





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

Cc: Chad Hendrix, P.E., Assistant Director - Engineering & Construction ^{COH}
Augusta Utilities Department

DATE: May 1, 2026

SUBJECT: Engineering Services for Augusta Canal Slope and Structural Stability Analyses

It is the Augusta Utilities Departments request that Kleinschmidt Associates be approved to perform engineering services associated with the drilling, sampling, testing, and analysis of the Augusta Canal embankment along with performing a structural analysis of the gate structures within the canal system.

Per FERC requirements AUD is updating and performing Structural and Slope Stability Analyses for the Augusta Canal Hydropower Project. This work includes addressing prior comments and concerns, incorporating additional data collection and evaluation, and completing revised analyses to support the structural and embankment assessments.

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



STATE OF GEORGIA
RICHMOND COUNTY

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

CONSULTANT: Kleinschmidt Associates

PROJECT: Augusta Canal Stability Analyses

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 27th day of April 2026 by and between AUGUSTA, Georgia, a political subdivision of the State of Georgia, hereinafter called the "CITY" and Kleinschmidt Associates, a Corporation authorized to do business in Georgia, hereinafter called the "CONSULTANT."

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

Augusta Canal Stability Analyses

and,

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

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



GENERAL PROVISIONS

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

CONSULTANT COORDINATION

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

AMENDMENTS TO AGREEMENT

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

REDUCTION IN REQUIRED SERVICES

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

DATE CHANGES

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

AGREEMENT MODIFICATIONS

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

TIME OF COMPLETION

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



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

PROJECT PROGRESS

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

LITIGATION

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

BINDINGS

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

EXTENT OF THE AGREEMENT

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



DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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



CONTRACT DOCUMENTS

List of Documents

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

Conflict and Precedence

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

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

DRAFT



GENERAL CONDITIONS

1. COMMENCEMENT OF WORK

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

2. PROFESSIONAL STANDARDS

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

3. CHANGES AND EXTRA WORK

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

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

4. PERSONNEL

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

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

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



5. ACCURACY OF WORK

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

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

6. CONFIDENTIALITY

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

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

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

7. OPEN RECORDS

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

8. JURISDICTION

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

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

9. TERMINATION OF AGREEMENT FOR CAUSE



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

9. TERMINATION FOR CONVENIENCE OF THE CITY

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

11. COORDINATION AND COOPERATION WITH OTHER UTILITIES AND CONSULTANTS

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

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

12. COVENANT AGAINST CONTINGENT FEES

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

13. RESPONSIBILITY FOR CLAIMS AND LIABILITY



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

14. INSURANCE

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

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

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

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

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

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

15. PROHIBITED INTERESTS



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

16. SUBCONTRACTING

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

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

17. ASSIGNABILITY

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

18. EQUAL EMPLOYMENT OPPORTUNITY

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

19. DRUG FREE WORK PLACE

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



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

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

20. ANTI-KICKBACK CLAUSE

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

21. AUDITS AND INSPECTORS

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

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

22. OWNERSHIP, PUBLICATION, REPRODUCTION AND USE

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

23. VERBAL AGREEMENT OR CONVERSATION

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



24. INDEPENDENT CONTRACTOR

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

25. NOTICES

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

CITY:

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

CONSULTANT:

Copy to:

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

26. TEMPORARY SUSPENSION OR DELAY OF PERFORMANCE OF CONTRACT

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

27. DEFECTIVE PRICING

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

28. SPECIFIED EXCUSES FOR DELAY OR NON-PERFORMANCE

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

29. HOLD HARMLESS

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



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

30. GEORGIA PROMPT PAY ACT NOT APPLICABLE

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

31. RIGHT TO INSPECT PREMISES

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

32. E-VERIFY

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

33. LOCAL SMALL BUSINESS LANGUAGE

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



34. ACKNOWLEDGEMENT

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

[SIGNATURES ON FOLLOWING PAGE]



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

CITY:

AUGUSTA, GEORGIA (CITY)

BY: _____

PRINTED NAME: Garnett L. Johnson

AS ITS: MAYOR

CONSULTANT:

KLEINSCHMIDT ASSOCIATES

BY: *Steven R. Layman*

PRINTED NAME: Steven R. Layman Ph.D.

AS ITS: Project Director, Vice President Southeast Region

ATTEST CLERK:

PRINTED NAME: Lena J. Bonner

AS ITS: Clerk of Commission

DATE: _____

ATTEST:

Lauren Chamblin

PRINTED NAME: Lauren Chamblin

AS ITS: Project Manager

DATE: April 27, 2026

Copy To:

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



CONSULTANT'S RESPONSIBILITIES

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

PROJECT UNDERSTANDING

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

REVIEW OF WORK

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

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

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

CONSULTANT'S INSURANCE

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



CITY'S RESPONSIBILITIES

CITY-FURNISHED DATA

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

RIGHT TO ENTER

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

ADVERTISEMENTS, PERMITS, AND ACCESS

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

TIMELY REVIEW

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

PROMPT NOTICE

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

CITY'S INSURANCE

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

LITIGATION ASSISTANCE

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



ATTACHMENT A - SCOPE OF SERVICES

DRAFT

March 13, 2026

Revised April 27, 2026

Via E-mail

Mr. Chad Hendrix
Augusta Utilities Department
452 Walker Street
Augusta, GA 30901

Proposal for Engineering Services (Kleinschmidt Proposal No. 2097005.00)
Augusta Canal Stability Analyses

Dear Mr. Hendrix:

Kleinschmidt Associates (Kleinschmidt) presents this proposal to the Augusta Utilities Department (AUD) to provide engineering services for the Augusta Canal Stability Analyses. Kleinschmidt will conduct slope stability and structural stability analyses of the Augusta Canal Project, following FERC's current *Engineering Guidelines*, and the updated analyses will account for comments from FERC and an independent reviewer on previously submitted analyses.

Project Background

In December 2020, AUD submitted a structural stability analysis report for multiple structures of the Augusta Canal Hydropower Project No. 11810. The stability analysis was completed in response to recommendations in the 2019 Third Part 12D 5-year Independent Consultant Safety Inspection Report (3rd Part 12D CSIR). Since that time, FERC has submitted comments on the stability analysis report and has participated in meetings with AUD to discuss their concerns with the methodology and results.

In December 2023, AUD submitted a slope stability analysis report for the canal system's embankments, also in response to the 3rd Part 12D CSIR. Based on comments received from FERC on this report, AUD contracted with an independent peer reviewer who identified several issues of concern that require further attention and additional investigation. The independent review of the slope stability analysis identified concerns in both structural stability analyses and slope stability analyses previously conducted. As a result, AUD wishes to update the analyses to address comments from FERC and the independent reviewer.

Proposed Scope of Work

To address the concerns with the previous analyses, Kleinschmidt proposes the following scope of work.

Task 1 Background Review and Summary of Existing Information

Task 1 will consist of a review of background documents made available by AUD including prior geotechnical studies and analyses, structural analyses, documentation of repairs to the canal embankment, and correspondence with FERC and other consultants regarding stability analyses. Kleinschmidt's background review will include, but is not limited to, the documents listed below, which have been received from AUD:

- Schabel Engineering 2025. Design Memorandum Augusta Canal Embankment Repairs, December 19.
- Schnabel Engineering 2025. Response to Comments from FERC, dated December 4, 2025, Augusta Canal Embankment Repairs – 50% and 90% Design Drawings, Augusta, Georgia.
- FERC 2025. FERC Comments on Augusta Canal Embankment Repairs – 50 and 90% Design Drawings. December 4.
- ECS Southeast, LLP 2020. Geotechnical Data Report Weigles Gate Spillway - Geotech ECS Project Number 38:2292. December 11.
- S&ME 2007. Subsurface Exploration Augusta Canal Dikes S&ME Project No. 1261-06-630. March.
- S&ME 2007. Supplemental Subsurface Exploration Augusta Canal Dikes S&ME Project No. 1261-06-630. June.
- S&ME 2013. Bridge Foundation Investigation (BFI) Report Archibald Butt Memorial Bridge (15th Street Bridge) Augusta-Richmond County, Georgia. January 29.
- S&ME 2020. Report of Geotechnical Exploration Long Gate Spillway - Augusta Canal Goodrich Street, Augusta, Georgia FERC Project No. 11810 NID #83011 S&ME Project No. 3319-20-026. December 8.
- Cranston, Robertson, & Whitehurst, P.C. Augusta Canal Bank Fault: An Engineering Report. Augusta, Georgia, February 18, 1992.
- Augusta Canal Bank Improvements – Tree Removal & Repairs by Cranston Engineering Group, P.C., December 2008.
- Qore Property Sciences. Geotechnical Engineering Services Raw Water Pumping Station Project No, 10250 Augusta-Richmond County, Georgia. April 10, 2002.

- Augusta Canal Bank Improvements – Undercut Repairs by Cranston Engineering Group, P.C., December 2008.
- Augusta Canal Bank Improvements – Reach 7 Repairs by Cranston Engineering Group, P.C., September 2009. (Includes Specifications).
- Augusta Canal Bank Leakage Repairs by Cranston Engineering Group, P.C., August 7, 2013.
- Augusta Canal Embankment Repair and Water Line Improvements Adjacent to Butt Bridge by Cranston Engineering Group, P.C., July 2015.
- Cranston Engineering Group, P.C. Augusta Canal Bank Study: An Engineering Report. Augusta, Georgia, Revised June 29, 2007.
- S&ME. Report of Geotechnical Exploration – 1,000 Foot Section of the Augusta Canal. March 12, 2013.

Kleinschmidt will prepare a memorandum summarizing available geotechnical information, canal geometry, and canal repairs. The memo will rely heavily on the 2007 Augusta Canal Bank Study by Cranston Engineering and build upon it with more recent information. The purpose of this memo is to consolidate the historic subsurface information to leverage available data and identify data gaps to inform additional geotechnical explorations (Tasks 2 and 3) and seismic and stability analyses (Tasks 4, 5, and 6).

The memorandum will include:

- List of reviewed documents.
- Canal plan based on most recent survey data (provided by AUD) with prior boring locations, locations of canal improvements, and prior stability analyses.
- Compiled available boring logs and lab data.
- Tables summarizing geotechnical exploration and lab data information.
- Identification of data gaps for completing liquefaction and stability analysis updates.
- Review of cross sections analyzed by prior consultants, including documentation of the selection rationale and representative reaches/stations for each, and recommendations on alternative cross sections, if applicable.

After identifying data gaps, Kleinschmidt will host a meeting with AUD and FERC to discuss the planned field investigation and approach to the analysis for FERC agreement.

Deliverables:

- Background Review Memorandum
- Meeting Minutes

Assumptions:

- AUD will provide the most updated survey information for the project, in .dwg format (with Civil3D surfaces if available).
- AUD will delineate which data are from topographic survey or publicly available LiDAR and the dates the information was collected.
- No additional survey data is needed. If during our background review we determine the existing survey data is insufficient, we will provide recommendations to AUD for additional survey needs.
- Assuming the information above if available, this task does not require a site visit.

Task 2 Drilling Program Plan (DPP) Development

Kleinschmidt will develop a DPP to perform seismic cone penetrometer test (sCPT) soundings to supplement existing subsurface exploration data at the Augusta Canal. The number and locations of the CPTs will be determined based on the results of Task 1.

A Kleinschmidt geologist or engineer will make a half-day site visit to the site to support the development of the DPP. The DPP will include the purpose of each exploration and will be prepared in accordance with the FERC 2016 "Guidelines for Drilling In and Near Embankment Dams and Their Foundations" (Guidelines) for preparation of the DPP.

Kleinschmidt will procure S&ME as a subcontractor to perform the sCPTs. S&ME has drilled borings at several locations along the Augusta Canal and has experience drilling and performing sCPT soundings in embankment dams to meet FERC requirements. The subcontractor's qualifications will be included with the DPP.

We will submit a draft DPP to AUD for review. After AUD's comments are addressed, Kleinschmidt, AUD, and FERC staff will participate in a 1-hour conference call to discuss the DPP prior to submittal to FERC to facilitate their review. Recommendations from this call will be incorporated into the final DPP, which will be submitted to FERC. If comments are received from FERC on this draft, we will revise the DPP and submit a revised Final DPP.

Deliverables:

- Draft DPP to AUD (electronic, PDF format).
- One 1-hour conference call with Kleinschmidt, AUD, and FERC staff to discuss the DPP prior to submittal to FERC.
- Final DPP to AUD (electronic, PDF format).
- Revised Final DPP if FERC comments are received (electronic, PDF format).

Assumptions:

- The DPP will include up to 14 CPTs at 7 locations along the canal, generally paired with existing boring locations.
- The proposed schedule assumes a 2-week review by AUD of the draft DPP, and submittal of the Final DPP within 1 week after the comment review meeting with AUD.
- We have budgeted 6 hours to address one round of FERC comments.

Task 3: sCPT Program and Field Support

Task 3 involves the implementation of the DPP, including subcontractor support (in the office and field) by Kleinschmidt.

At least one week before mobilization, a Kleinschmidt geologist or engineer will make a half-day site visit to mark out the planned sCPT locations. Approximately one week before mobilization, Kleinschmidt will host a virtual coordination call with S&ME staff, the Kleinschmidt field representative, AUD personnel, and other stakeholders to be determined and invited by AUD.

A Kleinschmidt geologist or engineer will provide full-time oversight of the sCPTs in the field and will coordinate with AUD and S&ME. The geologist/engineer will collect GPS coordinates for sCPT locations as well as measure the sCPT with a tape measure from fixed features at the site with known elevations. Kleinschmidt recommends that the sCPT locations be surveyed to obtain accurate elevations/locations, but survey is not included with this scope of work.

The sCPT soundings are planned to be pushed until refusal or a depth of 35 feet, whichever is shallower. The sCPTs will include pore pressure measurements, pore water dissipation tests in fine-grained material, and will include seismic testing to obtain shear wave velocity data. Termination criteria for each location will be better defined during preparation of the DPP.

S&ME will be responsible for preparing PDFs of sCPT logs with data processed by the program CPeT-IT and providing raw and processed data to Kleinschmidt in Excel format.

Assumptions:

- The sCPT Program will include up to 14 sCPTs at 7 locations along the canal, generally paired with existing boring locations. sCPTs are planned to be pushed until refusal or a depth of 35 feet, whichever is shallower.
- The field investigation program will be completed in 7 days.
- AUD will be responsible for marking subsurface utilities and structures a minimum of 2 days before the start of the exploration program.
- The sCPT subcontractor will be responsible for calling Georgia811 for utility clearance prior to mobilization.
- sCPT logs will be included in the report in Task 5.

Task 4: Seismic Hazard and Dynamic Ground Response Analysis

An updated liquefaction and deformation analysis is needed to address FERC comments and comments from the Independent Reviewer. Based on review of ECS's boring logs, the embankment soils at least one or more sections previously analyzed are likely to be liquefiable and fall into Site Class F, which requires a site-specific hazard analysis. The site class will be evaluated based on the sCPT data collected in Task 3.

MPERA will act as a subconsultant to provide earthquake engineering support to Kleinschmidt. MPERA will perform seismic hazard characterization and dynamic ground response analyses to develop seismic loading parameters for use in the canal embankment stability evaluations. The analyses will be performed following completion of the sCPT investigation and development of representative subsurface profiles by Kleinschmidt.

Services under this task will include:

- Definition of one design seismic loading level for the analyses based on project requirements and applicable guidance for hydraulic and embankment structures.
- Development of a target response spectrum representing the selected seismic design level for use in input ground motion selection and scaling.
- Selection of seven (7) pairs of horizontal ground motions representative of the regional tectonic environment and compatible with the hazard disaggregation.
- Scaling of the selected ground motions to match the target response spectrum over the period range relevant to the canal embankment system.
- Development of one representative dynamic soil profile (1-D) based on additional exploration data, laboratory testing results, and subsurface interpretations prepared by Kleinschmidt.

- Assignment of nonlinear dynamic soil properties, including modulus reduction and damping characteristics, and selection of appropriate constitutive models to represent soil behavior during seismic shaking.
- Performance of dynamic ground response analyses (DGRA) to evaluate the seismic response of the representative soil profile. Analyses will include both total stress and effective stress simulations, as appropriate, to evaluate nonlinear soil behavior and potential excess pore pressure generation in potentially liquefiable soils.
- Evaluation of excess pore pressure development and liquefaction potential within the soil profile during seismic shaking.
- Development of surface response spectra and seismic design parameters for use in the canal embankment stability evaluations.
- Estimation of seismically induced vertical settlements using results of the dynamic ground response analyses.
- Preparation of a technical memorandum summarizing the seismic hazard assumptions, selected ground motions, representative soil profile, analysis procedures, and results of the dynamic ground response analyses.

For budgeting purposes, this task assumes evaluation of one seismic design level (such as the one representative one-dimensional soil profile and associated dynamic ground response analyses. Additional canal sections or soil profiles can be analyzed for an additional fee.

Task 5: Slope Stability Analysis and Report

A slope stability analysis is needed to address FERC comments and comments from the Independent Reviewer.

Kleinschmidt will perform a screening-level liquefaction triggering analysis based on sCPT data at up to eight soundings.

Kleinschmidt will use GeoStudio's Slope/W slope stability computer program with Spencer's limit equilibrium method to estimate the factor of safety for each loading condition evaluated. Load cases and the recommended minimum factors of safety will come from the current FERC *Engineering Guidelines* and industry standards.

- Geometry and Stratigraphy
 - Stability analyses will be performed on up to four cross sections, to be determined in Task 1. Geometry will be determined from survey provided by AUD and adjusted to be representative of the critical cross sections. These cross sections are likely to be at Sta. 40+00 (Reach 1, B-05), Sta. 180+00 (Reach 5, B-03), Sta. 220+00 (Reach 8, B-02), and Sta. 320 (Reach 9/10, B-01), which are the four sections for which the

- ECS 2023 stability analysis indicated the FERC-recommended minimum factors of safety were not met for the steady state and/or rapid drawdown cases or the analysis was not completed (B-05).
- Stratigraphy will be based on existing geotechnical exploration information and sCPT data. The geometry and stratigraphy selection will be clearly documented in the report.
 - Kleinschmidt understands that Schnabel is currently working on the design of a repair to the canal channel and upstream slope in response to damage from Hurricane Helene, and that this work will be constructed in stages over the next few years. We understand this repair will include placing a 2-foot-thick layer of Georgia DOT Type III riprap on the upstream slope of the embankment where it is 2H:1V or flatter and that where the upstream slope of the embankment is steeper than 2H:1V, additional riprap will be placed to produce a minimum surface slope of 2H:1V. Kleinschmidt's slope stability models will be based on current existing conditions. If the upstream factors of safety for the current existing conditions do not meet the FERC-recommended minimum factors of safety, Kleinschmidt will flatten the slope in the stability models at up to two cross sections to be similar to the typical sections in the proposed design. The material properties will be assumed for the riprap and should be vetted by the design engineer based on actual in-place conditions once constructed.
 - The phreatic surface will be conservatively estimated from data collected from sCPTs and canal operating levels provided by AUD.
 - Load cases to be run will include:
 - Sudden drawdown, using the Duncan, Wright, and Wong 1990 method (upstream slope).
 - Normal Pool (upstream & downstream slopes).
 - Flood Pool (downstream slope).
 - Pseudo-static (upstream & downstream slopes); using seismic loading by applying horizontal seismic coefficients. Analyses will be performed to estimate a yield acceleration, which is the horizontal seismic coefficient that reduces the factor of safety to 1.0, in which may be used in the subsequent deformation analyses, if appropriate.
 - Post-Earthquake (upstream & downstream slope); using residual strengths for soils where liquefaction or cyclic softening is expected, if appropriate based on field data and liquefaction screening. If this case is run using soil strengths based on analyses performed in Task 4.

- Soil properties will be developed based on prior geotechnical field and lab data collected for the site, new sCPT information, and results of the seismic hazard analysis (Task 4).
- We will perform a simplified deformation analysis to estimate anticipated crest displacement following the methodology consistent with the U.S. Society of Dams (USSD) *Analysis of Seismic Deformation of Embankment Dams* (2022).

Kleinschmidt will document analyses, assumptions, and results from geotechnical slope stability and deformation analyses in a Draft Report that will be electronically submitted to AUD for their review. The seismic hazard report by MPERA will be appended to this report and summarized in the text. For each loading condition evaluated, a cross-section showing the computed factor of safety and critical failure surface will be presented. After AUD comments are received, we will hold a 1-hour virtual meeting to discuss any questions or review comments. Kleinschmidt will then address comments and issue a final report to AUD (sent in an electronic, PDF format), stamped and signed by a Professional Civil Engineer licensed in the State of Georgia.

Assumptions:

- No seepage modelling will be performed.
- There are no known wells at the site.
- AUD will provide the normal pool, flood pool, and sudden drawdown pool elevation.
- The proposed schedule assumes a 2-week review by AUD of the draft report and submittal of the Final Report within 2 weeks after the comment review meeting with AUD.
- This task does not include responding to comments from FERC on the Final Calculation Package. Such services could be provided if requested and would be performed as a separate or additional scope of work.
- This task includes up to 8 hours of coordination with Schnabel to coordinate inclusion of planned channel repairs if applicable.

Deliverables:

- Draft Report to AUD (electronic, PDF format)
- 1-hour virtual meeting to discuss AUD review comments on Draft Report
- Final Report to AUD (electronic, PDF format)

Task 6: Structural Stability Assessment and Report

Kleinschmidt is proposing to perform gravity stability analyses for 11 cross-sections of nine structures. The 11 cross-sections will align with the previously analyzed gravity structures for the site. The following structures and their approximate cross-section station locations will be analyzed.

Structure	Cross-Section/Station	Foundation
Diversion Dam	361+62	Bedrock
Headgates	361+07	Soil
Reed Creek Waste Gate	322+85	Soil
Rock Creek Waste Gate	220+68	Soil
Long Gate Spillway	120+20	Soil
	123+75	Soil
Tin House Waste Gate	106+68	Soil
Bulkhead Gates Structure	103+64	Soil
Weigle's Gate Spillway	47+50	Soil
	49+00	Soil
13th Street Headgates	1+25	Soil

Dimensions and foundation assumptions for the analyses will be determined using available Project information and drawings and information obtained during the field investigation (Task 3). The stability analyses will be generated using Kleinschmidt's KAStable program, a 2D static gravity analysis in-house stability program. The stability analysis will be performed in accordance with the current criteria in FERC's *Engineering Guidelines for the Evaluation of Hydropower Projects (Guidelines)*. The analyses will be performed for Normal Pool, Post-Earthquake, and Inflow Design Flood load cases. For the headgate and bulkhead gate sections, Kleinschmidt will also analyze the structure's performance during dewatered conditions and for floatation.

The above calculations will be submitted to AUD in a Calculations Package containing a summary memorandum covering analyses assumptions, results, and recommendations as a result of the revised analyses. The Calculations Package will have detailed sketches and KAStable outputs for each structure and load case analyzed as an attachment. The Calculations Package will conform to FERC requirements and provide sufficient information for FERC to re-create the analyses themselves when checking the analysis.

We have assumed a single review period for AUD, with a duration of four weeks, to review the Calculations Package and provide comments. Following the review, we will hold a 1-hour virtual meeting to discuss and address any questions or review comments. Kleinschmidt will

then address comments and issue a final report (sent in an electronic, PDF format), stamped and signed by a Professional Civil Engineer licensed in the State of Georgia.

Deliverables:

- Draft Calculation Package to AUD (electronic, PDF format).
- 1-hour virtual meeting to discuss AUD review comments on Draft Report.
- Final Calculation Package stamped and signed by a Professional Civil Engineer licensed in the State of Georgia to AUD (electronic, PDF format).

Assumptions:

- This task does not include liquefaction, deep-seated failures, and dewatering analyses.
- The proposed schedule assumes a single 4-week review period by AUD of the Draft Calculation Package, and submittal of the Final Calculation Package within 4 weeks after the comment review meeting with AUD.
- This task does not include responding to comments from FERC on the Final Calculation Package. Such services could be provided if requested and would be performed as a separate or additional scope of work.

Task 7: Contingency

Per our conversation on April 15, 2026, this Contingency Task has been added and may be used to coordinate external review of work products or for other contingency items as directed by AUD.

Schedule

The Scope of Work will be performed and documents provided per the following schedule:

Task	Completion Date
Expected Receipt of Notice to Proceed (NTP)	June 10, 2026
Task 1: Background Review and Summary of Existing Information	August 10, 2026
Task 2: Drilling Program Plan Development	Draft to AUD August 10, 2026 Final to FERC: August 24, 2026
Task 3: sCPT Program and Field Support	Est. November 2026, pending FERC approval

Task	Completion Date
Task 4: Seismic Hazard and Dynamic Ground Response Analysis	8 weeks after receipt of processed field data and liquefaction screening results (Est. February 2027)
Task 5: Slope Stability Analysis and Report	Draft: 8 weeks after receipt of Task 4 Deliverables (Est. March 2027) Final: 4 weeks after receiving comments (Est. Q3 2027)
Task 6: Structural Stability Assessment and Report	Draft October 16, 2026 Final December 18, 2026

Due to the potential for delay at multiple stages of the work (FERC DPP approval, drill availability, etc.), Kleinschmidt anticipates coordinating potential schedule revisions with AUD proactively. Kleinschmidt and AUD will coordinate with FERC schedule revisions, as necessary.

Cost of Services

Kleinschmidt will perform the proposed work on an Hourly Rate plus Expenses basis for the estimated cost of **\$387,600** (Three hundred eighty-seven thousand six hundred dollars). The Cost of Services is calculated using Kleinschmidt's Standard Rates. The Table below presents an estimate of cost for each task of the Proposed Scope of Work. The estimate is not a fixed price or an upper limit. We will not exceed the estimated amount without first discussing the need with you and receiving your authorization to proceed. Attachment A shows the hourly billing rates for 2026. Costs for labor in 2027 were estimated assuming a 3.5% increase from 2026 rates.

Task	Estimated Cost
Task 1: Background Review and Summary of Existing Information	\$ 29,600
Task 2: Drilling Program Plan Development	\$ 14,000
Task 3: sCPT Program and Field Support	\$110,000
Task 4: Seismic Hazard Analysis	\$ 66,500
Task 5: Slope Stability Analysis and Report	\$ 84,500
Task 6: Structural Stability Assessment and Report	\$ 78,000
Task 7: Contingency	\$ 5,000
Total	\$387,600

Terms and Conditions

The proposed Scope of Work will be performed on an Hourly Rate plus Expenses basis in accordance with this proposal and the Major Projects Consultant Services Agreement Between Augusta, Georgia (City) And Consultant, Kleinschmidt's 2026 Rate Schedule (Attachment A) and Method of Payment (Attachment B).


Kleinschmidt appreciates the opportunity to assist Augusta Utilities with this project. If you have any questions regarding this proposal, please call or e-mail Lauren Chamblin at 704.702.2456 or Lauren.Chamblin@KleinschmidtGroup.com. Please return a countersigned copy of this proposal as your acknowledgement and concurrence with the Proposed Scope of Work, Schedule, Cost, and Terms and Conditions. Receipt of the countersigned copy will be our Notice to Proceed. If Augusta Utilities issues a purchase order to authorize the work, please reference Kleinschmidt Proposal No. 2097005.00 in the purchase order and note that any terms and conditions on the purchase order are null and void. This proposal is valid for 90 days. Receipt of authorization after this date may require adjustments to project team, schedule of work, and/or budget requirements.

Sincerely,

KLEINSCHMIDT ASSOCIATES



Lauren Chamblin
Project Manager



Steven R. Layman, Ph.D.
Project Director

LMC/KAK

Accepted By:

AUGUSTA UTILITIES DEPARTMENT

Signature

Printed Name

Title

Date

Attachment A: 2026 Rate Schedule
Attachment B: Method of Payment

cc: Proposal Distribution

ATTACHMENT A

2026 RATE SCHEDULE

KLEINSCHMIDT ASSOCIATES
2026 RATES (USD)

LABOR CATEGORY	HOURLY BILLING RATE
SENIOR MANAGERS/CONSULTANTS	
Principal Consultant F1	\$328.00
ENGINEERS	
Senior Engineering Advisor E7	\$304.00
Senior Engineering Consultant E6	\$275.00
Senior Engineer E5	\$226.00
Project Engineer E4	\$202.00
Engineer E3	\$190.00
Staff Engineer E2	\$169.00
Engineer Technician E1	\$128.00
LICENSING COORDINATORS	
Senior Regulatory Advisor L7	\$302.00
Senior Licensing Coordinator L6	\$242.00
Project Licensing Coordinator L5	\$199.00
Licensing Coordinator L4	\$174.00
Staff Licensing Coordinator L3	\$150.00
Associate Licensing Coordinator L2	\$128.00
Licensing Technician L1	\$108.00
SCIENTISTS	
Senior Science Advisor S7	\$290.00
Senior Scientist S6	\$230.00
Project Scientist S5	\$196.00
Scientist S4	\$166.00
Staff Scientist S3	\$150.00
Associate Scientist S2	\$118.00
Scientist Technician S1	\$102.00
PROJECT AND PROGRAM MANAGEMENT	
Project Director	\$320.00
Senior Project Manager	\$290.00
Project Manager PM1	\$244.00
Senior Support Staff A7	\$244.00
Project Controller A6	\$202.00
Senior Project Coordinator or Administrator /Accountant A5	\$162.00
Project Administrator or /Accountant A4	\$141.00
Administrative Staff A3	\$122.00
Associate Administrative Staff A2	\$105.00
Office Assistant A1	\$96.00
DESIGNERS/DRAFTERS	
Lead Designer D5	\$186.00
Senior Designer D4	\$170.00
Designer D3	\$149.00
Drafter D2	\$130.00
CAD Technician D1	\$112.00

Effective January 1, 2026

ATTACHMENT B

METHOD OF PAYMENT

KLEINSCHMIDT ASSOCIATES

METHOD OF PAYMENT

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



ATTACHMENT B - COMPENSATION

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

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

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

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

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

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



ATTACHMENT C - LISTING OF KEY PERSONNEL

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

Name	Role	
Lauren Chamblin	Project Manager	
Steve Layman	Project Director	
Kathy Kitchin	Project Coordinator	
Nick Ciomei	Senior Engineer	
Jess DeBellis	Senior Geotechnical Engineer	
S & ME	Drilling Subconsultant	
MPERA Group	Liquefaction Analysis Subconsultant	



ATTACHMENT D - SCHEDULE FOR PERFORMANCE

The term of services will be as shown in the schedule Section of Attachment A.

DRAFT



CONSULTANT SERVICES

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

Prior to Authorization To Proceed:

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

Prior to submitting 30% review documents:

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

Throughout project:

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



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

Upon completion of design:

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

AUGUSTA UTILITIES DEPARTMENT

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

DRAFT

Cost of Services

Kleinschmidt will perform the proposed work on an Hourly Rate plus Expenses basis for the estimated cost of **\$387,600** (Three hundred eighty-seven thousand six hundred dollars). The Cost of Services is calculated using Kleinschmidt's Standard Rates. The Table below presents an estimate of cost for each task of the Proposed Scope of Work. The estimate is not a fixed price or an upper limit. We will not exceed the estimated amount without first discussing the need with you and receiving your authorization to proceed. Attachment A shows the hourly billing rates for 2026. Costs for labor in 2027 were estimated assuming a 3.5% increase from 2026 rates.

Task	Estimated Cost
Task 1: Background Review and Summary of Existing Information	\$ 29,600
Task 2: Drilling Program Plan Development	\$ 14,000
Task 3: sCPT Program and Field Support	\$110,000
Task 4: Seismic Hazard Analysis	\$ 66,500
Task 5: Slope Stability Analysis and Report	\$ 84,500
Task 6: Structural Stability Assessment and Report	\$ 78,000
Task 7: Contingency	\$ 5,000
Total	\$387,600