



Engineering Services Committee      Committee Room- 8/11/2008- 1:00 PM  
Meeting

## **ENGINEERING SERVICES**

1. Approve the attached list of streets proposed for submittal to the Georgia Department of Transportation for inclusion in the 2009 LARP. ☐ [Attachments](#)
  
2. Motion to approve an Option for the purpose of acquiring a Right-of-Way between Norman C. Skalicky, as owner, and Augusta, Georgia, as optionee, in connection with the Alexander Drive Project, GDOT Project No. STP-0001-00(794), ARC Project No.: 323-04-296823215; 0.011 acre (490.32 sq. ft.) in fee and 0.005 acre (209.97 sq. ft.) of permanent construction and maintenance easement from the property located at 2819 Brickrun Way, Project Parcel 49 (Tax map 013-1, Parcel 254) at a purchase price of \$35,000.00. ☐ [Attachments](#)
  
3. Approve execution of Project Framework Agreement with Georgia Department of Transportation which will require Augusta Richmond County to cover the relocation cost for the City's existing water and sewer lines affected in the GDOT widening of State Route 56 from Bennock Mill Road to Old Waynesboro Road. ☐ [Attachments](#)
  
4. Approve (CPB #324-04110-203824335) Change Number Four in the amount of \$6,549,090.64 with funding of \$56,642.00 from SPLOST Phase IV Recapture, \$1,600,000.00 from (Augusta Utilities Department), and \$87,000.00 from (Augusta Recreation Department) for Project Engineering and Construction. Also approve award of Construction Contract to Blair Construction, Inc. in the amount of \$6,549,090.64 for the Belair Hills Subdivision Improvements Project, subject to receipt of a detailed project schedule, a contractor's project team ☐ [Attachments](#)

approved by the Engineering Department, a traffic control plan, a staging plan, signed contract(S) and proper bonds. Also approve Supplemental Agreement Number Four to W.R. Toole Engineers, Inc. in the amount of \$174,000.00 for additional services that include construction observation and field engineering.

5. A report from staff regarding the burial plot records at Cedar Grove Cemetery. ☐ [Attachments](#)
6. Approve Supplemental Agreement Number Two to Cranston Engineering Group, P.C. for additional Professional Design Services of the D'Antignac Street Drainage Improvements Project in the amount of \$166,130.00 for the Engineering Department. ☐ [Attachments](#)
7. Motion to grant and convey to Georgia Power an easement for installation of an underground electrical distribution line through property owned by the City located on Highway U.S.1 for the Augusta Waste Management Plant for a nominal value of \$10.00. ☐ [Attachments](#)
8. Motion to grant and convey to Georgia Power an easement for installation of an underground electrical distribution line through property owned by the City located on Highway U.S.1 for Augusta Fire Department Training Tower for a nominal value of \$10.00. ☐ [Attachments](#)
9. Approve award of contract to Hardy Appraisal Services in the amount of \$14,500.00 for preparing appraisals on the Marvin Griffin Road Project (CPB 323-041110-296823603), subject to receipt of a detailed work schedule and a signed contract to be funded from the project Right-of-Way account for the Engineering Department. ☐ [Attachments](#)
10. Consider a request from Mr. Frank Carl of Savannah Riverkeeper to provide half of the Augusta Canal flow to the Savannah River for 12 hours immediately prior to the canoe and kayak race to be held on August 30, 2008. ☐ [Attachments](#)

11. Discuss/approve concept from G-DOT regarding beautification plan for Skinner Mill Road behind sound barriers with participation from local government, neighborhoods and G-DOT. (Requested by Commissioner Grantham) ☐ [Attachments](#)
12. Motion to approve an architectural services contract with Thompson, Ventulett, Stainback and Associates, Inc. for the Augusta TEE Center. ☐ [Attachments](#)
13. Authorize the Engineering Department to approve Supplemental Agreement Seven (7) with PBS & J in the amount of \$68,358 to update the traffic counts and cover additional costs associated with the extended project schedule as part of the improvements to Wrightsboro Road from Jimmie Dyess Parkway to I-520, ARC# 323-04-296823309. Funds will be transferred from the project Right of Way Account to the project Engineering Account. ☐ [Attachments](#)
14. Motion to authorize the Engineering Department to cancel the existing contract with US Infrastructure, Inc. for design services associated with Phase I of the Wrightsboro Road Widening Project and advertise a Requests For Proposals for Engineering Services to complete the design of this project. ☐ [Attachments](#)

[www.augustaga.gov](http://www.augustaga.gov)



**Engineering Services Committee Meeting  
8/11/2008 1:00 PM  
2009 LARP**

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|                                                       |                                                                                                                                                                                                                                                                                                                             |
|-------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Department:</b>                                    | Public Services Department-Maintenance Division                                                                                                                                                                                                                                                                             |
| <b>Caption:</b>                                       | Approve the attached list of streets proposed for submittal to the Georgia Department of Transportation for inclusion in the 2009 LARP.                                                                                                                                                                                     |
| <b>Background:</b>                                    | In accordance with the Georgia Department of Transportation requirements, we have prepared a list of streets as candidates for the 2009 LARP. The list is being sent to the Augusta Utilities and Engineering Departments for review, and is subject to minor revision based on their input on ongoing and future projects. |
| <b>Analysis:</b>                                      | The Georgia Department of Transportation will review these streets and make a final determination as to which streets will be resurfaced, based on needs and funding availability.                                                                                                                                          |
| <b>Financial Impact:</b>                              | The resurfacing will be let for bid by GDOT. Any required patching will be the responsibility of Augusta-Richmond County, and will be performed by the Maintenance Division. The resurfacing costs will be borne by GDOT.                                                                                                   |
| <b>Alternatives:</b>                                  | 1. Approve the attached list of streets proposed for submittal to the Georgia Department of Transportation for inclusion in the 2009 LARP. 2. Do not approve.                                                                                                                                                               |
| <b>Recommendation:</b>                                | #1. Approve the attached list of streets proposed for submittal to the Georgia Department of Transportation for inclusion in the 2009 LARP.                                                                                                                                                                                 |
| <b>Funds are Available in the Following Accounts:</b> | N/A                                                                                                                                                                                                                                                                                                                         |



**REVIEWED AND APPROVED BY:**

**Finance.  
Administrator.  
Clerk of Commission**

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# RESURFACING WORKSHEET

## LARP 2009

| SHEET# | STREET NAME            | TERMINI                         | CONDITION | DISTRICT | WIDTH | LENGTH (FEET) |
|--------|------------------------|---------------------------------|-----------|----------|-------|---------------|
| 1801   | GORDON PARK RD         | NEW SAVANNAH RD - SKYVIEW DR    | 16        | 1        | 30    | 1790          |
| 1857   | TAYLOR ST              | EAST BOUNDARY TO 2ND ST         | 20        | 1        | 26    | 1141          |
| 1869   | 2ND ST                 | LANEY-WALKER BLVD - REYNOLDS ST | 19        | 1        | 25    | 4969          |
| 1539   | BERCKMAN RD            | WASHINGTON RD - WHEELER RD      | 17        | 1 & 7    | var   | 9525          |
| 209    | COLEMAN AVE/DANIEL AVE | LUMPKIN RD - SCOTT RD           | 18        | 2        | 23    | 5576          |
| 1500   | CHESTNUT ST            | WRIGHTSBORO RD - M.L.K. BLVD    | 17        | 2        | 26    | 2670          |
| 1400   | MONROE ST              | ANDERSON AVE - DEAD ENT         | 16        | 2        | 27    | 650           |
| 1400   | LEE BEARD WAY          | SWANEE QUINTET BLVD - POPLAR ST | 17        | 2        | 27    | 2000          |
| 1124   | EIDSON DR              | BARTON CHAPEL RD - DEAD END     | 21        | 3        | 17    | 1558          |
| 1178   | BELAIR RD              | WRIGHTSBORO RD - POWELL RD      | 22        | 3        | 21    | 13945         |
| 1500   | FORT VIEW CT           | BELAIR RD - CUL DE SAC          | 17        | 3        | 27    | 450           |
| 3200   | KINGS VIEW CT          | KINGSVIEW DR - CUL DE SAC       | 17        | 3        | 27    | 600           |
| 2900   | KINGS VIEW DR          | BELAIR RD - 2832                | 17        | 3        | 27    | 1430          |
| 389    | STONEY BROOK RD        | PEPPERIDGE DR TO RAMBLEWOOD DR  | 16        | 4        | 27    | 4156          |
| 3500   | WOODLAKE RD            | CROSSCREEK RD - DEAD END        | 18        | 4        | 40    | 1140          |
| 3500   | WALSHAM CT             | WOODLAKE RD - CUL DE SAC        | 17        | 4        | 27    | 180           |
| 2400   | LENNOX RD              | WINDSOR SPRING RD - DEAD END    | 19        | 4        | 27    | 1050          |
| 767    | DAVIS DR               | MEADOWBROOK DR - NEWMAN DR      | 16        | 5        | 20    | 1822          |
| 806    | BLACKSTONE ST          | CHADBOURNE ST - CUL-DE-SAC      | 15        | 5        | 27    | 2477          |
| 3400   | TOMS DRIVE             | GLENN HILS DR - DEAD END        | 19        | 5        | 27    | 3170          |
| 3000   | BREEZE HILL DR         | TOMS DR - GLENN HILLS DR        | 18        | 5        | 27    | 2115          |
| 3100   | KEESHA CT              | BREEZE HILL DR - CUL DE SAC     | 18        | 5        | 27    | 190           |
| 3700   | BEACON PLACE           | ENGLE RD. TO CUL-DE-SAC         | 20        | 6        | 27    | 866           |
| 3300   | FASHION DR             | MORNING DR-DEAD END             | 19        | 6        | 27    | 1885          |
| 28     | DENMARK DR             | PEACH ORCHARD - TOBIN ST        | 20        | 6        | 26    | 813           |
| 91     | DEERFIELD LN           | OLD TRAIL RD - CUL-DE-SAC       | 16        | 7        | 27    | 1474          |
| 3300   | CRANE FERRY RD         | PLEASANT HOME RD - WARREN RD    | 18        | 7        | 30    | 4493          |
| 1238   | AVONDALE DR            | GARDNER MILL RD - WASHINGTON RD | 21        | 7        | 27    | 3253          |
| 3300   | QUAKER SPRING RD       | PLEASANT HOME RD - DEAD END     | 18        | 7        | 27    | 2320          |
| 3300   | DAVANT ST              | PLEASANT HOME RD - DEAD END     | 17        | 7        | 27    | 910           |
| 2700   | WEST TERRACE DR        | WICKLOW DR - CUL DE SAC         | 17        | 7        | 27    | 710           |
| 1273   | COUNTRY PLACE DR       | MIKE PADGETT HWY-DEAD END       | 20        | 8        | 26    | 2065          |

## RESURFACING WORKSHEET

### LARP 2009

|      |                   |                               |    |   |    |       |
|------|-------------------|-------------------------------|----|---|----|-------|
| 1283 | GOSHEN LANE N & S | GOSHEN CIRCLE TO CUL-DE-SAC   | 19 | 8 | 27 | 1204  |
| 20   | NEW KARLEEN RD    | TOBACCO RD - OLD KARLEEN RD   | 27 | 8 | 24 | 3084  |
| 35   | OLD WAYNESBORO RD | HEPH-MCBEAN RD - MCBEAN CREEK | 17 | 8 | 22 | 9853  |
| 562  | KEYSVILLE ROAD    | HWY 88 - COUNTY LINE          | 16 | 8 | 21 | 16370 |
| 2580 | STOREY MILL RD    | HEPH-MCBEAN RD - NEW PAVING   | 18 | 8 | 21 | 4750  |
| 4600 | STOREY MILL RD    | FULCHER RD - COUNTY LINE      | 21 | 8 | 21 | 6340  |
| 1300 | WALKER ST         | GORDON HWY TO SIBLEY ST       | 20 | 8 | 38 | 2675  |
| 2400 | SUMAC CT          | SUMAC DR - CUL DE SAC         | 19 | 8 | 27 | 650   |
| 2800 | CLIFFWOOD ST      | NORTON DR - LESLIE CIR        | 27 | 8 | 26 | 1050  |
| 3400 | JONATHAN CT       | JONATHAN CIR-CUL DE SAC       |    |   | 27 | 528   |
|      | <b>TOTAL</b>      |                               |    |   |    | 61729 |

# RESURFACING WORKSHEET

## LARP 2009

| TONNAGE |
|---------|
|         |
| 504     |
| 279     |
| 1165    |
| 2411    |
| 1203    |
| 676     |
| 165     |
| 506     |
| 394     |
| 2746    |
| 114     |
| 152     |
| 362     |
| 1052    |
| 428     |
| 46      |
| 266     |
| 342     |
| 627     |
| 803     |
| 534     |
| 48      |
| 220     |
| 478     |
| 200     |
| 373     |
| 1264    |
| 824     |
| 587     |
| 231     |
| 180     |
| 504     |

# RESURFACING WORKSHEET

## LARP 2009

|       |
|-------|
| 305   |
| 694   |
| 2032  |
| 3223  |
| 935   |
| 1248  |
| 953   |
| 165   |
| 256   |
| 134   |
| 29629 |



**Engineering Services Committee Meeting  
8/11/2008 1:00 PM  
Acquisition of Right-of-Way Norman C. Skalicky**

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|                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Department:</b>                                    | Attorney                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Caption:</b>                                       | Motion to approve an Option for the purpose of acquiring a Right-of-Way between Norman C. Skalicky, as owner, and Augusta, Georgia, as optionee, in connection with the Alexander Drive Project, GDOT Project No. STP-0001-00 (794), ARC Project No.: 323-04-296823215; 0.011 acre (490.32 sq. ft.) in fee and 0.005 acre (209.97 sq. ft.) of permanent construction and maintenance easement from the property located at 2819 Brickrun Way, Project Parcel 49 (Tax map 013-1, Parcel 254) at a purchase price of \$35,000.00. |
| <b>Background:</b>                                    | The property owner has agreed to convey a certain right-of-way and easement to Augusta, Georgia, for the Alexander Drive project.                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Analysis:</b>                                      | The purchase of the referenced property is necessary for the project.                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Financial Impact:</b>                              | The costs necessary for this purchase will be covered under the project budget.                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Alternatives:</b>                                  | Deny the motion to approve the purchase of the referenced property.                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Recommendation:</b>                                | Approve the motion to purchase the referenced property.                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Funds are Available in the Following Accounts:</b> | Funds available in the following account(s): 323041110-5411120 29682315-5411120                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

**REVIEWED AND APPROVED BY:**

**Administrator.  
Clerk of Commission**

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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:

If the said Augusta, Georgia, shall within 60 days after date hereof, pay me the sum of ~~\$32,400.00~~ <sup>\$35,000</sup>, 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 49, (Tax Map 013-1, Parcel(s) 254), consisting of 0.011 acre (490.32 sq. ft.) in fee and 0.005 acre (209.97 sq. ft.) of permanent construction & maintenance easement. Also granted is (are) N/A 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 \_\_\_\_\_ 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 at-ove 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 \_\_\_\_\_ for sum of \$\_\_\_\_\_, 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 \$\_\_\_\_\_, 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 49  
(Tax Map 013-1, Parcel No 254)

INITIALS MA



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 \_\_\_\_\_ acres of land owned by the undersigned adjacent to an abutting on the above numbered highway for the total consideration of \$ \_\_\_\_\_ 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.

Witness my hand and seal this 9<sup>th</sup> day of July, 20 08.

Not Signed, Sealed and Delivered in the presence of:

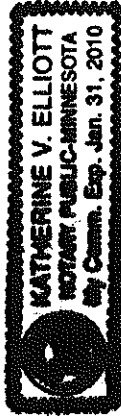
[Signature]  
Unofficial Witness

[Signature] (L.S.)  
Norman C. Skalicky

[Signature]  
NOTARY PUBLIC

\_\_\_\_\_  
(L.S.)

\_\_\_\_\_  
(L.S.)



AUGUSTA, GEORGIA

Administrator

DATE \_\_\_\_\_

PROJECT PARCEL 49  
(Tax Map 013-1, Parcel No 254)

STATE OF GEORGIA  
DEPARTMENT OF TRANSPORTATION  
RIGHT OF WAY MAP  
PROJECT NO. STP-0001-00(794)  
COUNTY, RICHMOND  
LAND LOT NO. N/A  
GMD 90TH  
DATE 5/4/06 SH 7 OF 25

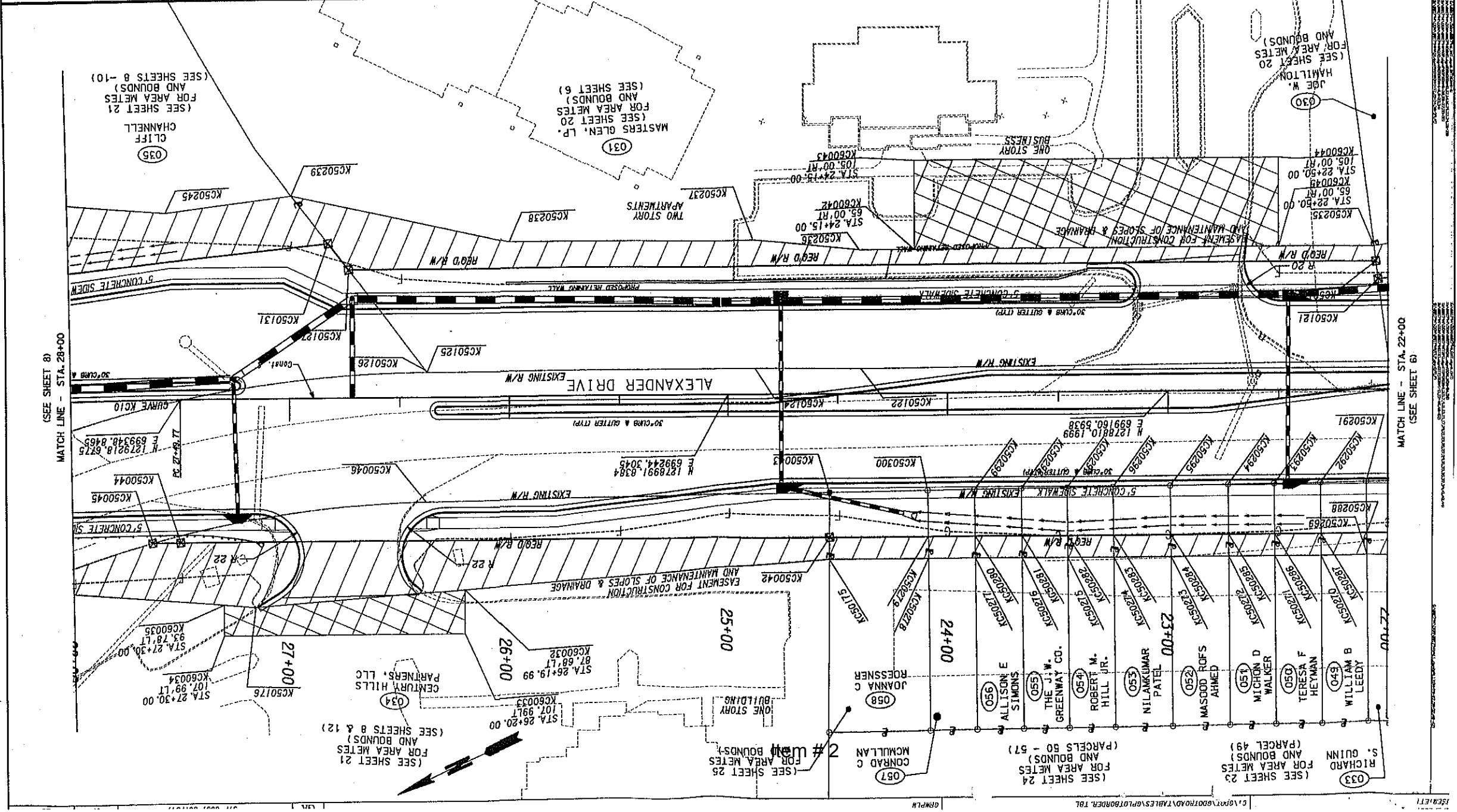
| DATE     | REVISIONS                                        |
|----------|--------------------------------------------------|
| 01-31-07 | REVISED EASEMENT & R/W FOR PARCELS 031, 034, 035 |

DATE  
REVISIONS

0 20 40 60  
SCALE IN FEET

RECD R/W & LIMIT OF ACCESS  
LIMIT OF ACCESS  
END LIMIT OF ACCESS.....ELA  
BEGIN LIMIT OF ACCESS.....BLA

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



[illegible]



**Engineering Services Committee Meeting**

**8/11/2008 1:00 PM**

**Approve execution of Frame Work Agreement with Georgia Department of Transportation for  
GDOT Project No: CSSTP-0006-00 (431)**

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|                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|--------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Department:</b>       | Utilities                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Caption:</b>          | Approve execution of Project Framework Agreement with Georgia Department of Transportation which will require Augusta Richmond County to cover the relocation cost for the City's existing water and sewer lines affected in the GDOT widening of State Route 56 from Bennock Mill Road to Old Waynesboro Road.                                                                                                                                                                          |
| <b>Background:</b>       | This GDOT project is in the conceptual stage. AUD is awaiting conceptual plans from GDOT in order to work with GDOT on probable construction cost estimate. The widening project requires the relocation and upgrade of more than 15,000 linear feet of water lines on GDOT ROW. GDOT Project Frame work Agreement requires Augusta-Richmond County to agree on payment of relocation cost for the water and sewer lines on GDOT ROW that will be in conflict with the widening project. |
| <b>Analysis:</b>         | Based on preliminary plans proposed by GDOT, the lines must be moved in order to gain access for future development and to replace with higher quality materials than were available when some of the lines were originally instal                                                                                                                                                                                                                                                       |
| <b>Financial Impact:</b> | To be confirmed once conceptual planes received.                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Alternatives:</b>     | 1. Reject execution of GDOT Framework Agreement which might delay the construction of the widening of SR56 2.<br>Approve execution of GDOT Framework Agreement to fund the relocation of lines that will be affected by the widening project                                                                                                                                                                                                                                             |

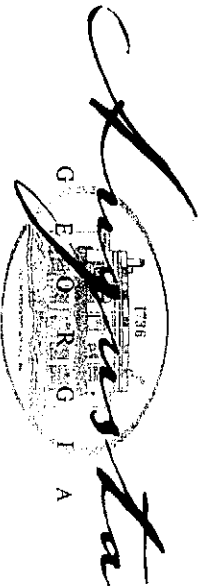
**Recommendation:** It is recommended to approved the execution of the GDOT Framework Agreement

**Funds are  
Available in the  
Following  
Accounts:**

**REVIEWED AND APPROVED BY:**

**Finance.  
Procurement.  
Administrator.  
Clerk of Commission**

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## ENGINEERING DEPARTMENT

Abie L. Ladson, PE, Director

### MEMORANDUM

**TO:** Drew Goins, Interim Director of Utilities  
**FROM:** *W* Abie L. Ladson, PE, Director  
**DATE:** Tuesday, May 20, 2008  
**SUBJECT:** State Route 56  
(*Widening SR 56 From Bennock Mill Road to Old Waynesboro Road*)  
Project Number: N/A  
GDOT Project Number: CSSTP-0006-00 (431) Richmond, PI 0006431  
File reference: 08-014(A)

Item # 3

The referenced subject is a Georgia Department of Transportation (GDOT) project that will widen and reconstruct SR 56 from Bennock Mill Road to Old Waynesboro Road.

GDOT has submitted three originals of the Project Framework Agreement (PFA) on this project to the City for execution (see attachments). The agreement asks the City to be responsible for the relocation of any city owned utilities that will be in conflict with the project. Project layouts are available on the GDOT web site at [www.dot.state.ga.us](http://www.dot.state.ga.us) and can be accessed as shown below.

- click on the link *General Public*
- click on the link *Public Involvement*
- click on the link *Public Outreach*
- select project: *SR 56 Widening & Reconstruction*
- click on the link *Images*

Layouts are also available at the Engineering Department, 522 Greene Street.

Please review this information and have the documents executed by the Mayor. This is requesting that you return the executed documents to this office to the attention of David Griffith, Acting Project Manager, and he will be responsible for forwarding the agreements back to GDOT.

Thank you for your attention to this and please call David Griffith at 770-862-4024 if you have any questions.

ALL/DOG/scm

Attachment(s)

cc: Hameed Malik, PhD., PE, Assistant Director Engineering - w/o attachments  
Anthony (Tony) Williams, Construction Manager - w/o attachments  
David Griffith, Acting Project Manager - w/o attachments  
Vonda Everett, GDOT District Planning & Programming Engineer- w/o attachments  
File



GENA L. ABRAHAM, Ph.D.

COMMISSIONER  
(404) 656-5206

## Department of Transportation

State of Georgia

GERALD M. ROSS, P.E.

CHIEF ENGINEER  
(404) 656-5277

#2 Capitol Square, S.W.

Atlanta, Georgia 30334-1002

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

EARL L. MAHFUZ  
TREASURER  
(404) 656-5224

April 29, 2008

Honorable Deke Copenhaver  
Mayor of Augusta-Richmond County  
530 Greene Street, Room 806  
Augusta, Georgia 30911

Item # 3

Dear Mr. Copenhaver:

**RE: CSSTP-0006-00 (431) Richmond County**  
**State Route 56 from Doug Barnard Parkway to Bennock Mill Road**  
**P.I. No. 0006431**

By letter dated January 17, 2007, a Project Framework Agreement was submitted to Augusta-Richmond County for signature. That agreement has not been executed, and upon review has been found to be in error. Revised agreements are enclosed for your review and completion. Attachment "A" on Page 9 indicates that Augusta-Richmond County will be responsible for the cost of relocating and/or adjusting all local government owned utilities. Once signed, please return all three copies to our office at P. O. Box 8, Tennille, Georgia 31089 for further execution.

If you have any questions regarding the agreement, please contact me at (478) 552-4631.

Sincerely,

DEPARTMENT OF TRANSPORTATION

*Vonda L. Everett*

By: Vonda L. Everett  
District Planning & Programming Engineer

For: Anthony (Tony) J. Collins  
District Engineer

AJC:GMB:VLE

Enclosures

cc: Bob Rogers

**AGREEMENT  
BETWEEN  
DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA  
AND  
AUGUSTA-RICHMOND COUNTY  
FOR  
TRANSPORTATION FACILITY IMPROVEMENTS**

Item # 3

This Framework Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 200\_, by and between the DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT", and Augusta-Richmond County, acting by and through its Mayor and Board of Commissioners, hereinafter called the "LOCAL GOVERNMENT".

WHEREAS, the LOCAL GOVERNMENT has represented to the DEPARTMENT a desire to improve the transportation facility described in Attachment A, attached and incorporated herein by reference and hereinafter referred to as the "PROJECT"; and

WHEREAS, the LOCAL GOVERNMENT has represented to the DEPARTMENT a desire to participate in certain activities including the funding of certain portions of the PROJECT and the DEPARTMENT has relied upon such representations; and



WHEREAS, the DEPARTMENT has expressed a willingness to participate in certain activities of the PROJECT as set forth in this Agreement; and

WHEREAS, the Constitution authorizes intergovernmental agreements whereby state and local entities may contract with one another "for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services or facilities which the parties are authorized by law to undertake or provide." Ga. Constitution Article IX, §III, ¶I(a).

Item # 3

NOW THEREFORE, in consideration of the mutual promises made and of the benefits to flow from one to the other, the DEPARTMENT and the LOCAL GOVERNMENT hereby agree each with the other as follows:

1. The LOCAL GOVERNMENT shall contribute to the PROJECT by funding all or certain portions of the PROJECT costs for the preconstruction engineering (design), reimbursable utility relocation, right of way acquisitions and construction, as specified in Attachment A, attached hereto and incorporated herein by reference. Expenditures incurred by the LOCAL GOVERNMENT and eligible for reimbursement by the DEPARTMENT shall not be considered reimbursable to the LOCAL GOVERNMENT until the LOCAL GOVERNMENT receives a written notice to proceed for each phase of the PROJECT.

Upon execution of this Agreement, the LOCAL GOVERNMENT hereby agrees and shall transfer to the DEPARTMENT the sum of Zero and No/100 Dollars

(\$0.00) for the purpose of providing the DEPARTMENT with the local match for the costs of the preconstruction engineering (design) activities.

2. The DEPARTMENT shall contribute to the PROJECT by funding all or certain portions of the PROJECT costs for the preconstruction engineering (design) activities, right of way acquisitions or construction as specified in Attachment A.

3. It is agreed by both parties that each shall adhere to the Budget currently established in the approved Transportation Improvement Program/State Transportation Improvement Program (TIP/STIP). Furthermore, all parties shall adhere to the Budget approved by the DEPARTMENT, specified in Attachment A and incorporated herein by reference.

If, for any reason, the LOCAL GOVERNMENT does not produce acceptable deliverables within the approved budget, the Local Government shall be responsible for additional funding. The DEPARTMENT reserves the right to delay the PROJECT's implementation until additional funds can be identified for Right of Way or Construction, as applicable.

4. The LOCAL GOVERNMENT shall be responsible for all costs for the continual maintenance and the continual operations of any and all sidewalks and the grass strip between the curb and gutter and the sidewalk within the PROJECT limits.

Item # 3

5. Both the LOCAL GOVERNMENT and the DEPARTMENT hereby acknowledge that Time is of the Essence. It is agreed that both parties shall adhere to the schedule of activities currently established in the approved Transportation Improvement Program/State Transportation Improvement Program (TIP/STIP). Furthermore, all parties shall adhere to the detailed project schedule as approved by the DEPARTMENT, attached as Attachment B and incorporated herein by reference. In the completion of respective commitments contained herein, if a change in the schedule is needed, the LOCAL GOVERNMENT shall notify the DEPARTMENT in writing of the proposed schedule change and the DEPARTMENT shall acknowledge the change through a written response letter, provided that the DEPARTMENT shall have final authority for approving any change.

If, for any reason, the LOCAL GOVERNMENT does not produce acceptable deliverables in accordance with the approved schedule, the DEPARTMENT reserves the right to delay the PROJECT's implementation until funds can be re-identified for construction or right of way, as applicable.

6. The LOCAL GOVERNMENT shall certify that they understand the regulations for "CERTIFICATION OF COMPLIANCES WITH FEDERAL PROCUREMENT REQUIREMENTS, STATE AUDIT REQUIREMENTS, AND FEDERAL AUDIT REQUIREMENTS" and will comply in full with said provisions.

7. It is understood and agreed by the DEPARTMENT and the LOCAL GOVERNMENT that the Activities in this Agreement only apply to the

Preconstruction Engineering. The DEPARTMENT will prepare as necessary LOCAL GOVERNMENT Specific Activity Agreements for applicable Right of Way or Construction.

8. The DEPARTMENT shall accomplish all of the design activities for the PROJECT.

9. The LOCAL GOVERNMENT, unless shown otherwise on Attachment A, shall acquire the Right of way 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. If the right of way phase is 100% local funding with no Federal or State reimbursement, upon the DEPARTMENT's approval of the PROJECT right of way plans, verification that the approved environmental document is current, and a written notice to proceed by the DEPARTMENT, the LOCAL GOVERNMENT shall stake the right of way and may proceed with the acquisition of the necessary right of way for the PROJECT. If the right of way phase involves Federal and/or State funding reimbursement, upon the DEPARTMENT's approval of the PROJECT right of way plans, the LOCAL GOVERNMENT shall stake the right of way and may proceed with all pre-acquisition right of way activities, however, property negotiation and acquisition cannot commence until the "Contract for the Acquisition of Right of Way" to be prepared by the Office of Right of Way is executed between the LOCAL GOVERNMENT and the DEPARTMENT. Failure of the LOCAL GOVERNMENT to adhere to the provisions and requirements specified in the acquisition contract may

result in the loss of Federal funding for the PROJECT and it will be the responsibility of the LOCAL GOVERNMENT to make up the loss of that funding. In the event the LOCAL GOVERNMENT is to receive reimbursement of all or part of the acquisition funding, reimbursable right of way costs are to include land and improvement costs, property damage values, relocation assistance expenses and contracted property management costs. Non reimbursable costs include administrative expenses such as appraisal, consultant, attorney fees and any in-house property management or staff expenses. The LOCAL GOVERNMENT shall certify that all required right of way is obtained and cleared of obstructions, including underground storage tanks, 2 months prior to advertising the PROJECT for bids.

Item # 3

10. Upon completion and approval of the PROJECT plans, certification that all needed rights of way have been obtained and cleared of obstructions, and certification that all needed permits for the PROJECT have been obtained, the PROJECT shall be let for construction. The DEPARTMENT, unless shown otherwise on Attachment A, shall be solely responsible for securing and awarding the construction contract for the PROJECT.

11. The LOCAL GOVERNMENT agrees that all reports, studies, estimates, maps, computations, computer files and printouts, and any other data prepared under the terms of this Agreement shall become the property of the DEPARTMENT if required. This data shall be organized, indexed, bound, and delivered to the DEPARTMENT no later than the advertisement of the PROJECT for letting. The

DEPARTMENT shall have the right to use this material without restriction or limitation and without compensation to the LOCAL GOVERNMENT.

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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the DEPARTMENT and the LOCAL

GOVERNMENT have caused these presents to be executed under seal by their duly authorized representatives.

RECOMMENDED:

AUGUSTA-RICHMOND COUNTY

\_\_\_\_\_  
District Engineer

BY: \_\_\_\_\_

\_\_\_\_\_  
Director of Preconstruction

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Chief Engineer

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

DEPARTMENT OF  
TRANSPORTATION

\_\_\_\_\_  
Witness

BY: \_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Notary Public

This Agreement approved by Local  
Government, the \_\_\_\_\_ day of  
\_\_\_\_\_, 200\_.

ATTEST:

Attest

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Name and Title

REVIEWED AS TO LEGAL FORM:

FEIN: \_\_\_\_\_

\_\_\_\_\_  
Office of Legal Services

**ATTACHMENT "A"**  
**Project Number: CSSTP-0006-00 (431) – Richmond County**

| Project                                                                                                | Work     | Preliminary Engineering                          |           | Right of Way                                         |                                 |                | Construction                                                |            | Utility Relocation                   |
|--------------------------------------------------------------------------------------------------------|----------|--------------------------------------------------|-----------|------------------------------------------------------|---------------------------------|----------------|-------------------------------------------------------------|------------|--------------------------------------|
| (PI#, Project #, Description)                                                                          | Type     | Funding                                          | Design by | Funding of Real Property                             | Funding of Acquisition expenses | Acquisition by | Funding                                                     | Letting By | Funding by                           |
| PI# 0006431 Richmond CSSTP-0006-00 (431) SR 56 FM CR 1518/ DOUG BARNARD PKWY TO CR 17/ BENNOCK MILL RD | Widening | 80% Federal (2,740,800)<br>20% State (\$685,200) | GDOT      | 80% Federal (\$7,414,400)<br>20% State (\$1,853,600) | GDOT                            | GDOT           | 80% Federal (\$29,477,098.34)<br>20% State (\$7,369,274.59) | GDOT       | Local (Locally-Owned Utilities Only) |
|                                                                                                        |          |                                                  |           |                                                      |                                 |                |                                                             |            |                                      |
|                                                                                                        |          |                                                  |           |                                                      |                                 |                |                                                             |            |                                      |
|                                                                                                        |          |                                                  |           |                                                      |                                 |                |                                                             |            |                                      |
|                                                                                                        |          |                                                  |           |                                                      |                                 |                |                                                             |            |                                      |
|                                                                                                        |          |                                                  |           |                                                      |                                 |                |                                                             |            |                                      |
|                                                                                                        |          |                                                  |           |                                                      |                                 |                |                                                             |            |                                      |

Note: Maximum allowable GDOT participating amounts for each category shall be shown above. Local Government will only be reimbursed the percentage of the accrued invoiced amounts up to but not to exceed the maximum amount indicated.



# **ATTACHMENT "B"** **0006431 – Richmond County**

## **Proposed Project Schedule**

|                               |  |  |  |  |
|-------------------------------|--|--|--|--|
| <b>Environmental Phase</b>    |  |  |  |  |
|                               |  |  |  |  |
| <b>Concept Phase</b>          |  |  |  |  |
|                               |  |  |  |  |
| <b>Preliminary Plan Phase</b> |  |  |  |  |
|                               |  |  |  |  |
| <b>Right of Way Phase</b>     |  |  |  |  |
|                               |  |  |  |  |

|                                              |                              |                               |                               |                               |                               |
|----------------------------------------------|------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|
| <b>Deadlines for<br/>Responsible Parties</b> | <b>Execute<br/>Agreement</b> | <b>Month/Year<br/>04/2008</b> | <b>Month/Year<br/>10/2009</b> | <b>Month/Year<br/>05/2010</b> | <b>Month/Year<br/>06/2011</b> |
|----------------------------------------------|------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|



**Engineering Services Committee Meeting  
8/11/2008 1:00 PM  
Belair Hills Subdivision Improvements Change #4, Contract Award, SA#4**

---

**Department:** Abie L. Ladson, Director

**Caption:** Approve (CPB #324-04110-203824335) Change Number Four in the amount of \$6,549,090.64 with funding of \$56,642.00 from SPLOST Phase IV Recapture, \$1,600,000.00 from (Augusta Utilities Department), and \$87,000.00 from (Augusta Recreation Department) for Project Engineering and Construction. Also approve award of Construction Contract to Blair Construction, Inc. in the amount of \$6,549,090.64 for the Belair Hills Subdivision Improvements Project, subject to receipt of a detailed project schedule, a contractor's project team approved by the Engineering Department, a traffic control plan, a staging plan, signed contract(S) and proper bonds. Also approve Supplemental Agreement Number Four to W.R. Toole Engineers, Inc. in the amount of \$174,000.00 for additional services that include construction observation and field engineering.

**Background:** In February 2003, the Commission authorized the use of Paving Dirt Roads funds for the Belair Hills Estates Improvement project. This project consolidates the "paper" streets in the Belair Hills Subdivision and allows them to be constructed in one construction contract. The project will also include water and sewer installation and park improvements to be funded by Augusta Utilities Department and Augusta Parks and Recreation Department.

**Analysis:** Bids were received on July 1, 2008 with Blair Construction, Inc. being the low bidder. Bid results are as follow:  
CONTRACTOR BID 1. Blair Construction, Inc. \$6,549,090.64  
2. Beam's Contracting, Co. \$7,000,655.39  
It is the Engineering Department recommendation to award this project to the low bidder, subject to receipt of the following items: 1. Detailed Project Schedule 2. Contractor's Project Team Approval by AED 3. Traffic Control Plan 4. Staging

Cover Memo

Item # 4

Plan 5. Signed Contracts and Proper Bonds It is also essential that the Design Engineer of this project “W.R. Toole Engineers, Inc.” is involved in the day-to-day construction activities (construction inspection and field engineering) to help address the Engineering Department extensive work load. It is also the Engineering Department recommendation to approve the supplemental agreement for additional engineering services for this project.

**Financial Impact:** Funds are available in SPLOST Phase IV Recapture account #324-041110-6011110/207824999-6011110 in the amount of \$56,642.00, Augusta Utilities account #507-043420-5425210/80800020-5425210 in the amount of \$1,600,000.00 and Augusta Recreation account #325-061110-6011110/206065006-6011110 in the amount of \$87,000.00 upon Commission approval.

**Alternatives:** 1) Approve (CPB #324-04110-203824335) Change Number Four in the amount of \$6,549,090.64 with funding of \$56,642.00 from SPLOST Phase IV Recapture, \$1,600,000.00 from (Augusta Utilities Department), and \$87,000.00 from (Augusta Recreation Department) for Project Engineering and Construction. Also approve award of Construction Contract to Blair Construction, Inc. in the amount of \$6,549,090.64 for the Belair Hills Subdivision Improvements Project, subject to receipt of a detailed project schedule, a contractor’s project team approved by the Engineering Department, a traffic control plan, a staging plan, signed contract(S) and proper bonds. Also approve Supplemental Agreement Number Four to W.R. Toole Engineers, Inc. in the amount of \$174,000 for additional services that include construction observation and field engineering. 2) Do not approve and eliminate project.

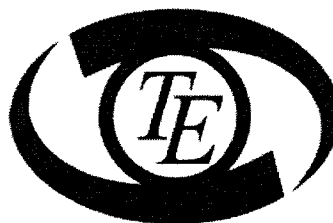
**Recommendation:** Approve Alternative Number One.

**Funds are Available in the Following Accounts:** Ph IV 324-041110-6011110/207824999-6011110 AU 507-043420-5425210/80800020-5425210 AR 325-061110-6011110/206065006-6011110

**REVIEWED AND APPROVED BY:**

**Finance.**  
**Administrator.**  
**Clerk of Commission**

---



# W R Toole Engineers, Inc.

**Engineers \* Consultants \* Planners**

July 21, 2008

Augusta Engineering Department  
505 Telfair Street  
Augusta, Georgia 30901

**Subject:        Proposal for Engineering Services**

**Attention:     Mr. Abie Ladson, P.E. – Director**

Mr. Ladson:

W.R. Toole Engineers thanks you for this opportunity of submitting this proposal for professional services associated with the Belair Hills Road and Drainage Improvement project. We are familiar with the project area and understand the required scope of work. A proposal for both professional engineering design and construction inspection / field engineering services is enclosed for your approval.

Again, we appreciate this opportunity and look forward to working with you on this project.

Sincerely,

W.R. TOOLE ENGINEERS, INC.

A handwritten signature in black ink, appearing to read 'Tom Dunaway', with a long, sweeping horizontal line extending to the right.

Tom Dunaway, P.E.  
Senior Project Manager

**BELAIR HILLS ROAD & DRAINAGE IMPROVEMENT PROJECT**  
**CITY OF AUGUSTA, GEORGIA PROJECT #324-04-203824335**

**Professional Services Proposal**

Original Submittal: December 2007

*REVISED: July 21, 2008*

This proposal includes professional engineering services associated with the design of a new storm sewer system along Saybrook Drive. This proposal also includes field engineering and periodic construction inspection services associated with proposed roadway and drainage improvements in the Belair Hills Subdivision (City of Augusta, Georgia Project #324-04-203824335).

**Project Location:**

The Belair Hills Subdivision is located in the western section of Richmond County, just north of the Gordon Highway - Powell Road intersection. Belair Road is along the northern limits of the subdivision. Flagler Road and Saybrook Drive border Belair Hills to the east and west, respectively.

**Project Description:**

Roadway and drainage improvements are proposed in the Belair Hills Subdivision. Specific improvements include new roadway sections, including asphalt paving and curb and gutter, integrated storm sewer systems, stormwater detention facilities, public water main and sanitary sewer systems. A walking trail is also proposed. Construction plans for the subject improvements were completed during December 2007. Bids for the subject project were received on Tuesday, July 1, 2008.

Drainage improvements are proposed along Saybrook Drive. These improvements are not yet designed, but most likely will include a closed pipe drainage system that will collect and convey run-off along Saybrook Drive, in addition to the run-off from the northwestern extremities of Carolyn Street and Barrett Street. Potential system outfall locations will be evaluated and recommended during concept development. WRTE will also evaluate stormwater detention opportunities. Please note that this proposal does not include services to analyze the areas downstream of the selected outfall location.

Specific tasks associated with the periodic construction inspection and field engineering associated with the Belair Hills project are noted below. Additionally, tasks associated with the design of a new storm sewer system along Saybrook Drive are outlined below.

**Scope of Services - Saybrook Drive Storm Sewer System:**

WRTE will provide the following tasks associated with storm sewer improvements along Saybrook Drive:

- A topographic survey of Parcel 51-38 (Martin property). Property information will be compiled based on field located property corners and City of Augusta GIS maps.
- WRTE will provide Concept Development services that will include:
  - An evaluation of Parcel 51-38 for the purposes of stormwater detention
  - Storm sewer system analysis to include alignment and outfall location alternatives, pipe sizes, and material alternatives for the proposed storm sewer system along Saybrook Drive;
  - Hydrology & Hydraulics Report;
  - Opinion of probable construction costs.
- WRTE will provide a recommended alternative for the proposed storm sewer system alignment. This information will be compiled into a Concept Report and submitted to AED. WRTE assumes 3 copies will be submitted for review and comment.
- A topographic survey and basemap of the Saybrook Drive storm sewer alignment. The survey corridor will include an approximate area of 3,000-feet by 60-feet wide. The exact survey corridor will be based on the selected storm sewer alignment. Property information will be compiled based on field located property corners and City of Augusta GIS maps.
- Provide final construction plans, in plan – profile format, using the surveyed basemap of the preferred alignment. Plans will include details, staking information, and best management practices. WRTE assumes that these plans will be a stand-alone set, separate from the December 7, 2007 Belair Hills Road & Drainage Improvements plan set.
- Final opinion of probable construction cost.
- Facilitate a final review meeting with AED to confirm the proposed improvements and impacts.
- Coordinate proposed improvements with utility companies and AED Right-of-Way department.
- **Deliverables:**
  - Three (3) Concept Reports, including Hydrology & Hydraulics report, costs, and recommendations.
  - WRTE will submit five (5) sets of stand-alone construction plans for the Saybrook Drive Storm Sewer Improvements.
  - WRTE will provide periodic construction inspection and field engineering services associated with the storm sewer improvements along Saybrook Drive.
  - WRTE will provide easement maps as necessary for property acquisition.

## **Scope of Services – Periodic Construction Inspection & Field Engineering**

WRTE will provide periodic construction inspection services during the life of the project. Specific tasks to be completed by WRTE, per construction phase, are outlined below:

### **Pre-Construction Phase**

- Issue Award Recommendation
- Issue Notice of Intent (NOI) to local review agency
- Review Material Submittals
- Facilitate Pre-Construction Meeting
- Review preliminary Project Schedule (provided by Contractor)

### **Construction Phase**

- Provide one-time inspection of erosion control Best Management Practices (BMPs) per NPDES statutes.
- Provide twice weekly construction inspections for life of project. Inspection services will be provided to confirm that construction is in general accordance with plans and specifications.<sup>1, 2</sup> Weekly Site Meetings will be coordinated with Project Superintendent, City of Augusta, and Engineer.
- Review monthly Pay Requests and Issue Recommendations for Payment.
- Attend Punchlist development meeting and provide follow-up correspondence

### **Post Construction Phase**

- Secure red line as-builts from Contractor. WRTE will prepare digital copies of red-line plans for delivery to Owner
- Provide inspection of final punchlist items.

### **Field Engineering Services**

- Provide clarifications, field revisions, recommendations, etc. as needed during construction. For the purposes of this proposal, WRTE assumed 10-hours of Field Engineering per month for the life of the project. WRTE understands that any field changes will be 'red-lined' on the Contractor's field set and documented as part of the Record Drawings.
- Field revisions requiring additional surveying, mapping, permitting, etc. will be provided under a separate fee proposal.



**Project Schedule:**

Professional services associated with the Saybrook Drive improvements will be initiated immediately upon receipt of a Notice to Proceed. Initial surveying and mapping will be completed in approximately 4 weeks. Concept Reports will be completed 3-weeks after initial surveying and mapping. Final construction plans will be completed in approximately 8-weeks after approval of the Concepts. A detailed project schedule will be provided upon receipt of a notice to proceed. This schedule will be updated throughout the project development process.

Regarding the proposed construction phase services, WRTE estimates an 18-month construction schedule for the Belair Hills project.

**Professional Compensation Schedule:**

WRTE proposes to complete the scope of work outlined above based on the lump sum fee shown on the attached professional fee schedule.

---

Notes:

1. For the purposes of this proposal, WRTE anticipates that we will provide a Construction Inspector, under the supervision of licensed Professional Engineer, for an average of 8-hours per week. A minimum of 2 inspections per week will be performed, one of which will include a weekly site construction meeting with the Contractor and AED Staff.
2. Inspection services are proposed for Augusta Engineering Department tasks only. We understand that Augusta Utilities Department and Augusta Parks and Recreation Department will provide inspection services for their respective tasks.

| Professional Fee Summary                                                                                                 |                                                                                                                                                                |                                                                                   |
|--------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| <br><b>W.R. Toole Engineers, Inc.</b> |                                                                                                                                                                | <b>Belair Hills Subdivision -<br/>Road &amp; Drainage<br/>Improvement Project</b> |
| Task                                                                                                                     | Description                                                                                                                                                    | Task Fee                                                                          |
| 1                                                                                                                        | Saybrook Drive Storm Sewer Improvements - Engineering Design Services                                                                                          | \$35,900.00                                                                       |
| 2                                                                                                                        | Construction Phase Services<br><i>Pre-Construction</i><br><i>Periodic Construction Inspection &amp; Weekly Site Meetings</i><br><i>Post-Construction Phase</i> | \$103,800.00<br>\$3,800.00<br>\$93,400.00<br>\$6,600.00                           |
| 3                                                                                                                        | Field Engineering                                                                                                                                              | \$34,300.00                                                                       |
| <b>TOTAL</b>                                                                                                             |                                                                                                                                                                | <b>\$174,000.00</b>                                                               |

**Cranston Engineering Group, P.C.**

ENGINEERS PLANNERS SURVEYORS

452 ELLIS STREET, AUGUSTA, GEORGIA 30901-1681  
POST OFFICE BOX 2546, AUGUSTA, GEORGIA 30903-2546  
TELEPHONE (706) 722-1566  
TELECOPIER (706) 722-2379  
www.cranstonengineering.com

## FAX COVER SHEET

DATE: July 24, 2008

Page 1 of 2

TO (COMPANY): Augusta Engineering Department

ATTN: Abie Ladson

FAX NO: 706-796-5045

FROM: Tori Wheeler

PROJECT NO: 2007-0170

PROJECT NAME: D'Antignac Street Drainage Improvements

## COMMENTS:

I am sending you a hard copy of the Status Report dated 7/21/08 for Commissioner Jimmy Smith that you requested. Is there another method we should use to send the Commissioner his Status Report next time? Please let me know what method is best. Thanks.

## COPIES TO

Scott Williams  
Dennis Welch

Cranston Engineering Group, P.C.

By:

Tori Wheeler, Project Engineer Item # 4

**DO NOT PROCESS THIS DOCUMENT.** (once approved by the  
Commission Engineering will send the original document(s) for execution to the  
Clerk of Commission Office. For questions please contact Engineering at ext

**Augusta-Richmond County, Georgia**

**CPB#324-041110-203824335**

**CAPITAL PROJECT BUDGET  
BELAIR HILLS IMPROVEMENT PROJECT  
CHANGE NUMBER FOUR**

**BE IT ORDAINED** by the Commission-Council of Augusta-Richmond County,  
Georgia that the following Capital Project Budget is hereby amended:

Section 1: The project change is authorized to CPB# 324-04-203824335. Change number Four consolidates the "paper" streets in the Belair Hills Subdivision and allows them to be constructed in one construction contract. The project will also include water and sewer installation and park improvements to be funded by Augusta Utilities Department and Augusta Parks and Recreation Department in the total amount of \$6,549,090.64.

Section 2: The following revenues are anticipated to be available to the Consolidated Government to complete the project.

|                                          |              |
|------------------------------------------|--------------|
| Special 1% Sales %Sales Tax, Phase IV    | \$ 3,801,130 |
| CF Grading & Drainage , Phase IV         | \$ 500,000   |
| CF Resurfacing, Phase IV                 | \$ 1,101,000 |
| Special 1% Sales Tax, Phase IV Recapture | \$ 56,642    |
| Augusta Utilities Department             | \$ 1,600,000 |
| Augusta Recreation and Parks Department  | \$ 87,000    |
|                                          | <hr/>        |
|                                          | \$ 7,145,772 |

Section 3: The following amounts are appropriated for the project:

|        | <b>By Basin</b> |        | <b>By District</b> |
|--------|-----------------|--------|--------------------|
| Varies | \$7,145,772     | Varies | \$ 7,145,772       |

Section 4: Copies of this Capital Project Budget shall be made available to the Comptroller for direction in carrying out this project.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_.

Approved

\_\_\_\_\_  
Honorable Deke Copenhaver, Mayor

Original-Commission Council Office  
Copy-Engineering Department  
Copy-Finance Department  
Copy-Procurement Department

Augusta-Richmond County, Georgia

CPB#324-041110-203824335

**CAPITAL PROJECT BUDGET  
BELAIR HILLS IMPROVEMENT PROJECT  
CHANGE NUMBER FOUR**

| <b><u>SOURCE OF FUNDS</u></b>                                             | <b><u>CPB AMOUNT<br/>CPB</u></b> | <b><u>CPB<br/>CHANGE</u></b>                       | <b><u>NEW<br/>CPB</u></b> |
|---------------------------------------------------------------------------|----------------------------------|----------------------------------------------------|---------------------------|
| SPECIAL 1% SALES TAX, PHASE I<br>324-04-1110/201824055                    | (\$3,801,130)                    | \$0                                                | (\$3,801,130)             |
| CF GRADING & DRAINAGE PHASE IV<br>324-041110/201824021                    | (\$500,000)                      | \$0                                                | (\$500,000)               |
| CF RESURFACING PHASE IV<br>324-04-1110/201824041                          | (\$1,101,000)                    |                                                    | (\$1,101,000)             |
| Special 1% SALES TAX, PHASE IV RECAPTURE<br>324-04-1110-6011110/207824999 |                                  | (\$56,642)                                         | (\$56,642)                |
| AUGUSTA UTILITIES DEPARTMENT<br>507043420-5425210/80800020-5425210        |                                  | (\$1,600,000)                                      | (\$1,600,000)             |
| AUGUSTA RECREATION AND PARKS DEPARTMENT<br>325-06-1110/206065006          |                                  | (\$87,000)                                         | (\$87,000)                |
| <b>TOTAL SOURCES:</b>                                                     | <b>(\$5,402,130)</b>             | <b>(\$1,743,642)</b>                               | <b>(\$7,145,772)</b>      |
| <b><u>USE OF FUNDS</u></b>                                                |                                  |                                                    |                           |
| ENGINEERING<br>324-04-1110-5212115/203824335                              | \$273,755                        | \$56,642                                           | \$330,397                 |
| RIGHT-OF-WAY<br>324-04-1110-5411120/203824335                             | \$200,000                        | (\$200,000)                                        | \$0                       |
| ADVERTISING<br>324-04-1110-5233119/203824335                              | \$1,000                          |                                                    | \$1,000                   |
| UTILITIES (RELOC)<br>324-04-1110-5414510/203824335                        | \$100,000                        | (\$100,000)                                        | \$0                       |
| CONSTRUCTION<br>324-04-1110-5414110/203824335                             | \$4,350,000                      | \$1,687,000<br>\$200,000<br>\$100,000<br>\$477,375 | \$6,814,375               |
| CONTINGENCY<br>324-04-1110-6011110/203824335                              | \$477,375                        | (\$477,375)                                        | \$0                       |
| <b>TOTAL USES:</b>                                                        | <b>\$5,402,130</b>               | <b>\$1,743,642</b>                                 | <b>\$7,145,772</b>        |

**DO NOT PROCESS THIS**

**DOCUMENT.** (once approved by the Commission Engineering will send the original document(s) for execution to the Clerk of Commission Office. For questions please contact Engineering at ext 5070. )

**AUGUSTA, GEORGIA  
ENGINEERING DEPARTMENT  
SUPPLEMENTAL AGREEMENT**

PROJECT NUMBER: 324-04-203824335  
SUPPLEMENTAL AGREEMENT NO.: 4  
P.O.: 78600

WHEREAS, We, **WR Toole Engineers, Inc.** Consultant, entered into a contract with Augusta-Richmond County on April 15, 2003, for engineering design services associated with the Belair Hill Subdivision Improvements, Project No. 324-04-203824335, File Reference No. 06-014 (A), and

WHEREAS, certain revisions to the design requested by Augusta, Georgia are not covered by the scope of the original contract, we desire to submit the following Supplemental Agreement to-wit:

Additional engineering services that required to include construction observation and field engineering.

It is agreed that as a result of the above modification the contract amount is increased by **\$174,000.00** from **\$412,085.74** to a new total of **\$586,085.74**

This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

NOW, THEREFORE, We, **WR Toole Engineers, Inc.**, Consultant, hereby agree to said Supplemental Agreement consisting of the above mentioned items and prices, and agree that this Supplemental Agreement is hereby made a part of the original contract to be performed under the specifications thereof, and that the original contract is in full force and effect, except insofar as it might be modified by this Supplemental Agreement.

This 18th day of July, 2008.

**RECOMMEND FOR APPROVAL:**

CITY OF AUGUSTA, GEORGIA

\_\_\_\_\_  
**Deke Copenhaver, Administrator**  
Approved: Date \_\_\_\_\_

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Approved: Date \_\_\_\_\_  
[ATTACHED CORPORATE SEAL]

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_



**Engineering Services Committee Meeting  
8/11/2008 1:00 PM  
Cedar Grove Cemetery Burial Plot Records**

---

**Department:** Clerk of Commission

**Caption:** A report from staff regarding the burial plot records at Cedar Grove Cemetery.

**Background:**

**Analysis:**

**Financial Impact:**

**Alternatives:**

**Recommendation:**

**Funds are  
Available in the  
Following  
Accounts:**

**REVIEWED AND APPROVED BY:**

**Clerk of Commission**

---



**Engineering Services Committee Meeting  
8/11/2008 1:00 PM  
D'Antignac St Drainage Impvts - SA#2**

---

**Department:** Abie L. Ladson, Director Engineering

**Caption:** Approve Supplemental Agreement Number Two to Cranston Engineering Group, P.C. for additional Professional Design Services of the D'Antignac Street Drainage Improvements Project in the amount of \$166,130.00 for the Engineering Department.

**Background:** The D'Antignac Street Drainage Improvements project was approved by the Augusta-Richmond County Commission on March 28, 2007. D'Antignac Street has a low point in front of University Hospital which is drained through a series of pipes to the Third Level Canal below 8th Street. During periods of heavy rain, this area ponds and the rising water has put surrounding structures at risk. The City currently has a contract with Cranston Engineering Group, PC to provide a drainage study and a design to improve the area. The original study was to analyze the existing drainage system and provide design alternatives based on the required county standards and specifications, and most feasible cost. The study was completed in March of 2008, and it was determined that the original design plan to place an additional 60" pipe along D'antignac Street from 13th Street to Bennet Street would not provide necessary capacity to drain the problem area.

**Analysis:** The drainage study has also recommended a different alignment that will require additional surveying, property research and base maps, geotechnical services, NPDES monitoring, preliminary design, final design, permitting, and field engineering/construction observation. The propose stormwater will discharge into the Third Level Canal. The additional is \$166,130.00.

**Financial Impact:** Funds are available in SPLOST PHASE V (325-04-1120)



and as agreed upon in the Amended Intergovernmental Agreement for the D'Antignac Street Drainage Improvement project.

**Alternatives:** 1) Approve Supplemental Agreement Number Two to Cranston Engineering Group, P.C. for additional Professional Design Services of the D'Antignac Street Drainage Improvements Project in the amount of \$166,130.00 for the Engineering Department. 2) Do not approve.

**Recommendation:** Approve alternative one.

**Funds are Available in the Following Accounts:** SPLOST PHASE V 325-04-1120

**REVIEWED AND APPROVED BY:**

**Finance.  
Administrator.  
Clerk of Commission**

**AUGUSTA, GEORGIA  
ENGINEERING DEPARTMENT  
SUPPLEMENTAL AGREEMENT**

Project No.: N/A  
Supplemental Agreement No: 2  
P.O: N/A

WHEREAS, We, "Cranston Engineering Group, P.C." Consultant, entered into a contract with Augusta-Richmond County on "Date Contract", for engineering design services associated with the "D'Antignac", Project No. N/A, File Reference No. 07-014 (A), and

WHEREAS, certain revisions to the design requested by Augusta-Richmond County are not covered by the scope of the original contract, we desire to submit the following Supplemental Agreement to-wit:

**Additional Engineering services are required to perform field investigations of the surrounding properties as necessary in order to establish the drainage patterns.**

It is agreed that as a result of the above described modification the contract amount is increased by \$166,130.00 from \$99,190.00 to a new total of \$265,320.00.

Any modifications to submittal dates shall be as identified in the attached proposal. This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

NOW, THEREFORE, We, "Cranston Engineering Group, P.C.", Consultant, hereby agree to said Supplemental Agreement consisting of the above mentioned items and prices, and agree that this Supplemental Agreement is hereby made a part of the original contract to be performed under the specifications thereof, and that the original contract is in full force and effect, except insofar as it might be modified by this Supplemental Agreement.

This \_\_\_\_\_ day of \_\_\_\_\_, 2008.

**RECOMMEND FOR APPROVAL:**

CITY OF AUGUSTA-RICHMOND COUNTY  
AUGUSTA, GEORGIA

\_\_\_\_\_  
Fred Russell, Administrator

Approved: Date \_\_\_\_\_

\_\_\_\_\_  
Approved: Date \_\_\_\_\_  
[ATTACHED CORPORATE SEAL]

ATTEST:

\_\_\_\_\_  
Title: \_\_\_\_\_



**Cranston Engineering Group, P.C.**  
ENGINEERS - PLANNERS - SURVEYORS

452 ELLIS STREET, AUGUSTA, GEORGIA 30901  
POST OFFICE BOX 2546, AUGUSTA, GEORGIA 30903  
TELEPHONE 706-722-1588  
FACSIMILE 706-722-8379  
mail@cranstonengineering.com

THOMAS H. ROBERTSON, PE, AICP, RLS  
JAMES B. CRANFORD, JR., PE  
DENNIS J. WELCH, PE

J. CRAIG CRANSTON, PE, RLS  
(RETIRED)

July 18, 2008

Mr. Abie Ladson, P.E.  
Director  
Augusta Public Works and Engineering Department  
505 Telfair Street  
Augusta, Georgia 30901

**RECEIVED**

JUL 22 2008

Augusta, GA.  
Engineering Department

Re: D'antignac Street Drainage Improvements  
Revised Proposal  
Our File No. 2007-170

Dear Abie:

In accordance with your request, we are pleased to offer the following revised proposal for accomplishing the necessary surveying and engineering services for the study and design of the storm drainage improvements to D'antignac Street from Walton Way to R.A. Dent/Thirteenth Street. This letter outlines the project as we understand it, the scope of services offered, and the proposed fees.

**BACKGROUND**

D'antignac Street has a low point in front of University Hospital which is drained through a series of pipes to the Third Level Canal just below 8<sup>th</sup> Street. During periods of heavy rain, this area ponds to the extent that electrical rooms in the adjacent buildings have been put at risk by the rising water.

We are currently under contract with the city to provide a drainage study and subsequent design of the improvements for the area. The original contracted study was to include field investigations of the property to try and verify existing drainage patterns and prepare hydrology calculations of the existing conditions to use as a baseline for the proposed improvements. Once this baseline was established, we were to model the two existing alternative designs as shown on the Schematic Plan dated July 20, 2004 which was provided by the City.

Upon completion of this initial hydrology study, we presented our findings to you in a meeting at your office on February 28, 2008. In summary, our study indicated that the addition of a 60" pipe in D'antignac Street from 13<sup>th</sup> Street to the existing 84" pipe at Bennet Street would not be sufficient to attenuate the frequent flooding which is currently occurring in front of the main

Mr. Abie Ladson, P.E.

June 25, 2008

page 2

entrance for University Hospital. However, we did find that a combination of using the existing 51" x 63" arch pipe and a new 72" pipe from the parking deck at University Hospital down D'antignac Street to the 84" pipe at Bennet Street would be sufficient for handling the storm water flows expected from a 10 year design storm without flooding the streets in front of the hospital. This option would not allow for the elimination of the flows which are currently being carried under homes between D'antignac Street and Laney-Walker Boulevard by the existing arch pipe. In fact, under our model the pipe still carried approximately 100 cfs during the 10 year design storm. During our meeting, the determination was made that this alternative was unacceptable due to the fact that it continued to use the arch pipe under the existing homes. The request was made to expand our study phase of the project to include all other possible alternatives which both attenuate the flooding experienced in front of University Hospital and eliminate the connection to the arch pipe at D'antignac Street.

This expanded study was completed in accordance with our proposal dated March 13, 2008 and submitted to you on May 8, 2008. The study concluded that the most cost effective alternative which met the project requirements was to install a 78" diameter storm sewer from D'antignac Street to the Third Level Augusta Canal at 12<sup>th</sup> Street (Alternative 1). On June 18, 2008 we met with you and Hammed Malik of your office to review the study. At this meeting, we were instructed to proceed with the surveying and design of the recommenced alternative.

Inasmuch as the scope, construction budget and schedule have changed as a result of the study phase, we are hereby submitting our revised scope, budget and schedule to cover the surveying and design required for the alternative selected.

### **SCOPE OF WORK**

The Field Investigations, Hydraulic Studies and Schematic Design have been completed in accordance with the scope of work provided in proposals dated May 9, 2007 and March 13, 2008.

We propose to perform field surveys of the necessary properties, locating planimetrically all visible improvements and topographically mapping the terrain elevations in critical areas. The survey precision will be sufficient to produce elevation contours at one foot intervals, supplemented by appropriate spot and structure elevations. We will accomplish vertical control surveys to relate the elevations to the National Geodetic Vertical Datum of 1929, commonly referred to as mean sea level. We propose to locate existing utility lines based on field marks and maps furnished by the utility owners and CSRA Utility Service. These utilities will include power, gas, water, telephone, sewer, storm sewer, and cable television. Trees over three inches in diameter will be shown, noting species. Using this field data, together with the boundary plats of record, we propose to prepare a base map at an appropriate scale for use in the design of the proposed improvements.

Mr. Abie Ladson, P.E.  
June 25, 2008  
Page 3

Utilizing the prepared base map, we will prepare plans, specifications, and bidding documents for the proposed drainage improvements and the necessary appurtenances. Initially, we will prepare preliminary design plans showing horizontal and vertical alignments of the proposed storm sewers, as well as the necessary structures and miscellaneous details for your review and comment. Based on your comments, we will prepare and submit the final design plans, specifications and bidding documents of the proposed improvements for your review. Also upon approval of the preliminary plans, we will proceed with the completion and submission of any required easement plats, encroachment permits (GA Power and CSX Railroad), and Corps of Engineers Nationwide Permits (NWP) and provide any ancillary drawings as required by the reviewing agencies.

We will need to have a subsurface exploration of the route completed by a geotechnical engineer to analyze the soil conditions and location of the water table. We will coordinate with the geotechnical consultant, review their report and recommendations and would expect this consultant to be contracted directly with us as our sub-consultant. We are planning to use Graves Engineering Services to complete this work.

Construction drawings will be prepared in ink on mylar film at an appropriate scale. We can also furnish the drawings in AutoCAD computer disc format, if desired, at no additional fee. In the event of difference between the disc-reproduced drawing and the original tracing, the hard copy tracing will govern.

We propose to furnish the following Bidding and Construction Phases engineering services: preparing a schedule for bidding, preparing bidding documents, conducting a pre-construction meeting with contractor and appropriate city personnel, assisting you with securing bids from qualified contractors, advising you concerning the award of a contract, preparing contract documents subject to your approval, issuing a notice to proceed, making observations and reports of the construction work as it progresses to observe the progress and general quality (generally daily, but not full time), furnishing written bi-weekly status reports including copies of the daily reports for that period, administering appropriate progress meetings, issuing instructions to the contractor, reviewing shop drawings, reviewing the contractor's monthly applications for partial payment, determining the amounts owing to the contractor, interpreting the contract documents and technical specifications, consulting/coordinating as necessary with the City-County authorities and their representatives concerning their requirements, making a final inspection to determine whether or not the work has been completed substantially in accordance with the plans and specifications, preparing digital as-builts from information provided by the contractor, and reviewing the contractor's application for final payment. We also propose to provide the National Pollutant Discharge Elimination System (NPDES) permitting coordination, fees and monitoring as required by Permit No. 100002. We have estimated a construction period of six months. If this should change for reasons outside of our control, we would expect to negotiate fees for the additional construction phase engineering, inspection and NPDES monitoring at that time.

Mr. Abie Ladson, P.E.  
July 18, 2008  
Page 4

### **FEE PROPOSAL**

Our revised total fee for the surveying and design work for the D'antignac Street drainage improvements study and design will be a lump sum of \$265,320.00, which could be broken down by project phase as follows:

#### **Surveying and Engineering Design Services:**

|                                                          |                      |
|----------------------------------------------------------|----------------------|
| Field Investigations, Hydrology Studies & Schematic Plan | \$ 32,350.00         |
| Field Surveys, Property Research & Base Map              | \$ 33,650.00         |
| Preliminary Design                                       | \$ 51,975.00         |
| Final Design and Permitting                              | \$ 73,125.00         |
| Bidding Phase Services                                   | \$ 7,350.00          |
| Construction Phase Services                              | \$ 48,250.00         |
| <b>Surveying &amp; Engineering Subtotal</b>              | <b>\$ 246,700.00</b> |

#### **Additional Services:**

|                                                        |                     |
|--------------------------------------------------------|---------------------|
| Easement Plats (Estimated 10 @ \$600/each)             | \$ 6,000.00         |
| Geotechnical Services                                  | \$ 6,500.00         |
| NPDES Monitoring (Estimated 6 months @ \$920.00/month) | \$ 5,520.00         |
| NPDES Permitting Fee                                   | \$ 600.00           |
| <b>Additional Services Subtotal</b>                    | <b>\$ 18,620.00</b> |

|                            |                      |
|----------------------------|----------------------|
| <b>Revised Grand Total</b> | <b>\$ 265,320.00</b> |
| <b>Original Fee</b>        | <b>\$ 99,190.00</b>  |
| <b>ADDITIONAL FEE</b>      | <b>\$ 166,130.00</b> |

We expect to submit periodic invoices covering the design work as it progresses and to receive payment within thirty days thereafter.

### **TIME OF COMPLETION**

We are prepared to begin work at your direction and expect to complete the proposed services in accordance with the enclosed schedule dated June 25, 2008. Allowing for the modest intermediate review times, the estimated easement acquisition period and the estimated permitted durations shown

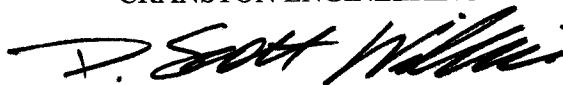
Mr. Abie Ladson, P.E.  
July 18, 2008  
Page 5

in the schedule, we would expect to present you with the completed plans ready to advertise for bids within approximately 6 months of the Notice to Proceed.

We appreciate the opportunity of making this proposal and trust that you find it satisfactory. Your signature in the space provided on a copy of this letter returned to use will be our authority to proceed. We are prepared to begin work immediately upon your direction. Should you have any question concerning the scope of the services offered or the fees, please do not hesitate to contact us.

Sincerely,

CRANSTON ENGINEERING GROUP, P.C.



D. Scott Williams, P.E.

DSW/vlk  
Enclosure

ACCEPTED:

**AUGUSTA PUBLIC WORKS & ENGINEERING DEPARTMENT**

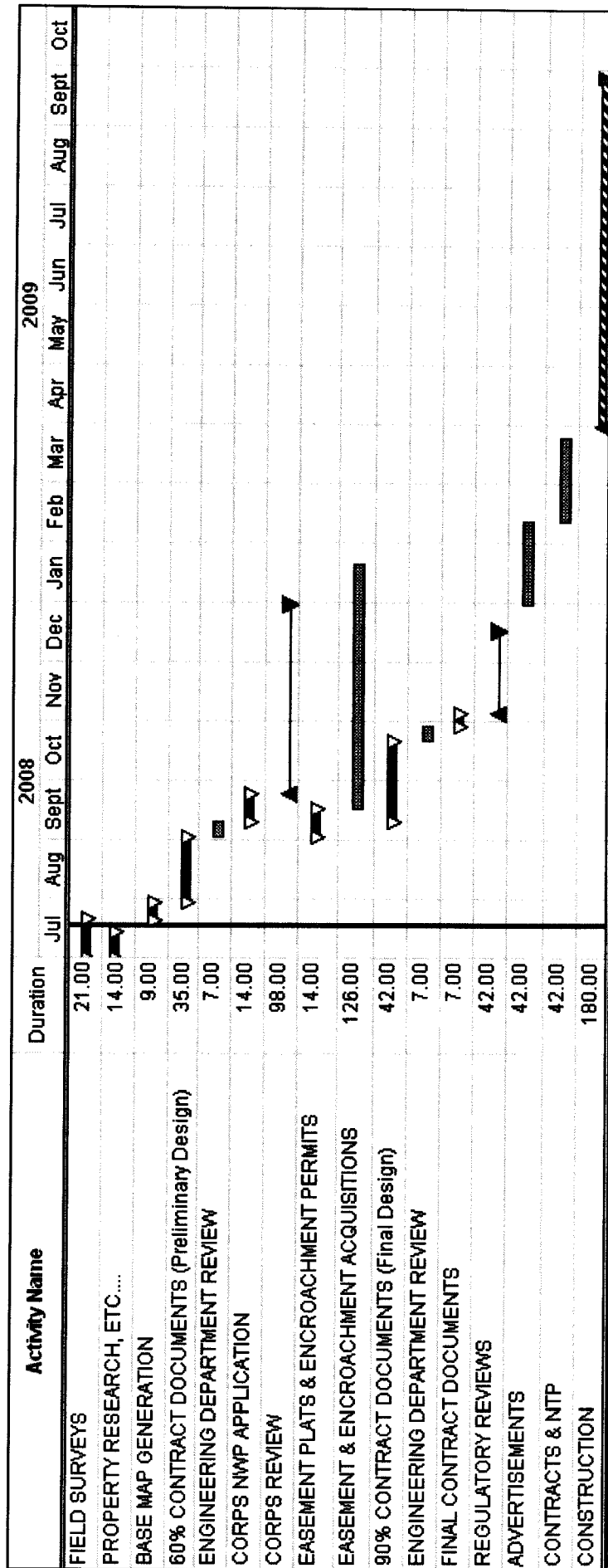
BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

G:\AA-CORRESPONDENCE\2007\2007-0170 - D'Antignac Street Drainage Improvements\07-170 Revised Proposal 7-18-2008.wpd

D'antignac Street Drainage Improvements  
 Augusta Engineering Department  
 June 25, 2008





**Myrtle Beach Trip**  
**August 1-3, 2008**

|             |                     |                  |                                        | <b>Friday</b>      | <b>Saturday</b> | <b>Sunday</b> | <b>Pack</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>Shop</b>                                                                                                                                                                                                                                                      |
|-------------|---------------------|------------------|----------------------------------------|--------------------|-----------------|---------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Wear</b> | <b>Jeans/ Shirt</b> | <b>Swim suit</b> | <b>Black top black jeans /leggings</b> | <b>Shorts/ top</b> |                 |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                  |
|             |                     |                  |                                        |                    |                 |               | <ol style="list-style-type: none"> <li>1. Medicine</li> <li>2. Swim suit</li> <li>3. Black top</li> <li>4. Black jeans</li> <li>5. Blue jean shorts</li> <li>6. Blue top</li> <li>7. Flip flops</li> <li>8. Black hill sandals</li> <li>9. Gold sandals</li> <li>10. White sandals</li> <li>11. Jean shorts</li> <li>12. Blue silk top</li> <li>13. Black bra</li> <li>14. Beige bra</li> <li>15. 4 x panties</li> <li>16. Belts</li> <li>17. Makeup</li> <li>18. Sun screen</li> <li>19. Perfume/ toiletries</li> </ol> | <ol style="list-style-type: none"> <li>1) Swim Suit</li> <li>2) Black flip flops</li> <li>3) Suntan Lotion</li> <li>4) Soft drinks</li> <li>5) Cheese</li> <li>6) Crackers</li> <li>7) Snacks</li> <li>8) Fruit</li> <li>9) Water</li> <li>10) Cooler</li> </ol> |



**Engineering Services Committee Meeting  
8/11/2008 1:00 PM**

**Georgia Power Company an Easement to serve Augusta Waste Management Plant**

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|                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|---------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Department:</b>                          | Attorney                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Caption:</b>                             | Motion to grant and convey to Georgia Power an easement for installation of an underground electrical distribution line through property owned by the City located on Highway U.S.1 for the Augusta Waste Management Plant for a nominal value of \$10.00.                                                                                                                                                                                                                                                                                                                                                        |
| <b>Background:</b>                          | Georgia Power is requesting an option to acquire an underground easement for an electrical distribution line known as the Richmond County Landfill “(Richmond County) Distribution Line”, to service property owned by the City where the Waste Management Plant is located at 4330 Deans Bridge Road, Blythe, Georgia, 30805. The rights include the right to clear and keep clear all trees and other obstructions within 10 feet of the underground distribution pole line and the right to install and maintain anchors and guy wires as needed in the construction and maintenance of the distribution line. |
| <b>Analysis:</b>                            | See background.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Financial Impact:</b>                    | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Alternatives:</b>                        | Decline the requested option.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Recommendation:</b>                      | Grant the option to convey to Georgia Power the underground easement and authorize the Mayor or Mayor Pro Tem to sign and execute all necessary documents to close the transaction.                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Funds are Available in the Following</b> | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

**Accounts:**

**REVIEWED AND APPROVED BY:**

**Administrator.  
Clerk of Commission**

---

-----  
Name of Line RICHMOND COUNTY LANDFILL (RICHMOND COUNTY) DISTRIBUTION LINE  
No 10309  
Parcel No 001 Account No 69596-002728-0-30011-30000000  
Letter File 9-9474 Deed File 16729 Map File N/A  
-----

State of Georgia **E A S E M E N T**  
Richmond County

Received of Georgia Power Company, hereinafter called the Company, the sum of Ten and 00/100 \*\*\*\*\* Dollars  
( \$ 10.00 ), and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, in exchange for which the undersigned Richmond County, Georgia n/k/a  
Augusta, Georgia  
whose Post Office Address is

701 Greene Street, Augusta, GA 30901  
does hereby grant and convey to said Company, its successors and assigns, the right, privilege and easement to go in, upon along and across that tract of land owned by the undersigned at  
4330 Deans Bridge Road, Blythe, GA 30805  
(address of property) in the 86th GMD (Georgia Militia District) of  
RICHMOND County, Georgia.

Said lands being more particularly described on a plat marked  
"Exhibit A" and attached hereto and made a part hereof,  
together with the right to construct, operate, and maintain continuously upon and under said lands, its lines for transmitting electric current, with poles, wires, transformers, service pedestals, and other necessary apparatus, fixtures, and appliances, including the right to attach communication facilities to said poles, to stretch communication or other lines on said poles, or under said lands and to attach related apparatus, fixtures, and appliances, with the right to permit the attachment of the cables, lines, wires, apparatus, fixtures, and appliances of any other company, or person, to said poles for electric, communications or other purposes, upon or under said lands with necessary appliances; with the right to assign this easement in whole or in part; together with the right at all times to enter upon said lands for the purpose of inspecting said lines, making repairs, renewals, alterations and extensions thereon, thereunder, thereto or therefrom; together with the right to cut away and keep clear of said overhead or underground lines, transformers, fixtures, and appliances, all trees and other obstructions that may in the opinion of the Company now or hereafter in any way interfere or be

-----  
Parcel 001 Name of Line RICHMOND COUNTY LANDFILL (RICHMOND COUNTY)  
DISTRIBUTION LINE  
-----

likely to interfere with the proper operation of said overhead or underground lines, transformers, fixtures, and appliances; also the right of ingress and egress over the property of the undersigned to and from said lines. The rights herein granted include without limitation all the necessary rights for Company to install and maintain electrical and communication lines and facilities to existing and future structure(s) under the easement terms herein provided, on the property of the undersigned. Any timber cut on said land by or for said Company shall remain the property of the owner of said timber.

The undersigned does not convey any land, but merely grants the rights, privileges and easements hereinbefore set out.

The rights herein include and embrace the right to clear and keep clear all trees and other obstructions located within fifteen (15') feet of the distribution pole line, plus the right to install and maintain anchors and guy wires as needed in the construction and maintenance of the above mentioned distribution line.

Said Company shall not be liable for or bound by any statement, agreement or understanding not herein expressed.

IN WITNESS WHEREOF, the undersigned ha\_\_\_\_ hereunto set \_\_\_\_\_ hand\_\_\_\_ and seal, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Signed, sealed and delivered  
in the presence of:

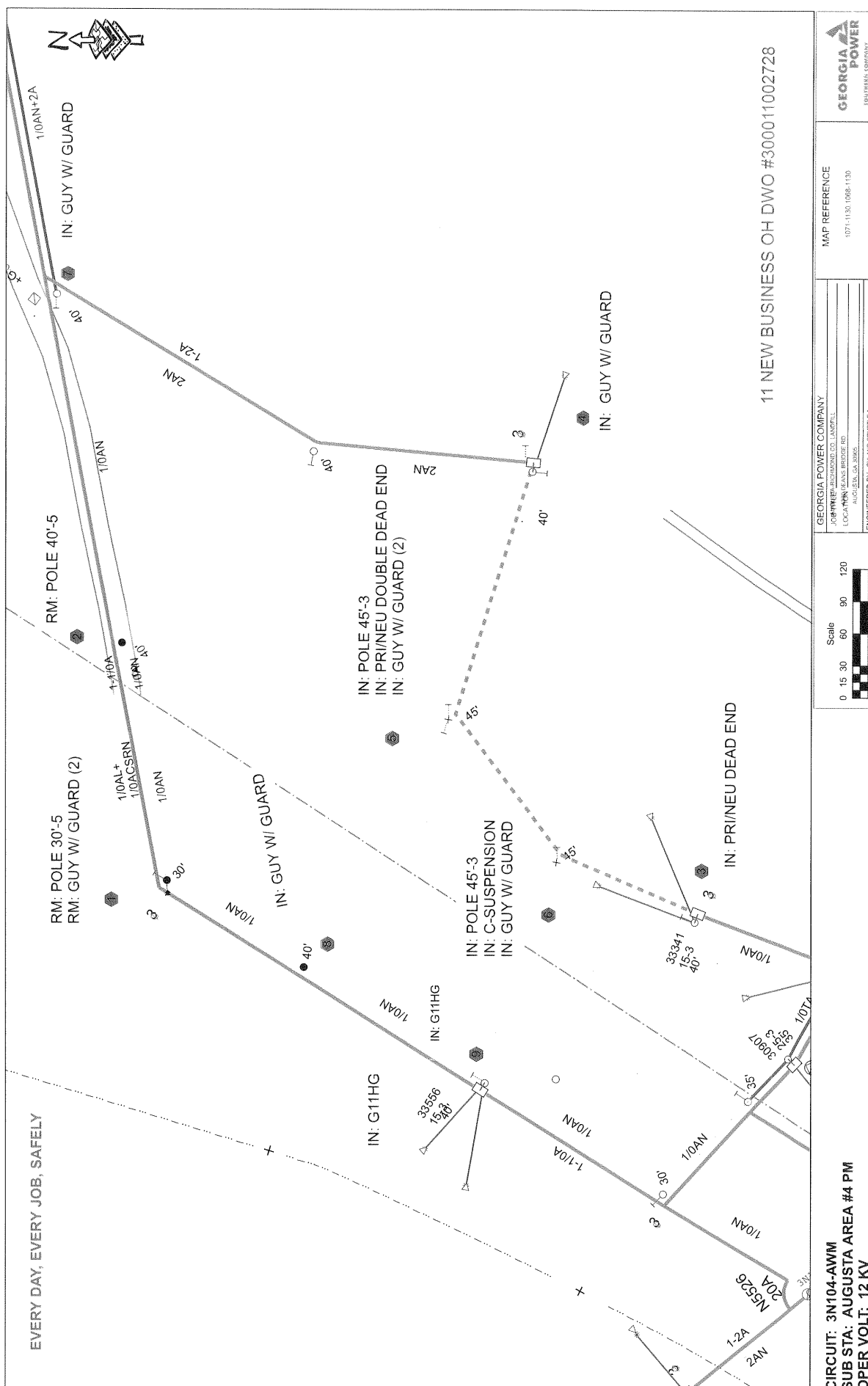
Richmond County, Georgia n/k/a  
Augusta, Georgia

\_\_\_\_\_  
Witness

By: \_\_\_\_\_ (SEAL)  
Name:  
Title:

\_\_\_\_\_  
Notary Public

Attest: \_\_\_\_\_ (SEAL)  
Name:  
Title:



CIRCUIT: 3N104-AWM  
SUB STA: AUGUSTA AREA #4 PM  
OPER VOLT: 12 KV

Item # 7

# EXHIBIT A



**Engineering Services Committee Meeting  
8/11/2008 1:00 PM**

**Georgia Power electrical distribution easement for Augusta Fire Department Training Tower**

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|                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|-------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Department:</b>                                    | Attorney                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Caption:</b>                                       | Motion to grant and convey to Georgia Power an easement for installation of an underground electrical distribution line through property owned by the City located on Highway U.S.1 for Augusta Fire Department Training Tower for a nominal value of \$10.00.                                                                                                                                                                                                                         |
| <b>Background:</b>                                    | Georgia Power is requesting an option to acquire an underground easement for an electrical distribution line known as the “Augusta Fire Department Training Tower (Richmond County)”, to service property owned by the City where the Augusta Fire Department Training Tower is located at 3125 Deans Bridge Road, Augusta, Georgia, 30909. The rights include the right to clear and keep clear all trees and other obstructions within 10 feet of the underground distribution line. |
| <b>Analysis:</b>                                      | See background.                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Financial Impact:</b>                              | Georgia Power will cover the costs necessary for the construction of the underground distribution line.                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Alternatives:</b>                                  | Decline the requested option.                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Recommendation:</b>                                | Grant the option to convey to Georgia Power the underground easement and authorize the Mayor or Mayor Pro Tem to sign and execute all necessary documents to close the transaction.                                                                                                                                                                                                                                                                                                    |
| <b>Funds are Available in the Following Accounts:</b> | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

**REVIEWED AND APPROVED BY:**

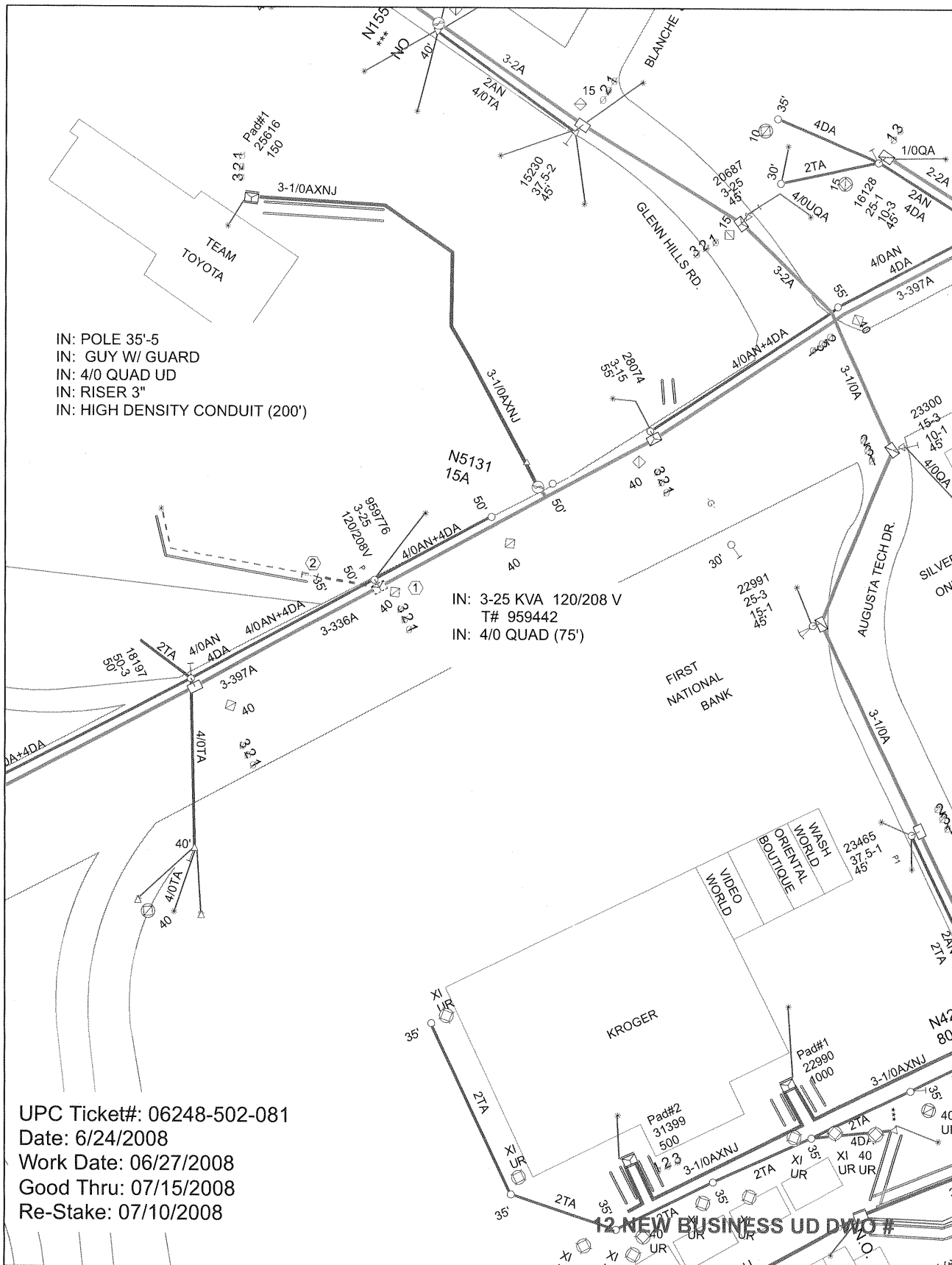
**Administrator.  
Clerk of Commission**

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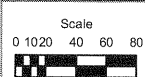






UPC Ticket#: 06248-502-081  
Date: 6/24/2008  
Work Date: 06/27/2008  
Good Thru: 07/15/2008  
Re-Stake: 07/10/2008

**CIRCUIT: N2012-BCI**  
**SUB STA: NECO**  
**OPER VOLT: 13.8 KV**



|                                 |
|---------------------------------|
| GEORGIA POWER COMPANY           |
| JOB TITLE AUGUSTA FIRE DEPT.    |
| LOCATION 3125 DEANS BRIDGE ROAD |
| AUGUSTA, GA                     |
| ENGINEERED BY RYLAND CRYSTLE A  |

MAP REFERENCE  
1095-1156,1095-1158



12-NEW BUSINESS UD DWO

**EXHIBIT A**



**Engineering Services Committee Meeting  
8/11/2008 1:00 PM  
Marvin Griffin Road Appraiser Award**

---

**Department:** Engineering - Abie L. Ladson, P.E., Director

**Caption:** Approve award of contract to Hardy Appraisal Services in the amount of \$14,500.00 for preparing appraisals on the Marvin Griffin Road Project (CPB 323-041110-296823603), subject to receipt of a detailed work schedule and a signed contract to be funded from the project Right-of-Way account for the Engineering Department.

**Background:** This project proposes to widen Marvin Griffin Road to four (4) lanes, two east bound and two west bound.

**Analysis:** Bids were received on June 27, 2008 with Hardy Appraisal Services being the low bidder. Bid results are as follow:  
CONTRACTORS BID 1. Hardy Appraisal Services \$14,500.00 2. Jack L. Minor Realty \$24,700.00 3. Coldwell Banker Commercial \$27,550.00 d/b/a Sherman & Hemstreet  
It is the Engineering Department recommendation to award this project to the low bidder, subject to receipt of the following items: 1. Detailed Work Schedule 2. Signed Contracts

**Financial Impact:** Funds are available in the project Right of Way account 323-041110-5411120/296823603-5411120 upon Commission approval.

**Alternatives:** 1) Approve award of Contract to Hardy Appraisal Services in the amount of \$14,500.00 for preparing appraisals on the Marvin Griffin Road Project (CPB 323-041110-296823603), subject to receipt of a detailed work schedule and a signed contract to be funded from the project Right-of-Way account for the Engineering Department. 2) Do not approve and eliminate project.

**Recommendation:** Approve Alternative Number One.

**Funds are  
Available in the  
Following  
Accounts:** 323-041110-5411120/296823603-5411120

**REVIEWED AND APPROVED BY:**

**Finance.  
Administrator.  
Clerk of Commission**

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**Bid Item # 08-142**  
**Appraisals on the Marvin Griffin Road Improvement Project**  
**for The City of Augusta Engineering Department**  
**Bid Opening Date: Friday, June 27, 2008 at 11:00 A.M.**

**PARCELS**

| Vendors:                                                                                           | Parcel 1 | Parcel 2 | Parcel 4 | Parcel 5 | Parcel 6 | Parcel 9 | Parcel 10  | Parcel 11 | Parcel 12 | Parcel 13  | Parcel 14 | Parcel 15  | Parcel 16 | Parcel 17   | Parcel 18  | Parcel 19 |
|----------------------------------------------------------------------------------------------------|----------|----------|----------|----------|----------|----------|------------|-----------|-----------|------------|-----------|------------|-----------|-------------|------------|-----------|
| Jack L. Minor Realty<br>429 Telfair Street<br>Augusta, GA 30901                                    | \$800.00 | \$800.00 | \$800.00 | \$800.00 | \$800.00 | \$800.00 | \$1,200.00 | \$800.00  | \$800.00  | \$800.00   | \$800.00  | \$800.00   | \$800.00  | \$800.00    | \$800.00   | \$800.00  |
|                                                                                                    | \$800.00 | \$800.00 | \$800.00 | \$800.00 | \$800.00 | \$800.00 | \$800.00   | \$800.00  | \$800.00  | \$1,200.00 | \$800.00  | \$1,500.00 | \$800.00  | \$24,700.00 | 60/90 Days | YES       |
| Codwell Banker<br>Commercial<br>Sherman & Henssler<br>753 Broad St., Ste 1200<br>Augusta, GA 30901 | \$950.00 | \$950.00 | \$950.00 | \$950.00 | \$950.00 | \$950.00 | \$950.00   | \$950.00  | \$950.00  | \$950.00   | \$950.00  | \$950.00   | \$950.00  | \$950.00    | \$950.00   | \$950.00  |
|                                                                                                    | \$950.00 | \$950.00 | \$950.00 | \$950.00 | \$950.00 | \$950.00 | \$950.00   | \$950.00  | \$950.00  | \$950.00   | \$950.00  | \$950.00   | \$950.00  | \$17,550.00 | 90 Days    | YES       |

**SUBMITTED NO RESPONSE BID**

|                                                                        |           |           |           |           |           |           |           |           |           |           |           |           |           |               |                  |           |
|------------------------------------------------------------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|---------------|------------------|-----------|
| May Appraisal Company<br>573 Blue Ridge Crossing<br>Evans, GA 30809    | Parcel 1  | Parcel 2  | Parcel 4  | Parcel 5  | Parcel 6  | Parcel 9  | Parcel 10 | Parcel 11 | Parcel 12 | Parcel 13 | Parcel 14 | Parcel 15 | Parcel 16 | Parcel 17     | Parcel 18        | Parcel 19 |
| Vann Appraisal Service<br>2041 Central Avenue<br>Augusta, GA 30901     | Parcel 20 | Parcel 21 | Parcel 22 | Parcel 23 | Parcel 24 | Parcel 25 | Parcel 26 | Parcel 27 | Parcel 28 | Parcel 29 | Parcel 30 | Parcel 31 | Parcel 32 | Total Bid Amt | Time of Comp     | Addendum  |
| Hollingsworth Appraisal<br>936 Jones Street<br>Augusta, GA 30901       | Parcel 1  | Parcel 2  | Parcel 4  | Parcel 5  | Parcel 6  | Parcel 9  | Parcel 10 | Parcel 11 | Parcel 12 | Parcel 13 | Parcel 14 | Parcel 15 | Parcel 16 | Parcel 17     | Parcel 18        | Parcel 19 |
|                                                                        | \$500.00  | \$500.00  | \$500.00  | \$500.00  | \$500.00  | \$500.00  | \$500.00  | \$500.00  | \$500.00  | \$500.00  | \$500.00  | \$500.00  | \$500.00  | \$500.00      | \$500.00         | \$500.00  |
| Hardy Appraisal Services<br>512 Pinelview Court<br>Martinez, GA 30907  | \$500.00  | \$500.00  | \$500.00  | \$500.00  | \$500.00  | \$500.00  | \$500.00  | \$500.00  | \$500.00  | \$500.00  | \$500.00  | \$500.00  | \$500.00  | \$14,500.00   | 4 wks from award | YES       |
| Pat Jefferson Realty<br>1126 11th Street<br>Augusta, GA 30901          | Parcel 1  | Parcel 2  | Parcel 4  | Parcel 5  | Parcel 6  | Parcel 9  | Parcel 10 | Parcel 11 | Parcel 12 | Parcel 13 | Parcel 14 | Parcel 15 | Parcel 16 | Parcel 17     | Parcel 18        | Parcel 19 |
|                                                                        | Parcel 20 | Parcel 21 | Parcel 22 | Parcel 23 | Parcel 24 | Parcel 25 | Parcel 26 | Parcel 27 | Parcel 28 | Parcel 29 | Parcel 30 | Parcel 31 | YQ        | Total Bid Amt | Time of Comp     | Addendum  |
| Pardue Appraisal Service<br>2208 Montclair Street<br>Augusta, GA 30904 | Parcel 1  | Parcel 2  | Parcel 4  | Parcel 5  | Parcel 6  | Parcel 9  | Parcel 10 | Parcel 11 | Parcel 12 | Parcel 13 | Parcel 14 | Parcel 15 | Parcel 16 | Parcel 17     | Parcel 18        | Parcel 19 |
|                                                                        | Parcel 20 | Parcel 21 | Parcel 22 | Parcel 23 | Parcel 24 | Parcel 25 | Parcel 26 | Parcel 27 | Parcel 28 | Parcel 29 | Parcel 30 | Parcel 31 | Parcel 32 | Total Bid Amt | Time of Comp     | Addendum  |

LOCAL VENDOR(S) HIGHLIGHTED IN BLUE

**DO NOT PROCESS THIS DOCUMENT.** (once approved by the Commission Engineering will send the original document(s) for execution to the Clerk of Commission Office. For questions please contact Engineering at ext 5070. )

**Augusta-Richmond County, Georgia**

**CPB#323-04-296823603**

**CAPITAL PROJECT BUDGET  
MARVIN GRIFFIN ROAD  
(S.R. 56 to S.R. 56 Spur)**

BE IT ORDAINED by the Commission-Council of Augusta-Richmond County, Georgia that the following Capital Project Budget is hereby authorized:

Section 1: The project is authorized to CPB#323-041110-296823603. This project is for Widening Marvin Griffin Road to four lanes where needed and to address severe drainage problems in this area from S.R. 56 to S.R. 56 Spur. This authorization is for Engineering, Right of Way, Railroad Permits, Advertising, Construction and Contingency associated with the said project, in the total amount of \$3,467,000 to be funded by the Special 1% Sales Tax, Phase II (\$2,091,400) and Phase III (\$1,375,600).

Section 2: The following revenues are anticipated to be available to the Consolidated Government to complete the project.

|                                 |              |
|---------------------------------|--------------|
| Special 1% Sales Tax, Phase II  | \$ 2,091,400 |
| Special 1% Sales Tax, Phase III | \$ 1,375,600 |
|                                 | \$ 3,467,000 |

Section 3: The following amounts are appropriated for the project:

| By Basin                     |              | By District            |
|------------------------------|--------------|------------------------|
| Rocky, Butler & Phinzy Swamp | \$ 3,467,000 | 1st & 2nd \$ 3,467,000 |

Section 4: Copies of this Capital Project Budget shall be made available to the Comptroller for direction in carrying out this project.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_.

Approved

\_\_\_\_\_  
Honorable Deke Copenhaver, Mayor

Original-Commission Council Office  
Copy-Engineering Department  
Copy-Finance Department  
Copy-Procurement Department

Augusta-Richmond County, Georgia

CPB#323-04-296823603

**CAPITAL PROJECT BUDGET  
MARVIN GRIFFIN ROAD  
(S.R. 56 to S.R. 56 Spur)**

| <b><u>SOURCE OF FUNDS</u></b>   | <b><u>CPB AMOUNT<br/>CPB</u></b> | <b><u>CPB<br/>CHANGE</u></b> | <b><u>NEW<br/>CPB</u></b> |
|---------------------------------|----------------------------------|------------------------------|---------------------------|
| SPECIAL 1% SALES TAX, PHASE III |                                  |                              |                           |
| 323-041110-0000000-000000000    | (\$1,375,600)                    |                              | (\$1,375,600)             |
| 322-041110-0000000-000000000    | (\$2,091,400)                    |                              | (\$2,091,400)             |
| <b>TOTAL SOURCES:</b>           | <b>(\$3,467,000)</b>             |                              | <b>(\$3,467,000)</b>      |

**USE OF FUNDS**

|                              |                    |                    |
|------------------------------|--------------------|--------------------|
| ADVERTISING                  |                    |                    |
| 323-041110-5233119-296823603 | \$2,000            | \$2,000            |
| ENGINEERING                  |                    |                    |
| 323-041110-5212115-296823603 | \$150,000          | \$150,000          |
| RIGHT OF WAY                 |                    |                    |
| 323-041110-5411120-296823603 | \$150,000          | \$150,000          |
| RAILROAD PERMIT              |                    |                    |
| 323-041110-5414610-296823603 | \$30,000           | \$30,000           |
| CONSTRUCTION                 |                    |                    |
| 323-041110-5414110-296823603 | \$2,850,000        | \$2,850,000        |
| CONTINGENCY                  |                    |                    |
| 323-041110-6011110-296823603 | \$285,000          | \$285,000          |
| <b>TOTAL USES:</b>           | <b>\$3,467,000</b> | <b>\$3,467,000</b> |





**Engineering Services Committee Meeting  
8/11/2008 1:00 PM  
Savannah Riverkeeper**

---

**Department:** Clerk of Commission

**Caption:** Consider a request from Mr. Frank Carl of Savannah Riverkeeper to provide half of the Augusta Canal flow to the Savannah River for 12 hours immediately prior to the canoe and kayak race to be held on August 30, 2008.

**Background:**

**Analysis:**

**Financial Impact:**

**Alternatives:**

**Recommendation:**

**Funds are  
Available in the  
Following  
Accounts:**

**REVIEWED AND APPROVED BY:**

**Clerk of Commission**

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## AGENDA ITEM REQUEST FORM

**Commission/Committee: (Please check one)**

☐ **Commission**  
☐ **Public Services Committee**  
☐ **Administrative Services Committee**  
☒ **Engineering Services Committee**  
☐ **Finance Committee**  
☐ **Public Safety Committee**

**Contact Information for Individual/Presenter Making the Request:**

Name: Frank Carl  
Address: 1226 River Ridge Rd., Augusta, GA 30909  
Telephone Number: 706-364-5253  
Fax Number: 706-364-5253  
E-Mail Address: frankcarl@knology.net

**Caption/Topic of Discussion to be placed on the Agenda:**

Savannah Riverkeeper is sponsoring Paddlefest on August 30, 2008. Paddlefest includes a canoe and kayak race from the Savannah Rapids Pavilion to the Boathouse in downtown Augusta. The water in the river through the first 3.5 miles of shoals is minimal requiring frequent dragging of some of the longer canoes and kayaks entered in the race. This problem is caused by the fact that at least two thirds of the water in the river is diverted into the Augusta Canal, leaving the first 3.5 miles of the shoals with less than adequate flows for a canoe and kayak race. The Savannah Riverkeeper is asking the city to provide half of the canal flow to the river for 12 hours immediately prior to the canoe and kayak race, from 9:00 PM Friday August 29 to 9:00 AM Saturday August 30. Thus for the intervening 12 hours the flows would be reversed with the river getting about two thirds of the water and the canal one third.

**Please send this request form to the following address:**

|                                    |                                              |
|------------------------------------|----------------------------------------------|
| <b>Ms. Lena J. Bonner</b>          | <b>Telephone Number: 706-821-1820</b>        |
| <b>Clerk of Commission</b>         | <b>Fax Number: 706-821-1838</b>              |
| <b>Room 806 Municipal Building</b> | <b>E-Mail Address: lbonner@augustaga.gov</b> |
| <b>530 Greene Street</b>           |                                              |
| <b>Augusta, GA 30911</b>           |                                              |

Requests may be faxed, e-mailed or delivered in person and must be received in the Clerk's Office no later than 5:00 p.m. on the Wednesday preceding the Commission or Committee meeting of the following week. A five-minute time limit will be allowed for presentations.

Commission meetings are held on the first and third Tuesdays of each month at 2:00 p.m. Committee meetings are held on the second and last Mondays of each month from 12:30 to 3:30 p.m.



**Engineering Services Committee Meeting  
8/11/2008 1:00 PM  
Skinner Mill Road Beautification**

---

**Department:** Clerk of Commission

**Caption:** Discuss/approve concept from G-DOT regarding beautification plan for Skinner Mill Road behind sound barriers with participation from local government, neighborhoods and G-DOT. (Requested by Commissioner Grantham)

**Background:**

**Analysis:**

**Financial Impact:**

**Alternatives:**

**Recommendation:**

**Funds are  
Available in the  
Following  
Accounts:**

**REVIEWED AND APPROVED BY:**

**Clerk of Commission**

---



**Engineering Services Committee Meeting  
8/11/2008 1:00 PM  
TEE Center Architectural Contract**

---

**Department:** Clerk of Commission

**Caption:** Motion to approve an architectural services contract with Thompson, Ventulett, Stainback and Associates, Inc. for the Augusta TEE Center.

**Background:**

**Analysis:**

**Financial Impact:**

**Alternatives:**

**Recommendation:**

**Funds are  
Available in the  
Following  
Accounts:**

**REVIEWED AND APPROVED BY:**

**Clerk of Commission**

---

**DRAFT**

**STANDARD FORM OF CONTRACT**

**FOR PROFESSIONAL**

**ARCHITECTURAL SERVICES**

**BETWEEN**

**AUGUSTA, GEORGIA**  
A Political Subdivision of the State of Georgia  
(hereinafter referred to as the Owner)

**AND**

**THOMPSON, VENTULETT, STAINBACK  
& ASSOCIATES, INC.**  
(hereinafter referred to as the Architect)

Date: August 1, 2008

The Professional Architectural Services required by this Contract are to be rendered for the following project, hereinafter identified as the "Project":

|                              |                                                                                                                        |
|------------------------------|------------------------------------------------------------------------------------------------------------------------|
| Project Name:                | Augusta Trade, Exhibit and Event Center                                                                                |
| Project Address:             | Reynolds Street                                                                                                        |
| City/State/Zip:              | Augusta, Georgia 30901                                                                                                 |
| Project ID #:                | TEE-1                                                                                                                  |
| General Project Description: | A new trade center building based on the January 15, 2008 Building Program, as modified to meet budgetary limitations. |

## Table of Contents

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| Article 1  | Representations                                 |
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| Article 5  | Basic Services                                  |
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| Article 7  | Design Not to Exceed                            |
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| Article 16 | Additional Provisions                           |
| Article 17 | Project Records                                 |
| Article 18 | Prohibition Against Contingent Fees             |
| Article 19 | Exhibits and Attachments                        |
| Article 20 | Entire Agreement                                |
| Exhibit A  | Basic Services                                  |
| Exhibit B  | Program of Requirements                         |
| Exhibit C  | Schedule                                        |
| Exhibit D  | Insurance                                       |
| Exhibit E  | Asbestos – Statement of Declaration             |
| Exhibit F  | Non Collusion Affidavit                         |
| Exhibit G  | Construction Contract                           |

This Contract for Professional Architectural Services is entered into between:

Owner

Owner's Name: Augusta, Georgia  
Owner's Address: 530 Greene Street, Room 806  
City/State/Zip: Augusta, Georgia 30911

and

Architect

Architect's Name: Thompson, Ventulett, Stainback & Associates, Inc.  
Architect's Address: 2700 Promenade Two, 1230 Peachtree Street N.E.  
City/State/Zip: Atlanta, Georgia 30309

This Contract for Professional Architectural Services is executed under seal, and shall be effective on the date signed by the last party to do so.

#### AUTHORIZED REPRESENTATIVES:

The authorized representatives and addresses of the Owner and the Architect are:

|                 |                            |       |              |
|-----------------|----------------------------|-------|--------------|
|                 | Owner's Representative     |       |              |
| Firm Name:      | Heery International, Inc.  |       |              |
| Name:           | Steve Kimsey, AIA, PE, CCM |       |              |
| Address:        | 999 Peachtree Street, NE   |       |              |
| City/State/Zip: | Atlanta, Georgia 30309     |       |              |
| Email Address:  | <u>skimsey@heery.com</u>   |       |              |
| Phone:          | 404-881-9880               | Cell: | 404-267-3466 |
|                 |                            | Fax:  | 404-892-7582 |

|                 |                                                |       |              |
|-----------------|------------------------------------------------|-------|--------------|
|                 | Architect's Representative                     |       |              |
| Name:           | C. Andrew McLean, FAIA                         |       |              |
| Address:        | 2700 Promenade Two, 1230 Peachtree Street N.E. |       |              |
| City/State/Zip: | Atlanta, GA 30309                              |       |              |
| Email Address:  | <u>amclean@tvsa.com</u>                        |       |              |
| Phone:          | 770-933-9242                                   | Cell: | 404-797-4904 |
|                 |                                                | Fax:  | 770-933-9246 |

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Owner and the Architect agree:

#### ARTICLE 1 REPRESENTATIONS

By executing this Contract, the Architect makes the following express representations to the Owner:

- 1.1 The Architect is professionally qualified to act as the architect for the Project and is licensed to practice architecture by all public entities having jurisdiction over the Architect and the Project;



- 1.2 The Architect has and shall maintain all necessary licenses, permits or other authorizations necessary to act as architect for the Project until the Architect's duties hereunder have been fully satisfied;
- 1.3 The Architect has become familiar with the Project site and the local conditions under which the Project is to be designed, constructed, and operated;
- 1.4 The standard of care for all professional architectural services performed to execute the work under this contract shall be the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project.
- 1.5 The Architect will prepare all documents and items required by this Contract including, but not limited to, all contract plans and specifications, in such a manner that they shall be accurate, coordinated and adequate for construction and shall be in conformity and comply with all applicable law, codes and regulations;
- 1.6 The Architect assumes full responsibility to the Owner for the negligent or willful acts and omissions of Architect's consultants or other employed or retained by the Architect in connection with the Project;
- 1.7 The Owner and Architect each acknowledges that it has reviewed and familiarized itself with this Contract for Professional Architectural Services, and agrees to be bound by the terms and conditions contained herein.

## **ARTICLE 2 NOTICES**

- 2.1 Unless otherwise provided, all notices shall be in writing and considered duly given if the original is (a) hand delivered; (b) delivered by facsimile; (c) sent by U.S. Mail, postage prepaid, or (d) sent in a ".pdf" format via email. All notices shall be given to the authorized representatives at the addresses set forth above. Notices that are hand delivered, delivered by facsimile, or sent by email shall be deemed given the next business day following the date of delivery. Notices given by U.S. Mail shall be deemed given as of the second business day following the date of posting.

## **ARTICLE 3 DEFINITIONS**

The following words and phrases shall for the purposes of this Agreement have the following meanings:

- 3.1 **Project** - The Project shall be as described above.
- 3.2 **Services** - The Services to be performed by the Architect under this Agreement shall consist of the Basic Services described in Article 5 and any Additional Services included under Article 6.

- 3.3 Construction Contract Award Price (CCAP) – For the purposes of this Contact, the CCAP shall be defined as the Guaranteed Maximum Price, as negotiated and agreed to between the Owner and the selected CM at Risk firm. The term "Construction Contract Award Price (CCAP)" shall be understood to be equivalent in meaning to the term "Guaranteed Maximum Price (GMP)," when used herein.
- 3.4 Construction Contract Documents - The Construction Contract Documents shall consist of the plans and specifications prepared by the Architect, and any addenda and change orders thereto, and the Owner-Contractor Agreement, all of which shall be compatible and consistent with this Agreement.
- 3.5 Contractor - The Contractor is the person or entity which enters into an agreement with the Owner to perform the construction of or any construction on the Project, including, without limitation, the providing of labor, materials, and equipment incorporated or to be incorporated into the Project. The term "Contractor" means the Contractor or its authorized representative, but excludes the Owner's Representative and the Architect.
- 3.6 Basic Services Compensation. Basic Services Compensation shall be the lump sum fee designated in Article 8 to be paid by the Owner to the Architect in connection with the performance of the Basic Services by the Architect.
- 3.7 Program of Requirements. The Program of Requirements or "Program" is the detailed written summary of the requirements of the facility which sets forth the Owner's design objectives, constraints and criteria, including space requirements and relationships, quality levels, flexibility and expandability, special equipment and systems and site requirements, as described in Exhibit B.
- 3.8 Design Phase Change Order - A Design Phase Change Order is the form of documentation from the Owner approving and authorizing a modification to the Program, Budget, or previously approved Design Phase documents.

#### **ARTICLE 4 RELATIONSHIP OF THE PARTIES**

- 4.1 Professional Architectural Services - The Architect shall provide professional architectural/engineering services for the Project in accordance with the terms and conditions of this Agreement. The Architect's performance of services shall be as a professional consultant to the Owner to carry out the activities of Project design and construction administration and to provide the technical documents and supervision to achieve the Owner's Project objectives.
- 4.2 Owner Representation - The Owner plans to employ and assign a Project Manager from Heery International, Inc., or similar type firm, to serve as the Owner's Representative. The Owner's Representative has no design responsibilities of any nature. None of the activities of the Owner's Representative supplant or conflict with the design, budget or any other services and responsibilities customarily furnished by the Architect or their Subconsultants in accordance with generally accepted architectural/engineering practices except as otherwise modified by this

Agreement. The Architect shall fully cooperate with the Owner's Representative. Instructions by the Owner to the Architect relating to services performed by the Architect will be issued or made by or through and in accordance with procedural, organizational, and documentation standards established by the Owner's Representative. Communications and submittals of the Architect to the Owner and Contractor shall be in writing and issued or made in accordance with similar procedural and documentation standards established by the Owner's Representative. The Owner's Representative shall have the authority to establish procedures, consistent with this Agreement, to be followed by the Architect and Contractor and to conduct periodic meetings to be attended by the Architect, and their subconsultants, throughout the duration of this Agreement.

- 4.3 Other Consultants - The Owner may provide drawings, consultation, recommendations, suggestions, data and/or other information relating to the Project from other consultants under separate contract with the Owner, including but not limited to: Land Surveying Consultant, Geotechnical Consultant, and/or Materials Testing Consultant.
- 4.4 Architect Representation –
- 4.4.1 The Architect shall provide a list of all consultants (and subconsultants) which the Architect intends to utilize relating to the Project prior to commencing work on the Project. The list shall include such information on the qualifications of the consultants as may be requested by the Owner. The Owner will review the consultants proposed. The Architect shall not retain a consultant to which the Owner has an objection. The Architect shall use individuals or firms that are licensed and regularly engaged in the fields of expertise required for this Project. In addition, the Architect shall use an individual or firm with specific expertise in roofing certified by licensure as a Registered Roofing Consultant for any projects containing any roofing work.
- 4.4.2 The Architect shall provide to the Owner with a list of the proposed key project personnel of the Architect and its consultants to be assigned to the Project. This list shall include such information on the professional background of each of the assigned personnel as may be requested by the Owner, through the Owner's Representative. Such key personnel and consultants shall be satisfactory to the Owner and shall not be changed except with the consent of the Owner unless said personnel cease to be in the Architect's (or its consultants or subconsultants, if applicable) employ.
- 4.4.3 If required by the Owner's Representative, all agents and workers of the Architect and its subconsultants shall wear identification badges provided by the Architect at all times that they are on the Owner's property. The identification badge shall at a minimum display the company name and telephone number and the employee name.
- 4.4.4 The Architect understands and agrees that should the Owner's Representative or other Consultant's provide the Architect with any estimating or scheduling assistance, cost or time control recommendations or other consultation, recommendations or suggestions, any or all such activities on the part of the Owner's Representative, Consultant, or any other representative of the Owner shall in no way relieve the Architect of the responsibility of fulfilling its obligations and responsibilities under this Agreement.

**ARTICLE 5  
BASIC SERVICES**

- 5.1 The Architect shall provide the basic services as described in Exhibit A.

**ARTICLE 6  
ADDITIONAL SERVICES**

- 6.1 If any of the following Additional Services are authorized in advance by the Owner in writing, the Architect shall furnish or obtain from others the authorized services. If authorized in advance, in writing, by the Owner, the Architect shall be paid for these additional services by the Owner pursuant to Article 8.3 to the extent they exceed the obligations of the Architect under this Agreement.
- 6.1.1 Providing fully detailed presentation models or presentation renderings, not included in Basic Services.
- 6.1.2 Providing financial feasibility or other special studies, not included in Basic Services.
- 6.1.3 Providing planning surveys or alternative site evaluations.
- 6.1.4 Providing design services relative to future facilities, systems and equipment which are not intended to be constructed as part of the Project other than general planning and Master Planning for future work as indicated by the Program of Requirements.
- 6.1.5 Making major revisions in Drawings, Specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given by the Owner.
- 6.1.6 Preparing supporting data and other services in connection with an Owner-initiated change order if the Basic Compensation is not commensurate with the services required of the Architect.
- 6.1.7 Providing operating and maintenance manuals, training personnel for operation and maintenance, and consultation during operations other than initial start-up, and coordinating with the Contractor(s) to provide in electronic format, as designated by the Owner's Representative, detailed product and warranty information for input to the Owner's Facility Management computer system.
- 6.1.8 Providing soils sampling, classification and analysis; however, analysis of existing soils information and soils analysis during the Design Phase and recommendations needed during the Construction Phase of the Project are not considered additional services.
- 6.1.9 Providing services of interior furnishings not included in the design contract.
- 6.1.10 Providing professional services made necessary by the default of a Contractor or by major defects in the Work of the Contractor in the performance of the Construction Contract which the Architect could not reasonably have prevented through inspection, observation or intervention.
- 6.1.11 Providing surveying services such as platting; mapping; subdivision agreements or recording subdivision plats.

- 6.1.12 Providing additional services prior to actual substantial completion of the Project made necessary by delays or defects in the work of the Contractor which the Architect could not reasonably have prevented through inspection, observation or intervention which prolongs the Construction Contract time by more than 90 days.
- 6.1.13 Providing extensive assistance in the initial start-up and test operations of equipment or systems which is beyond the scope of that normally required to insure proper operation in accordance with the design and specifications.
- 6.1.14 Providing additional services and costs necessitated by out-of-town travel required by the Architect and approved by the Owner other than visits to the Project and other than for travel required to accomplish the Basic Services.
- 6.1.15 Providing consultation concerning replacement of any Work damaged by fire or other cause during construction, and furnishing professional services of the type set forth in Basic Design Services as may be required in connection with the replacement of such Work.
- 6.1.16 Providing services after payment by the Owner of the Final Payment to the Architect other than services called for in the Basic Services.
- 6.1.17 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practices consistent with the terms of this Agreement.

## **ARTICLE 7 DESIGN NOT TO EXCEED**

- 7.1 Owner's Budget - The Architect understands and acknowledges that the Owner has established a budget for the Project. The Construction Contract Award Price (CCAP) shall not exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_.00). This figure includes projected construction cost escalation, and is based upon a Guaranteed Maximum Price contract award date of no later than November 1, 2009.
- 7.2 Limitation On Construction Contract Award Price - The Architect agrees to design the Project so that the actual CCAP does not exceed the budgeted CCAP indicated above.
- 7.3 Owner's Remedies for Excessive Cost - If the negotiated CCAP (GMP) exceeds the Owner's budgeted CCAP (GMP) by more than five percent (5%) the Owner may, in addition to any other remedies provided in this Contract;
  - 7.3.1 accept the bid or negotiated CCAP;
  - 7.3.2 require the Architect, at no cost to the Owner, to re-bid or re-negotiate the Work;
  - 7.3.3 cancel the Work or any portion of the Work;
  - 7.3.4 revise the scope of the Work, as required to reduce the CCAP;

- 7.3.5 require the Architect, at no cost to the Owner, to modify the Construction Documents and re-bid or re-negotiate the Work to result in a bid or negotiated CCAP within the budgeted CCAP. In order to reduce the CCAP to the budgeted CCAP, the Architect shall, in addition to the above, at the Owner's request and at no additional cost to the Owner,
- 7.3.5.1 provide value engineering to reduce the CCAP to the budgeted CCAP;
- 7.3.5.2 assist the Owner in redefining the scope of the Project;
- 7.3.5.3 incorporate all scope reductions and Project modifications into the modified Construction Documents.

## **ARTICLE 8 COMPENSATION**

- 8.1 Basic Services Compensation - The Owner shall compensate the Architect in accordance with the terms and conditions of this Agreement, including the following:
  - 8.1.1 For the Basic Services of the Architect, Basic Services Compensation shall be in the amount of 7.9% of the CCAP, plus an allowance of Fifty Thousand Dollars (\$40,000.00) for reimbursable expenses.
    - 8.1.1.1 For the purposes of Subparagraph 8.1.1, no amount is to be included within the scope of the CCAP for the cost of land, rights-of-way or other non-construction costs which are the responsibility of the Owner.
    - 8.1.1.2 For the purposes of Subparagraph 8.1.1, no labor and materials furnished by the Owner for the Project shall be included with the scope of the CCAP.
    - 8.1.1.3 For the purposes of Subparagraph 8.1.1, should the Owner request additions to the Project which would cause a change or changes in the scope of the Program of Requirements or previously approved designs or design criteria, the CCAP shall be increased by the aggregate amount of such change(s) and the revised and adjusted CCAP shall be the figure used in determining the Architect's fee. The percentage shown in Paragraph 8.1 shall be applied to such increased CCAP.
    - 8.1.1.4 In the event the Owner requests changes to the Project or elects not to complete the work or any portion thereof, which would decrease the most recently approved CCAP, basic compensation due the Architect, as to such deletion or decrease, shall be adjusted downwards for remaining services to be performed but not for services already performed to the date of receipt by the Architect of the written requested change or notice of the intent not to complete part or all of the work, in accordance with the basic payment schedule set forth in Paragraph 8.2 herein.
    - 8.1.1.5 The Basic Services Compensation stated in Paragraph 8.1.1 includes all compensation and other payments due the Architect (labor, overhead, profit, direct costs, telephone and facsimile service, etc.) in the performance of the Basic Services.

8.2 Payments to the Architect - Payments on account of the Architect shall be made as follows:

- 8.2.1 Payments for Basic Services, including any design phase change orders, shall be made monthly in proportion to services performed so that the compensation at the completion of each Phase shall equal the following percentages of the Basic Services Compensation. Payment shall be made monthly upon presentation of the Architect's statement of services, fully supported by invoices, time sheets, and certifications that all consultants and subconsultants have been paid, and other documentation as requested by the Owner.

| Phase                              | Phase Value | Percentage Complete |
|------------------------------------|-------------|---------------------|
| Design Narrative                   | 5%          | 5%                  |
| Schematic Design                   | 10%         | 15%                 |
| Design Development                 | 10%         | 25%                 |
| Construction Document              | 40%         | 65%                 |
| Permitting and Bidding/Negotiation | 5%          | 70%                 |
| Construction                       | 25%         | 95%                 |
| Final Completion                   | 5%          | 100%                |

- 8.2.2 No deductions shall be made from the Architect's Basic Services Compensation on account of penalty, liquidated damages, retainage or other sums withheld from payments to Contractor.
- 8.2.3 Deductions may be made from the Architect's Basic Services Compensation on account of errors and omissions in the drawings, specifications, and other documents prepared by the Architect or in the Architect's performance of its obligations under this Agreement. Deductions may be made for the "premium costs" paid by the Owner on account of errors and omissions in the drawings, specifications, and other documents. The "premium cost" is defined as 10% of the cost of the work, and is considered the costs in excess of what the Owner would have paid if the work was performed by the Contractor in a competitive bid environment.
- 8.2.4 Reimbursable Expenses incurred while performing Basic or Additional Services shall be computed at a multiple of 1.00 times actual cost. Reimbursable Expenses shall include such reasonable, actual expenditures made by the Architect, his employees, or his professional consultants in the interest of the Project, limited to the following: the reasonable travel expenses when traveling from the Architect's office to a location outside of the Metropolitan Atlanta Area in connection with the Project; and expenses for reproductions for submittals, postage, courier, delivery charges, and handling of Drawings and Specifications, beyond those for the Architect's and subconsultants' use and those required as the phase submittals. It is the Owner's intent to pay the cost for reproductions for drawings and specification directly.
- 8.2.5 If the Project is suspended for more than six (6) months or abandoned in whole or in part by the Owner, the Architect shall be paid compensation for services performed prior to receipt of written notice from the Owner of such suspension or abandonment. If the Project is resumed after being suspended for more

than twelve (12) months, the Architect's Basic Services Compensation shall be equitably adjusted.

**8.3 Additional Services Compensation**

8.3.1 With respect to any Additional Services, as described in Article 6 herein, performed by the Architect hereunder, the Architect and Owner shall negotiate an equitable adjustment to the Basic Services Compensation. However, if negotiations are not successful prior to the time the additional services are needed, the Owner may direct the Architect to proceed with the Additional Services on a time spent basis with Additional Services Compensation to be computed as follows:

8.3.1.1 Employees' time computed at a multiple of \_\_\_\_ times the employees' Direct Personnel Expense Hourly Rate.

8.3.1.2 Re-inspection and re-submittal review time that is billable to the Contractor shall be reimbursed to the Architect at the rate indicated in 8.3.1.1 above.

8.3.2 Payments for Additional Services of the Architect shall be made monthly upon presentation of the Architect's statement of services, fully supported by invoices, time sheets, and other documentation as requested by the Owner.

**8.4 Accounting Records**

8.4.1 Records of the Architect with respect to Additional Services and payroll, and consultant and other expenses (including Reimbursable Expenses) pertaining to the Project, shall be kept according to generally accepted accounting principles and shall be available to the Owner or its authorized representative for inspection and copying at mutually convenient times.

8.4.2 At the request of the Owner or its authorized representative, the Architect will supply in a timely manner and certify as accurate, unaltered copies of all time sheets, invoices, and other documents to substantiate and document any and all Additional Services and Reimbursable Expenses.

**ARTICLE 9  
PERIOD OF SERVICE**

9.1 Specific dates relating to the period of services are set forth in Exhibit C.

9.2 Unless earlier terminated as provided in Article 13 herein, this Agreement shall remain in force for a period which may reasonably be required for the Basic Services and Additional Services hereunder. However, the provisions of the Agreement relating to Representations (Article 1); Professional Liability coverage (Article 11.1); Indemnification (Article 12); and Ownership of Documents/Confidential Information (Article 15) shall remain in effect after termination of the other provisions of the Agreement.

9.3 If the Project is delayed through no fault of the Architect, all specific dates noted in the Exhibit C that are affected by the delay will be adjusted by the number of calendar days of the delay.

9.4 If the Owner materially revises the Project, a reasonable time extension and/or credit shall be negotiated between the Architect and the Owner.

9.5 Time is of the essence in this Agreement.



## **ARTICLE 10 OWNER'S RESPONSIBILITIES**

- 10.1 The Owner shall provide full information regarding the requirements for the Project.
- 10.2 The Owner shall examine documents submitted by the Architect and shall render decisions which pertain thereto promptly, to avoid unreasonable delay in the progress of the Architect's Services.
- 10.3 If required for this Project, the Owner shall furnish a certified land survey of the site, giving as applicable, grades and lines of streets, alleys, pavements and adjoining property; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and data pertaining to existing buildings, other improvements and trees; and full information concerning available service and utility lines, both public and private, above and below grade, including inverts and depths.
- 10.4 The Owner shall pay for the services of a soils engineer or other consultant, when such services are deemed necessary by the Architect or Owner's Representative, to provide reports, test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests and other necessary operations for determining subsoil, air and water conditions, with appropriate professional interpretations thereof.
- 10.5 The Owner shall pay for structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law that are not otherwise called for in this Agreement.
- 10.6 The Owner shall furnish such legal, accounting, and insurance counseling services as the Owner may deem necessary for the Project and such auditing services as may be required to ascertain how, or for what purposes, the Contractor has used the moneys paid to it under the Construction Contract.
- 10.7 All services, information, surveys and reports required of the Owner shall be furnished at the Owner's expense and the Architect shall be entitled to rely upon their accuracy and completeness.
- 10.8 The Owner shall furnish information and approvals required of it expeditiously, for orderly progress of the Work.
- 10.9 The Owner shall pay for and the Architect shall request, expedite, and obtain all necessary permits, licenses, approvals, easements, assessments, and charges required for the construction, use or occupancy of permanent structures or for permanent changes in any existing facilities. If it is customary for the General Contractor to obtain any permits and/or licenses, the Architect shall coordinate this on behalf of the Owner.

## **ARTICLE 11 INSURANCE**

- 11.1 The Architect shall provide the Insurance as described in Exhibit D.

## **ARTICLE 12 INDEMNIFICATION**

- 12.1 Notwithstanding anything to the contrary contained herein, the Architect shall indemnify and hold harmless the Owner, the Owner's Representative, their agents, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from (1) the Architect's performance or failure to perform its obligations under this Agreement and (2) any claim, damage, loss or expense attributable to bodily injury, sickness, disease or death, or to injury to or destruction of personal and/or real property including the loss of use resulting there from and caused by any negligent act or omission of the Architect, anyone directly or indirectly employed by the Architect or anyone for whose acts the Architect may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Article.
- 12.2 Notwithstanding anything to the contrary contained herein, the Owner shall indemnify and hold harmless the Architect and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from (1) the Owner's performance or failure to perform its obligations under this Agreement and (2) any claim, damage, loss or expense attributable to bodily injury, sickness, disease or death, or to injury to or destruction of personal property including the loss of use resulting there from and caused solely by any negligent act or omission of the Owner or any consultant hired by the Owner pursuant to Article 4 above. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Article.
- 12.3 Except as otherwise set forth in this Agreement, the Architect and the Owner shall not be liable to each other for any delays in the performance of their respective obligations and responsibilities under this Agreement which arise from causes beyond their control and without their fault or negligence, including but not limited to, any of the following events or occurrences: fire, flood, earthquake, epidemic, pandemic, atmospheric condition of unusual severity, war, acts of terrorism, and strikes. The Owner shall not be liable to the Architect for acts or failures to act by the Contractor.

### **ARTICLE 13 TERMINATION OF AGREEMENT**

- 13.1 If: (a) the Owner abandons the Project or the Project is stopped for more than six (6) months due to actions taken by the Owner, or under an order of any court or other public authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable through no act or fault of the Architect or its agents or employees, or (b) the Owner has failed to substantially perform in accordance with the provisions of this Agreement due to no fault of the Architect and such non-performance continues without cure for a period of thirty (30) days after the Owner receives from the Architect a written notice of such non-performance (including a detailed explanation of the actions of the Owner required for cure), the Owner may, upon fifteen (15) days' additional written notice to the Owner, terminate this Agreement, without prejudice to any right or remedy otherwise

available to the Owner, and recover from the Owner payment for all services performed to the date of the notice terminating this Agreement.

- 13.2 Upon the appointment of a receiver for the Architect, or if the Architect makes a general assignment for the benefit of creditors, the Owner may terminate this Agreement, without prejudice to any right or remedy otherwise available to the Owner, upon giving three (3) days written notice to the Architect. If an order for relief is entered under the bankruptcy code with respect to the Architect, the Owner may terminate this Agreement by giving three (3) days written notice to the Architect unless the Architect or the trustee: (a) promptly cures all breaches; (b) provides adequate assurances of future performance; (c) compensates the Owner for actual pecuniary loss resulting from such breaches; and (d) assumes the obligations of the Architect within the statutory time limits.
- 13.3 If the Architect persistently or repeatedly refuses or fails, except in cases for which an extension of time is provided, to supply sufficient properly skilled staff or proper materials, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority jurisdiction, or otherwise substantially violates or breaches any term or provision of this Agreement, then the Owner may, without prejudice to any right or remedy otherwise available to the Owner, and after giving the Architect seven (7) days written notice, terminate this Agreement.
- 13.4 Upon termination of this Agreement by the Owner under Paragraph 13.2 and 13.3 the Owner shall be entitled to furnish or have furnished the Services to be performed hereunder by the Architect by whatever method the Owner may deem expedient. Also, in such cases, the Architect shall not be entitled to receive any further payment until completion of the Work; and the total compensation to the Architect under this Agreement shall be the amount which is equitable under the circumstances. If the Owner and the Architect are unable to agree on the amount to be paid under the foregoing sentence, the Owner shall fix an amount, if any, which it deems appropriate in consideration of all of the circumstances surrounding such termination, and shall make payment accordingly.
- 13.5 The Owner may, upon thirty (30) days written notice to the Architect, terminate this Agreement, in whole or in part, at any time for the convenience of the Owner, without prejudice to any right or remedy otherwise available to the Owner. Upon receipt of such notice, the Architect shall immediately discontinue all services affected unless such notice directs otherwise. In the event of a termination for convenience of the Owner, the Architect's sole and exclusive right and remedy is to be paid for all work performed and to receive equitable adjustment for all work performed up to and including the date of termination. The Architect shall not be entitled to be paid any amount as profit for unperformed services or consideration for the termination of convenience by the Owner.
- 13.6 Should the Owner terminate this agreement as provided for under this Article, the Owner will acquire such drawings, including the ownership and use of all drawings, specifications, documents and materials relating to the Project prepared by or in the possession of the Architect. The Architect will turn over

to the Owner in a timely manner and in good unaltered condition all original drawings, specifications, documents, materials, and computer files.

#### **ARTICLE 14 SUCCESSORS/ASSIGNMENT**

- 14.1 This Agreement shall inure to the benefit of and be binding on the heirs, successors, assigns, trustees and personal representatives of the Owner, as well as the permitted assigns and trustees of the Architect.
- 14.2 The Architect shall not assign, sublet or transfer its interest in this Agreement without the written consent of the Owner, except that the Architect may assign accounts receivable to a commercial bank or financial institution for securing loans, without prior approval of the Owner.
- 14.3 Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party.

#### **ARTICLE 15 OWNERSHIP OF DOCUMENTS/CONFIDENTIAL INFORMATION**

- 15.1 Drawings and Specifications as instruments of service are and shall remain the joint property of the Architect and the Owner whether the Project for which they are made is built or not. Said documents and design concept are not to be used by the Architect on other projects. The Owner shall retain reproducible copies and electronic copies of Drawings and Specifications for information and reference and use in connection with the Owner's use and occupancy of the Project and for the Owner's future requirements of the Project's facilities including without limitation any alteration or expansion in any manner the Owner deems appropriate without additional compensation to the Architect. The Owner shall indemnify and hold harmless the Architect in connection with any use of the Drawings and Specifications without the Architect's consent.
- 15.2 In order for the Architect to fulfill this Agreement effectively, it may be necessary or desirable for the Owner to disclose to the Architect confidential and proprietary information and trade secrets pertaining to the Owner's past, present and future activities. The Architect hereby agrees to treat any and all information gained by it as a result of the Services performed hereunder as strictly confidential. The Architect further agrees that it will not disclose during the period of this Agreement or thereafter to anyone outside of the authorized Project team (1) Owner's trade secrets or (2) Owner's confidential and proprietary information.

#### **ARTICLE 16 ADDITIONAL PROVISIONS**

- 16.1 The Owner and Architect agree to endeavor to provide written notification and to negotiate in good faith prior to litigation concerning claims, disputes, and other matters in question arising out of or relating to this Agreement or the breach thereof.

- 16.2 Nothing herein contained shall be construed to require the parties to provide written notifications or engage in negotiations prior to the institution of litigation nor to submit for alternative dispute resolution by a third party or parties any such claim, dispute or other matter in question between the parties, but the parties may by mutual agreement submit any claim, dispute or other matter at issue to arbitration, or such other alternative dispute resolution procedure as may be mutually agreed upon between the parties.
- 16.3 Whenever renderings, photographs of renderings, photographs of models, photographs, drawings, announcements, or other illustration or information of the Project are released for public information, advertisement or publicity, appropriate and proper credit for architectural and other services shall be given to the Architect and Owner respectively.
- 16.4 The payment of any sums by the Owner shall not constitute a waiver of any claims for damages by the Owner for any breach of the Agreement by the Architect.
- 16.5 This Agreement shall be governed by the laws of the State of Georgia, U.S.A.
- 16.6 If any one or more of the provisions contained in this Agreement, for any reason, are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 16.7 Except where specifically stated otherwise, all periods of time stated in terms of days shall be considered periods calculated in calendar days.
- 16.8 The headings or captions within this Agreement shall be deemed set forth in the manner presented for the purposes of reference only and shall not control or otherwise affect the information set forth therein or interpretation thereof.
- 16.9 For the purpose of this Agreement unless the context clearly indicates otherwise, the singular includes the plural, and the plural includes the singular.
- 16.10 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and the counterparts shall constitute one and the same instrument, which shall be sufficient evidence by any one thereof.

## **ARTICLE 17 PROJECT RECORDS**

- 17.1 All records relating in any manner whatsoever to the Project, or any designated portion thereof, which are in the possession of the Architect or the Architect's consultants, shall be made available to the Owner for inspection and copying upon written request of the Owner. Additionally, said records shall be made available, upon request by the Owner, to any state, federal or other regulatory authorities and any such authority may review, inspect and copy such records. Said records include, but are not limited to, all plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the Project, its design, and its construction. Said records expressly include those documents reflecting the time expended by the Architect and its personnel in performing the obligations of this Contract



and the records of expenses incurred by the Architect in its performance under said Contract. The Architect shall maintain and protect these records for no less than ten (10) years after final completion of the Project, or for any longer period of time as may be required by applicable law or good architectural practice.

#### **ARTICLE 18 PROHIBITION AGAINST CONTINGENT FEES**

- 18.1 The Architect by execution of this Contract warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for him, any fees, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

#### **ARTICLE 19 EXHIBITS AND ATTACHMENTS**

- 19.1 Attached hereto and incorporated herein as part of this Contract are Exhibit A – Basic Services, Exhibit B – Program of Requirements, Exhibit C – Schedule, Exhibit D – Insurance, Exhibit E - the Asbestos Statement of Declaration, Exhibit F – Non Collusion Affidavit, and Exhibit G – Construction Contract.

#### **ARTICLE 20 ENTIRE AGREEMENT**

- 20.1 This Agreement and its Exhibits and Attachments represent the entire and integrated agreement between the Owner and the Architect and it supersedes all prior communications, discussions, negotiations, understandings, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect

In witness whereof, each individual executing this agreement acknowledges that he/she/it is authorized to execute this agreement and further acknowledges the execution of this agreement on the date signed below.

Owner:  
Augusta, Georgia

Architect:  
Thompson, Ventulett, Stainback &  
Associates, Inc.

By:

\_\_\_\_\_  
(Signature) (Seal)

\_\_\_\_\_  
(Signature) (Seal)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

530 Greene Street

2700 Promenade Two, 1230 Peachtree  
Street, N.E.

\_\_\_\_\_  
(Street Address – No PO Box)

\_\_\_\_\_  
(Street Address – No PO Box)

Augusta, Georgia 30911

Atlanta, Georgia 30309

\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Witness)



Exhibit A  
Basic Services

The January 15, 2008 Augusta Trade, Exhibit and Event Center Building Program, as modified during the Pre-Design Phase to meet the budgeted CCAP, shall be the basis for the project design. The CCAP will be established prior to commencement of the Schematic Design Phase.

1. Design Narrative Phase

- a. The Architect shall examine and analyze available information provided by the Owner and shall advise and recommend as to additional information necessary to begin specific design work on the Project. In addition, the Architect shall:
  - i. Visit and thoroughly inspect the Project Site and any structures or other features to be modified;
  - ii. Familiarize themselves with the survey, and the location of all existing buildings, utilities, conditions, streets, equipment, components and other attributes having or likely to have an impact on the Project;
  - iii. Familiarize themselves with the Program of Requirements and make any necessary revisions as required to begin the design phase;
  - iv. Familiarize themselves with pertinent Project dates and programming needs, including the Project Design Schedule;
  - v. Review and analyze all Project geotechnical, Hazardous Substance, structural, chemical, electrical, mechanical and construction materials tests, investigations and recommendations;
  - vi. Review and analyze local zoning restrictions and requirements;
  - vii. Analyze opportunities for incorporation of sustainable design features, in support of the goal of meeting LEED Version 2.2 Certification.
  - viii. Register project with USGBC.
  - ix. Gather any other information necessary for a thorough understanding of the Project.
- b. Upon analysis of all available information and prior to initiating any design tasks, the Architect shall participate in a Pre-Design Project Analysis. The Architect shall have in attendance the individuals who will represent the primary architectural and engineering disciplines on the project and others as may be requested by the Owner's Representative. The Architect shall take and transcribe minutes of the sessions.

- c. Upon conclusion of the Pre-Design Project Analysis, the Architect shall prepare a report to the Owner (hereinafter referred to as the Design Narrative) along with a Design Schedule acceptable to the Owner which is the Architect's interpretation of the Project requirements, design parameters and objectives, and results of the Pre-Design Project Analysis. To the maximum extent possible, the Design Narrative will contain diagrammatic studies and pertinent text relative to: design concept; Program of Requirements; analysis of alternatives; internal functions; human, vehicle and material flow patterns; general space allocations; detailed analysis of operating functions; studies of adjacency, vertical and horizontal affinities; and outline descriptions of major building components and systems.
- d. Upon written authorization from the Owner to proceed, and based on the approved Design Narrative, the Construction Contract Award Price (CCAP), and Program of Requirements the Architect shall prepare Schematic Design Studies consisting of drawings and other documents illustrating the design concept, scale and relationship of the Project components for approval by the Owner.

2. Schematic Design Phase

- a. The Architect shall provide the Owner's Representative periodically with copies of Schematic Design Studies for the Owner's Representative's review during the Schematic Design Phase. At the end of the Schematic Design Phase the Architect shall provide the Owner's Representative with six (6) complete sets of prints of the drawings and other documents for approval by the Owner.
- b. The Architect shall participate as requested in meetings with Owner's staff to review the project, receive the Owner's input and provide responses to input.
- c. The Architect shall prepare the necessary documents and make presentations as required to the August Georgia as determined by the Owners Representative. Documents required for presentation shall include but not limited to mounted and colored site plans, floor plans and elevations.
- d. Documents prepared by the Architect for final Schematic Design Phase submittal shall include drawings and a written report. The drawings shall include, but not be limited to; a proposed site utilization study of the property of the Project, schematic plans of all floor plan conditions, and simplified elevations indicating the fundamentals of the architectural concept. The report shall include the status of the work, a summary of programmed versus actual square footage by room or area and net to gross comparisons in a format defined by the Owner; such discussion of design factors, if any, as are pertinent in the opinion of the Architect; and descriptions of proposed engineered systems, construction methods, materials and work to be included in the construction contracts. Further, the report should include any minutes from meetings or telephone conferences with, or letters from review agencies with responses, and

responses to all review comments from staff from previous reviews.

- e. A statement from the Architect with the final Schematic Design Phase submittal shall be included that verifies and acknowledges that all of the applicable Design Guidelines Specifications have been incorporated in the documents unless specifically noted in writing
- f. The Architect shall submit a written statement indicating that local governing authorities are aware of the project, and the necessary requirements of such agency will be met.
- g. To be considered acceptable for final Schematic Design Phase submittal, the documents shall contain all of the following unless otherwise agreed in writing:
  - i. Architectural
    - 1. Overall plans (at 1/16" scale) showing complete building layout, and identifying areas, room by room, showing square footage with comparisons to program standards, and core areas and their relationships.
    - 2. Enlarged plans (at 1/8" scale) of select areas such as main entry lobby, concourse, toilets and back of house areas.
    - 3. Preliminary building section and elevations indicating location and size of fenestration.
    - 4. Preliminary furniture layouts of critical spaces.
    - 5. Site plan with building located and overall grading plan with a minimum of 2'- 0" contour lines. All major site development such as orientation, access road paving, walls and outside support buildings, structured parking facilities and paved parking lots should be shown.
    - 6. Gross and net area calculations separated to show conformance with the Program of Requirements.
    - 7. Preliminary Building Code Summary.
  - ii. Structural
    - 1. Narrative of structural system (concrete, precast, structural steel with composite deck, structural steel with bar joists, etc.).
    - 2. Identification of foundation requirements (fill requirements, piles, caissons, spread, footings, etc.).
  - iii. Mechanical
    - 1. Block heating, ventilating and cooling loads calculations including skin versus internal loading.
    - 2. Single-line drawings of all mechanical equipment spaces, duct chases and pipe chases.
    - 3. Location of all major equipment in allocated spaces.
    - 4. Location of all service entrances.
  - iv. Electrical
    - 1. Lighting fixtures roughly scheduled showing types of fixtures to be used.
    - 2. Major electrical equipment roughly scheduled indicating size and capacity.
    - 3. Complete preliminary one-line electrical distribution diagrams

- with indications of final location of service entry, transformers and emergency generator, if required.
  - 4. Description of specialized electrical systems (fire alarm, intercom, voice/data, etc.).
  - 5. Legend showing all symbols used on drawings.
  - 6. Projected energy use.
- h. Documents not complying with Subparagraph 2.g. shall be returned to the Architect for correction at no additional charge to the Owner and with no change to the overall Project design schedule.
  - i. Upon Owner acceptance and approval of the Schematic Design, the structural bay sizes, floor elevations and exterior wall locations (building "footprint") may not be changed except by a Design Phase Change Order.
  - j. The Architect shall provide electronic images (in pdf format) at each phase of the design for use by the August Georgia on their website.
  - k. The Architect shall provide in-progress design images, at each phase of the design, mounted on presentation boards for display in the Main Lobby of the existing City Hall Facility.
3. Design Development Phase.
- a. The Architect shall prepare from the approved Schematic Design Studies, for further approval by the Owner, the Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project as to structural, mechanical and electrical systems, materials and such other essentials as may be appropriate.
  - b. Design Development Documents prepared by the Architect shall include drawings and a written report in more detail than the Schematic Design Documents and shall take into account the Owner's comments on the previous submittal. The report shall include the status of the work, a summary of programmed versus actual square footage by room or area in a format defined by the Owner, such discussion of design factors, if any, as are pertinent in the opinion of the Architect; and outline descriptions of proposed engineered systems, construction methods, materials and work to be included in the construction contracts. Drawings shall include dimensioned site development plan, floors plans, elevations, and typical sections indicating proposed construction. Drawings shall also include information on major finishes as well as diagrammatic drawings illustrating fundamentals of major engineered systems, i.e., structural, mechanical and electrical.
  - c. A statement from the Architect with the final Design Development Phase submittal shall be included that verifies and acknowledges that all of the applicable Design Guidelines features have been incorporated in the documents unless specifically noted in writing. The Architect shall not incorporate asbestos-containing materials in the Project.

- d. The Architect shall submit the final Design Development package, meeting minutes, etc. to show how review comments made in Schematic Design have been addressed. It should be clear from the notes where the specific item was incorporated into the Design Development submittal or an explanation if it was not incorporated.
  
- e. The Architect shall provide the Owner's Representative periodically with copies of in-progress Design Development Documents during the Design Development Phase. At the end of the Design Development Phase the Architect shall provide the Owner's Representative with six (6) complete sets of prints of the drawings and other documents for approval by the Owner. The documents for this final Design Development Phase submittal shall contain all of the following unless otherwise agreed in writing:
  - i. Architectural
    - 1. Project phasing plan.
    - 2. Building Code Summary Sheet.
    - 3. Life safety plans showing all fire walls and egress calculations.
    - 4. Floor plans (at 1/8" scale) with final room locations including all openings.
    - 5. Roof plan (at 1/8" scale) indicating structural slope, drainage areas and drain locations.
    - 6. Wall sections showing final dimensional relationships, materials and component relationships.
    - 7. Identification of all fixed and loose equipment, furniture, and furnishings.
    - 8. Room inventory data sheets showing locations of furniture and equipment for each room. Owner will provide lists of furniture and equipment and format to Architect. Hard copies and digital formats (if desired) will be provided to the Architect.
    - 9. Finish schedule identifying all finishes.
    - 10. Preliminary door and window and hardware schedule showing final quantity plus type and quality levels.
    - 11. Virtually complete site plan including grading and drainage.
    - 12. Preliminary development of details, including millwork details and large scale blow-ups.
    - 13. Legend showing all symbols used on drawings.
    - 14. Outline of materials to be specified in the CD phase.
    - 15. Reflective ceiling development including ceiling grid and all devices that penetrate the ceiling (i.e., light fixtures, sprinkler heads, ceiling register or diffusers, etc.).
  - ii. Structural
    - 1. Plan drawings with all structural members located and sized.
    - 2. Final building elevations.
    - 3. Outline of materials to be specified in the CD phase.
    - 4. Foundation drawings.
  - iii. Plumbing
    - 1. Piping, fixtures and equipment substantially located and sized.
  - iv. Mechanical
    - 1. Heating and cooling load calculations for each space and major

- duct or pipe runs sized to interface structural.
- 2. Major mechanical equipment scheduled indicating size and capacity.
- 3. Ductwork and piping substantially located and sized.
- 4. Above ceiling and/or mechanical room layouts to verify all, structural, mechanical, plumbing, electrical and fire protection systems fit in available spaces.
- 5. Devices in ceiling located.
- 6. Legend showing all symbols used on drawings.
- 7. Outline of materials to be specified in the CD phase.
- 8. Completed life cycle cost analysis.

v. Electrical

- 1. All power consuming equipment and load characteristics.
- 2. Total electric load.
- 3. Major electrical equipment (switchgear, distribution panels, emergency generator, transfer switches, UPS system, etc.) dimensioned and drawn to scale into the space allocated.
- 4. Preliminary site lighting design coordinated with Georgia Power.
- 5. Outline of materials to be specified in the CD phase.
- 6. Lighting, power, telecommunications and office automation devices and receptacles shown in plan.
- 7. Preliminary light fixture schedule.
- 8. One line diagram of specialized electrical systems (fire alarm, intercom, voice/data, etc.) showing location of control equipment/panels and devices.
- 9. Interior electrical loads estimate for systems furniture, receptacles, lighting, food service equipment, and any other special use areas, etc.

vi. Fire Protection

- 1. Provide flow test information
- 2. Provide narrative of proposed fire protection system.

vii. Sustainability/LEED

- 1. Provide LEED Score Sheet Itemizing anticipated LEED points and team responsibilities.

- f. Documents not complying with Subparagraph 3.g. shall be returned to the Architect for correction at no additional charge to the Owner and with no change to the overall Project design schedule.
- g. The Architect shall provide electronic images (in pdf format) at each phase of the design for use by the August Georgia on their website.
- h. The Architect shall provide in-progress design images, at each phase of the design, mounted on presentation boards for display in the Main Lobby of the existing City Hall Facility.

4. Construction Documents Phase.

- a. Upon written authorization from the Owner to proceed, the Architect shall prepare from the approved Design Development Documents, Working Drawings and Specifications setting forth in detail the requirements for the construction of the entire Project. The Owner will provide the Conditions

of the Contract (General and any Supplementary), Advertisement for Bids, Instructions to Bidders, time control specification provisions, and Construction Proposal Forms and Agreement(s) which the Architect shall incorporate into the Construction Documents.

- b. Construction Documents shall be packaged and be completed in accordance with its schedule.
- c. Detailed drawings shall cover all work included in the Project or designated portion thereof. It is the responsibility of the Architect to assure that the Project Construction Documents require that no asbestos-containing materials are to be incorporated in the Project.
- d. A Single Contract for Construction is anticipated and shall be as stated and the detailed drawings shall be prepared by the Architect with appropriate designation noted thereon.
- e. Specifications shall be prepared using the Construction Specifications Institute division format. Specifications for products, materials and equipment shall be written in full compliance with all relevant laws and building codes. Brand names may be used to specify a particular product to be bid as an alternate only in accordance with State law.
- f. The Architect shall update room data sheets to show furniture and equipment layouts as needed and requested by the Owner for each room. Owner will provide lists of furniture and equipment and format to the Architect. When completed, final hard copies and electronic information will be provided by the Architect to the Owner.
- g. The Architect shall provide a color board with exterior and interior color selection for review, approval and use by the Owner. The approved color board shall be submitted for use by the Owner with the 100% Construction Documents.
- h. The Architect shall provide the Owner's Representative periodically with copies of in-progress Construction Documents during this phase. Additionally, the Architect shall submit for approval by the Owner six (6) sets of preliminary Construction Documents at the stage of 60% completeness along-with a written report. The report shall incorporate the status of the work and a summary of programmed versus actual square footage in a format defined by the Owner by room or area. The documents for this 60% Construction Document submittal shall, at a minimum, satisfy all of the requirements of the Design Development Phase, plus all of the following unless otherwise agreed in writing:
  - i. General
    - 1. Complete index of drawings
    - 2. Vicinity plan
    - 3. Building Code Summary
    - 4. Life safety plans
    - 5. Energy data
    - 6. Accessibility summary

7. U.L. details
- ii. Civil / Landscaping
  1. Copy of the Site Survey
  2. Site plan satisfactory for site plan approval
  3. Site demolition plan
  4. Staking plan
  5. Erosion control plan
  6. Grading plan
  7. Site utility plan
  8. Storm drainage plan, details and schedule
  9. Paving plans and details
  10. Landscaping plans and details, plant schedule
- iii. Architectural
  1. Demolition plans (if required)
  2. Key plans with final room numbers as approved by August Georgia
  3. Critical sections and details identified and drawn
  4. Roof plan with all penetrations
  5. Kitchen layout and equipment schedule
  6. Exterior elevations with control joints located
  7. Enlarged toilet room layout with all fixtures and dimensions
  8. Toilet room elevations
  9. Reflected ceiling plan with all fixtures located and ceiling height identified
  10. Bulkhead and lintel details
  11. Finish plan and schedule
  12. Door and hardware schedule, elevations, and head and jamb details
  13. Masonry details
  14. Roof details
  15. Stair details
  16. Elevator sections and details if applicable
  17. Furniture layout
  18. Casework elevations
- iv. Structural
  1. Demolition plans (if required)
  2. Footing plans and details
  3. Reinforcing steel plans
  4. Structural steel plans
- v. Plumbing
  1. Demolition plan (if required)
  2. Fixture schedule
  3. Plumbing plans
  4. Enlarged toilet room plans
  5. Riser diagrams for waste and vent, water, storm drainage, and gas
  6. Plumbing site plan
  7. Plumbing details
- vi. Mechanical
  1. Demolition plan (if required)
  2. Ductwork and piping completely located and sized



3. Complete equipment schedules
4. Mechanical room enlarged plans and sections
5. Schematic control diagrams
6. Mechanical details
- vii. Electrical
  1. Demolition plan (if required)
  2. Fixture schedule
  3. Electrical site plan
  4. Power plan with panels located and identified
  5. Lighting plan
  6. Complete plans for auxiliary systems including but not limited to, fire alarm, voice/data, intercom, MATV, and security
  7. Riser diagrams for all systems
  8. Panel schedule
- viii. Fire Protection
  1. Demolition plan (if required)
  2. Fire protection plan with location of all hose and valve cabinets identified
  3. Preliminary fire protection design calculations.
- ix. Sustainability/LEED
  1. Update LEED Score Sheet.
  2. Document LEED point items per USGBC requirements.
  3. Incorporate LEED requirements in Construction Documents.
- i. Documents not complying with Subparagraph 4.g. shall be returned to the Architect for correction at no additional charge to the Owner and with no change to the overall Project design schedule.
- j. After review and approval of the 60% Construction Documents by the Owner, the Architect shall continue with preparation of final Construction Documents and Bid Documents, including final Specifications for all authorized work on the Project and shall incorporate in those final documents the comments and any modifications and changes desired by the Owner and any modifications required for compliance with all applicable codes, regulations, standards, the approved program, and prior written approvals and instructions of the Owner. The resulting final Construction Document submittal is to be a complete, fully coordinated, integrated package, suitable for bidding distribution, without any significant addenda or further clarification required.
- k. The Architect shall participate in such reviews and meetings as are necessary to ensure that the project design conforms to all applicable codes and all requirements of responsible agencies and will make any changes to the Construction Documents which are required for issuance of all permits and legal authorizations needed to construct the Project.
- l. The Architect shall submit all relevant applications for all required building permits within a reasonable time to ensure receipt of final comments in time to issue any required addenda to the Bidding Documents.
- m. At the completion of the construction documents phase, the Architect

shall submit to the Owner ten (10) sets of 100% complete documents prepared by the Architect for final Construction Documents Phase submittal which shall include the final working drawings and specifications.

- n. A statement from the Architect with the final Construction Document Phase submittal shall be included that verifies and acknowledges that all of the applicable Design Guidelines and Specifications have been incorporated in the documents unless specifically noted in writing.
- o. The Architect shall submit with the final Construction Document package, meeting minutes, etc. to show how review comments made in Design Development have been addressed. It should be clear from the notes if the specific item was incorporated into the Construction Document submittal or not (with an explanation).
- p. The Architect shall provide electronic images (in pdf format) at each phase of the design for use by the August Georgia on their website.
- q. The Architect shall provide in-progress design images, at each phase of the design, mounted on presentation boards for display in the Main Lobby of the existing City Hall Facility.

5. Permitting and Bidding/Negotiation Phase.

- a. After receiving written authorization from the Owner, the Architect shall proceed with the Permitting and Bidding/Negotiation Phase.
- b. The Architect shall coordinate and document the reproduction, distribution and retrieval of the bidding documents. Further, the Architect shall coordinate and document the collection and return of deposits or payments. In addition to the bidders, documents shall be issued to all required code authorities, contractors, plan room, services, and others, as the Owner designates.
- c. The Architect shall request, expedite and obtain all necessary permits, licenses and approvals, including paying any associated fees or assessments, required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities, unless otherwise agreed in writing. The Owner shall reimburse the Architect for the actual cost of any fees or assessments paid by the Architect pursuant to this subparagraph.
- d. The Architect shall prepare such clarifications and addenda to the bidding documents as may be required. The Architect will provide these to the Owner for review prior to issuance to all holders of bid documents.
- e. The Owner's Representative will schedule and conduct Pre-Bid Conferences with prospective bidders to review the Project requirements. The Architect shall provide knowledgeable representatives, including representatives of its consultants, to participate in these conferences to explain and clarify Bidding Documents. Within two (2) days after the Pre-

Bid Conference the Architect shall deliver to the Owner, if needed, a final Addendum.

- f. The Architect shall assist the Owner's Representative and the Owner in obtaining bids.
- g. The Architect shall prepare a certified bid tabulation and recommendation to the Owner concerning the Contract Award.
- h. Should first bidding or negotiation produce prices in excess of the approved CCAP, the Architect shall participate with the Owner's Representative in such re-bidding, re-negotiation, and re-design, at no additional expense to the Owner, as may be necessary to obtain price(s) within the approved CCAP or price(s) acceptable to the Owner. The Owner will assist in re-design decisions. All re-design must be approved by the Owner.
- i. Should the Architect re-design or conduct re-bidding under its responsibilities set out in the preceding paragraph, its Construction Phase and Post Construction Phase services shall be extended to take re-design/re-bid delays into account at no additional expense to the Owner.
- j. The Architect shall assist the Owner's Representative in the preparation of the Agreement(s) between Owner and Contractor(s) for the Owner's execution. The Owner's Representative will coordinate award(s) and Notice(s) to Proceed for the Owner.

6. Construction Phase.

- a. The Construction Phase for each portion of the Project will commence with the award of the Construction Contract and will terminate when the Owner makes the Final Completion payment to the Contractor.
- b. The Architect shall consult with the Owner and participate in all decisions as to the acceptability of subcontractors and other persons and organizations proposed by the Contractor for various portions of the work.
- c. The Architect shall review and approve shop drawings, samples, and other submissions of Contractor(s) as well as the Work performed by the Contractor(s) for conformance with the design concept of the Project and for compliance with the Contract Documents. The Architect shall prepare one final color board for the use of the Owner and one to be kept on the jobsite containing the Owner approved submittal samples. The review and return of submittals shall be accomplished by the Architect within fourteen (14) calendar days from date of receipt except when otherwise authorized by the Owner's Representative.
- d. The Architect shall provide necessary Project drawings, in electronic format, to the electrical or data contractor for creation of data "as built" submittal and approval drawings, and to the general contractor for site layout/staking.

- e. The Owner's Representative will establish with the Architect procedures to be followed for review and processing of all shop drawings, catalogue submissions, project reports, test reports, maintenance manuals, and other necessary documentation, as well as requests for changes and applications for extensions of time.
- f. The Architect, without the Owners prior approval, may authorize or direct minor changes in the Work which are consistent with the intent of the Construction Documents and which do not involve a change in Project cost, time for construction, Project scope, aesthetics, visual concepts or approved design elements. Any such minor changes shall be implemented by written field order. Except as provided in this subparagraph, the Architect shall not have authority to direct or authorize changes in the Work without the Owner's prior written approval; however, the Architect shall provide a copy of any written field order to the Owner or Owner's Representative.
- g. The Architect shall promptly consult with and advise the Owner concerning, and shall administer and manage, all change order requests and change orders.
- h. The Architect shall promptly prepare required drawings, specifications and other supporting data as necessary in connection with minor changes, change order requests and change orders.
- i. The Architect shall promptly prepare and submit change order proposal requests for the Owner's approval and acceptance. The Architect shall include the following in any such requests:
  - i. Provide a Description of the Change.
  - ii. Provide an explanation as to why the change is necessary.
  - iii. Provide an explanation as to who requested the change.
  - iv. Provide any and all alternatives that could be done in lieu of the requested change.
  - v. Provide an explanation about what will happen if the change order proposal is not approved.
  - vi. Provide an explanation about the impact of the change on the Project Schedule.
  - vii. Provide a Reason for the Change (ie. Unforeseen Conditions, Owner Requested, Life Safety, Code Requirement, Errors and/or Omissions, or Other (please specify).
  - viii. Each Change Order Request should include the following statement:

"We hereby certify that we have reviewed the Contractor's proposal and we have determined that the cost that we have recommended is fair and reasonable compensation for the scope of work described."
- j. The Architect shall promptly administer and manage all minor changes, change order requests, and change orders on behalf of the Owner.
- k. Upon request by the Owner, the Architect shall prepare Change Orders in accordance with the Construction Contract Agreement. No change in the

Construction Contract, including the price, the work, or the time for completion, may be made without the written consent of the Owner.

- l. The Architect shall render to the Owner's Representative, in a timely manner so as to not delay the progress of the work, interpretations of requirements of the Contract Documents. The Architect shall make all interpretations consistent with the intent of and reasonably inferable from the Contract Documents. The Architect's decision in matters relating to artistic effect shall be final if consistent with the intent of the Contract Documents.
- m. Should errors, omissions or conflicts in the drawings, specifications or other Contract Documents by the Architect be discovered, the Architect will prepare and submit to the Owner's Representative, in a timely manner so as to not delay the progress of the work, such amendments or supplementary documents and provide consultation as may be required, for which the Architect shall make no additional charges to the Owner.
- n. The Owner's Representative shall be the point of contact for the Owner, except when the Owner shall direct otherwise. All instructions to the Contractor(s) shall be issued by the Architect except when it is directed otherwise by the Owner's Representative.
- o. The Architect will have access to the Work at all times. All site visits, observations and other activities by the Architect shall be coordinated with the Owner's Representative and written report of such visits made promptly to the Owner's Representative.
- p. The Architect and its consultants (including, but not limited to, the civil, structural, roofing, mechanical and electrical disciplines) shall make such periodic visits to the Project site as may be necessary to familiarize themselves generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of such on-site observations, the Architect and its consultants shall take the appropriate steps to guard the Owner against defects and deficiencies in the Work of the Contractor. If the Architect observes any work that does not conform to the Contract Documents, the Architect shall immediately make an oral and written report of all such observations to the Owner's Representative. The Architect and its consultants shall not be required to make exhaustive or full-time on-site observations to check the quality or quantity of the Work, but shall make as many observations as may be reasonably required to fulfil their obligations to the Owner. The Architect shall not be responsible for construction means, methods, techniques, sequences or procedures, or safety precautions and programs in connection with the Work.
- q. Periodic visits of the Architect shall be not less than once weekly. Each applicable engineering discipline, as required by the Owner's Representative, shall make periodic visits not less than once every month, during the course of work applicable to its discipline. During critical work phases, each engineering discipline may be required to make

periodic visits weekly. The engineering disciplines shall prepare and submit a report on each visit, submitted via the Architect to the Owner's Representative within two (2) working days of the visit.

- r. The Architect shall render written field reports relating to the periodic visits and observations of the Project required by Subparagraph 6.q. within two (2) working days to the Owner's Representative in the form required by the Owner's Representative.
- s. The Architect shall hold weekly construction progress meetings attended by the Owner's Representative and representatives of the Contractor. The Architect shall render written minutes of this meeting within two (2) working days to all participants in a format acceptable to the Owner's Representative.
- t. Based upon observations at the site and upon the Contractor's applications for payment, the Architect shall determine the amount owing to the Contractor(s), pursuant to the terms of the Owner/Contractor Agreement, and shall issue Certificates for Payment to the Owner in such amounts. The Architect's signing of a Certificate of Payment shall constitute a representation by the Architect to the Owner, based upon the Architect's observations at the site and the data comprising the Application for Payment, that the Work has progressed to the point indicated, that to the best of the Architect's knowledge, information and belief, the quality of the Work appears to be in accordance with the Contract Documents (subject to: an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion; the results of any subsequent tests required by the Contract Documents; minor deviations from the Contract Documents correctable prior to completion; and to any specific qualifications stated in the Certificate for Payment), and that the Contractor is entitled to payment in the amount certified. By signing a Certificate for Payment to the Owner, the Architect shall not be deemed to represent that it has made any examination to ascertain how and for what purpose the Contractor has used the monies paid on account of the Construction Contract Sum.
- u. If, in accordance with its duty, the Architect advises the Owner's Representative of non-conforming work as stated in subparagraph 6.p., the Architect shall confirm the non-conformance in writing to the Owner's Representative in a timely manner so as to not delay the progress of the work.
- v. The Architect and the Owner's Representative jointly shall have authority to condemn or reject Work on behalf of the Owner when in the Owner's Representative's or the Architect's opinion the Work does not conform to the Contract Documents. Whenever in the Owner's Representative's or the Architect's reasonable opinion it is considered necessary or advisable to insure the proper implementation of the intent of the Contract Documents, the Owner's Representative shall have the authority to require special inspection or testing of any Work in accordance with the provisions of the Contract Documents whether or not such Work is

fabricated, installed or completed.

- w. The Architect shall obtain governing agency occupancy approval if any exceptions arise related to the design or specified materials.

7. Final Completion Of Design Services Phase.

- a. When the Contractor notifies the Architect that the Work is substantially complete, the Architect and its consultants shall inspect the Work and prepare and submit to the Owner's Representative punch lists of the Work of the Contractor(s) which is not in conformance with the Contract Documents. The Architect shall transmit such punch lists to the Contractor(s). The Owner may request that the Architect inspect and prepare a punch list on any portion of the Work.
- b. The Architect shall provide assistance in the original operation of any equipment or system such as initial start-up, testing, adjusting and balancing.
- c. The Architect and/or its consultants shall observe, review test data, and certify the original operation of any equipment or system such as initial start-up testing, adjusting and balancing to make sure that all equipment and systems are properly installed and functioning in accordance with the design and specifications.
- d. The Architect shall review and approve the Contractor-furnished maintenance and operating instructions, schedules, guarantees, bonds, and certificates of inspection as required by the Construction Documents and forward all approved copies to the Owner's Representative for use by the Owner. In addition, the Architect shall conduct such observations as necessary to ensure all material and equipment warranties are in compliance with applicable specifications.
- e. The Architect and its consultants shall conduct at least two (2) comprehensive Final Completion inspections per construction contract at the request of the Owner. If more than two (2) Final Completion inspections are required, through no fault of the Architect, the additional inspections may be deemed additional services.
- f. The Architect shall obtain from the Contractor(s) drawings, prints, and other data necessary for the accurate preparation of the record drawings.
- g. The Architect shall make a recommendation in writing to the Owner regarding liquidated damages for the Contractor, as may be applicable.
- h. Upon correction of the deficiency reports (punch lists), and acceptance of all other close-out submittals and certificates of the Contractor, the Owner's Representative and the Architect shall review and approve the Application for Final Payment and forward it to the Owner for execution. In addition, the Architect shall certify in writing that the work conforms to the contract documents.

- i. The Architect shall prepare a set of reproducible sealed mylar record drawings and digital files, in .DWG format on CD ROM, showing significant changes in the Work made during the construction process, based on marked-up contract drawings, prints, and other data furnished by the Contractor(s) and the applicable Addenda, Clarifications, and Change Orders which occurred during the Project.

8. Architect's Professional Responsibility and Standard of Care.

- a. By execution of this Agreement, the Architect warrants that (a) it is an experienced and duly licensed firm or individual having the ability and skill necessary to perform all the Services required of it under this Agreement in connection with the design and construction of a project having the scope and complexity of the Project contemplated herein; (b) it has the capabilities and resources necessary to perform its obligations hereunder; and (c) it is familiar with all current laws, rules and regulations which are applicable to the design and construction of the Project (such laws, rules and regulations including, but not limited to, all local ordinances, requirements of building codes of city, county, state and federal authorities which are applicable to the Project, local sanitary laws and rules and regulations, and all orders and interpretations by governing public authorities of such ordinances, requirements, codes, laws, rules and regulations in effect at the time of commencement of services on the Project), and that all drawings, specifications and other documents prepared by the Architect shall be prepared in accordance with and shall accurately meet, reflect and incorporate all such laws, rules and regulations.
- b. The Architect hereby represents and agrees that the drawings, specifications and other documents prepared by it pursuant to this Agreement shall be complete and functional, except as to any deficiencies which are due to causes beyond the control of the Architect, and that the Project, if constructed in accordance with the drawings, specifications and other documents, shall be structurally sound and a complete and properly functioning facility in accordance with the terms of this Agreement. Any suggestions, recommendations or review comments by the Owner shall not reduce or diminish the Architect's responsibilities pursuant to this Agreement. If any part of the completed construction fails due to a defective design, the Architect shall reimburse the Owner for any cost associated with the work required to correct the defect.
- c. The Architect shall be responsible for any errors, inconsistencies or omissions in the drawings, specifications, and other documents. The Architect will correct at no additional cost to the Owner any and all errors and omissions in the drawings, specifications and other documents prepared by the Architect. The Architect further agrees, at no additional cost, to take the lead and render assistance to the Owner in resolving problems relating to the design or specified materials.
- d. It is the responsibility of the Architect to make certain that, at the time the



project is bid, all drawings, specifications and other documents are in accordance with applicable laws, statutes, building codes and regulations and that appropriate reviews and approvals are requested and obtained from federal, state and local governments.

- e. It shall be the responsibility of the Architect throughout the period of performance under this Agreement to exercise the abilities, skills and care customarily used by Architects of the training and background needed to perform the services required under this Agreement who practice in the Augusta, Georgia area or similar communities.

9. Project Requirements.

- a. During all phases of the Project the Architect shall review Owner provided cost estimates, to assure itself that the estimated Project cost is within the CCAP and shall supply such data or information as the Owner may require to substantiate the Architect's contention that the Project cost is within the CCAP.
- b. With each Design Phase submittal and each interim, revisionary or subsequent design submittal of the Architect to the Owner, the Architect shall make the following statement in writing:  
"The drawings, specifications, and other documents submitted herewith, in my/our professional opinion, fulfill the Program of Requirements and the work indicated by them may be purchased by the Owner in a construction contract or contracts, the total price of which (CCAP) will not exceed the CCAP and may be constructed, and the above mentioned documents submitted herewith have been prepared in accordance with the Professional Architectural Services Agreement."
- c. With each Design Phase submittal and each interim, revisionary or subsequent design submittal of the Architect to the Owner and with his certification of the Final Payment to the contractor, the Architect shall make the following statement in writing:  
"No asbestos-containing building materials have been specified and to the best of my/our knowledge and belief none have been incorporated into this Project."
- d. Incorporated herein and made a part of this Agreement by reference as Exhibit B is the Program of Requirements which defines the physical and environmental parameters for the Project and establishes the design objectives and criteria. No deviations from the Program of Requirements shall be allowed without written approval for change, in the form of a Design Phase Change Order executed by the Owner and Architect.
- e. Incorporated herein and made a part of this Agreement by reference as Exhibit C the Schedule for the Project which defines the sequence and timing of the design and construction activities. No deviation from the Schedule shall be allowed without written approval for a change in the Schedule, in the form of a Design Phase Change Order executed by the Owner and Architect. Should the Owner determine that the Architect is

behind schedule; the Architect shall expedite and accelerate its efforts, including additional manpower and/or overtime, to maintain the approved design schedule at no additional cost to the Owner.

- f. In addition to its duties, obligations and responsibilities set forth in the agreement, the Architect shall have and perform those duties, obligations and responsibilities set forth in the Contract for Construction Services, which is incorporated herein and made a part of this agreement by reference as Exhibit G. The Architect hereby acknowledges that it has received, reviewed and studied a draft unexecuted copy of the Construction Contract and same is herein incorporated by reference.

10. Project Conferences.

- a. Throughout all phases of the Project, the Architect and its consultants shall meet periodically with the Owner when reasonably requested. Participants shall be as determined by the Owner. As a minimum, regularly scheduled meetings which the Architect will attend include:
  - i. Architect Orientation.
    - 1. Pre-design conferences on a biweekly basis.
    - 2. Pre-design Project Analysis Sessions, three days maximum.
    - 3. Design conferences on a weekly basis.
    - 4. Public Presentations – The Architect shall prepare for and participate in up to six (6) public presentations to the City Council, at public information meetings, and/or the Owners designated liaison team.
    - 5. Pre-bid conference for the bid package.
    - 6. Preconstruction conference for the bid package.
    - 7. Construction progress meetings on a weekly basis for the bid package.
    - 8. Substantial Completion, Final Completion and completion of warranty period inspections for the construction contract.
- b. The Architect shall be responsible for scheduling and attending any meetings necessary to properly coordinate the design effort including, without limitation, meetings with governing agencies, code officials and applicable utilities.
- c. The Architect shall be responsible for preparing accurate and complete minutes of all Project conferences and distributing same to all participants. The Architect shall prepare and distribute meeting minutes within two (2) working days after each meeting.

11. Serving As Witness.

- a. The Architect shall provide testimony in public hearings, arbitration proceedings, and legal proceedings, and such testimony shall be provided without additional fee or charge to the Owner unless said testimony is requested by the Owner and consists of expert testimony not related to this Project or Work.

12. Construction Warranty.

- a. The Architect and its consultants shall assist the Owner in resolution of

warranty issues as may be required to determine responsibility for deficiencies.

- b. The Architect and its consultants shall conduct an inspection of the project one (1) month prior to any warranty expiration and provide to the Owner a written report specifying any warranty deficiencies which may exist.

13. General Requirements

- a. The Owner will interview the design and management staff that will be assigned to this project.
- b. The Owner will review the Architect's Consultants being considered for this project prior to their assignment. Interior Design, Traffic/Parking, Civil Engineer/Landscape, Acoustical/Audio Visual, Food Service, Exterior and Public Lighting, Telecommunications, Graphics/Signage, Security, Structural, Electrical, Plumbing, Fire Protection, and Mechanical costs are included in the Architect's fee.
- c. The Architect is to provide the Owner with all final drawings on computer disk. AutoCAD version 2005 or later is preferred, or scanned onto magnetic media that can be accessed by AutoCAD 2005.
- d. The Architect is to provide the Owner with 11" X 17" prints of the final site plan/grading plan, staking plan, and overall floor plan.
- e. The Architect is to file and review all plans with the applicable Gwinnett County Building Department, Development Department, August Georgia Inspections Divisions, and Fire Marshal, and incorporate all review comments on the plans prior to sending the plans out for bid.
- f. Periodic field visitations are to be made by all of the Architect's Consultants retained for this project during construction to observe the implementation of their specific discipline. The Architect shall prepare and distribute written reports from these visits within two (2) working days after each visit.
- g. Final inspections and punch lists are to be made by each of the Architect's Consultants, as well as the Architect. The Architect shall prepare and distribute written reports within two (2) working days after each inspection.
- h. The maximum drawing sheet size is to be 30" X 42".

14. Leadership in Energy and Environmental Design (LEED):

- a. The design and construction of this Project shall integrate building materials and methods that promote environmental quality, economic vitality, and social benefit through the construction and operation of the built environment. The Project shall meet at a minimum the LEED™ certified rating (LEED™ Certified for buildings that earn between 26 and

32 of the available points). The intent of the project is to create an environment with the highest possible level of operational efficiency, as well as comfort and support for building tenants and visitors.

- b. The Architect shall define and develop design requirements for the project that include sustainable planning and design concepts, as defined by the U.S. Green Building Council's LEED Program, covering items such as:
  - i. Building design analysis and building performance as it relates to energy use, sustainability concepts, and productivity of the interior environment;
  - ii. Energy use effectiveness including natural convection in HVAC, natural lighting and water use / recycling / integration;
  - iii. Development of integrated systems for environmentally responsible architecture.
- c. It is the Owner's intent that the Project be designed to include sustainable architectural and engineering solutions, environmentally efficient materials, and shall include consideration of "state of the art" design solutions in all areas of the project design.
- d. The Architect shall develop all necessary documentation for the level of certification sought by the Owner and shall assist with submission to the U.S. Green Building Council.
- e. The LEED-NC Version 2.2 is applicable to this project.

Exhibit B  
Program of Requirements

See Attachment which includes the revised January 15, 2008 Augusta Trade, Exhibit and Event Center Building Program. Program shall be reduced for a total building square feet of \_\_\_\_\_ including a \_\_\_\_\_ square foot exhibit hall.

### Exhibit C Schedule

The Architect agrees to faithfully and properly complete the design work within Three Hundred Nine (309) calendar days, consistent with the best interest of the Owner. Completion of the design work is defined as a set of documents that are ready to be sent out to the Contractor's for bids. The schedule anticipates the following milestone dates:

| <b>Milestone Dates</b>                               |                    |
|------------------------------------------------------|--------------------|
| <b>Activity</b>                                      | <b>Due Date</b>    |
| Notice to Proceed                                    | August 1, 2008     |
| Programming Workshop                                 | September 1, 2008  |
| LEED Workshop/Program Verification                   | September 15, 2008 |
| Design Narrative and Final Design Schedule           | September 29, 2008 |
| Schematic Design Phase – Notice to Proceed           | October 2, 2008    |
| Schematic Design Phase – Submittal                   | December 4, 2008   |
| Design Development Phase – Notice to Proceed         | December 20, 2008  |
| Design Development Phase - Submittal                 | February 12, 2009  |
| 60% Construction Document Phase – Notice to Proceed  | February 28, 2009  |
| 60% Construction Document Phase – Submittal          | April 16, 2009     |
| 100% Construction Document Phase – Notice to Proceed | May 2, 2009        |
| 100% Construction Document Phase – Submittal         | June 11, 2009      |
| Permit Drawing Submittal                             | June 27, 2009      |
| Contractor Proposals Due                             | August 9, 2009     |
| Award Construction Contract                          | August 31, 2009    |

Exhibit D  
Insurance

Insurance Requirements

1. Statutory Worker's Compensation Insurance
  - a) Employers Liability:
    - Bodily Injury by Accident - \$100,000 each accident
    - Bodily Injury by Disease - \$500,000 policy limit
    - Bodily Injury by Disease - \$100,000 each employee
2. Comprehensive General Liability Insurance
  - a) \$1,000,000 limit of liability per occurrence for bodily injury and property damage
  - b) The following additional coverages must apply:
    - 1986 (or later) ISO Commercial General Liability Form
    - Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
    - Additional Insured Endorsement (with a modification for completed operations) forms G17957G and G134802A.
    - Blanket Contractual Liability (included in 1986 or later forms)
    - Broad Form Property Damage (included in 1986 or later forms)
    - Severability of Interest (included in 1986 or later forms)
    - Underground, explosion, and collapse coverage (included in 1986 or later form)
    - Personal Injury (deleting employee exclusions)
    - Incidental Medical Malpractice
    - Hostile Fire Pollution Wording
3. Auto Liability Insurance
  - a) \$500,000 limit of liability per occurrence for bodily injury and property damage
  - b) Comprehensive form covering all owned, non-owned, leased, hired and borrowed vehicles
  - c) Additional Insured Endorsement
  - d) Contractual Liability
4. Professional Liability Insurance
  - a) Professional Liability Insurance Limit \$1,000,000 per occurrence / \$2,000,000 per aggregate.
    - Insurance company must be authorized to do business in the State of Georgia
5. August Georgia, the Owner's Representative (and any other applicable Authority) should be shown as an additional insured on General Liability and Auto Liability policies. Certificate Holder should read: Augusta Georgia, 530 Greene Street, Augusta, GA 30911.
6. Insurance Company, except Worker's Compensation carrier, must have an A.M. Best Rating of A-6 or higher. Certain Worker's Comp funds may be acceptable by the approval of the Risk Management Division. European markets including

those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A-6 or better.

7. Insurance Company must be licensed to do business by the Georgia Department of Insurance. \* See above note regarding Professional Liability
8. Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by project name and project/bid number.
9. The Architect shall agree to provide complete certified copies of current insurance policy(ies) if requested by the City to verify the compliance with these insurance requirements.
10. All insurance coverages required to be provided by the Architect will be primary over any insurance program carried by the City.
11. Architect shall incorporate a copy of the insurance requirements as herein provided in each and every Consultant with each and every Subconsultant in any tier, and shall require each and every Consultant and Subconsultant of any tier to comply with all such requirements. Architect agrees that if for any reason Consultant and Subconsultant fails to procure and maintain insurance as required, all such required insurance shall be procured and maintained by the Architect at the Architect's expense.
12. The Architect, and their Consultant's and Subconsultant's shall not commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to City as to form and content has been filed with the city. The Accord Certificate of Insurance or a pre-approved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.
13. The Architect shall agree to waive all rights of subrogation against the City, the City Council, its officers, officials, employees, Owner's Representatives and volunteers from losses arising from work performed by the Architect for the City.
14. The Architect shall make available to the City, through its records or records of their Insurer, information regarding a specific claim. Any loss run information available from the Architect or their insurer will be made available to the city upon their request.
15. Compliance by the Architect and their Consultant's and Subconsultant's with the foregoing requirements as to carrying insurance shall not relieve the Architect and their Consultant's and Subconsultant's of their liability provisions of the Contract.
16. The Architect and their Consultant's and Subconsultant's are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other



laws that may apply to this Contract.

17. The Architect shall at a minimum apply risk management practices accepted by the contractor's industry.
18. Evidence of such insurance shall be furnished to the Owner, and the Owner shall receive sixty (60) days prior written notice of any cancellation, non-renewal or reduction of coverage of any of the policies. Upon notice of such cancellation, non-renewal or reduction, the Architect shall procure substitute insurance so as to assure the Owner that the minimum limits of coverage are maintained continuously throughout the period of this Agreement.
19. The Architect shall deliver to the Owner a Certificate of Insurance for its Professional Liability coverage annually, so long as it is required to maintain such coverage under Article 11.4.
20. The Architect shall maintain in force during the performance of this contract and for six (6) years after final completion of the Project, the Professional Liability insurance coverage referenced above.
21. The Architect shall maintain in force during the performance of this contract and for three (3) years after final completion of the Project, the Comprehensive Commercial General Liability Insurance and the Automobile Liability Insurance.
22. The Owner shall be under no obligation to review any Certificates of Insurance provided by the Architect or to check or verify the Architect's compliance with any or all requirements regarding insurance imposed by the Contract Documents. The Architect is fully liable for the amounts and types of insurance required herein and is not excused should any policy or Certificate of Insurance provided by the Architect not comply with any or all requirements regarding insurance imposed by the Contract Documents.
23. Should the Architect fail to provide and maintain in force any insurance or insurance coverage required by the contract documents or by law, or should a dispute arise between owner and any insurance company of the Architect over policy coverage or Limits of Liability as required herein, the Owner shall be entitled to recover from the Architect all amounts payable, as a matter of law, to Owner or any of its agents, had the required insurance or insurance coverage been in force. Said recovery shall include, but is not limited to interest for the loss of use of such amounts of money, plus all attorney's fees, costs and expenses incurred in securing such determination and any other consequential damages arising out of the failure of the Architect or insurance company to comply with the provisions of the Contract Documents, or any policy required hereby, or any other requirements regarding insurance imposed by law. Nothing herein shall limit any damages for which the Architect is responsible as a matter of law.
24. The Architect shall deliver to the Owner two (2) original certificates of insurance, signed by the Insurer's Authorized Representative, with the Policy Numbers clearly identified on the certificates for each Policy. The Policy effective dates should be on or before the date that the contract was signed.

Exhibit E  
Asbestos – Statement of Declaration

**ASBESTOS**  
**STATEMENT OF DECLARATION**

---

Facility

This statement is to certify that I have not specified any asbestos containing materials and/or products in the preparation and/or the construction of the referenced structure.

Furthermore, I certify to the best of my knowledge, no asbestos containing materials have been used in the construction of the structure or facility.

**RESPONSIBLE PARTIES:**

---

Architect Signature

---

Date

---

Owner Signature

---

Date

Exhibit F  
Non Collusion Affidavit

**NON COLLUSION AFFIDAVIT**

|                      |                                                                              |
|----------------------|------------------------------------------------------------------------------|
| Date:                |                                                                              |
| Project:             | Augusta Trade, Exhibit and Event Center                                      |
| Project #:           | TEE-1                                                                        |
| Project Description: | A new Trade Center of approximately 125,000 gross square feet of floor area. |
| Services Provided:   | Professional Architectural Services                                          |
| State of:            | Georgia                                                                      |
| County of:           |                                                                              |

I, \_\_\_\_\_ being first duly sworn, deposes and says that he/she is Select From List of the party making the foregoing Proposal or Bid; that such Proposal or Bid is genuine and not collusive or sham; that said Proposer or Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any Proposer or Bidder or person, to put in a sham Proposal or Bid, or that such other person refrain from proposing or bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the Proposal Fee or Bid Price of affiant or any other Proposer or Bidder, or to fix any overhead, profit or cost element of said Proposal Fee or Bid Price, or of that of any other Proposer or Bidder, or to secure any advantage against the August Georgia, or any person interested in the proposed Contract; and that all statements in said Proposal or Bid are true; and further, that such Proposer or Bidder has not directly or indirectly submitted this Proposal or Bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Architect:  
TVS&A, Inc.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Seal)

Exhibit G  
Construction Contract

(Draft)



**Engineering Services Committee Meeting  
8/11/2008 1:00 PM  
Wrightsboro Rd Improvements Supplemental Agreement #7**

---

**Department:** Abie L. Ladson, Director

**Caption:** Authorize the Engineering Department to approve Supplemental Agreement Seven (7) with PBS & J in the amount of \$68,358 to update the traffic counts and cover additional costs associated with the extended project schedule as part of the improvements to Wrightsboro Road from Jimmie Dyess Parkway to I-520, ARC# 323-04-296823309. Funds will be transferred from the project Right of Way Account to the project Engineering Account.

**Background:** This is a Georgia Department of Transportation (GDOT) project that will widen & reconstruct Wrightsboro Road from Jimmie Dyess Parkway to I-520. The Engineering Department is responsible for the development of the preliminary engineering activities and hired PBS & J to accomplish these activities. GDOT is funding the right of way acquisition (\$8,906,000) and the construction (\$16,100,000).

**Analysis:** PBS & J entered into an agreement with Augusta-Richmond County on October 19, 1999 for engineering and design services on the Wrightsboro Road project. The original construction let date for this project was spring, 2001. The project has been delayed because of major alignment revisions; changes in federal and state laws concerning the environmental issues and erosion control; much longer than anticipated reviews of the environmental document by the state and federal resource agencies that are required to receive approval of the environmental document; and additional scope of work items from the Engineering Department which included the design of street lighting for the roadway corridor and the I-520 interchange. The Average Daily Traffic (ADT) information used to design this project was gathered in 1999. Because the above mentioned schedule delays have lengthened the project schedule, and to meet the

Cover Memo

Item # 13

GDOT guidelines, it is necessary to gather traffic count data that is more reflective of the year that construction should be completed (2012) and the 20 year design projection (2032).

**Financial Impact:** PBS & J has proposed a cost of \$68,358 to update the traffic data and to cover the additional costs associated with the extension of the project schedule.

**Alternatives:** 1) Authorize the Engineering Department to approve Supplemental Agreement Seven (7) with PBS & J in the amount of \$68,358 to update the traffic counts and cover additional costs associated with the extended project schedule as part of the improvements to Wrightsboro Road from Jimmie Dyess Parkway to I-520, ARC# 323-04-296823309. Funds will be transferred from the project Right of Way Account to the project Engineering Account. 2) Do not approve and risk delaying the construction and improvements on a major transportation corridor that is vital to the city.

**Recommendation:** Approve alternative number one.

**Funds are Available in the Following Accounts:** 323-041110-5411120 & 296823309-5411120

**REVIEWED AND APPROVED BY:**

**Finance.  
Administrator.  
Clerk of Commission**



*An employee-owned company*

July 17, 2008

Mr. David O. Griffith  
Acting Project Manager  
Augusta Engineering Department  
522 Greene Street  
Augusta, GA 30901

**RE: Wrightsboro Road Widening  
Request for Supplemental Agreement**

Dear Mr. Griffith:

The Wrightsboro Road widening project is in the final stage of design with the anticipation that construction funding will be available in spring of 2009. The original project schedule was for construction to begin in early 2001. As a result, PBS&J requests a supplemental agreement to cover additional costs associated with the extended schedule.

**Schedule Changes**

At the time that the design contract for this project was executed, it was anticipated that the project development would take no longer than 3 years. The NTP was given in April 1999, and the original project schedule called for the project to be ready to let for construction in early 2001. Due to many issues outside of our control, the current schedule is for the project to be ready to let in early 2009. Some of the issues that have impacted the original schedule are as follows:

- Design Revisions – The design of this project has changed several times in response to environmental changes, changes to NPDES laws, and public participation. These revisions range from major alignment revisions to minor plan presentation changes.
- Environmental clearance – The approval of the environmental document took longer than anticipated due primarily to lengthy agency reviews, multiple historic resources and changes to the determinations of those resources, and responses to public comments related to the natural spring. The environmental document was approved in April 2004, which is well beyond the original scheduled date of January 2000.
- Scope increases – PBS&J has been asked to add scope items as the project development has progressed. Although the cost of these tasks were developed using current rates, there was no compensation for the lengthening of the project schedule that occurred. The additional scope items include:
  - Barton Chapel Road/ Augusta West Pkwy relocations.
  - Soils and Pavement investigations
  - Roadway lighting plans
  - Interstate lighting plans

- GDOT process – At the time that the project began, the typical schedule for plan development was 2-3 years. Due to changes in the Georgia Department of Transportation Plan Development Process (PDP), the typical project schedule has been lengthened. It is now typical for the plan development of a project of this size to take from 5 to 10 years.
- Funding issues – The City of Augusta has been fortunate to receive State and Federal assistance for funding of right-of-way and construction. However, the time for requesting and seeking approvals of this funding was not included in the original project schedule.

The estimated cost of the schedule changes was calculated by plugging current rates into the original cost proposal. The hours included in the original cost proposal remained unchanged. The 150% overhead rate used to calculate the original final design fee was also not changed, although PBS&J's audited overhead rate has risen over the duration of this design process. The total estimated increased cost is \$40,000.00. I have included the tables as Attachment A.

#### **Traffic Analysis**

PBS&J has been asked to provide a cost proposal to update the traffic analysis for the Wrightsboro Road Widening project. The original traffic analysis was performed using a design year of 2020. The study will be updated for an open to traffic year of 2012 and a design year of 2032.

In response to your request, we have developed a cost based on the scope included as Attachment B. The total cost for the update to the traffic study is \$28,358. It is not anticipated that the design will need to be updated due to increased traffic volumes. However, should the Georgia Department of Transportation require any changes to the design, those changes are not included in the scope of this request, and would have to be part of a separate agreement.

**The total cost due to the increased schedule length and to update the traffic analysis is \$68,358.**

PBS&J is prepared to move forward on this request in order to avoid delays to the project schedule. We thank you in advance for consideration of this request.

Please feel free to call me at (770) 933 -0280 if you should have any questions.

Sincerely,

**PBS&J**



Taylor P. Wright, P.E.  
Project Manager

Cc: File (060965)



**Contract Fee Estimate****Guideline for Detailed Description of  
Estimated Project Costs  
Estimate A****Wrightsboro Road  
STP-7001(9) P.I. No. 250510 Richmond County****PHASE VI - TASK: Final design Construction Plans (Roadway)**

|                                                                    |     |       |            |                     |
|--------------------------------------------------------------------|-----|-------|------------|---------------------|
| <b>1. Direct Labor (Specify)</b>                                   |     |       |            |                     |
|                                                                    |     |       |            |                     |
| QC Engineer                                                        | 24  | 44.67 | 1,072.08   |                     |
| Project Manager                                                    | 96  | 27.00 | 2,592.00   |                     |
| Senior Engineer                                                    | 192 | 22.00 | 4,224.00   |                     |
| Highway Engineer                                                   | 424 | 19.00 | 8,056.00   |                     |
| Highway Tech/CADD                                                  | 576 | 18.00 | 10,368.00  |                     |
| Traffic Engineer                                                   | 96  | 35.50 | 3,408.00   |                     |
| Traffic Tech/ CADD                                                 | 112 | 16.00 | 1,792.00   |                     |
| <b>TOTAL DIRECT LABOR</b>                                          |     |       |            | <b>\$31,512.08</b>  |
| <b>2 Overhead (indirect) Cost on Direct Labor Above</b>            |     |       |            |                     |
| <b>OVERHEAD RATE X BASE-OVERHEAD (\$)</b>                          |     |       |            |                     |
| <b>31512.08 x 150% = 47,268.12</b>                                 |     |       |            |                     |
| <b>TOTAL OVERHEAD</b>                                              |     |       |            | <b>\$47,268.12</b>  |
| <b>3. Total Estimated Labor with Overhead Cost (1) + (2)</b>       |     |       |            | <b>\$78,780.20</b>  |
| <b>4. Fixed Fee/Profit (10%)</b>                                   |     |       |            | <b>\$7,878.02</b>   |
| <b>5. Other Direct Costs EST. COST (\$)</b>                        |     |       |            |                     |
| Xerox Copies, reprographics, printing                              |     |       | \$800.00   |                     |
| Hydraulic & final culvert design (Cranston, Robertson, Whitehurst) |     |       | \$5,200.00 |                     |
| Trips to GDOT                                                      |     |       | \$18.60    |                     |
| Trips to Augusta                                                   |     |       | \$558.00   |                     |
| Lodging/Meals                                                      |     |       | \$270.00   |                     |
| Parking                                                            |     |       | \$36.00    |                     |
| Telephone,Mail                                                     |     |       | \$250.00   |                     |
| Mylars and Bluelines                                               |     |       | \$6,500.00 |                     |
| <b>TOTAL OTHER DIRECT COST</b>                                     |     |       |            | <b>\$13,632.60</b>  |
| <b>6. Maximum Amount of Contract Proposal</b>                      |     |       |            | <b>\$100,290.82</b> |

**Revised Fee Estimate**  
**Guideline for Detailed Description of**  
**Estimated Project Costs**  
**Estimate A**

**Wrightsboro Road**  
**STP-7001(9) P.I. No. 250510 Richmond County**

**PHASE VI - TASK: Final design Construction Plans (Roadway)**

|                                                                    |     |       |                       |                     |
|--------------------------------------------------------------------|-----|-------|-----------------------|---------------------|
| <b>1. Direct Labor (Specify)</b>                                   |     |       |                       |                     |
| QC Engineer                                                        | 24  | 65.63 | 1,575.12              |                     |
| Project Manager                                                    | 96  | 50.58 | 4,855.68              |                     |
| Senior Engineer                                                    | 192 | 32.45 | 6,230.40              |                     |
| Highway Engineer                                                   | 424 | 31.50 | 13,356.00             |                     |
| Highway Tech/CADD                                                  | 576 | 25.79 | 14,855.04             |                     |
| Traffic Engineer                                                   | 96  | 35.50 | 3,408.00              |                     |
| Traffic Tech/ CADD                                                 | 112 | 16.00 | 1,792.00              |                     |
| <b>TOTAL DIRECT LABOR</b>                                          |     |       |                       | <b>\$46,072.24</b>  |
| <b>2 Overhead (indirect) Cost on Direct Labor Above</b>            |     |       |                       |                     |
| <b>OVERHEAD RATE X BASE-OVERHEAD (\$)</b>                          |     |       |                       |                     |
| <b>46072.24 x 150% = 69,108.36</b>                                 |     |       |                       |                     |
| <b>TOTAL OVERHEAD</b>                                              |     |       |                       | <b>\$69,108.36</b>  |
| <b>3. Total Estimated Labor with Overhead Cost (1) + (2)</b>       |     |       |                       | <b>\$115,180.60</b> |
| <b>4. Fixed Fee/Profit (10%)</b>                                   |     |       |                       | <b>\$11,518.06</b>  |
| <b>5. Other Direct Costs</b>                                       |     |       | <b>EST. COST (\$)</b> |                     |
| Xerox Copies, reprographics, printing                              |     |       | \$800.00              |                     |
| Hydraulic & final culvert design (Cranston, Robertson, Whitehurst) |     |       | \$5,200.00            |                     |
| Trips to GDOT                                                      |     |       | \$18.60               |                     |
| Trips to Augusta                                                   |     |       | \$558.00              |                     |
| Lodging/Meals                                                      |     |       | \$270.00              |                     |
| Parking                                                            |     |       | \$36.00               |                     |
| Telephone, Mail                                                    |     |       | \$250.00              |                     |
| Mylars and Bluelines                                               |     |       | \$6,500.00            |                     |
| <b>TOTAL OTHER DIRECT COST</b>                                     |     |       |                       | <b>\$13,632.60</b>  |
| <b>6. Maximum Amount of Contract Proposal</b>                      |     |       |                       | <b>\$140,331.26</b> |

## **Attachment B**

### **Task 1 – Data Collection**

Three (3) 24-hour bi-directional machine counts (15 minute summaries) at the following locations:

- Wrightsboro Road between Belair Road and Barton Chapel Road.
- Wrightsboro Road between Flowing Wells Road and Maddox Drive, and
- Wrightsboro Road between Powell Road and Maddox Road.

Nine (9) peak hour (7:00 A.M. to 9:00 A.M and 4:00 P.M. to 6:00 P.M.) turning movement counts (15 minute summaries) at the following intersections (starting at the western end of the project):

- Wrightsboro Road at Jimmy Dyess Parkway,
- Wrightsboro Road at Powell Road,
- Wrightsboro Road at Community Park/Maddox Road,
- Wrightsboro Road at Flowing Wells Road,
- Wrightsboro Road at Maddox Drive,
- Wrightsboro Road at Belair Road,
- Wrightsboro Road at Barton Chapel Road,
- Wrightsboro Road at Crescent Drive, and
- Wrightsboro Road at Augusta West Parkway

### **Task 2 - Existing Conditions Traffic Analysis**

- Update and validation of previously developed CORSIM models for study area; and
- AM and PM peak hour intersection operational analysis of existing conditions.

### **Task 3 - Opening Year (2012) Traffic Conditions**

- Develop 2012 AM and PM peak hour traffic volumes;
- Develop 2012 average daily traffic volume;
- 2012 operational analysis and LOS with existing system; and
- 2012 operational and LOS analysis with proposed improvements.

### **Task 4 - Design Year (2032) Traffic Conditions**

- Develop 2032 AM and PM peak hour traffic volumes;
- Develop 2032 average daily traffic volume;
- 2032 operational analysis and LOS with existing system; and
- 2032 operational and LOS analysis with proposed improvements

### **Task 5 - Documentation**

- Technical Memorandum documenting analysis of existing conditions; development of revised opening year (2012) and design year (2032) traffic; development of opening year LOS and operational analysis; and development of design year LOS and operational analysis.

| TASK        |                                                | Total Hours |                 |              |              |           |          |       |
|-------------|------------------------------------------------|-------------|-----------------|--------------|--------------|-----------|----------|-------|
| TASK NO.    | DESCRIPTION                                    | PRINCIPAL   | PROJECT MANAGER | TASK MANAGER | PROFESSIONAL | TECHNICAL | CLERICAL | TOTAL |
| 1           | Data Collection                                | 0           | 0               | 2            | 6            | 0         | 0        | 8     |
| 2           | Existing Conditions Analysis                   | 0           | 0               | 2            | 25           | 0         | 0        | 27    |
| 3           | Opening Year (2012) LOS & Operational Analysis | 0           | 0               | 5            | 56           | 0         | 0        | 61    |
| 4           | Design Year (2032) LOS & Operational Analysis  | 0           | 0               | 5            | 54           | 0         | 24       | 83    |
| 5           | Documentation                                  | 0           | 0               | 4            | 18           | 0         | 0        | 22    |
| GRAND TOTAL |                                                | 0           | 0               | 18           | 159          | 0         | 24       | 201   |

| TASK        |                                                | Total Labor Cost |                 |              |              |           |             |              |
|-------------|------------------------------------------------|------------------|-----------------|--------------|--------------|-----------|-------------|--------------|
| TASK NO.    | DESCRIPTION                                    | PRINCIPAL        | PROJECT MANAGER | TASK MANAGER | PROFESSIONAL | TECHNICAL | CLERICAL    | TOTAL        |
| 1           | Data Collection                                | \$ -             | \$ -            | \$ 360.56    | \$ 723.77    | \$ -      | \$ -        | \$ 1,084.33  |
| 2           | Existing Conditions Analysis                   | \$ -             | \$ -            | \$ 360.56    | \$ 3,365.30  | \$ -      | \$ -        | \$ 3,725.86  |
| 3           | Opening Year (2012) LOS & Operational Analysis | \$ -             | \$ -            | \$ 901.40    | \$ 6,965.96  | \$ -      | \$ -        | \$ 7,867.36  |
| 4           | Design Year (2032) LOS & Operational Analysis  | \$ -             | \$ -            | \$ 901.40    | \$ 6,663.90  | \$ -      | \$ 1,575.15 | \$ 9,140.45  |
| 5           | Documentation                                  | \$ -             | \$ -            | \$ 721.11    | \$ 2,312.50  | \$ -      | \$ -        | \$ 3,033.61  |
| GRAND TOTAL |                                                | \$ -             | \$ -            | \$ 3,245.03  | \$ 20,031.43 | \$ -      | \$ 1,575.15 | \$ 24,851.61 |

| TASK        |                                                | DIRECT COSTS |                   |                 |       |             |
|-------------|------------------------------------------------|--------------|-------------------|-----------------|-------|-------------|
| TASK NO.    | DESCRIPTION                                    | REPRODUCTION | TRAVEL & EXPENSES | SUB CONSULTANTS | OTHER | TOTAL       |
| 1           | Data Collection                                | \$ -         | \$ -              | \$ 3,300        | \$ -  | \$ 3,300    |
| 2           | Existing Conditions Analysis                   | \$ -         | \$ -              | \$ -            | \$ -  | \$ -        |
| 3           | Opening Year (2012) LOS & Operational Analysis | \$ -         | \$ -              | \$ -            | \$ -  | \$ -        |
| 4           | Design Year (2032) LOS & Operational Analysis  | \$ -         | \$ -              | \$ -            | \$ -  | \$ -        |
| 5           | Documentation                                  | \$ 181.25    | \$ 25.50          | \$ -            | \$ -  | \$ 206.75   |
| GRAND TOTAL |                                                | \$ 181.25    | \$ 25.50          | \$ 3,300        | \$ -  | \$ 3,506.75 |

| TASK        |                                                | Total Cost   |
|-------------|------------------------------------------------|--------------|
| TASK NO.    | DESCRIPTION                                    |              |
| 1           | Data Collection                                | \$ 4,384.33  |
| 2           | Existing Conditions Analysis                   | \$ 3,725.86  |
| 3           | Opening Year (2012) LOS & Operational Analysis | \$ 7,867.36  |
| 4           | Design Year (2032) LOS & Operational Analysis  | \$ 9,140.45  |
| 5           | Documentation                                  | \$ 3,240.36  |
| GRAND TOTAL |                                                | \$ 28,358.36 |



**Engineering Services Committee Meeting  
8/11/2008 1:00 PM  
Wrightsboro Road Widening, Phase I Re-bid**

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**Department:** Abie L. Ladson, Director

**Caption:** Motion to authorize the Engineering Department to cancel the existing contract with US Infrastructure, Inc. for design services associated with Phase I of the Wrightsboro Road Widening Project and advertise a Requests For Proposals for Engineering Services to complete the design of this project.

**Background:** Phase I of the Wrightsboro Road Widening Project was part of SPLOST Phase IV and called for traffic operational improvements along Wrightsboro Road between Augusta West Parkway and Marks Church Road. Original contract was awarded to US Infrastructure in 2002 to develop the concept report and perform design services. The concept report was completed in 2003 but, design work was never completed. Moreover, due to staff turnover, US Infrastructure no longer maintains the staff nor the expertise to complete the original contract. Therefore, the Engineering Department is requesting authorization to cancel the existing contract with US Infrastructure and advertise a request for proposals to update the original concept report and provide design services for recommended improvements.

**Analysis:** The area covered by this project is adjacent to Augusta Mall, which has undergone expansion since the original concept report. Therefore, recommendations in the original concept report will need to be updated to reflect current conditions. Moreover, Phase II of the Wrightsboro Road widening project, which proposes widening between Augusta West Parkway and Jimmy Dyess Parkway is currently in ROW purchase and should be let within the next year. The completion of Phase II could have a significant impact on signal coordination and communications along the corridor.

**Financial Impact:** No funding is required at this time.

**Alternatives:** Motion to authorize the Engineering Department to cancel the existing contract with US Infrastructure, Inc. for design services associated with Phase I of the Wrightsboro Road Widening Project and advertise a Requests For Proposals for Engineering Services to complete the design of this project.  
2) Do not approve.

**Recommendation:** Approve Alternative Number One.

**Funds are  
Available in the  
Following  
Accounts:** No funding required.

**REVIEWED AND APPROVED BY:**

**Finance.  
Administrator.  
Clerk of Commission**

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