of God, will be the sole responsibility of Customer and will be paid to Herc promptly upon Customer's receipt of an invoice therefor. Such responsibility is limited to the Full Value of the Equipment at the time it is lost or rollower, and dats of God, will be the sole responsibility of Customer and will be paid to Herc promptly upon Customer's receipt of an invoice therefor. Such responsibility is limited to the Full Value of the Equipment it is first or the Employer. OR THE damaged. THE COST OF LABOR FOR REPAIRED OR THE damaged. THE COST OF LABOR FOR REPAIRED OR THE COST OF LABOR FOR REPAIRED OR THE COST OF LABOR FOR REPAIRED OR THE ADDRESS OF THE COST OF LABOR FOR REPAIRED OR THE COST OF LABOR FOR REPAIRE

6. EVENTS OF DEFAULT. Customer shall be in default of this Agreement if Customer fails to pay any amount when due hereunder, or if Customer breaches any of the other terms of this Agreement, or if Customer becomes insolvent or cases to do business as a going concern, or if a petition in bankruptcy is filed by or against Customer, or if of customer is in default pursuant to the provisions of any other agreement by and between Customer and Herc. Customer or will further be deemed to be in default if the Equipment is obtained from Herc through fraud or misrapresentation or its stored or used: (A) relations of any law or ordinance including without similation, any local, state or federal law or regulation involving "Hazardous Materials," including "DOI Hazardous Materials," as a close, or in a reckless, negligent or abusive manner, or is demagad while being rented by Customer; (C) in violation of Paragraph 4 above, (D) in any fashion or manner for which the Equipment was not designed or beyond the manufacturer's rated capacity for the Equipment.

Felegraph 9 evers, (U) in any 1881001 or inaminar for which the Equipment was not designed or beyond the manufacturer's rated capacity for the Equipment.

7. REMEDIES OF HERC. In case of default by Customer, or if Herc deems itself insecure, Herc may, but is not required to, peaceably enter the premises where the Equipment is located and render it inoperative or remove same with or without process of its want without any notice to Customer or lightlihity. Customer hereby waiters any right to any hearing or to receive any notice of legal process, as a pre-condition for Herc recovering the Equipment. Customer agrees to permit such entry and action by Herc. In such case Herc may also terminate this Agreement without notice to Customer or prejudics to any remedies or dains which the first here might other without and the hereby the equipment of the explanation of the explanation

returned on the date spacined on the Pront or sconer as permitted by the terms of this Agreement. The remedies provided herein in tavor of Heric are not exclusive but shall be cumulative end in addition to all other remedies existing at law or in equity, any one or more of which may be excriced similarineously or successively.

B. INSURANCE, Liability Insurance for injuryDamage for InjuryDamage

PROPERTY INSURANCE COVERAGE, OR (ii) ELECT TO PURCHASE THE RENTAL PROTECTION PLAN, Nothing contained in this insurance Section shall limit or modify the obligations set forth in Section 9.

9. INDEMNIFICATION, TO THE FULLEST EXTENT PERMITTED BY LAW, AND FOR AND IN ADDITIONAL CONSIDERATION OF PROVIDING THE EQUIPMENT HEREIN, CUSTOMER WILL DEFEND, INDEMNIFY AND HOLD THAN AND AND AGAINST HARMLESS HERE, ITS PARENT COMPANY, THEIR AFFILIATES, AND THEIR RESPECTIVE DIRECTS, OFFICIARES, AGENTS AND EMPLOYEES (COLLECTIVELY "HERE (INDEMNIFIED PARTIEST), FROM AND AGAINST HARMLESS HERE, ITS PARENT COMPANY, THEIR AFFILIATES, AND THEIR RESPECTIVE DIRECTS, OFFICIARES, AGENTS AND EMPLOYEES (COLLECTIVELY "HERE (INDEMNIFIED PARTIEST), FROM AND AGAINST HARMLESS HERE, ITS PARENT COMPANY, THEIR AFFILIATES, AND THEIR AND EMPLOYEES, SETTLEMENTS, JUGGMEATS, DAMAGES (INCLUDING BUT NOT LIMITED TO ANY AND BALL LACTUAL, A LLEGGED, POTENTIAL OR REFCEIVED RISKS OF INJURY, DEMANDS, CLAIMS, SUITS, LIABILITIES, LOSSES, SETTLEMENTS, JUGGMEATS, DAMAGES (INCLUDING BUT NOT LIMITED TO ANY AND ALL LACTUAL, ALLEGED, POTENTIAL OR REFCEIVED RISKS OF INJURY, DEMANDS, CLAIMS, SUITS, LIABILITIES, LOSSES, SETTLEMENTS, JUGGMEATS, DAMAGES (INCLUDING BUT NOT LIMITED TO ANY ALLEGED PROVIDERS, AND LIQUIDATED, CONSEQUENTIAL AND PUNITYER DAMAGES), ENVIRONMENTAL SPILLS, ATTORNEYS' FEES AND DISPUTE RESOLUTION COSTS, WHETHER OR NOT SUCH LOSSES, LIABILITIES, AND LOGIDATE, CONSEQUENTIAL AND PORT DAMAGES, ENVIRONMENTAL SPILLS, ATTORNEYS' FEES AND DISPUTE RESOLUTION OR THE PROVIDERS AND LICIDADE AND ANY HISTORY DAMAGES, AND LICUIDAD ANY ALLEGED REGISTRANCE OF A PARTICIPATION IN THE WROON OR OF ONE OF ANY ALLEGED REGISTRANCE OF A PARTICIPATION OR ANY ALLEGED REGISTRANCE OF A PARTICIPATION OR THE ACCOUNTY WITH THE CERNS OF THIS USE, POSSESSION, OPERATION, ERECTION, DISMANTLING, SERVICING OR TRANSPORTATION OF THE EQUIPMENT OR MOTOR VEHICLE OR CUSTOMER'S FALLURE TO COMPLY WITH THE ETEMS OF THIS USE, OPERATION, ERECTION, DISMANTLING, SERVICING OR TRANSPORTATION OF THE EQUIPMENT

10. NOTICE OF LOSS OR ACCIDENT. In the event of an accident, loss of, theft of, or damage to, spill or leak of hazardous materials from, the Equipment, Customer agrees to notify Herc as soon as possible by telephone and, thereafter, to immediately report in writing to there and to the public authorities (where required by law or by Herc) all necessary information relating to the loss or accident.

11. CONDITION OF THE EQUIPMENT. Customer advowledges having examined the Equipment upon its delivery to Customer. The Equipment shall be deemed to be accepted by Customer upon delivery and subject to the terms and conditions of this Agreement. Customer shall notify there is writing within 24 hours of delivery of the Equipment with the Equipment. If the Equipment is found by Customer not to be in good mechanical condition, and conditions on this Agreement. Customer shall notify there, whereupon Here will then, at its option and without as a result of conditions not the responsibility of Customer, nor caused by the fault or negligence of Customer's employees or agents, Customer will so notify there, whereupon Here will then, at its option and without any other listility or responsibility by Here to Customer. (a) repair or suitably replace the Equipment with a reasonable time during there's normal working hours, with the commencement or number of the terms of this Agreement to any other listility or responsibility by Here to Customer. (a) repair or suitably replace the Equipment to describe the period the Equipment of common the period the Equipment to describe the exponsibility of Customer. (a) repair or suitable the described to the Equipment to describe the expension to the Agreement, less whatever is due Here for damage to or maintenance of Equipment which is the responsibility of Customer. Customer agrees to provide full access to the Equipment to Here's representatives to enable Here to meet its responsibilities hereunder.

12. LATE PAYMENT FEE. Should Customer fall to pay any invoice to Herc In accordance with the terms of such invoice, Customer will pay a late payment fee to Herc on such delinquent payment until fully paid, at an amount up to the maximum rate allowed by the laws of the jurisdiction in which the Herc location specified on the Front is located.

13. FUELING SERVICE CHARGE. Here agrees to provide the Equipment to Customer with full fuel tanks, Customer agrees to return the Equipment with full fuel tanks). If Customer returns the Equipment with the fuel tanks less than full, Customer will pay to Here a sum equal to Here's inen applicable refueling service charge posted at Here's location where the Equipment is returned for the number of gallons required to refill the tanks) at the time of return.

14. MERGERMODIFICATION/SEVERABILITY. This Agreement expresses the entire agreement between the parties with respect to the aubject matter hereof. No modification of alteration of the terms hereof will be effective as against Herc unless same is in writing and signed by a duly authorized officer of Herc. Customer's use and/or delivery of the Equipment and/or Customer's signing of this Agreement shall be deemed execution of this Agreement and shall constitute Customer's ecceptance of all of the Terms contained on the Front hereof and herein, and the exclusion of any terms and conditions otherwise stated by Customer or contained in any of Customer's document and shall constitute Customer's accordance hereof. Customer and the person signing this Agreement represent that: (a) they both have full authority to execute, deliver and perform this Agreement; and (b) this Agreement is a legal, valid and binding obligation of Customer, enforceable in accordance with its terms.

may born have tull authority to execute, deliver and perform this Agreement; and (b) this Agreement is a legal, valid and binding obligation of Customer, enforceable in accordance with the tames of the state of Delaware without regard to its rules of conflict of laws. Customer inevocably and unconditionally consents to submit to the jurisdiction of the state and it deteral courts within the State of Delaware (the "Delaware Courts" or Florida (Florida Cortar) for any itigation arising the state of the state

16. ELECTRONIC SIGNATURES, Customer agrees that this Agreement may be signed manually or by scenning and sending .pdf or other copies thereof via email or via any other electronic means and in one or more counterparts, each of which shall be (i) an original, and all of which taken together shall constitute one and the same agreement; (ii) a valid and binding agreement and fully admissible under state and federal rules of evidence; and (iii) enforceable under the applicable Uniform Commercial Code Section 2A-204, Section 3-309 and under any other similar statute applicable to this Agreement.

17. FAMILIARIZATION, All familiarization requests must be made in writing not less than five (5) calendar days before scheduled delivery date or at time of purchase. Request(s) must be submitted to the location in which the Equipment are received to receive the Equipment are received to equipment and identify the name of the person designated present at the time of delivery to receive the equipment familiarization. Familiarization will be made in accordance to ANSI A92 & CSA 8354. Familiarization is not considered training or certification and does not impact the obligations of Section 2.

AUGUSTA, GEORGIA SUITE 805, PROCUREMENT DEPARTMENT

PURCHASE ORDER

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

Page 1 of 1

PURCHASE ORDER NO. P476885

DATE 11/13/24

DEPARTMENT 043580

VENCOR PROME

REQUISITION/QUOTE NO. R397606

VENDOR#

VENDOR

E-VERIFY # 177557

AUGUSTA, GA 30906-3700

EMAIL

HELENE

BID NUMBER:

ATTN:

CONTRACT #:

BUYER:

DORBEN

SHIP TO:

RAW WATER PUMPING STATION 2421 RIVER LOOK DRIVE AUGUSTA, GA 30904

HERC RENTALS

2017 RAWLEY ROAD

BILL TO:

AUGUSTA, GEORGIA ACCOUNTING DEPARTMENT, SUITE 800 536 TELFAIR STREET, MUNICIPAL BUILDING 1000 AUGUSTA, GA 30901-2379 (706) 821-2336

ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING DESTINATION.

| ITEM # | QUANTITY | UNIT | PRODUCT ID | DESCRIPTION | UNIT PRICE | ALIOUNT |
|---------|----------|------------------------------------|---|-------------|------------|---------|
| MERG. | CY | | | | | |
| 0001 4 | | | PROVIDE BACKUP PUMPS FOR BAY | 55,042.90 | 220,171.6 | |
| | | 506-04-3580/54-23336 | | | | |
| | | 5224214 | | | | |
| | | | | | | |
| | | | | | | |
| | | | | 11/13/2024 | | |
| | | PLEASE CORRECT THE ACCOUNT NO. TO | | | | |
| | | | A A SA | | | |
| | | 506043580-5224214 (SEE ATTA CHED). | | | | |
| | | THANK YOU! | | | | |
| | | Jus_Thompson | | | | |
| 4 | 50,000 | | | | 654 | |
| Start . | | in 3 8 | | | | |

ONDITIONS - READ CAREFULLY

The purchaser is exempt by status from payment of Federal, State, and Municipal sales, exche and other taxes.

Shipping charges propail by vendor.

Payment will be made on complete chipmants 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 privilegs to inspect and return at Vendor's expanse if defective or not in compliance with our specifications.

indoor delivery if macessary.

Payment Net 30 or according to contract.

NET TOTAL.....

220,171.60

APPROVED FOR ISSUE

INTERIM PROCUREMENT DIRECTOR



Acquisition of permanent drainage easement and temporary construction easement to Richmond County, Georgia from Katherine Brown

Meeting Date: July 29, 2025 ENGINEERING SERVICES

Department: LAW

Presenter: James T. Plunkett, Interim General Counsel

Caption: Motion to authorize condemnation to acquire a portion of property for

permanent drainage easement and temporary construction easement (Parcel 061-3-053-00-0) 408 Artmus Street (East Augusta Drainage and

Improvements Phase IV Project).

Background: Due to the property owner being deceased, the City seeks to acquire title

through condemnation. In order to proceed and avoid further project delays, it is necessary to condemn a portion of subject property. The required property consists of 564.05 square feet of permanent drainage easement and 80.99 square feet of temporary construction easement. The appraised value is

\$1,200.00.

Analysis: Condemnation is necessary in order to acquire the required property.

Financial Impact: The necessary costs will be covered under the project budget.

Alternatives: Deny condemnation.

Recommendation: Approve condemnation.

Funds are available in DEPARTMENT FUNDS ARE AVAILABLE IN THE

the following accounts: DIRECTOR: FOLLOWING ACCOUNTS:

G/L 329041110-54.11110 J/L 217829109-54.11110

REVIEWED AND N/A **APPROVED BY:**



Acquisition of temporary construction easement to Richmond County, Georgia from John W. Smith and Vivian Smith

Meeting Date: July 29, 2025 ENGINEERING SERVICES

Department: LAW

Presenter: James T. Plunkett, Interim General Counsel

Caption: Motion to authorize condemnation to acquire a portion of property for

temporary construction easement (Parcel 061-3-165-00-0) 508 Laney Walker

Place (East Augusta Drainage and Improvements Phase IV Project).

Background: The City has been unable to reach an agreement with the property owners and

therefore seeks to acquire title through condemnation. In order to proceed and avoid further project delays, it is necessary to condemn a portion of subject property. The required property consists of 528.93 square feet of temporary

construction easement. The appraised value is \$500.00.

Analysis: Condemnation is necessary in order to acquire the required property.

Financial Impact: The necessary costs will be covered under the project budget.

Alternatives: Deny condemnation.

Recommendation: Approve condemnation.

Funds are available in DEPARTMENT FUNDS ARE AVAILABLE IN THE

the following accounts: DIRECTOR: FOLLOWING ACCOUNTS:

G/L 329041110-54.11110 J/L 217829109-54.11110

REVIEWED AND N/A **APPROVED BY:**



Commission Meeting

August 19, 2025

Usage Fee

Department: N/A

Presenter: N/A

Caption: Discussion and consideration of a Usage Fee for Outside Entities

Transporting Solid Waste and Landfill-Bound Material to the Augusta-

Richmond County Landfill. (Requested by Mayor Garnett Johnson)

Background: N/A

Analysis: N/A

Financial Impact: N/A

Alternatives: N/A

Recommendation: N/A

N/A

N/A

Funds are available in

the following accounts:

REVIEWED AND

APPROVED BY: