



## UTILITIES DEPARTMENT

Wes Byne, P.E.  
Director

Chad Hendrix, P.E.  
Assistant Director

**TO:** Andy Penick, Director  
Procurement Department

**THROUGH:** Wes Byne, P.E., Director  
Utilities Department

**FROM:** Mitchell O'Neal, P.E., Engineering Manager  
Utilities Department

**Cc:** Chad Hendrix, P.E., Assistant Director - Engineering & Construction  
Augusta Utilities Department

**DATE:** November 17, 2025

**SUBJECT:** Highland Avenue Water Treatment Plant East Filter Building Roof Replacement  
Professional Services Justification

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It is the Augusta Utilities Departments request that Ardurra Group, Inc. be approved to provide professional services for structural repair and roof replacement to the Highland Avenue Water Treatment Plant's East Filter Building.

This work is required to provide engineering design, bid phase, and construction administration services for the structural repairs needed to the building following recommendations made by Ardurra Group, Inc. during their structural condition assessment performed and reported to AUD in June 2025.

The attached proposal outlines the contractor's services, and AUD has determined that the associated costs are fair and reasonable.

It should be noted that the emergency shoring of the building by Chaplin & Sons has recently been performed as a temporary safety measure to allow AUD time to address the structural deficiencies at the East Filter Building with the understanding that subsequent development, bidding, and implementation of these needed construction plans may be performed.

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



STATE OF GEORGIA  
RICHMOND COUNTY

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

CONSULTANT: Ardurra Group, Inc.  
PROJECT: Roof Replacement Highland Avenue WTP East Filter Building  
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 \_\_\_\_\_, 2025 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:

Roof Replacement Highland Avenue WTP East Filter Building

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

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## **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]**

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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: 

PRINTED NAME Joseph E. Downey, Jr.

AS ITS: South Region Growth Director

**ATTEST CLERK:**

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

AS ITS: **Clerk of Commission**

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

**ATTEST:**



PRINTED NAME Jeffrey L Duplantis

AS ITS: Client Services Manager

DATE: 9/29/25

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 associated with the Roof Replacement Highland Avenue WTP East Filter Building project (PROJECT) for the City of Augusta, GA (CITY). The PROJECT generally includes the design of the following facility and infrastructure improvements:

- Roof Replacement Highland Avenue WTP East Filter Building

The activities that are included are described in Article B. Scope of Services.

### Article B. Scope of Services

The CONSULTANT agrees to provide general professional engineering and technical services for the PROJECT as presented below:

#### Project A – Highland Avenue Water Treatment Plant East Filter Building Roof Replacement

##### Task No. 1 – Project Management

Project Management will include the following subtasks:

#### 1.1 Project Monitoring

CONSULTANT will provide management services to continually monitor the project to ensure that staff is properly utilized, schedule milestones are met, and design coordination is occurring as appropriate.

##### 1.1.a Scheduling

CONSULTANT will establish a project schedule based on major tasks and will update the schedule monthly or as necessary.

##### 1.1.b Coordination with Others

This subtask includes coordination with others performing work at the identified facilities through meetings with the CITY.

##### 1.1.c Monthly Status Reports

CONSULTANT will provide monthly status reports with invoices, describing work performed on each task and estimated progress.

#### 1.2 Coordination Meetings

CONSULTANT will participate in project status and design review meetings as follows:

1. Kick-off meeting
2. 30% Preliminary Design Review Meeting
3. 90 % Design Review Meeting



The kick-off meeting with the CITY is intended to inform CONSULTANT on CITY preferences. The information gathered will be documented in a meeting summary. The kick-off meeting will also be used to establish procedures, discuss standards, schedules, and project guidelines, and to discuss the following:

- Development of the preliminary design
- Review of project specific technical issues
- Discussion of alternative solutions to be evaluated

Participants in the status and design review meetings will include CONSULTANT's PM, design supervisors as required, and CITY staff as required. For each meeting, CONSULTANT will prepare an agenda prior to the meeting, prepare and present information to be discussed, and produce and distribute a meeting summary after the meeting. Meetings will be in person and include representatives from CONSULTANT and the CITY who are deemed necessary based upon the agenda. Other attendees may join via conference call as agreed upon.

After the preliminary design review, all major design decisions will be agreed upon by all parties and documented in meeting minutes. CONSULTANT will rely on those decisions to complete remaining phases of the design, and any changes after that will be considered a change in the scope of work which could impact CONSULTANT's level of effort, fees, and schedule.

### **1.3 Quality Assurance Oversight**

CONSULTANT will designate a QA/QC team comprised of skilled engineers and select industry experts who will ensure the quality of deliverables throughout the duration of the project. CONSULTANT will incorporate the QA/QC team's comments into the 30% submittal prior to transmittal to the CITY. CONSULTANT will also provide sets of the construction drawings after 60% and 90% design for review by the QA/QC team and discuss their comments to resolve any issues which they identify.

## **Task No. 2 - Engineering Design**

The specific Engineering Design Services that CONSULTANT agrees to furnish to the CITY for the PROJECT are described below.

### **2.1 Meetings**

CONSULTANT shall attend meetings as may be reasonably necessary, and as requested by the CITY, and provide general engineering assistance, consultation, and opinions regarding the PROJECT.

### **2.2 Design Scope Work Tasks**

The CONSULTANT shall perform engineering design services necessary to construct the improvements identified in the Evaluation Phase for the PROJECT. The conceptual, preliminary, and final design services will be developed to construct the components of the PROJECT as described below.

The specific scope of services that CONSULTANT shall provide in this work task is outlined below:



## **2.3 Conceptual Design**

CONSULTANT will perform conceptual engineering design (30%) for PROJECT based on the recommended project scope. 30% procurement documents will be prepared for the CITY to facilitate the purchase of specific equipment. It is understood the CITY will be constructing the recommended improvements by soliciting and contracting a licensed contractor using contract documents developed by the CONSULTANT.

CONSULTANT will evaluate other roofing system options that may be suitable or provide more durability for the CITY'S consideration.

CONSULTANT will evaluate the existing steel framework to determine adequacy of the materials in accordance with the following:

- Remove a small section of the existing steel roof beam flange, approximately 2 inches by 6 inches, to determine the material type and strength of the structural steel. Samples will be collected from each of the three (3) building phases.
- All testing will be conducted by an independent accredited materials testing laboratory. The resulting data will be used to evaluate the adequacy of the existing steel members and verify compliance with current building code requirements.

CONSULTANT shall schedule and conduct a Kick-off design meeting and field review with the CITY, including schematic site/civil and mechanical layout plan and anticipated power requirements.

The intent of this engineering phase is to finalize general constructability preferences in conjunction with the CITY'S operation requirements to ensure a final design that is satisfactory to the CITY.

## **2.4 60% Engineering Design**

The objective of these tasks is to produce construction documents (plans and specifications) ready for bidding for the identified facilities based on the agreed upon preliminary design. The design will be carried out in close cooperation with the CITY and will include the following deliverables:

### **2.4.1 Drawings**

The construction drawings will represent the level of effort for various engineering disciplines prepared at this point in the project, which may not all be the same. Detail sheets for each discipline will be prepared and ready for use on the specific drawings; however, the details will not be referenced on the drawings. The design will be done using CONSULTANT'S standard drawing format, means of presenting drawing information details, symbols, etc.

### **2.4.2 Specifications**

CONSULTANT will provide a draft set of Standard Specifications to describe project components. Also, the specifications will consist of the specification outline of contract provisions and technical specifications, with draft specifications for major equipment. Specifications will be prepared using CONSULTANT'S standard format.



### **2.4.3 60% Quantity Take-off**

CONSULTANT will prepare quantity take-offs as part of the 60% level of effort. The extent of the takeoffs will be commensurate with the level of completion of the 60% documents.

CONSULTANT will prepare an electronic (PDF format) version of the 60% Design deliverable for submission to the CITY for review. CITY shall review and provide comments to CONSULTANT within two weeks of submission. Upon acceptance of the 60% Design by the CITY, CONSULTANT will begin 90% Design. Information contained in the accepted 60% Design will serve as basis for completion of the remaining phases.

## **2.5 90% Engineering Design**

### **2.5.1 90% Drawings**

The construction drawings will represent the level of effort prepared at this point in the project. The construction drawings are generally complete except for some miscellaneous notes for clarification and reference to some final details. One or two design elements may need refining to further clarify the design. The drawings have the “appearance” that they are completed. They have been through QA/QC, internal discipline, and inter-discipline review, and are ready for the CITY staff review, and agency/regulatory review.

### **2.5.2 90% Specifications**

The construction specifications are generally complete at this stage, including the bid proposal, sequence of construction description, bid documents, and the technical specifications. CONSULTANT will update the Standard Specifications. Specifications will be prepared using CONSULTANT’s standard format.

### **2.5.3 90% Quantity Take-offs**

CONSULTANT will update the quantity take-offs provided under Subtask 2.6. The extent of the takeoffs will be commensurate with the level of completion of the 90% documents.

## **2.6 Final Engineering Design**

### **2.6.1 100% Drawings**

CONSULTANT will finalize the construction drawings based on comments from the QA/QC review and 90% CITY review. The drawings will be ready to print and bid at this completion level.

### **2.6.2 100% Specifications**

CONSULTANT will finalize the Specifications based on comments from the QA/QC review and 90% CITY review. The specifications will be ready to print and bid at this completion level.

## **Task No. 3 - Bid Phase Services**

CONSULTANT will support all phases of this project, including bid phase services through Augusta Procurement. The CONSULTANT shall assist the CITY with bidding services for the water main. The services shall be as follows:



- a. CONSULTANT will deliver bid documents, including plans and technical specifications, on a jump drive in PDF format. CITY will assemble and distribute bidding documents to contractors and will assemble contract documents for execution.
- b. Assist the CITY with coordination and attend one (1) pre-bid meeting. CONSULTANT shall compile and answer written questions regarding the project.
- c. CONSULTANT to address written RFI's from official plan holders. CONSULTANT to provide written answers to CITY for distribution to official plan holders. For the purposes of scope, it is anticipated that the CONSULTANT will answer two (2) sets of questions, submitted by the CONTRACTOR to the CITY.
- d. CONSULTANT to prepare up to two (2) Addenda.
- e. CONSULTANT to attend one (1) bid opening.
- f. CONSULTANT shall attend CITY'S bid opening event, prepare a certified tabulation of bids, evaluate bidder's qualifications and recommend award of the Contract for construction.
- g. CONSULTANT shall coordinate with CITY to execute the construction contract and provide CITY with conformed contract documents at the time of award.

#### **Task No. 4 – Construction Administration Services**

The CONSULTANT shall coordinate and oversee project activity on a regular basis related to all administrative and technical aspects of the project. In particular, the CONSULTANT will supervise, and direct staff related to technical components of the project. The CONSULTANT will perform the following construction administration services throughout the construction period.

- a. The CONSULTANT shall provide project tracking as follows:
  - 1) The CONSULTANT shall prepare monthly invoices for its services in format acceptable to the CITY.
  - 2) The CONSULTANT shall maintain a project cost accounting system throughout the life of the project.
- b. The CONSULTANT shall act as initial interpreter of the requirements of the Contract Documents, judge the acceptability of the Work and make decisions on all claims of CITY and Contractor relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work.
- c. Meet with representatives of the CITY, the CONSULTANT, regulatory authorities, and other appropriate parties when requested for consultation or conference about the construction activities of the project.
- d. Organize and facilitate one (1) Pre-Construction Conference and record minutes for distribution to all attendees, including the CITY, and the Contractor.
- e. Pre-construction Conference will be held in person at the CITY's facilities or virtually via a platform acceptable to the CITY. Shall the CITY elect to conduct the pre-construction





conference remotely, the CONSULTANT shall host platform for a virtual video conference for the meeting.

- f. Organize and facilitate monthly construction progress meetings. Record minutes and distribute via a platform acceptable to the CITY. Shall the CITY elect to conduct the monthly progress meetings remotely, the CONSULTANT shall host platform for a virtual video conference for the meeting.
- g. Review shop drawings, diagrams, illustrations, catalog data, schedules and samples, the results of tests and inspections, and other data. The CONSULTANT shall review these data for general conformance with the design concept of the project and for general compliance with the information given in the Contract Documents. Such review is not intended as an approval of the submittals if they deviate from the Contract Documents or contain errors, omissions, and inconsistencies, nor is it intended to relieve the Contractor of their full responsibility for Contract performance, nor is the review intended to ensure or guarantee lack of inconsistencies, errors, or omissions between the submittals and the Contract requirements.
- h. Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's Work, including responding to Contractor's Requests for Information (RFIs) and issuing Field Orders. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. For the purposes of the fee associated with this task, the preparation of ten (10) RFIs are included.
- i. Make recommendations to the CITY concerning the disapproval or rejection of Contractor's Work while it is in progress if the CONSULTANT believes that such Work does not produce a completed project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the project as reflected in the Contract Documents. The CONSULTANT shall have access to the Work at all times whenever it is in preparation or progress.
- j. The CONSULTANT shall recommend Change Orders and Work Change Directives to CITY as appropriate, and the CONSULTANT shall prepare Change Orders and Work Change Directives as required. The CONSULTANT shall not issue such Change Orders and Work Change Directives until the CITY has approved and accepted Contractors cost and schedule change proposal to implement such Change Orders and Work Change Directives. The CONSULTANT has budgeted for preparation and processing of up to six (6) such Change Orders/Work Change Directive, beyond the summary/closeout Change Order mentioned elsewhere herein.
- k. Receive, review, and recommend for approval, Contractor's payment requests.
- l. Based on CONSULTANTS on site observations and on review of applications for payment, determine the amounts owing the Contractor and recommend in writing to CITY payment to CONTRACTOR in such amounts.
- m. Make a final review and inspection of the construction to determine, in general, if the work has been completed in conformance with the intent of the Contract Documents.



- n. Assist the CITY in checking and starting installed equipment.
- o. Prepare as-built drawings and deliver same within a reasonable time to the CITY.

#### **Task No. 5 – Construction Observation Services**

The CONSULTANT shall assign a Resident Project Representative (RPR) to the project to provide full-time construction observation services during the construction period. Observation services can be provided beyond the designated construction period, if requested, as an additional service. The representative will call to the attention the Contractor's deficient work noted in the field and, through the assistance of the Project Manager, interpret the contract documents when questions arise. Construction Observation includes labor plus expenses for the Construction Observer and is inclusive of all necessary onsite meetings (partial approvals, progress meetings, job conferences, etc.). Observation services can be provided beyond this specified time, if requested, as an additional service. The CONSULTANT will provide general consultation as may be necessary to achieve successful construction for the duration of the project. The duties and responsibilities of the RPR are as follows:

- a. RPR is the CONSULTANT's agent at the Site, will act as directed by and under the supervision of the CONSULTANT, and will confer with the CONSULTANT regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall, in general, be with CONSULTANT and Contractor, keeping CITY advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of the Contractor. RPR shall generally communicate with CITY with the knowledge of and under the direction of the CONSULTANT;
- b. Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by the Contractor and consult with the CONSULTANT concerning acceptability;
- c. Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings, and prepare and circulate copies of minutes thereof;
- d. Serve as the CONSULTANT's liaison with the Contractor;
- e. Assist the CONSULTANT in serving as CITY's liaison with the Contractor when the Contractor's operations affect CITY's On-Site operations;
- f. Report to the CONSULTANT when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by the CONSULTANT;
- g. Conduct on-site observations of the Contractor's work in progress to assist the CONSULTANT in determining if the Work is in the general proceeding in accordance with the Contract Documents
- h. Report to the CONSULTANT whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does



not meet the requirements of any inspection, test or approval required to be made; and advise the CONSULTANT of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval

- i. Consult with the CONSULTANT in advance of scheduled major inspections, tests, and systems startups of important phases of the Work
- j. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate CITY's personnel, and that the Contractor maintains adequate records thereof. Prepare a daily report or keep a diary or log book, recording the Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the CONSULTANT
- k. Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to the CONSULTANT, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work
- l. Participate in a Substantial Completion (pre-final) inspection, and assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected
- m. Observe Contractor-arranged inspections required by Laws and Regulations applicable to the Work, including but not limited to those performed by public agencies having jurisdiction over the Work
- n. Participate in a final inspection in the company of the CONSULTANT, CITY, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied
- o. Observe whether all items on the final list have been completed or corrected and make recommendations to the CONSULTANT concerning acceptance and issuance of the Notice of Acceptability of the Work.

#### **Task No. 6 – Closeout Phase**

Final closeout documents will be provided to the Contractor and the CITY. The CONSULTANT shall support and coordinate the closeout documentation with the CITY. It is assumed this documentation includes Record Drawings, Test Reports, Monthly Observation Summary Reports, Approved Shop Drawings, Release of Liens, Consent of Surety, Final Change Order, Final Reimbursement Request, Certification of Completion, O&M Manuals, and the Engineer's Certification.

- a. CONSULTANT will prepare and issue the Record Drawings based on the as-built information provided by the Contractor. The Contractor is responsible for submitting accurate as-built drawings that reflect the actual conditions of the completed work.



- 1) The Contractor shall submit complete and accurate as-built drawings, which reflect all changes, variations, or deviations from the original design documents.
- 2) As-built drawings shall include detailed information about the final installed conditions, including any modifications, substitutions, or changes to the scope of work.
- 3) CONSULTANT will review the as-built drawings provided by the Contractor to verify their accuracy and completeness. This includes comparing the submitted as-builts to the original design documents and any approved change orders or field modifications.
- 4) Based on the verified as-built drawings from the Contractor, CONSULTANT will prepare and issue the final Record Drawings. These drawings will reflect the actual conditions of the completed project.

Assumptions:

- 1) The accuracy and completeness of the Record Drawings are dependent on the quality of the as-built information provided by the Contractor.
  - 2) Any discrepancies or missing information in the Contractor's as-built submissions may result in additional effort by CONSULTANT to finalize the Record Drawings.
- b. Debrief with the CITY and the CONSULTANT's field representative to determine if the completed Work is acceptable to the CITY so that the CONSULTANT may recommend, in writing, final payment to Contractor and may give written notice to CITY and Contractor that the Work is acceptable. Accompanying the recommendation for final payment, the CONSULTANT shall indicate that the Work is acceptable and in conformance with the Contract Documents to the best of the CONSULTANT's knowledge, information and belief and based on the extent of the services performed and furnished by the CONSULTANT to the CITY. After determining that the completed Work is acceptable, the CONSULTANT shall issue a written Notice of Acceptance to the Contractor. Notice of Acceptance shall establish the completion date.
  - c. Receive, review, and recommend for approval, the Contractor's final payment request. Prepare a final adjusting Change Order to be signed by the Contractor and submitted to the CITY with the final pay request.
  - d. Following construction and acceptance, but prior to operation, the CONSULTANT shall prepare and submit to the CITY the completed Engineering Certification form with supporting documents along with a request to operate. The CONSULTANT has budgeted for the preparation and submittal of one (1) final certification package.
  - e. The CONSULTANT will provide one (1) digital copy PDF of Record Drawings and contractor as-builts.



## 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 a lump sum percent complete or cost plus basis.

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.



Fee Schedule for Water Treatment Plants and Water Distribution System Improvements		
Project Phases	Unit	Unit Cost
PROJECT A - Highland Avenue Water Treatment Plant East Filter Building Roof Replacement		
Task 1 - Project Management	Lump Sum	\$25,000
Task 2 – Engineering Design	Lump Sum	\$335,000
Task 3 – Bid Phase Services	Lump Sum	\$15,000
Task 4 - Construction Administration Services	Cost Plus	\$95,000
Task 5 - Construction Observation Services	Cost Plus	\$100,000
Task 6 – Closeout Phase	Cost Plus	\$20,000
Other Direct Costs		\$5,000
<b>TOTAL</b>		<b>\$595,000</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	Principal/Project Manager	
Trey Wingate, PE	QA/QC	Water and Wastewater
Mark Weiss, PE	Structural Project Manager	Structural
Josh Blake, PE	Structural Project Engineer	Structural
Donald Phillips, PE	Project Engineer	Water and Wastewater
Agata Ristow, PE	Project Engineer	Electrical
Chad Morris	Project Engineer	I&C
Jeff Henderson	Inspector	Water and Wastewater
Calvin Herron	Surveyor / CAD	
Theresa Cutright	Administrative Assistant	



## ATTACHMENT D - SCHEDULE FOR PERFORMANCE

The CONSULTANT shall begin work immediately after the Agreement is executed. The schedule for the PROJECT within this Consultant Services Agreement is as follows:

TASK	SCHEDULE
<b>PROJECT A - Highland Avenue Water Treatment Plant East Filter Building Roof Replacement</b>	
Engineering Design	120 days from NTP
Bid Phase Services	90 days from Advertisement
Services During Construction	270 days
Project Closeout	45 days

The CONSULTANT acknowledges the project's objective of completing 100% Design documents according to the schedule from NTP. However, it is important to note that the CITY understands and accepts that the CONSULTANT has no control over the CITY's review process, other agency permitting processes. As such, CONSULTANT cannot guarantee the exact timing of reviews, permit issuance, or approvals. Delays due to regulatory processes and/or required design data are beyond the CONSULTANT's control.





## 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: Jeffrey L Duplantis

TITLE: Client Services Manager

DATE: 10/27/25



### **ADDITIONAL SERVICES:**

The following services are not included as part of this scope of services and would be performed only as authorized by the CITY. Authorization to proceed would be in the form of a revision to this scope of 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 CONSULTANT) will be the responsibility of the CONSULTANT. Other revisions required by the CITY, DOT, or other government agency at their request will be considered an additional service.
3. Permit fees, submittal and/or re-submittal fees.
4. Public meeting attendance.
5. NPDES general construction permit storm water monitoring.
6. Funding pursuit, application or administration services.
7. Provide additional services in connection with the rejection of bids and re-bidding of construction projects when such actions are for causes beyond CONSULTANT's control.
8. Services in connection with change orders to reflect changes requested by CITY, evaluating substitutions proposed by Contractor(s) after award, and services resulting from material, equipment or energy shortages.
9. Provide services that are outside the General Services During Construction for additional work resulting from prolonged delinquency; or as a result of damage to the construction of the project caused by fire, flood, earthquake, or other acts of God, all exclusive of additional work resulting from litigation.
10. Prepare an Operations and Maintenance (O&M) Manual for the project to assist the CITY.
11. Modifications to existing buildings to provide handicap accessibility or otherwise meet ADA compliance
12. Landscape architecture and lawn irrigation
13. Geotechnical engineering services
14. Should additional non-destructive testing be required to determine the physical condition of specific assets, CONSULTANT will provide recommendations and additional costs for such tests.
15. Other Services not described above, as approved by the CITY.
- 16.

### **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.