



DISCUSSION ITEMS
FOR
AUGUST 2, 2021
CITY COUNCIL MEETING

The documentation provided herewith consists of advance draft materials for review by Mayor and City Council. Such documents may be revised prior to the actual Council meeting before any formal consideration of same by Mayor and City Council. Said documents may also be revised by way of a proper amendment made at the Council meeting. These documents are informational only and not intended to represent the final decision of the Council.



Interoffice Memorandum

TO: Mayor and City Council

FROM: Jim Clifford, City Administrator

DATE: July 30, 2021

SUBJECT: Regular City Council Meeting of August 2 , 2021

REGULAR COUNCIL MEETING

ITEM 5. PUBLIC SAFETY: Presentation to Department of Public Services from Pedego Electric Bikes of Aiken

Coker Day, owner of Pedego Electric Bikes of Aiken, will present a gift of an electric bike to the Department of Public Safety. John Thomas, Director of Public Safety, will express the department's gratitude for the company's kindness and generosity.

ITEM 6. CITY COUNCIL: Recognition of Municipal Elected Official Institute of Government Graduates

Charlie Barrineau, Municipal Association of South Carolina Field Services Manager, will recognize the City's 2021 Municipal Elected Official Institute of Government graduates, Bob Brooks and Kevin Toole. These two Councilmembers join 2017 graduate, David McGhee, in this accomplishment.

ITEM 7. EASEMENT: Ordinance No. 2021-08 – Granting Easements across City Property Located on Georgia and Carolina Avenues to Adjoining Property Owners Who Rely upon Such Easements to Provide Access to Their Properties; Ordinance-Second Reading

An ordinance has been prepared for Council's consideration on second reading granting easements across City property on Georgia and Carolina Avenues to adjoining property owners who rely upon such easements to provide access to their properties.

Please see ATTACHMENT #7 for a copy of the proposed ordinance and supporting documents.

ITEM 8. ANNEXATION: Ordinance No. 2021-09 - To Change the Corporate Limits of the City of North Augusta by Accepting the Petition Requesting Annexation by the Landowners and by Annexing ±0.5 Acres of Land Located on Carriage Lane and Owned by Gore & Gore Investment Properties, LLC; Ordinance – First Reading

An ordinance has been prepared for Council's consideration on first reading to change the corporate limits of the City of North Augusta by accepting the petition requesting annexation by the Landowners and by Annexing ±0.5 Acres of Land Located on Carriage Lane and Owned by Gore & Gore Investment Properties, LLC.

Please see ATTACHMENT #8 for a copy of the proposed ordinance and supporting documents.

ITEM 9. ANNEXATION: Ordinance No. 2021-10 – To Change the Corporate Limits of the City of North Augusta by Accepting the Petition Requesting Annexation by the Landowners and Annexing ±14.3 Acres of Property Located Along Edgefield Road and Owned by QuikTrip Corporation; Ordinance – First Reading

An ordinance has been prepared for Council's consideration on first reading to change the corporate limits of the City of North Augusta by accepting the petition requesting annexation by the landowners and annexing ±14.3 acres of property located along Edgefield Road and owned by QuikTrip Corporation.

Please see ATTACHMENT #9 for a copy of the proposed ordinance and supporting documents.

ITEM 10. ENGINEERING AND PUBLIC WORKS: Resolution No. 2021-32 –Authorizing a Professional Services Contract for Geotechnical Engineering Services for the Knobcone Avenue Sidewalk Project

A resolution has been prepared for Council's consideration authorizing a professional services contract for Geotechnical Engineering Services for the Knobcone Avenue Sidewalk Project.

Please see ATTACHMENT #10 for a copy of the proposed resolution and proposal.

ORDINANCE NO. 2021-08
GRANTING EASEMENTS ACROSS CITY PROPERTY LOCATED ON
GEORGIA AND CAROLINA AVENUES TO ADJOINING PROPERTY
OWNERS WHO RELY UPON SUCH EASEMENTS TO PROVIDE
ACCESS TO THEIR PROPERTIES.

WHEREAS, originally what is now known as Calhoun Park was a Square bordered by West Forest Avenue on the North and Jackson Avenue on the South with residential properties on the East and West; and

WHEREAS, with the construction of Georgia Avenue and Carolina Avenue, what was previously a Square known as Calhoun Place was divided into three (3) parcels; and

WHEREAS, the parcel between Georgia and Carolina Avenue became known as Calhoun Park and the remaining parcels on each side of Georgia and Carolina Avenue that were originally a part of Calhoun Place are unnamed but are properties that are titled to the City; and

WHEREAS, the adjoining properties on Carolina and Georgia Avenue have always utilized these parcels to have ingress and egress to their property; and

WHEREAS, it is common that when real estate is being purchased or mortgaged, that a requirement is that ingress and egress access be confirmed; and

WHEREAS, currently there are five (5) properties, four (4) on the Georgia Avenue side and one (1) on the Carolina Avenue side that require an ingress and egress easement across the City Property to verify and confirm that there is access to either Georgia Avenue or Carolina Avenue; and

WHEREAS, the Mayor and City Council have determined that it is appropriate to formally confirm and grant ingress and egress easements across City Property to the parcels in question.

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

1. Parcel No. 007-10-07-001 known as 708 Carolina Avenue is hereby granted the right of ingress and egress across the property belonging to the City known as Tax Map and Parcel No. 007-10-09-002 in accordance with the Exhibit attached hereto marked Exhibit A and incorporated by reference.
2. That Parcel No. 007-10-07-001; 715 Georgia Avenue; Parcel No. 007-10-07-006; 713 Georgia Avenue; Parcel No. 007-10-07-005 711 Georgia Avenue and Parcel No. 007-10-07-004 709 Georgia Avenue are specifically granted ingress and egress to Georgia

Avenue across property belonging to the City known as Tax Map and Parcel No. 007-10-07-007, in accordance with the attachment hereto marked Exhibit "B" and incorporated by reference.

- 3. That the walkway/sidewalk in front of 715 Georgia Avenue across the City's property is also granted an easement.
- 4. All easements granted are non-exclusive but shall be considered appurtenant to the properties indemnified.
- 5. That the City Administrator is specifically authorized to execute any further deeds or documents necessary to carryout the intent of this Ordinance.
- 6. This Ordinance shall become effective immediately upon its adoption on the second and final reading.
- 7. All Ordinances or parts of Ordinances in conflict herewith are to the extent of such conflict hereby repealed.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS ____ DAY OF _____, 2021.

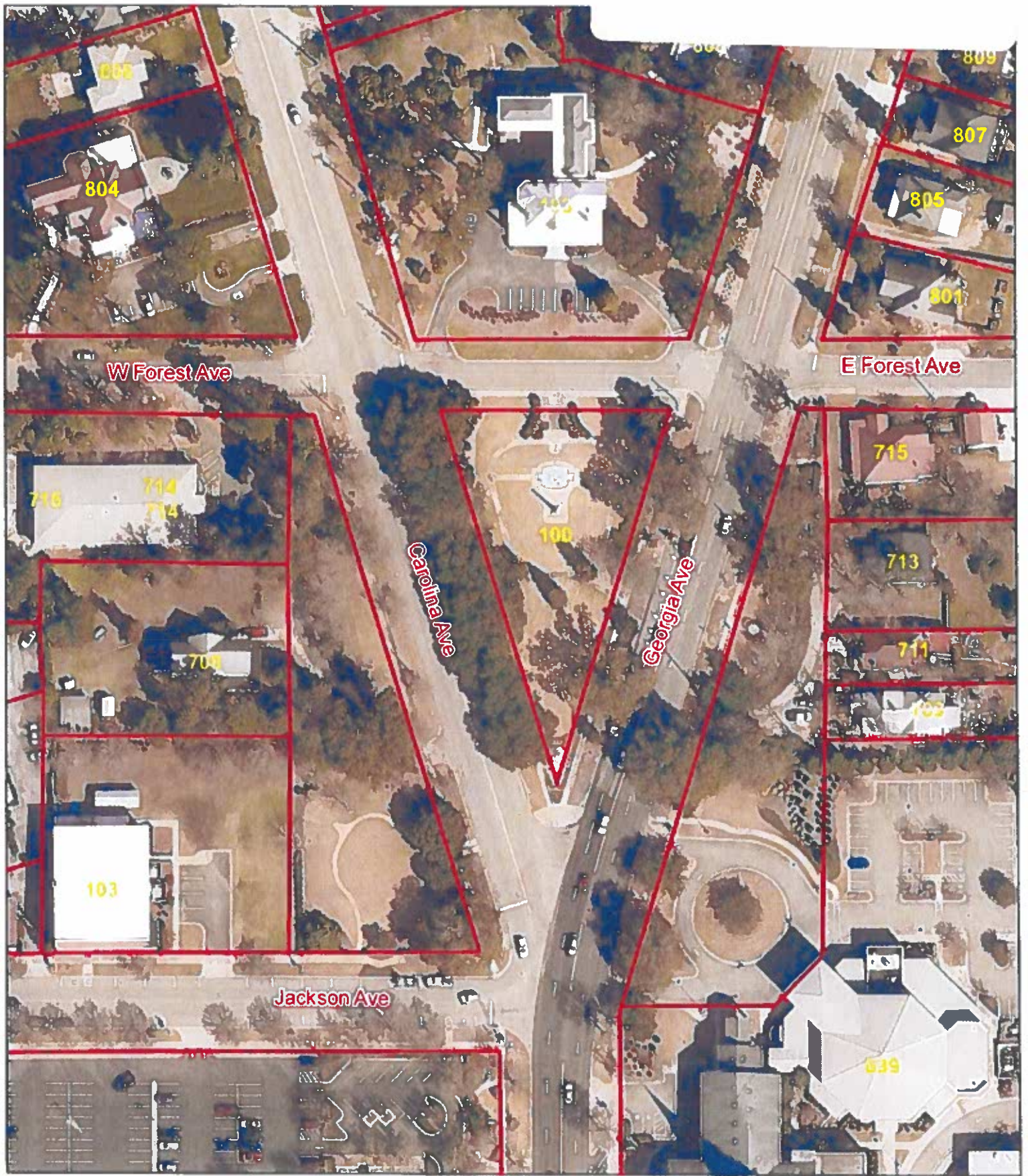
First Reading: _____

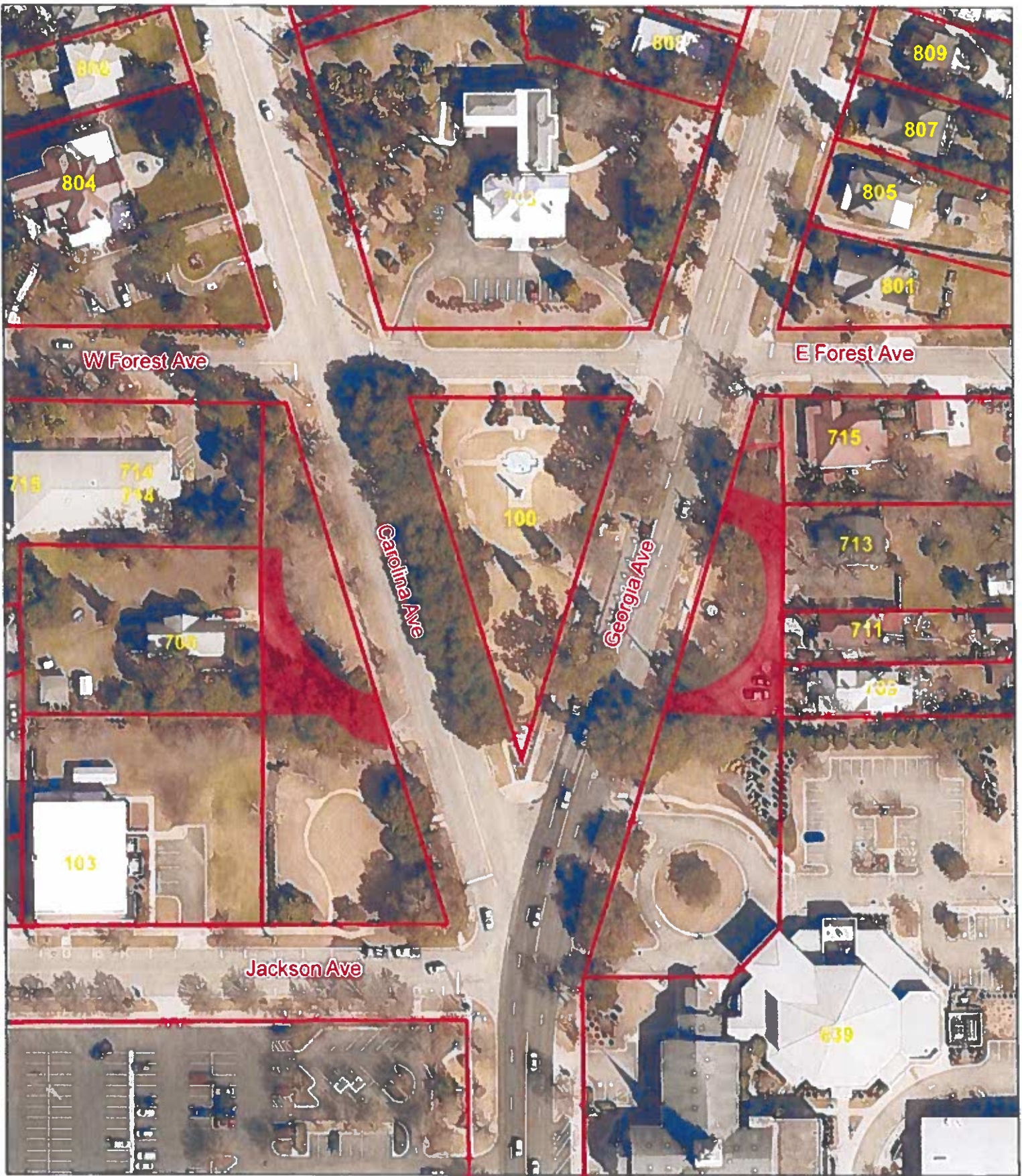
Second Reading: _____

BRITON S. WILLIAMS, MAYOR

ATTEST:

SHARON LAMAR, CITY CLERK





ORDINANCE NO. 2021-09
TO CHANGE THE CORPORATE LIMITS
OF THE CITY OF NORTH AUGUSTA BY ACCEPTING THE PETITION REQUESTING
ANNEXATION BY THE LANDOWNERS AND BY ANNEXING
± 0.5 ACRES OF LAND LOCATED ON CARRIAGE LANE
AND OWNED BY GORE & GORE INVESTMENT PROPERTIES, LLC

WHEREAS, Section 5-3-150(3) of the Code of Laws of the State of South Carolina provides that: "Notwithstanding the provisions of subsections (1) and (2) of this section, any area or property which is contiguous to a municipality may be annexed to the municipality by filing with the municipal governing body a petition signed by all persons owning real estate in the area requesting annexation. Upon the agreement of the governing body to accept the petition and annex the area, and the enactment of an ordinance declaring the area annexed to the municipality, the annexation is complete"; and

WHEREAS, the Mayor and City Council of the City of North Augusta, have reviewed the petition of the landowners requesting that their property be annexed into the City and determined that such Petition should be accepted and the property annexed into the City; and

WHEREAS, the zoning classification recommended for the properties proposed for annexation has been reviewed for consistency with the Future Land Use Classification of the properties as specified in the Land Use Element of the North Augusta 2017 Comprehensive Plan;

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

- I. The Petition of the landowners is accepted and the following described property shall be annexed into the City of North Augusta:

A portion of the parcel containing ±0.25 acres located on Carriage Lane, being shown and designated as Lot B on a plat prepared by William H. McKie, III, PLS and recorded in the Aiken County RMC Office in Plat Book 59, page 459, records of the RMC for Aiken County, South Carolina.

Tax Map & Parcel No.: 012-13-02-041

And

A parcel containing ±0.25 acres located on Carriage Lane, being shown and designated as Lot A on a plat prepared by William H. McKie, III, PLS and recorded in the Aiken County RMC Office in Plat Book 59, page 459, records of the RMC for Aiken County, South Carolina.

Tax Map & Parcel No.: 012-13-02-045

The property to be annexed is also shown on a map identified as "Exhibit A" titled "Map of Property Sought to be Annexed to the City of North Augusta" dated March 15, 2021, and prepared by the City of North Augusta.

- II. The zoning classification shall be R-5, Mixed Residential, as shown on a map identified as "Exhibit B" titled "R-5 Zoning of Property Sought to be Annexed to the City of North Augusta" dated March 15, 2021, and prepared by the City of North Augusta.
- III. All ordinances or parts of Ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.
- IV. This Ordinance shall become effective immediately upon its adoption on second and final reading.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS _____ DAY OF _____, 2021.

First Reading: _____

Second Reading: _____

Briton S. Williams, Mayor

ATTEST:

Sharon Lamar, City Clerk

STATE OF SOUTH CAROLINA)
)
)
)
COUNTY OF AIKEN)

PETITION FOR ANNEXATION
OF TWO PARCELS
TOTALLING ± 0.5 ACRES OF LAND
LOCATED ON CARRIAGE LANE
OWNED BY GORE & GORE
INVESTMENT PROPERTIES LLC

I, the undersigned, as freeholder and owner of property located along Carriage Lane, do respectfully petition the City Council for the City of North Augusta, South Carolina, for annexation of the hereinafter described property into the municipal corporate limits of the City of North Augusta, South Carolina. This petition is submitted in accordance with Title 5-3-150(3) of the Code of Laws of South Carolina, 1976, as amended.

The property sought to be annexed is as described as follows:

A portion of the parcel containing ±0.25 acres located on Carriage Lane, being shown and designated as Lot B on a plat prepared by William H. McKie, III, PLS and recorded in the Aiken County RMC Office in Plat Book 59, page 459, records of the RMC for Aiken County, South Carolina.

Portion of Tax Map & Parcel No.: 012-13-02-041

And

A parcel containing ±0.25 acres located on Carriage Lane, being shown and designated as Lot A on a plat prepared by William H. McKie, III, PLS and recorded in the Aiken County RMC Office in Plat Book 59, page 459, records of the RMC for Aiken County, South Carolina.

Tax Map & Parcel No.: 012-13-02-045

The property to be annexed is also shown on a map identified as "Exhibit A" titled "Map of Property Sought to be Annexed to the City of North Augusta" dated March 15, 2021, and prepared by the City of North Augusta.

This petition dated the 01 day of JUNE, 2021.

Property Owner Signature

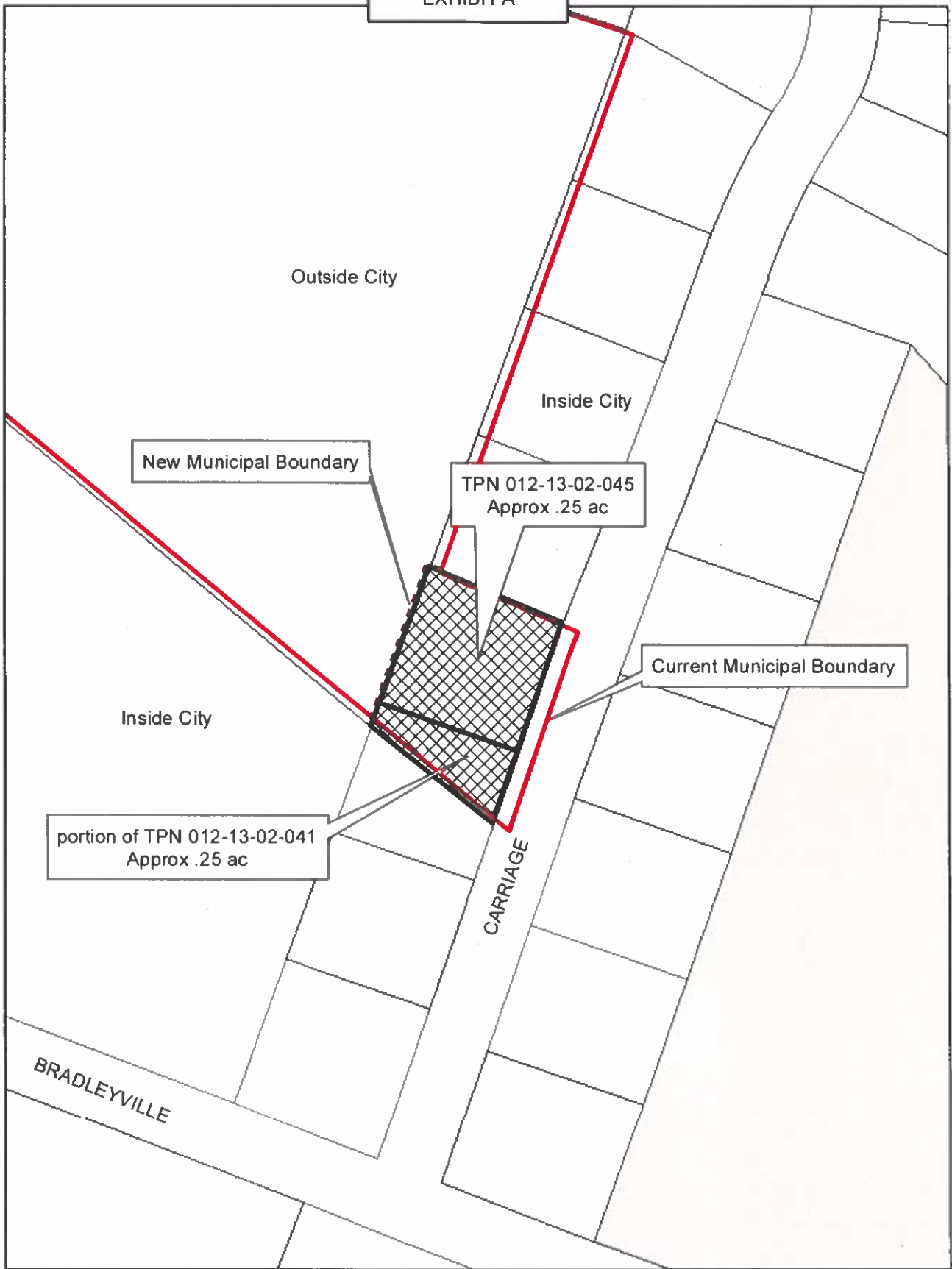
Witness



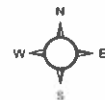
Gore & Gore Investments
Properties, LLC as its (title)

DORAND W GORE
OWNER

EXHIBIT A

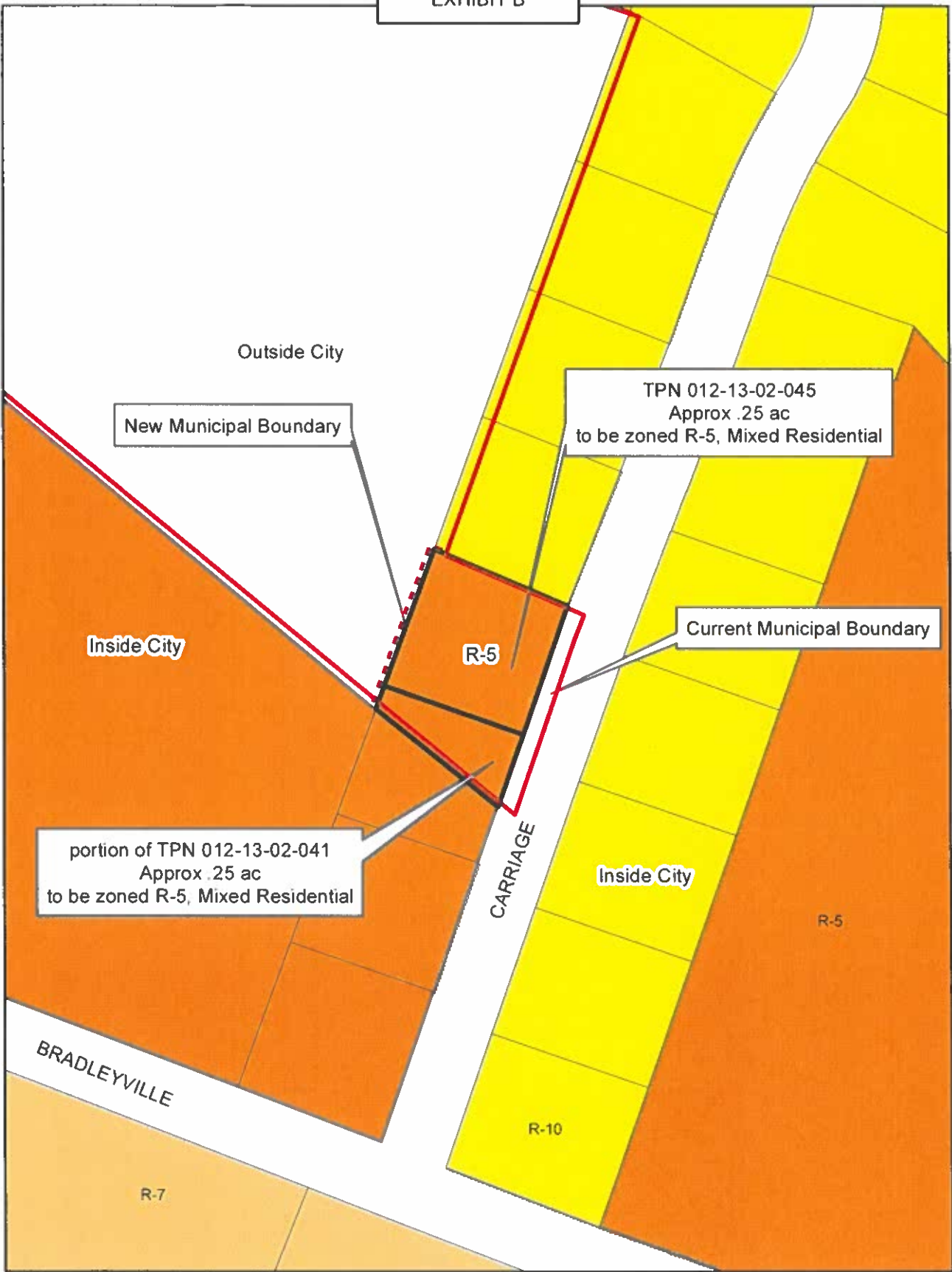


ANX21-002
 MAP OF PROPERTY
 SOUGHT TO BE ANNEXED
 TO THE CITY OF NORTH AUGUSTA

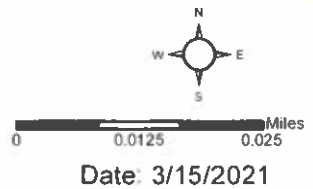


Date: 3/15/2021

EXHIBIT B



ANX21-002
ZONING OF PROPERTY
SOUGHT TO BE ANNEXED
TO THE CITY OF NORTH AUGUSTA



STATE OF SOUTH CAROLINA

GENERAL WARRANTY DEED

COUNTY OF AIKEN

KNOW ALL MEN BY THESE PRESENTS, THAT I, Doland Gore dba Olde South Construction in the State aforesaid for and in consideration of the sum of *transfer contribution to LLC*

to me paid by Gore & Gore Investment Properties, LLC
350 Currytowne Road
North Augusta, SC 29860

in the State aforesaid have granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said Gore & Gore Investment Properties, LLC, its successors and assigns, the following described property to-wit:

All those pieces, parcels or lots of land with the improvements thereon, situate, lying and being part in and part out of the City of North Augusta, Aiken County, South Carolina being shown and designated as LOTS A, B, C and D on a plat recorded in the Aiken County RMC Office in Plat Book 59, page 459 and also shown on a plat prepared by William H. McKie, III, PLS dated September 30, 1986, containing 1.05 acres, and recorded in Misc. Book 491, page 144, records of the RMC for Aiken County, South Carolina. For a more specific description, reference should be made to the aforesaid plats which are made a part and parcel hereof.

This is the identical property conveyed to Grantor by deed of Angela Adams Short f/k/a Angela Adams Stonum, et al dated November 19, 2018 and recorded in the Aiken County RMC Office in RB 4752, page 1811.

Tax Parcel #'s:
012-13-02-041
012-13-02-042 —
012-13-02-046 —
012-13-02-045
012-13-02-047 —

TOGETHER with all and singular, the rights, members hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all singular the premises before mentioned unto the said Gore & Gore Investment Properties, LLC, its successors and assigns.

2021001012
 DEED
 RECORDING FEES \$15.00
 STATE TAX \$0.00
 COUNTY TAX \$0.00
 PRESENTED & RECORDED:
 01-12-2021 02:00 PM
 JUDITH WARNER
 REGISTER OF MESNE CONVEYANCE
 AIKEN COUNTY, SC
 BY: QUINLAN BATES DEPUTY
 BK: RB 4899
 PG: 1385 - 1386

And I do hereby bind myself and my heirs and assigns to warrant and forever defend all and singular the said premises unto the said Gore & Gore Investment Properties, LLC, its successors and assigns against myself and my heirs and assigns and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS my Hand(s) and Seal(s) this 11th day of January, In the year of Two Thousand and Twenty One And in the Two Hundred Forty-Fifth Year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered

in the presence of:




_____ (Seal)
Doland Gore dba Olde South
Construction



STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

ACKNOWLEDGMENT

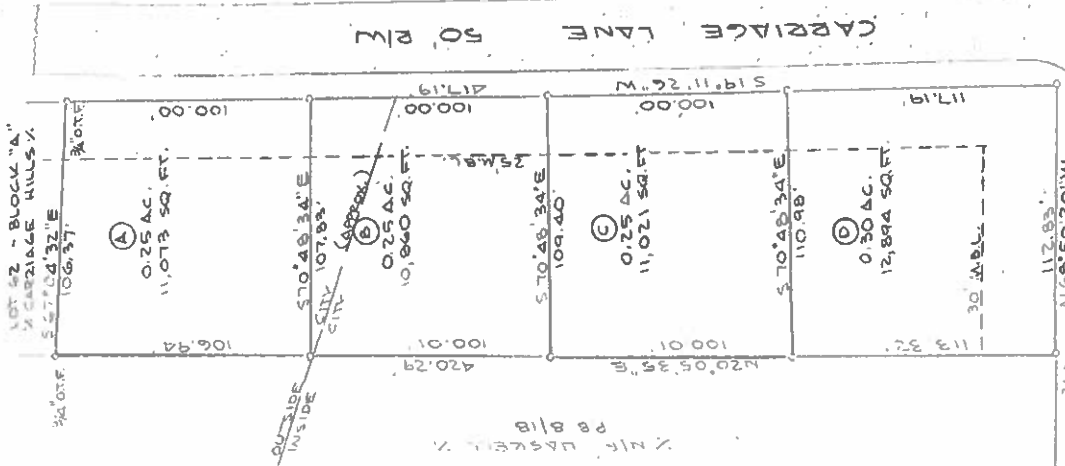
I, Lark W. Jones, a notary for the State of South Carolina do hereby certify that Doland Gore dba Olde South Construction personally appeared before me this day and acknowledged the due execution of the foregoing Deed.

Witness my hand and seal this 11th day of January, 2021.



Notary Public for State of South Carolina
Commission Expires: 1-15-23

File No.: 20-332
Return To:
Lark W. Jones
107 W. Pine Grove Avenue
North Augusta, SC 29841



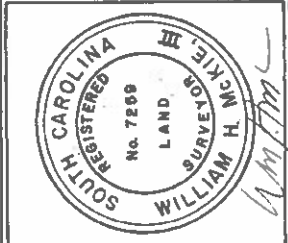
NOTES:

1. THERE IS A 30' MINIMUM BUILDING LINE ON ALL LOTS, UNLESS OTHERWISE SHOWN.
2. THERE WILL BE A 5' EASEMENT ON EACH SIDE OF ALL SIDE LOTS LINES AND A 10' EASEMENT ON ALL REAR LOT LINES, FOR DRAINAGE AND UTILITIES UNLESS OTHERWISE SHOWN.
3. WATER BY CITY OF NORTH AUGUSTA, S.C.
4. SEWER BY CITY OF NORTH AUGUSTA, S.C.
5. #4 REBARS SET AT ALL LOT CORNERS UNLESS OTHERWISE SHOWN.

NOTE: PORTION OUTSIDE NORTH AUGUSTA CITY LIMITS IS TAX PARCEL NO. 00-017-01-12B AND CONTAINS APPROX. 0.19 AC. PORTION INSIDE NORTH AUGUSTA CITY LIMITS IS TAX PARCEL NO. 00-017-01-043 AND CONTAINS APPROX. 0.16 AC.

REFS.: MISC 491, PG. 144

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CONSTITUTION AND STATUTES OF THE STATE OF SOUTH CAROLINA AND MEETS THE REQUIREMENTS FOR A CLASS SURVEY AS SPECIFIED THEREIN. ALSO THERE ARE NO VISIBLE ENCUMBRANCES OR PROJECTIONS OTHER THAN SHOWN. ALSO THAT THIS PROPERTY DOES NOT FALL WITHIN THE FLOOD HAZARD AREA AS DETERMINED BY OFFICIAL F.I.A. FLOOD HAZARD MAPS IN EFFECT AT THIS TIME.



PLAT FOR
JOHN ADAMS
 SHOWING FOUR LOTS ON CARRIAGE LANE LOCATED
 IN NORTH AUGUSTA
AIVEN COUNTY SOUTH CAROLINA

GRAPHIC SCALE: 1" = 50' 0 50 100 150 FEET

SCALE: 1" = 50'

SURVEYED: W.H.M.

WILLIAM H. MCKIE, III P.L.S.
 P.O. BOX 6812 N. AUGUSTA, S.C. 29841
 PHONE: (803) 279-6277

DATE: 1/29/02
 DRAWN: W.H.M.

ORDINANCE NO. 2021-10
TO CHANGE THE CORPORATE LIMITS
OF THE CITY OF NORTH AUGUSTA
BY ACCEPTING THE PETITION REQUESTING ANNEXATION BY THE
LANDOWNERS AND ANNEXING ± 14.3 ACRES OF PROPERTY LOCATED
ALONG EDGEFIELD RD AND OWNED BY
QUIKTRIP CORPORATION

WHEREAS, Section 5-3-150(3) of the Code of Laws of the State of South Carolina provides that: "Notwithstanding the provisions of subsections (1) and (2) of this section, any area or property which is contiguous to a municipality may be annexed to the municipality by filing with the municipal governing body a petition signed by all persons owning real estate in the area requesting annexation. Upon the agreement of the governing body to accept the petition and annex the area, and the enactment of an ordinance declaring the area annexed to the municipality, the annexation is complete"; and

WHEREAS, the Mayor and City Council of the City of North Augusta, have reviewed the petition of the landowners requesting that their property be annexed into the City and determined that such Petition should be accepted and the property annexed into the City; and

WHEREAS, the zoning classification recommended for the properties proposed for annexation has been reviewed for consistency with the Future Land Use Classification of the properties as specified in the Land Use Element of the North Augusta 2017 Comprehensive Plan;

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

- I. The Petition of the landowners is accepted and the following described property shall be annexed into the City of North Augusta:

A parcel containing ±14.3 acres located along Edgefield Road, as shown on a plat made for Norman M. Pate and Jo M. Pinner by Tripp Land Surveying, Inc., dated May 7, 2013, and recorded in Misc. Book 57, Page 203, records of Aiken County, South Carolina, including all adjacent right-of-way.

Tax Map & Parcel No.: 011-07-01-003

The property to be annexed is also shown on a map identified as "Exhibit A" titled "Map of Property Sought to be Annexed to the City of North Augusta" dated October 1, 2020 and prepared by the City of North Augusta.

- II. The zoning classification shall be GC, General Commercial, as shown on a map identified as "Exhibit B" titled "General Commercial Zoning of Property Sought to be Annexed to the City of North Augusta" dated October 1, 2020, and prepared by the City of North Augusta.

- III. All Ordinances or parts of Ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.
- IV. This Ordinance shall become effective immediately upon its adoption on second and final reading.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS _____ DAY OF _____, 2021.

First Reading: _____

Second Reading: _____

Briton S. Williams, Mayor

ATTEST:

Sharon Lamar, City Clerk

STATE OF SOUTH CAROLINA)
)
)
)
COUNTY OF AIKEN)

PETITION FOR ANNEXATION
OF ±14.3 ACRES OF LAND
LOCATED ALONG EDGEFIELD ROAD
OWNED BY QUIKTRIP CORPORATION

I, the undersigned, as freeholders and owners of property located on Edgefield Road, Tax Map & Parcel No. 011-07-01-003, do respectfully petition the City Council for the City of North Augusta, South Carolina, for annexation of the hereinafter described property into the municipal corporate limits of the City of North Augusta, South Carolina. This petition is submitted in accordance with Title 5-3-150(3) of the Code of Laws of South Carolina, 1976, as amended.

The property sought to be annexed, inclusive of all adjacent right-of-way, is described as follows:

A parcel containing ±14.3 acres located along Edgefield Road, as shown on a plat made for Norman M. Pate and Jo M. Pinner by Tripp Land Surveying, Inc., dated May 7, 2013, and recorded in Misc. Book 57, Page 203, records of Aiken County, South Carolina, including all adjacent right-of-way.

Tax Map & Parcel No.: 011-07-01-003

The property to be annexed is also shown on a map identified as "Exhibit A" titled "Map of Property Sought to be Annexed to the City of North Augusta" July 20, 2021 and prepared by the City of North Augusta.

This petition dated the 21st day of July, 2021

Witness

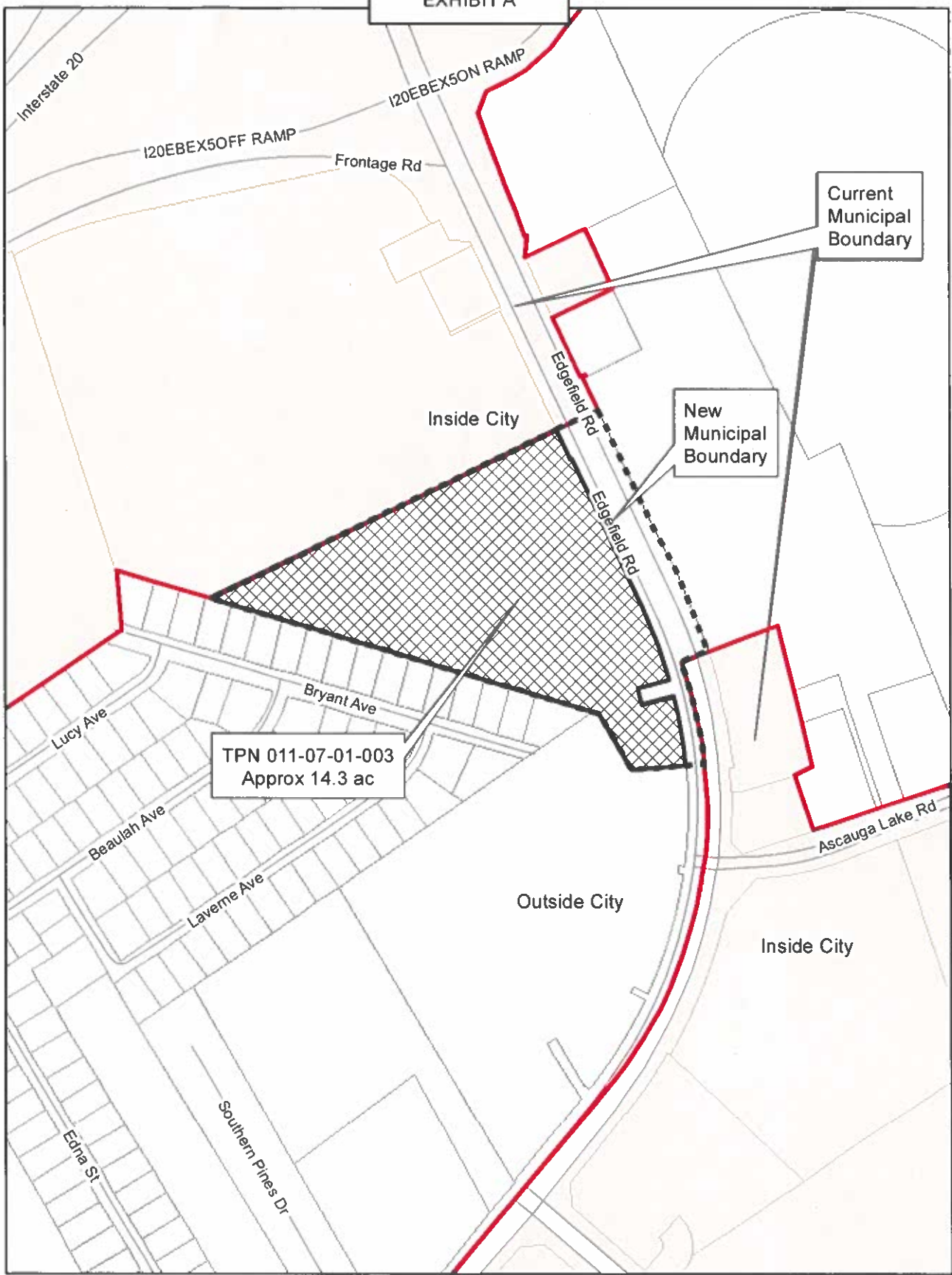


Property Owner Signatures

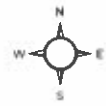


QuikTrip Corporation
Paulette Morin
as it's Real Estate Project Manager
(title)

EXHIBIT A

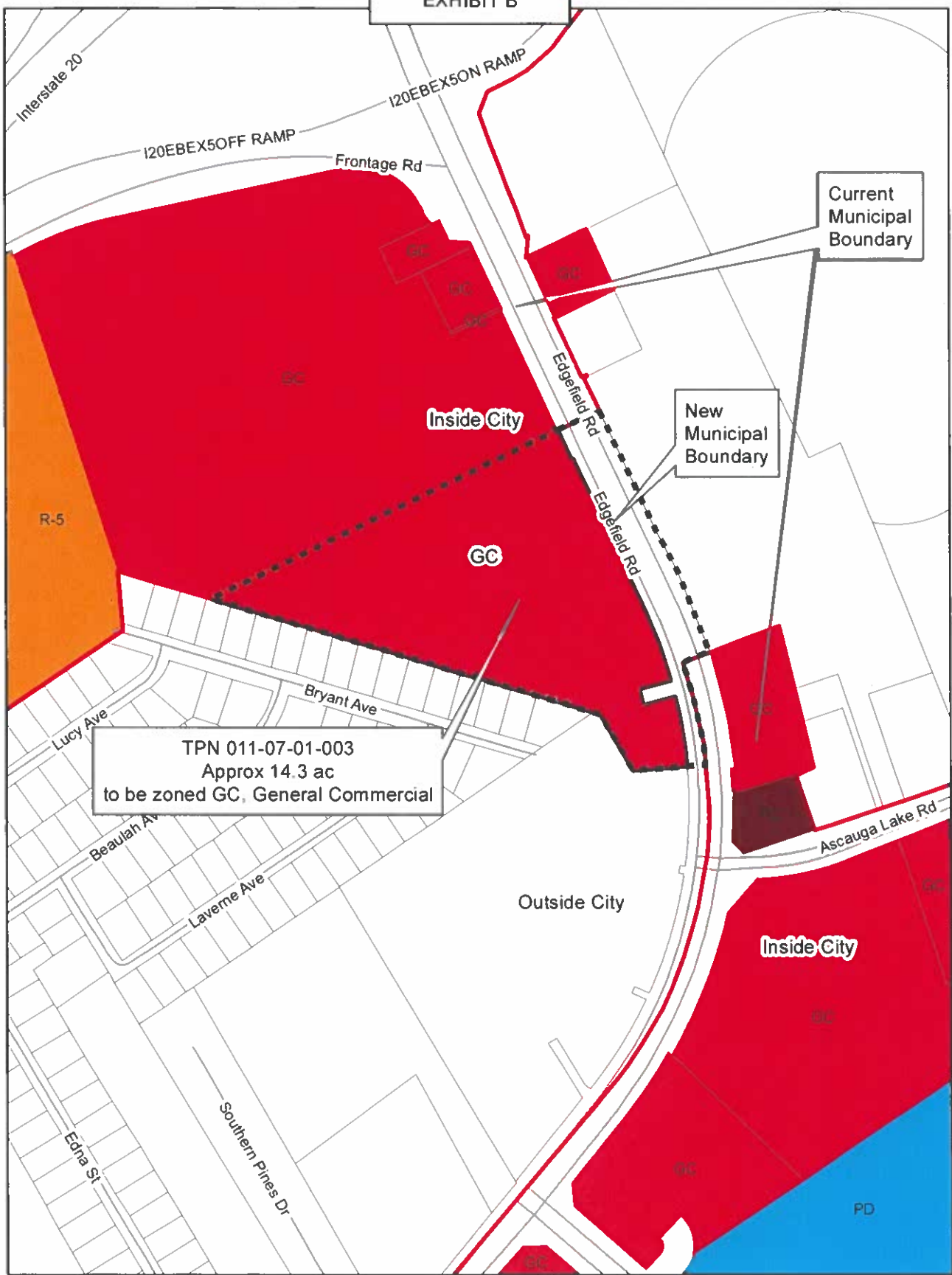


ANX21-003
 MAP OF PROPERTY
 SOUGHT TO BE ANNEXED
 TO THE CITY OF NORTH AUGUSTA



Date: 7/20/2021

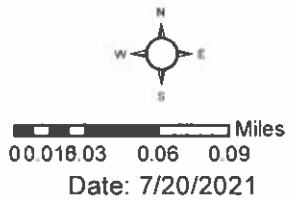
EXHIBIT B



TPN 011-07-01-003
 Approx 14.3 ac
 to be zoned GC, General Commercial



ANX21-003
 ZONING OF PROPERTY
 SOUGHT TO BE ANNEXED
 TO THE CITY OF NORTH AUGUSTA



AIKEN COUNTY ASSESSOR
 Tax Map:
 011-07-01-003
 Date: 07/02/2021
 Drawn by and when recorded, return to:
 Daniel R. Visalli, Swindell & Visalli, PLLC
 1043 E. Morehead St, Suite 303, Charlotte, NC 28204

AIKEN COUNTY, SC	
2021019342	DEED
RECORDING FEES	\$15.00
STATE TAX	\$4225.00
COUNTY TAX	\$1787.50
PRESENTED & RECORDED	
06-28-2021	02:01 PM
JUDITH WARNER	
REGISTER OF MESNE CONVEYANCE	
AIKEN, COUNTY SC	
By: QUINLAN BATES	
BK:RB 4941	PG:2189-2194

STATE OF SOUTH CAROLINA)
)
 COUNTY OF AIKEN)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that **WILLIE JO MATHIS PINNER, NORMAN MATHIS PATE AND JOSEPH H. PATE** (collectively, "Grantor"), in consideration of the sum of [See Attached Affidavit of Consideration], the receipt of which is hereby acknowledged, has granted, bargained, sold, and released, and by these presents, does hereby grant, bargain, sell and release unto **QUIKTRIP CORPORATION**, an Oklahoma corporation ("Grantee") and Grantee's successors and assigns forever, subject to the Permitted Exceptions set forth below, the following described property:

BEING all of that tract, lot or parcel of land located in Aiken County, South Carolina, described on Exhibit A, attached hereto and incorporated herein.

TOGETHER with all improvements located therein and all easements, rights and permits appurtenant thereto.

TMS No. 011-07-01-003

Grantee Address: P.O. Box 3475, Tulsa, OK 74101, Attn: President
 Tax Notice Address: Attn: Tax Department, P.O. Box 3475, Tulsa, Oklahoma 74101-3475

TO HAVE AND TO HOLD all and singular the said premises before-mentioned unto the said Grantee, and the Grantee's successors and assigns forever. And the Grantor does hereby bind the Grantor and the Grantor's successors and assigns to warrant and forever defend all and singular the said premises unto the Grantee and the Grantee's successors and assigns and against every person lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but no others, except as to the following exceptions to title (the "Permitted Exceptions"): (1) real property taxes for the year 2021 and subsequent years, not yet due and payable; (2) Matters shown on plats recorded in Plat Book 1, Page 148, and Plat Book 57, Page 203 of the Aiken County Public Registry; (3) Easements granted to the City of North Augusta in instruments recorded in Book 1820, Page 258 and Book 4270, Page 136 of the Aiken County Public Registry; (4) Zoning ordinances and other applicable laws; and (5) Matters shown on that certain ALTA/NSPS Survey prepared by Survey Matters, LLC first dated June 28, 2020.

[EXECUTION ON FOLLOWING PAGE]

✓
WITNESS the Grantor's hand and seal this 24th day of June, 2021.

SIGNED, Sealed and Delivered

GRANTOR:

Witnesses:

Amy Lewallen
Name: Amy Lewallen

David W. Sanders
Name: David W. Sanders

Willie Jo Mathis Pinner (SEAL)
Willie Jo Mathis Pinner

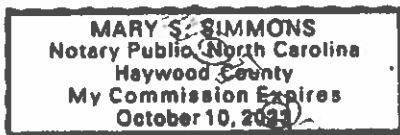
STATE OF North Carolina

COUNTY OF Buncombe

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Willie Jo Mathis Pinner.

Date: 6-24-21

Mary S. Simmons
Printed or Typed Name: MARY S. SIMMONS
Notary Public



My commission expires: 10-10-23

[Official Stamp/Seal]

WITNESS the Grantor's hand and seal this 24th day of June, 2021.

SIGNED, Sealed and Delivered

GRANTOR:

Witnesses:

Name: [Signature]

Joseph H. Pate (SEAL)
Joseph H. Pate

Name: [Signature]

STATE OF IL

COUNTY OF Winnebago

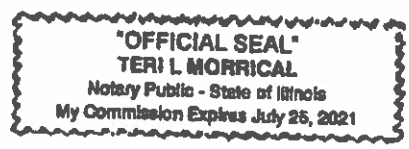
I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Joseph H. Pate.

Date: June 24 2021

[Signature]
Printed or Typed Name: Teri L Morrival
Notary Public

My commission expires: July 25 2021

NOT OFFICIAL
[Official Stamp/Seal]



WITNESS the Grantor's hand and seal this 24th day of June, 2021.

SIGNED, Sealed and Delivered

GRANTOR:

Witnesses:

Bert
Name: Bert Sales

Norman M. Pate (SEAL)
Norman Mathis Pate

Mary Ann Seward
Name: Mary Ann Seward

STATE OF Virginia

COUNTY OF King William

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Norman Mathis Pate.

Date: 6/24/2021

Mary Ann Seward
Printed or Typed Name: Mary Ann Seward
Notary Public

My commission expires: 10/31/2025

[Official Stamp/Seal]

NOT OFFICIAL

MARY ANN SEWARD
NOTARY PUBLIC
REG. # 324734
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES OCTOBER 31, 2023

RESOLUTION NO. 2021-32
AUTHORIZING A PROFESSIONAL SERVICES CONTRACT FOR GEOTECHNICAL
ENGINEERING SERVICES FOR THE KNOBCONE AVENUE SIDEWALK PROJECT

WHEREAS, the City of North Augusta (City) applied for and was awarded a Transportation Alternative Program (TAP) grant from the South Carolina Department of Transportation (SCDOT) to construct a sidewalk on Knobcone Avenue; and

WHEREAS, the City submitted preliminary construction plans to SCDOT for review; and

WHEREAS, in their review, the SCDOT identified certain elements that require geotechnical testing and engineering evaluation; and

WHEREAS, the SCDOT maintains an "On-Call" list of approved geotechnical engineering services consultants; and

WHEREAS, the City solicited written bids from three firms on the SCDOT's on-call list; and

WHEREAS, bids were received as follows:

Terracon Consultants, Inc. - \$19,600.00

F&ME Consultants - \$21,000.00

S&ME, Inc. - \$38,981.90

WHEREAS, the Director of Engineering & Public Works recommends award to the low-bidder, Terracon Consultants, Inc. to be in the best interest of the City.

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, Terracon Consultants, Inc. shall be awarded the contract to perform Geotechnical Engineering Services for the Knobcone Avenue Sidewalk Project at the bid amount of \$19,600.00.

BE IT FURTHER RESOLVED that funding for this contract shall be from the Street Improvement Fund, Sidewalk/Curbing Program.

BE IT FURTHER RESOLVED THAT THE City Administrator is authorized to execute any documents required for the entering into of this contract.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS _____ DAY OF _____, 2021.

Briton S. Williams, Mayor

ATTEST:

Sharon Lamar, City Clerk

July 15, 2021



City of North Augusta SC
100 Georgia Avenue
North Augusta, SC 29841

Attn: Mr. Thomas Zeaser, P.E.

Re: Proposal for Geotechnical Engineering Services
S-1905 (Knobcone Avenue) Sidewalk
North Augusta, SC
Terracon Proposal No. P73215050.R2

Dear Mr. Zeaser:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to provide geotechnical engineering services for the above referenced project. This proposal outlines our understanding of the project and scope of services and provides a lump sum fee for our services.

As requested by Mr. Zeaser, the proposal has been updated to reflect the comments regarding the work scope by the SCDOT.

A. PROJECT INFORMATION

Site Conditions

ITEM	DESCRIPTION
Location	The project site is located along S-1905 (Knobcone Avenue) from S-901 (Pisgah Road) to west of S-898 (Coulter Drive) at the North Augusta High School in Lexington, SC.
Existing improvements	The area along the south side of S-1905 (Stations 0+00 to 11+91) is essentially undeveloped and wooded. The area along the north side of S-1905 (Stations 15+33.88 to 20+31.86) is bordered by a park. A power line is also located all along the edge of the road in this area.
Current ground cover	Wooded in the area on the south side of the road and grassed in the area on the north side of the road.
Existing topography	The south side area slope down to the edge of the roadway. The slope in the area is relatively flat, generally 5H:1V or flatter. The north side area slopes downward away from the roadway. Its slope is about 2H:1V to 3H:1V.
Proposed construction	The construction will include the installation of sidewalks along S-1905 from S-901 to west of S-898, Stations 0+00 to 20+31.86. On the south side of the street the sidewalk will be placed between Stations 0+11.91 and extend



Terracon Consultants, Inc. 521 Clemson Road Columbia, South Carolina 29229
P [803] 741 9000 F [803] 741 9900 terracon.com

ITEM	DESCRIPTION
	<p>to about Station 15+00. The work will include the grading of the area, flattening the sidewalk area and steepening the slope to about 3H:1V.</p> <p>On the north side, a sidewalk will be placed between Stations 15+33.88 and 20+31.86. To facilitate flattening the sidewalk area, a mechanically stabilized earth (MSE) retaining wall is planned. Its height is up to 6 feet and will be built into an existing slope, so the ground will slope down and away from the low side of the wall.</p>

Should any of the above information or assumptions be inconsistent with the planned construction, please let us know so that we may make any necessary modifications to this proposal.

B. SCOPE OF SERVICES

The services to be provided by Terracon are summarized in the following paragraphs.

Field Program

Terracon will follow the guidelines for exploration indicated in the Geotechnical Design Manual (2019). For proposed construction, the exploration requirements for excavation and Earth Retaining Structures (ERS) would apply (GDM Chapter 4).

Number of Borings	Planned Boring Depth (feet) ^{1,2}	Planned Location
5	10 ^{1,2}	Excavation Area (Station 0+00 to Station 15+00)
10 ³	18 ³	ERS (Station 15+00 to Station 20+00)

1. Below the existing ground surface.
2. Or practical hand auger refusal, if shallower.
3. Or refusal, if shallower.

A power line coincides with the planned wall location. Therefore, access to the retaining wall alignment is limited. In an effort to be consistent with the GDM (Chapter 4), Terracon will perform 5 soil test borings in the roadway at the rear of the retaining wall footprint as close as possible considering the presence of the power line. Access to the face of the wall is not available due to the noted power line as well as its location at the mid-height of the slope or above. Therefore, the remaining retaining wall borings will be performed along the base of the existing slope. We understand the area is City property. The approximate locations of the borings are shown in the attached Exhibit 1.

Boring Layout and Elevations: Our personnel will visit the site to observe the access conditions and layout the boring locations for our field exploration team. We will use handheld GPS equipment to locate borings with an estimated horizontal accuracy of +/-20 feet. Field measurements from existing site features may be utilized. At the conclusion of the work, the boring locations and elevations will be surveyed by a licensed surveyor.

Subsurface Exploration Procedures: We will advance soil borings with an ATV-mounted drill rig using mud rotary techniques, as required by the SCDOT. Five samples will be obtained in the upper 10 feet of each boring and at intervals of 5 feet thereafter. Soil sampling is typically performed using split-barrel sampling procedures. The split-barrel samplers are driven in accordance with the standard penetration test (SPT). The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and classified by a Geotechnical Engineer. In addition, we will observe and record groundwater levels during drilling and sampling and after 24 hours where possible.

To evaluate the soil conditions in the Excavation Area (Station 0+00 to Station 15+00), Terracon will perform hand auger borings with penetrometer testing. The borings will be extended to the depths noted in the table above. The consistency of the soil will be estimated using dynamic cone penetration testing at regular intervals of 1 to 1-½ feet. Once the samples have been collected and classified in the field, they will be placed in appropriate sample containers for transport to our laboratory. The approximate locations of the hand auger borings are shown in the attached Exhibit 2.

Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials encountered during drilling, and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation, and include modifications based on observations and laboratory tests.

Property Disturbance: We will backfill borings with auger cuttings upon completion, where allowed (those borings outside the existing pavement areas). For those borings in the existing pavement areas, we grout the upper 10 feet of each and patch the surface with cold patch asphalt. Our services do not include repair of the site beyond backfilling our boreholes. Excess cuttings will be dispersed in the general vicinity of the borehole.

Safety and Site Access

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials encountered while drilling will be noted on our logs and discussed in our report.

Exploration efforts require borings into the subsurface, therefore Terracon will comply with local regulations to request a utility location service through the Palmetto Utility Protection Service (PUPS). We will consult with the owner/client regarding potential utilities, or other unmarked underground hazards. Based upon the results of this consultation, we will consider the need for alternative subsurface exploration methods, as the safety of our field crew is a priority.

Private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities not disclosed to us. If the owner/client is unable to accurately locate private utilities, Terracon can assist the owner/client by coordinating or subcontracting with a private utility locating services. The fee associated with this additional service is presented in the Additional Services table in Exhibit C. The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the owner of their responsibilities in identifying private underground utilities.

Terracon must be granted access to the site by the property owner. By acceptance of this proposal, without information to the contrary, we consider this as authorization to access the property for conducting field exploration in accordance with the Scope of Services.

Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

The borings are planned to be performed in the rights-of-way of the existing roadway. To work in this area, Terracon would need to request an encroachment permit for public rights-of-way from SCDOT. A lane closure will be needed to protect the field exploration crew during the performance of the borings at the rear of the retaining wall. One day of lane closure is expected. The actual traffic control requirements will be based on the comments of the SCDOT on the encroachment permit applications and could vary from that planned. We understand that our client can provide the traffic control for this task.

Laboratory Testing

The samples will be tested in our laboratory to determine physical engineering characteristics. Testing will be performed under the direction of a geotechnical engineer. We have budgeted the following tests at this time.

- Standard Proctor (1)
- Atterberg Limits (10)
- Gradation (10)
- Moisture Content (20)
- Direct Shear (1)

Additional testing may be needed based on the outcome of the field exploration. These would be discussed with you prior to their performance.

Engineering Analysis and Report

The results of our field and laboratory programs will be evaluated by a professional geotechnical engineer licensed in the State of South Carolina. Based on the results of our evaluation, an engineering report will be prepared that details the results of the testing performed, provides logs of the borings, and a diagram of the site/boring layout. The report will include the following:

- Computer generated boring logs with soil stratification based on visual soil classification
- Summarized laboratory data
- Groundwater levels observed during and after completion of the drilling
- Boring location plan
- Subsurface exploration procedures
- Encountered soils conditions
- Perform the selection of the preferred type of ERS using the Wall Selection Matrix (GDM 18.4)
- Perform the external design of the wall (GDM 18.3) service, strength and extreme conditions including:
 - Stability (GDM 17)
 - Sliding (GDM 15)
 - Eccentricity (GDM 15)
 - Bearing (GDM 15)
- Subgrade preparation/earthwork recommendations including minimum relative density requirements.

We understand the preferred retaining wall type will be an MSE Wall with modular block facing. As such, we anticipate a performance-based construction (contractor designs the wall).

Schedule

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, this does not account for delays in field exploration beyond our control, such as weather conditions, permit delays, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

GeoReport® Delivery	Posting Date from Notice to Proceed ^{1, 2, 3}
Permit Request and Project Planning	15 days
Site Characterization	25 days
Geotechnical Engineering	35 days

1. And receipt of any required access permits.
2. Upon receipt of your notice to proceed we will activate the schedule component of our GeoReport® website with specific, anticipated calendar dates for the three delivery points noted above as well as other pertinent events such as field exploration crews on-site, etc.
3. We will maintain a current calendar of activities within our GeoReport® website. In the event of a need to modify the schedule, the schedule will be updated to maintain a current awareness of our plans for delivery.

C. COMPENSATION

Based upon our understanding of the site, the project as summarized in Exhibit A, and our planned Scope of Services outlined in Exhibit B, our base fee is shown in the following table:

Task	Lump Sum Fee
Subsurface Exploration, Laboratory Testing, Geotechnical Consulting & Reporting	\$18,600
Traffic Control (lane closure)	N/A ²
Boring Survey	\$1,000
Total	\$19,600

1. In budgeting, we have considered one round of report revisions should they be necessary.
2. To be provided by client.

Additional services not part of the base fee include the following:

Additional Services (see Exhibit B)	Lump Sum Fee	Initial for Authorization
Private Utility Locate Service ¹	\$1,150	

Additional Services (see Exhibit B)	Lump Sum Fee	Initial for Authorization
<p>1. If the owner/client is unable to accurately locate private utilities, we can subcontract a private utility locating firm and/or utilize geophysical equipment, if necessary. The detection of underground utilities is dependent upon the composition and construction of utility lines. Some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private locate service does not relieve the owner of their responsibilities in identifying private underground utilities.</p>		

Our Scope of Services does not include services associated with site clearing, wet ground conditions, tree or shrub clearing, or repair of/damage to existing landscape. If such services are desired by the owner/client, we should be notified so we can adjust our Scope of Services.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

D. AUTHORIZATION


This proposal may be accepted by executing the attached Agreement for Services and Access Agreement, and returning an executed copy of each along with this proposal to Terracon. The terms, conditions and limitations stated in the Agreement (and sections of this proposal incorporated therein), shall constitute the exclusive terms and conditions and services to be performed for this project.

Sincerely,

Terracon Consultants, Inc.



Phillip A. Morrison, P.E.
Geotechnical Department Manager



Kevin Sohrabnia, P.E.
Senior Principal

EXHIBIT 1 - EXPLORATION PLAN
S-1905 (Knobcone Avenue) Sidewalk ■ North Augusta, SC
July 16, 2021 ■ Terracon Project No. P73215050



DIAGRAM IS FOR GENERAL LOCATION ONLY AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

AERIAL PHOTOGRAPHY PROVIDED BY MICROSOFT BING MAPS

EXPLORATION PLAN
S-1905 (Knobcone Avenue) Sidewalk ■ North Augusta, SC
July 15, 2021 ■ Terracon Project No. P73215050

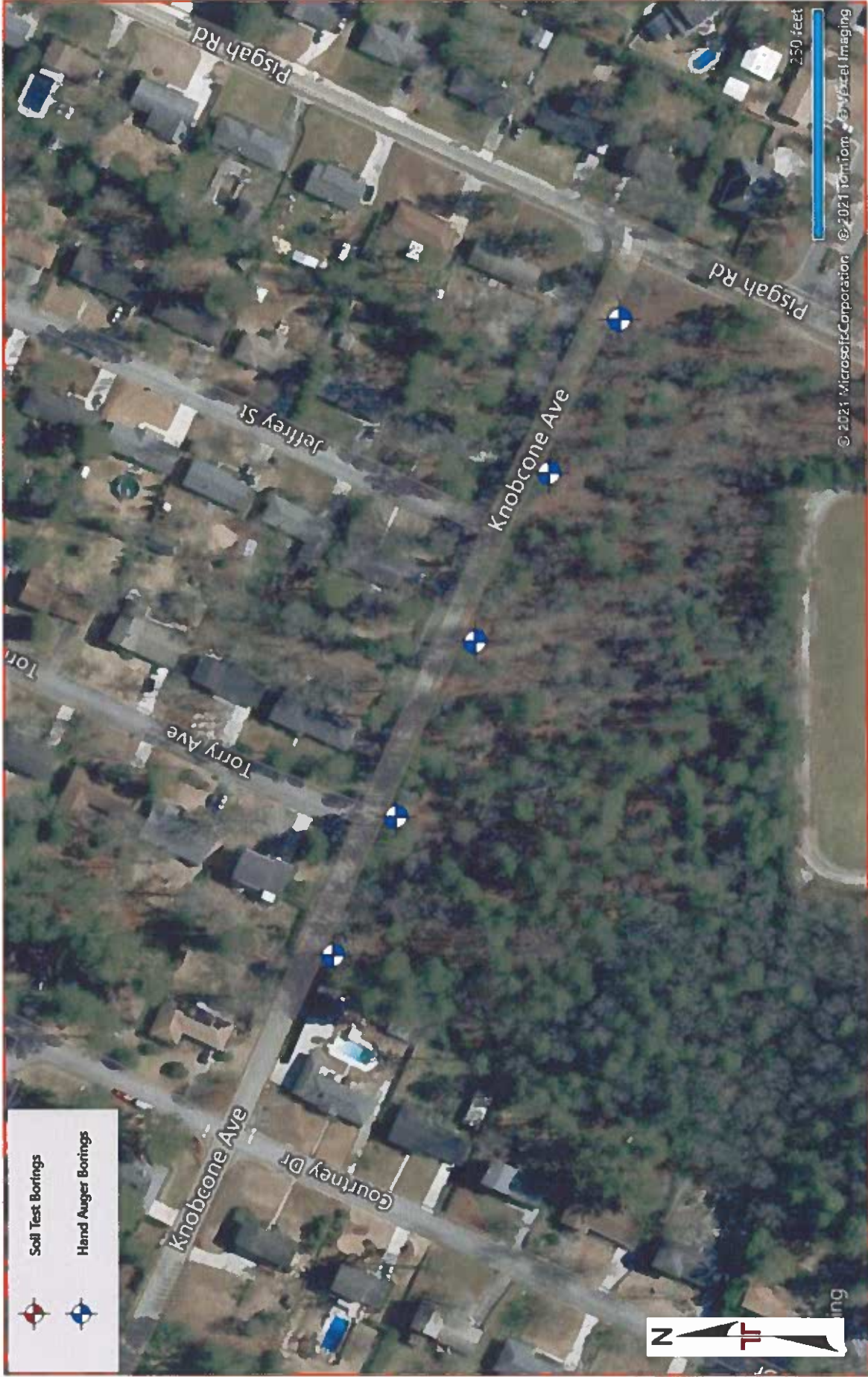


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

AERIAL PHOTOGRAPHY PROVIDED BY MICROSOFT BING MAPS

AGREEMENT FOR SERVICES

This **AGREEMENT** is between City of North Augusta SC ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the S-1905 (Knobcone Avenue) Sidewalk project ("Project"), as described in Consultant's Proposal dated 07/16/2021 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY.** CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to South Carolina law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

Consultant: **Terracon Consultants, Inc.**
By:  Date: **7/16/2021**
Name/Title: **Phillip A Morrison Senior Associate**
Address: **521 Clemson Rd
Columbia, SC 29229-4307**
Phone: **(803) 741-9000** Fax: **(803) 741-9900**
Email: **Phillip.Morrison@terracon.com**

Client: **City of North Augusta SC**
By: _____ Date: _____
Name/Title: **Thomas Zeaser**
Address: **100 Georgia Avenue
North Augusta, SC 29841**
Phone: **(803) 442-5700** Fax: _____
Email: **TZeaser@northaugusta.net**

ACCESS AGREEMENT

DEFINITIONS

The property to which access is granted is: _____ ("Property").

The legal owner(s) of the Property or person/entity with legal authority to grant access to the Property is: _____ ("Grantor").

The services to be conducted on the Property are generally described as follows: soil borings ("Services").

The entity granted access for the purposes of performing the Services is Terracon Consultants, Inc., which shall include its employees, agents, and subcontractors ("Grantee").

The Services are performed for the benefit of City of North Augusta SC ("Client"), pursuant to the Agreement for Services between Terracon Consultants, Inc. and Client, date and reference number 07/16/2021 P73215050.R2.

AGREEMENTS

By its signature below, Grantor represents it has authority to, and does, grant access to the Property to Grantee for the purpose of performing the Services. Grantor agrees that:

- Grantee may drill exploration borings on the Property, using drill rigs, trucks and other equipment, recover and collect soil, water, and other samples, and perform other actions related to the exploration of surface or subsurface conditions on the Property, as necessary to perform the Services.
- Grantee may use large truck or track-mounted equipment in the performance of the Services, which is normal and customary in the performance of these kinds of Services, and that this equipment may leave depressions, wheel tracks, ruts or other marks in the ground surface.
- Grantor will not interfere with any of the activities of Grantee or undertake any actions regarding the use of Property that would endanger the health, safety, or welfare of the Grantee employees, agents, or subcontractors, or damage their equipment, materials, or property.

By its signature below, Grantee agrees:

- That upon completion of Services and activities authorized by this Access Agreement, Grantee will remove all material and equipment utilized by Grantee from the Property, with the exception of ground markers that may be placed on the premises to designate sampling areas,
- Grantee will remove boring spoils that accumulate around the bore holes, or, where allowable, spread the spoils across the area, if acceptable to Grantor.
- Grantee will make reasonable efforts to restore the property and leave it in a condition suitable for its previous use. Landscaping restoration, including seeding or sodding, will not be performed.

The Services and field activities authorized under this Access Agreement may begin after signature of Grantor. Access is granted until Services are completed, which should not exceed 45 days following commencement of Services, except for period of access necessary for monitoring equipment, if applicable, after which time all rights of access given by Grantor shall cease.

SIGNATURES

Grantee: **Terracon Consultants, Inc.**
By:  Date: **7/16/2021**
Name/Title: **Phillip A Morrison / Senior Associate**
Address: **521 Clemson Rd
Columbia, SC 29229-4307**
Phone: **(803) 741-9000** Fax: **(803) 741-9900**
Email: **Phillip.Morrison@terracon.com**

Grantor: _____
By: _____ Date: _____
Name/Title: _____
Address: _____
Phone: _____ Fax: _____
Email: _____

