Engineering Services Committee Meeting

Committee Room- 7/28/2008- 12:50 PM

ENGINEERING SERVICES

1. **Motion to approve an Option for the purpose of acquiring a Right-of-Way between Joe W. Hamilton, as owner, and Augusta, Georgia, as optionee, in connection with the Alexander Drive Project, 0.071 acre (3,082.24 sq. ft) in fee and 0.030 acre (1,315.26 sq. ft.) of permanent construction & maintenance easement from the property located at 1044 Alexander Drive at a purchase price of $29,768.00.** ☐ Attachments

2. Update from the Canal Authority regarding the expenditure of funds for the cleaning of the third level of the Canal. (Requested by Commissioner Joe Bowles) (Referred from July 10 Commission meeting) ☐ Attachments

3. Motion to authorize condemnation of a portion of Preperty # 144-0-060-00-0 Phinizy Road which is owned by Carolyn L. Barnes, Teresa L. Meadows and Gerald E. Meadows for 5,843 Sq. Feet of a Permanent Easement and 2,598 Sq. Feet of a Temporary Construction Easement. AUD Project: 60107 - Butler Creek Upgrade East. ☐ Attachments

4. Motion to authorize condemnation of a portion of Property # 013-1-002-05-0 1034 Alexander Drive, which is owned by Cliff Channell for 52,217 Sq. Feet of Right-of-Way and 83,136 Sq. Feet for a Permanent Easement. PW Project: Alexander Drive Project No. 323-04-296823215. ☐ Attachments

5. Motion to authorize condemnation of a portion of Property # 013-1-124-00-0 2506 Commons Trace which ☐ Attachments

is owned by J.W. Greenway Company for 479 Sq. Feet of Right-of-Way and 292 Sq. Feet Permanent Easement. PW Project: Alexander Drive Project.

6. Motion to authorize condemnation of a portion of Property # 144-0-010-00-0 1906 Phinizy Road which is owned by Larry G. Ennis for 2,223 Sq. Feet of Temporary Easement; and Property # 144-0-021-05-0 Pircle Lane which is also owned by Larry G. Ennis for 14,031 Sq. Feet of Permanent Easement and 1,608 Sq. Feet of a Temporary Easement. AUD Project: 60107 - Butler Creek Upgrade East. ☐ Attachments

7. Motion to authorize a portion of property # 013-1-123-00-0 2504 Commons Trace, which is owned by Nex Ventures Realty, Inc. for 1,430.78 Sq. Feet of Right-of-way and 418.38 Sq. Feet of Permanent easement. PW Project: Alexander Drive Project. ☐ Attachments

8. Motion to approve extending the contract for management of the Marriott Riverfront Hotel parking facility with Republic Parking System for a period of two years. The total annual contract cost is estimated to be $211,000 which includes the actual cost of operations, plus the $25,000 management fee. This contract extension is for the period from February 1, 2009 through January 31, 2011. ☐ Attachments

9. Motion to approve Memorandum of Understanding for the James Brown Streetscape Project. (Approved originally by Commission June 5, 2007) ☐ Attachments

10. Approve bid and award contract in the amount of $47,322.50 for removal of 25 hazardous trees to the lowest bidder, Empire Tree and Turf. ☐ Attachments

11. Motion to approve a request to return to donor, George E. Perkins, Sr., a .07 acre portion of right of way previously donated to County on August 23, 1978. Roadway has been modified in the past such that this portion of property is no longer needed for ☐ Attachments

government use.

12. Motion to increase the rates for providing street lights in the suburban districts as requested by the Traffic Engineering Section. Attachments

13. Motion to authorize Traffic Engineering to purchase/replace 25 Roadside Traffic Counters and Recorders from Control Specialists Company in the amount of $23,125. Attachments

14. Approve contract with Logicalis, Inc. to provide Call Center Management Software and Implementation Services to Augusta. Attachments

www.augustaga.gov

Engineering Services Committee Meeting
7/28/2008 12:50 PM
Acquisition of Right-of-Way and Easement - Joe W. Hamilton

Department: Attorney

Caption: Motion to approve an Option for the purpose of acquiring a Right-of-Way between Joe W. Hamilton, as owner, and Augusta, Georgia, as optionee, in connection with the Alexander Drive Project, 0.071 acre (3,082.24 sq. ft) in fee and 0.030 acre (1,315.26 sq. ft.) of permanent construction & maintenance easement from the property located at 1044 Alexander Drive at a purchase price of $29,768.00.

Background: The property owner has agreed to convey a certain right-of-way and easement to Augusta, Georgia, for the Alexander Drive project.

Analysis: The purchase of the referenced property is necessary for the project.

Financial Impact: The costs necessary for this purchase will be covered under the project budget.

Alternatives: Deny the motion to approve the purchase of the referenced property.

Recommendation: Approve the motion to purchase the referenced property.

Funds are Available in the Following Accounts: FUNDS AVAILABLE IN THE FOLLOWING ACCOUNT (S): 323041110 -5411120 296823215 – 5411120

<u>REVIEWED AND APPROVED BY</u>:

Administrator.
Clerk of Commission

AUGUSTA, GEORGIA
OPTION FOR RIGHT-OF-WAY

GEORGIA, RICHMOND COUNTY
P.I.#: 0001794
S.S.N#:

Received of Augusta, Georgia, the sum of one ($1.00) dollar, the receipt whereof is hereby acknowledged, and in consideration of the benefits derived by me from the proposed project mentioned herein, I bind myself, my heirs, executors and assigns as follows:

7-8-08 29,768.00

If the said Augusta, Georgia, shall within 60 days after date hereof, pay me the sum of $~~18,750.00~~, then the undersigned agrees to execute and deliver to Augusta, Georgia, fee simple title and easements to the land owned by the undersigned, which is shown reflected in color on the right-of-way map attached hereto and made a part hereof by reference, to be used for highway purposes on the Alexander Drive Project, STP-0001-00(794), being Project Parcel 30, (Tax Map 013-1, Parcel(s) 003), consisting of 0.071 acre (3,082.24 sq. ft.) in fee and 0.030 acre (1,315.26 sq. ft.) of permanent construction & maintenance easement. Also granted is (are) one temporary driveway easement(s) on Alexander Drive Project, STP-0001-00(794)).

It is agreed and understood that TEMPORARY EASEMENTS are limited to the period required for the construction of said project and upon completion and acceptance of same by the Department of Transportation from the contractor, said TEMPORARY EASEMENT will terminate.

It is agreed and understood that I, or any tenant, now in possession or any other persons having a claim or interest in subject property, will have not less than two (2) months from date of execution of a deed and easements (or for residential properties three (3) months from the date replacement housing is available, whichever is greater) to vacate the premises and that on vacating of said premises, only items of personal property will be removed, all items attached to the property and being classed as realty to remain. The above agreement to apply unless otherwise provided in Special Provision. If Augusta, Georgia, agrees to allow the Grantor or tenant in possession to occupy the subject premises beyond the two month period stated above, that person will be required to pay a rental fee of N A payable each month in advance. Subsequent to the date of transfer of title to Augusta, Georgia, and prior to vacation of subject premises, the person in possession will hold Augusta harmless as to any claim in connection with the occupancy of said premises. The above option price includes payment for the right-of-way above described, together with all improvements wholly or partially situated thereon and the right to enter upon the adjacent lands not included in said required right-of-way and easements, for the - purpose of removing or demolishing such improvements.
The undersigned further agrees that the Department will be designated an authorized agent for the removal of underground storage tank systems located wholly or partially in said right of way or easement.

***********************SPECIAL PROVISION*********************

Grantor may retain title to N/A for sum of $ N/A, which shall be deducted from the option price at the time of closing, PROVIDED, he will obligate and firmly bind himself and his successors in title to strictly and faithfully comply with each of the following conditions:

1. Grantor will demolish or remove all above described improvements from the right-of-way, easements conveyed and set back area from the said right-of-way sufficient to comply with County Building Code requirements; however, in the absence of County Requirements, a minimum set back of 50 feet is required. All rubbish and debris must be removed to the satisfaction of authorized personnel of Augusta Engineering Department within 30 calendar days after notice to proceed.

2. Grantor will comply with all laws, ordinances, regulations, or building code applicable to demolition or removal of buildings in Richmond County, Georgia, and hold the Department of Transportation and Augusta, Georgia, harmless as to any claim in connection herein.

3. It is understood and agreed that no utility connections shall be made or allowed to relocated structures across or from a limited access right-of-way, and it is understood and agreed that grantor has agreed to bargain, sell, and convey to Augusta, Georgia, all existing utility rights, and Augusta will not be liable in any way for utility reconnections adjacent to acquired rights-of-way or any subsequent location improvements.

4. Grantor will leave on deposit with Augusta, Georgia, the additional sum of $ N A, which will be deducted from the aforesaid option price at closing. This sum will be held as a cash performance bond conditioned on the strict and faithful performance of the aforesaid obligations.

PROJECT PARCEL 30
(Tax Map 013-1, Parcel No 003)

INITIALS______

Time is expressly made of the essence of this Special Provision and in the event grantor fails to comply with aforesaid obligations, all sums held by Augusta, Georgia, shall be retained as liquidated damages, and title to and the right to remove said structures shall vest in the Augusta, Georgia.

*************************OTHER PROVISIONS*******************************

Grantor may execute and deliver fee simple title to Augusta, Georgia, to the above referenced right of way and an additional N/A acres of land owned by the undersigned adjacent to an abutting on the above numbered highway for the total consideration of $ N/A which includes payment for the above referenced right of way requirements, other rights and conditions described herein and additional lands. This additional land being shown on the attached plat as Parcel No.

The undersigned herein agrees, for the same consideration, to provide, without cost to Augusta, Georgia, a quit claim deed or such other releases as may be required by the closing attorney from any tenant now in possession of subject property and any other parties having a claim or interest in subject property.

It is further agreed for said consideration to convey and relinquish to the City of Augusta all rights of access between the limited access highway and approaches thereto on the above numbered highway and all of the remaining real property of the undersigned except at such points as designated by the City of Augusta. This paragraph is not applicable unless access rights are indicated on the attached plat.

The said parcel of land as above indicated is shown upon plans on file in the office of Augusta Engineering, Augusta, Georgia, said plans being identified as Project Alexander Drive, STP-0001-00(794).

I (We) do (do not) elect to retain improvements as set out in Special Provision.

I (We) do (do not) elect to execute and deliver deeds set out in Other Provisions.

Item # 1

Witness my hand and seal this 8th day of July, 20 08.

Signed, Sealed and Delivered
in the presence of:

Jim Williams
Unofficial Witness

NOTARY PUBLIC Notary Public Richmond County Georgia
My Commission Expires May 18 2009

Joe W Hamilton (L.S.)

_______________ (L.S.)

_______________ (L.S.)

AUGUSTA, GEORGIA

Administrator

____

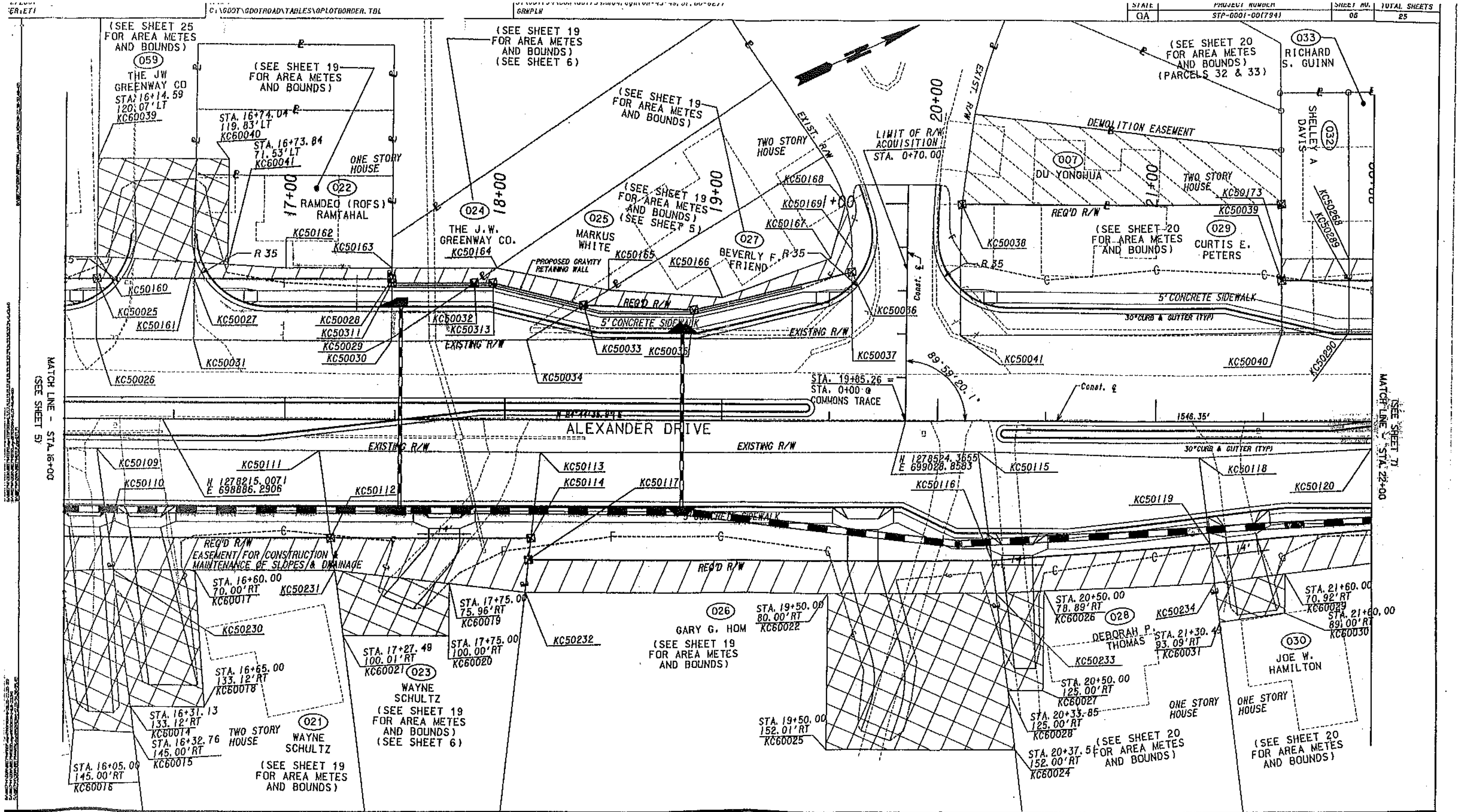
____

____

DATE_______________

PROJECT PARCEL 30
(Tax Map 013-1, Parcel No 003)

STATE	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA	STP-0001-00(794)	06	25



PROPERTY AND EXISTING R/W LINE	——℄——
REQUIRED R/W LINE	————
CONSTRUCTION LIMITS	--C--F--
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES	▨
EASEMENT FOR CONSTR OF SLOPES	▧
EASEMENT FOR CONSTR OF DRIVES	☒

BEGIN LIMIT OF ACCESS............BLA
END LIMIT OF ACCESS.............ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS

SCALE IN FEET
0 20 40 80

Cranston, Engineering Group, P.C.

DATE	REVISIONS	DATE	REVISIONS
01-31-07	REVISED EASEMENT & R/W FOR PARCELS 029, 007		

Item # 1

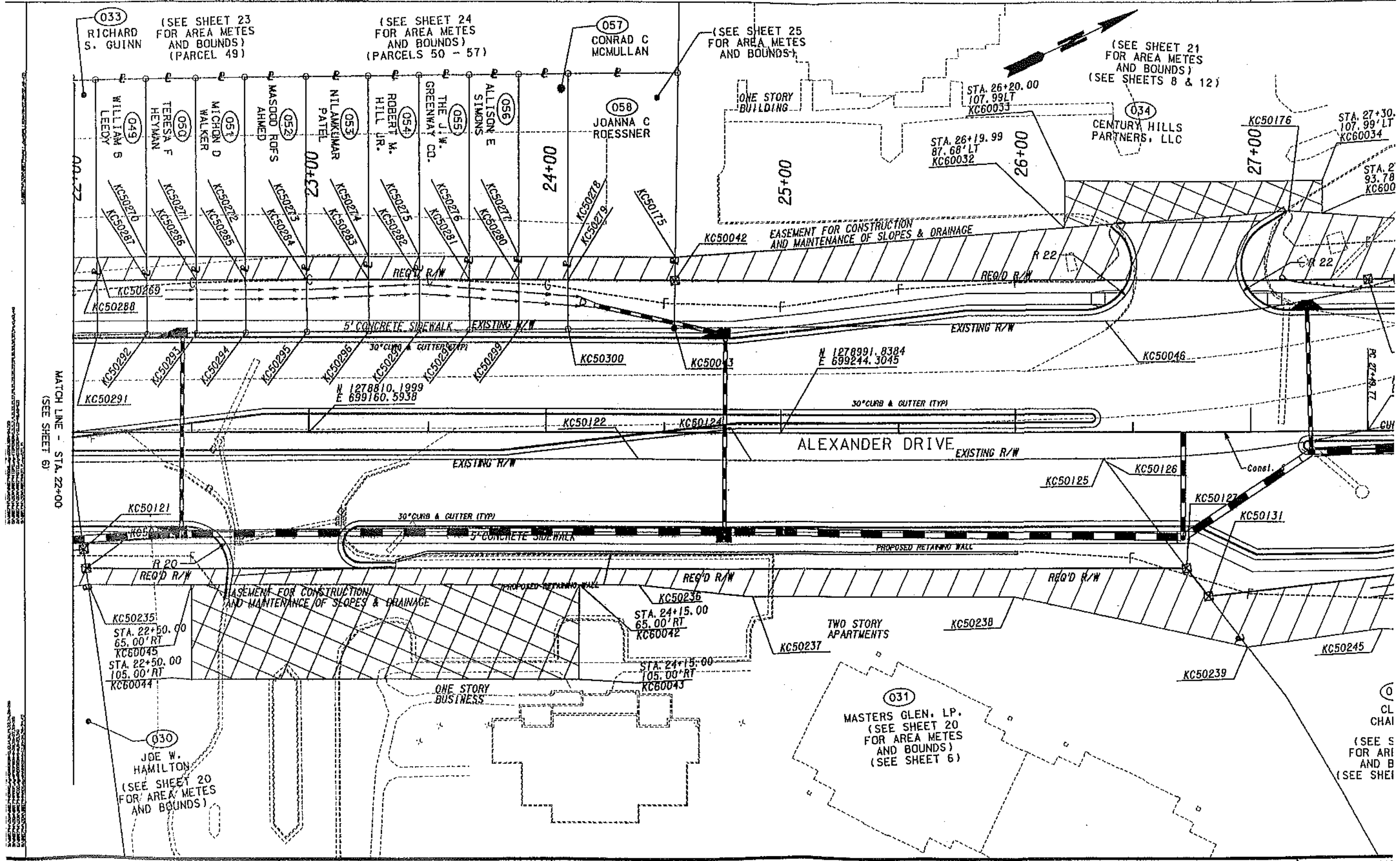
STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP
PROJECT NO: STP-0001-00(794)
COUNTY: RICHMOND
LAND LOT NO: N/A
LAND DISTRICT: N/A
GMD 90TH
DATE 5/4/06 SH 6 OF 25

2/2/2007
USER:ETI

PRF
C:\GDOT\GDOTROAD\TABLES\GPLOTBORDER.TBL

S:\001794\DGN\001794RW05.dgn(0H-45-49,57,60-62))
GRWPLN

STATE	PROJECT NUMBER
GA	STP-0001-00(794)



PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES ▨

BEGIN LIMIT OF ACCESS............BLA
END LIMIT OF ACCESS..............ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS

SCALE IN FEET

Cranston, Engineering Group, P.C.

DATE	REVISIONS	DATE	REVISIONS
01-31-07	REVISED EASEMENT & R/W FOR PARCELS 031, 034, 035		

Item # 1

STA
DEPARTMENT
RIGH
PROJECT NO
COUNTY:RIC
LAND LOT N

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*************************************************************
  PARCEL 028   R/W      REQ'D  R/W   KC6035
*************************************************************
   PNT        OFFSET/        STATION/         ALIGNMENT
               DIST          BEARING
-------------------------------------------------------------
  KC50115     14.49  R       20+18.89         MAINLINE
             101.43        N 26°10'24.5" E
  KC50118     17.02  R       21+20.28         MAINLINE
              40.34        S 72°55'50.5" E
  KC50119     56.99  R       21+25.67         MAINLINE
             100.26        S 20°09'46.0" W
  KC50116     65.00  R       20+25.73         MAINLINE
              50.98        N 72°58'09.0" W
  KC50115     14.49  R       20+18.89         MAINLINE
 REQD R/W  =  4571.61   SF
 REQD R/W  =  0.105   ACRES
REMAINDER  =  +/- 0.535  ACRES
```

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*************************************************************
  PARCEL 028   PERMANENT    REQ'D PERM. EASM'T.   KC6080
*************************************************************
   PNT        OFFSET/        STATION/         ALIGNMENT
               DIST          BEARING
-------------------------------------------------------------
  KC50233     80.00  R       20+27.76         MAINLINE
              15.13        N 72°58'40.8" W
  KC50116     65.00  R       20+25.73         MAINLINE
             100.26        N 20°09'46.0" E
  KC50119     56.99  R       21+25.67         MAINLINE
              18.17        S 72°56'28.8" E
  KC50234     75.00  R       21+28.10         MAINLINE
             100.47        S 21°53'33.0" W
  KC50233     80.00  R       20+27.76         MAINLINE
REQD EASMT =  1666.96   SF
REQD EASMT =  0.038   ACRES
```

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*************************************************************
  PARCEL 029   R/W      REQ'D  R/W   KC6012
*************************************************************
   PNT        OFFSET/        STATION/         ALIGNMENT
               DIST          BEARING
-------------------------------------------------------------
  KC50038     99.62  L       20+10.17         MAINLINE
             147.25        N 24°38'24.3" E
  KC50048     99.89  L       21+57.42         MAINLINE
              34.89        S 65°56'50.9" E
  KC50039     65.00  L       21+57.84         MAINLINE
              24.10        S 65°55'26.5" E
  KC50040     40.91  L       21+58.12         MAINLINE
             147.97        S 24°03'43.1" W
  KC50041     39.15  L       20+10.17         MAINLINE
              40.50        N 65°56'28.6" W
  KC50174     79.64  L       20+09.68         MAINLINE
              19.99        N 63°50'42.7" W
  KC50038     99.62  L       20+10.17         MAINLINE
 REQD R/W  =  8831.40   SF
 REQD R/W  =  0.203   ACRES
REMAINDER  =  +/- 0.00  ACRES
```

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*************************************************************
  PARCEL 030   R/W      REQ'D  R/W   KC6036
*************************************************************
   PNT        OFFSET/        STATION/         ALIGNMENT
               DIST          BEARING
-------------------------------------------------------------
  KC50118     17.02  R       21+20.28         MAINLINE
              79.46        N 21°39'38.9" E
  KC50120     12.75  R       21+99.63         MAINLINE
              37.57        S 72°40'10.7" E
  KC50121     50.00  R       22+04.48         MAINLINE
              79.12        S 19°40'09.9" W
  KC50119     56.99  R       21+25.67         MAINLINE
              40.34        N 72°55'50.5" W
  KC50118     17.02  R       21+20.28         MAINLINE
 REQD R/W  =  3082.24   SF
 REQD R/W  =  0.071   ACRES
REMAINDER  =  +/- 0.411  ACRES
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*************************************************************
  PARCEL 030   PERMANENT    REQ'D PERM. EASM'T.   KC6081
*************************************************************
   PNT        OFFSET/        STATION/         ALIGNMENT
               DIST          BEARING
-------------------------------------------------------------
  KC50234     75.00  R       21+28.10         MAINLINE
              18.17        N 72°56'28.8" W
  KC50119     56.99  R       21+25.67         MAINLINE
              79.12        N 19°40'09.9" E
  KC50121     50.00  R       22+04.48         MAINLINE
              15.13        S 72°39'18.0" E
  KC50235     65.00  R       22+06.43         MAINLINE
              78.96        S 17°27'59.7" W
  KC50234     75.00  R       21+28.10         MAINLINE
REQD EASMT =  1315.26   SF
REQD EASMT =  0.030   ACRES
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*************************************************************
  PARCEL 031   R/W      REQ'D  R/W   KC6037
*************************************************************
   PNT        OFFSET/        STATION/         ALIGNMENT
               DIST          BEARING
-------------------------------------------------------------
  KC50120     12.75  R       21+99.63         MAINLINE
             239.82        N 24°24'45.8" E
  KC50122     11.36  R       24+39.45         MAINLINE
              48.12        N 25°18'29.6" E
  KC50124     11.84  R       24+87.56         MAINLINE
             149.97        N 24°33'43.9" E
  KC50125     11.36  R       26+37.53         MAINLINE
               1.53        N 77°08'45.2" E
  KC50126     12.57  R       26+38.47         MAINLINE
              57.19        N 77°20'03.4" E
  KC50127     58.00  R       26+73.21         MAINLINE
             467.69        S 24°44'39.0" W
  KC50123     58.00  R       22+05.52         MAINLINE
               8.07        N 72°41'18.1" W
  KC50121     50.00  R       22+04.48         MAINLINE
              37.57        N 72°40'10.7" W
  KC50120     12.75  R       21+99.63         MAINLINE
 REQD R/W  =  20908.01   SF
 REQD R/W  =  0.480   ACRES
REMAINDER  =  +/- 15.260  ACRES
```

Item # 1

PROPERTY AND EXISTING R/W LINE ——℞——
REQUIRED R/W LINE ————
CONSTRUCTION LIMITS —C— —F—
EASEMENT FOR CONSTR
& MAINTENANCE OF SLOPES ▨
EASEMENT FOR CONSTR OF SLOPES ▧
EASEMENT FOR CONSTR OF DRIVES ⊠

BEGIN LIMIT OF ACCESS............BLA
END LIMIT OF ACCESS..............ELA
LIMIT OF ACCESS ——ooo——ooo——
REQ'D R/W & LIMIT OF ACCESS——⧺——⧺——

Cranston,
Engineering
Group, P.C.

DATE	REVISIONS
01-31-07	REVISED EASEM

Engineering Services Committee Meeting
7/28/2008 12:50 PM
Canal Authority

Department:	
Caption:	Update from the Canal Authority regarding the expenditure of funds for the cleaning of the third level of the Canal. (Requested by Commissioner Joe Bowles) (Referred from July 10 Commission meeting)
Background:	
Analysis:	
Financial Impact:	
Alternatives:	
Recommendation:	
Funds are Available in the Following Accounts:	

<u>REVIEWED AND APPROVED BY</u>:

Clerk of Commission

Engineering Services Committee Meeting
7/28/2008 12:50 PM

Condemnation - Carolyn Barnes, Teresa Meadows and Gerald Meadows

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Department:	Attorney - Syephen E. Shepard, Attorney
Caption:	Motion to authorize condemnation of a portion of Preperty # 144-0-060-00-0 Phinizy Road which is owned by Carolyn L. Barnes, Teresa L. Meadows and Gerald E. Meadows for 5,843 Sq. Feet of a Permanent Easement and 2,598 Sq. Feet of a Temporary Construction Easement. AUD Project: 60107 - Butler Creek Upgrade East.
Background:	The appraised value of the Easement is $1,591.00. Due to not being able to reach an agreement with the property owner, it is not cost effective nor timely to continue negotiations.
Analysis:	Condemnation is required to aquire easement.
Financial Impact:	THe necessary costs will be covered by the project budget.
Alternatives:	Deny authorization to condemn.
Recommendation:	Approve authorization to condemn.
Funds are Available in the Following Accounts:	G/L: 511043420-5411120 J/L: 80360107-5411120

REVIEWED AND APPROVED BY:

Administrator.
Clerk of Commission

Cover Memo

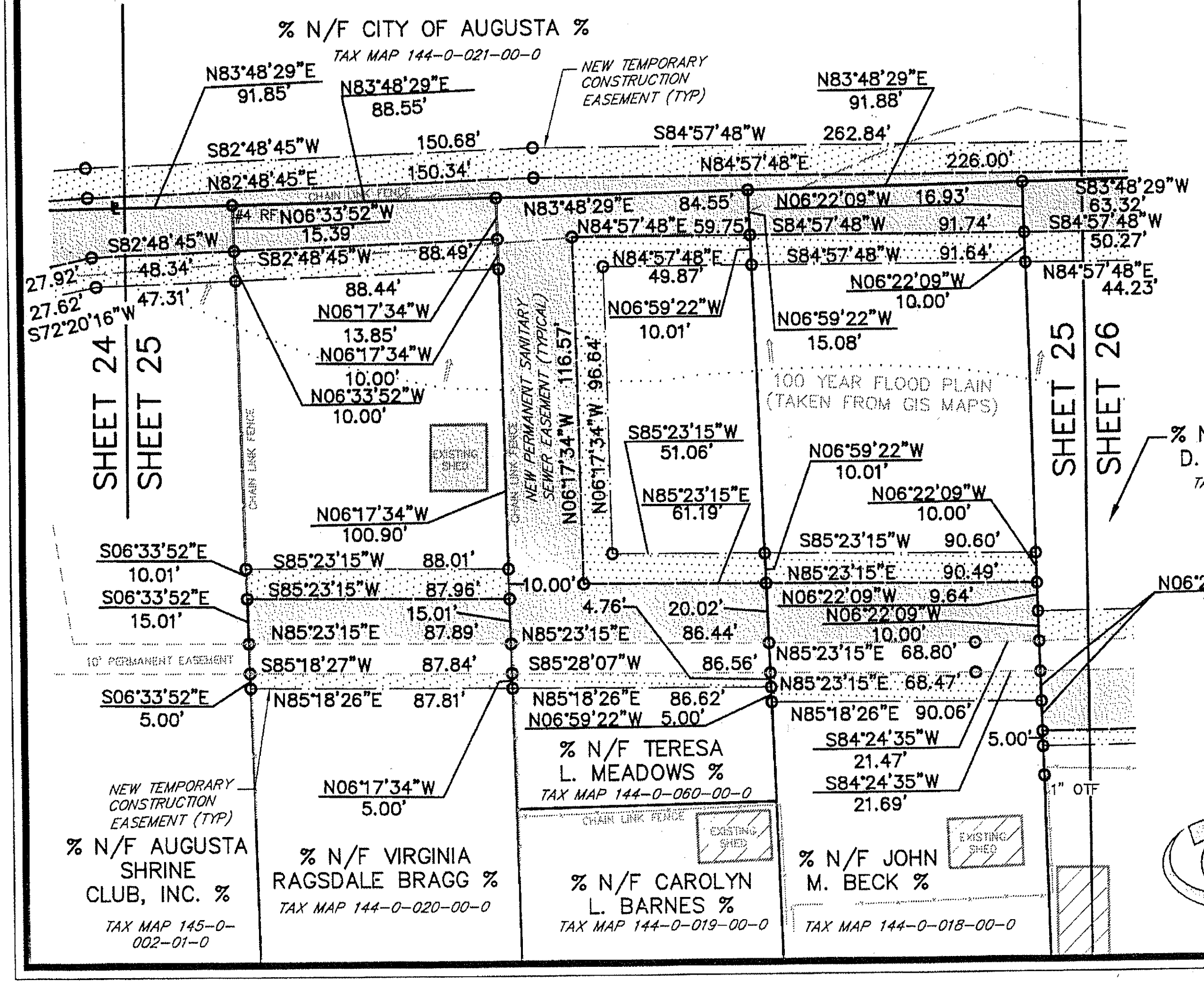
Item # 3

PROPERTIES INFORMATION:

OWNER	TAX MAP	PARCEL	T.C.E. TO BE ACQUIRED	PERM. S.S. EASEMENT TO BE ACQUIRED
AUGUSTA SHRINE CLUB, INC.	145	2-1	764 SQ. FT., 0.02 ACRES	10,195 SQ. FT., 0.23 ACRES
CITY OF AUGUSTA	144	21	10,924 SQ. FT., 0.25 ACRES	7,721 SQ. FT., 0.18 ACRES
VIRGINIA RAGSDALE BRAGG	144	20	2,204 SQ. FT., 0.05 ACRES	2,613 SQ. FT., 0.06 ACRES
TERESA L. MEADOWS	144	60	2,598 SQ. FT., 0.06 ACRES	5,843 SQ. FT., 0.13 ACRES
JOHN M. BECK	144	18	2,700 SQ. FT., 0.06 ACRES	3,273 SQ. FT., 0.08 ACRES
VALERIE D. THOMAS	144	17	2,698 SQ. FT., 0.06 ACRES	2,981 SQ. FT., 0.07 ACRES

⁚⁚⁚ ●	T.C.E. TO BE ACQUIRED
▒ ●	PERM. S.S. EASEMENT TO BE ACQUIRED
●	EXISTING EASEMENT

NOTE: THIS EASEMENT MAP MAY NOT SHOW ALL EASEMENTS THAT ENCUMBER THIS PROPERTY.



GEORGIA REGISTERED LAND SURVEYOR
No. 2565
BARRY A. TOOLE
9·4·02

– COMPILED EASEMENT MAP FOR –

AUGUSTA-RICHMOND COUNTY COMMISSION

SHOWING PROPERTY LOCATED IN 85th G.M.D., IN AUGUSTA, GEORGIA..

RICHMOND COUNTY, GEORGIA

40 0 40
SCALE IN FEET
1" = 40'

DATE
AUGUST 22, 2007

– PREPARED BY –

W R Toole Engineers, Inc.
349 Greene St. • Augusta, Ga. 30901 • 706.722.4114 • www.wrtoole.com
Engineers • Consultants • Planners

JOB #06009ESMTS.DWG JDR

SHEET #25

Item # 3

Engineering Services Committee Meeting
7/28/2008 12:50 PM
Condemnation - Cliff Channell

Department: County Attorney - Stephen E. Shepard, Attorney

Caption: Motion to authorize condemnation of a portion of Property # 013-1-002-05-0 1034 Alexander Drive, which is owned by Cliff Channell for 52,217 Sq. Feet of Right-of-Way and 83,136 Sq. Feet for a Permanent Easement. PW Project: Alexander Drive Project No. 323-04-296823215.

Background: The appraised value of the easement is $516,600.00. Due to being unable to reach an agreement with the owner, it is not timely or cost effective to continue negotiations.

Analysis: Condemnation is requred to aquire the easement.

Financial Impact: The necessary costs will be covered by the project budget.

Alternatives: Deny authorization to condemn.

Recommendation: Approve authorization to condemn.

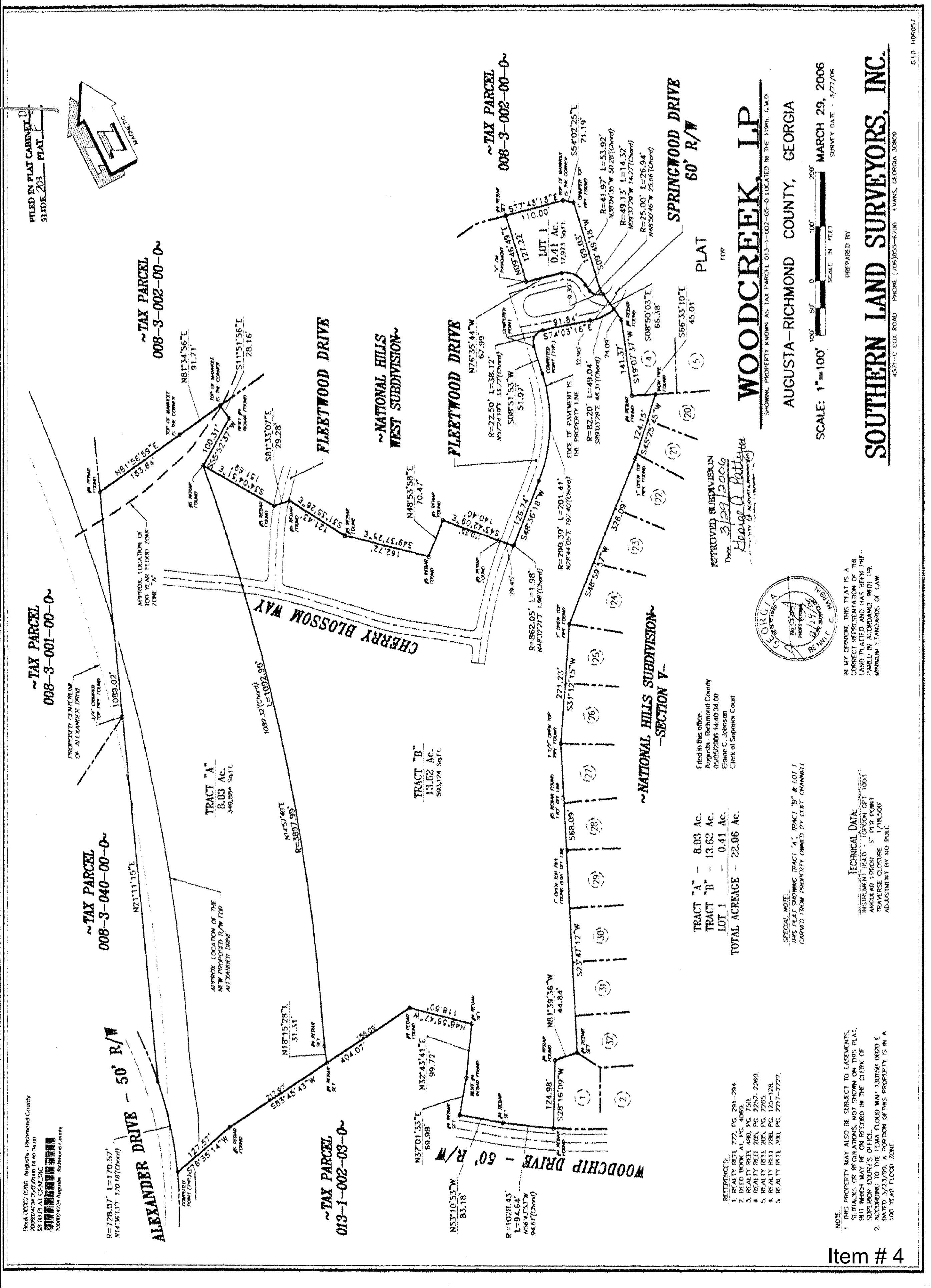
Funds are Available in the Following Accounts: G?L-323-04-1110-54.11120 J/L-296823215-54.11120

<u>REVIEWED AND APPROVED BY</u>:

Administrator.
Clerk of Commission

This document is not to scale.

Elaine C. Johnson, Richmond County Clerk of Superior Court



TRACT "A" - 8.03 Ac.
TRACT "B" - 13.62 Ac.
LOT 1 - 0.41 Ac.
TOTAL ACREAGE - 22.06 Ac.

SPECIAL NOTE:
THIS PLAT SHOWING TRACT "A", TRACT "B" & LOT 1 CARVED FROM PROPERTY OWNED BY CLEY CHANNELL

TECHNICAL DATA:
INSTRUMENT USED - TOPCON GPT 1003
ANGULAR ERROR - 5" PER POINT
TRAVERSE CLOSURE - 1/18,500
ADJUSTMENT BY NO RULE

REFERENCES:
1. REALTY REEL 777, PG. 291-294.
2. DEED BOOK A1, PG. 4062.
3. REALTY REEL 480, PG. 750.
4. REALTY REEL 205, PG. 2257-2260.
5. REALTY REEL 205, PG. 2265.
4. REALTY REEL 788, PG. 125-128.
5. REALTY REEL 300, PG. 2217-2222.

NOTE:
1. THIS PROPERTY MAY ALSO BE SUBJECT TO EASEMENTS, SETBACKS, OR REGULATIONS, NOT SHOWN ON THIS PLAT, BUT WHICH MAY BE ON RECORD IN THE CLERK OF SUPERIOR COURT'S OFFICE.
2. ACCORDING TO THE FEMA FLOOD MAP 13013R 0020 E DATED 3/23/99, A PORTION OF THIS PROPERTY IS IN A 100 YEAR FLOOD ZONE.

IN MY OPINION, THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN ACCORDANCE WITH THE MINIMUM STANDARDS OF LAW.

Filed in this office.
Augusta - Richmond County
05/05/2006 14:40:34.00
Elaine C. Johnson
Clerk of Superior Court

Item # 4

CLERK OF COURT, cill, 11/29/2006 10:28:51

Instrument Number: 2006024234 Book/Page: 00002/0288 Date Filed: 05/05/2006 14:40:34.00

Engineering Services Committee Meeting
7/28/2008 12:50 PM
Condemnation - J.W. Greenway Company

Department:	Attorney - Stephen E. Shepard, Attorney
Caption:	Motion to authorize condemnation of a portion of Property # 013-1-124-00-0 2506 Commons Trace which is owned by J.W. Greenway Company for 479 Sq. Feet of Right-of-Way and 292 Sq. Feet Permanent Easement. PW Project: Alexander Drive Project.
Background:	The appraised value of the easement in $3,760.00. Due to not being able to reach an agreement with the property owner it is not cost effective nor timely to continue negotiations.
Analysis:	Condemnation is required to aquire the easement.
Financial Impact:	The necessary costs will be covered by the project budget.
Alternatives:	Deny authorization to condemn.
Recommendation:	Approve authorization to condemn.
Funds are Available in the Following Accounts:	G/L: 323-04-1110-54.11120 J/L: 296823215-54.11120

REVIEWED AND APPROVED BY:

Administrator.
Clerk of Commission

Attachment number 1
Page 1 of 1

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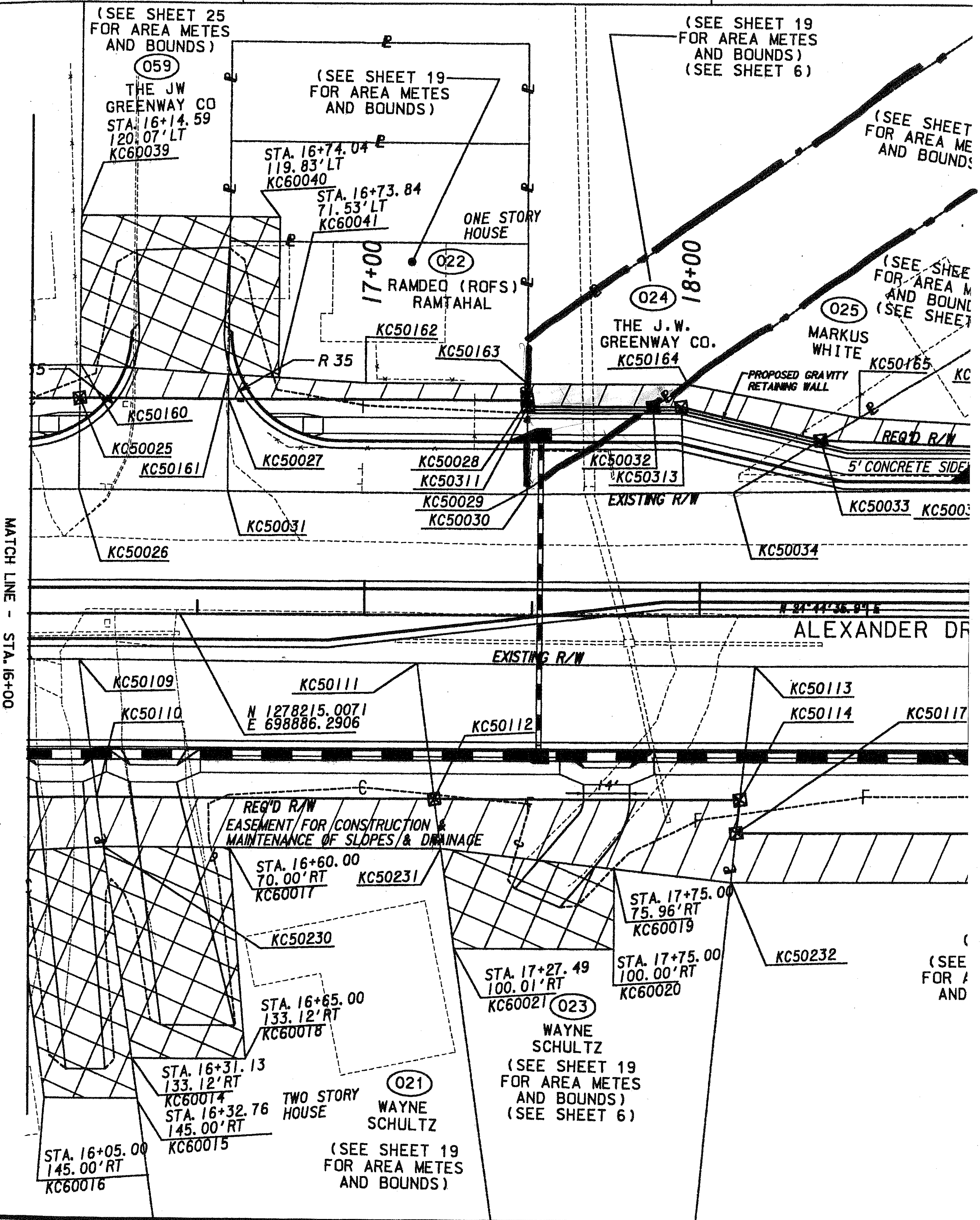

PROPERTY AND EXISTING R/W LINE ——℘——
REQUIRED R/W LINE ————
CONSTRUCTION LIMITS —C—F—
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES ▨
EASEMENT FOR CONSTR OF SLOPES ▨

BEGIN LIMIT OF ACCESS............BLA
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LIMIT OF ACCESS —ooo—ooo—
REQ'D R/W & LIMIT OF ACCESS —⫲—⫲—

SCALE IN FEET

Cranston, Engineering Group, P.C.

DATE	REV
01-31-07	REVI

Item # 5

Engineering Services Committee Meeting
7/28/2008 12:50 PM
Condemnation - Larry G. Ennis

Department:	Attorney - Stephen E. Shepard
Caption:	Motion to authorize condemnation of a portion of Property # 144-0-010-00-0 1906 Phinizy Road which is owned by Larry G. Ennis for 2,223 Sq. Feet of Temporary Easement; and Property # 144-0-021-05-0 Pircle Lane which is also owned by Larry G. Ennis for 14,031 Sq. Feet of Permanent Easement and 1,608 Sq. Feet of a Temporary Easement. AUD Project: 60107 - Butler Creek Upgrade East.
Background:	The appraised value of the Easement for Property # 144-0-010-00-0 is $111.00. The appraised value of the Easement for Property # 144-0-021-05-0 is $3,588.00. Due to not being able to reach an agreement with the property owner, it is not cost effective nor timely to continue negotiations.
Analysis:	Condemnation is required to aquire the Easements.
Financial Impact:	The necessary costs will be covered by the project budget.
Alternatives:	Deny the authorization to condemn.
Recommendation:	Approve the authorization to condemn.
Funds are Available in the Following Accounts:	G/L: 511043420-5411120 J/L: 80360107-5411120

REVIEWED AND APPROVED BY:

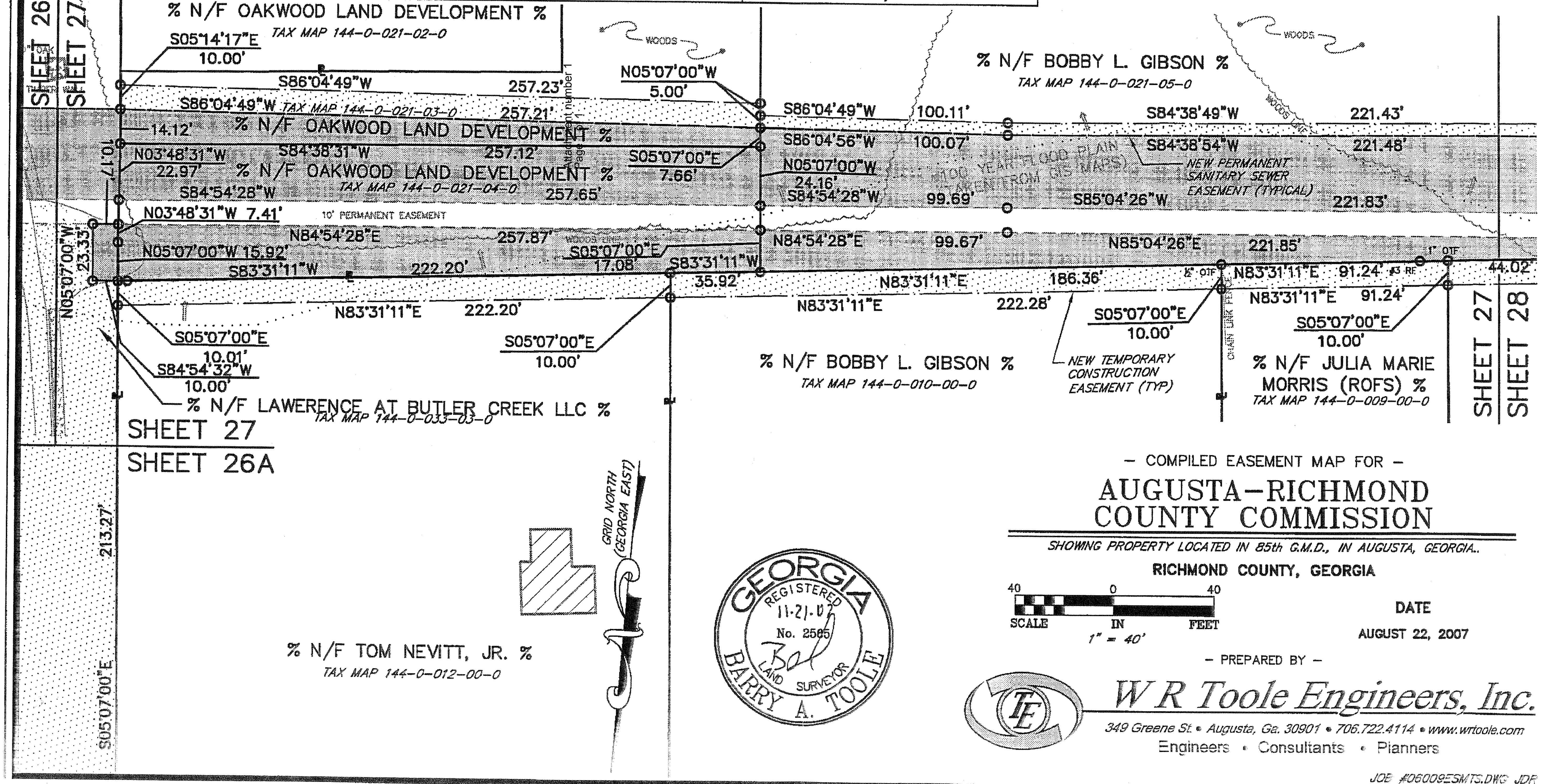
Administrator.
Clerk of Commission

PROPERTIES INFORMATION:

OWNER	TAX MAP	PARCEL	T.C.E. TO BE ACQUIRED	PERM. S.S. EASEMENT TO BE ACQUIRED
LAWERENCE AT BUTLER CREEK, LLC	144	33-3	27,349 SQ. FT., 0.63 ACRES	10,953 SQ. FT., 0.25 ACRES
OAKWOOD LAND DEVELOPMENT	144	21-3	2,572 SQ. FT., 0.06 ACRES	2,801 SQ. FT., 0.06 ACRES
OAKWOOD LAND DEVELOPMENT	144	21-4	N/A	11,276 SQ. FT., 0.26 ACRES
TOM NEVITT, JR.	144	12	2,222 SQ. FT., 0.05 ACRES	N/A
BOBBY L. GIBSON	144	21-5	1,608 SQ. FT., 0.04 ACRES	14,031 SQ. FT., 0.32 ACRES
BOBBY L. GIBSON	144	10	2,223 SQ. FT., 0.05 ACRES	N/A
JULIA MARIE MORRIS (ROFS)	144	9	909 SQ. FT., 0.02 ACRES	N/A

░ ●	T.C.E. TO BE ACQUIRED
▒ ●	PERM. S.S. EASEMENT TO BE ACQUIRED
- - ●	EXISTING EASEMENT

NOTE: THIS EASEMENT MAP MAY NOT SHOW ALL EASEMENTS THAT ENCUMBER THIS PROPERTY.



GEORGIA REGISTERED 11-21-07 No. 2565 BARRY A. TOOLE LAND SURVEYOR

– COMPILED EASEMENT MAP FOR –

AUGUSTA–RICHMOND COUNTY COMMISSION

SHOWING PROPERTY LOCATED IN 85th G.M.D., IN AUGUSTA, GEORGIA.

RICHMOND COUNTY, GEORGIA

SCALE 40 0 40 IN FEET
1" = 40'

DATE
AUGUST 22, 2007

– PREPARED BY –

W R Toole Engineers, Inc.
349 Greene St. • Augusta, Ga. 30901 • 706.722.4114 • www.wrtoole.com
Engineers • Consultants • Planners

JOB #06009ESMTS.DWG JDF

SHEET #27

Engineering Services Committee Meeting
7/28/2008 12:50 PM
Condemnation - Nex Ventures Realty, Inc.

Department: Attorney - Stephen E. Shepard

Caption: Motion to authorize a portion of property # 013-1-123-00-0 2504 Commons Trace, which is owned by Nex Ventures Realty, Inc. for 1,430.78 Sq. Feet of Right-of-way and 418.38 Sq. Feet of Permanent easement. PW Project: Alexander Drive Project.

Background: The appraised value of the easement is $8,700.00. Due to owner's counter offer of $23,000.00, it is not cost effective nor timely to continue negotiations.

Analysis: Condemnation is required in order to aquire easement.

Financial Impact: The necessary costs will be coved by project budget.

Alternatives: Deny the authorization to condemn.

Recommendation: Approve the authorization to condemn.

Funds are Available in the Following Accounts: G/L - 323-04-1110-54.11120 J/L - 296823215-54.11120

<u>REVIEWED AND APPROVED BY</u>:

Administrator.
Clerk of Commission

Attachment number 1
Page 1 of 1

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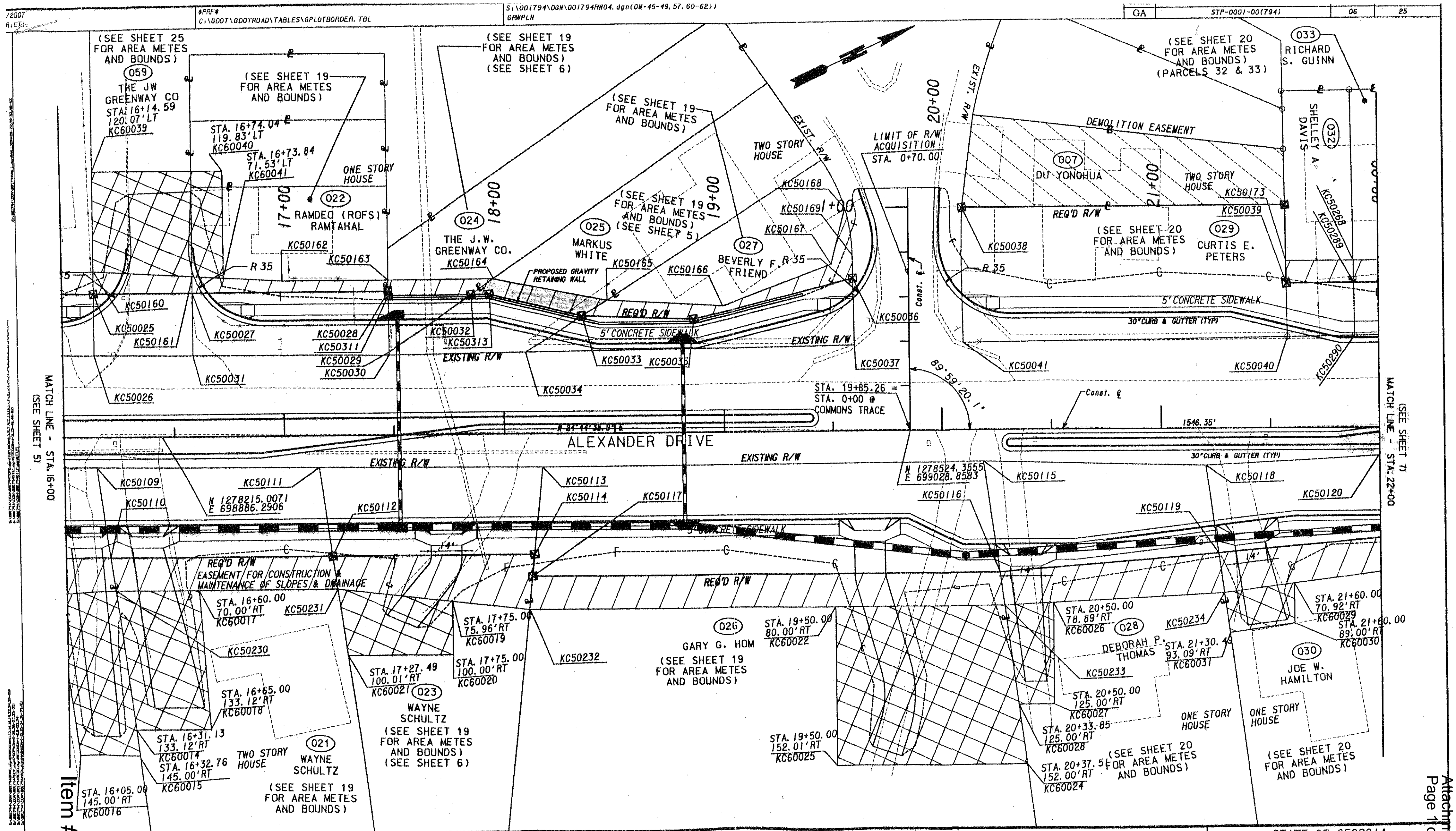
GA	STP-0001-00(794)	06	25



Item #

PROPERTY AND EXISTING R/W LINE	—℄—
REQUIRED R/W LINE	——
CONSTRUCTION LIMITS	--C--F--
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES	▨
EASEMENT FOR CONSTR OF SLOPES	▧
EASEMENT FOR CONSTR OF DRIVES	☒

BEGIN LIMIT OF ACCESS............BLA
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LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS

SCALE IN FEET
0 20 40 80

Cranston, Engineering Group, P.C.

DATE	REVISIONS	DATE	REVISIONS
01-31-07	REVISED EASEMENT & R/W FOR PARCELS 029, 007		

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY MAP

PROJECT NO: STP-0001-00(794)
COUNTY: RICHMOND
LAND LOT NO: N/A
LAND DISTRICT: N/A
GMD 90TH
DATE 5/4/06 SH 6 OF 25

Engineering Services Committee Meeting
7/28/2008 12:50 PM
Extend Parking Management Contract

Department: Public Services Department - Facilities Management Division

Caption: Motion to approve extending the contract for management of the Marriott Riverfront Hotel parking facility with Republic Parking System for a period of two years. The total annual contract cost is estimated to be $211,000 which includes the actual cost of operations, plus the $25,000 management fee. This contract extension is for the period from February 1, 2009 through January 31, 2011.

Background: Republic Parking System has been operating the Marriott Riverfront Parking Facility since January of 2003. Prior to their tenure, expenses for operation of this facility routinely exceeded revenue. Since they began operation, they have consistently generated revenue in excess of expenses, exclusive of bond payments. They have worked well with the hotel management and have provided good customer service in operation of the facility.

Analysis: RFP #06-803 was issued in November of 2006 in accordance with the procurement requirements of Augusta-Richmond County. The only proposal received was from Republic Parking Systems, the current operator. The contract was awarded for a three-year period (expiries Jan 31, 2009), with an option to renew for two additional two-year terms. At present, Augusta is working to construct a Trade, Event and Exhibition Center on the site of a portion of the parking facility. There are also plans pending for an additional hotel with another parking facility in the immediate area. Maintaining our relationship with the current operator, at least through the planning stages, would be beneficial to Augusta. Their familiarity with existing operations would minimize disruptions and be a source of useful input on proposed development. The contract amount is based on an estimated cost of operations, plus an annual management fee of $25,000.

Financial Impact: The total annual contract cost is estimated to be $211,000 which includes the actual cost of operations, plus the $25,000 management fee. Funds are budgeted in account #271-04-1910.

Alternatives: 1. Extend the contract for management of the Marriott Riverfront Hotel parking facility with Republic Parking System for a period of two years. The total annual contract cost is estimated to be $211,000 which includes the actual cost of operations, plus the $25,000 management fee. This contract extension is for the period from February 1, 2009 through January 31, 2011. 2. Do not award the contract and issue an RFP for management of the parking facility.

Recommendation: #1. Extend the contract for management of the Marriott Riverfront Hotel parking facility with Republic Parking System for a period of two years. The total annual contract cost is estimated to be $211,000 which includes the actual cost of operations, plus the $25,000 management fee. This contract extension is for the period from February 1, 2009 through January 31, 2011.

Funds are Available in the Following Accounts: FUNDS ARE BUDGETED IN ACCOUNT #271-04-1910.

REVIEWED AND APPROVED BY:

Finance.
Administrator.
Clerk of Commission

Engineering Services Committee Meeting
7/28/2008 12:50 PM
Memorandum of Understanding for James Brown Blvd. Streetscape

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Department:	Clerk of Commission
Caption:	Motion to approve Memorandum of Understanding for the James Brown Streetscape Project. (Approved originally by Commission June 5, 2007)
Background:	
Analysis:	
Financial Impact:	
Alternatives:	
Recommendation:	
Funds are Available in the Following Accounts:	

REVIEWED AND APPROVED BY:

Clerk of Commission

REGULAR MEETING **COMMISSION CHAMBER**
JUNE 5, 2007

Augusta Richmond County Commission convened at 2:00 p.m., June 5, 2007, the Hon. Deke Copenhaver, Mayor, presiding.

PRESENT: Hons. Holland, Smith, Harper, Grantham, Hatney, Beard, Williams, Cheek, Bowles and Brigham, members of Augusta Richmond County Commission.

The invocation was given by Dr. Lucille Richardson, Pastor of Yoke Breakers Worship Center.

The Pledge of Allegiance to the Flag of the United States of America was recited.

Mr. Mayor: Pastor, if you could. We've got a little something for you. If you could come up, please, ma'am. Office of the Mayor. By these present be it known that Dr. Lucille Richardson, Pastor of Yoke Breakers Worship Center is Chaplain of the Day for her civic and spiritual guidance demonstrated throughout the community and serves as an example for all of the faith community. Given under my hand this 5th day of June 2007. Thank you so much for your prayer. (APPLAUSE) All righty, Madam Clerk, if we could move into the delegations.

The Clerk:

DELEGATIONS

A. Ms. Dorothy Jones. RE: Concerned citizen regarding the Augusta-Richmond County Government.

Mr. Mayor: Ms. Jones, if you could state your name and address for the record and keep it to five minutes please ma'am.

Ms. Ellis: Good afternoon, Mr. Mayor and Commissioners. My name is Gaynell Ellis and I reside at 2308 Woodsman Drive. As a concerned citizen of Augusta-Richmond County I come before you to address the observed state of our government and the mistreatment of its citizens. Over twenty years ago I came to a city of beauty and hope and now I witness with my own eyes a cancerous decay of a city that once held great promise and potential. Instead of an abundance of growth and prosperity I now see here and feel the hatred, arrogance, greed, betrayal and separation from elected officials who took an oath to serve all the people for the greater good of the city. We see commissioners close their eyes and visibly display a lack of interest in the matters affecting this city. Why would a major company come and stay in such a toxic environment that would affect its profits and productivity. Why would people want to live in a city that thinks on a small scale and offers entertainment and attractions that appeal only to a chosen few? In traveling I hear my city being the butt of jokes because of the petty Augusta politics and it's politicians. Many of us are not laughing. It is without question embarrassing. It is our government's attitudes keeping us from getting state funds in Augusta causing corporations to turn their heads away from our city. Just this year a magazine printed an article about our city and all the strip malls. Then there are all the negative newspaper articles. We are that I see spent working on internal problems within the committee that has been created by the commissioners instead of working on those issues for the betterment of our city. It saddens me to see how much time is being spent working on a problem that has been created here and there are so many things that could be done within our community. We have the potentials here in Augusta to be a city that everyone would want to come and reside in but we're not utilizing the potential. When I look at the commission, we have here eleven members on this team supposed to be working as a team. If we as a commissioner cannot work together as a team, how do we expect to draw the people of Augusta and Richmond County together to live as a team? We're looking to youth to set the example but I'm not seeing it. I'm not seeing it. And lastly but not least let us not forget that it's okay to glance in the past because when we glance back it would encourage us to keep pressing forward. But let's don't dwell in the past. Let us also remember that yesterday is in the womb. Today is currently before us tomorrow is in the womb. So why not utilize today to make tomorrow a better day for our generations to follow. Thank you very much.

Mr. Mayor: Thank you, Mr. Battle. Okay, Madame Clerk, now to the consent agenda.

Mr. Brigham: Mr. Mayor?

Mr. Mayor: Mr. Brigham.

Mr. Brigham: Can we add this item from the uh, to discuss well not to discuss but to approve for the Department of Transportation Enhancement Grant for Downtown Development Authority?

Mr. Mayor: We were going to look at going ahead and adding that to the consent agenda to add and approve as we ---

Mr. Brigham: I wanted to make sure it got on the agenda first so we could add it to the consent agenda.

Mr. Mayor: Okay. Do we need unanimous consent to add to the agenda? Okay, do we have unanimous consent on this agenda item?

Mr. Williams: Mr. Mayor, I hadn't seen that. I'd like to see it.

Mr. Mayor: Commissioner Williams.

Mr. Williams: I hadn't seen that item. I don't know whether I want to add ---

Mr. Mayor: And I believe, Madam Clerk, if you could explain this situation with this item.

The Clerk: Yes, sir. This item, Mr. Williams, was on our Finance agenda. However it was received as information. So no formal action was taken by the committee to forward this item to the commission agenda and that's why it's before you today. It's regarding ISTEA

Grant, I believe Ms. Woodard said that it would be from the Georgia Department of Transportation with a matching grant from the city, the state and the DDA.

Mr. Williams: Matching, how much ---

The Clerk: For a streetscape, I think, along Laney Walker Boulevard.

Mr. Williams: How much is that matching? I mean, the city's got to match is that what I'm hearing?

Mr. Mayor: Ms. Woodard, if you could speak to that issue, please, ma'am.

Ms. Woodard: Thank you, Mayor and commissioners. The match would be $35,000.00. The total project is 550 and that's probably what we'll get from the Department of Transportation. You have to do a 20% match. The CVB is going to match $40,000.00 in cash, the DDA would like to match $35,000.00 in cash and we would like the city to partner with us and match the last $35,000.00 and it is for streetscape on James Brown Boulevard.

Mr. Mayor: Commissioner Cheek.

Mr. Cheek: Mr. Mayor, also the city can provide in kind services equivalent to that dollar amount where we could use manpower or machinery to offset that cost.

Mr. Mayor: Okay, do we have unanimous consent on this? Okay, I'll take that we do have unanimous consent. If we could add that agenda item, Madame Clerk, and go on to the consent agenda.

The Clerk: The consent agenda consists of Items 1-49. Items 1-49. For the benefit of any objectors to our alcohol petitions I will read those petitions. Once the petitions are read if there are any objectors would you please signify your objection by raising your hand at the time the petition is read.

Item 2 is for an on premise consumption Beer & Wine license to be used in connection with 1702 Jenkins Street.
Item 3 is for a retail package Beer & Wine license to be used in connection with 1342 Gordon Hwy.
Item 4 is for an on premise consumption Liquor, Beer and Wine license to be used in connection with property located at 724 Broad Street.

The Clerk: Are there any objectors to those alcohol petitions?

Mr. Russell: None noted, Mr. Mayor.

Mr. Mayor: Okay.

Mr. Williams: --- on each one of those.

Mr. Mayor: Do we have somebody to speak to that issue?

Mr. Shepard: I'll, I'll ---

Mr. Mayor: Mr. Shepard.

Mr. Shepard: I'll speak to it but it's not in the materials. I'll get it during the meeting.

Mr. Williams: Okay, it's not in the material.

Mr. Mayor: Okay. Does that okay for you, for him to bring forward the? Okay. Are there any further items to be pulled for discussion? Yes, Madam Clerk, and if you could go over the additions to as well as items to be pulled.

The Clerk: Our consent agenda will consist of Items 1-49 with the addendum item for the DOT Enhancement Grant added with the addition of Items 60, 53, 54, deleting Item 55, and referring Item 56 back to Administrative Services. We have those items pulled ---

Mr. Mayor: And sixty?

The Clerk: Sixty, I said, yes, sir. I will be 60, 53, 54, 55 being deleted and 56 being referred back to committee. We have items pulled for discussion, Item 13, Item 15, 22, 24, 26, 27, 32, clarity on Item 33 from the Attorney, Item 44 and 45.

Mr. Mayor: Okay. Is everybody good with that? So I would look for a motion to approve the consent agenda.

Mr. Williams: So moved.

Mr. Mayor: We have a motion. Is there a second?

Mr. Cheek: Second.

Mr. Mayor: We have a motion and a second. If there's no further discussion commissioners will now vote by the usual sign.

CONSENT AGENDA

PUBLIC SERVICES

1. Motion to approve an amendment to the 2007 Cooperative Agreement with CSRA Regional Development Center for nutritional services, adding $8,958.00. (Approved by Public Services Committee May 29, 2007)

2. Motion to approve New Ownership Application: A.N. 07-22: A request by Saravanabana P. Pillai for an on premise consumption Beer & Wine License to be used in

Department of Transportation

State of Georgia
#2 Capitol Square, S.W.
Atlanta, Georgia 30334-1002

GENA L. ABRAHAM, Ph.D.
COMMISSIONER
(404) 656-5206

GERALD M. ROSS, P.E.
CHIEF ENGINEER
(404) 656-5277

BUDDY GRATTON, P.E.
DEPUTY COMMISSIONER
(404) 656-5212

EARL L. MAHFUZ
TREASURER
(404) 656-5224

July 11, 2008

Dear TE Sponsor:

Enclosed are three original copies of the Memorandum of Understanding (MOU) and one copy of the Internal Control Questionnaire (ICQ) for your selected TE project (s). Please take the following actions as described below:

- Have the MOUs signed by the appropriate signature authority;
- Complete the ICQ;
- Attach a copy of the most recent A-133 Audit.

Please return all of the information mentioned above to the TE Coordinator Carleton Fisher. He will then have the MOUs signed by Department Senior Management and return one fully executed copy to you for your records. Additionally, the Notice to Proceed with Preliminary Engineering will be issued. Funds expended and certified on this portion of the project may count toward the required 20% local match.

If you have any questions, please contact Carleton Fisher at (404) 631-1981 or the Special Projects Branch Chief Elaine Armster at (404) 631-1784.

Sincerely,

Angela T. Alexander

Angela T. Alexander
State Transportation Planning Administrator

ATA: ea

Enclosures

TRANSPORTATION ENHANCEMENT MEMORANDUM OF UNDERSTANDING

BETWEEN

THE GEORGIA DEPARTMENT OF TRANSPORTATION

AND

THE CITY OF AUGUSTA DDA/MAIN STREET PROGRAM

The City of Augusta DDA/Main Street Program, hereinafter called the "SPONSOR", and the Georgia Department of Transportation, hereinafter called the "DEPARTMENT",

RELATIVE TO

The SPONSOR assuming responsibility for tasks associated with Preliminary Engineering for project number CSTEE-0009-00(126), hereinafter called the "PROJECT".

WHEREAS the PROJECT is a Transportation Enhancement (TE) approved for Federal-Aid funds with a required local match of at least 20% of the PROJECT's Total Cost; and

I. IT IS THE INTENTION OF THE PARTIES:

That the SPONSOR fund 100% of the Preliminary Engineering for the PROJECT; and that the DEPARTMENT may apply said expenditure toward the SPONSOR'S local match of the PROJECT'S Total Cost, subject to the DEPARTMENT and the Federal Highway Administration's approval.

II. IT IS AGREED:

A. That the SPONSOR certifies that local funds have been budgeted to undertake Preliminary Engineering for the PROJECT; and that an accounting system has been established to track project-specific Preliminary Engineering expenditures.
B. That prior to construction of the PROJECT, the SPONSOR will certify, to the DEPARTMENT, the amount of eligible expended funds allowable toward the PROJECT'S Total Local Match.
C. That if the PROJECT includes structures such as bridges or retaining walls, the SPONSOR will be required to use consultants pre-qualified with the DEPARTMENT.

III. IT IS AGREED:

A. That construction funding will be dependent upon the SPONSOR receiving historical/environmental clearances through the DEPARTMENT; certifying existing or acquired Right-of-Way to the DEPARTMENT; producing a complete set of biddable construction plans meeting appropriate safety, access, and design standards;

and preparing and forwarding construction bid procedures and documents for the DEPARTMENT'S review.

B. That nothing contained herein shall obligate the DEPARTMENT to proceed with subsequent stages of the PROJECT.

C. That the SPONSOR'S expenditure prior to execution of an Agreement with the DEPARTMENT for construction of the PROJECT shall be at the sole cost and risk to the SPONSOR. Should the SPONSOR or the DEPARTMENT determine that for any reason the PROJECT is unable to enter subsequent stages, the DEPARTMENT is not responsible for reimbursement of local funds expended on the PROJECT.

IV. The SPONSOR shall be responsible for all costs for the continual maintenance and the continual operations of the project, including any and all sidewalks and the grass strip between the curb and gutter and the sidewalk, within the PROJECT limits.

V. The SPONSOR shall Certify that they have read and understands the regulations for "CERTIFICATION OF COMPLIANCES WITH FEDERAL PROCUREMENT REQUIREMENTS, STATE AUDIT REQUIREMENTS, AND FEDERAL AUDIT REQUIREMENTS" as stated in attachment A of this AGREEMENT and will comply in full with said provisions. If the SPONSOR fails to comply, the DEPARMENT reserves the right to require reimbursement for any and all project expenses.

VI. The SPONSOR shall accomplish all of the design activities for the PROJECT. The design activities shall be accomplished in accordance with the DEPARTMENT's Plan Development Process, the applicable guidelines of the American Association of State Highway and Transportation Officials, hereinafter referred to as "AASHTO", the DEPARTMENT's Standard Specifications Construction of Transportation Systems, 2001 Edition, the DEPARTMENT's Plan Presentation Guide, PROJECT schedules, and applicable guidelines of the DEPARTMENT. The SPONSOR's responsibility for design shall include, but is not limited to the following items:

a. Prepare environmental studies, documentation, and reports for the PROJECT that show the PROJECT is in compliance with the provisions of the National Environmental Protection Act and Georgia Environmental Protection Act, as appropriate to the PROJECT funding. This shall include any and all archaeological, historical, ecological, air, noise, underground storage tanks (UST), and hazardous waste site studies required. The SPONSOR shall submit to the DEPARTMENT all environmental documents and reports for review and approval by the DEPARTMENT and the FHWA.

b. Perform all work required to obtain project permits, including, but not limited to, US Army Corps of Engineers 404 and Federal Emergency Management Agency (FEMA) approvals. These efforts shall be coordinated with the DEPARTMENT.

c. Prepare the PROJECT's drainage design including erosion control plans and the development of the hydraulic studies for the Federal Emergency Management Agency Floodways and acquisition of all necessary permits associated with the drainage design.

d. Provide certification, by a Georgia Registered Professional Engineer, that the construction plans have been prepared under the guidance of the professional engineer and are in accordance with AASHTO and DEPARTMENT guidelines.

e. Failure of the SPONSOR to follow the DEPARTMENT's Plan Development Process will jeopardize the use of Federal funds in some or all of the categories outlined in this AGREEMENT, and it shall be the responsibility of the SPONSOR to make up the loss of that funding.

VII. All Primary Consultant firms hired by the SPONSOR to provide services on the PROJECT shall be prequalified with the DEPARTMENT in the appropriate area-classes.

VIII. The PROJECT construction and right of way plans shall be prepared in English units.

IX. The DEPARTMENT shall review and has approval authority for all aspects of the PROJECT. The DEPARTMENT will work with the FHWA to obtain all needed approvals with information furnished by the SPONSOR.

X. The SPONSOR shall be responsible for the design of all structure(s) and preparation of any required hydraulic and hydrological studies within the limits of this PROJECT in accordance with the DEPARTMENT's policies and guidelines. The SPONSOR shall perform all necessary survey efforts in order to complete the design of the structure (s) and prepare any required hydraulic and hydrological studies. The final structure plans shall be incorporated into this PROJECT as a part of this AGREEMENT.

XI. The SPONSOR shall follow the DEPARTMENT's procedures for identification of existing and proposed utility facilities on the PROJECT. These procedures, in part, require all requests for existing, proposed, or relocated facilities to flow through the DEPARTMENT's Project Liaison and the District Utilities Engineer.

XII. The SPONSOR shall address all railroad concerns, comments, and requirements to the satisfaction of the DEPARTMENT.

XIII. Upon the SPONSOR's determination of the rights of way required for the PROJECT and the approval of the right of way plans by the DEPARTMENT, the necessary rights of way for the PROJECT shall be acquired by the SPONSOR. Right of Way acquisition shall be in accordance with the law and the rules and regulations of the FHWA including, but not limited to, Title 23, United States Code; 23 CFR 710, et. seq., and 49 CFR Part 24, and the rules and regulations of the DEPARTMENT. Failure of the SPONSOR to follow these requirements may result in the loss of Federal funding for the PROJECT and it will be the responsibility of the SPONSOR to make up the loss of that funding. All required right of way shall be obtained and cleared of obstructions, including underground storage tanks, prior to advertising the PROJECT for bids. The SPONSOR shall further be responsible for making all changes to the approved right of way plans, as deemed necessary by the DEPARTMENT, for whatever reason, as needed to purchase the right of way or to match actual conditions encountered. The SPONSOR shall be responsible for certifying the Right of Way.

XIV. Upon completion and approval of the PROJECT plans and bid documents, the Department will authorize the SPONSOR to advertise the project for bids. The SPONSOR shall be solely responsible for advertising and awarding the construction contract (subject to the Department's recommendation) for the PROJECT.

XV. The SPONSOR shall review and make recommendations concerning all shop drawings prior to submission to the DEPARTMENT. The DEPARTMENT shall have final authority concerning all shop drawings.

XVI. The SPONSOR shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on behalf of the SPONSOR pursuant to this AGREEMENT. The SPONSOR shall correct or revise, or cause to be corrected or revised, any errors or deficiencies in the designs, drawings, specifications, and other services furnished for this PROJECT. Failure by the SPONSOR to address the errors or deficiencies within 30 days shall cause the SPONSOR to assume all responsibility for construction delays caused by the errors and deficiencies. All revisions shall be coordinated with the DEPARTMENT prior to issuance. The SPONSOR shall also be responsible for any claim, damage, loss or expense that is attributable to negligent acts, errors, or omissions related to the designs, drawings, specifications, and other services furnished by or on behalf of the SPONSOR pursuant to this AGREEMENT.

XVII. Both the SPONSOR and the DEPARTMENT hereby acknowledge that time is of the essence. The Sponsor shall have the project ready to bid within two years from the Date of Award of Funds.

XVIII. This AGREEMENT is made and entered into in FULTON COUNTY, Georgia, and shall be governed and construed under the laws of the State of Georgia. The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

IV. IT IS AGREED:

A. That the SPONSOR as the sub-recipient of Federal financial assistance will submit a copy of audited financial statements within 30 days of publication (in compliance with OMB Circular A-133), for all fiscal periods in which the Federal sub-grant funds are expended. GDOT reserves the right to take administrative action if the SPONSOR is unresponsive.

Financial Statements will be submitted to:

Office of Audits
Financial Integrity Reporting Support Team
600 West Peachtree Street
Atlanta, Georgia 30308
or
first@dot.ga.gov

IN WITNESS WHEREOF, the DEPARTMENT and the SPONSOR have caused these presents to be executed under seal by their duly authorized representatives. The parties hereto have executed this Memorandum of Understanding, this ______ day of _____________ , 200_.

RECOMMENDED:

____
State Transportation Planning Administrator

____
Director, Transportation Planning, Data &
Intermodal Development Division

____
Chief Engineer

DEPARTMENT OF TRANSPORTATION

BY: ______________________________
Commissioner

ATTEST:

____
Treasurer

REVIEWED AS TO LEGAL FORM:

____
Office of Legal Services

(SPONSOR)

BY: ______________________________
Name
Title

Signed, sealed and delivered this _____
day of ________________, 200_, in the
presence of:

____
Witness

____
Notary Public

This Agreement approved by the ______
(SPONSOR) at a meeting held at

____
this ______day of _____________, 200_.

____
City/County Clerk (as appropriate)

FEIN: ____________________

ATTACHMENT A

CERTIFICATION OF COMPLIANCES

I hereby certify that I am a principle and duly authorized representative of ________________ whose address is ____________________and it is also certified that:

I. PROCUREMENT REQUIREMENTS

The below listed provisions of Federal Procurement requirements shall be complied with throughout the contract period:

(a) 49 CFR Part 18 Section 36
Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments – Procurement

(b) 23 CFR 635 Subpart A – Contract Procedures

II. STATE AUDIT REQUIREMENT

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the "Requirement of Audits" shall be complied with throughout the contract period in full such that:

(a) Each unit of local government having a population in excess of 1,500 persons or expenditures of $ 300,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.

(b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.

(c) The governing authority of each local unit of government having expenditures of less than $ 300,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.

(d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.

(e) The audits of each local government shall be conducted in accordance with generally accepted government auditing standards.

III. FEDERAL AUDIT REQUIREMENT

The provisions of OMB Circular A-133 issued pursuant to the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156 shall be complied with throughout the contract period in full such that:

(a) Non-Federal entities that expend \$ 500,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of OMB Circular A-133.

(b) Non-Federal entities that expend less than \$ 500,000 a year in Federal awards are exempt from Federal audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO).

(c) Except for the provisions for biennial audits provided in paragraphs (1) and (2) below, audits required shall be performed annually. Any biennial audit shall cover both years within the biennial period.

    (1) A State or local government that is required by constitution or statute, in effect on January 1, 1987, to undergo its audits less frequently than annually, is permitted to undergo its audits biennially. This requirement must still be in effect for the biennial period under audit.

    (2) Any non-profit organization that had biennial audits for all biennial periods ending between July 1, 1992, and January 1, 1995, is permitted to undergo its audits biennially.

(d) The audit shall be conducted in accordance with Generally Accepted Government Auditing Standards.

________________________ ________________________

Date Signature

Engineering Services Committee Meeting
7/28/2008 12:50 PM
Removal of 25 Hazardous Trees

Department:	Public Services-Maintenance Division
Caption:	Approve bid and award contract in the amount of $47,322.50 for removal of 25 hazardous trees to the lowest bidder, Empire Tree and Turf.
Background:	This Department strives to ensure safe travel for both motorists and pedestrians by removing hazardous trees. Many of the trees are diseased and could potentially be a hazard for pedestrians and motorists. We have had numerous diseased trees to fall since January, to include one tree which fell and damaged three houses.
Analysis:	Only two companies chose to bid on this project and one was non-compliant. These trees are in immediate need of removal and are beyond our ability to remove with County Forces.
Financial Impact:	Funds are available in the recapture of funds from SPLOST I, Storage Warehouse Roof Project on Tobacco Road, which is complete.
Alternatives:	1. Approve bid and award contract in the amount of $47,322.50 for removal of 25 hazardous trees to the lowest bidder, Empire Tree and Turf. 2. None, as the selected trees are a serious hazard.
Recommendation:	#1. Approve bid and award contract in the amount of $47,322.50 for removal of 25 hazardous trees to the lowest bidder, Empire Tree and Turf.
Funds are Available in the Following Accounts:	Funds are available in Account general ledger # 272-01-6215/6011110 job ledger # 208272999/6011110, SPLOST I

REVIEWED AND APPROVED BY:

Finance.
Administrator.
Clerk of Commission

Re-Bid #08-129A
Removal of Twenty-Five Hazardous Trees for The City of Augusta Public Services Department
Re-Bid Opening Date: Friday, June 27, 2008 at 11:00 A.M.

Vendors:	Bid Amount	Bid Bond
Stallion Tree Service P.O. Box 212418 Augusta, GA 30917		
Tress R Us, LLC 1583 County Highway 336 Bear Creek, AL 35543		
Byrd Brother, Inc. 5164 Lamm Road Wilson, NC 27896		
Big Dog Stump & Tree, Inc P.O. Box 211063 Martinez, GA 30917		
Empire Tree & Turf 2704 Gordon Highway Augusta, GA 30909	$47,322.50	Yes
Georgia Power P.O. Box 310 Thompson, GA	Submitted No Response Bid	
Mel Rosabal 430 Wexford Court Augusta, GA 30907		
Natco, Inc. 1410 Highway 11W Bristol, TN 37620	Non-Compliant No Bid Bond (Bid Bond Submitted by Fax)	

LOCAL VENDOR(S) HIGHLIGHTED IN BLUE

Engineering Services Committee Meeting
7/28/2008 12:50 PM
Request to abandon and return .07 acre right of way at Toucan Road

---

Department:	Engineering
Caption:	Motion to approve a request to return to donor, George E. Perkins, Sr., a .07 acre portion of right of way previously donated to County on August 23, 1978. Roadway has been modified in the past such that this portion of property is no longer needed for government use.
Background:	Property was donated by Geroge E. Perkins, Sr. on August 23, 1978 so as to extend Toucan Road to Davison Road. However, Touchan Road was later straightened, such that this part of the right of way is no longer needed.
Analysis:	Mr. Perkins has had a new plat drawn, at his expense, which has been approved by Engineering.
Financial Impact:	No financial impact anticipated.
Alternatives:	Refuse to return property to donor.
Recommendation:	Approve return of this property back to donor.
Funds are Available in the Following Accounts:	None needed.

REVIEWED AND APPROVED BY:

Finance.
Administrator.

Clerk of Commission

Cover Memo

Item # 11

REALTY
REEL
NO. 98

78/14887

STATE OF GEORGIA,
RICHMOND COUNTY

1017

THIS CONVEYANCE, made and executed this 23rd day of August 1978

WITNESSETH: That George E. Perkins Sr. the undersigned, is the owner of a tract of land in said county through which a County Road has been laid out by Richmond County as a part of the County Road System of Richmond County, Georgia.

Now, therefore, in consideration of the benefit to my property by the construction or maintenance of said road, and in consideration of the sum of ONE DOLLAR ($1.00) in hand paid, the receipt whereof is hereby acknowledged, I do hereby grant, bargain, sell and convey to Richmond County, Georgia, so much of my land located in the 1269th G.M. District of said County to make a right of way for said road as follows. Toucan Road Ext.

SEE ATTACHED PLAT

(0.25 acres more or less)

Said right of way is more particularly described according to a plat, copy of which is hereto attached and made a part of this description.

AND for the same consideration, I do further grant the right to all necessary drainage in the construction and maintenance of said road constructed over the said right of way and on my lands adjacent thereto, and also release said County from any claim of damage arising on account of construction of said roads or fills and embankments, ditches or culverts or bridges, on account of backwater, changing of course of streams, or in any other manner.

To have and to hold the said conveyed premises in fee simple.

I hereby Warrant that I have the right to sell and convey said land and bind myself, my heirs, executors and administrators forever to defend by virtue of these presents.

IN WITNESS HEREOF, I have hereunto set my hand and seal the day and year first above written.

Signed, sealed, and delivered
in the presence of:

George E. Perkins Sr. (L.S.)
George E. Perkins, Sr.

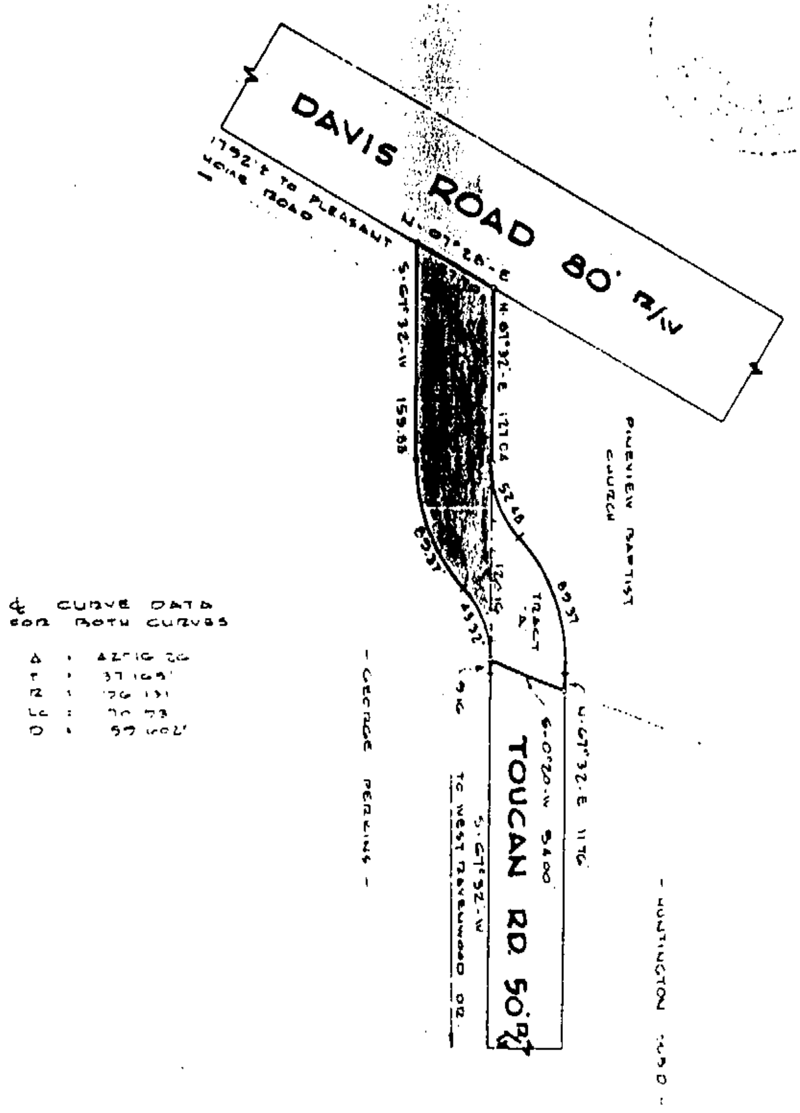
Notary Public, Richmond County, Gorgia.
Expires 2/1/81

(L.S.)

8/25/78

Jack D. Butler

In my opinion, this plat is a correct representation of the land platted and has been prepared in conformity with the minimum standards and requirements of law.



PLAT for **PINEVIEW BAPTIST CHURCH**

LOT No. BLOCK No. LOCATED SOUTH OF MARTINEZ

SCALE 1" = 100' RICHMOND CO., GEORGIA DATE JULY 19 1978

PREPARED BY

Ayer, Barker, Graham & Associates, Inc.

CONSULTING ENGINEERS & LAND SURVEYORS
510 WALKER STREET AUGUSTA, GEORGIA 30902

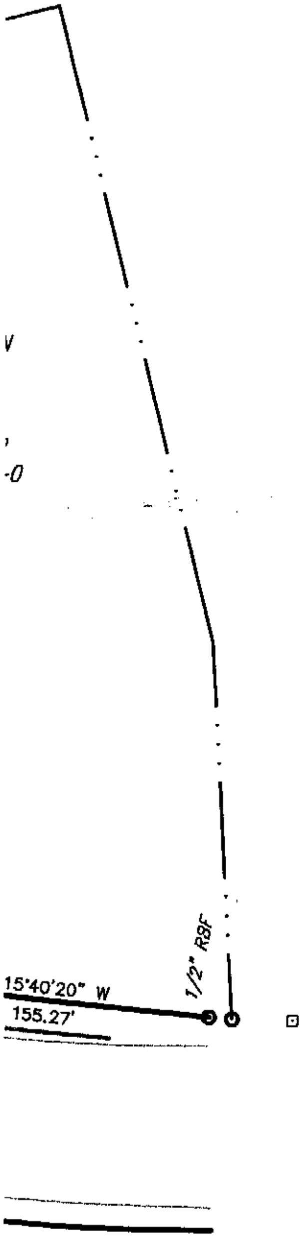
BRUNING 40-21 30872-1

GEORGIA: Richmond County, Clerk Superior Court
Filed for Record Aug. 25 1978 at 2:07 o'clock
Recorded Aug. 25 1978

LINE TABLE	
BEARING	DISTANCE
N 15°53'53" E	21.03'
S 63°52'23" W	20.02'
S 67°54'26" W	36.01'
S 22°15'36" E	4.26'
N 66°26'26" E	145.58'
S 56°53'15" W	61.09'
S 59°56'37" W	52.12'
S 58°47'13" W	116.06'

GEORGIA REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 2270
RANDELL E. COOK

5-1-08



PROPERTY SURVEY
PREPARED FOR

GEORGE E. PERKINS, SR.
AND
JOYCE B. PERKINS

SHOWING PROPERTY LOCATED IN THE 90TH G.M.D.
OF RICHMOND COUNTY, GEORGIA

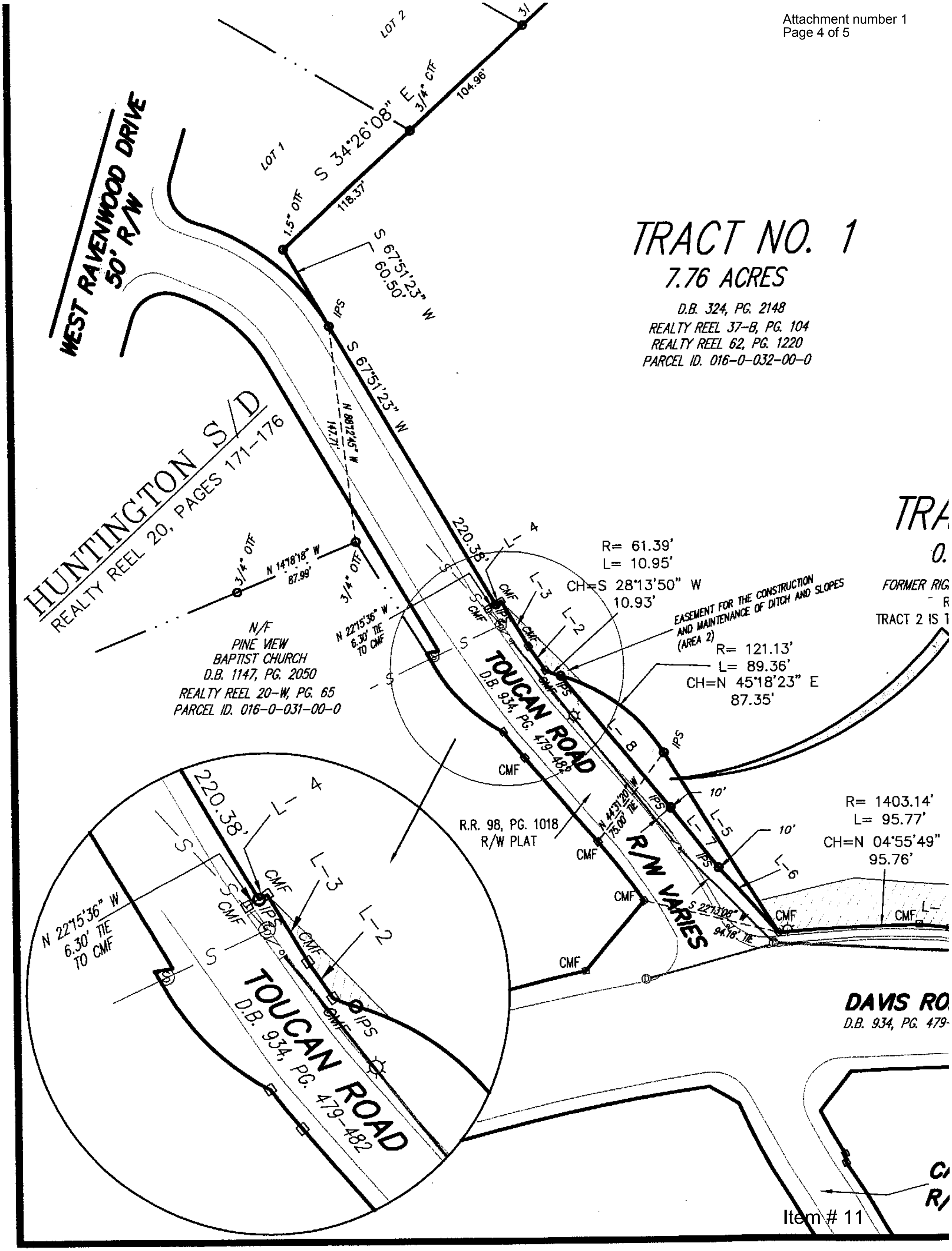
PREPARED BY:

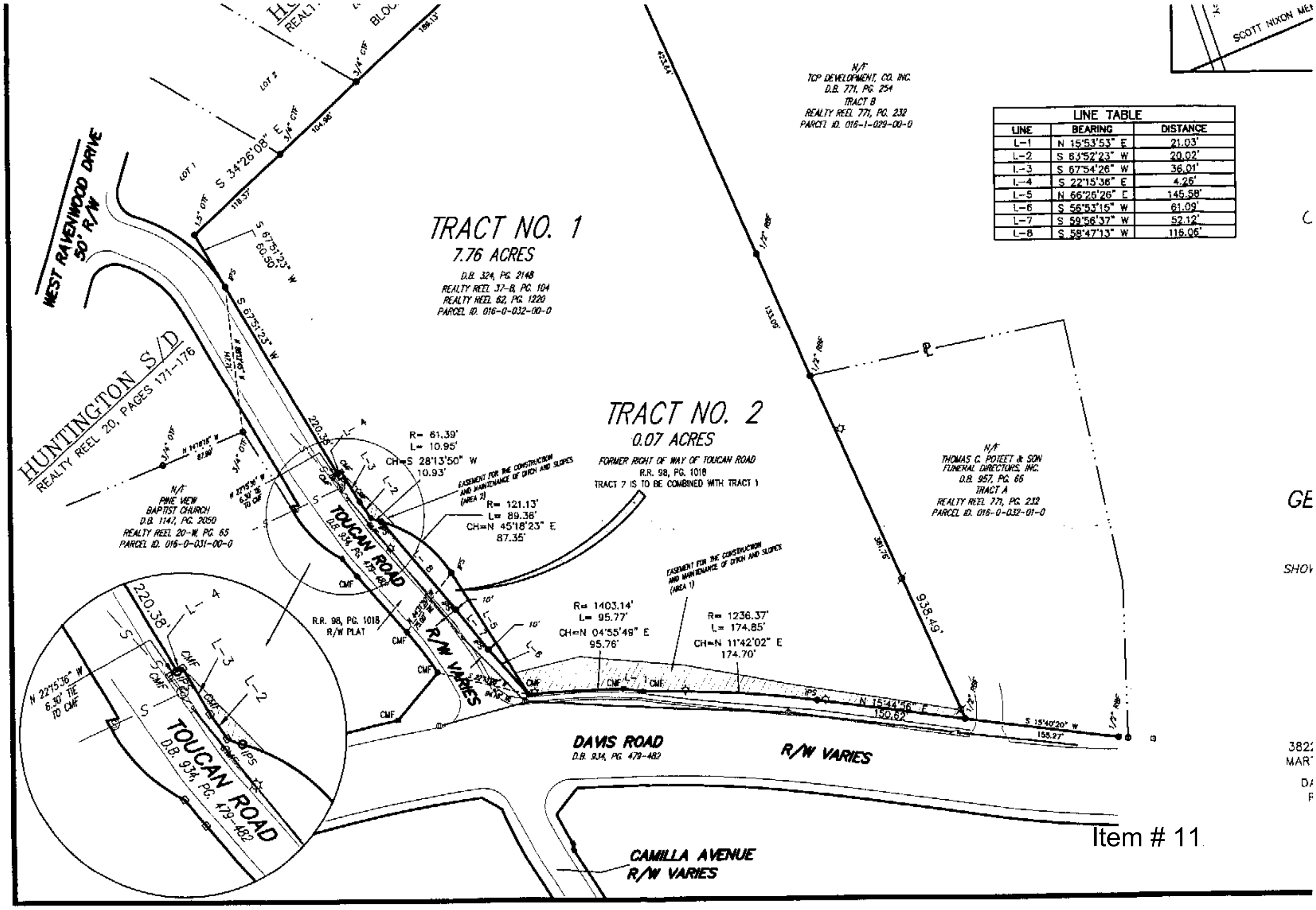
H & C
Surveying, Inc.

3822–E COMMERCIAL COURT P. O. BOX 211525
MARTINEZ, GA. 30917 PHONE (706) 863–3483

DATE : APRIL 1, 2008 SCALE : 1" = 80'
REVISED: MAY 1, 2008 (ADDED TRACT 2)

JOB NO.: 080206


LOT 2
3/
S 34°26'08" E
3/4" CTF
104.96'
LOT 1
1.5" OTF
118.37'
WEST RAVENWOOD DRIVE
50' R/W
S 67°51'23" W
60.50'
IPS
S 67°51'23" W
N 88°12'45" W
147.71'
TRACT NO. 1
7.76 ACRES
D.B. 324, PG. 2148
REALTY REEL 37-B, PG. 104
REALTY REEL 62, PG. 1220
PARCEL ID. 016-0-032-00-0
HUNTINGTON S/D
REALTY REEL 20, PAGES 171-176
3/4" OTF
N 14°18'18" W
87.99'
3/4" OTF
N 22°15'36" W
6.30' TIE
TO CMF
N/F
PINE VIEW
BAPTIST CHURCH
D.B. 1147, PG. 2050
REALTY REEL 20-W, PG. 65
PARCEL ID. 016-0-031-00-0
220.38'
L- 4
CMF
L-3
L-2
R= 61.39'
L= 10.95'
CH=S 28°13'50" W
10.93'
EASEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF DITCH AND SLOPES (AREA 2)
R= 121.13'
L= 89.36'
CH=N 45°18'23" E
87.35'
TRA
0.
FORMER RIG
R
TRACT 2 IS T
S
S
S
IPS
CMF
TOUCAN ROAD
D.B. 934, PG. 479-482
L-8
IPS
CMF
N 44°31'20" W
75.00' TIE
10'
L-5
L-7
IPS
10'
L-6
R= 1403.14'
L= 95.77'
CH=N 04°55'49"
95.76'
R.R. 98, PG. 1018
R/W PLAT
CMF
R/W VARIES
CMF
S 22°13'08" W
94.18' TIE
CMF
CMF
CMF
L-
DAVIS RO
D.B. 934, PG. 479-
220.38'
L- 4
CMF
L-3
L-2
S
S
CMF
S
IPS
CMF
N 22°15'36" W
6.30' TIE
TO CMF
CMF
IPS
TOUCAN ROAD
D.B. 934, PG. 479-482
C
R



LINE TABLE

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L-5	N 66°26'26" E	145.58'
L-6	S 56°53'15" W	61.09'
L-7	S 59°56'37" W	52.12'
L-8	S 58°47'13" W	116.06'

Augusta
GEORGIA

Engineering Services Committee Meeting
7/28/2008 12:50 PM
Street Lighting Increase

Department: Steven Cassell, Asst. Director, Traffic Engineering

Caption: Motion to increase the rates for providing street lights in the suburban districts as requested by the Traffic Engineering Section.

Background: Rates for the suburban street lighting districts have remained unchanged for over 10 years. During that time the costs of power has increased significantly to the point that currently there is a shortfall in the street lighting budget that is currently being subsidized by the general fund. The proposed increases, which are provided for each district in the attached, will cover this shortfall.

Analysis: The proposed increases are based on power usage and required maintenance for each district. For existing districts, the proposed increases range from $0.05 to $0.24 per linear foot of street frontage. Based on an average street frontage of 100 feet, this translates into increases of between $5.00 and $24.00 per year. All new districts are charged higher rates for a period of four years to pay for installation as well as electricity and maintenance during that period. At the end of the four year period, these rates drop to lower rates to cover only electricity and maintenance costs. For new systems the proposed rate increases range from $0.20 to $0.30 per linear foot of frontage. Based on and average street frontage of 100 feet, this translates into increases of between $20.00 and $30.00 per year for the four year period.

Financial Impact: The proposed increases will provide additional revenues to cover shortfalls for the fund which are currently being subsidized by the general fund.

Alternatives: 1) Approve the proposed rate increase. 2) Do not approve.

Recommendation:	Approve option 1.
Funds are Available in the Following Accounts:	276-00-0000-3432110

<u>REVIEWED AND APPROVED BY</u>:

Finance.
Administrator.
Clerk of Commission

Suburban Street Light District Summary

Rate ID	Utility	Description/Distribution	Type	Light Wattage	Total Frontage (ft)	Old Rate ($/ft)	Proposed Rate ($/ft)	Net Increase ($/ft)
GPO1	Georgia Power	Overhead	Existing	100	750,375.00	$0.32	$0.42	$0.10
GPO2	Georgia Power	Overhead	Existing	100 & 150	770,666.00	$0.33	$0.45	$0.12
GPO3	Georgia Power	Overhead	Existing	150	476,779.00	$0.32	$0.42	$0.10
GPO4	Georgia Power	Overhead	Existing	150	35,576.00	$0.37	$0.47	$0.10
GPO5	Georgia Power	Overhead	Existing	250	12,404.00	$0.38	$0.48	$0.10
GPO6	Georgia Power	Overhead	Existing	400	9,399.00	$0.39	$0.49	$0.10
GPU1	Georgia Power	Underground	New Installation	150	-	$0.55	$0.85	$0.30
GPU2	Georgia Power	Underground	Existing	150	395,133.00	$0.31	$0.45	$0.14
GPU3	Georgia Power	Underground	Existing	250	3,651.00	$0.60	$0.65	$0.05
GPD1	Georgia Power	Decorative	New Installation	150	101,583.00	$0.90	$1.15	$0.25
GPD2	Georgia Power	Decorative	Existing	150	197,983.00	$0.45	$0.65	$0.20
PEO1	Planter's Electric	Overhead	Existing	100	5,415.00	$0.30	$0.41	$0.11
JEO1	Jefferson Electric	Overhead	Existing	100	207,994.00	$0.30	$0.41	$0.11
JEO2	Jefferson Electric	Overhead	Existing	100 & 150	495,921.00	$0.31	$0.43	$0.12
JEO3	Jefferson Electric	Overhead	Existing	150	57,156.00	$0.30	$0.41	$0.11
JEO4	Jefferson Electric	Overhead	Existing	100 & 400	-	$0.34	$0.50	$0.16
JEU1	Jefferson Electric	Underground	Existing	150	228,176.00	$0.29	$0.41	$0.12
JEU3	Jefferson Electric	Underground	New Installation	150	-	$0.50	$0.75	$0.25
JED1	Jefferson Electric	Decorative	New Installation	150	19,877.00	$0.75	$0.95	$0.20
JED2	Jefferson Electric	Decorative	Existing	150	89,353.00	$0.36	$0.60	$0.24

Engineering Services Committee Meeting
7/28/2008 12:50 PM
Traffic Counters Purchase/Replacement

Department: Steven J. Cassell, PE, PTOE, Asst Director Traffic Engineering

Caption: Motion to authorize Traffic Engineering to purchase/replace 25 Roadside Traffic Counters and Recorders from Control Specialists Company in the amount of $23,125.

Background: The Augusta-Richmond County Traffic Engineering Section of the Engineering Department currently has 25 roadside traffic counters that are over 10 years old. Through wear and tear as well as vehicular damage, these counters at times malfunction and yield inconsistent data or no data at all resulting in duplication of efforts. Moreover, the software that is used to download the data from the counters is obsolete and incompatible with current computer technology. The roadside counters are a necessary tool in providing accurate data in order to perform signal timing as well as to perform various other studies such as: Average Annual Daily Traffic, speed-volume studies, and vehicle classification studies that are used in planning efforts.

Analysis: RFPs were received on June 13, 2008 with Control Specialists Company providing the only complete bid package and price quote within the budget limits. Purchase price includes a $150 credit per controller for trade-in of existing equipment. To that end, it is the Traffic Engineering Section's recommendation to award this contract to Control Specialists Company.

Financial Impact: Funding is available in Capital Outlay for Noncapitalized Equipment from account number 272.04.1710/5316210.

Alternatives: 1) Authorize Traffic Engineering to purchase/replace 25 Roadside Traffic Counters and Recorders from Control Specialists Company in the amount of $23,125. 2) Do not approve.

Recommendation: Approve Alternative Number One

Funds are Available in the Following Accounts: 272.04.1710/5316210

REVIEWED AND APPROVED BY:

Finance.
Procurement.
Administrator.
Clerk of Commission

RFP #08-137

Roadside Traffice Counters/Recorders

for The City of Augusta Traffic Engineering Department

RFP Opening Date: Friday, June 13, 2008 at 11:00 A.M.

Vendors:	Original	7 Copies
Control Specialist Company 707 Nicolet Avenue Winter Park, FL 32789	Yes	YES
Transportation Control Systems 1030 86th Street Tampa, FL 33619	Non-Compliant State Immigration Forms, Request for Proposal Form, DBE Forms	

08-137

Evaluation Criteria for Roadside Traffic Counters/Recorders

Vendor: Control Specialist Company

Criteria for Evaluation	Weight	Score
A. Field Set-Up: Evaluation of field set up, weatherproofing, data collection, data transfer process/devices, accuracy and reliability of traffic data.	30%	30%
B. Data Collection/Analysis Software: Evaluation of data collection/analysis software, ability to import data as specified, report formats and adaptation to Traffic Engineering needs.	30%	30%
C. Warranty & Service Plan: Evaluation of warranty and availability of Service. The time for repair and availability of units to loan while service is being preformed. Evaluation the availability of technical support for software problems and hardware problems via phone.	20%	20%
D. Cost Proposal: Evaluation of price to Roadside Traffic Counters/Recorders and software provided.	20%	17%
Total	100%	97%

Augusta
GEORGIA
Procurement Department
Mrs. Geri Sams, Director

June 26, 2008

To: Steve Cassell, Assistant Director Traffic Engineering

Ref: RFP #08-137 Roadside Traffic Counters/Recorders
for Augusta Engineering Department

Enclosed is a copy of the only compliant submittal received as it relates to the above referenced RFP Item 08-137.

The evaluation committee consisting of the following people will meet to review the submittal on Tuesday, July 1, 2008 in the Procurement Conference Room at 10:00 a.m.

Steve Cassell	**Engineering**
Dennis Ellis	**Engineering**
Leonard Watts	**Engineering**
Felix Lewis	**Engineering**
Representative from Procurement	

Please be prepared to discuss your recommendations with the committee.

Thank you in advance for your prompt attention to this matter. Please do not hesitate to contact me if there are any questions on this item at (706) 821-2422.

Attached is an Evaluation Criteria Form.

Sincerely,

Geri nw

Geri A. Sams, Director
Procurement Department

GAS/nw

Attachment (as indicated)

cc: Abie Ladson, Director Engineering
All Committee Members

July 1, 2008

FAXED/MAILED

Control Specialist Co.
Attn: Bill Sick
707 Nicolet Avenue, Ste. 100
Winter Park, FL 32789

RE: RFP #08-137 Roadside Traffic Counters/Recorders for Traffic Engineering
RFQ Opening: June 13, 2008 @ 11:00 a.m.

Dear Mr. Sick,

Thank you for your response to the above reference RFP. We have completed our initial assessment of the submittals are requesting that you submit a Best & Final Fee proposal. The department has stated that they will be purchasing 25 units and will have 25 units available for a trade-in allowance. We are requesting that you include in your best and final offer any discount or trade-in allowances that you company may provide.

We kindly request that you submit your best and final proposal by either fax @ 706-821-2811 or via sealed envelope, to the below address:

Geri A. Sams, Director
Augusta Procurement Department
530 Greene Street – Room 605
Augusta, GA 30901

Responses must be received no later than 3 pm, July 3, 2008. Should you have any questions concerning this request, please do not hesitate to contact me at 706-821-2422.

Sincerely,

Geri A. Sams, Procurement Director

cc: Abie Ladson, Director Engineering
Steve Cassell, Traffic Engineering

```
*************** -COMM.    RNAL- ******************* DATE JUL-01-2008   *** TIME 12:29 ********

     MODE = MEMORY TRANSMISSION                     START=JUL-01 12:28     END=JUL-01 12:29

       FILE NO.=484

   STN NO.    COMM.    ABBR NO.     STATION NAME/TEL NO.     PAGES    DURATION

     001        OK        ☎         914076281932             001/001 00:00:23


                                                           -ARC PURCHASING              -

******************************************** -             - ***** -               - *********
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Augusta
GEORGIA

Procurement Department

Mrs. Geri Sams, Director

July 1, 2008

FAXED/MAILED

Control Specialist Co.
Attn: Bill Sick
707 Nicolet Avenue, Ste. 100
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Sincerely,

Geri NW

Geri A. Sams, Procurement Director

cc: Abie Ladson, Director Engineering
Steve Cassell, Traffic Engineering

Control Specialists Company
Traffic Systems Since 1965
707 Nicolet Avenue-Suite 100
Winter Park, Florida 32789
Ph: (407) 628-1965 - Fax: (407) 628-1932

FACSIMILE TRANSMITTAL SHEET

To: Geri Sams	**From:** Lindy Hipple
FAX NUMBER: 706-821-2811	**Date:** 7/2/2008
COMPANY: Augusta GA	**TOTAL NO. OF PAGES INCLUDING COVER:** 2
PHONE NUMBER: 706-821-2422	**SENDER'S EMAIL ADDRESS:** lindy@controlspecialists.com
Re: RFP #08-137 Trade In Discount Offer	**WEBSITE:** http://www.controlspecialists.com

☐ URGENT ☐ FOR REVIEW ☐ PLEASE COMMENT ☑ PLEASE REPLY ☐ PLEASE RECYCLE

NOTES/COMMENTS:

Thank you!

Lindy

Control Specialists Company
Traffic Systems since 1965
http://www.controlspecialists.com
email: lindy@controlspecialists.com

COST PROPOSAL

For:

CITY OF AUGUSTA GEORGIA
REQUEST FOR PROPOSAL
ITEM #008-137
ROADSIDE TRAFFIC COUNTERS/RECORDERS
FOR TRAFFIC ENGINEERING

Ship to:

Project Name: RFP#08-137

Quote Number:
LH080609-AUGMC25
W/TRADE-IN ALLOWANCE

Revised RFP Response Date:
6/9/2008
Please refer to quote number when placing order.

Part Number	Description	Qty	Unit	Unit Price	Ext. Price
5600P2MPKG	METROCOUNT 5600 SERIES COUNTER/CLASSIFICATION SYSTEM TO INCLUDE:	25	EA	$ 1,075.00	$ 26,875.00
	METROCOUNT COUNTER CLASSIFIER, 1EA. MTE OPERATING SOFTWARE, 2 EA. PC INTERFACE DOWNLOAD CABLES, 2 EA. POCKET PC'S, 2 EA. POCKET PC INTERFACE CABLES, 50 EA. ROAD TUBES, 50 EA. C-CLAMPS, 50 EA. FIGURE 8 CLAMPS, 200 EA. 2-1/2" PK NAILS. THIS PRICE ALSO INCLUDES ONE DAY OF ON SITE TRAINING FOR ENGINEERING PERSONNEL.				
	TRADE IN ONE FOR ONE - COMPETITOR TRAFFIC COUNTER	25	EA	$ (150.00)	$ (3,750.00)
	NOTE: SHIPPING CHARGES FROM CONTROL SPECIALISTS COMPANY'S FACILITY ONLY				
					$ 23,125.00

Important:
Prices are valid for 60 days from Quote Date on quantities only, unless extended in writing. Purchase Order must be received by Control Specialists Company within 120 days of Equipment Quotation Date

Authorized Signature: Lindy Hipple (Ext 211)

Lindy Hipple

Bidders List

Bid Item # 08-137 Cost $________

#	Company Name	Complete Mailing Address	Date	Spec. #	Initials	Mailed by
1	Control Specialist 707 Nicolet Avenue, Ste 100 Winter Park, FL 32789 Attn: Terrence Tomlin		5/8/08			SP
2						
3						
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14						
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16						

User: Mills, Phyllis Organization: City of Augusta, GA (Augusta Commission) Logout | Help

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Planholders List

Member Name City of Augusta, GA (Augusta Commission)

Bid Number RFP-08-137-0-2008/PJM

Bid Name Roadside Traffic Counters/Recorders

1 Document(s) found for this bid

10 Planholder(s) found.

Add Planholder

Supplier Name ▲	Phone	Fax	Doc Count	Attributes	Programs	Actions
Arcadis	7704318666	7704352666	1			Documents
Comade, Inc.	9494740160	9494740161	1	1. Small Business		Documents
CONTROL SPECIALISTS COMPANY-Not Renewing per Mike	4076281965	4076281932	1			Documents
EES Consulting, Inc.	4046273611	4046034821	1	1. Small Business		Documents
Federal Signal Corp - Emergency Products	7085343400	1111111111	1			Documents
Matlack Sales and Marketing Inc.	9108688723	9108684869	1	1. Woman Owned		Documents
Mullins Law Firm, P.C.	7067241357	7067240453	1			Documents
Onvia, Inc. - Content Department	2063739500	8882637801	1			Documents
Street Smarts	7708130882	0000000000	1			Documents
Transportation Control Systems, Inc.	8136302800	8136302801	1	1. Small Business		Documents

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Format for Printing No

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Item # 13

FYI: Process regarding Request for Proposals

(3) The character, integrity, reputation, judgment, experience, and efficiency of the bidder,

(4) The quality of performance on previous contracts,

(5) The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services,

(6) The sufficiency of the financial resources of the bidder relating to his ability to perform the contract,

(7) The quality, availability, and adaptability of the supplies or services to the particular use required, and

(8) The number and scope of conditions attached to the bid by the bidder.

(j) *Award to other than low bidder.* When the award is not given to the lowest bidder, a full and complete statement of the reasons for placing the purchase order or other contract elsewhere shall be prepared and signed by the Procurement Director and/or Administrator and made part of the record file for audit proposes.
(Ord. No. 6939, § 16, 1-2-07)

Sec. 1-10-44. Request for proposals.

Request for proposals shall be handled in the same manner as the bid process as described above for solicitation and awarding of contracts for goods or services with the following exceptions:

(a) Only the names of the vendors making offers shall be disclosed at the proposal opening.

(b) Content of the proposals submitted by competing persons shall not be disclosed during the process of the negotiations.

(c) Proposals shall be open for public inspection after the award is made.

(d) Proprietary or confidential information, marked as such in each proposal, shall not be disclosed without the written consent of the offeror.

(e) Discussions may be conducted with responsible persons submitting a proposal determined to have a reasonable chance of being selected for the award. These discussions will only be for the purpose of clarification to assure a full understanding of the solicitation requirement and responsiveness thereto.

(f) Nonmonetary revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offers.

(g) In conducting discussions with the persons submitting the proposals, there shall be no disclosure of any information derived from the other persons submitting proposals.

Sec. 1-10-45. Sealed proposals.

(a) *Conditions for use.* The competitive sealed proposals method may be utilized when the Augusta-Richmond County Administrator approves the written justification of the Procurement Director or using agency head that the sealed bid method is not in the best interest of Augusta-Richmond County. Generally, this method may be used when competitive sealed bidding (involving the preparation of detailed and specific specifications) is either not practicable or not advantageous to Augusta-Richmond County. In the case of procurement computer software, for example, it is in the best interest of Augusta-Richmond County to specify functional requirements and outputs, and allow the bidders to propose based on the closest available product(s) and software or software development services meeting our needs.

(b) *Request for proposals.* Competitive sealed proposals shall be solicited through a request for proposals (RFP).

(c) *Public notice.* Adequate public notice of the request for proposals shall be given in the same manner as provided in section 1-10-43(c)(Public Notice and Bidder's List); provided the normal period of time between notice and receipt of proposals minimally shall be fifteen (15) calendar days.

(d) *Pre-proposal conference.* A pre-proposal conference is not required but recommended for purposes of expounding on the requirements and

FYI: Process regarding Request for Proposals

soliciting vendor/contractor input. Such conferences should be scheduled at least five (5) days prior to the date set for receipt of proposals, and notice shall be handled in a manner similar to section 1-10-44(c)-Public Notice and Bidder's List.

(e) *Receipt of proposals.* Proposals will be received at the time and place designated in the request for proposals, complete with bidder qualification and technical information. 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 response until after award of contract. A record of all responses shall be prepared and maintained for the files and audit purposes.

(f) *Public inspection.* The responses will be open for public inspection only after contract award. Proprietary or confidential information marked as such in each proposal will not be disclosed without written consent of the offeror.

(g) *Evaluation and selection.* The request for proposals shall state the relative importance of price and other evaluation factors that will be used in the context of proposal evaluation and contract award. (Pricing proposals will not be opened until the proposals have been reviewed and ranked).

(1) Selection committee. A selection committee, minimally consisting of representatives of the procurement office, the using agency, and the Administrator's office or their choice shall convene for the purpose of evaluating the proposals.

(2) Preliminary negotiations. Discussions with the offerors and technical revisions to the proposals may occur. Discussions may be conducted with the responsible offerors who submit proposals for the purpose of clarification and to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals and such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of information derived from proposals submitted by competing offerors.

(h) *Final negotiations and letting the contract.* The Committee shall rank the technical proposals, open and consider the pricing proposals submitted by each offeror, and request final and best offers from the top ranked three firms if available. Award shall be made or recommended for award through the Augusta-Richmond County Administrator, to the responsible offeror whose proposal is determined to be the most advantageous to Augusta-Richmond County, taking into consideration price and the evaluation factors set forth in the request for proposals. 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 Article 10, section 1-10-71 of this chapter.
(Ord. No. 6939, § 16, 1-2-07)

Sec. 1-10-46. Authority to contract for special services.

As used in this section, special services are those professional services, such as those provided by physicians, architects, ministers, engineers, accountants and attorneys, which are normally obtained on a fee basis. In the procuring of professional services those departments which normally utilize such services may contract on their behalf for such service in accordance with this article provided that the following requirements are met:

(a) The department must solicit the best possible contract with the person providing the professional service.

(b) Negotiation with the person providing professional services shall include the department head and the Augusta-Richmond County Administrator.

(c) The department shall obtain the approval of the Commission.

Augusta
GEORGIA

Engineering Services Committee Meeting
7/28/2008 12:50 PM
Utilities Contract with Logicalis, Inc. for Call Center Software

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Department: Utilitites; Drew Goins, Interim Director

Caption: Approve contract with Logicalis, Inc. to provide Call Center Management Software and Implementation Services to Augusta.

Background: The Augusta Utilities Department (AUD) currently uses the city's Cisco Voice-Over-Internet-Protocol (VOIP) phones and phone software in order to perform customer service within their two locations (Greene St and Peach Orchard Rd). Augusta IT has set up the phones so that call routing can be set up in order to ensure that calls are managed effectively, but the current call management software does not provide many customer-service oriented functions that AUD desires. The current solution, while serviceable, is not a true "call center" software that permits supervisors to use the system as a training tool, gather usage statistics, monitor customer-employee contact to determine if customer service obligations are being fulfilled and store calls for future reference. The current system does not offer these capabilities. AUD also has a limited IVR (Interactive Voice Response) system which customers can use to check their utility account balances and even arrange to pay their bills, but there have been no improvements on this system for several years.

Analysis: Augusta released RFP 07-165 in 2007 and Logicalis was selected as the vendor of choice by the Augusta Utilities Department. AUD worked closely with Augusta Information Technology (IT) to determine that the technical solution was viable in our operating environment. The system proposed by Logicalis leverages the city's existing investment in Cisco telephony equipment by incorporating the Cisco Unified Call Center (UCCX) solution and replacing the current IVR with a fully Cisco-compatible solution, which will eliminate existing problems with determining which vendor/interface is at fault in case of a technical problem. Additionally, the Cisco Call Manager contains the tools that AUD desires to ensure that employees are providing the expected level of service by offering supervisors the ability to monitor and interrupt calls, as well as track statistics (total calls received, average time to close out a call, etc) and provide detailed reporting that can be broken down to the specific operator level. Calls can also be recorded. Finally, the system is capable enough to manage both AUD customer service centers (Greene Street and Peach Orchard Road) as though they were located in one facility.

Financial Impact: The total cost of the software and implementation should not exceed $157,885.00. The funds were budgeted and are available in 506043210-5426110

Alternatives: 1.Approve recommendation 2.Do not approve and risk customer service problems in the call center.

Recommendation: Approve Contract with Logicalis, Inc. to provide Call Center Management Software and Implementation Services to Augusta

Funds are Available in the Following Accounts: 506043210-5426110

<u>REVIEWED AND APPROVED BY</u>:

Procurement.
Information Technology.
Finance.
Administrator.
Clerk of Commission

LOGICALIS experience IT

3440 Preston Ridge Rd. Suite 200
Alpharetta, GA 30005

City of Augusta
530 Greene St Annex 101
Augusta, Georgia 30911

Attn: Mr. Mike Blanchard
Assistant Director, Information Technology Department
Blanchard@augustaga.gov
(706)821-2862

Dear Mike:

Logicalis is pleased to participate in City of Augusta's Cisco CallManager (CCM) software upgrade and Cisco Unified Contact Center Express (UCCX) Implementation project. As detailed below, the technical services provided will be accomplished with Logicalis' continuing commitment to providing first-rate professional services utilizing the cumulative experience and resources of our Professional Services staff.

City of Augusta currently uses the Cisco IP Telephony with Two CallManager servers running CCM 4.2(1) software on a DL380 G4 (3.4Ghtz, 4BG RAM, 4x72GB HD) hardware platforms, and Unity server running UM 4.1 software on a DL380 G4 (3.8Ghtz, 4BG RAM, 4x72GB HD) hardware platform integrated with MS Exchange 2003.

City of Augusta currently supports their customer services call center using the Cisco CCM hunt group, TelePath IVR system and enQuesta customer account management and billing systems. The customer service agents service the callers either with the customer information popped up on their PC screen automatically if the caller enters their account #/primary telephone number/the last four digits of their SSN#, or manually enter the caller account # and has the customer information popped up on their screen if the callers fail to enter their account #/primary telephone number/the last four digits of their SSN#.

City of Augusta has a need for assistance to upgrade their Cisco CallManager software and install Cisco's Unified Contact Center Express solution.

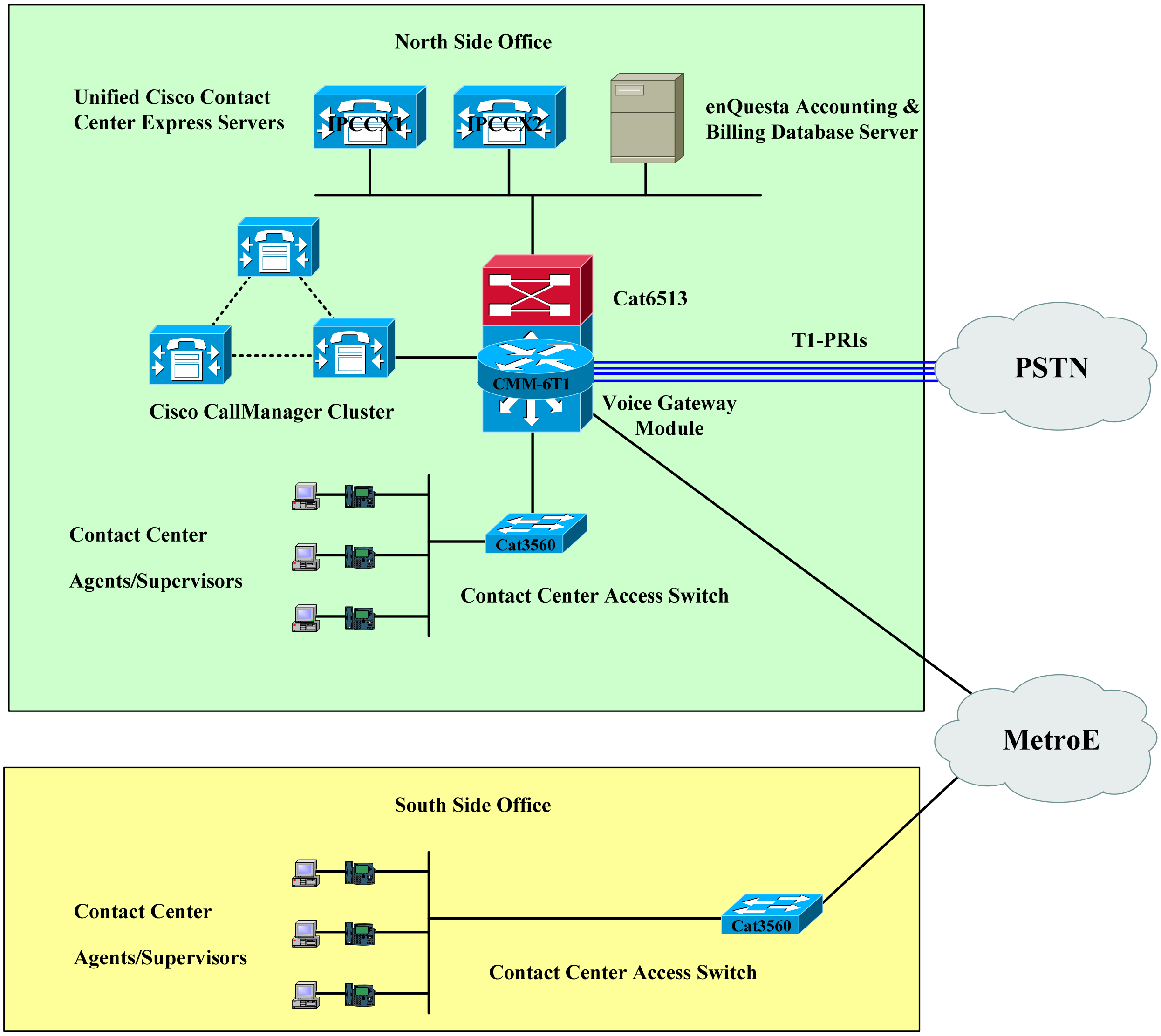
Design Description:

The Cisco Unified Contact Center Express design Logicalis has chosen is shown in the diagram on the next page. This CCM upgrade and UCCX implementation project is divided into two phases to implement.

Phase I
Cisco CallManager software upgrade

Upgrade the existing Cisco CallManager cluster from version 4.2(1) to 6.1 on the existing hardware DL380 G4 server platform. This upgrade will involve the OS change from MS Window to Linux. This CCM software upgrade is required prior to implement the Phase II of the project in the next section.

Phase II
Cisco Unified Contact Center Express (UCCX) Implementation



City of Augusta will migrate its customer service call center function from the TelePath IVR system to the IP contact center based on Cisco Contact Center Express solution working with the enQuesta customer account management and billing systems. The proposed Cisco UCCX 5.0 solution consists of a pair of HP ProLiant DL380 G5 HA hardware servers, 20 concurrent UCCX Premium seat licenses and 10 Preview Blended Outbound seat licenses shared between the agents and supervisors between the two call center offices as shown in the following page. Scripting is required to pop the caller's account information on agent's PC screen based on caller's account #/primary telephone number/the last four digits of their SSN#.

Calls destined to the customer service call center will use the existing voice gateway module within the Cat6513 to reach the contact center. Contact center agents will use Cisco IP phones to handle incoming calls. Calls waiting in queue will be terminated on the UCCX server where callers will hear hold messages.

Customer service call center agents will interact with the call center through Cisco's Agent Desktop (CAD). CAD offers agents the ability to alter logged in/logged out and ready/not ready states at the touch of a button. It also provides real-time chat between agents and supervisors, banner messages from supervisors to all agents, call details (calling number, called number, time in queue, etc.) on the desktop.

The installation will include on demand call monitoring, recording and standardized pre-packaged reporting. City of Augusta has the capability to integrate with various third-party call recording, screen capture and reporting solutions for enhanced functionality.

The installation will also include the database integration with the existing Oracle-based enQuesta customer account management and billing systems for callers to access their account balance, last payment information and to make payment on their account. For making a payment the IVR will capture the payment information and will write it to a database table from which the City of Augusta will process the payment. The self-serving past month (water & sewer) usage, amount due and last payment function will be provided by querying the enQuesta customer database and delivering the content to the user via voice scripts which will be provided by the City of Augusta.

The solution will contain up to five queues. All agents can serve any of the five queues based on their skills. There are less than 3 scripts and each of the scripts has no more than three layers of tree structure. The UCCX server will be located at the Augusta, GA Data Center with the CUCM cluster.

The solution will also contain outdial functionality for customer shutoff notifications.

The Back Door Telephony Interface currently on the TelePath IVR system as described in the Specifications For Telepath IVR System will not be implemented on the UCCX system due to lack of knowledge from the City of Augusta. A change control will be used to add this task to the project if the needs change.

Tasks and Activities:

The tasks and activities to be performed by Logicalis at your request are:

1. Project Overview

   The following paragraphs describe the steps for solution delivery of an UCCX basic call center for City of Augusta. Logicalis consultants provide post-sales infrastructure and IP Telephony design, implementation and support. Logicalis also assigns a Project Manager to coordinate resources and oversee the implementation.

   This Statement of Work proposes services on a time and materials basis. As such, some of the steps outlined below may not be required based on the information provided and work performed by City of Augusta's staff.

   It is important to note that every effort has been made to provide an accurate estimate of the effort required to implement this project based on the information provided by City of Augusta. Modifications to the design and implementation plan could change the hours required to complete this project and would be handled *via* the change order process.

2. Project Acceptance

   - Statement of Work signed.
   - Equipment Ordered.

3. Planning and Introduction Teleconference

   - Project Manager and engineer(s) identified.
   - Status of equipment delivery is reviewed.
   - City of Augusta contacts for the project are identified.
   - Users and extensions discussed; BAT template sent to City of Augusta to identify extensions, user names, and user IDs.

- Call flows and Auto Attendant are discussed.
- Call flow templates sent to City of Augusta for preliminary input.
- Preliminary exchange of information and documentation begins.

4. Project Kick-off Meeting

- Project manager, primary, and secondary engineers introduced.
- Status of equipment delivery is reviewed.
- The preliminary “high level” project plan is presented and reviewed.
- Adjustments are made to project plan as required.
- Discuss the roles and responsibilities as defined in the project plan.
- Review the broad range of services, risk factors, timelines, milestones, and contingencies affecting the project.

5. Technology Meetings

During this phase of the project a Logicalis consultant will meet on-site to begin the discovery phase. The time required to complete the technology meetings can vary based on the City of Augusta’s knowledge of the existing infrastructure, current configuration, and future requirements. Topics covered include:

  - Contact center business requirements.
  - Overall call flow requirements.
  - Time of day routing.
  - Day of week routing.
  - After-hours call handling.
  - Agent skill groups and skills-based routing (if required).
  - Greetings and recordings.
  - Cisco Agent Desktop (CAD) installation.
  - Database access
  - Access to Customer data tables
  - Payment information data tables

6. Implementation Design and Configuration Acceptance

Based on criteria developed during the technology meetings, detailed project documentation is compiled, and the project plan is modified as required. To ensure a successful deployment Logicalis will review all items below with the City of Augusta, GA and require signed acceptance of the following documentation prior to beginning the onsite implementation:

- UCCX call routing details
- Queue configurations
- Script configurations with tree structure details
- UCCX Server Installation Documentation (IP addresses, computer names, workgroups, DNS, gateway, …)
- enQuesta database integration details
- Acceptance Criteria Test Plan
- Completed project plan with dates and milestones for all phases of the project.

7. UCCX Implementation (Basic Incoming/outgoing Call Center)

  - Install UCCX servers at City of Augusta, GA location.
  - Integrate the UCCX server with City of Augusta, GA CallManager cluster.
  - Add CTI ports and route points for UCCX calls.

- Modify agent IP phone configurations to support IPCC Express.
- Develop queries for retrieving customer balance, last payment, and storing payments.
- Develop call routing script to send the key-stroke macro to the enQuesta application databases for related screen pops based on discovery meetings.
- Configure monitor, barge, intercept and call recording for supervisors
- Work with City of Augusta, GA to develop standard reporting options for monitoring agent performance
- Record prompts for the ACD (City of Augusta, GA staff will be responsible for recording the content of the prompts. Logicalis will assist with the recording process.)
- Test and troubleshoot the script as required.
- Install Cisco Agent Desktop (CAD) software on PCs provided by City of Augusta, GA. This activity is performed by by City of Augusta, GA. City of Augusta, GA will be responsible for ensuring agent PC's are suitable for installing CAD. Logicalis consultant will show by City of Augusta, GA personal how to install CAD on PCs provided by City of Augusta, GA and test for CAD proper communication with the Cisco UCCX server.

8. Acceptance Testing

- Review call flows/queues/scripts
- Test recording
- Test CADs
- Logicalis will apply the acceptance testing criteria to the deployed solution. Any unacceptable results are corrected and documented. This criterion was developed during the *Technology Meeting* task (see above, Task 5).
- Document acceptance-testing results.
- Sign-off on the acceptance-testing by both Logicalis and City of Augusta, GA at the completion of the testing phase.

9. Post Implementation/Cut-over Support

A Logicalis consultant will provide post installation/cut-over support to ensure a smooth transition to the UCCX solution. Logicalis recommends a minimum of 16 hours of support following the IPT cut-over. Support tasks include:

- Assist users with questions, concerns, or issues using the UCCX system.
- Monitor the new environment for stability.
- Troubleshoot any issues that arise related to the implementation and cut-over.

10. Completion Criteria

For the purpose of clarification and completion of the implementation a workable and usable IP telephony solution is described as follows:

- The Cisco IPCC solution is installed and configured as agreed upon and signed as a result of the *Technology Meeting* task (see above, Task 5 and Task 6)
- Agent is able to receive inbound calls via the appropriate queue.
- Supervisors are able to monitor/ record calls
- After hours/holiday hours calls are directed appropriately
- Customers receive proper account and last payment information
- Payments are stored in the table for processing
- enQuesta screen is popped to the appropriate customer when proper info is supplied
- When the above requirements are met through installation and configuration Logicalis' obligations and expectations to both this document and will be completed. Any configuration

not shown above will and can be done on a time and material basis estimated on a per incident basis.

11. Training

- Agent training
    - Introduction
    - IPCC Client login
    - IPCC Client options (Ready, Not Ready, Reason Codes, and Agent Statistics etc.)
    - IPCC remote agent\queue call transfer
    - Hand-on
    - Q&A
- Admin Training
    - Introduction
    - Application administration login
    - Agent line configuration and user import in CCM
    - Agent user import from CCM to IPCC
    - Setting up CCM to interoperate with IPCC
    - Queue implementation
    - Skill assignments to the agents and queues
    - Agent assignments to the queue
    - Historical and real time reporting
    - Hand-on
    - Q&A
- Supervisor Training
    - Introduction
    - Supervisor login
    - Team management
    - Real time statistics of all the queues
    - Agent monitoring
    - Agent call recording and archiving
    - Team reports
    - Hand-on
    - Q&A

12. Project Management

Project management is an essential ingredient for the success of an IP Telephony project. The Project Manager will play a vital role coordinating resources and keeping the project on track. Project management time will be charged according to actual hours accrued. Details include:

- Project management tasks will be conducted throughout the duration of the project.
- A weekly conference call will be provided to communicate project milestones, project contingencies, issue tracking, and resource allocation.
- The Project Manager will provide weekly status reports on the hours worked and activities completed.
- The Project Manager will compile the project documentation developed during the course of the implementation and present it in electronic form at the completion of the project.

13. Deliverables

The deliverables for this engagement will include:

- Signed Scope of Work.
- Signed Design/Configuration Acceptance criteria (step 6)
- Project Change Orders (if any).
- Copies of all Configurations (Switches, Routers, Communications Manager, etc).
- Training Documents.
- Project Close Documents.

14. Documentation Review and Final Presentation

- Test & Acceptance criteria sign-off by Logicalis and City of Augusta.
- Project completion and satisfaction survey sign-off by Logicalis and City of Augusta.

Out of Scope:

All items not specifically detailed in the Tasks and Activities section above are considered out of scope. Examples of out of scope items are detailed in the Assumptions, Roles, and Responsibilities section of this statement of work.

Estimates:

The total estimated time to complete this project is 434 hours as detailed in Table 1 below.

Table 1:

Task	Description	Hours Estimate
1	Cisco CCM 4.2 to CUCM 6.1 software upgrade	24
2	Cisco UCCX Implementation and Testing	330
3	Database Integration and Testing	56
4	Cisco UCCX administration, Supervisor, and Agent Training	24
	Total	**434**

A status report summarizing hours of service and activities performed will be generated for each week in which service was delivered.

Estimates may change once the project has begun. Should additional time be required past the time estimate, a change control document will be presented for approval. No work will continue past the original estimated time without your signature on the change control document approving the additional time.

Pricing:

The professional services listed above will be provided as a time-and-material engagement. Pricing for these services will be billed at $187.50 per hour per service consultant with an 8-hour onsite minimum. Should any of this work be scheduled outside of normal business hours (8:00 AM – 5:00 PM, Monday through Friday), on a holiday, or on the weekend, a 50% uplift to the hourly rate may apply.

Travel expenses will be tracked separately and billed directly to the client. Travel expenses will include cost incurred from travel (airfare, rental car, mileage, tolls, and lodging). Meals, if any, will be billed at the per diem rate of $45. The amount does not include taxes, if any, which will be client responsibility.

Invoicing will occur once per month at month end.

This engagement is for services only. It is assumed City of Augusta will procure and have readily available appropriate hardware, licenses for software products, and features that are to be implemented. The delivery of services will be performed at a Logicalis facility and/or City of Augusta's Augusta, Georgia location as indicated above. This document is valid for 30 days from date of issue, for services completed within 180 days of acceptance.

Post-Project Support Option Descriptions:

In addition to the IP/T configuration and installation, Logicalis also proposes four post-project support options:

Option A: Logicalis IPC Gold Support

Logicalis will provide 24x7 remote <u>management</u> services for Communications Manager, Unity, Gateways, Switches, and Routers. Logicalis will monitor, notify, and resolve all service affecting incidents. The service includes the following reports:

• Summary Reports	Hourly, daily and monthly
• Forecast Reports	30, 60, 90 day
• Correlation Reports	Compare performance metrics for different devices
• Quality of Service Reports	Jitter, Latency, Packet Loss
• Historical Reports	Total Call Volume, Call Type Distribution
• Admin Reports	IP Telephony Inventory

Option B: Logicalis IPC Silver Support

Logicalis will provide 24x7 remote <u>monitoring</u> services for Communications Manager, Unity, Gateways, Switches, and Routers. Logicalis will monitor for all service affecting incidents and notify City of Augusta for City of Augusta's resolution. For the first month, this service includes a ten (10) hour retainer for remediation and administrative tasks (moves, adds, changes) at a rate of $125 per hour. Support requests that exceed the retainer will be charged at the standard time-and-materials rate of $150 per hour.

Option C: Logicalis IPC Standard Support

Logicalis will provide a retainer service for remote IPC support at $125 per hour. For the first month, this service includes a twenty (20) hour retainer for remediation and administrative tasks (moves, adds, changes) at a rate of $125 per hour. For subsequent months, the retainer is five (5) hours at a rate of $125 per hour. Support requests that exceed the retainer will be charged at the standard time-and-materials rate of $150 per hour. Logicalis will provide a remote response to all requests within one business day (7AM – 7PM EST, Monday – Friday) of receipt of the request.

Option D: No Logicalis IPC Support

City of Augusta is comfortable with its abilities to provide "Day 2" support and does not wish to contract with Logicalis for any post-implementation support.

Post-Project Support Option Selection:
Gold: Post-Implementation Managed Service
Option A: $2310 Per month (estimate)
Start-up fees estimate is $2200)
Detailed Statement of Work to be provided.
☐ Accept option

Silver: Post-Implementation Monitoring Service

Option B:	$1515	For first month (estimate). Start-up fees estimate is $2200) Detailed Statement of Work to be provided. ☐ Accept option

Standard: Post-Implementation Remote Support Retainer Service

Option C:	$2,500	(20 hours @ $125 per hour for the first month)
	$625	(5 hours @ $125 per hour for subsequent months). Travel expenses not included.) ☐ Accept option

No Post-Implementation Support

Option D:		No Logicalis post-implementation support ☐ Accept option

Assumptions, Roles and Responsibilities

The IP Telephony project quoted in this proposal is based on the following assumptions, roles, and responsibilities:

Facilities

- City of Augusta will be required to provide an adequate environment for any equipment to be installed, including, but not limited to: power, lighting, cabling, UPS systems, temperature, climate controls and racks.
- City of Augusta will be required to provide appropriate workspace for Logicalis' consultants, with desk, phone, and network connectivity.

Information

- The recommendations within this proposal are based on the information gathered from City of Augusta. Some of the design and services are the result of certain assumptions. Logicalis reserves the right to re-address this response to arrive at a finalized design if additional details are discovered / disclosed that were not initially provided by City of Augusta.
- City of Augusta will be required to provide current IP addressing scheme.
- City of Augusta will be required to provide a complete extension overview and network 4/5-digit dialing plan.
- Based on modifications in the information collected, any modifications to the solution proposed, or any clarifications provided to the information presented, Logicalis reserves the right to modify its proposal accordingly.

Resources and Access

- City of Augusta will be required to provide a dedicated project resource(s) for project participation.
- On occasion, Logicalis could require supervisory access to key infrastructure components within City of Augusta's environment.
- Logicalis will require timely access to City of Augusta technical and administrative personnel during this engagement.
- Project will be scheduled at a mutually agreeable time between Logicalis and City of Augusta.

Exceptions

- City of Augusta is responsible for ensuring their application databases - enQuesta customer account management and billing systems do support key-stroke macro.
- City of Augusta, GA will be responsible for ensuring agent PC's are suitable for installing CAD.
- City of Augusta, GA is responsible for providing the PC's and installing the Cisco Agent Desktop (CAD) software on PCs. Logicalis will demonstrate how to perform the (CAD) installation.
- City of Augusta, GA will be responsible for providing the voice scripts used in the self-serving past month (water & sewer) usage, amount due and last payment function.
- The Back Door Telephony Interface currently on the TelePath IVR system as described in the Specifications For Telepath IVR System will not be implemented on the Cisco UCCX system under this statement of work due to lack of information required to scope the services. Logicalis can address these requirements and prepare a change order for the additional services once those requirements are fully understood.
- Changes to network operating systems, addressing, Internet connectivity, workstation configurations or any work not explicitly stated within this proposal would be outside the scope of this proposal and are billable.
- City of Augusta will be responsible for all product-shipping charges. This includes shipping from Logicalis' facility to City of Augusta's facility, and shipping from the manufacturer to Logicalis' facility.
- Logicalis is not responsible for any work outside of the statement of work, the stated products, or software features that are listed on the proposal.
- Services rendered outside of scope and approved via the change control process would be billed at the time and materials rate.
- City of Augusta and Logicalis must approve and sign off on any work done out of scope before commencement of services.

Project Assumptions:

- The estimate provided is based on the UCCX requirements provided to Logicalis by City of Augusta, GA. Those requirements are detailed in this statement of work. Logicalis will work with City of Augusta, GA to develop the final UCCX configurations (queues, scripts, call routing, enQuesta database integration) during the technology meetings (task 5). Logicalis will require signed acceptance of the final configuration (task 6) prior to implementation. Any changes to the requirements as understood by Logicalis and detailed in this statement of work and/or configuration modifications after signed acceptance (task 6) would be handled via the Logicalis change control process. Any changes required could affect the consulting time required and overall cost of the project.
- The project will involve some 'transfer of knowledge.' The purpose of technology transfer is to explain what Logicalis accomplished and provide a high level overview of how it was accomplished. Clients without previous experience in the technology should not expect to become proficient as a result of technology transfer. Proficiency can only be achieved through formal training and experience.
- The terms of the Master Agreement between Augusta, GA and Logicalis, dated May 27, 2008, are incorporated herein by reference..
- For any product shipped to a Logicalis facility associated with this engagement, the customer will be billed for that product Net 30 upon shipment of the product to Logicalis by Cisco or authorized Cisco distributor.
- Only activities identified in this engagement letter will be performed. If other work is desired or additional activities are identified a change order or new statement of work will be required prior to completion of that work or those activities.
- Circuit provisioning, circuit trouble-shooting, and City of Augusta representation to carrier vendors will be the responsibility of City of Augusta, although Logicalis may be contracted to assist with these tasks.
- City of Augusta is responsible for ensuring that all telecommunications circuits are installed and operational according to the functional specifications and dates required for the project.
- City of Augusta is responsible for obtaining the software media for CUCM 6.1 prior to implement Phase I of the project**.**

- LOGICALIS shall obtain a cashier’s check for 100% of the dollar amount of services described in the Scope of Work for the first Cisco Contact Center Engagement. This does not include third-party hardware or software. Proof of the Cashier’s Check Acquisition must be attached as Exhibit to the Scope of Work. CUSTOMER shall refund the total amount of the cashier’s check to LOGICALIS within thirty (30) days of completion of the services described in the Scope of Work.
- The Scope of Work will operate in accordance with Augusta, GA RFP 07-165 and any item herein outside of such must be completed as in contract or be subject to penalty clause. In case of conflict between the original RFP and this Scope of Work, this SOW shall supersede all previous or contemporaneous negotiations, commitments and writings with respect to matters set forth herein. It may only be modified in writing and must be signed by authorized representatives of both parties.

Ordering Process:

To confirm our retention and authorize work to begin on your project, please return two (2) copies of this letter signed in the “Acceptance” area on the next page. Alternatively, you may FAX a copy to (770)325-2110. Upon acceptance by Logicalis, a counter-signed copy will be returned to your attention. Logicalis will then be prepared to start scheduling the delivery of these services within 30 days.

Summary:

We look forward to working with you. Please let me know if you have any questions regarding the contents of this letter.

Sincerely,
LOGICALIS

John Stone
Account Executive
(770)325-2112
(770)325-2110 Fax
John.Stone@us.logicalis.com

cc: John Condon, Lara Constantino, David Cartmel, Charles Lan

Implement UCCX and Screen POPs with EnQuesta Consulting from Logicalis for City of Augusta
Estimate: $81,375.00 (434 hours @ $187.50 per hour. Travel expenses not included.)

Acceptance:

Accepted By:	Accepted By:
______________________________	______________________________
City of Augusta	Logicalis, Inc.
______________________________	______________________________
Signature	Signature
______________________________	______________________________
Title	Title
______________________________	______________________________
Date	Date
______________________________	______________________________
City of Augusta P.O. Number (if provided)	Logicalis Project Number (when available)
______________________________	
City of Augusta FAX Number	
Billing Contact:	**Billing Contact Correction:**
Mr. Mike Blanchard	______________________________
City of Augusta	______________________________
530 Greene St Annex 101	______________________________
Augusta, Georgia 30911	______________________________
(706)821-2862	______________________________

LOGICALIS
integration solutions

MASTER AGREEMENT

PROFESSIONAL SERVICES, MANAGED SERVICES AND PRODUCTS

This MASTER AGREEMENT is entered into as of May 27, 2008 (the "Effective Date") between Logicalis, Inc., a New York Corporation with offices at 1750 S. Telegraph Rd., Suite 300, Bloomfield Hills, Michigan 48302 ("LOGICALIS") and Augusta, GA a political subdivision of the State of Georgia ("CUSTOMER") having a place of business at 530 Greene Street, Augusta, GA U.S.A., 30901

RECITALS

LOGICALIS is a company specializing in the provision of IT Integration Services to its customers. These services include Professional Services, Managed Services and Products.

CUSTOMER desires to engage LOGICALIS to implement a Call Center Solution for the Augusta Utilities Department (AUD).

The purpose of this Master Agreement is to create certain uniform Terms and Conditions applicable to this project. Terms and Conditions unique to this project will be detailed in a customized Statement of Work/Quotation.

Therefore, in consideration of the mutual covenants and agreements herein, all future sales of Professional Services and Managed Services, as hereinafter defined, from LOGICALIS to CUSTOMER incorporate the following terms and conditions and replace any and all conflicting terms until this agreement is terminated by either party in accordance with the terms hereof:

DEFINITIONS

1. **Products** The term "Products" is refers to goods, third party software and Services Sold by Part Number, as hereinafter defined. "Services Sold by Part Number" are services which, unlike LOGICALIS Professional Services (see the defined term below), refer to all other services which, although they may be ordered from LOGICALIS, are to be supplied by a vendor (i.e., LOGICALIS does not directly perform or control the work).

2. **Professional Services** The term "Professional Services" refers to LOGICALIS professional services that are under LOGICALIS' direct supervision.

3. **Managed Services** The term "Managed Services" refers to LOGICALIS services related to the ongoing maintenance, hosting and/or monitoring of IT Systems.

STATEMENTS OF WORK AND QUOTATIONS

4. **Construction** Unless expressly provided to the contrary, each Statement of Work ("SOW") and quotation are independent (i.e. the terms of one SOW/quotation do not affect or modify the terms of any other SOW or quotation). Each such SOW or quotation is construed, incorporating the terms of this Agreement, as a single independent agreement. In the event of a conflict between any SOW, quotation or purchase order and this Agreement, the terms of this Agreement govern.

PRODUCT TERMS The following terms apply only to Products:

5. **Product Returns and Warranty Assistance**

(a) LOGICALIS hereby passes through to CUSTOMER, (and agrees to facilitate utilization of) manufacturer's product return policies and the manufacturer's warranties.

(b) In no event will LOGICALIS provide product return or warranty coverage beyond that provided by the manufacturer. Products that are accepted for return by LOGICALIS are subject to LOGICALIS' applicable restocking fee(s).

(c) CUSTOMER acknowledges that LOGICALIS is reselling (and not itself providing) all Products purchased by CUSTOMER, including, without limitation, software and Services Sold by Part Number. CUSTOMER accordingly acknowledges the terms and conditions governing the use of such Products shall be solely between CUSTOMER and the vendor. LOGICALIS MAKES NO WARRANTY REGARDING THE Products.

6. **Product Warranty Disclaimer LOGICALIS MAKES NO WARRANTIES OF ANY KIND WITH REGARD TO THE Products. LOGICALIS DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, AS TO THE Products, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

7. **Shipment and Risk of Loss for Product Sales** All shipments of Products by LOGICALIS to CUSTOMER will be FOB point of shipment. Insurance coverage, transportation costs and all other expenses applicable to shipment from LOGICALIS to CUSTOMER's identified point of delivery will be the responsibility of the CUSTOMER. Risk of loss will pass to the CUSTOMER upon delivery of the products to the common carrier (regardless of who pays such common carrier) or the CUSTOMER's representative at LOGICALIS' point of shipment.

8. **Product Security Interest** CUSTOMER grants LOGICALIS a security interest in and to the Products as security for payment in full of the purchase price. CUSTOMER agrees that acceptance of these Terms and Conditions constitutes acceptance of this security agreement. LOGICALIS is hereby authorized to file and/or record any documents it deems necessary to perfect this security interest.

9. **Permitting Compliance for Product Sales** CUSTOMER will obtain all licenses, permits and approvals required by any governmental agency, foreign or domestic, having jurisdiction over the transaction.

10. **Sections Inapplicable to Products** Certain terms and sections in this Agreement apply specifically to either Managed Services, Products or Professional Services in accordance with their terms. A few of the key sections inapplicable to Products and Product sales are: Service Warranties (Sections 11-17), Intellectual Property (Section 20-29), Insurance (Section 31).

LOGICALIS' REPRESENTATIONS AND WARRANTIES FOR PROFESSIONAL AND MANAGED SERVICES

11. **Personnel** Qualified and properly trained personnel will perform Managed Services rendered to CUSTOMER in accordance with the terms of this Agreement.

12. **Security** LOGICALIS shall maintain commercially reasonable precautions against the destruction, loss, or erroneous alteration of the CUSTOMER's data while in the LOGICALIS' possession.

13. **No Conflict** This Agreement and the transactions contemplated herein do not conflict in any material respect with any other agreement arrangements or transactions to which LOGICALIS is a party or by which it may be bound.

14. **No Infringement** The Managed Services and Professional Services provided or licenses furnished to CUSTOMER under this Agreement will not infringe upon the proprietary rights of any third party.

15. **Independent Contractor** LOGICALIS, in the performance of services hereunder, is and shall at all times be an independent contractor and shall not be deemed an employee or agent except in those instances in which a specific agency letter is executed by CUSTOMER, in order to allow LOGICALIS to provide services to CUSTOMER under this Agreement.

16. **Warranty** LOGICALIS warrants that the Managed Services and Professional Services will be performed in a manner consistent with good practice in the computer services industry. In the event the Managed Services or Professional Services provided by LOGICALIS are not in conformance with this warranty, LOGICALIS will supply commercially reasonable Managed Services or Professional Services, as applicable, to correct the deficiency at no charge to CUSTOMER. **THIS IS CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY.**

17. **Warranty Disclaimer relating to Managed Services and Professional Services. LOGICALIS MAKES NO WARRANTIES OF ANY KIND (other than the limited and exclusive warranty provided under the preceding section). LOGICALIS DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, if applicable**.

LIMITATION OF LIABILITY

18. **Limitation of Liability NO MONETARY RECOVERY IS AVAILABLE FROM LOGICALIS FOR WARRANTY CLAIMS. IN ADDITION, IN NO EVENT WILL LOGICALIS' LIABILITY TO CUSTOMER EXCEED THE PURCHASE PRICE PAID FOR:**

(a) 6 month's base charge for the Managed Service that is the basis of the claim or

(b) the amount charged by LOGICALIS for the Professional Service that is the basis of the claim or

(c) the amount charged for the Product that is the basis of the claim.

LOGICALIS WILL NOT, IN ANY EVENT, BE LIABLE FOR ANY LOSS OF REVENUE, PROFIT, USE OF DATA, INTERRUPTION OF BUSINESS OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, ARISING OUT OF THE USE OF OR INABILITY TO USE THE Managed Service OR Professional Service OR Product, OR IN ANY WAY CONNECTED TO THIS AGREEMENT or any related SOW, quotation or purchase order, EVEN IF LOGICALIS HAS BEEN ADVISED OF SUCH

DAMAGES. THE FOREGOING LIMITATION OF LIABILITY WILL APPLY WHETHER ANY CLAIM IS BASED UPON PRINCIPLES OF CONTRACT, WARRANTY, NEGLIGENCE, INFRINGEMENT OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, PRINCIPLES OF INDEMNITY, CONTRIBUTION, OR OTHERWISE.

19. **Non Managed Systems** LOGICALIS shall not be liable for damages caused by services, systems, software, or other components that neither it nor its employees, agents or subcontractors furnish or manage pursuant to this Agreement. Nor shall LOGICALIS be liable for damages to ANY CUSTOMER site or CUSTOMER designated co-location site resulting from the furnishing of Managed Services or Professional Services, including the installation and removal of equipment and associated cabling, unless the damage is caused by LOGICALIS' gross negligence or willful misconduct.

INTELLECTUAL PROPERTY/PROPRIETARY RIGHTS The following terms apply only to sales of Managed Services and Professional Services:

20. **Grant of Rights** Upon payment in full for all charges under this Agreement, LOGICALIS will grant CUSTOMER such rights, title, and interest it may own to the software and documentation developed by LOGICALIS specifically for CUSTOMER under this Agreement subject to the following limitation. LOGICALIS retains a world-wide, unlimited, perpetual and royalty free right to (i) copy and use the software and documentation internally for any purpose; (ii) copy and distribute to third parties software which performs a general utility function; and (iii) use for any purpose any concepts, ideas, or techniques resulting from the development of the software and documentation by LOGICALIS.

21. **Enhancements to Intellectual Property** LOGICALIS retains all right, title, and interest in the software and documentation that is an enhancement to or modification of existing software or documentation owned or distributed by LOGICALIS and grants to CUSTOMER a nonexclusive, nontransferable, royalty-free license to use the software and documentation on all of the CUSTOMER's computer systems.

22. **Existing Intellectual Property** Any LOGICALIS software, equipment or consulting, programming, or management tools which may be furnished or utilized by LOGICALIS in the performance of these services shall remain the property of LOGICALIS and shall be immediately returned to LOGICALIS upon its request or upon completion of the Managed Services or Professional Services, as applicable.

23. **Managed Services Information** All data or information supplied by either party to the other in connection with Managed Services is and shall remain the property of such party. All such data or information is subject to the confidentiality provisions contained in Section 30 of this Agreement.

24. **LOGICALIS Media** Unless furnished by CUSTOMER, all media upon which the CUSTOMER'S data is stored is and shall remain the property of LOGICALIS.

25. **Return of Proprietary Data** Upon expiration or termination of this Agreement for any reason, and upon request by the CUSTOMER, LOGICALIS will return to the CUSTOMER, all data in its possession at the date of termination in its then existing format and on its existing media. Any conversion of format or media performed by LOGICALIS in order to discharge its obligations under this Section shall be at LOGICALIS' expense.

26. **Only Express Grants** Nothing in this Agreement shall be construed to grant to either party any ownership or other interest in the confidential and proprietary software information or data of the other or of third parties, except as may be provided under an express license specifically applicable to such Intellectual Property.

27. **Right To Use CUSTOMER Software** By execution of this Agreement CUSTOMER authorizes LOGICALIS to determine whether or not software specified in any Exhibit is currently in place, operational and maintained and supported at the level required for LOGICALIS to perform the services required under this Agreement. CUSTOMER grants LOGICALIS, at no charge, the right to use any CUSTOMER owned or developed application software systems required by LOGICALIS to provide the Managed Services specified in any SOW to CUSTOMER. Further, CUSTOMER will pursuant to paragraph 29, indemnify LOGICALIS from any claim of infringement by any third party relating to such software, and will obtain the right to continue using the system without cost to LOGICALIS.

28. **Right To Use Third Party Software** A list of software and/or technology, if any, which at the time of execution of this Agreement is licensed by a third party vendor to CUSTOMER, which CUSTOMER believes is necessary and appropriate to the performance of the services specified in any SOW, will be set forth in a separate Exhibit and incorporated in this Agreement. In the event third party software or technology is utilized by LOGICALIS in performing services under this Agreement, CUSTOMER will obtain appropriate authorization for LOGICALIS to use each of the listed software programs or technologies. CUSTOMER shall pay any costs imposed by any third party vendors or licensors for LOGICALIS' use of such software or technology.

29. **Indemnification** Each of the parties will indemnify, defend and hold harmless the other from any and all claims, actions, liabilities, damages, costs and expenses, including reasonable attorney's fees and expenses, arising out of any third party claims of infringement of any patents, copyrights, license, trademarks, service marks or any other property right, provided by the indemnifying party to the indemnified party in connection with this Agreement if the indemnifying party is notified as soon as practicable of such claim. The indemnifying party shall have the right to control the defense of all such claims, lawsuits or other proceedings. In no event shall the indemnified party settle any such claim, lawsuit or proceeding without the indemnifying party's prior approval.

CONFIDENTIALITY

30. Confidential Information

(a) Written and oral information designated as confidential by either party whether before or after the effective date of this Agreement shall be held in strict confidence and used only for purposes of this Agreement. Except as required by law, no confidential information, including the provisions of this Agreement, shall be disclosed without the prior written consent of the party designating the information as confidential. If either party is required to disclose any confidential information of the other party, the party so required shall notify the other party immediately and shall cooperate in seeking a reasonable protective order. This section shall not apply to information, which is (i) in the public domain, (ii) already known to the recipient, (iii) developed independently or (iv) received from a third party without similar restriction and without breach of this or a similar agreement.

(b) Georgia Open Records Act LOGICALIS acknowledges that this Agreement and certain documentation may be subject to the Georgia Open Records Act (O.C.G.A. § 50-18-70, et seq.). LOGICALIS shall cooperate fully in responding to such requests and shall make all records, not exempt, available for inspection and copying as required by law. LOGICALIS shall clearly mark any information provided to CUSTOMER which LOGICALIS contends is Proprietary Information. LOGICALIS shall notify CUSTOMER immediately of any Open Records request arising out of this contract and shall provide to CUSTOMER a copy of any response to the same.

INSURANCE

31. CUSTOMER Insurance

(a) During the term of this Agreement, CUSTOMER shall keep any property in LOGICALIS' possession, whether at a co-location site or at a LOGICALIS facility, covered under a Commercial General Liability or Casualty Loss policy with combined limits for damage to or loss of such equipment in an amount equal to the value of such property or equipment.

(b) CUSTOMER shall promptly furnish LOGICALIS, if requested, certificates of insurance providing proof of the foregoing insurance. CUSTOMER shall notify LOGICALIS in writing at least thirty (30) calendar days prior to cancellation of, or any material change in such coverage.

32. **LOGICALIS Insurance** During the performance of each Statement of Work, LOGICALIS will have and maintain in force the following insurance coverages:

(a) Workers Compensation Insurance. Workers compensation insurance, including occupational illness or disease coverage, or other similar social insurance in accordance with the laws of the country, state, or territory exercising jurisdiction over the employee and employer's liability insurance with a minimum limit of $1,000,000;

(b) General Liability Insurance. Commercial general liability insurance, including products, completed operations liability and personal injury, contractual liability and broad form property damage liability coverage for damages to any property with a minimum combined single limit of $2,000,000 per occurrence;

(c) Automotive Liability Insurance. Automotive liability insurance covering use of all owned, non-owned, and hired automobiles with a minimum combined single limit of $1,000,000 for bodily injury and property damage liability;

(d) Umbrella Liability Insurance. Umbrella liability insurance with a minimum limit of $5,000,000;

(e) Employee Liability Insurance. Employee dishonesty and computer fraud coverage for loss arising out of or in connection with any fraudulent or dishonest acts committed by the employees of LOGICALIS, acting alone or in collusion with others, including the property and funds of others in their care, custody or control, in a minimum amount of $2,000,000;

(g). Professional Liability/Errors and Omissions. Professional liability/errors and omissions insurance in the amount of $1,000,000 per claim.

The insurance coverage's described in sections b, c, d, and e of this section will be endorsed to the CUSTOMER as additional insured's. Prior to commencing work under a Statement Work Order, LOGICALIS will cause its insurers to issue certificates of insurance to CUSTOMER evidencing that the coverage's and policy endorsements required under the Agreement are maintained in force, naming the CUSTOMER as additional insured, when applicable, and requiring that not less than thirty (30) days written notice will be given to CUSTOMER prior to any modification, cancellation, or non-renewal of such policies.

PAYMENT

33. **Price and Payment Terms** The prices in this Agreement are exclusive of all applicable taxes, duties, licenses, and tariffs levied upon the sale, purchase or delivery of the Managed Services, Professional Services and Products which remain the CUSTOMER's obligation. Prices quoted for Products are firm for thirty (30) days unless otherwise provided on the Offer. Payment is due thirty (30) days from the date of the invoice. All payments will be made in US currency. Out of pocket expenses will be charged as incurred but shall not exceed an amount to be specified in LOGICALIS' schedule of charges attached to the Scope of Work.

34. **Taxes** CUSTOMER is tax-exempt and shall be liable for no taxes related to goods or services procured as part of this project.

TERM AND TERMINATION

35. **Initial Term and Renewals** The term of this Master Agreement will commence upon the Effective Date and continue for a period of one year beyond the implementation date of services provided under the Scope of Work.

36. **Termination for Convenience** This Master Agreement, or any Statement of Work for Professional Services or Product order issued pursuant to this Master Agreement, may be terminated without cause by CUSTOMER upon thirty (30) days prior written notice to LOGICALIS provided that CUSTOMER pays all amounts due under this agreement, including, without limitation, amounts due under section 38. Managed Services Statements of Work, because of the upfront investment by LOGICALIS, are not terminable at will by CUSTOMER and shall survive termination of this Agreement. No such termination or expiration of this Master Agreement or any related Statement of Work will release CUSTOMER from the obligation to pay any sum which may then be due to LOGICALIS.

37. **Termination for Default** This Master Agreement or any Statement of Work issued pursuant to this Master Agreement, may be terminated by LOGICALIS or CUSTOMER upon the occurrence of one or more of the following: (1) if the other party seeks protection under any bankruptcy law; (2) if the other party becomes insolvent, makes an assignment for the benefit of creditors, appoints or suffers appointment of a receiver or trustee over its property, files a petition under any bankruptcy or insolvency act or has such petition filed against it; (3) if the other party is in material default of any provision hereof and such default is not cured within thirty (30) days after giving notice, this Master Agreement will automatically terminate. All outstanding amounts owed LOGICALIS hereunder, including, without limitation, amounts owed pursuant to section 38 shall be paid upon any such termination by CUSTOMER.

38. **Payment and Indemnification upon Termination** If this Agreement or any Statement of Work or order hereunder terminates prior to completion of any

such order or SOW or any amounts remain due an owing to LOGICALIS hereunder, LOGICALIS will be entitled to: (i) indemnification from CUSTOMER regarding any losses related to the outstanding order/statement of work (for example, if an order with a vendor is outstanding and cannot be cancelled by LOGICALIS, CUSTOMER will still be responsible for that order notwithstanding any termination), (ii) to keep any payments already received on such project for work satisfactorily performed, (iii) to payment from CUSTOMER for charges incurred up to and including the date of receipt of the termination notice and (iv) to payment for any charges relating to work satisfactorily provided by LOGICALIS after such date if such work was requested and approved by CUSTOMER in connection with such termination (e.g., transition services). In addition, if the Managed Services or Professional Services are provided on a fixed price basis, LOGICALIS will be entitled to keep any payments already received and to receive a pro rata portion of the next payment due, which will be determined by allocating an equal portion of such payment to each day between the date the previous payment was earned and the date on which the next payment is scheduled (or is estimated if no such schedule exists) to be made.

39. **Additional Terms for Managed Service Termination** In the event the Agreement is terminated or expires for any reason, the following terms will apply relating to Managed Services:

(a) CUSTOMER will pay all fees and expenses due and payable through the termination date;

(b) LOGICALIS will exercise reasonable efforts and cooperation to effect an orderly and efficient transition of Managed Services to any successor provider identified by CUSTOMER.

(c) LOGICALIS will fully disclose to CUSTOMER all relevant information regarding the equipment, software and third party vendor services required to perform Managed Services as required under this Agreement.

(d) LOGICALIS will make reasonable effort to affect a transfer or assignment of relevant licenses or agreement(s) for software or any third party services utilized exclusively to provide Managed Services under this Agreement to CUSTOMER.

(e) LOGICALIS may agree, upon mutual agreement of the parties, to continue to provide transition Managed Services to CUSTOMER. LOGICALIS shall negotiate with the identified successor provider of Managed Services to determine the extent and cost of the transitional services required for the orderly transfer of the Managed Services provided under this Agreement and separately quote these proposed transition services to CUSTOMER.

GENERAL TERMS

40. **Third Party Service Contracts** Third party service contracts on the hardware and software to be managed by LOGICALIS pursuant to a Managed Service engagement under this Agreement shall be continued in full force and effect by CUSTOMER at its expense during the entire term of the Agreement.

41. **Work Assignments** LOGICALIS retains the right to assign such personnel, including subcontractors, as it deems appropriate.

42. **CUSTOMER Coordination** CUSTOMER will provide a primary point of contact and make available all technical matter, data, information, operating

supplies, and computer system(s), as reasonably required by LOGICALIS. LOGICALIS will assign a primary contact person for the Professional Services or Managed Services.

43. **Forbearance No Waiver** Forbearance or neglect on the part of either party to insist upon strict compliance with the terms of this Agreement shall not be construed as or constitute a waiver thereof. However, a failure of the CUSTOMER or LOGICALIS to comply with the terms of this Agreement may be expressly waived only in writing by the other party.

44. **Agreement Binding On Successors** This Agreement shall inure to the benefit of and be binding upon the successors and permitted assignees of the respective parties.

45. **Relationship of Parties** The parties hereto are independent contractors and this Agreement shall not, create or imply an agency relationship between the parties. Pursuant to and during the term of this Agreement, LOGICALIS may, from time to time, request that the CUSTOMER execute such instruments and documents appointing LOGICALIS an agent of the CUSTOMER for a specific limited purpose. CUSTOMER shall, in a timely manner, execute and deliver to LOGICALIS or the third party requiring the same, such instruments designating LOGICALIS as CUSTOMER'S agent to the extent required by LOGICALIS to manage and perform to Managed Services provided by it under this Agreement.

46. **Non-Assignment** CUSTOMER may not assign this Agreement, or any of its rights or obligations hereunder without the prior written consent of LOGICALIS.

47. **Severability** In the event that any of the provisions of this Agreement are declared or held by a court of competent jurisdiction invalid, illegal or unenforceable, the unaffected portions of this Agreement shall be unimpaired and remain in full force and effect. In the event of such a ruling the parties shall negotiate in good faith a substitute for the provision declared invalid, illegal or unenforceable.

48. **Notices** Any notices or other communications required or permitted to be given or delivered under this Agreement shall be in writing and shall be sufficiently given if sent by first class certified, or overnight delivery mail, postage prepaid, or by facsimile:

If to the CUSTOMER:

Tameka Allen, IT Director
530 Greene Street, A-101
Augusta, GA 30901
T: 706.821.2522
F: 706.821.2530

Copies to:
Fred Russell, City Administrator
530 Greene Street, Room 801
Augusta, GA 30901
T: 706.821.2400

If to LOGICALIS:

Logicalis, Inc.
Attn: General Counsel
1750 South Telegraph Road, Suite 300
Bloomfield Hills, MI 48302

49. **Errors** LOGICALIS shall not be held accountable nor incur any additional costs due to discrepancies, errors, omissions in documentation or other information supplied by the CUSTOMER.

50. **Modification of Agreement No** modification to this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the parties.

51. **Counterparts** Execution of counterparts of this Agreement shall be construed as execution of an original.

52. **Captions** The captions used in this Agreement are for convenience of reference only and do not constitute an integral part of this Agreement.

53. **Rights and Remedies** Except as otherwise expressly provided herein, the rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies CUSTOMER and LOGICALIS have at law or equity.

54. **Entire Agreement** This Agreement and any related SOW or order, contain the complete agreement between the parties and shall, as of the Effective Date hereof, supersede all other agreements or negotiations and understandings, written or oral, between the parties relating to the subject matter hereof. The parties stipulate that neither of them has made any representation with respect to the subject matter of this Agreement or the execution or delivery thereof except such representations as are specifically set forth herein. Each of the parties hereto acknowledges that they have relied on their own judgment in entering into this Agreement.

55. **No Solicitation of Employees** Each party agrees that during the term of this Agreement, and for a period of one year after the termination or expiration of this Agreement, it will not solicit, without the other party's prior written consent, any person employed then by the other party if such person became known to the soliciting party through the relationship established pursuant to this Agreement. This prohibition will not apply to undirected job opportunities posted on recruiting web sites or in other publications in which one party seeks to find candidates for open positions.

56. **Force Majeure** (a) Neither party shall be liable to the other party for any delay or failure to perform, which delay or failure is due to causes or circumstances beyond its control and without its fault or negligence including acts of civil or military authority, national emergencies, labor strikes, fire, flood or catastrophe, acts of God, insurrection, war, riots or failure of transportation or a general and/or city-wide power failure.

(b) Each party shall exercise its best efforts to mitigate the extent of the aforementioned excusable delay or failure and their adverse consequences.

57. **Alteration Of CUSTOMER Environment**

(a) In the event CUSTOMER adds additional programs, applications or data sources, servers, network devices of any kind (hubs, routers, switches) or increases the network load in the IT environment managed or serviced by LOGICALIS under this Agreement or any SOW issued under this Agreement that adversely affects required performance levels, penalties associated with failure to meet such performance levels shall not be levied. Performance level penalties will not be active until LOGICALIS recertifies the environment.

(b) In the event that CUSTOMER requests LOGICALIS to perform the management of additional systems and/or services, or requests an expansion in the scope of Professional Services or Managed Services, LOGICALIS shall submit a proposed SOW to CUSTOMER specifying the scope of the proposed work and the fees to be charged. Upon CUSTOMER'S written agreement to the modified SOW, LOGICALIS shall perform the work as required by the amended SOW.

61. **Additional Contractual Rights for Default** If CUSTOMER defaults in performance of any obligation under this Agreement, including, without limitation, the payment of any amount due, LOGICALIS may, at its option, suspend performance, require prepayment, or terminate its performance and collect payment for all Managed Services and Professional Services provided up to the date of termination.

62. **Attorney Fees** CUSTOMER shall not be responsible to LOGICALIS for any expenses including, without limitation, reasonable attorney fees and legal expenses that LOGICALIS pays or incurs in protecting and enforcing the rights of LOGICALIS under this Agreement.

63. **Publication** Nothing contained in this Agreement shall be interpreted so as to prevent LOGICALIS from publicizing its business relationship with CUSTOMER or the nature of the Managed Services/Professional Services performed for CUSTOMER.

64. **Counterparts** Execution of counterparts of this Agreement shall be construed as execution of an original.

65. **Time for Bringing Claims** Any claim by CUSTOMER against LOGICALIS arising from or in connection with the Agreement or any related purchase order cannot be filed, made or maintained unless filed within six months after LOGICALIS has shipped or provided the Managed Services or Professional Services in question.

66. **Governing Law** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. All claims, disputes and other matters in question between the City and the Vendor arising out of, or relating to, this Agreement, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. Vendor, by executing this Agreement, specifically consents to venue and jurisdiction in Richmond County, Georgia and waives any right to contest jurisdiction and venue in said Court.

67. **Compliance with Laws** The parties hereto warrant that each is in compliance with all applicable federal and state laws.

68. **Survival** The terms of sections: 6 and 11-17 (Representations and Warranties), 18 (Limitations of Liability), 30 (Confidential Information), and 20-29 (Intellectual Property/Proprietary Rights) shall survive any termination or expiration of this Agreement.

69. **Vendor Access to Augusta Computer Network** LOGICALIS will sign a VPN Vendor Access Agreement with the Licensee, verifying that LOGICALIS will

respect the integrity of CUSTOMER'S network and security protocols. Access to CUSTOMER'S network through the firewall will only be granted after said agreement has been signed. The Vendor Access Agreement is attached as Exhibit B.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the date first written by their duly authorized representatives.

LOGICALIS, INC.	**AUGUSTA, GA**
By: ____________________________	By: ____________________________
Name: __________________________	Name: __________________________
Title: ___________________________	Title: Mayor______________________
Date:____________________________	Date:____________________________
	Attest:__________________________
	Date:____________________________

LOGICALIS CALL CENTER MANAGEMENT SOFTWARE SOLUTION COST WORKSHEET

SOFTWARE

Contact Center: Cisco IPCC Express with 20 Premium seat (agent/supervisor) licenses, 10 Outbound Seat licenses, SW & HA SW for Server, 1-year 24x7x4 Essential SW SmartNet + Cisco Contact Center Express Premium Software 1-year Subscription for 20 users.

Qty	Product Number	Description	List	Unit Cost	Extended Cost
1	CCX-50-PREMIUM	NEW 5.0 PREMIUM Deployment	$0.00	$0.00	$0.00
1	CCX-5.0-NEW-PRE	CCX 5.0 PREMIUM	$0.00	$0.00	$0.00
1	CCX-50-NEW-P-HAS	CCX 5.0 PRE HA 2 Server Option-Active, Standby	$14,995.00	$8,997.00	$8,997.00
1	CCX-7835H-50-HAS	CCX 5.0 7835 HP HA Active,Standby SW,2 OS,2 SQL2K	$0.00	$0.00	$0.00
10	CCX-50-PBO-S1	CCX 5.0 Cisco Express Preview Blended Outbound Seat Qty 1	$395.00	$237.00	$2,370.00
20	CCX-50PRE-SEAT1	CCX 5.0 PRE Seat Qty 1 (agent or supervisor)	$1,850.00	$1,110.00	$22,200.00
2	CCX-50-COA-KIT	CCX 5.0 COA Kit	$0.00	$0.00	$0.00
1	CON-ESW-CCXPRE	ESSENTIAL SW CCX 5.0 PREMIUM	$0.00	$0.00	$0.00
10	CON-ESW-C50PBOS1	ESSENTIAL SW CCX 5.0 CSCO Express Preview Blended Outbound S	$51.00	$45.90	$459.00
20	CON-ESW-PRESEAT1	ESSENTIAL SW CCX 5.0 PRE Seat Qty 1 agent or sprvsr	$241.00	$216.90	$4,338.00
1	UCSS-CCX	UCCS for Cisco Unified Contact Center Express	$0.00	$0.00	$0.00
2	UCSS-CCX-P-1-10	UCSS for CCX PRE for One Year - 10 users	$1,480.00	$1,332.00	$2,664.00
SOFTWARE TOTAL					$41,028.00

HARDWARE

Item	Description	Part No	Unit Price	Qty	Ext Price
HP ProLiant DL380 G5 - Rack Server		Base	$2,931.00	2	$5,862.00
	HP ProLiant DL380 G5 Server	391835-B21			
	Dual Core Intel® Xeon® 5140 (2.33GHz, 1333 FSB) Processor	418322-L21			
	HP 4GB Fully Buffered DIMM PC2-5300 4X1GB Memory	397411-4GB			
	Slim Line CD-RW/DVD-ROM 24X Combo Drive Option Kit	331903-B21			
	HP Smart Array P400/256 PCIe Controller	405132-B21			
	HP 146GB Hot Plug 2.5 SAS 10,000 rpm Hard Drive	431958-B21			
	HP 146GB Hot Plug 2.5 SAS 10,000 rpm Hard Drive	431958-B21			
	HP 1000-W Hot-Plug Power Supply	Included			
	HP 1000-W Redundant Hot-Plug Power Supply (NEMA)	399771-001			
	HP Redundant Hot-Plug Fans	Included			
	Embedded NC373i Multifunction Gigabit Network Adapter	Included			
	Integrated Lights Out 2 (iLO 2) Standard Management	Included			
	HP 1.83m 10A C13-UL US Power Cord	AF556A			
	HP Standard Limited Warranty - 3 Years Parts and on-site Labor, Next Business Day				
HP Care Pack					
	5 Years, 6 Hours, 24x7, CTR, Hardware, ProLiant DL380	U9737E	$2,310.00	2	$4,620.00
HARDWARE TOTAL					$10,482.00

IMPLEMENTATION

Task	Description	Hours Estimate	Price Estimate
1	Cisco CCM 4.2 to CUCM 6.1 software upgrade	24	$4,500.00
2	Cisco UCCX Implementation and Testing	330	$61,875.00
3	Database Integration and Testing	56	$10,500.00
4	Cisco UCCX administration, Supervisor, and Agent Training	24	$4,500.00
IMPLEMENTATION TOTAL		434	$81,375.00

Pricing:

The professional services listed above will be provided as a time-and-material engagement. Pricing for

these services will be billed at $187.50 per hour per service consultant with an 8-hour onsite minimum. Should any of this work be scheduled outside of normal business hours (8:00 AM – 5:00 PM, Monday through Friday), on a holiday, or on the weekend, a 50% uplift to the hourly rate may apply.
Travel expenses will be tracked separately and billed directly to the client. Travel expenses will include cost incurred from travel (airfare, rental car, mileage, tolls, and lodging). Meals, if any, will be billed at the per diem rate of $45. The amount does not include taxes, if any, which will be client responsibility.

TRAVEL AND CUSTOMIZATION* AMOUNT NOT TO EXCEED (WITHOUT CHANGE ORDER)	$25,000.00

*Customization may be required if Logicalis' team and AUD determine that additional features, equipment, or a change in configuration would benefit Augusta and make the solution more robust and complete. Such a determination would only be made once Logicalis' engineers on-site had determined the need and received approval from AUD to make changes or develop customizations.

PROJECT TOTAL	$157,885.00

respect the integrity of CUSTOMER'S network and security protocols. Access to CUSTOMER'S network through the firewall will only be granted after said agreement has been signed. The Vendor Access Agreement is attached as Exhibit B.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the date first written by their duly authorized representatives.

LOGICALIS, INC.

By: ______________________________

Name: ____________________________

Title: _____________________________

Date:______________________________

AUGUSTA, GA

By: ______________________________

Name: ____________________________

Title: Mayor

Date:______________________________

Attest: ____________________________

Date: _____________________________

6/3/08

Implement UCCX and Screen POPs with EnQuesta Consulting from Logicalis for City of Augusta
Estimate: $81,375.00 (434 hours @ $187.50 per hour. Travel expenses not included.)

Acceptance:

Accepted By:

City of Augusta

Signature

6/5/08

Title

Date

City of Augusta P.O. Number
(if provided)

City of Augusta FAX Number

Accepted By:

Logicalis, Inc.

Signature

Title

Date

Logicalis Project Number
(when available)

Billing Contact:

Mr. Mike Blanchard
City of Augusta
530 Greene St Annex 101
Augusta, Georgia 30911
(706)821-2862

Billing Contact Correction:

RFP #07-165

Call Center Management & Interactive Voice Response Software Consulting, Implementation & Technical Services

Augusta Information Technology Department

RFP Opening Date: Friday, October 12, 2007 @ 11:00 a.m.

Vendors:	Original	9 Copies	Fee
Cisco 500 Northridge Rd, Suite 700 Atlanta, GA 30350			
Logicalis 3440 Preston Ridge Rd., Ste 200 Alpharetta, GA 30005	X	X	X
Coleman Technologies 990 Hammond Dr., Ste 620 Atlanta, GA 30328			
SDI Networks 127 West Antrim Dr. Greenville, SC 29607			
SPS 5550 Triangel Pkwy., Ste 380 Norcross, GA 30092			

RFP #07-165

Call Center Management & Interactive Voice Response Software Consulting, Implementation & Technical Services

Augusta Information Technology Department

RFP Opening Date: Friday, October 12, 2007 @ 11:00 a.m.

Vendors:	Original	9 Copies	Fee	Ability to satisfy Solution Requirements 60 pts	Apparent User Friendliness of the Solution 30 pts	Firm Stability 10 pts
Cisco 500 Northridge Rd, Suite 700 Atlanta, GA 30350						
Logicalis 3440 Preston Ridge Rd., Ste 200 Alpharetta, GA 30005	X	X	X	49	23	9
Coleman Technologies 990 Hammond Dr., Ste 620 Atlanta, GA 30328						
SDI Networks 127 West Antrim Dr. Greenville, SC 29607						
SPS 5550 Triangel Pkwy., Ste 380 Norcross, GA 30092						

Augusta
GEORGIA

INFORMATION TECHNOLOGY

Tameka Allen
Director

Michael F. Blanchard
Assistant Director

Gary Hewett
Assistant Director

COPY

To: **Geri Sams, Director, Director, Procurement Department**

From: **Michael Blanchard, Assistant Director, Information Technology,** MFB
Through Tameka Allen, Director, Information Technology

Date: **January 4, 2008**

Subject: **Utilities Call Center Management Software Selection**

Cc: **Max Hicks, Director, Augusta Utilities Department**
Steve Little, Assistant Directory, Augusta Utilities Department

In the summer of 2007, the Information Technology (IT) Department and the Augusta Utilities Department (AUD) released an RFP seeking software that will permit effective and highly-automated management of the AUD Customer Service Call Center using the Cisco Unified Call Center product. IT and AUD reviewed the response submitted by Logicalis, Inc. and found it to be very closely matched to our software requirements list. Based on the response, the committee is requesting that the bid be awarded to Logicalis for their services and implementation of the Cisco product pending contract negotiations and administrative approval.

Logicalis was the responsive bidder whose bid response met the requirements and criteria set forth in the invitation for bids.

I will notify your office if the Commission/Administrator does not award this bid to the selected vendor and/or negotiations prohibit this award.

If you have any questions, please do not hesitate to contact me at 706-821-2862.

Thank you for your assistance in this matter.

Information Technology
530 Greene Street, Annex 101
Augusta, GA 30911
(706) 821-2522 – FAX (706) 821-2530
www.augustaga.gov

Bidders List

~~Bid~~ RFP Item # 07-165 Cost $ -0-

#	Company Name	Complete Mailing Address	Date	Spec. #	Initials	Mailed by
1	SPS Attn: John Kehoe 5550 Triangle Pkwy, Suite 380 Norcross, GA 30092	1-888-777-7280 x2524 1-770-734-1000	9/27		PJm	US mail
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						

Cisco
500 Northridge Road, Suite 700
Atlanta, GA 30350
Attn: Matt Cobb

Logicalis
3440 Preston Ridge Road
Suite 200
Alpharetta, GA 30005
Attn: John Stone

Coleman Technologies
990 Hammond Drive
Suite 620
Atlanta, GA 30328

SDI Networks
127 West Antrim Drive
Greenville, SC 29607
Attn: David Masters

Tameka Allen
Information Technology

Mike Blanchard
Information Information

Max Hicks
Augusta Utilities

Steve Little
Augusta Utilities

Alma Stephenson
Augusta Utilities

RFP #07-165 Call Center Mgt.
mailed 9/6/07

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Planholders List

Member Name	City of Augusta, GA (Augusta Commission)
Bid Number	RFP-07-165-0-2007/PJM
Bid Name	Call Center Management & Interactive Voice Response Software Consulting, Implementation, & Technical Services

2 Document(s) found for this bid

24 Planholder(s) found.

Add Planholder

Supplier Name ▲	Phone	Fax	Doc Count	Attributes	Programs	Actions
ACS	2023782913	2023781804	1			Documents
Amcom Software, Inc.	9522305200	9522235510	2			Documents
BIS Digital, Inc.	8008347674	8778585611	2			Documents
EduCOM Consulting Group	9857814168	9857817870	2	1. Small Business		Documents
Ensource Inc.	9044486901	9044482002	2	1. Small Business		Documents
ist2-integrated systems technologies (suspended 3/8/05AS)	8034198885	8036991948	2	1. African American Owned 2. Small Business 3. Veteran Owned 4. Woman Owned		Documents
JDL Technologies, Inc.	9529461810	9529461835	2			Documents
LogicTree Corp	3013521050	3012203524	1			Documents
Mainstream Software	3309630103	3309630288	2			Documents
McGraw-Hill Construction Dodge	2399392525	2399392331	2			Documents

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Member Name City of Augusta, GA (Augusta Commission)

Bid Number RFP-07-165-0-2007/PJM

Bid Name Call Center Management & Interactive Voice Response Software Consulting, Implementation, & Technical Services

2 Document(s) found for this bid

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Supplier Name ▲	Phone	Fax	Doc Count	Attributes	Programs	Actions
Northrop Grumman	5713132808	5713132808	1			Documents
Onvia, Inc. - Content Department	2063739500	8882637801	2			Documents
QScend Technologies, Inc.	8888783006	2037590519	2	1. Small Business		Documents
Selectron Technologies, Inc.	5035973325	5034432052	2			Documents
SGS Technologie	9043324532	9046870178	2			Documents
Sonant Corporation	8586238180	8586238190	2	1. Small Business		Documents
Spacient Technologies	5624203200	5624203522	2			Documents
SPL WorldGroup	9256581000	9259359748	1			Documents
Stancil Solutions	8884317950	3213092756	2			Documents
Stearns & Wheler	3156558161	3156554180	2			Documents

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Planholders List

Member Name City of Augusta, GA (Augusta Commission)

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Bid Name Call Center Management & Interactive Voice Response Software Consulting, Implementation, & Technical Services

2 Document(s) found for this bid

24 Planholder(s) found.

Add Planholder

Supplier Name ▲	Phone	Fax	Doc Count	Attributes	Programs	Actions
Stellar 4	2124322848	2124322848	1			Documents
Symago	2406838502	2403611412	2			Documents
Tele-Works	5409516463	5409514016	2			Documents
Teltronics, Inc.	9417535000	9417517754	2	1. Small Business		Documents

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