



STATE OF GEORGIA
RICHMOND COUNTY

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

AND

CONSULTANT

CONSULTANT: Kleinschmidt Associates

PROJECT: 2024 4th Part 12D Independent Consultant Canal Periodic Inspection

DATE EXECUTED:

DATE COMPLETED:



STATE OF GEORGIA
RICHMOND COUNTY

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

AND

CONSULTANT

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

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

2024 4th Part 12D Independent Consultant Canal Periodic Inspection

and,

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

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



GENERAL PROVISIONS

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

CONSULTANT COORDINATION

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

AMENDMENTS TO AGREEMENT

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

REDUCTION IN REQUIRED SERVICES

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

DATE CHANGES

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

AGREEMENT MODIFICATIONS

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

TIME OF COMPLETION

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



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

PROJECT PROGRESS

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

LITIGATION

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

BINDINGS

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

EXTENT OF THE AGREEMENT

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



DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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



CONTRACT DOCUMENTS

List of Documents

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

Conflict and Precedence

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

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



GENERAL CONDITIONS

1. COMMENCEMENT OF WORK

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

2. PROFESSIONAL STANDARDS

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

3. CHANGES AND EXTRA WORK

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

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

4. PERSONNEL

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

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

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



5. ACCURACY OF WORK

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

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

6. CONFIDENTIALITY

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

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

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

7. OPEN RECORDS

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

8. JURISDICTION

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

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

9. TERMINATION OF AGREEMENT FOR CAUSE



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

10. TERMINATION FOR CONVENIENCE OF THE CITY

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

11. COORDINATION AND COOPERATION WITH OTHER UTILITIES AND CONSULTANTS

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

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

12. COVENANT AGAINST CONTINGENT FEES

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

13. RESPONSIBILITY FOR CLAIMS AND LIABILITY



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

14. INSURANCE

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

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

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

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

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

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

15. PROHIBITED INTERESTS



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

16. SUBCONTRACTING

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

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

17. ASSIGNABILITY

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

18. EQUAL EMPLOYMENT OPPORTUNITY

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

19. DRUG FREE WORK PLACE

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



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

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

20. ANTI-KICKBACK CLAUSE

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

21. AUDITS AND INSPECTORS

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

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

22. OWNERSHIP, PUBLICATION, REPRODUCTION AND USE

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

23. VERBAL AGREEMENT OR CONVERSATION

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



24. INDEPENDENT CONTRACTOR

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

25. NOTICES

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

CITY:

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

CONSULTANT:

Copy to:

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

26. TEMPORARY SUSPENSION OR DELAY OF PERFORMANCE OF CONTRACT

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

27. DEFECTIVE PRICING

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

28. SPECIFIED EXCUSES FOR DELAY OR NON-PERFORMANCE

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

29. HOLD HARMLESS

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



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

30. GEORGIA PROMPT PAY ACT NOT APPLICABLE

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

31. RIGHT TO INSPECT PREMISES

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

32. E-VERIFY

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

33. LOCAL SMALL BUSINESS LANGUAGE

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



34. ACKNOWLEDGEMENT

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

[SIGNATURES ON FOLLOWING PAGE]



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

CITY:

AUGUSTA, GEORGIA (CITY)

BY: _____

PRINTED NAME: Garnett L. Johnson

AS ITS: MAYOR

CONSULTANT:

BY: _____

PRINTED NAME: _____

AS ITS: Principal

ATTEST CLERK:

PRINTED NAME: Lena J. Bonner

AS ITS: Clerk of Commission

DATE: _____

ATTEST:

PRINTED NAME: _____

AS ITS: Principal

DATE: _____

Copy To:

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



CONSULTANT'S RESPONSIBILITIES

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

PROJECT UNDERSTANDING

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

REVIEW OF WORK

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

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

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

CONSULTANT'S INSURANCE

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



CITY'S RESPONSIBILITIES

CITY-FURNISHED DATA

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

RIGHT TO ENTER

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

ADVERTISEMENTS, PERMITS, AND ACCESS

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

TIMELY REVIEW

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

PROMPT NOTICE

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

CITY'S INSURANCE

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

LITIGATION ASSISTANCE

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



ATTACHMENT A - SCOPE OF SERVICES

For the Scope of Services, please refer to the attached proposal from Kleinschmidt Associates which includes the fee schedule for inspection tasks.

DRAFT



ATTACHMENT B - COMPENSATION

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

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

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

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

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

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



ATTACHMENT C - LISTING OF KEY PERSONNEL

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

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ATTACHMENT D - SCHEDULE FOR PERFORMANCE

For the Schedule for Performance, please refer to the attached proposal from Kleinschmidt Associates.

DRAFT



CONSULTANT SERVICES

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

Prior to Authorization To Proceed:

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

Prior to submitting 30% review documents:

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

Throughout project:

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



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

Upon completion of design:

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

AUGUSTA UTILITIES DEPARTMENT

BY: _____

PRINTED NAME: _____

TITLE: DIRECTOR

DATE: _____

CONSULTANT

BY: _____

PRINTED NAME: _____

TITLE: Principal

DATE: _____



ADDITIONAL SERVICES:

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

NOTE:

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



BEST AND FINAL FEE PROPOSAL

DRAFT



We provide practical solutions for complex renewable energy, water, and environmental projects.

May 19, 2023

Via Email

Chad Hendrix, PE
Assistant Director
Augusta Utilities Department
452 Walker Street
Augusta, GA 30901

Proposal for Engineering Services (2097002.00)
Augusta Canal Hydroelectric Project (FERC No. 11810)
2024 4th FERC Part 12D Periodic Inspection

Dear Mr. Hendrix:

Kleinschmidt Associates (Kleinschmidt) is pleased to submit this proposal to provide engineering services to prepare the 4th Part 12D Independent Consultant Dam Safety Inspection of the Augusta Canal Hydroelectric Project (FERC No. 11810, Project). The 4th Part 12D Safety Inspection of the Project will be conducted as a Periodic Inspection (PI), in accordance with and as required by the Federal Energy Regulatory Commissions' (FERC) Chapter's 16 and 17 of the *Engineering Guidelines for the Evaluation of Hydropower Projects (Guidelines)*, December 16, 2021. According to the information we have available, the Part 12D Periodic Inspection Report (PIR) is due to FERC by June 30, 2024.

We propose Nick Ciomei, P.E., as the Independent Consultant (IC), structural subject matter expert (SME), and Project Manager. Mr. Ciomei is a FERC-approved IC and he has not performed back-to-back Part 12 inspections of the Project. A copy of Mr. Ciomei's résumé is attached for Augusta Utilities Department's (AUD) review (Attachment A). Mr. Ciomei will be accompanied by two additional Kleinschmidt engineers to participate in the inspection of the Project's structures. One of the engineers will be an experienced engineer that can act as the Geotechnical SME. The second additional engineer will perform the role of IC assistant and notetaker for the inspection.

Kleinschmidt will not use subconsultants in performing the proposed scope of work.

PROPOSED SCOPE OF WORK

According to paragraph 12.32 of FERC Order 122, the proposed scope of work for the safety inspection is "...to identify any actual or potential deficiencies that might endanger life, health, or property, including deficiencies that may be in the condition of those project works or in the quality or adequacy of project maintenance, safety, methods of operation, analyses, and

other conditions.” The requirements for the PIR are contained in Chapter 16 of FERC’s *Guidelines*. The proposed work will be performed according to the requirements of the *Guidelines* and as outlined in FERC’s Part 12 Notification Letter of December 19, 2022. All work will be performed either by the IC or under the direction of the IC. We will perform the following tasks to prepare the Part 12D PIR for the Project.

TASK 1: REVIEW BACKGROUND INFORMATION

We request that AUD provide an electronic copy of the following documents for the IC to review before visiting the Project. Some documents are requested in Microsoft Word or Excel format, as noted:

- Supporting Technical Information Document (STID) — the most current version of the document or the draft containing proposed revisions in Microsoft Word;
- Potential Failure Modes Analysis (PFMA) Report and addenda in Microsoft Word;
- copies of the three previous Part 12 Safety Inspection Reports (SIRs);
- dam safety correspondence with FERC since the previous SIR;
- FERC’s most recent annual inspection report;
- most recent version of the Dam Safety Surveillance and Monitoring Plans (DSSMP);
- most recent Dam Safety Surveillance and Monitoring Reports (DSSMR);
- instrumentation and monitoring data set up to be plotted (if data are not in Excel, please provide electronic copies of the data plots);
- current Emergency Action Plans (EAPs);
- current Owner’s Dam Safety Plan (ODSP);
- current Public Safety Plan (PSP);
- project drawings; and
- documents describing any modifications, studies, or investigations that have been performed since the STID was last updated.

Assuming that the drawings and other information contained in the documents are legible and suitable for reproduction and use in the Part 12D PIR, no other background information should be needed.

The IC needs to review AUD’s correspondence with FERC regarding dam safety to ensure that he is aware of any issues that FERC may have with the safety of the Project. The correspondence should start with the letter submitting the 3rd Part 12D SIR to FERC up to the current day. Copies of correspondence regarding licensing issues or annual operating reports are not needed.

The requested documents should be provided to Kleinschmidt as soon as practical after issuing the notice to proceed, and at least 4 months before the field inspection for creation of the Pre-Inspection Preparation Report (PIPR, Task 6).

TASK 2: PART 12D INSPECTION PLAN

A Part 12D Inspection Plan for the Project will be prepared under the direction of the IC in a format that complies with the FERC's requirements as contained in Chapter 16 of the *Guidelines*. The Inspection Plan will include the Project's basic information, type of inspection, the proposed IC Team subject matter disciplines, and a schedule for completing the Part 12D inspection-related activities. Kleinschmidt will submit the proposed IC Team's resumes as part of the Inspection Plan. Kleinschmidt will deliver an electronic copy of the draft plan in Microsoft Word format. We request AUD to provide consolidated comments on the draft plan to Kleinschmidt within 2 weeks of receipt. Kleinschmidt will deliver the final plan within 2 weeks of receiving comments on the draft.

TASK 3: PARTICIPATE IN SECOND FERC COORDINATION CALL

Kleinschmidt will participate in the second coordination conference call with AUD and FERC. The purpose of the call is to discuss FERC's expectations of AUD and the IC during the PFMA review and field inspection. Any outstanding items or past Part 12D recommendations that have not been fulfilled or that require particular attention during the PFMA reviews and field inspections will be discussed during this call.

TASK 4: REVIEW SUPPORTING TECHNICAL INFORMATION DOCUMENT

The IC will review the STID for the Project in advance of creating the PIPR (Task 6). Any hydrologic studies and stability analyses performed since the last SIR will be reviewed as part of this task. We propose no additional studies or new analyses be completed specifically for preparing the PIR.

TASK 5: REVIEW INSTRUMENTATION AND SURVEY DATA

The IC will review the data provided by AUD to monitor the movement, stability, or uplift of the water-retaining structures at the Project. We expect the data to include the information required according to the *Guidelines*, Appendix H, Section 4.0. We understand that the active instrumentation and survey data at the Project is limited to that associated with monitoring of seepage. There are no piezometers being monitored nor are their deformation surveys (horizontal and vertical movement) being performed.

The data plots should cover not less than 15 years of data if available (*Guidelines*, Appendix D), although providing data for the full length of the instruments' record is preferred in order to allow a comparison of the last five years of data with historic data. The PIR will contain an

evaluation of the existing monitoring program and, if necessary, recommendations for revising the program. The PIR will also include a copy of the instrumentation data plots.

The Proposed Scope of Work does not include compiling or entering instrumentation data into any data base, or the generation of graphs of the data, but such services can be provided if requested and they will be considered as additional work.

TASK 6: PRE-INSPECTION PREPARATION REPORT

The PIPR will be prepared under the direction of the IC in a format that complies with the FERC's requirements as contained in Chapter 16 of the *Guidelines*. Unlike the Part 12 Inspection Plan, the PIPR will be utilized as part of the PIR (Task 9) and will require a separate plan for the Project. The PIPR will clearly state the required documentation in accordance with Section 16-4.2 of the *Guidelines* and IC Team inclusive of each proposed team member and their résumé. As part of the PIPR task and to meet the *Guidelines*, Kleinschmidt has assumed limited hand calculations will be performed to review analyses of record for the Project. Kleinschmidt will deliver electronic copies of the draft report in Microsoft Word. We assume AUD will provide consolidated comments on the draft report to Kleinschmidt within 4 weeks of receipt. Kleinschmidt will deliver the final report within 2 weeks of receiving comments on the draft.

TASK 7: REVIEW PFMA REPORT

The IC will review the current PFMA Report for the Project and documents provided by AUD that provide information to assess potential impacts to existing potential failure modes (PFMs) or to identify new PFMs as requested by FERC. The PI does not require a formal PFMA review; however, a review of PFMs with respect to current project conditions, studies, and outstanding items is required. Based on Kleinschmidt's understanding of the Project and some current outstanding items related to a number of PFMs, Kleinschmidt has planned and budgeted for up to 16 hours for PFM review and documentation of PFM related discussion within the PIR.

TASK 8: INSPECT PROJECT STRUCTURES

The IC and IC assistant will visit the Project to observe the water-retaining structures, focusing on the condition of each structure and considering the findings of the PFMA review. The inspection will assess the condition of the diversion dam, if not being overtopped, the 7-mile-long canal and any structure that intrudes into or passes beneath the canal dikes and waterways. Ideally, the IC's site visit will occur concurrently with FERC's annual inspection, and the IC will compare notes and findings with the FERC Inspector before leaving the site.

The IC will endeavor to perform the field inspection when the diversion dam is not spilling or minimally spilling flows to maximize visual observation of the structures, and when the ground surface is dry to identify any seepage or leakage. The date of the field inspection is not yet

determined but will include the IC Team and participants from AUD and FERC. Based on our current understanding of the Project and the work to be completed, we assume that the Part 12D field inspection will be completed in up to 3 days.

As part of the field inspection, the IC will offer an opinion regarding the adequacy of the operation and monitoring of the Project with respect to the findings of the PFMA review. Kleinschmidt will observe maintenance and repairs of the Project, if any, completed since the previous Part 12D SIR. The IC will visually observe the condition of project structures and consult with AUD personnel to complete the inspections. We request and assume that personnel knowledgeable on the history, operation, maintenance, and modification of the Project will be made available to accompany the IC Team during the inspection. The IC will use no equipment other than a camera, a geologist's hammer, and a measuring tape to test or assess the condition of project structures, equipment, and features. Our proposed services exclude inspecting the portions of the Project's structures that are underwater.

Kleinschmidt will provide the IC Team with safety shoes, glasses, hard hat, and gloves; AUD shall provide personal flotation devices, a boat and operator for access, and fall protection equipment, if required. We request that AUD arrange to provide the safety equipment, clearances, and field checks needed to allow access to any galleries or passages associated with the Project's structures. We assume that no spillage will occur during the inspection, both for safety and so that the IC Team can view the spillway effectively.

If the IC Team determines that additional analyses or field data are necessary to evaluate the condition or safety of the Project properly, the IC will work with AUD to develop means to secure such information. Any work to scope or complete additional analyses or to develop additional data gathering programs will be considered additional services. We assume that the recommendations of previous Part 12D Inspection Reports and FERC's comments on those reports have been addressed; therefore, this proposal excludes addressing any outstanding recommendations or comments.

TASK 9: PREPARE PART 12D PERIODIC INSPECTION REPORT

A Part 12D PIR will be prepared for the Project under the direction of the IC in a format that complies with the FERC's requirements as contained in the *Guidelines*. Pertinent sections of the Part 12D PIR will clearly state the extent of review of analyses and studies performed by the IC or under his direction, and whether the IC agrees with the methods, assumptions and findings of those analyses or studies.

Kleinschmidt will deliver an electronic copy of the draft report in Microsoft Word and PDF formats. The draft report will include photographs taken during the field inspection and selected to document the condition of Project's structures. The cover and each page of the Part 12 PIR will contain the following footnote "Critical Energy Infrastructure Information – Do

Not Release.” We request that AUD provide consolidated comments on the draft report to Kleinschmidt within 4 weeks of receipt.

The scope of work covered in this proposal excludes services required to address any follow-up questions from FERC. Kleinschmidt cannot anticipate the questions or the level of detail of the questions that FERC may ask. Kleinschmidt expects to prepare complete reports that leave no unresolved issues, but we cannot guarantee that FERC will have no questions on the reports or their findings.

SCHEDULE

The draft schedule for completion of the work is proposed as follows, subject to discussion with AUD and FERC:

| TASK | COMPLETION DATE |
|---|-------------------------------|
| Proposal Submitted to AUD | May 19, 2023 |
| Authorization to Proceed | By June 2, 2023 |
| Task 1 – Review Background Materials | Continuous Throughout Project |
| Task 2 – DRAFT Part 12D Inspection Plan | June 23, 2023 |
| Task 2 – FINAL Part 12D Inspection Plan | July 14, 2023 |
| Task 3 – Second FERC Coordination Call | TBD, Summer 2023 |
| Tasks 4, 5, & 7 – Review of STID/Instruments/PFMs | Continuous Throughout Project |
| Task 6 – DRAFT PIPR | November 10, 2023 |
| Task 6 – FINAL PIPR | December 15, 2023 |
| Task 8 – Field Inspection | January/February 2024 |
| Task 9 – DRAFT PIR | May 31, 2024 |
| Task 9 – FINAL PIR | June 28, 2024 |
| Final PIR due to FERC | June 30, 2024 |

COST

Kleinschmidt will perform the proposed work on an Hourly Rate plus Expenses basis. Based upon our understanding of the scope of work, the estimated cost for this is **\$85,000** (Eighty-five thousand dollars). This Cost of Services is calculated using Kleinschmidt’s 2023 Rate Schedule (Attachment B) for work planned for 2023 and a 5% increase in rates for 2024. 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.

Kleinschmidt will communicate a need for a change order, if necessary, once the 2024 Rate Schedule is finalized.

TERMS AND CONDITIONS

The proposed scope of work will be performed on an Hourly Rate plus Expenses basis according to Kleinschmidt's Method of Payment (Attachment C), 2023 Rate Schedule (Attachment B) and the Standard Terms and Conditions (Attachment D). Work completed in 2024 will be based on an estimated 5% increase over the 2023 Kleinschmidt rates to accommodate our annual business cost adjustments.

Please reference this proposal, *Proposal No. 2097002.00*, on the face of the purchase order (PO) or other form of written notice issued as authorization to proceed. If a PO is issued as authorization to proceed, please note on the face of the PO that the terms and conditions referenced in this proposal supersede any shown on the back of the PO. Provide written authorization to proceed to the following address and forward an electronic copy of the authorizing document to Nick Ciomei at Nick.Ciomei@KleinschmidtGroup.com:

Kleinschmidt Associates
P.O. Box 650
Pittsfield, ME 04967-0650
Attn: Accounting Group

We appreciate the opportunity to assist you with this project. If you have any questions regarding this proposal, please call or e-mail Nick Ciomei at 207.416.1216 or Nick.Ciomei@KleinschmidtGroup.com.

Sincerely,

KLEINSCHMIDT ASSOCIATES



Nick M. Ciomei, P.E.
Project Manager



Steven R. Layman, Ph.D.
Project Director
NMC:FHW

Attachments: Attachment A. IC's Résumé
Attachment B. 2023 Rate Schedule
Attachment C. Method of Payment
Attachment D. Standard Terms and Conditions

cc: Proposal Distribution

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2097002_Augusta Canal Part 12 PI Proposal.docx

ATTACHMENT A

INDEPENDENT CONSULTANT'S RÉSUMÉ



Nicholas M. Ciomei, P.E.

Project Role: Structural Subject Matter Expert

Nick Ciomei has 12 years of dam safety experience and specializes in dam safety/Part 12D safety inspections as a FERC approved IC. He conducted six Part 12 safety inspections and PFMA projects as an IC and assisted the FERC-approved IC on 25 additional Part 12 safety inspections and PFMA projects. Nick is experienced in completing gravity stability analyses for concrete, timber crib, masonry, stacked stone, and various gated structures. His experience includes engineering design and inspection for a variety of hydropower structures such as retaining walls, spillways, penstocks, flashboards, and rock anchors. In addition, Mr. Ciomei facilitates emergency action plan functional and tabletop exercises, generates dam safety surveillance monitoring plans/reports and standard technical information documents. He received the Leveraging Potential Failure Mode Analysis to Perform Semi-Quantitative Risk Analysis training and the Fundamentals of Facilitating a Semi-Quantitative Risk Analysis required for facilitators.

Position with Firm
Senior Engineer

Key Expertise

- FERC Part 12 Dam Safety Inspection
- DSSMR/DSSMP
- Stability Analysis
- Supporting Technical Information Documents (STID)
- Dam & Spillway Inspections & Design
- Gates & Water Control Design
- Penstock Investigation & Design

Professional Registration

Professional Engineer, ME, HI, VT, NH, GA

Certification/Training

FERC-Approved Independent Part 12D Consultant

Leveraging Potential Failure Mode Analysis to Perform Semi-Quantitative Risk Analysis

Fundamentals of Facilitating a Semi-Quantitative Risk Analysis

SPRAT Rope Access Technician Level I

Safety Evaluation of Existing Dams, Bureau of Reclamation

Inspection and Assessment of Dams, Bureau of Reclamation

Education

B.S. Civil Engineering, minor in Business, University of Maine, 2010

Years of Experience

With Kleinschmidt: 9

Total: 12

Relevant Project Experience

Federal Energy Regulatory Commission (FERC) Part 12 Independent Consultant and Potential Failure Mode Analyses (PFMA)

Independent Consultant for the following FERC Part 12 inspection and potential failure mode analysis (PFMA) in 2021:

Tallulah Falls, GA - 2021
Clark's Falls, VT - 2021
Peterson, VT - 2021

Tugalo, GA - 2022
Bartletts Ferry, GA - 2022
Pocono Lake, PA - 2022

Assisted the Independent Consultant with Federal Energy Regulatory Commission (FERC) Part 12 and Potential Failure Mode Analyses (PFMA)

Independent Consultant Assistant responsible for the following FERC Part 12 inspection and potential failure mode analyses (PFMA) in the years noted:

Bartlett's Ferry, GA - 2018
Clark's Falls, VT- 2017
Eel Weir, ME- 2016
Ellsworth, ME - 2015
Forest City, ME - 2014
Gantt, AL - 2018
Graham Lake, ME- 2015
Gregg's Falls, NH- 2016
Gulf Island, ME- 2015
Indian Orchard, MA - 2015 & 2020
Minetto, NY - 2017
Sinclair, GA - 2017
Parr Pond, GA (PFMA Only) - 2017

Peterson Dam, VT- 2017
Phoenix, NY- 2018
Point A, AL - 2018
Rapidan, MN - 2016
Red Bridge, MA - 2015 & 2020
Sebec, ME - 2017
Vanceboro, ME - 2014
Wallace Dam, GA - 2020
West Grand Lake, ME - 2014
Weston, ME - 2014
Mathis-Terrora, GA - 2020
Augusta Canal, GA (PFMA Only) - 2020

Dam Safety and Compliance, General Services

Eagle Creek Renewable Energy

Project Manager responsible for leading dam safety and compliance work for ECRE's Midwest and East Division hydro assets. The work included providing support services for FERC 12.10 reports, emergency embankment repair designs, dive report reviews, construction support, Tainter gate inspections, STID and DSSMP revisions, stability analyses, dam safety state and federal correspondence, and other miscellaneous FERC compliance documents.

**FERC Part 12 Inspection, Pocono Lake
Pocono Lake Preserve, Pocono Lake, PA**

Project Manager and Independent Consultant responsible for FERC Part 12 inspection. Types of structures inspected include a concrete gravity dam, uncontrolled ogee spillway, and earthen embankments. Project services included dam inspections, hydrologic & hydraulic analyses including PMF determination and dam breach analyses, and potential failure mode analyses (PFMA) review.

**Multiple Dam Safety Projects, Gantt and Point A Developments, Conecuh
Hydroelectric Project, PowerSouth Energy Cooperative, Andalusia, AL**

Project Manager & Project Engineer responsible for multiple projects at the two developments between 2015 and 2018 including: Rewriting and separating STIDs, DSSMPs, and DSSMRs for reporting years 2016-2018, 5-year ODSP audit, conducting the 10-year Detailed Tainter Gate inspections, Focused Spillway Assessments, and Part 12D Inspection. The developments both consist of large earthen embankment structures, Tainter gate spillways, and integral intake/powerhouse structures. Each development has 20+ embankment and spillway piezometers, toe ditch weirs, and survey monuments. Due to access limitations, the close-up Tainter gate inspection incorporated rope access techniques to meet the FERC Guidelines. Additional work completed during the STID update process included stability analyses of concrete gravity structures, identification of population at risk due to a dam breach, and revised spillway rating curves for each development. The Focused Spillway Assessment was completed to address the FERC initiative as a result of the Oroville Dam event. The Part 12D inspection included a comprehensive PFMA review that addressed concerns raised during the Focused Spillway Assessment. Project work to date has resulted in a revamped dam safety program addressing deficiencies noted by FERC and now meets or exceeds the FERC Guidelines.

**Audit of Owner's Dam Safety Program, Six Hydroelectric Projects
Kruger, KEI (USA) Power Management Inc., Gardiner, ME**

Project Manager responsible for managing audit of KEI's Owner's Dam Safety Program (ODSP) for submittal to Federal Energy Regulatory Commission. Audit included review of KEI's ODSP and related documents for six hydroelectric projects with high hazard potential in Maine, New York and Virginia. Evaluation of the ODSP included interviews of KEI's personnel and preparation of the audit report, which was submitted to the Atlanta Regional Engineer of FERC.

**Revised Owners Dam Safety Program
Central Rivers Power Massachusetts, MA**

Project Manager and Project Engineer responsible for revising the Owner's Dam Safety Program after assets were purchased. The revised program consisted of a complete rewrite of the document, specifically the roles and responsibilities of the new owner from management through operations staff, defining of the companies training programs, and maintenance of the Owner's Dam Safety Program.

**Spillway Stability and Rock Anchoring, Middlesex Dam
Green Mountain Power, Middlesex, VT**

Project Engineer responsible for the design of rock anchors to improve the stability of a 50-foot-high concrete gravity ogee spillway founded on bedrock to meet flood loading conditions. Performed stability analysis for all concrete gravity structures of the project as a part of a condition assessment report and provided design/construction support throughout installation of anchors.

**Stability Analyses, Lockhart Hydroelectric Project
Lockhart Power Company, Lockhart, SC**

Project Engineer responsible for stability analyses of concrete gravity canal headgate, headgate non-overflow, sandgate, sluiceway, canal spillway, canal draingate, and powerhouse spillway structures. Analysis included sensitivity analyses of required friction factor, cohesion, and post-tensioned anchors forces for each structure not meeting FERC Guidelines.

**Detailed Tainter Gate Inspection, Keystone Hydroelectric Project
Nebraska Public Power District, Ogallala, NE**

Project Engineer responsible for performing a close-up, detailed condition inspection of nine Tainter gates at the Keystone Hydroelectric Project. Limited inspection access and size of the gates required the use of rope access equipment. Generated and submitted a report summarizing the inspection and provided recommendations to the client for maintenance and repair.

Detailed Tainter Gate Inspection, Saluda Hydroelectric Project South Carolina Electric & Gas, Columbia, South Carolina

Project Manager & Engineer responsible for performing a close-up, detailed condition inspection of six Tainter gates at the Saluda Hydroelectric Project. Limited inspection access and size of the gates required the use of fall protection equipment and rope access techniques. Generated and submitted a report summarizing the inspection and provided recommendations to the client for maintenance and repair. Additionally, a table top and inspection investigation into historic pier movement for one of the internal gate piers was conducted.

Penstock Inspection, Mathis-Terrora Development Georgian Power Company, Tallulah Falls, GA

Engineer responsible for inspecting two partially buried and above ground penstocks. The inspection included a visual inspection of the interior and exterior visible portions, thickness gauge readings, and determination of voids for buried portions of the penstocks. Thickness readings were used to perform calculations based on internal and external pressures present at the site to estimate remaining service life and recommend future repairs and monitoring recommendations.

Peacham Pond Improvements, Peacham Pond Dam Green Mountain Power, Marshfield, VT

Project Manager responsible for the design of multiple repairs and upgrades to the Peacham Pond outlet works intake structure. The project consisted of site inspections, design, and construction support for the concrete tower. The project added electrical hook-up, new access walkway, low-level gate housing structure, new bubbler system, installation of a pond control weir and leaf gate, and miscellaneous concrete repairs.

Seepage Investigation and Analysis, Bartletts Ferry Project Georgia Power, Bartletts Ferry, GA

Project Manager responsible for the investigation into seepage, settlement, and abnormal piezometer readings within the main embankment adjacent to the Tainter gate spillway structure at the Project. The project consisted of a model of the structure in Civil3D, subsurface boring and piezometer installation program using sonic drilling methods, and seepage and stability analyses of the embankment and concrete retaining wall structures, respectively.

Power Canal Dam Break Analysis and Removal Design, Webster and Pembroke Dams, Eagle Creek Renewable Energy, Suncook, NH

Project Manager and Engineer responsible for developing a HEC-RAS breach model for the Webster Dam Power Canal located on the Suncook River in New Hampshire to determine the Hazard Classification. Used a LiDAR digital elevation model (DEM) to model downstream impacts within GIS. As a part of this project, a second HEC-RAS model was generated to study normal pool and flood the effects for a partial removal of a small, stone block dam located downstream of Webster Dam. Managed a team that completed construction drawing and permitting packages for the partial removal.

Penstock Inspection and Replacement Design, Lower Great Falls Dam Enel Green Power North America, Inc., Somersworth, NH

Project Engineer responsible for inspecting four sections of buried penstock at the Lower Great Falls Dam for condition. Used thickness readings obtained during inspection to perform calculations based on internal and external pressures present at the site to estimate remaining service life and recommend future repairs and replacement options and estimated costs. Based on the results of the inspection, completed multiple replacement design options, including replace in kind, slip lining, and reconfiguration to improve hydraulic efficiency, for two of the four penstocks at the site.

Previous Work Experience

Dam Safety Inspections, Multiple Dams

Maine Emergency Management Agency (MEMA), Statewide ME

Assistant State Dam Inspector. Conducted condition and hazard inspections of concrete gravity, timber crib, earth embankment, and rockfill dams, table-top Emergency Action Plan exercises, and worked with private and municipal dam owners to achieve compliance with state regulations. Completed dam breach analyses to determine flood inundation extents for hazard classification of dams using ArcGIS, WMS, HydroCAD, and HEC-RAS.

GEI Consultants

Portland, ME

Water Resources Engineer. Used ArcGIS and HEC-RAS software to model and analyze inundation zones and incremental impacts downstream of a dam breach. Created watershed models in HEC-HMS and HydroCAD for rainfall runoff and water quality analysis.

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ATTACHMENT B

2023 RATE SCHEDULE

KLEINSCHMIDT ASSOCIATES
2023 RATES (USD)

| LABOR CATEGORY | HOURLY BILLING RATE |
|--|----------------------------|
| SENIOR MANAGERS/CONSULTANTS | |
| Principal Consultant F1 | \$285.00 |
| ENGINEERS | |
| Senior Engineering Advisor E7 | \$265.00 |
| Senior Engineering Consultant E6 | \$240.00 |
| Senior Engineer E5 | \$198.00 |
| Project Engineer E4 | \$180.00 |
| Engineer E3 | \$166.00 |
| Staff Engineer E2 | \$148.00 |
| Engineer Technician E1 | \$114.00 |
| LICENSING COORDINATORS/PLANNERS | |
| Senior Regulatory/Planner Advisor L/P7 | \$265.00 |
| Senior Licensing Coordinator/Planner L/P6 | \$210.00 |
| Project Licensing Coordinator/Planner L/P5 | \$172.00 |
| Licensing Coordinator/Planner L/P4 | \$152.00 |
| Staff Licensing Coordinator/Planner L/P3 | \$130.00 |
| Associate Licensing Coordinator/Planner L/P2 | \$114.00 |
| Licensing Coordinator/Planner Technician L/P1 | \$92.00 |
| Licensing Intern L/P0 | \$72.00 |
| SCIENTISTS | |
| Senior Science Advisor S7 | \$255.00 |
| Senior Scientist S6 | \$202.00 |
| Project Scientist S5 | \$171.00 |
| Scientist S4 | \$148.00 |
| Staff Scientist S3 | \$130.00 |
| Associate Scientist S2 | \$104.00 |
| Scientist Technician S1 | \$90.00 |
| Field Technician S0 | \$68.00 |
| PROJECT AND PROGRAM MANAGEMENT | |
| Project Director | \$276.00 |
| Senior Project Manager PM2 | \$250.00 |
| Project Manager PM1 | \$210.00 |
| Senior Support Staff A7 | \$210.00 |
| Project Controller A6 | \$175.00 |
| Senior Project Coordinator or Administrator /Accountant A5 | \$141.00 |
| Project Administrator or /Accountant A4 | \$122.00 |
| Administrative Staff A3 | \$106.00 |
| Associate Administrative Staff A2 | \$92.00 |
| Office Assistant A1 | \$81.00 |
| DESIGNERS/DRAFTERS | |
| Lead Designer D5 | \$164.00 |
| Senior Designer D4 | \$148.00 |
| Designer D3 | \$130.00 |
| Senior Drafter D2 | \$114.00 |
| Drafter D1 | \$98.00 |

Effective January 1, 2023

ATTACHMENT C

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 D

STANDARD TERMS AND CONDITIONS

**KLEINSCHMIDT ASSOCIATES
(A MAINE CORPORATION)
STANDARD TERMS AND CONDITIONS**

1. **Purpose:** These Standard Terms and Conditions when combined with a Proposal are intended to form a complete Agreement between Kleinschmidt Associates (Kleinschmidt) and the Client to whom the Proposal is addressed. When Kleinschmidt's signed Proposal has been accepted by the Client, the resulting Agreement shall take the place of all other agreements and representations concerning the subject of the Proposal. This Agreement may be amended only by a writing signed by both parties. Terms and Conditions of any purchase order issued by Client shall not be part of this Agreement unless separately signed by Kleinschmidt.
2. **Payment:** In consideration for Kleinschmidt's performance of the proposed work, Client shall pay Kleinschmidt as stated in the Proposal. Client agrees to pay promptly Kleinschmidt's fees and expenses as submitted on monthly invoices. If any balance remains unpaid thirty days from the date of the invoice, Client shall pay interest on the unpaid balance at the rate of one and one-half percent per month from said thirtieth day and shall, in addition, pay Kleinschmidt's costs of collection including reasonable legal fees.
3. **Client's Duties:** At no cost to Kleinschmidt, Client shall:
 - Promptly provide to Kleinschmidt the information required by Kleinschmidt for performance of its services.
 - Provide Kleinschmidt personnel with access to the work site so that they may perform their work without interference.
 - Designate a Client's representative with authority to transmit instructions, receive information, and define Client's policies concerning this Agreement.
 - Promptly notify Kleinschmidt of any defect in Kleinschmidt's services as soon as Client becomes aware of it.
 - Prior to commencement of Kleinschmidt's work, furnish Kleinschmidt with any special design or construction standards, which Client may require Kleinschmidt to follow.
4. **Kleinschmidt's Liability:** Kleinschmidt's services will be performed with that degree of reasonable care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
 - The total liability by Kleinschmidt and its agents for all claims relating to the work outlined in the Proposal shall not exceed the compensation received by Kleinschmidt or \$50,000, whichever is greater.
 - Kleinschmidt shall not be liable for any losses resulting from deficiencies in its services if those deficiencies arise from a cause beyond Kleinschmidt's reasonable control.
5. **Betterment:** If Kleinschmidt omits a required element of the project, Kleinschmidt shall not be responsible for paying the cost to add such item to the extent that it would have been necessary to the project or otherwise adds value or betterment. Kleinschmidt will not be responsible for any added cost or expense that provides betterment, upgrade or enhancement of the project.
6. **Shop Drawing Review:** When authorized by Client, Kleinschmidt shall review contractor submittals, such as shop drawings, product descriptions, samples, and other data, but only for determining that it conforms to the design concept and that it appears consistent with the contract documents. This shall not include checking the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction methods, coordination of the work with other trades, or construction safety issues, all of which are the sole responsibility of the Contractor.

Kleinschmidt's review shall be conducted with reasonable promptness while allowing sufficient time to permit a review that is adequate in Kleinschmidt's judgment. Review of a specific item does not mean that Kleinschmidt has reviewed the entire assembly of which the item is a part.

Kleinschmidt shall not be responsible for any deviation from the contract documents unless the deviation is brought specifically to Kleinschmidt's attention by the Contractor in writing. Kleinschmidt shall not be required to review partial submissions or those for which correlated items have not been received.

7. **Ownership of Documents:** Any drawings, specifications, or reports prepared by Kleinschmidt under this Agreement shall be the property of Client; however, Kleinschmidt shall have the unlimited right to use such drawings, specifications, and reports and the intellectual property therein. Client's use of such drawings, specifications, and reports shall be limited to the project or purpose for which they were prepared. Any use other than that purpose will be at Client's sole risk and without liability to Kleinschmidt and Client shall indemnify and hold harmless Kleinschmidt from all claims, damages, losses, and expenses resulting therefrom.
8. **Opinions of Probable Cost:** Opinions of Probable Cost prepared by Kleinschmidt are merely expressions of Kleinschmidt's judgment based on its experience as a design professional familiar with the industry. Kleinschmidt has no control over market prices, construction methods, or competitive conditions and therefore cannot represent that actual bids or negotiated prices will not vary from Kleinschmidt's Opinions of Probable Cost.
9. **Patents:** Kleinschmidt's work under this Agreement shall not include patent or copyright searches; and Kleinschmidt assumes no responsibility for any patent or copyright searches; and Kleinschmidt assumes no responsibility for any patent or copyright infringement that may arise from its work. Kleinschmidt makes no representation that anything made, used, or sold in connection with its services will be free from such infringement.
10. **Termination or Suspension:** Either party may terminate this Agreement upon reasonable notice to the other. Kleinschmidt shall be paid for the services provided and expenses incurred through the date of termination.

If the Agreement is terminated by the Client without breach by Kleinschmidt or if Kleinschmidt terminates for Client's breach, Kleinschmidt shall also be paid its reasonable and necessary termination costs which may include layoff and demobilization expenses as well as costs of terminating contracts, leases, and other obligations incurred by Kleinschmidt in reliance upon this Agreement. If Client suspends the work, Kleinschmidt shall be reimbursed by Client for such added fees and costs which arise from the suspension and remobilization.

Kleinschmidt shall not be liable to Client for losses resulting from Kleinschmidt's termination or suspension caused by Client's non-payment or other material breach of this Agreement.

11. **Assignment:** Neither party shall assign its rights, interests, or obligations under this Agreement without prior written consent from the other party; but such consent shall not unreasonably be withheld.
12. **No Waiver:** The failure of either party to enforce a provision of this Agreement shall not prevent that party from later enforcing it or from pursuing the remedies that may be available for breach of the provision.
13. **Indemnification:** Within its limit of liability Kleinschmidt shall indemnify and hold harmless the Client and its agents from any and all claims and losses caused solely by the negligent acts or omissions of Kleinschmidt or its agents in the performance of services under this Agreement.

Client shall indemnify and hold harmless Kleinschmidt and its agents from any and all claims and losses caused solely by the negligent acts or omissions of Client or its agents with respect to this Agreement.

14. **Governing Law:** This Agreement shall be governed by the laws of the State of Maine, provided that nothing contained in the Agreement shall be interpreted in such a way as to render the Agreement unenforceable under any law of the United States or the law of the place in which the Client is located.
15. **Time for Acceptance:** Kleinschmidt's proposal shall remain firm for no longer than 60 days unless another period is specified in the proposal or the time is specifically extended by Kleinschmidt.

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