



Engineering Services Committee Committee Room- 5/29/2007- 1:30 PM
Meeting

ENGINEERING SERVICES

1. Motion to approve acquisition of right-of-way and easement between Melaver/Enterprise Mill, LLC, as Owner, and Augusta, Georgia, in connection with the St. Sebastian Way Project for 0.143 acre in fee and 0.250 acre (10,907.65 sq. ft.) of permanent construction and maintenance easement for the following property located at 1450 Greene Street for a purchase price of \$132,960.00. ☐ [Attachments](#)

2. Motion to approve the acquisition of a right-of-way and easement from Georgia Power Company, as owner, and Augusta, Georgia, in connection with the St. Sebastian Way Project for 0.994 acre(43,283.75 sq. ft.) in fee and 0.277 acre (12,046 sq. ft.) of permanent construction and maintenance easement for the following property located at Fifteenth Street for a purchase price of \$562,256.00. ☐ [Attachments](#)

3. Approve award of the contract for RFP 07-121, “Broad Street Median Repairs” to the low bidder, Horizon Construction of Evans, Georgia in the amount of \$48,000. ☐ [Attachments](#)

4. Approve award of construction of Deans Bridge Road MSW Landfill Phase III, Stage I, Cell 2A to Cooper, Barnette and Page, Inc. ☐ [Attachments](#)

5. Approve award of Stand-by Engineering Contract for the Augusta Solid Waste Department to Atlantic Coast Consulting. ☐ [Attachments](#)

6. Discuss/approve Broad Street Improvements. (Requested by Commissioner Cheek) ☐ [Attachments](#)

7. Presentation by Mr. Charlie Ivey, Jr. regarding trash ☐ [Attachments](#)
containers left on the street after hours.
8. Motion to authorize condemnation of a portion of ☐ [Attachments](#)
Property # 051-0-038-03-0 1643 Saybrook Drive, which
is owned by Frank T. Delley, for 1,151 Sq. Feet of
Temporary Easement. PW Project Belair Hills Project.
9. Motion to authorize a portion of Property # 052-0-092- ☐ [Attachments](#)
00-0 Barrett Street, which is owned by Lisa B. Norwood
and Margaret M. Brodie, for 1,008 Sq. Feet of Temporary
Easement. PW Project Belair Hills Subdivision
Improvement Project.
10. Motion to authorize condemnation of a portion of ☐ [Attachments](#)
property 052-0-112-00-0 3916 Carolyn Street, which is
owned by Mattie Bell Harper Long, for 3,800 Sq. Feet of
Permanent Easement and 1,325 Sq. Feet of Temporary
Easement. PW Project Belair Hills Subdivision
Improvement Project.
11. Motion to authorize condemnation of a portion of ☐ [Attachments](#)
Property # 052-0-111-00-0 3918 Carolyn Street, which is
owned by Mattie Bell Harper Long, for 3,900 Sq. Feet of
Permanent Easement and 1,750 Sq. Feet of Temporary
Easement. PW Project Belair Hills Subdivision
Improvement Project.
12. Motion to authorize condemnation of a portion of ☐ [Attachments](#)
property # 052-0-110-00-0 3920 Carolyn Street, which is
owned by Mattie Bell Harper Long, for 1,999.03 Sq. Feet
of Temporary Easement. PW Project Belair Hills
Subdivision Improvement Project.
13. Motion to authorize condemnation of a portion of ☐ [Attachments](#)
Property # 012-0-092-01-0 2860 Washington Road,
which is owned by MJ Properties of Augusta, LLC, for
917.09 Sq. Feet of Right of Way, 1,334.37 Sq. Feet of
Permanent Easement, and 435.28 Sq. Feet of Temporary

Easement. PW Project Washington Road Intersection Improvements Project.

14. Motion to authorize condemnation of a portion of Property # 051-0-242-00-0 3947 Barrett Street, which is owned by Stephen and Terry Waters, for 2,938 Sq. Feet of Permanent Easement and 850 Sq. Feet of Temporary Easement. PW Project Belair Hills Subdivision Improvement Project. ☐ [Attachments](#)
15. Motion to authorize condemnation on a portion of Property # 052-0-125-00-0 3919 Barrett Street, which is owned by Willie L. and Carol Roundtree, for 1,988 Sq. Feet of Permanent Easement and 994 Sq. Feet of Temporary Easement. PW Project Belair Hills Subdivision Improvement Project. ☐ [Attachments](#)
16. Authorize award of bids for Pre-purchase of Multi-Stage Centrifugal Blower Equipment (Bid Item 06-154) for the James B. Messerly Water Pollution Control Plant Master Plan Implementation Phase 1 Project to the lowest responsive bidder. ☐ [Attachments](#)
17. Approve resolution of various issues related to termination of MWH Constructors' involvement in James B. Messerly WPCP Master Plan Implementation Phase 1 Project. ☐ [Attachments](#)
18. Receive proposal regarding enhancements to the James Brown statue. ☐ [Attachments](#)
19. Presentation by Ms. Matthias regarding the opening of a family child care/community center. ☐ [Attachments](#)
20. Motion to approve and accept two Norfolk Southern (Central of Georgia) Easement Deeds for Project 60115 - Main Interceptor Upgrade. ☐ [Attachments](#)
21. Approve list of County roads to resurface, using County Forces and funding from SPLOST III (County Forces ☐ [Attachments](#)

Resurfacing).

22. Approve low bid from Empire Tree & Turf in amount of ☐ [Attachments](#)
\$26,375.00 for tree pruning/removal.
23. Approve award of construction contract to Blair ☐ [Attachments](#)
Construction, Inc. in the amount of \$241,225.45 for the
Winchester Subdivision Drainage Improvements Project,
subject to receipt of signed contracts and proper bonds.

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**Engineering Services Committee Meeting
5/29/2007 1:30 PM**

Acquisition of Right of Way St. Sebastian Project No. 9 036-3-101-04-0

Department:	County Attorney - Stephen E. Shepard, Attorney
caption2:	Motion to approve acquisition of right-of-way and easement between Melaver/Enterprise Mill, LLC, as Owner, and Augusta, Georgia, in connection with the St. Sebastian Way Project for 0.143 acre in fee and 0.250 acre (10,907.65 sq. ft.) of permanent construction and maintenance easement for the following property located at 1450 Greene Street for a purchase price of \$132,960.00.
Background:	The property owner has agreed to convey a certain right-of-way and permanent construction and maintenance easement to Augusta, Georgia, for the St. Sebastian 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. The County will advance the necessary funds for the purchase and the Georgia Department of Transportation will reimburse the funds advanced by Augusta, Georgia after acquisition of the property.
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:	Will be reimbursed by Georgia DOT.

REVIEWED AND APPROVED BY:

**Administrator.
Clerk of Commission**

AUGUSTA, GEORGIA
OPTION FOR RIGHT-OF-WAY

GEORGIA, RICHMOND COUNTY
P.I.#: 262750
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 \$132,960.00, 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 St. Sebastian Way/Greene St./15th Street Project DE-00MS(389), being Project Parcel 9 (Tax Map 36-3, Parcel(s) 101.04), consisting of 0.143 acre in fee and 0.250 acre (10,907.65 sq. ft.) of permanent construction & maintenance easement. Also granted is (are) 4 temporary driveway easement(s) on Project St. Sebastian Way/Greene St./15th Street Project DE-00MS(389).

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

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

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

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

Grantor may retain title to N/A for sum of \$, 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 right-of-way or any subsequent location improvements.
4. Grantor will leave on deposit with Augusta, Georgia, the additional sum of \$ 0.00, 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 9
(Tax Map 36-3, Parcel No 101.04)

INITIALS AS

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. N/A

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 St. Sebastian Way/Greene St./15th Street Project DE-00MS(389).

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

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

to Witness my hand and seal this 28th day of March, 2007.

Signed, Sealed and Delivered
in the presence of:

MELAVAR/ENTERPRISE MILL, LLC

Man R. Da
Unofficial Witness

By: Melaver/Enterprise Mill Manager, Inc.
As Its: Manager

Christine A. Russo
NOTARY PUBLIC

By: [Signature] (L.S.)
As Its: CFO

(L.S.)

CHRISTINE A. RUSSO
Notary Public, Chatham County, GA
My Commission Expires April 4, 2010

AUGUSTA, GEORGIA

ACCEPTED: DEPARTMENT OF TRANSPORTATION

By: Ronald A. Bonville 4-16-07
Date

Administrator

DATE

PROJECT PARCEL 9
(Tax Map 36-3, Parcel No. 101.04)



**Engineering Services Committee Meeting
5/29/2007 1:30 PM**

Acquisition of Right-of-Way and Easement St. Sebastian Parcel No. 30 Tax Map 036-3-032-00-0

Department:	County Attorney - Stephen E. Shepard, Attorney
caption2:	Motion to approve the acquisition of a right-of-way and easement from Georgia Power Company, as owner, and Augusta, Georgia, in connection with the St. Sebastian Way Project for 0.994 acre(43,283.75 sq. ft.) in fee and 0.277 acre (12,046 sq. ft.) of permanent construction and maintenance easement for the following property located at Fifteenth Street for a purchase price of \$562,256.00.
Background:	The property owner has agreed to convey a certain right-of-way and permanent construction and maintenance easement to Augusta, Georgia for the St. Sebastian 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. The County will advance the necessary funds for the purchase and the Georgia Department of Transportation will reimburse the funds advanced by Augusta, Georgia after acquisition of the property.
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:	Will be reimbursed by Georgia DOT.

REVIEWED AND APPROVED BY:

**Administrator.
Clerk of Commission**



ENGINEERING DEPARTMENT

Abie L. Ladson, P.E.
Director

Jim Williamson
Land Acquisition Manager

April 19, 2007

Jim Plunkett
Attorney at Law
c/o Shepard, Plunkett, Hamilton & Boudreaux LLP Attorney's
701 Greene Street, Suite 104
Augusta, GA 30901

SUBJECT: St. Sebastian Way/Greene St./15th St.
GDOT Project No. - DE-OOMS(389)
ARC Proj. No. 327-04-296812003
Project Parcel 30

Dear Mr. Plunkett:

There was no executed counter offer option for Project Parcel 30, on the St. Sebastian Way/Greene St./15th St. Project, as the State Highway Department in Atlanta handled the negotiations. They approved the amount of \$562,256.00, as indicated on the Administrative Settlement Analysis Agreement, signed and approved by Ruthie Jones of the Georgia Department of Transportation. We need you to have a check prepared, along with closing documentation. We would like for you to expedite this as quickly as possible. Be sure and calculate the taxes. This payment will be totally reimbursed by the State once we have closed.

Also attached are the "IRS Reporting Information" form, and a "Settlement and Disbursement Statement" form that need to be completed by your staff and returned to us for the seller's signature at closing. There's a "Property Owner's Affidavit" included in this information. The deed will be sent as soon as we receive it from the DOT. These items should be returned to us to become part of the closing package.

You have prepared a preliminary title certificate for us, and for closing we need a final title certificate; the form is enclosed.

*Check for land -
check for everything else -*

Land Acquisition/Right-of-Way
1815 Marvin Griffin Road - Augusta, GA 30906
(706) 796-5040 - Fax (706) 796-5045
WWW.AUGUSTAGA.GOV

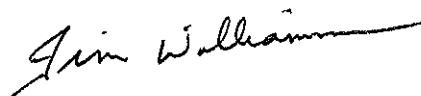
Item # 2

Jim Plunkett
Page 2
April 19, 2007

Owner Information:
Georgia Power Company
BIN 10120
241 Ralph McGill Blvd. NE
Atlanta, Georgia 30308
Telephone (706) 506-2247

If additional information is needed, please advise.

Sincerely,

A handwritten signature in cursive script that reads "Jim Williamson". The signature is written in dark ink and is positioned above the printed name and title.

Jim Williamson
Land Acquisition Manager

JW/il

Attachments

ADMINISTRATIVE SETTLEMENT ANALYSIS

PROJECT #: DE-OOMS(389)

COUNTY: Richmond

P.I.#: 262750

PARCEL #: 30

OWNER: Georgia Power Company

COUNTER OFFER: \$ 364,663.00 Cost to Cure Estimate
 \$ 197,593.00 Land
 \$562,256.00

A. **Estimated Fair Market Value:** \$ 335,780.00 - New FMV \$431,784.00

Date Rel/General Office: 07/07/2006 and 01/12/2007

B. **Denote with an asterisk (*) the Appraisal or Appraisals listed below which forms Basis of the Estimate of Fair Market Value.**

	LAST NAME OF APPRAISER	AMOUNT OF APPRAISALS	DATE OF APPRAISALS
(1)	Maxwell/Strickland	\$ 337,805.00	06/02/2006
(2)			
(3)			

C. **Possible or Probable Areas of Vulnerability in Approved Estimate of Value:**

Georgia Power officials have stated their operating process with Georgia DOT is to agree on a cost to cure estimate plus land values and to complete the necessary work from the above mentioned estimate, so that Georgia Power Company does NOT incur cost whereby Georgia Power Company loses money curing the acquisition rework. Any amount under the Cost Estimate (actual cost) will be refunded by Georgia Power Company.

D. Conclusions:	Counter Offer	\$ 562,256.00
	Fair Market Value	<u>\$ 431,784.00</u>
	Increase	\$ 130,472.00

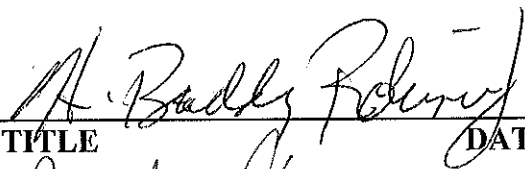
It is recommended that the counter offer be accepted based upon the following:

The engineering sensitivity of 15th Street Walton Way Sub Station property. The cost to cure work performed by Georgia Power and contractors plus overhead factors may justify the high cost due to re-establish ground fields and other additional work items on and within an existing operating Substation.

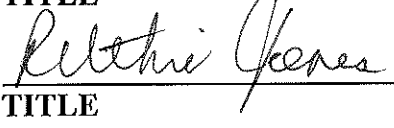
Further consideration must be given to the cost of potential court action. Costs for court alone can run upwards to \$5,500.00. Associated costs included in this amount would be the additional expense of court appraisals, depositions, interrogatories, and state personnel time. Based on the above analysis, along with these potential costs and the additional cost of negotiation time, I believe it would be in the Department's best interest to accept this counter offer.

RECOMMEND ~~APPROVAL/DISAPPROVAL~~

 APPROVAL/DISAPPROVAL


TITLE

3-22-07
DATE


TITLE

3/30/07
DATE



**Engineering Services Committee Meeting
5/29/2007 1:30 PM
Award Contract for Repair to Broad Street Median Intersections**

Department: Public Services Department - Facilities Management Division

caption2: Approve award of the contract for RFP 07-121, "Broad Street Median Repairs" to the low bidder, Horizon Construction of Evans, Georgia in the amount of \$48,000.

Background: The planters at the intersections of Broad and 6th, 7th, 8th, 9th, and 10th Streets have been significantly damaged by vehicular traffic over the years. Bid Item #07-121 was issued to engage a contractor to repair the accumulated damage. Three responses were received. Horizon Construction is the lowest responsive bidder.

Analysis: Horizon Construction is the low bid and met the requirements of the Request for Bids.

Financial Impact: The contract amount is \$48,000.

Alternatives: 1. Approve award of the contract for RFP 07-121, "Broad Street Median Repairs" to the low bidder, Horizon Construction of Evans, Georgia in the amount of \$48,000. 2. Do not award the contract.

Recommendation: #1. Approve award of the contract for RFP 07-121, "Broad Street Median Repairs" to the low bidder, Horizon Construction of Evans, Georgia in the amount of \$48,000.

Funds are Available in the Following Accounts: SPLOST Phase III Urban GL 327-04-1110, JL 296-81-2030

REVIEWED AND APPROVED BY:

**Finance.
Administrator.
Clerk of Commission**



Engineering Services Committee Meeting

5/29/2007 1:30 PM

Award of Construction of Deans Bridge Road MSW Landfill Phase III, Stage I, Cell 2A to Cooper, Barnette and Page, Inc.

Department: Solid Waste

caption2: Approve award of construction of Deans Bridge Road MSW Landfill Phase III, Stage I, Cell 2A to Cooper, Barnette and Page, Inc.

Background: In the past few years the Solid Waste Department has seen a gradual increase the amount of trash brought to the landfill. With this ongoing stream of incoming waste the landfill requires expansion and construction of a new landfill cell. It is for this reason that the Solid Waste Department released for bid the construction of what is known as Phase III, Stage I, Cell 2A. This is a lengthy process that should begin soon so that there is enough time to get all of the necessary state inspections and approvals.

Analysis: The expansion of the landfill was permitted by the Georgia Environmental Protection Division a few years ago as the capacity of the older landfill cells approached capacity. As Augusta has begun filling the active landfill cell with garbage, it is necessary to expand the active area to the neighboring cell and begin preparing it to receive trash. About the time that construction is complete on the new cell, 2A, the current cell will be at a stage where tie-in to those slopes will be both easiest and safest for our staff. Also, once the newly constructed cell is approved by Georgia Environmental Protection Division to receive trash the current construction schedule allows us adequate time to select loads of trash that meet the rather stringent criteria for placement on the floor of the cell. These items must be chosen and placed carefully to form the floor so that the drainage layers and liner are protected from punctures or damage. The Solid Waste Department received five proposals in response to RFP#07-122, Deans Bridge Road MSW Landfill Phase III, Stage I, Cell 2A Construction. One

of the five was considered to be “noncompliant” due to lack of the requested number of copies and a missing Conflict of Interest form. The remaining four proposals were evaluated in accordance with Procurement Department requirements, and Cooper, Barnette & Page, Inc. provided the lowest cost bid for the requested work.

Financial Impact: Adequate funds are available for the amount of \$3,941,719.00 which includes \$3,583,380.91 for construction and \$358,338.09 (10%) for project contingency.

Alternatives: 1. Recommend awarding the contract to Cooper, Barnette & Page. 2. Do not approve the award and limit the landfill’s current life to the space remaining in the active cell.

Recommendation: Alternative 1

Funds are Available in the Following Accounts: 543-04-4210/54.12110

REVIEWED AND APPROVED BY:

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



SOLID WASTE DEPARTMENT

Mark Johnson
Director

MEMORANDUM

TO: Ms. Geri Sams, Procurement

FROM: Mark Johnson *my*

DATE: May 7, 2007

SUBJECT: Bid 07-122 Review of Bids and Selection of Consultant

In response to Bid Item 07-122, Deans Bridge Road MSW Landfill Phase III Stage I, Cell 2A, five bids were received; however, one of the five was considered noncompliant due to an incomplete package.

The bids were opened on May 2, 2007. The results are summarized below:

Proposer	Bid Amount	Alternate 1	Total
Comanco	\$4,199,240.50	0.00	\$4,199,240.50
L-J, Inc.	\$6,190,719.50	+\$135,890.00	\$6,326,609.50
Southeast Environmental Contracting	\$3,793,223.00	+\$93,500.00	\$3,886,723.00
Cooper, Barnette & Page	\$3,568,005.00	+\$15,375.91	\$3,583,380.91

The bids were evaluated based on overall cost. Based on this, it is my recommendation that the contract be awarded to Cooper, Barnette & Page. Please note that some of the bid figures were totaled incorrectly in the submitted bid packages. The table above reflects the corrected totals. This did not affect the ranking of the firms and did not change the outcome of the consultant selection.

There were no local firms that submitted a bid; therefore, the Local Preference Ordinance does not apply.

Thank you in advance for your time and attention. Please feel free to contact me at 706-592-3201, should you have any questions or require any additional information.

Solid Waste Department
4330 Deans Bridge Road – Blythe, Georgia 30805
(706) 592-3200 Fax – (706) 592-1658
WWW.AUGUSTAGA.GOV

Item # 4

9 MAY '07 AM 11:09

Bid Item #07-122
Deans Bride Road, MSW Landfill Phase III Stage 1, Cell 2A
Solid Waste Landfill
Due: Tuesday, May 1, 2007 @ 3:00 p.m.

	Bid Amount	Alternate 1	Bid Bond	Addendum 1-4	6 Copies
Camanco 4301 Sterling Commerce Dr. Plant City FL 33569	\$4,199,240.50		X	X	X
L-J Inc. 220 Stoneridge Dr., Suite 405 Columbia, SC 29210	\$5,840,719.50	(increase) \$135,890.00	X	X	X
SEC Southeast Env. 5667 Val Del Road Hahira, GA 31632	\$3,793,223.00	(increase) \$93,500.00	X	X	X
Mabus Brothers 920 Molly Pond Rd. Augusta, GA 30901	Noncompliant				
Cooper-Barnette & Page 1928 Executive Park Dr. Statham, GA 30666	\$3,568,000.00	(increase) \$15375.91	X	X	X
T&K Construction LLC 235 Country Road 1242 Vinemont, AL 35179					
Delmonico Restorations & Dev. 817 W. Peachtree St., Suite 3210 Atlanta, FA 30308					
ISCO 4972 Newpark Lane Atworth, GA 30101					
Phillips & Jordon 2100 Faurfix Rd., Suite 100 Greensboro, NC 27407					
WRS Infrastructure & Env. 5555 Oakbrook Pkwy, Suite 175 Norcross, GA 30093					



Engineering Services Committee Meeting

5/29/2007 1:30 PM

Award Stand-by Engineering Contract for the Augusta Solid Waste Department to Atlantic Coast Consulting

Department: Solid Waste

caption2: Approve award of Stand-by Engineering Contract for the Augusta Solid Waste Department to Atlantic Coast Consulting.

Background: The Solid Waste Department has historically required a variety of consultants to handle everything from landfill design, permitting, environmental testing, and surveying to the more specialized areas of expertise, including waste analysis, construction management, construction quality assurance, and landfill gas testing. It is very challenging to have different consultants on site for each different project. Plus, it is very time-consuming to have to bid each project and take the time to get the consultant up to speed on the various site conditions and project history. With this in mind, we have prepared and bid a Stand-by Engineering contract to facilitate this process.

Analysis: In order to run the Solid Waste Department and Landfill at peak efficiency and also remain in compliance with the variety of environmental regulations a landfill must constantly wade through, it is our opinion, and industry practice, to have one consultant under contract that can handle a variety of tasks. This will ultimately save Augusta both time and money, and allow for greater overall staff productivity. Over the coming few years, the Solid Waste Department will be required to undertake a number of operational milestones. We will formally close a landfill cell. This cell – known as 2C – will require design of a closure plan, design and placement of a cap, construction quality assurance of that cap, vegetation management, and final Georgia Environmental Protection Division inspection and approval. The Department is also building a new cell – known as Phase III, Stage I, Cell 2A – which will also

require design, construction quality assurance, leachate system installation, and other geotechnical services. The landfill has various ongoing environmental requirements which include semi-annual groundwater/surface water/storm water monitoring and reporting, air permitting and reporting, constant gas system monitoring and “tuning”, and gas system expansion, to list only a few. Some of those environmental requirements are more stringent due to our recent listing on Georgia EPD’s Hazardous Site Inventory, making it imperative that the environmental testing is performed at a highly professional level. The Solid Waste Department received two proposals in response to RFP#07-097, Stand-By Engineering Services for the Augusta Solid Waste Department. Those two proposals were evaluated in accordance with Procurement Department requirements, and Atlantic Coast Consulting provided both the highest overall score (most qualified) and the lowest cost for the requested work package.

Financial Impact: Adequate funds are available. We have estimated the annual cost by looking ahead at upcoming tasks and projecting those amounts. It is our recommendation that encumbering \$625,000 annually will be adequate at this time.

Alternatives: 1. Recommend awarding the contract to Atlantic Coast Consulting. 2. Do not approve the award and force the Solid Waste Department to bid each project separately causing project delays and additional costs.

Recommendation: Alternative 1

Funds are Available in the Following Accounts: 541-04-4210/52.5212115 in an amount of \$285,000 with the remained coming from 541-10-1110/60.11110 (\$340,000)

REVIEWED AND APPROVED BY:

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

**SOLID WASTE DEPARTMENT****Mark Johnson**
Director**MEMORNADUM**

TO: Ms. Geri Sams, Procurement

FROM: Mark Johnson *mj*

DATE: April 13, 2007

SUBJECT: RFP 07-097 Review of Proposals and Selection of Consultant

In response to Request for Proposal 07-097, Stand-By Engineering Services for the Solid Waste Department, two proposals were received – one from Atlantic Coast Consulting (ACC) and one from Gannett Fleming, Inc. (GF). Both were received on time and with all the necessary attachments.

The proposals were evaluated on April 12, 2007 by me, Phyllis Mills, and Lori Videtto. The score sheets are attached hereto, and the results are summarized below:

Proposer	Score #1	Score #2	Score #3	Total
ACC	92.5	93.5	88.5	274.50
GF	82.06	76.08	84.08	242.22

The proposals were evaluated based on the specialized experience of the firm, project personnel, approach to work, cost, and other considerations. In addition, each proposer was asked to meet a list of minimum qualification requirements which also factored into the overall score.

Based on the review criteria and overall score, it is my recommendation that the contract be awarded to Atlantic Coast Consulting. ACC had the lowest overall cost and scored the highest in the other areas evaluated. Additionally, the difference between the costs of the two proposers was greater than 5%, therefore, the Local Preference Ordinance does not apply.

Thank you in advance for you time and attention. Please feel free to contact me at 706-592-3200, should you have any questions or require any additional information.

Solid Waste Department
4330 Deans Bridge Road – Blythe, Georgia 30805
(706) 592-3200 Fax – (706) 592-1658
WWW.AUGUSTAGA.GOV

RFP Item #07-097
Stand-By Engineering for the ARC MSW Landfill
Solid Waste Department
Tuesday, March 20, 2007 @ 3:00 p.m.

Vendor	Original	6 Copies	Fee	Addendum 1
Atlantic Coast Consulting, Inc. 630 Colonial Park Drive, Suite 110 Roswell, Ga 30911	X	X	X	X
Gannett Fleming Building 100, Suite 120 2743 Perimeter Parkway Augusta, Ga 30909	X	X	X	X



**Engineering Services Committee Meeting
5/29/2007 1:30 PM
Broad Street Improvements**

Department: Clerk of Commission

caption2: Discuss/approve Broad Street Improvements. (Requested by Commissioner Cheek)

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:

Clerk of Commission



**Engineering Services Committee Meeting
5/29/2007 1:30 PM
Charlie Ivey Jr.**

Department: Clerk of Commission

caption2: Presentation by Mr. Charlie Ivey, Jr. regarding trash containers left on the street after hours.

Background:

Analysis:

Financial Impact:

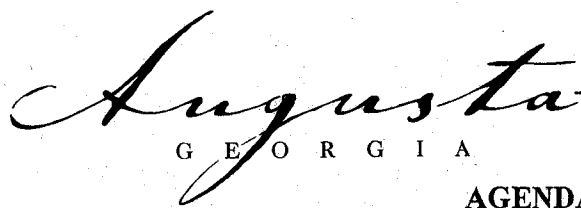
Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:

Clerk of Commission



AGENDA ITEM REQUEST FORM

Commission/Committee: (Please check one)

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

Contact Information for Individual/Presenter Making the Request:

Name: Mr Charlie Furey SR
Address: 2120 Telfair St 30904
Telephone Number: 706-736-2230
Fax Number: _____
E-Mail Address: _____

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

Trash Containers left on
streets after hours.

Please send this request form to the following address:

Ms. Lena J. Bonner
Clerk of Commission
Room 806 Municipal Building
530 Greene Street
Augusta, GA 30911

Telephone Number: 706-821-1820
Fax Number: 706-821-1838
E-Mail Address: lbonner@augustaga.gov

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

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



**Engineering Services Committee Meeting
5/29/2007 1:30 PM
Condemnation - Frank T. Delley**

Department: County Attorney - Stephen E. Shepard, Attorney

caption2: Motion to authorize condemnation of a portion of Property # 051-0-038-03-0 1643 Saybrook Drive, which is owned by Frank T. Delley, for 1,151 Sq. Feet of Temporary Easement. PW Project Belair Hills Project.

Background: The appraised value of the easement is \$492.00. Due to unsuccessful negotiations with Mr. Delley, it is necessary to pursue condemnation.

Analysis: Condemnation is required in order to acquire easement.

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

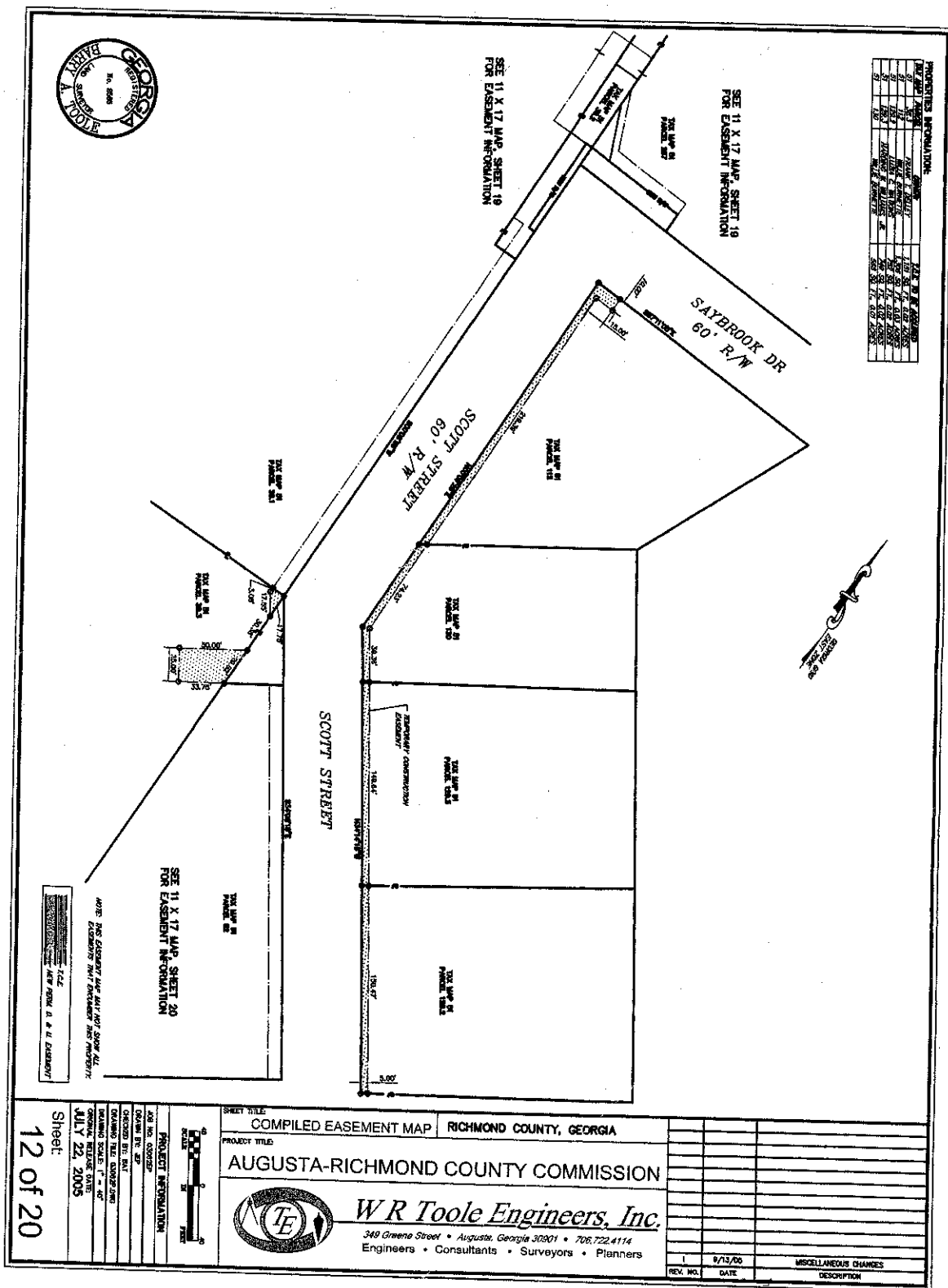
Alternatives: Deny the authorization to condemn.

Recommendation: Approve the authorization to condemn.

Funds are Available in the Following Accounts: G/L 324-04-1110-54.11120 J/L 203824335-54.11120

REVIEWED AND APPROVED BY:

**Administrator.
Clerk of Commission**





Engineering Services Committee Meeting
5/29/2007 1:30 PM
Condemnation - Lisa Norwood and Margaret M. Brodie

Department: County Attorney - Stephen E. Shepard, Attorney

caption2: Motion to authorize a portion of Property # 052-0-092-00-0 Barrett Street, which is owned by Lisa B. Norwood and Margaret M. Brodie, for 1,008 Sq. Feet of Temporary Easement. PW Project Belair Hills Subdivision Improvement Project.

Background: The appraised value of the easement is \$81.00. Due to an unjustifiable counter offer proposed by the owners, a negotiation has not been possible.

Analysis: Condemnation is required to acquire the easement.

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

Alternatives: Deny the authorization to condemn.

Recommendation: Approve the authorization to condemn.

Funds are Available in the Following Accounts: G/L 324-04-1110-54.11120 J/L 203824335-54.11120

REVIEWED AND APPROVED BY:

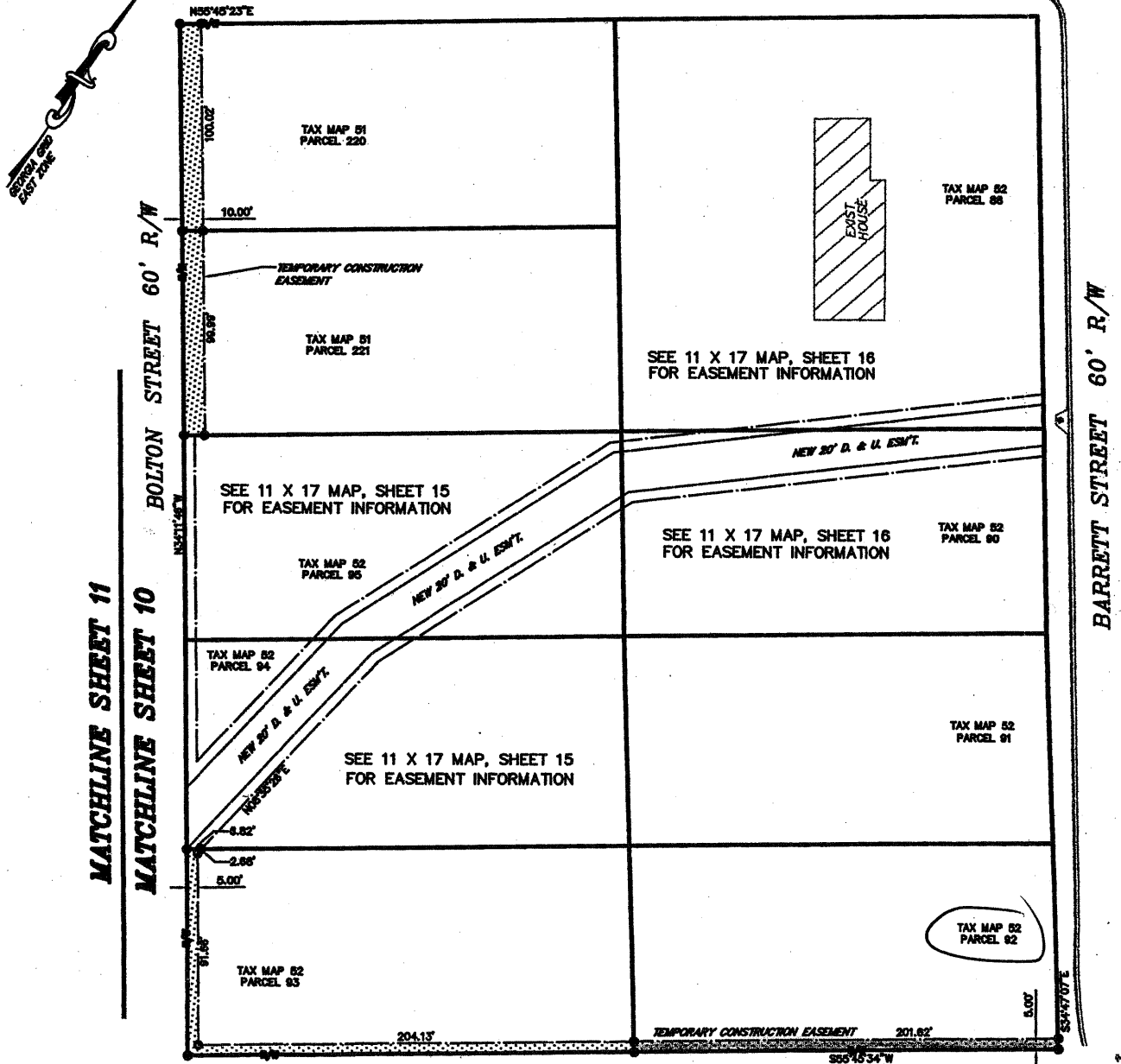
Administrator.
Clerk of Commission

PROPERTIES INFORMATION:

TAX MAP	PARCEL	OWNER	TAX TO BE ASSIGNED
52	92	CYNTHIA BUTLER	1,000 SQ. FT. 0.02 ACRES
52	93	PIONEERS, INC.	1,000 SQ. FT. 0.02 ACRES
51	220	LEONARD M. GANES	1,000 SQ. FT. 0.02 ACRES
51	221	LEONARD M. GANES	1,000 SQ. FT. 0.02 ACRES

THIS IS
FOR 1,008 sq.ft.

HILDA COURT 60' R/W



WOODSIDE AVENUE 60' R/W

THIS IS
Temp. Construction
Easement
MAP 52
PARCEL 92
Em #9



**Engineering Services Committee Meeting
5/29/2007 1:30 PM
Condemnation - Mattie Bell Harper Long**

Department: County Attorney - Stephen E. Shepard, Attorney

caption2: Motion to authorize condemnation of a portion of property 052-0-112-00-0 3916 Carolyn Street, which is owned by Mattie Bell Harper Long, for 3,800 Sq. Feet of Permanent Easement and 1,325 Sq. Feet of Temporary Easement. PW Project Belair Hills Subdivision Improvement Project.

Background: The appraised value of the easement is \$1,626.00. Due to unsuccessful attempts to contact both the property owner and the property manager regarding this matter, a negotiation has not been reached.

Analysis: Condemnation is required in order to acquire the easement.

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

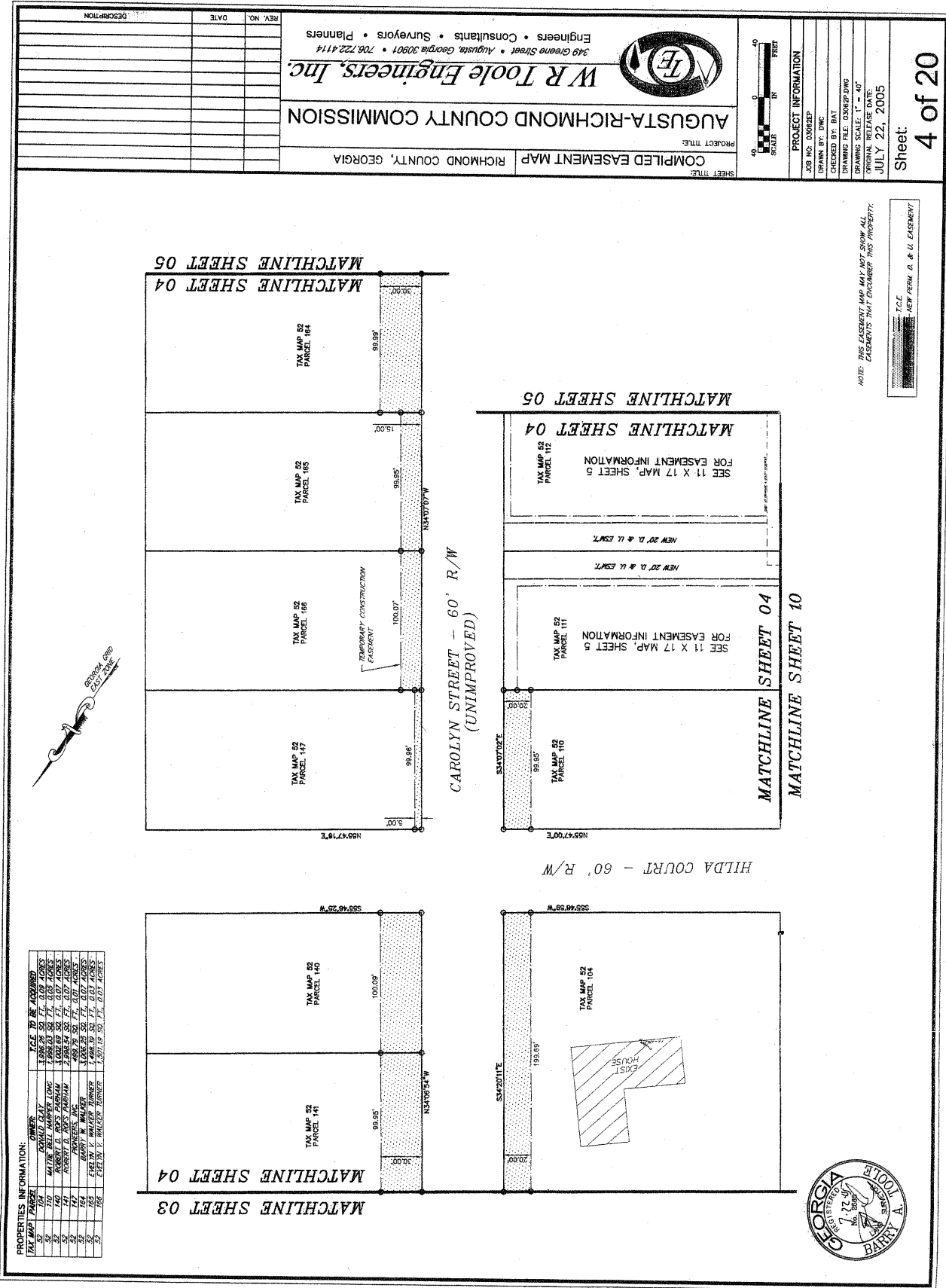
Alternatives: Deny the authorization to condemn.

Recommendation: Approve the authorization to condemn.

Funds are Available in the Following Accounts: G/L 324-04-1110-54.11120 J/L 203824335.11120

REVIEWED AND APPROVED BY:

**Administrator.
Clerk of Commission**





**Engineering Services Committee Meeting
5/29/2007 1:30 PM
Condemnation - Mattie Bell Harper Long**

Department: County Attorney - Stephen E. Shepard, Attorney

caption2: Motion to authorize condemnation of a portion of Property # 052-0-111-00-0 3918 Carolyn Street, which is owned by Mattie Bell Harper Long, for 3,900 Sq. Feet of Permanent Easement and 1,750 Sq. Feet of Temporary Easement. PW Project Belair Hills Subdivision Improvement Project.

Background: The appraised value of the easement is \$1,700.00. Due to unsuccessful attempts to contact both the property owner and the property manager regarding this matter, a negotiation has not been reached.

Analysis: Condemnation is required in order to acquire the easement.

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

Alternatives: Deny the authorization to condemn.

Recommendation: Approve the authorization to condemn.

Funds are Available in the Following Accounts: G/L 324-04-1110-54.11120 J/L 203824335.11120

REVIEWED AND APPROVED BY:

**Administrator.
Clerk of Commission**



**Engineering Services Committee Meeting
5/29/2007 1:30 PM
Condemnation - Mattie Bell Harper Long**

Department: County Attorney - Stephen E. Shepard, Attorney

caption2: Motion to authorize condemnation of a portion of property # 052-0-110-00-0 3920 Carolyn Street, which is owned by Mattie Bell Harper Long, for 1,999.03 Sq. Feet of Temporary Easement. PW Project Belair Hills Subdivision Improvement Project.

Background: The appraised value of the easement is \$160.00. Due to unsuccessful attempts to contact both the property owner and the property manager regarding this matter, a negotiation has not been reached.

Analysis: Condemnation is required in order to acquire the easement.

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

Alternatives: Deny the authorization to condemn.

Recommendation: Approve the authorization to condemn.

Funds are Available in the Following Accounts: G/L 324-04-1110-54.11120 J/L 203824335.11120

REVIEWED AND APPROVED BY:

**Administrator.
Clerk of Commission**



**Engineering Services Committee Meeting
5/29/2007 1:30 PM
Condemnation - MJ Properties of Augusta, LLC**

Department: County Attorney - Stephen E. Shepard, Attorney

caption2: Motion to authorize condemnation of a portion of Property # 012-0-092-01-0 2860 Washington Road, which is owned by MJ Properties of Augusta, LLC, for 917.09 Sq. Feet of Right of Way, 1,334.37 Sq. Feet of Permanent Easement, and 435.28 Sq. Feet of Temporary Easement. PW Project Washington Road Intersection Improvements Project.

Background: The appraised value of the right of way and easement is \$16,437.00. Due to time constraints, the condemnation must be started in the event a negotiation cannot be settled.

Analysis: Condemnation is required in order to acquire the easement.

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

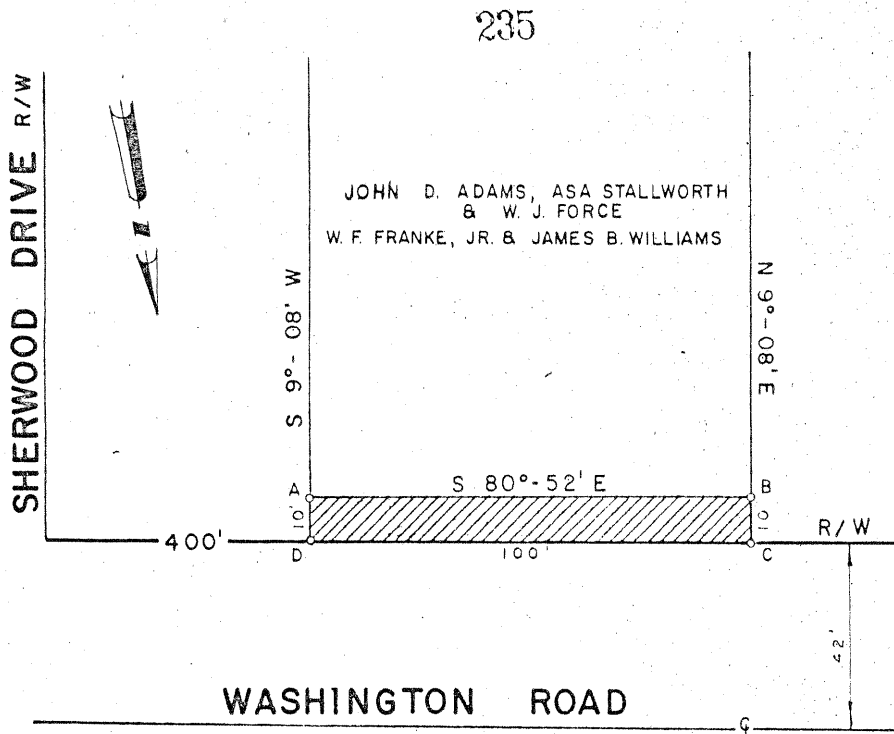
Alternatives: Deny the authorization to condemn.

Recommendation: Approve the authorization to condemn.

Funds are Available in the Following Accounts: G/L 324-04-1110-54.11120 J/L 201824371-54.11120

REVIEWED AND APPROVED BY:

**Administrator.
Clerk of Commission**



DEPARTMENT OF PUBLIC WORKS

12/31/71

AUGUSTA

GEORGIA

PLAT

SHOWING EASEMENT A, B, C, D, A FROM JOHN D. ADAMS, ASA STALLWORTH,
W. J. FORCE, W. F. FRANKE, JR. & JAMES B. WILLIAMS.
LOCATED: RICHMOND COUNTY, GEORGIA G. R. P. 1269ch.

J. R. MESSERLY, CITY ENGINEER PREPARED BY JACK WIFE, C.E.

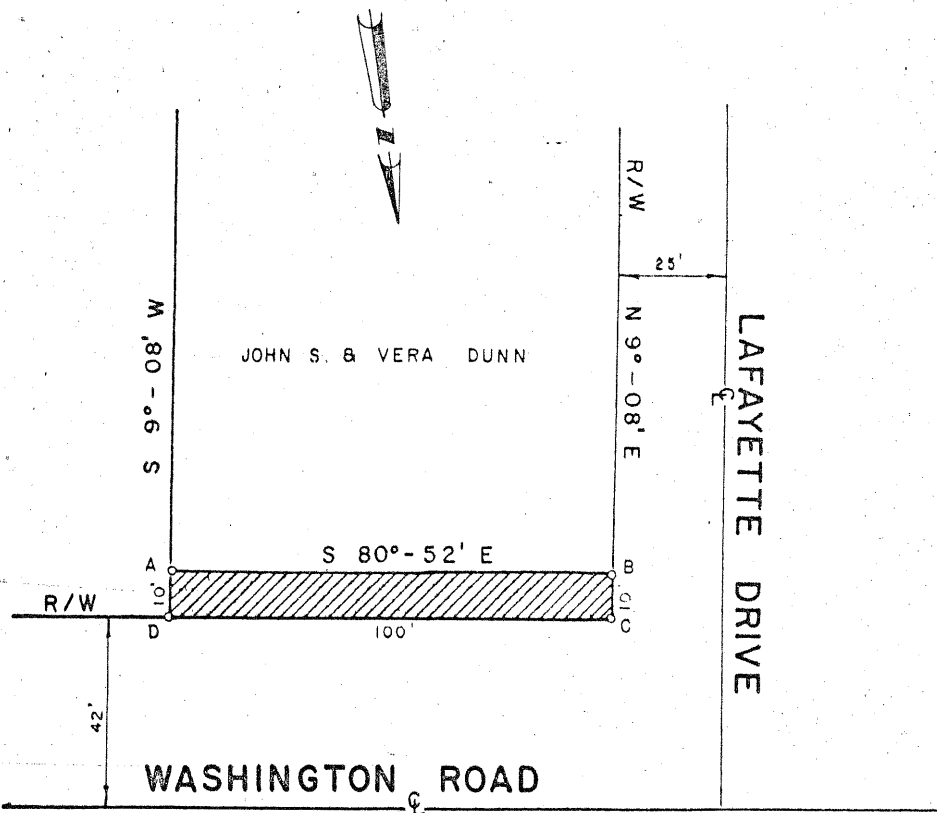
SCALE: 1" = 30'

DATE: MARCH 1971

LINE	DISTANCE	BEARING
A-B	100'	E-80-52-W
B-C	10'	N-9-08-E
C-D	100'	S-90-52-W
D-A	10'	S-9-08-W

GEORGIA: Richmond County, Clerk Superior Court
Filed for Record 12/31/71 at 10 o'clock
Recorded 12/31/71

247



DEPARTMENT OF PUBLIC WORKS

AUGUSTA GEORGIA

PLAT

SHOWING EASEMENT A, B, C, D, A FROM JOHN S. & VERA DUNN

LOCATED: RICHMOND COUNTY, GEORGIA G. M. D. // 1269 th.

J. B. MESSERLY, CITY ENGINEER PREPARED BY JACK WIER, C.F.

SCALE: 1" = 30'

DATE: MARCH 1971

LINE	DISTANCE	BEARING
A-B	100'	N-80-52-W
B-C	10'	N- 9-08-E
C-D	100'	S-80-52-E
D-A	10'	S- 9-08-W

Georgia Richmond County Clerk Superior Court
Filed for Record at 1:25 o'clock
Recorded 10/31/1971

Tax Map No. 12 Parcel 1-97



**Engineering Services Committee Meeting
5/29/2007 1:30 PM
Condemnation - Stephen and Terry Waters**

Department: County Attorney - Stephen E. Shepard, Attorney

caption2: Motion to authorize condemnation of a portion of Property # 051-0-242-00-0 3947 Barrett Street, which is owned by Stephen and Terry Waters, for 2,938 Sq. Feet of Permanent Easement and 850 Sq. Feet of Temporary Easement. PW Project Belair Hills Subdivision Improvement Project.

Background: The appraised value of the easement is \$1,243.00. Due to conditions made by the owners, which we cannot meet, we are unable to continue negotiations.

Analysis: Condemnation is required in order to acquire the easement.

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

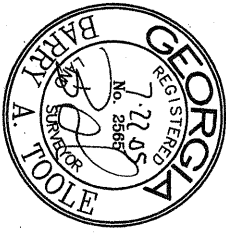
Alternatives: Deny the authorization to condemn.

Recommendation: Approve the authorization to condemn.

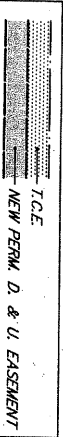
Funds are Available in the Following Accounts: G/L 324-04-1110-54.11120 J/L 203824335-54.11120

REVIEWED AND APPROVED BY:

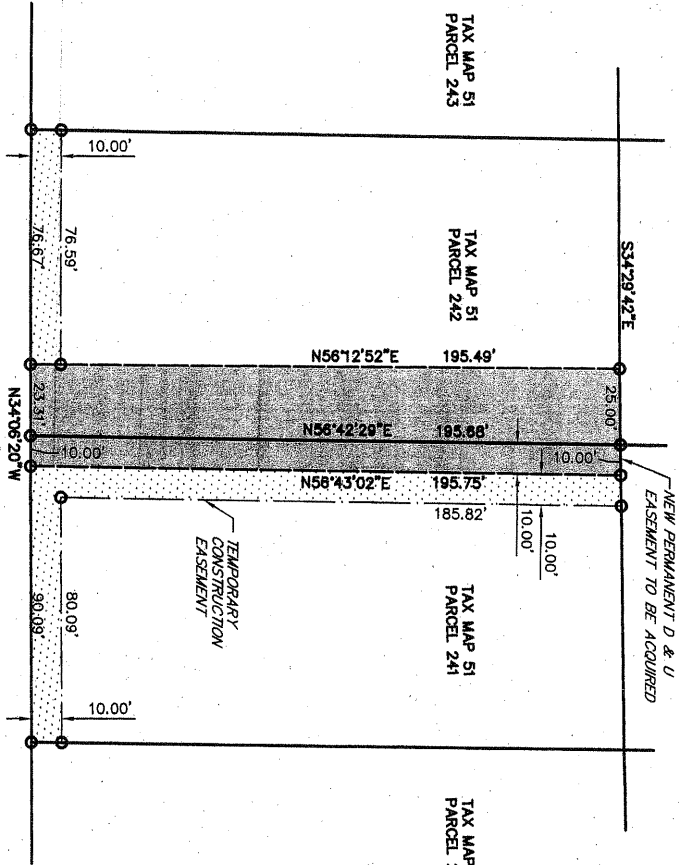
**Administrator.
Clerk of Commission**



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



BARRETT STREET



PROPERTIES INFORMATION:

OWNER	TAX MAP	PARCEL	T.C.E. TO BE ACQUIRED	PERM. D. & U. EASEMENT TO BE ACQUIRED
MICHAEL A. COBB	51	241	2,789 SQ. FT., 0.06 ACRES	1,961 SQ. FT., 0.05 ACRES
STEPHEN (ROSE) WATERS	51	242	786 SQ. FT., 0.02 ACRES	4,724 SQ. FT., 0.11 ACRES

AUGUSTA-RICHMOND COUNTY COMMISSION

SHOWING PROPERTY LOCATED IN 90th G.M.D., IN AUGUSTA, GEORGIA.

RICHMOND COUNTY, GEORGIA



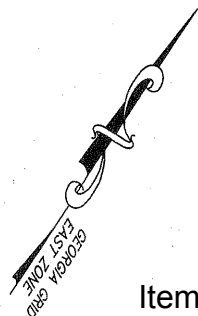
JULY 22, 2005



W. R. Toole Engineers, Inc.
349 Greene Street—Phone (706) 722-4114—Augusta, Georgia 30901

Prepared By—
JOB # 03062P DMC

SHEET #12



Item # 1



**Engineering Services Committee Meeting
5/29/2007 1:30 PM
Condemnation - Willie L. and Carol Roundtree**

Department: County Attorney - Stephen E. Shepard, Attorney

caption2: Motion to authorize condemnation on a portion of Property # 052-0-125-00-0 3919 Barrett Street, which is owned by Willie L. and Carol Roundtree, for 1,988 Sq. Feet of Permanent Easement and 994 Sq. Feet of Temporary Easement. PW Project Belair Hills Subdivision Improvement Project.

Background: The appraised value of the easement is \$1,375.00. Due to unsuccessful negotiations with Mr. Roundtree, it is necessary to pursue condemnation.

Analysis: Condemnation is required in order to acquire the easement.

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

Alternatives: Deny the authorization to condemn.

Recommendation: Approve the authorization to condemn.

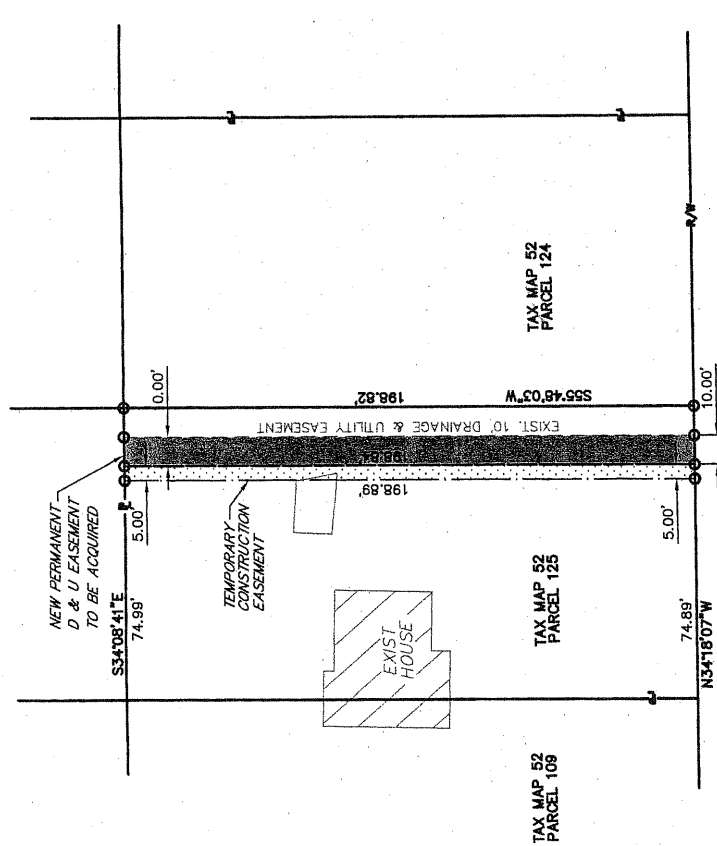
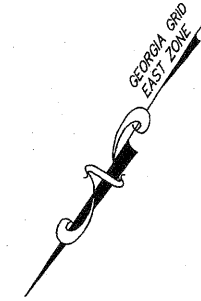
Funds are Available in the Following Accounts: G/L 324-04-1110-54.11120 J/L 203824335-54.11120

REVIEWED AND APPROVED BY:

**Administrator.
Clerk of Commission**

PROPERTIES INFORMATION:

OWNER	TAX MAP	PARCEL	T.C.E. TO BE ACQUIRED	PERM. D. & U. EASEMENT TO BE ACQUIRED
WILLIE L. ROUNDTREE	52	125	994 SQ. FT., 0.02 ACRES	1,988 SQ. FT., 0.05 ACRES



— COMPILED EASEMENT MAP FOR —

AUGUSTA-RICHMOND COUNTY COMMISSION

SHOWING PROPERTY LOCATED IN 90th G.M.D., IN AUGUSTA, GEORGIA.

RICHMOND COUNTY, GEORGIA

JULY 22, 2005

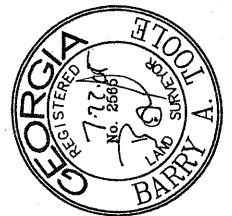
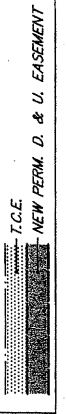


—Prepared By—

W. R. Toole Engineers, Inc.
349 Greene Street—Phone (706) 722-4114—Augusta, Georgia 30901

JOB # 03062P DWG

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





**Engineering Services Committee Meeting
5/29/2007 1:30 PM**

James B. Messerly Water Pollution Control Master Plan Implementation Phase 1 Project pre-purchase of Multi-Stage Centrifugal Blower Equipment (Bid Item 06-154).

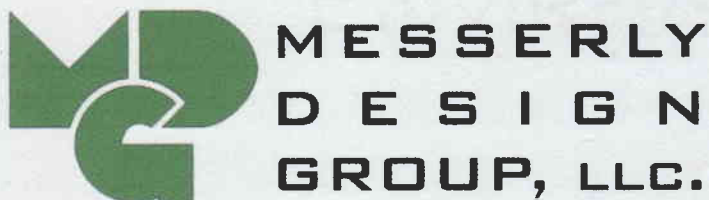
Department:	Utilities
caption2:	Authorize award of bids for Pre-purchase of Multi-Stage Centrifugal Blower Equipment (Bid Item 06-154) for the James B. Messerly Water Pollution Control Plant Master Plan Implementation Phase 1 Project to the lowest responsive bidder.
Background:	The Augusta Utilities Department, in order to take advantage of Augusta's tax-exempt status, has prepared nine (9) bid packages for various significant equipment items for the James B. Messerly WPCP Master Plan Implementation Phase 1 Project. The Procurement Department has used those bid packages to solicit bids through the normal bidding process. Seven of these packages have previously been awarded by the Commission. This item is a request for approval of award for one of the remaining packages. The following bids were received in response to our procurement process for Multi-Stage Centrifugal Blower Equipment (Bid Item 06-154): Houston Service Industries, Inc. \$1,277,650.00; Continental Blower \$1,604,620.00; Gardner-Denver \$1,955,000.00; Turblex \$1,938,233.00.
Analysis:	Our design engineers have reviewed the bids received for completeness and conformance to the specifications. Based on this review we have determined that the low bidder, Houston Service Industries, Inc. meets the requirements of the specifications and has demonstrated their ability to provide the system as specified.
Financial Impact:	\$1,277,650.00 from 2004 bond funds (Account 511043420-5425210/80280130-5425210).
Alternatives:	No alternatives recommended

Recommendation: We recommend that the Commission authorize the award of the Multi-Stage Centrifugal Blower Equipment (Bid Item 06-154) to the lowest responsive bidder, Houston Service Industries, Inc. at a price of \$1,277,650.00.

**Funds are
Available in the
Following
Accounts:** 511043420-5425210/80280130-5425210

REVIEWED AND APPROVED BY:

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



**James B. Messerly WPCP 2003 Master Plan Implementation – Phase 1
Project Number 80130**

Mr. D. Allen Saxon, Jr.
Assistant Director, Wastewater
Augusta Utilities Department
360 Bay Street
Suite 435
Augusta, Georgia 30901

May 11, 2007

HAND DELIVERED

Dear Mr. Saxon:

We have reviewed the supplemental information regarding the experience of Revere Controls submitted by Houston Service Industries (HSI). This submittal was far more comprehensive than that which we had originally received.

This submittal demonstrates that Revere Controls has significant experience with projects of similar size and complexity. Also, HSI, has offered to increase the warranties of blowers, motors, PLC's and programming of controls to a total of two years.

We recommend that the blowers be awarded to HSI, Inc.

Very truly yours,

Messerly Design Group, LLC

A handwritten signature in blue ink that reads 'Tom D. Wiedmeier'.

Tom D. Wiedmeier
Project Manager

TDW/tdw

cc: Bob Harmon, CH2MHill
Clifford Carey, CH2MHill

06-154 Multi-stage Centrifugal Blowers

	HSI			Continental Blower			Gardner Denver			Turblex		
	Quantity	Unit Cost	Total	Quantity	Unit Cost	Total	Quantity	Unit Cost	Total	Quantity	Unit Cost	Total
A. Design & Engineering	1	\$13,766	\$13,766				1	\$195,000	\$195,000			
B. Material/Equipment												
1. Equipment/Materials	1	\$6,118	\$6,118				1	\$0	\$0			
a. 3-BLW-1300 Package	1	\$53,770	\$53,770				1	\$90,675	\$90,675			
b. 3-BLW-2300 Package	1	\$73,599	\$73,599				1	\$129,000	\$129,000			
c. 3-BLW-3300 Package	1	\$75,740	\$75,740				1	\$151,000	\$151,000			
d. 3-BLW-6300 Package	1	\$153,282	\$153,282				1	\$225,000	\$225,000			
e. MCP 3LCP0200 Pacakge	1	\$297,315	\$297,315 (6) (7)				1	\$262,000	\$262,000			
f. AB 1&2 Field Inst	1	\$0	\$0 (1)				1	\$159,075	\$159,075			
C. Spare Parts												
1. Construction Spares	1	\$16,825	\$16,825				1	\$21,500	\$21,500			
2. Start-up & testing spares	1	\$46,498	\$46,498				1	\$0	\$0			
D. Guarantee												
1. Warranty	1	\$0	\$0				1	\$28,000	\$28,000			
E. Taxes & Duties	1	\$0	\$0				1	\$0	\$0			
SUBTOTAL (A-E)			\$736,913						\$1,261,250			
F. Delivery & On-Site Services												
1. Freight	1	\$9,653	\$9,653				1	\$5,000	\$5,000			
2. Site technical Representative	1	\$0	\$0 (2)				1	\$62,500	\$62,500			
3. Relocate 3-BLW-5300 Package	1	\$30,000	\$30,000				1	\$37,500	\$37,500			
4. Relocate 3-BLW-7300 Package	1	\$32,000	\$32,000				1	\$3,000	\$3,000			
5. Relocate 3-BLW-8300 Package	1	\$35,000	\$35,000				1	\$3,000	\$3,000			
6. Relocate 3-BLW-9300 Package	1	\$38,123	\$38,123				1	\$3,000	\$3,000			
7. Inlet Filter Silencer	1	\$91,387	\$91,387				1	\$16,750	\$16,750			
8. Blower MCP 3LCP0100	1	\$304,574	\$304,574 (6) (7)				1	\$267,000	\$267,000			
9. AB 3-6 Field Inst Package	1	\$0	\$0 (3)				1	\$296,000	\$296,000			
SUBTOTAL F			\$540,737						\$693,750			
TOTAL			\$1,277,650			(4) \$1,604,620			(5) \$1,955,000			(8) \$1,938,233

(1) Vendor indicates this item included in B.1(e)

(2) Vendor indicates this item included in C.2

(3) Vendor indicates this item included in F.8

(4) Vendor did not provide unit prices. Vendor also states that F.4, F.5 & F.6 items are not included in Lump Sum Price

(5) Vendors proposal indicates total as \$1,950,000 (math error)

(6) Controls supplier used in the bid package was a substitution to the spec. The information provided cannot confirm their experience requirements

(7) Controls and instrumentation seems low compared to quotes obtain individually from instrumentation manufacturers. Based on preliminary quotes the DO, ORP, NH3, and control valves total \$490,000 (excluding control panels and all labor for integrating the system) The HSI total for all instrumenation, control panels, and system integration labor is \$601,000.

(8) Vendor did not provide unit prices



**Engineering Services Committee Meeting
5/29/2007 1:30 PM**

**James B. Messerly WPCP Master Plan Implementation Phase 1 - Resolution of Issues Relating to
MWH Constructors Agreement.**

Department: Utilities

caption2: Approve resolution of various issues related to termination of MWH Constructors' involvement in James B. Messerly WPCP Master Plan Implementation Phase 1 Project.

Background: The Augusta-Richmond County Commission, in their meeting on September 6, 2005, approved the selection of MWH Constructors, Inc. (MWH) as Construction Manager at Risk for the Messerly Improvements Project. As a part of that approval the Commission also authorized "the Utilities Department to negotiate with the other firms in the order of their ranking if we are unable to reach an agreement with the top-ranked firm." The Utilities Department had successfully negotiated and accepted a task order (Task Order 1) with MWH to complete preliminary construction activities at the project site and that work is complete. We continued to negotiate with MWH for the major portion of the project construction work but were unable to reach a mutual agreement on the price for the project. After it became evident that we were not going to reach an agreement we consulted with Augusta Procurement Director Geri Sams. Ms. Sams notified MWH that we were ceasing negotiations with them and opening discussions with the next highest ranked firm. There are three issues that need to be resolved before we can move to begin final closure of our agreement with MWH: 1) an outstanding purchase order from MWH to Eutek Systems, Inc. for grit removal equipment to be purchased under Task Order 1 but installed under the major construction task order; 2) a three-year lease between MWH and Acton Mobile Industries for trailers installed at the construction site to be used by the construction manager and Augusta Utilities Department staff during construction activities; and 3) leases for copier services between MWH and IKON Office Solutions.

Analysis:

1) Grit Removal Equipment: MWH was to purchase the grit removal equipment as part of Task Order 1 to allow for earlier delivery and installation of this system during Task Order 2. The equipment was ordered through a purchase order from MWH to Eutek Systems, Inc. at a total cost of \$694,020.00 plus tax. The Utilities Department would like to cover this purchase through a new purchase order issued by Augusta to relieve MWH of their liability for payment. This would actually save us the cost of sales tax and the markup to be applied by MWH to the cost of the equipment. Both MWH and Eutek Systems, Inc. are agreeable to this change.

2) Construction Trailers: Under Task Order 1 MWH leased and set up construction office trailers for use by the construction manager and Augusta during the construction project. The Utilities Department would like to transfer the trailer leases to Augusta for the term of the construction project. The monthly lease cost would be \$3,172.00 for approximately 36 months. This would also save us the cost of markup to be applied by MWH to the cost of the lease payments. Both MWH and Acton Mobile Industries are agreeable to this change.

3) Copier Leases: MWH has entered into three-year leases with IKON Office Solutions for two copiers for the site. These commercial leases are not directly transferable to Augusta since leases with government entities are different than commercial leases. We are in the process of working out a solution to the copier lease with IKON at this time but we expect that the cost of either leasing the copiers or purchasing the copiers if necessary would not exceed \$35,000.00. We will choose the approach that offers the most benefit to Augusta.

Financial Impact:

\$843,212.00 from 2004 bond funds (Account 511043420-5425210/80280130-5425210).

Alternatives:

No alternatives are readily identified. We would need to negotiate alternatives with MWH.

Recommendation:

Approve this request to take the following actions: 1) Issue an Augusta purchase order to Eutek Systems, Inc. to cover the remaining cost of Grit Removal Equipment in the amount of \$694,020.00; 2) Enter into a lease agreement with Acton Mobile Industries for lease of the trailers set up on site at a cost of \$3,172.00 per month for 36 months; 3) Either purchase or lease the copiers from IKON Office Solutions for a cost not to exceed \$35,000.00.

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

511043420-5425210/80280130-5425210

REVIEWED AND APPROVED BY:

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



**Engineering Services Committee Meeting
5/29/2007 1:30 PM
James Brown Statue Enhancements**

Department: Clerk of Commission

caption2: Receive proposal regarding enhancements to the James Brown statue.

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:

Clerk of Commission



**Engineering Services Committee Meeting
5/29/2007 1:30 PM
Ms. Matthias Family Child Care**

Department: Clerk of Commission

caption2: Presentation by Ms. Matthias regarding the opening of a family child care/community center.

Background:

Analysis:

Financial Impact:

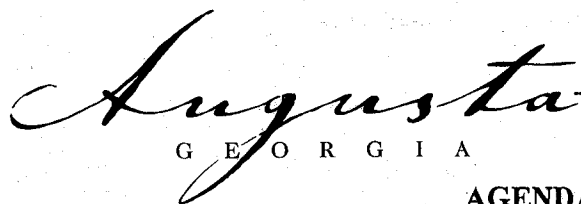
Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:

Clerk of Commission



AGENDA ITEM REQUEST FORM

Commission/Committee: (Please check one)

- ☐ Commission
- ☐ Public Services Committee
- ☐ Administrative Services Committee
- ☐ Engineering Services Committee
- ☐ Finance Committee
- ☐ Public Safety Committee

may 29, 07

Contact Information for Individual/Presenter Making the Request:

Name: Ms. Matthias
Address: 2664 Tobacco Rd
Telephone Number: 706-414-3292
Fax Number: _____
E-Mail Address: _____

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

Open Family Child care / Community
Center.

Please send this request form to the following address:

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

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

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



**Engineering Services Committee Meeting
5/29/2007 1:30 PM
Norfolk Southern (Central of GA) Easement Deeds**

Department: Augusta Utilities Department

caption2: Motion to approve and accept two Norfolk Southern (Central of Georgia) Easement Deeds for Project 60115 - Main Interceptor Upgrade.

Background: AUD is currently constructing Project 60115, the Main Interceptor Upgrade. Two additional easements are needed for the project. Both parcels are owned by Norfolk Southern.

Analysis: One easement is a track crossing, the other is across the adjacent unimproved lot. The negotiated payment for both easements is \$7,000.

Financial Impact: \$7,000

Alternatives:

Recommendation: Approve and accept the two Norfolk Southern (Central of Georgia) Easement Deeds.

Funds are Available in the Following Accounts: 509043420-5411120 80160115-5411120

REVIEWED AND APPROVED BY:

**Finance.
Procurement.
Administrator.**

Clerk of Commission

DEED OF EASEMENT

THIS INDENTURE, made and entered into this 24th day of April, 2007,
by and between **CENTRAL OF GEORGIA RAILROAD COMPANY**, a corporation organized and
existing under the laws of the State of Georgia, whose mailing address is Three Commercial Place,
Norfolk, Virginia 23510, Grantor, and **AUGUSTA, GEORGIA**, a Political Subdivision of the State of
Georgia, Grantee:

WITNESSETH: That the said Grantor, for and in consideration of the sum of TWO
THOUSAND DOLLARS AND NO CENTS (\$2,000.00), and other valuable consideration, paid by
Grantee to Grantor, the receipt whereof is hereby acknowledged, does by these presents, GRANT unto
Grantee, two permanent easements, in perpetuity, or rights of way, for the construction, operation,
maintenance and removal of utility pipelines in, under and across the land as hereinafter described, being
situated at or near Augusta, Richmond County, Georgia, to wit:

PERMANENT EASEMENT 'A':

All that strip, piece or parcel of land situate, lying and being in the 87th GMD, Richmond
County, Georgia, containing 1,686 square feet and being more particularly described as
follows:

Beginning at a point on the northwestern right of way of New Savannah Road, said point
being S52°51'01"W a distance of 172.00 feet from the intersection of said
northwestern right of way of New Savannah Road with the southwestern right of

way of Laney Walker Blvd.; thence turning and traveling N19°51'40"W for a distance of 84.59 feet to a point; thence turning and traveling N53°38'27"E for a distance of 16.64 feet to a point; thence turning and traveling N69°15'41"E for a distance of 4.04 feet to a point; thence turning and traveling S19°51'40"E for a distance of 83.15 feet to a point; thence turning and traveling S52°51'01"W for a distance of 20.95 feet back to the Point of Beginning; and being substantially as shown on a plat by Southern Land Surveyors, Inc., prepared for the Augusta-Richmond County Commission Augusta, Georgia, dated December 18, 2006, which is attached hereto and made a part thereof.

ALSO granted herewith are temporary construction easements "A" and "C" as shown on said plat prepared by Southern Land Surveyors, Inc. Said temporary construction easements to be used for the piling of dirt, storing of pipe, operation of equipment, and other construction activities. Said temporary construction easements will expire upon the completion of construction and the acceptance of said pipeline by Augusta, Georgia.

Tax Map 060-0, Parcel 96

PERMANENT EASEMENT 'C':

All that strip, piece or parcel of land situate, lying and being in the 87th GMD, Richmond County, Georgia, containing 2 square feet and being more particularly described as follows:

Beginning at a point on the southern boundary line of the Central of Georgia Railroad right-of-way and the northern boundary line of property now, or formerly of Citico Realty Co. (Tax Map 060-0, Parcel 1.1.), said point being S52°51'01"W a distance of 172.00 feet, thence N19°51'40"W a distance of 84.59 feet, thence N53°38'27"E a distance of 16.64 feet from the intersection of the northwestern right of way of New Savannah Road with the southwestern right of way of Laney Walker Blvd.; thence turning and traveling N53°40'00"E for a distance of 4.22 feet to a point; thence turning and traveling S19°51'40"E for a distance of 1.13 feet to a point; thence turning and traveling S69°15'41"W for a distance of 4.04 feet back to the Point of Beginning; and being substantially as shown on a plat by Southern Land Surveyors, Inc., prepared for the Augusta-Richmond County Commission Augusta, Georgia, dated December 18, 2006, which is attached hereto and made a part thereof.

ALSO granted herewith is temporary construction easement "D" as shown on said plat prepared by Southern Land Surveyors, Inc. Said temporary construction easements to be used for the piling of dirt, storing of pipe, operation of equipment, and other construction activities. Said

temporary construction easement will expire upon the completion of construction and the acceptance of said pipeline by Augusta, Georgia.

SUBJECT, however, to such easements and restrictions as may appear of record or as may be apparent from an examination of the premises.

GRANTOR agrees that no permanent structure shall be constructed, or placed, upon the permanent easements granted herein and grants Grantee the right, but not the duty, to clear trees and shrubs from said permanent easements, along with the right of ingress and egress to said easements for this purpose and all other purposes stated within this document.

TO HAVE AND TO HOLD the above described easement unto Grantee, its successors and assigns, so long as it or they may require the same for the purposes granted; PROVIDED, however, that this conveyance is made by Grantor upon the following conditions:

1. Grantor shall not be required to assume any expense in connection with or incident to any construction, maintenance, use or repair of any facilities located within said easement area and shall be exempt from any and all charges, costs or assessments of any kind or character on account of the construction, maintenance, use or repair of any facilities located within said easement area under and across the aforesaid parcel of land or adjacent property of Grantor.

2. If, at any time, the easement herein granted or any part thereof, shall no longer be used or required by Grantee, its successors or assigns, for the purposes which granted, the same shall terminate and Grantee, its successors or assigns, shall execute such instruments as now provided or as may be hereinafter provided by law to clear title to the aforesaid property.

3. Upon termination of the easement for any reason, Grantee shall properly fill in the pipes so that proper support for Grantor's facilities is maintained.

4. Grantor's Division Engineer at Atlanta, Georgia, shall be given at least seventy-two (72) hours' advance notice before entry upon the property. The Division Engineer is Mr. L. G. Bobbitt, Jr., whose telephone number is (404) 529-1387.

5. (a) Without limiting in any manner the liability and obligations assumed by Grantee under any other provision of this Agreement, and as additional protection to Grantor, Grantee shall, at its expense, pay the Risk Financing Fee set forth in subparagraph (iii) below and shall procure and maintain with insurance companies satisfactory to Grantor, the insurance policies described in subparagraphs (i) and (ii).

(i) Prior to commencement of installation or maintenance of the Facilities or entry on Grantor's property, Grantee, and its contractor if it employs one, shall procure and maintain for the course of said installation and maintenance, a general liability insurance policy naming Grantor both as a certificate holder and as an additional insured, and containing products and completed operations and contractual liability coverage, with a combined single limit of not less than \$2,000,000 for each occurrence. Subject to Grantor's approval, Grantee may self-insure its obligation as required by this subparagraph (i).

(ii) Prior to commencement of any subsequent maintenance of the Facility during the term of this Agreement, Grantee, or its contractor if it employs one, shall furnish Grantor with an original Railroad Protective Liability Insurance Policy naming Grantor as the named insured and having a limit of not less than a combined single limit of \$2,000,000 each occurrence and \$6,000,000 aggregate.

Subject to Grantor's approval, Grantee may self-insure its obligation as required by this subparagraph (ii).

(iii) Upon execution of this Agreement, Grantee shall pay Grantor a Risk Financing Fee of \$ 1,000.00 to provide for such supplemental insurance (which may be self-insurance) as Grantor, in its sole discretion, deems to be necessary or appropriate.

(b) All insurance required under preceding subsection (a) shall be underwritten by insurers and be of such form and content as may be acceptable to Grantor. Prior to commencement of installation or maintenance of the Facilities or any entry on Grantor's property, Grantee, or its contractor if it employs one, shall:

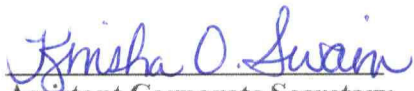
Furnish to Grantor's Risk Manager, Three Commercial Place, Norfolk Virginia 23510-2191 (or such other representative and/or address as subsequently given by Grantor to Grantee in writing), for approval, the original policy described in subsection (a)(ii) and a certificate of insurance evidencing the existence of a policy with the coverage described in subsection (a)(i).

6. No drainage conditions shall be created or allowed to exist which would be adverse to Grantor's property.

7. Grantee will construct and maintain the pipelines, at its expense, in such a manner as will not interfere with the operations of Grantor or endanger persons or property of Grantor, and in accordance with (a) plans and specifications prescribed by Grantor, (b) applicable governmental regulations or laws, and (c) applicable specifications adopted by the American Railway Engineering Association when not in conflict with plans, specifications or regulations mentioned in (a) and (b) above.

IN WITNESS WHEREOF, the said Grantor, have caused these presents to be signed by its Real Estate Manager and its corporate seal attested by its Assistant Corporate Secretary, to be hereunto affixed the day and year first above written.

ATTEST:


Assistant Corporate Secretary

CENTRAL OF GEORGIA RAILROAD
COMPANY

By: LVH


Real Estate Manager

STATE OF GEORGIA)

COUNTY OF FULTON)

Before me, a Notary Public in and for the said County, personally appeared

C. V. Baker and Kinsha O. Swain known to me to be
the persons who, as Real Estate Manager and Assistant Corporate Secretary, respectively, of Central
of Georgia Railroad Company, the corporation which executed the foregoing instrument, signed the
same, and acknowledged to me that they did so sign said instrument in the name and upon behalf of
said corporation as such officers, respectively; that the same is their free act and deed as such
officers, respectively, and the free and corporate act and deed of said corporation; that they were duly
authorized thereunto by its Board of Directors; and that the seal affixed to said instrument is the
corporate seal of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name, and affixed my
official seal, at Atlanta, Georgia, this 24th day of April 2007.

My commission expires: Notary Public, Fayette County, Georgia
My Commission Expires March 30, 2010

Sharon W. Mull
Notary Public

Linda V. Hill, Esq.
General Attorney - Real Estate
Norfolk Southern Corporation
1200 Peachtree Street, NE - 12th Floor
Atlanta, Georgia 30309-3572

LVH:swm 1096227 Ease.
3-26-07 / IM#449994v1

Accepted, this _____ day of _____, 2007.

AUGUSTA, GEORGIA

By: _____
Deke Coppenhaver
As Its Mayor

Attest: _____
As Its Clerk of Commission

SIGNED, SEALED AND DELIVERED In the presence of:

Notary Public

(SEAL)

0.029 Ac. - 1,271 S.F.
TEMPORARY CONSTRUCTION
ESMT. "A" TO BE ABANDONED
AFTER CONSTRUCTION

LINE TABLE		
LINE	LENGTH	BEARING
L1	84.81'	N19°51'40"W
L2	15.64'	N53°38'27"E
L3	84.59'	S19°51'40"E
L4	15.71'	S52°51'01"W

0.043 Ac. - 1,857 S.F.
TEMPORARY CONSTRUCTION
ESMT. "B" TO BE ABANDONED
AFTER CONSTRUCTION

LINE TABLE		
LINE	LENGTH	BEARING
L5	132.81'	N19°51'40"W
L6	20.21'	S67°47'25"E
L7	114.83'	S19°51'40"E
L2	15.64'	S53°38'27"W

0.028 Ac. - 1,214 S.F.
TEMPORARY CONSTRUCTION
ESMT. "C" TO BE ABANDONED
AFTER CONSTRUCTION

LINE TABLE		
LINE	LENGTH	BEARING
L10	83.15'	N19°51'40"W
L15	15.00'	N69°15'41"E
L16	78.71'	S19°51'40"E
L17	15.71'	S52°51'01"W

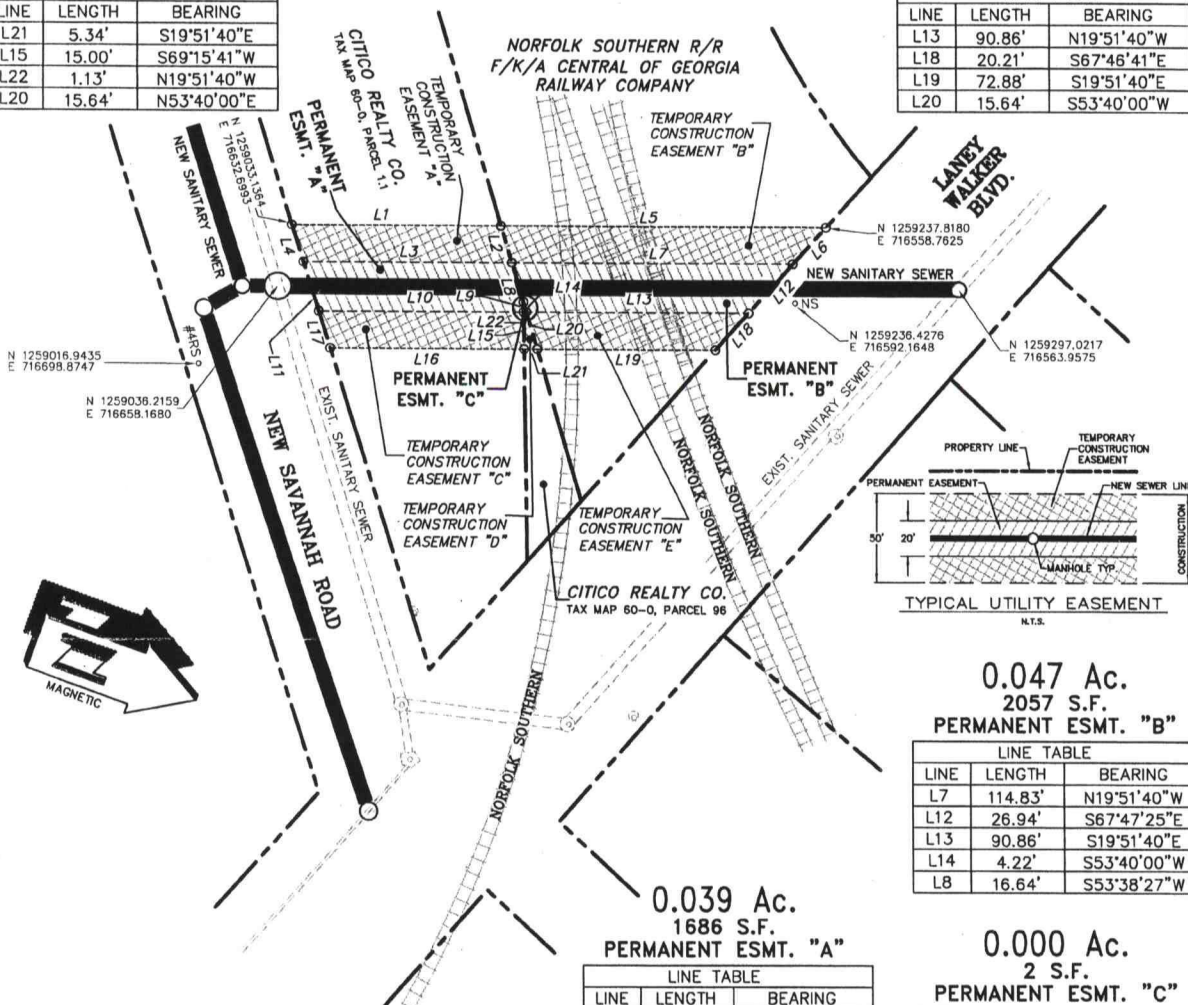
0.001 Ac. - 49 S.F.
TEMPORARY CONSTRUCTION
ESMT. "D" TO BE ABANDONED
AFTER CONSTRUCTION

LINE TABLE		
LINE	LENGTH	BEARING
L21	5.34'	S19°51'40"E
L15	15.00'	S69°15'41"W
L22	1.13'	N19°51'40"W
L20	15.64'	N53°40'00"E

PERMANENT UTILITY EASEMENT
0.086 Ac. 3,745 S.F. - TOTAL
TEMPORARY CONSTRUCTION EASEMENT
0.129 Ac. 5,619 S.F. - TOTAL

0.028 Ac. - 1,228 S.F.
TEMPORARY CONSTRUCTION
ESMT. "E" TO BE ABANDONED
AFTER CONSTRUCTION

LINE TABLE		
LINE	LENGTH	BEARING
L13	90.86'	N19°51'40"W
L18	20.21'	S67°46'41"E
L19	72.88'	S19°51'40"E
L20	15.64'	S53°40'00"W



NOTES:

1. THIS PROPERTY MAY ALSO BE SUBJECT TO EASEMENTS, SETBACKS OR REGULATIONS, NOT SHOWN ON THIS PLAT, BUT WHICH MAY BE ON RECORD IN THE CLERK OF SUPERIOR COURT'S OFFICE.

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



THIS FIELD SURVEY AND PLAT WAS PREPARED AT THE REQUEST OF AND FOR THE EXCLUSIVE USE OF THE OWNER(S) OF THIS PROPERTY ON THE DATE THE FIELD SURVEY WAS COMPLETED.

UTILITY EASEMENT PLAT:

**AUGUSTA-RICHMOND COUNTY
COMMISSION AUGUSTA, GA.**

JOB # H03169-32

ORD. BY: STEVENSON & PALMER
ENGINEERING

LOCATION:

SHOWING A 20' PERMANENT EASEMENT AND A 15' TEMPORARY EASEMENT ON EACH SIDE OF THE PERMANENT EASEMENT THRU TAX MAPS 060-0-001-01-0 & 060-0-096-00-0
AUGUSTA-RICHMOND COUNTY STATE OF GEORGIA

EQUIPMENT:

TOPCON GPT-1003

REFERENCES:

RICHMOND COUNTY
BOOK 29-U

SURVEY DATE:

6/23/03

PLAT DATE:

12/18/06

DRAWN BY:

M.S.C.

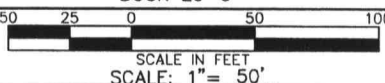
PLAT CLOSURE:

N/A

FLD CLOS PRECISION = 1/18,931'

FIELD ANG ERROR = 5" / PT

ADJ. BY: NO RULE



**SOUTHERN LAND
SURVEYORS, INC.**

4571-C COX ROAD
EVANS, GEORGIA 30809
TEL. 706-855-6700



Item # 20

DEED OF EASEMENT

THIS INDENTURE, made and entered into this 24th day of April, 2007, by and between **CENTRAL OF GEORGIA RAILROAD COMPANY**, a corporation organized and existing under the laws of the State of Georgia, whose mailing address is Three Commercial Place, Norfolk, Virginia 23510, Grantor, and **AUGUSTA, GEORGIA**, a Political Subdivision of the State of Georgia, Grantee:

WITNESSETH: That the said Grantor, for and in consideration of the sum of FIVE THOUSAND DOLLARS (\$5,000.00), and other valuable consideration, paid by Grantee to Grantor, the receipt whereof is hereby acknowledged, does by these presents, GRANT unto Grantee, a 20-foot wide permanent easement in perpetuity, or right of way, for the construction, operation, maintenance and removal of a sixty-four (64) inch ductile iron sanitary sewer pipe contained within a seventy-two (72) inch steel casing pipe in, under and across the land as hereinafter described, being situated at or near Augusta, Richmond County, Georgia, to wit:

PERMANENT EASEMENT 'B':

All that strip, piece or parcel of land situate, lying and being in the 87th GMD, Richmond County, Georgia, and being more particularly described as follows:

Beginning at a point on the southern boundary of the Central of Georgia Railroad right-of-way and the northern boundary of property owned now, or formerly by Citico Realty Co. (Laney-Walker Blvd., Tax Map 060-0, Parcel 1.1), said point being S52°51'01"W a distance of 172.00 feet and thence N19°51'40"W a distance of 84.59 feet from the intersection of the westerly right-of-way line of Laney Walker Blvd. with the northerly right-of-way line of New Savannah Road; thence traveling N19°51'40"W for a distance of 114.83 feet to a point; thence turning and traveling

S67°47'25"E for a distance of 26.94 feet to a point; thence turning and traveling S19°51'40"E for a distance of 90.86 feet to a point; thence turning and traveling S53°40'00"W for a distance of 4.22 feet to a point; thence turning and traveling S53°38'27"W for a distance of 16.64 feet back to the Point of Beginning; and being substantially as shown on a plat by Southern Land Surveyors, Inc., prepared for the Augusta-Richmond County Commission Augusta, Georgia, dated December 18, 2006, which is attached hereto and made a part thereof.

Also granted herewith are temporary construction easements "B" and "E" as shown on said plat prepared by Southern Land Surveyors, Inc. Said temporary construction easements to be used for the piling of dirt, storing of pipe, operation of equipment, and other construction activities. Said temporary construction easements will expire upon the completion of construction and the acceptance of said pipeline by Augusta, Georgia.

SUBJECT, however, to such easements and restrictions as may appear of record or as may be apparent from an examination of the premises.

RESERVING, however, unto Grantor its affiliates, subsidiaries, parent corporations, successors, assigns licensees and lessees the right to continue to maintain, repair, renew and operate a railroad and appurtenances across the easement area and to construct such additional track(s) and other railroad facilities across said easement area and to maintain, repair, renew and operate the same as in the judgment of Grantor, its affiliates, subsidiaries, parent corporations, successors, assigns, licensees and/or lessees may be requisite.

RESERVING, further, unto Grantor, its affiliates, subsidiaries, parent corporations, successors, assigns, licensees and/or lessees the right to install, construct, locate, maintain, repair and renew any fiber optic communications lines and associated structures and facilities related thereto across, under or over said easement area and to maintain, repair, renew and operate the same as in the judgment of Grantor, its affiliates, subsidiaries, parent corporations, successors, assigns, licensees and/or lessees may be requisite.

TO HAVE AND TO HOLD the above described easement unto Grantee, its successors and assigns, so long as it or they may require the same for the purposes granted; PROVIDED, however, that this conveyance is made by Grantor upon the following conditions:

1. Grantor shall not be required to assume any expense in connection with or incident to any construction, maintenance, use or repair of any facilities located within said easement area and shall be exempt from any and all charges, costs or assessments of any kind or character on account of the construction, maintenance, use or repair of any facilities located within said easement area under and across the aforesaid parcel of land or adjacent property of Grantor.

2. If, at any time, the easement herein granted or any part thereof, shall no longer be used or required by Grantee, its successors or assigns, for the purposes which granted, the same shall terminate and Grantee, its successors or assigns, shall execute such instruments as now provided or as may be hereinafter provided by law to clear title to the aforesaid property.

3. Upon termination of the easement for any reason, Grantee shall properly fill in the pipes so that proper support for Grantor's facilities is maintained.

4. Grantor's Division Engineer at Atlanta, Georgia, shall be given at least seventy-two (72) hours' advance notice before entry upon the property. The Division Engineer is Mr. L. G. Bobbitt, Jr., whose telephone number is (404) 529-1387.

5. All reasonable care shall be exercised and such precautions taken as said Superintendent, or his authorized representative, may deem necessary to protect Grantor's facilities and operations. Grantor reserves the right to place watchmen, flagmen, inspectors and supervisors for protection purposes during the operations hereunder and the expense thereof, including the expense of any material furnished, shall be promptly paid by Grantee upon receipt of Grantor's bill therefore. In addition to direct wage and material cost, such expense shall include, but shall not be limited to, cost of supervision, traveling expenses, Federal Railroad Retirement and Unemployment Taxes, vacation allowances and all other expense incidental thereto.

6. (a) Without limiting in any manner the liability and obligations assumed by Grantee under any other provision of this Agreement, and as additional protection to Grantor, Grantee shall, at its expense, pay the Risk Financing Fee set forth in subparagraph (iii) below and shall procure and maintain with insurance companies satisfactory to Grantor, the insurance policies described in subparagraphs (i) and (ii).

(i) Prior to commencement of installation or maintenance of the Facilities or entry on Grantor's property, Grantee, and its contractor if it employs one, shall procure and maintain for the course of said installation and maintenance, a general liability insurance policy naming Grantor both as a certificate holder and as an additional insured, and containing

products and completed operations and contractual liability coverage, with a combined single limit of not less than \$2,000,000 for each occurrence. Subject to Grantor's approval, Grantee may self-insure its obligation as required by this subparagraph (i).

(ii) Prior to commencement of any subsequent maintenance of the Facility during the term of this Agreement, Grantee, or its contractor if it employs one, shall furnish Grantor with an original Railroad Protective Liability Insurance Policy naming Grantor as the named insured and having a limit of not less than a combined single limit of \$2,000,000 each occurrence and \$6,000,000 aggregate. Subject to Grantor's approval, Grantee may self-insure its obligation as required by this subparagraph (ii).

(iii) Upon execution of this Agreement, Grantee shall pay Grantor a Risk Financing Fee of \$ 1,000.00 to provide for such supplemental insurance (which may be self-insurance) as Grantor, in its sole discretion, deems to be necessary or appropriate.

(b) All insurance required under preceding subsection (a) shall be underwritten by insurers and be of such form and content as may be acceptable to Grantor. Prior to commencement of installation or maintenance of the Facilities or any entry on Grantor's property, Grantee, or its contractor if it employs one, shall:

Furnish to Grantor's Risk Manager, Three Commercial Place, Norfolk, Virginia 23510-2191 (or such other representative and/or address as subsequently given by Grantor to Grantee in writing), for approval, the original policy described in subsection (a)(ii) and a certificate of insurance evidencing the existence of a policy with the coverage described in subsection (a)(i).

7. No drainage conditions shall be created or allowed to exist which would be adverse to Grantor's property.

8. A minimum clearance of fifteen (15) feet from the centerline of the nearest track shall be maintained at all times for any material, equipment or vehicles of Grantee occupying Grantor's property unless authorized in writing by Grantor or Grantor's Superintendent.

9. Grantee will construct and maintain the pipelines, at its expense, in such a manner as will not interfere with the operations of Grantor or endanger persons or property of Grantor, and in accordance with (a) plans and specifications prescribed by Grantor, (b) applicable governmental regulations or laws, and (c) applicable specifications adopted by the American Railway Engineering Association when not in conflict with plans, specifications or regulations mentioned in (a) and (b) above.

10. If Grantor shall make any changes, alterations in or additions to the line, grade, tracks, structures, roadbed, installations or works of Grantor at or near the pipelines, Grantee shall, at its own cost and expense, make such changes in the location and character of the Facilities as, in the opinion of the chief engineering officer of Grantor, shall be necessary or appropriate to accommodate any construction, improvements, alterations, changes or additions of Grantor.

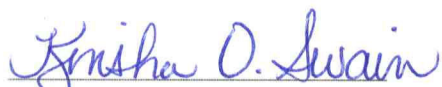
11. Grantee will notify Grantor prior to the installation and placing in service of cathodic protection in order that tests may be conducted on Grantor's signal, communications and other electronic systems for possible interference. If the pipelines cause degradation of the signal, communications or other electronic facilities of Grantor, Grantee, at its expense, will relocate the cathodic protection and/or modify the Facilities to the satisfaction of Grantor so as to eliminate such degradation. Such modifications may include, without limiting the generality of the foregoing, providing additional shielding, reactances or other corrective measures deemed necessary by Grantor. This provision applies to the existing signal, communications and electronic equipment of Grantor and to any signal, communications or electronic equipment which Grantor may install in the future.

12. If Grantee fails to take any corrective measures requested by Grantor in a timely manner or if an emergency situation is presented which, in the Grantor's judgment, requires immediate repairs to the facilities, Grantor, at Grantee's expense, may undertake such corrective measures or repairs as it deems necessary or desirable.

13. It is further agreed between the parties that the premises shall be used by Grantee only for the pipelines and for no other purpose without the written permission of the chief engineering office of Grantor.

IN WITNESS WHEREOF, the said Grantor, have caused these presents to be signed by its Real Estate Manager and its corporate seal attested by its Assistant Corporate Secretary, to be hereunto affixed the day and year first above written.

ATTEST:


Assistant Corporate Secretary

CENTRAL OF GEORGIA RAILROAD COMPANY

By: 


Real Estate Manager

STATE OF GEORGIA)

COUNTY OF FULTON)

Before me, a Notary Public in and for the said County, personally appeared
C.V. Baker and Kinsha O. Swain known to me to be the persons
who, as Real Estate Manager and Assistant Corporate Secretary, respectively, of Central of Georgia
Railroad Company, the corporation which executed the foregoing instrument, signed the same, and
acknowledged to me that they did so sign said instrument in the name and upon behalf of said
corporation as such officers, respectively; that the same is their free act and deed as such officers,
respectively, and the free and corporate act and deed of said corporation; that they were duly
authorized thereunto by its Board of Directors; and that the seal affixed to said instrument is the
corporate seal of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name, and affixed my official
seal, at Atlanta, Georgia, this 24th day of April 2007.

My commission expires:

Notary Public, Fayette County, Georgia
My Commission Expires March 30, 2010

Sheron W Mull
Notary Public

Linda V. Hill, Esq.
General Attorney - Real Estate
Norfolk Southern Corporation
1200 Peachtree Street, NE - 12th Floor
Atlanta, Georgia 30309-3572

LVH:swm 1096226 Ease.
3-26-07 / IM#449964v1

Accepted, this _____ day of _____, 2007.

AUGUSTA, GEORGIA

By: _____
Deke Coppenhaver
As Its Mayor

Attest: _____

As Its Clerk of Commission

SIGNED, SEALED AND DELIVERED
In the presence of:

Notary Public

(SEAL)

0.029 Ac. - 1,271 S.F.
TEMPORARY CONSTRUCTION
ESMT. "A" TO BE ABANDONED
AFTER CONSTRUCTION

LINE TABLE		
LINE	LENGTH	BEARING
L1	84.81'	N19°51'40"W
L2	15.64'	N53°38'27"E
L3	84.59'	S19°51'40"E
L4	15.71'	S52°51'01"W

0.043 Ac. - 1,857 S.F.
TEMPORARY CONSTRUCTION
ESMT. "B" TO BE ABANDONED
AFTER CONSTRUCTION

LINE TABLE		
LINE	LENGTH	BEARING
L5	132.81'	N19°51'40"W
L6	20.21'	S67°47'25"E
L7	114.83'	S19°51'40"E
L2	15.64'	S53°38'27"W

0.028 Ac. - 1,214 S.F.
TEMPORARY CONSTRUCTION
ESMT. "C" TO BE ABANDONED
AFTER CONSTRUCTION

LINE TABLE		
LINE	LENGTH	BEARING
L10	83.15'	N19°51'40"W
L15	15.00'	N69°15'41"E
L16	78.71'	S19°51'40"E
L17	15.71'	S52°51'01"W

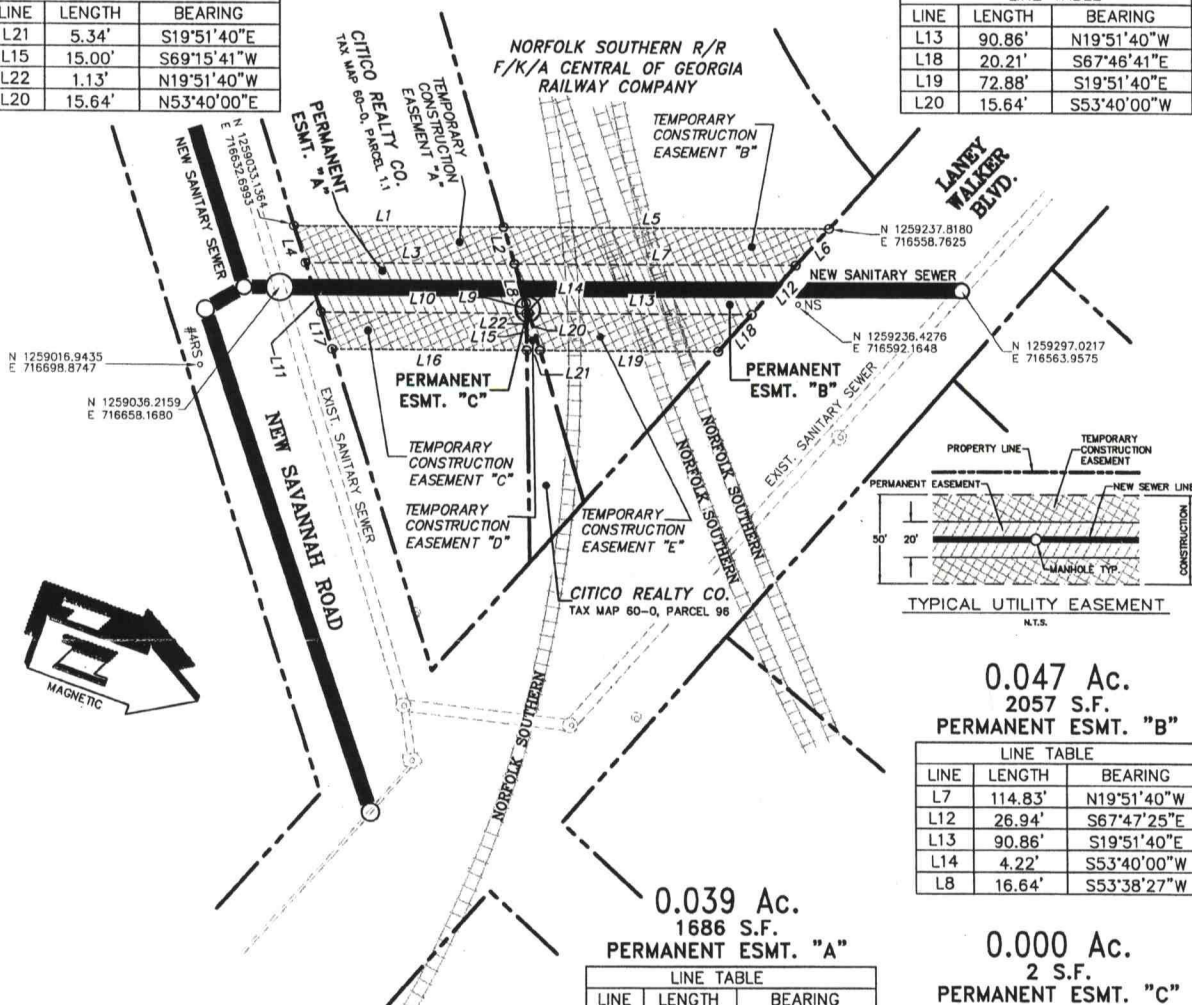
0.001 Ac. - 49 S.F.
TEMPORARY CONSTRUCTION
ESMT. "D" TO BE ABANDONED
AFTER CONSTRUCTION

LINE TABLE		
LINE	LENGTH	BEARING
L21	5.34'	S19°51'40"E
L15	15.00'	S69°15'41"W
L22	1.13'	N19°51'40"W
L20	15.64'	N53°40'00"E

PERMANENT UTILITY EASEMENT
0.086 Ac. 3,745 S.F. - TOTAL
TEMPORARY CONSTRUCTION EASEMENT
0.129 Ac. 5,619 S.F. - TOTAL

0.028 Ac. - 1,228 S.F.
TEMPORARY CONSTRUCTION
ESMT. "E" TO BE ABANDONED
AFTER CONSTRUCTION

LINE TABLE		
LINE	LENGTH	BEARING
L13	90.86'	N19°51'40"W
L18	20.21'	S67°46'41"E
L19	72.88'	S19°51'40"E
L20	15.64'	S53°40'00"W



NOTES:

- THIS PROPERTY MAY ALSO BE SUBJECT TO EASEMENTS, SETBACKS OR REGULATIONS, NOT SHOWN ON THIS PLAT, BUT WHICH MAY BE ON RECORD IN THE CLERK OF SUPERIOR COURT'S OFFICE.

0.047 Ac.
2057 S.F.
PERMANENT ESMT. "B"

LINE TABLE		
LINE	LENGTH	BEARING
L7	114.83'	N19°51'40"W
L12	26.94'	S67°47'25"E
L13	90.86'	S19°51'40"E
L14	4.22'	S53°40'00"W
L8	16.64'	S53°38'27"W

0.039 Ac.
1686 S.F.
PERMANENT ESMT. "A"

LINE TABLE		
LINE	LENGTH	BEARING
L3	84.59'	N19°51'40"W
L8	16.64'	N53°38'27"E
L9	4.04'	N69°15'41"E
L10	83.15'	S19°51'40"E
L11	20.95'	S52°51'01"W

0.000 Ac.
2 S.F.
PERMANENT ESMT. "C"

LINE TABLE		
LINE	LENGTH	BEARING
L14	4.22'	N53°40'00"E
L22	1.13'	S19°51'40"E
L9	4.04'	S69°15'41"W

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



THIS FIELD SURVEY AND PLAT WAS PREPARED AT THE REQUEST OF AND FOR THE EXCLUSIVE USE OF THE OWNER(S) OF THIS PROPERTY ON THE DATE THE FIELD SURVEY WAS COMPLETED.

UTILITY EASEMENT PLAT:

AUGUSTA-RICHMOND COUNTY
COMMISSION AUGUSTA, GA.

JOB # H03169-32

ORD. BY: STEVENSON & PALMER
ENGINEERING

LOCATION:

SHOWING A 20' PERMANENT EASEMENT AND A 15' TEMPORARY EASEMENT ON EACH SIDE OF THE PERMANENT EASEMENT THRU TAX MAPS 060-0-001-01-0 & 060-0-096-00-0 AUGUSTA-RICHMOND COUNTY STATE OF GEORGIA

EQUIPMENT:

TOPCON GPT-1003

REFERENCES:

RICHMOND COUNTY
BOOK 29-U

SURVEY DATE:

6/23/03

PLAT DATE:

12/18/06

DRAWN BY:

M.S.C.

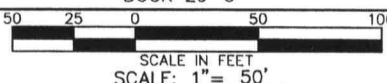
PLAT CLOSURE:

N/A

FLD CLOS PRECISION = 1/18,931"

FIELD ANG ERROR = 5" / PT

ADJ. BY: NO RULE



**SOUTHERN LAND
SURVEYORS, INC.**

4571-C COX ROAD
EVANS, GEORGIA 30809
TEL. 706-855-6700



Item # 20



**Engineering Services Committee Meeting
5/29/2007 1:30 PM
Resurfacing Roads using County Forces**

Department:	Public Services Department-Maintenance Division
caption2:	Approve list of County roads to resurface, using County Forces and funding from SPLOST III (County Forces Resurfacing).
Background:	This Department strives to ensure a safe roadway system free of obstructions caused by deterioration. Many of the roads have suffered numerous potholes and alligator cracking. Although the holes and cracking have been repaired, it is essential that the roads be resurfaced to ensure a safe and effective roadway system for all vehicles throughout the County.
Analysis:	Any corrections required to the base material will be performed prior to resurfacing.
Financial Impact:	The total cost to complete the resurfacing is estimated at \$141,500.00. We anticipate assistance from the GDOT Asphalt Plant, which will lower the total estimated cost.
Alternatives:	1) Approve list of County roads to resurface, using County Forces, and funding from SPLOST III (County Forces Resurfacing). 2) Allow the roads to continue to deteriorate.
Recommendation:	Alternative #1 - Approve list of County roads to resurface, using County Forces, and funding from SPLOST III (County Forces Resurfacing).
Funds are Available in the Following Accounts:	SPLOST III - GL 323041110/ JL 296823082 (County Forces Resurfacing).

REVIEWED AND APPROVED BY:

**Finance.
Administrator.
Clerk of Commission**



**Engineering Services Committee Meeting
5/29/2007 1:30 PM
Tree Pruning/Removal**

Department: Public Services Department - Maintenance Division - Trees

caption2: Approve low bid from Empire Tree & Turf in amount of \$26,375.00 for tree pruning/removal.

Background: This Department strives to ensure safe travel for both motorists and pedestrians by pruning/removing hazardous trees. Many of the trees are diseased and could potentially be a hazard for pedestrians and motorists.

Analysis: Diseased trees become hazard/safety issues if not pruned/removed as needed.

Financial Impact: The total cost to complete the tree pruning/removal will be \$26,375.00. \$20,000.00 will come from Risk Management's budget and \$6,375 from Trees & Landscape's budget.

Alternatives: 1- Approve low bid from Empire Tree & Turf in amount of \$26,375.00 for tree pruning/removal. 2- Allow the trees to deteriorate and risk potential hazard/safety issues.

Recommendation: 1- Approve low bid from Empire Tree & Turf in amount of \$26,375.00 for tree pruning/removal.

Funds are Available in the Following Accounts: Account # 611-015211-53.11730 (Risk Management)
Account # 101-064211-53.11730 (Trees & Landscape)

REVIEWED AND APPROVED BY:

Finance.
Procurement.
Administrator.
Clerk of Commission

Bid Item #07-013
Tree Pruning/Removal
Trees and Landscape
Wednesday, March 21, 2007 @ 11:00 a.m.

Vendor	Total Bid Amount	Bid Bond	Addendum
Empire Tree & Turf 2704 Gordon Hwy Augusta, GA	\$ 26,375.00	X	X
Towsend Tree Service 1331 Lions Club Rd., Suite B Madison, GA 30650	\$ 41,594.91	X	
Southern Clearing & Grading//Trees 5603 Stormy Mill Road Keysville, GA 30916	\$ 26,900.00	Cashier Check	X
Horne's Pest Control 4232 Wheeler Rd. Martinez, GA 30907			
Treesmith, Inc. 1330 Martin Rd. East Northport, AL 35473			



**Engineering Services Committee Meeting
5/29/2007 1:30 PM
Winchester Subdivision Drainage Improvements**

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

caption2: Approve award of construction contract to Blair Construction, Inc. in the amount of \$241,225.45 for the Winchester Subdivision Drainage Improvements Project, subject to receipt of signed contracts and proper bonds.

Background: The proposed drainage project is located in the Winchester Subdivision, adjacent to Meadowbrook Drive and Rollingwood Drive. Residents along Rollingwood Drive are currently experiencing severe drainage and erosion problems in their backyards, causing it to be unstable. On June 6, 2006, the Augusta-Richmond County Commission approved to fund the construction and right-of-way while design activities would be performed in-house by county staff.

Analysis: Bids were received on April 19, 2007 with Augusta Transport & Land Clearing being the low bidder. Bid results are as follow: CONTRACTORS BID 1. Augusta Transport \$189,000.00 2. Blair Construction, Inc. \$241,225.45 3. Vastec/United Utilities \$267,906.53 4. Jeffery Harris Trucking & Const. \$332,096.00 5. Mabus Brothers Const. Co., Inc. \$628,443.91 It is the Engineering Department recommendation not to award this project to the low bidder for the following reasons: • The Line Item for Temporary Fencing was not acknowledged in the final bid package. • The low bidder estimate was 45% lower than the Engineer's Estimate. • The low bidder contractor provided no prior experience on similar projects. • It is also the recommendation of the Engineering Department to award this project to the next low bidder (Blair Construction, Inc).

Financial Impact: A total of \$338,000 is available in the budget for construction

Alternatives: 1) Approve award of Construction Contract to Blair

Construction, Inc. in the amount of \$241,225.45 for the Winchester Subdivision Drainage Improvements Project, subject to receipt of signed contracts and proper bonds. 2) Do not approve and select low bidder

Recommendation: Approve Alternative Number One.

**Funds are
Available in the
Following
Accounts:** 32204-206822651/5414710-206822651

REVIEWED AND APPROVED BY:

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



ENGINEERING DEPARTMENT

Abie L. Ladson, P.E., Director

4 MAY '07 PM 4:51

MEMORANDUM

TO: Geri Sams, Director of Procurement
FROM:  Abie L. Ladson, P.E., Director - Engineering Department
DATE: Friday, May 04, 2007
SUBJECT: Winchester Subdivision Drainage Improvements
Project Number: 322-04-206822651
File reference: 07-014(A)

Ms. Sams, it is the recommendation of the Engineering Department to award the "Winchester Subdivision Drainage Improvements" construction contract to Blair Construction, Inc. with a bid of \$241,225.45. The low bidder for this project was Augusta Transport and Land Clearing, Inc. with a bid of \$189,000.00. Augusta Transport and Land Clearing are not being recommended for this project for the following reasons.

1. Line Item "000-0000 Temporary Fencing" was left out of the Contract Bid Tab. No dollar amount was allocated to this bid item by Augusta Transport and Land Clearing.
2. Augusta Transport's total bid was 45% less than the Engineer's Estimate. This has raised concerns of whether standard materials acceptable to Augusta-Richmond County Engineering Department were used in the final bid.
3. It appears that this company does not have any experience working on governmental utility projects. All projects constructed have been for residential and commercial construction.

Please also note that the Winchester Subdivision Drainage Improvements is a very sensitive project that will be constructed in close proximity of the existing residents.

If you have any questions, or concerns please e-mail me, or give me a call.

Thank You,

ALL/*scm*

Enclosure

cc: File

BID #07-118 Winchester Subdivision Drainage Improvements for Augusta Engineering Thursday, April 19, 2007 @ 3:00 p.m.			
Vendors:	Bid Amount	Bid Bond	Add. 1
Augusta Transport P.O. Box 212428 Augusta, GA 30917	\$189,000.00	X	X
Beam's Construction 2335 Atomic Road Beech Island, SC 29842			
Blair Construction P.O. Box 770 Evans, GA 30809	\$241,225.45	X	X
Jeffery Harris Trucking 1736 Barton Chapel Road Augusta, GA 30906	\$332,096.00	X	X
Mabus Brothers Construction 920 Molly Pond Rd. Augusta, GA 30901	\$628,443.91	X	X
TSG Solutions 701 Greene St., Suite 101 Augusta, Ga 30901			
Vastec Group 701 Greene Street, Suite 100 Augusta, GA 30901	\$267,906.53	X	X