Administration Department



TO:

Mayor and City Council

FROM:

Rachelle Moody, Interim City Administrator

DATE:

May 29, 2020

SUBJECT:

Regular City Council Meeting of June 1, 2020

REGULAR COUNCIL MEETING

ITEM 5. PROCLAMATION: National Garden Week is June 7-13

Mayor Pettit will proclaim June 7-13 as National Garden Week in the City:

WHEREAS, Gardeners have a passion for nurturing the beauty and resources of the earth through the planting of seeds, the care of all plants and the riches of their efforts; and

WHEREAS, Gardeners work to preserve our country's traditional spirit of independence and initiative through innovation and hard work; and

WHEREAS, Gardeners advocate the importance of all creatures sharing our world and their roles in a balanced and productive ecology; and

WHEREAS, Gardening serves as a challenging and productive activity for all citizens, those just learning as well as those having years of experience; and

WHEREAS, Gardening promotes a healthy lifestyle that lasts a lifetime, helps reduce stress from other areas of our life, and teaches that rewards come from diligent efforts; and

WHEREAS, the North Augusta Council of Garden Clubs enriches our city by maintaining Billie's Butterfly Garden, providing a scholarship for a North Augusta High School senior, and sponsoring campers for Camp Wildwood.

NOW THEREFORE, I, Robert A. Pettit, Mayor of the City of North Augusta, South Carolina, do hereby proclaim the week of June 7-13, 2020 as

National Garden Week

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of North Augusta, South Carolina, to be affixed this 1st day of June 2020.

ITEM 6. PROCLAMATION: Scoliosis Early Detection Awareness Month

Mayor Pettit will proclaim June 2020 as Scoliosis Early Detection Awareness Month:

WHEREAS, scoliosis, the abnormal curvature of the spine, is a condition which affect an estimated 6 to 9 million people in the United States; and

WHEREAS, primary onset of scoliosis is between ages 10 to 15 with females being five times more likely to require treatment, and scoliosis can cause pain, reduced respiratory function, and limited mobility in otherwise-healthy children, and approximately 1 in 6 children diagnosed with this disease will eventually require active medical treatment and;

WHEREAS, screening programs allow for early detection and for treatment opportunities which may alleviate the worst effects of the condition which has no known cause or cure; and

WHEREAS, raising public awareness of scoliosis is vital, helping children, parents, and health care providers understand, diagnose, and treat this disease and reduce the pain and suffering of those it affects.

NOW THEREFORE, I, Robert A. Pettit, Mayor of the City of North Augusta, South Carolina, do hereby claim June, 2020 as

SCOLIOSIS EARLY DETECTION AWARENESS MONTH

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of North Augusta, South Carolina, to be affixed this 1st day of June, 2020.

UNFINISHED BUSINESS

ITEM 7. CITY PROPERTY: Ordinance No. 2020-11 – Abandoning a Road Rightof-Way Shown on a Plat for Hammond's Ferry, Section A4, Dated December 3, 2019 in the City of North Augusta; Ordinance – Final Reading

An ordinance has been prepared for Council's consideration on final reading to abandon a road right-of-way shown on a plat for Hammond's Ferry, Section A4, dated December 3, 2019 in the City of North Augusta.

Please see the backup materials for May 4, 2020 for a copy of the proposed ordinance and supporting documents.

ITEM 8. CITY CODE: Ordinance No. 2020-14 – An Ordinance to Allow a Procedure for the City Council, Planning Commission, Board of Appeals and All Agencies of the City that Conduct Public Meetings to Conduct Such Public Meetings Electronically During Times of a Declared State of Emergency;

Ordinance – Final Reading

An ordinance has been prepared to Council's consideration on final reading to allow a procedure for the City Council, Planning Commission, Board of Appeals and all agencies of the City that conduct public meetings to conduct such public meetings electronically during times of a declared State of Emergency.

Please see the backup materials for May 18, 2020 for a copy of the proposed ordinance and supporting documents.

ITEM 9. ANNEXATION: Ordinance No. 2020-15 – To Change the Corporate Limits of the City of North Augusta by Annexing ±1.95 Acres of Property Located at 207 West Five Notch Road and Owned by the Hammonds at Five Notch, LLC; Ordinance –Final Reading

An ordinance has been prepared for Council consideration on final reading to change the corporate limits of the City of North Augusta by annexing ±1.95 acres of property at 207 West Five Notch Road and owned by the Hammonds at Five Notch, LLC.

Please see the backup materials for May 18, 2020 for a copy of the proposed ordinance and supporting documents.

NEW BUSINESS

ITEM 10. ENGINEERING AND PUBLIC WORKS: Resolution No. 2020-18 – Authorizing the Temporary Use by Superior Construction Company of ±1.0 Acres of Land Owned by the City of North Augusta for a Construction Laydown and Staging Yard Adjacent to the 5th Street Bridge

A resolution has been prepared for Council's consideration to authorize the temporary use by Superior Constriction Company of ± 1.0 acres of land owned by the City of North Augusta for a construction laydown and staging yard adjacent to the 5th Street Bridge.

Please see ATTACHMENT #10 for a copy of the proposed resolution, Exhibit A and Exhibit B.

ITEM 11. ENGINEERING AND PUBLIC WORKS: Resolution No. 2020-19 — Authorizing the City of North Augusta to Enter into a Master Agreement for Professional Civil Engineering Services with Cranston Engineering Group, P.C. for the Downtown Greeneway Connector

A resolution has been prepared for Council's consideration to authorize the City of North Augusta to enter into a Master Agreement for professional Civil Engineering services with Cranston Engineering Group, P.C. for the Downtown Greeneway Connector.

Please see ATTACHMENT #11 for a copy of the proposed resolution and Master Agreement.

ITEM 12. ENGINEERING AND PUBLIC WORKS: Resolution No. 2020-20 – Authorizing the City of North Augusta to Execute Work Authorization No. 1 with Cranston Engineering Group, P.C. for Phase One of the Downtown Greeneway Connector

A resolution has been prepared for Council's consideration to authorize the City of North Augusta to execute Work Authorization No. 1 with Cranston Engineering Group, P.C. for Phase One of the Downtown Greeneway Connector.

Please see ATTACHMENT #12A for a copy of the proposed resolution and Work Authorization No. 1.

Please see ATTACHMENT #12B for a copy of the Scope of Work and Fee Proposal for Phase One of the Downtown Greeneway Connector.

ITEM 13. PARKS, RECREATION AND TOURISM: Resolution No. 2020-21 – Restoration of Hammonds Ferry Soccer Field

A resolution has been prepared for Council's consideration to restore the Hammonds Ferry Soccer Field following the completion of the water reservoir and water plant expansion.

Please see ATTACHMENT #13 for a copy of the proposed resolution.

ITEM 14. ECONOMIC DEVELOPMENT: Resolution No. 2020-22 – A Resolution to Establish the Small Business Grant Program in Response to COVID-19

A resolution has been prepared for Council's consideration to establish the Small Business Grant Program in response to COVID-19.

Please see ATTACHMENT #14 for a copy of the proposed resolution.

ITEM 15. ADMINISTRATIVE REPORTS:

ITEM 16. PRESENTATIONS/COMMUNICATIONS/RECOGNITION OF VISITORS

- A. <u>Citizen Comments</u>: At this time, citizens may speak to Mayor and City Council regarding matters not listed on the agenda.
- B. Council Comments:

ITEM 17. ADJOURNMENT

ATTACHMENT #10

RESOLUTION NO. 2020-18 AUTHORIZING THE TEMPORARY USE BY SUPERIOR CONSTRUCTION COMPANY OF ±1.0 ACRES OF LAND OWNED BY THE CITY OF NORTH AUGUSTA FOR A CONSTRUCTION LAYDOWN AND STAGING YARD ADJACENT TO THE 5TH STREET BRIDGE

WHEREAS, the City of Augusta is preparing to perform structural and architectural rehabilitation of the 5th Street Bridge; and

WHEREAS, Parcel 008-08-02-001, as shown on the attached Exhibit A, is adjacent to the 5^{th} Street Bridge, contains ± 4.27 acres and is owned by the City of North Augusta; and

WHEREAS, Superior Construction Company, a project contractor, has requested temporary use of \pm 1.0 acre portion of parcel 008-08-02-001 as a construction laydown and staging yard during the life of the construction project, as outlined in the attached Exhibit B.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council for the City of North Augusta in meeting duly assembled and by the authority thereof that:

The City of North Augusta agrees to permit Superior Construction Company the temporary use of the property as shown in Exhibit B, subject to the following conditions:

- 1. Superior Construction Company agrees to provide adequate insurance coverage on the property and to hold the City of North Augusta harmless from any and all liability claims; and
- 2. Superior Construction Company agrees that no clearing or grading of the site shall occur; and
- 3. Superior Construction Company agrees to apply for and obtain a Stormwater Management Permit from the City's Stormwater Management Department and to install appropriate sediment and erosion control features to protect the property during its use; and
- 4. Superior Construction Company agrees to install temporary fencing to limit public access to the property for the duration of use. Fencing along the road frontage shall be affixed with screen fabric; and
- 5. Following completion of the project, anticipated to be December 2021, but no later than March 30, 2022 without express written extension by the City, Superior Construction Company agrees to:

- a) Clear the property of all construction related materials and equipment;
- b) Re-grass any disturbed ground;
- c) Clean the property of materials potentially damaging to the environment; and
- d) Contract with a professional independent third party to perform an environmental assessment to certify that the property is environmentally clean.
- 6. The City of North Augusta shall reserve the right to terminate this agreement at any time, without cause. Superior Construction Company shall, within 60 days of receipt of such Notice of Termination, vacate the premises in accordance with #5 above.

		RATIF										
COUNCIL OF	THE	CITY O	F NO	RTH	AUGU	STA,	SOU	JTH	CAR	OLIN.	A, ON	THIS
DAY C)F		, 20	20.								
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					F	Rober	t A. P	ettit,	Mayo	r		
					-	Thomas	. T	- C	:4 C1	امساء		
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PARCEL 008-08-02-001



Note: The City of North Augusta makes every effort possible to produce the most accurate information. The layers contained in the map service are for information purposes only. The City of North Augusta makes no warranty, express or implied, nor any guaranty as to the content, sequence, accuracy, timeliness or completeness of any of the information provided. The City explicitly disclaims all representations and warranties. The reader agrees to hold harmless the City of North Augusta for any cause of action and costs associated with any causes of action which may arise as a consequence of the City providing this information.

Author: North Augusta SC Date: 5/26/2020



Telephone: (904) 292-4240 Fax: (904) 292-2682

Superior Construction Company

General Contractors 7072 Business Park Boulevard Jacksonville, Florida 32256-2749

Dear Ms. Moody,

Superior Construction Company would like to formally request permission to utilize parcel 008-08-02-001 as a construction laydown yard for the upcoming 5th Street Bridge Rehabilitation for the duration of the project. Superior Construction proposes to use the 4.27-acre property as is and would return the property in equivalent condition. The site would be used for delivery and storage of equipment and materials and for employee parking. Safety measures, such as temporary fencing, will be taken to limit public access to the property for the duration of use. We do not intend to have a construction office onsite and will not need utility services. All construction material and debris will be removed from the site and the site returned to previous condition upon completion of the project.

If you have any questions or concerns, please contact me at 904-402-1207.

Respectfully,

Justin Terrell Field Engineer



ATTACHMENT #11

RESOLUTION NO. 2020-19 AUTHORIZING THE CITY OF NORTH AUGUSTA TO ENTER INTO A MASTER AGREEMENT FOR PROFESSIONAL CIVIL ENGINEERING SERVICES WITH CRANSTON ENGINEERING GROUP, P.C. FOR THE DOWNTOWN GREENEWAY CONNECTOR

WHEREAS, the City of North Augusta desires to retain the services of an engineering firm to provide on-call design services related to the Downtown Greeneway Connector; and

WHEREAS, eight firms responded to a "Request for Qualifications" and were reviewed by a committee consisting of the Tom Zeaser, Director of Engineering & Public Works; Rick Meyer, Director of Parks & Recreation; Rachelle Moody, Interim City Administrator; Bob Pettit, Mayor; and Fletcher Dickert, Councilmember; and

WHEREAS, based upon the ranking of the firms, it has been determined that the following firm should be engaged by contract for the purposes of performing such services:

Cranston Engineering Group, P.C.;

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of North Augusta, South Carolina, in meeting duly assembled and by the authority thereof that the City is authorized to enter into a Master Agreement for Professional Civil Engineering Services with Cranston Engineering Group, P.C. for the provision of engineering design services related to the Downtown Greeneway Connector.

BE IT FURTHER RESOLVED that the City Administrator is authorized to execute such documents as necessary to enter into said contract.

	DONE, RATIFIED	AND ADOP	TED BY 7	THE MAYOR	AND CITY
COUNCIL OF	THE CITY OF NOR	RTH AUGUST	A, SOUTH	CAROLINA, O	N THIS
DAY OF	, 2020.				
			Robert A. P	ettit, Mayor	
			ATTEST:		
			Sharon Lam	nar	
			City Clerk		

MASTER AGREEMENT FOR PROFESSIONAL CIVIL ENGINEERING SERVICES

BY AND BETWEEN

CITY OF NORTH AUGUSTA

AND

CRANSTON ENGINEERING GROUP, P.C.

This Agreement made this _____ day of _____, 2020, by and between CITY OF NORTH AUGUSTA, having a usual address of 100 Georgia Avenue, North Augusta, South Carolina 29841, hereinafter referred to as the "Client"; and Cranston Engineering Group, P.C., having a usual place of business at 452 Ellis Street, Augusta, Georgia, 30901, hereinafter referred to as the "Consultant."

Witnesseth That:

Whereas, the Client wishes to engage a consultant to provide ENGINEERING SERVICES FOR THE DOWNTOWN GREENEWAY CONNECTOR on an as-needed basis, Indefinite Delivery Contract (IDC), hereinafter referred to as the "Project"; and

Whereas, the Client has secured funds for the purposes of the Project which should be adequate to cover the costs associated with this Agreement; and

Whereas, the Consultant has demonstrated the capacity to provide professional services in support of the Project both through its own employees and its associated specialized subconsultants.

Now Therefore, the parties mutually agree as follows:

Article 1. GENERAL PROJECT DESCRIPTION

The Consultant shall provide professional engineering services on an as needed or as assigned basis to Client, to include but not limited to such tasks as drainage area-based storm drainage improvement projects involving differing land uses, including closed and open systems.

Article 2. SCOPE OF SERVICES

- 2.1 Consultant agrees to undertake and perform certain services as may be requested by Client in writing from time to time ("Services"), all in accordance with the terms and conditions contained herein.
- 2.2 The Services to be performed, the schedule for performance of each task ("Schedule"), and the compensation due Consultant shall be described in orders issued to Client by Consultant, the form of which is attached hereto as Attachment 1 ("Work Authorization"). A Work Authorization shall be valid and binding upon the Parties only if accepted in writing

by Client and Consultant. Each duly executed Work Authorization shall be subject to the terms and conditions of this Contract, except to the extent expressly modified by the Work Authorization.

Article 3. SCHEDULE AND DELAYS

3.1 Time is of the essence in this Contract. Consultant shall commence, perform, and complete its Services in accordance with the Schedule specified in the Work Authorization. Consultant shall notify Client promptly by telephone or in person, and confirm immediately in writing, of any event or condition impairing its ability to meet the Schedule, together with proposed revisions to the Schedule. Delays caused by matters reasonably outside of Consultant's control shall be excusable.

Article 4. THE CLIENT'S RESPONSIBILITIES

- 4.1 The Client agrees to designate an individual to serve as its project manager for the Project, responsible for coordinating activities of the client and community interaction process as well as for assisting the Consultant with collection of data necessary to the work.
- 4.2 The Client shall provide the Consultant with all plans, reports, data, and all other materials germane to the Consultant's scope of work that are in the Client's possession and shall provide reference assistance and guidance in procuring other data required for the work.
- 4.3 The Client shall assist the consultant in local liaison activities as required to make contact with key individuals and groups knowledgeable about the study area. The Client shall advise the Consultant on which individuals and groups should be contacted, assist in arranging for meetings, and assist with follow-up activities which may be required.
- 4.4 The Client shall assist in providing all information which may be needed by the Consultant to fulfill statutory or administrative requirements related to this Agreement.

Article 5. COMPENSATION AND PAYMENT

- 5.1 Consultant's charges shall be specified in the Work Authorization. All charges shall be deemed to include all taxes and all other charges levied by any government agency on Consultant relating to the Services. Consultant shall be responsible for all reporting and payment obligations with respect to Consultant's personnel relating to worker's compensation insurance, Social Security, state and federal unemployment insurance, medical-hospital insurance, salary continuation insurance, pension plan costs, pro rata allowances for vacation and sick leave pay, as well as all other employee benefit programs or employer obligations. Consultant expressly acknowledges that Consultant shall not participate in any Client benefit or insurance program and shall, at its own expense, obtain its own insurance, including medical coverage, Consultant deems necessary.
- 5.2 Unless otherwise specified in a Work Authorization, the frequency of invoicing shall be monthly. All invoices shall reference this Contract and the applicable Work Authorization. For each Work Authorization, invoices shall include the "Amount Previously Billed," the

"Amount of this Invoice," and the "Amount Billed to Date." Consultant agrees to provide such supporting documentation for each invoice as Client may reasonably require. All invoices shall be submitted to Client by the fifteenth (15th) day of the month after completion of the portion of the Services performed during the prior month. Client shall pay each invoice submitted by and due Consultant within thirty (30) days unless it determines all of the Services billed for were not performed in a satisfactory manner in which event the invoice will be paid as soon any such issues are resolved.

- 5.3 Payment of any invoice by Client shall not imply inspection, approval, or acceptance of the Services by Client. Final payment shall be made upon completion and acceptance of the Services by Client. Final payment shall in no way relieve the Consultant of liability for its obligations or for faulty or defective Services discovered after final payment.
- 5.4 Client, by written order ("Change Order"), may make changes in the Services including, but not limited to, increasing or decreasing the Services or directing acceleration in the performance of the Services. Where practicable, Client and Consultant shall negotiate prior to the issuance of a Change Order the amount of any charge or Schedule change related to the Change Order. Whenever an event occurs or condition arises which Consultant considers a basis for additional compensation or time, Consultant shall so notify Client promptly by telephone, and confirm in writing, after the occurrence of the event or discovery of the condition, providing detailed information to substantiate Consultant's position. The liability of Client to Consultant for additional compensation or time related to the Change Order shall be limited to additional compensation authorized or time allowed by Client for Consultant's Services thereunder.

5.5 Defective Pricing

To the extent that the pricing provided by Consultant is erroneous and defective, the parties may, after review and agreement, correct pricing errors to comply with the intent of this Agreement and the Work Authorization.

5.6 Prohibition against Contingent Fees

The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that the Consultant has not received any non-Client fee related to this Agreement without the prior written consent of Client. For breach or violation of this warranty, Client shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement Price of consideration the full amount of such commission, percentage, brokerage or contingent fee.

Article 6. PERSONNEL

All personnel in the employ of the Consultant who work on the Project shall keep a record of time spent and all permissible expenses incurred. A summary of such information shall be available to Client. Supporting records shall be provided to Client by the Consultant upon request.

Article 7. OWNERSHIP AND USE OF STUDY DOCUMENTS

All data, material, and documentation originated and prepared for the Client pursuant to this contract, including all original materials and drawings, shall be delivered to the Client, who will have the right to use such information. The Consultant will have the right to use products of the Project for its own business purposes.

Article 8. TERMINATION

8.1 This Agreement may be terminated by the Client for cause upon fifteen (15) days written notice. Should termination occur prior to the completion of the scope of services as described in Article 2 and the Work Authorization, the Consultant will be paid for all labor and expenses incurred through the date of termination.

8.2 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. Upon such default, Client may terminate this contract in part or in whole upon written notice to the Consultant pursuant to this term.

8.3 Termination of the Agreement for Convenience of Client

Client may terminate this contract in part or in whole for its convenience upon written notice to the Consultant. The consultant shall be paid for any validated services under this Agreement up to the time of termination.

8.4 Specified excuses for delay or non-performance

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

8.5 Temporary suspension or delay of performance of contract

To the extent that it does not alter the scope of this agreement, Client may unilaterally order a temporary stopping of the work, or delay of the work to be performed by Consultant under this agreement.

Article 9. WAIVER

Waiver by Client of any default in performance by Consultant of any of the terms or conditions contained in this Agreement must be in writing and will not be deemed a continuing waiver of that default or any subsequent or other default.

Article 10. HOLD HARMLESS

Except as otherwise provided in this Agreement, Consultant shall indemnify and hold harmless Client and its employees and agents from and against all liabilities, claims, suits, demands,

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

Article 11. APPLICABLE LAWS

The Consultant agrees to comply with all federal, South Carolina, or local laws, regulations and ordinances that pertain to the execution of this Agreement. It is agreed between the parties hereto that the place of this Agreement, its status and the forum for resolution of any disputes, shall be Aiken County, South Carolina, and that this Agreement and all Services shall be governed by and interpreted pursuant to the laws of the State of South Carolina. All disputes shall be resolved in accordance with the applicable requirements of the South Carolina Consolidated Procurement Act.

Article 12. INSURANCE

- 12.1 The Consultant shall, at all times that this Agreement is in effect, cause to be maintained in force and effect an insurance policy(s) that will ensure and indemnify the Client against liability or financial loss resulting from injuries occurring to persons, property, or as a result of any negligent error, act, or omission of the Consultant in performance of the work during the term of this Agreement.
- **12.2** The Consultant shall provide, at all times that this agreement is in effect, Worker's Compensation insurance in accordance with the laws of the State South Carolina.
- **12.3** The Consultant shall provide, at all times that this Agreement is in effect, Insurance with limits of not less than:
 - <u>Workmen's Compensation Insurance</u> in accordance with the laws of the South Carolina.
 - <u>Public Liability Insurance</u> in an amount of not less than One Million (\$1,000,000) Dollars for injuries, including those resulting in death to any one person, and in an amount of not less than One Million (\$1,000,000) Dollars on account of any one occurrence.
 - Property Damage Insurance in an amount of not less than One Million (\$1,000,000)
 Dollars from damages on account of an occurrence, with an aggregate limit of One Million (\$1,000,000)
 - <u>Valuable Papers Insurance</u> 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.
 - <u>Professional Liability Insurance</u> in an amount of not less than One Million (\$1,000,000)
 Dollars or an amount that correlates to the aggregate fee on the project should it exceed \$1,000,000.

Article 13. SPECIAL PROVISIONS

As a part to this **AGREEMENT**, during the performance of this contract, the **CONSULTANT**, for itself, its assignees, and successors in interest, agrees as follows:

- 13.1 <u>Nondiscrimination</u>: The **CONSULTANT**, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and of leases of equipment.
- 13.2 <u>Solicitations for Subcontracts, Including Procurements of Materials and Equipment</u>: In all solicitations either by competitive bidding or negotiation made by the **CONSULTANT** for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the **CONSULTANT** of the **CONSULTANT**'s obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.
- 13.3 <u>Information and Reports</u>: The **CONSULTANT** shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the **OWNER** to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a **CONSULTANT** is in the exclusive possession of another who fails or refuses to furnish this information, **CONSULTANT** shall so certify to the **OWNER** as appropriate and shall set forth what efforts it has made to obtain the information.
- 13.4 <u>Sanctions for Noncompliance</u>: In the event of the **CONSULTANT's** noncompliance with the nondiscrimination provisions of this contract, the **OWNER** shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
 - 13.4.1 Withholding of payments to the **CONSULTANT** under the contract until the **CONSULTANT** complies, and/or
 - 13.4.2 Cancellation, termination, or suspension of the contract, in whole or in part.

Article 14. ENTIRETY OF AGREEMENT

This Agreement embodies the entire contract between the parties hereto and may be waived, amended, or supplemented only in writing, executed jointly by both parties.

Article 15. ATTACHMENTS

The following attachments, which are attached hereto, are part of this Contract:

Attachment 1 – Sample Work Authorization

	E REOF, the Parties here ized representatives, e				
	SIGNED THIS	DAY OF		, 2020	
CRANSTON ENG	INEERING GROUP, P.C.				
Attest	.	_ D	. Scott Williams,	P.E., as its President	
CITY OF NORTH	AUGUSTA				
Attest			achelle Moody, a dministrator	ns Interim City	

ATTACHMENT 1

LUMP SUM WORK AUTHORIZATION NO.

	OUP P.C., a Georgia corporation, dated, this e, and Payment Conditions for Services to be provided by on the Project known as:
City of North Augusta Authorized Representative: Address:	
Telephone No.:	
CRANSTON ENGINEERING GROUP, P.C. Author Representative: Address:	orized
Telephone No.:	
SERVICES. The Services shall be described in Attachme	nt to this Work Order.
uncertainties inherent in the Services, Schedules are es unless otherwise specifically described herein. PAYMENT AND EQUITABLE ADJUSTMENTS. This is a compensation and provisions for progress and final pay	in Attachment to this Work Authorization. Because of the timated and are subject to revision subject to approval of Client a lump sum Work Authorization. The Consultant's lump sum ments are specified in Attachment _ to this Work Authorization. Order and will be applied against the final invoice for this Work
Authorization. Consultant shall give Client prompt wri materially different from those anticipated by Consulta	tten notice of unanticipated conditions or conditions which are ant at the time the lump sum compensation was agreed upon. If a sum compensation shall be subject to equitable adjustment for
TERMS AND CONDITIONS. The terms and conditions Authorization, except as expressly modified herein.	s of the Agreement referenced above shall apply to this Work
ACCEPTANCE of the terms of this Work Authorization Representatives.	is acknowledged by the following signatures of the Authorized
CLIENT	CONSULTANT
Signature	Signature
Typed Name/Title	Typed Name/Title
Date of Signature	Date of Signature

ATTACHMENT #12A

RESOLUTION NO. 2020-20 AUTHORIZING THE CITY OF NORTH AUGUSTA TO EXECUTE WORK AUTHORIZATION NO. 1 WITH CRANSTON ENGINEERING GROUP, P.C. FOR PHASE ONE OF THE DOWNTOWN GREENEWAY CONNECTOR

WHEREAS, the Mayor and City Council selected Cranston Engineering Group, P.C. for on-call design services related to the Downtown Greeneway in Resolution 2020-19; and

WHEREAS, Cranston Engineering Group, P.C., in consultation with the Director of Engineering & Public Works, has submitted a Scope of Work and Fee Proposal for Phase One of The Downtown Greeneway Connector.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of North Augusta, South Carolina, in meeting duly assembled and by the authority thereof that the City Administrator is hereby authorized to execute Work Authorization No. 1 with Cranston Engineering Group, P.C. for engineering design services associated with Phase One of the Downtown Greeneway Connector, to sign agreements for services, approve change orders, make payments, and to sign all other documents related thereto, within the identified project budget.

BE IT FURTHER RESOLVED that funding for this Work Authorization shall be from the Sales Tax 3 Fund and shall not exceed \$150,000.00 without further City Council Authorization.

DONE, I	RATIFIED AND ADOPTED BY THE MAYOR AND CITY
COUNCIL OF THE CITY OF	NORTH AUGUSTA, SOUTH CAROLINA, ON THIS
DAY OF	2020.
, -	
	Robert A. Pettit, Mayor
	*
	ATTEST:
	Sharon Lamar
	City Clerk

ENGINEERING SERVICES FOR THE DOWNTOWN GREENEWAY CONNECTOR

ENGINE	ERING SERVICES FOR THE DOWNT	DAMA QUEFILIANAL COMMECTOR
	LUMP SUM WORK AUTHORIZAT	ION NO1
AUGUSTA ("Client"), and Work Authorization desc	CRANSTON ENGINEERING GROUP P.C.	vil Engineering Services between CITY OF NORTH L, a Georgia corporation, dated , this symment Conditions for Services to be provided by bject known as:
Downtown Gree	neway Connector, Phase 1 – Bluff Aven	ue Streetscape
-	gusta Authorized	
Representative:	Thomas C. Zeaser, P.E.	
Address:	100 Georgia Avenue	
	North Augusta, SC 29841	
Telephone No.:	(803) 442-5700	
	INEERING GROUP, P.C. Authorized	
Representative:	Mitchell B. Murchison, P.E.	
Address:	452 Ellis Street	
	Augusta, GA 30901	
Telephone No.:	(706) 722-1588	
SERVICES. The Services s	hall be described in Attachment <u>A</u> to	this Work Order.
	the Services, Schedules are estimated a	ment <u>A</u> to this Work Authorization. Because of the nd are subject to revision subject to approval of Client
compensation and provis Payment of <u>\$0</u> is du Authorization. Consultar materially different from	ions for progress and final payments are e upon signature of this Work Order an at shall give Client prompt written notic those anticipated by Consultant at the to proceed, Consultant's lump sum com	im Work Authorization. The Consultant's lump sum especified in Attachment _ to this Work Authorization. d will be applied against the final invoice for this Work see of unanticipated conditions or conditions which are time the lump sum compensation was agreed upon. If apensation shall be subject to equitable adjustment for
	<u>1S</u> . The terms and conditions of the A expressly modified herein.	greement referenced above shall apply to this Work
ACCEPTANCE of the terr Representatives.	ns of this Work Authorization is acknow	vledged by the following signatures of the Authorized
CLIENT		CONSULTANT
Signature		Signature
0		_

Typed Name/Title

Date of Signature

Typed Name/Title

Date of Signature

ATTACHMENT #12B



ENGINEERS - PLANNERS - SURVEYORS

452 Ellis Street Augusta, Georgia 30901 PO Box 2546 Augusta, Georgia 30903 706.722.1588 CranstonEngineering.com

May 21, 2020

Mr. Thomas C. Zeaser, PE Director of Engineering and Public Works City of North Augusta 100 Georgia Avenue, 2nd Floor North Augusta, South Carolina 29841

> Re: North Augusta Downtown Greeneway Connector Phase 1 Bluff Avenue Streetscape North Augusta, South Carolina Our File No. 2020-0245

Dear Mr. Zeaser:

In accordance with your request, we have prepared the following proposal for furnishing the necessary engineering, planning, and permitting services for the Bluff Avenue Streetscape. This project is part of Phase One of the updated Downtown Greeneway Connector Master Plan dated August 2019. This project consists of roadway enhancements, drainage improvements, and 10' concrete shared-use path from West Terrace to West Avenue with additional limited improvements to the existing sidewalk from West Avenue to the alley on the existing sidewalk.

The Bluff Avenue Streetscape project will include:

- Road Improvements with Multi Use Path Design
- Stormwater Drainage Improvements Within Corridor
- Associated Grading and Landscape Improvements

The improvements for this phase is approximately 2,000 linear feet. Please see attached Exhibit for limits of project area.

Scope of Services and Deliverables

1. Conceptual Design

Field Verification and Survey Review

- a. Preliminary Corridor Site Visit and Survey Review
- b. Confirm and Measure the Location of Existing Facilities
- c. Create Electronic Drawings (Basemap) in AutoCAD Civil 3D Based on Provided Survey and Field Verification

- d. Using Existing Concept Layout and Survey to Create A Concept Set of Drawings with Typical Cross Sections
- e. Provide Intersection Improvement Option(s) at Bluff Road and West Terrace

Program Review and Concept Plan (30% Plans)

- a. One Open Public Meeting with Optional Project Residential Only Meeting on the Same Date
- b. Finalize Concept Drawings
- c. Concept Review with SCDOT
- d. Quality Control Review
 - i. Design Team Review
 - ii. Owner Review
- e. Provide A Conceptual Cost Estimate

2. Preliminary Design

Preliminary Design Documents (60% Completion)

- a. Preliminary Site, Civil, And Storm Utility Design
- b. Update and Refine Cost Estimate for Preliminary Design
- c. SCDOT Coordination
- d. Quality Control Review
 - i. Design Team Review
 - ii. Owner Review
- e. Meet with City of North Augusta to Review Preliminary Plans

3. Final Construction Documents

Permitting and Construction Documents (100% Plans)

- a. Detailed Site, Civil, And Storm Utility Design
- b. Permitting and Construction Documents
- c. SCDOT Coordination
- d. SCDHEC Stornwater Permit Submittal
- e. City of North Augusta Regulatory Reviews & Coordination
- f. Provide A Final Engineering Cost Estimate
- g. Quality Control Review
 - i. Design Team Review
 - ii. Owner Review
- h. Consolidate/Conform Documents for Bid

4. Bid Support

Bid Support for One Biding Phase

- a. Attend Pre-Bid Meeting
- b. Provide Responses to Questions
- c. Issuing Any Required Addenda
- d. Attend Bid Opening

e Review Award Recommendation

5. SCDOT Encroachment Permit

- 1. Submit one Comprehensive Encroachment Permit to SCDOT
- 2. Limited to Improvements Within the Right-Of Way
- 3. Additional Permitting and Coordination Beyond an Encroachment Permit Is Not Included

Additional Services to be Provided as Necessary and Upon Request

6. Construction Administration

Construction Administration (T&M Estimated construction time 9 months)

- a. Attend pre-construction meeting.
- b. Review submittals, shop drawings, pay estimates, and change orders.
- c. Respond to contractor RFIs and provide updated drawings and direction as required.
- d. Provide periodic construction inspection as required or request to determine if the work is proceeding in accordance with the plans and specifications. Assume one per week.
- e. Attend one project closeout and prepare a list of items to be repaired prior to closeout project based on the site closeout.
- f. Review contractor furnished record drawings for completeness and accuracy.

7. Construction Easements

1. Provide Construction Easements on a per plat fee.

8. Boundary Survey

- 1. City of North Augusta to provide deed and plat research for all the subject lots.
- 2. Recover as many property corners along the frontage of Bluff Avenue as can be found and field locate using existing control shown on the plans.
- 3. Compile all data into comprehensive survey boundary to be used in construction plans and construction easement plats.

Project Assumptions:

- 1. No additional field survey is anticipated at this time. If any additional survey is needed or required for additional design City of North Augusta to provide or Cranston can provide on a time and material basis (T&M) or agreed upon scope and fee.
- 2. A boundary survey will be needed prior to completing any easement work or encroachment permitting.
- 3. The City of North Augusta will coordinate with Dominion Energy with any required power pole relocation or any additional street lighting.
- 4. If City of North Augusta decides on option to put electrical below ground additional coordination and design services may be required. No electrical or lighting design is included in this work order.

- 5. No traffic study or intersection improvement study is included in this work order. If it is determined that additional design requirements beyond an encroachment permit for SCDOT is required for intersection improvements a sperate fee will be provided for the additional engineering design.
- 6. Any substantial changes to the layout or design beyond the preliminary plan layout will require additional fees to be reimbursed on a T&M or mutually agreed to fee.
- 7. All fees charged by local, state or national reviewers or permit costs to be paid by The City of North Augusta or provided as a reimbursable fee per our rates and schedule attached.
- 8. Drainage improvements are limited to with-in the corridor as shown in except. Additional drainage improvements outside of the corridor are not included in this work order.
- 9. Geotechnical borings and analysis will be provided by The City of North Augusta to include pavement recommendations and subsurface conditions.
- 10. No additional permitting beyond the specific permits listed in the scope of work is expected or included in this work order.

Fee Proposal:

We would expect to submit periodic invoices covering the design work as it progresses and to receive payment within thirty days thereafter. The fee for the various services can be broken down as follows:

1. 2. 3.	Conceptual Design Preliminary Design Final Construction Documents	\$ \$ \$	18,430.00 49,560.00 45,485.00
4.	Bid Support	\$	3,390.00
5.	SCDOT Encroachment Permit	\$	4,105.00
	Basic Services Total	\$	120,970.00
<u>Additi</u>	onal Services (As Necessary or Requested)		
6.	Construction Phase (Estimated Time & Material)	\$	21,010.00
7.	Construction Easements (per Plat)	\$	550.00
8.	Boundary Survey	\$	8,625.00

Additional Services can be provided on a time and expense basis in accordance with our Schedule of Rates and Charges in effect at the time. We have attached our latest version dated June 1, 2019 for your reference.

Time of Completion:

We propose to begin work immediately upon your direction and expect to complete the concept phase within forty-five (45) days. We will then complete the preliminary plans sixty (60) days thereafter. Following your review and approval of our preliminary plans, we will complete the final design plans and prepare the contract documents within sixty (60) days, for a

Tom Zeaser May 21, 2020 Page 5 of 5

total time of one-hundred sixty-five (165) days following your notice to proceed, exclusive of times required for reviews.

If this Proposal is acceptable to you, please sign the enclosed copy and return it for our files. We appreciate the opportunity of making this proposal and trust that you find it satisfactory. Should you have any question concerning the scope of the services offered, or the fees, please do not hesitate to contact us at your earliest convenience.

Sincerely,

CRANSTON ENGINEERING GROUP, P.C.

fitchell I fin

Mitchell B. Murchison, PE

Thomas Parrott, PE

TMP/mbm	
Attachments: 2 ACCEPTED:	
City of North Augusta	
BY:	
TITLE:	
DATE:	

G:/AAA-Active Jobs/2020/2020-0058_COLUMBIA COUNTY PEAZA PARK/AB - Temporary Files Proposal/Draft Proposal doc



ENGINEERS - PLANNERS - SURVEYORS

452 Ellis Street Augusta, Georgia 30901 PO Box 2546 Augusta, Georgia 30903 706.722.1588 CranstonEngineering.com

June 1, 2019 SCHEDULE OF RATES & CHARGES TIME & MATERIAL BASIS

Personnel Charges:

	MO 50 00	D. II.
Lead Principal Engineer	\$250.00	Per Hour
Senior Principal Engineer/Planner	\$215.00	Per Hour
Senior Principal Engineer	\$215.00	Per Hour
Principal Engineer	\$190.00	Per Hour
Senior Professional Engineer II	\$175.00	Per Hour
Senior Professional Engineer I	\$160.00	Per Hour
Professional Engineer	\$130.00	Per Hour
Project Engineer II	\$95.00	Per Hour
Project Engineer I	\$85.00	Per Hour
Senior Engineering Technician	\$125.00	Per Hour
Engineering Technician II	\$80.00	Per Hour
Engineering Technician I	\$75.00	Per Hour
Landscape Architect I	\$85.00	Per Hour
Senior Land Surveyor	\$160.00	Per Hour
Land Surveyor	\$115.00	Per Hour
Project Surveyor II	\$90.00	Per Hour
Project Surveyor I	\$80.00	Per Hour
Survey Technician I	\$65.00	Per Hour
Survey Party	\$140.00	Per Hour
Survey Party – Robotic Scanner	\$150.00	Per Hour
CADD Technician II	\$65.00	Per Hour
CADD Technician I	\$55.00	Per Hour
Construction Observer II	\$70.00	Per Hour
Construction Observer I	\$65.00	Per Hour
Assistant Engineering Technician	\$35.00	Per Hour
Secretary/Administrative Assistant	\$60.00	Per Hour
Survey Party – Robotic Scanner CADD Technician II CADD Technician I Construction Observer II Construction Observer I Assistant Engineering Technician	\$150.00 \$65.00 \$55.00 \$70.00 \$65.00 \$35.00	Per Hour Per Hour Per Hour Per Hour Per Hour

Reimbursable Charges:

Mileage	IRS Rate plus 15%
Paper Prints	\$0.50/Square Foot
Other Reimbursable Items	Cost plus 15%

CITY OF NORTH AUGUSTA, SC

NORTH AUGUSTA DOWNTOWN GREENEWAY CONNECTOR

JULY 2019

DRAWING INDEX

SHEET

CONTENT COVER AND NOTES SITE PLAN DETAILS AND SECTIONS

PAVEMENT MARKING NOTES

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PROJECT OWNER
NORTH AUGUSTA FORWARD
CONTACT, AVERY SPEARS-MAHONEY
EXECUTIVE DIRECTION
400 WEST AVE, NORTH AUGUSTA SC 20641
PHONE: 803-510-0011

LANDSCAPE ARCHITECT

STUDIO MAIN LLC
BLAKE SANDERS, PLA - PRESIDENT
00 MAIN STREET
PELZER, SC 29669
BLAKE@STUDIOMARKLC.COM
064 617.0347

MALCONO. 11/3/1 1727





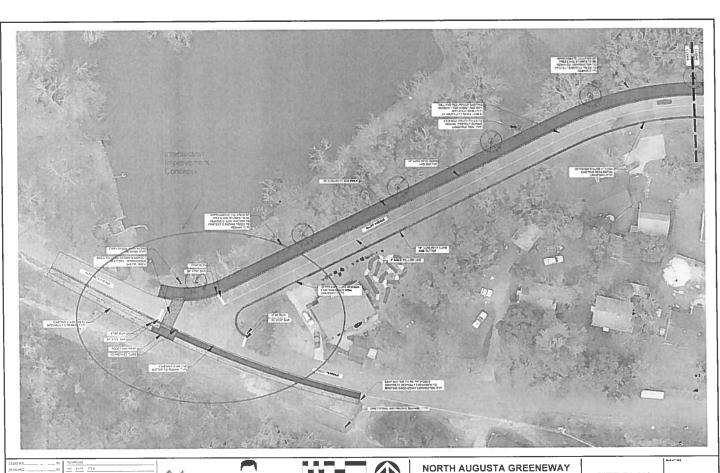




NORTH AUGUSTA GREENEWAY EXTENSION SCHEMATIC DESIGN CITY OF NORTH AUGUSTA, SC

COVER SHEET

1 of 7



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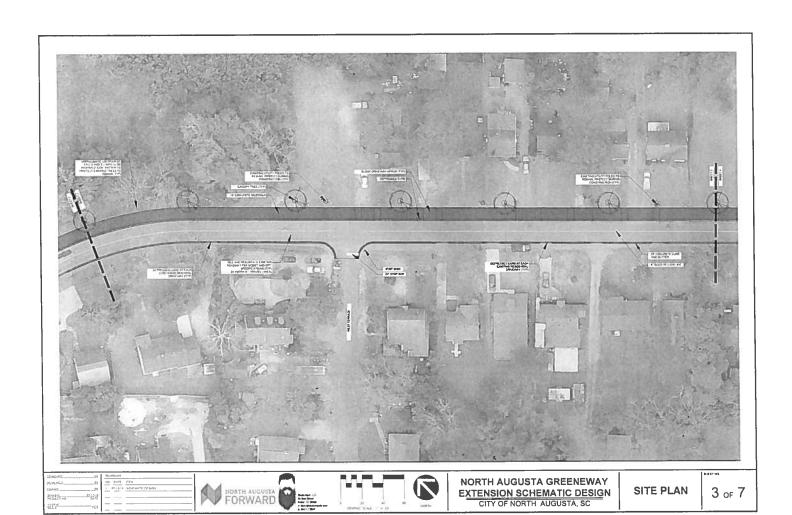


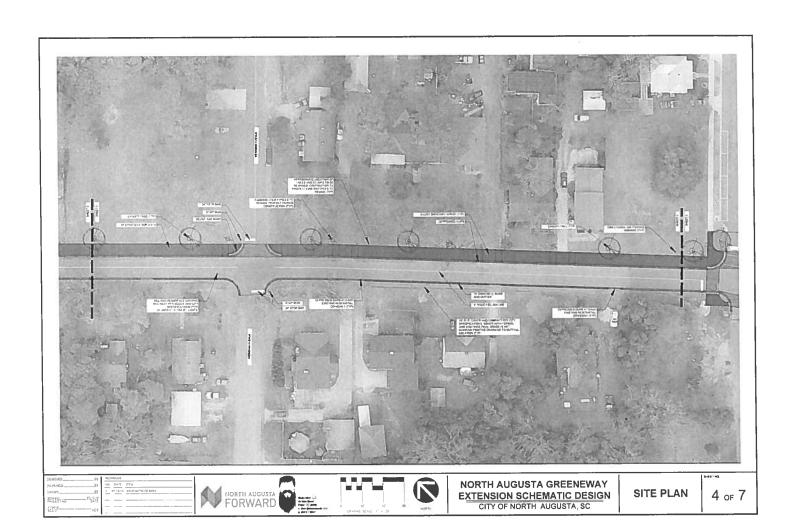


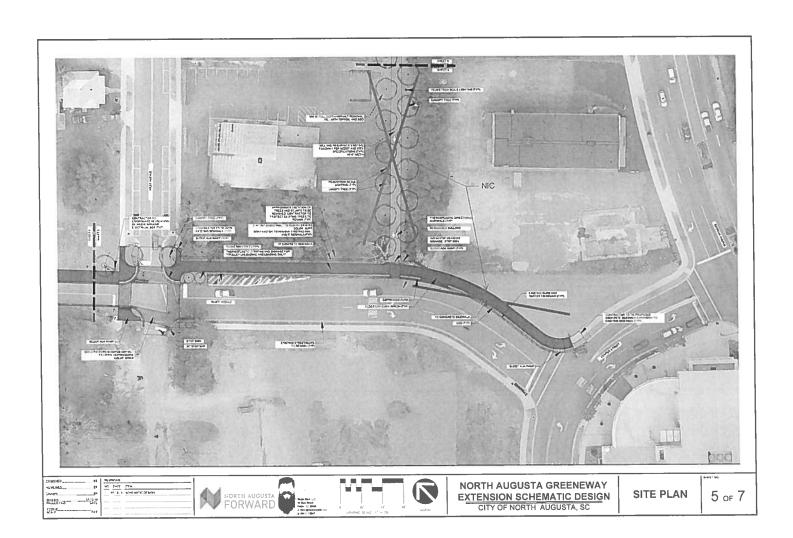
NORTH AUGUSTA GREENEWAY
EXTENSION SCHEMATIC DESIGN
CITY OF NORTH AUGUSTA, SC

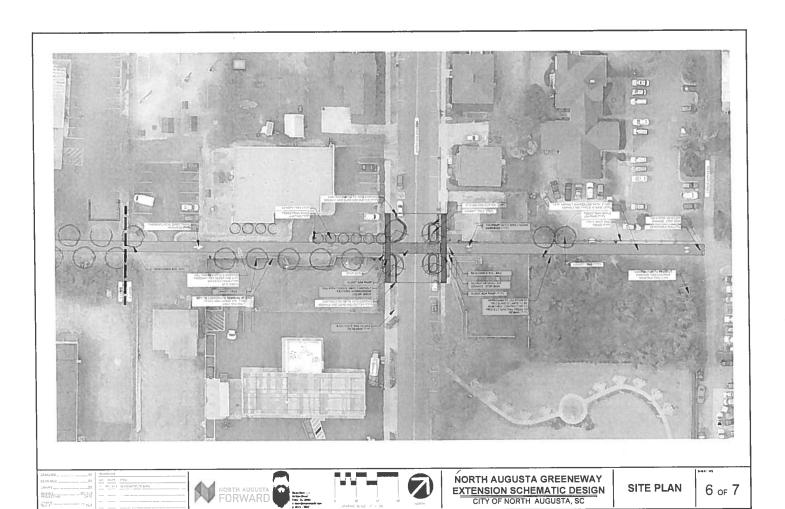
SITE PLAN

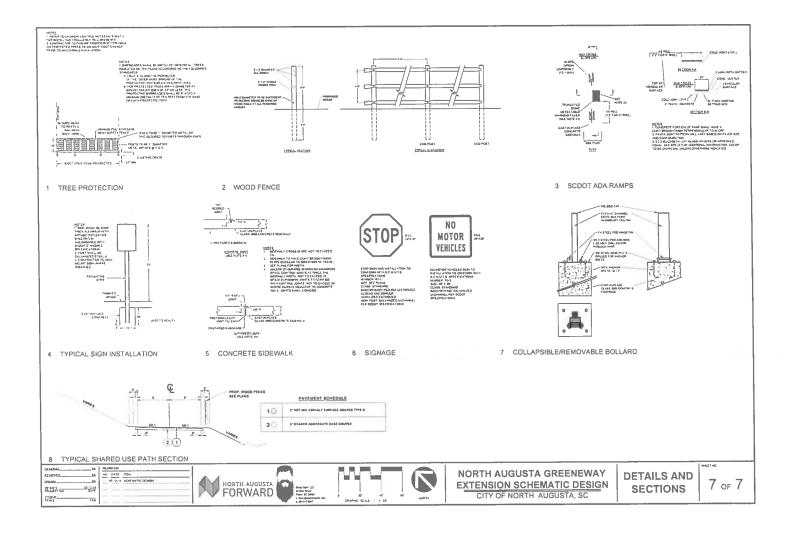
2 of 7











ATTACHMENT #13

RESOLUTION NO. 2020-21 RESTORATION OF HAMMONDS FERRY SOCCER FIELD

WHEREAS, the City of North Augusta in 2013 made a decision to use the Hammonds Ferry Soccer Field as a laydown for the construction of the new water reservoir and expansion of the water treatment facility; and

WHEREAS, the City of North Augusta agreed that the Hammonds Ferry Soccer Field would be restored to its prior condition pursuant to Parks & Recreation standards and procedures; and

WHEREAS, after the completion of the work performed by M.B. Kahn Construction on the water reservoir and water plant expansion, the Utilities Construction fund balance for this project is \$100,000; and

WHEREAS, bids were requested for the purpose of restoring Hammonds Ferry Soccer field with:

- 1. Removal of surface rocks and debris.
- 2. Installation of automatic sports field irrigation system.
- 3. Installation of perimeter subsurface drainage.
- 4. Addition and blending of 4 inches of Fairway Plating sand to existing soil for root zone growing mix and to achieve desired finished grades.
- 5. Installation of Certified TifTuff Bermuda grass sprigs.
- 6. 10 week grow-in fertilization program and irrigation monitored to achieve full coverage and optimum playability in time for fall use.

WHEREAS, on May 7, 2020, sealed bids were received from 4 contractors, publicly opened, read aloud, and thereafter, all bids were reviewed; and

WHEREAS, the qualifying low bid was submitted by Wilson Sports Turf, Lexington, South Carolina. The bid is in the amount of \$88,650.00; and

WHEREAS, funding is available from the Utilities Construction fund balance to restore the soccer field; and

WHEREAS, the Mayor and City Council of the City of North Augusta find that the awarding of such contract for the restoration of Hammond's Ferry Soccer Field is in the best interest of the City; and

NOW THEREFORE BE IT RESOLVED: (1) That the Contract be awarded to Wilson Sports Turf for the sum of \$88,650.00; (2) That the Interim City Administrator be authorized to execute all required documents; (3) That payment for said Contract be made from the Utilities Construction Fund.

DONE, RATIFIED AND ADO OF THE CITY OF NORTH AUGUSTA, SO , 2020.	PTED BY THE MAYOR AND CITY COUNCIL OUTH CAROLINA, ON THIS DAY OF
	Robert A. Pettit, Mayor
	ATTEST:
	Sharon Lamar, City Clerk

ATTACHMENT #14

RESOLUTION NO. 2020-22 A RESOLUTION TO ESTABLISH THE SMALL BUSINESS GRANT PROGRAM IN RESPONSE TO COVID-19

WHEREAS, the Mayor and City Council have discussed establishing a grant program to assist small businesses within the City of North Augusta limits that have been impacted by COVID-19; and

WHEREAS, the Mayor and City Council previously funded and established an application process for the Façade Improvement Program via Resolution 2017-10; and

WHEREAS, \$25,694 remains available for the Façade Improvement Program; and

WHEREAS, the Mayor and City Council have determined that a small business grant program is in the best interest of the City and should take precedence over the Façade Improvement Program at this time due to the impacts of COVID-19 on the small business community.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of North Augusta, in meeting duly assembled and by the authority thereof, that:

- 1. The Mayor and City Council do hereby establish the Small Business Grant Program and redirect \$25,000 of the Façade Improvement Program to the Small Business Grant Program in the Capital Projects Fund.
- 2. The Mayor and Interim City Administrator are hereby authorized to finalize the specifics of the program, to include the method of applying for such assistance and the proposed agreement to be entered into by the City with the business owner.
- 3. The Interim City Administrator is hereby authorized to proceed with the implementation of this program and to execute small business grant agreements in accordance with the application and agreement to include the execution of the small business grant agreement(s) when appropriate.

CICNED DV

Done, ratified and adopted by the Mayor and City Council of the City of North Augusta, South Carolina, on this the $1^{\rm st}$ day of June, 2020.

Robert A. I	Pettit, Mayor	
ATTESTED	BY:	