



CONSULTANT SERVICES

AGREEMENT

WALTON WAY

SIGNAL MODERNIZATION

PHASES II AND III

PROJECT NUMBER: XXX-XX-XXX

Augusta, GA Engineering Department
Engineering Division
POC: Steven J. Cassell, PE, PTOE, Assistant Director
~Kimley-Horn and Associates~



CONSULTANT SERVICES AGREEMENT

WALTON WAY SIGNAL MODERNIZATION PHASES II AND III

PROJECT NUMBER: XXX-XX-XXX

TABLE OF CONTENTS:

REQUEST FOR QUALIFICATIONS.....

SCOPE OF SERVICES.....

CONTRACTOR'S QUALIFICATIONS.....

FEE PROPOSAL.....

ADDENDUM(S).....

AGREEMENT.....

GENERAL CONDITIONS.....

TIA SPECIAL PROVISIONS.....

ATTACHMENT B.....

✚ Statement Of Non-Discrimination.....

✚ Non-Collusion Of Prime Bidder/Offeror.....

✚ Conflict Of Interest Statement.....

✚ Contractor Affidavits and Agreement.....

✚ E-Verify Documentation.....

✚ Save Program.....

APPENDIX A

✚ Standard Specifications

Augusta, GA Engineering Department

REQUEST FOR QUALIFICATIONS

**CONSULTANT SERVICES AGREEMENT
WALTON WAY SIGNAL MODERNIZATION PHASES II AND III
PROJECT NUMBER: XXX-XX-XXX**

Request for Qualifications

Request for Qualifications will be received at this office until Tuesday, September 17, 2013 @ 11:00 a.m. for furnishing:

RFQ Item #13-183 **Walton Way Signal Modernization Phases II & III for Engineering Department**

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

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

Request for Qualification (RFQ) documents may be viewed on the Augusta Georgia web site under the Procurement Department **ARCbid**. RFQ 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 Friday, August 30, 2013 @ 5:00 P.M. No Proposal will be accepted by fax, all must be received by mail or hand delivered.

No qualifications may be withdrawn for a period of **90** days after time has been called on the date of opening.

Request for qualifications (RFQ) and specifications. An RFQ 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 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 RFQ 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 RFQ number on the outside of the envelope.

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

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle August 8, 15, 22, 29, 2013
Metro Courier August 14, 2013

cc: Tameka Allen Deputy Administrator
 Bill Shanahan Deputy Administrator
 Abie Ladson Engineering Department
 Hameed Malik Engineering Department

Revised: 8/15/2011

Augusta, GA Engineering Department

SCOPE OF SERVICES

**CONSULTANT SERVICES AGREEMENT
WALTON WAY SIGNAL MODERNIZATION PHASES II AND III
PROJECT NUMBER: XXX-XX-XXX**

**WALTON WAY SIGNAL MODERNIZATION
PHASES II AND III
PROJECT NUMBER: N/A**

SCOPE OF SERVICES

The work will consist of the design of signal operational improvements of the Walton Way corridor between Druid Park Avenue and Heard Avenue (Phase II) and between Milledge Road and Bransford Road (Phase III) in Augusta, GA. The primary scope of work will be the upgrading of the existing signal and communications system, as well as signal timing and ADA improvements.

The scope of work includes concept development, environmental analysis, surveys and mapping, preliminary construction plans, final Right-of-Way plans (including staking the Right-of-Way) and final construction plans. All require engineering studies such as capacity analyses, drainage design (including design of major structures), erosion control plans, and stage construction/maintenance of traffic are part of the scope of services. **The consultant or consultant team must be prequalified with the Georgia Department of Transportation in all applicable areas of work.**

Firm will be evaluated based on possession of high ethical and professional standing, recent experience in designing similar projects, qualifications of personnel, stability of the firm and its work force, ability to complete the work on time and within the budget, knowledge of design criteria (Georgia Department of Transportation policies and procedures, FHWA policies, and ASSHTO guidelines), financial soundness of the firm, and ability to produce deliverables in an acceptable electronic format. In order for a firm to be considered, a principal and a member of the design team must be registered as professional engineers as appropriate to the scope of work, in their state of residence and the State of Georgia.

Augusta-Richmond County strongly encourages the solicitation of interest from Disadvantaged Business Enterprises (DBE), and any selection made as a result of this notice will be made without regard to race, color, religion, sex, or national origin. For more information regarding DBE definitions and requirements, please contact Ms Yvonne Gentry, DBE Coordinator, at (706) 821-2406.

For this project, all drafting and design work shall be done utilizing Microstation and CAiCE software respectively.

Submittals of Firm information and qualification should be no more than (15) pages in length (exclusive of cover and index sheets) and should include the following information.

1. Firm name, address, telephone number, former firm names, official Georgia address (if applicable), joint venture partner information (if applicable), and subconsultant (including DBEs and percentages) to be used by the firm. If the firm has branch office, state which office will be performing the majority of the work.
2. The gross income of the firm for the past five years and the average and maximum number of permanent employees.
3. A brief description of similar roadway design projects undertaken (including both design and construction cost) in the past five years, including current projects. For each roadway project include the number of temporary and permanent employees used, the project owner, and contact name and telephone number.
4. Names of principals and key personnel who will perform the work. Personnel information should include professional registrations (type, number and state(s) where registered) and experience on similar projects.
5. A summary of project understanding (it is expected that firms will make an on-site inspection of the project area), a project schedule, and a brief description of the firm's document and quality control.

Augusta, GA Engineering Department

CONTRACTOR'S QUALIFICATIONS

**CONSULTANT SERVICES AGREEMENT
WALTON WAY SIGNAL MODERNIZATION PHASES II AND III
PROJECT NUMBER: XXX-XX-XXX**

January 10, 2014

Steve Cassell
Assistant Director
Traffic Engineering Division
City of Augusta Engineering Department
505 Telfair Street
Augusta, Georgia 30901

■
Suite 601
817 West Peachtree Street, NW
Atlanta, Georgia
30308

Re: Walton Way Signal Modernization, Phases II & III
Augusta, Georgia

Dear Steve:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to the City of Augusta ("Client" or "the City") for providing design services for the above referenced project.

PROJECT UNDERSTANDING

The Walton Way Signal Modernization, Phases II & III projects will consist of traffic signal upgrade designs, traffic signal interconnect and Advanced Traffic Management System (ATMS) design, and traffic signal timing for 12 signals along the Walton Way corridor from Bransford Road to Druid Park Avenue. The traffic signal upgrade designs will include replacing the existing span wire installations with decorative mast arms, upgrading cabinet and controller equipment, and upgrading pedestrian infrastructure. Additional aspects of the project include a corridor study to determine operational improvements along Walton Way, a tree evaluation at the traffic signal upgrade locations, and lighting design along the entire corridor.

It is understood that Phases II and III are two separate projects and will be invoiced as two projects; however, the design package will include both Phases II and III for constructability purposes.

Phase II includes intersections from Heard Avenue to Druid Park Avenue, and Phase III includes intersections from Bransford Road to Milledge Road. The following 12 locations will be included in the project:

Phase II

1. Walton Way @ Heard Avenue
2. Walton Way @ Baker Avenue
3. Walton Way @ Crawford Avenue
4. Walton Way @ Druid Park Avenue

Phase III

5. Walton Way @ Bransford Road
6. Walton Way @ Lake Forest Drive
7. Walton Way @ Highland Avenue
8. Walton Way @ Montc Sano Avenue
9. Walton Way @ Fleming Avenue / GRU Entrance
10. Walton Way @ Johns Road
11. Walton Way @ Episcopal Day School Pedestrian HAWK Signal
(Proposed installation)
12. Walton Way @ Milledge Road

SCOPE OF SERVICES

Kimley-Horn will provide the services specifically set forth below for Phases II and III.

Task 1 – Project Management

This task will consist of general project management, administrative, and accounting activities for the project. It will further consist of a kick-off meeting with City staff and project stakeholders, project status and review meetings throughout the life of the project, preparing and distributing project correspondence, scheduling of review meetings and activities, periodic project status reporting, and discussion of any project issues throughout the life of the project.

Task 1.1 – Kick-off Meeting

Kimley-Horn will coordinate and facilitate a kick-off meeting with City staff after the official notice-to-proceed has been granted. The purpose of this meeting will be to introduce the participants to the project, review project scope, review the project schedule, discuss key issues and agency goals for the project, and identify other issues so they can be resolved early in the process. Kimley-Horn will prepare and distribute agendas and minutes for the meeting.

Task 1.2 – Project Meetings

Kimley-Horn will coordinate and facilitate periodic project meetings – a total of up to three (3) excluding the kick-off meeting – at a location in Augusta (to be determined by City staff). Each meeting will consist of project status updates, schedule review, submittal reviews, and discussion of upcoming milestones for both the project team and City staff. Kimley-Horn will prepare and distribute agendas and minutes for each meeting.

Task 2 – Data Collection

This task will encompass the collection of the base mapping and survey data necessary for the development of the design plan sheets for this project. In addition, field visits will be performed by Kimley-Horn staff at each of the project intersections.

Task 2.1 – Survey of Existing Features

Upon Notice to Proceed from the Client, Kimley-Horn will team with Toole Surveying Company, Inc. (TSC) to perform topographic surveys of the 12 project intersections. The width of the survey for each intersection is defined as 400 feet beyond the center of the intersection along Walton Way, and 200 feet beyond the center of the intersection along the side streets. The survey will be performed per Georgia Department of Transportation (GDOT) specifications and will be delivered in InRoads for design in MicroStation V8i. The existing edges of pavement, existing pole type and locations, span or mast arm configuration, cabinet location, existing pedestrian features, and existing pavement markings will be located. Topographic information will be gathered at the corners of the intersection and within the center of the intersection, so that proper signal head clearance can be achieved. Storm and sanitary sewer lines will be located within the project area as well as above ground utility facilities and utility pole locations. Trees with a caliper of 10” and above will be located. Property lines will be located as well. TSC will coordinate with CSRA Utility Marking to provide “spray locations,” though no direct location methods (including potholing) or subsurface utility exploration activities will occur. Utility line heights from the road of the lowest aerial utility line will be provided. No formal Client review and approval is anticipated.

Task 2.2 – Assemble Base Mapping and Perform Field Inventory

This subtask includes the acquisition of available base mapping and aerial photography for use in the development of the traffic signal upgrades, traffic signal interconnect design, and the traffic signal timing study. It is anticipated that the base mapping will consist of the following:

- Traffic signal upgrades base mapping will consist of the topographic survey provided by TSC, including underground utility spray locations.
- Traffic signal interconnect and lighting design base mapping will consist of GIS data and/or aerial photography provided by the City of Augusta. Underground utility spray locations will not be conducted. Kimley-Horn will coordinate with affected underground utility companies to markup the traffic signal interconnect and lighting design GIS base mapping with the approximate location of underground utilities.

Kimley-Horn staff will team with W.R. Toole Engineers, Inc. (WRT) to perform a field inventory at every intersection to verify the survey, catalog the traffic signal equipment at each intersection and cabinet, and determine any pedestrian infrastructure upgrades that are required per the Americans with Disabilities Act (ADA). Photographs will be taken of all approaches, corners, and any area with ADA compliance issues. Kimley-Horn will take the gathered information from the surveys, GIS, aerial photography, and field visits to assemble the base mapping to use as the design plan sheets.

Task 2.3 – Traffic Data Collection

Traffic data collection services will be provided by our subconsultant, National Data & Surveying Services (NDS). These services will consist of 7-day volume counts and turning movement counts.

The 7-day volume counts will consist of tube counts for five (5) locations along the Walton Way project corridor to be determined by the City and Kimley-Horn during the kickoff meeting. The tube counts will be completed for each intersection to determine schedules for peak periods and to analyze speed data.

Turning movement counts will be conducted for the 12 intersections during weekday (Tuesday to Thursday) AM, Mid-Day (MD), and PM peak hours. Traffic counts will be conducted while school is in session and not during major holidays, inclement weather conditions, or traffic incidents. Weekend turning movement counts will not be conducted; Kimley-Horn will develop weekend turning movement counts by utilizing data obtained from the weekend tube count data.

Task 2.4 – Mast Arm and ATMS Research

It is assumed that the City of Augusta preferred signal design is decorative mast arms with luminaire attachments. Kimley-Horn will research signal mast arm vendors to develop a list of options for decorative mast arm features, including but not limited to, curved mast arms, straight mast arms, decorative scrolls/emblems, and fluted poles. Mast arm options will be digitally rendered at critical intersections as discussed in Task 8.2, and Kimley-Horn will present the City of Augusta with the list of options at a project status meeting.

Kimley-Horn will research the existing Regional ATMS Master Plan to determine its applicability to this project. Kimley-Horn will research ATMS elements that may be considered for this project, including but not limited to, CCTV camera types, vehicle detection technologies, bus transit priority technologies, and emergency vehicle preemption. Kimley-Horn will present the City of Augusta with a list of options at a project status meeting. No vendor demonstrations will be performed as part of this scope of services.

Task 3 – Traffic Signal and Pedestrian Upgrades

This task encompasses the preparation of construction documents for traffic signal upgrade designs at the 12 project intersections. Furthermore, it will consist of pedestrian infrastructure upgrades, including ADA ramp upgrades and pedestrian signalization upgrades.

Task 3.1 – Preliminary Plans (60% Submittal)

The 12 signal upgrade designs will be based on GDOT and City standards, existing and proposed intersection geometrics, and will include the following: proposed pole locations, proposed controller input file assignments, proposed signal head locations, proposed phasing diagrams, proposed vehicle detection locations, proposed conduit and junction box locations, proposed pedestrian push button and pedestrian displays, and necessary notes.

WRT staff will provide the design of locations for pedestrian ramp upgrades and crosswalk to comply with the ADA requirements at the traffic signal upgrade locations. Any additional sidewalk, roadway, and/or drainage improvements that are cataloged during the field inventory stage will be documented during field inventory and presented to the City of Augusta in a memo format. The design of

such elements are not included within this scope of services, but if necessary are covered as part of the Additional Services (Task 11).

Prior to submitting the preliminary signal plans, Kimley-Horn staff will perform a field visit to ensure that the plans do not include any construction challenges. Upon completion of the preliminary plans, Kimley-Horn will submit one (1) full-size and two (2) half-size sets to the City for review and comment. The design plans will be at a scale of 1"=30'.

Kimley-Horn will attend up to one (1) field review meeting with City staff and any affected utility owners.

Task 3.2 – Final Plans (90% and 100% Submittal)

After obtaining review comments from the City, the signal design plans will be modified and resubmitted as a 90% submittal. Kimley-Horn will submit one (1) full-size and two (2) half-size sets to the City for final review. Once final review comments are received, Kimley-Horn will submit one (1) full-size and two (2) half-size sets to the City. Digital files of the final design will be provided as necessary. The deliverable for this task will consist of final signal designs that are suitable to be released for construction. The final signal designs, ATMS design, and lighting design will be submitted as one construction documents package.

Task 4 – Traffic Signal Interconnect / Advanced Traffic Management System (ATMS) Design

This task involves the design of approximately 3.1 miles (16,500 feet) of fiber optic interconnect connecting the 12 project intersections along the Walton Way corridor to the intersection of Walton Way at 15th Street. It further consists of the design of other ATMS elements, including up to four (4) CCTV camera locations eight (8) system detector locations, emergency vehicle preemption, and bus signal priority. It is assumed that the fiber optic interconnect will be installed underground where feasible.

Task 4.1 – Interconnect and ATMS Field Survey

In addition to the field survey that is to be performed as a part of Task 2.2, an additional survey will be conducted by Kimley-Horn staff along the corridor to develop a preliminary routing plan for the proposed underground fiber optic interconnect. Field survey of up to four (4) potential CCTV camera locations will be performed, which will include bucket truck surveys to determine the appropriate locations for CCTV cameras. Kimley-Horn will coordinate with the City staff to utilize a bucket truck for this task. This task will also consist of the assessment of appropriate critical locations for up to eight (8) system detector locations.

Task 4.2 – Preliminary Plans (60% Submittal)

Utilizing the information gathered in the above tasks, Kimley-Horn will develop preliminary interconnect and ATMS design plans along the Walton Way corridor. The designs will be based on existing and proposed roadway geometrics, underground utility locations provided by the utility companies, and GDOT and the City design standards and requirements.



Prior to submitting the preliminary signal plans, Kimley-Horn staff will perform a field visit to ensure that the plans do not include any construction challenges. Upon completion of the preliminary plans, Kimley-Horn will submit one (1) full-size and two (2) half-size sets to the City for review and comment. The interconnect design plans will be at a scale of 1"=100'.

Kimley-Horn will attend up to one (1) field review meeting with City staff and any affected utility owners.

Utility Make Ready (UMR) plans, aerial attachment points, or fiber optic splicing details are not included as part of this scope of services but may be added as an Additional Service (Task 11).

Task 4.3 – Final Plans (90% and 100% Submittal)

After obtaining review comments from the City, the signal design plans will be modified and resubmitted as a 90% submittal. We will submit one (1) full-size and two (2) half-size sets to the City for final review. Once we obtain final review comments, we will submit one (1) full-size and two (2) half-size sets to the City. Digital files of the final design will be provided as necessary. The deliverable for this task will consist of final interconnect designs that are suitable to be released for construction. The final signal designs, ATMS design, and lighting design will be submitted as one construction documents package.

Task 4.4 – Technical Specifications Development

This subtask develops the special provisions that will be used for the final bidding and construction documents. It is understood that the *GDOT Standard Specifications Construction of Transportation Systems* and any City specifications will serve as a base for the special provisions for this project. Kimley-Horn will develop project specific technical specifications that are not covered within those documents.

Task 5 – Lighting Design

Kimley-Horn's subconsultant Johnson, Laschober & Associates, P.C. (JLA) will provide a lighting design along Walton Way. JLA will provide registered professional electrical engineers in Georgia and approved by GDOT to provide recommendations, design, specifications, bid phase and construction phase services required for the project. Design will be based on the American Association of State Highway and Transportation Officials (AASHTO) policy Roadway Lighting Design Guide for the state of Georgia and the Illuminating Engineering Society of North America (IESNA).

- JLA will prepare the electrical base plan of existing conditions based on overall project topographic and utility survey base plan provided by project engineer. JLA will supplement the base plan with field work to locate and identify existing field conditions required to design new street lighting systems.
- JLA will prepare preliminary lighting and power distribution plans for Owner and project engineer review and comment.
- JLA will meet on-site to review plans with affected utility companies and their representatives. The meeting(s) is intended to serve as a design

coordination meeting to coordinate any required utility relocations required for the lighting portion of the project.

- Based on the City review and comment, JLA will prepare final lighting and power distribution plans and specifications for project engineer use in preparing bid and construction drawings. During the design phase, JLA will coordinate required utility relocations with effected utility companies. Design coordination will be reflected in project plans and specifications.

The final signal designs, ATMS design, and lighting design will be submitted as one construction documents package.

Task 6 – Traffic Signal Timing

This task will comprise the development and implementation of coordinated traffic signal timings for the 12 project intersections.

Task 6.1 – Evaluate Existing Conditions / Operational Analysis

Using the data collected in the field, knowledge of the conditions seen during the field observations, and data provided by the City, a network will be developed for each peak using *Synchro* 8. Existing geometry and traffic volumes along with existing signal timings and settings provided by the City will be duplicated in *Synchro*. The *Synchro/SimTraffic* model will be developed using aerial photography as the background or GIS data provided by the City.

Once all field data has been collected and compiled, Kimley-Horn staff will perform an Operational Analysis for each of the intersections. Capacity analyses consistent with the Highway Capacity Manual 2000 will be performed when analyzing improvement options. Existing and proposed signal phasing/sequencing will be analyzed as well as identifying other possible operational improvements (i.e. pavement marking changes, geometric improvements, signal control equipment additions and/or upgrades, *Manual on Uniform Traffic Control Devices, 2009 Edition* (MUTCD) compliance, etc.).

As part of the Operational Analysis, a corridor study will also be performed to address the potential for a “road diet” along the Walton Way corridor. The corridor study will evaluate existing and projected roadway conditions. Capacity analyses for the existing 2014 traffic conditions as well as the projected 2017 and 2037 conditions will be performed using *Synchro* to determine delay and level of service (LOS). The projected 2017 and 2034 conditions will be based on the existing 2014 conditions plus additional background traffic growth (from historical counts). For the projected 2017 and 2034 conditions analyses, Kimley-Horn will provide analysis based on the existing roadway laneage as well as the recommended roadway laneage to serve the projected volumes.

The Operational Analysis will be compiled in a summary memorandum submitted to the City and discussed at a project status meeting.

Updated accident data will be collected from the City for the most recent complete three (3) years for this segment of Walton Way. Accident rates will be calculated and will be compared to the Statewide Averages provided by GDOT.

Any patterns or trends will be identified, analyzed, and discussed in the Operational Analysis summary memorandum.

Task 6.2 – Timing Plan Development

Kimley-Horn will prepare up to six (6) timing plans for each of the signalized intersections as follows:

- Weekday AM peak timing plan
- Weekday MD peak timing plan
- Weekday PM peak timing plan
- Weekday OFF peak timing plan
- Weekend peak timing plan
- Special event or incident management timing plan

Task 6.2.1 – Clearance Intervals

Using the criteria set forth in the *MUTCD, 2009 Edition*, and based on the City recommendations, Kimley-Horn staff will calculate and recommend values for the following local controller settings: minimum vehicular green, yellow clearance interval, all-red clearance interval, pedestrian walk time, and pedestrian flashing don't walk time. These values will be tabulated in a spreadsheet format and submitted to City staff for review and comment prior to finalization.

Task 6.2.2 – Cycle Length Evaluation

Kimley-Horn staff will begin the re-timing process with performing peak hour cycle length evaluations in *Synchro* by evaluating the natural cycle lengths and coordinatability factors for each signal. Using evaluations from *Synchro* along with knowledge gained via observations in the field, a cycle length will be recommended for each timing plan. Preliminary cycle length recommendations will be tabulated for staff review along with accompanying remarks. This information will then be provided to City staff and agreed upon prior to further timing plan development.

Task 6.2.3 – Split, Offset, and Phase Sequence Development

Once the cycle lengths for each period have been finalized, each intersection will be evaluated to determine the optimal phase splits for each vehicle movement. Next, phase sequencing and offset manipulation will be analyzed in an effort to maximize the arterial greenbands and reduce vehicle stops and delay. Both *Synchro* and *SimTraffic* will be used to analyze and observe coordination options. During the project status meeting, recommended timing plans will be reviewed by City staff and approved prior to field implementation.

Task 6.2.4 – TOD Clock Development

Using the tube counts collected in Task 2, Kimley-Horn staff will develop a Time-of-Day (TOD) clock for the signal system to determine the optimal timing plan for each hour of a typical weekday or weekend. The recommended TOD clocks will be submitted to City staff for review.

Task 6.2.5 – Traffic Responsive / Bus Signal Priority Development

After development of the TOD plans, Kimley-Horn will develop traffic responsive parameters to bring the TOD plans in based on actual traffic demand

on the roadway. As part of Task 4.1, Kimley-Horn will assess appropriate critical locations for system detectors that are to be utilized by the traffic responsive system for real-time traffic data collection. Kimley-Horn will develop bus signal priority timing parameters to be integrated into the proposed timing database.

Task 6.3 – Database Development and Testing

Using the approved timing plans from Task 4, updated TACTICS database files will be prepared by Kimley-Horn staff. The existing TACTICS database files provided by the City will be verified to determine if any modifications need to be made based upon geometric, phasing, or hardware changes that might have occurred. Next, Kimley-Horn staff will load the new timing plans into the TACTICS database and test the database in a controller lab to assess each timing plan for each signal for any errors prior to field implementation.

Task 6.4 – Field Implementation / Fine Tuning

After completion of Task 6.3, Kimley-Horn staff will coordinate with City staff to download the new timing data to the local controllers once field implementation begins. Kimley-Horn (and City staff, if desired) will conduct field observations of each signalized intersection.

Using time-space diagrams and engineering judgment, the coordinated timings will be verified as to effectiveness and fine-tuned as necessary. Progression, as well as split times, TOD settings, or other settings may be adjusted based on field observations. Kimley-Horn staff will drive the project corridors multiple times during each peak period on multiple days. During fine tuning, any immediate adjustments recognized will be made that day in the field, and these adjustments will be communicated to City staff. Up to three (3) days of fine tuning will be performed.

Once the standard TOD plans have been implemented and fine-tuned, Kimley-Horn will assist with the implementation and fine tuning of the bus signal priority system. Up to three (3) days of bus priority timing fine tuning will be performed.

Task 6.5 – ‘Before’ and ‘After’ Travel Time and Delay Studies

Kimley-Horn staff will collect and compile “before” conditions travel time and delay data for the Walton Way corridors during the weekday AM, MD, and PM peak periods prior to the implementation of the new timings.

Following implementation and fine-tuning of the new timings, “after” conditions will be collected for the corridor. The “after” travel time data will be collected once the system has had ample time to stabilize after the new timings have been implemented.

Following the implementation and fine-tuning of the bus priority signal timing, “after” conditions will be collected for the corridor.

Using the travel time data collected in the field, Kimley-Horn will prepare “before and after” comparisons using the following parameters:

- Total travel time

- Stopped time
- Average speed
- Number of stops
- Fuel consumption
- Emissions reductions

A minimum of six (6) successful travel time runs will be completed for each corridor. This data will be collected electronically using a laptop computer and a GPS unit.

Kimley-Horn will also collect “before” bus travel time information of one (1) bus system route along the corridor. Following the implementation and fine-tuning of the standard TOD timing plans, an “after” bus travel time study will be conducted. Following the implementation and fine-tuning of the bus priority signal timing, “after” bus travel time information will be collected, and a comparative analysis will be conducted and submitted to the City.

Task 6.6 – Effectiveness Study

Once all timings have been implemented and fine-tuned we will prepare a brief FINAL report. The FINAL report will summarize the following:

- Project overview
- Results of Before and After travel time runs
- Summary of all data collected
- Recommended improvements (from Operational Analysis)
- Timing plan data
- Results of field implementation/fine-tuning

Kimley-Horn will also develop a brochure style executive summary that is suitable for submission to a non-technical audience.

Task 7 – Tree Evaluation

JLA will work with a Registered Consulting Arborist to evaluate the trees within the project area and provide recommendations, design, specifications, and construction phase services required for the project. Tree evaluation will be incorporated into the overall design package.

Task 7.1 – Tree Inventory

JLA will perform an initial visual observation of all existing trees and other landscape elements within the corridor and develop a written preliminary evaluation. The observation is intended to determine which trees should be evaluated by a certified arborist and other landscaping that will be impacted by the project.

Based on the initial visual observation and the limits of the project, JLA and the project arborist will inspect trees for the purpose of evaluating the health and overall condition of each tree. A written report will be developed by the project arborist and submitted to the project engineer for review and comment.

Task 7.2 – Evaluation of Signal Design Impacts

JLA will evaluate the proposed signalization design and consult with the project engineer as to the impact of the design on the existing trees.

- Evaluation of tree removal – JLA will provide recommendations and specifications as appropriate
- Evaluation of tree trimming/pruning – JLA will provide recommendations and specifications as appropriate
- Evaluation of work adjacent to trees and/or mitigation work - JLA will provide recommendations, design, details and specifications as appropriate
- Evaluation of tree replacement – JLA will provide recommendations, design, details and specifications as appropriate
- Provide miscellaneous landscape design and consulting as required for project due to removal of existing landscaping and other landscape items

Task 8 – Concept Graphics / Renderings

Task 8.1 – Operational Analysis Concept Graphics

Utilizing the aerial mapping that will be provided by the City of Augusta, Kimley-Horn Landscape Architects will provide a concept graphic that illustrates the recommended “road diet” improvements needed as identified in the Operational Analysis (Task 6.1). The concept layout will illustrate, to the best extent possible, existing right-of-way, existing roadway laneage, and existing building structures. The concept graphic will also show edges of pavement, pavement striping, as well as the proposed recommended roadway improvements. The concept plan will be suitable for information purposes only. The concept graphic will not be of sufficient detail to construct improvements; however, they can be utilized by design engineers to develop construction drawings.

Additionally, based on the recommended improvement option, color renderings of recommended cross sections will be prepared. Kimley-Horn will provide up to three (3) plan graphic color illustrations of the recommended cross sections as approved by the City of Augusta. The color illustrations will be created by hand and digitally scanned with descriptive labels subsequently added. Kimley-Horn will provide the color illustrations to the client for their use in presenting the preferred improvement concepts to the public at public meetings or in print.

Kimley-Horn will submit the concept graphics and cross sections to the City for review and comment, and will attend one (1) project status meeting to review the graphics (included in Task 1.2). Any comments will be addressed and incorporated in a final submittal of the concept graphics and cross sections to the City.

Task 8.2 – Signal Design Renderings

Utilizing intersection photography collected during Task 2.2, Kimley-Horn staff will prepare digital renderings of proposed mast arm installations at the 12 project intersections. Four (4) critical intersections will be chosen to have up to three (3) renderings developed for each intersection, which will show multiple

options of mast arm types, luminaire arrangements, and other aesthetic options that were previously discussed at a project status meeting.

Kimley-Horn will submit the signal design renderings to the City for review and comment, and will attend one (1) project status meeting to review the graphics (included in Task 1.2). Any comments will be addressed and incorporated in a final submittal of the concept graphics and cross sections to the City.

Task 9 – Public Involvement

Under Task 9, we anticipate having to prepare for and attend up to one (1) public meeting. The intent of this meeting is to discuss the proposed traffic signal upgrades, ATMS designs, tree inventory, and lighting designs and to garner support for the improvement options. We, along with representatives from WRT and JLA, anticipate preparing for and attending one (1) public meeting

Additionally, the concept graphics and renderings (Task 8) will be used as displays during the public meeting.

Task 10 – Construction Phase Services

Kimley-Horn, along with representatives from WRT and JLA, will provide assistance to the City during the bid phase and will provide construction phase services for both of the construction projects (Phases II and III).

Task 10.1 – Bid Document Preparation

Kimley-Horn will prepare and assemble construction bidding documents, including specifications for the subject Work and the construction contract, based on the Client's standard general conditions for construction contracts. We will provide assistance to the City to issue bid packages for the submittal of quotations to perform the work. We will also respond to reasonable contractor requests for information that may arise during the bidding process on behalf of the City.

Task 10.2 – Construction Phase Services

Kimley-Horn staff will attend a Pre-Construction Conference prior to commencement of Work at the Site, for both of the projects (Phases II and III). Kimley-Horn will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to Client as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by Client.

Task 10.2.1 – Visits to Site and Observation of Construction

Consultant will provide on-site construction observation services during the construction phase. Consultant will make up to three (3) site visits. Such visits and observations by Consultant are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on Consultant's exercise of professional judgment. Based on information obtained during such visits and such observations, Consultant will evaluate whether Contractor's work is generally

proceeding in accordance with the Contract Documents, and Consultant will keep Client informed of the general progress of the Work.

The purpose of Consultant's site visits will be to enable Consultant to better carry out the duties and responsibilities specifically assigned in this Agreement to Consultant, and to provide Client a greater degree of confidence that the completed Work will conform in general to the Contract Documents. Consultant shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall Kimley-Horn have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

Consultant will recommend to Client that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, Consultant believes that such work will not produce a completed Project that conforms generally to Contract Documents.

Task 10.2.2 – Shop Drawings and Samples

Consultant will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

Task 11 – Additional Services (may be authorized at a later date)

Any services not specifically provided for in the above scope, as well as any changes in the scope the Client requests, will be considered additional services and will be performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Additional Meetings (all meetings beyond the four (4) listed in Task 1)
- Public Involvement Meetings (beyond the one (1) listed in Task 9)
- Additional Construction Phase Services
- Subsurface Utility Engineering (SUE)
- Utility Make Ready Plans
- Roadway/Sidewalk/Drainage Design
- Environmental Documentation
- Evaluation/design of other ATMS design elements
- Wireless Communications Survey
- Fiber Optic Splicing Design
- Additional Traffic Signal Designs/Modifications
- Additional Signal System Interconnection Design

- Additional Traffic Signal Timing
- Additional Renderings/Concept Graphics
- Others as requested by the Client\

INFORMATION PROVIDED BY CLIENT

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- GIS and aerial photography of the project corridor
- Most recent complete three (3) years of accident data along the project corridor
- TACTICS database with existing signal configurations and timing plans of each intersection

KIMLEY-HORN DELIVERABLES

Kimley-Horn will provide the following deliverables to the City of Augusta during the course of this project:

- Monthly invoicing – electronic and hard copy format
- Preliminary and Final Signal Design, ATMS Design, and Lighting Design Plans – electronic and hard copy format
 - Includes pedestrian infrastructure upgrades and tree evaluation inventory
- Preliminary and Final Engineer's Opinion of Probable Construction Cost
- Operational Analysis Summary Memorandum – electronic copy
- Concept graphics and renderings of proposed corridor improvements
- Concept renderings of mast arm signal and lighting installations
- Local controller settings recommendations spreadsheet – electronic copy
- *Synchro 8* files for both existing conditions and optimized conditions (including field implementation edits) – electronic
- TACTICS database files for the optimized conditions – electronic copy
- FINAL Effectiveness Study – hard and electronic copies
- Bid Documentation and Special Provisions

Augusta, GA Engineering Department

**FEE
PROPOSAL**

**CONSULTANT SERVICES AGREEMENT
WALTON WAY SIGNAL MODERNIZATION PHASES II AND III
PROJECT NUMBER: XXX-XX-XXX**

FEE AND EXPENSES

Kimley-Horn will perform the services described in Tasks 1 – 10 for both Phases II and III for the lump sum fees below. The lump sum fee includes separate funding set aside for future client authorized tasks. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

Phase II

Task 1 – Project Management	\$9,060
Task 2 – Data Collection	\$32,980
Task 3 – Traffic Signal and Pedestrian Upgrades	\$29,300
Task 4 – Traffic Signal Interconnect and ATMS Design	\$16,720
Task 5 – Corridor Lighting Design	\$21,600
Task 6 – Traffic Signal Timing	\$22,250
Task 7 – Tree Evaluation	\$5,800
Task 8 – Concept Graphics / Renderings	\$7,250
Task 9 – Public Involvement	\$4,290
Task 10 – Construction Phase Services	\$12,510
Expenses	\$3,030
<u>Force Account (used per Client's written authorization only)</u>	<u>\$8,240</u>
Total Phase II Lump Sum Fee	\$ 173,030

Phase III

Task 1 – Project Management	\$18,110
Task 2 – Data Collection	\$65,960
Task 3 – Traffic Signal and Pedestrian Upgrades	\$58,600
Task 4 – Traffic Signal Interconnect and ATMS Design	\$33,450
Task 5 – Corridor Lighting Design	\$43,200
Task 6 – Traffic Signal Timing	\$44,490
Task 7 – Tree Evaluation	\$11,600
Task 8 – Concept Graphics / Renderings	\$14,500
Task 9 – Public Involvement	\$8,590
Task 10 – Construction Phase Services	\$25,020
Expenses	\$6,070
<u>Force Account (used per Client's written authorization only)</u>	<u>\$16,480</u>
Total Phase III Lump Sum Fee	\$ 346,070

TOTAL LUMP SUM FEE (PHASES II AND III) **\$ 519,100**

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed and using the invoicing guidance previously provided by the Client. Payment will be due within 25 days of your receipt of the invoice.

SCHEDULE

We will provide our services as expeditiously as practicable with the goal of meeting a schedule to be agreed upon after being given Notice to Proceed by the Client.

CLOSURE

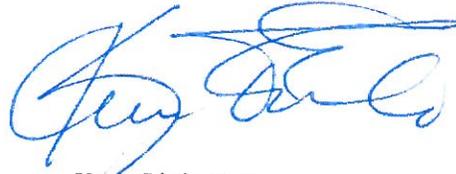
We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Sean Coleman, P.E., IMSA Level II
Project Manager



Kenn Fink, P.E.
Senior Associate

Attachment: Fee Schedule

**Cost Estimate - Man Hour Estimate
Walton Way Signal Modernization**

City of Augusta / Richmond County

TASKS	Sr. Traffic Engineer	Project Manager	Traffic Engineer	Landscape Architect	Traffic Analyst	Landscape Analyst	Clerical	Total
Coordination with Sub		4						
City Staff		4					4	8
with City Staff					4			8
Meetings (3 meetings)	10	12	10		12			44
	12	35	35		40			122
Subs - Duration of project		10			5		20	20
								15
	22	65	45	0	61	0	24	217
	\$4,400	\$8,450	\$6,300	\$0	\$6,100	\$0	\$1,920	\$27,170
Data		2			2			4
ation		2			2			4
oping		10			20			30
search	5	5	25		80			90
		25	25		35		4	35
								89
(KHA)	5	54	50	0	139	0	4	252
(KHA)	\$1,000	\$7,020	\$7,000	\$0	\$13,900	\$0	\$320	\$29,240
ints								\$7,400
g (surveying)								\$62,300
								\$98,940
Pedestrian Upgrades								
velopment (60% Plans)	5	60	5		240			310
iew		10			15			25
ackage	12	12	12		12			48
g		8			8		4	20
ment (90% Plans)		12	12		15			39
ment (100% Plans)	4	40	5		100			149
ackage		10	5		20			35
		8			8		4	20
(KHA)	21	160	39	0	418	0	8	646
(KHA)	\$4,200	\$20,800	\$5,460	\$0	\$41,800	\$0	\$640	\$72,900
pedestrian design								\$15,000
								\$87,900
Connect and ATMS Design								
velopment (60% Plans)	5	25			35		4	64
		30	5		90			130
iew		10			15			25
ackage	12	12	12		12			48
g		5			5		2	12
ment (90% Plans)		12	12		15			39
ment (100% Plans)	5	20	5		40			70
ackage		5	5		10			20
		8			8		4	20
	22	127	39	0	230	0	10	428
	\$4,400	\$16,510	\$5,460	\$0	\$23,000	\$0	\$800	\$50,170
consultant	5	10			25			40
(KHA)	5	10	0	0	25	0	0	40
(KHA)	\$1,000	\$1,300	\$0	\$0	\$2,500	\$0	\$0	\$4,800
esign)								\$60,000
								\$64,800
g		2			10			12
del	2	20			40			62
ment	2	20			60			82
arameters	8	20			40			68
ars	8	30			40			78
ent and Testing		5			30			35
ine Tuning		65			70			135
Times		4			60			64
	4	8			40		4	56
	24	174	0	0	390	0	4	592
	\$4,800	\$22,620	\$0	\$0	\$39,000	\$0	\$320	\$66,740
		5		5		10		20

Augusta, GA Engineering Department

ADDENDUMS

**CONSULTANT SERVICES AGREEMENT
WALTON WAY SIGNAL MODERNIZATION PHASES II AND III
PROJECT NUMBER: XXX-XX-XXX**



Procurement Department

Mrs. Geri Sams, Director

MAILED

TO:

All Bidders
Phyllis Johnson, Quality Assurance Analyst
Abie Ladson, Augusta Engineering Department

FROM:

Geri Sams *geri ps*
Procurement Director

DATE:

September 10, 2013

SUBJ:

Due Date Change and Responses to Vendor's Questions

RFQ ITEM:

RFQ #13-183 Walton Way Signal Modernization Phases II & III for Engineering Department

New RFQ Due DATE: Thursday, September 19, 2013 @ 3:00 p.m.

ADDENDUM NO. 1

This Addendum shall form a part of the referenced RFQ Item: 13-183, and any agreement entered into in connection therewith equally as if bound into the original document. Acknowledge receipt of this addendum on the Attachment B form.

The RFQ opening date for RFQ Item 13-183 Walton Way Signal Modernization Phases II & III has been changed:

FROM: Tuesday, September 17, 2013 at 11:00 a.m.

TO: Thursday, September 19, 2013 at 3:00 p.m.

Responses to Vendor's Questions

1. Question: The RFP requests "experience on similar GDOT projects." Is that limited to projects where GDOT was the client or can that include projects that were reviewed by GDOT and went through the GDOT PDP process where a municipality may have been the client?

Response 1: Similar large signal design projects will suffice; they don't have to be GDOT-specific.

2. Question: The RFP states that "a brief description of similar roadway design projects" should be provided. Was the intent to include roadway projects? Or should project descriptions be specific to signal design/ATMS projects?

Response 2: Looking for ATMs and signals as well as intersection improvement experience.

**Please acknowledge addendum in your submittal
END ADDENDUM**

Room 605 - 530 Greene Street, Augusta Georgia 30901
(706) 821-2422 - Fax (706) 821-2811

www.augustaga.gov

Register at www.demandstar.com/supplier for automatic bid notification



Scan this QR code with your smartphone or camera equipped tablet to visit the Augusta, Georgia

Augusta, GA Engineering Department

AGREEMENT

**CONSULTANT SERVICES AGREEMENT
WALTON WAY SIGNAL MODERNIZATION PHASES II AND III
PROJECT NUMBER: XXX-XX-XXX**

CONSULTANT SERVICES AGREEMENT

For

WALTON WAY SIGNAL MODERNIZATION

PHASES II AND III

PROJECT NUMBER: N/A

BETWEEN

AUGUSTA, GA ENGINEERING DEPARTMENT

AND

KIMLEY-HORN & ASSOCIATES, INC.

This Agreement is made and entered into this _____ day of _____, 2014 by and between Augusta, Georgia, hereinafter called the "CITY" and **KIMLEY-HORN & ASSOCIATES, INC.**, a Corporation authorized to do business in Georgia, hereinafter called the "**CONSULTANT.**"

for the design of signal operational improvements of the Walton Way corridor between Druid Park Avenue and Heard Avenue (Phase II) and between Milledge Road and Bransford Road (Phase III) in Augusta, GA.

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

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

Now, therefore, in consideration of the mutual promises and covenant herein contained, it is agreed by and between the **CITY** and the **CONSULTANT** that the **CONSULTANT** shall provide the design services of the Project.

DESIGN CRITERIA

The following publications shall be used as the basis for the engineering design services contained herein: Georgia Department of Transportation Standard Manuals and Specifications for the Construction of Roads and Bridges, current editions, and supplements thereto; American Association of State Highway and Transportation Officials (AASHTO) Manuals for Arterial Streets, Rural, Urban, and Interstate Highways, Manual of Uniform Traffic Control Design, Development Documents, The Augusta Utilities Design Standards and Construction Specifications, current edition.

The CONSULTANT shall gather from the CITY all available data and information pertinent to the performance of the services for the Project. The CITY 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 the CITY.

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

The CONSULTANT shall recommend and secure the CITY'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 the CITY, in the orderly preparation of the detailed construction contract plans, specifications, and contracts. The AED Plans Preparation Guidelines, current edition, shall be utilized in the production of plans for the project. Upon receipt of the CITY's written approval of the manner of the project plan presentation and methods of plan preparation, the CONSULTANT shall proceed with implementation of plan preparation.

AMOUNT OF CONTRACT

It is agreed that the compensation hereinafter specified to perform the services (*see Scope of Services*) required by this Agreement includes both direct and indirect costs chargeable to the project.

AUGUSTA ENGINEERING DEPARTMENT

Design & Engineering Services in 2 Phases:

Phases II Projects (T13043144)	\$173,030.00
Phase III (T13043145)	\$346,070.00
TOTAL:	<u>\$519,100.00</u>

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

Executed on behalf of **CONSULTANT**

RECOMMEND FOR APPROVAL:

CONSULTANT FIRM:

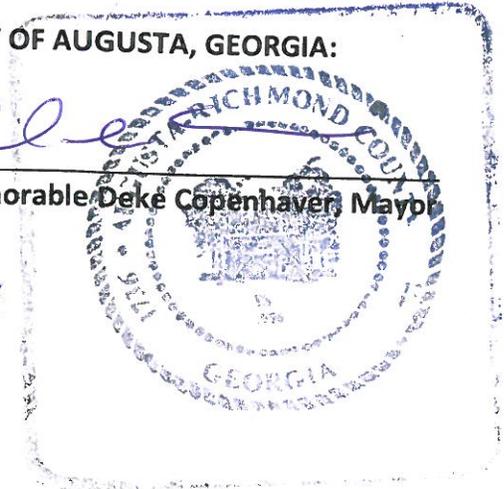
Kimley-Horn and Associates, Inc.
Consultant Firm

Robert A. Run
Representative **VICE PRESIDENT**

CITY OF AUGUSTA, GEORGIA:

Deke Copenhaver
Honorable Deke Copenhaver, Mayor

AGM
3/27/14



Approved Date: 2/28/14
[ATTACHED CORPORATE SEAL]



Approved Date: 3/31/14
[ATTACHED CORPORATE SEAL]

ATTEST:

[Signature]

Title: PROJECT MANAGER

ATTEST:

Nancy W. Morawski

Title: Dep. Clerk of Commission



Augusta, GA Engineering Department

GENERAL CONDITIONS

**CONSULTANT SERVICES AGREEMENT
WALTON WAY SIGNAL MODERNIZATION PHASES II AND III
PROJECT NUMBER: XXX-XX-XXX**

**CONSULTANT SERVICES AGREEMENT
WALTON WAY SIGNAL MODERNIZATION
PHASES II AND III
GENERAL CONDITIONS**

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.

TERMINATION OF THE AGREEMENT FOR DEFAULT

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. The CITY may terminate this Agreement in part or in whole upon written notice to the CONSULTANT pursuant to this term.

TERMINATION OF THE AGREEMENT IN WHOLE OR IN PART FOR THE CONVENIENCE OF CITY

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

AN ACKNOWLEDGEMENT BY ALL PARTIES CONTRACTING WITH CITY AS FOLLOWS:

1. CONSULTANT acknowledges that this Agreement 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 CITY'S ability to assume contractual obligations and the consequences of CONSULTANT'S provision of goods or services to CITY under an unauthorized Agreement, 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 CITY under a Agreement that has not received proper legislative authorization or if the CONSULTANT provides goods or services to CITY in excess of the any contractually authorized goods or services, as required by CITY'S Charter and Code, CITY 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 CITY, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to CITY, however characterized,

including, without limitation, all remedies at law or equity." This acknowledgement shall be a mandatory provision in all CITY Agreements for goods and services, except revenue producing Agreements.

2. All CONSULTANTS and SUB-CONSULTANTS entering into Agreements with CITY 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 the CITY has registered with and is participating in a federal work authorization program. All CONSULTANTS and SUB-CONSULTANTS 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 Agreement term. All CONSULTANTS shall further agree that, should it employ or contract with any SUBCONSULTANT(S) in connection with the physical performance of services pursuant to its Agreement with CITY the CONSULTANT will secure from such SUB-CONSULTANT(S) each SUB-CONSULTANT'S E-Verify number as evidence of verification of compliance with O.C.G.A. § 13-10-91 on the SUB-CONSULTANT affidavit provided in Rule 300-10-01-.08 or a substantially similar form. All CONSULTANTS shall further agree to maintain records of such compliance and provide a copy of each such verification to CITY at the time the SUB-CONSULTANT(S) is retained to perform such physical services.

LOCAL SMALL BUSINESS LANGUAGE:

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

ACCURACY OF WORK

The CONSULTANT shall be responsible for the accuracy of the work and shall promptly correct its errors and omissions without additional compensation.

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

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 the CITY for the purpose of interpreting the information obtained and to correct any errors or omissions made by it.

The CONSULTANT shall prepare any plans or data required by the CITY 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.

CONTRACTUAL OBLIGATIONS

The consultant acknowledges that this Agreement 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, the consultant is deemed to possess knowledge concerning CITY'S ability to assume contractual obligations and the consequences of the consultant provision of goods or services to CITY under an unauthorized Agreement, 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, the consultant agrees that if it provides goods or services to CITY under a Agreement that has not received proper legislative authorization or if the CONSULTANT provides goods or services to CITY in excess of the any contractually authorized goods or services, as required by City's Charter and Code, CITY may withhold payment for any unauthorized goods or services provided by the consultant. The consultant assumes all risk of non-payment for the provision of any unauthorized goods or services to CITY, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to CITY, however characterized, including, without limitation, all remedies at law or equity." This acknowledgement shall be a mandatory provision in all CITY Agreements for goods and services, except revenue producing Agreements.

HOLD HARMLESS

Except as otherwise provided in this agreement, the consultant shall indemnify and hold harmless CITY, and its employees and agents from and against all liabilities, claims, suits,

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

ASSIGNABILITY

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

AUDITS AND INSPECTORS

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

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

COMPENSATION

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

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

Each invoice shall be accompanied by a letter progress report describing the total work accomplished for each phase and any problems which have been encountered which may

inhibit execution of the work. The CONSULTANT shall also submit an accurate updated schedule, and an itemized description of the percentage of total work completed for each phase during the billing period.

Compensation for design services for the Augusta Engineering Department shall be a lump sum for each phase or item of work authorized by the CITY. The CONSULTANT shall invoice based on the percentage of the work completed during the billing period. Upon completion by the CONSULTANT of each phase of the work and approval thereof by the CITY, the CITY will pay the CONSULTANT a sum equal to one hundred percent (100%) of the compensation set forth herein, less the total of all previous partial payments, paid or in the process of payment except as otherwise stated below for Water and Sewer design services.

Compensation for design services for the Augusta Utilities shall be invoiced based on the sum of all actual costs incurred in the performance of the work, including all direct, payroll, overhead, and profit costs in an amount not-to-exceed the compensation set forth herein for the Water and Sewer Plans Phase.

GEORGIA PROMPT PAY ACT

Not applicable. The terms of this agreement supersede any and all provisions of the Georgia Prompt Pay Act.

CONFIDENTIALITY

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

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

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

DESIGN AND REVIEW MANAGER

The Design and Review Manager (Assistant Director of Engineering) or his duly appointed representative(s) shall act as the Liaison Engineer between the CONSULTANT and the CITY and all utilities, and authorities or governments whose properties will be affected. The CONSULTANT shall arrange for conferences, for exchanges of data and information, and for necessary approvals.

All correspondence, data, information, and reports shall be directed to the Design and Review Manager to provide for proper distribution to the parties concerned.

All conferences, including telephone conversations and decisions, shall be reduced to writing by the CONSULTANT and at least two (2) copies shall be forwarded to the Design and Review Manager within seven (7) calendar days of the event.

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

The Design and Review Manager will expedite any necessary decisions affecting the performance of the CONSULTANT's Agreement, but the CONSULTANT shall not make use of the Design and Review Manager's services on trivial or minor matters normally to be decided by the CONSULTANT.

If the project includes work for Augusta Utilities, an AU Liaison Engineer will act in the same capacity as the AED Design and Review Manager does for the roadway design work. Both the AU Liaison Engineer and the AED Design and Review Manager shall be copied on **all** correspondence including documented phone conversations and minutes of meetings. The CONSULTANT shall coordinate directly with the AU Liaison Engineer on matters directly related to water and sewer work.

CONSULTANT COORDINATION

The CONSULTANT shall cooperate fully with the Georgia Department of Transportation, Federal Highway Administration, CONSULTANTs on adjacent projects, and CONSULTANTs for final bridge plans, municipalities and local government officials, utility companies, railroads, and others, as may be directed by the CITY. Such cooperation shall include attendance at meetings, discussions, and hearings, as may be requested by the CITY, furnishing plans and other data produced in the course of work on the Project, as may be requested from time to time by the CITY to effect such cooperation and compliance with all directives issued by the CITY in accordance with this agreement.

It is understood and agreed that the Georgia Department of Transportation and Federal Highway Administration may have access to the work and be furnished information as directed by the CITY.

CONTRACT DISPUTES

This Agreement shall be deemed to have been executed in CITY, 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 the Owner 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 Augusta 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 the CITY 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 the CITY 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 the CITY. This Agreement shall obligate the CITY solely for those sums payable during the initial term of execution or in the event of renewal by the CITY 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 the CITY for such terms or renewal terms as are effective pursuant to this Agreement and for which the CITY agrees to pay in accordance with the terms of the Agreement or any future amendments thereto.

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

SUSPENSION OF THE WORK, TERMINATION AND DELAY

To the extent that it does not alter the scope of this Agreement, the CITY reserves the right of unilaterally ordering, without any cause, a temporary stopping of the work, or delay of the work to be performed by the Consultant under this Agreement. CITY will not be held liable for compensation to the Consultant for an extension of contract time or increase in contract price, or both, directly attributable to this action of CITY.

COORDINATION WITH THE NATIONAL GEODETIC SURVEY

If a National Geodetic Survey control point is found during the surveying phase, it is to be identified and brought to the attention of the Construction Manager. If it is to be affected based on the proposed design, at the direction of the Construction Manager, the CONSULTANT shall contact the National Geodetic Survey (NGS) advisor at the Georgia Department of Community Affairs (DCA) and request data on geodetic control points during the preliminary evaluation phase of project design. (Address: NGS c/o DCA, 1200 Equitable Building, Atlanta, Georgia 30303. Telephone: 404-656-5527, FAX: 404-656-9792. CONSULTANT shall provide the NGS Advisor with a clear copy of the pertinent USGS 7.5' Quad sheet(s) showing the project location. Preliminary information, even in rough outline, is sufficient to allow the advisor to determine impact of the proposed project on NGS and USGS control points. Continued coordination with the advisor to relocate and/or preserve affected control points will be maintained throughout the project life. This coordination shall be implemented as soon as possible after receipt of Notice to Proceed by the CITY.

COORDINATION WITH UTILITIES

Where privately, publicly or cooperatively owned utility companies will require rearrangements in connection with the proposed construction, the CONSULTANT shall furnish prints or reproducible for the utility owners as directed by the CITY and check the utilities' submitted plans for avoidance of conflicts with the road construction details or with the facilities of other utilities. This may require numerous submittals to the utility companies. The CONSULTANT shall also submit a final set of construction plans to all utilities. The CONSULTANT shall make no commitments with the utilities which are binding upon the CITY.

If the project includes work for the Augusta Utilities (AU), the CONSULTANT shall research all Augusta Utilities records and act on behalf of the AU to identify the existing facilities on the submitted roadway plans for avoidance, or resolution, of conflicts with the road construction details or with the existing or proposed facilities of other utilities.

CONTINGENT FEES

The consultant is prohibited from directly or indirectly advocating in exchange for compensation that is contingent in any way upon the approval of this contract or the passage, modification, or defeat of any legislative action on the part of the CITY Commission the consultant shall not hire anyone to actively advocate in exchange for compensation that is contingent in any way upon the passage, modification, or defeat of any contract or any legislation that is to go before the CITY Commission.

DELIVERY OF NOTICES

All written notices, demands, and other papers or documents to be delivered to the CITY under this Agreement shall be delivered to the CITY's office, @ 505 Telfair Street, CITY 30901, 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 the CITY.

LOCAL SMALL BUSINESS

In accordance with Chapter 10B of the CITY. CODE, the consultant expressly agrees to collect and maintain all records necessary to for CITY to evaluate the effectiveness of its Local Small Business Opportunity Program and to make such records available to CITY. 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 consultant is required to provide local small business utilization reports. CONSULTANT shall report to CITY the total dollars paid to each local small business on each contract, and shall provide such payment affidavits, regarding payment to SUB-CONSULTANTS as may be requested by CITY. 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 CITY. Failure to provide such reports within the time period specified by CITY shall entitle CITY to exercise any of the remedies set forth, including but not limited to, withholding payment from the consultant.

DRUG FREE WORK PLACE

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

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

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

EMPLOYMENT OF COUNTY'S PERSONNEL

The CITY has incurred considerable expense for advertising, recruiting, evaluating, training and retaining its employees. As such, CONSULTANT hereby agrees that it will not directly or indirectly, solicit or hire any employee of the CITY, or induce any employee to terminate his employment with the CITY during the terms of this Agreement, nor for a period of one year following the end of said term. CONSULTANT may not hire, employ, or allow a CITY employee to provide services without the prior consent of the CITY, except as provided herein

INSURANCE

Prior to beginning work, the CONSULTANT shall obtain and furnish certificates to the CITY for the following minimum amounts of insurance:

- A. Workmen's Compensation Insurance in accordance with the laws of the State of Georgia.
- B. Public Liability Insurance in an amount of not less than One Hundred Thousand (\$100,000.00) Dollars for injuries, including those resulting in death to any one person, and in an amount of not less than Three Hundred Thousand (\$300,000.00) Dollars on account of any one occurrence.
- C. Property Damage Insurance in an amount of not less than Fifty Thousand (\$50,000.00) Dollars from damages on account of any occurrence, with an aggregate limit of One Hundred Thousand (\$100,000.00) Dollars.
- D. Valuable Papers Insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the Project.
- E. Professional Liability Insurance in an amount that correlates to the amount of this Agreement and nature of the project.

PERSONNEL

The CONSULTANT represents that it has secured or will secure, at its own expense, all personnel necessary to complete this Agreement, none of whom shall be employees of, or have any contractual relationship with, the CITY. Primary liaison with the CITY will be through its designee. If the project includes AU work, the CONSULTANT shall identify, in writing, a water/sewer project manager responsible for direction and coordination of this portion of the project. All of the services required hereunder will be performed by the CONSULTANT under his supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

All professional personnel, including SUB-CONSULTANTS, engaged in performing services for the CONSULTANT under this Agreement shall be indicated in a personnel listing attached hereto as Exhibit "A" and incorporated herein by reference. 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 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 for Professional Engineers and Land Surveyors, being in the full employ of the CONSULTANT and responsible for the work prescribed by this Agreement.

RESPONSIBILITY FOR CLAIMS AND LIABILITY

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

REVIEW OF WORK

Authorized representatives of the CITY may at all reasonable times review and inspect the project activities and data collected under the Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for the CONSULTANT, shall be available to authorized representatives of the CITY for inspection and review at all reasonable times in the main offices of the CITY. Acceptance shall not relieve the CONSULTANT of its professional obligation to correct, at its expense, any of its errors in work. The Engineering 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 the CITY's request in this regard. The CITY's review recommendations shall be incorporated into the plans by the CONSULTANT.

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 the CITY. The CONSULTANT shall discuss with and receive approval from the Augusta Engineering Department prior to sending said notices of intent to enter private property. Upon request by the CONSULTANT, the CITY will provide the necessary documents identifying the CONSULTANT as being in the employ of the CITY 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 the CITY and the CITY will initiate such action as is dictated by current policy and procedure.

SUBCONTRACTING

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

covered by this Agreement that has not been recommended for approval the Construction Manager.

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

SUPERVISION AND CONTROL

The CONSULTANT shall perform the services required to accomplish the work plan as stated above under such control and supervision by the CITY, as the CITY may deem appropriate.

Augusta, GA Engineering Department

TIA SPECIAL PROVISIONS

**CONSULTANT SERVICES AGREEMENT
WALTON WAY SIGNAL MODERNIZATION PHASES II AND III
PROJECT NUMBER: XXX-XX-XXX**

CONSULTANT SERVICES AGREEMENT
WALTON WAY SIGNAL MODERNIZATION PHASES II AND III
PROJECT NUMBER: XXX-XX-XXX

TIA SPECIAL PROVISIONS

Projects Funded 100% with Special District Transportation Sales and Use Tax Proceeds Collected Pursuant to the Transportation Investment Act (TIA) of 2010.

1. **CONTRACT TERMINATION:** To terminate this contract without further obligation of the City to the extent that the obligations exceed the availability of such the Special District Transportation Sale and Use Tax proceeds for the project as designated by the City or the City may determine in its sole discretion that a suspension period should be instituted as set forth in specification "Temporary Suspension of Work". The City's certification as to the availability of the Special District Transportation Sale and Use Tax proceeds as designated by the City shall be conclusive.
2. **PAYMENTS TO CONTRACTOR:** Any payments shall be made to the Contractor after receipt of such transportation sales and use tax proceeds from GSFIC /GDOT by the City. The parties agree that the provisions of the Georgia Prompt Pay Act, O.C.G.A. § 13-11-1 *et seq.*, do not control and that the Consultant/Contractor waives any and all rights it may have under said Act.
3. **SPECS PROVISIONS:** All provisions of this Specification shall be incorporated by and into any subcontracts entered into by the Contractor with its subcontractors.
4. **DBE, SMALL BUSINESS AND VETERAN OWNED BUSINESS:** On May 17, 2012, the GDOT, acting by and through its Board, passed a resolution in which it: (1) reaffirmed its commitment to Title VI of the 1964 Civil Rights Act of nondiscrimination in the delivery and management of Transportation Investment Act funded projects; and (2) encouraged the use of Disadvantaged Business Enterprises (DBE) (including minority and woman owned businesses), small businesses, and veteran owned businesses in any project that is funded in whole or in part by Transportation Investment Act funds, and encouraged wherever practical and feasible, the local government or governments that manage Transportation Investment Act funded projects to include the same in its delivery and management of a project.

Reference to this resolution shall be included in all subcontracts entered in by the Contractor related to this Project.

While there is no DBE, small businesses or veteran owned businesses goal required, the Contractor is required to provide the following information monthly to the GDOT regarding whether it utilized any DBE (as defined in forth in 49 CFR Part 26), small business (as defined in 13, CRR Part 121) or veteran owned, along with the following information:

- 1) The names and addresses of DBE firms, small businesses or veteran owned businesses committed to participate in the Contract;
- 2) A description of the work each DBE firm, small business or veteran owned business will perform; and
- 3) The dollar amount of the participation of each DBE firm, small business or veteran owned business participating.

All provisions of this Specification shall be incorporated by and into any subcontracts entered into by the Contractor with its subcontractors.

5. **TEMPORARY SUSPENSION OF WORK:** The City has the authority to suspend The Work wholly or in part, for as long as the City may deem necessary, because of unsuitable weather, lack of special district transportation sales and use tax proceeds remitted to the City by GSFIC/GDOT and designated by the City for the Project, or other conditions considered unfavorable for continuing The Work, or for as long as he may deem necessary by reason of failure of the Contractor to carry out orders given, or to comply with any provisions of the Contract. No additional compensation will be paid the Consultant/Contractor because of suspension except as specifically set forth below. The Work shall be resumed when conditions are favorable or when corrective measures satisfactory to the City have been applied; when, and as ordered by the City in writing. The Consultant shall not stop The Work without authority.

If The Work is stopped by the lack of special district transportation sales and use tax proceeds remitted to the City by GSFIC/GDOT and designated by the City for the Project or any temporary or permanent injunction, court restraining order, process or judgment of any kind, directed to either of the parties hereto, then such period or delay will not be charged against the Contract Time nor shall the City be liable to the Consultant/Contractor on account of such delay or termination of work.

6. **SUSPENSION PERIOD FOR LACK OF SPECIAL DISTRICT TRANSPORTATION SALES AND USE TAX PROCEEDS:** If The Work is stopped and suspension period instituted by the City in writing as a result of the lack of special district transportation sales and use tax proceeds remitted to the City by GSFIC/GDOT and designated by the City for the Project, such suspension shall last for a maximum of ninety (90) days.

This Contract does not obligate the City to make any payment to the Consultant/Contractor for said Extra Work from any funds other than from available special district transportation sales and use tax proceeds as designated by the Department for the Project.

After this ninety (90) day period, if special district transportation sales and use tax proceeds as designated by the City for the Project are available or anticipated to be available as determined in the sole discretion of the City, the Consultant/Contractor will be directed by the City to either (1) continue The Work under the Contract or (2) agree to a new suspension period as determined by the City.

After this ninety (90) day period, if special district transportation sales and use tax proceeds as designated by the Department for the Project are not available or anticipated to be not available as determined in the sole discretion of the City, this Contract shall be terminated upon notification by the City to the Consultant/Contractor.

To the extent practically possible, the City will provide written notification to the Consultant/Contractor that The Work is going to be stopped either permanently or during a suspension period as the result of the lack of special district transportation sales and use tax proceeds three (3) months prior to the date of The Work stoppage.

The City's certification as to the availability of the special district transportation sales and use tax proceeds as designated by the City for the Project shall be conclusive.

The contract time will be extended to reflect the length of the suspension period and any resulting delays. No damages for delay or consequential damages will be recoverable as a result of any suspension period.

Augusta, GA Engineering Department

ATTACHMENT B

**CONSULTANT SERVICES AGREEMENT
WALTON WAY SIGNAL MODERNIZATION PHASES II AND III
PROJECT NUMBER: XXX-XX-XXX**



Attachment B

You Must Complete and Return all 3 pages of Attachment B with Your Submittal. Document Must Be Notarized.

Augusta, Georgia Augusta Procurement Department

ATTN: Procurement Director

530 Greene Street, Suite 605

Augusta, Georgia 30901

Name of Vendor: Kimley-Horn and Associates, Inc.

Street Address: 817 West Peachtree Street, NW, The Biltmore Suite 601

City, State, Zip Code: Atlanta, GA 30308

Phone: (404) 419-8700 Fax: (919) 677-2050 Email: kenn.fink@kimley-horn.com

Do You Have A Business License? Yes: X No: _____

Business License # for your Company (Must Provide): 108263LGB

Company must be licensed in the Governmental entity for where they do the majority of their business. If your Governmental entity (State or Local) does not require a business license, your company will be required to obtain a Richmond County business license if awarded a Bid/RFP/RFQ. For further information contact the License and Inspection Department @ 706 312-5162.

List the State, City & County that issued your license: _____

Acknowledgement of Addenda: (#1) X : (#2) _____ : (#3) _____ : (#4) _____ : (#5) _____ : (#6) _____ : (#7) _____ : (#8) _____

NOTE: CHECK APPROPRIATE BOX(ES)- ADD ADDITIONAL NUMBERS AS APPLICABLE

Statement of Non-Discrimination

The undersigned understands that it is the policy of Augusta, Georgia to promote full and equal business opportunity for all persons doing business with Augusta, Georgia. The undersigned covenants that we have not discriminated, on the basis of race, religion, gender, national origin or ethnicity, with regard to prime contracting, subcontracting or partnering opportunities.

The undersigned covenants and agrees to make good faith efforts to ensure maximum practicable participation of local small businesses on the bid or contract awarded by Augusta, Georgia. The undersigned further covenants that we have completed truthfully and fully the required forms regarding good faith efforts and local small business subcontractor/supplier utilization.

The undersigned further covenants and agrees not to engage in discriminatory conduct of any type against local small businesses, in conformity with Augusta, Georgia's Local Small Business Opportunity Program. Set forth below is the signature of an officer of the bidding/contracting entity with the authority to bind the entity.

The undersigned acknowledge and warrant that this Company has been made aware of understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this Company;

That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;

That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made as part of and incorporated by reference into any contract or portion thereof which this Company may hereafter obtain and;

That the failure of this Company to satisfactorily discharge any of the promises of nondiscrimination as made and set forth herein shall constitute a material breach of contract entitling Augusta, Georgia to declare the contract in default and to exercise any and all applicable rights remedies including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and or forfeiture of compensation due and owing on a contract.

Non-Collusion of Prime Bidder/Offeror

By submission of a bid, the vendor certifies, under penalty of perjury, that to the best of its knowledge and belief:

(a) The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.

(b) Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or to any competitor.

(c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition. Collusions and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

Conflict of Interest

By submission of a bid, the responding firm certifies, under penalty of perjury, that to the best of its knowledge and belief:

1. No circumstances exist which cause a Conflict of Interest in performing the services required by this ITB, and

2. That no employee of the County, nor any member thereof, nor any public agency or official affected by this ITB, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this ITB.

By submission of a bid, the vendor certifies under penalty of perjury, that to the best of its knowledge and belief:

(a) The prices in the bid have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.

(b) Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or competitor.

(c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership or cooperation to submit or not to submit a bid for the purpose of restricting competition. For any breach or violation of this provision, the County shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment or consideration.

You Must Complete and Return all 3 pages of Attachment B with Your Submittal. Document Must Be Notarized.

Contractor Affidavit and Agreement

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia Board of Commissioners has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization 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. The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Augusta, Georgia Board of Commissioners, contractor will secure from such subcontractor(s) similar 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. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Augusta, Georgia Board of Commissioners at the time the subcontractor(s) is retained to perform such service.

Georgia Law requires your company to have an E-Verify*User Identification Number (Company I.D.) on or after July 1, 2009.

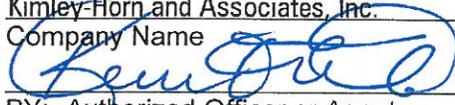
For additional information or to enroll your company, visit the **State of Georgia** website:

<https://e-verify.uscis.gov/enroll/> and/or http://www.dol.state.ga.us/pdf/rules/300_10_1.pdf

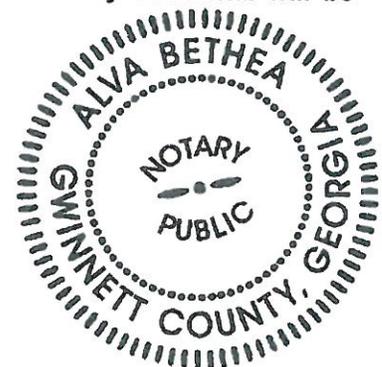
****E-Verify * User Identification Number (Company I.D.)** 412062

NOTE: E-VERIFY USER IDENTIFICATION NUMBER (COMPANY I.D.) MUST BE PROVIDED: IN ADDITION, THE RECOMMENDED AWARDED VENDOR WILL BE REQUIRED TO PROVIDE A COPY OF HOMELAND SECURITY'S MEMORANDUM OF UNDERSTANDING (MOU)

The undersigned further agrees to submit a notarized copy of Attachment B and any required documentation noted as part of the Augusta, Georgia Board of Commissions specifications which govern this process. In addition, the undersigned agrees to submit all required forms for any subcontractor(s) as requested and or required. **I further understand that my submittal will be deemed non-compliant if any part of this process is violated.**

Kimley-Horn and Associates, Inc.
Company Name

BY: Authorized Officer or Agent
(Contractor Signature)

Vice President
Title of Authorized Officer or Agent of Contractor
Kenn Fink, P.E.
Printed Name of Authorized Officer or Agent



SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 10th DAY OF SEPTEMBER, 2013

Alva Bethea
Notary Public

NOTARY SEAL

My Commission Expires: JULY 6, 2014

You Must Complete and Return all 3 pages of Attachment B with Your Submittal. Document Must Be Notarized.



You Must Complete and Return with Your Submittal. Document Must Be Notarized

Systematic Alien Verification for Entitlements (SAVE) Program

Affidavit Verifying Status for Augusta, Georgia Benefit Application By executing this affidavit under oath, as an applicant for an Augusta, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract or other public benefit as reference in O.C.G.A. Section 50-36-1, I am stating the following with respect to my bid for an Augusta, Georgia contract for RFQ Item #13-183 Walton Way Signal Modernization Phases II & III

[Bid/RFP/RFQ Project Number and Project Name] Kenn Fink, P.E. [Print/Type: Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity] Kimley-Horn and Associates, Inc. [Print/Type: Name of business, corporation, partnership, or other private entity]

- 1.) X I am a citizen of the United States. OR 2.) I am a legal permanent resident 18 years of age or older. OR 3.) I am an otherwise qualified alien (8 § USC 1641) or nonimmigrant under the Federal Immigration and Nationality Act (8 USC 1101 et seq.) 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

[Signature] Signature of Applicant Kenn Fink, P.E. Printed Name

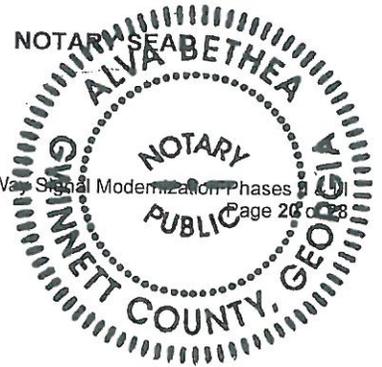
* Alien Registration Number for Non-Citizens

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 10th DAY OF SEPTEMBER, 2013

[Signature] Notary Public

My Commission Expires: JULY 6, 2014

Note: THIS FORM MUST BE RETURNED WITH YOUR SUBMITTAL REV. 9/25/2012





STATE OF GEORGIA - COUNTY OF RICHMOND

BID/RFP/RFQ# 13-183

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services under a contract with Kimley-Horn and Associates, Inc. on behalf of Augusta Richmond County Board of Commissioners has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization 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.

226309

E-Verify * User Identification Number

Johnson, Laschuber & Associates, P.C.

Company Name

Darren R. Prickett

BY: Authorized Officer or Agent (Contractor Signature)

Landscape Architect, Sr. Partner

Title of Authorized Officer or Agent of Contractor

Darren R. Prickett

Printed Name of Authorized Officer or Agent

Georgia Law requires your company to have an E-Verify* User Identification Number on or after July 1, 2009.

For additional information: State of Georgia http://www.dol.state.ga.us/pdf/rules/300_10_1.pdf https://e-verify.uscis.gov/enroll/

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

28 DAY OF FEBRUARY, 2014

Deborah M Taylor

Notary Public

My Commission Expires:

11/01/2017

DEBORAH M TAYLOR NOTARY PUBLIC Richmond County State of Georgia Comm. Expires 1/10/2017

NOTARY SEAL

Note: The successful vendor will submit the above forms to the Procurement Department no later than five (5) days after receiving the "Letter of Recommendation" (Vendor's letter will denote the date forms are to be received).

Augusta

G E O R G I A

In accordance with the Laws of Georgia, the following affidavit is required by all vendors

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

I, Darren R. Prickett certify that this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), Johnson, Laschber & Assoc. has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of Johnson, Laschber & Assoc. is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

Darren R. Prickett

Signature of Authorized Company Representative

Landscape Architect, Sr. Partner

Title

Sworn to and subscribed before me this 28 day of FEBRUARY, 2014.

Deborah M Taylor

Notary Signature

Notary Public: DEBORAH M TAYLOR (Print Name)

County: RICHMOND

Commission Expires: 1/10/2017 NOTARY SEAL

DEBORAH M TAYLOR
NOTARY PUBLIC
Richmond County
State of Georgia
Comm. Expires 1/10/2017

Note: The successful vendor will submit the above forms to the Procurement Department no later than five (5) days after receiving the "Letter of Recommendation" (Vendor's letter will denote the date forms are to be received).

Augusta, GA Engineering Department

APPENDIX A

**CONSULTANT SERVICES AGREEMENT
WALTON WAY SIGNAL MODERNIZATION PHASES II AND III
PROJECT NUMBER: XXX-XX-XXX**

**CONSULTANT SERVICES AGREEMENT
WALTON WAY SIGNAL MODERNIZATION PHASES II AND III
PROJECT NUMBER: XXX-XX-XXX**

APPENDIX A

STANDARD SPECIFICATIONS

CRITERIA:

The Consultant shall become familiar with the latest, as determined by the AED, the American Association of State Highway and Transportation Officials' Design Manuals for Arterial Streets, Rural, Urban, and Interstate Highways, including those standards adopted by the AASHTO and approved by the Secretary of Commerce, as provided by Title 23, United States Code, Section 109 (b), with the City's and Georgia D.O.T. Standards, Procedures, Plans, Specifications and Methods, with Federal Highway Administration procedures relating to plan review and approval, and shall produce plans in accordance therewith.

DESIGN & DOCUMENT DEVELOPMENT:

The following publication shall be used as the basis for the engineering design and professional services contained herein; Georgia Department of Transportation Standard Manuals and Specifications for the Construction of Road and Bridges, current editions, and supplements thereto; American Association of State Highway and Transportation Officials (AASHTO) Manuals for Arterial Streets, Rural, Urban, and Interstate Highways, Manual on Uniform Traffic Control Design (MUTCD), Augusta Development Documents, the Augusta Utilities Design Standards and Construction Specifications, State and Federal guidance documents, Industry current standards for similar services.

The Consultant shall gather from the City all available data and information pertinent to the performance of the services for the Project. The City 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 the City.

The Consultant shall visit and become familiar with project area and shall become acquainted with local conditions involved in carrying out this agreement. The Consultant may request that a representative of the City be present during the site visit.

The Consultant shall recommend and secure the City's written approval of, the manner of project plans and documents preparation and presentation and the methods to be used in the plans/documents

preparation so that these plans/documents can be utilized as determined by the Consultant and approved by the City, in the orderly preparation of the detailed construction contract plans, specifications, and contracts. Upon receipt of the City's written approval of the manner of the project plans and documents preparation & presentation, The Consultant shall proceed with implementation of plans/documents preparation.

DESIGN SPECIFICATIONS:

Design for bridges and other structures shall be in accordance with the American Association of State Highway and Transportation Officials', hereinafter referred to as "AASHTO," Design Specifications of 1992; AASHTO Standard Specifications for Horizontal Curved Highway Bridges; AASHTO Standard Specifications for Structure Supports for Highway Signs, Luminaires and Traffic Signals, current edition; and AASHTO Guide for Selecting, Locating and Designing Traffic Barriers, current edition.

Traffic engineering shall be performed in accordance with procedures outlined in the Highway Capacity Manual, Current Edition.

The lighting design shall be in accordance with the AASHTO publication, An Informational Guide for Roadway Lighting current edition, and the Standard Specifications for Road and Bridge Construction, 1983 edition, as modified by Supplemental Specifications and Special Provisions, current editions.

On facilities where driveways are included, the Consultant shall become familiar with the Georgia D.O.T. regulations and procedures and shall produce plans for upgrading driveway control.

CONSTRUCTION SPECIFICATIONS:

The plans shall be in accordance with the Georgia D.O.T.'s Standard Specifications for Construction of Roads and Bridges, as amended. The Consultant shall have access to the Georgia Standard Construction and Materials Specifications for use throughout the Project.

PLAN SIZES:

All plans for roadways, bridges, and walls may be Civil 3D or compatible generated drawings on paper having outside dimensions of 24" by 36" with 1-1/2" margin on the left and 1/2" margin elsewhere. All plans shall be of reproducible quality.

CONSTRUCTION PLAN REQUIREMENTS:

Detailed requirements for the construction plans shall meet the criteria set forth in the Augusta Public Works and Engineering Department Plan Preparation Guidelines.

The plans shall be fully dimensioned; all elevations necessary for construction shall be shown similar to the GDOT's normal practice. They shall include a fully dimensioned geometric layout to permit staking

in the field without additional computation by the survey party. Utility locations and methods of attachment shall be shown. Utilities to be carried on bridges will be established by the AED.

In steel construction, the sizes and overall dimensions of members, their exact locations, the number and arrangement of fasteners, fastener spacing, welds and other details necessary in preparation of shop detail drawing shall be shown. In concrete construction, the location of all reinforcement shall be shown and the plans shall include complete schedules of straight and bent bars with bending details. The Consultant shall check all details and dimensions shown on the plans before they are submitted to the AED for review.

Roadway plan sheets shall have the existing topography on the back of the sheet to permit manual revisions to the front of the drawing, using a screening process producing 85 lines per inch with 50% light. Existing topography may be plotted in ink if this gives a screening effect acceptable to the AED.

Topography shall remain fully legible when plans are reduced in size, but shall be less prominent and readily distinguishable from proposed work.

Profile sheets shall have the existing ground line plotted in ink on the sheet.

Utility plan sheets may be the same material as the roadway plans.

COMPUTATIONS:

All design computations and computer printouts shall be neatly recorded on 8-1/2" by 11" sheets, fully titled, numbered, dated, signed by the designer and checker and indexed. Two copies of these computations, and the computer input and output, fully checked and appropriately bound, shall be submitted to the AED with the plans for approval.

A complete tabulation of the drainage analysis along with the calculations used to determine the size of drainage structures shall be submitted to the AED with the construction plans for approval.

DELIVERABLE:

The tracings, data and all other documents prepared under this agreement shall then be submitted to the AED, AED or AUD, whose property they shall remain, without limitation as to their future use. All tracing cloth, mylar paper, and other materials required for the preparation of the plans, supplemental specifications, special provisions and computation shall be furnished by the Consultant.

The Consultant shall submit to the AED, editable electronic copy of all computer files (ACAD, Microsoft version, or other software used in creating data, data file, technical documents, etc.) depicting graphics, database, documentation, details and design for the implementation of stormwater utility, drainage improvements, and road design data, created as a result of this agreement. The Consultant shall include appropriate level schedules, documentation, and assistance to the AED to read, interpret,

and effectively utilize the computer files. The Consultant may be required to provide project drawings and files at any time as requested by the AED. The drawings and files (hard or electronic) requested by the AED shall be within the Scope of Work as defined herein. Graphics files shall be provided in AutoCAD, DXF, or Intergraph (IGDS) format. If the project includes AU work, the Consultant shall provide drawings in accordance with the utilities chapter of the AED Plan Preparation Guidelines.

NUMBER OF COPIES OF SUPPORTING DATA REQUIRED:

Data collected for this project will be property of Augusta Engineering Department. In addition to required hard copies submittals, selected Firm(s) or Team(s) will be required to provide Augusta Engineering Department one electronic (editable) copy of all documents and studies, supporting raw data, environmental data and analysis, geotechnical data and analysis, hydrology and hydraulic studies, design plans, construction plans and construction standards and specifications. Electronic copies shall be submitted in respective software and compatible with Software used by Augusta Engineering Department. Except as otherwise provided herein; the Consultant shall submit all documents, reports, special provisions, sketches, design notes, and all other required or necessary support data to the AED in duplicate.

PROGRESS REPORT AND SCHEDULE:

The Consultant shall report to the AED on suitable forms approved by the AED the status of work and schedule on the 25th day of each month during the life of the Agreement.

PROFESSIONAL ENGINEER APPROVAL:

All construction plans and documents designed, detailed, and furnished by the Consultant for the AED shall bear a valid Professional Engineer Stamp. All plans submitted to the AED for review shall have been checked by the Consultant prior to submission.

ECONOMICAL DESIGN:

The Consultant shall make every effort to provide the most economical design. The Consultant shall consider construction problems and sequencing in the design. The Consultant shall meet and discuss economic considerations and construction staging with the AED prior to final design.

