



Engineering Services Committee
Meeting

Commission Chamber- 2/13/2012- 1:00 PM

ENGINEERING SERVICES

1. Approve an agreement with the Southeastern Natural Sciences Academy to manage public access and educational activities related to the constructed wetland treatment system at the James B Messerly Water Pollution Control Plant. ☐ [Attachments](#)
2. Approve Amendment No. 2 to Agreement with ESG Operations, Inc. to establish the final budget amount for 2012 at \$5,529,132.00. ☐ [Attachments](#)
3. Approve a contract with Atlantic Coast Consulting for environmental compliance, environmental testing, engineering, and consulting for Augusta's Environmental Services Department in an amount budgeted annually. For 2012 it was budgeted at \$850,000. ☐ [Attachments](#)
4. Motion to approve an Option for the purposes of acquiring a Right-of-Way between Laverne M. Dorne, LLC, as owners, and Augusta, Georgia, as optionee, in connection with the East Augusta Roadway and Drainage Improvement Project, 0.59 acre (25,814 sq. ft.) in fee simple and (N/A sq. ft.) of permanent drainage and utility easement, more or less; and (N/A sq. ft.) of temporary construction easement from property located at: 540 Aiken Street, private, at the purchase price of \$7,228.00. ☐ [Attachments](#)
5. Approve Capital Project Budget 324-041110-201824333 and Supplemental Agreement Number Three to Cranston Engineering Group, PC, in the amount of \$86,790.00 to provide Interchange Modification Report (IMR), as required by FHWA, for the Wrightsboro Road Widening, Phase I project. Funding is available in the project engineering account for the Engineering Department. ☐ [Attachments](#)



Engineering Services Committee Meeting

2/13/2012 1:00 PM

Agreement with the Southeastern Natural Sciences Academy to manage public access and educational activities.

Department: Utilities

Caption: Approve an agreement with the Southeastern Natural Sciences Academy to manage public access and educational activities related to the constructed wetland treatment system at the James B Messerly Water Pollution Control Plant.

Background: One of the unique features of Augusta's wastewater treatment system is the 400 acre constructed wetland adjacent to the James B. Messerly Water Pollution Control Plant. This system is an integral part of the Phinizy Swamp Nature Park. The many students and other visitors to the nature park present an excellent opportunity to educate the public about issues related to water quality, wastewater treatment and watershed protection. We have previously developed both a Source Water Protection Plan and a Watershed Protection Plan as part of our operating permit requirements. These programs are currently in the process of being updated. Both of these programs include a commitment to provide public education regarding watershed issues. We have requested a proposal from the Southeastern Natural Sciences Academy to manage public access and educational activities associated with the constructed wetland system. The Academy offices are located in the Nature Park.

Analysis: Providing these services to Augusta fits very well with the mission of the Academy while allowing us to meet some of our commitments for public education. The attached proposed agreement outlines the tasks that will be performed by the Academy. The cost of the proposed agreement is \$2,500.00 per month for a total of \$30,000.00 per year. We believe this to be a reasonable fee for the services provided. Since this needs to be an ongoing commitment we believe that this agreement should be approved and authorized for annual renewal for an additional three years unless the cost increases above the approved annual amount.

Financial Impact: \$30,000.00 per year

Cover Memo

Item # 1

Alternatives: 1) Approve the agreement as presented and take advantage of the opportunity for public education. 2) Disapprove the agreement.

Recommendation: We recommend approving the agreement at a cost of \$30,000.00 per year and authorizing the annual renewal of the agreement for three additional years unless the cost increases above the approved annual amount.

**Funds are Available
in the Following
Accounts:** 506043310/5212999

REVIEWED AND APPROVED BY:

**Finance.
Procurement.
Law.
Administrator.
Clerk of Commission**



January 27, 2012

Mr. Allen Saxon, Assistant Director
Augusta Utilities
360 Bay St, Suite 180
Augusta, GA 30901

Dear Allen:

Southeastern Natural Sciences Academy is proud of its sixteen year partnership with Augusta Utilities and the City Of Augusta. It is a pleasure to provide for our residents a premier nature park with regional impact at little or no cost to the taxpayers of Augusta.

As a 501(C)(3), we must depend on the generosity of local businesses and residents, along with contracted fees for services to fund our work.

The monthly contract with Augusta Utilities is important in supporting the educational programs that enhance visitor experiences in the constructed wetlands and the Phinizy Swamp Nature Park for the more than 40,000 people who come through each year.

I am pleased to forward to you our proposed agreement for education services to Augusta Utilities for CY 2012. It's not hard to see how the investment by the City of Augusta is leveraged many times over.

Again, we value our partnership with Augusta Utilities and stand ready to support your activities in any way possible.

All the best,

Bob Young
President/CEO

1858 Lock and Dam Road
Augusta, GA 30906
706-828-2109

AN AGREEMENT BETWEEN
SOUTHEASTERN NATURAL SCIENCES ACADEMY
AND
AUGUSTA UTILITIES

For managing public access and educational activities associated with Augusta's constructed wetland treatment system for a period of one year beginning January 1, 2012 and ending on December 31, 2012.

This Amendment is made and entered into this 1st day of January, 2012, between **AUGUSTA, GEORGIA, by and through the Augusta-Richmond County Commission**, a political subdivision of the State of Georgia (hereinafter "Augusta"), and **the Southeastern Natural Sciences Academy**, a 501(C)(3) corporation, (hereinafter "SNSA").

Phinizy Swamp Nature Park is a natural jewel in an urban watershed that provides a center for programs which bring scientists, environmental regulators, educators, students, and the general public together for collective stewardship of natural resources. The park is comprised of the constructed wetlands and Phinizy Swamp on land owned by the Augusta. Since 1996 the City has successfully partnered with SNSA to operate and maintain the Nature Park as an educational experience for school groups and the general public. SNSA provides critical visitor services and environmental education programs Augusta is not able to provide which allow the community to enjoy a natural, outdoor destination just minutes from downtown.

SNSA serves as a source for *Public Outreach and Environmental Education* by:

- Providing a variety of environmental education programs and activities that focus on issues and stewardship related to local and national water resources.
- Monitoring and managing public access and activities within the park area.
- Maintaining educational kiosks throughout the park that educate visitors on the ecology and history of the area and the groundbreaking use of wetlands by Augusta in wastewater treatment.
- Maintaining natural trails for public use by removing poison ivy and debris from storm damage, mowing weedy areas, and picking up trash.
- Providing numerous and fulfilling volunteer opportunities for the general public.
- Providing and maintaining park infrastructure for public use, including bathrooms, visitor's center, picnic pavilion and awnings, bridges, park benches, and boardwalks.
- Maintaining visitor parking lot by filling potholes, treating fire ant mounds, mowing, and removing trash.
- Providing a safe location for outdoor school field trips.
- Maintaining buildings used for field trips in cases of inclement weather, teacher workshops, evening family programs, meetings, or night activity.

- Providing a safe area for school buses to load and unload students, turn around, and park during field trips.

Augusta and SNSA mutually desire to continue this successful partnership. SNSA will maintain its current level of services as described above at the rate of \$2,500 per month. The compensation level is all inclusive.

SNSA agrees to provide to Augusta Utilities any requested documentation required under this agreement.

APPROVED:

**SOUTHEASTERN NATURAL
SCIENCES ACADEMY**

AUGUSTA, GEORGIA

By: _____
Bob Young, President/CEO

By: _____
David S. Copenhaver
Mayor

Date: _____

Date: _____

ATTEST: _____
Clerk of Commission

Date: _____



**Engineering Services Committee Meeting
2/13/2012 1:00 PM**

Amendment No. 2 to the Contract with ESG Operations, Inc. for the Operation of Water Pollution Control Facilities.

Department: Utilities

Caption: Approve Amendment No. 2 to Agreement with ESG Operations, Inc. to establish the final budget amount for 2012 at \$5,529,132.00.

Background: On December 16, 2009 Augusta and ESG Operations, Inc. (ESG) entered into an Agreement for Operations, Maintenance and Management Services. The Agreement provides that ESG will prepare an annual amendment to the Agreement which establishes the budget for the year. Attached is a proposed Amendment No. 2 from ESG, which sets forth a 2012 budget of \$5,529,132.00. The estimated cost of wastewater treatment services for 2012 is \$5,247,882.00. We have also included an allowance of \$281,500.00 to provide for ESG assistance with maintenance as may be needed at the water treatment facilities and other areas within our system.

Analysis: The proposed budget amendment represents a 0.47% increase over the 2011 budget for this work. ESG does anticipate an increase in the cost of utilities in 2012 but demonstrated operating efficiencies in various process areas is anticipated to offset much of that increase. A copy of the proposed Amendment No. 2 is attached.

Financial Impact: Operations Contract cost of \$5,529,132.00 from account 506043310-5211110

Alternatives: No viable alternatives.

Recommendation: We recommend approval of Amendment No. 2 to the Agreement with ESG Operations, Inc. to establish the final budget amount for 2012 at \$5,529,132.00.

**Funds are Available
in the Following** 506043310-5211110

Cover Memo

Item # 2

Accounts:

REVIEWED AND APPROVED BY:

Finance.

Procurement.

Law.

Administrator.

Clerk of Commission



MEMORANDUM

ESG Operations 2012 Budget Proposal

PREPARED FOR: Allen Saxon, AUD

PREPARED BY: Paul Tickerhoof, ESG

COPIES:

DATE: November 3, 2011

ESG has reviewed last year's expenditures in an effort to prepare a budget for AUD's 2012 fiscal year. The following table summarizes 2011's budget and ESG's requested 2012 budget.

ESG Budget Comparison			
	2011	2012	Delta
Personnel Services	\$ 1,981,384.00	\$ 1,981,384.00	\$ -
Administrative Expenses	\$ 119,000.00	\$ 119,000.00	\$ -
Utilities	\$ 127,200.00	\$ 190,000.00	\$ 62,800.00
Chemicals	\$ 419,400.00	\$ 399,400.00	\$(20,000.00)
Materials & Supplies	\$ 110,000.00	\$ 110,000.00	\$ -
Vehicles & Equipment	\$ 125,000.00	\$ 125,000.00	\$ -
Outside Services	\$ 310,000.00	\$ 310,000.00	\$ -
Biosolids Management	\$ 1,150,000.00	\$ 1,130,000.00	\$(20,000.00)
Maintenance & Repair	\$ 300,000.00	\$ 300,000.00	\$ -
Total Operating Budget			
Management & Administrative Fee (12.5%)	\$4,641,984.00	\$4,664,784.00	\$22,800.00
Contractor's Subtotal	\$ 580,248.00	\$ 583,098.00	\$ 2,850.00
	\$5,222,232.00	\$5,247,882.00	\$25,650.00
Director's Allowance			
Management & Administrative Fee (12.5%)	\$250,000.00	\$250,000.00	\$ -
Director's Allowance Subtotal	\$ 31,250.00	\$ 31,250.00	\$ -
	\$ 281,250.00	\$ 281,250.00	\$ -
Total Budget	\$5,503,482.00	\$5,529,132.00	\$25,650.00

ESG is confident in maintaining last year's budget number for most accounts with the exception of Utilities. Accounts that could be impacted in 2012 are as follows:

- Utilities: Georgia Power provides electrical energy to AUD at the JB Messerly WWTP under a “day-ahead real time pricing” rate structure. When AUD can produce energy cheaper than Georgia Power provides it, diesel fuel is required to run the generator units. ESG budgeted fuel requirements for 2012 based on last year’s usage, which resulted in the request for an increase in the Utility account.
- Chemicals: ESG believes the chemical account can remain unchanged. Although, the polymer manufacturer is relocating their production facility to Chicago, which will impact shipping costs.
- Solids Handling: ESG reduced the budget in this account due to efficiencies gained during 2011 that have increased the volatile solids reduction in the digestion process.

ESG’s proposed overall increase for 2012 is 0.47% and is \$156,125 under our original estimate provided in the price proposal submitted in 2009.

We are available at your convenience to clarify our estimate or answer any questions.

AMENDMENT NO. 2
to the
AGREEMENT Between
ESG Operations, Inc.
And
Augusta, Georgia
For
Operations, Maintenance and Management Services

This Amendment is made and entered into this 1st day of January, 2012, between **AUGUSTA, GEORGIA, by and through the Augusta-Richmond County Commission**, a political subdivision of the State of Georgia (hereinafter "Augusta"), and **ESG OPERATIONS, INC.**, a Georgia corporation, (hereinafter "ESG"). This is Amendment No. 2 to the Agreement dated the 16th day of December 2009, between Augusta and ESG.

NOW THEREFORE, Augusta and ESG agree to amend the Agreement as follows:

REPLACE Article 4.1 with the following new Article:

- 4.1 Augusta shall pay to ESG a base fee equal to the Augusta budget shown in Appendix F. This includes the actual cost of the Scope of Services performed by ESG plus a Management and Administrative Fee. The base fee shall not include services which are not specifically defined by Section 2 of this Agreement. The base fee for this Amendment shall be Four Million Nine Hundred Fourteen Thousand Seven Hundred Eighty Four Dollars (\$4,914,784) and the Management and Administrative Fee shall be Six Hundred and Fourteen Thousand Three Hundred and Forty Eight Dollars (\$614,348). The base fee and the Management and Administrative Fee shall be payable in advance in equal monthly installments and for the third term of this Agreement the monthly amount shall be Four Hundred Sixty Thousand Seven Hundred Sixty One Dollars (\$460,761.00). Said base fee shall be for the period beginning on January 1st, 2012 and ending on December 31st, 2012. Thereafter, the Base Fee will be negotiated as described in Article 4.2. The Management and Administrative Fee shall increase proportionally with the base fee adjustments described in Articles 4.2 and 4.4.

REPLACE Appendix F with the following new Appendix F:

All other terms and conditions remain in effect in accordance with the Agreement referenced in this Amendment.

Both parties indicate their approval of this Amendment by signature below.

Authorized signatures:

ESG OPERATIONS, INC.

AUGUSTA, GEORGIA

By: _____
John Clay Sykes, PE, Principal

By: _____
David S. Copenhaver
Mayor

By: _____
Daniel E. Groselle, Jr., PE, Principal

Date: _____

Date: _____

ATTEST: _____
Clerk of Commission

Date: _____

Appendix F

2012 Project Budget and Staffing Plan

Project Budget

PERSONNEL SERVICES	\$ 1,981,384.00	
ADMINISTRATIVE EXPENSES	\$ 119,000.00	
UTILITIES	\$ 190,000.00	
CHEMICALS	\$ 399,400.00	
MATERIALS & SUPPLIES	\$ 110,000.00	
VEHICLES & EQUIPMENT	\$ 125,000.00	
OUTSIDE SERVICES	\$ 310,000.00	
BIOSOLIDS MANAGEMENT	\$ 1,130,000.00	
MAINTENANCE & REPAIR	\$ 300,000.00	
TOTAL OPERATING BUDGET	\$4,664,784.00	
MANAGEMENT & ADMINISTRATIVE FEE (12.5%)	583,098.00	
CONTRACTOR'S SUBTOTAL		\$ 5,247,882.00
DIRECTOR'S ALLOWANCE	\$ 250,000.00	
MANAGEMENT & ADMINISTRATIVE FEE (12.5%)	31,250.00	
DIRECTOR'S ALLOWANCE SUBTOTAL		281,250.00
TOTAL 2011 BUDGET		\$ 5,529,132.00

Appendix F (Continued)
2012 Project Budget and Staffing Plan

Project Staffing Plan

<u>Budgeted Position</u>	<u>Budgeted Number</u>
Project Director	1
Assistant Project Manager	1
Operations Manager	1
Lab/IPP Manager	1
Maintenance Manager	1
Land Application Manager	1
Operators	10
Lab Analysts	2
IPP Technicians	3
Mechanics	5
Maintenance Support	5
Administrative	2
Education Specialist	2



Engineering Services Committee Meeting
2/13/2012 1:00 PM

Approve a contract with Atlantic Coast Consulting for environmental compliance, environmental testing, engineering, and consulting for Augusta's Environmental Services Department

Department: Environmental Services

Caption: Approve a contract with Atlantic Coast Consulting for environmental compliance, environmental testing, engineering, and consulting for Augusta's Environmental Services Department in an amount budgeted annually. For 2012 it was budgeted at \$850,000.

Background:

The Environmental Services Department is responsible for the operation of Augusta's Landfill. The landfill must comply with federal and state laws as well as a variety of local, state, and federal permit requirements. These include a Title V permit with New Source Performance Standards per 40 CFR 60.75, which requires that owners or operators of a landfill with an active gas collection and control system submit semi-annual reports. Further, the gas collection and control system must be monitored and operated in accordance with the Title V permit requirements, and certification of permit compliance must be submitted to both Georgia Environmental Protection Division and US EPA Region IV per Georgia Rule 391-3-1-.03 and 40 CFR 70.6. This requires at least monthly monitoring of 100+ gas wells, the control system operation and maintenance, cover integrity inspections, quarterly perimeter methane monitoring, and surface methane scans of most of the landfill areas. Additionally, the facility must comply with the Georgia Permit GAR00000 for Industrial Stormwater, per the Georgia Water Quality Control Act and Federal Clean Water Act which requires a minimum of quarterly monitoring of stormwater discharges from the facility, annual reporting and certification of such, as well as development and maintenance of Stormwater Pollution Prevention Plans and Spill Prevention Control and Countermeasure Plans. While the facility is undergoing construction, it must also comply with the Erosion and Sedimentation Act to prevent discharges to state waters; and monitor and inspect the construction site daily for any improvements that can be made so that sedimentation does not occur off-site. The Landfill also has been issued a Wastewater Discharge Permit from Augusta Utilities so that the landfill leachate can be safely released into the Augusta system. This

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Item # 3

permit requires quarterly sampling, monitoring, and reporting as well as an analysis of the results to ensure that any discharge remains within the permit requirements.

Beyond the few permit conditions and requirements described above, the facility's Solid Waste Handling permit also requires that the facility comply with the Georgia Rules for Solid Waste Management (391-3-4) which provide that the facility, in summary, complete at least semi-annual groundwater monitoring and reporting, quarterly tonnage reporting, annual financial assurance certification, annual remaining capacity calculations and certifications, and operate the facility in accordance with the Rules as well as the facility Design and Operation Plan. All of the above reports require specific expertise in that particular area in order to complete the work and the reports, in addition to specialized certifications and/or licenses in order to complete or sign the required reports. Simply holding a Professional Engineer's license is not sufficient in many cases.

Augusta is required to perform groundwater monitoring for two closed phases and two active phases. The closed phases have active gas extraction systems that are utilized to control impacts to groundwater.

In 2010, an Assessment Monitoring Plan (AMP) and an Alternative Source Demonstration (ASD) were prepared for phase IIA/B. Both tasks were successfully completed and coordinated with EPD regulators. Augusta is currently operating under an Assessment of Corrective Measures (ACM) as approved by EPD.

In addition to services provided at the Deans Bridge Road facility, the consultant has also provided services requested to help identify landfill gas-related environmental issues at the Carrie J. Mays Park. As a result of efforts for this project, a partial site remediation has been completed that will allow the City to safely re-open an area with a new playground and basketball court. Also, we were able to utilize the consultant to assist with the development and permitting of the methane remediation plan at the new shared bus maintenance facility.

In addition to the environmental considerations, the landfill also spends much of its time planning and developing for the future. This require alone requires a variety of skills and professions. Landfills must be designed to meet the standards of the Georgia Solid Waste Rules. Once it is designed and approved by the state, then construction begins. The engineer typically will act as Augusta's construction manager to ensure that items are being constructed in accordance with the contract and address any found issues that may arise. Finally, it is a state requirement that for landfill projects, a competent CQA firm sign off on all the

Cover Memo

construction. This ensures Augusta and the state that everything was constructed in accordance to the design parameters. Testing is a key to a quality CQA program.

The Environmental Services Department took on the responsibilities of the Augusta Brownfield program which has been largely dormant. This program, to be effective and receive funding, requires the submittal of grant applications to the state – these applications require much research and investigation into Augusta properties in order to obtain funding. The compilation of a list of potentially hazardous or impacted properties would be in order; and that requires old-fashioned leg-work, Phase I and potentially Phase II site assessments. Should a grant be obtained, additional expertise and management of that funding and work would be required.

The Environmental Services Department took on the responsibilities of the underground storage tank program which requires annual certification of each underground storage tank owned by Augusta. There are four facilities with remaining tanks – the landfill, Marina, Transit, and 401 Walton Way. These tanks are of varying ages and compositions and each holds different requirements including leak detection and tightness testing. New for 2012 is the requirement to have certified operators at each location – which means that at least one representative at each location must attend training and pass a certification test in order to continue to operate the tanks.

The Environmental Services Department took on the responsibilities of the Industrial Stormwater program for Augusta which requires the permit compliance of five locations – Daniel Field Airport, Augusta Regional Airport, Fleet, Transit, and the Landfill. The permit itself is very detailed and the permit requirements are different for each facility – some require quarterly monitoring and testing, some do not. Even at the two airports, the requirements are different due to their locations and discharge points.

Pre 2007 the Solid Waste Department had various service providers to perform its needed functions. These contractors were AES (laboratory analysis), BMS (project management), EMA (groundwater and surface water), Genesis (CQA), JJG (design engineering), and ACC (environmental compliance). They each performed a single, stand alone service. It took much coordination and effort on the part of Augusta.

In an effort to simplify Augusta's efforts we released an RFP for Stand-by-Engineering. This was a model that was being used by DeKalb County. The RFP placed a variety of services under one umbrella. From that, a contractor was selected and the department

has been able to streamline operations.

Analysis:

Before 2007, the Solid Waste Department required a variety of consultants to independently assist Augusta with everything from design, permitting, environmental monitoring, and surveying services to the more specialized tasks including waste analysis, construction management, construction quality assurance, and landfill gas monitoring. It was challenging for us to coordinate all the different consultants for each specific project. Other disadvantages to this process included the time-consumed in bidding each project as well as the time to get each consultant up to speed on the various site conditions and project history. As some projects were based on time and materials, the learning curve can be costly for Augusta. Second, should Augusta need archived documents, trying to gain access from multiple vendors is difficult. More importantly, most of these tasks performed by different consultants are actually inner-related and this method did not encourage global issue solutions within the Department. With this in mind, we prepared an RFP and selected a single consultant for Stand-by Engineering services in 2007. Under the contract issued in 2007, we were able to effectively consolidate most of our outsourced work under one consultant. This allowed us to focus on department efficiencies and operations as well as overall site improvements. In the last five years, we have dramatically improved the City landfill with better maintenance facilities for improved serviceability of our equipment, new scales which minimizes the customer wait times and a new citizen recycling and waste drop off facility which greatly improved their access and options. Also, during this contract, we built two expansions to the Phase 3 landfill area which has enabled us to continue to operate the disposal areas without impacting our day to day operations. The design, bidding and construction administration/construction testing for all of these improvements to the site were done under the Stand-by Engineering contract without one construction contract amount change order increase. The facility has various ongoing environmental permit requirements which include semi-annual groundwater/surface water/storm water monitoring and reporting, air permitting and reporting, constant landfill gas system monitoring and “tuning”, as well as landfill gas system expansion, to list only a few. Under this contract, we have continued to perform all the required environmental monitoring and also replaced more than a dozen groundwater monitoring wells in order to improve the ability to collect representative samples. Consolidation of services has afforded the department several key items. First, we spend far less time soliciting services. Second, by having one contractor reduces the amount of Augusta management required for project oversight. Third, should Augusta need historical data, it is available in one location. Next, it has provided consistency with the regulators. One set of faces, methodologies and relationships to manage.

Cover Memo

Item # 3

Financial Impact: The financial impact is difficult to predict over the life of the contract. With the exception of routine environmental monitoring, many of the costs are project based. These projects including capital improvements are planned and budgeted in the annual budget. Therefore, the department is requesting that the funds allocated to this contract be set with the annual budget each year. In this fashion, the department does not have to over allocate funds in anticipation of future projects, or be underfunded due to various workloads. The department will build a budget based on the anticipated projects to be completed annually. As the project load changes from year to year, the budgeted dollars can be adjusted as well. For 2012, the department has budgeted \$850,000 for this contract. This is an increase over the 2011 appropriation of \$650,000. The increased appropriation is an estimate on what the additional services will be relating to the construction of CNG stations as well as the other duties acquired from other departments as part of the reorganization.

Alternatives: 1. Approve a contract with Atlantic Coast Consulting for environmental compliance, environmental testing, engineering, and consulting for Augusta's Environmental Services Department in an amount budgeted annually. 2. Do not approve a contract with Atlantic Coast Consulting.

Recommendation: Approve a contract with Atlantic Coast Consulting for environmental compliance, environmental testing, engineering, and consulting for Augusta's Environmental Services Department in an amount budgeted annually.

Funds are Available in the Following Accounts: Funds have been budgeted in the amount of \$850,000 for 2012 in account 541-04-4210/5212115.

REVIEWED AND APPROVED BY:

Finance.
Procurement.
Law.
Administrator.
Clerk of Commission

CONSULTANT SERVICES AGREEMENT

BETWEEN

***“DEPARTMENT OF ENVIRONMENTAL SERVICES
AUGUSTA, GEORGIA”***

AND

“CONSULTING ENGINEER”

This Agreement is made and entered into this _____ day of _____ 20__ by and between Augusta, Georgia, a consolidated government and political subdivision of the State of Georgia hereinafter called “**Augusta**” and _____, a Corporation authorized to do business in Georgia, hereinafter called the “**Consultant.**”

Whereas, **Augusta** desires to engage a qualified and experienced consulting firm to furnish:

***“Environmental Compliance, Testing, Engineering, and Consulting for Augusta’s
Environmental Services Department”***

Whereas, the **Consultant** has represented to **Augusta** that it is experienced and qualified to provide the services contained herein and **Augusta** has relied upon such representation

Now, therefore, in consideration of the mutual promises and covenant herein contained, it is agreed by and between **Augusta** and the **Consultant** that:

The **Consultant** shall gather from **Augusta** all available data and information pertinent to the performance of the services for the Project. **Augusta** shall have the final decision as to what data and information is pertinent

The **Consultant** shall ensure that the data and information meet applicable standards as specified herein.

The **Consultant** shall report in writing any discovery of errors or omissions contained in the data and information furnished by **Augusta**.

The **Consultant** shall visit and become familiar with the Project sites and shall become acquainted with local conditions involved in carrying out this Agreement. The **Consultant** may request that a representative of **Augusta** be present during the site visit.

The **Consultant** shall recommend and secure **Augusta’s** written approval of, the manner of project plans presentation and the methods to be used in the plan preparation so that these plans can be best utilized, as determined by the **Consultant** and approved by **Augusta**, in the orderly preparation of the detailed construction plans, specifications, and contracts. Upon receipt of

Augusta's written approval of the manner of the project plan, presentation and methods of plan preparation, the **Consultant** shall proceed with implementation of the project.

TERM

The term of this Agreement shall commence on January 1, 2012 and terminate on December 31, 2017 (the "Initial Term") unless this Agreement is terminated earlier by **Augusta** as herein provided. This Agreement may be renewed for two (2) or more successive two (2) year terms (the "Renewal Terms") upon mutual agreement of the parties at the rates contained herein (as may be adjusted as provided herein) no less than sixty (60) days prior to the expiration of the Initial Term or the then current Renewal Term.

CONTINUATION OF SERVICE

If **Augusta** does not exercise its right to renew this Agreement or if there are no renewal options remaining, Augusta will attempt to award a new agreement at least three (3) months prior to the expiration of this Contract. In the event a new agreement has not been awarded within such time frame, Contractor shall provide services to **Augusta** on a month-to-month basis after the expiration of this Agreement, at the then established rates, if Augusta requests this service with at least thirty (30) days notice to the **Consultant**.

TERMINATION TRANSITION

Prior to the termination of this Agreement, **Consultant** shall work with **Augusta** to ensure that there is no interruption or reduction of service when the **Consultant** ends its services to **Augusta**. If a new contract is awarded to another firm other than the **Consultant**, the Consultant shall coordinate and cooperate with the newly selected firm, as well as Augusta, to minimize any disruptions in the services provided.

RIGHT TO ENTER

The **Consultant** shall notify all property owners or occupants of the intent to enter properties for the purpose of accomplishing surveys or other field investigations in accordance with the practices of **Augusta**. The **Consultant** shall discuss with and receive approval from the Environmental Services Department prior to sending said notices of intent to enter private property. Upon request by the **Consultant**, **Augusta** will provide the necessary documents identifying the **Consultant** as being an authorized consultant of **Augusta** for the purpose described in the Agreement. If the property owner or occupant denies the **Consultant** permission to enter, such incident will be reported to **Augusta** and **Augusta** will initiate such action as is dictated by current policy and procedure.

DIRECTOR OF ENVIRONMENTAL SERVICES

The Director of Environmental Services ("Director") or duly appointed representative(s) shall act as the liaison between the **Consultant** and **Augusta** and all utilities, and authorities or governments whose properties will be affected. All correspondence, data, information, and

reports shall be directed to the Director who will provide proper distribution to the parties concerned.

The **Consultant** shall meet with **Augusta** for review of the work or submit in writing, a project status update on a monthly basis or as determined by **Augusta**.

CONSULTANT COORDINATION

The **Consultant** shall cooperate fully with Federal and State officials, consultants on adjacent projects, municipalities and local government officials, utility companies, railroads, and others, as may be directed by **Augusta**. Such cooperation shall include attendance at meetings, discussions, and hearings, as may be requested by **Augusta**, furnishing plans and other data produced in the course of work on the Project, as may be requested from time to time by **Augusta** to effect such cooperation and compliance with all directives issued by **Augusta** in accordance with this agreement.

It is understood and agreed that Federal and State regulators may have access to the work and be furnished information as directed by **Augusta**.

ACCURACY OF WORK

The **Consultant** shall be responsible for the accuracy of the work and shall promptly correct any material errors and omissions without additional compensation.

Acceptance of the work by **Augusta** will not relieve the **Consultant** of the responsibility for subsequent correction of material errors and the clarification of any ambiguities.

At any time during the construction of the improvement provided for by the plans or during any phase of work performed by others based on data secured by the **Consultant** under the Agreement, the **Consultant** shall confer with **Augusta** for the purpose of interpreting the information obtained and to correct material errors or omissions made by it. The **Consultant** shall prepare any plans or data required by **Augusta** to correct its errors or omissions. The above consultation, clarification, or correction shall be made without added compensation to the **Consultant**. The **Consultant** shall give immediate attention to these changes so there will be a minimum of delay to others.

CHANGE IN THE WORK

Augusta may at any time as the need arises, order changes within the scope of the work, and/or order in writing a temporary stopping of the work, without invalidating the Agreement. If such changes increase or decrease the amount due under the Agreement or in the time required for performance of the work, an equitable adjustment shall be authorized by Change Order.

Augusta reserves the right to make at any time such alterations in the character of the work as **Augusta** may consider necessary or desirable to complete the proposed work in a satisfactory manner and consistent with the intent of this Agreement. Notice of every such alteration or

change shall be given in writing to the **Consultant** by **Augusta**, and no such alteration or change shall be considered as constituting a waiver of any of the provisions of this Agreement or as nullifying or invalidating any of such provisions. Should any such alteration or change result in an increase or decrease in the quantity or the cost of the work described in this Agreement, the total amount payable under the Contract will be accordingly modified.

If alterations or changes are thus made, the Agreement time will be correspondingly modified, if the **Consultant** so requests, and is mutually agreed upon by **Augusta**, before commencing the work attributable to such alterations or changes.

It is understood and agreed that the **Consultant** shall perform all extra work that may be ordered in writing by **Augusta** arising out of the modification of the Specifications or Drawings made or approved by **Augusta**. For this extra work, the **Consultant** shall be compensated as provided hereinafter and in the Change Order covering the additional services.

All Change Orders must be approved by **Augusta** and those governmental agencies whose approval is required.

ADDITIONAL SERVICES

The **Consultant** may be required to perform additional services or tasks related to the work outlined in the Scope of this Agreement that are specific to site conditions and are not typical in nature. The **Consultant** shall, at **Augusta's** request, submit a proposal indicating man hours and costs to **Augusta** for approval. The **Consultant** shall not begin on any task until **Augusta** issues written authorization to proceed.

DELIVERY OF NOTICES

All written notices, demands, and other papers or documents to be delivered to **Augusta**, under this Agreement, shall be delivered to **Augusta's** office, 4330 Deans Bridge Rd, Blythe, Georgia 30805, Attention: Director of Environmental Services, or at such other place or places as may be subsequently designated by written notice to the **Consultant**. All written notices, demands, and other papers or documents to be delivered to the **Consultant** under this Agreement shall be directed to or at such a place or places subsequently to be designated in writing by the **Consultant** to Augusta.

SUPERVISION AND CONTROL

The **Consultant** shall perform the services required to accomplish the work plan as stated above under such control and supervision by **Augusta** as **Augusta** may deem appropriate. **Augusta** may, at reasonable times, inspect the part of the plant, place of business, or work site of the **Consultant** or subunit thereof which is pertinent to the performance of any contract awarded or to be awarded by **Augusta**.

COVENANT AGAINST CONTINGENT FEES

The **Consultant** shall comply with the relevant requirements of all Federal, State, County, or local laws. The **Consultant** warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the **Consultant**, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the **Consultant**, any fee, commission, percentage, brokerage fee, gifts, or any consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, **Augusta** shall have the right to annul this Agreement without liability, or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

EMPLOYMENT OF AUGUSTA'S PERSONNEL

The **Consultant** shall not employ any person or persons in the employ of **Augusta** for any work required by the terms of this Agreement, without the written permission of **Augusta** except as may otherwise be provided for herein.

REVIEW OF WORK

Authorized representatives of **Augusta** 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 computations prepared by or for the **Consultant**, of its professional obligation to correct, at its expense, any of its errors in work. The Environmental Services Department may request at any time and the **Consultant** shall produce progress prints or copies of any work as 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 Augusta's request in this regard. Augusta's review recommendations shall be incorporated into the plans by the **Consultant**. **Augusta** may collect statistical data relating from **Consultant** and/or **Consultant's** business and subcontractors and **Consultant** expressly agrees to provide such information.

INSURANCE

Prior to beginning work, the **Consultant** shall obtain and furnish certificates to **Augusta** for the following minimum amounts of insurance:

- A. Workmen's Compensation Insurance in accordance with the laws of the State of Georgia. The amount shall not be less than One Million (\$1,000,000.00) Dollars per accident.
- B. General Liability Insurance in an amount of not less One Million (\$1,000,000.00) Dollars per occurrence.
- C. 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.
- D. Comprehensive Automobile Liability Insurance including operation of owned, non-owned and hired automobiles, covering bodily injury and/or property damage with limits

of One Million (\$1,000,000.00) Dollars per accident.

- E. Professional Liability Insurance in an amount of not less than One Million (\$1,000,000.00) Dollars or if required, an amount that correlates to the amount of this agreement and nature of this project.
- F. The **Consultant** shall procure and maintain, at his own expense, during the life of the Agreement, in accordance with the provisions of the laws of the state in which the work is performed, Workman's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the project and in case any work is sublet, the **Consultant** shall require such subcontractor similarly to provide Workman's Compensation Insurance, including occupational disease provision for all of the latter's employees unless such employees are covered by the protection afforded by the **Consultant**. In case any class of employees engaged in hazardous work under this Agreement at the site of the project is not protected under Workman's Compensation statute, the Consultant shall provide and shall cause each Subcontractor to provide adequate and suitable insurance for the protection of his employees not otherwise protected.
- G. Each insurance policy shall be renewed at least ten days before the expiration date thereof.
- H. Insurance policies must be carried by a recognized insurance company licensed to do business in the state in which the project is constructed and approved by **Augusta's** General Counsel or other designated legal representative.
- I. The **Consultant** shall not commence work under this Contract until he has obtained all of the insurance required and such insurance has been approved by **Augusta**, nor shall the **Consultant** allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been so obtained and approved. In the event any insurance coverage should be cancelled or allowed to lapse, the **Consultant** will not be permitted to work until adequate and satisfactory insurance is in effect. Failure to keep insurance policies in effect WILL NOT be cause for any claims for extension of time under this Contract.
- J. The **Consultant** shall furnish a certificate of insurance indicating that the **Consultant** has coverage in accordance with the requirements herein set forth to the Environmental Services Department within thirty (30) days from the execution of the Contract. **Consultant** agrees that **Augusta** will make no payments pursuant to the terms of the Contract until all required proof or evidence of insurance has been provided to the Augusta, Georgia representative. **Consultant** agrees that the insurer shall waive its rights of subrogation, if any, against **Augusta**. These shall be completed by the authorized Resident Agent and returned to the Environmental Services Department. This certificate shall be dated and show:
 - (1) The name of the insured **Consultant**, the specified job by name, name of the insurer, the number of the policy, its effective date and its termination date.
 - (2) Statement that the Insurer will mail notice to **Augusta** at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.

LIQUIDATED DAMAGES

Due to the special nature of this licensing agreement and the other remedies provided in this agreement, the parties agree that liquidated damages are not applicable.

RESPONSIBILITY FOR CLAIMS AND LIABILITY AND INDEMNIFICATION

The **Consultant** shall defend, indemnify and save harmless **Augusta** and **Augusta's** officers, employees and agents from any and every claim and risk, and from all losses, damages, demands, suits, judgments and attorney fees, and other expenses of any kind (collectively "losses") arising out of this Contract or the performance thereof; including any personal injury, or death of any and all persons (including but not limited to the **Consultant**, its agents, employees, subcontractor and their successors and assignees, as well as **Augusta** or **Augusta's** agents and all third parties); and including any property damage of any kind, whether tangible or intangible, including loss of use resulting there from, in connection with or related to the negligent or willful act(s) or omissions of the **Consultant** or its subcontractor while performing work under this Contract, or in connection with or related to (in whole or in part by reason of) the presence of the **Consultant** or its subcontractor or their property, employees or agents, upon or in proximity to the property of **Augusta** or any other property (upon which the **Consultant** is performing any work called for.

The **Consultant** will indemnify and save **Augusta** or **Augusta's** agents harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, and mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The **Consultant** shall, at **Augusta's** request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived, if the **Consultant** fails to do so **Augusta** may, after having notified the **Consultant**, either pay unpaid bills or withhold from the **Consultant's** unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the **Consultant** shall be resumed, in accordance with the terms of the Agreement, but in no event shall the provisions of this sentence be construed to impose any obligations upon **Augusta** to either the **Consultant**, his Surety, or any third party. In paying any unpaid bills of the **Consultant**, any payment so made by **Augusta** shall be considered as a payment made under the Agreement by **Augusta** to the **Consultant** and **Augusta** shall not be liable to the **Consultant** for any such payments made in good faith.

SAFETY

The **Consultant** shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed in performing the work. The **Consultant** shall at all times comply with the regulations set forth by federal, state, and local laws, rules, and regulations concerning "OSHA" and all applicable state labor laws, regulations, and standards. The **Consultant** shall indemnify and hold harmless **Augusta** from and against all liabilities, suits, damages, costs, and expenses (including attorney's fees and court costs) which may be imposed on **Augusta** because of the **Consultant**, sub-contractor, or supplier's failure to comply with the

regulations.

COMPENSATION

Augusta shall compensate the **Consultant** for services, which have been authorized by **Augusta** under the terms of this Agreement.

The **Consultant** may submit to **Augusta** a monthly invoice, in a form acceptable to **Augusta** and accompanied by all support documentation requested by **Augusta**, for payment for the services, which were completed during the billing period. **Augusta** shall review for approval said invoices. **Augusta** 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 **Augusta**, are unreasonably in excess of the actual stage of completion of each phase. **Augusta** 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 **Augusta** of the services covered by such invoice. **Augusta** shall pay any undisputed items contained in such invoices.

Each invoice shall be accompanied by a 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.

It is understood and agreed that the approval of the progress payment request and the paying of a partial payment shall not be construed as acceptance of any work, materials, or products and shall not relieve the **Consultant** in any way from his responsibilities and obligations under this Agreement.

A partial payment will not be made when, in the judgment of **Augusta**, the work is not proceeding in accordance with any of the provisions of this Agreement.

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

The terms of this Agreement supersedes any and all provisions of the Georgia Prompt Pay Act.

ANNUAL RATE ADJUSTMENT

The **Consultant** may be entitled to adjust the contracted billing rates annually.

The Employment Cost Index (Not Seasonally Adjusted) for total compensation for civilian workers as published by the United States Department of Labor, Bureau of Labor Statistics ("BLS"), or its successor shall be used as part of the calculation to determine the annual rate adjustment. If BLS designates an index with a new title or code number or table number as being the continuation of the index cited above, the new index will be used, or if no new index is designated, the most nearly compatible index shall be used.

The annual rate adjustment will be determined based on the reported percent change from the BLS of the most recent 12-month available data as well as other mutually agreeable applicable factors, with an implementation of any adjustment being made on January 1st, and every January 1st thereafter with the first adjustment starting in January of 2013.

Should the referenced index and/or other applicable factors show a decrease, Augusta will be entitled to a reduced cost up to the allowable limits as defined hereinafter.

In any event, the adjustment will be limited to a maximum increase or decrease of four percent (4%) annually.

RIGHT TO REQUIRE PERFORMANCE

The failure of **Augusta** at any time to require performance by the **Consultant** of any provision hereof shall in no way affect the right of **Augusta** thereafter to enforce same. Nor shall waiver by **Augusta** of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

In the event of failure of the **Consultant** to deliver services in accordance with the contract terms and conditions, **Augusta**, after due written notice, may procure the services from other sources and hold the **Consultant** responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that **Augusta** may have.

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 agreement price and schedule shall be equitably adjusted.

ASSIGNMENT

Except as specifically authorized in this Agreement, the **Consultant** shall not assign, transfer, convey, sublet, or otherwise dispose of any work or of any of its rights, title, or interests therein, without the prior written consent of **Augusta**.

CONTRACT DISPUTES

This Agreement shall be deemed to have been executed in Augusta, Georgia, and all questions of interpretation and construction shall be governed by the Laws of the State of Georgia.

All claims, disputes and other matters in question between **Augusta** and the **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 venue in Richmond County and waives any right to contest the venue in the Superior Court of Richmond County, Georgia.

CONTRACT TERMINATION

Pursuant to O.C.G.A. § 36-60-13, this Agreement shall terminate absolutely and without further obligation on the part of **Augusta** at the close of the calendar year in which this Agreement is executed and at the close of each succeeding calendar year for which the agreement may be renewed by the parties hereto.

This Agreement shall nevertheless automatically be renewed unless **Augusta** provides written notice to the **Consultant** of its intention to terminate the Agreement at least thirty days prior to the close of the calendar year for which the Agreement is presently effective between the parties and/or has been renewed by **Augusta**. This Agreement shall obligate **Augusta** solely for those sums payable during the initial term of execution or in the event of renewal by **Augusta** for those sums payable in such individual renewal terms.

Notwithstanding the foregoing language, the **Consultant** agrees to continuously render the professional services specified by the Agreement to **Augusta** for such terms or renewal terms as are effective pursuant to this Agreement and for which **Augusta** agrees to pay in accordance with the terms of the Agreement or any future amendments thereto.

Augusta may terminate this Contract in part or in whole for its convenience upon written notice to the **Consultant**. Failure of the **Consultant**, which has not been remedied or waived, to perform or otherwise comply with a material condition of the Agreement shall constitute default. **Augusta**, Georgia may terminate this contract in part or in whole upon written notice to the **Consultant** pursuant to this term. The **Consultant** shall be paid for any validated services under this Contract up to the time of termination.

SEPARATE CONTRACTS

Augusta reserves the right to let other contracts in connection with this Project. The **Consultant** shall afford other contractors/consultants reasonable opportunity for the execution of their work and shall properly connect and coordinate his work with theirs. If the proper execution or results of any part of the **Consultant's** work depends upon the work of any other consultant, the **Consultant** shall inspect and promptly report to the Director any defects in such work that render it unsuitable for such proper execution and results.

Augusta may perform additional work related to the Project or may let other contracts containing provisions similar to these. The **Consultant** will afford the other consultants who are parties to such contracts (or **Augusta**, if **Augusta** is performing the additional work), reasonable opportunity for the execution of the work and shall properly connect and coordinate his work with theirs.

If the performance of additional work by other contractors/consultants or **Augusta** is not noted in the Agreement prior to the execution of the Agreement, written notice thereof shall be given to the **Consultant** prior to starting any such additional work. If the **Consultant** believes that the performance of such additional work by **Augusta** or others involves him in additional expense or

entitles him to an extension of the contract time, he may make a claim therefore as provided in Sections "Change in the Work".

PERSONNEL

The **Consultant** represents that it has secured all personnel necessary to complete this agreement, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

No changes or substitutions shall be permitted in the **Consultant's** key personnel as set forth herein without the prior written approval of the Director of Environmental Services or his designee.

The **Consultant** shall employ in responsible charge of supervision and design of the work only persons duly registered in the appropriate category; and further shall employ only qualified surveyors in responsible charge of any survey 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 being in the full employ of the **Consultant** and responsible for the work prescribed by this agreement.

ELECTRONIC DOCUMENTS

The **Consultant** shall submit electronic files of all project related documentation including the design calculation data files to **Augusta** in a format acceptable to **Augusta**.

TAXES, PERMITS AND LICENSES

The **Consultant** shall pay all applicable taxes levied by federal, state, and local governments and obtain all permits on any part of the work as required by law in connection with the work. It is understood and agreed that the cost of said taxes is included in the Agreement price(s) for the work.

The **Consultant** shall procure all temporary and permanent permits and licenses necessary and incidental to the due and lawful prosecution of the work and shall pay all charges and fees, and all costs thereof shall be deemed to be included in the Agreement price(s) for the work.

CONFIDENTIALITY

Except as required by the Georgia Open Records Act, the **Consultant** agrees that its conclusions and any reports are for the confidential information of **Augusta** and that it will not disclose its documentation to **Augusta**, and will only discuss the same with it or its authorized representatives. Upon completion of this agreement term, all documents, reports, maps, data and studies prepared by the **Consultant** pursuant thereto shall become the property of **Augusta** and be delivered to the Director of Environmental Services.

Except as required by the Georgia Open Records Act, articles, papers, bulletins, reports, or other materials reporting the plans, progress, analysis, or results and findings of the work conducted under this agreement shall not be presented publicly or published without prior approval writing of **Augusta**.

It is further agreed that if any information (not subject to disclosure under the Georgia Open Records Act) concerning the project, its conduct, results, or data gathered or processed should be released by the **Consultant** without prior approval from **Augusta**, 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 Augusta or by the Consultant with such prior written approval, the same shall be regarded as public information and no longer subject to the restrictions of this agreement.

LOCAL SMALL BUSINESS

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

E-VERIFY

All consultants, 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 consultants, 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 consultants and 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 consultant or 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 consultants and 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.

"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."

[SIGNATURES ON FOLLOWING PAGE]

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

Executed on behalf of **Consultant**.

AUGUSTA:

Augusta, Georgia

Deke Copenhaver, Mayor

Approved Date: _____

ATTEST:

CONSULTANT:

Approved Date: _____
[ATTACHED CORPORATE SEAL]

ATTEST:

The Basis of Payments for the services furnished by the **CONSULTANT** under this Agreement shall be those necessary to perform the work, and provide the associated deliverables, as outlined below.

SCHEDULE OF FEES

Note: Schedule of fees shall be in a separate sealed envelope from the technical Proposals. Failure to adhere to this may cause rejection of your proposal.

<u>Service Level (include OH&P)³</u>	
<u>Professional Registered Engineer</u>	<u>\$ 125</u>
<u>Professional Registered Geologist</u>	<u>\$ 125</u>
<u>Project Manager</u>	<u>\$ 140</u>
<u>Project Engineer</u>	<u>\$ 99</u>
<u>Project Planner</u>	<u>\$ 99</u>
<u>Project Geologist</u>	<u>\$ 99</u>
<u>Environmental Compliance Manager</u>	<u>\$ 125</u>
<u>Environmental Compliance Technician</u>	<u>\$ 83</u>
<u>Construction Manager</u>	<u>\$ 97</u>
<u>CQA Project Manager</u>	<u>\$ 83</u>
<u>CQA Resident Project Representative⁴</u>	<u>\$ 83</u>
<u>CQA Senior Site Monitor⁴</u>	<u>\$ 67</u>
<u>CQA Site Monitor⁴</u>	<u>\$ 52</u>
<u>Designer</u>	<u>\$ 67</u>
<u>Draftsman/CADD</u>	<u>\$ 52</u>
<u>Registered Land Surveyor</u>	<u>\$ 105</u>
<u>Two-Man Survey Crew</u>	<u>\$ 150</u>
<u>Admin. /Clerical</u>	<u>\$ 51</u>

Other ¹ - Principal	\$ 170
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Markup on other reimbursable expenses and subconsultants ²	% 5%
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¹Other (Include additional labor categories as needed)

²All other direct project expenses and professional services are reimbursable at Cost

³Hourly rates shall include overhead, profit, and applicable direct personnel expenses

⁴Hourly rates for on-site personnel shall include vehicle charges, mileage and all travel related expenses

⁵Equipment rental for environmental services (testing, CQA, and environmental) to be included in the hourly rates.

GENERAL SCOPE OF SERVICES

Section 1.0 Introduction and Background

Augusta, Georgia currently owns approximately 1,177 acres southwest of Augusta, Georgia, which is the site of the existing Deans Bridge Road MSW Landfill. The landfill currently accepts 1000 to 1500 tons per day of municipal solid waste from private collection vehicles. Active and closed sections of the landfill comprise approximately 175 acres of the total property. Some additional acreage contains ancillary facilities such as office and maintenance buildings, customer drop off area, sediment ponds, roads, and leachate holding facilities.

The Augusta Department of Environmental Services is responsible for the facilities at the landfill, solid waste management planning for the City and all residential solid waste collections. Additionally, the department is responsible for the Augusta Brownfield program and other environmental compliance issues. These include indoor air quality, underground storage tank, environmental site assessments, asbestos management, and lead paint abatement for Augusta owned facilities.

Augusta, Georgia is seeking proposals from qualified professional environmental consulting firms with experience in performing landfill site acceptability studies, landfill design services, and landfill environmental compliance activities in the State of Georgia. These services shall be performed in accordance with Circular 14 published by the EPD, Georgia Geologic Survey and with Chapter 391-3-4 of the EPD Rules as well as the latest revision of the Georgia Solid Waste Management Act; EPD approved D&O plans and other applicable federal, state, and local rules and regulations.

Section 1.1 Project Schedule

An appropriate project schedule will be prepared for each task requested of the Consultant.

Section 1.2 Services

As needed, Augusta will issue a request for services to the Consultant. Subsequently, the Consultant shall prepare a detailed scope of services to include, but not limited to, the following information.

1. Description of the project;
2. Outline of services to be provided
3. Detailed task identifying specific project task and/or work schedule
4. Level of effort man-hours needed to complete the project
5. Project cost to include man hours, equipment, supplies or other resources

The services to be furnished by the Consultant under this agreement shall be those as identified below on an "as needed" basis for professional engineering services, construction management and quality assurance services, environmental testing services, special services, other municipal solid waste services, and other services requested:

Group I - Engineering Services

- Obtain Major and/or Minor modifications to the existing Solid Waste Permits.
- Preparation of Construction Drawings, contract documents and specifications for landfill closure and cell construction projects.
- Planning and project evaluation services for proposed facility improvements
- Studies, reports and audits for compliance with federal, state, and local regulations.
- Obtain any locally required permits (land disturbance permits, retaining wall permits, etc)
- Erosion control planning, design, permitting and compliance
- Contract document preparation, bidding assistance and construction administration services.
- Air permitting and landfill gas system design
- Solid waste facilities design and engineering
- Preliminary engineering and surveying, feasibility analysis and contract documentation preparation
- Archaeological assessments/investigations
- Alternate composite liner evaluation and associated design changes
- Assistance with organization and documentation of the permit operating record
- Other engineering activities

Group II - Construction Management & Quality Assurance Services

- Clay resource exploration
- Construction management
- Construction quality assurance
- Construction materials testing and reporting
- Coordination of Georgia Environmental Protection Division (GAEPD) Inspections and Preparation of Responses to GAEPD Inspection Comments
- Construction of Quality Assurance Documents Preparation (as required by Georgia Environmental Protection Division) and Submittal to GAEPD.
- Other construction management activities.

Group III - Environmental & Testing Services*

- Environmental testing and reporting to EPD
- Assistance with various regulatory agencies
- Environmental site assessments (Phase 1 and 2)
- Brownfield assistance
- Underground storage tank permitting assistance
- Asbestos abatement permitting
- Indoor air quality assessments
- Lead paint assessments
- Environmental planning
- Facility compliance audits
- Various permitting related to wetlands, air, and waste water

- Assessment monitoring plans
- Corrective measures assessments
- Groundwater sampling and testing
- Potentiometric surface map preparations
- Statistical data evaluation and trend analysis reports
- Surface water sampling and testing
- Monthly methane monitoring, surface scans and cover evaluations
- Stormwater sampling and testing as required by the facility's GA Stormwater Permits – Construction Permit and Industrial Permit
- Routine landfill gas flare inspections, operation and maintenance
- Landfill gas system operation, maintenance, and trouble-shooting, and other applicable services
- Leachate sampling and testing
- Other compliance sampling and testing (as requested by Augusta)
- Other environmental compliance activities

* Equipment rental for environmental services (testing, CQA, and environmental) to be included in the hourly rates.

Group IV - Special Services

- Land surveying services
- Drilling and well installation services
- Preparation of the formal reports
- Solid waste planning services
- Grant writing services
- Landfill operations training and assistance

Section 1.3 Required Technology and Equipment

- The Consultant must have a Smart Board (or approved equal) at their office for plan review and remote project collaboration.
- The Consultant must have a Go To Meeting (or approved equal) account accessible as needed to communicate with **Augusta**.
- The Consultant must have the ability to video conference on a system compatible with Augusta's system.
- The Consultant must supply a site dedicated all terrain vehicle such as Polaris Ranger XP or approved equivalent.
- The Consultant must supply the site engineer a Ford F150 crew cab, 4x4, XLT or approved equivalent. It will be new at the start of the Contract and shall not exceed 5 years in age over the life of the Contract.

Section 1.4 Minimum Qualification Requirements

1. Have no deficiencies or unsatisfactory performance on any past Augusta, Georgia contract(s).
2. The Proposer must possess the knowledge and experience necessary to

- successfully perform the work described in the RFP at the time the RFP is issued. The Proposer must have the resources to perform the work.
3. The Proposer must have a minimum of five (5) examples of successful projects of similar scope. Specifically, these should be projects in which the consultant provided landfill engineering, environmental and construction management services for a Subtitle D landfill in Georgia within the last five (5) years. A successful project is of similar nature and scope performed by individuals listed on the Proposer's team.
 4. The Proposer must have multiple individuals on staff who are Professional Engineers registered in Georgia, and at least one of which, has been registered for a minimum of ten (10) years. The Professional Engineer must also have sealed design drawings and specifications and provided construction certification on at least five landfill projects in the state of Georgia.
 5. The Proposer must have multiple individuals on staff who are Professional Geologists registered in Georgia, at least one of which has been registered for a minimum of ten (10) years and has sealed the following reports in Georgia: Assessments of Corrective Measures, Corrective Action Plans, groundwater monitoring reports, and site acceptability reports.
 6. The Proposer's CQA Project manager must have at least ten (10) years of experience with MSW landfill projects in Georgia. This experience should include at least five (5) projects in the last five years.
 7. Proposer must have multiple individuals on staff serving as Senior Site CQA Monitor who have a minimum of ten (10) years of experience in providing construction quality assurance services for MSW landfill projects. The senior site CQA monitor shall have personally completed at least five (5) landfill projects within the last five years in the state of Georgia. Additionally, this person shall have served as lead geosynthetics monitor for at least 3,500,000 square feet of geomembrane installation in the last five (5) years.
 8. The Proposer must have multiple individuals on staff with a minimum of five (5) years of experience in performing environmental assessments, underground storage tank removals, and indoor air quality investigations.
 9. The Proposer must have established relationships with the Solid Waste Management Program of the Georgia Environmental Protection Division.
 10. The Proposer shall have adequate equipment to do the work properly and expeditiously.
 11. The Proposer must have at least one individual on staff that is a Certified Landfill Operator in Georgia.
 12. The Proposer's lead project manager must be located in an office that is within a three hour drive of the Deans Bridge Road MSW Landfill.

Request for Proposal

Request for Proposals will be received at this office until Wednesday, September 21, 2011 @ 3:00 p.m. for furnishing:

RFP Item #11-146 Environmental Compliance Testing, Engineering, & Consulting for Solid Waste Department

RFPs will be received by: The Augusta Commission hereinafter referred to as the OWNER at the offices of:

Geri A. Sams, Director
Augusta Procurement Department
530 Greene Street - Room 605
Augusta, Georgia 30901

RFP documents may be viewed on the Augusta Georgia web site under the Procurement Department **ARcbid**. RFP documents may be obtained at the office of the Augusta, GA Procurement Department, 530 Greene Street – Room 605, Augusta, GA 30901. **All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Tuesday, September 6, 2011 @ 5:00 P.M. No bid will be accepted by fax, all must be received by mail or hand delivered.**

No RFP may be withdrawn for a period of **90** days after time has been called on the date of opening.

Invitation for bids and specifications. An invitation for bids shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions, applicable to the procurement. **All specific requirements contained in the invitation to bid including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waiveable or modifiable by the Procurement Director.** All requests to waive or modify any such material condition shall be submitted through the Procurement Director to the appropriate committee of the Augusta, Georgia Commission for approval by the Augusta, Georgia Commission. Please mark RFP number on the outside of the envelope.

Bidders are cautioned that acquisition of RFP documents through any source other than the office of the Procurement Department is not advisable. Acquisition of RFP documents from unauthorized sources places the bidder at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

The purpose of this Disadvantaged Business Enterprises program is to comply with U.S. Department of Transportation (DOT), Federal Transit Administration (FTA), Federal Aviation Administration (FAA) and other federal and state mandated DBE requirements for certain DOT, FTA, FAA, and other federal and state assisted contracts as required by 49 C.F.R. Part 26, et. seq. and/or 49 C.F.R. Part 23, et. seq. This DBE program is only for DOT, FTA and FAA assisted contracts and other federal or state funded contracts having mandatory DBE requirements. (See Article 13 of the Augusta, GA Code)

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle	August 11, 18, 25, September 1, 2011
Metro Courier	August 17, 2011

cc:	Tameka Allen Mark Johnson Lori Videtto	Interim Deputy Administrator Solid Waste Department Solid Waste Department
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Revised: 7/14/11

RFP Item #11-146
Environmental Compliance Testing, Engineering & Consulting
for Augusta, Georgia – Environmental Services Department
RFP Due: Wednesday, September 21, 2011 @ 3:00 p.m.

VENDORS	Attachment B	E-Verify #	Original	9 Copies	Fee Proposal
Atlantic Coast Consulting 630 Colonial Park Dr Ste 110 Roswell, GA 30075	YES	98563	YES	YES	YES
Nova Engineering 3640 Kennesaw N Industrial Pkwy Ste E Kennesaw GA 30144	Submitted No Bid Response				
CDM One Cambridge Place 50 Hampshire Street Cambridge MA 02139-1548					
Hodges, Harbin, Newberry, Tribble 484 Mulberry Street #265 Macon GA 31101-7926					

Cumulative Evaluation Sheet - RFP Item #11-146 Environmental Compliance Testing, Engineering & Consulting for Augusta, Georgia – Environmental Services Department		
Evaluation Criteria	PTS	Atlantic Coast Consulting 630 Colonial Park Dr Ste 110 Roswell, GA 30075
1. Specialized Experience of Firm This includes specialized experience directly related to the project, demonstrated ability to complete the work within the required schedule and budget, quality control/assurance programs and the depth of in-house and subcontractor support.	25	21.7
2. Site specific knowledge	10	8.7
3. Project Personnel This includes the role, commitment and qualifications (including specialty certification) of key personnel and their experience in the areas assigned.	20	16.3
4. Approach to Work This includes the approach to the project scope as described, the understanding of the project scope and schedule of work and the interfacing of tasks.	20	16.3
5. Cost Include a complete Schedule of Fees. Lowest 10 pts Second 7 pts Third 4 pts Highest 1 pt	10	10.0
6. Other Considerations This will be at the County's discretion and will include financial stability, comments from references, overall solid waste and water quality experience in Georgia, familiar with the area hydrogeology and geochemistry.	15	12.0
Total	100	85.0

**ENVIRONMENTAL SERVICES DEPARTMENT****Mark Johnson**
Director**MEMORANDUM**

TO: Geri Sams
Director - Procurement

FROM: Mark Johnson 
Director

DATE: November 4, 2011

SUBJECT: RFP 11-146 – Environmental Compliance Testing, Engineering and Consulting
Departmental Recommendation

7 NOV '11 PM 12:15

In response to Request for Proposal 11-146 – Environmental Compliance Testing, Engineering and Consulting, one proposal from Atlantic Coast Consulting was received and evaluated per the criteria in the RFP. At this time, it is our recommendation that contract negotiations begin with Atlantic Coast Consulting.

Thank you in advance for your time and attention. Please feel free to contact me at 706-592-3201, should you have any questions or require any additional information.

MJ/tf

Cc: Nancy Williams
Phyllis Mills
File

Environmental Services Department
4330 Deans Bridge Road, Blythe, GA 30805
(706) 592-3200 – Fax (706) 592-3255
WWW.AUGUSTAGA.GOV

Item # 3

FYI: Process Regarding Request for Proposals

Sec. 1-10-51. Request for proposals.

Request for proposals shall be handled in the same manner as the bid process as described above for solicitation and awarding of contracts for goods or services with the following exceptions:

- (a) Only the names of the vendors making offers shall be disclosed at the proposal opening.
- (b) Content of the proposals submitted by competing persons shall not be disclosed during the process of the negotiations.
- (c) Proposals shall be open for public inspection only after the award is made.
- (d) Proprietary or confidential information, marked as such in each proposal, shall not be disclosed without the written consent of the offeror.
- (e) Discussions may be conducted with responsible persons submitting a proposal determined to have a reasonable chance of being selected for the award. These discussions may be held for the purpose of clarification to assure a full understanding of the solicitation requirement and responsiveness thereto.
- (f) Revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offers.
- (g) In conducting discussions with the persons submitting the proposals, there shall be no disclosure of any information derived from the other persons submitting proposals.

Sec. 1-10-52. Sealed proposals.

- (a) *Conditions for use.* The competitive sealed proposals method may be utilized when the Augusta, Georgia Administrator approves the written justification of the Procurement Director or using agency head that the sealed bid method is not in the best interest of Augusta, Georgia. Generally, this method may be used when competitive sealed bidding (involving the preparation of detailed and specific specifications) is either not practicable or not advantageous to Augusta, Georgia. Augusta, Georgia is not restricted from using alternative procurement methods for obtaining the best value on any procurement, such as Construction Management at Risk, Design/Build, etc.
- (b) *Request for proposals.* Competitive sealed proposals shall be solicited through a request for proposals (RFP).

- (c) *Public notice.* Adequate public notice of the request for proposals shall be given in the same manner as provided in section 1-10- 50(c)(Public Notice and Bidder's List); provided the normal period of time between notice and receipt of proposals minimally shall be fifteen (15) calendar days.
- (d) *Pre-proposal conference.* A pre-proposal conference may be scheduled at least five (5) days prior to the date set for receipt of proposals, and notice shall be handled in a manner similar to section 1-10-50(c)-Public Notice and Bidder's List. No information provided at such pre-proposal conference shall be binding upon Augusta, Georgia unless provided in writing to all offerors.
- (e) *Receipt of proposals.* Proposals will be received at the time and place designated in the request for proposals, complete with bidder qualification and technical information. No late proposals shall be accepted. Price information shall be separated from the proposal in a sealed envelope and opened only after the proposals have been reviewed and ranked.

The names of the offerors will be identified at the proposal acceptance; however, no proposal will be handled so as to permit disclosure of the detailed contents of the response until after award of contract. A record of all responses shall be prepared and maintained for the files and audit purposes.

- (f) *Public inspection.* The responses will be open for public inspection only after contract award. Proprietary or confidential information marked as such in each proposal will not be disclosed without written consent of the offeror.
- (g) *Evaluation and selection.* The request for proposals shall state the relative importance of price and other evaluation factors that will be used in the context of proposal evaluation and contract award. (Pricing proposals will not be opened until the proposals have been reviewed and ranked). Such evaluation factors may include, but not be limited to:
 - (1) The ability, capacity, and skill of the offeror to perform the contract or provide the services required;
 - (2) The capability of the offeror to perform the contract or provide the service promptly or within the time specified, without delay or interference;
 - (3) The character, integrity, reputation, judgment, experience, and efficiency of the offeror;
 - (4) The quality of performance on previous contracts;
 - (5) The previous and existing compliance by the offeror with laws and

ordinances relating to the contract or services;

- (6) The sufficiency of the financial resources of the offeror relating to his ability to perform the contract;
 - (7) The quality, availability, and adaptability of the supplies or services to the particular use required; and
 - (8) Price.
- (h) *Selection committee.* A selection committee, minimally consisting of representatives of the procurement office, the using agency, and the Administrator's office or his designee shall convene for the purpose of evaluating the proposals.
 - (i) *Preliminary negotiations.* Discussions with the offerors and technical revisions to the proposals may occur. Discussions may be conducted with the responsible offerors who submit proposals for the purpose of clarification and to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals and such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of information derived from proposals submitted by competing offerors.
 - (j) From the date proposals are received by the Procurement Director through the date of contract award, no offeror shall make any substitutions, deletions, additions or other changes in the configuration or structure of the offeror's teams or members of the offeror's team.
 - (k) *Final negotiations and letting the contract.* The Committee shall rank the technical proposals, open and consider the pricing proposals submitted by each offeror. Award shall be made or recommended for award through the Augusta, Georgia Administrator, to the most responsible and responsive offeror whose proposal is determined to be the most advantageous to Augusta, Georgia, taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation. The contract file shall contain a written report of the basis on which the award is made/recommended. The contract shall be awarded or let in accordance with the procedures set forth in this Section and the other applicable sections of this chapter.

User: Mills, Phyllis Organization: City of Augusta, GA (Augusta Commission)

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Planholders List

Member Name City of Augusta, GA (Augusta Commission)

Bid Number RFP-11-146-0-2011/PJM

Bid Name Environmental Compliance Testing, Engineering & Consulting

1 Document(s) found for this bid

21 Planholder(s) found.

Add Planholder

Supplier Name ▲	Phone	Fax	Doc Count	Attributes	Programs	Actions
Aerostar Environmental Services, Inc	9045652820	9045652830	1	1. Small Business 2. Woman Owned		Documents
Barnes, Ferland And Associates, Inc.	4078968608	4078961822	1	1. African American Owned		Documents
Earth Tech	8642342294	8642343069	1			Documents
EMSL Analytical, Inc.	8563032557	8567865972	1			Documents
Enercon Services, Inc	8139621800	8139621881	1			Documents
ENTRIX Inc - Southeast	8136644500	8136640440	1			Documents
Environmental Consulting & Technology, Inc.	3522483323	1111111111	1			Documents
GEC Inc.	2256124122	2256123016	1			Documents
GLE Associates Inc	8132418350	8132418737	1			Documents
Hoefer Wysocki Architects	9133073897	9133073710	1			Documents

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Reports

Planholders List

Member Name City of Augusta, GA (Augusta Commission)

Bid Number RFP-11-146-0-2011/PJM

Bid Name Environmental Compliance Testing, Engineering & Consulting

1 Document(s) found for this bid

21 Planholder(s) found.

Add Planholder

Supplier Name ▲	Phone	Fax	Doc Count	Attributes	Programs	Actions
HSA Engineers & Scientists	8139713882	8139711862	1			Documents
Leggette, Brashears & Graham, Inc.	8139685882	8139689244	1			Documents
MACTEC	3523323318	3523336622	1			Documents
Michael Baker Corporation	8005531153	7574630503	1			Documents
NOVA	7704250777	7704251113	1			Documents
Oasis Consulting Services	6786140530	7705525550	1			Documents
SCS ENGINEERS	8136210080	8136236757	1			Documents
Southern Analytical Laboratories, Inc.	8138551844	8138552218	1	1. Small Business		Documents
terracon	9126294000	9126294001	1			Documents
Tetra Tech EMI	9045406918	9045406918	1			Documents

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Planholders List

Member Name City of Augusta, GA (Augusta Commission)

Bid Number RFP-11-146-0-2011/PJM

Bid Name Environmental Compliance Testing, Engineering & Consulting

1 Document(s) found for this bid

21 Planholder(s) found.

[Add Planholder](#)

Supplier Name 	Phone	Fax	Doc Count	Attributes	Programs	Actions
Wood+Partners Inc.	8436816618	8436817087	1			Documents

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Bidders List

Bid Item # 11-146 Cost \$ 0

#	Company Name	Complete Mailing Address	Date	Spec. #	Initials	Mailed by
1	JOSEPH LUNCFORD COMMODORE ADVANCED SCIENCES, INC. 114 UNION VALLEY RD OAK RIDGE TN 37830		8/24/11		SP	U.S. Mail
2	(423)322 0081					
3						
4	 PATRICK ENVIRONMENTAL GROUP, INC. "Committed to Environmental Solutions"	T.E. PATRICK Negotiator	9/6/11		SP	Pick up
5						
6						
7	818 Forest Ridge Augusta, GA 30906	Contacts: (706) 905-8551 Fax (706) 798-0230 Email: tim1128@att.net				
8						
9						
10						
11						
12						
13						
14						
15						
16						

RFP 11-146 Environmental Compliance Testing, Engineering and Consulting
for Solid Waste Department

Company Name	First Name	Last Name	Address Line 1	Address Line 2	City	State	ZIP Code
CDM			One Cambridge Place	50 Hampshire Street	Cambridge	MA	02139-1548
Hodges Harbin Newberry Tribble			484 Mulberry Street	#265	Macon	GA	31101-7926
Atlantic Coast Consulting Inc			7 East Congress Street	Suite 801	Savannah	GA	31401

Item # 3



**Engineering Services Committee Meeting
2/13/2012 1:00 PM
Right-of-Way East Augusta Roadway and Drainage Project**

Department: Law

Caption: Motion to approve an Option for the purposes of acquiring a Right-of-Way between Laverne M. Dorne, LLC, as owners, and Augusta, Georgia, as optionee, in connection with the East Augusta Roadway and Drainage Improvement Project, 0.59 acre (25,814 sq. ft.) in fee simple and (N/A sq. ft.) of permanent drainage and utility easement, more or less; and (N/A sq. ft.) of temporary construction easement from property located at: 540 Aiken Street, private, at the purchase price of \$7,228.00.

Background: The property owner has agreed to convey a certain right-of-way and easement to Augusta, Georgia, for the East Augusta Roadway and Drainage Improvement Project.

Analysis: The purchase of the referenced property is necessary for the project.

Financial Impact: The costs necessary for this purchase will be covered under the project budget.

Alternatives: Deny the Motion

Recommendation: Approve the Motion

Funds are Available in the Following Accounts: 327041110-5411120 209812010-5411120

REVIEWED AND APPROVED BY:

**Finance.
Law.
Administrator.**

Cover Memo

Item # 4

AUGUSTA, GEORGIA
OPTION FOR RIGHT-OF-WAY

GEORGIA, RICHMOND COUNTY

Received of Augusta, Georgia, the sum of one (\$1.00) dollar, the receipt whereof is hereby acknowledged, and in consideration of the benefits derived by me from the proposed project mentioned herein, I bind myself, my heirs, executors and assigns as follows:

If the said Augusta, Georgia, shall within 60 days after date hereof, pay me the sum of \$ 7,228.00, then the undersigned agrees to execute and deliver to Augusta, Georgia, fee simple title and easements to the land owned by the undersigned, which is shown reflected in color on the right-of-way map attached hereto and made a part hereof by reference, to be used for highway purposes on the EAST AUGUSTA ROADWAY AND DRAINAGE PROJECT, being Tax Map 061-3, Parcel(s) 206, consisting of 0.59 acres (25,814 sq. ft.) in fee, more or less, and N/A sq. ft. of permanent drainage, utility and maintenance easement, more or less, and N/A sq. ft. of temporary construction easement, more or less, on project EAST AUGUSTA ROADWAY AND DRAINAGE.

*****SPECIAL PROVISION*****

The said parcel of land as above indicated is shown upon plans on file in the office of Augusta Engineering, Augusta, Georgia, said plans being identified as the EAST AUGUSTA ROADWAY AND DRAINAGE PROJECT.

Witness my hand and seal this 25 day of Jan, 2012.

Signed, Sealed and Delivered
in the presence of:

Myra Schultz
Unofficial Witness

Forrest M. Hensley, Jr.
NOTARY PUBLIC



Laverne M. Dome (L.S.)
Laverne M. Dome, LLC

_____(L.S.)

_____(L.S.)

Accepted by:
AUGUSTA, GEORGIA

Administrator

DATE

Tax Map 061-3, Parcel(s) 206.

INITIALS _____

NOTES

- EQUIPMENT USED: TRIMBLE S-3 AND PRISM & TRIMBLE R-8, DUAL FREQUENCY GPS RECEIVER.
- DATE OF FIELD WORK: OCTOBER 18, 2011
- THE FIELD DATA UPON WHICH THIS MAP IS BASED WAS PERFORMED BY OPEN TRAVERSE WITH NO CLOSURE.
- THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE SEARCH. UTILITIES ARE SHOWN BASED ON LOCATION OF ABOVE GROUND EVIDENCE.
- THIS PLAY HAS A PRECISION OF 1 FOOT IN 44,828 FEET.
- 5/8 INCH REBAR PINS SET AT ALL CORNERS UNLESS OTHERWISE NOTED.
- ACCORDING TO FLOOD INSURANCE RATE MAPS 13245C0130G & 13245C0135G: AREA IS SHOWN AS BEING PROTECTED FROM THE 1-PERCENT ANNUAL CHANCE OR GREATER FLOOD HAZARD BY A LEVEE SYSTEM. OVERTOPPING OR FAILURE OF ANY LEVEE SYSTEM IS POSSIBLE.

LEGEND

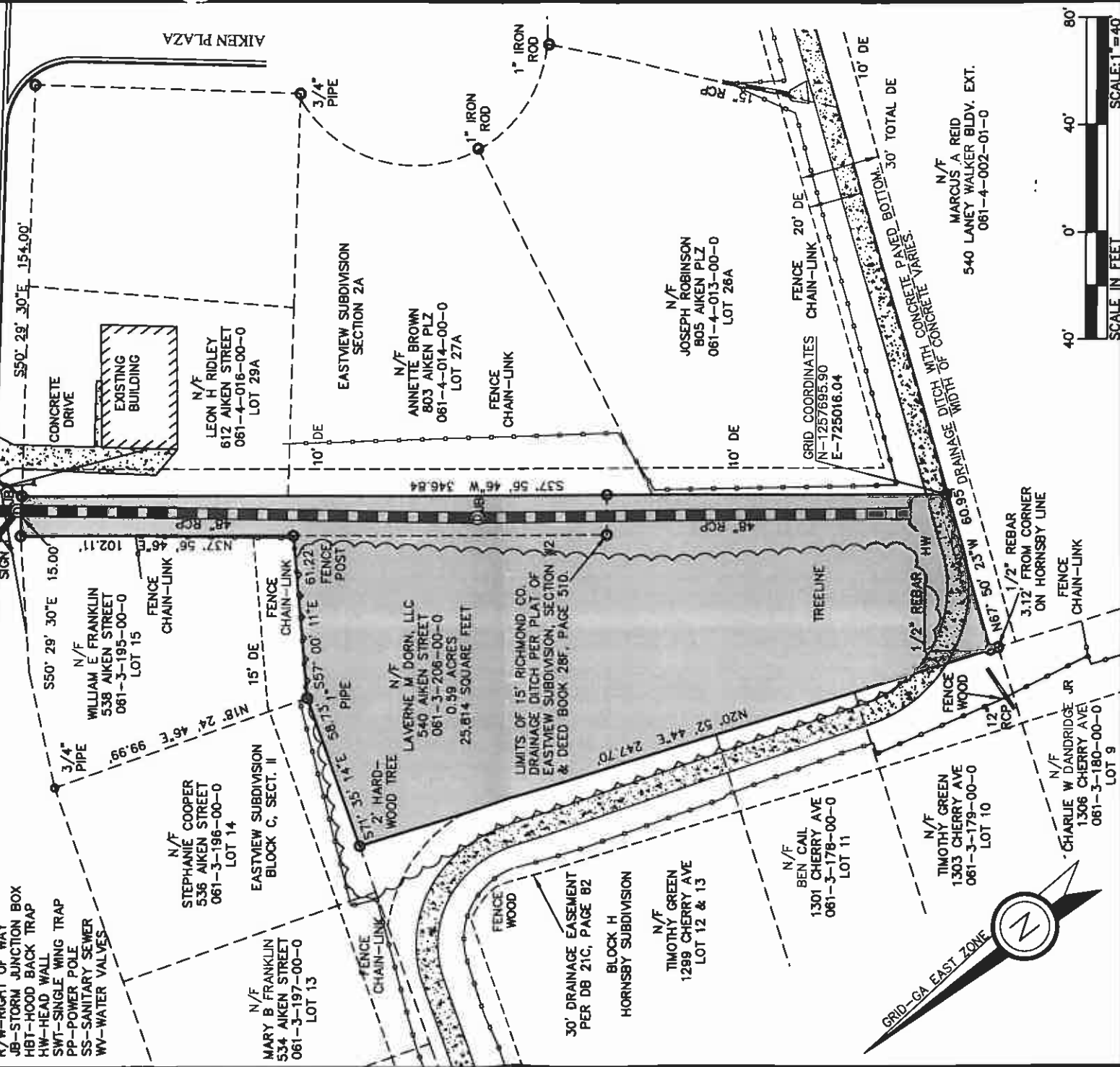
DE-DRAINAGE EASEMENT
RCP-REINFORCED CONCRETE PIPE
DB-DEED BOOK
N/F-NOW OR FORMERLY
R/W-RIGHT OF WAY
JB-STORM JUNCTION BOX
HBT-HEAD BACK TRAP
HW-HEAD WALL
SWT-SINGLE WING TRAP
PP-POWER POLE
SS-SANITARY SEWER
WW-WATER VALVES

PROPERTIES INFORMATION

OWNER	TAX ID#	ACQUIREMENT TYPE	AREA
LAVERNE M. DORN, LLC	061-3-206-00-0	FEE SIMPLE	25,814 SQ. FT. (0.59 AC)



number 1 of Page 2



PLAT
FOR

AUGUSTA RICHMOND COUNTY COMMISSION

PROPERTY LOCATED AT 540 AIKEN ST., PARCEL NO. 061-3-206-00-0

STATE:	GEORGIA
COUNTY:	RICHMOND
JOB NO.:	11-0019
SCALE:	1"=40'
F.L.D.:	RCS BR
DRN:	RCS
CHK:	RCS
DATE:	11/2/2011
FILE:	11-0019-DORN.DWG

AUGUSTA-RICHMOND COUNTY ENGINEERING DEPARTMENT

505 TELFAIR STREET, AUGUSTA, GEORGIA 30901

Tel. (706)-796-5040 Fax (706)-796-5045

ABIE L. LADSON, P.E., DIRECTOR



Engineering Services Committee Meeting
2/13/2012 1:00 PM
Wrightsboro Road Widening, Phase I - Bid Item-09-170 (SA3)

Department: Abie L. Ladson, PE, CPESC, Director

Caption: Approve Capital Project Budget 324-041110-201824333 and Supplemental Agreement Number Three to Cranston Engineering Group, PC, in the amount of \$86,790.00 to provide Interchange Modification Report (IMR), as required by FHWA, for the Wrightsboro Road Widening, Phase I project. Funding is available in the project engineering account for the Engineering Department.

Background: Phase I of the Wrightsboro Road Widening Project was part of SPLOST Phase IV and called for traffic operational improvements along Wrightsboro Road between Augusta West Parkway and Marks Church Road. The area covered by this project is adjacent to Augusta Mall and I-520 and is essential to the regional mobility of this area. As the project has progressed, some elements have required more complex design than originally anticipated, especially around the interchange to improve operations of the corridor in conjunction with the DOT widening project east of Bobby Jones. Moreover, during a concept meeting with FHWA, they requested that bike lanes be added to the design. To that end, based on the extent of construction and modification of the interchange operation, FHWA requires submission and approval of an interchange modification report (IMR). The scope of this supplemental agreement is for providing an approved IMR.

Analysis: Due to the complexity of the design associated with the proposed interchange modification, funding is requested to cover an approved interchange modification report.

Financial Impact: Funds are available in the project engineering 324-041110-5212115-201824333 upon Commission's approval.

Alternatives: 1) Approve Capital Project Budget 324-041110-201824333 and Supplemental Agreement Number Two to Cranston Engineering Group, PC, in the amount of \$86,790.00 to provide approved interchange modification report (IMR) for the Wrightsboro Road Widening, Phase I project. Funding is available in the project

engineering account for the Engineering Department. 2) Do not approve and cancel project.

Recommendation: Approve Alternative Number One.

**Funds are Available
in the Following
Accounts:** 324-041110-5212115/201824333-5212115

REVIEWED AND APPROVED BY:

**Finance.
Procurement.
Law.
Administrator.
Clerk of Commission**

Please do not process this document. Once approved by the Commission the original will be sent to the Clerk of Commission for execution. For information reference this request, contact Engineering at ext 5070. Thanks

SUPPLEMENTAL AGREEMENT

Augusta Richmond County Project Number(s):	324-041110-201824333
Supplemental Agreement Number:	3
Purchase Order Number:	179102

WHEREAS, We, “**Cranston Engineering Group**” Consultant, entered into a contract with Augusta-Richmond County on “April 1, 2010”, for engineering design services associated with the “**Wrightsboro Rd. Widening Phase I**”, Project No. 324-041110-201824333, File Reference No. 10-014 (A), and

WHEREAS, certain revisions to the design requested by Augusta-Richmond County are not covered by the scope of the original contract, we desire to submit the following Supplemental Agreement to-wit:

Engineering Services to provide Interchange Modification Report

It is agreed that as a result of the above described modification the contract amount is increased by **\$86,790.00** from **\$262,700.00** to a new total of **\$349,490.00**

Any modifications to submittal dates shall be as identified in the attached proposal. This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

NOW, THEREFORE, We, “**Cranston Engineering Group**”, Consultant, hereby agree to said Supplemental Agreement consisting of the above mentioned items and prices, and agree that this Supplemental Agreement is hereby made a part of the original contract to be performed under the specifications thereof, and that the original contract is in full force and effect, except insofar as it might be modified by this Supplemental Agreement.

This _____ day of _____, 2012.

RECOMMEND FOR APPROVAL:

CITY OF AUGUSTA-RICHMOND COUNTY
AUGUSTA, GEORGIA

Honorable Mayor, Deke Copenhaver

Approved: Date _____
[ATTACHED CORPORATE SEAL]

ATTEST:

Title: _____

Approved: Date _____
[ATTACHED CORPORATE SEAL]

ATTEST:

Title: _____ Item # 5

CPB# 324-041110-201824333

Please do not process this document. Once approved by the Commission the original will be sent to the Clerk of Commission for execution. For information reference this request, contact Engineering at ext 5070. Thanks

Augusta-Richmond County, Georgia

CAPITAL PROJECT BUDGET WRIGHTSBORO ROAD WIDENING, PHASE I (Augusta West Parkway to Marks Church Road)

BE IT ORDAINED by the Commission-Council of Augusta-Richmond County, Georgia that the following Capital Project Budget is hereby authorized:

Section 1: The project is authorized for CPB# 324-041110-201824333. This project is for **Wrightsboro Road Widening, Phase I** design cost associated with the Interchange Modification Report on the project for Supplemental Agreement Number Three for Cranston Engineering Group in the amount of \$86,790.00. Funds are available in the project engineering account.

Section 2: The following revenues are anticipated to be available to the Consolidated Government to complete the project.

Special 1% Sales Tax, Phase IV	\$ 2,782,000
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Section 3: The following amounts are appropriated for the project:

	By Basin	By District
Raes Creek	\$2,782,000	7th \$2,782,000

Section 4: Copies of this Capital Project Budget shall be made available to the Comptroller for direction in carrying out this project.

Adopted this _____ day of _____.

Approved

Honorable Deke Copenhaver, Mayor

Original-Commission Council Office
Copy-Engineering Department
Copy-Finance Department
Copy-Procurement Department

For information reference this request, contact Engineering at ext 5070. Thanks

1824333

Augusta-Richmond County, Georgia

**CAPITAL PROJECT BUDGET
WRIGHTSBORO ROAD WIDENING, PHASE I
(Augusta West Parkway to Marks Church Road)**

<u>SOURCE OF FUNDS</u>	<u>CPB AMOUNT CPB</u>	<u>CPB CHANGE</u>	<u>NEW CPB</u>
SPECIAL 1% SALES TAX, PHASE IV 324-04-1110-201824333	\$2,782,000	\$0	\$2,782,000
TOTAL SOURCES:	\$2,782,000	\$0	\$2,782,000
<u>USE OF FUNDS</u>			
ENGINEERING 324-04-1110-5212115-201824333	\$398,000	\$0	\$398,000
ADVERTISING 324-04-1110-5233119-201824333	\$2,000	\$0	\$2,000
CONTINGENCY 324-04-1110-6011110-201824333	\$2,382,000	\$0	\$2,382,000
TOTAL USES:	\$2,782,000	\$0	\$2,782,000



Cranston Engineering Group, P.C.
ENGINEERS - PLANNERS - SURVEYORS

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DENNIS J. WELCH, PE

J. CRAIG CRANSTON, PE, RLS
(RETIRED)

February 2, 2012

Mr. Steve Cassell, P.E.
Augusta Engineering Department
507 Telfair Street
Augusta, Georgia 30901

Re: Wrightsboro Road Widening Phase I
Additional Services Request
Project # 324-01-201824333
CEG Project No. 2009-0038

Dear Mr. Cassell:

In accordance with your request, we are pleased to offer the following proposal for accomplishing the necessary engineering services to complete the Interstate Modification Report (IMR) as requested by the Federal Highway Administration (FHWA). This letter outlines the project as we understand it, the scope of services offered, and the proposed fees.

PROJECT DESCRIPTION:

Cranston Engineering Group has completed conceptual design and begun the preliminary design of the Wrightsboro Road corridor between I-520 and Marks Church Road, inclusive of the contraflow left interchange that was recommended. The VISSIM analysis and draft traffic study have been completed. We have met with both the Georgia Department of Transportation (GDOT) and FHWA to review the proposed revisions to the corridor and specifically the I-520 Interchange. During these reviews, FHWA requested that an IMR be completed for the proposed interchange modifications. However, to complete the desired report, additional services outside the original scope will be required. Given the complex nature of the IMR, we are proposing to utilize Parsons Brinckerhoff to assist us in providing this specialized report.

SCOPE OF WORK:

We propose to provide the following services associated with completing the Interstate Modification Report for the contraflow left interchange concept:

- Prepare an interstate modification report based on the analysis results completed for the preferred concept. It is assumed that the traffic data analyzed in the previous phase will be sufficient to conduct the IMR and that the future traffic is approved by GDOT Office of Planning; no additional count data collection or analysis is proposed.

Item # 5

Mr. Steve Cassell, P.E.

February 2, 2012

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- Provide planning and environmental analysis and information to respond to FHWA's policy guidance (8 critical issues) and include all traffic analysis and planning studies necessary for submittal to and approval by FHWA.
- Include concept plans and develop concept signing plans per requirements of FHWA.
- Prepare IMR document, submit to FHWA and respond to review comments as necessary.
- Attend up to two project review meetings with FHWA and GDOT.

Assumptions:

- No traffic data collection is assumed, as the project data will be provided by the approved traffic report and interstate and ramp data provided from GDOT databases.
- This task includes an environmental screening level analysis to identify resources but does not include an environmental work to support a National Environmental Policy Act (NEPA) process (EA/FONSI). If environmental work is required for project approval, this would be done under an additional scope of work and budget.

FEE PROPOSAL:

Our fee for these services will be a lump sum of \$86,790.00. We would expect to submit periodic invoices as the work progresses and to receive payment within thirty days thereafter.

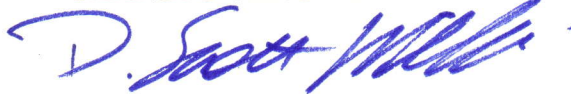
TIME OF COMPLETION:

We are prepared to begin this additional work at your direction and expect to have the IMR completed within one hundred twenty (120) days of receiving your notice to proceed, exclusive of review times.

We appreciate the opportunity of making this proposal and trust that you find it satisfactory. We will consider your written notice or your revised purchase order as our notice to proceed. Should you have any questions concerning the scope of services, schedule, or fee, please do not hesitate to contact me.

Sincerely,

CRANSTON ENGINEERING GROUP, P.C.



D. Scott Williams, P.E.

DSW/vlk