



Request For Proposal #26-176

August 17, 2026

For the provision of

Geotechnical Testing Services for Construction Projects

For

Augusta, GA On behalf of the Augusta
Utilities Department

RFP Due: Friday, September 11, 2026 @ 11:00 a.m.

One Original and One Electronic Version of RFP
on a USB Drive shall be submitted

Andy Penick
Procurement Director
535 Telfair Street, Suite 605
Augusta, Georgia 30901

Request for Proposal

Sealed proposal will be received at this office until **Friday, September 11, 2026 @ 11:00 a.m.** RFP openings are open to the public in the Procurement Department located at 535 Telfair Street, Suite 605, Augusta, GA 30901 and additional via Microsoft Teams: Meeting ID: 261 329 840 144 800; Passcode: 9Tb3jC6z for furnishing:

RFP #26-176 Geotechnical Testing Services for Construction Projects for Augusta, GA - Augusta Utilities Department

All submittals must be received during our normal office hours from 8:30 a.m. to 5:00 p.m., Monday through Friday. No bids may be withdrawn for a period of ninety (90) days after bids have been opened. No submittal will be accepted by email. Deliver bids to the location specified.

RFP documents, and all Addenda, may be viewed on the Augusta, Georgia website under the Procurement Department ARCBid menu (<https://www.augustaga.gov/681/ARCBid>), Euna OpenBids (<https://network.demandstar.com>) and Georgia Procurement Registry website located at (<https://ssl.doas.state.ga.us/gpr/index>). Bidders must mark the RFP number on the outside of the submittal envelope. Addenda will also be posted on the above listed website.

All questions, request for clarifications or interpretations must for this proposal must be submitted in writing by electronic email to procbidandcontract@augustaga.gov to the Procurement Department on or before the close of business Friday, August 28, 2026 @ 5:00 P.M.

Questions, request for clarifications, or interpretations regarding this propopsal, must be submitted to the Procurement Department in writing noted below:

Augusta Procurement Department
Attn: Ms. Tywanna Scott
535 Telfair Street - Room 605
Augusta, Georgia 30901
Phone: 706-821-2422
Email: procbidandcontract@augustaga.gov

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

Publish:

Augusta Chronicle August 13, 20, 27, 2026

RFP OPENINGS:

All RFP openings are open to the public, either in person in the Procurement Department located at 535 Telfair Steet, Suite 605, Augusta, GA 30901, or teleconferencing. Augusta uses the Microsoft Teams application for those wanting to attend virtually. The application is free to use. The RFP Opening is Friday, September 11, 2026 at 11:00 a.m.

Follow these instructions to attend virtually via TEAMS:

1. Go to: <https://teams.microsoft.com/meet/261329840144800?p=luJnp8qDLhroW5OimG>
2. Meeting ID: 261 329 840 144 800
3. Passcode: 9Tb3jC6z

INSTRUCTIONS TO SUBMIT

- 1.1 Purpose: The purpose of this document is to provide general and specific information for use by bidders in submitting a bid to supply Augusta, Georgia with equipment, materials, supplies, and or services as listed above. All bids are governed by the Augusta, Georgia Code
- 1.2 Viewing the Augusta Code: All bids are governed and awarded in accordance with the applicable federal and state regulations and the Augusta, Georgia Code. To view the Code visit Augusta's website at www.augustaga.gov or <http://www.augustaga.gov/index.aspx?NID=685> Guidelines & Procedures.
- 1.3 Compliance with laws: The Bidder shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by federal, state or Augusta, Georgia statute, ordinances, and rules during the performance of any contract between the Bidder and Augusta, Georgia. Any such requirement specifically set forth in any contract document between the Bidder and Augusta, Georgia shall be supplementary to this section and not in substitution thereof.
- 1.4 Bids For All Or Part: Unless otherwise specified, County reserves The Right To make an award(s) for all Items, or categories, or specific line items, to one or more bidders. Bidder may restrict their bid to consideration in the aggregate by so stating but must name a unit price on each item submitted upon.
- 1.5 Any protests shall be made in writing to:

Attn: Andy Penick

Procurement Director
535 Telfair Street, Suite 605
Augusta, GA 30901
Email: procbidandcontract@augustaga.gov
- 1.6 Local Bidders Preference: The Local Bidders Preference policy shall only be applied to projects of one-hundred thousand dollars (\$100,000) or less and only when the lowest local qualified bidder is within 10% or \$10,000, whichever is less of the lowest non-local bidders.
- 1.7 Augusta, Georgia License Requirement: For further information contact the License and Inspection Department at (706) 312-5050.

General Contractors' License Number, If applicable, is required in accordance with O.C.G.A. §43-41, or be subjected to penalties as may be required by law.

(Utility) Contractor License Number: If applicable, is required in accordance with O.C.G.A. §43-14, or be subjected to penalties as may be required by law.



NOTICE TO ALL BIDDERS

Exhibit A – Bidders Information, is a consolidated document consisting of:

1. Copy of Business License
2. W-9 Form
3. Acknowledgement of Addenda (if any)
4. Statement of Non-Discrimination
5. Non-Collusion Affidavit of Prime Bidder/Officer
6. Conflict of Interest Statement

Exhibit B - Contractor Affidavit for E-Verify

Bidder's must provide their E-Verify affidavit along with their bid on the attached form. E-Verify User ID Number must be provided.

Exhibit C - Systematic Alien Verification for Entitlements Program

Business License Requirement: Bidder must be licensed in the Governmental entity (state or local) for where they do the majority of their business. The company's business license number must be provided. If your Governmental entity does not require a business license, your company will be required to obtain an Augusta, GA business license if awarded a contract. For further information contact the License and Inspection Department phone number (706) 312-5050.

The successful bidder will submit the following forms to the Procurement Department no later than five (5) days after receiving the "Letter of Recommendation" (Bidder's letter will denote the date forms are to be received)

1. Georgia Security and Immigration Subcontractor Affidavit
2. Non-Collusion Affidavit of Sub-Contractor
3. E-Verify Memorandum of Understanding (MOU)



Exhibit A

Augusta, Georgia
ATTN: Procurement Director
535 Telfair Street, Suite 605
Augusta, Georgia 30901

Company Name: _____

Street Address: _____

City, State, Zip Code: _____

Phone: _____ Email: _____

Where/How did you hear about this solicitation? _____

Instructions:

1. Attach a copy of your Business License
2. Attach your Federal W-9 Form.
3. Provide a copy of your General, or other Contractor License, for the following (If applicable),
Utility Contractors License # _____
General Contractor License # _____
Additional Specialty License # _____
4. Acknowledgement of Addenda: (#1) ____ (#2) ____ (#3) ____ (#4) ____ (#5) ____ (#6) ____ (#7) ____ (#8) ____
Check the appropriate box(es) to acknowledge receipt of addenda

Statement of Non-Discrimination

1. The undersigned understands that it is the policy of Augusta, Georgia to promote full and equal business opportunity for all persons doing business with Augusta, Georgia. The undersigned covenants that we have not discriminated against on the basis of race, religion, gender, national origin, or ethnicity, with regard to prime contracting, subcontracting, or partnering opportunities.
2. The undersigned covenants and agrees to make good faith efforts to ensure maximum practicable participation of local small businesses on the proposal or contract awarded by Augusta, Georgia. The undersigned further covenants that we have completed truthfully and fully the required forms regarding good faith efforts and local small business subcontractor/supplier utilization.
3. The undersigned further covenants and agrees not to engage in discriminatory conduct of any type against local small businesses, in conformity with Augusta, Georgia's Local Small Business Opportunity Program. Set forth below is the signature of an officer of the proposer/contracting entity with the authority to bind the entity.
4. The undersigned acknowledge and warrant that this Company has been made aware of understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunity to do business with this Company;
5. That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;
6. That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made as part of and incorporated by reference into any contract or portion thereof which this Company may hereafter obtain and;
7. That the failure of this Company to satisfactorily discharge any of the promises of nondiscrimination as made and set forth herein shall constitute a material breach of contract entitling Augusta, Georgia to declare the contract in default and to exercise any and all applicable rights remedies including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and or forfeiture of compensation due and owing on a contract.

Non-Collusion of Prime Bidder

1. By submission of a bid, the bidder certifies, under penalty of perjury, that to the best of their knowledge and belief:
 - A. The prices in the proposal have been arrived independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidders or with any competitor.
 - B. Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the bidders prior to opening, directly or indirectly, to any other bidders or to any competitor.

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

Conflict of Interest

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

1. No circumstances exist which cause a Conflict of Interest in performing the services required by this Bid, and
2. That no employee of the County, nor any member thereof, nor any public agency or official affected by this BID, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this BID. By submission of a bid, the bidders certifies under penalty of perjury, that to the best of its knowledge and belief:
 - A. The prices in the bid have arrived independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidders or with any competitor.
 - B. Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the bidders prior to opening, directly or indirectly, to any other bidders or competitor.
 - C. No attempt has been made, or will be made, by the bidders to induce any other person, partnership, or cooperation to submit or not to submit a bid for the purpose of restricting competition. For any breach or violation of this provision, the County shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment, or consideration.

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

Signatory Name in Print

Company Name

Signatory's Title

Signature of Authorized Officer or Agent

DATE: _____

SUBSCRIBED AND SWORN BEFORE
ME ON THIS _____ DAY OF
_____, 202____.

NOTARY PUBLIC (Seal or Stamp)

My Commission Expires: _____

Exhibit B

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(l)

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Project Name and Number

Signatory Name in Print

Signature of Authorized Officer or Agent

Signatory's Title

Date

SUBSCRIBED AND SWORN BEFORE

ME ON THIS _____ DAY OF _____, 202____.

Notary Public

My Commission Expires: _____

Exhibit C

Systematic Alien Verification for Entitlements (SAVE) Program

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

RFP Item #26-176 Geotechnical Testing Services for Construction Projects

[RFP Project Number and Project Name]

Print name of person applying on behalf of individual, business, corporation, partnership, or other private entity

[Print/Type: Name of business, corporation, partnership, or other private entity]

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

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

Signature of Applicant

Printed Name

*Alien Registration Number for Non-Citizens

NOTARY COMMISSIONING

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 20____

Notary Public

My Commission Expires: _____ NOTARY SEAL

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL



TRADE SECRET STATUS AFFIDAVIT
Augusta, Georgia

All documents, data, letters and generated information received by Augusta, Georgia constitutes a "public record" and is subject to disclosure under the Georgia Open Records Act ("GORA"). O.C.G.A. § 50-18-70 et seq. However, pursuant to O.C.G.A. § 50-18-72(a)(34), "[an] entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 [O.C.G.A. § 10-1-760 et seq.].

O.C.G.A. § 10-1-761(4) defines "Trade secret" as "...information, without regard to form, including, but not limited to, technical or nontechnical data, a formula, a pattern, a compilation, a program, a device, a method, a technique, a drawing, a process, financial data, financial plans, product plans, or a list of actual or potential customers or suppliers which is not commonly known by or available to the public and which information:

- A. Derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and
- B. Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy."

Therefore, the records listed below and attached hereto, that were submitted with _____ response to Augusta, Georgia Request for Proposal, Request for Quote, or Request for Qualified Contractor _____ are marked confidential pursuant to O.C.G.A. § 10-1-761(4):

- (List specific information that the supplier wishes to withhold and how that information constitutes a trade secret)
- Additional trade secret information requested to be withheld
- Your company is requested to send a redacted copy of your submittal.

Under penalty of perjury, acknowledging that O.C.G.A. § 16-10-71 provides a penalty of a fine of up to \$1,000 and potential imprisonment of one to five years, I attest that the specific information in the records listed above constitutes trade secrets pursuant to O.C.G.A. § 10-1-761(4), and request that Augusta, Georgia not disclose this protected information under the Georgia Open Records Act ("GORA").

Signature:

[Signatory Name in Print]

[Signatory's Title] [Company Name]

Date: _____

[Signatory's Title]

NOTARY COMMISSIONING

Subscribed and sworn before me on this _____ day of _____, 20_____

Notary Public

My Commission Expires: _____

NOTARY SEAL

RETURN FORM ONLY IF APPLICABLE.

Minority and Women Owned Business Enterprise Program Ordinance Requirements

Notice To All Bidders (PLEASE READ CAREFULLY)

The following shall apply to All Bids regardless of the dollar amount

In accordance with the Commission Action on 7/25/24 and the adoption of Ordinance No. 7945 Chapter 10C of the AUGUSTA, GA, CODE, Contractors agree to collect and maintain all records necessary to Augusta, Georgia to evaluate the effectiveness of its Minority and Women Owned Business Enterprise Program and to make such records available to Augusta, Georgia upon request. The requirements of the Minority and Women Owned Business Enterprise Program can be found at www.augustaga.gov. In accordance with AUGUSTA, GA. CODE, Contractors shall report to Augusta, Georgia the total dollars paid to each subcontractor, vendor, or other business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors, if any as required by Augusta, Georgia. Such utilization reports shall be in the format specified by the Director of Compliance and shall be submitted at such times as required by Augusta, Georgia. Required forms can be found at www.augustaga.gov. If you need assistance completing a form or filing information, please contact the M/WBE Program office at (706) 821-2406. Failure to provide such reports within the time period specified by Augusta, Georgia shall entitle Augusta, Georgia to exercise any of the remedies set forth, including, but not limited to, withholding payment from the Contractor and/or collecting liquidated damages.

SHALL APPLY TO PROJECTS IN EXCESS OF \$300,000

Minority and Women Owned Business Enterprise Program (Continued)

Sec. 1-10-138. Race and Gender-Conscious Efforts

Contract-by-Contract Subcontractor Goals The City, through the Goal Setting Committee (GSC), will set specific, separate percentage-based MBE and WBE subcontracting goals on a contract-by contract basis for Prime contracts in Construction, Architecture & Engineering, Professional Services, and Other Services valued in excess of \$300,000. The City shall establish such goals based upon the type of contract, the type of subcontracting work that will be required, and the availability of M/WBE firms to perform the work for that specific contract.

The GSC shall not establish subcontracting goals on contracts where (a) there are no subcontracting opportunities identified for the contract; or (b) there are not at least three (3) MBE and/or WBE firms that are available and capable to perform a CUF for the overall subcontracting opportunities on the contract.

Good Faith Efforts (GFE) Requirements and Guidance

1. Achievement of subcontracting goals or documentation of Good Faith Efforts applies to every Contract for which such goals are established. **The Bidder shall submit a compliance plan detailing its achievement of the goals or its Good Faith Efforts to meet the goals. The compliance plan shall be due at the time set out in the solicitation documents.**

2. When a Bidder cannot achieve the goals, its compliance plan shall document its GFE to achieve the goals. The Director of Compliance will determine whether the Bidder has made such GFE.

Bid Documents

All bid documents shall require bidders or proponents to submit with their bid the following written documents, statements, or forms, which shall be made available by the Procurement Department.

- Proposed Letter of Intent MBE/WBE.
- Proposed MBE/WBE Utilization Plan.
- Documentation of Good Faith Efforts Form (in the event the bidder **will not** meet the MBE and WBE goals).

Failure to submit the above documentation shall result in the bid being declared non-responsive.

Sec. 1-10-154.Exceptions

In accordance with § 1-10-8, on federally funded projects or contracts, the M/WBE Program shall only be utilized when authorized by the applicable federal (and/or Georgia) laws, regulations, and conditions relating to that project or contract. To the extent that there are any conflicts between any such laws, regulations, or conditions and the provisions of the M/WBE Program, the federal (and/or Georgia) guidance shall control.

NOTE: All forms should be submitted in a separate, sealed envelope, labeled M/WBE Forms, Company's Name & Bud number

For questions and or additional information, please contact:

Minority-Owned and Women-Owned Business Enterprise Program
535 Telfair Street, Suite 530
Augusta, Georgia 30901
(706) 821-2406, mwbe@augustaga.gov
Website: <https://www.augustaga.gov/83/Disadvantaged-Business-Enterprise>

SECTION I INSTRUCTION TO PROPOSERS

Augusta, Georgia, is soliciting proposals from qualified firms to provide professional consulting services of Geotechnical Testing Services for the Augusta Utilities Department. Your submittal should respond to and be based on the information included in this Request for Proposal.

Responses will be received in the office of the Director of Procurement at 535 Telfair Street, Suite 605, Augusta, GA 30901 until Friday, **September 11, 2026 @ 11:00 a.m.** The RFP must be submitted in a sealed package and labeled with firm's name and the name of the project - RFP Item #26-176 Geotechnical Testing Services for Construction Projects for Utilities Department. You are required to submit one (1) marked unbound original, one (1) electronic copy of your RFP.

RFP opening will held publicly and via TEAMS - Meeting ID: 261 329 840 144 800; Passcode: 9Tb3jC6z.

No RFP will be accepted by email; all bids must be received by mail or hand delivered. If RFP is forwarded by mail or other second party delivery, the sealed envelope containing the submittal must be enclosed in an envelope addressed to:

Andy Penick, Procurement Director
Augusta Procurement Department
535 Telfair Street - Suite 605
Augusta, Georgia 30901

All submittals must be received during our normal office hours from 8:30 a.m. to 5:00 p.m., Monday through Friday.

All vendors responding are cautioned to read this RFP carefully for understanding and request clarification from Augusta, Georgia on any questions pertaining to this RFP. The Proposer should examine all documents and requirements of the services requested to become fully informed. Failure to examine these areas will not relieve the successful Proposer of its obligation to furnish all products and services necessary to carry out the provisions of the contract. After RFPs have been submitted, the vendor shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

All questions must be submitted in writing by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Friday, **August 28, 2026 @ 5:00 P.M.** Issues and responses addressed in any other manner will not be considered valid or binding in consideration of proposals or any subsequent contract negotiations.

Augusta will respond to any Proposer's questions received in compliance with the above schedule. All relevant and significant questions that have been submitted in writing prior to the deadline will be compiled, and answers will be posted by addendum and emailed to Proposers. Failure to provide all of the requested information may cause the proposal to be rejected as non-responsive.

Interested and qualified firm(s) and/or party(ies) are requested to make a response to accomplish the Scope of Services described herein. The response is to be signed by a duly authorized official of the firm and must be submitted in the time, manner, and form prescribed. For a proposal to be considered it must remain valid for at least 90 days after RFPs have been opened, pending the execution of contract with the successful vendor.

If an award of contract is awarded as a result of this solicitation, the contract will be made on the basis of the response which best satisfies the intent of this RFP and other factors considered in the best interest of the Owner. Negotiations may be undertaken with the firm whose proposal shows them to be the

most qualified, responsible, and capable of performing the work. In addition to cost, the Owner will consider professional qualifications and related experience to determine which proposal would be in the Owner's best interest if a contract were made.

Additionally, appropriate professional registration and significant prior experience in projects of similar scope are considered minimal qualifications.

The Owner reserves the right to consider proposals or modification thereof received at any time before the award is made, if such action is in the interest of the Owner.

The Owner reserves the right to reject any or all proposals received as the result of this RFP. The Owner also maintains the right to negotiate with any firm, as necessary, to serve the best interests of the Owner. The Owner will not be liable for any costs incurred by any firm prior to the execution of a contract and approval by the Board of Commissioners. Costs incurred in responding to the request for qualifications are the Proposer's alone and the Owner does not accept liability for any such costs.

Services must be provided by experienced personnel. Any subconsultants/contractors the proponent will be using to perform any part of the requested service shall be evaluated on the same criteria.

It is the responsibility of the Proposers to examine the entire RFP, seek clarification in writing, and review their qualifications for accuracy before submitting a response. Once the deadline has passed, all submittals will be final. The Owner reserves the right to ask for additional information from all parties that have submitted qualifications.

No proposal may be withdrawn for a period of ninety (90) days after proposal have been opened, pending the execution of contract with the successful bidder. Selection shall not be based solely upon the fee proposal; however, the fee and maximum overhead proposals shall be a factor in the final selection. The Owner reserves the right, in its sole discretion, to reject any or all proposals, re-solicit proposals (including a change in the method of project delivery), or terminate the project.

The Owner is not obligated to request clarifications or additional information but may do so at its discretion. The Owner reserves the right to extend the deadline for submittals.

Upon receipt of a proposal by the Owner, the proposal shall become the property of the Owner without compensation to the Proposer, for disposition or usage by the Owner at its discretion. The details of the proposal documents will remain confidential until final award. See Trade Secret Affidavit (Page 9).

SECTION II SCOPE OF SERVICES:

INTRODUCTION

Augusta, Georgia, through the Augusta Utilities Department (AUD), is soliciting proposals from qualified firms to provide on-call geotechnical, construction materials testing, inspection, laboratory testing, reporting, and related engineering support for AUD construction projects. Services may be required at multiple project sites within Augusta and the surrounding service area.

The selected firm will support AUD during construction by providing dependable field coverage, timely testing and reporting, clear communication of results, and sufficient qualified staff to respond to simultaneous or time-sensitive construction activities.

This is an on-call, unit-price agreement. AUD does not guarantee a minimum amount of work. Work will be assigned only as authorized by AUD, written authorization, or other documented direction from an authorized AUD representative. What follows are specifications for this Request for Proposals (RFP).

CONTRACT TERM

The terms of the services will be required for one (1) year with an option for Augusta to renew the agreement annually for the duration four (4) additional one (1) year terms upon mutual consent of both parties with all terms and conditions remaining the same.

Firms may request a price escalation by each line item, once per year at least sixty (60) days prior to the renewal dates and not to exceed three percent (3%). The firm will be required to provide sufficient documentation to justify the requested price escalation(s). Also, evaluation and/or audit will be performed on the cost proposal as well as other submitted documentation to determine if the requested price increase(s) is fair and reasonable.

All tasks are specifically outlined with estimated level of effort for unit pricing. Fee Proposal shall be submitted in a separate sealed envelope with the following information on the outside of it: RFP 26-176 Geotechnical Testing Services for Construction Projects – Fee Proposal

COMMITMENTS AND REQUIREMENTS

As a minimum, the qualified firm shall provide:

- 1) Provide current certifications and licenses for the following with Exhibit A:
 - a. Company's Certificate of Authorization number from the State of Georgia
 - b. The Professional Engineer of record, both name and license number, with resume to illustrate a minimum of ten (10) years of directly relevant experience in the geotechnical, materials testing, construction observation, or related experience. Provide Engineer's resume.
 - c. Nuclear Density Gauge Certification
 - d. American Concrete Institute (ACI) certification number and category appropriate for the required testing.

- 2) One Project Field Testing Technician with a minimum of five (5) years of relevant experience in the field of Materials Testing and Inspection. Provide resumes of the Project Field Testing Technician(s) to illustrate this experience requirement within proposal package. Resumes shall list certifications and/or licenses for the testing methods to be utilized in the field-testing for projects. This will hold true for any new or additional Technician(s) utilized in during the term of the contract.
- 3) The Project Field Testing Technician(s) must show the following competencies:
 - a. Be proficient in applicable field testing standards and procedures.
 - b. Be computer proficient with word processing and spreadsheet software (such as Word and Excel) to create and transmit test data and field daily reports via e-mail.
 - c. Possess exceptional written and oral communication skills and has proven conflict resolution skills.
- 4) Sufficient field and laboratory personnel are available in Augusta to meet the anticipated sampling and testing needs for the projects. This includes the potential for simultaneous activities at the multiple project sites.
- 5) Field Testing Technician response times are to be within 2 hours once test(s) are ordered, with a preferred response time within 1 hour.

PROJECT LABORATORY AND FIELD TESTING WILL BE REQUIRED AS INDICATED BELOW:

Laboratory Testing

All laboratory testing must be performed by qualified laboratory technicians under the supervision of the Professional Engineer of record. All laboratory testing shall be performed using calibrated equipment with current certifications of calibrations per industry standards. At a minimum, the testing firm shall be capable of performing the following laboratory testing utilizing the latest ASTM procedures:

- 1) Soil
 - 1.1. Organic contents
 - 1.2. Moisture content
 - 1.3. Atterberg limits tests on plastic soils if found
 - 1.4. Grain size analysis including percent (by weight) passing a No. 200 sieve
 - 1.5. Modified Proctor
 - 1.6. Moisture-density relationship
- 2) Concrete compressive strength
- 3) Grout compressive strength
- 4) Reinforcing steel testing
- 5) Additional testing as the project requested

Field Testing

The on-site field-testing program will include the following:

- 1) Observation of proof rolling of backfill materials
- 2) Evaluation of the suitability of fill and backfill materials
- 3) In-place density testing of fill and backfill materials
- 4) Field testing and monitoring of cast in place concrete

- 4.1 Monitoring concrete truck arrival, unloading, water addition, etc.
- 4.2 Air content
- 4.3 Slump
- 4.4 Formation of concrete cylinders
- 4.5 Transportation, storing, and curing of concrete test cylinders
- 5) Field testing of grout
 - 5.1 Formation of grout cubes
 - 5.2 Transportation, storage, curing of grout cubes
- 6) In-situ testing of concrete compressive strength
- 7) Soil Borings

REPORTING AND COMMUNICATION REQUIREMENTS

The qualifying firm shall immediately notify the designated AUD of failed or otherwise significant test results that may affect construction work. Written test results reports shall be provided to AUD no later than two (2) business days after testing. Test reports and any field reports shall at least identify the following as applicable:

- 1) AUD project name
- 2) AUD project number
- 3) Site location
- 4) Date and time
- 5) Name of firm's technician
- 6) Name of authorized AUD requestor
- 7) Name of firm's reviewer and/or preparer
- 8) Purpose and activities of site visit
- 9) Applicable test method used
- 10) Material and lift tested
- 11) Result (daily report may accompany test report)
- 12) Specification requirement
- 13) AUD representative to whom results were reported
- 14) Pass/fail status
- 15) Report ID number (to be correlated to invoice)

The qualifying firm shall provide reports electronically in searchable PDF format. Raw test data and supporting documentation shall be available upon request.

BILLING

Provide monthly invoices organized by project and task authorization. Each invoice shall clearly identify at a minimum:

- 1) Date of service for each test
- 2) AUD project number
- 3) AUD project name
- 4) Name of authorized AUD requestor
- 5) Name of firm employee(s) involved in billed service
- 6) Service performed correlated with report (e.g., by report ID number)
- 7) Quantity (e.g., tests)

8) Unit rate

Requests for payment of testing that requires a report must reference said report (e.g. nuclear density tests, proctors, break tests, etc.).

The approved firm must provide AUD with clear reports and invoicing showing costs per test, including those tests that fail. Please provide sample invoice and accompanying test report and statement of ability to comply with our invoice and test report requirements.

SECTION III QUALIFICATIONS

The field-testing, laboratory testing and report preparation shall be performed by a qualified Geotechnical and Materials Testing engineering firm under the direct supervision of a licensed Professional Engineer in the State of Georgia with a minimum of 10 years of geotechnical experience.

The proposal must also include a brief narrative of how the project work will be executed, including intended chain of communication beginning with an AUD inspector directly requesting a test, a listing of the number and type of personnel involved, their assigned location, any field setup protocols.

Should a change in personnel arise during the contract period, the same requirements will apply as for the original contract. This will include providing names of added/removed individuals, role of individuals, and references.

The Project Field Testing Technician will be responsible for coordination and scheduling of all testing activities, transportation of all field samples, coordination of laboratory testing, and communication of testing results.

Qualifications of the applicant firm, experience and key professionals managing inspections shall be submitted for evaluation. Any subconsultants the applicant firm will be using to perform any part of the requested service shall be evaluated on the same criteria.

Fee Proposal shall be submitted in a separate sealed envelope with the following information on the outside of it: RFP 26-176 Geotechnical Testing Services for Construction Projects – Fee Proposal

Augusta reserves the right to accept certain parts of the proposal or to reject all the proposals, and to evaluate proposal based on all elements of the proposal, not just prices, to determine the best value to Augusta. No obligation, either expressed or implied, exists on the part of Augusta to make an award for the work for costs incurred in the preparation of the proposal covered by this RFP.

SECTION IV RESPONSE CONTENTS

Your response should follow the general format below:

SECTION CONTENTS

- 1) **PROCUREMENT DOCUMENTS**
All documents required under the Augusta Procurement Department regulations and procedures, properly executed and notarized as required. The notary seal shall be visible on the original AND all copies.
- 2) **LETTER OF INTEREST**
The purpose of the Letter of Interest is to provide a description of the Firm's ability to meet the requirements of the RFP.
- 3) **QUALIFICATIONS & EXPERIENCE OF THE FIRM**
Provide the Firm's primary business interest and/or operations including organization and affiliations.

Proposing Firm's History, Staff Experience & Resumes – All proposers shall provide a brief history of the firm including staff member's experience, resumes and accomplishments which are relevant to the scope of work stated in this proposal. Include all subcontractors that are to be utilized by your company to perform the scope of services listed in this RFP.

Provide information on individual as well as related corporate experiences. This information should include all persons the firm proposes to engage in the task, their professional experience and licensing status. Individuals designated as primary responsible parties shall be clearly identified as such. Provide a biographic overview of the Firm's key principals.

Include details on qualifications of each individual to support the following requirements:

- A) Licensed Geotechnical engineer in the State of GA with a minimum of 10 years of experience.
 - B) Project Field Testing Technician with a minimum of five (5) years of experience.
- 4) **ORGANIZATION & APPROACH**
Include general information on your organization and management process to include the following: line of authority, who will have overall responsibility for implementation of the project, and who will be responsible for ongoing support. The proposal should state who would perform specialized services that may be needed. Include an organizational chart indicating the level of professional seniority of each member.

The proposing Firm must provide a description of any limitations relative to facilities, staff personnel, on-going projects/contracts, etc. Also indicate staffing availability to work on this proposed project.

5) SCOPE OF SERVICES

- A. Provide geotechnical soils and materials testing experience for the Augusta Utilities Department as outlined in the scope of work above, with accompanying reports.
- B. A response time maximum of 2 hours but preferred within 1 hour
- C. Schedule of work and availability to fulfill requirements requested in the specifications
- D. Searchable written reports provided electronically, within 2 business days after testing.
- E. Provide sample invoice and sample test reports with statement on your ability to meet our invoicing and test report requirements.

6) FINANCIAL STABILITY

Provide financial information that would allow proposal evaluators to ascertain the financial stability of the Proposer.

- A) If a public company, include a recap of the most recent audited financial report.
- B) If a private company, provide a recap of the most recent internal financial statement, and a letter on the financial institution's letterhead, stating financial stability.

7) REFERENCES

All proposers shall include the name, address, e-mail, and telephone numbers of at least three (3) clients for whom projects are similar in size and scope that have been completed. Contact information should be current.

8) FEE PROPOSAL

Fee proposal is to be submitted on the fee proposal form (EXHIBIT D). Attach additional sheets as required for any addition details. Include a sample invoice that includes nuclear density testing and a fee schedule of typical geotechnical services charges.

Fee proposal must be sealed and placed in a separate sealed envelope labeled on the outside of the envelope to clearly indicate that it is a response to the RFP 26-176 Geotechnical Testing Services for Construction Projects – Fee Proposal

SECTION V PREPARATION OF PROPOSAL

All proposals should be complete and carefully worded and must convey all information requested by Augusta. Interested parties should submit one (1) marked unbound original, one (1) copy of fee proposal in a separately seals envelope and one (1) electronic copy on thumb drive of the RFP and fee proposal.

- 1) Proposals should be prepared simply and economically, providing a straightforward, concise description of proposer's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.

- 2) The proposal shall be no more than sixty (60) pages in length, excluding cover letter, required forms, tabs and appendices.
- 3) Each copy of the proposal should be collected into in a single volume, including any documentation.
- 4) If the proposal includes any information in addition to the specific information requested in the RFP, it should be included as an appendix to the proposal.
- 5) Each proposal will be evaluated using the following criteria of evaluation

SECTION VI CRITERIA FOR EVALUATION:

Evaluation Process

All proposals will be evaluated by an Augusta, Georgia Selection Committee (Committee). The Committee may be composed of Augusta, Georgia staff and other parties that may have expertise or experience in the services described herein. The Committee will review the submittals and will rank the proposers. The evaluation of the proposals shall be within the sole judgment and discretion of the Committee. All contacts during the evaluation phase shall be through the Augusta, Georgia Procurement Office only. Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by Proposer to contact members of the Committee may jeopardize the integrity of the evaluation and selection process and risk possible disqualification of Proposer.

The Committee will evaluate each proposal meeting the qualification requirements set forth in this RFP. Proposers should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments may be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of Augusta, Georgia's requirements as set forth in this RFP. If needed, the selection process will include oral interviews. The consultant will be notified of the time and place of oral interviews and if any additional information that may be required to be submitted. Cumulative Scores will include the total from Phase 1 and Phase 2. It is the intent of the Owner to conduct a fair and comprehensive evaluation of all proposals received. The contract for this project/service will be awarded to the proposer who submitted a proposal that is most advantageous to the Owner.

Evaluation Criteria

Proposals will be evaluated according to each Evaluation Criteria, and scored on a zero to five point rating. The scores for all the Evaluation Criteria will then be multiplied according to their assigned weight to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project/service is five hundred (500) points.

Rating Scale		
0	Not Acceptable	Non-responsive, fails to meet RFP specifications. The approach has no probability of success. For mandatory requirement this score will result in disqualification of proposal.
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving project/service objectives per RFP.
2	Fair	Has a reasonable probability of success, however, some objectives may not be met.
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on interpretation of proposal by Evaluation Committee members.
4	Above Average/ Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFP requirements and expectations.
5	Excellent/ Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFP specification.

The Evaluation Criteria Summary and their respective weights are as follows:

1. Completeness of Response (Pass/Fail)

- a. Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration. Responses that are rated a Fail and are not considered may be picked up at the delivery location or returned to the vendor (at vendor's expense). Please provide shipping instructions and/or fees upon the completion of the competitive process.

Conflict of Interest Statement (Pass/Fail)

- b. Discloses any financial, business or other relationship with the Augusta, Georgia that may have an impact upon the outcome of the contract or the construction project/service.
- c. Lists current clients who may have a financial interest in the outcome of this contract or the construction project/service that will follow.
- d. Discloses any financial interest or relationship with any construction company that might submit a bid on the construction project/ service.

2. Qualifications & Experience (15 points)

- a. Relevant experience, specific qualifications, and technical expertise of the firm and sub- consultants/proposers to conduct the required services as listed in this RFP and adhering to all required license requirement for federal, state and local services.
- b. Licensed professional Geotechnical engineer in the State of GA with a minimum 10 years of experience.
- c. Field tech with a minimum 5 years of experience

3. Organization & Approach (10 points)

- a. Describes familiarity of project/service and demonstrates understanding of work completed to date and project/service objectives moving forward
- b. Roles and Organization of Proposed Team
 - i. Proposes adequate and appropriate disciplines of project/service team.
 - ii. Some or all of team members have previously worked together on similar project/service(s).
 - iii. Overall organization of the team is relevant to Augusta, Georgia needs.
- c. Project and Management Approach
 - i. Team is managed by an individual with appropriate experience in similar project/services. This person's time is appropriately committed to the project/service.
 - ii. Team successfully addresses all requirements of this RFP.
 - iii. The team and management approach responds to project/service issues. Team structure provides adequate capability to perform both volume and quality of needed work within project/service schedule milestones.
- d. Roles of Key Individuals on the Team
 - i. Proposed team members, as demonstrated by enclosed resumes, have relevant experience for their role in the project/service.
 - ii. Key positions required to execute the project/service team's responsibilities are appropriately staffed.

- e. Working Relationship with Augusta, Georgia
 - i. Team and its leaders have experience working in the public sector and knowledge of public sector procurement process.
 - ii. Team leadership understands the nature of public sector work and its decision-making process.
 - iii. Proposal responds to need to assist Augusta, Georgia during the /service.
4. Scope of Services to be Provided (30 points)
Provide experience and approach to the following as requested in the RFP specifications:
 - a. Provide geotechnical soils and materials testing experience for the Augusta Utilities Department as outlined in the scope of work above, with accompanying reports.
 - b. A response time maximum of 2 hours but preferred within 1 hour
 - c. Schedule of work and availability to fulfill requirements requested in the specifications
 - d. Searchable written reports provided electronically, within 2 business days after testing.
 - e. Provide sample invoice and sample test reports with statement on your ability to meet our invoicing and test report requirements.
5. Financial statements (5 points)
Provide financial information that would allow proposal evaluators to ascertain the financial stability of the Proposer.
 - a. If a public company include a recap of the most recent audited financial report.
 - b. If a private company provide a recap of the most recent internal financial statement; and a letter on the financial institution's letterhead, stating financial stability.
6. References (5 points)
Provide as reference the name of at least three (3) agencies you currently or have previously consulted for in the past three (3) years. Include specific individuals with addresses and telephone numbers.
7. Proximity to Area. (Non-weighted)

a. Within Richmond County	50 points
b. Within CSRA	30 points
c. Within Georgia	20 points
d. Within SE United States (includes AL, TN, NC, SC, FL)	10 points
e. All Others	5 points
8. Presentation by Team (5 points) (Optional)
Team presentation conveying project/service understanding, communication skills, innovative ideas, critical issues and solutions.
9. Q&A Response to Panel Questions (5 points) (Optional)
Proposer provides responses to various interview panel questions.
10. Cost/Fee Proposal. (Non-Weighted)
* Enclose in a separate sealed envelope.

a. Lowest Fee	50 points
f. Second	30 point
b. Third	20 points
c. Fourth	10 points
e. Fifth	5 points

Weighted scores for each Proposal will be assigned utilizing the table below:

Phase 1				
No.	Evaluation Criteria	Rating (0-5)	Weight	Score (Rating * Weight)
1	Completeness of Response - Package submitted by the deadline - Package is complete (includes requested information as required per this solicitation) - Exhibit A is complete, signed and notarized	N/A	Pass/Fail	Pass/Fail
2	Qualifications & Experience		20	
3	Organization & Approach		15	
4	Scope of Services a. Provide geotechnical soils and materials testing experience for the Augusta Utilities Department as outlined in the scope of work above, with accompanying reports. b. A response time maximum of 2 hours but preferred within 1 hour c. Schedule of work and availability to fulfill requirements requested in the specifications d. Searchable written reports provided electronically, within 2 business days after testing. e. Provide sample invoice and sample test reports with statement on your ability to meet our invoicing and test report requirements.		20	
5	Financial Stability		5	
6	References		5	
7	Proximity to Area. Total values (non-weighted point value) a. Within Richmond County 50 b. Within CSRA 30 c. Within Georgia 20 d. Within SE United States (includes AL, TN, NC, SC, FL) 10 e. All Others 5		Non-Weighted	
Phase 2 (Optional – Numbers 8 and 90) Any Vendors that Receive Less Than a 3 Ranking in Any Category will not be considered for Phase II		Rating (0-5)	Weight	Score (Rating * Weight)
8	Presentation by Team		10	
9	Q&A Response to Panel Questions		5	
10	Cost/Fee Proposal Consideration (non-weighted point value) a. Lowest Fee 50 b. Second 30 c. Third 20 d. Fourth 10 e. Fifth 5		Non-Weighted	

Proposals will be evaluated according to each Evaluation Criteria and scored on a zero-to-five-point rating. The scores for all the Evaluation Criteria will then be multiplied according to their assigned weight to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project/service is five hundred (500) points.

SECTION VII SELECTION PROCESS

An evaluation committee will review and score all proposals based on the qualifications and information provided in Section II Scope of Services, criteria for evaluations, addendums and any information provided by the vendor in the requested attachments and exhibits.

Using the proposal information presented by the firms in their proposals, the selection committee will first rank the firms based upon qualifications. Fee proposals will then be opened and evaluated as part of the complete evaluation process. Some firms may then be requested to make presentations to the Selection Committee and field any questions they might have.

The Procurement Department will examine your proposal to ascertain that all required documents are included, properly executed and in the correct quantity. Failure to meet these criteria will result in your proposal being declared non-compliant and thus ineligible for further consideration.

A Selection Committee will review all proposals submitted in response to this RFP. Based upon the background information reported in the response, the Committee will determine whether the proposer is qualified or unqualified.

Using the proposals and the selection criteria, the Committee will rank the firms based upon the quality and content included in their proposals as well as a demonstrated understanding of the project and Augusta's requirements. Depending upon the number of responses received, Augusta may request select firms to make presentations to the Selection Committee and field any questions they might have to clarify their proposal and provide additional information.

EVALUATION PROCESS

A Selection Committee will review all proposals submitted in response to this RFP. The selection committee will rank the firms based upon cost as well as the quality and content of their proposal.

Each response to this RFP shall be subject to the same review and assessment process. Proposals will be evaluated and ranked on the basis of points awarded by an evaluation committee. A description of the factors which will be analyzed and the relative weight accorded is included in the specifications. Augusta will not consider the proposal of any Offeror who lacks accreditation or authorization to provide the Services requested.

Phase One Criteria (Identify short listed offerors only)

The Procurement Director, in consultation and upon the recommendation of the head of the using agency, shall select from among the offerors no less than three (3) offerors (the "short-listed offerors") deemed to be the most responsible and responsive; provided, however, that if three (3) or less offerors respond to the solicitation, this requirement will not apply. The selection of the short-listed offerors shall be made in order of preference. From the date proposals are received by Procurement Director through the date the contract is awarded, no offeror may make substitutions, deletions, additions or other changes in the configuration or structure of the offeror's teams or members of offeror's teams prior to award.

It is the intent of the Owner to conduct a fair and comprehensive evaluation of all proposals received. The contract will be awarded to the proposer who submitted a proposal that is most advantageous to the Owner.

Your team will be evaluated on the basis of how well your firm and its individual professionals meet the criteria outlined including general and specific selection criteria.

Please submit your proposal in a concise written tabulated format indexed and organized. The recommended firm and contract will be presented to the Augusta Commission for final approval.

Each submittal must respond to the requested information for each section.

Phase Two Criteria

(Rank the company that best address scope of service/ technical proposal as outlined in the specifications to be in the best interest of Augusta, Georgia).

An Interview list may be created to allow firms the opportunity to respond to questions from the evaluation committee relevant to the submitted proposals during the interview. Oral presentations to the evaluation committee shall not exceed one hour in duration.

After an initial screening process, a technical question and answer conference or interview will be conducted, if deemed necessary to clarify or verify the offeror's proposal and to develop a comprehensive assessment of the proposal. Offerors will present their proposals and demonstrate their offered products to the Evaluation Committee. This process will result in the selection of the successful vendor who, through contractual agreements, will undertake the scope of work.

PRICE PROPOSALS

The firms shall provide a proposal that includes all requested fields of the FEE PROPOSAL that are required to provide the services requested. No additional expenses will be paid by Augusta, Georgia in association with the execution of this project outside of the agreed upon fee proposal.

Price is not the driving factor in this award and shall be considered as follows: In making this decision, the Using Agency and the Procurement Director shall consider the estimated value, the scope, the complexity and the professional nature of the services to be rendered. Should the Using Agency and the Procurement Director be unable to negotiate a satisfactory contract with the offeror considered to be the most responsible and responsive at a price for the Using Agency and the Procurement Director determines to be fair and reasonable to Augusta, Georgia, negotiations with that offeror shall be terminated. The Using Agency and the Procurement Director shall then undertake negotiations with the second most responsible and responsive short-listed offeror. If negotiations with the second most responsible and responsive short-listed offeror are unsuccessful, negotiations shall be terminated, and the Using Agency and the Procurement Director shall then undertake negotiations with the third most responsible and responsive short-listed offeror. Should the Using Agency and the Procurement Director be unable to negotiate a contract with any of the short-listed offerors, the Using Agency and the Procurement Director and the using agency may select from the additional offerors that were not short-listed in order of their responsibility and responsiveness and the Using Agency and the Procurement Director may continue negotiations in accordance with this section until an agreement is reached.

Price information shall be separated from the proposal in a sealed envelope and opened only after the proposals have been reviewed and ranked. The names of the respondents will be identified at the proposal opening; however, no proposal will be handled so as to permit disclosure of the detailed contents of the responses until after award of contract. A record of all responses shall be prepared and maintained for the files and audit purposes.

While cost is not the driving factor, the committee will also review qualifications and past performance.

Final negotiations and letting the contract. The Committee shall rank the technical proposals, open and consider the pricing proposal. Award shall be made or recommended for award through the Augusta, Georgia Administrator, to the most responsible and responsive offeror whose proposal is determined to be the most advantageous to Augusta, Georgia. No other factors or criteria shall be used in the evaluation. The contract file shall contain a written report of the basis on which the award is made/recommended. The contract shall be awarded or let in accordance with the procedures set forth in this Section and the other applicable sections of this chapter.

When in the best interest of Augusta, Georgia, Augusta reserves the right to request additional information and to request a "Best and Final" offer.

Final Selections

The evaluation committee will recommend an award to the Augusta Georgia Commission for the highest scoring proposal(s). The Augusta Georgia Commission will make the final decision as to award of contract.

AUGUSTA RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS TO WAIVE INFORMALITIES AND TO RE-ADVERTISE.

EXHIBIT D COST WORKSHEET

Geotechnical Testing

The estimated quantities below are provided for bid evaluation purposes only and represent the anticipated requirements over the five-year contract term. Actual quantities and tests are subject to change based on project demands, and no minimum or maximum quantities are guaranteed.

Item	Estimated Quantity	Units	\$/Unit	Item Total
Testing				
Concrete Pours (Air Content, Slump, and Temperature)	8	Each		
Concrete Compressive Strength Testing (Concrete	40	Each		
Modified Proctor Test	65	Each		
In-Place Soil Density and Moisture Testing (Nuclear Gauge)	650	Each		
Soil Classification	25	Each		
Testing Total				
Professional Services				
Engineering Consultation	25	Hours		
Consultation Total				
PROPOSAL TOTAL				

NOTES:

- 1) All unit prices shall include all, but not limited to labor, supervision, equipment, materials, supplies, sample collection, transportation, mobilization, travel, testing, QA/QC, engineering evaluation, report preparation, report delivery, and all other incidental costs necessary to complete each test or observation. No additional compensation will be allowed for these services.
- 2) Engineering Consultation hours shall apply only to geotechnical engineering services requested by AUD that are outside the scope of the unit-price testing services, including evaluation of unusual site conditions and development of engineering recommendations.
- 3) Monthly invoices shall be based on the actual quantities of services performed during the billing period using the unit prices provided above.
- 4) Unit prices shall remain firm for the initial one-year term of the Agreement.

COST PROPOSAL SUBMITTED BY:

NAME: _____

COMPANY: _____

ADDRESS: _____

CITY/STATE: _____

TELEPHONE: _____

EMAIL: _____

SIGNATURE: _____

Fee Proposal must be sealed and labeled on the outside of the package to clearly indicate that it is in response to RFP #26-176 Geotechnical Testing Services for Construction Projects.

STATE OF GEORGIA

AUGUSTA, GA

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

AND

CONSULTANT

CONSULTANT: _____

PROJECT: _____

DATE EXECUTED:

DATE COMPLETED:

**DRAFT – FOR REVIEW PURPOSES
ONLY**

This draft is provided solely to
illustrate the agreement anticipated
to be executed with the successful
Proposer following award of the
Contract.

STATE OF GEORGIA

AUGUSTA, GA

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

AND

CONSULTANT

This Agreement is made and entered into this _____ day of _____, 20## by and between AUGUSTA, Georgia, a political subdivision of the State of Georgia, hereinafter called the "CITY" and Business Name., a Corporation authorized to do business in Georgia, hereinafter called the "CONSULTANT."

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

_____ *Project Title* _____

and,

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

NOW, THEREFORE, in consideration of the mutual promises and covenant herein contained, it is agreed by and between the CITY and the CONSULTANT that:

GENERAL PROVISIONS

CONSULTANT has agreed, in this Agreement with CITY to procure the services of licensed design professionals, to provide the engineering services required to provide professional engineering and design services for the Project in accordance with the requirements as outlined in and attached as Attachment A – Scope of Services and other relevant data defining the Project.

CONSULTANT COORDINATION

The CONSULTANT shall cooperate fully with all municipalities, local government officials, utility companies, and other consultants as directed by the CITY. CONSULTANT and all relevant parties agree to work together on the basis of trust, good faith and fair dealing, and shall take actions reasonably necessary to enable each other to perform this Agreement in a timely, efficient and economical manner. All parties agree to cooperate in a manner consistent with good design practice and will exercise the degree of skill and diligence normally employed by professional engineers or consultants practicing under similar conditions. CONSULTANT will re-perform any services not meeting this standard without additional compensation.

AMENDMENTS TO AGREEMENT

Every amendment to the Scope of Services shall become and is hereby made a part of this Agreement. Amendments must be fully executed by both the CONSULTANT and CITY to be valid.

REDUCTION IN REQUIRED SERVICES

If reductions in the required services are ordered by CITY, the credits shall be the amounts for such services as described in subsequently executed Amendments to this Agreement, and no claim for damages for anticipated profits shall accrue to the CONSULTANT.

DATE CHANGES

If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided and if such periods of time or dates are changed through no fault of CONSULTANT, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment.

AGREEMENT MODIFICATIONS

This Agreement shall not be modified except by a duly executed Amendment hereto in writing under the hands and seals of both parties hereto.

TIME OF COMPLETION

The time of completion shall be as described in the schedule attached hereto as Attachment D - Schedule.

This Agreement shall terminate immediately and absolutely at such time as appropriated and otherwise obligated funds are no longer available to satisfy the obligations of the CONSULTANT on behalf of the CITY under this Agreement. However, CONSULTANT will be compensated for all work prior to termination of contract even if the CITY has obligated the funds to other projects.

PROJECT PROGRESS

CONSULTANT'S services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion.

LITIGATION

Nothing in this Agreement shall be construed as obligating the CONSULTANT to appear, support, prepare, document, bring, defend or assist in litigation either undertaken or defended in behalf of the CITY except in consideration of compensation. All such services required or requested of CONSULTANT by the CITY except suits or claims between the parties to this Agreement will be reimbursed as additional services.

BINDINGS

It is further agreed that the CITY and CONSULTANT each binds itself and themselves, its or their successors, executors, administrators and assigns to the other party to this Agreement and to its or their successors, executors and assigns in respect to all covenants of this Agreement. Except as above, neither CITY nor the CONSULTANT shall assign, sublet or transfer its or their interest in this Agreement without prior written consent of the other party hereto.

EXTENT OF THE AGREEMENT

This Agreement represents the entire agreement between CITY and CONSULTANT and supersedes all prior negotiations, representations and agreements, either written or oral.

DEFINITIONS

Wherever used in this Agreement, whether in the singular or in the plural, the following terms shall have the following meanings:

Agreement Execution - means the date on which CONSULTANT executes and enters into an Agreement with CITY to perform the Work.

Agreement Price - means the total monies, adjusted in accordance with any provision herein, payable to the CONSULTANT under this Agreement.

CITY - means a legal entity AUGUSTA, Georgia, a political subdivision of the State of Georgia.

CONSULTANT - means the party or parties contracting directly with the CITY to perform Work pursuant to this Agreement.

Contract - means the Agreement Documents specifically identified and incorporated herein by reference.

Contract Time - means the period of time stated in this Agreement for the completion of the Work.

Subcontractor - means any person, firm, partnership, joint venture, company, corporation, or entity having a contractual agreement with CONSULTANT or with any of its subcontractors at any tier to provide a part of the Work called for by this Agreement.

Supplemental Agreement - means a written order to CONSULTANT signed by CITY and accepted by CONSULTANT, effecting an addition, deletion or revision in the Work, or an adjustment in the Agreement Price or the Contract Time, issued after execution of this Agreement.

Task Order - means a written order specifying a Scope of Services, time of completion and compensation limit for services being provided by CONSULTANT. Task Orders shall be incorporated by reference as part of the Supplemental Conditions of this Agreement.

Work - means any and all obligations, duties and responsibilities, including furnishing equipment, engineering, design, workmanship, labor and any other services or things necessary to the successful completion of the Project, assigned to or undertaken by CONSULTANT under this Agreement.

CONTRACT DOCUMENTS

List of Documents

The Agreement, the General Conditions, the Attachments, and any Supplemental Agreements, including Task Orders shall constitute the Agreement Documents (the "Agreement").

Conflict and Precedence

The Agreement Documents are complementary, and what is called for by one is as binding as if called for by all. In the event there are any conflicting provisions or requirements in the component parts of this Agreement, the several Agreement Documents shall take precedence in the following order:

1. Agreement – Including Attachments
2. General Conditions
3. Supplemental Conditions – Including Task Orders

GENERAL CONDITIONS

1. COMMENCEMENT OF WORK

The performance of services as defined in the Prime Agreement between CONSULTANT and the CITY, and herein described in this Agreement as Attachment A shall be commenced upon receipt by the CONSULTANT of a written Notice To Proceed. The effective date of services shall be defined in the Notice To Proceed.

2. PROFESSIONAL STANDARDS

The standard of care for all services performed or furnished by CONSULTANT under this Agreement will be the level of care and that is ordinarily used by members of CONSULTANT'S profession practicing under similar conditions.

3. CHANGES AND EXTRA WORK

The CITY may, at any time, request changes in the work to be performed hereunder. All such changes, including any increase or decrease in the amount of the CONSULTANT's compensation, which are mutually agreed upon by and between the CITY and the CONSULTANT, shall be incorporated in written Supplemental Agreements to the Agreement.

Changes that involve an increase in the compensation shall be considered major, and require the approval of the CITY.

4. PERSONNEL

The CONSULTANT represents that it has secured or will secure, at its own expense, all personnel necessary to complete this Agreement; none of whom shall be employees of, or have any contractual relationship with, the CITY. All of the services required hereunder will be performed by the CONSULTANT under its supervision, and all personnel engaged in the work shall be qualified and shall be authorized or permitted under law to perform such services.

All key professional personnel, including subcontractors, engaged in performing services for the CONSULTANT under this agreement are indicated in a personnel listing attached hereto as Attachment C – Listing of Key Personnel and incorporate herein by reference. No changes or substitution shall be permitted in the CONSULTANT's Key Personnel without the prior written approval of the CITY or his designee.

The CONSULTANT shall employ only persons duly registered in the appropriate category in responsible charge of supervision and design of the work. The CONSULTANT shall endorse all reports, contract plans, and survey data. Such endorsements shall be made by a person duly registered in the appropriate category by the Georgia State Board of Registration for Professional Engineers and Land Surveyors, being in the full employ of the CONSULTANT and responsible for the work prescribed by this Agreement.

5. ACCURACY OF WORK

The CONSULTANT shall be responsible for the accuracy of the work and shall promptly correct errors and omissions in its plans and specifications without additional compensation. The CONSULTANT shall give immediate attention to these changes so there will be a minimum of delay to others.

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

6. CONFIDENTIALITY

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

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

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

7. OPEN RECORDS

CONSULTANT acknowledge that all records relating to this Agreement and the services to be provided under the contract may be a public record subject to Georgia's Open Records Act (O.C.G.A. § 50-18-70, et seq.). CONSULTANT shall cooperate fully in responding to such request and making all records, not exempt, available for inspection and copying as provided by law.

8. JURISDICTION

The law of the State of Georgia shall govern the CONTRACT between CITY and CONSULTANT with regard to its interpretation and performance, and any other claims related to this agreement.

All claims, disputes and other matters in question between CITY and CONSULTANT arising out of or relating to the Agreement, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. The CONSULTANT, by executing this Agreement, specifically consents to jurisdiction and venue in Richmond County and waives any right to contest the jurisdiction and venue in the Superior Court of Richmond County, Georgia.

9. TERMINATION OF AGREEMENT FOR CAUSE

If through any cause, the CONSULTANT shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the CONSULTANT shall violate any of the covenants, agreements or stipulations of this Agreement, CONSULTANT will be given the opportunity to commence correction of obligation within 5 days of written notice and diligently complete the correction thereafter. Failure to maintain the scheduled level of effort as proposed and prescribed, or deviation from the aforesaid schedule without prior approval of the CITY, shall constitute cause for termination. The CITY shall thereupon have the right to terminate this Agreement by giving written notice to the CONSULTANT of such termination, and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, maps, data, studies, work papers and reports prepared by the CONSULTANT under this Agreement shall become the property of the CITY, and the CONSULTANT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents, as mutually agreed by the CITY and CONSULTANT.

10. TERMINATION FOR CONVENIENCE OF THE CITY

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

11. COORDINATION AND COOPERATION WITH OTHER UTILITIES AND CONSULTANTS

CONSULTANT shall thoroughly research all utility records to identify the existing facilities on the submitted roadway plans for avoidance, or resolution, of conflicts with the proposed Scope of Services.

If the CITY undertakes or awards other contracts for additional related work, the CONSULTANT shall fully cooperate with such other CONSULTANTS and the CITY employees or appointed committee(s), and carefully fit its own work to such additional work as may be directed by the CITY. The CONSULTANT shall not commit or permit any act which will interfere with the performance of work by any other CONSULTANT or by CITY employees.

12. COVENANT AGAINST CONTINGENT FEES

The CONSULTANT warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business and that the CONSULTANT has not received any non-CITY fee related to this Agreement without the prior written consent of the CITY. For breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement Price of consideration the full amount of such commission, percentage, brokerage or contingent fee.

13. RESPONSIBILITY FOR CLAIMS AND LIABILITY

The CONSULTANT shall be responsible for any and all damages to properties or persons caused by its employees, subcontractors, or agents, and shall hold harmless the CITY, its officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever to the extent found to be resulting from the CONSULTANT, its subcontracts, or

agent in the negligent performance or non-performance of work under this Agreement. These indemnities shall not be limited by reason of the listing of any insurance coverage.

14. INSURANCE

The CONSULTANT shall, at all times that this Agreement is in effect, cause to be maintained in force and effect an insurance policy(s) that will ensure and indemnify the CITY against liability or financial loss resulting from injuries occurring to persons or property or occurring as a result of any negligent error, act, or omission of the CONSULTANT in performance of the work during the term of this Agreement.

The CONSULTANT shall provide, at all times that this agreement is in effect, Worker's Compensation insurance in accordance with the laws of the State of Georgia.

The CONSULTANT shall provide, at all times that this Agreement is in effect, Insurance with limits of not less than:

- A. Workmen's Compensation Insurance – in accordance with the laws of the State of Georgia.
- B. Public Liability Insurance – in an amount of not less than One Million (\$1,000,000) Dollars for injuries, including those resulting in death to any one person, and in an amount of not less than One Million (\$1,000,000) Dollars on account of any one occurrence.
- C. Property Damage Insurance – in an amount of not less than One Million (\$1,000,000) Dollars from damages on account of an occurrence, with an aggregate limit of One Million (\$1,000,000) Dollars.
- D. Valuable Papers Insurance – in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the Project.
- E. Professional Liability Insurance – in an amount of not less than One Million (\$1,000,000) Dollars or an amount that correlates to the aggregate fee on the project should it exceed \$1,000,000.

CITY will be named as an additional insured with respect to CONSULTANT's liabilities hereunder in insurance coverage's identified in items (b) and (c).

The policies shall be written by a responsible company(s), to be approved by the CITY, and shall be noncancellable except on thirty-(30) days' written notice to the CITY. Such policies shall name the CITY as co-insured, except for worker's compensation and professional liability policies, and a copy of such policy or a certificate of insurance shall be filed with the Director at the time of the execution of this Agreement.

15. PROHIBITED INTERESTS

- 15.1 Conflict of Interest: The CONSULTANT agrees that it presently has no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. The CONSULTANT further agrees that, in the performance of the Agreement, no person having such interest shall be employed.
- 15.2 Interest of Public Officials: No member, officer, or employee of the CITY during his tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

15.3 Employment of CITY's Personnel: The CONSULTANT shall not employ any person or persons in the employ of the CITY for any work required by the terms of the Agreement, without the written permission of the CITY except as may otherwise be provided for herein.

16. SUBCONTRACTING

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

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

17. ASSIGNABILITY

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

18. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the CONSULTANT agrees as follows: (1) the CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin; (2) the CONSULTANT will, in all solicitations or advertisements for employees placed by qualified applicants, receive consideration for employment without regard to race, creed, color, sex or national origin; (3) the CONSULTANT will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provision shall not apply to contracts or subcontracts for standard commercial supplies of raw materials.

19. DRUG FREE WORK PLACE

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

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

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

20. ANTI-KICKBACK CLAUSE

Salaries of architects, drafters, engineer's, and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. The CONSULTANT hereby promises to comply with all applicable "Anti-kickback"

laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

21. AUDITS AND INSPECTORS

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

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

22. OWNERSHIP, PUBLICATION, REPRODUCTION AND USE

All documents and materials prepared as an instrument of service pursuant to this Agreement are the property of the CITY. The CITY shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, maps, or other materials prepared under this Agreement without according credit of authorship. The CITY shall hold harmless the CONSULTANT against all claims arising out of such use of documents and materials without the CONSULTANT's knowledge and written consent.

23. VERBAL AGREEMENT OR CONVERSATION

No verbal agreement or conversation with any officer, agent, or employee of the CITY, either before, during, or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation entitle the CONSULTANT to any additional payment whatsoever under the terms for this Agreement. All changes to this Agreement shall be in writing and appended hereto as prescribed in Article 3 above.

24. INDEPENDENT CONTRACTOR

The CONSULTANT shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute the CONSULTANT or any of its agents or employees to be the agent, employee, or representative of the CITY.

25. NOTICES

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid. Notices shall be addressed as follows:

CITY:

ADMINISTRATOR

AUGUSTA, GEORGIA

535 Telfair St., Suite 910

Augusta, GA 30911

CONSULTANT:

Copy to:

DIRECTOR

AUGUSTA UTILITIES DEPARTMENT

452 Walker Street; Suite 200

Augusta, GA 30901

26. TEMPORARY SUSPENSION OR DELAY OF PERFORMANCE OF CONTRACT

To the extent that it does not alter the scope of this agreement, Augusta, GA may unilaterally order a temporary stopping of the work, or delaying of the work to be performed by CONSULTANT under this agreement.

27. DEFECTIVE PRICING

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

28. SPECIFIED EXCUSES FOR DELAY OR NON-PERFORMANCE

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

29. HOLD HARMLESS

Except as otherwise provided in this agreement, CONSULTANT shall indemnify and hold harmless Augusta, GA, and its employees and agents from and against all liabilities, claims, suits, demands, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from the negligent performance of its Work.

30. GEORGIA PROMPT PAY ACT NOT APPLICABLE

The terms of this agreement supersede any and all provisions of the Georgia Prompt Pay Act.

31. RIGHT TO INSPECT PREMISES

Augusta, Georgia may, at reasonable times, inspect the part of the plant, place of business, or work site of CONSULTANT or any subcontractor of CONSULTANT or subunit thereof which is pertinent to the performance of any contract awarded or to be awarded by Augusta, Georgia.

32. E-VERIFY

All contractors and subcontractors entering into contracts with Augusta, Georgia for the physical performance of services shall be required to execute an Affidavit verifying its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia has registered with and is participating in a federal work authorization program. All contractors and subcontractors must provide their E-Verify number and must be in compliance with the electronic verification of work authorized programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and shall continue to use the federal authorization program throughout the contract term. All contractors shall further agree that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to its contract with Augusta, Georgia the contractor will secure from such subcontractor(s) each subcontractor's *E-Verify number* as evidence of verification of compliance with O.C.G.A. § 13-10-91 on the subcontractor affidavit provided in Rule 300-10-01-.08 or a substantially similar form. All contractors shall further agree to maintain records of such compliance and provide a copy of each such verification to Augusta, Georgia at the time the subcontractor(s) is retained to perform such physical services.

33. LOCAL SMALL BUSINESS LANGUAGE

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

34. ACKNOWLEDGEMENT

"Consultant acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners and approval of the Mayor. Under Georgia law, Consultant is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Consultant's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Consultant may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Consultant agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the Consultant provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by Consultant. Consultant assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity." This acknowledgement shall be a mandatory provision in all Augusta, Georgia contracts for goods and services, except revenue producing contracts.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

AUGUSTA, GEORGIA (CITY)

CONSULTANT:

BY:_____

BY:_____

PRINTED NAME: Garnett L. Johnson

PRINTED NAME: _____

AS ITS: MAYOR

AS ITS: Principal

ATTEST CLERK:

ATTEST:

PRINTED NAME: Lena J. Bonner

PRINTED NAME: _____

AS ITS: Clerk of Commission

AS ITS: Principal

DATE: _____

DATE: _____

Copy To:

DIRECTOR

AUGUSTA UTILITIES DEPARTMENT

452 Walker Street, Suite 200

Augusta, GA 30901

CONSULTANT'S RESPONSIBILITIES

CONSULTANT , in order to determine the requirements of the Project, shall review the information in Attachment A – Scope of Services. CONSULTANT shall review its understanding of the Project requirements with CITY and shall advise CITY of additional data or services which are not a part of CONSULTANT's services, if any, necessary for design to begin.

PROJECT UNDERSTANDING

Upon request from the CONSULTANT, CITY may provide all criteria and full information as to CITY's and CONSULTANT'S requirements for this part of the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations. CONSULTANT may request from the CITY to furnish data, reports, surveys, and other materials that may be relied upon in performing CONSULTANT'S services.

REVIEW OF WORK

Authorized representatives of the CITY may at all reasonable times review and inspect the project activities and data collected under the Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computation prepared by or for the CITY in association with this Agreement shall be subject to review.

The CITY may at any time request progress reports, prints or copies of any work performed under this Agreement. Refusal by the CONSULTANT to submit progress reports and/or plans shall be cause to withhold payment to the CONSULTANT until the CONSULTANT complies with the CITY's request in the regard.

The CITY's review recommendations shall be incorporated into the plans by the CONSULTANT.

CONSULTANT'S INSURANCE

CONSULTANT will maintain throughout this AGREEMENT the following insurance limits as specified in General Condition 14 – Insurance.

CITY'S RESPONSIBILITIES

CITY-FURNISHED DATA

CITY will provide to CONSULTANT all data in CITY's possession relating to CONSULTANT's services on the PROJECT. CONSULTANT will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by CITY.

RIGHT TO ENTER

The CONSULTANT will notify all property owners or occupants of the intent to enter properties for the purpose of accomplishing work in accordance with the practices of the CITY. The CONSULTANT shall discuss with and receive approval from the CITY prior to sending notices of intent to enter private property. Upon request by the CONSULTANT, the CITY will provide the necessary documents identifying the CONSULTANT as being in the employ CITY for the purpose described in the Agreement.

ADVERTISEMENTS, PERMITS, AND ACCESS

Unless otherwise agreed to in the Scope of Services, CITY will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for CONSULTANT's services or PROJECT construction.

TIMELY REVIEW

CITY will examine CONSULTANT's studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as CITY deems appropriate; and render in writing decisions required by CITY in a timely manner.

PROMPT NOTICE

CITY will give prompt written notice to CONSULTANT whenever CITY observes or becomes aware of any development that affects the scope or timing of CONSULTANT's Services, or of any defect in the work of CONSULTANT or construction contractors.

CITY'S INSURANCE

CITY will maintain property insurance on all pre-existing physical facilities associated in any way with the PROJECT.

LITIGATION ASSISTANCE

The Scope of Services does not include costs of CONSULTANT for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by CITY. All such Services required or requested of CONSULTANT by CITY, except for suits or claims between the parties to this AGREEMENT, will be reimbursed as additional services.

ATTACHMENT A – SCOPE OF SERVICES

ATTACHMENT B - COMPENSATION

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

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

Each invoice shall be accompanied by a letter progress report describing the total work accomplished for each phase and any problems, which have been encountered, which may inhibit execution of the work. The CONSULTANT shall also submit an accurate updated schedule, and an itemized description of the percentage of total work completed for each phase during the billing period.

When the CITY authorizes the CONSULTANT to proceed with the work authorized in a Task Order, it agrees to pay the CONSULTANT for work completed, on the basis of the standard billing rates shown in Attachment B to the Contract of those principals and employees engaged directly on the work.

Compensation for design services shall be invoices based on the sum of all actual costs incurred in the performance of the work, including all direct, payroll, overall and profit cost in an amount not-to-exceed the compensation set forth in the terms of the Agreement or any authorized Task Order. All invoices submitted by the CONSULTANT shall be detailed to reflect incurred expenses, labor hours and costs by authorized Task.

Overtime may be performed at the discretion of the CONSULTANT, but the premium time portion of the overtime will not be billed to the CITY unless the CONSULTANT has requested acceleration of the scheduled work in writing.

ATTACHMENT C – LISTING OF KEY PERSONNEL

CONSULTANT shall provide qualified personnel to perform its work. The list of key personnel below, including a designated Program Manager will not change or be reassigned without the written approval of the CITY. Those personnel committed for this work are as follows:

ATTACHMENT D – SCHEDULE FOR PERFORMANCE

The term of services will be one year, with the start and end date issues in the Notice to Proceed. Augusta has the option to renew the agreement annually for the duration of four (4) additional one-year terms.

CONSULTANT SERVICES

As a part of this Agreement the CONSULTANT agrees to furnish the following checked items **(CONSULTANT to initial in the space provided acknowledging responsibility to furnish said item).**

Prior to Authorization To Proceed:

- ☒ Detailed Scope of Services based upon Schedule A of this Agreement to be submitted with Cost Proposal clearly defining the CONSULTANT'S understanding of the project limits, design objectives and CONSULTANT'S services to be provided.
- ☐ Cost Proposal that will include cost of surveying, design, preparation of construction plans and specifications, and other services requested in the CITY's Request for Proposal.
- ☐ Schedule for submittal of review documents at 30%, 60%, and 90% completion; and final documents.

Prior to submitting 30% review documents:

- ☐ Locate all existing utilities using available information collected by the CONSULTANT. The CITY will furnish available information on water and sewer locations however the CONSULTANT must verify to CITY'S satisfaction.
- ☐ Provide CITY with information on the project site(s), including the following:
 - Past and present use of the land (specifically identify any landfilling activities in the area); identify any nearby designated wetlands
 - Soil type(s)
 - Boring results when required by CONSULTANT for new facilities or where depth of line and existing site conditions warrant.
 - Brief description of the area (e.g., residential, commercial, industrial) including general slope of the land, and whether trees, signs, etc. will be in conflict with the new facilities. Include number of properties affected and number of easements required with property owners identified
 - Identification of potential problems in meeting design objectives.
- ☐ Site Plan (If Required)

Throughout project:

- ☐ Prepare printed responses to comments received from the CITY following reviews.
- ☐ Provide the necessary plats for easement acquisition and DOT/other permit application.
- ☐ Prepare Public Works/DOT/Other permit applications for signature by the CITY.
- ☐ Prepare and submit plans to EPD for review and approval when required.

- ☐ Prepare plans and specifications, using *Augusta Utilities Design Standards and Specifications (latest version)*. Specifications must mirror that provided by the CITY.
- ☐ Prepare construction cost estimates at each review stage, 30%, 60%, 90%, and with the submittal of Final documents. Provide cost breakdown for any items to be lump sum in the construction contract.

Upon completion of design:

- ☐ Coordinate with the City Procurement Department to advertise the project.
- ☐ Fax bid information to CITY.
- ☐ Attend the Pre-Bid Meeting as a technical reference to the CITY.
- ☐ Prepare letter of recommendation for award of the contract.
- ☐ Develop conformed contract documents and forward to the CITY for execution.
- ☐ Attend the pre-construction meeting as a technical reference to the CITY.
- ☐ Provide clarification related to the plans/specifications throughout design and construction.
- ☐ Provide record drawings at completion of the project electronically, per the *Utilities Design Standards and Specifications (latest version)*.
- ☐ Provide Services During Construction as follows:
 - Attend project meetings as scheduled by the CITY
 - Recommend design changes as field conflicts arise (site visits may be required)
 - Review and approval of pay requests from the construction Contractor (line of communication will be construction contractor to resident observer to CONSULTANT to CITY)
 - Provide clarification of plans and specifications throughout construction
 - Revise/update plans and/or easement plats as changes occur that require resubmittal to DOT/other agencies.

AUGUSTA UTILITIES DEPARTMENT

CONSULTANT

BY: _____

BY: _____

PRINTED NAME: _____

PRINTED NAME: _____

TITLE: DIRECTOR

TITLE: Principal

DATE: _____

DATE: _____

ADDITIONAL SERVICES:

1. Revisions to the plans/contract documents to extend the limits of the project after this AGREEMENT has been executed by the CITY.
2. Revisions due to incorrect locations of existing utilities by the CONSULTANT (i.e., correct location given by CITY, incorrectly marked on plans by engineer) will be the responsibility of the CONSULTANT. Other revisions required by the CITY, DOT, EPD, or other government agency at their request will be considered an additional service.
3. Out-of-town meetings or conferences required of the CONSULTANT by the CITY.
4. Other not described above, as approved by the CITY.

NOTE:

It is the responsibility of the CONSULTANT as contracted by the CITY to provide professional surveying and engineering services. It is expected that such professionals will operate in a manner which assures the interests of the common welfare, rather than in a manner which promotes their own financial gain. It is expected that such professionals will act as a faithful agent for the CITY as a client. It is the duty of the CONSULTANT to protect the safety, health and welfare of the public in the performance of their professional duties.

BEST AND FINAL FEE PROPOSAL

Local Small Business Program

Preference

The Local Small Business Program provides for Local Small Business Program Preference on all applicable Augusta, Georgia procurements between \$101,000 and \$300,000 in value.

The Local Small Business Program Preferences for this procurement is:

Waived

There must be a minimum of three (3) certified firms in the Local Small Business Program that can provide the service or product, as specified by the user department, for the LSBP Preference to be considered. As a result of not meeting the minimum service/product requirement, the LSBP Preference is waived for this solicitation.

NO RESPONSE LETTER

PLEASE SUBMIT BY RESPONSE DUE DATE

RFP #Item #26-176	Geotechnical Testing Services for Construction Projects	Due: Friday, September 11, 2026 @ 11:00 a.m.
------------------------------	--	---

To: **Augusta, Georgia - Procurement Department**

This is to certify that _____, will not be submitting a response to the above referenced solicitation document prepared by Augusta Procurement Department.

Reason(s) for No Submission:

- ☐ Unavailability of required resources
 - ☐ Prior commitments
 - ☐ Inadequate anticipated funding Level
 - ☐ Project Duration
 - ☐ Potential conflict of interest
 - ☐ Duplication of ongoing effort
 - ☐ Other (please explain)
-
-

Authorized Representative:

Name:

Title:

Signature:

Date: ____/ ____/ 20____