



Engineering Services Committee Meeting Committee Room- 9/29/2008- 1:30 PM

ENGINEERING SERVICES

1. Approve award of a “Daily Rate for Equipment & Personnel” contract for Fort Gordon to Jeffery Harris Trucking, Inc. in the amount of \$400,000 for water and wastewater lines replacement. ☐ [Attachments](#)
2. Motion to approve an Option for the purpose of acquiring a Right-of-Way between Masood Ahmed and Mohammad A. Masroor, as owners, and Augusta, Georgia, as optionee, in connection with the Alexander Drive Project, 0.013 acre (587.04 sq. ft) in fee and 0.006 acre (259.95 sq. ft.) of permanent construction & maintenance easement from the property located at 2813 Brickrun Way at a purchase price of \$28,600.00. ☐ [Attachments](#)
3. Motion to approve an option for the purpose of acquiring a Right-of-Way between Raymond T. Rufo Living Trust, as owner, and Augusta, Georgia, as optionee, in connection with the Alexander Drive Project, for 0.149 (6,486.49 sq. ft.) in fee and 0.067 acre (2,923.98 sq. ft.) of permanent construction and maintenance easement from the property located at 1098 Alexander Drive at a purchase price of \$70,000.00. ☐ [Attachments](#)
4. Approve funding to W.R. Toole Engineers, Inc. in the amount of \$382,057.00 for the fee associated with designing the Water Distribution System at Gate 4 project. ☐ [Attachments](#)
5. Approve purchase of 30 benches for Centennial Plaza from the low bidder, Peach State Amenities of Atlanta, in response to Bid Item 08-171 in the amount of \$32,940 to be funded by Urban SPLOST, Phase III. ☐ [Attachments](#)
6. Approve Change Order #1 to the existing contract with W.K. Dickson for additional engineering services in the areas of design and engineering through construction for the replacement of the existing 36-inch sanitary sewer main located in 6th Street and additional engineering services for providing closed circuit television inspection of the Main Interceptor. ☐ [Attachments](#)
7. Motion to authorize condemnation to acquire title of a portion of property, designated as Doug Barnard Parkway 16 inch Water Main Project, 1413 Doug Barnard Parkway for permanent and temporary construction easements. ☐ [Attachments](#)
8. Motion to authorize condemnation to acquire title of a portion of property, ☐ [Attachments](#)

designated as Project Parcel 22, 114 Morehead Drive, for a Right-of-Way, permanent easement and one temporary driveway easement.

9. Accept and award bid in amount of \$97,900 to low bidder, L-J, Inc. to repair/replace defective sidewalk slabs and place wheelchair ramps on Broad Street. ☐ [Attachments](#)
10. Motion to authorize the Mayor or Mayor Pro Tem to sign an Encroachment Permit Agreement to allow certain encroachments into the Right-of-Way of Starnes Street from subject lots. ☐ [Attachments](#)
11. Approve the deeds of dedication, maintenance agreements, and road resolutions submitted by the Engineering and Augusta Utilities Departments for Grandwood Estates, Phase I. ☐ [Attachments](#)
12. Approve proposals from Georgia Power and AT&T for relocation of existing utility services at the Judicial Center Site. ☐ [Attachments](#)
13. Motion to approve execution of a contract with TVS Associates, Inc. for architectural and engineering design consulting services associated with the new TEE Center. ☐ [Attachments](#)
14. Authorize Augusta Utilities Department to name the new administration and filter building at the Highland Ave. Water Treatment Plant in honor of Alfred T. Griffin, Sr. ☐ [Attachments](#)
15. Approve the deeds of dedication, maintenance agreements, and road resolutions submitted by the Engineering and Augusta Utilities Departments for Southampton Section 4-A. ☐ [Attachments](#)
16. Approve the deeds of dedication, maintenance agreements, and road resolutions submitted by the Engineering and Augusta Utilities Departments for Southampton Section Four-B and Section Five. ☐ [Attachments](#)
17. Approve the deeds of dedication, maintenance agreements, and road resolutions submitted by the Engineering and Augusta Utilities Departments for Southampton Section One. ☐ [Attachments](#)
18. Approve purchase of hardware and implementation of Utilities Warehouse Inventory Bar Code Scanning Software. ☐ [Attachments](#)
19. Approve the deeds of dedication and road resolutions submitted by the Engineering and Augusta Utilities Departments for Walton Hills Subdivision, Section 8, Phase I. ☐ [Attachments](#)

- 20.** Approve the deeds of dedication, maintenance agreements, and road resolutions submitted by the Engineering and Augusta Utilities Departments for Walton Hills Subdivision Section 9. ☐ [Attachments](#)

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Engineering Services Committee Meeting
9/29/2008 1:30 PM
“Daily Rate for Equipment & Personnel” Contract for Fort Gordon

Department: Augusta Utilities Department

Caption: Approve award of a “Daily Rate for Equipment & Personnel” contract for Fort Gordon to Jeffery Harris Trucking, Inc. in the amount of \$400,000 for water and wastewater lines replacement.

Background: The Augusta Utilities Department is responsible for the renewal and replacement of water and wastewater lines at Fort Gordon as outlined in the Privatization contract awarded September 28, 2007. The requirement is to replace deteriorated and non-functioning water and sewer pipes identified in the Privatization contract on a scheduled and as needed basis. An AUD contract is needed at the site for continuous and flexible usage to meet normal and urgent repairs. The “daily rate” contract Bid item 08-150 was prepared for the requirement, advertised and bids open July 8, 2008.

Analysis: AUD reviewed the contractors’ submitted bids for executing the contract water and wastewater piping renewal and replacement requirements. The lowest “daily rate” bid of \$1,928.04 to supply the required equipment and manpower for the work was submitted by Jeffery Harris Trucking, Inc. AUD met with the contractor and assured that there was a clear understanding of contract requirements. AUD recommends awarding the contract in the amount of \$400,000 to accomplish the described work at the “daily rate” submitted.

Financial Impact: Approximately \$400,000 from the Fort Gordon Renewal and Extension funds 507043410-5425110 / 80600040-5425110 would be used to pay for the renewal and replacement of the water/wastewater distribution lines.

Alternatives: There is no reasonable alternative.

Recommendation: Approve award of the “Daily Rate for Equipment & Personnel” contract to Jeffery Harris Trucking, Inc. for \$400,000.

Funds are Available in the Following Accounts: 507043410-5425110 / 80600040-5425110

REVIEWED AND APPROVED BY:

Cover Memo

Item # 1

Finance.
Procurement.
Administrator.
Clerk of Commission

Bid Item #08-150

**Daily Rates for Equipment & Personnel
For the City of Augusta - Utilities Department
Bid Due: Tuesday, July 8, 2008 @ 3:00 p.m.**

Vendors	Total Daily Rate
Blair Construction P. O. Box 770 Evans, GA	\$3,684.50
Eagle Utility 1550 Branch Road Bishop, GA	\$2,808.00
Jeffery Harris Trucking & Construction, Inc. 1736 Barton Chapel Rd Augusta, GA 30906	\$1,928.04



Augusta Utilities Department

Drew Goins, Interim Director

Jerry Delaughter, P.E., Interim Asst Director

Engineering and Construction Division
360 Bay Street, Suite 180
Augusta, Georgia 30901
(706) 312-4132 Fax (706) 312-4133
www.augustaga.gov

Memorandum

To: Geri A. Sams
From: Drew Goins, Interim Director of Utilities
Date: 9/23/2008
Re: Bid Item #08-150 Daily Rates for Equipment & Personnel For the City of Augusta – Utilities
Department Bid Opening Date: Tuesday, July 8, 2008 @ 3:00pm

We have reviewed the bid tab sheet and submittals received for the above item.
I concur with the recommended award of bid item #08-150 to the low bidder; Jeffery Harris
Trucking & Construction, Inc. in the amount of \$1,928.04 (total daily rate). The total
construction contract award will be \$400,000.00.

Sincerely,

Drew Goins
Utilities Department Interim Director

Mabus Bros. Construction
920 Molly Pond Road
Augusta, GA 30901

W. L. Hailey
2971 Craft Drive
Nashville, TN 37204

Southern Services
P. O. Box 5549
Augusta, GA 30906

L & J Construction
2802 Fairmount St.
Augusta, GA 30906

Blair Construction
P. O. Box 770
Evans, GA 30809

Eagle Utility
1550 Branch Road
Bishop, GA

Beams Construction
2335 Atomic Rd.
Beech Island, SC 29842

Harris Construction
1736 Barton Chapel Road
Augusta, GA 30906

L J Inc.
220 Stoneridge, Suite 405
Columbia, SC 29210

Yvonne Gentry
DBE Coordinator

Drew Goins
Augusta Utilities

Wes Byne
Augusta Utilities

Mail Labels for Bid Item #08-150
Daily Rates for Equipment & Personnel
For Augusta Utilities Department
Bid Due: Tues. July 3, 2008 at 3:00 P.M.

Bid Item #08-150
Daily Rates for Equipment & Personnel
For Augusta Utilities Department
Bid Due: Tues. July 3, 2008 at 3:00 P.M.

User: Mills, Phyllis

Organization:

City of Augusta, GA (Augusta Commission)

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Planholders List

Member Name City of Augusta, GA (Augusta Commission)**Bid Number** ITB-08-150-0-2008/PJM**Bid Name** Daily Rates for Equipment & Personnel

1 Document(s) found for this bid

4 Planholder(s) found.

Add Planholder

Supplier Name ▲	Phone	Fax	Doc Count	Attributes	Programs	Actions
Altec Industries, Inc.	2059917733	8162361393	1			Documents
McGraw-Hill Construction Dodge	2399392525	2399392331	1			Documents
Onvia, Inc. - Content Department	2063739500	8882637801	1			Documents
United Rentals, Inc.	7066509898	7066507828	1	1. Small Business		Documents

Page 1 of 1

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**Engineering Services Committee Meeting
9/29/2008 1:30 PM**

Acquisition of Right-of-Way and Easement Masood Ahmed and Mohammad A. Masroor

Department: Attorney

Caption: Motion to approve an Option for the purpose of acquiring a Right-of-Way between Masood Ahmed and Mohammad A. Masroor, as owners, and Augusta, Georgia, as optionee, in connection with the Alexander Drive Project, 0.013 acre (587.04 sq. ft) in fee and 0.006 acre (259.95 sq. ft.) of permanent construction & maintenance easement from the property located at 2813 Brickrun Way at a purchase price of \$28,600.00.

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

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

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

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

Recommendation: Approve the motion to purchase the referenced property.

Funds are Available in the Following Accounts: 323041110-5411120 296823215-5411120

REVIEWED AND APPROVED BY:

**Administrator.
Clerk of Commission**

AUGUSTA, GEORGIA
OPTION FOR RIGHT-OF-WAY

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

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

If the said Augusta, Georgia, shall within 60 days after date hereof, pay me the sum of \$ 28,600.00, then the undersigned agrees to execute and deliver to Augusta, Georgia, fee simple title and easements to the land owned by the undersigned, which is shown reflected in color on the right-of-way map attached hereto and made a part hereof by reference, to be used for highway purposes on the Alexander Drive Project, STP-0001-00(794), being Project Parcel 52, (Tax Map 013-1, Parcel(s) 251), consisting of 0.013 acre (587.04 sq. ft.) in fee and 0.006 acre (259.95 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 above described, together with all improvements wholly or partially situated thereon and the right to enter upon the adjacent lands not included in said required right-of-way and easements, for the - purpose of removing or demolishing such improvements.

The undersigned further agrees that the Department will be designated an authorized agent for the removal of underground storage tank systems located wholly or partially in said right of way or easement.

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

Grantor may retain title to _____ 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 52
(Tax Map 013-1, Parcel No 251)

INITIALS _____

Item # 2

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 10th day of SEPTEMBER, 2008.

Signed, Sealed and Delivered
in the presence of:

Andi C. Lammoin
Unofficial Witness

Masood Ahmed (L.S.)
Masood Ahmed

Rebecca A. Langenfeld
NOTARY PUBLIC

Mohammad A. Masroor (L.S.)
Mohammad A. Masroor

(L.S.)

REBECCA A. LANGENFELD
NOTARY PUBLIC
CHATHAM COUNTY, GEORGIA
My Commission Expires August 27, 2011

AUGUSTA, GEORGIA

Administrator

DATE _____

PROJECT PARCEL 52
(Tax Map 013-1, Parcel No 251)



Engineering Services Committee Meeting

9/29/2008 1:30 PM

Acquisition of Right-of-Way and Easement Raymond T. Rufo Living Trust

Department: Attorney

Caption: Motion to approve an option for the purpose of acquiring a Right-of-Way between Raymond T. Rufo Living Trust, as owner, and Augusta, Georgia, as optionee, in connection with the Alexander Drive Project, for 0.149 (6,486.49 sq. ft.) in fee and 0.067 acre (2,923.98 sq. ft.) of permanent construction and maintenance easement from the property located at 1098 Alexander Drive at a purchase price of \$70,000.00.

Background: The property owner has agreed to convey a certain Right-of-Way and easement to Augusta, Georgia for the Alexander Drive Project, Project Parcel 3 (Tax Map 013-3, Parcel 011-02), GDOT Project No. STP-0001-00 (794), ARC Project No.: 323-04-296823215 located at 1098 Alexander Drive.

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

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

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

Recommendation: Approve the motion to purchase the referenced property.

Funds are Available in the Following Accounts: Alexander Drive Project 323041110-5411120 296823215-5411120

REVIEWED AND APPROVED BY:

**Administrator.
Clerk of Commission**



Engineering Services Committee Meeting

9/29/2008 1:30 PM

Award engineering design contract for Augusta Utilities Department project Extension to the Water Distribution System at Gate 4

Department:	Augusta Utilities Department
Caption:	Approve funding to W.R. Toole Engineers, Inc. in the amount of \$382,057.00 for the fee associated with designing the Water Distribution System at Gate 4 project.
Background:	The objective of the Extension to the Water Distribution System at Gate 4 is to extend a new water main into Fort Gordon to improve water supply and provide redundancy in the Fort Gordon service area. The project will extend a new 18" water main along Willis Foreman Road from the Lace Road Intersection to Fort Gordon's Gate 4. The proposed water main will then extend along Mirror Lake Road within Fort Gordon to a point of connection in the proximity of Lane Avenue. The main will then have a new 12" main extend west from the intersection of Range Road and N. Range Road within Fort Gordon to the intersection of 13th Street and N. Range Road. The work to complete this project will include a new pumping station and approximately 33,000 linear feet of both 12" and 18" water main pipe.
Analysis:	Augusta Utilities Department evaluated W.R. Toole Engineering's proposal for engineering services to design the Extension to the Water Distribution System at Gate 4 Project. The proposal was considered fair and reasonable to accomplish the project.
Financial Impact:	The amount submitted for the design of this project was \$382,057.00. These funds are available from the following account: 507043410-5212115 / 88880067-5212115
Alternatives:	1. Reject the award of the engineering contract, which would delay the design of the project and the construction of the Water Distribution System at Gate 4 Project. 2. Award the engineering contract to W.R. Toole Engineers, Inc. to design the Water Distribution System at Gate 4 Project.
Recommendation:	It is recommended that the fee for designing the Water Distribution System at Gate 4 Project be approved at \$382,057.00
Funds are Available in the Following Accounts:	\$382,057.00 from account 507043410-5212115 / 88880067-5212115

Cover Memo

Item # 4

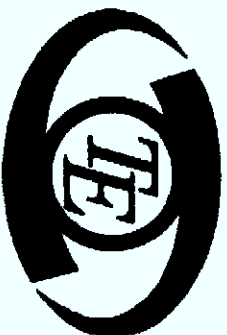
REVIEWED AND APPROVED BY:

Finance.

Procurement.

Administrator.

Clerk of Commission



W R Toole Engineers, Inc.

Engineers * Consultants * Planners

September 9, 2008

Augusta Utilities Department
360 Bay Street, Suite 180
Augusta, Georgia 30901

ATTN: Mr. Russell Thies – Assistant Director of Construction & Maintenance

SUBJECT: Proposal of Professional Services
Design an Extension to the Water Distribution System at Gate 4 (FG-0003)
City of Augusta, Georgia RFQ #08-173
TE Proposal No. P08-064a

Mr. Thies:

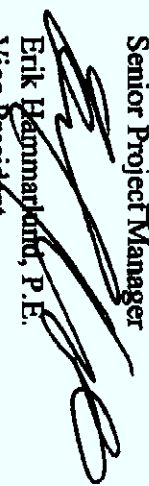
WRITE appreciates this opportunity to provide the Augusta Utilities Department with the attached proposal. Please find enclosed for your review a scope of work, man-hour estimate summaries, and estimated construction costs for the subject project. Again, thank you for the opportunity of providing you with this proposal package.

We acknowledge the proposed accelerated project schedule and will proceed immediately upon receipt of a verbal notice to proceed. WRITE will contact you on Thursday, September 11, 2008 to confirm receipt of the enclosed proposal and answer any questions that you may have. In the interim, please contact our office should you have any questions.

Sincerely,

W. R. TOOLE ENGINEERS, INC.

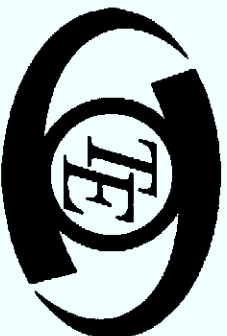

Tom Dunaway, P.E.
Senior Project Manager


Erik Hammarlund, P.E.
Vice President

Attachments

Cc: Mr. Wes Byne, P.E. – Assistant Director of Engineering

1006 Broad Street, Suite 200, Augusta, GA 30901
phone – 706.722.4114 * fax - 706.722.6219 * www.wrtoole.com



W R Toole Engineers, Inc.

Engineers * Consultants * Planners

PROJECT SCOPE & ISSUES

PROJECT:

**Extension to the Water Distribution System at Gate 4 (FG-0003)
Augusta Utilities Dept. RFQ#08-173**

Item # 4

EXECUTIVE SUMMARY:

The objective of the Extension to the Water Distribution System at Gate 4 project is to extend new water main into Fort Gordon to improve water supply, system hydraulics, and provide service redundancy in the Fort Gordon service area. Project characteristics include a new pumping station and approximately 33,000 feet of twelve-inch (12") and eighteen-inch (18") diameter water main.

The proposed project will extend new 18" water main along Willis Foreman Road from the Lace Road intersection to Fort Gordon's abandoned Gate 4. From this location the proposed water main will extend along Mirror Lake Road to a point of connection near Lane Avenue. A new 12" water main will extend west from the intersection of Range Road and North Range Road to the intersection of 13th Street – North Range Road.

For the purposes of this proposal, the scope of work has been separated into the following tasks:

- **Task #1 – Willis Foreman Road Water Main & Booster Pump Station**
- **Task #2 – Water Main Extension to Lane Avenue in Fort Gordon**

Our understanding of the scope of work for each task is noted below.

SCOPE OF WORK:

TASK #1 – Willis Foreman Road Water Main & Booster Pump Station

Description of Proposed Improvements

New 18" diameter water main will connect to the existing 24" diameter water main near the intersection of Willis Foreman Road and Lace Road. The proposed water main will extend

approximately 1,800' northwest to Fire Station #7. The proposed pump station will be located in the northwestern portion of the Fire Station #7 property.

Task #1 - Design Issues

The following design issues were assumed for man-hour estimates.

- Coordinate surveying and basemapping services along the proposed alignment.
- Provide a sub-surface investigation of the proposed alignment and booster station location. Soil samples will be tested to confirm Ph level.
- Coordinate utility relocation as necessary along Willis Foreman Road.
- Design the water main extension between Lace Road and Fire Station #7. WRTTE will make every effort to minimize the need for utility easement. Easement maps for property acquisition will be provided if unforeseen conditions require additional property.
- Prepare a thrust restraint report associated with the 1,800 feet extension.
- Coordinate the water main alignment and booster station location with Augusta, GA fire department officials. We will include contract provisions regarding utility work across access drives for the Fire Station.
- Meet with AUD to review the existing hydraulic data compiled by AUD for pump system design.
- Complete preliminary hydraulic calculations for pump design. A preliminary pump station design report and cost estimate will be submitted. This report will include calculations, recommendations, alternatives, pump manufacturer data, enclosure / building schematics, and probable costs.
- Finalize pump station design based on AUD review and project team meeting. We understand that pump selection is to be completed early in the design process to allow for manufacture, shipping, and start-up.

Task #1 – Deliverables

- Field surveyed basemap.
- Sub-surface Investigation (Geotechnical) Report
- Pump Station Design – Preliminary Report & Schematics, including an opinion of probable construction cost.
- Pump Station Design – Final Report & Design, including an opinion of probable construction cost.
- Final Construction Plans including water main improvements in plan – profile format, pump station design, electrical plans, details, and erosion control plans. An opinion of probable construction cost will be provided.
- Technical Specifications & Contract Documents
- Bidding & Negotiation Support
- Periodic Construction Surveillance
- Digital copy of Record Drawings after construction is complete

TASK #2 – Water Main Extension to Lane Avenue in Fort Gordon

Description of Proposed Improvements

Approximately 23,000' of 18" diameter water main will be installed between the proposed booster pump station and Lane Avenue within Fort Gordon. New water main will extend from the booster pump station site to Fort Gordon's abandoned Gate 4. From this location the proposed water main will continue along Mirror Lake Road (dirt road) and Range Road (paved road) to a point of connection near Lane Avenue. A new 12" diameter water main will extend west approximately 9,600' from the intersection of Range Road – North Range Road to the intersection of 13th Street and North Range Road.

Task #2 - Design Issues

The following design issues were assumed for man-hour estimates.

- Prepare a detailed Concept Plan and Concept Report illustrating the proposed water main alignment. Probable Construction Costs and potential design conflicts will be noted.
- Coordinate surveying and database services along the proposed alignments once Concept Documents are approved.
- Provide a sub-surface investigation along the proposed alignment. Soil samples will be tested to confirm Ph level.
- Coordinate utility locations with Fort Gordon's internal utility locate service.
- Design plan and profile water main improvements using the surveyed basemap. WRTTE assumes Task #2 will follow the AUD plan development process; i.e., Concept, Database, 30%, 60%, 90%, and Final (100%) Phases.
- Prepare a thrust restraint report associated with the design of restrained joint pipe.
- Provide Periodic Construction Surveillance to confirm general conformance with plans and specifications.

Task #2 – Deliverables

- Detailed Concept Plan and Concept Report. – 3 sets
- Field surveyed basemap - 2 sets
- Sub-surface Investigation (Geotechnical) Report - 1 hard copy and 1 digital copy
- 30-60-90-Final (100%) Construction Plans. Submittals will follow the AUD plan distribution requirements per phase.
- An opinion of probable construction cost will be delivered at each stage of the plan development process.
- Air Release Valve Design Report – 1 hard copy and 1 digital copy
- Technical Specifications & Contract Documents – Initially provided with the 60% Phase submittal. Specifications and Contract Documents will be updated with each subsequent submittal.
- Bidding & Negotiation Support
- Periodic Construction Surveillance

- Digital copy of Record Drawings after construction is complete

ADDITIONAL ISSUES & ANTICIPATED SERVICES (TASKS #1 & #2):

- Coordinate an expedited plan review meeting to confirm basemap, water main alignment, and pump station location (Task #1 only).
- Coordination utility impacts / relocations along Willis Foreman Road. W RTE will facilitate the Fort Gordon utility locate process with our survey sub-consultant.
- Design Erosion, Sedimentation, and Pollution Control plans in accordance with NPDES statutes.
- Facilitate pre-bid meeting.
- Attend bid opening, review bids, and issue a recommendation of award.
- Facilitate pre-construction meeting.
- Provide periodic construction surveillance throughout project.
- Attend pump station start-up.
- Complete NOI and submit to appropriate agency.
- Perform 'one-time' NPDES inspection of erosion control measures.
- Prepare Record Drawings from contractor's redline field set.

ANTICIPATED PROJECT SCHEDULE:

We understand required schedule associated with Task #1 and commit to provide the resources required to meet the accelerated schedule. Per our original scoping meeting, the on or before completion date for Task #1 construction is February 1, 2009.

Based on conversations with pump manufacturers, we recommend planning for a 3-month 'lead time' for pump station orders. Additionally, we recommend planning for at least a 6-week construction period, including the installation of the new water main. Therefore, W RTE estimates that design services should be complete by not later than October 17, 2008.

Approximate time frames for delivery of Task #2 services are shown below. A detailed project schedule will be provided before initiating services. Project schedules will include task based scheduling, milestone dates, and estimated agency review periods.

- | | |
|-----------------------|-------------|
| • Concept Phase: | 3 - 4 weeks |
| • Database: | 6 - 8 weeks |
| • 30% Phase: | 4 - 6 weeks |
| • 60% Phase: | 5 - 7 weeks |
| • 90% Phase: | 4 - 6 weeks |
| • Final (100%) Phase: | 3 – 4 weeks |

PROFESSIONAL FEE SCHEDULE:

Please refer to the attached man-hour summary and proposed fee schedule.

ADDITIONAL PROJECT NOTES:

- WRTE will work to minimize easement acquisition within private property. If additional property is required for construction, WRTE will prepare the appropriate easement map for acquisition. We understand that 15'-wide water main easement within Fort Gordon will be conveyed through the construction plans. Specific easement maps in Fort Gordon are not included in this proposal.
- Wetland delineation and / or environmental permitting are not included in this proposal. Based on our site meeting on September 9, 2008, we understand that the preferred water main alignment will be in the roadway for dirt roads or grassed shoulder along paved roads. Therefore, wetland or stream buffer impacts are not anticipated.
- WRTE has attached a professional rate schedule with this proposal for unforeseen environmental conditions requiring additional services. We understand that all work performed by WRTE associated with unforeseen environmental conditions will be based on this unit rate schedule. All work requiring an environmental sub-consultant will be provided through a separate proposal to AUD. Please note that AUD will not be invoiced for any work associated with unforeseen conditions without AUD approval.
- Construction Phase Services – WRTE will provide periodic construction surveillance for the duration of the construction project. This will include attending pre-construction meetings, reviewing shop drawings, answering construction related questions, and multiple site visits during project start-up. These inspections are not intended to insure compliance of all work with plans and specifications but to provide general oversight of the project and notify Augusta Utilities of potential issues/concerns.
- We understand that any fee associated with NOI submittal will be provided by AUD or through a separate proposal.
- WRTE will provide all engineering services for this project with in-house personnel. Probable sub-consultant services will include surveying / basemapping, geotechnical, and electrical design. WRTE has successfully coordinated these services with following professionals:
 - Surveying: Toole Surveying Company, Inc. (Augusta, GA)
 - Geotechnical Evaluation: Graves Engineering Services (Augusta, GA)
 - Electrical Design for Pump Station: Electrical Design Consultants, Inc. (Augusta, GA)

- Corrosion testing and evaluation is not anticipated for this project. WRTTE will coordinate these services through a separate proposal if potential stray current sources are identified in the project area.

Prime Consultant:
Client:

W.R. Toole Engineers, Inc.
Augusta Utilities

Date: 9/9/2008
Project Number: AUD #:
TE P08064
Project Name: Fort Gordon Gate 4
County: Richmond

TASK #1: WILLIS FOREMAN ROAD WATER MAIN & BOOSTER PUMP STATION



Man-Hour Summary

Phase Description	Man-Hour Summary							Total
	Principal-in-Charge	Principal Engineer	Sr. Project Manager	Senior Engineer	Engineer	Engineering Tech	Cadd Operator	Administrative Assist
Preliminary Design - Booster Station / Pump Selection	0	4	8	0	60	0	20	0
Preliminary Design - Water Main Extension	0	2	4	0	40	0	60	0
Final Construction Documents	0	10	20	0	100	0	120	10
Construction Phase Services	0	0	10	0	30	60	20	0
Database Preparation	0	0	4	0	8	0	0	0
Geotechnical Investigation	0	0	4	0	0	0	0	0
Electrical Engineering	0	0	4	0	0	0	8	0
Totals	0	16	54	0	238	60	228	10

Item # 4

Cost Summary

Phase Description	Cost Summary		
	Total Labor	Total Direct Cost	Total Phase Cost
Preliminary Design - Booster Station / Pump Selection	\$8,780.00	\$117.00	\$8,877.00
Preliminary Design - Water Main Extension	\$7,820.00	\$0.00	\$7,820.00
Final Construction Documents	\$21,300.00	\$417.00	\$21,717.00
Construction Phase Services	\$9,600.00	\$117.00	\$9,717.00
Database Preparation	\$1,320.00	\$5,720.00	\$7,040.00
Geotechnical Investigation	\$520.00	\$2,280.00	\$2,800.00
Electrical Engineering	\$960.00	\$6,840.00	\$7,800.00
Total Estimated Cost =			\$65,771.00

Prime Consultant:
Client:

W.R. Toode Engineers, Inc.
Augusta Utilities

Date: 9/9/2008
Project Number: AUD #: TE P08064
Project Name: Fort Gordon Gate 4
County: Richmond

TASK #2: WATER MAIN EXTENSION TO LANE AVE. IN FORT GORDON



Man-Hour Summary

Phase Description	Man-Hour Summary							Total
	Principal-in-Charge	Principal Engineer	Sr. Project Manager	Senior Engineer	Engineer	Engineering Tech	Cadd Operator	Administrative Assist
Database Preparation	0	0	8	0	16	0	0	0
Concept Phase	0	24	44	0	100	0	70	0
30 Percent Plans Phase	0	8	50	0	120	0	160	0
60 Percent Plans Phase	0	8	92	0	160	0	200	40
90 Percent Plans Phase	0	16	80	0	120	0	180	10
Final Plans Phase	0	8	40	0	120	0	160	10
Construction Phase Services	0	0	16	0	60	210	40	0
Geotechnical Investigation	0	0	16	0	8	0	0	0
Unforeseen Environmental Services ¹	0	0	0	0	0	0	0	0
Totals	0	64	346	0	704	210	810	60

Item # 4

Cost Summary

Phase Description	Cost Summary		
	Total Labor	Total Direct Cost	Total Phase Cost
Database Preparation	\$2,640.00	\$66,040.00	\$68,680.00
Concept Phase	\$23,290.00	\$208.50	\$23,498.50
30 Percent Plans Phase	\$27,300.00	\$958.50	\$28,258.50
60 Percent Plans Phase	\$41,160.00	\$1,108.50	\$42,268.50
90 Percent Plans Phase	\$32,850.00	\$1,108.50	\$33,958.50
Final Plans Phase	\$27,790.00	\$1,167.00	\$28,957.00
Construction Phase Services	\$24,980.00	\$2,205.00	\$27,185.00
Geotechnical Investigation	\$2,880.00	\$15,600.00	\$18,480.00
Unforeseen Environmental Services ¹	\$0.00	\$25,000.00	\$25,000.00
Notes: 1. Services associated with this task will be negotiated in advance at the request of Augusta Utilities Department.	Total Estimated Cost =		\$316,286.00

FORT GORDON GATE 4 WATER MAIN EXTENSION PROJECT

AUD Pay Item	Description	Unit	Quantity	Unit Cost	Total Cost
W-1PS	Pre-Packaged Booster Pump Station inclt. Booster Pump System (2 pumps), Valves, Connections, Controls, SCADA Interface, Enclosure; Installed Complete	EA	1	\$450,000.00	\$450,000.00
W-2D	12" diameter ductile iron water transmission main Class 350, standard joint	LF	8,700	\$55.00	\$478,500.00
W-2G	18" diameter ductile iron water transmission main Class 300, standard joint	LF	22,500	\$90.00	\$2,025,000.00
W-3D	12" diameter ductile iron water transmission main Class 350, restrained joint	LF	975	\$62.00	\$60,450.00
W-3G	18" diameter ductile iron water transmission main Class 300, restrained joint	LF	2,400	\$105.00	\$252,000.00
W-4A	Jack and Bore 36" diameter steel casing. Minimum wall thickness 0.532 inch, with 18" diameter, restrained joint ductile iron carrier pipe, and seals, Class 300 included (2 Locations; Dean's Bridge Road & Lane Ave)	LF	275	\$350.00	\$96,250.00
W-6	Miscellaneous pipe fittings and connections	LBS	50,000	\$3.00	\$150,000.00
W-5	Select backfill, GA DOT Type I, Class I & II (Sand/Clay) – Measured by in-place volume	CY	3,000	\$10.00	\$30,000.00
W-8	Fire hydrant, installed complete with valve, lead pipe, joint restraint, and blocking	EA	34	\$4,500.00	\$153,000.00
W-10D	12" in-line gate valve, including valve box, installed, complete, open left	EA	7	\$3,500.00	\$24,500.00
W-10D	18" in-line gate valve, including valve box, installed, complete, open left	EA	12	\$10,000.00	\$120,000.00
W-11	Air Release Valve including 48" diameter precast concrete manhole, installed, complete	EA	12	\$10,000.00	\$120,000.00
W-13A	18"x12" tapping sleeve, valve, valve box, complete (Lane Ave. - Fort Gordon)	EA	1	\$12,500.00	\$12,500.00
W-13B	24"x18" tapping sleeve, valve, valve box, complete (Lane Road)	EA	1	\$16,000.00	\$16,000.00
W-17	Polyethylene wrap of ductile iron water main	LF	9,000	\$4.00	\$36,000.00
P-1	Asphalt overlay, type F, 1 1/2" thick minimum	SY	1,000	\$12.00	\$12,000.00

Item #

FORT GORDON GATE 4 WATER MAIN EXTENSION PROJECT

AUD Pay Item	Description	Unit	Quantity	Unit Cost	Total Cost
P-2	Graded aggregate base, 10 1/2 " thick, 7' wide and asphalt patch 2 1/2 " thick, including removal of 2 1/2 " GAB and placement of bituminous tack coat	SY	500	\$45.00	\$22,500.00
P-7	2" Asphalt Pavement Driveway Overlay	SY	400	\$15.00	\$6,000.00
P-9	6"x24" concrete curb and/or gutter removal and replacement (as appropriate and necessary)	LF	100	\$15.00	\$1,500.00
M-1	Flowable Fill	CY	20	\$175.00	\$3,500.00
M-3	Foundation backfill, GA DOT Type II, for additional unclassified excavation	CY	250	\$30.00	\$7,500.00
M-4	Clearing & Grubbing	ACRE	1	\$7,500.00	\$7,500.00
M-5B	Chain Link Fence Removal and Replacement, New, Replaced in Kind	LF	300	\$30.00	\$9,000.00
LS-1	Lump sum construction (includes but is not limited to the listing continued below)	LS	1	\$250,000.00	\$250,000.00
TOTAL:					\$4,343,700.00

LUMP SUM CONSTRUCTION:

Mobilization, Demobilization
 Bonds, Insurance
 Remove and reset fences, all types
 Remove and reset gates, all types
 Remove & Reconstruct Headwall
 Remove and reset storm sewer, lengths & sizes vary
 Storm drain pipe, material and diameter vary
 Remove and reconnect water services
 Reconnect sanitary sewer services
 Reconstruct timber wall, height varies
 Remove and reset signs, type varies
 Remove and reset water sprinkler systems, complete
 Remove and reset water valve and/or meters, size varies
 Remove and reset yard lamps, type varies
 Remove and reset mailboxes, type varies
 Erosion and sediment control (temporary grassing, construction exits, rip-rap, misc. Erosion control structures)
 Silt Fence, Type "A"
 Silt Fence, Type "B"
 Silt Fence, Type "C"
 Dewatering
 Traffic Control
 Miscellaneous grading
 Permanent Grassing
 Raise manholes and valve boxes to grade



**Engineering Services Committee Meeting
9/29/2008 1:30 PM
Award Purchase of Benches for Centennial Plaza**

Department: Public Services Department - Facilities Management Division

Caption: Approve purchase of 30 benches for Centennial Plaza from the low bidder, Peach State Amenities of Atlanta, in response to Bid Item 08-171 in the amount of \$32,940 to be funded by Urban SPLOST, Phase III.

Background: Centennial Plaza, in the 700 block of Broad Street, was initially constructed with wood benches installed that followed the curvature of the concrete planter walls. Deterioration and vandalism through the years resulted in removal of most of the benches.

Analysis: Peach State Amenities is the lowest responsive bidder. The \$1,098 unit price bid allows for the purchase of 30 benches. These proposed benches are steel, have proven to be reasonably resistant to vandalism at the Riverwalk, and will be equipped with a center armrest dividing the seat area into two smaller sections.

Financial Impact: The cost of the purchase is \$32,940. Funds are available in Urban SPLOST, Phase III, Account #327041110/296812501.

Alternatives: 1. Approve purchase of 30 benches for Centennial Plaza from the low bidder, Peach State Amenities of Atlanta, in response to Bid Item 08-171 in the amount of \$32,940 to be funded by Urban SPLOST, Phase III. 2. Do not approve the purchase.

Recommendation: #1. Approve purchase of 30 benches for Centennial Plaza from the low bidder, Peach State Amenities of Atlanta, in response to Bid Item 08-171 in the amount of \$32,940 to be funded by Urban SPLOST, Phase III.

Funds are Available in the Following Accounts: Funds are available in Urban SPLOST, Phase III for Centennial Plaza, Account #327041110/296812501.

REVIEWED AND APPROVED BY:

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

Cover Memo

Item # 5

Cover Memo

Item # 5

Bid #08-171 Benches for Bicentennial Plaza for The City of Augusta - Public Services Department - Facilities Maintenance Bid Opening Date: Tuesday, August 19, 2008 at 11:00 A.M.						
Vendors:	10% Bid Bond	(25) Unit Cost	Total Cost	Grand Total	Delivery Date	
Peach State Amenities, LLC (Victor Stanley, Inc. Rep.) 4355 Cobb Parkway, Ste J 125 Atlanta, GA 30339	Yes Official Check (in amount of \$2,777.00)	\$1,098.00	\$27,450.00	\$27,770.00	w/in 10 weeks after receipt of purchase order	
Leisure Lines, Inc 6924 Commercial Drive Morrow, GA 30260	Yes	\$1,199.00	\$29,969.72	\$29,969.72	6 TO 8 weeks	
Keystone Ridge 670 Mercer Road Butler, PA 16001	NON-COMPLIANT VENDOR DID NOT ATTEND MANDATORY PRE-BID MEETING (FRIDAY, AUGUST 8, 2008 @ 10:00 A.M.) PROCUREMENT DID NOT READ OR OPEN VENDOR'S BID					
Fair Weather Site & Furnishings 1540 Leader International Drive Port Orchard, WA 98367	LETTER OF NO BID RESPONSE RECEIVED FROM VENDOR					

Phyllis Mills

From: Rick Acree
Sent: Friday, September 12, 2008 10:09 AM
To: Phyllis Mills; Darrell White
Subject: FW: Bid Item 08-171

I have reviewed the information sent to my office on the bids received for the Bid Item referenced above. Barring receipt of any subsequent information to the contrary, I will assume that Procurement has found Peach State Amenities to be a responsive bidder. As such, it is my intent to enter an Agenda Item to recommend award of this bid item to them as low bidder.

Rick Acree, Assistant Director
Public Services Department
Facilities Management Division
Augusta, GA
Phone: 706/821-2426 Fax: 706/821-2484
e-mail: racree@augustaga.gov

Leisure Lines
6924 Commercial Drive
Morrow, GA 30260

Carolina Recreational Products, Inc.
P.O. Box 29242
Greensboro, NC 27429

Belson Outdoors
111 North River Road
North Aurora, IL 60542

Victor Stanley, Inc.
P.O. Drawer 330
Dunkirk, MD 20754

FairWeather Site Furnishings
1525 Vivian Court
Port Orchard, Was 98367-6400

Keystone Ridge Designs
P.O. Box 2008
Butler, PA 16003-2008

Landscape Forms, Inc.
431 Lawndale Avenue
Kalamazoo, MI 49048

Piazza, Inc.
P.O. Box 1229
890 Wheel Lane
Geneva, FL 32732

Mike Greene
Public Services Department

Rick Acree
Facilities Maintenance

Tameka Allen
Interim Deputy Director

Yvonne Gentry
DBE Coordinator

Bid Item #08-171
Benches for Bicentennial Plaza
For Public Services Facilities
Maintenance
Bid Due Tue 08/19/08 @ 11:00 A.M.

Bidders List

Bid Item # 08-171 Cost \$ _____

#	Company Name	Complete Mailing Adresse	Date	Spec #	Initials	Mailed by
1	Leisure Lines, Inc. P.O. Box 870220 Morrow, GA 30287 Attn: Allan Cannon	1-800-227-4016 770-968-4000 770-968-4030 FAX				
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						

User: Mills, Phyllis

Organization:

City of Augusta, GA (Augusta Commission)

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Planholders List

Member Name City of Augusta, GA (Augusta Commission)**Bid Number** ITB-08-171-0-2008/PJM**Bid Name** Benches for Bicentennial Plaza

1 Document(s) found for this bid

22 Planholder(s) found.

[Add Planholder](#)

Supplier Name ▲	Phone	Fax	Doc Count	Attributes	Programs	Actions
Apex Pinnacle	6076485889	6076485172	1	1. Small Business 2. Woman Owned		Documents
ATD-American Company	2155761000	2155761827	1			Documents
Bliss Products & Services, Inc.	8002482547	7709201915	1			Documents
BSN Sports (Sport Supply Group Inc.)	8005277510	8003657653	1			Documents
Construction Journal, Ltd.	8007855165	8005817204	1			Documents
Creative Pipe, Inc (OGC)	7603405555	7603405883	1			Documents
Dawn Enterprises	8606468200	8606470580	1	1. Small Business		Documents
GERBER MANUFACTURING INC	6082712777	6082711920	1			Documents
Highland Marketing Group - Combined	5616207878	5616208668	1			Documents
Kay Park	8005532476	3199872900	1	1. Small Business		Documents

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User: Mills, Phyllis

Organization:

City of Augusta, GA (Augusta Commission)

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Planholders List

Member Name City of Augusta, GA (Augusta Commission)**Bid Number** ITB-08-171-0-2008/PJM**Bid Name** Benches for Bicentennial Plaza

1 Document(s) found for this bid

22 Planholder(s) found.

[Add Planholder](#)

Supplier Name ▲	Phone	Fax	Doc Count	Attributes	Programs	Actions
Lacor Streetscape, Inc.	6023713110	6023713721	1			Documents
McGraw-Hill Construction Dodge	2399392525	2399392331	1			Documents
Modern Business Systems Inc.	7067248700	7067244654	1	1. Small Business		Documents
Newtech	2813592288	2813592088	1			Documents
Onvia, Inc. - Content Department	2063739500	8882637801	1			Documents
Play it Safe	5617459444	5617458740	1	1. Woman Owned		Documents
Play Space Services, Inc.	3217750600	3212422216	1			Documents
RECREONICS INC	5024587354	5024589471	1	1. Small Business 2. Veteran Owned		Documents
Swartz Associates, Inc.	8139492288	8139492540	1	1. Small Business		Documents
the plastic lumber co, inc.	3307628989	3307615971	1	1. Small Business		Documents

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Planholders List

Member Name City of Augusta, GA (Augusta Commission)**Bid Number** ITB-08-171-0-2008/PJM**Bid Name** Benches for Bicentennial Plaza

1 Document(s) found for this bid

22 Planholder(s) found.

[Add Planholder](#)

Supplier Name ▲	Phone	Fax	Doc Count	Attributes	Programs	Actions
Trilary, Inc.	6088969040	6088969040	1	1. Small Business		Documents
Upbeat, Inc.	8667971756	3147540826	1			Documents

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Engineering Services Committee Meeting
9/29/2008 1:30 PM
Change Order #1 for the Spirit Creek Interceptor Evaluation Study

Department: Augusta Utilities Department

Caption: Approve Change Order #1 to the existing contract with W.K. Dickson for additional engineering services in the areas of design and engineering through construction for the replacement of the existing 36-inch sanitary sewer main located in 6th Street and additional engineering services for providing closed circuit television inspection of the Main Interceptor.

Background: The Spirit Creek Interceptor Evaluation Study involves the study of the 4th, 5th, and 6th street's sewer system to identify the combination of storm sewer and sanitary sewer. During this study, a pipe failure was discovered. This failure is to a 36-inch brick sanitary sewer main that runs parallel to the Norfolk Southern train railways. The recommendation is for W. K. Dickson to design a plan to replace the failed section of sewer main. and provide engineering services during the construction of the project. This task will replace the failed section with the least impact to the railway and the general public. This project is a recognized emergency by Augusta Utilities Department due to the potential hazards that can be caused due to existing failures as well any potential failures that can arise from continued neglect to solve the problem as identified. In addition Augusta Utilities Department; recommends W.K. Dickson to provide services to inspect the Main Interceptor between Dan Bowles Rd and the Wastewater Treatment Plant using closed circuit television to identify problems within that section. By allowing this portion to be added under the current contract it will reduce the startup cost for the additional closed circuit television inspections

Analysis: Approving this change order will adjust the initial contract amount of \$125,000.00 to include the amount for the engineering design services and construction coordination services for the replacement of the failed main and closed circuit television inspection of the Main Interceptor in accordance with WKD's 1st and 2nd proposals to the initial contract.

Financial Impact: \$ 81,910.00 is the amount of the required for the services of W.K. Dickson. The task of engineering the design to replace the failed sewer main is \$38,000.00 and the task to conduct the closed circuit television monitoring being \$43,910.00

Alternatives: Disapprove this change order and risk delays replacing an identified failure to the sanitary sewer infrastructure.

Cover Memo

Recommendation: Approve Change Order #1 in the amount of \$81,910.00 to W. K. Dickson on the Spirit Creek Interceptor Evaluation Study Project RFQ, for design of the

new sewer main which will replace the failed section of sewer main and the video inspection of the Main Interceptor using closed circuit television .

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

\$81,910.00 from account 507043420/5212115- 80600040/5212115

REVIEWED AND APPROVED BY:

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



September 18, 2008

Mr. Jerry Delaughter
Assistant Director - Engineering Division
Augusta Utilities Department
360 Bay Street, Suite 180
Augusta, Georgia 30901

RE: First Amendment to Contract
6th Street Emergency Sewer Replacement
WKD Project No. 70522.00.AG

Dear Jerry:

Currently W.K. Dickson & Co., Inc. (WKD) is under contract with Augusta Utilities Department (AUD) to provide professional services for the sewer evaluation of the above referenced project. Our contract had a provision for WKD to provide design and construction administration services as additional services.

REASON FOR THE ADDITIONAL SERVICES

The Utility Department is experiencing pipe failures of a 36-inch brick arch sewer pipe in the downtown area along 6th Street with the most recent failure occurring five feet off the main train track just north of Fenwick Street. The existing main is an old 36-inch brick arch pipe that is located on the east side of the railroad track with the offset varying from 8 feet at Telfair Street and zero feet (crossing under the tracks) just north of Walton Way. The main is approximately 4 to 5 feet deep. On July 23, 2008, Wes Byne called a meeting to discuss the repairs to the sewer main starting from Walton Way to Telfair Street. Mr Byne asked WKD to prepare a recommendation on replacing the main and develop an estimate of the construction costs.

RECOMMENDATIONS

After further investigation after the July 23rd meeting, WKD recommends that the 36-inch sewer main be replaced in its current location. We have attached conceptual plans showing the proposed repairs to the sewer main along with an estimated construction cost.

SCOPE OF SERVICES

WK Dickson will assist Augusta Utility Department by performing the engineering and construction administration services to coordinate the replacement of the 36-inch sewer pipe. Below you will find the specific work items associated with this amendment and the associated fees and responsibilities.

1450 Greene Street
Suite 225
Augusta, GA 30901
Tel. 706.722.3479
Fax 706.722.6773
www.wkdickson.com

Mr. Jerry Delaughter
September 18, 2008
Page 2 of 5

A. DESIGN SURVEYS AND MAPPING

WK Dickson (WKD) proposes to complete field surveys (both topographic and physical) and related mapping for the proposed sewer pipe repair. Work in this phase will include the following:

- Establishing horizontal and vertical control for the proposed improvements.
- Survey physical and topographical conditions of the proposed pipe replacement.
- Develop construction strategies for the replacement of the pipe working with AUD, the County's Engineering Department, the Railroad, and Atlanta Gas and Light.

B. UTILITY LOCATION

WKD will locate visible above ground and subsurface utilities that are fifteen feet (15') either side of proposed pipe trench. We will attempt to locate underground utilities such as water, sewer, and Stormwater with the assistance of Augusta Utilities Department and will map other underground utilities (such as gas, telephone, cable and power) as marked in the field by Georgia One Call, a utility location firm.

C. ENGINEERING DESIGN

Utilizing the design surveying, mapping and utility locations, final plans and specifications will be developed for the proposed replacement of the 36-inch brick arch pipe. Work in this phase will include the following:

- Prepare horizontal and vertical geometry for the proposed pipe replacement.
- Prepare plans and detail sheets for the installation of the pipe.
- Evaluate and review with the Railroad and AUD construction work hours and limitations.
- Meet with other Utilities Companies that have services within the work area.
- Review Plans and findings with AUD for concurrence.
- Develop construction materials and labor estimates for the best and efficient construction option.
- Show the necessary erosion control measures for the entire project and prepare erosion control details.
- Prepare technical specifications on materials and workmanship.
- Submit Plans, Specifications and Railroad Permit Applications to Augusta Utilities Department for submittal. This will include applications to Erosion Control EPD and Norfolk Southern Railroad for crossing. Any additional plans or correspondence after initial submittal to the agencies will be charged at our standard hourly rate.
- Prepare construction cost estimates at each review stage 30%, 60%, 90% and with the submittal of final documents.

D. CONSTRUCTION BIDDING

Upon receiving the approvals from the OWNER, WKD will proceed with the Construction Bidding portion of the project consisting of the following tasks:

Mr. Jerry Delaughter
September 18, 2008
Page 3 of 5

- Coordinate with the City Purchasing Department to advertise the project.
- Fax bid information to City
- Attend mandatory pre-bid meeting as a technical reference to the CITY.
- Prepare letter of recommendation for award of the contract.

E CONSTRUCTION ADMINISTRATION

AUD will enter into a contract with a contractor to make the necessary repairs and will provide a project manager to represent AUD and coordinate the project. WKD will perform the following tasks during construction:

- Develop conformed contract documents to be used and forward to AUD for execution. We will provide five (5) copies of the conformed documents as required.
- Attend a pre-construction meeting as a technical reference for AUD.
- Provide clarification related to the plans/specifications throughout design and construction.
- Recommend design changes as field conflicts arise.
- Review and approval of pay requests from the construction contractor (line of Communication will be construction contractor to WKD to AUD's project manager.
- Provide record drawings at completion of the project electronically. This will be based on red line drawings from the contractor.
- Provide field visits to observe construction progress and make recommendations to AUD to resolve conflicts with existing field conditions.
- Provide weekly reports summarizing the work progress and construction conflicts. Provide clarification related to the plans/specifications throughout design and construction.

COMPENSATION

1. Basic Services: The OWNER shall pay the CONSULTANT for services set forth in Scope of Services, the Lump Sum Fees as show below.

Surveying/Mapping	\$ 1,200.00
30% engineering plans and documents	\$ 6,540.00
60% engineering plans and documents	\$ 6,540.00
90% engineering plans and documents	\$ 6,540.00
Final documents	\$ 1,060.00
Construction bidding	\$ 1,120.00
Construction administration	\$ 14,000.00
Record drawings	\$ 1,000.00
TOTAL LUMP SUM =	\$ 38,000.00

A percentage of the Lump Sum Fee will be billed on the last day of each month. The percentage billed will be the percentage of work estimated to be complete as of the day of billing.

Mr. Jerry Delaughter
September 18, 2008
Page 4 of 5

TERMS AND CONDITIONS

All work, compensation, and payment under this Amendment shall be in accordance with the base agreement signed by the Clerk of Commission on July 9, 2008.

ACCEPTANCE OF LETTER OF AGREEMENT

We trust you will find this amendment acceptable. Please return one signed copy of this amendment to our office as evidence of approval and Notice to Proceed. If you have any questions, please feel free to call.

Sincerely,

W.K. Dickson & Co., Inc.

Augusta Utilities Department

William G. Wingate, III, PE
Vice President

Assistant Director - Engineering Division

Date:_____

Date:_____

LABOR

Senior Project Manager.....	\$ 160.00/hr.
Project Manager	\$ 140.00/hr.
Senior Staff Engineer.....	\$ 135.00/hr.
Staff Engineer.....	\$ 105.00/hr.
Senior Designer	\$ 95.00/hr.
Designer.....	\$ 90.00/hr.
Senior Technician.....	\$ 95.00/hr.
Technician.....	\$ 80.00/hr.
Administrative Assistant.....	\$ 50.00/hr.
Field Survey Party.....	\$ 110.00/hr.
Party Chief (Office Computations, Deed Research, etc.)	\$ 70.00/hr.
Instrument Person.....	\$ 50.00/hr.

EXPENSES

Reproduction:	
◆ Xerox	Cost
◆ Blacklines	Cost
◆ Mylars	Cost
◆ Sepias	Cost
Mileage	IRS Rate (currently \$0.585/mile)
Telephone, Postage	Cost
Travel (Meals/Lodging)	Cost
Subconsultants	Cost + 10%

Note: The above rates are for calendar year 2008. WK Dickson reserves the right to revise to reflect inflationary increases.

W.K. DICKSON & CO., INC
Community Infrastructure Consultants
1450 Greene Street, Suite 225
Augusta, Georgia 30901
Phone (706) 722-3479 Fax (706) 722-6773



Opinion of Probable Construction Costs

Project: 6th Street Emergency Replacement

WKD No: M2000.WS.AG

Owner: Augusta Utilities Department
Augusta, Georgia

Date: 9/18/08

Project Description

Replace the sanitary sewer system along 6th Street between Telfair Street and Walton Way.

ITEM	DESCRIPTION	UNIT	EST QTY	UNIT COST	TOTAL
Administration					
LS - 1	Insurance	LS	1	\$ -	\$ -
LS - 2	Mobilization	LS	1	\$ 1,000.00	\$ 1,000
LS - 3	Demobilization	LS	1	\$ 1,000.00	\$ 1,000
LS - 4	As-built Drawings	LS	1	\$ 1,000.00	\$ 1,000
LS - 5	Bonds	LS	1	\$ 5,400.00	\$ 5,400
Administration Totals =					\$ 8,400
Demolition & Earthwork					
M - 6	Remove Unsuitables and Haul Off	CY	1,261	\$ 10.00	\$ 12,610
M - 7	Landfill fee	LS	1	\$ 10,000.00	\$ 10,000
M - 8	Erosion & Sediment Control	LS	1	\$ 1,000.00	\$ 1,000
Earthwork Subtotal =					\$ 23,610
Roadway					
P - 2	Graded aggregate base, 10.5" thick, 15' wide and asphalt patch 2.5" thick, including removal of base material and asphalt and loading into truck for disposal.	SY	2,667	\$ 25.50	\$ 68,000
Roadway Subtotal =					\$ 68,000
Sewer					
S-9C	12" Dia. Ductile Iron Pipe (Epoxy Lined), Thickness Class 56, Depth 0' to 6', including Type 5 (No. 67 stone) bedding material	LF	1380	\$ 44.00	\$ 60,720
S - 17	Jack and Bore 24" Dia. Steel Casing, Minimum wall thickness 0.312 inch. Carrier pipe included, 12" Dia. Ductile Iron Sanitary Sewer Pipe, Thickness Class 56, restrained joints, Ends sealed.	LF	120	\$ 224.00	\$ 26,880
S - 17A	12" Fast-Grip gaskets For Restrained Joints	EA	7	\$ 95.00	\$ 665
S - 18	Select Backfill, GA DOT Type I, Class I & II (Sand/Clay) - Measured by in-place volume	BCY	473	\$ 20.00	\$ 9,458
S - 18A	Gravel for Trench Bedding	TON	733	\$ 16.00	\$ 11,728
S - 20A	Pre-cast sanitary manhole, GA DOT STD 1011A, Type 1, Depth 0' to 6' (48" Diameter)	EA	6	\$ 1,500.00	\$ 9,000
S - 30	6" Sanitary Sewer Service Complete	EA	12	\$ 400.00	\$ 4,800

Item # 6

Project Description Replace the sanitary sewer system along 6th Street between Telfair Street and Walton Way.					
ITEM	DESCRIPTION	UNIT	EST QTY	UNIT COST	TOTAL
S - 37	By Pass Pumping	Day	15	\$ 400.00	\$ 6,000
Sewer Subtotal =					\$ 129,251
TOTAL MATERIAL COSTS=					\$ 229,261
CONTRACTOR'S 10% ADM COST=					\$ 22,926
TOTAL MATERIAL COSTS IF PURCHASED BY CONTRACTOR =					\$ 252,187
Labor - Construction					
LC - 1	Sewer Crew per day with equipment	DAYS	20	\$ 3,000.00	\$ 60,000
LC - 2	Survey Layout	HRS	20	\$ 110.00	\$ 2,200
Construction Labor Subtotal =					\$ 62,200
10% Contingency =					\$ 31,433
TOTAL CONSTRUCTION COSTS =					\$ 345,820
Labor - Design and Const. Adm.					
LD - 1	Project Manager - Design	HRS	122	\$ 140.00	\$ 17,080
LD - 2	Project Manager - Bid Process	HRS	8	\$ 140.00	\$ 1,120
LD - 3	Administration - Bid Documents	HRS	2.8	\$ 50.00	\$ 140
LD - 4	Project Manager - Construction Adm	HRS	100	\$ 140.00	\$ 14,000
LD - 5	Survey	HRS	20	\$ 110.00	\$ 2,200
Design & Const. Adm. Labor Subtotal =					\$ 34,540
10% Contingency =					\$ 3,460
TOTAL DESIGN COSTS =					\$ 38,000
TOTAL PROJECT COSTS + CONTINGENCY =					\$ 383,820
TOTAL PROJECT COSTS PER LF =					\$ 256



September 11, 2008

Mr. Wes Byne
Assistant Director - Engineering Division
Augusta Utilities Department
360 Bay Street, Suite 180
Augusta, Georgia 30901

RE: Second Amendment to Contract – CCTV Services per Linear Foot Compensation
4th, 5th, 6th Street Basin Sewer Evaluation & I/I Study
WKD Project No. 70522.00.AG

Dear Wes:

Currently W.K. Dickson & Co., Inc. (WKD) is under contract with Augusta Utilities Department (AUD) to provide professional services for the sewer evaluation of the above referenced project. Our contract had a provision for WKD to provide design and construction administration services as additional services.

REASON FOR THE ADDITIONAL SERVICES

To reduce the startup costs for providing Closed Circuit Television (CCTV) inspections, Augusta Utilities Department (AUD) would like WK Dickson (WKD) to provide engineering services to inspect the main interceptor piping upstream from their Wastewater Treatment Plant located off of Doug Barnard Boulevard. The 72-inch interceptor was inspected in June, 2001 with Closed Circuit Television (CCTV) equipment and the piping showed signs of deterioration. The pipes at the lower end (from manhole number 1 to 20 - see attached map) are concrete and the rebar was exposed in the upper portion of the pipe. Approval of this amendment will allow AUD to evaluate the extent of the deterioration and determine if the pipe should be replaced.

SCOPE OF SERVICES

WKD will provide the following services of the CCTV inspection:

CCTV:

- Perform television inspections of the 72-inch interceptor main during low flow conditions for 14,425 linear foot of pipe.
- Videos shall pan beginning and ending manholes to show existing conditions.
- Television inspection videos shall be continuous for pipe segment between manholes.
- During television inspection, camera passage shall show the condition of the existing main providing a 180-degree view of the pipe above the water surface.

1450 Greene Street
Suite 225
Augusta, GA 30901
Tel. 706.722.3479
Fax 706.722.6773
www.wkdickson.com

Item # 6

Transportation • Water Resources • Urban Development • Geomatics

Mr. Wes Byne
August 13, 2008
Page 2 of 5

- Camera operator shall slowly pan each service connection, each joint of pipe that has infiltration, and any area of concrete pipe that has exposed reinforcement.
- Notify AUD 24 hours in advance of any television inspection so that AUD may observe inspection problems.

ENGINEERING:

- Coordinate all CCTV services by administrating the contract for the inspection services, scheduling CCTV inspections with AUD, communicating with AUD on low flow conditions, delivering the final CCTV report to AUD.
- Attend one meeting at the completion of the CCTV services to delivered the final report and discuss the findings of the inspections. Minutes from the meeting will be sent to AUD summarizing the discussions and recommendations.

WKD will provide the following deliverables upon successful conclusion of the CCTV inspection:

- Paper copies (two set) of all sanitary sewer inspected in tabular and cross-section format.
- Digital video compact disc of CCTV inspections and the above mentioned reports. Each Digital video disc will also contain sanitary sewer line segments allowing the OWNER to "click and view any line defect". Digital video will be in MPEG1 format or other suitable digital format.

AUD's responsibilities include the following:

- Provide notification to homeowners in the work areas of pending CCTV inspection activities.
- Provide access to those structures and sewers that have been identified as difficult access.
- Provide areas to dump any debris removed from sanitary sewer lines during the inspection work. These areas shall be provided at no costs.
- Provide water from the fire hydrants located near the work areas. Water shall be provided at no cost.
- Minimize flow to pipe segments while performing the CCTV inspections. Divert the flow if necessary to provide a maximum 60% water depth in 72-inch pipe.

COMPENSATION

The compensation we request for this contract amendment is as follows:

- 14,425 Linear Foot (LF) of Specialty CCTV Inspection
Service under low flow conditions: Lump sum = \$ 40,670.00
 - Engineering Coordination and meetings:
 - Coordination Lump sum = \$ 2,400.00
 - Final meeting Lump sum = \$ 840.00
- Total Lump sum fee: \$ 43, 910.00

Mr. Wes Byne
August 13, 2008
Page 4 of 5

W.K. DICKSON & CO., INC. 2008 RATE SCHEDULE

LABOR

Senior Project Manager	\$ 160.00/hr.
Project Manager	\$ 140.00/hr.
Senior Staff Engineer	\$ 135.00/hr.
Staff Engineer	\$ 105.00/hr.
Senior Designer.....	\$ 95.00/hr.
Designer	\$ 90.00/hr.
Senior Technician	\$ 95.00/hr.
Technician	\$ 80.00/hr.
Administrative Assistant.....	\$ 50.00/hr.
Field Survey Party	\$ 110.00/hr.
Party Chief (Office Computations, Deed Research, etc.)	\$ 70.00/hr.
Instrument Person	\$ 50.00/hr.

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◆ Xerox	Cost
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◆ Mylars	Cost
◆ Sepias	Cost

Mileage

IRS Rate
(currently \$0.585/mile)

Telephone, Postage

Cost

Travel (Meals/Lodging)

Cost

Subconsultants

Cost + 10%

Note: The above rates are for calendar year 2008. WK Dickson reserves the right to revise to reflect inflationary increases.

TERMS AND CONDITIONS

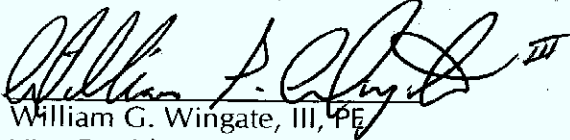
All work, compensation, and payment under this Amendment shall be in accordance with the base agreement signed by the Clerk of Commission on July 9, 2008.

ACCEPTANCE OF LETTER OF AGREEMENT

We trust you will find this amendment acceptable. Please return one signed copy of this amendment to our office as evidence of approval and Notice to Proceed. If you have any questions, please feel free to call.

Sincerely,

W.K. Dickson & Co., Inc.



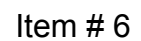
William G. Wingate, III, PE
Vice President

Date: 9/11/08

Augusta Utilities Department

Assistant Director - Engineering Division

Date: _____



Augusta Main Interceptor Sewer						
CCTV Inspection Schedule For Early AM Inspection 6am-9am						
Date	Service	Upstream MH	Downstream MH	Dia. (in.)	Total length	Pipe Type
Day 1	Mobilization					
Day 1	CCTV	20	19	72	65	Concrete
Day 1	CCTV	19	18	72	730	Concrete
Day 1	CCTV	18	17	72	760	Concrete
Day 2	CCTV	17	16	72	750	Concrete
Day 2	CCTV	16	15	72	1020	Concrete
Day 3	CCTV	15	14	72	1005	Concrete
Day 3	CCTV	14	13	72	1110	Concrete
Day 4	CCTV	13	12	72	665	Concrete
Day 4	CCTV	12	11	72	730	Concrete
Day 5	CCTV	11	10	72	470	Concrete
Day 5	CCTV	10	9	72	975	Concrete
Day 6	CCTV	9	8	72	750	Concrete
Day 6	CCTV	8	7	72	1115	Concrete
Day 7	CCTV	7	6	72	1000	Concrete
Day 8	CCTV	6	5	72	725	Concrete
Day 9	CCTV	5	4	72	735	Concrete
Day 9	CCTV	4	3	72	895	Concrete
Day 10	CCTV	3	2	72	905	Concrete
Day 10	CCTV	2	1	72	20	Concrete
Day11	Data Submittals					
TOTAL =					14425	



Engineering Services Committee Meeting
9/29/2008 1:30 PM
Condemnation Larry Jacobs Real Estate Division GLS Leasco, Inc.

Department:	Attorney
Caption:	Motion to authorize condemnation to acquire title of a portion of property, designated as Doug Barnard Parkway 16 inch Water Main Project, 1413 Doug Barnard Parkway for permanent and temporary construction easements.
Background:	The City has been unable to reach an agreement to purchase the required easements on 1413 Doug Barnard Parkway relating to 10158 – Doug Barnard Parkway 16 inch Water Main Project. In order to proceed and avoid further delays, it is necessary to condemn a portion of subject property. The required property consists of a permanent easement of 5,575 square feet of permanent easement and a temporary construction easement of 2,810 square feet. The appraised value of the easements is \$614.00.
Analysis:	Condemnation is necessary in order to acquire the easements.
Financial Impact:	The necessary costs will be covered by the project budget.
Alternatives:	Deny condemnation.
Recommendation:	Approve condemnation.
Funds are Available in the Following Accounts:	Easement Purchase-10158 Doug Barnard Parkway Water Main 510043410-5411120 80210158-5411120

REVIEWED AND APPROVED BY:

Administrator.
Clerk of Commission



Engineering Services Committee Meeting

9/29/2008 1:30 PM

Condemnation-ROW, permanent easement Ramdeo Ramthahal and Bobbie Ramthahal

Department: Attorney

Caption: Motion to authorize condemnation to acquire title of a portion of property, designated as Project Parcel 22, 114 Morehead Drive, for a Right-of-Way, permanent easement and one temporary driveway easement.

Background: The City has been unable to reach an agreement with the owners to purchase the required easements. In order to proceed and avoid further delays, it is necessary to condemn a portion of subject property. The required property consists of 2,568.51 square feet of Right-of-Way, 496.06 square feet of permanent easement and a temporary driveway easement. The appraised value of the easements is \$30,900.00.

Analysis: Condemnation is necessary in order to acquire the easements.

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

Alternatives: Deny condemnation.

Recommendation: Approve condemnation.

Funds are Available in the Following Accounts: Alexander Drive Project 323041110 – 5411120 296823215 - 5411120

REVIEWED AND APPROVED BY:

**Administrator.
Clerk of Commission**



**Engineering Services Committee Meeting
9/29/2008 1:30 PM
Defective Sidewalks**

Department:	Public Services Department - Maintenance Division
Caption:	Accept and award bid in amount of \$97,900 to low bidder, L-J, Inc. to repair/replace defective sidewalk slabs and place wheelchair ramps on Broad Street.
Background:	Over the years many different textures of concrete have been placed, tree roots have pushed up the concrete in many places, and there are several curbs that are not wheelchair accessible. In an effort to enhance the downtown living and shopping experience, we have identified several deteriorated sidewalks on Broad Street that must be repaired/replaced.
Analysis:	The repair/replacement of the defective sidewalks and additon of wheelchair ramps would decrease the likelihood of trip hazards and allow a safer access to sidewalks and businesses for citizens in wheelchairs.
Financial Impact:	Trip hazards and lack of wheelchair access will continue unless this project is performed. The cost will continue to increase due to the rising cost of materials and the potential for accidents.
Alternatives:	1. Accept and award bid in amount of \$97,900 to low bidder, L-J, Inc. to repair/replace defective sidewalk slabs and place wheelchair ramps on Broad Street. 2. Not accept and award bid, and continue to have trip hazards and potential for accidents.
Recommendation:	#1. Accept and award bid in amount of \$97,900 to low bidder, L-J, Inc. to repair/replace defective sidewalk slabs and place wheelchair ramps on Broad Street.
Funds are Available in the Following Accounts:	Funds are available in Account #272016215/207272009 (SPLOST, Phase I Recaptured)

REVIEWED AND APPROVED BY:

**Finance.
Procurement.
Administrator.**

Cover Memo

Item # 9

Defective Sidewalks Locations

All measurements are in feet

739 Broad	5x16
Imperial Theater	6x6
771 WC ramp	6x21
801	24x6
821	6x6
859	12x12
869	6x6
869	6x6
879 WC ramp	6x21
901 WC ramp	6x21
903 WC ramp	6x21
NBC	6x36
933	6x30
Macarthan	2 WC ramps
	6x21
959	12x12
10th WC ramp	2 each
1017	24x60
1027-1051	24x122
1051	64x16
11th WC ramp	2 each
1109	36x24
1129	36x8
1147-1151	12x36
1155	24x8
1201	2 WC ramps
1251	12x16
Digital blue	5x20
12931/2-1295	24x45
Westside	
1288-1282	20x94
1244-1240	20x53
1232-1224	20x40
12th	WC ramp
1160-1158	20x42
Bazzar	14x24
Bazzar	9x24
1118-1116	22x25
11th WC ramp	2 each
1046-1048	4x28
1036-1032	50x24
1010-10081/2	23x22
9th	2 WC ramps
8th	3 WC ramps
730	2 WC ramps
7th	3 WC ramps

Bid Item #08-163 Defective Sidewalks for the City of Augusta Public Service - Maintenance Division Bid Opening Date: Tuesday, August 12, 2008 at 3:00 P.M.			
Vendors:	10% Bid Bond	Addendums 1 - 2	Bid Amount
Construction Perfected, Inc. 587 Cherry Avenue North Augusta, SC 29841	Non-Compliant State Immigration Forms		
Mabus Brothers Construction Co 920 Molly Pond Road Augusta, GA 30901	Yes	Yes	\$167,875.00
Rosler & Associates 4554 Mike Padgett Highway Augusta, GA 30906	Non-Compliant LSB Forms		
Contract Management 1827 Killingsworth Road Augusta, GA 30904	Yes	Yes	\$273,615.00
Beam's Contracting, Inc. 2335 Atomic Road Beech Island, SC 29842	Non-Compliant State Immigration Forms & LSB Forms		
Reeves Construction, Co. P.O. Box 1129 Augusta, GA 30909			
L-J, Inc. 220 Stone Bridge Drive, Ste 405 Columbia, SC 29210	Yes	Yes	\$97,900.00
Ball's Enterprises 721 Eve Street Augusta, GA 30904	Non-Compliant State Immigration Forms		
Jeffery Harris 1736 Barton Chapel Road Augusta, GA 30906			
Horizon Construction & Assoc P.O. Box 798 Evans, GA 30809	Yes	Yes	\$109,000.00

Payne Construction Commercial Inc.
805 Winterville Road
Athens, GA 30605
Attn: Sandra Mercado

HFJ Concrete Construction, Inc.
511 Ridge Avenue
Stone Mountain, GA 30083
Attn: Hiram Hall

Beam's Contracting, Inc.
2335 Atomic Road
Beech Island, SC 29842
Attn: David McGhee

Mabus Brothers Construction Co Inc.
920 Molly Pond Road
Augusta, GA 30901
Attn: Kevin Baldwin

Tameka Allen
Interim Deputy Administrator

Mike Greene
Public Service Department

Dennis Stroud
Public Service Department
Maintenance Division

Yvonne Gentry
DBE Coordinator

Bid Item #08-163
Defective Sidewalks
For Public Service Maintenance
Division
Bid Due: Tue 08/12/08 @ 3:00 P.M.

Item # 9

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

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Planholders List

Member Name City of Augusta, GA (Augusta Commission)**Bid Number** ITB-08-163-0-2008/PJM**Bid Name** Defective Sidewalks

2 Document(s) found for this bid

7 Planholder(s) found.

[Add Planholder](#)

Supplier Name ▲	Phone	Fax	Doc Count	Attributes	Programs	Actions
Better Homes Bureau, LLC	6782008022	7705130211	2			Documents
Bonds Only, Inc.	9044290555	9044290888	1			Documents
Construction Journal, Ltd.	8007855165	8005817204	2			Documents
Georgia Safe Sidewalks	9417734902	9417942220	2			Documents
McGraw-Hill Construction Dodge	2399392525	2399392331	2			Documents
Onvia, Inc. - Content Department	2063739500	8882637801	2			Documents
Professional Pavement Products, Inc.	8667970926	9047338800	2	1. Small Business 2. Woman Owned		Documents

Page 1 of 1

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PUBLIC SERVICES DEPARTMENT

Dennis Stroud
Assistant Director

Michael D. Greene
Interim Director

MEMORANDUM

Date: September 12, 2008

To: Geri Sams
Director, Procurement Department

From:  Dennis Stroud
Assistant Director - Maintenance
Public Services Department

Subject: Accept lowest bid

File Reference: 08-006

It is in the recommendation of Public Services Department - Maintenance Division that L-J Inc. be awarded the bid for Defective Sidewalks in the amount of \$97,900.

DS/dw



Engineering Services Committee Meeting
9/29/2008 1:30 PM
Encroachment Permit Agreement - Smokey Water Properties, LLC

Department:

Caption: Motion to authorize the Mayor or Mayor Pro Tem to sign an Encroachment Permit Agreement to allow certain encroachments into the Right-of-Way of Starnes Street from subject lots.

Background: A survey was conducted which disclosed encroachment improvements into the Right-of-Way of Starnes Street which have been in place for a considerable amount of time. Planning and Zoning has indicated that relevant City Departments have been consulted and that there is no objection to the execution of the agreement.

Analysis: The encroachments have been in place for a considerable amount of time and there are no known issues associated with these encroachments.

Financial Impact: None

Alternatives: Deny the authorization.

Recommendation: Approve the Encroachment Permit Agreement if affected Departments do not object to same.

Funds are Available in the Following Accounts: n/a

REVIEWED AND APPROVED BY:

**Administrator.
Clerk of Commission**

Return Recorded Document to:
BUSH LAW FIRM, P.C.
462 Telfair Street
Augusta, Georgia
File #: 08-1008

**STATE OF GEORGIA
COUNTY OF RICHMOND**

ENCROACHMENT PERMIT AGREEMENT

WHEREAS, a survey was made by H. Lawson Graham & Associates, Inc., H. Lawson Graham, R.L.S., dated October 14, 2005 REV., which is recorded in the Office of the Clerk of the Superior Court of Richmond County, Georgia, in Plat Book 4, page 22, depicting LOT 2 (0.07 Ac.)(Richmond County Tax Map and Parcel Number 035-4-455-02-0)(currently owned by SMOKEY WATER PROPERTIES, LLC) and LOT 1 (0.04 Ac.)(Richmond County Tax Map and Parcel Number 035-4-455-01-0)(currently owned by William O. Key, Jr.) with improvements; and,

WHEREAS, said survey discloses improvement encroachments into the right of way of Starnes Street from both lots; and,

WHEREAS, it is obvious that said encroachments as depicted upon the above referenced plat have been in place for a considerable period of time; and,

WHEREAS, it would impose a considerable financial hardship on the present and future property owners of said properties for the grantor herein to require removal of the encroachments from the city right of way; and,

WHEREAS, the owners of said property have agreed for themselves and their successor and assigns by accepting delivery and the recording of this instrument that if at any time in the future the encroaching improvements are destroyed, torn down or otherwise removed from the city right of way that they will not be rebuilt into said right of way.

NOW THEREFORE, for and in consideration of the premises, and of **ONE (\$1.00) Dollar** in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, **AUGUSTA, GEORGIA**, a political subdivision of the State of

Georgia, as party of the first part, hereinafter called Grantor, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto **SMOKEY WATER PROPERTIES, LLC**, a limited liability company organized and existing under the laws of the State of Georgia, and **WILLIAM O. KEY, JR.**, as their interest might appear, as party or parties of the second part, hereinafter called Grantee(s) (the words "Grantor" and "Grantee(s)" to include his/her/their/its respective heirs, successors and assigns where the context requires or permits) a limited permit as described above to encroach into the city right of way of Starnes Street with the improvements as shown on the above referenced plat.

The grantor further agrees in consideration of grantees covenants herein against rebuilding not to require the removal of said encroachments from its right of way and to exercise caution not to cause harm to said improvements when necessarily working within the vicinity of said encroachments.

WITNESS the hand and seal of the undersigned, this _____ day of _____, 2008.

Signed, sealed and delivered in the presence of:

Witness

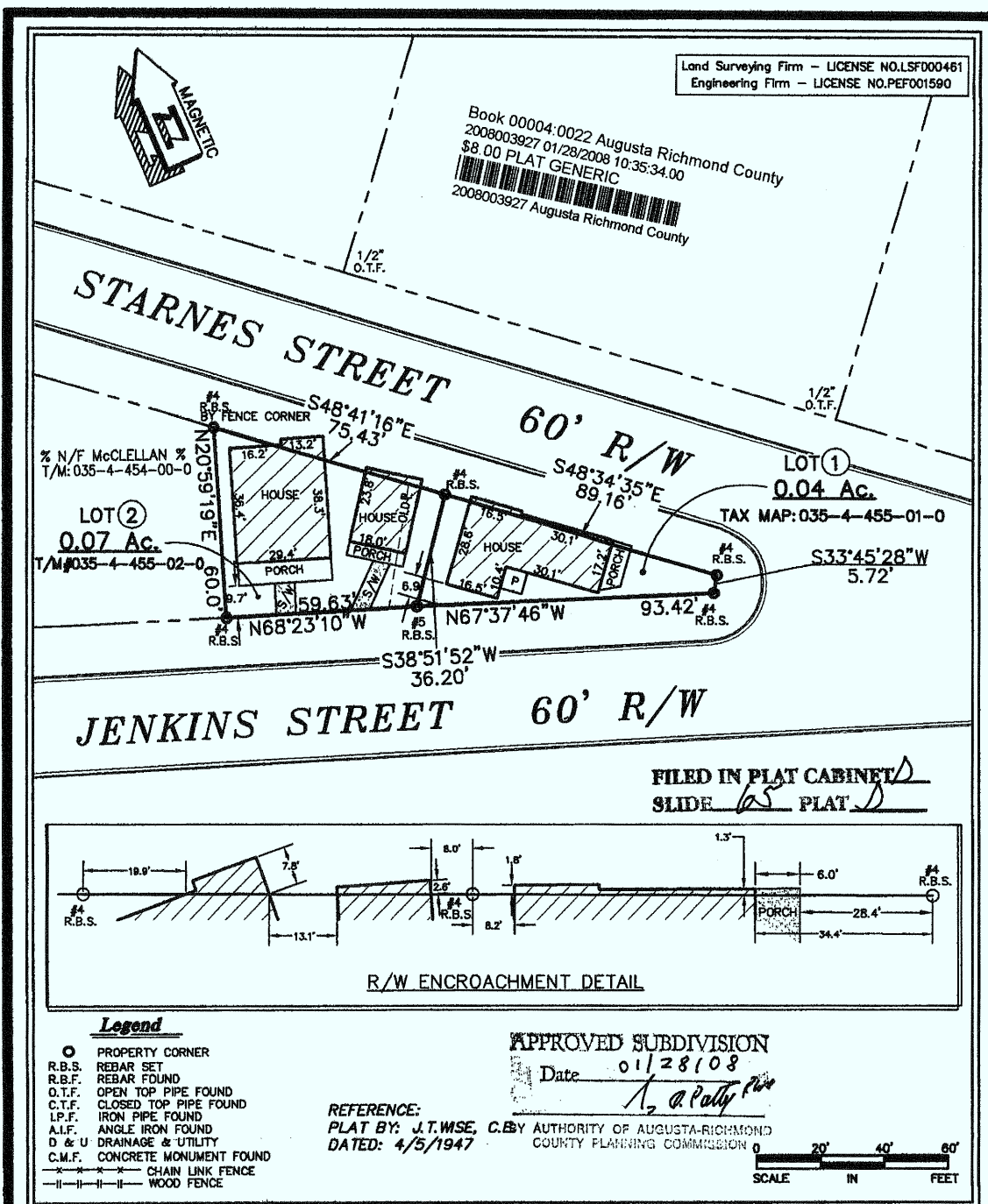
AUGUSTA, GEORGIA

Notary Public
My Commission Expires:
(SEAL)

By: _____
Its: Mayor

ATTEST

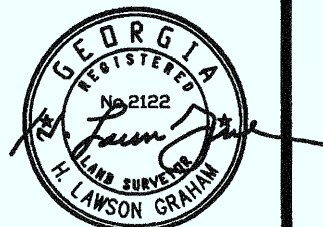
By: _____
Its: Clerk of Commission



ACCORDING TO FEMA FIRM PANEL
NUMBER 130158 0020 E MAP DATE
3/23/1999 THIS PROPERTY IS NOT
LOCATED IN A 100 YEAR FLOOD PLAIN

THIS PROPERTY MAY BE SUBJECT TO
RESTRICTIONS AND OTHER EASEMENTS NOT
SHOWN HEREON BUT MAY BE RECORDED
IN THE CLERK OF COURTS OFFICE

SURVEY DATA:
 FIELD CLOSURE 0.04'
 (FROM RADIAL LOCATION)
 ANGULAR ERROR 5"/ANGLE
 NO ADJUSTMENT
 PLAT CLOSURE 1 FOOT IN 5,000
 TOPCON GTS - 3B



PLAT FOR: JAMES J. MERRITT

SHOWING 0.07 AC. LOT#2 AND 0.05 AC. LOT#1 LOCATED ON SUB.BLOCK "T", SECTION "LO"

PROPERTY LOCATED WITHIN THE 87TH G.M.D.



H. LAWSON GRAHAM & ASSOCIATES, INC.

3882 WHEELER ROAD - AUGUSTA, GEORGIA 30609

(706) 733-7111

Filed in this office:
 Augusta - Richmond County
 01/28/2008 10:35:34.00
 Elaine C. Johnson
 Clerk of Superior Court

STATE: GEORGIA
 COUNTY: RICHMOND
 AREA: AUGUSTA
 JOB NO. 05-684
 SCALE: 1" = 40'
 FLD: JRP CHK: HLG DWN: CAM
 DATE: 10/14/05 REV.



**Engineering Services Committee Meeting
9/29/2008 1:30 PM
Grandwood Estates Phase I**

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

Caption: Approve the deeds of dedication, maintenance agreements, and road resolutions submitted by the Engineering and Augusta Utilities Departments for Grandwood Estates, Phase I.

Background: The final plat was approved by the Commission on April 15, 2008. The subdivision design and plat, including the storm drain system, have been reviewed and accepted by our engineering staff and the construction has been reviewed by our inspectors. The Utilities Department has inspected and reviewed the water and sanitary sewer installations, and hereby requests acceptance of the utility deed and maintenance agreement of same.

Analysis: This section meets all codes, ordinances and standards. Portions of this subdivision lie within the jurisdiction boundaries of the Corps of Engineers wetlands, which are noted on the final plat. Acceptance of said utility deed shall dedicate, as required, the water and sanitary sewer mains along with the applicable easements to Augusta, Georgia, for operation and maintenance.

Financial Impact: By accepting these roads, water and sanitary sewer installations into the County system and after the 18-month maintenance warranty by the developer/contractor has expired, all future maintenance and associated costs will be borne by Augusta, Georgia. By acceptance of the utility deed and maintenance agreement, positive revenue will be generated from the sale of water and sanitary sewer taps and monthly billing of same.

Alternatives: 1. Approve the deeds of dedication, maintenance agreements, and road resolutions submitted by the Engineering, and Augusta Utilities Departments for Grandwood Estates, Phase I. 2. Do not approve and risk litigation.

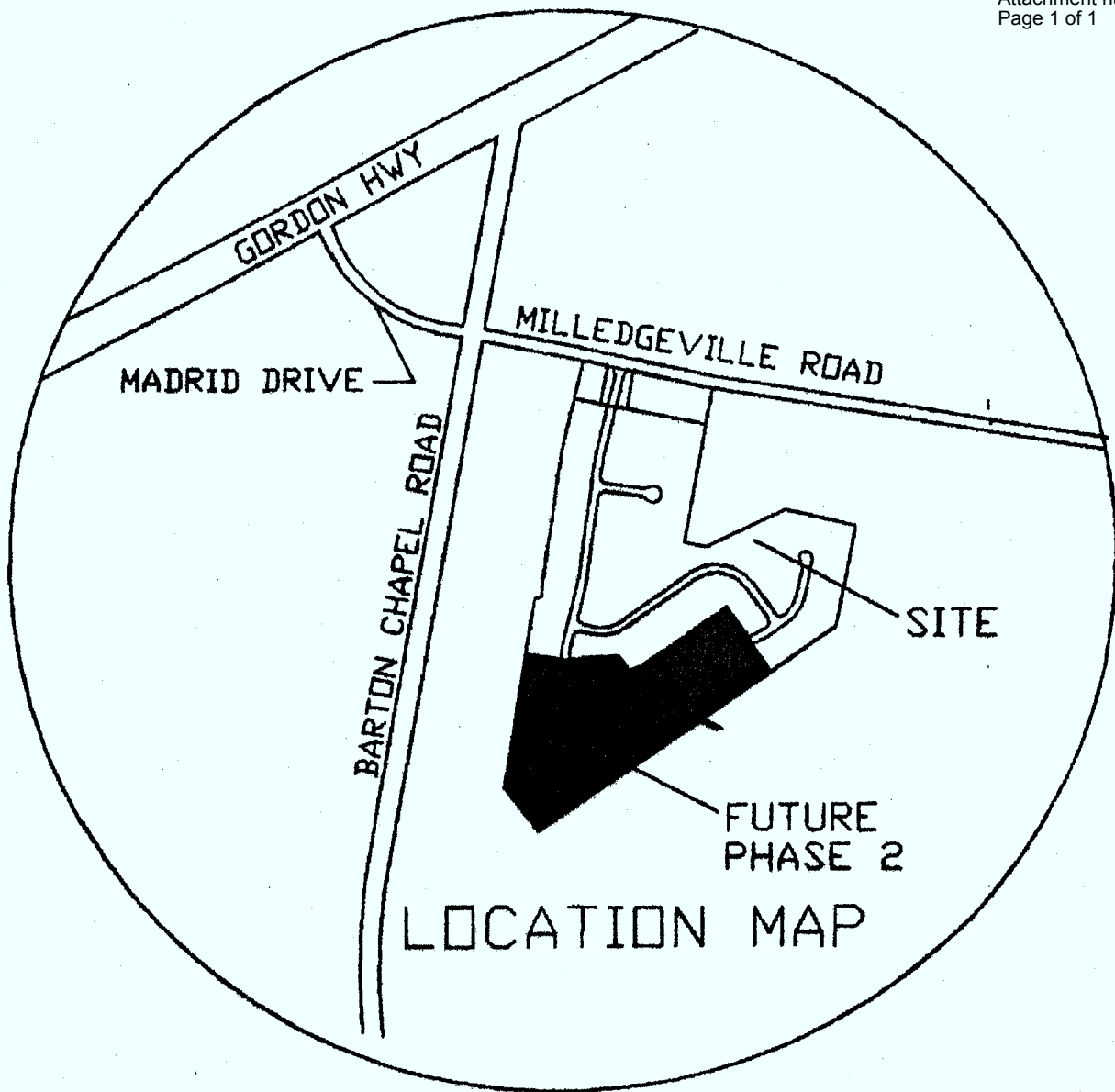
Recommendation: Approve Alternative Number One.

Funds are Available in the Following Accounts: Not required at this time.

Cover Memo

REVIEWED AND APPROVED BY:

Item # 11



LINE	
	L5
	L6
	L7
	L8



ENGINEERING DEPARTMENT

Abie L. Ladson, P.E., Director

Anthony (Tony) E. Williams,
Construction Manager

MEMORANDUM

To: George Patty
Director Planning and Zoning

From: Anthony (Tony) E. Williams, Construction Manager *AEW*

Date: Friday, August 01, 2008

Subject: Certificate of Completion
Dedication of Grandwood Estates Phase I
File reference: 2008 – 05 (A)

As required by Development Guideline Document 3, Article II – Section 202 of Augusta, Georgia Municipal Code, you are hereby advised, based upon site observation that this project consisting of roadway and storm drainage construction appears to be in compliance with all standards and specifications set forth in said documents. Therefore, the names of all streets and drainage related structures in subject development are hereby recommended for acceptance into the City of Augusta infrastructure system.

Thank you for your assistance on this matter. Please call if you have any questions or need additional information, 706-821-1706.

AEW

Attachment

cc: Abie L. Ladson, P.E., Director - Engineering Department
Hameed Malik, PhD., P.E., Assistant Director – Engineering Department
Michael Greene, Interim Director Public Services
Dennis Stroud, Assistant Director Public Services
Terri Turner, Planning & Zoning
File

Return To:

STATE OF GEORGIA

(Roads and Storm Drainage)

COUNTY OF RICHMOND

DEED OF DEDICATION

WHEREAS, WOODCREEK, L.P., a Georgia Limited Partnership owns a tract of land in Richmond County, Georgia known as Grandwood Estates, Phase I, and in the building of a housing subdivision on said tract, it has laid out a storm drainage system, water distribution system, sanitary sewerage system, and road and street system, and;

WHEREAS, it is the desire of WOODCREEK, L.P. to deed the storm drainage system, water distribution system, sanitary sewerage system, and road and street system, to Augusta, Georgia, a political subdivision acting by and through its Commission for maintenance and control; and

WHEREAS, a plat of Grandwood Estates, Phase I, has been prepared by Southern Land Surveyors, Inc., dated October 2, 2007 and revised March 20, 2008 and said plat having been recorded in the Office of the Clerk of the Superior Court of Richmond County, Georgia in Plat Book 4 at Pages 154 - 155; and to which reference is hereby had to said plat for a more complete and accurate description as to the land herein described; and

WHEREAS, Augusta, Georgia by and through its Commission has consented and agreed to accept and maintain said storm drainage system, water distribution system, sanitary sewerage system, and road and street system.

NOW, THEREFORE, this indenture is made this day of , 2008 by WOODCREEK, L.P., hereinafter referred to as the party of the first part and Augusta, Georgia, a political subdivision of the State of Georgia, by and through its Commission, hereinafter referred to as the party of the second part,

WITNESSETH

That the party of the first part for and in consideration of the sum of Ten and no/ 100 (\$10.00) Dollars, to it in hand well and truly paid by the said party of the second part at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged and for the further consideration of the benefits to its property by the maintenance of said storm drainage system, water distribution system, sanitary sewerage system, and road and street system by the party of the second part, has and does by these presents, grant, bargain, sell and confirm unto the said party of the second part, its successors and assigns, the following, to-wit:

All the right, title and interest of the party of the First Part in and to the storm drainage system, water distribution system, sanitary sewerage system, and road and street system (to include, without limitation, those areas marked as "Grandwood Lane", "Butternut Court", "Planetree Drive" and "Leland Drive") together with those two lots marked "Retention Area" as the same are now located and existing in Grandwood Estates Subdivision, Phase I as shown on a plat of said subdivision dated October 2, 2007 and revised March 20, 2008 which plat was prepared by Southern Land Surveyors, Inc. and which plat is recorded in the Office of the Clerk of the Superior Court of Richmond County, Georgia in Plat Book 4 at Pages 154-155.

Together with all of the necessary rights of ingress and egress for the purpose of maintaining the described storm drainage system, water distribution system, sanitary sewerage system, and road and street system. This deed is subject to any utility easements which have been granted in the past and all telephone lines, gas lines, or power lines for the transmission of electricity which has been granted in the past and the Grantor herein reserves an easement over the storm drainage system, sanitary sewerage system, and

road and street system herein conveyed for the purpose of the maintenance and installation of power lines for the transmission of electricity, telephone lines, and gas lines for the purpose of serving said subdivision and the property adjacent thereto.

TO HAVE AND TO HOLD said storm drainage system, water distribution system, sanitary sewerage system, and road and street system together with all and singular, the rights, members, appurtenances thereof to the same being, belonging, or in anywise appertaining to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns forever in fee simple.

AND the said party of the first part, its successors and assigns, will warrant and defend the right and title to the above described property, to the said party of the second part, its successors and assigns, against all claims of all persons whosoever.

IN WITNESS WHEREOF, the party of the first part has hereunto set hand and affixed their seal

the day and year first above written.

WOODCREEK, L.P.

Rema Freeman
Witness

[Signature] 6/13/08
(L.S.)
By Randy Gilbert, as General Partner

Deborah H. May
Notary Public

Accepted By Augusta Richmond County
Board of Commissioners:

State Georgia
County Columbia
June 13, 2008

As Mayor, Augusta Richmond County

Attest:

DEBORAH H. MAY
Notary Public-Columbia County, Georgia
My Commission Expires August 15, 2010

ccy
8/27/08

STATE OF GEORGIA
COUNTY OF RICHMOND

MAINTENANCE AGREEMENT

THIS AGREEMENT, entered into this day of 2008, by and between WOODCREEK, L.P., hereinafter referred to as "Developer," and AUGUSTA, GEORGIA, a political subdivision of the State of Georgia, acting by and through its Commission, hereinafter referred to as "Augusta."

WHEREAS, the Developer requested that the Augusta, Georgia, Commission accept certain roads, storm drains and appurtenances for Grandwood Estates, Phase I, as shown by deed contemporaneously tendered and **recorded** in the office of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Reel _____, page _____, and;

WHEREAS, the City has adopted a policy requiring the Developer to maintain all installations laid or installed in the subdivision for a period of eighteen months, which Augusta accepts by deed;

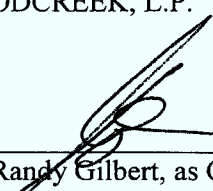
NOW, THEREFORE, in consideration of the premises, the expense previously incurred by Developer and the mutual agreements hereinafter set out, IT IS AGREED that:

- (1) The City accepts the roads and appurtenances, respectfully described in the deed contemporaneously tendered herewith to the Augusta, Georgia, Commission, recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Reel _____, page _____,
- (2) The Developer agrees to maintain all the installations laid or installed in said subdivision as described in said deed for a period of eighteen months from the date herein.
- (3) The Developer agrees that if during said eighteen month period there is a failure of the installations laid or installed in said subdivision described in the deed due to failure of material or poor workmanship, the Developer shall be responsible for adequate maintenance and repair.
- (4) In the event of such failure of the improvements, the City shall notify the Developer and set forth in writing the items in need of repair. The Developer shall present within fifteen business days its proposed plan of repair and shall have the repairs completed at a reasonable time, as determined by Augusta.
- (5) In the event of an emergency, as determined by Augusta, the Developer is unable to respond in a timely manner, the City shall be authorized to erect barricades, traffic direction devices and such other temporary measures as are necessary to remedy the emergency nature of the problem at the Developer's expense and to allow the Developer time to make the needed repairs.

(6) In the event the Developer fails to comply with the terms of this agreement, then Augusta shall proceed to have the necessary corrective work done, and the Developer agrees to be responsible to Augusta for payment in full of costs of repairing the improvements due to failure of material or poor workmanship as liquidated damages.

IN WITNESS WHEREOF, Developer has hereunto set his hand and seal, and Augusta has caused the execution of this agreement by and through its duly authorized officers and agents, with its seal affixed, the day and year first above written.

WOODCREEK, L.P.

 6/13/08
(L.S.)
By: Randy Gilbert, as General Partner

Augusta Richmond County, Georgia
Commission

_____(L.S.)
As Its Mayor

Attest: _____

 6/13/08

State Georgia
County Columbia
Notary Deborah H. May
June 13, 2008

DEBORAH H. MAY
Notary Public-Columbia County, Georgia
My Commission Expires August 15, 2010

SUBDIVISION: Grandwood Estates
Phase I

RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

WHEREAS, Grandwood Lane is an existing road in Richmond County, Georgia, open to public usage; and

WHEREAS, Richmond County desires to make Grandwood Lane a part of its County Road System.

NOW, THEREFORE, BE IT RESOLVED by the Augusta-Richmond County Commission-Council of Richmond County, Georgia, that Grandwood Lane is hereby added to its official County Road System of Record, being described as follows and as shown on the attached sketch map or plat showing the approximate alignment and location of said Road.

(a) Points of beginning and ending:

Beginning at Milledgeville Road

Extending approx. 1,200' south

(b) Length of road to nearest 1/100th mile:

0.23 mile

(c) Width & type of road surface:

31' from back of curb to back of
curb; type E asphalt

(d) Right-of-Way:

Right-of-Way varies (Portion is 60')
(from Milledgeville Rd. 150' S, right-of-way is 103' ±)

The Augusta-Richmond County Commission-Council is hereby directed to forward a certified copy of this resolution to: Georgia Department of Transportation, Road Inventory Section District 2, Post Office Box 8, Tennille, Georgia 31089.

Adopted this _____ day of _____, 20____.

AUGUSTA, GEORGIA

BY: _____
As Its Mayor

Attest: _____
Clerk of Commission

Handwritten signature

SUBDIVISION: Grandwood Estates
Phase I

RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

WHEREAS, Butternut Court is an existing road in Richmond County, Georgia, open to public usage; and

WHEREAS, Richmond County desires to make Butternut Court a part of its County Road System.

NOW, THEREFORE, BE IT RESOLVED by the Augusta-Richmond County Commission-Council of Richmond County, Georgia, that Butternut Court is hereby added to its official County Road System of Record, being described as follows and as shown on the attached sketch map or plat showing the approximate alignment and location of said Road.

- (a) Points of beginning and ending:
Beginning at Grandwood Lane
Extending approx. 200' E to and
including cul-de-sac
- (b) Length of road to nearest 1/100th mile:
0.04 mile
- (c) Width & type of road surface:
31 feet from back of curb to
back of curb; type E asphalt
- (d) Right-of-Way:
60 foot

The Augusta-Richmond County Commission-Council is hereby directed to forward a certified copy of this resolution to: Georgia Department of Transportation, Road Inventory Section District 2, Post Office Box 8, Tennille, Georgia 31089.

Adopted this _____ day of _____, 20____.

AUGUSTA, GEORGIA

BY: _____
As Its Mayor

Attest: _____
Clerk of Commission

Handwritten signature: CBS 5/27/08

SUBDIVISION: Grandwood Estates
Phase I

RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

WHEREAS, Planetree Drive is an existing road in Richmond County, Georgia, open to public usage; and

WHEREAS, Richmond County desires to make Planetree Drive a part of its County Road System.

NOW, THEREFORE, BE IT RESOLVED by the Augusta-Richmond County Commission-Council of Richmond County, Georgia, that Planetree Drive is hereby added to its official County Road System of Record, being described as follows and as shown on the attached sketch map or plat showing the approximate alignment and location of said Road.

- (a) Points of beginning and ending:
Beginning at Grandwood Lane

Extending approx. 880' E, NE &
then SE to Leland Drive
- (b) Length of road to nearest 1/100th mile:

0.17 mile
- (c) Width & type of road surface:

31' from back of curb to back of
curb; type E asphalt
- (d) Right-of-Way:

60 foot

The Augusta-Richmond County Commission-Council is hereby directed to forward a certified copy of this resolution to: Georgia Department of Transportation, Road Inventory Section District 2, Post Office Box 8, Tennille, Georgia 31089.

Adopted this _____ day of _____, 20____.

AUGUSTA, GEORGIA

BY: _____
As Its Mayor

Attest: _____
Clerk of Commission

Handwritten signature/initials
8/7/08

SUBDIVISION: Grandwood Estates
Phase I

RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

WHEREAS, Leland Drive is an existing road in Richmond County, Georgia, open to public usage; and

WHEREAS, Richmond County desires to make Leland Drive a part of its County Road System.

NOW, THEREFORE, BE IT RESOLVED by the Augusta-Richmond County Commission-Council of Richmond County, Georgia, that Leland Drive is hereby added to its official County Road System of Record, being described as follows and as shown on the attached sketch map or plat showing the approximate alignment and location of said Road.

- (a) Points of beginning and ending:
Beginning at approx. 60' SW of Planetree Dr.

Extending approx. 400' NE & N
to & including cul-de-sac
- (b) Length of road to nearest 1/100th mile:
0.08 mile
- (c) Width & type of road surface:
31' from back of curb to back of
curb; type E asphalt
- (d) Right-of-Way:
60 foot

The Augusta-Richmond County Commission-Council is hereby directed to forward a certified copy of this resolution to: Georgia Department of Transportation, Road Inventory Section District 2, Post Office Box 8, Tennille, Georgia 31089.

Adopted this _____ day of _____, 20____.

AUGUSTA, GEORGIA

BY: _____
As Its Mayor

Attest: _____
Clerk of Commission

CS
8/27/08

STATE OF GEORGIA)
COUNTY OF RICHMOND) **DEED OF DEDICATION (UTILITY)**
 FOR GRANDWOOD ESTATES, PHASE I

THIS INDENTURE, made and entered into this _____ day of _____, 2008 between the **Woodcreek, L.P., Grandwood Estates, Phase I** hereinafter referred to as the Party of the First Part, and **AUGUSTA, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as the Party of the Second Part;

WITNESSETH:

THAT SAID UTILITY PIPELINES, herein described, have been inspected by the Augusta Utilities Department and accepted on _____ day of _____; and

THAT the said Party of the First Part, for and in consideration of the sum of Ten Dollars and no/100 (\$10.00) in cash to it in hand paid by the Party of the Second Part, the receipt of which is hereby acknowledged, at and/or before the sealing and delivery of these presents, and other good and valuable considerations, has granted, bargained, sold, released, conveyed and confirmed unto the said Party of the Second Part, its successors and assigns the following described property, to-wit:

A TWENTY FOOT - EASEMENT IN PERPETUITY – CENTERED OVER PIPELINE UNDER, ACROSS AND THROUGH the approximately marked strips of land, together with the pipelines and appurtenances located therein, which are delineated on a plat prepared for Woodcreek, L.P. by Southern Land Surveyors, Inc. and Associated dated Decmber 21, 2007 revised date N/A, which plat reference is made for a more complete and accurate

description as to the metes, bounds and location of said easements, and said plat has been attached hereto and by reference made a part thereof;

SAID EASEMENT BEING IN THE NATURE of a right-of-way for the purpose of laying, relaying, installing, extending, adding, expanding, operating, repairing, and maintaining pipelines transporting and arrying utility services, the same hereinafter being referred to as the "**PROJECT**;"

TOGETHER WITH THE RIGHT, when construction or maintenance is necessary, to dig such trenches in said property, as may be necessary for the project; to pile thereon the material excavated, and to haul pipe, supplies and equipment connected with the construction and maintenance thereof, over, along, and across the said property, along with the free right of ingress and egress to and from said permanent easements for these purposes.

THE PARTY OF THE FIRST PART, its successors, legal representatives, and assigns, does also grant, bargain, sell and convey unto Augusta, its successors and assigns, the right, but not the duty, to clear, and keep clear, all trees, undergrowth and other obstructions from said permanent easement, along with the free right of ingress and egress to and from said permanent easements for these purposes.

THE PARTY OF THE FIRST PART, its successors, legal representatives, and assigns does agree that no other utilities may be constructed within the aforesaid easements in perpetuity.

THE PARTY OF THE FIRST PART, its successors, assigns and legal representatives, after the completion of this Project, shall have the right to use said parcels of land in any manner not inconsistent or interfering with the rights herein granted, excluding, however, the right to plant thereon any trees or other vegetation that may interfere with the laying, relaying, installing, extending, operating, repairing and maintaining of pipelines transporting and carrying utility services and the right to erect, construct or maintain thereon any buildings, structures, or other permanent improvements.

TO HAVE AND TO HOLD the aforesaid rights, ways, easements, privileges and appurtenances unto the said Party of the Second Part, its successors and assigns, in perpetuity.

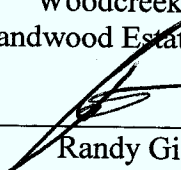
AND THE SAID PARTY OF THE FIRST PART, its successors, legal representatives, and assigns, shall and will forever warrant and defend unto the Party of the Second Part, his successors and assigns, the rights, ways, and easements, privileges, and appurtenances conveyed herein, against the claim or claims of any person or person whomsoever.

WHENEVER there shall be more than one grantor, the phrase "Party of the First Part" and all related pronouns, related pronouns and verbs shall read as if written in the plural form. When the grantor is an individual, all such phrases, related pronouns and relative pronouns shall be read as if written in the feminine, masculine, or neuter, and the word "heirs" shall be substituted for the word "successors" at the appropriate place or places.

IN WITNESS WHEREOF, the said Party of the First Part has caused these presents to be executed the day and year first above written as the date of these presents.

SIGNED, SEALED, AND DELIVERED in our presence:

Woodcreek, L.P.
Grandwood Estates, Phase I

By:  6/13/08
Randy Gilbert

As Its: Owner/Developer

 6-13-08
Witness


Notary Public

My Commission Expires My Commission Expires Aug. 21, 2011
Notary Public, Columbia County, Georgia

(SEAL)

Attest: _____

As Its: _____

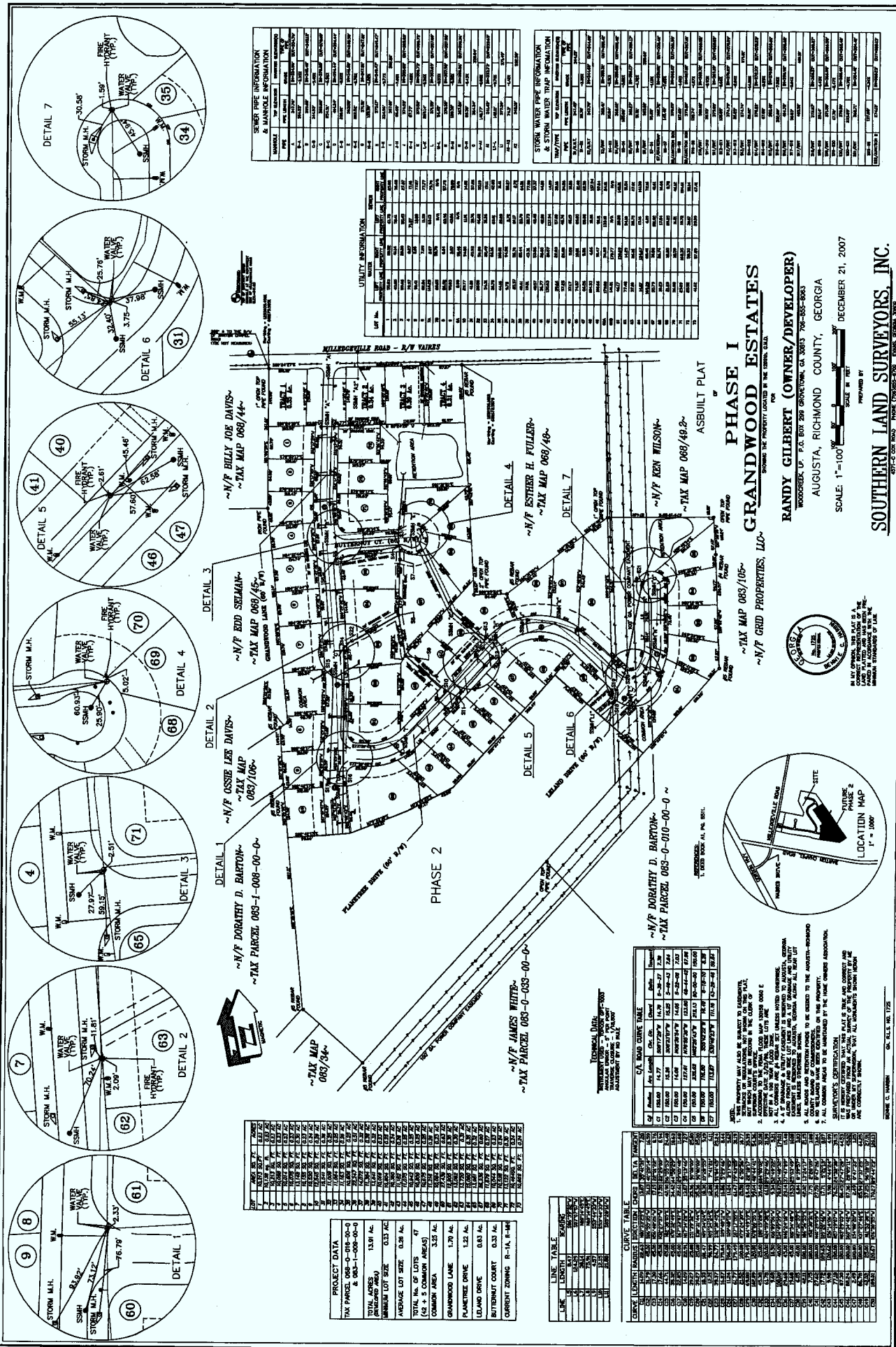
Accepted by:
AUGUSTA, GEORGIA

By: _____
As Its Mayor

Attest: _____
Clerk of Commission

(SEAL)





STATE OF GEORGIA
COUNTY OF RICHMOND

MAINTENANCE AGREEMENT
FOR GRANDWOOD ESTATES, PHASE I (Utility Water & Sewer)

THIS AGREEMENT, entered into this ____ day of _____, 2008, by and between the **Woodcreek, L.P., Grandwood Estates, Phase I** hereinafter referred to as the "**DEVELOPER**", and **AUGUSTA, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as the "**CITY**."

WHEREAS, the **DEVELOPER** requested that the **Augusta, Georgia** accept certain sewer lines, water lines and mains or mains, pipes, valves, and connections, and appurtenances for the subdivision, as shown by deed contemporaneously tendered and recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Reel _____ Page _____ ; and

WHEREAS, the **CITY** has adopted a policy requiring the **DEVELOPER** to maintain all installations laid or installed in the subdivision for a period of eighteen months, which the **CITY** accepts by deed;

NOW, THEREFORE, in consideration of the premises, the expense previously incurred by the **DEVELOPER** and the mutual agreement hereinafter set out, **IT IS AGREED** that:

(1) The **CITY** accepts certain sewer lines, water lines and mains or mains, pipes, valves, and connections, and appurtenances for the subdivision, respectively described in the deed contemporaneously tendered herewith to the Augusta-Richmond County Commission, recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Reel _____ Page _____ .

(2) The **DEVELOPER** agrees to maintain all the installations laid or installed in said subdivision as described in said deed for a period of eighteen months from the date herein.

(3) The **DEVELOPER** agrees that, if during said eighteen month period there is a failure of the installations laid or installed in said subdivision described in the deed due to failure or poor workmanship, the **DEVELOPER** shall be responsible for adequate maintenance and repair.

(4) In the event of such failure of the improvements, the **CITY** shall notify the **DEVELOPER** and set forth in writing the items in need of repair. The **DEVELOPER** shall present, within fifteen business days, its proposed plan of repair and shall have the repairs completed in a reasonable time, as determined by the **CITY**.

(5) If, in the event of an emergency, as determined by the **CITY**, the **DEVELOPER** is unable to respond in a timely manner, the **CITY** shall be authorized to erect barricades, traffic direction devices and such other temporary measures as are necessary to remedy the emergency nature of the problem at the **DEVELOPER'S** expense and allow the **DEVELOPER** time to make the needed repairs.

(6) In the event the **DEVELOPER** fails to comply with the terms of this agreement, then the **CITY** shall proceed to have the necessary corrective work done, and the **DEVELOPER** agrees to be responsible to the **CITY** for payment in full of costs of repairing the improvements due to failure of material or poor workmanship as liquidated damages.

IN WITNESS WHEREOF, the **DEVELOPER** has hereunto set his hand and seal and the **CITY** has caused the execution of this agreement by and through its duly authorized officers and agents, with its seal affixed, the day and year first above written.

SIGNED, SEALED, AND DELIVERED DEVELOPER in our presence:

Woodcreek, L.P.
Grandwood Estates, Phase I

Debbie Shana 6-13-08

Witness

AS it's
Owner/Developer

[Signature] 6/13/08
Randy Gilbert

Notary Public

Cap. R. [Signature]

My Commission Expires

Notary Public, Columbia County, Georgia
My Commission Expires Aug. 21, 2011

Augusta, Georgia

By: _____

As Its Mayor

Attest: _____

Administrator

086
8/27/08



**Engineering Services Committee Meeting
9/29/2008 1:30 PM
Judicial Center Utility Relocation**

Department: Public Services Department - Facilities Management Division

Caption: Approve proposals from Georgia Power and AT&T for relocation of existing utility services at the Judicial Center Site.

Background: Various options for relocating existing overhead utility lines at the site of the new Judicial Center were evaluated and reviewed with the Judicial Center Committee.

Analysis: Following review of options with the Judicial Center Committee, and negotiations with Georgia Power and AT&T, preliminary Letters of Agreement have been signed by representatives of Georgia Power and AT&T, for the work described in the referenced letters attached hereto. The utility relocations will result in a more aesthetically-pleasing site with minimal interference with the new construction. The relocations involve work on James Brown Boulevard, Walton Way, 10th Street, Fenwick and Talcot Streets. This work will also entail granting of an easement to Georgia Power along Fenwick Street.

Financial Impact: A total fee of \$234,000.00: Georgia Power costs of \$200,000.00 NTE AT&T costs of \$34,000.00 FUNDS ARE AVAILABLE IN ACCOUNT: Judicial Center:GL -324-05-1120; JL - 201150500

Alternatives: 1. Approve Proposals from Georgia Power and AT&T for Relocation of Existing Utility Services at the Judicial Center Site. 2. Leave existing aerial utility services in place

Recommendation: #1. Approve Proposals from Georgia Power and AT&T for Relocation of Existing Utility Services at the Judicial Center Site.

Funds are Available in the Following Accounts: FUNDS ARE AVAILABLE IN ACCOUNT: Judicial Center: Account #324051120/201150500

REVIEWED AND APPROVED BY:

**Finance.
Procurement.
Administrator.**

Cover Memo

Item # 12

**AUGUSTA RICHMOND COUNTY CAPITAL IMPROVEMENTS
HEERY INTERNATIONAL, INC., PROGRAM MANAGER**

August 21, 2008

AUG 26 2008

AUG 26 2008

Mr. Austin Sapp
AT&T Inc.
3841 Wrightsboro Road
Augusta, Georgia 30909

RE: Modifications to Telecomm Facilities Associated with ARC Judicial Center

Dear Mr. Sapp:

Pursuant to our discussions regarding telecomm facility modifications associated with the referenced project, I would like to summarize our understanding of the scope of work, time frame and the cost of that work to Augusta. The work will generally consist of:

Step 1: Removal of existing, inactive, aerial facilities along Fenwick and Talcot Streets, between 10th Street and James Brown Boulevard. Following receipt of payment, this work will commence and should take no more than a few weeks to complete.

Step 2: Re-route of service south of Walton Way. This will feed the Judicial Center site from a different direction and relocate existing aerial lines underground along Walton Way. This will enable the later removal of your aerial facilities along James Brown Boulevard (the eastern perimeter of our site). The work south of Walton Way will be performed over a period of approximately 6 months at no cost to Augusta. The work is tentatively scheduled to occur from November, 2008 through May, 2009.

Step 3: Replacement of existing aerial facilities along James Brown Boulevard with underground facilities, between Walton Way and the Augusta Canal. This phase, which will complete your work, is scheduled to occur in the May-June, 2009 timeframe.

AT&T proposes to perform the work described herein, for a lump sum fee of \$34,000.00, which will be paid in full prior to commencing work

If this letter accurately describes the work to be done, along with the associated payment due to AT&T, please so designate by signature in the space provided below.

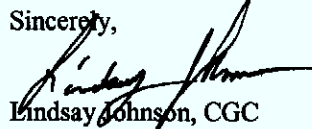
Thanks for your diligent assistance.

Agreed:


Name & Title

MGR OPS Prog + DESIGN

Sincerely,


Lindsay Johnson, CGC
HEERY INTERNATIONAL, INC.
ARC Capital Improvements

C: Fred Russell, Bob Munger

**AUGUSTA RICHMOND COUNTY CAPITAL IMPROVEMENTS
HEERY INTERNATIONAL, INC., PROGRAM MANAGER**

SEP 02 2008

August 29, 2008

Ms. Wendy Brown
Distribution Engineer
Georgia Power Company Inc.
2103 North Leg Road
Augusta, Georgia 30909

RE: Modifications to Power Distribution Facilities Associated with ARC Judicial Center

Dear Ms. Brown:

Pursuant to our discussions regarding power distribution systems modifications associated with the referenced project, I would like to summarize and document our understanding of the scope of work, time frame and the cost of that work to Augusta. The work will generally consist of:

On Fenwick Street, between James Brown Boulevard and 10th Streets: Remove existing wooden poles and mid-level, aerial facilities. Relocate conductors into a subsurface, concrete duct line.

On 10th Street, from Fenwick to Walton Way: Remove existing wooden poles and aerial power lines on the east side of 10th Street and set new poles and aerial power lines on the west side of 10th Street. This includes relocating the service for the business at 1001 Walton Way.

On Talbot Street, between James Brown Boulevard and 10th Street: Remove inactive aerial power lines from AT&T poles.

On Walton Way between James Brown Boulevard and 10th Street: Remove wooden poles and aerial power lines and facilities from the north side of Walton Way. Install new aerial power lines along the south side of Walton Way, utilizing existing Georgia Power poles.

Augusta will provide Georgia Power with an easement for the Fenwick Street duct line, and establish a Purchase Order, payable to Georgia Power, for work and compensation in accordance with this letter.

Georgia Power proposes to perform the work described herein, for a not to exceed fee of \$200,000.00, which will be paid upon completion of the work. The work is expected to take 4 to 6 weeks, and commence within 4 weeks of receipt of the Purchase Order and easement. The \$200,000.00 cap is fixed for 90 days from the date signed below.

If this letter accurately describes the work to be done, along with the associated payment due to Georgia Power, please so designate by signature in the space provided below.

Thanks for your diligent assistance.

Agreed:

Wendy Brown
Name & Title8/29/08
Date

Sincerely,

Distribution Engineer
Georgia Power Company

Lindsay Johnson, CGC
HEERY INTERNATIONAL, INC.
ARC Capital Improvements

C: Fred Russell, Bob Munger

501 Greene Street Suite 313 Augusta, GA 30901
(706) 842-5543



Engineering Services Committee Meeting

9/29/2008 1:30 PM

Motion to Approve Execution of a Contract With the Selected Architects for the TEE Center

Department:	Administration
Caption:	Motion to approve execution of a contract with TVS Associates, Inc. for architectural and engineering design consulting services associated with the new TEE Center.
Background:	The TEE Center project was approved by voters in the SPLOST V referendum. Major project milestones completed to date include completion of a market feasibility and programming study, selection of a location and completion of an Operations Agreement between Augusta and Augusta Riverfront, LLC.
Analysis:	TVS is an internationally-recognized, Georgia-based firm with expertise in trade and convention centers. Having prepared the programming study for the TEE Center, they are uniquely qualified to design the project.
Financial Impact:	Fees for the services will be based on a percentage of the construction cost, with the final fee “locked-in” once the construction budget is set. The project has a total of \$20 million in funds. Because this funding has to cover construction, land acquisition, land development, architectural fees, project management fees, furnishings, specialty consultants and contingencies, the construction cost component is expected to be in the range of \$14-16 million, absent additional funding. The Architect’s contract will include compensation provisions that utilize a sliding scale as a percentage of the construction contract award price. This will facilitate an adjustment to the architect’s fees to the exact construction contract amount, and recognize that the project budget may increased by supplemental funding. Should the overall project funding level remain at \$20 million, the construction budget is forecast to be approximately \$15 million, with an architect’s fee of 8.9%, or \$1,339,500. Other funding and fee scenarios are attached hereto. The construction budget will become established early in the design process, at which time the compensation provision will be converted to a lump sum amount based on the percentage stated above. In addition to the above an allowance of Fifty Thousand Dollars (\$50,000.00) will be included for reimbursable expenses.
Alternatives:	Advertise for procurement of architectural services.
Recommendation:	Approve execution of a contract with TVS Associates. The firm is a leader in the design of exhibition centers and is familiar with the project. Selecting another firm would likely delay the project by 4-6 months.

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

Funds are available in the following accounts: SPLOST V

REVIEWED AND APPROVED BY:

**Administrator.
Clerk of Commission**

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: September 5, 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 with its origin the January 15, 2008 Building Program, but to be specifically determined through a conceptual study period.

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Exhibit A	Basic Services
Exhibit B	Program of Requirements
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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:	skimsey@heery.com		
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:	amclean@tvsa.com		
Phone:	404-946-6618	Cell:	404-788-6600
		Fax:	770-682-4618

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 coordinated and adequate for construction and shall be in conformity and comply with all applicable law, codes and regulations as required by the standard of care;
- 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 hand delivered. All notices shall be given to Roger L. Neuenschwander by a standard courier service at the addresses set forth above. Notices that are hand delivered shall be deemed given the next business day following the date of delivery.

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 purpose of this Contract, 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. CCAP includes all costs of the work including CM's General Conditions and fee.

- 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. The term "Contractor" shall be understood to be equivalent in meaning to the term "CM at Risk".
- 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, which is the product from the conceptual study period.
- 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 construction administration 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. 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. The Architect can rely on the accuracy of this information.
- 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. Architect shall provide Owner with statement assuring design of roofing system to construction industry in the state of Georgia standard of care.
- 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.
- 6.1.18 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.

ARTICLE 7 DESIGN NOT TO EXCEED

- 7.1 Owner's Budget - The Architect understands and acknowledges that the Owner will establish a budget for the Project during the conceptual study period. When the Construction Contract Award Price (CCAP) is established, it becomes a part of this contract. This figure includes projected construction cost escalation, and is based upon a Guaranteed Maximum Price contract award.
- 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. The Owner's Representative to provide cost estimating during the Conceptual Study Period. The CM at Risk will be retained to provide pre-construction services which include estimating the remaining phases of the project.
- 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.
 - 7.3.5.4 the Owner will reasonably cooperate in identifying cost cutting measures.

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 set based on a sliding scale as a percentage of the CCAP. It is understood that the CCAP could range between Fourteen Million Dollars (\$14,000,000.00) and Thirty Million Dollars (\$30,000,000.00). Compensation as a percentage of the budget would vary along a sliding scale from 9.0% at a budget of Fourteen Million Dollars (\$14,000,000.00) to 7.9% at a budget of Thirty Million Dollars (\$30,000,000.00). After the CCAP is established in the conceptual study period, compensation will be converted to a lump sum amount based on the percentage stated above. In addition to the above an allowance of Fifty Thousand Dollars (\$50,000.00) will be included 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 unless designed by the Architect.
 - 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 commensurate adjustment to the compensation will be negotiated.

- 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 through negotiation 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) 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 (for add services if needed), and certifications that all consultants and subconsultants have been paid, and other documentation as requested by the Owner.

Phase	Phase Value	Percentage Complete
Conceptual Study Period	Not to Exceed \$35,000.00	
Design Narrative/Schematic Design	15%	15%
Design Development	20%	35%
Construction Document	35%	70%
Permitting and Bidding/Negotiation	5%	75%
Construction	24%	99%
Final Completion	1%	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 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, telecommunications and facsimile, USGBC registration, and handling of Drawings and Specifications, beyond those for the

Architect's and subconsultants' use. It is the Owner's intent to pay the cost for reproductions for drawings and specification releases for design and construction directly.

- 8.2.4 If the Project is suspended for more than four (4) 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 six (6) 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 (to be negotiated at time of request) 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. No obligations under this Agreement shall extend beyond the period when the applicable statutes of

limitations or repose would bar the institution of legal proceedings arising out of the services performed hereunder.

- 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 Architect agrees to exercise diligence in the performance of its services consistent with the agreed upon project schedule, subject however, to the exercise of the generally accepted standard of care for performance of such services.

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 as-built drawings and specifications 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 Architect shall provide documents so that the CM at Risk may 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, consultant authorized to act on the Owner's behalf, and their employees from and against all claims, damages, losses and expenses, including but not limited to reasonable attorney's fees, to the extent caused by (1) the Architect's negligent 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 and caused by any negligent act or omission of the Architect, anyone directly employed by the Architect or anyone for whose acts the Architect is legally 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.
- 12.4 In no event shall either party be liable to the other for any indirect, incidental, or consequential damages of any kind or nature.

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 matter may be referred to a mutually agreed upon dispute settlement process.
- 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 with respect to it's compensation 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 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. In recognition that all materials turned over under this Article may not be complete, the Owner agrees to defend, indemnify, and hold harmless the Architect from and against any and all liability, damages, expenses, and costs (including reasonable attorneys' fees), arising from or related to the use or modification of materials originally prepared by the Architect under this Agreement. This indemnity shall apply to use of the Architect's materials on this or any other project. The Owner shall also remove or obscure all marking on any documents or material prepared by the Architect that are sufficient to identify Architect as the author thereof.

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 or the Owner 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 against any liability resulting from 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 specifically advised as "confidential" by the Owner and provided to the Architect in the course of the Architect's professional services hereunder, as strictly confidential, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. 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)

Roger L. Neuenschwander

(Name)

(Name)

President

(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 Conceptual Study Period 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.

Conceptual Study Period: The Architect shall provide the Owner with an evaluation of the existing building program and recommended modification/selective implementation of the existing building program to bring the program in line with the CCAP approved by the Owner. Deliverables shall include: a. Recommended program alternatives to meet the CCAP with advantages and disadvantages, b. A modified Building Program approved by the Owner, c. Conceptual site plan and building plan sketches of the modified program. Architect shall not move into design until the building program and CCAP are approved. The Owner's Representative will provide cost estimating to determine that the Program is within the CCAP.

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 observe 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 all Project geotechnical, Hazardous Substance, structural, chemical, electrical, mechanical and construction materials tests, investigations and recommendations;
 - vi. Review 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 such 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 a complete set of the drawings and other documents for approval by the Owner in an uneditable electronic media.
 - 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 documents and make presentations to Augusta 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 concepts, materials and work to be included in the construction contracts. Further, the report should include any pertinent 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. The Architect shall include as part of his submittal a statement that to the best of his knowledge and belief the documents incorporate the design standards conveyed by the Owner during this phase of design.
- f. The Architect shall submit a statement indicating that local governing authorities are aware of the project, and the necessary requirements of such agency will be met to the best of his knowledge and belief.
- 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 estimates 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.
- 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 Augusta Georgia on their website.
- k. The Architect shall provide in-progress sketches, at each phase of the design, mounted on presentation boards for display in the Main Lobby of the existing Municipal Building.
- 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 concepts, 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. The Architect shall include as part of his submittal a statement that to the best of his knowledge and belief the documents incorporate the design standards conveyed by the Owner during this phase of design.
- d. The Architect shall submit the final Design Development package, pertinent 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 a complete set of the drawings and other documents for approval by the Owner in an uneditable electronic media. 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. Plans shall show typical furniture layouts associated with an exhibit type facility.
 - 8. Finish schedule identifying all finishes.
 - 9. Preliminary door and hardware schedule showing final quantity plus type and quality levels.
 - 10. Virtually complete site plan including grading and drainage.
 - 11. Preliminary development of details, including millwork details and large scale blow-ups.
 - 12. Legend showing all symbols used on drawings.
 - 13. Outline of materials to be specified in the CD phase.
 - 14. 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 (mains only).
4. Above ceiling and/or mechanical room layouts to verify all, structural, mechanical, plumbing, electrical and fire protection systems fit in available spaces.
5. Typical devices in ceiling located in public spaces.
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. Power consuming equipment and load characteristics.
2. Electric load estimate.
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 Augusta 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 Municipal Building.

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 CM at Risk contract for construction is anticipated for the project.
- 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 equal only in accordance with State law.
- f. 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.
- g. 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 a set of preliminary Construction Documents at the stage of 60% completeness along-with a written report in an uneditable electronic media. 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 Augusta 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, Audio/Video, 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 performance based design.
- ix. Sustainability/LEED
 - 1. Update LEED Score Sheet.
 - 2. Document LEED point items per USGBC requirements.
 - 3. Incorporate LEED requirements in Construction Documents.
- h. 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.
- i. 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 coordinated package, suitable for bidding distribution.
- j. The Architect shall participate in such reviews and meetings as are necessary for the project to conform to applicable codes and applicable 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.
- k. The Architect shall provide necessary information for the CM at Risk to 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.
- l. At the completion of the construction documents phase, the Architect shall submit to the Owner a set of 100% complete documents prepared by the Architect for final Construction Documents Phase submittal which shall include the final working drawings and specifications in an uneditable electronic media.

- m. The Architect shall include as part of his submittal a statement that to the best of his knowledge and belief the documents incorporate the design standards conveyed by the Owner during this phase of design.
- n. 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).
- o. The Architect shall provide electronic images (in pdf format) at each phase of the design for use by Augusta Georgia on their website.
- p. 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 Municipal Building.

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 Owner's Representative shall coordinate the bidding documents distribution.
- c. The Architect shall provide necessary documents to the CM at Risk to 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 five (5) 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 assist the Owner's Representative reviewing the CM at Risk's 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 pursuant to Article 7.3, as may be necessary to obtain price(s) within the approved CCAP or price(s) acceptable to the Owner. The Owner will make decisions to assist in re-design. 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 CM at Risk or at 3 months from the date of substantial completion, whichever comes first.
- 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 CM at Risk for various portions of the work.
- c. The Owner's Representative shall require the CM at Risk to prepare a submittal schedule stating when the CM at Risk proposes to provide submittals to the Architect. The Architect will review and together with the CM at Risk agree upon a final submittal schedule. The Architect shall review and approve shop drawings, samples, and other submissions of CM at Risk as well as the Work performed by the CM at Risk 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 based upon the above submittal schedule, and 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 CM at Risk 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 review, process, and recommend, 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 have reviewed the Contractor's proposal and we have determined that the cost 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, 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. 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 bi-monthly. Each applicable engineering discipline, as required by the Owner's Representative, shall make periodic visits, during the course of work applicable to its discipline. During critical work phases, each engineering discipline may be required to make periodic visits bi-monthly. The engineering disciplines shall prepare and submit a report on each visit, submitted via the Architect to the Owner's Representative within five (5) working days of the visit.

- r. The Architect shall render written field reports relating to the periodic visits and observations of the Project within five (5) working days to the Owner's Representative in the form required by the Owner's Representative.
- s. The Architect shall attend Bi-Monthly construction progress meetings attended by the Owner's Representative and representatives of the Contractor. The Architect shall render written field reports during the construction administration phase, within five (5) 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 but not the duty 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 generally 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. Neither this authority, nor the decision to exercise or not exercise such authority shall give rise to a duty or responsibility of the Architect for site safety, construction means, methods or techniques, create an express or implied duty or responsibility

to the CM at Risk, Subcontractor's, or material and equipment suppliers.

- w. The CM at Risk 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 CM at Risk notifies the Architect that the Work is substantially complete and provides the Architect with the CM's punch-list, the Architect and its consultants shall review 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 review and prepare a punch list on any portion of the Work.
- b. The Architect shall be available to address CM questions 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/warranties, 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.
- 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 one (1) Final Completion inspection is required, through no fault of the Architect, the additional inspection may be deemed additional services.
- f. The CM at Risk shall provide the Architect drawings, prints, and other data necessary for the accurate preparation of the record drawings.
- g. 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.
- h. 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 represents that (a) it is an experienced and duly licensed firm or individual having the ability and skill necessary to perform 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) will become familiar with 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, 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 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 drawings, specifications and other documents prepared by the Architect shall be prepared to meet, reflect and incorporate 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 adequate for their intended use, 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.
- 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. The Architect shall review the Owner provided cost estimates and provide input to the Owner with regards to the design and estimate as to his belief to the best of his knowledge and belief 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, to the best of our knowledge, information and belief, 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.

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 agreed with the Owner. Such meetings shall include:

- i. Architect Orientation.
 - 1. Pre-design conferences.
 - 2. Pre-design Project Analysis Sessions.
 - 3. Design conferences.
 - 4. Public Presentations – The Architect shall prepare for and participate in up to six (6) public presentations to the County Commission, 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.
 - 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 Project Design conferences and distributing same to all participants. The Architect shall prepare and distribute meeting minutes within five (5) working days after each meeting.
- 11. Not Used.
- 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. The results of the Conceptual Study Period may alter this listing of consultants.
 - 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 Building Department, Development Department, Augusta 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 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 five (5) working days after each inspection.
- h. The maximum drawing sheet size is to be 30" X 45".

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 goal shall be to 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 of a high 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. 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. It is understood, however, that LEED certification is a subjective interpretation that depends, in addition to the design elements, on the intended use of the project. Accordingly, the Architect cannot guarantee that the project will achieve a particular LEED certification, as certain relevant criteria are beyond the Architect's ability to control.

- d. The LEED-NC Version 2.2 is applicable to this project.
- e. The Owner shall provide LEED commissioning services for LEED certification.

Exhibit B
Program of Requirements

See Attachment which includes as its origin the revised January 15, 2008 Augusta Trade, Exhibit and Event Center Building Program. Program shall be specifically determined through the Conceptual Study Period.

Exhibit C Schedule

The Architect agrees to the following schedule for the design of the project. The schedule anticipates the following milestone dates:

Milestone Dates	
Activity	Due Date
Notice to Proceed	October 1, 2008
Conceptual Study Period	October 30, 2008
LEED Workshop/Program Verification	November 3, 2008
Design Narrative and Final Design Schedule	November 20, 2008
Schematic Design Phase – Notice to Proceed	December 3, 2008
CM at Risk Notice to Proceed	December 3, 2008
Schematic Design Phase – Submittal	January 19, 2009
Design Development Phase – Notice to Proceed	February 2, 2009
Design Development Phase – Submittal	March 23, 2009
60% Construction Document Phase – Notice to Proceed	April 6, 2009
60% Construction Document Phase – Submittal	May 25, 2009
100% Construction Document Phase – Notice to Proceed	June 15, 2009
100% Construction Document Phase – Submittal Site Development Package Deep Foundation Package Structural Foundation and Framing Package Building Package(s)	Coordinated Dates with CM at Risk
Permit Drawing Submittal	Coordinated with CM
Contractor Proposals Due	Coordinated with CM
Substantial Completion	January 2011

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 or equivalent
 - Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04 or equivalent)
 - Additional Insured Endorsement (with a modification for completed operations) forms G17957G and G134802A or equivalent.
 - 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)
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 claim / \$2,000,000 per aggregate.
 - Insurance company must be authorized to do business in the State of Georgia
5. Augusta 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 Owner 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 Owner.
11. Except for Professional Liability Insurance coverages, 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 Owner 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 and Owner shall agree to waive all rights of subrogation against the other as well as, its officers, officials, employees, Owner's Representatives and volunteers from losses arising from work performed by the Architect.
14. The Architect shall make available to the Owner, through its records or records of their Insurer, information regarding a specific claim (pertinent to the Architect's work for the Owner). Any loss run information available from the Architect or their insurer will be made available to the Owner 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 Architect's industry.
18. Evidence of such insurance shall be furnished to the Owner, and the Owner shall receive thirty (30) 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, so long as such insurance is commercially available and reasonably affordable.
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, had the required insurance or insurance coverage been in force. 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 to the best of my knowledge, information, and belief, 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

Project:	Augusta Trade, Exhibit and Event Center
Project #:	TEE-1
Services	Professional Architectural Services
State of:	Georgia
County of:	

I, _____ being first duly sworn, deposes and says that he/she is _____ 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 Augusta 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.

This _____ day of _____, 20____.

Signature

Title

Firm

Personally before me, the undersigned authority appeared who is known to me to be an official of the firm stated above and after being duly sworn, stated on his or her oath that he or she had read the above statement and that the same is true and correct

(Seal)

Notary Public

My Commission Expires

Exhibit G
Construction Contract

TEE Center Architect's FEE Scenarios, with Various Total Project Funding Limits.

Total Project Budget	Construction Budget	Architect's Fee Percentage	Architect's Fee
\$20,000,000	\$15,000,000	8.9%	\$1,339,500
\$25,000,000	\$18,750,000	8.67%	\$1,625,719
\$30,000,000	\$22,500,000	8.42%	\$1,894,500
\$40,000,000	\$29,900,000	7.9%	\$2,370,000



Engineering Services Committee Meeting

9/29/2008 1:30 PM

Naming of new Administration and Filter Building at the Highland Ave.

Department:	Utilities
Caption:	Authorize Augusta Utilities Department to name the new administration and filter building at the Highland Ave. Water Treatment Plant in honor of Alfred T. Griffin, Sr.
Background:	The Augusta Utilities Department is well on the way to completing of portions of the construction at the Highland Ave. Water Treatment Plant. The completion of this Project will be a milestone in the infrastructure improvements for the citizens of Augusta.
Analysis:	Augusta will be commissioning portions of the Highland Ave. Water Treatment Plant in the summer of 2009. AUD would like to recognize the commitment and dedication of one of its long time employee's, Mr. Alfred Tyrone Griffin, Sr. Alfred served as Superintendent at the Highland Ave Plant until his death in November 2007. The action of naming a building at the Highland Ave. complex for a past employee is not a new one; the first filter building is currently named for a past superintendent, Mr. Grover Cushman
Financial Impact:	No funds are required with the approval of this agenda item.
Alternatives:	No alternatives are recommended.
Recommendation:	We recommend the Commission authorize the naming of the new administration and filter building at the Highland Ave. Water Treatment Plant in honor of Alfred T. Griffin, Sr.
Funds are Available in the Following Accounts:	No funds are required with this agenda item.

REVIEWED AND APPROVED BY:

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

Cover Memo

Item # 14



**Engineering Services Committee Meeting
9/29/2008 1:30 PM
Southampton Section 4-A**

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

Caption: Approve the deeds of dedication, maintenance agreements, and road resolutions submitted by the Engineering and Augusta Utilities Departments for Southampton Section 4-A.

Background: The final plat was approved by the Commission on September 18, 2007 . The subdivision design and plat, including the storm drain system, have been reviewed and accepted by our engineering staff and the construction has been reviewed by our inspectors. The Utilities Department has inspected and reviewed the water and sanitary sewer installations, and hereby requests acceptance of the utility deed and maintenance agreement of same.

Analysis: This section meets all codes, ordinances and standards. Portions of this subdivision lie within the jurisdiction boundaries of the Corps of Engineers wetlands, which are noted on the final plat. Acceptance of said utility deed shall dedicate, as required, the water and sanitary sewer mains along with the applicable easements to Augusta, Georgia, for operation and maintenance.

Financial Impact: By accepting these roads, water and sanitary sewer installations into the County system and after the 18-month maintenance warranty by the developer/contractor has expired, all future maintenance and associated costs will be borne by Augusta, Georgia. By acceptance of the utility deed and maintenance agreement, positive revenue will be generated from the sale of water and sanitary sewer taps and monthly billing of same.

Alternatives: 1. Approve the deeds of dedication, maintenance agreements, and road resolutions submitted by the Engineering, and Augusta Utilities Departments for Southampton, Section Four-A. 2. Do not approve and risk litigation.

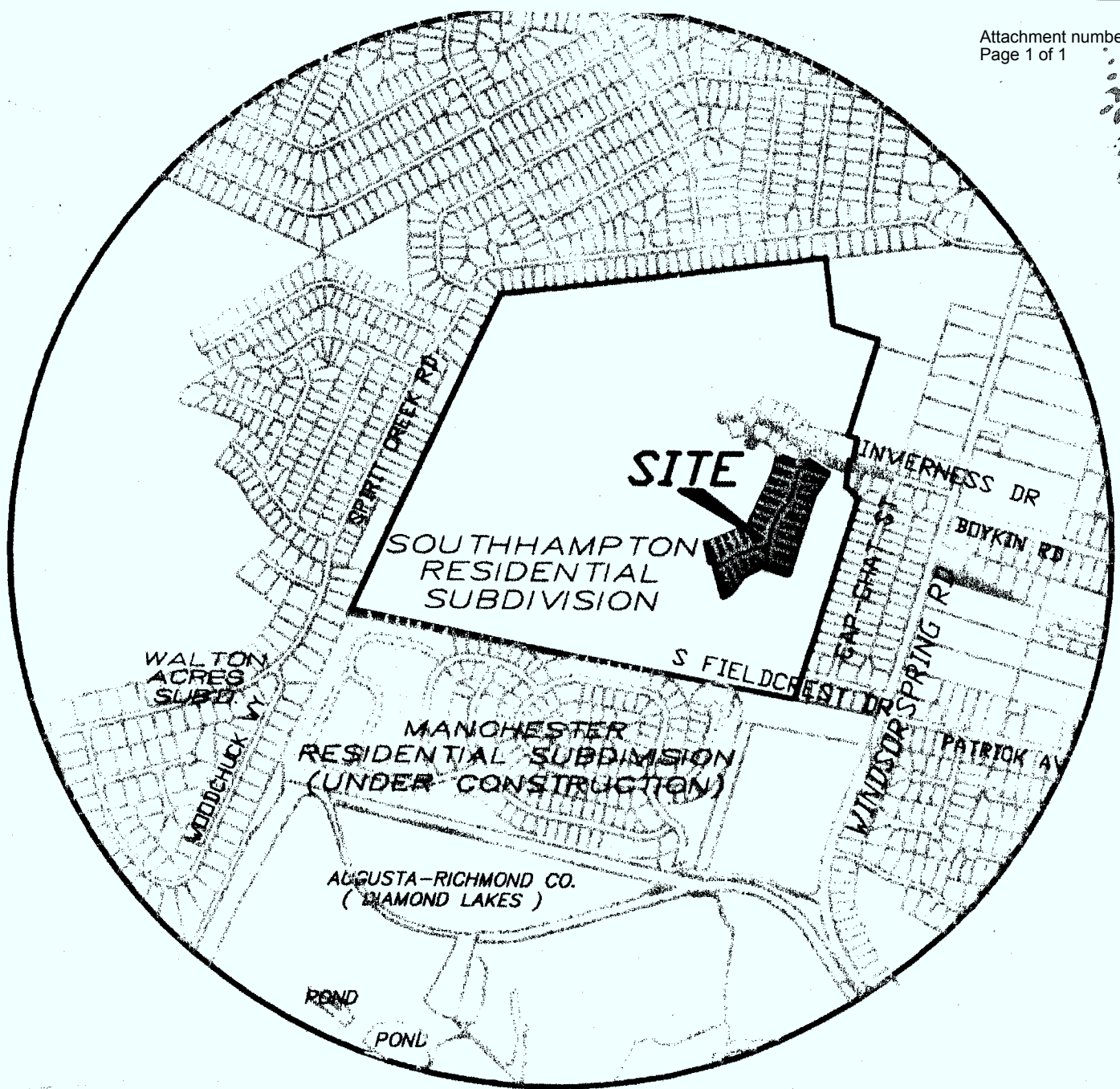
Recommendation: Approve Alternative Number One.

Funds are Available in the Following Accounts: Not required at this time.

Cover Memo

REVIEWED AND APPROVED BY:

Item # 15



LOCATION MAP

STATE OF GEORGIA)
)
COUNTY OF RICHMOND)

DEED OF DEDICATION
(Roads, Detention and Storm Drainage)

THIS INDENTURE, made and entered into this _____ day of _____, 2007 by and between **NORDAHL & CO., INC.** hereinafter referred to as the Party of the FIRST PART, and **AUGUSTA, GEORGIA**, a political subdivision of the State of Georgia, acting by and through its Augusta, Georgia Commission, as the party of the SECOND PART.

WITNESSETH:

THAT the said Party of the FIRST PART, for and in consideration of the sum of One Dollar (\$1.00) in cash to it in hand paid by the Party of the SECOND PART, the receipt of which is hereby acknowledged, at and/or before the sealing and delivery of these presents, and other good and valuable considerations, has granted, bargained, sold, released, conveyed and confirmed and by these presents does grant, bargain, sell, release, convey and confirm unto the said Party of the SECOND PART, its successors and assigns, the following described property, to-wit:

ALL PORTION OF PROPERTY SHOWN ON THE PLAT HEREIN REFERRED TO AS ALL THOSE STREETS, DETENTION AND STORM DRAINAGE SYSTEMS, located in SOUTHAMPTON SECTION 4-A according to the plat prepared by Southern Partners, Inc., dated August 13, 2007 being shown as the following streets: Wyndham Drive and Ardwick Drive particularly shown and designated on said plat as recorded in the Office of the Clerk of Superior Court, Augusta-Richmond County, Georgia, in Book 283, pages 396 to which plat reference is made for a complete and accurate description as to the metes, bounds and location of said easements.

TOGETHER with an easement to enter upon all areas shown as drainage, detention and utility easements shown on said plat.

TO HAVE AND TO HOLD SAID PROPERTY and all singular the members and appurtenances therein belonging as aforesaid, and every part thereof, unto the said party of the SECOND PART, its successors and assigns, forever in FEE SIMPLE.

IN WITNESS WHEREOF, the said Party of the FIRST PART has caused these presents to be executed the day and year first above written as the date of these presents.

(SEAL)

NORDAHL & CO., INC.

By: _____

As Is _____

SIGNED, SEALED AND DELIVERED
In our presence:

Elizabeth B. Moore
Notary Public My Commission Expires 11/13/09

Accepted by Augusta, Georgia, by
and through its Commission

By: _____
as the Mayor

Attest: Clerk of Commission

copy 2/10/08

STATE OF GEORGIA)
)
COUNTY OF RICHMOND)

MAINTENANCE AGREEMENT
(Roads, Detention and Storm Drainage)

THIS AGREEMENT, entered into this day of , 2007, by and between **NORDAHL & CO., INC.**, hereinafter referred to as "Developer", and **AUGUSTA, GEORGIA** a political subdivision of the State of Georgia, acting by and through its Commission, hereinafter referred to as "Augusta".

WHEREAS, Developer requested that the Augusta, Georgia Commission accept certain roads, detention area, storm drains and appurtenances for Southhampton Sec 4-A as shown by deed contemporaneously tendered and recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Reel _____, page _____; and

WHEREAS, the City has adopted a policy requiring the Developer to maintain all installations laid or installed in the subdivision for a period of eighteen months, which Augusta accepts by deed;

NOW, THEREFORE, in consideration of the premises, the expense previously incurred by Developer and the mutual agreements hereinafter set out, **IT IS AGREED** that:

(1) The City accepts the roads and appurtenances, storm drains and appurtenances, respectfully described in the deed contemporaneously tendered herewith to Augusta, Georgia Commission, recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Reel _____, page _____.

(2) The Developer agrees to maintain all the installations laid or installed in said subdivision as described in said deed for a period of eighteen months from the date herein.

(3) The Developer agrees that if during said eighteen month period there is a failure of the installations laid or installed in said subdivision described in the deed due to failure of material or poor workmanship, the Developer shall be responsible for adequate maintenance and repair.

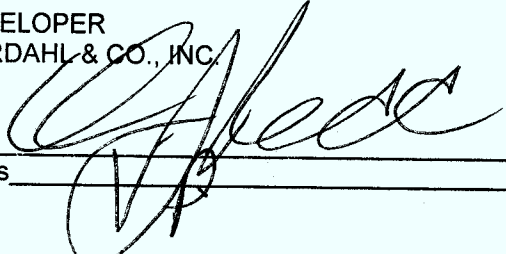
(4) In the event of such failure of the improvements, the City shall notify the Developer and set forth in writing the items in need of repair. The Developer shall present within fifteen business days its proposed plan of repair and shall have the repairs completed at a reasonable time, as determined by Augusta.

(5) In the event of an emergency, as determined by Augusta, and the Developer is unable to respond in a timely manner, Augusta shall be authorized to erect barricades, traffic direction devices and such other temporary measures as are necessary to remedy the emergency nature of the problem at the Developer's expense and to allow the Developer time to make the needed repairs.

(6) In the event the Developer fails to comply with the terms of this agreement, then Augusta shall proceed to have the necessary corrective work done, and the Developer agrees to be responsible to Augusta for payment in full of costs of repairing the improvements due to failure of material or poor workmanship as liquidated damages.

IN WITNESS WHEREOF, Developer has hereunto set his hand and seal and Augusta has caused the execution of this agreement by and through its duly authorized officers and agents, with its seal affixed, the day and year first above written.

DEVELOPER
NORDAHL & CO., INC.

By:  (L.S.)
As Its 

AUGUSTA, GEORGIA
COMMISSION

As Its Mayor (L.S.)

ATTEST:

Clerk of Commission


Cox 8/27/08

SUBDIVISION: SOUTHAMPTON,
SECTION FOUR-A

RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

WHEREAS, Wyndham Drive is an existing road in Richmond County, Georgia, open to public usage; and

WHEREAS, Richmond County desires to make Wyndham Drive a part of its County Road System.

NOW, THEREFORE, BE IT RESOLVED by the Augusta-Richmond County Commission-Council of Richmond County, Georgia, that Wyndham Drive is hereby added to its official County Road System of Record, being described as follows and as shown on the attached sketch map or plat showing the approximate alignment and location of said Road.

- (a) Points of beginning and ending:
Beginning at Ardwick Drive
Extending approx. 400' SW
- (b) Length of road to nearest 1/100th mile
0.08 mile
- (c) Width & type of road surface:
31 feet from back of curb to
back of curb; type E asphalt
- (d) Right-of-Way:
60 foot

The Augusta-Richmond County Commission-Council is hereby directed to forward a certified copy of this resolution to: Georgia Department of Transportation, Road Inventory Section District 2, Post Office Box 8, Tennille, Georgia 31089.

Adopted this _____ day of _____, 20____.

AUGUSTA-RICHMOND COUNTY
COMMISSION

BY: _____

Mayor

Attest: _____

ccy
8/2/10

SUBDIVISION: SOUTHAMPTON,
SECTION FOUR-A

RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

WHEREAS, Ardwick Drive is an existing road in Richmond County, Georgia, open to public usage; and

WHEREAS, Richmond County desires to make Ardwick Drive a part of its County Road System.

NOW, THEREFORE, BE IT RESOLVED by the Augusta-Richmond County Commission-Council of Richmond County, Georgia, that Ardwick Drive is hereby added to its official County Road System of Record, being described as follows and as shown on the attached sketch map or plat showing the approximate alignment and location of said Road.

- (a) Points of beginning and ending:
Beginning at existing Ardwick Drive
Extending approx. 838' SW & S
- (b) Length of road to nearest 1/100th mile
0.16 mile
- (c) Width & type of road surface:
31 feet from back of curb to
back of curb; type E asphalt
- (d) Right-of-Way:
60 foot

The Augusta-Richmond County Commission-Council is hereby directed to forward a certified copy of this resolution to: Georgia Department of Transportation, Road Inventory Section District 2, Post Office Box 8, Tennille, Georgia 31089.

Adopted this _____ day of _____, 20____.

AUGUSTA-RICHMOND COUNTY
COMMISSION

BY: _____

Mayor

Attest: _____

STATE OF GEORGIA)
COUNTY OF RICHMOND) **DEED OF DEDICATION (UTILITY)**
 FOR SOUTHAMPTON, SECTION FOUR-A

THIS INDENTURE, made and entered into this _____ day of _____, 2007
between the **Nordahl & Company, Inc., Southamptn, Section Four- A** hereinafter referred
to as the Party of the First Part, and **AUGUSTA, GEORGIA**, a political subdivision of the State
of Georgia, hereinafter referred to as the Party of the Second Part;

WITNESSETH:

THAT SAID UTILITY PIPELINES, herein described, have been inspected by the
Augusta Utilities Department and accepted on _____ day of _____; and

THAT the said Party of the First Part, for and in consideration of the sum of Ten Dollars
and no/100 (\$10.00) in cash to it in hand paid by the Party of the Second Part, the receipt of
which is hereby acknowledged, at and/or before the sealing and delivery of these presents, and
other good and valuable considerations, has granted, bargained, sold, released, conveyed and
confirmed unto the said Party of the Second Part, its successors and assigns the following
described property, to-wit:

**A TWENTY FOOT - EASEMENT IN PERPETUITY – CENTERED OVER
PIPELINE UNDER, ACROSS AND THROUGH** the approximately marked strips of land,
together with the pipelines and appurtenances located therein, which are delineated on a plat
prepared for Nordahl & Company, Inc. by Southern Partners, Inc. dated September 17, 2007,
revised date N/A, which plat reference is made for a more complete and accurate description as to

the metes, bounds and location of said easements, and said plat has been attached hereto and by reference made a part thereof;

SAID EASEMENT BEING IN THE NATURE of a right-of-way for the purpose of laying, relaying, installing, extending, adding, expanding, operating, repairing, and maintaining pipelines transporting and arrying utility services, the same hereinafter being referred to as the "**PROJECT**;"

TOGETHER WITH THE RIGHT, when construction or maintenance is necessary, to dig such trenches in said property, as may be necessary for the project; to pile thereon the material excavated, and to haul pipe, supplies and equipment connected with the construction and maintenance thereof, over, along, and across the said property, along with the free right of ingress and egress to and from said permanent easements for these purposes.

THE PARTY OF THE FIRST PART, its successors, legal representatives, and assigns, does also grant, bargain, sell and convey unto Augusta, its successors and assigns, the right, but not the duty, to clear, and keep clear, all trees, undergrowth and other obstructions from said permanent easement, along with the free right of ingress and egress to and from said permanent easements for these purposes.

THE PARTY OF THE FIRST PART, its successors, legal representatives, and assigns does agree that no other utilities may be constructed within the aforesaid easements in perpetuity.

THE PARTY OF THE FIRST PART, its successors, assigns and legal representatives, after the completion of this Project, shall have the right to use said parcels of land in any manner not inconsistent or interfering with the rights herein granted, excluding, however, the right to plant thereon any trees or other vegetation that may interfere with the laying, relaying, installing, extending, operating, repairing and maintaining of pipelines transporting and carrying utility services and the right to erect, construct or maintain thereon any buildings, structures, or other permanent improvements.

TO HAVE AND TO HOLD the aforesaid rights, ways, easements, privileges and appurtenances unto the said Party of the Second Part, its successors and assigns, in perpetuity.

AND THE SAID PARTY OF THE FIRST PART, its successors, legal representatives, and assigns, shall and will forever warrant and defend unto the Party of the Second Part, his successors and assigns, the rights, ways, and easements, privileges, and appurtenances conveyed herein, against the claim or claims of any person or person whomsoever.

WHENEVER there shall be more than one grantor, the phrase "Party of the First Part" and all related pronouns, related pronouns and verbs shall read as if written in the plural form. When the grantor is an individual, all such phrases, related pronouns and relative pronouns shall be read as if written in the feminine, masculine, or neuter, and the word "heirs" shall be substituted for the word "successors" at the appropriate place or places.

IN WITNESS WHEREOF, the said Party of the First Part has caused these presents to be executed the day and year first above written as the date of these presents.

SIGNED, SEALED, AND DELIVERED in our presence:

Nordahl & Company, Inc.
Southampton, Section Four-A

By: *Donna Redd* 10/4/07
Donna Redd
As Its: Vice President

Robert J. Thomas 10-4-07
Witness

Cario R. Myers
Notary Public

Attest: _____

As Its: _____

My Commission Expires Notary Public, Columbia County, Georgia
My Commission Expires Aug. 21, 2011

(SEAL)

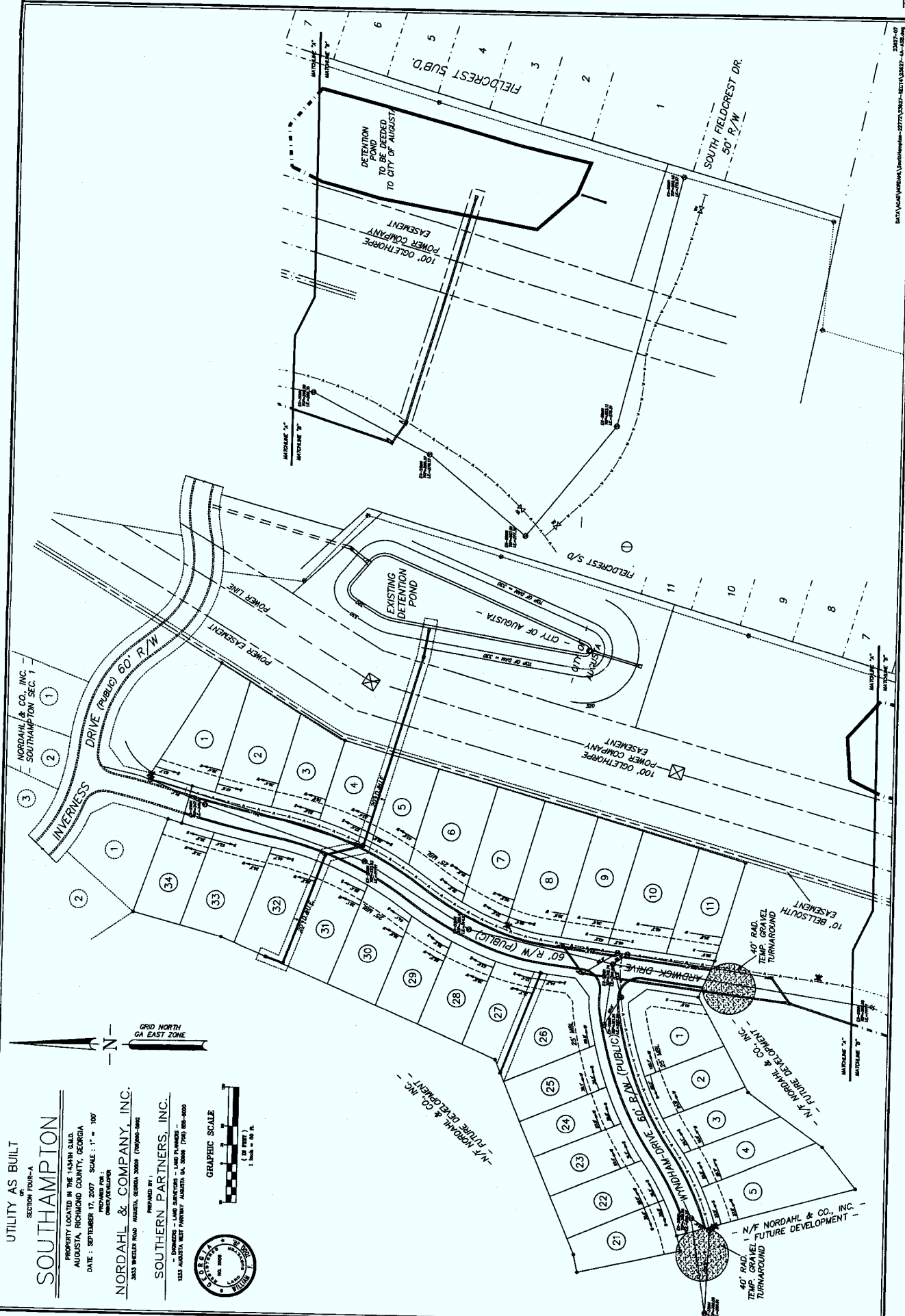
Accepted by:
AUGUSTA, GEORGIA

By: _____
As Its Mayor

Attest: _____
Clerk of Commission

(SEAL)

8/31/08



STATE OF GEORGIA
COUNTY OF RICHMOND

MAINTENANCE AGREEMENT
FOR SOUTHAMPTON, SECTION FOUR-A (Utility Water & Sewer)

THIS AGREEMENT, entered into this ____ day of _____, 2007, by and between the **Nordahl & Company, Southampton, Section Four-A**; hereinafter referred to as the "**DEVELOPER**", and **AUGUSTA, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as the "**CITY**."

WHEREAS, the **DEVELOPER** requested that the **Augusta, Georgia** accept certain sewer lines, water lines and mains or mains, pipes, valves, and connections, and appurtenances for the subdivision, as shown by deed contemporaneously tendered and recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Reel _____ Page _____; and

WHEREAS, the **CITY** has adopted a policy requiring the **DEVELOPER** to maintain all installations laid or installed in the subdivision for a period of eighteen months, which the **CITY** accepts by deed;

NOW, THEREFORE, in consideration of the premises, the expense previously incurred by the **DEVELOPER** and the mutual agreement hereinafter set out, **IT IS AGREED** that:

(1) The **CITY** accepts certain sewer lines, water lines and mains or mains, pipes, valves, and connections, and appurtenances for the subdivision, respectively described in the deed contemporaneously tendered herewith to the Augusta-Richmond County Commission, recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Reel _____ Page _____.

(2) The **DEVELOPER** agrees to maintain all the installations laid or installed in said subdivision as described in said deed for a period of eighteen months from the date herein.

(3) The **DEVELOPER** agrees that, if during said eighteen month period there is a failure of the installations laid or installed in said subdivision described in the deed due to failure or poor workmanship, the **DEVELOPER** shall be responsible for adequate maintenance and repair.

(4) In the event of such failure of the improvements, the **CITY** shall notify the **DEVELOPER** and set forth in writing the items in need of repair. The **DEVELOPER** shall present, within fifteen business days, its proposed plan of repair and shall have the repairs completed in a reasonable time, as determined by the **CITY**.

(5) If, in the event of an emergency, as determined by the **CITY**, the **DEVELOPER** is unable to respond in a timely manner, the **CITY** shall be authorized to erect barricades, traffic direction devices and such other temporary measures as are necessary to remedy the emergency nature of the problem at the **DEVELOPER'S** expense and allow the **DEVELOPER** time to make the needed repairs.

(6) In the event the **DEVELOPER** fails to comply with the terms of this agreement, then the **CITY** shall proceed to have the necessary corrective work done, and the **DEVELOPER** agrees to be responsible to the **CITY** for payment in full of costs of repairing the improvements due to failure of material or poor workmanship as liquidated damages.

IN WITNESS WHEREOF, the **DEVELOPER** has hereunto set his hand and seal and the **CITY** has caused the execution of this agreement by and through its duly authorized officers and agents, with its seal affixed, the day and year first above written.

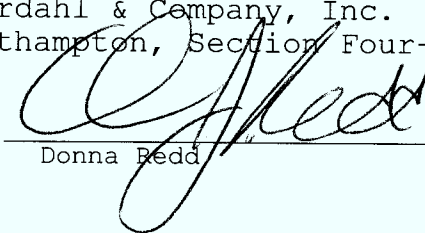
SIGNED, SEALED, AND DELIVERED DEVELOPER in our presence:

 10-4-07

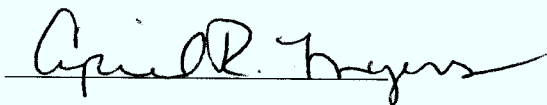
Witness

AS it's
Vice President

Nordahl & Company, Inc.
Southampton, Section Four-A

 10/4/07
Donna Redd

Notary Public



My Commission Expires _____

Notary Public, Columbia County, Georgia
My Commission Expires Aug. 21, 2011

Augusta, Georgia

By: _____

As Its Mayor

Attest: _____

Administrator

 12/27/06



ENGINEERING DEPARTMENT

Abie L. Ladson, P.E., Director

Anthony (Tony) E. Williams,
Construction Manager

MEMORANDUM

To: George Patty
Director Planning and Zoning

From: Anthony (Tony) E. Williams, Construction Manager *AEW*

Date: Friday, August 01, 2008

Subject: Certificate of Completion
Dedication of Southampton Section Four-A
File reference: 2008 - 05 (A)

As required by Development Guideline Document 3, Article II - Section 202 of Augusta, Georgia Municipal Code, you are hereby advised, based upon site observation that this project consisting of roadway and storm drainage construction appears to be in compliance with all standards and specifications set forth in said documents. Therefore, the names of all streets and drainage related structures in subject development are hereby recommended for acceptance into the City of Augusta infrastructure system.

Thank you for your assistance on this matter. Please call if you have any questions or need additional information, 706-821-1706.

AEW

Attachment

cc: Abie L. Ladson, P.E., Director - Engineering Department
Hameed Malik, PhD., P.E., Assistant Director - Engineering Department
Michael Greene, Interim Director Public Services
Dennis Stroud, Assistant Director Public Services
Terri Turner, Planning & Zoning
File



**Engineering Services Committee Meeting
9/29/2008 1:30 PM
Southampton Section Four-B and Five**

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

Caption: Approve the deeds of dedication, maintenance agreements, and road resolutions submitted by the Engineering and Augusta Utilities Departments for Southampton Section Four-B and Section Five.

Background: The final plat was approved by the Commission on May 20, 2008. The subdivision design and plat, including the storm drain system, have been reviewed and accepted by our engineering staff and the construction has been reviewed by our inspectors. The Utilities Department has inspected and reviewed the water and sanitary sewer installations, and hereby requests acceptance of the utility deed and maintenance agreement of same.

Analysis: This section meets all codes, ordinances and standards. Portions of this subdivision lie within the jurisdiction boundaries of the Corps of Engineers wetlands, which are noted on the final plat. Acceptance of said utility deed shall dedicate, as required, the water and sanitary sewer mains along with the applicable easements to Augusta, Georgia, for operation and maintenance.

Financial Impact: By accepting these roads, water and sanitary sewer installations into the County system and after the 18-month maintenance warranty by the developer/contractor has expired, all future maintenance and associated costs will be borne by Augusta, Georgia. By acceptance of the utility deed and maintenance agreement, positive revenue will be generated from the sale of water and sanitary sewer taps and monthly billing of same.

Alternatives: 1. Approve the deeds of dedication, maintenance agreements, and road resolutions submitted by the Engineering, and Augusta Utilities Departments for Southampton, Section Four-B and Section Five 2. Do not approve and risk litigation.

Recommendation: Approve Alternative Number One.

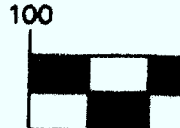
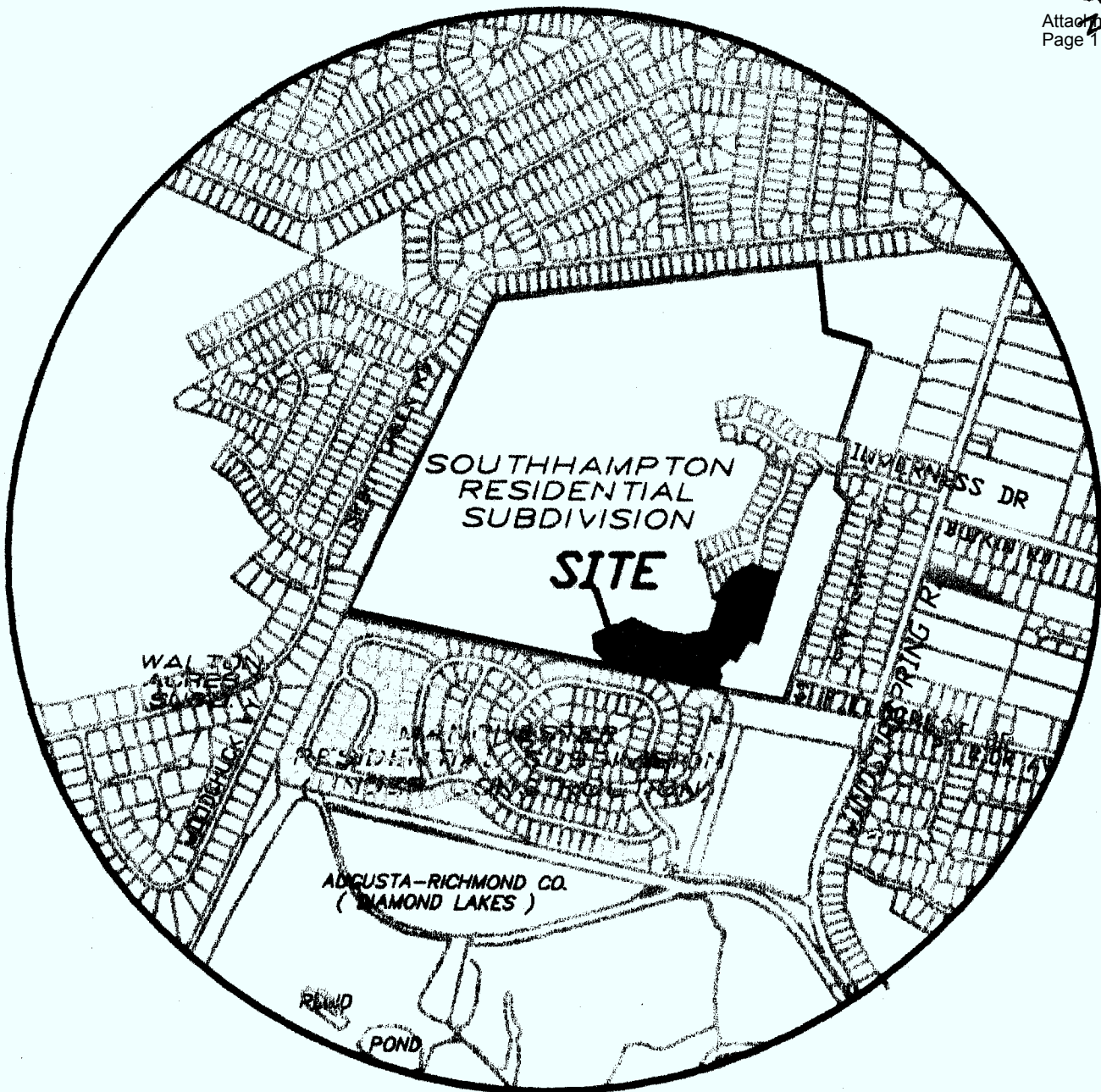
Funds are Available in the Following Accounts: Not required at this time.

Cover Memo

REVIEWED AND APPROVED BY:

Item # 16

101.34'
46°00'30" W



LOCATION MAP
NTS

S-78



ENGINEERING DEPARTMENT

Abie L. Ladson, P.E., Director

Anthony (Tony) E. Williams,
Construction Manager

MEMORANDUM

To: George Patty
Director Planning and Zoning

From: Anthony (Tony) E. Williams, Construction Manager *AEW*

Date: Friday, August 01, 2008

Subject: Certificate of Completion
Dedication of Southampton Section Four-B & Section Five
File reference: 2008 - 05 (A)

As required by Development Guideline Document 3, Article II - Section 202 of Augusta, Georgia Municipal Code, you are hereby advised, based upon site observation that this project consisting of roadway and storm drainage construction appears to be in compliance with all standards and specifications set forth in said documents. Therefore, the names of all streets and drainage related structures in subject development are hereby recommended for acceptance into the City of Augusta infrastructure system.

Thank you for your assistance on this matter. Please call if you have any questions or need additional information, 706-821-1706.

AEW

Attachment

cc: Abie L. Ladson, P.E., Director - Engineering Department
Hameed Malik, PhD., P.E., Assistant Director - Engineering Department
Michael Greene, Interim Director Public Services
Dennis Stroud, Assistant Director Public Services
Terri Turner, Planning & Zoning
File

STATE OF GEORGIA
COUNTY OF RICHMOND

DEED OF DEDICATION
(Roads and Storm Drainage)

THIS IDENTURE, made and entered into this ____ day of _____, 2008 by and between Coel Development Co., Inc & Stephen Beazley Builders, Inc., hereinafter referred to as the Party of the First Part, and Augusta, Georgia, a political subdivision of the State of Georgia, acting by and through its Augusta, Georgia Commission, as the party of the SECOND PART.

WITNESSETH:

THAT the said Party of the FIRST PART, for and in consideration of the sum of One Dollar (\$1.00) in cash to it in hand paid by the Party of the SECOND PART, the receipt of which is hereby acknowledged, at and/or before the sealing and delivery of these presents, and other good and valuable considerations, has granted, bargained, sold, released, conveyed and confirmed and by these presents does grant, bargain, sell release, convey, and confirm unto the said Party of the SECOND PART, its successors and assigns, the following described property, to-wit:

ALL PORTION OF PROPERTY SHOWN ON THE PLAT HEREIN REFERRED TO AS ALL THOSE STREETS, STORM DRAINAGE SYSTEMS located in Southampton Subdivision, Sections IVB & V, according to the plat prepared by Southern Partners, dated April 28, 2008, being shown as the following streets: Ardwick Drive & Fieldcrest Drive, as more particularly shown and designated on said plat as recorded in the Office of the Clerk of Superior Court, Augusta-Richmond County, Georgia, in Book 004, Page 0160, to which plat reference is made for a complete and accurate description as to the metes, bounds, and location of said easements.

TOGETHER with an easement to enter upon all areas shown as drainage and utility easements shown on said plat:

TO HAVE AND TO HOLD SAID PROPERTY and all singular the members and appurtenances therein belonging as aforesaid, and every part thereof, unto the said party of the SECOND PART, its successor and assigns, forever, in FEE SIMPLE.

IN WITNESS WHEREOF, the said Party of the FIRST PART has caused these presents to be executed the day and year first above written as the date of these presents.

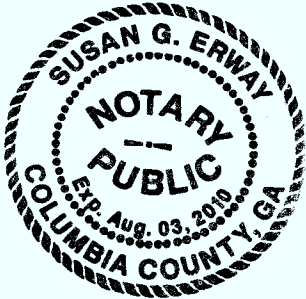
Signed, sealed and delivered
In the presence of:

Julie King

Susan G. Erway

Notary Public,
Columbia County, Georgia

Commission expires August 3, 2010



Coel Development Co., Inc.

By: [Signature] (Seal)

As Its: President

Stephen Beazley Builders, Inc

By: [Signature] (Seal)

As Its: President

Accepted by Augusta, Georgia
By and through its Commission

By: _____

As the Mayor

Attest: Clerk of Commission

COB
8/27/08

STATE OF GEORGIA

COUNTY OF RICHMOND

MAINTENANCE AGREEMENT
(Roads and Storm Drainage)

THIS AGREEMENT, entered into this ____ day of _____, 2008, by and between COEL DEVELOPMENT CO., INC & STEPHEN BEAZLEY BUILDERS, INC., hereinafter referred to as "Developer," and Augusta, Georgia, a political subdivision of the State of Georgia, acting by and through its Commission, hereinafter referred to as "Augusta".

WHEREAS, the Developer requested that the Augusta, Georgia, Commission accept certain roads, storm drains, and appurtenances for Southampton, Sections IVB & V, as shown by deed contemporaneously tendered and recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Reel ____, page ____, and

WHEREAS, the City has adopted a policy requiring the Developer to maintain all installations laid or installed in the subdivision for a period of eighteen months, which Augusta accepts by deed;

NOW THEREFORE, in consideration of the premises, the expense previously incurred by Developer and the mutual agreements hereinafter set out, IT IS AGREED that:

- (1) The City accepts the roads, storm drainage and appurtenances, respectfully, described in the deed contemporaneously tendered herewith to the Augusta, Georgia, Commission, recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Reel ____, Page ____.
- (2) The Developer agrees to maintain all the installations laid or installed in said subdivision as described in said deed for a period of eighteen months from the date herein.
- (3) The Developer agrees that if during said eighteen month period there is a failure of the installations laid or installed in said subdivision described in the deed due to failure of material or poor workmanship, the Developer shall be responsible for adequate maintenance and repair.
- (4) In the event of such failure of the improvements, the City shall notify the Developer and set forth in writing the items in need of repair. The Developer shall present within fifteen business days its proposed plan of repair and shall have the repairs completed at a reasonable time, as determined by Augusta.
- (5) In the event of an emergency, as determined by Augusta, and the Developer is unable to respond in timely manner, the City shall be authorized to erect barricades, traffic direction devices and such other temporary measures as are necessary to remedy the emergency nature of the problem at the Developer's expense and to allow the Developer time to make the needed repairs.

- (6) In the event the Developer fails to comply with the terms of this agreement, then Augusta shall proceed to have the necessary corrective work done, and the Developer agrees to be responsible to Augusta for payment in full of costs of repairing the improvements due to failure of material or poor workmanship as liquidated damages.

IN WITNESS WHEREOF, Developer has hereunto set his hand and seal, and Augusta has caused the execution of this agreement by and through its duly authorized officers and agents, with its seal affixed, the day and year first above written.

Coel Development Co., Inc.

By: [Signature]
As Its: President

Stephen Beazley Builders, Inc.

By: [Signature]
As Its: President

AUGUSTA, GEORGIA
COMMISSION

As Its Mayor

by
8/27/04

ATTEST:

Clerk of Commission

SUBDIVISION:

SOUTHAMPTON,
SECTIONS FOUR-B & FIVE

RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

WHEREAS, Ardwick Drive is an existing road in Richmond County, Georgia, open to public usage; and

WHEREAS, Richmond County desires to make Ardwick Drive a part of its County Road System.

NOW, THEREFORE, BE IT RESOLVED by the Augusta-Richmond County Commission-Council of Richmond County, Georgia, that Ardwick Drive is hereby added to its official County Road System of Record, being described as follows and as shown on the attached sketch map or plat showing the approximate alignment and location of said Road.

- (a) Points of beginning and ending:

Beginning at existing Ardwick Drive

Extending approx. 1,665' S & curving
W & NW

- (b) Length of road to nearest 1/100th mile

0.32 mile

- (c) Width & type of road surface:

31 feet from back of curb to
back of curb; type E asphalt

- (d) Right-of-Way:

60 foot

The Augusta-Richmond County Commission-Council is hereby directed to forward a certified copy of this resolution to: Georgia Department of Transportation, Road Inventory Section District 2, Post Office Box 8, Tennille, Georgia 31089.

Adopted this _____ day of _____, 20____.

AUGUSTA-RICHMOND COUNTY
COMMISSION

BY: _____

Mayor

Attest: _____

UP 8/27/08

SUBDIVISION:

SOUTHAMPTON,
SECTIONS FOUR-B & FIVE

RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

WHEREAS, Fieldcrest Drive is an existing road in Richmond County, Georgia, open to public usage; and

WHEREAS, Richmond County desires to make Fieldcrest Drive a part of its County Road System.

NOW, THEREFORE, BE IT RESOLVED by the Augusta-Richmond County Commission-Council of Richmond County, Georgia, that Fieldcrest Drive is hereby added to its official County Road System of Record, being described as follows and as shown on the attached sketch map or plat showing the approximate alignment and location of said Road.

- (a) Points of beginning and ending:
Beginning at Ardwick Drive
Extending approx. 166' SE
- (b) Length of road to nearest 1/100th mile
0.03 mile
- (c) Width & type of road surface:
31 feet from back of curb to
back of curb; type E asphalt
- (d) Right-of-Way:
60 foot

The Augusta-Richmond County Commission-Council is hereby directed to forward a certified copy of this resolution to: Georgia Department of Transportation, Road Inventory Section District 2, Post Office Box 8, Tennille, Georgia 31089.

Adopted this _____ day of _____, 20____.

AUGUSTA-RICHMOND COUNTY
COMMISSION

BY: _____

Mayor

Attest: _____

CSB
8/29/06

STATE OF GEORGIA)
COUNTY OF RICHMOND) **DEED OF DEDICATION (UTILITY)**
 FOR SOUTHAMPTON, SECTION FOUR-B AND FIVE

THIS INDENTURE, made and entered into this _____ day of _____, 2008 between the **Coel Development Co., Southamptton, Section Four-B and Five** hereinafter referred to as the Party of the First Part, and **AUGUSTA, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as the Party of the Second Part;

WITNESSETH:

THAT SAID UTILITY PIPELINES, herein described, have been inspected by the Augusta Utilities Department and accepted on _____ day of _____; and

THAT the said Party of the First Part, for and in consideration of the sum of Ten Dollars and no/100 (\$10.00) in cash to it in hand paid by the Party of the Second Part, the receipt of which is hereby acknowledged, at and/or before the sealing and delivery of these presents, and other good and valuable considerations, has granted, bargained, sold, released, conveyed and confirmed unto the said Party of the Second Part, its successors and assigns the following described property, to-wit:

A TWENTY FOOT - EASEMENT IN PERPETUITY – CENTERED OVER PIPELINE UNDER, ACROSS AND THROUGH the approximately marked strips of land, together with the pipelines and appurtenances located therein, which are delineated on a plat prepared for Coel Development Co. by Southern Partners, Inc. and Associated dated April 28, 2008 revised date N/A, which plat reference is made for a more complete and accurate

description as to the metes, bounds and location of said easements, and said plat has been attached hereto and by reference made a part thereof;

SAID EASEMENT BEING IN THE NATURE of a right-of-way for the purpose of laying, relaying, installing, extending, adding, expanding, operating, repairing, and maintaining pipelines transporting and arrying utility services, the same hereinafter being referred to as the "**PROJECT**;"

TOGETHER WITH THE RIGHT, when construction or maintenance is necessary, to dig such trenches in said property, as may be necessary for the project; to pile thereon the material excavated, and to haul pipe, supplies and equipment connected with the construction and maintenance thereof, over, along, and across the said property, along with the free right of ingress and egress to and from said permanent easements for these purposes.

THE PARTY OF THE FIRST PART, its successors, legal representatives, and assigns, does also grant, bargain, sell and convey unto Augusta, its successors and assigns, the right, but not the duty, to clear, and keep clear, all trees, undergrowth and other obstructions from said permanent easement, along with the free right of ingress and egress to and from said permanent easements for these purposes.

THE PARTY OF THE FIRST PART, its successors, legal representatives, and assigns does agree that no other utilities may be constructed within the aforesaid easements in perpetuity.

THE PARTY OF THE FIRST PART, its successors, assigns and legal representatives, after the completion of this Project, shall have the right to use said parcels of land in any manner not inconsistent or interfering with the rights herein granted, excluding, however, the right to plant thereon any trees or other vegetation that may interfere with the laying, relaying, installing, extending, operating, repairing and maintaining of pipelines transporting and carrying utility services and the right to erect, construct or maintain thereon any buildings, structures, or other permanent improvements.

TO HAVE AND TO HOLD the aforesaid rights, ways, easements, privileges and appurtenances unto the said Party of the Second Part, its successors and assigns, in perpetuity.

AND THE SAID PARTY OF THE FIRST PART, its successors, legal representatives, and assigns, shall and will forever warrant and defend unto the Party of the Second Part, his successors and assigns, the rights, ways, and easements, privileges, and appurtenances conveyed herein, against the claim or claims of any person or person whomsoever.

WHENEVER there shall be more than one grantor, the phrase "Party of the First Part" and all related pronouns, related pronouns and verbs shall read as if written in the plural form. When the grantor is an individual, all such phrases, related pronouns and relative pronouns shall be read as if written in the feminine, masculine, or neuter, and the word "heirs" shall be substituted for the word "successors" at the appropriate place or places.

IN WITNESS WHEREOF, the said Party of the First Part has caused these presents to be executed the day and year first above written as the date of these presents.

SIGNED, SEALED, AND DELIVERED in our presence:

Coel Development Co.
Southampton, Section Four B and Five

By: _____

Joseph F. Gulino

5/29/08

As Its: Land Development Manager

Witness

5-29-08

Notary Public

Attest: _____

Notary Public, Columbia County, Georgia
My Commission Expires Aug. 21, 2011

As Its: _____

My Commission Expires _____

(SEAL)

Accepted by:
AUGUSTA, GEORGIA

By: _____

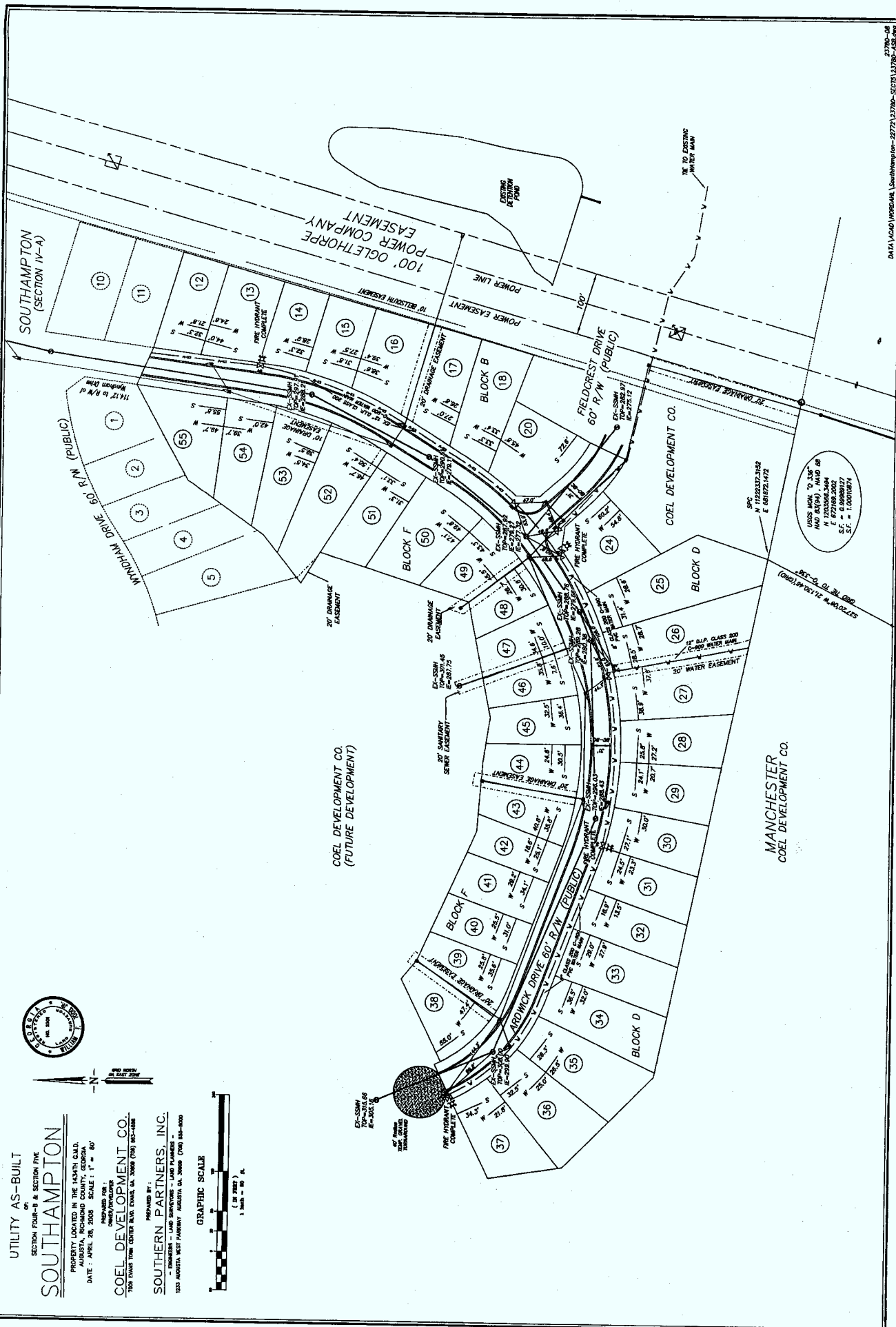
As Its Mayor

Attest: _____

Clerk of Commission

(SEAL)

ckf
8/27/08



STATE OF GEORGIA
COUNTY OF RICHMOND

MAINTENANCE AGREEMENT
FOR Southampton, Section Four-B and Five (Utility Water & Sewer)

THIS AGREEMENT, entered into this ____ day of _____, 2008, by and between the Coel Development Co., Southampton, Section Four-B and Five hereinafter referred to as the "**DEVELOPER**", and **AUGUSTA, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as the "**CITY**."

WHEREAS, the **DEVELOPER** requested that the **Augusta, Georgia** accept certain sewer lines, water lines and mains or mains, pipes, valves, and connections, and appurtenances for the subdivision, as shown by deed contemporaneously tendered and recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Reel _____ Page _____ ; and

WHEREAS, the **CITY** has adopted a policy requiring the **DEVELOPER** to maintain all installations laid or installed in the subdivision for a period of eighteen months, which the **CITY** accepts by deed;

NOW, THEREFORE, in consideration of the premises, the expense previously incurred by the **DEVELOPER** and the mutual agreement hereinafter set out, **IT IS AGREED** that:

(1) The **CITY** accepts certain sewer lines, water lines and mains or mains, pipes, valves, and connections, and appurtenances for the subdivision, respectively described in the deed contemporaneously tendered herewith to the Augusta-Richmond County Commission, recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Reel _____ Page _____ .

(2) The **DEVELOPER** agrees to maintain all the installations laid or installed in said subdivision as described in said deed for a period of eighteen months from the date herein.

(3) The **DEVELOPER** agrees that, if during said eighteen month period there is a failure of the installations laid or installed in said subdivision described in the deed due to failure or poor workmanship, the **DEVELOPER** shall be responsible for adequate maintenance and repair.

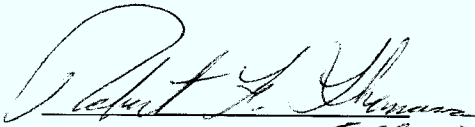
(4) In the event of such failure of the improvements, the **CITY** shall notify the **DEVELOPER** and set forth in writing the items in need of repair. The **DEVELOPER** shall present, within fifteen business days, its proposed plan of repair and shall have the repairs completed in a reasonable time, as determined by the **CITY**.

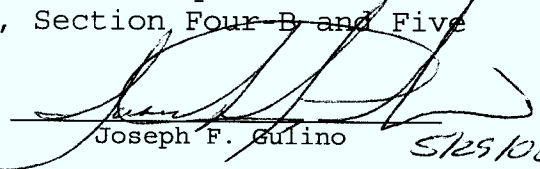
(5) If, in the event of an emergency, as determined by the **CITY**, the **DEVELOPER** is unable to respond in a timely manner, the **CITY** shall be authorized to erect barricades, traffic direction devices and such other temporary measures as are necessary to remedy the emergency nature of the problem at the **DEVELOPER'S** expense and allow the **DEVELOPER** time to make the needed repairs.

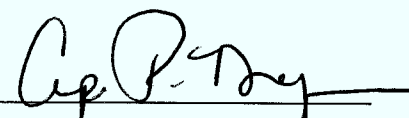
(6) In the event the **DEVELOPER** fails to comply with the terms of this agreement, then the **CITY** shall proceed to have the necessary corrective work done, and the **DEVELOPER** agrees to be responsible to the **CITY** for payment in full of costs of repairing the improvements due to failure of material or poor workmanship as liquidated damages.

IN WITNESS WHEREOF, the **DEVELOPER** has hereunto set his hand and seal and the **CITY** has caused the execution of this agreement by and through its duly authorized officers and agents, with its seal affixed, the day and year first above written.

SIGNED, SEALED, AND DELIVERED DEVELOPER in our presence:


Witness 5-29-08

Coel Development Co.
Southampton, Section Four-B and Five
AS it's
Land Development Manager

Joseph F. Gulino 5/29/08

Notary Public 
My Commission Expires _____

Notary Public, Columbia County, Georgia
My Commission Expires Aug. 21, 2011

Augusta, Georgia

By: _____

As Its Mayor

Attest: _____

Administrator





**Engineering Services Committee Meeting
9/29/2008 1:30 PM
Southampton Section One**

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

Caption: Approve the deeds of dedication, maintenance agreements, and road resolutions submitted by the Engineering and Augusta Utilities Departments for Southampton Section One.

Background: The final plat was approved by the Commission on September 18, 2007 . The subdivision design and plat, including the storm drain system, have been reviewed and accepted by our engineering staff and the construction has been reviewed by our inspectors. The Utilities Department has inspected and reviewed the water and sanitary sewer installations, and hereby requests acceptance of the utility deed and maintenance agreement of same.

Analysis: This section meets all codes, ordinances and standards. Portions of this subdivision lie within the jurisdiction boundaries of the Corps of Engineers wetlands, which are noted on the final plat. Acceptance of said utility deed shall dedicate, as required, the water and sanitary sewer mains along with the applicable easements to Augusta, Georgia, for operation and maintenance.

Financial Impact: By accepting these roads, water and sanitary sewer installations into the County system and after the 18-month maintenance warranty by the developer/contractor has expired, all future maintenance and associated costs will be borne by Augusta, Georgia. By acceptance of the utility deed and maintenance agreement, positive revenue will be generated from the sale of water and sanitary sewer taps and monthly billing of same.

Alternatives: 1. Approve the deeds of dedication, maintenance agreements, and road resolutions submitted by the Engineering, and Augusta Utilities Departments for Southampton, Section One. 2. Do not approve and risk litigation.

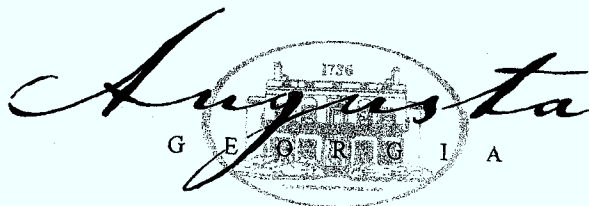
Recommendation: Approve Alternative Number One.

Funds are Available in the Following Accounts: Not required at this time.

Cover Memo

REVIEWED AND APPROVED BY:

Item # 17



ENGINEERING DEPARTMENT

Abie L. Ladson, P.E., Director

Anthony (Tony) E. Williams,
Construction Manager

MEMORANDUM

To: George Patty
Director Planning and Zoning

From: Anthony (Tony) E. Williams, Construction Manager *AEW*

Date: Friday, August 01, 2008

Subject: Certificate of Completion
Dedication of Southampton Section One
File reference: 2008 - 05 (A)

As required by Development Guideline Document 3, Article II - Section 202 of Augusta, Georgia Municipal Code, you are hereby advised, based upon site observation that this project consisting of roadway and storm drainage construction appears to be in compliance with all standards and specifications set forth in said documents. Therefore, the names of all streets and drainage related structures in subject development are hereby recommended for acceptance into the City of Augusta infrastructure system.

Thank you for your assistance on this matter. Please call if you have any questions or need additional information, 706-821-1706.

AEW

Attachment

cc: Abie L. Ladson, P.E., Director - Engineering Department
Hameed Malik, PhD., P.E., Assistant Director - Engineering Department
Michael Greene, Interim Director Public Services
Dennis Stroud, Assistant Director Public Services
Terri Turner, Planning & Zoning
File

STATE OF GEORGIA)
)
COUNTY OF RICHMOND)

DEED OF DEDICATION
(Roads, Detention and Storm Drainage)

THIS INDENTURE, made and entered into this _____ day of _____, 2007 by and between **NORDAHL & CO., INC.** hereinafter referred to as the Party of the FIRST PART, and **AUGUSTA, GEORGIA**, a political subdivision of the State of Georgia, acting by and through its Augusta, Georgia Commission, as the party of the SECOND PART.

WITNESSETH:

THAT the said Party of the FIRST PART, for and in consideration of the sum of One Dollar (\$1.00) in cash to it in hand paid by the Party of the SECOND PART, the receipt of which is hereby acknowledged, at and/or before the sealing and delivery of these presents, and other good and valuable considerations, has granted, bargained, sold, released, conveyed and confirmed and by these presents does grant, bargain, sell, release, convey and confirm unto the said Party of the SECOND PART, its successors and assigns, the following described property, to-wit:

ALL PORTION OF PROPERTY SHOWN ON THE PLAT HEREIN REFERRED TO AS ALL THOSE STREETS, DETENTION AND STORM DRAINAGE SYSTEMS, located in SOUTHHAMPTON SECTION 1 according to the plat prepared by Southern Partners, Inc., dated July 19, 2007 being shown as the following streets: Inverness Drive, Ardwick Drive, and Ashton Drive particularly shown and designated on said plat as recorded in the Office of the Clerk of Superior Court, Augusta-Richmond County, Georgia, in Reel BK 3, pages 6395 to which plat reference is made for a complete and accurate description as to the metes, bounds and location of said easements.

TOGETHER with an easement to enter upon all areas shown as drainage, detention and utility easements shown on said plat.

TO HAVE AND TO HOLD SAID PROPERTY and all singular the members and appurtenances therein belonging as aforesaid, and every part thereof, unto the said party of the SECOND PART, its successors and assigns, forever in FEE SIMPLE.

IN WITNESS WHEREOF, the said Party of the FIRST PART has caused these presents to be executed the day and year first above written as the date of these presents.

NORDAHL & CO., INC.

(SEAL)

By: _____

As Is _____

SIGNED, SEALED AND DELIVERED
In our presence:

Elmabeth B. Moore
Notary Public My Commission Expires 11/13/09

Accepted by Augusta, Georgia, by
and through its Commission

By: _____
as the Mayor

Attest: Clerk of Commission

CO
8/27/08

STATE OF GEORGIA)
)
COUNTY OF RICHMOND)

MAINTENANCE AGREEMENT
(Roads, Detention and Storm Drainage)

THIS AGREEMENT, entered into this day of , 2007, by and between **NORDAHL & CO., INC.**, hereinafter referred to as "Developer", and **AUGUSTA, GEORGIA** a political subdivision of the State of Georgia, acting by and through its Commission, hereinafter referred to as "Augusta".

WHEREAS, Developer requested that the Augusta, Georgia Commission accept certain roads, detention area, storm drains and appurtenances for Southhampton Sec 1, as shown by deed contemporaneously tendered and recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Reel _____, page _____; and

WHEREAS, the City has adopted a policy requiring the Developer to maintain all installations laid or installed in the subdivision for a period of eighteen months, which Augusta accepts by deed;

NOW, THEREFORE, in consideration of the premises, the expense previously incurred by Developer and the mutual agreements hereinafter set out, **IT IS AGREED** that:

(1) The City accepts the roads and appurtenances, storm drains and appurtenances, detention areas and appurtenances, respectfully described in the deed contemporaneously tendered herewith to Augusta, Georgia Commission, recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Reel _____, page _____.

(2) The Developer agrees to maintain all the installations laid or installed in said subdivision as described in said deed for a period of eighteen months from the date herein.

(3) The Developer agrees that if during said eighteen month period there is a failure of the installations laid or installed in said subdivision described in the deed due to failure of material or poor workmanship, the Developer shall be responsible for adequate maintenance and repair.

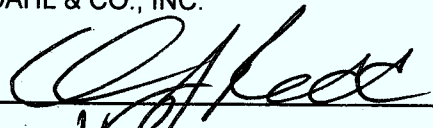
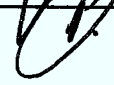
(4) In the event of such failure of the improvements, the City shall notify the Developer and set forth in writing the items in need of repair. The Developer shall present within fifteen business days its proposed plan of repair and shall have the repairs completed at a reasonable time, as determined by Augusta.

(5) In the event of an emergency, as determined by Augusta, and the Developer is unable to respond in a timely manner, Augusta shall be authorized to erect barricades, traffic direction devices and such other temporary measures as are necessary to remedy the emergency nature of the problem at the Developer's expense and to allow the Developer time to make the needed repairs.

(6) In the event the Developer fails to comply with the terms of this agreement, then Augusta shall proceed to have the necessary corrective work done, and the Developer agrees to be responsible to Augusta for payment in full of costs of repairing the improvements due to failure of material or poor workmanship as liquidated damages.

IN WITNESS WHEREOF, Developer has hereunto set his hand and seal and Augusta has caused the execution of this agreement by and through its duly authorized officers and agents, with its seal affixed, the day and year first above written.

DEVELOPER
NORDAHL & CO., INC.

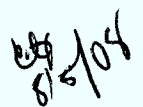
By:  (L.S.)
As Its 

AUGUSTA, GEORGIA
COMMISSION

As Its Mayor (L.S.)

ATTEST:

Clerk of Commission


08/10/08

SUBDIVISION: SOUTHAMPTON,
SECTION ONE

RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

WHEREAS, Inverness Drive is an existing road in Richmond County, Georgia, open to public usage; and

WHEREAS, Richmond County desires to make Inverness Drive a part of its County Road System.

NOW, THEREFORE, BE IT RESOLVED by the Augusta-Richmond County Commission-Council of Richmond County, Georgia, that Inverness Drive is hereby added to its official County Road System of Record, being described as follows and as shown on the attached sketch map or plat showing the approximate alignment and location of said Road.

- (a) Points of beginning and ending:

Beginning at existing Inverness Drive

Extending approx. 1,250' NW (just past Ashton Drive)

- (b) Length of road to nearest 1/100th mile:

0.24 mile

- (c) Width & type of road surface:

31 feet from back of curb to
back of curb; type E asphalt

- (d) Right-of-Way:

60 foot

The Augusta-Richmond County Commission-Council is hereby directed to forward a certified copy of this resolution to: Georgia Department of Transportation, Road Inventory Section District 2, Post Office Box 8, Tennille, Georgia 31089.

Adopted this _____ day of _____, 20____.

AUGUSTA-RICHMOND COUNTY
COMMISSION

BY: _____

Mayor

Attest: _____

ca
8/27/08

SUBDIVISION: SOUTHAMPTON,
SECTION ONE

RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

WHEREAS, Ashton Drive is an existing road in Richmond County, Georgia, open to public usage; and

WHEREAS, Richmond County desires to make Ashton Drive a part of its County Road System.

NOW, THEREFORE, BE IT RESOLVED by the Augusta-Richmond County Commission-Council of Richmond County, Georgia, that Ashton Drive is hereby added to its official County Road System of Record, being described as follows and as shown on the attached sketch map or plat showing the approximate alignment and location of said Road.

- (a) Points of beginning and ending:

Beginning at Inverness Drive

Extending approx. 160' NE and also from
Inverness Drive, extending approx. 130' SE
For a total of approx. 355'

- (b) Length of road to nearest 1/100th mile:

0.07 mile

- (c) Width & type of road surface:

31 feet from back of curb to
back of curb; type E asphalt

- (d) Right-of-Way:

60 foot

The Augusta-Richmond County Commission-Council is hereby directed to forward a certified copy of this resolution to: Georgia Department of Transportation, Road Inventory Section District 2, Post Office Box 8, Tennille, Georgia 31089.

Adopted this _____ day of _____, 20____.

AUGUSTA-RICHMOND COUNTY
COMMISSION

BY: _____

Mayor

Attest: _____

cc
8/27/08

SUBDIVISION: SOUTHAMPTON,
SECTION ONE

RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

WHEREAS, Ardwick Drive is an existing road in Richmond County, Georgia, open to public usage; and

WHEREAS, Richmond County desires to make Ardwick Drive a part of its County Road System.

NOW, THEREFORE, BE IT RESOLVED by the Augusta-Richmond County Commission-Council of Richmond County, Georgia, that Ardwick Drive is hereby added to its official County Road System of Record, being described as follows and as shown on the attached sketch map or plat showing the approximate alignment and location of said Road.

- (a) Points of beginning and ending:
Beginning at Inverness Drive
Extending approx. 120' SW
- (b) Length of road to nearest 1/100th mile
0.02 mile
- (c) Width & type of road surface:
31 feet from back of curb to
back of curb; type E asphalt
- (d) Right-of-Way:
60 foot

The Augusta-Richmond County Commission-Council is hereby directed to forward a certified copy of this resolution to: Georgia Department of Transportation, Road Inventory Section District 2, Post Office Box 8, Tennille, Georgia 31089.

Adopted this _____ day of _____, 20____.

AUGUSTA-RICHMOND COUNTY
COMMISSION

BY: _____

Mayor

Attest: _____

cks
8/27/08

STATE OF GEORGIA)
COUNTY OF RICHMOND) **DEED OF DEDICATION (UTILITY)**
 FOR SOUTHAMPTON, SECTION ONE

THIS INDENTURE, made and entered into this _____ day of _____, **2007**
between the **Nordahl & Company, Inc., Southamptton, Section One** hereinafter referred to as
the Party of the First Part, and **AUGUSTA, GEORGIA**, a political subdivision of the State of
Georgia, hereinafter referred to as the Party of the Second Part;

WITNESSETH:

THAT SAID UTILITY PIPELINES, herein described, have been inspected by the
Augusta Utilities Department and accepted on _____ day of _____; and

THAT the said Party of the First Part, for and in consideration of the sum of Ten Dollars
and no/100 (\$10.00) in cash to it in hand paid by the Party of the Second Part, the receipt of
which is hereby acknowledged, at and/or before the sealing and delivery of these presents, and
other good and valuable considerations, has granted, bargained, sold, released, conveyed and
confirmed unto the said Party of the Second Part, its successors and assigns the following
described property, to-wit:

**A TWENTY FOOT - EASEMENT IN PERPETUITY – CENTERED OVER
PIPELINE UNDER, ACROSS AND THROUGH** the approximately marked strips of land,
together with the pipelines and appurtenances located therein, which are delineated on a plat
prepared for **Nordahl & Company, Inc.** by **Southern Partners, Inc.** dated **July 23, 2007,** , revised
date **N/A**, which plat reference is made for a more complete and accurate description as to the

metes, bounds and location of said easements, and said plat has been attached hereto and by reference made a part thereof;

SAID EASEMENT BEING IN THE NATURE of a right-of-way for the purpose of laying, relaying, installing, extending, adding, expanding, operating, repairing, and maintaining pipelines transporting and arrying utility services, the same hereinafter being referred to as the "**PROJECT**;"

TOGETHER WITH THE RIGHT, when construction or maintenance is necessary, to dig such trenches in said property, as may be necessary for the project; to pile thereon the material excavated, and to haul pipe, supplies and equipment connected with the construction and maintenance thereof, over, along, and across the said property, along with the free right of ingress and egress to and from said permanent easements for these purposes.

THE PARTY OF THE FIRST PART, its successors, legal representatives, and assigns, does also grant, bargain, sell and convey unto Augusta, its successors and assigns, the right, but not the duty, to clear, and keep clear, all trees, undergrowth and other obstructions from said permanent easement, along with the free right of ingress and egress to and from said permanent easements for these purposes.

THE PARTY OF THE FIRST PART, its successors, legal representatives, and assigns does agree that no other utilities may be constructed within the aforesaid easements in perpetuity.

THE PARTY OF THE FIRST PART, its successors, assigns and legal representatives, after the completion of this Project, shall have the right to use said parcels of land in any manner not inconsistent or interfering with the rights herein granted, excluding, however, the right to plant thereon any trees or other vegetation that may interfere with the laying, relaying, installing, extending, operating, repairing and maintaining of pipelines transporting and carrying utility services and the right to erect, construct or maintain thereon any buildings, structures, or other permanent improvements.

TO HAVE AND TO HOLD the aforesaid rights, ways, easements, privileges and appurtenances unto the said Party of the Second Part, its successors and assigns, in perpetuity.

AND THE SAID PARTY OF THE FIRST PART, its successors, legal representatives, and assigns, shall and will forever warrant and defend unto the Party of the Second Part, his successors and assigns, the rights, ways, and easements, privileges, and appurtenances conveyed herein, against the claim or claims of any person or person whomsoever.

WHENEVER there shall be more than one grantor, the phrase "Party of the First Part" and all related pronouns, related pronouns and verbs shall read as if written in the plural form. When the grantor is an individual, all such phrases, related pronouns and relative pronouns shall be read as if written in the feminine, masculine, or neuter, and the word "heirs" shall be substituted for the word "successors" at the appropriate place or places.

IN WITNESS WHEREOF, the said Party of the First Part has caused these presents to be executed the day and year first above written as the date of these presents.

SIGNED, SEALED, AND DELIVERED in our presence:

Nordahl & Company, Inc.
Southampton, Section One

By: _____

Donna Redd

As Its: Vice President

Witness

Notary Public

Attest: _____

As Its: _____

My Commission Expires Notary Public, Columbia County, Georgia
My Commission Expires Aug. 21, 2011

(SEAL)

Accepted by:
AUGUSTA, GEORGIA

By: _____

As Its Mayor

Attest: _____

Clerk of Commission

(SEAL)

AS-BUILT
SECTION ONE

SOUTHAMPTON

PROPERTY LOCATED IN THE NORTH QUADRANT
AUGUSTA, RICHMOND COUNTY, GEORGIA

DATE: JULY 23, 2007 SCALE: 1" = 60'

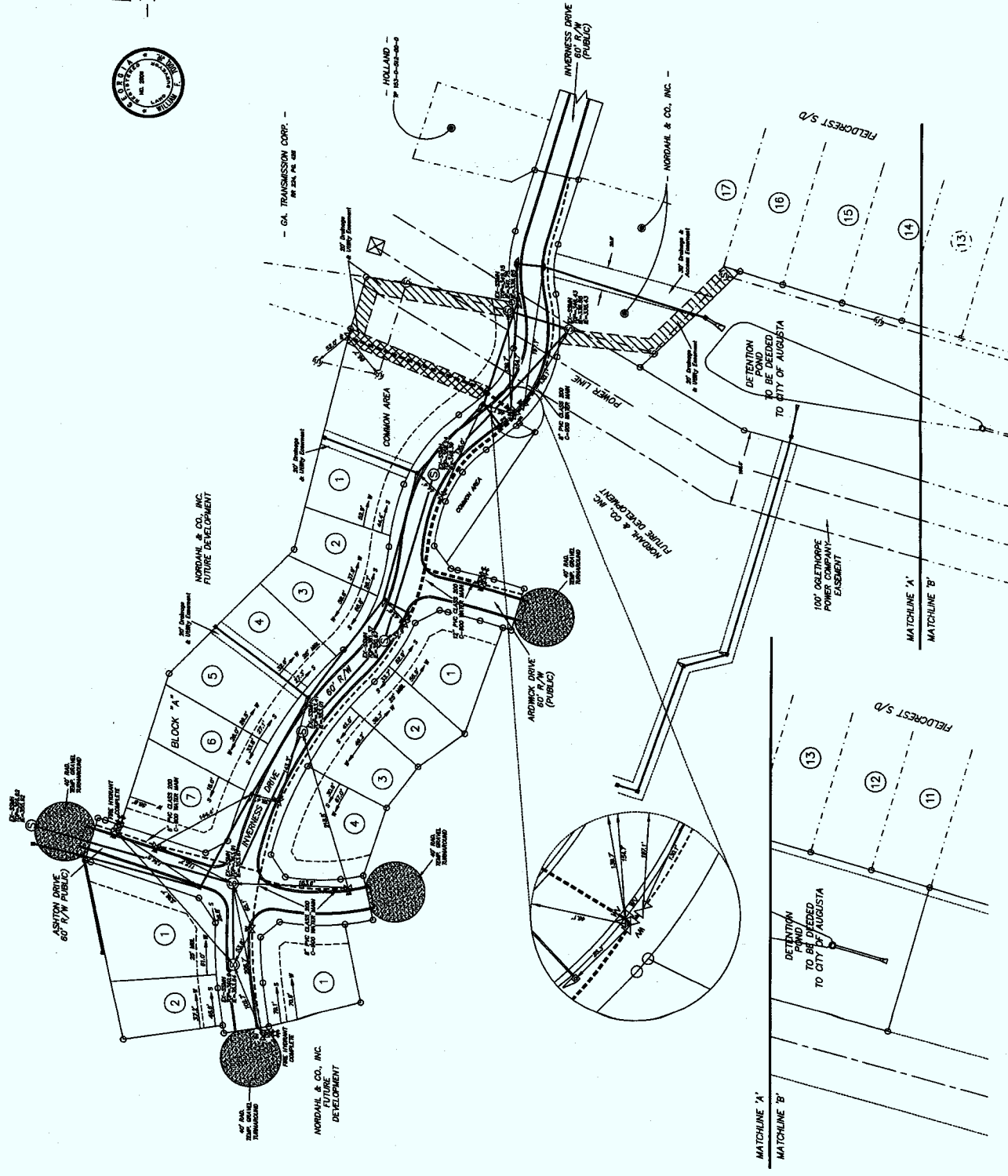
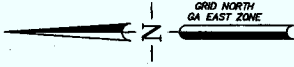
PREPARED FOR:
CITY OF AUGUSTA

NORDAHL & COMPANY, INC.
3653 BRIDGES ROAD AUGUSTA, GEORGIA 30906 (706) 940-0882
PREPARED BY:

SOUTHERN PARTNERS, INC.
1000 W. BROAD STREET, SUITE 1000
AUGUSTA, GEORGIA 30901 (706) 555-0000

1333 AUGUSTA WEST PARKWAY AUGUSTA, GA 30906 (706) 555-0000

GRAPHIC SCALE



NORDAHL & COMPANY, INC. 3653 BRIDGES ROAD AUGUSTA, GEORGIA 30906 (706) 940-0882

STATE OF GEORGIA
COUNTY OF RICHMOND

MAINTENANCE AGREEMENT
FOR SOUTHAMPTON, SECTION ONE (Utility Water & Sewer)

THIS AGREEMENT, entered into this ____ day of _____, 2007, by and between the **Nordahl & Company, Southampton, Section One;** hereinafter referred to as the "**DEVELOPER**", and **AUGUSTA, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as the "**CITY**."

WHEREAS, the **DEVELOPER** requested that the **Augusta, Georgia** accept certain sewer lines, water lines and mains or mains, pipes, valves, and connections, and appurtenances for the subdivision, as shown by deed contemporaneously tendered and recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Reel _____ Page _____; and

WHEREAS, the **CITY** has adopted a policy requiring the **DEVELOPER** to maintain all installations laid or installed in the subdivision for a period of eighteen months, which the **CITY** accepts by deed;

NOW, THEREFORE, in consideration of the premises, the expense previously incurred by the **DEVELOPER** and the mutual agreement hereinafter set out, **IT IS AGREED** that:

(1) The **CITY** accepts certain sewer lines, water lines and mains or mains, pipes, valves, and connections, and appurtenances for the subdivision, respectively described in the deed contemporaneously tendered herewith to the Augusta-Richmond County Commission, recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Reel _____ Page _____.

(2) The **DEVELOPER** agrees to maintain all the installations laid or installed in said subdivision as described in said deed for a period of eighteen months from the date herein.

(3) The **DEVELOPER** agrees that, if during said eighteen month period there is a failure of the installations laid or installed in said subdivision described in the deed due to failure or poor workmanship, the **DEVELOPER** shall be responsible for adequate maintenance and repair.

(4) In the event of such failure of the improvements, the **CITY** shall notify the **DEVELOPER** and set forth in writing the items in need of repair. The **DEVELOPER** shall present, within fifteen business days, its proposed plan of repair and shall have the repairs completed in a reasonable time, as determined by the **CITY**.

(5) If, in the event of an emergency, as determined by the **CITY**, the **DEVELOPER** is unable to respond in a timely manner, the **CITY** shall be authorized to erect barricades, traffic direction devices and such other temporary measures as are necessary to remedy the emergency nature of the problem at the **DEVELOPER'S** expense and allow the **DEVELOPER** time to make the needed repairs.

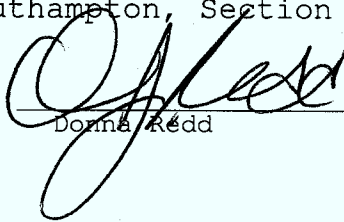
(6) In the event the **DEVELOPER** fails to comply with the terms of this agreement, then the **CITY** shall proceed to have the necessary corrective work done, and the **DEVELOPER** agrees to be responsible to the **CITY** for payment in full of costs of repairing the improvements due to failure of material or poor workmanship as liquidated damages.

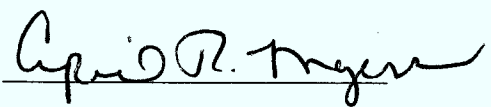
IN WITNESS WHEREOF, the **DEVELOPER** has hereunto set his hand and seal and the **CITY** has caused the execution of this agreement by and through its duly authorized officers and agents, with its seal affixed, the day and year first above written.

SIGNED, SEALED, AND DELIVERED DEVELOPER in our presence:


10-4-07
Witness

AS it's
Vice President

Nordahl & Company, Inc.
Southampton, Section One

10/4/07
Donna Redd

Notary Public 
My Commission Expires _____

Notary Public, Columbia County, Georgia
My Commission Expires Aug. 21, 2011

Augusta, Georgia

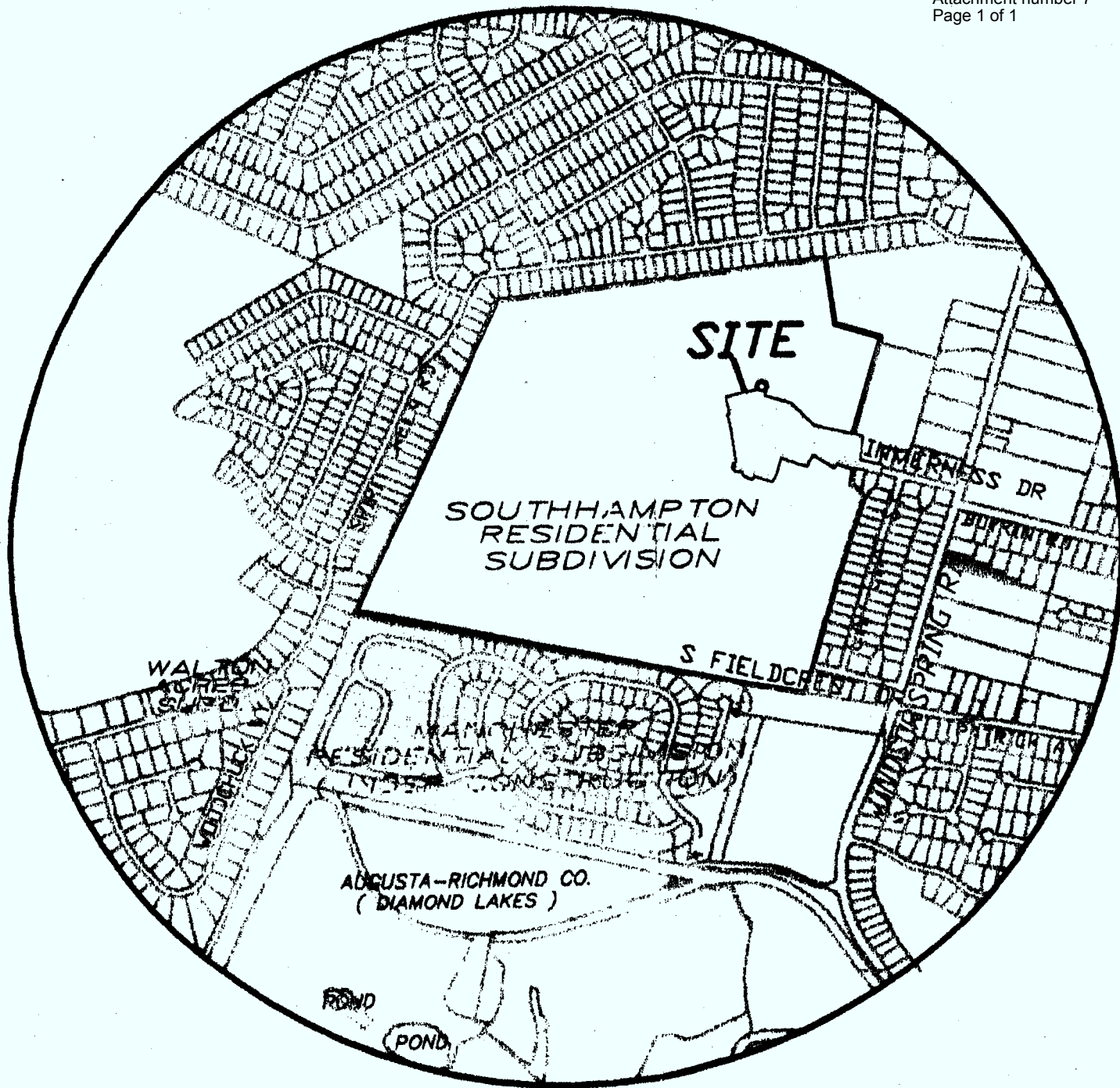
By: _____

As Its Mayor

Attest: _____

Administrator





LOCATION MAP



**Engineering Services Committee Meeting
9/29/2008 1:30 PM
Utilities Warehouse Inventory Bar Code Scanning Implementation**

Department: Utilities, Clifford A. Goins, Interim Director

Caption: Approve purchase of hardware and implementation of Utilities Warehouse Inventory Bar Code Scanning Software.

Background: For the past several years, Utilities has budgeted to convert the supplies warehouse to a bar code scanning system. The project has been delayed to coincide with the moving of the warehouse, which should take place sometime early next year. The timing will give AUD some time to become familiar with the new technology while reorganizing the warehouse and preparing for bar code scanning.

Analysis: AUD has been planning to implement bar code scanning for its supplies warehouse for several years. The purpose of the bar code scanning system is to be able to automatically adjust inventory quantities and warehouse transfers, accurately receive inventory and easily transfer physical inventory counts to the software at year-end with fewer human errors. Eventually, AUD hopes to be able to streamline the work order system to allow for field workers to scan bar codes from a parts book to record use of parts. This will speed up processing of work orders and more accurately record usage of inventory in the field, which will make year-end perpetual inventory more accurate for accounting purposes and job costing at year-end. AUD and the IT department have discussed bar code scanning with the vendor for the software that accounts for the inventory of warehouse supplies, GBA Master Series, and have come to the conclusion that the product they offer will work for the purpose AUD intends it, and will be the most cost efficient. The IT department concurs that this product should be purchased sole source from GBA Master Series for the reasons on the attached document.

Financial Impact: The cost of this phase of the project is estimated not to exceed \$25,000, approximately \$17,000 for software and training, and approximately \$8,000 for hardware. The funds are budgeted and available in account 506-04-3110-5424510.

Alternatives: Do not approve the agenda item and continue with manual recording of all inventory transactions. This will cause for inefficiencies and inaccuracies in inventory accounting and job costing.

Recommendation: Approve purchase of hardware and implementation of Utilities warehouse inventory bar code Scanning software.

Cover Memo

**the Following
Accounts:**

Funds available in account 506-04-3110-5424510

REVIEWED AND APPROVED BY:

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



Scope of Work

gbaMS Bar Code Implementation

The City of Augusta has contracted with gbaMS to perform implementation of the gbaMS Bar Code software. This solution is described in detail below.

The bar coding software allows you to manage warehouse operations from the field. It has been designed to provide four main functions:

- Adjust Quantities
- Warehouse Transfers
- Stock Counts
- Receive Inventory

It has been designed specifically for use with a PDA or other handheld device with a Socket brand bar code scanner and works in a disconnected environment.

This module functions in the following manner:

1. The PDA creates a Comma Delimited File called BarCodeData.txt. This text files contains all the transactions performed while in the field.
2. The file is uploaded to a server or workstation when the PDA device is connected to the network (host workstation).
3. The file is then imported into the Review and Post module of the GBA Warehouse module.
4. The user then validates the records in Review and Post process. This allows for a QA/QC process to be performed on the data.
5. Finally, the validated records are transferred to the Inventory module in the live database.

Hardware Purchase, Installation and Training

The City will be required to purchase all necessary bar code equipment , PDA device running Windows Mobile and a scanner (Socket brand being the preferred brand although the solution should work with any standard bar code reader). gbaMS will be responsible for installing the software and testing the units prior to training. The City will ship one unit to gbaMS for testing within the gbaMS controlled environment. After successful testing, gbaMS and the City will coordinate a three (3) days onsite workshop to install, configure and training on the bar code process.

The cost associated with the software and training for this scope of work is provided in the following tables.



Product	Unit Costs	No. of Seats	Cost
<i>GBA Barcode Integration Software</i>	<i>\$1,500 each</i>	<i>6</i>	<i>\$9,000</i>
Subtotal			<i>\$9,000</i>
Annual Support & Maint. Package (20% of license fee)			<i>\$1,800</i>
Total¹			\$10,800

Training²	Unit Cost	Days	Cost
<i>Onsite Training</i>	<i>\$1,500 per day</i>	<i>3.0</i>	<i>\$4,500</i>
Subtotal of Training Fees ¹			<i>\$4,500</i>

Estimated Direct Expenses¹	Unit Cost	Trips/Days	Cost
<i>Air Travel</i>	<i>\$450 per trip</i>	<i>1</i>	<i>\$450</i>
<i>Onsite Expenses</i>	<i>\$250 per day</i>	<i>3</i>	<i>\$750</i>
Subtotal of Estimated Directs			<i>\$1,200</i>

Services	Unit Cost		Cost
<i>Project Management³</i>	<i>Lump Sum</i>	<i>\$675</i>	<i>\$675</i>
Services Subtotal			<i>\$675</i>

License Fee Total	\$9,000
Annual Support/Maintenance Fee Total	\$1,800
Training	\$4,500
Estimated Directs	\$1,200
Services	\$675
Total Initial Cost¹	\$17,175



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Highlights

- Provides separate charge connection for easy out-of-dock charging
- Includes Bluetooth® and Wi-Fi® wireless networking
- Incorporates reinforced CompactFlash and SD slots for better protection of peripheral devices
- Large standard memory configuration supports robust business applications
- Features a control hold switch to prevent accidental button input
- Recessed power switch extends battery life and prevents accidental power-on/off
- Side mounted software programmable action buttons give better user control

Overview

Accessible Mobile Business Productivity!

The SoMo® 650-M Mobile Computer from Socket® Communications is designed to meet business mobility applications like sales force automation, inventory management, patient care, merchandising and asset management. Featuring a contoured grip surface, the SoMo 650 is an ergonomically designed, easy to use Windows Mobile 5.0 computer. This mobile computer provides reinforced CompactFlash® and Secure Digital I/O slots to take full advantage of slot based peripherals and protect the computer from the day to day impacts of a business mobility deployment. Its bright, clear, easy to read, LCD display ensures ease of viewing. It incorporates a high output speaker and stereo headset connection help you work peacefully in business environment. Additionally, the SoMo 650 includes a true business class implementation of Bluetooth® and Wi-Fi® wireless networking providing dependable connections, great coverage and enabling advanced features such as Voice over IP communications.

Manufacturer Part# : HC0650-738
Dell Part# : A1138204

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Item # 18



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Highlights

- Ideal for high volume scanning in demanding conditions
- Compact form factor offers convenience to carry and ease while handling
- Offers a secure fit in the SDIO slot of a mobile computer
- Allows scanning through glass, reflective surfaces and Mylar with a one-handed operation
- Scans virtually all linear bar code symbologies

Overview

The SD Scan Card 3P (SDSC 3P) is the ideal solution for users who require high volume scanning in demanding conditions such as dim lighting or outdoors in bright sunlight. The compact form factor makes it convenient to carry, easy to handle and allows for a secure fit in the SDIO slot of a mobile computer. The smallest plug-in scanner with a powerful Class 2 Laser, the SDSC 3P capable of scanning through glass, reflective surfaces and Mylar with a one-handed operation. The SDSC 3P scans all popular linear bar code symbologies including hard-to-read and irregular size bar codes large or small into any mobile computer running Windows Mobile or Palm OS applications. The SDSC 3P is aggressive but easy to use, no special training required.

Manufacturer Part# : IS5306-736
Dell Part# : A0944367

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Item # 18

Augusta Utilities
Bar Code Scanning System
Total Cost

Cost from GBA Scope of Work		\$ 17,175.00
Estimated Hardware Costs		
Mobile Computers	6	
Each (incl tax & shipping)	779	\$ 4,674.00
Barcode Scanner	6	
Each (incl tax & shipping)	458	\$ 2,748.00
		<u>\$ 24,597.00</u>



Tameka Allen
Director

Michael F. Blanchard
Assistant Director

Gary Howett
Assistant Director

To: Steve Little, Assistant Director, Utilities Department

From: Mike Blanchard, Assistant Director, Information Technology Department

Subject: GBA Master Series Bar Code Implementation Sole Source Justification

Date: September 17, 2008

I have reviewed the requirements and associated documentation for the GBA Master Series (GBAMS) Bar Code Implementation and I believe that this is certainly justified as a “sole source” for the following reasons:

- The Bar Code software is simply an additional module of an existing product that Augusta has a significant investment in. This means that we will be consistent on the same computer platform and no server hardware or software that is not already in use by Augusta will be required to support it. Additionally, support for this product will come from the same source that we already deal with.
- The Bar Code software is fully integrated with our existing GBAMS software, so there will be no need for an interface of any kind.
- Using any other software package would cause additional work for IT and the Utilities Department, as well as extending the implementation process to include the development and testing of another vendor’s package and its compatibility with GBA. Likewise, this would cause additional work in the future as various packages were upgraded and the interface had to be updated to accommodate the changes.

Please submit the GBA proposal (with the final pricing) to the Procurement Department, along with a completed sole-source justification form. If you or the Procurement Department has any questions whatsoever, please do not hesitate to contact me.

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



**Sole Source Justification (Reference Article 6, Procurement Source Selection
Methods and Contract Awards, § 1-10-49. SOLE SOURCE PROCUREMENT**

Vendor: GBA Master Series/Dell

Commodity: Barcode Hardware/Software

Estimated annual expenditure for the above commodity or service: \$ 25,000

Initial all entries below that apply to the proposed purchase. Attach a memorandum containing complete justification and support documentation as directed in initialed entry. (More than one entry will apply to most sole source products/services requested).

- _____ 1. SOLE SOURCE REQUEST IS FOR THE ORIGINAL MANUFACTURER OR PROVIDER, THERE ARE NO REGIONAL DISTRIBUTORS. (Attach the manufacturer's written certification that no regional distributors exist. Item no. 4 also must be completed.)
- _____ 2. SOLE SOURCE REQUEST IS FOR ONLY THE AUGUSTA GEORGIA AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER OR PROVIDER. (Attach the manufacturer's — not the distributor's — written certification that identifies all regional distributors. Item no. 4 also must be completed.)
- _____ 3. THE PARTS/EQUIPMENT ARE NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Explain in separate memorandum.)
- X 4. THIS IS THE ONLY KNOWN ITEM OR SERVICE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (Attach memorandum with details of specialized function or application.)
- X 5. THE PARTS/EQUIPMENT ARE REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION. (Attach memorandum describing basis for standardization request.)
- _____ 6. NONE OF THE ABOVE APPLY. A DETAILED EXPLANATION AND JUSTIFICATION FOR THIS SOLE SOURCE REQUEST IS CONTAINED IN ATTACHED MEMORANDUM.

The undersigned requests that competitive procurement be waived and that the vendor identified as the supplier of the service or material described in this sole source justification be authorized as a sole source for the service or material.

Name: Steven J. Little

Department: Utilities

Date: 9/19/08

Department Head Signature:

Date: 9/19/08

Approval Authority:

Date:

COMMENTS:



**Engineering Services Committee Meeting
9/29/2008 1:30 PM
Walton Hills Section 8 Phase I**

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

Caption: Approve the deeds of dedication and road resolutions submitted by the Engineering and Augusta Utilities Departments for Walton Hills Subdivision, Section 8, Phase I.

Background: The final plat was approved by the Commission on June 20, 2006. The subdivision design and plat, including the storm drain system, have been reviewed and accepted by our engineering staff and the construction has been reviewed by our inspectors. The Utilities Department has inspected and reviewed the water and sanitary sewer installations, and hereby requests acceptance of the utility deed of same.

Analysis: This section meets all codes, ordinances and standards. There are no wetlands or 100-year flood plain boundaries involved in this section. Acceptance of said utility deed shall dedicate, as required, the water and sanitary sewer mains along with the applicable easements to Augusta, Georgia, for operation and maintenance.

Financial Impact: By accepting these roads, water and sanitary sewer installations into the County system, all future maintenance and associated costs will be borne by Augusta, Georgia. By acceptance of the utility deed, positive revenue will be generated from the sale of water and sanitary sewer taps and monthly billing of same.

Alternatives: 1. Approve the deeds of dedication and road resolutions submitted by the Engineering, and Augusta Utilities Departments for Walton Hills Subdivision, Section 8, Phase I. 2. Do not approve and risk litigation.

Recommendation: Approve Alternative Number One.

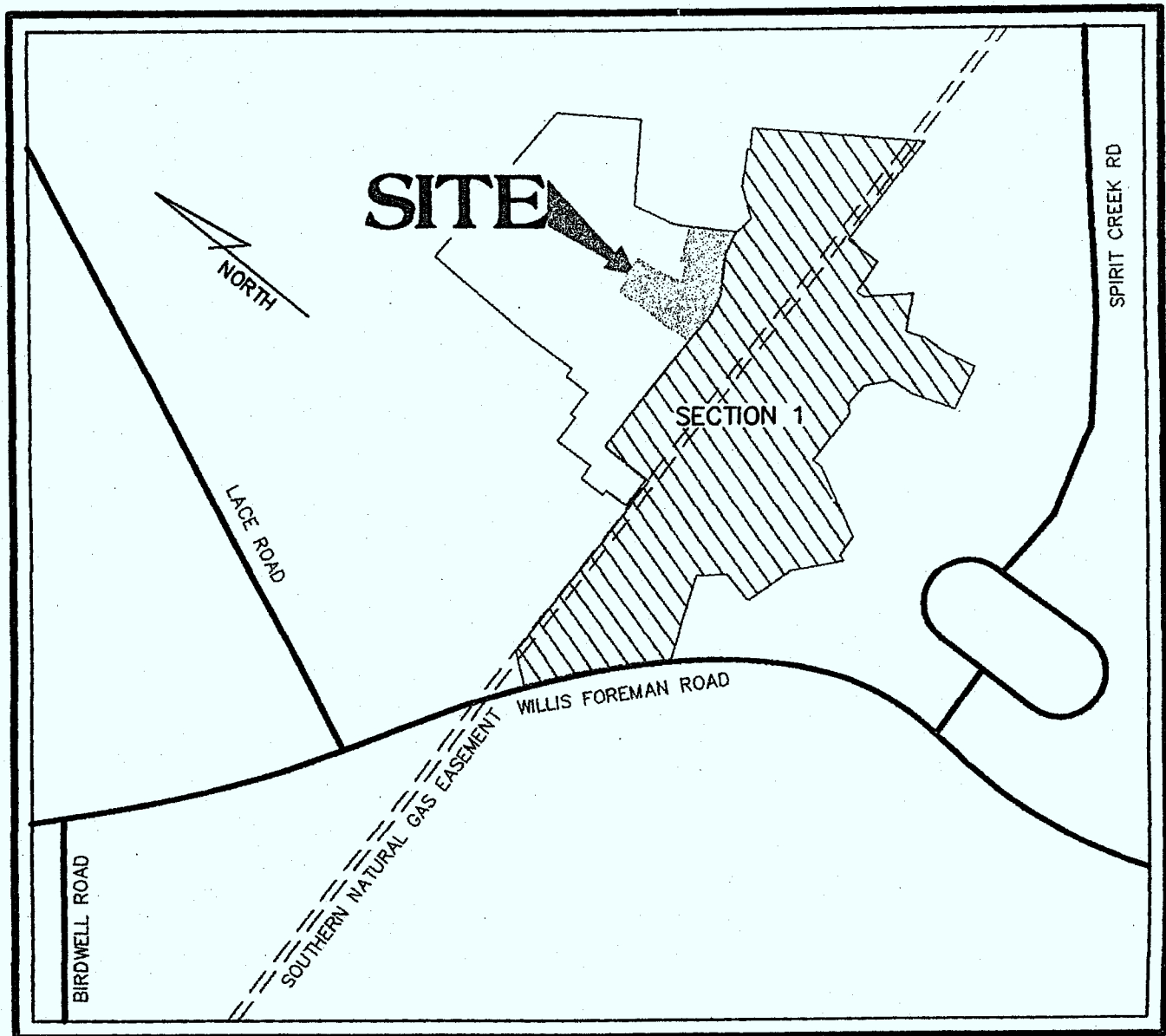
Funds are Available in the Following Accounts: Not required at this time.

REVIEWED AND APPROVED BY:

**Administrator.
Clerk of Commission**

Cover Memo

Item # 19



LOCATION MAP



ENGINEERING DEPARTMENT

Abie L. Ladson, P.E., Director

Anthony (Tony) E. Williams,
Construction Manager

MEMORANDUM

To: George Patty
Director Planning and Zoning

From: Anthony (Tony) E. Williams, Construction Manager *AW*

Date: Tuesday, May 27, 2008

Subject: Certificate of Completion
Dedication of Walton Hills, Section 8, Phase I
File reference: 2008 – 05 (A)

As required by Development Guideline Document 3, Article II – Section 202 of Augusta, Georgia Municipal Code, you are hereby advised, based upon site observation that this project consisting of roadway and storm drainage construction appears to be in compliance with all standards and specifications set forth in said documents. Therefore, the names of all streets and drainage related structures in subject development are hereby recommended for acceptance into the City of Augusta infrastructure system.

Thank you for your assistance on this matter. Please call if you have any questions or need additional information, 706-821-1706.

AEW

Attachment

cc: Abie L. Ladson, P.E., Director - Engineering Department
Hameed Malik, PhD., P.E., Assistant Director – Engineering Department
Michael Greene, Interim Director Public Services
Dennis Stroud, Assistant Director Public Services
Terri Turner, Planning & Zoning
File

STATE OF GEORGIA)
)
RICHMOND COUNTY)

DEED OF DEDICATION
(Roads and Storm Drainage)

WHEREAS, Southern Specialty Development Co. owns a tract of land in Richmond County, Georgia known as **Walton Hills, Section 8, Phase 1** and in the building of a housing subdivision on said tract, it has laid out a storm drainage system, water distribution system, road and street system, and sanitary sewerage system; and,

WHEREAS, it is the desire of **Southern Specialty Development Co.** to deed the closed (piped) storm water system, water distribution system, road and street system, and sanitary sewerage system to Augusta, Georgia, a political subdivision of the State of Georgia acting by and through its Commission for maintenance and control; and

WHEREAS, a plat of **Walton Hills, Section 8 Phase 1** has been prepared by James G. Swift & Associates, dated April 29, 2006 and said plat has been recorded in the Office of the Clerk of the Superior Court of Richmond County, Georgia in Deed ^{BK} ~~Book~~ 2, pages 375; and to which reference is hereby made to said plat for a more complete and accurate description as to the land herein described; and

WHEREAS, Augusta, Georgia, by and through its Commission has consented and agreed to accept and maintain said closed (piped) storm water system, water distribution system, road and street system, and sanitary sewerage system.

NOW, THEREFORE, this indenture made this _____ day of _____, 2006 between Southern Specialty Development Co., hereinafter referred to as the party of the first part and Augusta, Georgia, **A POLITICAL SUBDIVISION**, by and through its Commission, hereinafter referred to as the party of the second party,

WITNESSETH

That the party of the first part for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars, to it in hand well and truly paid by the said party the second part at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged and for the further consideration of the benefits to its property by the maintenance of said closed (piped) storm water system, water

distribution system, road and street system, and sanitary sewerage system, by the party of the second part, has and does by these presents, grant, bargain, sell and confirm unto the said party of the second part, its successors and assigns, the following, to wit:

All the right, title and interest of the Party of the First Part in and to the storm drainage system, water distribution system, road and street system, and sanitary sewerage system as the same are now located and existing in **Walton Hills, Section 8, Phase 1**, as shown on a plat of said subdivision, which plat was prepared by James G. Swift & Associates and which plat is recorded in the Office of the Clerk of the Superior Court of Richmond County, Georgia in Deed Reel 2, Pages 375.

Plat Cab. D, Slide 10, Plat C4D

Together with all of the necessary rights of ingress and egress for the purpose of maintaining the described closed (piped) storm water system, water distribution system, road and street system, and sanitary sewerage system. This deed is subject to any utility easements which have been granted in the past and all telephone lines, gas lines, or power lines for the transmission of electricity which has been granted in the past and the Grantor herein reserves an easement over the closed (piped) storm water system, water distribution system, road and street system, and sanitary sewerage system, as shown on aforementioned plat by James G. Swift & Associates, herein conveyed for the purpose of the maintenance and installation of power lines for the transmission of electricity, telephone lines, and gas lines for the purpose of serving said subdivision and the property adjacent thereto.

TO HAVE AND TO HOLD said storm drainage system, water distribution system, road and street system, and sanitary sewerage system together with all and singular, the rights, members, appurtenances thereto to the same being, belonging, or in anywise appertaining to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns forever in fee simple.

AND the said party of the first part, its successors and assigns, will warrant and defend the right and title to the above described property, to the said party of the second part, its successors and assigns, against all claims of all persons whosoever.

IN WITNESS WHEREOF, the party of the first part has hereunto sets its hand and affixed its seal
the day and year first above written.

Signed, sealed and delivered
in the presence of:

Christa Hylle
Pamela S. Sumner

Notary Public
Richmond County, Georgia
Commission expires: 9/19/10

Southern Specialty Development Co.

by: James Kile
James Kile, Treasurer.

Date: 7-17-08

**Accepted by Augusta, Georgia
by and through its Commission**

by: _____
as the Mayor

Attest: Clerk of Commission

68
7/30/08

SUBDIVISION: Walton Hills, Section 8, Ph I

RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

WHEREAS, Isaac Way is an existing road in Richmond County, Georgia, open to public usage; and

WHEREAS, Richmond County desires to make Isaac Way a part of its County Road System.

NOW, THEREFORE, BE IT RESOLVED by the Augusta-Richmond County Commission-Council of Richmond County, Georgia, that Isaac Way is hereby added to its official County Road System of Record, being described as follows and as shown on the attached sketch map or plat showing the approximate alignment and location of said Road.

- (a) Points of beginning and ending:
Beginning at existing Isaac Way, (175' NW of Walton Loop)
Extending approx. 870' NW
- (b) Length of road to nearest 1/100th mile:
0.16 mile
- (c) Width & type of road surface:
31 foot from back of curb to
back of curb; type E asphalt
- (d) Right-of-Way:
60 foot

The Augusta-Richmond County Commission-Council is hereby directed to forward a certified copy of this resolution to: Georgia Department of Transportation, Road Inventory Section District 2, Post Office Box 8, Tennille, Georgia 31089.

Adopted this _____ day of _____, 20_____.

AUGUSTA-RICHMOND COUNTY
COMMISSION

BY: _____

Mayor

Attest: _____

ctj
6/5/08

SUBDIVISION: Walton Hills, Section 8, Ph I

RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

WHEREAS, Eva Lane is an existing road in Richmond County, Georgia, open to public usage; and

WHEREAS, Richmond County desires to make Eva Lane a part of its County Road System.

NOW, THEREFORE, BE IT RESOLVED by the Augusta-Richmond County Commission-Council of Richmond County, Georgia, that Eva Lane is hereby added to its official County Road System of Record, being described as follows and as shown on the attached sketch map or plat showing the approximate alignment and location of said Road.

- (a) Points of beginning and ending:
Beginning at Isaac Way
Extending approx. 160' NW
- (b) Length of road to nearest 1/100th mile:
0.03 mile
- (c) Width & type of road surface:
31 foot from back of curb to
back of curb; type E asphalt
- (d) Right-of-Way:
60 foot

The Augusta-Richmond County Commission-Council is hereby directed to forward a certified copy of this resolution to: Georgia Department of Transportation, Road Inventory Section District 2, Post Office Box 8, Tennille, Georgia 31089.

Adopted this _____ day of _____, 20____.

AUGUSTA-RICHMOND COUNTY
COMMISSION

BY: _____

Mayor

Attest: _____

atx
6/5/08

SUBDIVISION: Walton Hills, Section 8, Ph I

RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

WHEREAS, Jonathan Place is an existing road in Richmond County, Georgia, open to public usage; and

WHEREAS, Richmond County desires to make Jonathan Place a part of its County Road System.

NOW, THEREFORE, BE IT RESOLVED by the Augusta-Richmond County Commission-Council of Richmond County, Georgia, that Jonathan Place is hereby added to its official County Road System of Record, being described as follows and as shown on the attached sketch map or plat showing the approximate alignment and location of said Road.

- (a) Points of beginning and ending:

Beginning at existing Jonathan Place (168' W of Isaac Way)

Extending approx. 857' E & NE to and
Including cul-de-sac

- (b) Length of road to nearest 1/100th mile:

0.16 mile

- (c) Width & type of road surface:

31 foot from back of curb to
back of curb; type E asphalt

- (d) Right-of-Way:

60 foot

The Augusta-Richmond County Commission-Council is hereby directed to forward a certified copy of this resolution to: Georgia Department of Transportation, Road Inventory Section District 2, Post Office Box 8, Tennille, Georgia 31089.

Adopted this _____ day of _____, 20____.

AUGUSTA-RICHMOND COUNTY
COMMISSION

BY: _____

Mayor

Attest: _____

cty
6/5/08

SUBDIVISION: Walton Hills, Section 8, Ph I

RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

WHEREAS, Ethan Way is an existing road in Richmond County, Georgia, open to public usage; and

WHEREAS, Richmond County desires to make Ethan Way a part of its County Road System.

NOW, THEREFORE, BE IT RESOLVED by the Augusta-Richmond County Commission-Council of Richmond County, Georgia, that Ethan Way is hereby added to its official County Road System of Record, being described as follows and as shown on the attached sketch map or plat showing the approximate alignment and location of said Road.

- (a) Points of beginning and ending:
Beginning at Jonathan Place
Extending approx. 192' NW
- (b) Length of road to nearest 1/100th mile:
0.04 mile
- (c) Width & type of road surface:
31 foot from back of curb to
back of curb; type E asphalt
- (d) Right-of-Way:
60 foot

The Augusta-Richmond County Commission-Council is hereby directed to forward a certified copy of this resolution to: Georgia Department of Transportation, Road Inventory Section District 2, Post Office Box 8, Tennille, Georgia 31089.

Adopted this _____ day of _____, 20____.

AUGUSTA-RICHMOND COUNTY
COMMISSION

BY: _____

Mayor

Attest: _____

dy
6/5/08

TOGETHER WITH THE RIGHT, when construction or maintenance is necessary, to dig such trenches in said property, as described by the deed, as may be necessary for the project; to pile thereon the material excavated, and to haul pipe, supplies and equipment connected with the construction and maintenance thereof, over, along, and across the said property.

THE PARTY OF THE FIRST PART, his heirs, legal representatives, and assigns, after the completion of the **PROJECT**, shall have the right to use said parcel in any manner not inconsistent or interfering with the rights herein granted, **EXCLUDING** the right to erect, construct, or maintain thereon any buildings or permanent improvements.

AS A PART of the consideration for said conveyance, the Party of the Second Part covenants as follows:

(a) To cause the top of the pipelines to be laid a sufficient depth below the surface of the ground so as to permit the use of the surface thereof by the Party of the First Part for normal agricultural purposes; however in the case of ravines, streams or low places on the property, the Party of the Second Part may install the pipelines above the ground, provided that the pipelines shall be laid and maintained so as not to interfere with the natural flow of the surface water or any streams thereon;

(b) To refill the trenches it shall dig in connection with repairs, construction, maintenance, or extension, so as to leave the land available and ready for ordinary purposes of agriculture;

(c) To exercise the right of extending, making repairs to and maintain said property in a careful and skillful manner, avoiding unnecessary damage to any crop, plants, shrubs or trees growing upon said parcel of land, and in case of any such unnecessary damage, to compensate the Party of the First Part for such damage; and

(d) To give reasonable notice to the Party of the First Part of its intention to enter the said property in the exercise of the rights herein conferred except in cases of emergency.

TO HAVE AND TO HOLD the aforesaid rights, ways, easements, privileges and appurtenances unto the said Party of the Second Part, its successors and assigns, in perpetuity.

AND THE SAID PARTY OF THE FIRST PART, his heirs and legal representatives shall and will forever warrant and defend unto the Party of the Second Part, his successors and assigns, the rights, ways, and easements, privileges, and appurtenances conveyed herein, against the claim or claims of any person or person whomsoever.

WHENEVER there shall be more than one grantor, the phrase "Party of the First Part" and all related pronouns, related pronouns and verbs shall read as if written in the plural form, and when appropriate such phrase and related pronouns and relative pronouns shall be read as if written in the feminine or neuter, and when the grantor is a corporation, the word "successor" shall be substituted for the words "heirs" and "legal representatives" at the appropriate place or places.

IN WITNESS WHEREOF, the said Party of the First Part has caused these presents to be executed the day and year first above written as the date of these presents.

SIGNED, SEALED, AND DELIVERED in our presence:

SOUTHERN SPECIALTY DEVELOPMENT CO.
Easement for Walton Hills, Section 8, Phase 1

By: James Kile
James Kile, as its Treasurer

Date: 7.17.08

Christa L. Lefler
Witness

Patricia S. Gorman
Notary Public
My Commission Expires: 9/19/10

Accepted by:
AUGUSTA, GEORGIA

By: _____
As Its Mayor

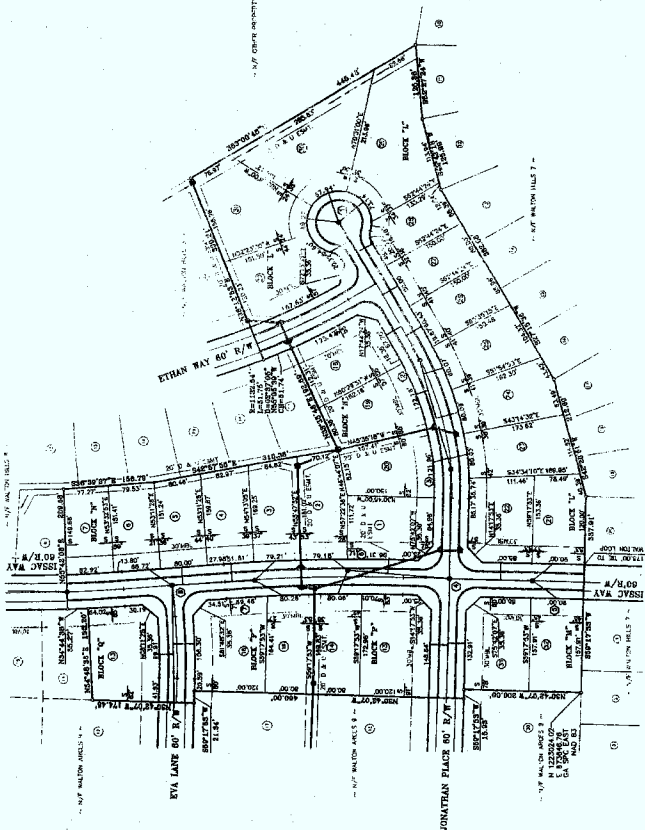
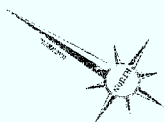
Attest: _____
Administrator

CB
7/30/08

ASBUILT OF SANITARY SEWER PLANT
WALTON HILLS SECTION 8, PH I

SOUTHERN SPECIALTY DEVELOPMENT CORP.
 7002 - 2010 IN RICHMOND, OFFICE IN 16 300 G.W.
 AUGUSTA - GEORGIA
 MAY 25, 2003

JAMES G. SWIFT & ASSOCIATES
CONSULTING ENGINEERS
1206 INTERSTATE PARKWAY - AUGUSTA, GA. - 30609
Phone: (706) 736-8101



ALL STORM DRAINS ARE REINFORCED CONCRETE PIPE (R.C.P.).
ALL SEWER LINES ARE 8" P.V.C. (SD-35)
ALL WATER LINES ARE 8" P.V.C. (CLASS 200) AS SHOWN
ALL "AS-BUILT" MEASUREMENTS ARE CORRECT
AND FIELD VERIFIED BY THE CONTRACTOR
TO THE BEST OF MY KNOWLEDGE AND BELIEF.



**Engineering Services Committee Meeting
9/29/2008 1:30 PM
Walton Hills Section 9**

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

Caption: Approve the deeds of dedication, maintenance agreements, and road resolutions submitted by the Engineering and Augusta Utilities Departments for Walton Hills Subdivision Section 9.

Background: The final plat was approved by the Commission on January 15, 2008. The subdivision design and plat, including the storm drain system, have been reviewed and accepted by our engineering staff and the construction has been reviewed by our inspectors. The Utilities Department has inspected and reviewed the water and sanitary sewer installations, and hereby requests acceptance of the utility deed and maintenance agreement of same.

Analysis: This section meets all codes, ordinances and standards. There are no wetlands or 100-year flood plain boundaries involved in this section. Acceptance of said utility deed shall dedicate, as required, the water and sanitary sewer mains along with the applicable easements to Augusta, Georgia, for operation and maintenance.

Financial Impact: By accepting these roads, water and sanitary sewer installations into the County system and after the 18-month maintenance warranty by the developer/contractor has expired, all future maintenance and associated costs will be borne by Augusta, Georgia. By acceptance of the utility deed and maintenance agreement, positive revenue will be generated from the sale of water and sanitary sewer taps and monthly billing of same.

Alternatives: 1. Approve the deeds of dedication, maintenance agreements, and road resolutions submitted by the Engineering, and Augusta Utilities Departments for Walton Hills Subdivision, Section 9. 2. Do not approve and risk litigation.

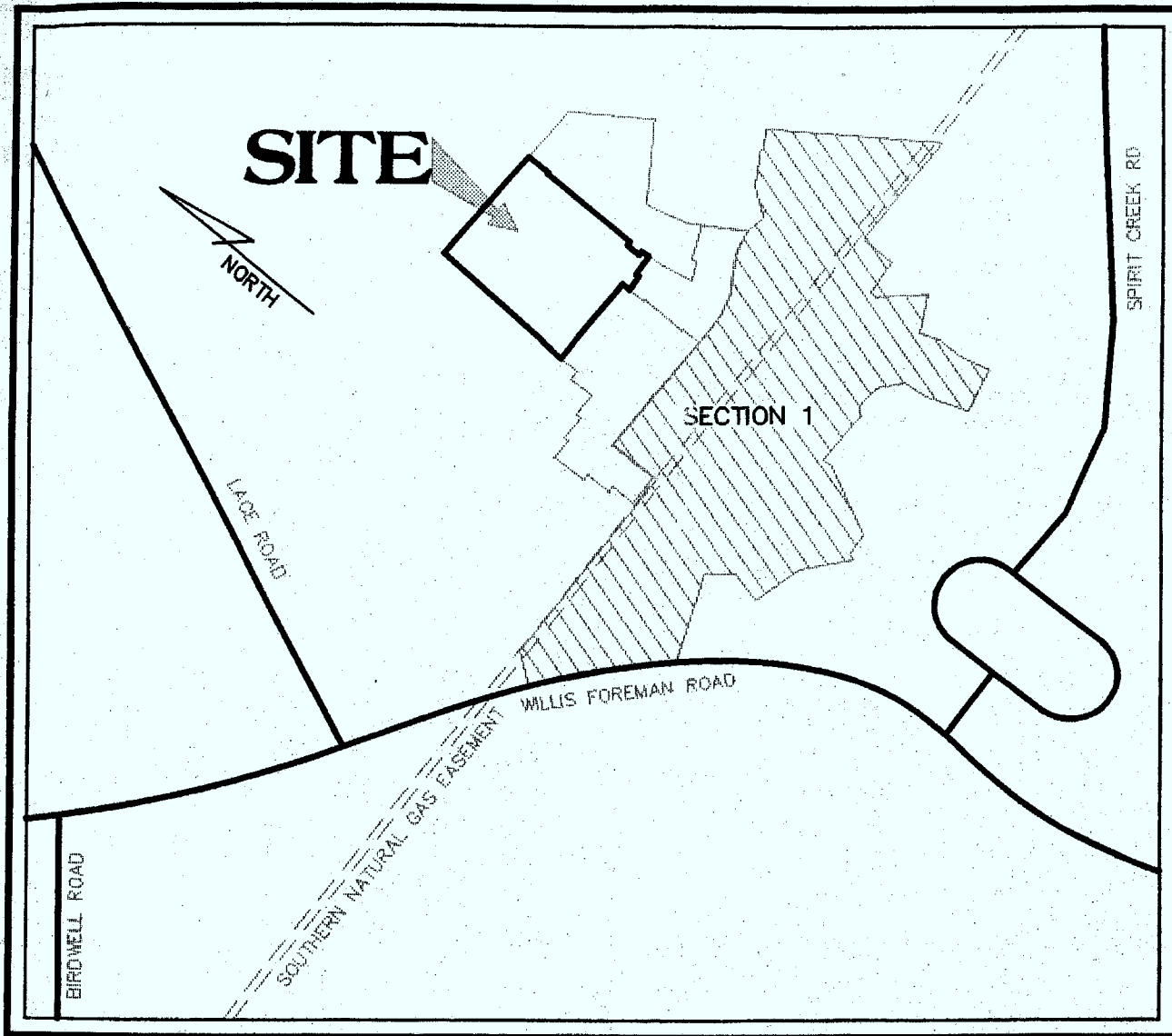
Recommendation: Approve Alternative Number One.

Funds are Available in the Following Accounts: Not required at this time.

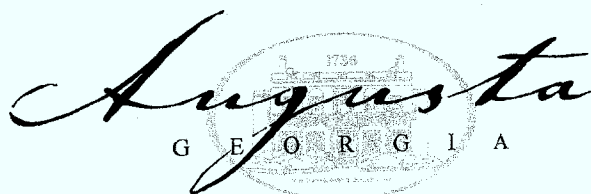
REVIEWED AND APPROVED BY:

Cover Memo

Item # 20



LOCATION MAP



ENGINEERING DEPARTMENT

Abie L. Ladson, P.E., Director

Anthony (Tony) E. Williams,
Construction Manager

MEMORANDUM

To: George Patty
Director Planning and Zoning

From: Anthony (Tony) E. Williams, Construction Manager *AEW*

Date: Friday, August 01, 2008

Subject: Certificate of Completion
Dedication of Walton Hills, Section 9
File reference: 2008 – 05 (A)

As required by Development Guideline Document 3, Article II – Section 202 of Augusta, Georgia Municipal Code, you are hereby advised, based upon site observation that this project consisting of roadway and storm drainage construction appears to be in compliance with all standards and specifications set forth in said documents. Therefore, the names of all streets and drainage related structures in subject development are hereby recommended for acceptance into the City of Augusta infrastructure system.

Thank you for your assistance on this matter. Please call if you have any questions or need additional information, 706-821-1706.

AEW

Attachment

cc: Abie L. Ladson, P.E., Director - Engineering Department
Hameed Malik, PhD., P.E., Assistant Director – Engineering Department
Michael Greene, Interim Director Public Services
Dennis Stroud, Assistant Director Public Services
Terri Turner, Planning & Zoning
File

STATE OF GEORGIA)
)
RICHMOND COUNTY)

DEED OF DEDICATION
(Roads and Storm Drainage)

WHEREAS, **Southern Specialty Development Co.**, owns a tract of land in Richmond County, Georgia known as **Walton Hills, Section 9**, and in the building of a housing subdivision on said tract, it has laid out a storm drainage system, water distribution system, road and street system, and sanitary sewerage system; and,

WHEREAS, it is the desire of **Southern Specialty Development Co.**, to deed the closed (piped) storm water system, water distribution system, road and street system, and sanitary sewerage system to Augusta, Georgia, a political subdivision of the State of Georgia acting by and through its Commission for maintenance and control; and

WHEREAS, a plat of **Walton Hills, Section 9**, has been prepared by **James G. Swift & Associates**, dated **November 3, 2007**, and said plat has been recorded in the Office of the Clerk of the Superior Court of Richmond County, Georgia in ~~Deed Reel~~ ^{Book 4}, pages ⁴⁵; and to which reference is hereby made to said plat for a more complete and accurate description as to the land herein described; and

WHEREAS, Augusta, Georgia, by and through its Commission has consented and agreed to accept and maintain said closed (piped) storm water system, water distribution system, road and street system, and sanitary sewerage system.

NOW, THEREFORE, this indenture made this _____ day of _____, 2008 between **Southern Specialty Development Co.**, hereinafter referred to as the party of the first part and Augusta, Georgia, **A POLITICAL SUBDIVISION**, by and through its Commission, hereinafter referred to as the party of the second party,

WITNESSETH

That the party of the first part for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars, to it in hand well and truly paid by the said party the second part at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged and for the further consideration of the benefits to its property by the maintenance of said closed (piped) storm water system, water

distribution system, road and street system, sanitary sewerage system, and retention area, by the party of the second part, has and does by these presents, grant, bargain, sell and confirm unto the said party of the second part, its successors and assigns, the following, to wit:

All the right, title and interest of the Party of the First Part in and to the storm drainage system, water distribution system, road and street system, and sanitary sewerage system as the same are now located and existing in **Walton Hills, Section 9**, shown on a plat of said subdivision, which plat was prepared by James G. Swift & Associates and which plat is recorded in the Office of the Clerk of the Superior Court of Richmond County, Georgia in ~~Deed Book~~ ^{Book 4} ~~Page 45~~ ^{Pages 45}

Cabinet D, Slide 67, Plat C, D & E

Together with all of the necessary rights of ingress and egress for the purpose of maintaining the described closed (piped) storm water system, water distribution system, road and street system, and sanitary sewerage system. This deed is subject to any utility easements which have been granted in the past and all telephone lines, gas lines, or power lines for the transmission of electricity which has been granted in the past and the Grantor herein reserves an easement over the closed (piped) storm water system, water distribution system, road and street system, and sanitary sewerage system, as shown on aforementioned plat by James G. Swift & Associates, herein conveyed for the purpose of the maintenance and installation of power lines for the transmission of electricity, telephone lines, and gas lines for the purpose of serving said subdivision and the property adjacent thereto.

TO HAVE AND TO HOLD said storm drainage system, water distribution system, road and street system, and sanitary sewerage system together with all and singular, the rights, members, appurtenances thereto to the same being, belonging, or in anywise appertaining to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns forever in fee simple.

AND the said party of the first part, its successors and assigns, will warrant and defend the right and title to the above described property, to the said party of the second part, its successors and assigns, against all claims of all persons whosoever.

IN WITNESS WHEREOF, the party of the first part has hereunto sets its hand and affixed its seal
the day and year first above written.

Signed, sealed and delivered
in the presence of:

Christa Stifel
Patricia S. Sauer

Notary Public
Richmond County, Georgia
Commission expires: 9/19/10

Southern Specialty Development Co.

by: James Kile
James Kile.
As Its: Treasurer

**Accepted by Augusta, Georgia
by and through its Commission**

by: _____
as the Mayor

Attest: Clerk of Commission

OK
8/27/08

STATE OF GEORGIA)
)
RICHMOND COUNTY)

(Roads & Storm Drainage)
MAINTENANCE AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 2008 by and between **Southern Specialty Development Co.** hereinafter referred to as "Developer", and **Augusta, Georgia**, a political subdivision of the State of Georgia, acting by and through its Commission, hereinafter referred to as "Augusta";

WHEREAS, the Developer requests that the Augusta, Georgia Commission accept certain roads, storm drains, and appurtenances in **Walton Hills, Section 9**, as shown on a plat prepared by James G. Swift & Associates, dated November 3, 2007 and which plat is recorded in the Office of the Clerk of the Superior Court of Richmond County, Georgia in Deed Reel ^{Book} 4, Page 45.

WHEREAS, Augusta, Georgia has adopted a policy requiring the Developer to maintain all installations laid or installed in the subdivision for a period of eighteen months, which Augusta accepts by deed;

NOW THEREFORE, in consideration of the premises, the expense previously incurred by Developer and the mutual agreements hereinafter set out, IT IS AGREED THAT:

(1) Augusta accepts the roads, storm drains, and appurtenances, respectfully described in the "Deed of Dedication" contemporaneously tendered herewith to Augusta, Georgia Commission, which deed is recorded in the Office of the Clerk of Superior Court of Richmond County, Georgia, in Realty Reel _____, Page _____.

(2) The Developer agrees to maintain all the installations laid or installed in said subdivision as described in said deed for a period of eighteen months from the date herein.

(3) The Developer agrees that if during said eighteen month period there is a failure of the installations laid or installed in said subdivision described in the deed due to failure of material or poor workmanship, the Developer shall be responsible for adequate maintenance and repair.

(4) In the event of such failure of the improvements, Augusta shall notify the Developer and set forth in writing the items in need of repair. The Developer should present within fifteen business days its proposed plan of repair and shall have the repairs completed at a reasonable time.

(5) In the event of an emergency, as determined by Augusta, and the Developer is unable to respond in a timely manner, Augusta shall be authorized to erect barricades, traffic direction devices and such other temporary measures as are necessary to remedy the emergency nature of the problem and to allow the Developer time to make the needed repairs.

(6) In the event the Developer fails to comply with the terms of this agreement, then Augusta shall proceed to have the necessary corrective work done, and the Developer agrees to be responsible to Augusta for payment in full of the costs of repairing the improvements due to failure of material or poor workmanship as liquidated damages.

IN WITNESS WHEREOF, Developer has hereunto set its hand and seal and Augusta has caused the execution of the agreement by and through its duly authorized officers and agents, with its seal affixed, the day and year first above written.

Signed, sealed and delivered
in the presence of:

Southern Specialty Development Co.

by: James Kile
James Kile.
As Its: Treasurer

Christa Still
Phyllis S. Sherman

Notary Public
Richmond County, Georgia
Commission expires: 9/19/10

Augusta, Georgia Commission

by: _____ (L.S.)
as the Mayor

ATTEST:

Clerk of Commission

OK
8/23/08

SUBDIVISION: Walton Hills, Section 9

RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

WHEREAS, Drew Lane is an existing road in Richmond County, Georgia, open to public usage; and

WHEREAS, Richmond County desires to make Drew Lane a part of its County Road System.

NOW, THEREFORE, BE IT RESOLVED by the Augusta-Richmond County Commission-Council of Richmond County, Georgia, that Drew Lane is hereby added to its official County Road System of Record, being described as follows and as shown on the attached sketch map or plat showing the approximate alignment and location of said Road.

- (a) Points of beginning and ending:
Beginning at approx. 150' NE of Isaac Way
Extending approx. 1,280' W
- (b) Length of road to nearest 1/100th mile:
0.24 mile
- (c) Width & type of road surface:
31 foot from back of raised edge asphalt to back of raised edge asphalt; type E asphalt
- (d) Right-of-Way:
60 foot

The Augusta-Richmond County Commission-Council is hereby directed to forward a certified copy of this resolution to: Georgia Department of Transportation, Road Inventory Section District 2, Post Office Box 8, Tennille, Georgia 31089.

Adopted this _____ day of _____, 20____.

AUGUSTA-RICHMOND COUNTY
COMMISSION

BY: _____

Mayor

Attest: _____

Handwritten signature and date: 6/27/08

SUBDIVISION: Walton Hills, Section 9

RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

WHEREAS, Kaneck Way is an existing road in Richmond County, Georgia, open to public usage; and

WHEREAS, Richmond County desires to make Kaneck Way a part of its County Road System.

NOW, THEREFORE, BE IT RESOLVED by the Augusta-Richmond County Commission-Council of Richmond County, Georgia, that Kaneck Way is hereby added to its official County Road System of Record, being described as follows and as shown on the attached sketch map or plat showing the approximate alignment and location of said Road.

- (a) Points of beginning and ending:

Beginning at northern right-of-way line of Drew Lane

Extending NW approx. 1,242' to and including
cul-de-sac; then 993'± NE for a total of 2,235'± to
the eastern property line of Lot-62 Blk "L"

- (b) Length of road to nearest 1/100th mile:

0.42 mile

- (c) Width & type of road surface:

31 foot from back of raised edge asphalt to
back of raised edge asphalt; type E asphalt

- (d) Right-of-Way:

60 foot

The Augusta-Richmond County Commission-Council is hereby directed to forward a certified copy of this resolution to: Georgia Department of Transportation, Road Inventory Section District 2, Post Office Box 8, Tennille, Georgia 31089.

Adopted this _____ day of _____, 20____.

AUGUSTA-RICHMOND COUNTY
COMMISSION

BY: _____

Mayor

Attest: _____

*copy
8/27/08*

SUBDIVISION: Walton Hills, Section 9

RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

WHEREAS, Jocelyn Place is an existing road in Richmond County, Georgia, open to public usage; and

WHEREAS, Richmond County desires to make Jocelyn Place a part of its County Road System.

NOW, THEREFORE, BE IT RESOLVED by the Augusta-Richmond County Commission-Council of Richmond County, Georgia, that Jocelyn Place is hereby added to its official County Road System of Record, being described as follows and as shown on the attached sketch map or plat showing the approximate alignment and location of said Road.

- (a) Points of beginning and ending:
Beginning at northern right-of-way line of Drew Lane
Extending approx. 960' NW to southern right-of-way line
of Kaneck Way extended
- (b) Length of road to nearest 1/100th mile:
0.18 mile
- (c) Width & type of road surface:
31 foot from back of raised edge asphalt to
back of raised edge asphalt; type E asphalt
- (d) Right-of-Way:
60 foot

The Augusta-Richmond County Commission-Council is hereby directed to forward a certified copy of this resolution to: Georgia Department of Transportation, Road Inventory Section District 2, Post Office Box 8, Tennille, Georgia 31089.

Adopted this _____ day of _____, 20____.

AUGUSTA-RICHMOND COUNTY
COMMISSION

BY: _____

Mayor

Attest: _____

CS
8/27/08

SUBDIVISION: Walton Hills, Section 9

RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

WHEREAS, Isaac Way is an existing road in Richmond County, Georgia, open to public usage; and

WHEREAS, Richmond County desires to make Isaac Way a part of its County Road System.

NOW, THEREFORE, BE IT RESOLVED by the Augusta-Richmond County Commission-Council of Richmond County, Georgia, that Isaac Way is hereby added to its official County Road System of Record, being described as follows and as shown on the attached sketch map or plat showing the approximate alignment and location of said Road.

- (a) Points of beginning and ending:
Beginning at the eastern property line of Lot 8 Blk "N"
Extending approx. 1,255' NW to the southern right-of-way line of Kaneck Way extended
- (b) Length of road to nearest 1/100th mile:
0.24 mile
- (c) Width & type of road surface:
31 foot from back of raised edge asphalt to back of raised edge asphalt; type E asphalt
- (d) Right-of-Way:
60 foot

The Augusta-Richmond County Commission-Council is hereby directed to forward a certified copy of this resolution to: Georgia Department of Transportation, Road Inventory Section District 2, Post Office Box 8, Tennille, Georgia 31089.

Adopted this _____ day of _____, 20____.

AUGUSTA-RICHMOND COUNTY
COMMISSION

BY: _____

Mayor

Attest: _____

TOGETHER WITH THE RIGHT, when construction or maintenance is necessary, to dig such trenches in said property, as described by the deed, as may be necessary for the project; to pile thereon the material excavated, and to haul pipe, supplies and equipment connected with the construction and maintenance thereof, over, along, and across the said property.

THE PARTY OF THE FIRST PART, his heirs, legal representatives, and assigns, after the completion of the **PROJECT**, shall have the right to use said parcel in any manner not inconsistent or interfering with the rights herein granted, **EXCLUDING** the right to erect, construct, or maintain thereon any buildings or permanent improvements.

AS A PART of the consideration for said conveyance, the Party of the Second Part covenants as follows:

(a) To cause the top of the pipelines to be laid a sufficient depth below the surface of the ground so as to permit the use of the surface thereof by the Party of the First Part for normal agricultural purposes; however in the case of ravines, streams or low places on the property, the Party of the Second Part may install the pipelines above the ground, provided that the pipelines shall be laid and maintained so as not to interfere with the natural flow of the surface water or any streams thereon;

(b) To refill the trenches it shall dig in connection with repairs, construction, maintenance, or extension, so as to leave the land available and ready for ordinary purposes of agriculture;

(c) To exercise the right of extending, making repairs to and maintain said property in a careful and skillful manner, avoiding unnecessary damage to any crop, plants, shrubs or trees growing upon said parcel of land, and in case of any such unnecessary damage, to compensate the Party of the First Part for such damage; and

(d) To give reasonable notice to the Party of the First Part of its intention to enter the said property in the exercise of the rights herein conferred except in cases of emergency.

TO HAVE AND TO HOLD the aforesaid rights, ways, easements, privileges and appurtenances unto the said Party of the Second Part, its successors and assigns, in perpetuity.

AND THE SAID PARTY OF THE FIRST PART, his heirs and legal representatives shall and will forever warrant and defend unto the Party of the Second Part, his successors and assigns, the rights, ways, and easements, privileges, and appurtenances conveyed herein, against the claim or claims of any person or person whomsoever.

WHENEVER there shall be more than one grantor, the phrase "Party of the First Part" and all related pronouns, related pronouns and verbs shall read as if written in the plural form, and when appropriate such phrase and related pronouns and relative pronouns shall be read as if written in the feminine or neuter, and when the grantor is a corporation, the word "successor" shall be substituted for the words "heirs" and "legal representatives" at the appropriate place or places.

IN WITNESS WHEREOF, the said Party of the First Part has caused these presents to be executed the day and year first above written as the date of these presents.

SIGNED, SEALED, AND DELIVERED in our presence:

SOUTHERN SPECIALTY DEVELOPMENT CO.
Easement for Walton Hills, Section 9

By: James Kile
James Kile
As its: Treasurer

Karen Edenfield
Witness

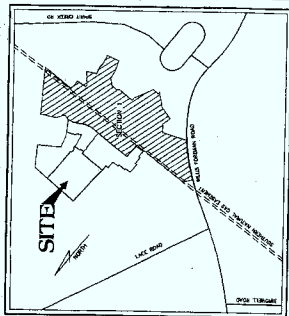
Pamela S. Haiman
Notary Public
My Commission Expires 9/19/10

Accepted by:
AUGUSTA, GEORGIA

By: _____
As Its Mayor

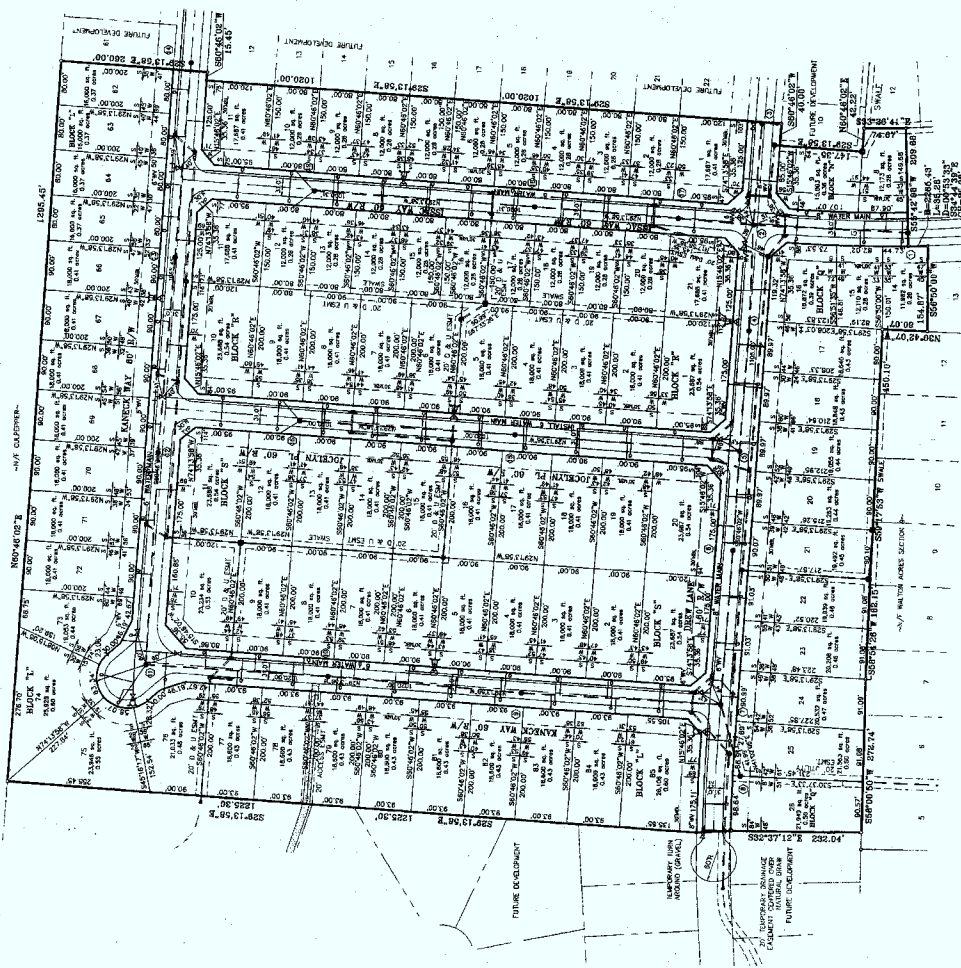
Attest: _____
Administrator

City
8/27/08



LOCATION MAP

ALL STORM DRAINS ARE REINFORCED CONCRETE PIPE (R.C.P.)
ALL SEWER LINES ARE 8" P.V.C. (SDR-35)
ALL WATER LINES ARE 6" OR 8" P.V.C. (SDR 200) AS SHOWN
ALL "AS-BUILT" MEASUREMENTS ARE CORRECT
AND FIELD VERIFIED BY THE CONTRACTOR
TO THE BEST OF MY KNOWLEDGE AND BELIEF.



②	STRUCTURE	TOP	LE
1	3.5 MH	97.27	125.95
2	3.5 MH	98.03	126.58
3	3.5 MH	98.10	126.61
4	3.5 MH	98.17	126.64
5	3.5 MH	98.24	126.67
6	3.5 MH	98.31	126.70
7	3.5 MH	98.38	126.73
8	3.5 MH	98.45	126.76
9	3.5 MH	98.52	126.79
10	3.5 MH	98.59	126.82
11	3.5 MH	98.66	126.85
12	3.5 MH	98.73	126.88
13	3.5 MH	98.80	126.91
14	3.5 MH	98.87	126.94
15	3.5 MH	98.94	126.97
16	3.5 MH	99.01	127.00
17	3.5 MH	99.08	127.03
18	3.5 MH	99.15	127.06
19	3.5 MH	99.22	127.09
20	3.5 MH	99.29	127.12
21	3.5 MH	99.36	127.15
22	3.5 MH	99.43	127.18
23	3.5 MH	99.50	127.21
24	3.5 MH	99.57	127.24
25	3.5 MH	99.64	127.27
26	3.5 MH	99.71	127.30
27	3.5 MH	99.78	127.33
28	3.5 MH	99.85	127.36
29	3.5 MH	99.92	127.39
30	3.5 MH	99.99	127.42
31	3.5 MH	100.06	127.45
32	3.5 MH	100.13	127.48
33	3.5 MH	100.20	127.51
34	3.5 MH	100.27	127.54
35	3.5 MH	100.34	127.57
36	3.5 MH	100.41	127.60
37	3.5 MH	100.48	127.63
38	3.5 MH	100.55	127.66
39	3.5 MH	100.62	127.69
40	3.5 MH	100.69	127.72
41	3.5 MH	100.76	127.75
42	3.5 MH	100.83	127.78
43	3.5 MH	100.90	127.81
44	3.5 MH	100.97	127.84
45	3.5 MH	101.04	127.87
46	3.5 MH	101.11	127.90
47	3.5 MH	101.18	127.93
48	3.5 MH	101.25	127.96
49	3.5 MH	101.32	127.99
50	3.5 MH	101.39	128.02
51	3.5 MH	101.46	128.05
52	3.5 MH	101.53	128.08
53	3.5 MH	101.60	128.11
54	3.5 MH	101.67	128.14
55	3.5 MH	101.74	128.17
56	3.5 MH	101.81	128.20
57	3.5 MH	101.88	128.23
58	3.5 MH	101.95	128.26
59	3.5 MH	102.02	128.29
60	3.5 MH	102.09	128.32
61	3.5 MH	102.16	128.35
62	3.5 MH	102.23	128.38
63	3.5 MH	102.30	128.41
64	3.5 MH	102.37	128.44
65	3.5 MH	102.44	128.47
66	3.5 MH	102.51	128.50
67	3.5 MH	102.58	128.53
68	3.5 MH	102.65	128.56
69	3.5 MH	102.72	128.59
70	3.5 MH	102.79	128.62
71	3.5 MH	102.86	128.65
72	3.5 MH	102.93	128.68
73	3.5 MH	103.00	128.71
74	3.		

WATER & SANITARY SEWER ASBUILT
WALTON HILLS, SECTION 9

WALTON HILLS, SECTION 9 24

SOUTHERN SPECIALTY DEVELOPMENT CORP.
for

PROPERTY LOCATED IN RICHMOND COUNTY IN THE 35TH G.M.D.
AUGUSTA - GEORGIA
SCALE: 1" = 100'
DECEMBER 3, 2007

100' 0 100'

PREPARED BY:
JAMES G. SWIFT & ASSOCIATES

CONSULTING ENGINEERS
1206 INTERSTATE PARKWAY ~ AUGUSTA, GA - 30909
Phone: (706) 868-8803

STATE OF GEORGIA
COUNTY OF RICHMOND

MAINTENANCE AGREEMENT

(Utility Water)

THIS AGREEMENT, entered into this _____ day of _____, 20____ by and between the **Southern Speciality Development Co., Walton Hills S/D, Section 9**, hereinafter referred to as the "**DEVELOPER**", and **AUGUSTA, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as the "**CITY**."

WHEREAS, the **DEVELOPER** requested that the **Augusta, Georgia** accept certain sewer lines, water lines and mains or mains, pipes, valves, and connections, and appurtenances for the subdivision, as shown by deed contemporaneously tendered and recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Reel _____ Page _____; and

WHEREAS, the **CITY** has adopted a policy requiring the **DEVELOPER** to maintain all installations laid or installed in the subdivision for a period of eighteen months, which the **CITY** accepts by deed;

NOW, THEREFORE, in consideration of the premises, the expense previously incurred by the **DEVELOPER** and the mutual agreement hereinafter set out, **IT IS AGREED** that:

(1) The **CITY** accepts certain sewer lines, water lines and mains or mains, pipes, valves, and connections, and appurtenances for the subdivision, respectively described in the deed contemporaneously tendered herewith to the Augusta Commission, recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Reel _____ Page _____.

(2) The **DEVELOPER** agrees to maintain all the installations laid or installed in said subdivision as described in said deed for a period of eighteen months from the date herein.

(3) The **DEVELOPER** agrees that, if during said eighteen month period there is a failure of the installations laid or installed in said subdivision described in the deed due to failure or poor workmanship, the **DEVELOPER** shall be responsible for adequate maintenance and repair.

(4) In the event of such failure of the improvements, the **CITY** shall notify the **DEVELOPER** and set forth in writing the items in need of repair. The **DEVELOPER** shall present, within fifteen business days, its proposed plan of repair and shall have the repairs completed in a reasonable time, as determined by the **CITY**.

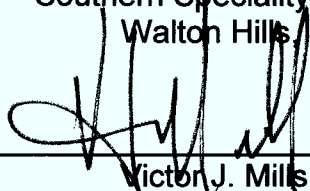
(5) If, in the event of an emergency, as determined by the **CITY**, the **DEVELOPER** is unable to respond in a timely manner, the **CITY** shall be authorized to erect barricades, traffic direction devices and such other temporary measures as are necessary to remedy the emergency nature of the problem at the **DEVELOPER'S** expense and allow the **DEVELOPER** time to make the needed repairs.

(6) In the event the **DEVELOPER** fails to comply with the terms of this agreement, then the **CITY** shall proceed to have the necessary corrective work done, and the **DEVELOPER** agrees to be responsible to the **CITY** for payment in full of costs of repairing the improvements due to failure of material or poor workmanship as liquidated damages.

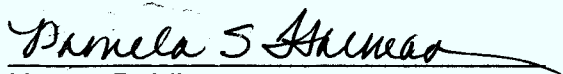
IN WITNESS WHEREOF, the **DEVELOPER** has hereunto set his hand and seal and the **CITY** has caused the execution of this agreement by and through its duly authorized officers and agents, with its seal affixed, the day and year first above written.

SIGNED, SEALED, AND DELIVERED DEVELOPER in our presence:

Southern Speciality Development Co.
Walton Hills, Section 9

By: 
Victor J. Mills
As its: President


Witness

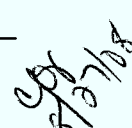

Notary Public
My Commission Expires 9/19/10

Date: August 5, 2008

Accepted by:
AUGUSTA, GEORGIA

By: _____
As Its Mayor

Attest: _____
Administrator


8/5/08