



STATE OF GEORGIA
RICHMOND COUNTY

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

CONSULTANT: Cranston Engineering

PROJECT: Augusta Canal Annual FERC Updates 2024-2025

DATE EXECUTED:

DATE COMPLETED:



STATE OF GEORGIA
RICHMOND COUNTY

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

AND

CONSULTANT

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

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

Augusta Canal Annual FERC Updates 2024-2025

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

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



GENERAL PROVISIONS

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

CONSULTANT COORDINATION

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

AMENDMENTS TO AGREEMENT

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

REDUCTION IN REQUIRED SERVICES

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

DATE CHANGES

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

AGREEMENT MODIFICATIONS

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

TIME OF COMPLETION

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



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

PROJECT PROGRESS

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

LITIGATION

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

BINDINGS

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

EXTENT OF THE AGREEMENT

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



DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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



CONTRACT DOCUMENTS

List of Documents

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

Conflict and Precedence

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

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



GENERAL CONDITIONS

1. COMMENCEMENT OF WORK

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

2. PROFESSIONAL STANDARDS

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

3. CHANGES AND EXTRA WORK

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

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

4. PERSONNEL

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

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

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



5. ACCURACY OF WORK

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

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

6. CONFIDENTIALITY

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

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

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

7. OPEN RECORDS

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

8. JURISDICTION

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

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

9. TERMINATION OF AGREEMENT FOR CAUSE



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

10. TERMINATION FOR CONVENIENCE OF THE CITY

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

11. COORDINATION AND COOPERATION WITH OTHER UTILITIES AND CONSULTANTS

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

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

12. COVENANT AGAINST CONTINGENT FEES

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

13. RESPONSIBILITY FOR CLAIMS AND LIABILITY



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

14. INSURANCE

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

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

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

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

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

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

15. PROHIBITED INTERESTS



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

16. SUBCONTRACTING

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

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

17. ASSIGNABILITY

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

18. EQUAL EMPLOYMENT OPPORTUNITY

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

19. DRUG FREE WORK PLACE

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



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

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

20. ANTI-KICKBACK CLAUSE

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

21. AUDITS AND INSPECTORS

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

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

22. OWNERSHIP, PUBLICATION, REPRODUCTION AND USE

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

23. VERBAL AGREEMENT OR CONVERSATION

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



24. INDEPENDENT CONTRACTOR

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

25. NOTICES

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

CITY:

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

CONSULTANT:

Cranston Engineering

Copy to:

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

26. TEMPORARY SUSPENSION OR DELAY OF PERFORMANCE OF CONTRACT

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

27. DEFECTIVE PRICING

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

28. SPECIFIED EXCUSES FOR DELAY OR NON-PERFORMANCE

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

29. HOLD HARMLESS

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



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

30. GEORGIA PROMPT PAY ACT NOT APPLICABLE

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

31. RIGHT TO INSPECT PREMISES

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

32. E-VERIFY

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

33. LOCAL SMALL BUSINESS LANGUAGE

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



34. ACKNOWLEDGEMENT

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

[SIGNATURES ON FOLLOWING PAGE]



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

CITY:

AUGUSTA, GEORGIA (CITY)

BY: _____

PRINTED NAME: Garnett L. Johnson

AS ITS: MAYOR

CONSULTANT:

Cranston Engineering

BY: _____

PRINTED NAME: _____

AS ITS: Principal

ATTEST CLERK:

PRINTED NAME: Lena J. Bonner

AS ITS: Clerk of Commission

DATE: _____

ATTEST:

PRINTED NAME: _____

AS ITS: Principal

DATE: _____

Copy To:

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



CONSULTANT'S RESPONSIBILITIES

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

PROJECT UNDERSTANDING

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

REVIEW OF WORK

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

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

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

CONSULTANT'S INSURANCE

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



CITY'S RESPONSIBILITIES

CITY-FURNISHED DATA

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

RIGHT TO ENTER

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

ADVERTISEMENTS, PERMITS, AND ACCESS

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

TIMELY REVIEW

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

PROMPT NOTICE

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

CITY'S INSURANCE

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

LITIGATION ASSISTANCE

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



ATTACHMENT A - SCOPE OF SERVICES

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

DRAFT



ATTACHMENT B - COMPENSATION

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

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

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

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

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

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

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



ATTACHMENT C - LISTING OF KEY PERSONNEL

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

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



ATTACHMENT D - SCHEDULE FOR PERFORMANCE

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

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

DRAFT



CONSULTANT SERVICES

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

Prior to Authorization To Proceed:

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

Prior to submitting 30% review documents:

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

Throughout project:

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



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

Upon completion of design:

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

AUGUSTA UTILITIES DEPARTMENT

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



CRANSTON

CranstonEngineering.com

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

July 1, 2024

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

Re: Augusta Canal Annual FERC
Updates 2024-2025
Cranston File No. 2024-0033

Dear Mr. Byne:

In accordance with your request and our previous discussions, we are pleased to offer the following proposal for accomplishing the necessary engineering, survey, inspection and reporting services associated with the compliance requirements of the Federal Energy Regulatory Commission (FERC) on dam and dike safety for the Augusta Canal Hydropower Project. In addition to the annual FERC updates and reporting requirements, tasks are included based on the agreed recommendations of the 3rd Part 12D report. This proposal states our understanding of the project scope, the general tasks that will be needed to comply with the regulations, as well as the fees for accomplishing the work.

GENERAL:

The City of Augusta has applied for a license from the Federal Energy Regulatory Commission for operating the canal for power production. The application process has been lengthy, and the approval of the commission remains a pending matter. Licensed projects must comply with applicable requirements of the Code of Federal Regulations Title 18, Conservation of Power and Water Resources, which includes requirements for dam safety (Chapter 14, Dam Safety Performance Monitoring Program).

This program involves a comprehensive approach to technical data reporting, potential failure mode identification, surveillance and monitoring, emergency action, security and vulnerability, and a series of inspections and reports by a qualified consultant. Cranston has the knowledge and expertise having worked directly on and around the Augusta Canal since 1967.

The Augusta Canal Hydropower Project includes the canal, diversion dam, banks and drainage works, but excludes the power generating facilities of Sibley, King, and Enterprise Mills, as well as the Augusta Raw Water Pumping Station. The

project is subdivided into individual projects identified by FERC by project number as follows: High Hazard - Augusta Canal Left Embankment & Structures (Below Bulkhead) (Project No. 11810-01-02), High Hazard - Augusta Canal Right Embankment (Below Bulkhead) (Project No. 11810-01-03), Significant Hazard - Augusta Canal Left Embankment & Structures (Above Bulkhead) (Project No. 11801-01-01), and Significant Hazard – Augusta Diversion Dam (Project No 11810-02-01).

SCOPE OF WORK:

The services proposed herein are intended to provide the technical bases for the City's compliance with the applicable requirements of the Federal Energy Regulatory Commission Dam Safety Monitoring Program and specialized inspection and improvements projects requested by AUD and recommended in 3rd Part 12D. The proposed components are more fully described as follows:

I. 2024-2025 Annual FERC Reports and Updates

- A. 2024 & 2025 Emergency Action Plan Orientations and Updates.** The annual orientation seminar, drill and review of the Emergency Action Plan (EAP) will be conducted, and the plan will be updated accordingly based on comments received from the attendees and regulatory reviews. The annual orientation and drill will include a meeting of all notification flow chart personnel identified in the Emergency Action Plan. An onsite tour or virtual tour will be included as allowable. We will also hold a meeting with the local EMA and AUD staff to review emergency actions, current response times, and possible measures to reduce response times to support a re-evaluation of the Sudden Failure Assessment (SFA) in 2024. This item will include participation in the coordinated 2024 or 2025 Practical Exercise with stakeholders and emergency management personnel. Upon completion of the meetings and subsequent plan updates, a revised EAP document for 2024 and/or 2025 will be distributed to all plan holders and a status report will be prepared for AUD submittal to FERC. The current FERC deadline for submission is December 31 of each year.
- B. 2024 & 2025 Public Safety Plan Reviews and Updates.** The Public Safety annual field inspection, plan review and plan update will be conducted in accordance with FERC regulations. Should revisions be required, revised plan sheets will be distributed to all plan holders and a status report will be prepared for AUD submittal to FERC. The current FERC deadline for submission is December 31st of each year.
- C. 2024 & 2025 Dam Safety Surveillance and Monitoring Plan (DSSMP) Report, Reviews and Updates.** We will perform an annual review the DSSMP in 2024 & 2025 and make any necessary updates which may be required because of changed conditions. Should revisions be required, revised plan sheets will be provided to AUD along with the annual Dam Safety Surveillance and Monitoring Report(s) (DSSMR) for submission to FERC. The current FERC deadline for submission is December 31st of each year.

This task will include incorporation of findings of additional canal penetration and utility crossing records and field data recovered within the contract period of 2024 & 2025 and the recent 2023 work by Georgia Power adjacent to their substation at 15th and Greene Streets into the DSSMP.

- D. 2024 & 2025 Owners Dam Safety Program (ODSP) Annual Reports and Updates.** The annual Owners Dam Safety Plan Report will be compiled in accordance with the FERC requirements. We will also review the plan and make any necessary updates required because of changed conditions. Should revisions be required, revised plan sheets will be provided to AUD along with the annual report for submission to FERC. The current deadline for submission is December 31st of each year. In anticipation of the 5-year ODSP Audit, this task will include a full ODSP re-write in 2025.
- E. 2024 & 2025 FERC D2SI Annual Security Compliance Certification (ASCC) Assistance.** We will provide assistance to AUD in developing the FERC D2SI Annual Security Compliance Certification assessments, program updates, documentation and coordination efforts to maintain compliance with FERC. This includes assistance with Security Program for Hydropower Projects Revision 3 - Dam Assessment Matrix for Security and Vulnerability Risk (DAMSVR) and coordination with AUD and FERC and attending period meetings.

II. 2024-2025 Field Reconnaissance, Inspections, and Compliance Reporting

- A. Additional Detailed and Periodic Canal Inspection Compliance.** During the next bi-annual period of 2024-2025, we will also perform two (2) periodic general inspections of the canal crest and known seepage areas. These inspections will include photo documentation and identification with GPS locations for map and field reference.

Additional services to the above tasks will include assessment and implementation of newly published FERC Rule 87 FR 1490 requirements that come into effect April 11, 2024. The Summary of the new Rule states: *In this final rule, the Federal Energy Regulatory Commission (Commission) is amending its regulations governing the safety of hydroelectric projects licensed by the Commission under the Federal Power Act. These regulations will promote the safe operation, effective maintenance, and efficient repair of licensed hydroelectric projects and project works to ensure the protection of life, health, and property in surrounding communities. Specifically, the Commission is revising its regulations to: incorporate two tiers of project safety inspections by independent consultants, codify existing guidance requiring certain licensees to develop an owner's dam safety program and a public safety plan, update existing regulations related to public safety incident reporting, and make various minor revisions.*

This item will include coordination with FERC and AUD specific to these new Rule requirements, attending available FERC training seminars and modifications to existing practices to implement within the ODSP. This includes assistance addressing the following:

- Section 12.39—Evaluation of Spillway Adequacy
- Section 12.41—Corrective Measures (*Identified in the forthcoming Part 12 Independent Consultant's Periodic Inspection in 2024*)

This item will include additional hydraulic calculations (i.e., HEC-RAS modelling and/or other hydraulic modeling) to demonstrate the Augusta Canal flood control gates and spillways can adequately discharge the Inflow Design Flood (IDF) and provide content to the Operations & Maintenance documentation on how this will be achieved.

- B. Operations and Procedures Updates (As Needed).** We will meet with AUD and RWPS staff to discuss necessary updates to the Operations Manual. These updates will likely result from the outcomes of the Dam Safety Report – Accommodating the IDF. These services are estimated and will only be used as needed at the direction of AUD.
- C. Supporting Technical Information Document (STID) Response to FERC Comments (As Needed).** This item is to update and address potential FERC comments related to the lasted edition of the published STID documentation. This includes updating filing STID documentation with new information developed in 2024 and 2025 for the next future published STID update.

III. 2024-2025 Project Management, FERC Coordination, Training, and Additional Tasks

- A. 2024 & 2025 Project Management and FERC Coordination Assistance (As Needed).** We will provide ongoing primary assistance developing subsequent response letters, project management tasks and general coordination with AUD, SHPO, and FERC representatives (not otherwise specified) and review and provide comments as requested. Generally, we will coordinate bi-weekly (at a minimum monthly) status meetings with AUD and monthly status meetings with FERC and AUD to review and discuss current and scheduled tasks
- B. Additional Canal Tasks (Allowance).** In order to be flexible and responsive to unforeseen circumstances including service requests from AUD and FERC, we will provide secondary services on an as-needed basis. This task is proposed due to prior requests from FERC for communications and information from AUD not specific to current contracted services, real-time conditions that require our assistance (e.g., flood event, new seepages, new utility work near canal embankment, etc.) and/or other circumstances that require timely support services from Cranston to AUD.

- C. 2024 & 2025 AUD Training and Public Education. (As Needed)** We will provide assistance to AUD in developing the FERC requested and ODSP documented public education outreach activities. To the extent requested, we will help with materials and assistance during public meeting(s) or training meeting(s), up to three meetings total. The public education previously proposed by AUD and Augusta-Richmond County Emergency Management Agency for a public outreach event in 2024 for residents, businesses and other interests within the 100-foot potential failure impact zone were cancelled due to the pandemic. Additional services regarding training and public education for 2024 & 2025 are provided in this scope item; however, they are anticipated to only be in a support capacity by attending a public meeting, training exercise and/or providing technical information or material review of documentation provided by AUD for these purposes.

This task will include assistance in developing an annual Raw Water Pump Station and relevant AUD staff training session on key elements of canal and dam safety operations, inspections, and reporting.

IV. 2024 Part 12D FERC & Independent Consultant Response Support

- A. 2024 Part 12D FERC & Independent Consultant Response Support (Time & Material)** We will provide support services during and after the Part 12D FERC and 3rd Party Inspection for the purpose of assisting AUD with responses to comments that may be issued. These will include assistance with developing response letters and documentation, and support developing plans and schedules to address outcomes from the final Part 12D report findings.

FEE PROPOSAL:

We propose to accomplish the individual items listed below at the fees and terms for each item shown. Items without a definite scope are proposed on a time and material (T&M) basis at our standard hourly rates that are in effect at that time. We have provided an estimated fee for these items for your budgeting purposes.

I. 2024-2025 Annual FERC Reports and Updates

Description
Lump Sum

Subtotal \$149,170.00

II. 2024-2025 Field Reconnaissance, Inspections, and Compliance Reporting

Description
Lump Sum

Subtotal \$56,130.00

III. 2024-2025 Project Management, FERC Coordination, Training, and Additional Tasks

Description
Lump Sum

Subtotal \$174,560.00

IV. 2024 Part 12D FERC & IC Response Support

Description
Time & Material

Subtotal \$4,750.00

GRAND TOTAL \$384,610.00

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

TIME OF COMPLETION:

We are prepared to begin work at your direction and will work with you and your staff to ensure that any associated AUD and FERC deadlines are met. A schedule organizing these, and other Augusta Canal tasks is provided separately and will be periodically reviewed with you at status meetings. Completion dates may be adjusted based on changing requirements over the next eighteen months.

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

Sincerely,

CRANSTON LLC

Cary M. Nagler, PE

William T. Dunaway, PE

CMN/cmn

ACCEPTED:

CITY OF AUGUSTA

BY: _____

TITLE: _____

DATE: _____