



Engineering Services Committee Committee Room- 2/12/2007- 1:30 PM
Meeting

ENGINEERING SERVICES

1. Motion to approve an Option for Right-of-Way between The Housing Authority of The City of Augusta, Georgia, as owner, and Augusta, Georgia, as optionee, in connection with the St. Sebastian Way Project, for property located at 1425 Walton Way (046-1-064-00-0) for a purchase price of \$172,900.00. Said property consisting of 0.159 acre (6,939.17 sq. ft.) in fee and 0.053 acre (2,313.02 sq. ft.) of permanent construction and maintenance easement. ☐ [Attachments](#)

2. Motion to approve an Option for Right-of-Way between William S. Roberts, as owner, and Augusta, Georgia, as optionee, in connection with the St. Sebastian Way Project, for property located at Fifteenth Street (036-3-033-00-0) consisting of 0.127 acre (5,545.64 sq. ft.) in fee and 2,440.9 sq. ft. of permanent construction and maintenance easement for a purchase price of \$39,800.00. ☐ [Attachments](#)

3. Approve a request for a permanent easement from GDOT on Phinzy Road at the crossline that drains the detention basin from the Charles B. Webster Detention Center to prevent water backup on Phinzy Road. ☐ [Attachments](#)

4. Authorize the execution of an agreement with Georgia Power for Emergency Generators and Distribution System for the Highland Ave. Surface Water Treatment Plant in an amount estimated not to exceed \$1,924,903. ☐ [Attachments](#)

5. Authorize award of bids for Pre-purchased of Equipment for the James B. Messerly Water Pollution Control Plant ☐ [Attachments](#)

Master Plan Implementation Phase 1 Project to the lowest responsive bidders.

6. Presentation by Mr. Joe Jones of Jay's Car Wash & Supply regarding compensation for his loss of business resulting from roadway improvements on Barton Chapel Road. ☐ [Attachments](#)
7. Report from the Judicial Center Sub-Committee regarding questions concerning the Judicial Center Project relating to the sub-committee's composition, the retention of the current architectural firm and the contract extension with that firm if they are retained. ☐ [Attachments](#)
8. Update from the Administrator on the race track. (Requested by Commissioner Williams) ☐ [Attachments](#)
9. Receive Utilities Engineering 2006 Report to be presented at the meeting. ☐ [Attachments](#)
10. Motion to approve revisions to the membership of the NPDES Oversight Committee and revisions to the membership section of the NPDES Committee's Charter to add a thirteenth member to the Committee, a member with CPESC Certification. ☐ [Attachments](#)

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Engineering Services Committee Meeting

2/12/2007 1:30 PM

Acquisition of Right-of-Way and Easement St. Sebastian Way/Greene St.'15th St.

Department:	County Attorney - Stephen E. Shepard, Attorney
Caption:	Motion to approve an Option for Right-of-Way between The Housing Authority of The City of Augusta, Georgia, as owner, and Augusta, Georgia, as optionee, in connection with the St. Sebastian Way Project, for property located at 1425 Walton Way (046-1-064-00-0) for a purchase price of \$172,900.00. Said property consisting of 0.159 acre (6,939.17 sq. ft.) in fee and 0.053 acre (2,313.02 sq. ft.) of permanent construction and maintenance easement.
Background:	The property owner has agreed to convey the referenced right-of-way and easement for a total of \$172,900.00.
Analysis:	The purchase of the referenced right-of-way and easement 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 right-of-way and easement.
Recommendation:	Approve the motion to purchase the referenced right-of-way and easement.
Funds are Available in the Following Accounts:	Will be reimbursed by Georgia DOT

REVIEWED AND APPROVED BY:

**Administrator.
Clerk of Commission**



Engineering Services Committee Meeting

2/12/2007 1:30 PM

Acquisition of Right-of-Way Easement - St. Sebastian Way/Greene St./ 15th Street

Department:	County Attorney - Stephen E. Shepard, Attorney
Caption:	Motion to approve an Option for Right-of-Way between William S. Roberts, as owner, and Augusta, Georgia, as optionee, in connection with the St. Sebastian Way Project, for property located at Fifteenth Street (036-3-033-00-0) consisting of 0.127 acre (5,545.64 sq. ft.) in fee and 2,440.9 sq. ft. of permanent construction and maintenance easement for a purchase price of \$39,800.00.
Background:	The property owner has agreed to convey the referenced right-of-way and easement for a total of \$39,800.00
Analysis:	The purchase of the referenced right-of-way and easement 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 the acquisition of the property.
Alternatives:	Deny the motion to approve the purchase of the referenced right-of-way and easement.
Recommendation:	Approve the motion to purchase the referenced right-of-way and easement.
Funds are Available in the Following Accounts:	Will be reimbured by Georgia DOT

REVIEWED AND APPROVED BY:

**Administrator.
Clerk of Commission**



**Engineering Services Committee Meeting
2/12/2007 1:30 PM
Drainage Easement**

Department: Public Services Department-Maintenance Division

Caption: Approve a request for a permanent easement from GDOT on Phinizy Road at the crossline that drains the detention basin from the Charles B. Webster Detention Center to prevent water backup on Phinizy Road.

Background: This easement is crucial to the prevention of flooding and for maintenance on Phinizy Road.

Analysis: Without this critical easement, it would be difficult for the Maintenance Division to prevent the possible flooding of Phinizy Road.

Financial Impact: None - GDOT to donate easement

Alternatives: Alternative #1 - Approve request for a permanent easement from GDOT, on Phinizy Road at the crossline that drains the detention basin from the Charles B. Webster Detention Center, to prevent water backup on Phinizy Road.
Alternative #2 - Risk flooding and roadway failure.

Recommendation: Recommend Alternative #1

Funds are Available in the Following Accounts: N/A

REVIEWED AND APPROVED BY:

Finance.
Administrator.
Clerk of Commission



Engineering Services Committee Meeting

2/12/2007 1:30 PM

Highland Ave. Surface Water Treatment Plant Emergency Generators and Distribution System

Department:	Utilities
Caption:	Authorize the execution of an agreement with Georgia Power for Emergency Generators and Distribution System for the Highland Ave. Surface Water Treatment Plant in an amount estimated not to exceed \$1,924,903.
Background:	During the design process of the Highland Ave. Surface Water Treatment Plant, the Utilities Department planned for emergency generators at the treatment plant. The generators would serve as an automatic backup in the event of an electrical power outage. With the new generator in place, we also have the ability to consider using “peak shaving” techniques as an energy management tool. We contacted Georgia Power to consult with their industrial experts about what we were planning. We found that Georgia Power had a program in place to provide emergency generators and distribution system for their industrial customers and they strongly supported the concept of peak shaving.
Analysis:	The Utilities Department had planned for emergency generators as part of the plant original design concept. When we learned of Georgia Power’s program of providing the emergency generators and distribution system to their industrial customers, we pursued the idea of having Ga. Power provide both our normal operating power and emergency power needs. With the equipment in place, we can take advantage peak shaving energy management methods.
Financial Impact:	Funds for the payments for the generators and distribution system will be included in the annual operating budgets under the account 506 04 3520 5312310. The amount of payments will be computed contingent upon discussions with the Finance Department, the Utilities Department and Ga.

Power. The monthly estimate for the payment is less than \$20,000 for ten years.

Alternatives: No alternatives are recommended.

Recommendation: We recommend the Commission authorize execution of the agreement with Georgia Power for Emergency Generators and Distribution System for the Highland Ave. Surface Water Treatment Plant in an amount not to exceed \$1,924,903. This recommendation is contingent upon reaching contract terms mutually agreeable with the Administrator, City Attorney, and Ga. Power.

**Funds are
Available in the
Following
Accounts:** 506 04 3520 5312310

REVIEWED AND APPROVED BY:

**Finance.
Procurement.
Disadvantaged Business Enterprise.
Administrator.
Clerk of Commission**

DRAFT CONTRACT – FOR REVIEW ONLY

DISTRIBUTION PROJECT AGREEMENT

This Distribution Project Agreement (the “Agreement”) is made and entered into this ____ day of _____, 2006 by and between Georgia Power Company (“Georgia Power”) and City of Augusta (“Customer”).

BACKGROUND

WHEREAS, the Customer owns and operates a system for the distribution of electric power located at the premises set forth on Schedule A attached hereto (the “Distribution System”); and

WHEREAS, the Customer desires to obtain and purchase from Georgia Power, and Georgia Power desires to provide to the Customer certain equipment and related services with respect to the Distribution System, upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Georgia Power and the Customer hereby agree as follows:

1. **Project.**

(a) The Customer hereby engages Georgia Power to provide to Customer and agrees to purchase the equipment and/or services set forth on Schedule A attached hereto and incorporated by reference herein with respect to the Distribution System (collectively, the “Project”), in accordance with the terms and conditions set forth in this Agreement.

(b) Georgia Power hereby accepts such engagement.

2. **Customer Obligations.**

(a) The Customer shall provide reasonable cooperation, assistance and support to Georgia Power in connection with its performance of the Project.

(b) To the extent that access to the Distribution System or other property or facilities of the Customer, or to the personnel of the Customer, is at any time reasonably necessary or appropriate in connection with the performance of the Project, the Customer agrees to grant such access to Georgia Power and its subcontractors and representatives. Georgia Power shall not be responsible for any loss, damage, fine, penalty, cost, expense, delay, interruption, breach, non-performance or other failure with respect to the Project arising out of or in connection with any failure by the Customer to provide access to its property or facilities or personnel in connection with the performance of the Project.

3. **Georgia Power Obligations.**

(a) Georgia Power will perform the Project in a professional and workmanlike manner with a reasonable degree of care, skill and diligence and in accordance with all applicable laws, rules and regulations and the terms of this Agreement.

(b) If the performance of any portion of the Project fails to comply with the standard of care set forth in paragraph (a) of this Section 3, and the Customer gives written notice of such failure to Georgia Power not later than one (1) month following completion of the Project, then, to the extent necessary to cure such failure, Georgia Power shall reperform such portion of the Project at no additional cost to the Customer.

(c) **THE ONLY WARRANTY CONCERNING THE PROJECT (OR ANY GOODS, EQUIPMENT, MATERIALS OR SERVICES INCLUDED THEREIN) IS SET FORTH IN PARAGRAPH (a) OF THIS SECTION 3. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE HEREBY SPECIFICALLY AND EXPLICITLY EXCLUDED, INCLUDING WITHOUT LIMITATION ANY WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE OR ANY WARRANTY AS TO NONINFRINGEMENT. GEORGIA POWER SHALL HAVE NO OBLIGATION OR RESPONSIBILITY FOR OR WITH RESPECT TO ANY WARRANTY PROVIDED BY THE MANUFACTURER OR THIRD PARTY SUPPLIER OF ANY EQUIPMENT, PARTS OR OTHER MATERIALS PROVIDED PURSUANT TO THIS AGREEMENT.**

(d) **WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, GEORGIA POWER DOES NOT MAKE AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR APPLICATION, OR OTHERWISE, WITH RESPECT TO THE PROJECT OR ANY EQUIPMENT OR OTHER GOODS OR MATERIALS FURNISHED PURSUANT TO THIS AGREEMENT.**

(e) Georgia Power may, in its sole discretion, subcontract all or any portion of the Project to suitably qualified and experienced subcontractors. For purposes of this Agreement, no contractual relationship will exist between the Customer and any such subcontractor. Notwithstanding the foregoing, no such subcontracting by Georgia Power will relieve Georgia Power of its obligation to perform the Project as set forth herein, and Georgia Power will be responsible for the management of its subcontractors in their performance of any portion of the Project.

(f) The Customer acknowledges and agrees that the estimated start date and completion date for the Project, if any, set forth on Schedule A are good faith estimates

only, and that Georgia Power makes no warranty or guaranty that the Project will commence or be completed on the dates or within the time period so estimated.

(g) Georgia Power may, if requested by the Customer and agreed to in writing by Georgia Power in its sole discretion, assist the Customer in seeking a capital lease arrangement or other financing arrangement with a third party to finance all or a portion of the Project. The availability of such financing arrangement will be subject to the requirements and credit approval of such third party, and Georgia Power shall have no obligation to provide such financing arrangement, or to guarantee the payment or performance of the Customers obligations under such financing arrangement. To the extent that the Customer is unable to obtain any such third party financing, such Customer shall nevertheless remain obligated to pay and perform all of its obligations under this Agreement. The obligations of the Customer hereunder are not contingent in any respect upon the Customer obtaining any such financing.

To the extent that the Customer is able to obtain such third party financing, Georgia Power may, if requested by the Customer and agreed to in writing by Georgia Power in its sole discretion, act as servicer for such third party. In such capacity, Georgia Power would bill and collect amounts owing under such financing arrangement for the benefit of the third party. Any such arrangement shall be on terms and conditions satisfactory to Georgia Power.

4. **Compensation; Title and Risk of Loss.**

(a) As consideration for the Project, the Customer shall pay to Georgia Power the amounts set forth on Schedule A. The Customer shall deliver such payments by check or wire transfer of immediately available funds to an account designated in writing by Georgia Power.

(b) Payment to Georgia Power for the Project in the amount(s) set forth on Schedule A shall be made by the Customer within thirty (30) days after the Customer's receipt of an invoice with respect thereto. If the Customer fails to pay any amount when due, it shall pay interest on such amount at a rate equal to the lesser of eighteen percent (18%) or the highest rate of interest permitted by applicable law, accruing until paid.

(c) To secure the payment in full of all amounts payable by the Customer hereunder, the Customer hereby grants to Georgia Power a purchase money security interest in and security title to all equipment, parts and other materials provided or installed by Georgia Power pursuant to this Agreement and all proceeds from their sale or disposition. The Customer agrees to execute such financing statements and other documentation as may be requested by Georgia Power in order to protect and perfect the security interest granted herein. The Customer further authorizes Georgia Power to file any financial statements and other documentation in order to protect or perfect such security interest with or without the Customer's signature.

(d) Any applicable federal, state and local sales, excise, ad valorem, use or similar taxes, if any, imposed in connection with the Project, except for federal and state income taxes payable by Georgia Power based on net income, will be reimbursed by the Customer.

(e) In the event that Georgia Power encounters any conditions on or with respect to the Distribution System or the premises thereof which could not have been reasonably foreseen by Georgia Power (“Adverse Conditions”), and such conditions materially increase the cost to be incurred by Georgia Power in performing the Project, then Georgia Power shall so notify the Customer and the parties shall negotiate in good faith to equitably increase the amount to be paid for the Project by the Customer under Section 4 hereof in light of the increased cost.

(f) Risk of loss associated with equipment or other goods furnished to the Customer hereunder shall transfer to the Customer upon delivery of such equipment or other goods to the Customer. Any claim against Georgia Power for non-delivery or shortages in delivery or shipments shall be made in writing to Georgia Power within thirty (30) days after receipt of shipment. Title to equipment or other goods purchased by the Customer hereunder shall transfer to the Customer only upon receipt of payment therefor by Georgia Power in accordance with this Agreement.

5. **Term and Termination.**

(a) The term of this Agreement (the “Term”) shall commence as of the date of this Agreement and shall continue until the completion of the Project.

(b) This Agreement may be terminated at any time upon the mutual written consent of Georgia Power and the Customer.

(c) Notwithstanding anything to the contrary set forth in this Agreement, (i) either party hereto may, by written notice to the other, effective immediately, terminate this Agreement if the other party materially breaches any of its obligations under this Agreement (including, without limitation, any failure by the Customer to remit any payment when due) and fails to cure such breach within thirty (30) days following receipt of written notice of such breach from the non-breaching party (or, if the breach is such that its cure is possible but will take longer than thirty (30) days, fails to commence to cure such breach and proceed diligently therewith until cured); and (ii) Georgia Power may, by written notice to the Customer, effective immediately, terminate this Agreement if, after a period of ten (10) days following the Customer’s receipt of notice of any Adverse Condition, the parties have been unable to reach agreement on any price increase contemplated by Section 4 hereof. In the event this Agreement is terminated pursuant to this subsection prior to completion of the Project, the Customer shall pay to Georgia Power, in full satisfaction of its payment obligations under this Agreement (except as set forth in Section 7), an amount equal to the out of pocket expenses incurred by Georgia Power for all materials, equipment and labor in performing the Project through the

effective date of such termination plus a reasonable allowance for overhead and profit charged by Georgia Power in light of the percentage of the completion of the Project and any taxes payable by the Customer under Section 4(c).

(d) Sections 3(b), 4, 5(c), 6, and 7, and any provisions of Sections 8-19 which by implication would be applicable following the expiration or termination of this Agreement, shall survive any expiration or termination of this Agreement.

6. **Limitation of Liability.**

(a) The re-performance of any portion of the Project pursuant to Section 3(b) shall be the Customer's sole remedy with respect to any faulty or improper performance of the Project, except in the case of the gross negligence or willful misconduct of Georgia Power or its agents or employees in performance of the Project. In no event shall Georgia Power be liable to the Customer for any liabilities, losses, claims, damages or expenses incurred by the Customer arising, directly or indirectly, from or in connection with the Distribution System or the operation, use, malfunction, failure or defect thereof or the performance of the Project hereunder, including without limitation damages resulting from claims of third parties, outages of electric current or damage to property or equipment, except to the extent such liability, loss, claim, damage or expense is caused by the willful misconduct or gross negligence of Georgia Power or its agents or employees in the performance of the Project.

(b) This Agreement is completely separate from, and shall have no effect whatsoever on, any other contract, agreement or arrangement, including but not limited to (i) any Georgia Public Service Commission ("GPSC") tariff or any GPSC rules or regulations governing the provision of electric service by Georgia Power, or (ii) any agreement for the provision of electric power between Georgia Power and the Customer, or any of its various divisions and affiliates. In no event will Georgia Power be responsible, liable or accountable (x) for any increase in the Customer's electric power rates or costs arising, directly or indirectly, from or in connection with the performance of the Project or the use, malfunction, failure or defect of the Distribution System or (y) for any interruption or discontinuance of electric power services.

(c) Notwithstanding anything else set forth herein to the contrary, in no event shall Georgia Power be liable to the Customer (i) for any special, incidental, consequential or punitive damages, including loss of business or profits, arising, directly or indirectly, from or in connection with this Agreement or the performance of the Project hereunder, whether based upon breach of warranty, breach of contract, negligence, strict liability, tort or any other legal theory, and whether or not Georgia Power has been advised of the possibility of such damages, or (ii) for any liabilities, losses, claims, damages or expenses, arising, directly or indirectly, from or in connection with this Agreement or the performance of the Project hereunder in excess of the amount paid or payable to Georgia Power under Section 4 of this Agreement.

7. **Indemnification.**

To the fullest extent permitted by law, the Customer shall indemnify, defend and hold harmless Georgia Power and its officers, directors, employees, contractors, agents, affiliates, successors and assigns (collectively, the "Indemnitees") from and against any and all losses, liabilities, claims, damages and expenses (including costs of investigation and defense and reasonable attorneys' fees) incurred or suffered by any Indemnatee, whether or not involving third party claims and whether or not caused in part by the active or passive negligence of any Indemnatee (collectively, "Damages"), arising, directly or indirectly, from or in connection with the Distribution System or the operation, use, malfunction, failure or defect thereof or the Project, except for any Damages arising out of bodily injury to person or damage to property caused by or resulting from the sole negligence or willful misconduct of any applicable Indemnitees or their agents or employees in the performance of the Project.

8. **Notices.**

All notices and other communications hereunder shall be in writing and shall be deemed given the earlier of (i) when received; (ii) when delivered personally; (iii) one (1) business day after being delivered by facsimile transmission; (iv) one (1) business day after being deposited with a recognized overnight courier service; or (v) four (4) days after being deposited in the United States mail, First Class with postage prepaid, to the recipient party at its address (or at such other address or facsimile number for a party as shall be specified by like notice; *provided, however*, that notices of a change of address shall be effective only upon receipt thereof):

If to Georgia Power:

Georgia Power Company
Bin 79510
6711 Londonderry Way
Union City, Georgia 30291
Attn: Joe Lawrence
Telecopy: 770-969-6615

If to the Customer:

Attn: _____
Telecopy_____

9. **Assignment.**

Neither Georgia Power nor the Customer may assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided however, that (a) Georgia Power may, without the consent of the Customer, (i) assign

any or all of its rights or obligations under this Agreement to any subsidiary or other affiliate of Georgia Power, or (ii) assign any or all of its rights or obligations under this Agreement in connection with the sale or transfer of all or substantially all of its assets; and (b) the Customer may assign its rights and obligations hereunder to a lender or finance lessor in connection with a leasing or other financing arrangement approved by Georgia Power, provided that no such assignment to a lender or finance lessor shall relieve the Customer of any of its obligations hereunder.

10. **Governing Law.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia (without giving effect to conflicts of law principles) as to all matters, including but not limited to matters of validity, construction, effect, performance and remedies.

11. **Interpretation.**

This Agreement shall not be construed more strongly against either party hereto regardless of which party is responsible for its preparation, it being agreed that this Agreement was fully negotiated by both parties.

12. **Force Majeure.**

In no event shall Georgia Power be deemed to be in default of any provision of this Agreement or liable for delays or interruptions in the completion of the Project arising out of or in connection with acts or events beyond the reasonable control of Georgia Power. Such acts or events include acts of God, acts of civil or military authority, civil disturbance, war, strikes, fires, other catastrophes, storms, ice, computer system failures, utility service failures, acts of third parties, and other events of similar or dissimilar nature beyond Georgia Power's reasonable control.

13. **Entire Agreement.**

This Agreement, including Schedule A hereto, contains the entire agreement and understanding concerning the subject matter hereof between the parties hereto and supersedes all prior agreements or understandings.

14. **Independent Contractors.**

The parties hereto acknowledge and agree that in the performance of its duties and obligations hereunder Georgia Power is acting as independent contractor of the Customer, and neither Georgia Power nor the Customer shall represent that an employer/employee, partnership, joint venture, or agency relationship exists between them, nor shall either party have the power nor will either party represent that it has the power to bind the other party hereto to any contract or agreement.

15. **Waiver.**

No waiver, amendment, termination or discharge of this Agreement or any of the terms or provisions hereof shall be binding upon either party unless confirmed in writing. No waiver by either party of any term or provision of this Agreement or of any default hereunder shall affect such party's right thereafter to enforce such term or provision or to exercise any right or remedy in the event of any other default, whether or not similar.

16. **Severability.**

If any provision of this Agreement shall be held void, voidable, invalid or inoperative, no other provision of this Agreement shall be affected as a result thereof, and accordingly, the remaining provisions of this Agreement shall remain in full force and effect as though such void, voidable or inoperative provision had not been contained herein.

17. **Counterparts.**

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same Agreement. Any signature page of any such counterpart, or any electronic facsimile thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any telecopy or other facsimile transmission of any signature shall be deemed an original and shall bind such party.

18. **Further Assurances.**

Upon the reasonable request of the other party, each party hereto agrees to take any and all actions necessary or appropriate to give effect to the terms set forth in this Agreement.

19. **Binding Effect.**

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

[Signatures on Next Page]

IN WITNESS WHEREOF, Georgia Power and the Customer have caused this Agreement to be signed by their respective duly authorized officers as of the date first above written.

By:_____

Name:_____

Title:_____

GEORGIA POWER COMPANY

By:_____

Name:_____

Title:_____

Schedule A
Project Description
Scope of Work

The following electrical distribution and back up generation infrastructure will be installed at the site of Augusta Utilities located at Highland Avenue, Augusta, GA.

Distribution Scope:

I. Project Description

Georgia Power Company-Power Services will install (8) 7'-10" x 10'-10" pre-cast concrete manholes, (1) S&C Vista Model 422 Switchgear, (2) 2000 kVA 3Ø pad mounted transformers, (2) 3750 kVa 3Ø pad mounted transformers, 3Ø -500 KCMIL shielded copper 5kV MV-90 primary power cable throughout loop and for main service from Utility Substation, 3Ø -4/0 AWG shielded copper 5kV MV-90 XLPE power cable to transformers and generators, 3Ø 250 KCMIL shielded copper 5kV MV-90 XLPE power cable to main transformers, and 24 strand, 36 strand, and 48 strand fiber optic communication cables in 3000# concrete-encased reinforced distribution underground duct as specified with portions of the communications cable direct buried in conduit as shown on drawings E9, E10, E11.

Power cables shall be installed throughout the loop feeding the Old Filter Building, the New Filter Building, and the UV/Pump Station Building (including feeding MSG-UAB, GEN-UA, and manholes EMH-3, EMH-4, EMH-5, EMH-7, EMH-9, EMH-10, EMH-11, and EMH-13 and tying to the Utility Substation).

Communications cables shall be installed around the West and East Holding Basins and throughout the loop feeding the Old Filter Building, the New Filter Building, and the UV/Pump Station Building (including feeding MSG-UAB and manholes EMH-3, EMH-4, EMH-5, EMH-7, EMH9, EMH-10, EMH-11, and EMH-13).

All grounding and lightning protection will be based on Georgia Power philosophy for the isokeraunic level for the area.

II. Points of Demarcation

The points of demarcation for communications cable are at the patch panel on the north side of the holding basins labeled as FOPP-HBN and patch panel FOPP 302 at the main switchgear building. Fiber optic cable and conduits to patch panels FOPP 302, FOPP 232, FOPP HBS, FOPP HBN, FOPP 407, and FOPP 406 are included. Connections from these patch panels to other panels and equipment are by others, as are FOC terminations.

The point of demarcation for the power equipment shall be the load side of the feeder breakers and the line side of the utility and generator breakers located in switchgear MSG-

UAB. All primary cables, transformers, manholes, concrete encased ductbank, and rigid conduit installed are included. Cable between generator, GEN-UA and MSG-UAB and from the Utility Substation to MSG-UAB is also included.

III. Scope of Work

This new system will include the following:

- a. Install two-way manholes at locations EMH-3, EMH-4, EMH-5, EMH-7, EMH9, EMH-10, EMH-11, and EMH-13 as shown on drawings E-10 and E-11.
- b. Install 4-way loop interrupter switchgear at location NSW-N (S&C Vista Model 422 Switchgear) as shown on drawing E-29.
- c. Install 2-2000 kVA 3ø pad mounted transformers at locations XF-UA2 and XF-UA3 as shown on drawing E-54.
- d. Install 2-3750 kVA 3ø pad mounted transformers at locations XF-UA1 and XF-UB1 as shown on drawing E-53.
- e. Install 3ø -500 shielded copper 5kV MV-90 power cable for manhole/ductbank system in 3000# concrete-encased reinforced distribution underground duct as shown on drawings E-53 and E-54.
- f. Install 3ø -2x500 shielded copper 5kV MV-90 power cable in 3000# concrete-encased reinforced distribution underground duct to tie to Utility Substation as shown on drawing E-53.
- g. Install 3ø -4/0 shielded copper 5kV MV-90 power cable to XF-UA2 and XF-UA3 in 3" rigid galvanized steel conduits as shown on drawings E-54.
- h. Install 3ø -4/0 shielded copper 5kV MV-90 power cable to GEN-UA in 3000# concrete-encased reinforced distribution underground duct as shown on drawings E-53.
- i. Install 24 strand, 36 strand, and 48 strand fiber optic communication cables (shown on drawing SS2) in 3000# concrete-encased reinforced distribution underground duct with 3-1" innerduct conduits (approximately 3500' shall be installed in direct buried 1 1/2" rigid aluminum conduit) as noted on drawings E9 and E10).
- j. Install #4 rebar in ductbank as described in Note 11 on drawing E-76.
- k. Test power cable after installation, splicing, and termination.
- l. Test cables and apparatus per specifications.

IV. Deviations and Exceptions

The following are deviations from the specifications and drawings provided:

- a. Switchgear for location NSW-N shown on drawing E-54 as Cooper model KPTMT9BT32 with 300E fuses (maximum offering 125E fuses) has been quoted as S & C Vista model 422 switchgear with two 600A three phase loadbreak switches and two 600A vacuum fault interrupters..
- b. Transformers for locations XF-UA2 and XF-UA3 shown on drawing E-54 have been quoted as 2000 kVA 4160/480Y single rated, mineral oil insulated, padmounted equipment with 300A LBOR primary switches.

- c. Transformers for locations XF-UA1 and XF-UB1 shown on drawing E-53 have been quoted as 3750 kVA 4160/480Y single-rated mineral oil insulated, padmounted equipment.
- d. Manholes shown on drawing E-80 to be 6'x 6' Newbasis pre-cast concrete manholes have been quoted as Old Castle 7' 10" x 10' 10" pre-cast concrete manholes.
- e. Terminations of fiber optic cables at patch panels throughout the project shall be performed by others.
- f. Rigid conduit inside Old Filter Building and New Filter Building will be by Others and will terminate 5' outside the foundation of each building – power and communications cables will be installed in conduits as installed by Others
- g. Medium Voltage equipment connections have been proposed as follows:
 - i. 5 kV transformer terminations – live terminations due to loading in excess of 200A loadbreak elbow design limits
 - ii. 5 kV pad-mounted switchgear terminations – bolted, non-loadbreak 600A apparatus elbows
 - iii. Generator terminations – live terminations, as is industry standard
 - iv. Main metal-clad switchgear terminations – live terminations as is industry standard

V. Deliverables

GPC-Power Services will deliver:

- Completed work per this proposal
- Project Schedule
- Submittals as required by specification
- Test Reports as required by specification
- Drawings as follows:
 - 1 As Built Drawing
 - 2 New system one-line diagram

VI. Assumptions and Limitations

Services will be in accordance with the following assumptions and limitations:

- Scope is limited to that described in Sections I, II, III, and IV above
- Deliverables are limited to those described in Section V above
- Estimate assumes that all distribution work will be performed in unobstructed pathways
- Estimate assumes that excavation will not involve anything in excess of incidental rock – rock excavation will be performed on a time and materials basis
- Proposal assumes that Highland Water Treatment plant personnel will be available to provide access to electrical areas and other construction spaces during construction

- This estimate does not provide for temporary power or electrical “work-arounds” – it is assumed that these tasks will be managed by Others
- All parties involved will discuss and agree on project schedule

Notes:

This is a turnkey quote as of 1/31/07.

Transformer and wire quotes are good for 90 days from above date.

Quoted lead times on transformers is currently 38 weeks.

Rock, obstruction and delay adder will be billed at \$120.00 / man-hour if required.

Change orders may be quoted or billed hourly as customer desires.

Quote is based on standard ductbank construction at no greater than five foot depth.

Customer is responsible for locating private underground facilities.

Customer is responsible for damage to unlocated / mismarked underground facilities.

Labor (Design & installation)/ Equipment/ Materials/overheads & profit (except Transformers/switchgear): \$818,521.00
Transformers/Switchgear: \$140,482.00
Total: \$959,003.00

Payment Schedule: TBD based on start dates and construction schedule

Generator scope:

I. Project Description/schedule

Georgia Power will provide all equipment necessary for interconnection of the IDG[®] System on the existing secondary service from Georgia Power.

Georgia Power will deliver the IDG[®] System project, as described in this Exhibit on a complete turnkey basis including:

1. Engineering/Design
2. Generation Equipment (provided by AUD)
3. Transfer Switch Equipment
4. IDG[®] System Installation
5. Equipment and Installation Warranties
6. In-service Training

Georgia Power will deliver the project in the following estimated timeframe:

Milestone

Completion (Week No)

Agreement Signing	0
Receipt of IDG [®] System Submittal	20
Equipment Shipping Date to Site	60
Substantial Completion of Installation	62
Final Commissioning/Start-up	65

Customer pays for all fuel including initial fill.

II. Engineering/Design Services

- A. Georgia Power will provide all engineering and design services necessary to complete construction documents for this project in accordance with the State of GA.
- B. Georgia Power will prepare construction documents signed and sealed by a Registered Professional Engineer of Record in GA.

III. Basic System Description

- A. **Re-locate 2,000KW Option** : The pricing in Exhibit B for the new re-locate 2,000KW option includes:
 - 1. Disconnecting Existing 2MW Generator that AUD owns
 - 2. Re-Programming of Existing Switchgear at location where 2MW unit will be removed
 - 3. Crane and Transportation to Relocate existing generator
 - 4. New Concrete Pad for Generator at New Location
 - 5. Power Wiring from the generator to the new main 4160V Switchgear Lineup (E53 – 52 –G1). All other wiring to be provided by others.
 - 6. New 4160V Main Switchgear Lineup

IV. 4160V Main Switchgear Lineup

- A. We will provide the main switchgear lineup shown on E53 in the drawings. The lineup will be “NexGear” brand and will provide the similar functionality as in the drawings, but is not based on a “spec build”.

V. IDG[®] System Installation

- A. Georgia Power will combine our in-house IDG[®] Project Management staff with a reputable local licensed electrical contractor or utilize our in house licensed electrical construction group to provide a fully coordinated high quality installation.

- B. The Georgia Power Project Manager will serve as the single point interface with AUD and Georgia Power during construction/start-up and will be present on-site for all critical activities and key construction milestones.

VI. Equipment and Installation Warranties

- A. The entire system will be warranted for One Year.

VII. In-Service Training

Georgia Power will provide onsite in-service training on the operation and maintenance of the IDG[®] System.

Re-locate 2MW and 4160V Switchgear*	\$ 965,900
--	-------------------

Optional Re-location of 500KW*	\$ 337,600
---------------------------------------	-------------------

Payment Schedule: TBD based on start dates and construction schedule



Disadvantaged Business Enterprise

**Yvonne Gentry
DBE Coordinator**

TO: Max Hicks
Director, Utilities Department

Geri Sams
Director, Procurement Department

FROM: Yvonne Gentry, Coordinator
Disadvantaged Business Enterprise Department

SUBJECT: **DBE REVIEW AND APPROVAL OF RECOMMENDED DBE GOAL
Ga Power-Highland Avenue Contract**

DATE: February 7, 2007

This memo is to validate the Disadvantaged Business Enterprise department was not involved with the Procurement process of this project. Therefore, the department can not verify the goal-setting methodology or the good faith efforts of the contractor. If you have any questions, please contact me at (706) 821-2406.

YG:glw



Engineering Services Committee Meeting

2/12/2007 1:30 PM

James B. Messerly Water Pollution Control Master Plan Implementation Phase 1 Project pre-purchase of selected equipment.

Department: Utilities

Caption: Authorize award of bids for Pre-purchased of Equipment for the James B. Messerly Water Pollution Control Plant Master Plan Implementation Phase 1 Project to the lowest responsive bidders.

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.

Analysis: Our design engineers have reviewed the bids received for completeness and conformance to the specifications. We are ready to make a recommendation of award for seven (7) of the packages. Below is a list of these packages and the lowest responsive bidders: 06-153 Submersible Recirculation Pumps KSB, Inc. \$440,707.00 06-155 Fine Bubble Disc Diffusers Sanitaire, Inc. \$547,300.00 06-156 Biofilter Odor Control Equipment Shaw Environmental, Inc. \$959,200.00 06-157 Floating Mixers Siemens, Inc. \$474,208.00 06-158 Sodium Hypochlorite Generator Carter & Verplank \$1,166,540.00 06-159 Butterfly Valves Henry Pratt Company \$29,382.00 06-160 Slide Gates Golden Harvest \$409,000.00 A bid tabulation showing all of the bids for these packages and the design engineer's recommendations are attached to this agenda item for review. For bid item 06-161, Removable Tank Cover System, we only received one bid which was approximately \$350,000 over our estimated cost for this item. Based on the cost of this item and the lack of a second bid for comparison we would like to reject the bid for item 06-161, modify our specification to attract more bidders, and

rebid this item. Bid item 06-154, Multistage Centrifugal Blowers, is a complex blower and control system that is still being evaluated by our design engineers for full compliance with the project requirements. We will bring a recommendation on this item forward when the evaluation is complete.

Financial Impact: \$4,026,337.00 from 2004 bond funds (Account 511043420-5425210/80280130-5425210).

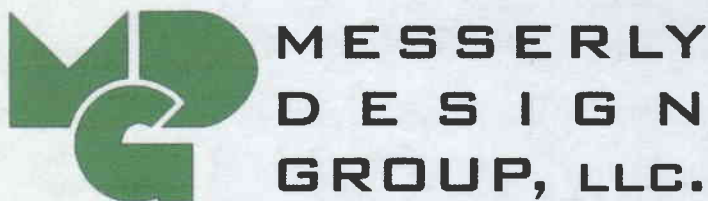
Alternatives: No alternatives recommended

Recommendation: We recommend that the Commission authorize the award of the seven bid items listed above to the lowest responsive bidders. We further recommend that the single bid received for item 06-161, Tank Cover System, be rejected due to being significantly over the budgeted amount and the package be re-bid after modification of the specifications.

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

REVIEWED AND APPROVED BY:

**Finance.
Procurement.
Disadvantaged Business Enterprise.
Administrator.
Clerk of Commission**



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

Mr. Allen Saxon
Assistant Director, Wastewater
Augusta Utilities Department
360 Bay Street, Suite 180
Augusta, Georgia 30901

February 1, 2007

Dear Mr. Saxon:

We have reviewed the bids received for the equipment packages bid for the J.B. Messerly Improvements Project. A tabulation of bids received is attached for your reference. We recommend the following packages be awarded:

<u>Package</u>	<u>Low Responsive Bid</u>	<u>Amount</u>
P-05: Submersible Recirculating Pumps	KSB, Inc.	\$440,707.00
P-10: Fine Bubble Disc Diffusers	Sanitaire, Inc.	\$547,300.00
P-12: Bio-filter Odor Control Equipment	Shaw Environmental, Inc.	\$959,200.00
P-13: Floating Mixers	Siemens, Inc.	\$474,208.00
P-27: Butterfly Valves	Henry Pratt Company	\$29,382.00
P-30: Stainless Steel Slide Gates	Golden Harvest, Inc.	\$409,000.00
P-34: Sodium Hypochlorite Generation System	Carter & Verplanck	\$1,166,540.00

Since a single bid was received for package P-18: Removable Tank Cover Systems, and that bid was significantly higher than the engineer's estimate, we recommend that package be rebid.

Also, we have not yet completed our evaluation of package P-09, Multi-stage Centrifugal Blowers. We will forward our recommendation once the evaluation is complete.

Please contact me if you have questions or comments.

Very truly yours,

Messerly Design Group, LLC

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

Tom D. Wiedmeier
Project Manager

Enclosure
c: Clifford Carey, CH2MHill

P-05 Submersible Recirculating Pumps					
	Quantity	KSB		Performance Pumps	
		Unit Cost	Total	Unit Cost	Total
A. Design & Engineering	1		\$ 35,000.00	\$ -	\$ -
B. Material/Equipment					
1. Equipment/Materials					
a. 3500 GPM @ 5 ft; 10 HP; 480V with VFD	8	\$ 16,007.75	\$ 128,062.00	\$ 105,000.00	\$ 840,000.00
b. 6000 GPM @ 3 ft; 10 HP; 480V with VFD	16	\$ 17,708.63	\$ 283,338.00	\$ 102,000.00	\$ 1,632,000.00
C. Spare Parts					
1. Construction Spares	1		\$ 12,621.18	\$ 20,800.00	\$ 499,200.00
2. Start-up & testing spares	1		\$ 677.82	\$ 10,600.00	\$ 254,400.00
D. Guarantee					
1. Warranty (Included)	1		\$ -	\$ -	\$ -
E. Taxes & Duties					
1. Not Applicable - Tax Exempt (Included)	1		\$ -	\$ -	\$ -
SUBTOTAL (A-E)			\$ 459,699.00		\$ 3,225,600.00
F. Delivery & On-Site Services					
1. Freight	1		\$ 2,008.00	\$ 30,000.00	\$ 30,000.00
2. Site technical representation	1		\$ 14,000.00	\$ 7,000.00	\$ 7,000.00
SUBTOTAL F			\$ 16,008.00		\$ 37,000.00
TOTAL			\$ 440,707.00		\$ 3,262,600.00
P-10 Fine Bubble Disc Diffusers					
	Quantity	Sanitaire		Envirex	
		Unit Cost	Total	Unit Cost	Total
A. Design & Engineering	1	\$ 54,730.00	\$ 54,730.00	\$ 87,200.00	\$ 87,200.00
B. Material/Equipment					
1. Equipment/Materials					
a. Disc diffusers AB 1&2	2	\$ 57,964.50	\$ 115,929.00	\$ 116,950.00	\$ 233,900.00
b. Disc diffusers AB 3-6	4	\$ 86,935.00	\$ 347,740.00	\$ 202,175.00	\$ 808,700.00
C. Spare Parts					
1. Construction Spares	1	\$ 3,716.00	\$ 3,716.00	\$ 500.00	\$ 500.00
2. Start-up & testing spares	1	\$ 685.00	\$ 685.00	\$ 500.00	\$ 500.00
D. Guarantee					
1. Warranty	1	\$ -	\$ -	\$ 2,700.00	\$ 2,700.00
E. Taxes & Duties	1	\$ -	\$ -	\$ -	\$ -
SUBTOTAL (A-E)			\$ 522,800.00		\$ 1,133,500.00
F. Delivery & On-Site Services					
1. Freight	1	\$ 15,000.00	\$ 15,000.00	\$ 75,100.00	\$ 75,100.00
2. Site Field Services	1	\$ 4,500.00	\$ 4,500.00	\$ 9,800.00	\$ 9,800.00
3. Manufacturer Provided Testing	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
SUBTOTAL F			\$ 24,500.00		\$ 89,900.00
TOTAL			\$ 547,300.00		\$ 1,223,400.00

P-12 Bio-filter Odor Control Equipment					
	Quantity	Shaw		BIOREM	
		Unit Cost	Total	Unit Cost	Total
A. Design & Engineering					
a. Odor complex 1 biofilter odor treatment	1	\$ 15,000.00	\$ 15,000.00	\$ 30,000.00	\$ 30,000.00
b. Odor complex 2 biofilter odor treatment	1	\$ 15,000.00	\$ 15,000.00	\$ 30,000.00	\$ 30,000.00
c. Odor complex 3 biofilter odor treatment	1	\$ 15,000.00	\$ 15,000.00	\$ 25,000.00	\$ 25,000.00
B. Material/Equipment					
1. Equipment/Materials	1	\$ 668,800.00	\$ 668,800.00	\$ 976,028.00	\$ 976,028.00
2. Manually operated slide gates	1	\$ 81,000.00	\$ 81,000.00	\$ -	\$ -
C. Spare Parts					
1. Construction Spares	1	\$ 3,400.00	\$ 3,400.00	\$ -	\$ -
2. Start-up & testing spares	1	\$ 2,600.00	\$ 2,600.00	\$ -	\$ -
D. Guarantee					
1. Warranty	1	\$ 30,000.00	\$ 30,000.00	\$ -	\$ -
E. Taxes & Duties	1	\$ -	\$ -	\$ -	\$ -
SUBTOTAL (A-E)			\$ 830,800.00		\$ 1,061,028.00
F. Delivery & On-Site Services					
1. Freight	1	\$ 93,400.00	\$ 93,400.00	\$ 166,747.50	\$ 166,747.50
2. Field performance testing	1	\$ 35,000.00	\$ 35,000.00	\$ 40,000.00	\$ 40,000.00
SUBTOTAL F			\$ 128,400.00		\$ 206,747.50
TOTAL			\$ 959,200.00		\$ 1,267,775.50

P-13 Floating Mixers

	Quantity	Siemens	
		Unit Cost	Total
A. Design & Engineering	1		\$ 3,500.00
B. Material/Equipment			
1. Equipment/Materials ^a			
a. Mechanical Floating Mixers @ Aeration Basi	5	\$ 11,389.50	\$ 56,947.50
b. Mechanical Floating Mixers @ Aeration Basi	5	\$ 11,389.50	\$ 56,947.50
c. Mechanical Floating Mixers @ Aeration Basi	6	\$ 14,266.79	\$ 85,600.74
d. Mechanical Floating Mixers @ Aeration Basi	6	\$ 14,266.79	\$ 85,600.74
e. Mechanical Floating Mixers @ Aeration Basi	6	\$ 14,266.79	\$ 85,600.74
f. Mechanical Floating Mixers @ Aeration Basi	6	\$ 14,266.79	\$ 85,600.74
C. Spare Parts			
1. Construction Spares	1		\$ 500.04
2. Start-up & testing spares (Included)	1		\$ -
D. Guarantee			
1. Warranty (Included)	1		\$ -
E. Taxes & Duties			
1. Not Applicable - Tax Exempt (Included)	1		\$ -
SUBTOTAL (A-E)			\$ 460,298.00
F. Delivery & On-Site Services			
1. Freight	1		\$ 7,910.00
2. Installation Inspection: Aeration Basins 1 & 2	1		\$ 1,250.00
3. Pre-Demonstration: Aeration Basins 1 & 2	1		\$ 1,750.00
4. Installation Inspection: Aeration Basins 1 & 2	1		\$ 1,250.00
5. Pre-Demonstration: Aeration Basins 1 & 2	1		\$ 1,750.00
SUBTOTAL F			\$ 13,910.00
TOTAL			\$ 474,208.00

P-18 Removable Tank Cover System		
	Conservatek Industries	
	Quantity	Unit Cost Total
A. Design & Engineering		
B. Material/Equipment		
1. Equipment/Materials		
a. Headworks channels covers		
b. Influent pump station covers		
c. Grit system covers		
d. South primary clarifiers covers		
e. North primary clarifiers covers		
f. WAS holding tank covers		
C. Spare Parts		
1. Construction Spares		
D. Guarantee		
1. Warranty		
E. Taxes & Duties		
SUBTOTAL (A-E)		
F. Delivery & On-Site Services		
1. Freight		
2. Installation of headworks covers		
3. Installation of influent pump station covers		
4. Installation of grit system covers		
5. Installation of south primary clarifiers covers		
6. Installation of north primary clarifier covers		
7. Installation of WAS holding tank covers		
8. Field performance testing		
9. Operator training		
SUBTOTAL F		
TOTAL		\$1,700,000.00

P-27 Butterfly Valves							
	Quantity	Pratt		DeZurik		Tyco	
		Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
A. Design & Engineering			\$ -	\$ 2,355.00	\$ 2,355.00	\$ 2,000.00	\$ 2,000.00
B. Material/Equipment							
6 inch Manual Butterfly Valve	15	\$ 115.00	\$ 1,725.00	\$ 245.00	\$ 3,675.00	\$ 159.00	\$ 2,385.00
8 inch Manual Butterfly Valve	17	\$ 173.00	\$ 2,941.00	\$ 345.00	\$ 5,865.00	\$ 231.00	\$ 3,927.00
10 inch Manual Butterfly Valve	12	\$ 223.00	\$ 2,676.00	\$ 405.00	\$ 4,860.00	\$ 293.00	\$ 3,516.00
12 inch Manual Butterfly Valve	23	\$ 289.00	\$ 6,647.00	\$ 510.00	\$ 11,730.00	\$ 405.00	\$ 9,315.00
18 inch Manual Butterfly Valve	2	\$ 892.00	\$ 1,784.00	\$ 1,205.00	\$ 2,410.00	\$ 1,226.00	\$ 2,452.00
20 inch Manual Butterfly Valve	3	\$ 1,248.00	\$ 3,744.00	\$ 1,420.00	\$ 4,260.00	\$ 1,668.00	\$ 5,004.00
24 inch Manual Butterfly Valve	5	\$ 1,545.00	\$ 7,725.00	\$ 2,200.00	\$ 11,000.00	\$ 3,840.00	\$ 19,200.00
C. Spare Parts			\$ -		\$ -		\$ -
D. Guarantee			\$ -		\$ -		\$ -
E. Taxes & Duties			\$ -		\$ -		\$ -
F. Delivery & On-Site Services	1	\$ 2,140.00	\$ 2,140.00	\$ 970.00	\$ 970.00	\$ 2,500.00	\$ 2,500.00
TOTAL			\$ 29,382.00		\$ 47,125.00		\$ 50,299.00

P-30 Stainless Steel Slide Gates						
	Quantity	Golden Harvest		Waco Products, Inc		
		Unit Cost	Total	Unit Cost	Total	
A. Design & Engineering	1		\$ -	\$ 1,447.00	\$ 1,447.00	
B. Material/Equipment						
SS Slide Gate - Manual 54x90	3	\$ 10,275.00	\$ 30,825.00	\$ 12,323.00	\$ 36,969.00	
SS Slide Gate - Manual 48x40	4	\$ 5,625.00	\$ 22,500.00	\$ 8,729.00	\$ 34,916.00	
SS Slide Gate - Manual 60x60	1	\$ 13,600.00	\$ 13,600.00	\$ 12,938.00	\$ 12,938.00	
SS Slide Gate - Manual 96x24	4	\$ 7,500.00	\$ 30,000.00	\$ 14,890.00	\$ 59,560.00	
SS Slide Gate - Elec 96x75	1	\$ 19,575.00	\$ 19,575.00	\$ 21,309.00	\$ 21,309.00	
SS Slide Gate - Elec 102x30	8	\$ 14,050.00	\$ 112,400.00	\$ 15,661.00	\$ 125,288.00	
SS Slide Gate - Elec 120x30	8	\$ 14,900.00	\$ 119,200.00	\$ 16,816.00	\$ 134,528.00	
SS Slide Gate - Elec 132x30	4	\$ 15,225.00	\$ 60,900.00	\$ 17,009.00	\$ 68,036.00	
C. Spare Parts			\$ -		\$ -	
D. Guarantee			\$ -		\$ -	
E. Taxes & Duties			\$ -		\$ -	
F. Delivery & On-Site Services	1		\$ -	\$ 3,500.00	\$ 3,500.00	
TOTAL			\$ 409,000.00		\$ 498,491.00	
P-34 Sodium Hypochlorite Generation System						
	Quantity	Carter & Verplanck, Inc.				
		Unit Cost	Total			
A. Design & Engineering	1	\$ 25,000.00	\$ 25,000.00			
B. Material/Equipment			\$1,108,540.00			
C. Spare Parts			\$ -			
D. Guarantee			\$ -			
E. Taxes & Duties			\$ -			
F. Delivery & On-Site Services						
1. Freight			\$ 25,000.00			
2. Field testing and training/hypochlorite system (days)	6	\$ 1,000.00	\$ 6,000.00			
3. Field testing and training/metering pump	2	\$ 1,000.00	\$ 2,000.00			
TOTAL			\$1,166,540.00			

Invitation To Bid

Sealed bids will be received at this office until 3:00 p.m., Thursday, November 9, 2006.

Bid Item #06-153	Submersible Recirculating Pumps for Augusta Utilities
Bid Item #06-154	Centrifugal Multi-Stage Blowers for Augusta Utilities Department
Bid Item #06-155	Fine Bubble Disc Diffusers for Augusta Utilities Department
Bid Item #06-156	Odor Treatment System Equipment for Augusta Utilities Department
Bid Item #06-157	Floating Mixers for Augusta Utilities Department
Bid Item #06-158	Sodium Hypochlorite System for Augusta Utilities Department
Bid Item #06-159	Butterfly Valves for Augusta Utilities Department
Bid Item #06-160	SS Slide Gate Valves for Augusta Utilities Department
Bid Item #06-161	Tank Cover Systems for Augusta Utilities Department

Bids will be received by Augusta, GA Commission hereinafter referred to as the OWNER at the offices of:

Geri A. Sams
Procurement Department
530 Greene Street - Room 605
Augusta, Georgia 30911
706-821-2422

Bid documents may be examined at the office of the Augusta, GA Procurement Department, 530 Greene Street – Room 605, Augusta, GA 30911. **Plans and specifications for the project can be made available upon request to Augusta Blue Print. The fees for the plans and specifications which are non-refundable are as follows:**

Bid Item #06-153	Submersible Recirculating Pumps for Augusta Utilities	\$20.00
Bid Item #06-154	Centrifugal Multi-Stage Blowers for Augusta Utilities Department	\$20.00
Bid Item #06-155	Fine Bubble Disc Diffusers for Augusta Utilities Department	\$20.00
Bid Item #06-156	Odor Treatment System Equipment for Augusta Utilities Department	\$20.00
Bid Item #06-157	Floating Mixers for Augusta Utilities Department	\$20.00
Bid Item #06-158	Sodium Hypochlorite System Augusta Utilities Department	\$20.00
Bid Item #06-159	Butterfly Valves for Augusta Utilities Department	\$20.00
Bid Item #06-160	SS Slide Gate Valves for Augusta Utilities Department	\$20.00
Bid Item #06-161	Tank Cover Systems for Augusta Utilities Department	\$20.00

Documents may also be examined during regular business hours at the Augusta Builders Exchange, 1262 Merry Street, Augusta, GA 30904; F. W. Dodge Plan Room, 1281 Broad Street, Augusta, GA 30901. It is the wish of the Owner that all businesses are given the opportunity to submit on this project. To facilitate this policy, the Owner is providing the opportunity to view plans online (www.augustablue.com) at no charge through Augusta Blueprint (706-722-6488) beginning Thursday, October 12, 2006. Bidders are cautioned that submitting a package without Procurement of a complete set are likely to overlook issues of construction phasing, delivery of goods or services, or coordination with other work that is material to the successful completion of the project. Bidders are cautioned that sequestration of documents through any other source is not advisable. Acquisition of documents from unauthorized sources places the bidder at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

The local bidder preference program is applicable to this project. To be approved as a local bidder and receive bid preference on an eligible local project, the certification statement as a local bidder and all supporting documents must be submitted to the Procurement Department with your bonafide bid package.

The last day to submit questions is Thursday, October 26, 2006 by 4:00 p.m. No Bid will be accepted by fax, all must be received by mail or hand delivered.

It is the wish of the Owner that minority businesses are given the opportunity to submit on the various parts of the work. This desire on the part of the Owner is not intended to restrict or limit competitive bidding or to increase the cost of the work. The Owner supports a healthy free market system that seeks to include responsible businesses and provide ample opportunity for business growth and development.

No Bid may be withdrawn for a period of **90** days after time has been called on the date of opening. **Please submit one (1) original and six (6) copies of your bid package.**

Bidders will please note that the number of copies requested; all supporting documents including financial statements and references and such other attachments that may be required by the bid are material conditions of the package. Any package found incomplete or submitted late shall be rejected by the Procurement Office. Any bidder allegedly contending that he/she has been improperly disqualified from bidding due to an incomplete bid submission shall have the right to appeal to the appropriate committee of the Augusta Commission. Please mark Bid number on the outside of the envelope.

Bidders are cautioned that sequestration of Bid documents through any source other than the office of the Procurement Department is not advisable. Acquisition of Bid documents from unauthorized sources places the bidder at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

Augusta has a Link Deposit program designed to provide loans to eligible local Small, Minority and Women Owned Businesses. For more information about this program contact the Office of the Disadvantage Business Enterprise @ 706-821-2406

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle

October 12 17, 19, 24, 2006

Augusta Focus

October 19, 2006

cc:	Tameka Allen	Interim Deputy Administrator
	Max Hicks	Utilities Department
	Wes Byne	Utilities Department
	Bob Harmon	CH2M Hill
	Yvonne Gentry	DBE

Bid Item #06-153
Submersible Recirculating Pumps
Augusta Utilities Department
Bid Due: Tuesday, November 14, 2006 @ 3:00 p.m.

[illegible]

Bid Item #06-155
Fine Bubble Disc Diffusers
Augusta Utilities Department
Bid Due: Tuesday, November 14, 2006 @ 3:00 p.m.

[illegible]

Bid Item #06-156
Odor Treatment System Equipment
Augusta Utilities Department
Bid Due: Tuesday, November 14, 2006 @ 3:00 p.m.

[illegible]

**Bid Item #06-157
Floating Mixers
Augusta Utilities Department
Bid Due: Tuesday, November 14, 2006 @ 3:00 p.m.**

[illegible]

Bid Item #06-158
Sodium Hypochlorite System
Augusta Utilities Department
Bid Due: Tuesday, November 14, 2006 @ 3:00 p.m.

[illegible]

Bid Item #06-159
Butterfly Valves
Augusta Utilities Department
Bid Due: Tuesday, November 14, 2006 @ 3:00 p.m.

[illegible]

Bid Item #06-160
SS Slide Gate Valves
Augusta Utilities Department
Bid Due: Tuesday, November 14, 2006 @ 3:00 p.m.

Vendor	Original	Six (6) Copies	Addendum 1	Remarks
Golden Harvest Inc., Post Office Box 287, Burlington, WA 9823	Yes	Yes	Yes	
WACO Products Inc., 1330 Knight Ave., Baltimore MD, 21229-5511	Yes	Yes	Yes	
Whipps, Inc., 370 South Althor Rd, Athol, MA	Yes	Yes	No	Non-compliant for not purchasing a set of plans from Augusta BluePrint and not acknowledging receipt of Addendum
Rodney Hunt Co., 46 Mill St., Orange MA 01364	Yes	Yes	Yes	Non-compliant for not completing and returning required DBE forms

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Planholders List

Member Name City of Augusta, GA**Bid Number** ITB-06-153-0-2006/PJM**Bid Name** Submersible Recirculating Pumps

9 Planholder(s) found.

Supplier Name 	City	State	Phone	Fax
Apex Pinnacle	Port Crane	NY	6076485889	6076485172
Globe Electric Supply Co. Inc.	Houston	TX	2819330909	2819331001
Godwin Pumps Of America, Inc.	Bridgeport	NJ	8564673636	8564674428
Hertz Equipment Rental	Park Ridge	NJ	2013075158	8667779470
McGraw-Hill Construction Dodge	Fort Myers	FL	2399392525	2399392331
Mody Pumps, Inc.	Bakersfield	CA	6613927600	6613927601
Power & Pumps, Inc.	Jacksonville	FL	9043565881	9043568717
USA Blue Book	Waukegan	IL	8005481234	8476893030
Western Oilfields Supply Company d/b/a Rain for Rent	Bakersfield	CA	6613999124	6613931542

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Planholders List

Member Name City of Augusta, GA**Bid Number** ITB-06-155-0-2006/PJM**Bid Name** Fine Bubble Disc Diffusers

1 Planholder(s) found.

Supplier Name 	City	State	Phone	Fax
Siemens Water Technologies Corp.	Sarasota	FL	9413552971	9413514756

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Planholders List

Member Name City of Augusta, GA**Bid Number** ITB-06-156-0-2006/PJM**Bid Name** Odor Treatment System Equipment

6 Planholder(s) found.

Supplier Name 	City	State	Phone	Fax
Chemrite, Inc.	Buford	GA	7702715576	7702715576
NORIT Americas Inc.	MARSHALL	TX	9039354794	9039389701
Siemens Water Technologies Corp.	Sarasota	FL	9413552971	9413514756
Simple Solutions Dist LLC	WEST MILFORD	NJ	9738467817	9738467817
The Shaw Group	Lawrenceville	NJ	2015660627	2015660627
US Peroxide, LLC	Laguna Niguel	CA	9496616713	9496616649

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Planholders List

Member Name City of Augusta, GA

Bid Number ITB-06-157-0-2006/PJM

Bid Name Floating Mixers

1 Planholder(s) found.

Supplier Name 	City	State	Phone	Fax
Multi-Source	Port Washington	NY	5167674200	5167674280

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Planholders List

Member Name City of Augusta, GA**Bid Number** ITB-06-158-0-2006/PJM**Bid Name** Sodium Hypochlorite System

3 Planholder(s) found.

Supplier Name 	City	State	Phone	Fax
Allied Universal Corporation	Miami	FL	3058882623	3054638369
Basic Chemical Solutions, LLC	Morrisville	PA	2153379529	2152955629
Leslie's Swimming Pool Supplies/Leslies's Poolmart, Inc	Phoenix	AZ	6023663999	6023663939

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Planholders List

Member Name City of Augusta, GA**Bid Number** ITB-06-159-0-2006/PJM**Bid Name** Butterfly Valves

3 Planholder(s) found.

Supplier Name 	City	State	Phone	Fax
A & L PLUMBING & SEPTIC SUPPLIES INC	PORT CHARLOTTE	FL	9418153480	9418700709
Best Plumbing Specialties, Inc.	Myersville	MD	8004486710	8007002378
Movalve Services Inc.	Orange Park	FL	9047109540	9042138294

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Planholders List

Member Name City of Augusta, GA

Bid Number ITB-06-160-0-2006/PJM

Bid Name SS Slide Gate Valves

Your search returned no results.

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Yvonne Gentry
DBE Coordinator

TO: Max Hicks
Director, Utilities Department

Geri Sams
Director, Procurement Department

FROM: Yvonne Gentry, Coordinator
Disadvantaged Business Enterprise Department

SUBJECT: **DBE REVIEW AND APPROVAL OF RECOMMENDED DBE GOAL
Bid Item #06-153 - Submersible Recirculation Pumps (KSB, Inc.)**

DATE: February 6, 2007

This memo is to transmit the review and concurrence of the recommended DBE Utilization goal of zero (0%) for the above referenced project. The goal-setting methodology considered the following factors based on good faith efforts of the contractor:

- The project's total estimated cost is **\$440,707.00**.
- There is 0% value of the scope of work where **minority/women businesses** availability exists.
- There is 0% value of the scope of work where **small businesses** availability exists.
- There is 0% value of the scope where **local businesses** availability exists.

The contractor must prepare their proposed DBE Utilization Form submittal based on the total dollar value of their base bid. No further adjustments should be made.

The above recommendation is based on information provided at the time of review. If you have any questions, please feel free to contact me at (706) 821-2406.

YG:glw



TO: Max Hicks
Director, Utilities Department

Geri Sams
Director, Procurement Department

FROM: Yvonne Gentry, Coordinator
Disadvantaged Business Enterprise Department

SUBJECT: **DBE REVIEW AND APPROVAL OF RECOMMENDED DBE GOAL
Bid Item #06-155 - Fine Bubble Disc Diffusers (Sanitaire, Inc.)**

DATE: February 6, 2007

This memo is to transmit the review and concurrence of the recommended DBE Utilization goal of zero (0%) for the above referenced project. The goal-setting methodology considered the following factors based on good faith efforts of the contractor:

- The project's total estimated cost is **\$547,300.00**.
- There is 0% value of the scope of work where **minority/women businesses** availability exists.
- There is 0% value of the scope of work where **small businesses** availability exists.
- There is 0% value of the scope where **local businesses** availability exists.

The contractor must prepare their proposed DBE Utilization Form submittal based on the total dollar value of their base bid. No further adjustments should be made.

The above recommendation is based on information provided at the time of review. If you have any questions, please feel free to contact me at (706) 821-2406.

YG:glw



TO: Max Hicks
Director, Utilities Department

Geri Sams
Director, Procurement Department

FROM: Yvonne Gentry, Coordinator
Disadvantaged Business Enterprise Department

SUBJECT: DBE REVIEW AND APPROVAL OF RECOMMENDED DBE GOAL
Bid Item #06-156 - Biofilter Odor Control Equipment
(Shaw Environmental, Inc.)

DATE: February 6, 2007

This memo is to transmit the review and concurrence of the recommended DBE Utilization goal of zero (0%) for the above referenced project. The goal-setting methodology considered the following factors based on good faith efforts of the contractor:

- The project's total estimated cost is **\$959,200.00**.
- There is 0% value of the scope of work where **minority/women businesses** availability exists.
- There is 0% value of the scope of work where **small businesses** availability exists.
- There is 0% value of the scope where **local businesses** availability exists.

The contractor must prepare their proposed DBE Utilization Form submittal based on the total dollar value of their base bid. No further adjustments should be made.

The above recommendation is based on information provided at the time of review. If you have any questions, please feel free to contact me at (706) 821-2406.

YG:glw



TO: Max Hicks
Director, Utilities Department

Geri Sams
Director, Procurement Department

FROM: Yvonne Gentry, Coordinator
Disadvantaged Business Enterprise Department

SUBJECT: **DBE REVIEW AND APPROVAL OF RECOMMENDED DBE GOAL
Bid Item #06-157 - Floating Mixers (Siemans, Inc.)**

DATE: February 6, 2007

This memo is to transmit the review and concurrence of the recommended DBE Utilization goal of zero (0%) for the above referenced project. The goal-setting methodology considered the following factors based on good faith efforts of the contractor:

- The project's total estimated cost is **\$474,208.00**.
- There is 0% value of the scope of work where **minority/women businesses** availability exists.
- There is 0% value of the scope of work where **small businesses** availability exists.
- There is 0% value of the scope where **local businesses** availability exists.

The contractor must prepare their proposed DBE Utilization Form submittal based on the total dollar value of their base bid. No further adjustments should be made.

The above recommendation is based on information provided at the time of review. If you have any questions, please feel free to contact me at (706) 821-2406.

YG:glw



Yvonne Gentry
DBE Coordinator

TO: Max Hicks
Director, Utilities Department

Geri Sams
Director, Procurement Department

FROM: Yvonne Gentry, Coordinator
Disadvantaged Business Enterprise Department

SUBJECT: **DBE REVIEW AND APPROVAL OF RECOMMENDED DBE GOAL
Bid Item #06-158 - Sodium Hypochlorite Generator (Carter & Verplank)**

DATE: February 6, 2007

This memo is to transmit the review and concurrence of the recommended DBE Utilization goal of zero (0%) for the above referenced project. The goal-setting methodology considered the following factors based on good faith efforts of the contractor:

- The project's total estimated cost is **\$1,166,540.00**.
- There is 0% value of the scope of work where **minority/women businesses** availability exists.
- There is 0% value of the scope of work where **small businesses** availability exists.
- There is 0% value of the scope where **local businesses** availability exists.

The contractor must prepare their proposed DBE Utilization Form submittal based on the total dollar value of their base bid. No further adjustments should be made.

The above recommendation is based on information provided at the time of review. If you have any questions, please feel free to contact me at (706) 821-2406.

YG:glw



Yvonne Gentry
DBE Coordinator

TO: Max Hicks
Director, Utilities Department

Geri Sams
Director, Procurement Department

FROM: Yvonne Gentry, Coordinator
Disadvantaged Business Enterprise Department

SUBJECT: **DBE REVIEW AND APPROVAL OF RECOMMENDED DBE GOAL
Bid Item #06-159 - Butterfly Valves (Henry Pratt Company)**

DATE: February 6, 2007

This memo is to transmit the review and concurrence of the recommended DBE Utilization goal of zero (0%) for the above referenced project. The goal-setting methodology considered the following factors based on good faith efforts of the contractor:

- The project's total estimated cost is **\$29,382.00**.
- There is 0% value of the scope of work where **minority/women businesses** availability exists.
- There is 0% value of the scope of work where **small businesses** availability exists.
- There is 0% value of the scope where **local businesses** availability exists.

The contractor must prepare their proposed DBE Utilization Form submittal based on the total dollar value of their base bid. No further adjustments should be made.

The above recommendation is based on information provided at the time of review. If you have any questions, please feel free to contact me at (706) 821-2406.

YG:glw



Yvonne Gentry
DBE Coordinator

TO: Max Hicks
Director, Utilities Department

Geri Sams
Director, Procurement Department

FROM: Yvonne Gentry, Coordinator
Disadvantaged Business Enterprise Department

SUBJECT: **DBE REVIEW AND APPROVAL OF RECOMMENDED DBE GOAL
Bid Item #06-160 - Slide Gates (Golden Harvest)**

DATE: February 6, 2007

This memo is to transmit the review and concurrence of the recommended DBE Utilization goal of zero (0%) for the above referenced project. The goal-setting methodology considered the following factors based on good faith efforts of the contractor:

- The project's total estimated cost is **\$409,000.00**.
- There is 0% value of the scope of work where **minority/women businesses** availability exists.
- There is 0% value of the scope of work where **small businesses** availability exists.
- There is 0% value of the scope where **local businesses** availability exists.

The contractor must prepare their proposed DBE Utilization Form submittal based on the total dollar value of their base bid. No further adjustments should be made.

The above recommendation is based on information provided at the time of review. If you have any questions, please feel free to contact me at (706) 821-2406.

YG:glw



**Engineering Services Committee Meeting
2/12/2007 1:30 PM
Jay's Car Wash & Supply**

Department: Clerk of Commission

Caption: Presentation by Mr. Joe Jones of Jay's Car Wash & Supply regarding compensation for his loss of business resulting from roadway improvements on Barton Chapel Road.

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:

Clerk of Commission

JAY'S CAR WASH & SUPPLY
2384 BARTON CHAPEL ROAD
AUGUSTA, GEORGIA 30906

Joe L. Jones
3423 Dean Bridge Road
Augusta, GA 30906

(706) 414-3185

January 18, 2007

Engineer Commissioner Board Augusta, GA 309306

ATTN: LENA BARNER

To Whom It May Concern:

I am requesting to meet with the Engineer Commissioner Board for the following reasons.

1. I went before the Engineer Commissioner Board in April of 2006, it was stated by the commissioner that I should be compensated for my loss of business, as of now I have not been offered any amount that I think is fair to me.

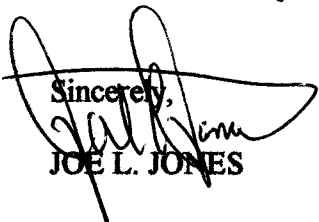
2. I was told by the administrator (Mr. Russell) \$4,000 was all he could offer me he would have to go back to the commissioner. I stated to him that was not enough due to the fact that I had to pay out \$8,505 to maintain up keep of the property.

3. I have received a letter from the law department with an offer of \$6,000, I stated to the attorney that sent me the letter that amount was not enough because of the amount I had to pay-out for the year. She stated that I did not have a case I told her that the commissioner had already stated that I should be compensated.

4. I was making around \$27,000, I am asking for \$16,505, this includes the amount I paid-out to maintain the property for the year, and \$8,000 of the profit I would have made. This would help me pay for advertisement to rebuild my business which has not been good since I was closed down for that year, I lost all my customers, contract and have not been able to rebuild.

5. I am requesting that the commissioner decide on this amount or higher.

Sincerely,


JOE L. JONES



**Engineering Services Committee Meeting
2/12/2007 1:30 PM
Judicial Center Sub-Committee**

Department: Clerk of Commission

Caption: Report from the Judicial Center Sub-Committee regarding questions concerning the Judicial Center Project relating to the sub-committee's composition, the retention of the current architectural firm and the contract extension with that firm if they are retained.

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:

Clerk of Commission



**Engineering Services Committee Meeting
2/12/2007 1:30 PM
Race Track**

Department: Clerk of Commission

Caption: Update from the Administrator on the race track. (Requested by Commissioner Williams)

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:

Clerk of Commission



**Engineering Services Committee Meeting
2/12/2007 1:30 PM
Receive Utilities Engineering 2006 Report**

Department: Utilities

Caption: Receive Utilities Engineering 2006 Report to be presented at the meeting.

Background: AUD is constructing many projects, and has reviewed and inspected many projects in 2006.

Analysis: AUD will present a summary report of construction projects from 2006.

Financial Impact: None

Alternatives: None.

Recommendation: Receive Utilities Engineering 2006 Report

Funds are Available in the Following Accounts: No Funds are Required.

REVIEWED AND APPROVED BY:

Clerk of Commission



**Engineering Services Committee Meeting
2/12/2007 1:30 PM
Revisions to NPDES Oversight Committee**

Department: Planning Commission

Caption: Motion to approve revisions to the membership of the NPDES Oversight Committee and revisions to the membership section of the NPDES Committee's Charter to add a thirteenth member to the Committee, a member with CPESC Certification.

Background: Augusta, Georgia under mandate by the State of Georgia has been collecting National Pollution Discharge Elimination System (NPDES) fees for use by the Local Issuing Authority (Augusta, GA) in monitoring storm water runoff and enforcing regulations related to storm water runoff.

Analysis: It was the consensus of the Departments involved with regulations and enforcement that an Oversight Committee be developed to: (a) Serve in an advisory capacity to the Commission and the Local Issuing Authority on matters pertaining to The Augusta Georgia Soil Erosion and Sediment Control Ordinance (Ord. #04-6705, June 15, 2004); (b) Establish field inspection procedures, inspector training and certification standards, reporting requirements, program enforcement protocol, and community outreach programs; (c) Conduct mediation hearings to recommend to the Mayor resolution of differences of opinions in the interpretation of all soil erosion and sediment control codes in force in Augusta, GA; (d) Make recommendations to the Mayor concerning unresolved matters in interpretation of Ordinances, rules, or policies inspection procedures, and enforcement protocol; (e) The Committee will not make any changes to the adopted Ordinances, rules, or policies. If it is felt that any Ordinance, rule or policy does not meet Augusta, GA's needs, a proposal to modify such may be submitted to the Commission; (f) Serve as a liaison between Augusta, GA and builders, developers, engineers, design professionals, and other disciplines involved in the building

and development industries with regard to issues involving soil erosion and sediment control and NPDES. This duty includes dissemination of information such as adoption of new codes and changes in policies to these groups and the general public; (g) Manage the disposition of funds collected in conjunction with NPDES permit fees, bond forfeitures, and civil penalties under the direction of the Commission. It is further the recommendation that the NPDES Committee shall be composed of: (a) Two (2) personnel from the Public Works and Engineering Department Specifically, Robert Oliver and Steve Lucas (replaces Lori Videtto) (b) Two (2) personnel from the Utilities Department Specifically, Joe (JR) Holland and Gerald Wall (c) Two (2) personnel from the Augusta-Richmond County Planning Commission Specifically, George Patty and Terri Turner (d) Two (2) personnel from the Department of License and Inspections Specifically, Rob Sherman and Marshall Masters (e) One (1) Developer Specifically, Nathan Youngblood of Nordahl Homes (f) One (1) member of the Home Builders Association Specifically, Oliver Owens of Southern Specialties (g) One (1) member of the Neighborhood Association Alliance (h) One (1) representative of Local Industry Specifically, Bobby Scott of Weylchem (replaces Holly Niebert of Weylchem) And a new position (i) One (1) representative from the Augusta-Richmond County staff, or if someone from the staff is not available one representative from the local community, that has a CPESC Certification, Specifically, Lori Videtto

Financial Impact: There will be no financial impact to the City from an expenditure basis. One of the duties of the NPDES Oversight Committee will be to manage the disposition of funds collected in conjunction with NPDES permit fees, bond forfeitures, and civil penalties.

Alternatives: Since, NPDES fees must be used specifically for the purpose they are collected for, which is storm water management, not having an Oversight Committee to regulate expenditures may put the Local Issuing Authority in jeopardy if the funds are not expended in a manner consistent with State regulations.

Recommendation: It is recommended that the membership of the NPDES Oversight Committee be revised to replace lost members and that the NPDES Oversight Committee Charter be approved to add a thirteenth member to the Committee, a member with CPESC Certification..

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

REVIEWED AND APPROVED BY:

Clerk of Commission

CREATED.

There is hereby created by the Augusta Commission (Commission) the Augusta-Richmond County National Pollution Discharge Elimination System (NPDES) Oversight Committee (Committee), which shall consist of thirteen (13) members.

COMPOSITION

The Committee shall be composed of the following:

- (a) Two (2) personnel from the Public Works and Engineering Department
- (b) Two (2) personnel from the Utilities Department
- (c) Two (2) personnel from the Augusta-Richmond County Planning Commission
- (d) Two (2) personnel from the Department of License and Inspections
- (e) One (1) Developer
- (f) One (1) member of the Home Builders Association
- (g) One (1) member of the Neighborhood Association Alliance
- (h) One (1) representative of Local Industry
- (i) One (1) representative from the Augusta-Richmond County staff, or if someone from the staff is not available one representative from the local community, that has a CPESC Certification

Members, other than the initial members, shall be appointed for terms of four (4) years. Vacancies shall be filled for an unexpired term in the amount of which the original appointments are required to be made. Continued absence of any member from regular meetings of the Committee shall, at the discretion of the Commission, render any such member liable to immediate removal from office.

At its initial meeting and the first meeting of each calendar year, the NPDES Committee shall elect one (1) of its members as Chairman and one (1) of its members as Vice-Chairman to serve during the calendar year and until his/her successor has been elected and qualified for office. The Chairman shall preside at meetings of the Committee. In the absence of the Chairman, the Vice-Chairman shall preside at meetings. To take any action, a quorum of at least a majority of the voting members of the Committee must be present at the duly called meeting. A vote of a majority of the voting members present at the duly called meeting at which a quorum is present shall be required to adopt or approve any proposed actions of the Committee. The Committee shall meet quarterly, on the second Thursday in each of the following months: January, April, July, and October. Special meetings may be called by the Chairman, or Vice-Chairman, as he/she deems necessary.

DUTIES

The NPDES Committee shall adopt such reasonable rules and regulations as are necessary for the conduct of its affairs and shall, when needing legal advice, consult with the Augusta, GA attorney. It shall be the duties of the NPDES Committee to:

- (a) Serve in an advisory capacity to the Commission and the Local Issuing Authority on matters pertaining to The Augusta Georgia Soil Erosion and Sediment Control Ordinance (Ord. #04-6705, June 15, 2004);
- (b) Establish field inspection procedures, inspector training and certification standards, reporting requirements, program enforcement protocol, and community outreach programs;
- (c) Conduct mediation hearings to recommend to the Mayor resolution of differences of opinions in the interpretation of all soil erosion and sediment control codes in force in Augusta, GA;
- (d) Make recommendations to the Mayor concerning unresolved matters in interpretation of Ordinances, rules, or policies inspection procedures, and enforcement protocol;
- (e) The Committee will not make any changes to the adopted Ordinances, rules, or policies. If it is felt that any Ordinance, rule or policy does not meet Augusta, GA's needs, a proposal to modify such may be submitted to the Commission;
- (f) Serve as a liaison between Augusta, GA and builders, developers, engineers, design professionals, and other disciplines involved in the building and development industries with regard to issues involving soil erosion and sediment control and NPDES. This duty includes dissemination of information such as adoption of new codes and changes in policies to these groups and the general public;
- (g) Manage the disposition of funds collected in conjunction with NPDES permit fees, bond forfeitures, and civil penalties under the direction of the Commission.