



STATE OF GEORGIA  
RICHMOND COUNTY

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

CONSULTANT: Ardurra Group, Inc.

PROJECT: Water and Wastewater Systems Master Plan Update

DATE EXECUTED:

DATE COMPLETED:



STATE OF GEORGIA  
RICHMOND COUNTY

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

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

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

and,

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

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



## **GENERAL PROVISIONS**

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

### **CONSULTANT COORDINATION**

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

### **AMENDMENTS TO AGREEMENT**

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

### **REDUCTION IN REQUIRED SERVICES**

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

### **DATE CHANGES**

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

### **AGREEMENT MODIFICATIONS**

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

### **TIME OF COMPLETION**

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



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

## **PROJECT PROGRESS**

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

## **LITIGATION**

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

## **BINDINGS**

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

## **EXTENT OF THE AGREEMENT**

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



## **DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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



## **CONTRACT DOCUMENTS**

### **List of Documents**

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

### **Conflict and Precedence**

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

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



## GENERAL CONDITIONS

### 1. COMMENCEMENT OF WORK

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

### 2. PROFESSIONAL STANDARDS

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

### 3. CHANGES AND EXTRA WORK

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

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

### 4. PERSONNEL

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

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

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



5. ACCURACY OF WORK

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

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

6. CONFIDENTIALITY

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

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

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

7. OPEN RECORDS

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

8. JURISDICTION

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

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





9. TERMINATION OF AGREEMENT FOR CAUSE

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

10. TERMINATION FOR CONVENIENCE OF THE CITY

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

11. COORDINATION AND COOPERATION WITH OTHER UTILITIES AND CONSULTANTS

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

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

12. COVENANT AGAINST CONTINGENT FEES

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



### 13. RESPONSIBILITY FOR CLAIMS AND LIABILITY

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

### 14. INSURANCE

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

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

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

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

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

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



15. PROHIBITED INTERESTS

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

16. SUBCONTRACTING

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

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

17. ASSIGNABILITY

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

18. EQUAL EMPLOYMENT OPPORTUNITY

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

19. DRUG FREE WORK PLACE

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



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

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

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

## 20. ANTI-KICKBACK CLAUSE

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

## 21. AUDITS AND INSPECTORS

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

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

## 22. OWNERSHIP, PUBLICATION, REPRODUCTION AND USE

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

## 23. VERBAL AGREEMENT OR CONVERSATION

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



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

24. INDEPENDENT CONTRACTOR

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

25. NOTICES

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

**CITY:**  
ADMINISTRATOR  
AUGUSTA, GEORGIA  
530 Greene Street  
Augusta, GA 30911

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

**Copy to:**  
DIRECTOR  
AUGUSTA UTILITIES DEPARTMENT  
452 Walker Street; Suite 200  
Augusta, GA 30901

26. TEMPORARY SUSPENSION OR DELAY OF PERFORMANCE OF CONTRACT

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

27. DEFECTIVE PRICING

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

28. SPECIFIED EXCUSES FOR DELAY OR NON-PERFORMANCE

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

29. HOLD HARMLESS



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

30. GEORGIA PROMPT PAY ACT NOT APPLICABLE

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

31. RIGHT TO INSPECT PREMISES

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

32. E-VERIFY

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

33. LOCAL SMALL BUSINESS LANGUAGE

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



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

#### 34. ACKNOWLEDGEMENT

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

**[SIGNATURES ON FOLLOWING PAGE]**



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

**CITY:**

**AUGUSTA, GEORGIA (CITY)**

BY: \_\_\_\_\_

PRINTED NAME: Garnett Johnson

AS ITS: **MAYOR**

**CONSULTANT:**

**Ardurra Group, Inc.**

BY: Joseph G. Crews

PRINTED NAME Joseph G. Crews

AS ITS: Southeast Water Practice Director

**ATTEST CLERK:**

\_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

AS ITS: **Clerk of Commission**

DATE: \_\_\_\_\_

**ATTEST:**

Jeffrey L. Duplantis

PRINTED NAME Jeffrey L Duplantis

AS ITS: Client Service Manager

DATE: 4/3/23

Copy To:

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





## **CONSULTANT'S RESPONSIBILITIES**

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

### **PROJECT UNDERSTANDING**

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

### **REVIEW OF WORK**

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

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

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

### **CONSULTANT'S INSURANCE**

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



## **CITY'S RESPONSIBILITIES**

### **CITY-FURNISHED DATA**

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

### **RIGHT TO ENTER**

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

### **ADVERTISEMENTS, PERMITS, AND ACCESS**

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

### **TIMELY REVIEW**

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

### **PROMPT NOTICE**

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

### **CITY'S INSURANCE**

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

### **LITIGATION ASSISTANCE**

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



## ATTACHMENT A – SCOPE OF SERVICES

### Article A. Purpose

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

### Article B. Scope of Services

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

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

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



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

### **Work Task 1 – Collect and Review Existing Information and Data**

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

#### **1.1 Existing Water and Wastewater Facility and Systems Data**

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

#### **1.2 Local, State, and Federal Regulation Information**

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

#### **1.3 Review and Summarize Data and Information**

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

#### **1.4 Additional Data and Information Collection**

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

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

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



## **2.1 Population Projections**

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

## **2.2 Service Area Expansion Plan**

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

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

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

### **3.1 Water Demand Projections**

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

### **3.2 Wastewater Flow Projections**

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

## **Work Task 4 – Update Water and Wastewater Systems Regulatory Review**

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



#### **4.1. Water System Regulatory Review**

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

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

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

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

#### **4.2. Existing Water System Facility Regulatory Review**

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

#### **4.3. Water System Regulatory Compliance Assessment of Needs**

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

#### **4.4. Wastewater System Regulatory Review**

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



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

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

#### **4.5. Existing Wastewater System Facility Regulatory Review Update**

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

#### **4.6. Wastewater System Regulatory Compliance Assessment of Needs**

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

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

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

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



## **Work Task 6 – Update Water Systems Evaluation**

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

### **6.1 Water Distribution System Evaluation**

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

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

### **6.2 Water Supply System Evaluation**

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

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





### **6.3 Water Treatment System Evaluation**

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

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

### **6.4 Water System Storage Capacity Evaluation**

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

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

## **Work Task 7 - Wastewater Systems Evaluation**

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

### **7.1 Wastewater Pumping and Transmission System Evaluation**

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

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



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

### **7.2 Update the Wastewater Collection System Evaluation**

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

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



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

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

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

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

### **Work Task 8 - Fort Gordon Water and Wastewater Systems Evaluation**

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

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

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

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

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



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

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

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

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

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

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

### **Work Task 13 - Workshops, Meetings, and Presentations**

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

#### **13.1 Initial Workshop**



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

### **13.2 Additional Workshops and Meetings**

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

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



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

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

### **14.1 Draft Master Plan Report**

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

### **14.2 Final Master Plan Report**

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

## **Additional Scope Items**

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

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



## ATTACHMENT B - COMPENSATION

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

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

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

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

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



## ATTACHMENT C - LISTING OF KEY PERSONNEL

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

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





## ATTACHMENT D - SCHEDULE FOR PERFORMANCE

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

Authorization to Proceed  
Termination of Services

March 1, 2023  
November 1, 2023



## CONSULTANT SERVICES

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

### Prior to Authorization To Proceed:

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

### Prior to submitting 30% review documents:

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

### Throughout project:

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



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

**Upon completion of design:**

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

**AUGUSTA UTILITIES DEPARTMENT**

**CONSULTANT**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

PRINTED NAME: Jeffrey L Duplantis

TITLE: DIRECTOR

TITLE: Client Service Manager

DATE: \_\_\_\_\_

DATE: 4/03/23



**ADDITIONAL SERVICES:**

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

**NOTE:**

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