



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is made and entered into November 7, 2023 by and between **Alfred Benesch & Company**, a Foreign Corporation with a location at 1005 Broad Street, Suite 200, Augusta, Georgia 30901 (hereinafter the “Contractor”) and **Columbia County, Georgia** a political subdivision of the state of Georgia, (hereinafter the “County”).

WHEREAS, the County has identified a need to contract for Eucllee Creek Greenway - Final Plans as the County shall approve (hereinafter “Services”), in accordance with the Statement of Work (SOW), which is Exhibit "A" attached hereto and made a part hereof, to be provided by an outside contractor.

WHEREAS, the Contractor desires to provide Services to Columbia County and the County desires to engage Contractor for such purposes;

NOW THEREFORE, in consideration of the premise, the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Contractor and County hereby agree as follows:

1. Engagement. The County hereby engages the Contractor to provide Services in accordance with the SOW. In the event of conflicting information, this document shall govern. The Contractor hereby accepts such engagement, upon the terms and conditions hereinafter set forth.
2. Term. The Term of this Agreement shall be until services have been rendered in full and managing department has determined the work is complete in accordance with the SOW.
3. Compensation. Compensation will be in accordance with the Georgia Prompt Pay Act and provided as specified in the SOW, which is Exhibit “A”.
4. Contractor Relationship. In performance of services specified by the SOW under this Agreement, the Contractor is acting as an independent contractor and not as an employee, partner or agent of the County. The Contractor shall have no power or authority to bind, represent or act on behalf of the County. As an independent contractor, the Contractor will be responsible for the payment of all taxes on the Contractor’s earnings under this Agreement and will not be subject to withholding of income, FICA, or Medicare taxes by the County. The Contractor shall have full responsibility for services provided in accordance with the SOW.
5. Indemnity. Indemnification/Duty to Defend. During and after the term hereof, the Vendor agrees to indemnify and hold harmless the County from and against all causes of action, claims, loss or damages resulting to the Counts to the extent arising or resulting from the delivery of the Scope of Services under this Agreement, but such indemnity is limited to those liabilities caused by a negligent professional act of the Vendor as defined below. 1. For the purposes of the Professional Services indemnity in the subparagraph above, services means those services performed by a licensed professional employed by the Vendor. 2. For the purposes of the Professional Services Indemnity in the subparagraph above, Negligent Professional Act means a negligent act, error, or omission in the performance of Professional Services by the Vendor (or by any person or entity, including joint ventures, for who the Vendor is liable) that causes liability and fails to meet the applicable professional standard of care, skill and ability under similar conditions and like surrounding circumstances, as is ordinarily employed by others in their profession.
6. Amendment of Agreement. Modifications or changes in this Agreement must be in writing and executed by the parties bound to this Agreement.
7. Authority to Contract. The individual executing this Agreement on behalf of Contractor covenants and declares that it has obtained all necessary approvals of Consultant’s board of directors, stockholders, general partners, limited partners or similar authorities to simultaneously execute and bind Contractor to the terms of this Agreement, if applicable.
8. Licenses, Certifications, Permits, Etc. Contractor covenants and declares that it has obtained all diplomas, certificates, licenses, permits or the like required of Contractor by any and all national, state, regional, County,



or local boards, agencies, commissions, committees or other regulatory bodies in order to perform the Work contracted for under this Agreement. Further, Contractor agrees that it will perform all Work in accordance with the standard of care and quality ordinarily expected of competent professionals and in compliance with all federal, state, and local laws, regulations, codes, ordinances, or offers applicable to the Project, including, but not limited to, any applicable records retention requirements and Georgia's Open Records Act (O.C.G.A. §50-18-71, et seq.).

9. Assignment. This Agreement, or any interest therein, shall not be assignable by the Contractor to any other party without the prior written consent of the County.
10. Governing Law/Venue. All issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement, and concerned with work performed under this Agreement, will be governed by and construed under only Georgia law without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than Georgia. The federal and state law courts having jurisdiction over Columbia County, Georgia shall have the exclusive jurisdiction for all matters arising from this Agreement. In consenting to jurisdiction, a representative must be named as registered agent in state of Georgia, who can be served in the event of legal action.
11. Non-Binding Future Commissions. In accordance with O.C.G.A. §36-30-3 and Columbia County Ordinance Sec. 1-2-15, which prohibits legally binding the County's future commissions, should the Commission vote to cancel this Agreement, County shall provide 45 (forty-five) days' notice to Contractor. County shall not be further obligated to the terms under this Agreement.
12. Cancellation for Non Appropriation. County represents and warrants that it has appropriated and budgeted the funds to make all Payments for the remainder of the fiscal year in which the term commences and that it currently intends to make Payments for the full term if funds are appropriated for the Payments in each succeeding fiscal year. Without contractually committing itself to do so, County reasonably believes that moneys in an amount sufficient to make all Payments due, and will lawfully be, appropriated therefor. County directs the person in charge of its budget requests to include the Payments payable during each fiscal year in the budget request presented to County's governing body for such fiscal year, provided that County's governing body retains authority to approve or reject any such budget request. All payments shall be payable out of the general funds of County or out of other legally appropriated funds. This Agreement will not be a general obligation of County and shall not constitute a pledge of either County's full faith and credit or of County's taxing power. If County's governing body fails to appropriate sufficient funds in any fiscal year for Payments or other Payments due hereunder and if other funds are not legally appropriated for such payments, a "Non-Appropriation Event" will be deemed to have occurred. If a Non-Appropriation Event occurs, then a) County shall give Contractor immediate notice of such Non-Appropriation Event; b) on the Return Date, County shall return to Contractor all of the Equipment, at County's sole expense; and c) the Agreement shall terminate on the Return Date without penalty to County, provided, that County shall pay all payments and other amounts payable under the Agreement for which funds shall have been appropriated, provided further, that County shall pay month-to-month rent at the rate set forth prorated each month that County fails to so return the Equipment. "Return Date" means the last day of the fiscal year for which appropriations were made for the payments due hereunder.
13. Insurance: Contractor shall not commence Work under this Agreement until he has obtained all the insurance required under this paragraph and such insurance has been approved by the County, nor shall Contractor allow anyone acting on their behalf to commence work pursuant to this Agreement until all similar insurance has been so obtained and approved from said person/entity.
 - a. Worker's Compensation Insurance: Contractor shall procure and shall maintain during the life of this Agreement Workers Compensation Insurance for all of his employees to be engaged in work on this Agreement.
 - b. Public Liability and Property Damage Insurance: Contractor shall take out and maintain during the life of this Agreement such Public Liability and Property Damage Insurance and Automobile Liability Insurance as shall protect him and anyone working on his behalf from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from



operations under this Agreement, whether such operations are by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. The amount of such insurance shall be as follows:

- i. Public Liability and Property Damage Liability Insurance. Contractor shall carry, with respect to the operations he performs, regular Contractor's Public Liability Insurance providing for a limit of not less than two million dollars (\$2,000,000) for all damage arising out of bodily injuries to or death of one person, and subject to that limit for each person a total of two million dollars (\$2,000,000) for all damage arising out of bodily injuries to or death of two or more persons in any one accident and regular Contractor's Property Damage Liability Insurance providing for a limit of not less than two million dollars (\$2,000,000) for all damages arising out of injury to or destruction of property in any one accident and subject to that limit per accident, a total (or aggregate) limit of two million dollars (\$2,000,000) for all damages arising out of injury to or destruction of property during the Policy period. If any part of the work is sublet, similar insurance, in the same amounts as required of the General Contractor shall be provided by or in behalf of the subcontractor to cover their operation.
 - ii. Automobile Liability Insurance (owned, non-owned, hired). (a) Bodily injury in an amount not less than one million dollars (\$1,000,000) including accidental death to any one person and subject to the same limit for each person, in an amount not less than one million dollars (\$1,000,000) on account of one accident. (b) Property damage in an aggregate amount up to one million dollars (\$1,000,000) per accident during the Policy Period.
 - iii. General Liability and Automobile Liability. (a) Contractor's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the Insured Parties. Any insurance or self-insurance maintained by the Insured Parties shall be in excess of Contractor's insurance and shall not contribute with it; (b) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County; (c) Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to limits of insurance provided; (d) Coverage shall be provided on a "Pay on Behalf" basis, with defense costs payable in additional to policy limits. There shall be no cross liability exclusion.
- c. Subcontractors: Contractor shall either (a) ensure that its insurance policies (as described herein) cover all subcontractors and the Work performed by such subcontractors or (b) ensure that any subcontractor secures separate policies covering that subcontractor and its Work.
 - d. Proof of Carriage of Insurance: Contractor shall furnish the County with a certificate showing satisfactory proof of carriage of the insurance required. Contractor shall likewise furnish County with a certified endorsement(s) indicating that the County is an additional insured under all relevant policies and showing that said policies may not be modified or cancelled without thirty (30) days written notice to County. All of the insurance hereinbefore specified by Article 2 shall be carried until all work required to be performed under the terms of the Agreement is satisfactorily completed as evidenced by the formal acceptance by County. Should such insurance be canceled before such completion of the Agreement, Contractor shall suspend all work or operations until such time as Contractor shall provide another policy or policies of insurance of equivalent coverage or effect. The certificate holder should read: Columbia County, GA, Attn: Procurement, P O Box 498, Evans, GA 30809.

This Agreement is an important legal document. Prior to accepting these terms and agreements you should have fully reviewed and understood its contents. You may consult with your attorney before accepting terms and agreements.

[SIGNATURES ON FOLLOWING PAGE]



IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of November 7, 2023.

COLUMBIA COUNTY, GEORGIA

ALFRED BENESCH & COMPANY

By: Douglas R. Duncan, Jr., Chairman
Columbia County Board of Commissioners

William R. Toole, P.E., VP, GA Division Manager
Alfred Benesch & Company

ATTEST

By: Patrice Crawley, County Clerk
Columbia County Board of Commissioners

Date

EXHIBIT "A"
SCOPE OF WORK



Alfred Benesch & Company
1005 Broad Street, Suite 200
Augusta, GA 30901
www.benesch.com
P 706-722-4114
F 706-722-6219

October 11, 2023

Columbia County Engineering Services Division
630 Ronald Reagan Drive – Bldg. A
Evans, GA 30809

Attention: Rich Wyatt – Pre-Construction Manager

Subject: Eucliee Creek Greenway – Final Plans
Benesch Proposal No. P2419067

Mr. Wyatt:

Benesch appreciates this opportunity to provide professional engineering services to the Columbia County Engineering Services Division to develop final construction documents for the Eucliee Creek Greenway. Having completed the preliminary design of the Eucliee Creek Greenway, Benesch is very familiar with the project. We understand that Federal funds are no longer involved with the project, but that State funds are involved through the TIA Program. Based on the anticipated scope of work for this project, Benesch has contacted Nutter & Associates to update the wetland delineations and environmental permitting for the project. Below is our project approach, project assumptions, fee summary and schedule.

Task 1 – Final Construction Plans

Tasks associated with Final Construction Plans include:

- Benesch will attend one kick-off meeting with Columbia County and TIA program managers to discuss project expectations, design variances, and project timelines.
- Benesch will review and revise the latest set of plans, dated July 13, 2018, to ensure conformance with current GDOT and Columbia County Standards.
- Benesch will establish contact with all utility companies to confirm utility locations and relocations as required as part of the project.
- Benesch will prepare and submit an Opinion of Probable Construction Cost for the revised Construction Documents (10% Contingency).
- Benesch will facilitate a Final Plan review meeting with the Columbia County Engineering Services Division.
- Benesch will incorporate comments from GDOT, utility companies, and Columbia County into 100% construction plan documents and will submit to Columbia County.
- Benesch will prepare and submit an opinion of probable construction cost for 100% construction plans (10% contingency).

Task 2 – Environmental Documentation

Benesch has partnered with Nutter & Associates to complete all environmental documentation and permitting associated with the project. Please see the attached scope of work for a detailed description.

Task 3 – Bidding and Letting

Tasks associated with Bidding and Letting include:

- Benesch will attend one pre-bid meeting for the project.
- Benesch will review and respond to Contractors questions and Requests for Information.

- Benesch will prepare and issue Addenda as required.
- Benesch will attend one bid opening meeting.
- Benesch will review the submitted bids and provide Columbia County with a Bid Award Recommendation letter.

Project Assumptions:

The following design assumptions while preparing the scope for this project:

- Project will be designed to meet GDOT and Columbia County construction standards and specifications.

Project Exclusions:

Benesch understands the following services are not required in this contract. Should any of the following services be requested, Benesch will provide a supplemental proposal based on a defined scope for approval:

- Construction Management, and Inspection.
- Surveying.
- Private Utility Locate.
- SUE Services.
- Structural Engineering.
- Geotechnical Engineering.
- FEMA LOMA & LOMR permitting.
- Right of Way Acquisition.
- Easement Maps and Plat Development.

Fee Summary

Proposed fees are based upon the scope of work and tasks outlined above and are to be paid for on a time and materials basis with a not to exceed value. Attached are manhour estimates that provide a detailed outline of services. Please see below for a summary of fees per phase of work:

Task 1 – Final Construction Plans	\$ 30,225.00
Task 2 – Environmental Documentation (Nutter)	\$ 12,300.00
Task 3 – Bidding and Letting	<u>\$ 11,250.00</u>
Total	<u>\$ 53,775.00</u>

Again, we appreciate this opportunity to provide a proposal to Columbia County and we look forward to continuing our work with the County. Should you have any questions please feel free to contact our office.

Sincerely,
Alfred Benesch & Company



Oliver Weston, PE
Project Manager

Attachments: Man-hour/Fee Estimate (2 sheets)
Nutter & Associates Proposal



Date: 10/9/2023
 Project Location: Columbia County, GA
 Owner: Columbia County Engineering Services Division
 Project Name: Euechee Creek Greenway
 Benesch Proposal #: P2419067

Item/ Task Description	Principal	Sr. Project Manager	Project Manager	Project Engineer	CAD Designer	Admin	Total
Final Plans							
Project Management - Coordination Contracts & Invoicing			12			4	16
Project Kick-Off Meeting		2	2				4
Construction Plans - 90% Complete							
Plan Review		12	24				36
Update Erosion Control to Current Standards				20	40		60
Plan Updates			5	10	20		35
Construction Cost Estimate		1	2	8			11
Utility Coordination			2	4			6
Project Review Meeting with Columbia County		2	2	2			6
100% Construction Plans		1	8	16	40		65
100% Plan Construction Cost Estimate		1	2	4			7
QA/QC		8					8
Total	0	27	59	64	100	4	254

Personnel	Est. Hours	Rate/Hour	Cost (\$)	Totals
Principal	0	\$250.00	\$0.00	
Sr. Project Manager	27	\$170.00	\$4,590.00	
Project Manager	59	\$145.00	\$8,555.00	
Project Engineer	64	\$130.00	\$8,320.00	
CAD Designer	100	\$85.00	\$8,500.00	
Admin	4	\$65.00	\$260.00	
Total per Rate Schedule			\$30,225.00	\$30,225.00
Direct Costs	Number	Rate	Cost (\$)	
		\$0.56	\$0.00	
		\$1.35	\$0.00	
Total Direct Costs				\$0.00
Subconsultant Costs	Number	Rate	Est. Cost (\$)	
Task 2 - Environmental Documentation: Nutter	1	\$12,300.00	\$12,300.00	
Total Subconsultant Costs				\$12,300.00
Total Proposed Fees				\$42,525.00

October 11, 2023

Mr. Oliver Weston, PE
Benesch
1005 Broad Street, Suite 200
Augusta, GA 30901

Subject: Scope of Work and Budget for Permitting Assistance, Euchee Creek Trail, Columbia County, Georgia. Proposal No. 23-153.00.

Mr. Weston,

Nutter & Associates, Inc. (NAI) is pleased to provide this scope of work and budget for environmental permitting services at the above-referenced site. We understand the proposed project will entail construction of multi-use trail sections partially within the 25-foot buffer of Euchee Creek and associated wetlands. This proposal includes a site visit and aquatic resource delineation to confirm the location of waters of the US that may require US Army Corps of Engineers (USACE) permitting.

A task associated with preparing a stream buffer variance (SBV) application for the above-referenced site has been included with this scope. This task includes coordination with the Local Issuing Authority (LIA), Columbia County. Columbia County has the ultimate discretion to determine whether a SBV for the proposed disturbance to the existing 25-foot stream buffer of Euchee Creek is necessary. To complete the SBV application, Nutter & Associates will coordinate with the appropriate project engineers and design professionals to obtain necessary sediment and erosion control documents and construction drawings once they are completed. This SOW also includes a task to prepare a USACE Nationwide Permit application for NWP 42: Recreational Facilities. Finally, a task to complete necessary forms associated with Environmental Compliance for Georgia Department of Transportation (GDOT) Transportation Investment Act (TIA) projects is included.

SCOPE OF WORK

Task 1: Aquatic Resource Delineation

Nutter & Associates will visit the site and delineate any aquatic resources in general accordance with the *Regional Supplement to the Corps of Engineers Eastern Mountains and Piedmont Region (Version 2.0)*, dated April 2012. The soils, observed dominant plant species and hydrologic conditions will be investigated in all areas that, based on landscape position, are potentially

wetlands. Wetland Determination Data Forms will be completed at each location where soil, plants, and hydrologic conditions are described. Identified stream boundaries and wetland boundaries will be flagged in the field and recorded using a Trimble Geo 7X Global Navigation Satellite System (GNSS) receiver.

After completion of the field work, if necessary, we will prepare an Aquatic Resources Delineation Report documenting the field investigation and our findings. The collected GNSS data will be differentially corrected and exported into ArcGIS® software and the wetland and stream features will be plotted to create an aquatic resources delineation map. Additional figures constructed from USGS topographic mapping, NRCS soil mapping, NWI mapping, and FEMA mapping (if available) will also be included in the report. Photographs of the site characteristics and aquatic resources will be presented in the report appendix. Copies of the wetland and stream determination data forms will also be presented in the report appendix.

Task 2: USACE Permitting

Based on a desktop review of the site, existing design drawings, and a previous wetland delineation from 2013, the trail will span floodplain wetlands, with portions of wooden boardwalks potentially placed within wetlands. Based on the results of the aquatic resources delineation, Nutter & Associates will complete a PCN for a Nationwide 404 Permit No. 42 for Recreational Facilities for submittal to the USACE along with the aquatic resource delineation report and a request for USACE Delineation Review (SAS Appendix 1). Statements regarding the presence of endangered species will be based on site observations and information obtained from the Georgia Natural Heritage Program. Statements regarding the presence of historical or archeological resources will be based on site observations. Any potential resources identified at the site will be checked against the National Register of Historic Sites list. Information regarding construction (e.g., grading plans, materials) will be based on client-provided construction specifications. The PCN and delineation report will be submitted to you upon completion. The PCN documentation will require the signature of the applicant and pertinent landowner(s) prior to submittal to the USACE. This proposal includes a site concurrence visit with the USACE should it be requested. While a site visit is not required for issuance of a NWP, the USACE reserves the right to request one. This scope of work does not include a task for obtaining a USACE Individual Permit should the USACE determine that a NWP is not applicable.

Task 3: GA EPD Permitting

A Stream Buffer Variance (SBV) is required for most land disturbing activities located within the 25-foot buffer of state waters. Based on proposed design plans, we anticipate that the local issuing authority will determine that a SBV is required for work conducted within the buffer of Euchee Creek. The final determination concerning the need for a SBV is at the discretion of the Local

Issuing Authority (LIA). For the proposed project, Columbia County acts as the LIA. This task includes necessary coordination with Columbia County to determine whether a SBV is necessary. Written documentation from ACC will be provided to you with their determination of whether a SBV is necessary or not.

If a SBV is deemed necessary by the LIA, Nutter & Associates will prepare the stream buffer variance and all necessary supplemental materials in general accordance with Georgia Department of Natural Resources Rule 391-3-7.05. The SBV application requires submittal of design drawings and an Erosion, Sedimentation and Pollution Control Plan (ESPCP). We will coordinate with the project engineer to ensure the drawings and ESPCP contain the information required for the SBV application. The stream buffer variance package will include the buffer application, site map, and physical description of the property including details of the proposed buffer disturbance, a sealed copy of the project engineer's Erosion and Sediment Control Plan, and a copy of the letter from the LIA stating it has determined the project requires a stream buffer variance. These documents are necessary to make the buffer variance application submittal complete. Our scope of services does not include preparation of grading plans, utility plans, or preparation of the Erosion and Sediment Control Plans for the project as required for an EPD stream buffer variance.

We anticipate that a complete SBV application package can be submitted to GA EPD within four weeks of authorization of this contract. This schedule assumes that the design engineer can complete any plan revisions required in a timely matter. Based on recent SBV submittals, we anticipate that GA EPD could take up to 90 or 150 days to issue the SBV.

Task 4: GDOT TIA Environmental Compliance

It is our understanding that the project is being funded through the GDOT TIA program, which has additional Environmental Compliance requirements depending on the specific type of funding associated with the project. We also understand that the Letting responsibility will be through Columbia County, which will require an Environmental Certification Form to be signed by a county representative and submitted to GDOT. This proposal includes preparation and submittal of the Environmental Certification Form. Additional Environmental Compliance requirements may be necessary if the Letting responsibility falls to GDOT, which are not included in this SOW.

BUDGET

Our estimated not-to-exceed cost for the work outlined above is:

Task 1. Aquatic Resources Delineation	\$3,500
Task 2. USACE Permitting	\$3,600
Task 3. GA EPD Permitting	\$5,000
<u>Task 4. GDOT TIA Environmental Compliance</u>	<u>\$200</u>
Total	\$12,300

The cost is representative of the actual costs associated with performance of the tasks outlined above. This budget includes all project costs, including all professional fees and expenses, field work, travel, data interpretation, and report preparation. This cost does not include any potential mitigation credit purchasing costs.

Should situations be encountered during the course of the project such that the scope of work and/or budget are changed, Nutter & Associates will contact you prior to performing out-of-scope tasks.

If the Scope of Work meets your needs and the budget is acceptable, please return a signed copy of the attached Professional Services Agreement. This will authorize us to begin work and will serve as your acceptance of our terms.

Nutter & Associates is pleased to provide these services. If you have any questions regarding the proposed budget and/or scope please do not hesitate to contact us. We look forward to working with you.

Sincerely,

NUTTER & ASSOCIATES, INC.



Shelley R. Dodd
Project Scientist



Stephen W. Dockery, CPSS, PWS
Project Scientist



David K. Huff, PG, CPSS, PWS
Senior Scientist, Principal

Attachments