



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is made and entered into August 1, 2023 by and between **Goodwyn Mills Cawood (GMC)**, a Foreign Corporation with a location at 1450 Greene Street, AUGUSTA, GA 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 providing evaluating, training, and outreach tasks for the Section 319(h) Grant 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 commence on August 1, 2023 and terminate on August 1, 2026, subject to Owner’s right to terminate this Agreement, if for any reason the Owner is dissatisfied with the Contractor’s performance.
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. **Background Checks.** None Required for this Agreement.

9. 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.).
10. 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.
11. 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.
12. 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.
13. 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.
14. 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 one million dollars (\$1,000,000) 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 one million dollars (\$1,000,000) 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 August 1, 2023.

COLUMBIA COUNTY, GEORGIA

GOODWYN MILLS CAWOOD (GMC)

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

By: Jim Teel, Regional Vice President
Goodwyn Mills Cawood (GMC)

ATTEST

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

Date



EXHIBIT "A"
SCOPE OF WORK



Goodwyn Mills Cawood

801 Broad Street
Suite 900
Augusta, GA 30901

T (706) 303-3272
F (770) 955-1064

www.gmcnetwork.com

May 11, 2023

Katie Beth Jennings, CPESC, CFM
Environmental Services Manager
Engineering Services Division
Columbia County, Georgia
630 Ronald Reagan Drive, Building A
Evans, GA 30809

RE: BMP Evaluation / Training / Outreach Technical Assistance for Section 319(h) Grant "Bioretention Repair and Retrofit at Lakeside Park in Columbia County"

Dear Katie Beth:

Goodwyn Mills Cawood (GMC) is very pleased to present the following proposal to assist the County with the BMP evaluation, training, and outreach tasks for the Section 319(h) Grant, "*Bioretention Repair and Retrofit at Lakeside Park in Columbia County.*" Our firm specializes in performing these tasks for Section 319(h) Grants from Georgia Environmental Protection Division (GAEPD). We have provided these services for eight GAEPD Section 319(h) Grants since 2017.

As part of the grant funding source and associated requirements for documenting water quality benefits, GMC will lead the task for interpreting and summarizing the water quality results to evaluate performance of the BMPs. For the education/outreach requirements, GMC will prepare a white paper/factsheet on performance and this project case study; create training materials and lead a training event; and attend and present at Technical Advisory Committee meetings. The following scope of work is based on the requirements outlined in the County's contract with GAEPD for the Section 319(h) Grant.

We appreciate your confidence in GMC, and we look forward to working with you on this project. Please contact the undersigned should you have any questions, or if you need additional information.

Sincerely,

GOODWYN MILLS CAWOOD, LLC.

Robert A. Brown, P.E., Ph.D.
Senior Water Resources Engineer
T: 912-226-4612
E: rob.brown@gmcnetwork.com



Scope of Work

Task 1: QA/QC Monitoring Plan

In order to evaluate the performance of current BMPs and compare them to future retrofit/repaired conditions, GMC will develop a water level sensor and rain gauge monitoring layout. GMC will also prepare and submit a QA/QC Monitoring Plan to GAEPD for approval.

Deliverables:

- Final QA/QC Monitoring Plan, approved by GAEPD

Task 2: BMP Evaluation

GMC will review (QA/QC), analyze, and interpret water level and rainfall data for a 3-month preconstruction period and a 3-month post-construction period.

- *The County or other project partners will be responsible for downloading data from the water level and rain gauge sensors.*

In addition to the hydrologic data mentioned above, GMC will interpret and summarize other water quality data (*provided by the County*) from Reed Creek and will estimate pollutant load reductions for reports to GAEPD. Pollutant load reductions will be estimated using Pollutant Load Estimation Tool (PLET) online dashboard model or other acceptable models to develop load reduction model outputs on each BMP for sediment, phosphorus and nitrogen.

Deliverables:

- Spreadsheet with monitoring data results and summary statistics (e.g., rainfall depth, overflow frequency, and bioretention storage capacity) for each rainfall event monitored and infiltration/exfiltration rates for events greater than the water quality event
- Model outputs showing sediment, phosphorus, and nitrogen load reductions from these BMPs

Task 3: Technical Advisory Committee Meetings

As part of the grant, there will be three technical advisory (stakeholder) committee meetings to provide updates on project progress and seek feedback on retrofit/design of bioretention cells and education/outreach plans. GMC will attend, participate, and present at three meetings (with at least one being held virtually). For grant reporting purposes, GMC can prepare an agenda and meeting notes, and provide copies of any handouts or presentation files.

- *The County will be responsible for organizing and coordinating the meetings (invitations, sign-in sheets/attendee list), as well as contributing to the meeting presentations.*

Deliverables:

- Attendance at three committee meetings (at least one as virtual)
- Agenda, meeting notes, and copies of any handouts or presentation files



Task 4: White Paper/Factsheet

GMC, with the County, will prepare a White Paper/Factsheet that summarizes the monitoring results and this project as a case study on retrofitting/repairing bioretention cells to increase effectiveness. Based on the results of this report, GMC and the County will present the project at a conference or webinar (e.g., GAWP or SESWA).

Deliverables:

- White Paper/Factsheet
- Presentation file for conference or webinar

Task 5: Training Event

GMC will conduct a training event for local staff on the proper maintenance of GI/LID practices using the developed SOP from this grant project and the results of the monitoring program. GMC will create training materials and lead the presentation. The target for this event is a half-day training (e.g., 2-3.5 hours)

- *The County will be responsible for inviting training participants.*

Deliverables:

- Training agenda
- Copies of training presentation files and handouts

Proposed Fee

GMC can complete the scope of work above for the lump sum fees described below. These fees will be billed on a monthly, percent complete basis.

Task	Lump Sum Fee
Task 1: QA/QC Monitoring Plan	\$1,920
Task 2: BMP Evaluation	\$10,240
Task 3: Technical Advisory Committee Meetings	\$3,660
Task 4: White Paper/Factsheet	\$3,200
Task 5: Training Event	\$4,930
Total:	\$23,950

Proposed Schedule

Once the Section 319(h) Grant is executed, it will continue for a duration of three years. Specific tasks will follow the “Project Schedule” outlined in the County’s Contract with GAEPD.



Closing

If this scope of work, fee proposal, and terms and conditions area acceptable, please sign and date below and forward one copy as our agreement and authorization to proceed.

Sincerely,

GOODWYN MILLS CAWOOD, LLC.

Ed DiTommaso, GISP, AICP
VP, Environmental Department

5/11/2023

DATE

ACCEPTED BY:

DATE



ATTACHMENT B – GMC 2023 Standard Rate and Fee Schedule

Standard Hourly Rates

Principal (Architect, Engineer, Planner, Scientist, GIS)	\$ 250.00
Executive/Senior Vice President	\$ 225.00
Senior Professional (Architect, Engineer, Planner, Scientist, GIS, Project Manager)	\$ 205.00
Professional III (Architect, Engineer, Planner, Scientist, GIS, Project Manager)	\$ 190.00
Professional II (Architect, Engineer, Planner, Scientist, GIS, Project Manager)	\$ 175.00
Professional I (Architect, Engineer, Planner, Scientist, GIS, Project Manager)	\$ 160.00
Senior Consultant (Architect, Engineer, Planner, Scientist, GIS)	\$ 150.00
Consultant II (Architect, Engineer, Planner, Scientist, GIS)	\$ 135.00
Consultant I (Architect, Engineer, Planner, Scientist, GIS)	\$ 115.00
Environmental Scientist/GIS Analyst II	\$ 110.00
Environmental Scientist/GIS Analyst I	\$ 95.00
Technical III (Contract Spec., CADD Tech., Designer, Drafting, CA, Field Tech.)	\$ 140.00
Technical II (Contract Spec., CADD Tech., Designer, Drafting, CA, Field Tech.)	\$ 110.00
Technical I (Contract Spec., CADD Tech., Designer, Drafting, CA, Field Tech.)	\$ 80.00
Executive Administrative Assistant	\$ 85.00
Administrative Assistant II	\$ 75.00
Administrative Assistant I	\$ 65.00
Surveying:	
Professional Land Surveyor	\$ 175.00
Field Crew Supervisor	\$ 155.00
Survey Crew (one-man survey crew)	\$ 135.00
Survey Crew (two-man survey crew)	\$ 155.00
Survey Crew (three-man crew)	\$ 185.00

Reimbursable Expenses

Travel Expenses	
Vehicle Transport	\$0.58 / mile (or current IRS rate)
Travel/ Meals/ Lodging	Cost plus ten percent
Sub-Consultant/ Sub-Contractors	Cost plus ten percent
Sub-Consultant/Sub-Contractors reimbursable expenses	Cost plus ten percent
Laboratory costs	Cost plus ten percent
GPS equipment	\$50.00 per day
Field monitoring equipment (Horiba U-53)	\$75.00 per day