



Engineering Services Committee Committee Room- 9/10/2007- 1:00 PM
Meeting

ENGINEERING SERVICES

1. Motion to approve and accept the Deed of Dedication and Maintenance Agreement for the Augusta Regional Commerce Center. ☐ [Attachments](#)
2. Report from the Administrator regarding his investigation of conditions at the old Landfill property on Mack Lane as it relates to the property tax assessment of Ms. Beverly T. McIntyre. (Referred from August 27 Engineering Services) ☐ [Attachments](#)
3. Motion to approve and accept the water and sanitary sewer Deed of Dedication and Maintenance Agreement for Carnes Place ☐ [Attachments](#)
4. Authorize a Supplement to Option Year 1 of Amendment No. 7 to the existing Program Management Services Contract with CH2M HILL. The supplement will provide additional Program Management Services for the 2004 Series Bond Capital Improvements Program approved by Commission 02/01/2005. ☐ [Attachments](#)
5. Motion for authorization to condemn a portion of property #051-0-052-00-0 3968 Scott Street, which is owned by Keisha B. Martin, for 1,435 square feet of right-of-way and 2,877 square feet of temporary construction easement. PW Project: Belair Hills Subdivision Improvement Project. ☐ [Attachments](#)
6. Motion to authorize condemnation of a portion of property #055-1-032-00-0 1902 Sibley Road, which is owned by Pratt-Dudley Builders Supply Co., for 18,080 ☐ [Attachments](#)

square feet of Temporary easement and 17,362 square feet of permanent easement. AUD Project: 630 Water Main, Phase 2.

7. Motion to authorize condemnation of a portion of property #066-0-003-00-0 3883 Grape Avenue, which is owned by Mary Elizabeth Thompson, for 600 square feet of Temporary Construction Easement. PW Project: Belair Hill Subdivision Improvement Project. ☐ [Attachments](#)
8. Discuss expanding of the engineering study from Broad Street to Ellis Street/12th Street to 7th Street. (Requested by Commissioner Cheek) ☐ [Attachments](#)
9. Authorize award and execution of a contract amendment to the Construction Management at Risk Contract with Parsons Water and Infrastructure for the construction of the James B. Messerly WPCP Master Plan Implementation Phase 1 Project in the amount of \$69,912,033. ☐ [Attachments](#)
10. Approve request by Scott Bridge Company to temporarily close Park and Ride Lot located at Wheeler Road and Bobby Jones Expressway. ☐ [Attachments](#)
11. Report from the Administrator regarding his research concerning the creation and need for a storm water utility. (Referred from August 27 Engineering Services) ☐ [Attachments](#)
12. Approve a supplement to the contract with Messerly Design Group, LLC (MDG) in the amount of \$1,218,171 for additional scope of work required through construction of the James B. Messerly WPCP Master Plan Implementation Phase 1 Project. ☐ [Attachments](#)
13. Discussion of method for cleaning the 3rd Level of Canal. (Requested by Commissioner Cheek) ☐ [Attachments](#)



**Engineering Services Committee Meeting
9/10/2007 1:00 PM**

Augusta Regional Commerce Center Deed of Dedication and Maintenance Agreement

Department: Augusta Utilities Department

caption2: Motion to approve and accept the Deed of Dedication and Maintenance Agreement for the Augusta Regional Commerce Center.

Background: FJL, LLC developed the Augusta Regional Commerce Center at the corner of Dixon Airline Road and Doug Barnard Parkway. FJL is proposing to dedicate the water pipelines and sanitary sewer system to Augusta.

Analysis: The water and sanitary sewer systems were inspected and passed. The developer has agreed to maintain the pipelines/systems for a period of eighteen months and to make any necessary repairs during that time.

Financial Impact: None.

Alternatives: Not approve the Deed of Dedication and Maintenance Agreement.

Recommendation: Approve and accept the Deed of Dedication and Maintenance Agreement.

Funds are Available in the Following Accounts: N/A

REVIEWED AND APPROVED BY:

Finance.
Procurement.
Administrator.
Clerk of Commission

STATE OF GEORGIA
COUNTY OF RICHMOND

MAINTENANCE AGREEMENT
FOR Augusta Regional Commerce Center (Utility Water & Sewer)

THIS AGREEMENT, entered into this ____ day of _____, 2007, by and between the **FJL, LLC; Augusta Regional Commerce Center** hereinafter referred to as the "**DEVELOPER**", and **AUGUSTA, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as the "**CITY**."

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

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

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

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

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

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

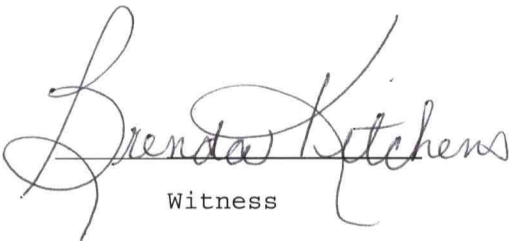
(4) In the event of such failure of the improvements, the **CITY** shall notify the **DEVELOPER** and set forth in writing the items in need of repair. The **DEVELOPER** shall present, within fifteen business days, its proposed plan of repair and shall have the repairs completed in a reasonable time,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

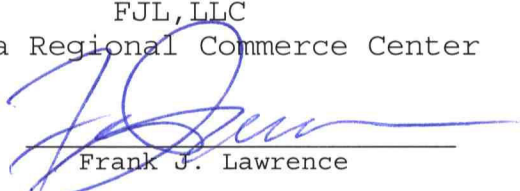
(5) If, in the event of an emergency, as determined by the **CITY**, the **DEVELOPER** is unable to respond in a timely manner, the **CITY** shall be authorized to erect barricades, traffic direction devices and such other temporary measures as are necessary to remedy the emergency nature of the problem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

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

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

SIGNED, SEALED, AND DELIVERED DEVELOPER in our presence:


Witness

FJL, LLC
Augusta Regional Commerce Center
AS it's
Managing/Member 
Frank J. Lawrence

Notary Public _____

My Commission Expires _____

Accepted By:

Augusta, Georgia

By: _____

As Its Mayor

Attest: _____

Administrator

STATE OF GEORGIA)
COUNTY OF RICHMOND) **DEED OF DEDICATION (UTILITY)**
 FOR Augusta Regional Commerce Center

THIS INDENTURE, made and entered into this _____ day of _____, 2007
between the **FJL, LLC; Augusta Regional Commerce Center** hereinafter referred to as the
Party of the First Part, and **AUGUSTA, GEORGIA**, a political subdivision of the State of
Georgia, hereinafter referred to as the Party of the Second Part;

WITNESSETH:

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

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

**A TWENTY FOOT - EASEMENT IN PERPETUITY – CENTERED OVER
PIPELINE UNDER, ACROSS AND THROUGH** the approximately marked strips of land,
together with the pipelines and appurtenances located therein, which are delineated on a plat
prepared for FJL, LLC by Star Survey, Inc. dated July 10, 2007, , revised date August 01,
2007, which plat reference is made for a more complete and accurate description as to the metes,

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

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

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

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

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

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

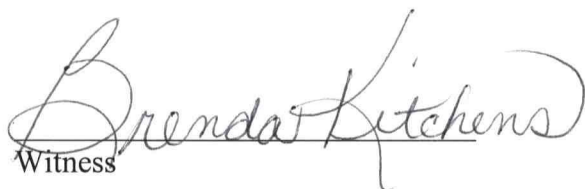
TO HAVE AND TO HOLD the aforesaid rights, ways, easements, privileges and appurtenances unto the said Party of the Second Part, its successors and assigns, in perpetuity.

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

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

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

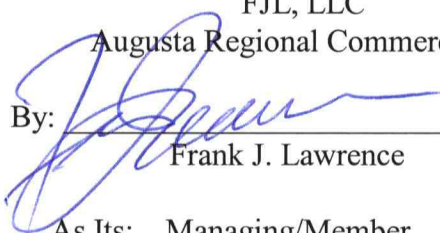
SIGNED, SEALED, AND DELIVERED in our presence:


Witness

Notary Public

My Commission Expires _____

(SEAL)

FJL, LLC
Augusta Regional Commerce Center
By: 
Frank J. Lawrence
As Its: Managing/Member

Attest: _____

As Its: _____

Accepted by:
AUGUSTA, GEORGIA

By: _____
As Its Mayor

Attest: _____
Clerk of Commission

(SEAL)

REA
FT.
S

Attachment number 2
Page 1 of 2

392,616 SQ.FT.
9.01 ACRES

80' R/W (PUBLIC AUCTION WAY)

HWY 56

POWER LINE	CHAIN LINK FENCE	REVISIONS	REP
POWER POLE W/ G. WIRE	SEWER MANHOLE	COMMENTS	
POWER POLE W/ LIGHT	SEWER LINE		
POWER POLE	DRAINAGE STRUCTURE		
		NO.	DATE
		DESCRIPTION	BY
		1.	8/1/07

AS-BUILT/PAI
PREPARED FOR
KUHLKE CONSTRUCTION

STAR SURVEY, INC.

NORTH AUGUSTA, S.C. 29841
TELE. (803) 613-0377 FAX. (803) 613-0378

SCALE: 0' 20' 40' 80'

SCALE: 0' 20' 40' 80'

1" = 40'

DRAWING NAME	DATE	SHEET NO.
072269(2004)	JULY 10, 2007	

PROJECT NO.	FIELD BOOK NO.	U1
0772269	(SEE FILE)	

TONY WOMBLES, P.L.S. NO. 2713

Item # 1

WILKIN WHITE
TAX MAP 135, PARCEL 5
CURRENT ZONING- U & AO

WILKIN WHITE
TAX MAP 135, PARCEL 5
CURRENT ZONING- U & AO

LOT 4
304,990 SQ.FT.
7.00 ACRES

Attachment number 2
Page 2 of 2

LOT 3
322,400 SQ.FT.
7.40 ACRES

SEWER STRUCTURE TABLE					DISTANCES & GRADES	
STRUCTURE	TOP ELEV.	I.E. IN	I.E. OUT	I.E. OUT		
SSMH 1	147.29	135.89	135.49		179.13 @ 0.33 %	
SSMH 2	147.39	135.89	135.49		290.95 @ 0.26 %	
SSMH 3	147.49	135.89	135.49		398.83 @ 0.37 %	
SSMH 4	148.42	133.82/20	133.17		19.10 @ 0.33 %	
SSMH 5	144.70	134.75	134.70		19.10 @ 0.33 %	
SSMH 6	142.66	134.75	134.70		19.10 @ 0.33 %	
SSMH 7	142.66	134.75	134.70		19.10 @ 0.33 %	
SSMH 8	142.66	134.75	134.70		19.10 @ 0.33 %	
SSMH 9	142.66	134.75	134.70		19.10 @ 0.33 %	
SSMH 10	146.73	129.33	129.23		135.46 @ 0.38 %	
SSMH 11	143.84	127.34	127.19		135.46 @ 0.38 %	
SSMH 12	142.72	126.77	126.12		135.46 @ 0.38 %	
SSMH 13	131.20	124.80	124.45		106.14 @ 0.09 %	
SSMH 14	129.97	123.12	122.97		181.12 @ 0.48 %	
SSMH 15	128.69	121.74	121.59		181.12 @ 0.48 %	
SSMH 16	128.69	121.74	121.59		181.12 @ 0.48 %	
SSMH 17	128.69	121.74	121.59		181.12 @ 0.48 %	
SSMH 18	128.69	121.74	121.59		181.12 @ 0.48 %	
SSMH 19	128.69	121.74	121.59		181.12 @ 0.48 %	
SSMH 20	130.26	116.51	116.36		359.85 @ 0.46 %	
SSMH 21	131.08	114.12			117.84 @ 0.37 %	
					181.76 @ 0.33 %	
					300.09 @ 0.33 %	



LOT 5
176,197 SQ.FT.
4.04 ACRES

LOT 2
184,666 SQ.FT.
4.24 ACRES

UTILITY PROTECTION CENTER

HWY 56

LEGEND

AS-BUILT PLAT
PREPARED FOR
KUHLEKE CONSTRUCTION

WILKIN WHITE
TAX MAP 135, PARCEL 5
CURRENT ZONING- U & AO

LOT 6
145,687 SQ.FT.
3.34 ACRES

POWER LINE	CHAIN LINK FENCE	1	8/1/07	REVISIONS	COUNTY COMMENTS	REP
POWER POLE W/ G. WIRE	SEWER MANHOLE	2				
POWER POLE W/ LIGHT	SEWER LINE	3				
POWER POLE W/ LIGHT	SEWER STRUCTURE	4				
POWER TRANSFORMER	FREE HYDRAULIC	5				
TELEPHONE POLE/STAL	WATER VALVE	6				
WATER LINE	GAS METER	7				
SHARED TELEPHONE	GAS LINE	8				

NOTES:

1) ALL BEARINGS ARE BASED ON GEORGIA ALI ELEVATIONS AREA MODEL.

2) RATIO OF PRECISION = 1/10,000.

3) AREA BY COORDINATE METHOD.

4) THE LOCATIONS OF ALL BASED ON PLANNED MARKERS OBSERVED IN THE FIELD AND/OR ARE APPROXIMATE.

5) THIS SET OF PLANS IS PREPARED WITHOUT THE REVIEW OF ANY PREVIOUS SURVEYING OR RIGHTS-OF-WAY NOT SHOWN HEREIN.

STAR SURVEY, INC.

702 DORSETT ROAD
NORTH ATLANTA, GA 30341
TEL. (800) 813-0377 FAX. (800) 813-0378

SCALE: 0" = 20' 40' 80'

DRAWING NAME: 07286(2004)

DATE: JULY 10, 2007

PROJECT NO.: 07286

SHEET NO.: C2



**Engineering Services Committee Meeting
9/10/2007 1:00 PM
Beverly McIntyre**

Department: Clerk of Commission

caption2: Report from the Administrator regarding his investigation of conditions at the old Landfill property on Mack Lane as it relates to the property tax assessment of Ms. Beverly T. McIntyre. (Referred from August 27 Engineering Services)

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: Beverly T. McIntyre
Address: 218 Longstreet Crossing North Augusta, SC 29860
Telephone Number: (803)819-0433
Fax Number: _____
E-Mail Address: beverly.mcintyre@solvay.com

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

Tax Assesors Board unreasonably denied my appeal. The increase in the tax assessed value of the property is not a true and fair value. I base this claim on the most recent sales in the Dallas Heights subdivision. Also, the property (parcel #167-0-074) is located less than 300 feet from the old Richmond County Landfill which is unsecured and still being utilized. Please refer to the supporting documents and pictures.

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	

Item # 2

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

Monday, August 06, 2007

Beverly T. McIntyre
218 Longstreet Crossing
North Augusta, SC 29860
(803)819-0433

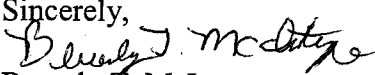
Dear Finance Committee:

I am requesting a review of my case concerning the property at 2110 Moncrieff Street Augusta, Ga. 30906 (parcel #167-0-074-00-0 in Dallas Heights Subdivision). The Tax Assessors Board of Equalization denied my appeal. I feel their decision was unfair and unreasonable after presenting the supporting evidence.

I submit 6 properties from 2006, which undersold the tax-assessed value. Also, one from 2005 and one from 2007. I also strongly feel the surrounding property directly affects the value of my property. The old Richmond County landfill is located less than 300 feet away. The landfill is unsecured and is still subject to dumping. The fence is torn down. Garbage and litter are abundant. Two fires have been set that I know of (I discovered and reported one myself). People are evidently dumping trash, furniture, etc. and setting it on fire. Last but not least, the ground is being contaminated with dumped oil containers (EPA violation). These items and violations have devalued the property. These are county responsibilities and this is county neglect. Yet they feel they have the right to increase the property taxes. All the items can be seen just from walking around the block. Who would want to live there and raise children around an unsecured landfill? The landfill is highly dangerous but attractive to curious children. There could be caves and sinkholes. Had I been aware of all these things last year I would have submitted an appeal when the taxes were increased at that time.

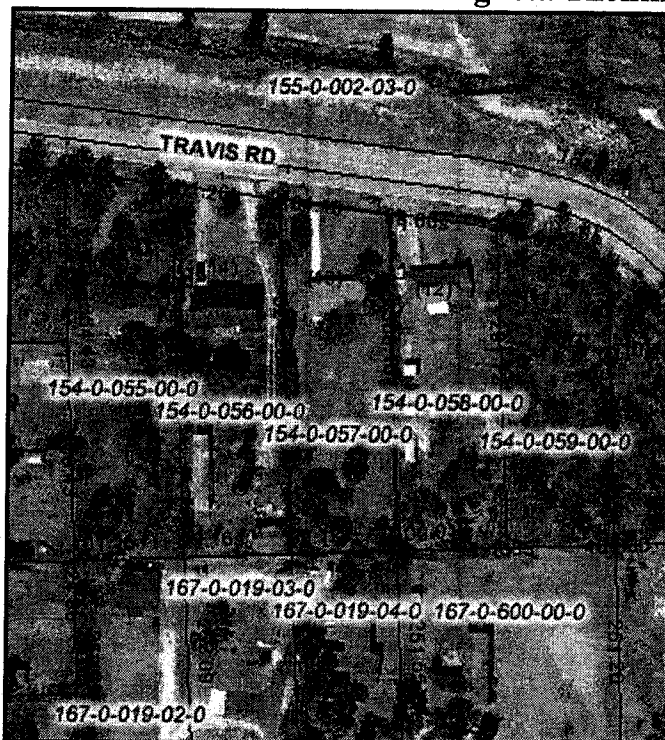
In 2006 the tax-assessed value increased \$8942.00 and now they want to increase it another \$7234.00. This property is 41 years old. It is a ranch style home that is dated and unattractive to many homebuyers. I have been trying to sell this unoccupied property unsuccessfully for 15 months. This is not rental property, not investment property but property I am trying to liquidate from an estate so there is no benefit of any homestead exemption. Also the waste disposal fee is included in the taxes (approx. \$300.00) and there is no benefit from that since the residence is not occupied.

I humbly request the committee to reverse the decision of the board.

Sincerely,

Beverly T. McIntyre



Augusta-Richmond County Map



Property Report for Parcel Number:

154-0-057-00-0

Inquiry Date: 8/2/2007

Owner Information

Owner Name: DONALD PATRICK W
 Mailing Address_1: -----
 Mailing Address_2: 2108 TRAVIS RD
 Mailing Address_3: -----
 City: AUGUSTA
 State: GA
 Zip Code: 30906-8976

For Private Use Only

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Property Information

Property Address: 2108 TRAVIS RD Previous Value: \$62,424
 Legal Description: DALLAS HEIGHTS (00000) 013-C Total Acres: 0.7 ac
 Current Value: \$68,090 Topography: Rolling
 Land Value: \$16,500 Tax District: 02
 Building Value: \$51,590

Community Information

Commission District: 6 School Board Member: Barbara Padgett
 Commissioner: Andy Cheek
 Voting Precinct: 601 Polling Location: GRACEWOOD SSH

Commercial Improvements data is not available for this property

Residential Improvements

Structure 1

Year Built:	1966	Occupancy Type:	One Family
Effective Year Built:	1985	Ceiling Type:	Sheetrock
Improvement Value:	\$51,590	Wall Type:	Drywall
Heated Area:	1040 sq ft	Floor Construction Type:	Concrete Slab
Number of Rooms:	5	Roof Type:	Asphalt/Fiberglass
Number of Bedrooms:	3	Heat Type:	Cent Heat/AC
Full Baths:	2	Exterior Wall Type:	Brick Veneer (Face)
Number of Half-Baths:	0	Foundation:	Block/Brick

Item # 2

Most Recent Sale			
Grantee of Sale:	DONALD PATRICK W	Plat Page:	27B 406
Grantor of Sale:	KENNEDY TERESA SUSAN {ESTATE OF}	Sale Price:	\$56,000
Sale Date:	12/21/2005		
Deed Page:	1032 1155		

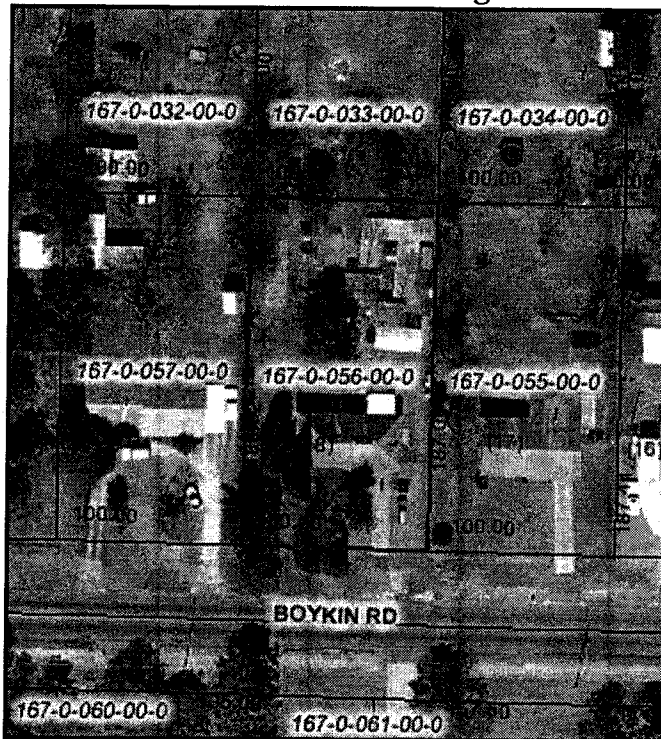
*For Zoning Information, Call Planning and Zoning at 821-1796

Full Sales Report for Parcel: 154-0-057-00-0
Inquiry Date: 8/7/2007

All Recorded Sales			
Sale 1			
Grantee of Sale:	DONALD PATRICK W	Plat Page:	27B 406
Grantor of Sale:	KENNEDY TERESA SUSAN {ESTATE OF}	Sale Price:	\$56,000
Sale Date:	12/21/2005		
Deed Page:	1032 1155		
Sale 2			
Grantee of Sale:	----	Plat Page:	----
Grantor of Sale:	----	Sale Price:	\$27,500
Sale Date:	12/1/1978		
Deed Page:	109 913		
Sale 3			
Grantee of Sale:	----	Plat Page:	----
Grantor of Sale:	----	Sale Price:	\$0
Sale Date:	----		
Deed Page:	103 913		

- End of Report -

Augusta-Richmond County Map



Property Report for Parcel Number:

167-0-056-00-0

Inquiry Date: 8/2/2007

Owner Information

Owner Name: TORCHIA HILLARY
 Mailing Address_1: -----
 Mailing Address_2: 2235 BOYKIN RD
 Mailing Address_3: -----
 City: AUGUSTA
 State: GA
 Zip Code: 30906-9489

For Private Use Only

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Property Information

Property Address: 2235 BOYKIN RD Previous Value: \$65,133
 Legal Description: DALLAS HEIGHTS (00000) 018-F Total Acres: 0.44 ac
 Current Value: \$72,847 Topography: Rolling
 Land Value: \$16,500 Tax District: 02
 Building Value: \$56,347

Community Information

Commission District: 6 School Board Member: Barbara Padgett
 Commissioner: Andy Cheek
 Voting Precinct: 601 Polling Location: GRACEWOOD SSH

Commercial Improvements data is not available for this property

Residential Improvements

Structure 1

Year Built:	1973	Occupancy Type:	One Family
Effective Year Built:	1985	Ceiling Type:	Sheetrock
Improvement Value:	\$56,347	Wall Type:	Drywall
Heated Area:	1300 sq ft	Floor Construction Type:	Wood Joist
Number of Rooms:	5	Roof Type:	Asphalt/Fiberglass
Number of Bedrooms:	3	Heat Type:	Forced Air
Full Baths:	1	Exterior Wall Type:	Brick Veneer (Face)
Number of Half-Baths:	1	Foundation:	Block/Brick

Item # 2

Most Recent Sale			
Grantee of Sale:	TORCHIA HILLARY	Plat Page:	27-B 406
Grantor of Sale:	JOHNS ELLEN K	Sale Price:	\$62,900
Sale Date:	1/13/2006		
Deed Page:	1042 119		

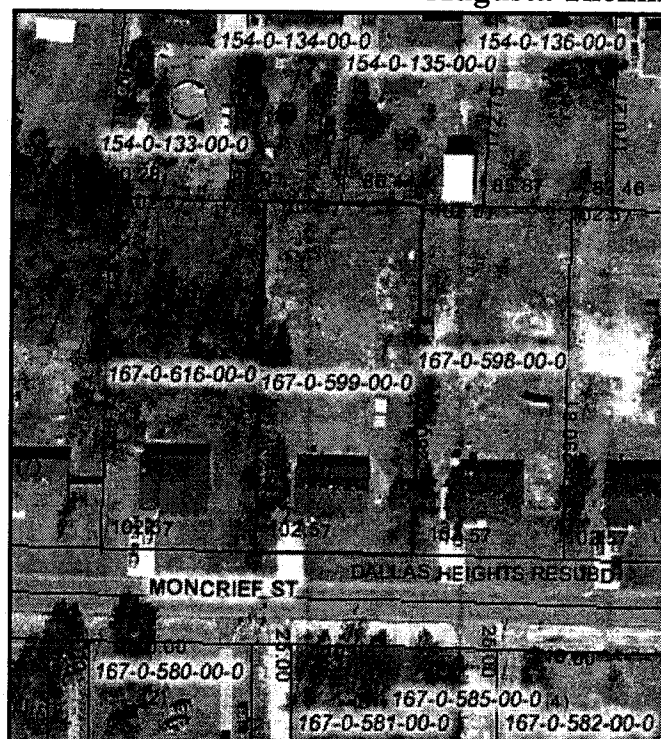
*For Zoning Information, Call Planning and Zoning at 821-1796

Full Sales Report for Parcel: 167-0-056-00-0
Inquiry Date: 8/7/2007

All Recorded Sales			
Sale 1			
Grantee of Sale:	TORCHIA HILLARY	Plat Page:	27-B 406
Grantor of Sale:	JOHNS ELLEN K	Sale Price:	\$62,900
Sale Date:	1/13/2006		
Deed Page:	1042 119		
Sale 2			
Grantee of Sale:	JOHNS HELLEN K	Plat Page:	----
Grantor of Sale:	JOHNS JAMES R ESTATE OF	Sale Price:	\$0
Sale Date:	1/7/2006		
Deed Page:	----		
Sale 3			
Grantee of Sale:	----	Plat Page:	----
Grantor of Sale:	----	Sale Price:	\$0
Sale Date:	----		
Deed Page:	75 937		

- End of Report -

Augusta-Richmond County Map



Property Report for Parcel Number:

167-0-599-00-0

Inquiry Date: 8/2/2007

Owner Information

Owner Name: JONES CURTIS W (ROFS)
 Mailing Address_1: -----
 Mailing Address_2: 1195 PEPPERCORN LN
 Mailing Address_3: -----
 City: SUMTER
 State: SC
 Zip Code: 29154-7256

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Property Information

Property Address: 2309 MONCRIEFF ST Previous Value: \$74,934
 Legal Description: DALLAS HEIGHTS RE-SUB (00000) 005-0 Total Acres: 0.54 ac
 Current Value: \$83,730 Topography: Rolling
 Land Value: \$16,500 Tax District: 02
 Building Value: \$67,230

Community Information

Commission District: 6 School Board Member: Barbara Padgett
 Commissioner: Andy Cheek
 Voting Precinct: 601 Polling Location: GRACEWOOD SSH

Commercial Improvements data is not available for this property

Residential Improvements

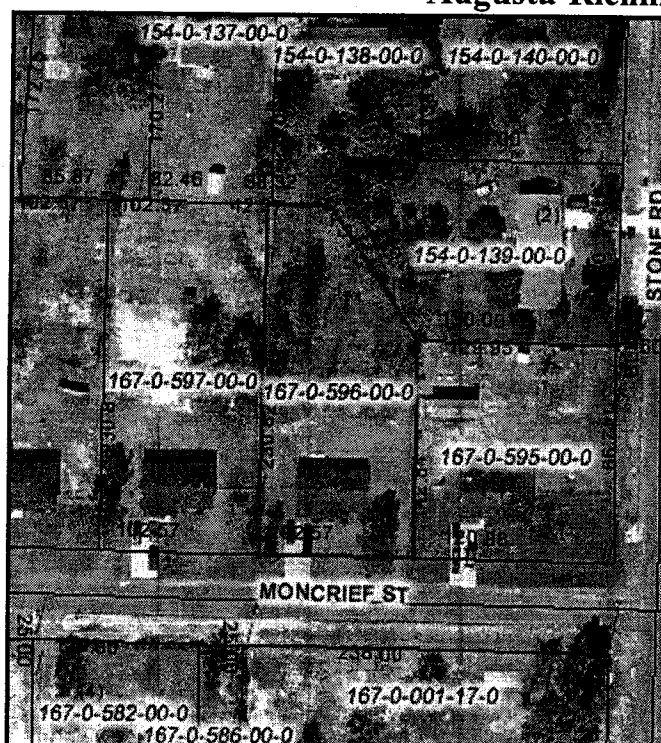
Structure 1

Year Built:	1994	Occupancy Type:	One Family
Effective Year Built:	1994	Ceiling Type:	Sheetrock
Improvement Value:	\$67,230	Wall Type:	Drywall
Heated Area:	1246 sq ft	Floor Construction Type:	Concrete Slab
Number of Rooms:	5	Roof Type:	Asphalt/Fiberglass
Number of Bedrooms:	3	Heat Type:	Cent Heat/AC
Full Baths:	2	Exterior Wall Type:	Brick Veneer (Face)
Number of Half-Baths:	0	Foundation:	Block/Brick

Most Recent Sale			
Grantee of Sale:	JONES CURTIS W (ROFS)	Plat Page:	448 2142
Grantor of Sale:	BELL CONNIE T	Sale Price:	\$79,900
Sale Date:	10/31/2006		
Deed Page:	1087 370		

*For Zoning Information, Call Planning and Zoning at 821-1796

Augusta-Richmond County Map



Property Report for Parcel Number:

167-0-596-00-0

Inquiry Date: 8/2/2007

Owner Information

Owner Name: VOGEL JOHN
 Mailing Address_1: -----
 Mailing Address_2: 2303 MONCRIEFF ST
 Mailing Address_3: -----
 City: AUGUSTA
 State: GA
 Zip Code: 30906-8908

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Property Information

Property Address: 2303 MONCRIEFF ST Previous Value: \$74,934
 Legal Description: DALLAS HEIGHTS RE-SUB (00000) 002-0 Total Acres: 0.48 ac
 Current Value: \$83,730 Topography: Rolling
 Land Value: \$16,500 Tax District: 02
 Building Value: \$67,230

Community Information

Commission District: 6 School Board Member: Barbara Padgett
 Commissioner: Andy Cheek
 Voting Precinct: 601 Polling Location: GRACEWOOD SSH

Commercial Improvements data is not available for this property

Residential Improvements

Structure 1

Year Built:	1994	Occupancy Type:	One Family
Effective Year Built:	1994	Ceiling Type:	Sheetrock
Improvement Value:	\$67,230	Wall Type:	Drywall
Heated Area:	1246 sq ft	Floor Construction Type:	Concrete Slab
Number of Rooms:	5	Roof Type:	Asphalt/Fiberglass
Number of Bedrooms:	3	Heat Type:	Cent Heat/AC
Full Baths:	2	Exterior Wall Type:	Brick Veneer (Face)
Number of Half-Baths:	0	Foundation:	Block/Brick

Most Recent Sale			
Grantee of Sale:	PRUDENTIAL RELOCATION INC	Plat Page:	448 2142
Grantor of Sale:	VON-SEGGERN GARY A	Sale Price:	\$71,500
Sale Date:	3/14/2006		
Deed Page:	1048 2471		

*For Zoning Information, Call Planning and Zoning at 821-1796

Full Sales Report for Parcel: 167-0-596-00-0
Inquiry Date: 8/7/2007**All Recorded Sales****Sale 1**

<i>Grantee of Sale:</i>	PRUDENTIAL RELOCATION INC	<i>Plat Page:</i>	448 2142
<i>Grantor of Sale:</i>	VON-SEGGERN GARY A	<i>Sale Price:</i>	\$71,500
<i>Sale Date:</i>	3/14/2006		
<i>Deed Page:</i>	1048 2471		

Sale 2

<i>Grantee of Sale:</i>	VOGEL JOHN	<i>Plat Page:</i>	448 2142
<i>Grantor of Sale:</i>	PRUDENTIAL RELOCATION INC	<i>Sale Price:</i>	\$74,900
<i>Sale Date:</i>	3/14/2006		
<i>Deed Page:</i>	1048 2473		

Sale 3

<i>Grantee of Sale:</i>	RUTTI H E	<i>Plat Page:</i>	----
<i>Grantor of Sale:</i>	RUTTI H E	<i>Sale Price:</i>	\$0
<i>Sale Date:</i>	8/30/1994		
<i>Deed Page:</i>	A1 3863		

Sale 4

<i>Grantee of Sale:</i>	VON SEGGERN GARY A SEGGERN GARY A VON VO	<i>Plat Page:</i>	----
<i>Grantor of Sale:</i>	JACK R NORDAHL BUILDERS INC	<i>Sale Price:</i>	\$0
<i>Sale Date:</i>	6/7/1994		
<i>Deed Page:</i>	461 491		

Sale 5

<i>Grantee of Sale:</i>	VON SEGGERN, GARY A	<i>Plat Page:</i>	4
<i>Grantor of Sale:</i>	.JACK R NORDAHL BUIL	<i>Sale Price:</i>	\$64,900
<i>Sale Date:</i>	6/3/1994		
<i>Deed Page:</i>	461 491		

Sale 6

<i>Grantee of Sale:</i>	JACK R NORDAHL BUILDERS INC	<i>Plat Page:</i>	----
<i>Grantor of Sale:</i>	NORDAHL JACK R SR .JACK R NORDAHL DEVELO	<i>Sale Price:</i>	\$0
<i>Sale Date:</i>	3/10/1994		
<i>Deed Page:</i>	451 1547		

Sale 7

<i>Grantee of Sale:</i>	.JACK R NORDAHL BUIL	<i>Plat Page:</i>	3
<i>Grantor of Sale:</i>	NORDAHL, JACK R SR	<i>Sale Price:</i>	\$11,000
<i>Sale Date:</i>	2/22/1994		
<i>Deed Page:</i>	451 1547		

Sale 8

<i>Grantee of Sale:</i>	JACK R NORDAHL BUILDERS INC	<i>Plat Page:</i>	----
<i>Grantor of Sale:</i>	RUTTI H E	<i>Sale Price:</i>	\$0

Sale Date: 2/15/1994
Deed Page: 448 2144

Sale 9

Grantee of Sale: RUTTI H E
Grantor of Sale: H R HOMES INC .HR HOMES INC
Sale Date: 2/7/1994
Deed Page: 447 2069
Plat Page: ----
Sale Price: \$0

Sale 10

Grantee of Sale: .JACK R NORDAHL BUIL
Grantor of Sale: RUTTI, H E
Sale Date: 2/4/1994
Deed Page: 448 2144
Plat Page: 2
Sale Price: \$176,000

Sale 11

Grantee of Sale: RUTTI, H E
Grantor of Sale: .H R HOMES INC
Sale Date: 1/6/1986
Deed Page: 447 2069
Plat Page: 1
Sale Price: \$30,000

- End of Report -

Augusta-Richmond County Map



Property Report for Parcel Number:

166-0-012-05-0

Inquiry Date: 8/2/2007

Owner Information

Owner Name: STEPHENS CHARLES
 Mailing Address_1: ----
 Mailing Address_2: 2430 BOYKIN RD
 Mailing Address_3: ----
 City: HEPHZIBAH
 State: GA
 Zip Code: 30815-5905

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Property Information

Property Address: 2430 BOYKIN RD Previous Value: \$82,813
 Legal Description: MAGNA CARTA (00000) 007-0 Total Acres: 0.51 ac
 Current Value: \$83,885 Topography: Rolling
 Land Value: \$10,011 Tax District: 02
 Building Value: \$73,874

Community Information

Commission District: 6 School Board Member: Barbara Padgett
 Commissioner: Andy Cheek
 Voting Precinct: 601 Polling Location: GRACEWOOD SSH

Commercial Improvements data is not available for this property

Residential Improvements

Structure 1

Year Built:	1967	Occupancy Type:	One Family
Effective Year Built:	1985	Ceiling Type:	Sheetrock
Improvement Value:	\$67,000	Wall Type:	Drywall
Heated Area:	1269 sq ft	Floor Construction Type:	Wood Joist
Number of Rooms:	6	Roof Type:	Asphalt/Fiberglass
Number of Bedrooms:	3	Heat Type:	Cent Heat/AC
Full Baths:	1	Exterior Wall Type:	Brick Veneer (Face)
Number of Half-Baths:	1	Foundation:	Block/Brick

Item # 2

Most Recent Sale			
Grantee of Sale:	STEPHENS CHARLES	Plat Page:	32W 165
Grantor of Sale:	JACKSON BETTY J	Sale Price:	\$72,000
Sale Date:	8/18/2006		
Deed Page:	1073 1779		

*For Zoning Information, Call Planning and Zoning at 821-1796

Full Sales Report for Parcel: 166-0-012-05-0
Inquiry Date: 8/7/2007**All Recorded Sales****Sale 1**

<i>Grantee of Sale:</i>	STEPHENS CHARLES	<i>Plat Page:</i>	32W 165
<i>Grantor of Sale:</i>	JACKSON BETTY J	<i>Sale Price:</i>	\$72,000
<i>Sale Date:</i>	8/18/2006		
<i>Deed Page:</i>	1073 1779		

Sale 2

<i>Grantee of Sale:</i>	JACKSON BETTY J	<i>Plat Page:</i>	32W 165
<i>Grantor of Sale:</i>	NARBER CHRISTINA MARIE JACKSON	<i>Sale Price:</i>	\$0
<i>Sale Date:</i>	7/19/2006		
<i>Deed Page:</i>	1073 1773		

Sale 3

<i>Grantee of Sale:</i>	JACKSON BETTY J	<i>Plat Page:</i>	----
<i>Grantor of Sale:</i>	JACKSON DANNY L	<i>Sale Price:</i>	\$0
<i>Sale Date:</i>	11/9/1998		
<i>Deed Page:</i>	618 2093		

Sale 4

<i>Grantee of Sale:</i>	JACKSON, BETTY J	<i>Plat Page:</i>	4
<i>Grantor of Sale:</i>	JACKSON, DANNY L	<i>Sale Price:</i>	\$0
<i>Sale Date:</i>	10/22/1998		
<i>Deed Page:</i>	618 2093		

Sale 5

<i>Grantee of Sale:</i>	JACKSON DANNY L	<i>Plat Page:</i>	----
<i>Grantor of Sale:</i>	GORST BRUCE L	<i>Sale Price:</i>	\$0
<i>Sale Date:</i>	7/9/1996		
<i>Deed Page:</i>	528 1372		

Sale 6

<i>Grantee of Sale:</i>	JACKSON, DANNY L	<i>Plat Page:</i>	3
<i>Grantor of Sale:</i>	GORST, BRUCE L	<i>Sale Price:</i>	\$68,900
<i>Sale Date:</i>	7/1/1996		
<i>Deed Page:</i>	528 1372		

Sale 7

<i>Grantee of Sale:</i>	GORST BRUCE L	<i>Plat Page:</i>	----
<i>Grantor of Sale:</i>	FAGLIER TRACY L FAGLIER BONNIE S	<i>Sale Price:</i>	\$0
<i>Sale Date:</i>	11/12/1992		
<i>Deed Page:</i>	403 1155		

Sale 8

<i>Grantee of Sale:</i>	GORST, BRUCE L	<i>Plat Page:</i>	2
<i>Grantor of Sale:</i>	FAGLIER, TRACY L	<i>Sale Price:</i>	\$66,500

<i>Sale Date:</i>	11/5/1992		
<i>Deed Page:</i>	403 1155		
Sale 9			
<i>Grantee of Sale:</i>	----	<i>Plat Page:</i>	1
<i>Grantor of Sale:</i>	----	<i>Sale Price:</i>	\$35,000
<i>Sale Date:</i>	6/1/1983		
<i>Deed Page:</i>	165 1107		
Sale 10			
<i>Grantee of Sale:</i>	----	<i>Plat Page:</i>	----
<i>Grantor of Sale:</i>	----	<i>Sale Price:</i>	\$0
<i>Sale Date:</i>	----		
<i>Deed Page:</i>	165 1107		

- End of Report -

Augusta-Richmond County Map

	Property Report for Parcel Number: 154-0-045-07-0 Inquiry Date: 8/7/2007
	Owner Information
	Owner Name: TAYLOR LOU B ASSOC REAL ESTATE INV Mailing Address_1: ----- Mailing Address_2: 9005 RUSTY RIFLE AVE Mailing Address_3: ----- City: LAS VEGAS State: NV Zip Code: 89143
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Property Information

Property Address:	2344 TRAVIS RD	Previous Value:	\$64,297
Legal Description:	DALLAS HEIGHTS RE-SUB (00000) 005-1	Total Acres:	0.39 ac
Current Value:	\$64,297	Topography:	Rolling
Land Value:	\$7,728	Tax District:	02
Building Value:	\$56,569		

Sold
3-13-06
\$160,000

Community Information

Commission District:	6	School Board Member:	Barbara Padgett
Commissioner:	Andy Cheek		
Voting Precinct:	601	Polling Location:	GRACEWOOD SSH

Commercial Improvements data is not available for this property

Residential Improvements

Structure 1			
Year Built:	1980	Occupancy Type:	One Family
Effective Year Built:	1980	Ceiling Type:	Sheetrock
Improvement Value:	\$56,569	Wall Type:	Drywall
Heated Area:	1350 sq ft	Floor Construction Type:	Concrete Slab
Number of Rooms:	5	Roof Type:	Asphalt/Fiberglass

Number of Bedrooms:	3	Heat Type:	Cent Heat/AC
Full Baths:	2	Exterior Wall Type:	Brick Veneer (Face)
Number of Half-Baths:	0	Foundation:	Block/Brick

Most Recent Sale

Grantee of Sale:	TAYLOR LOU B ASSOC REAL ESTATE INV	Plat Page:	106 2514
Grantor of Sale:	PATTON PHILLIP	Sale Price:	\$0
Sale Date:	7/25/2006		
Deed Page:	1072 1799		

*For Zoning Information, Call Planning and Zoning at 821-1796

Full Sales Report for Parcel: 154-0-045-07-0
Inquiry Date: 8/7/2007

All Recorded Sales			
Sale 1			
Grantee of Sale:	TAYLOR LOU B ASSOC REAL ESTATE INV	Plat Page:	106 2514
Grantor of Sale:	PATTON PHILLIP	Sale Price:	\$0
Sale Date:	7/25/2006		
Deed Page:	1072 1799		
Sale 2			
Grantee of Sale:	PATTON PHILLIP	Plat Page:	106 2514
Grantor of Sale:	SEC OF HUD	Sale Price:	\$60,000
Sale Date:	3/13/2006		
Deed Page:	1047 1749		
Sale 3			
Grantee of Sale:	WASHINGTON MUTUAL BANK	Plat Page:	106 2514
Grantor of Sale:	COFIELD LAVELLE LANIER	Sale Price:	\$53,259
Sale Date:	10/4/2005		
Deed Page:	1031 13		
Sale 4			
Grantee of Sale:	SEC OF HUD	Plat Page:	106 2514
Grantor of Sale:	WASHINGTON MUTUAL BANK	Sale Price:	\$53,259
Sale Date:	10/4/2005		
Deed Page:	1031 16		
Sale 5			
Grantee of Sale:	COFIELD, LAVELLE LAN	Plat Page:	----
Grantor of Sale:	.HOUSING & URBAN DEV	Sale Price:	\$51,500
Sale Date:	10/6/1997		
Deed Page:	574 848		
Sale 6			
Grantee of Sale:	GEORGIA HOUSING & FINANCE AUTHORITY	Plat Page:	----
Grantor of Sale:	DICKMAN MICHAEL H BY ATTY DICKMAN JOYCE	Sale Price:	\$48,244
Sale Date:	7/17/1997		
Deed Page:	563 1951		
Sale 7			
Grantee of Sale:	HOUSING & URBAN DEVELOPMENT SECRETARY OF	Plat Page:	----
Grantor of Sale:	GEORGIA HOUSING & FINANCE AUTHORITY	Sale Price:	\$48,244
Sale Date:	7/17/1997		
Deed Page:	563 1962		
Sale 8			
Grantee of Sale:	DICKMAN, MICHAEL H	Plat Page:	----
Grantor of Sale:	DICKMAN, JOYCE A	Sale Price:	\$0

<i>Sale Date:</i>	10/13/1993		
<i>Deed Page:</i>	438 427		
Sale 9			
<i>Grantee of Sale:</i>	----	<i>Plat Page:</i>	----
<i>Grantor of Sale:</i>	----	<i>Sale Price:</i>	\$39,700
<i>Sale Date:</i>	2/1/1989		
<i>Deed Page:</i>	306 2156		
Sale 10			
<i>Grantee of Sale:</i>	.FIRST UNION MORTGAG	<i>Plat Page:</i>	----
<i>Grantor of Sale:</i>	MORRIS, LOWELL D JR	<i>Sale Price:</i>	\$56,081
<i>Sale Date:</i>	11/1/1988		
<i>Deed Page:</i>	299 811		
Sale 11			
<i>Grantee of Sale:</i>	.HOUSING & URBAN DEV	<i>Plat Page:</i>	----
<i>Grantor of Sale:</i>	.FIRST UNION MORTGAG	<i>Sale Price:</i>	\$56,081
<i>Sale Date:</i>	10/1/1988		
<i>Deed Page:</i>	299 814		
Sale 12			
<i>Grantee of Sale:</i>	MORRIS, LOWELL D JR	<i>Plat Page:</i>	----
<i>Grantor of Sale:</i>	UNDERWOOD, ALICE J	<i>Sale Price:</i>	\$47,750
<i>Sale Date:</i>	7/1/1986		
<i>Deed Page:</i>	233 637		

- End of Report -

Augusta-Richmond County Map



Property Report for Parcel Number:

167-0-060-00-0

Inquiry Date: 8/7/2007

Owner Information

Owner Name: GUILLAUME MARIE NICOLLE
 Mailing Address_1: -----
 Mailing Address_2: 2240 BOYKIN RD
 Mailing Address_3: -----
 City: AUGUSTA
 State: GA
 Zip Code: 30906

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Property Information

Property Address: 2240 BOYKIN RD Previous Value: \$295,395
 Legal Description: DALLAS HEIGHTS (00000) 010-H Total Acres: 1.23 ac
 Current Value: \$257,624 Topography: Rolling
 Land Value: \$16,500 Tax District: 02
 Building Value: \$241,124

Community Information

Commission District: 6 School Board Member: Barbara Padgett
 Commissioner: Andy Cheek
 Voting Precinct: 601 Polling Location: GRACEWOOD SSH

Commercial Improvements data is not available for this property

Residential Improvements

Structure 1

Year Built:	1965	Occupancy Type:	One Family
Effective Year Built:	1985	Ceiling Type:	Sheetrock
Improvement Value:	\$182,508	Wall Type:	Drywall
Heated Area:	4473 sq ft	Floor Construction Type:	Concrete Slab
Number of Rooms:	9	Roof Type:	Asphalt/Fiberglass
Number of Bedrooms:	4	Heat Type:	Cent Heat/AC
Full Baths:	2	Exterior Wall Type:	Brick Veneer (Face)
Number of Half-Baths:	1	Foundation:	Block/Brick

Structure 2

<i>Year Built:</i>	1988	<i>Occupancy Type:</i>	One Family
<i>Effective Year Built:</i>	1988	<i>Ceiling Type:</i>	Sheetrock
<i>Improvement Value:</i>	\$50,616	<i>Wall Type:</i>	Drywall
<i>Heated Area:</i>	960 sq ft	<i>Floor Construction Type:</i>	Concrete Slab
<i>Number of Rooms:</i>	2	<i>Roof Type:</i>	Asphalt/Fiberglass
<i>Number of Bedrooms:</i>	1	<i>Heat Type:</i>	Cent Heat/AC
<i>Full Baths:</i>	1	<i>Exterior Wall Type:</i>	Brick Veneer (Face)
<i>Number of Half-Baths:</i>	0	<i>Foundation:</i>	Block/Brick

Most Recent Sale

<i>Grantee of Sale:</i>	GUILLAUME MARIE NICOLLE	<i>Plat Page:</i>	27B 406
<i>Grantor of Sale:</i>	BUTLER DAVID LEWIS	<i>Sale Price:</i>	\$120,000
<i>Sale Date:</i>	5/5/2006		
<i>Deed Page:</i>	1054 325		

*For Zoning Information, Call Planning and Zoning at 821-1796

Full Sales Report for Parcel: 167-0-060-00-0
Inquiry Date: 8/7/2007

All Recorded Sales			
Sale 1			
<i>Grantee of Sale:</i>	GUILLAUME MARIE NICOLLE	<i>Plat Page:</i>	27B 406
<i>Grantor of Sale:</i>	BUTLER DAVID LEWIS	<i>Sale Price:</i>	\$120,000
<i>Sale Date:</i>	5/5/2006		
<i>Deed Page:</i>	1054 325		
Sale 2			
<i>Grantee of Sale:</i>	----	<i>Plat Page:</i>	----
<i>Grantor of Sale:</i>	----	<i>Sale Price:</i>	\$0
<i>Sale Date:</i>	----		
<i>Deed Page:</i>	122 2556		

- End of Report -

Augusta-Richmond County Map

	Property Report for Parcel Number: 167-0-055-00-0 Inquiry Date: 8/7/2007	
	Owner Information	
	Owner Name: MURRAY ALFONZA Mailing Address_1: ----- Mailing Address_2: 2233 BOYKIN RD Mailing Address_3: ----- City: AUGUSTA State: GA Zip Code: 30906	
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Property Information

Property Address:	2233 BOYKIN RD	Previous Value:	\$69,756
Legal Description:	DALLAS HEIGHTS (00000) 017-F	Total Acres:	0.44 ac
Current Value:	\$77,604	Topography:	Rolling
Land Value:	\$16,500	Tax District:	02
Building Value:	\$61,104		

Community Information

Commission District:	6	School Board Member:	Barbara Padgett
Commissioner:	Andy Cheek		
Voting Precinct:	601	Polling Location:	GRACEWOOD SSH

Commercial Improvements data is not available for this property

Residential Improvements

Structure 1			
Year Built:	1966	Occupancy Type:	One Family
Effective Year Built:	1985	Ceiling Type:	Sheetrock
Improvement Value:	\$61,104	Wall Type:	Drywall
Heated Area:	1410 sq ft	Floor Construction Type:	Concrete Slab
Number of Rooms:	6	Roof Type:	Asphalt/Fiberglass
Number of Bedrooms:	3	Heat Type:	Cent Heat/AC
Full Baths:	1	Exterior Wall Type:	Brick Veneer (Face)
Number of Half-Baths:	1	Foundation:	Block/Brick

Most Recent Sale

<i>Grantee of Sale:</i>	MURRAY ALFONZA	<i>Plat Page:</i>	27B 406
<i>Grantor of Sale:</i>	NORRIS MARY SONA	<i>Sale Price:</i>	\$75,900
<i>Sale Date:</i>	3/21/2007		
<i>Deed Page:</i>	1111 1400		

*For Zoning Information, Call Planning and Zoning at 821-1796

Full Sales Report for Parcel: 167-0-055-00-0
Inquiry Date: 8/7/2007

All Recorded Sales			
Sale 1			
Grantee of Sale:	MURRAY ALFONZA	Plat Page:	27B 406
Grantor of Sale:	NORRIS MARY SONA	Sale Price:	\$75,900
Sale Date:	3/21/2007		
Deed Page:	1111 1400		
Sale 2			
Grantee of Sale:	NORRIS MARY SONA	Plat Page:	----
Grantor of Sale:	NORRIS WILLIAM REPPERT /EST/	Sale Price:	\$0
Sale Date:	8/11/1995		
Deed Page:	498 915		
Sale 3			
Grantee of Sale:	----	Plat Page:	1
Grantor of Sale:	----	Sale Price:	\$14,500
Sale Date:	6/1/1975		
Deed Page:	48 2487		
Sale 4			
Grantee of Sale:	----	Plat Page:	----
Grantor of Sale:	----	Sale Price:	\$0
Sale Date:	----		
Deed Page:	74 276		

- End of Report -

Meybohm

REALTORS®

May 14th, 2007

Attention: Michael Thomas
Fax #: 706-821-2325

Re: 2110 Moncrieff Street
Hephzibah, GA 30815
Beverly McIntyre – Owner

Dear Mr. Thomas,

The above referenced property was listed with our company on May 11, 2007 for a list price of \$89,900. Since then the listing price has been reduced 3 times; August 21, 2006 to \$84,900, January 01, 2007 to \$82,900 and April 14, 2007 to \$79,900. It is currently listed for \$79,900 and we are still having a problem selling the home.

At this point we do not know the true value of the property or what it will sell for.

If you have any further questions or need any additional information, I will be glad to assist you.

Thank you,

Greg Honeymichael
Greg Honeymichael, VP
Associate Broker
Cell: 706-533-3015
Office: 706-790-5828

WEST AUGUSTA

3519 Wheeler Road
Augusta, GA 30909
(706) 736-3375
Fax (706) 736-0703

SOUTH AUGUSTA

2556-A Tobacco Road
Augusta, GA 30815
(706) 790-5828
Fax (706) 790-9393

COLUMBIA COUNTY

646 North Belair Road
Evans, GA 30809
(706) 863-8218
Fax (706) 860-9078

NORTH AUGUSTA

590 W. Martintown Road
North Augusta, SC 29841
(803) 278-4437
Fax (803) 279-5283

SUCCESS CENTER

3512 1/2 Wheeler Road
Augusta, GA 30909
(706) 739-1020
Fax (706) 739-1027
Item # 2

Sel	P R	S T	ML#	Address		Quad	Subdiv	Acr	BR	BA	HB	Apx SQFT	Yr Blt	Sell Frm	Sell Prc	Sell Date	DOM	
				No.	Street													
☐	R	C	153676	2341	MONCRIEFF STREET	1RI	DALLAS HEIGHTS		3	2	0	1227	0	152	\$66,900	02/29/1996	278	0
☐	R	C	157463	2228	BOYKIN RD.	1RI	DALLAS HEIGHTS	.7	3	2	0	2215		135	\$71,900	04/11/1996	106	0
☐	R	C	159514	4221	ERVAY ST	1RI	DALLAS HEIGHTS		2	1	0		15	162	\$45,800	04/23/1996	36	0
☐	R	C	160040	2121	BOYKIN ROAD	1RI	DALLAS HEIGHTS		2	1	0	983	37	123	\$18,000	04/19/1996	18	0
☐	R	C	160426	2040	BOYKIN ROAD	1RI	DALLAS HEIGHTS		3	2	0	1476	14	571	\$75,500	10/11/1996	151	1
☐	R	C	163417	2121	BOYKIN RD.	1RI	DALLAS HEIGHTS		2	1	0	1080	37	571	\$47,900	08/20/1996	89	0
☐	R	C	171648	2202	CASSELL STREET	1RI	DALLAS HEIGHTS	.75	3	1	1	1137	1963	152	\$52,900	05/09/1997	2	1
☐	R	C	172750	2214	BOYKIN RD	1RI	DALLAS HEIGHTS	1	3	1	1	1500	1963	138	\$42,500	05/30/1997	0	1
☐	R	C	173108	2222	TRAVIS RD.	1RI	DALLAS HEIGHTS	.75	3	2	0	1601	1997	068	\$77,900	06/27/1997	33	1
☐	R	C	173109	2220	TRAVIS RD.	1RI	DALLAS HEIGHTS	.75	3	2	0	1589	1997	033	\$79,900	11/17/1997	156	1
☐	R	C	174083	2112	TRAVIS ROAD	1RI	DALLAS HEIGHTS		3	2	0	1	0	084	\$66,900	07/30/1997	69	1
☐	R	C	175124	2208	TRAVIS ROAD	1RI	DALLAS HEIGHTS		3	1	1	1500	1969	079	\$55,000	10/10/1997	71	1
☐	R	C	176475	2218	TRAVIS RD	1RI	DALLAS HEIGHTS	.75	3	2	0	1629	1997	068	\$76,900	12/08/1997	77	1
☐	R	C	178399	4213	JAMES DR.	1RI	DALLAS HEIGHTS	.34	3	2	0	1351	1979	138	\$37,000	01/28/1998	20	1
☐	R	C	178402	2201	BOYKIN RD	1RI	DALLAS HEIGHTS		2	1	0	964	1958	524	\$41,900	12/15/1997	5	1
☐	R	C	180753	2216	TRAVIS RD	1RI	DALLAS HEIGHTS	.75	3	2	0	1515	1998	068	\$75,900	04/30/1998	54	1
☐	R	C	181766	4216	BECKMONT DRIVE	1RI	DALLAS HEIGHTS		3	2	0	1400	0	382	\$65,000	06/29/1998	9	2
☐	R	C	184135	4311	PARKWOOD DR	1RI	DALLAS HEIGHTS	.4	3	2	0	1450	1987	069	\$55,100	04/24/1998	0	0
☐	R	C	187618	2233	MONCRIEFF ST	1RI	DALLAS HEIGHTS	1.8	3	1	0	720	1960	068	\$20,000	12/18/1998	45	1
☐	R	C	187619	2115	MONCRIEFF ST	1RI	DALLAS HEIGHTS		2	1	0	800	1939	068	\$11,000	03/01/1999	54	1
☐	R	C	187620	2117	MONCRIEFF ST	1RI	DALLAS HEIGHTS		2	1	0	1050	1945	068	\$10,000	12/31/1998	97	1
☐	R	C	187973	2364	BOYKIN RD	1RI	DALLAS HEIGHTS		3	2	0	1400	1984	068	\$63,900	02/12/1999	41	1
☐	R	C	189244	2122	MONCRIEFF STREET	1RI	DALLAS HEIGHTS		4	1	1	1356	1970	134	\$66,000	03/18/1999	92	1
☐	R	C	190166	2327	MONCRIEFF ST.	1RI	DALLAS HEIGHTS	.42	3	2	0	1404	1985	092	\$62,000	06/21/1999	168	1
☐	R	C	197984	2222	BOYKIN ROAD	1RI	DALLAS HEIGHTS		4	2	1	2263	1969	068	\$60,000	11/18/1999	67	1

Sel	P R	S T	ML#	Address		Quad	Subdiv	Acr	BR	BA	HB	Apx SQFT	Yr Blt	Sell Frm	Sell Prc	Sell Date	DOM	
				No.	Street													
☐	R	C	201955	2223	BOYKIN RD	1RI	DALLAS HEIGHTS	.44	3	1	1	1269	1969	068	\$63,900	04/07/2000	47	1
☐	R	C	202313	2348	TRAVIS ROAD	1RI	DALLAS HEIGHTS	.39	3	2	0	1192	1978	069	\$36,000	06/28/2000	69	1
☐	R	C	203029	2125	CASELLST	1RI	DALLAS HEIGHTS	.88	3	2	0	2025	1966	134	\$59,000	04/13/2000	7	0
☐	R	C	210584	2106	MONCRIEFF ST	1RI	DALLAS HEIGHTS	.46	3	1	1	1133	1964	068	\$59,000	06/25/2001	171	1
☐	R	C	211929	2348	TRAVIS ROAD	1RI	DALLAS HEIGHTS	.39	3	2	0	1350	1977	069	\$64,300	05/25/2001	22	1
☐	R	C	212819	2333	MONCRIEFF STREET	1RI	DALLAS HEIGHTS		3	2	0	1	1996	152	\$65,900	04/27/2001	27	1
☐	R	C	216720	2327	MONCRIEF ST	1RI	DALLAS HEIGHTS	.42	3	2	0	1404	1985	571	\$66,500	10/02/2001	33	1
☐	R	C	217159	2100	MONCRIEF STREET	1RI	DALLAS HEIGHTS	1	4	2	0	1980	1972	068	\$116,000	10/16/2001	14	1
☐	R	C	223992	2317	HIAWATHA	1RI	DALLAS HEIGHTS	.33	3	2	0	1314	1977	154	\$43,500	05/20/2002	17	1
☐	R	C	229708	2231	TRAVIS ROAD	1RI	DALLAS HEIGHTS	.5	3	2	0	1372	1979	678	\$34,750	03/19/2003	144	1
☐	R	C	230236	2309	MONCRIEFF STREET	1RI	DALLAS HEIGHTS	.54	3	2	0	1246	1994	069	\$73,700	12/23/2003	47	1
☐	R	C	232861	2319	Moncrieff St	1RI	DALLAS HEIGHTS		3	2	0	1400	1992	571	\$78,645	05/07/2003	80	1
☐	R	C	235402	2320	MONCRIEFF	1RI	DALLAS HEIGHTS		3	2	0	1400	1987	851	\$77,500	07/24/2003	56	5
☐	R	C	238113	2223	BOYKIN RD	1RI	DALLAS HEIGHTS		3	1	1	1357	1970	069	\$56,000	07/22/2003	1	0
☐	R	C	238887	2309	STEPHANIE LANE	1RI	DALLAS HEIGHTS		3	2	0	1190	1980	864	\$47,000	11/25/2003	6	1
☐	R	C	243262	2109	Boykin Rd.	1RI	DALLAS HEIGHTS	.44	3	1	1	1378	1968	571	\$47,000	06/22/2004	135	1
☐	R	C	245447	2225	BOYKIN ROAD	3RI	DALLAS HEIGHTS		3	1	1	1196	1966	069	\$65,000	06/25/2004	48	1
☐	R	C	245975	4211	AKARD STREET	3RI	DALLAS HEIGHTS	.89	2	1	0	1120	1955	134	\$34,900	08/04/2004	62	2
☐	R	C	247572	4215	ERVAY ST	3RI	DALLAS HEIGHTS	.32	2	1	0	1008	1981	069	\$47,300	08/31/2004	46	6
☐	R	C	249324	2410	ERIN COURT	3RI	DALLAS HEIGHTS		3	2	0	1400	0	571	\$73,400	11/16/2004	29	8
☐	R	C	255271	2300	Oketo Drive	3RI	DALLAS HEIGHTS	.78	4	2	0	1500	1995	562	\$87,150	06/10/2005	63	4
☐	R	C	258191	2115	CASELL STREET	3RI	DALLAS HEIGHTS	.46	3	1	1	1427	1966	106	\$41,000	07/08/2005	7	1
☐	R	C	258747	4242	AKARD ROAD	3RI	DALLAS HEIGHTS		3	2	0	1500	2005	571	\$129,900	02/09/2006	213	1
☐	R	C	259218	2118	BOYKIN ROAD	3RI	DALLAS HEIGHTS	.44	3	2	0	1152	1978	571	\$71,500	09/15/2005	36	5
☐	R	C	261164	2113	CASELL STREET	3RI	DALLAS HEIGHTS		3	2	0	1450	1970	068	\$86,900	12/02/2005	66	1

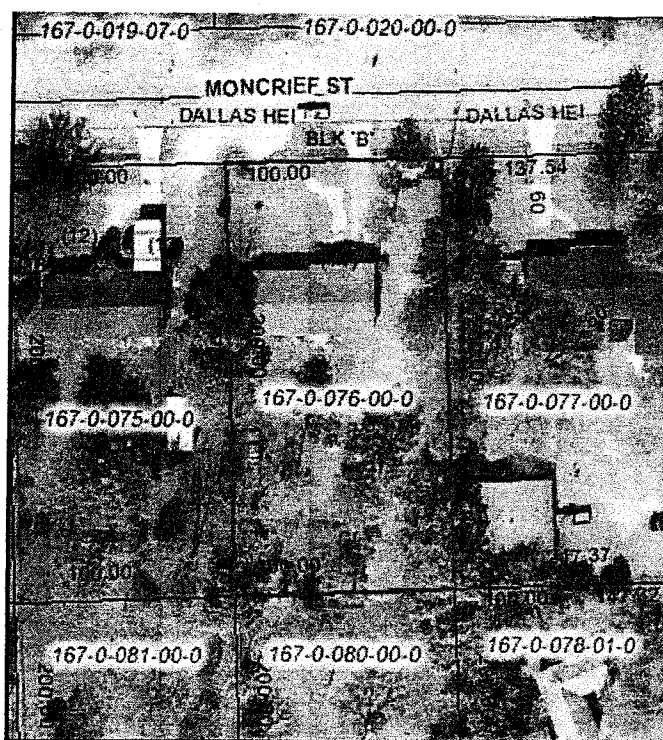
Sel	P R	S T	ML#	Address		Quad	Subdiv	Acr	BR	BA	HB	Apx SQFT	Yr Blt	Sell Frm	Sell Prc	Sell Date	DOM	
				No.	Street													
☐	R	C	261972	2227	Boykin Rd	3RI	DALLAS HEIGHTS	1	3	2	0	1500	1966	677	\$116,000	11/04/2005	24	2
☐	R	C	262442	2235	Boykin Road	3RI	DALLAS HEIGHTS		3	1	1	1300	1977	562	\$62,900	01/13/2006	32	1
☐	R	C	263107	2108	Travis Road	3RI	DALLAS HEIGHTS	.7	3	1	1	1040	1964	091	\$56,000	12/21/2005	60	1
☐	R	C	263796	2240	BOYKIN ROAD	3RI	DALLAS HEIGHTS		4	2	1	3664	1972	562	\$120,000	05/05/2006	130	3
☐	R	C	264921	2313	MONCRIEFF STREET	3RI	DALLAS HEIGHTS	.54	3	2	0	1464	1994	069	\$93,000	03/01/2006	13	5
☐	R	C	265019	2303	MONCRIEFF STREET	3RI	DALLAS HEIGHTS	.48	3	2	0	1246	1994	562	\$74,900	03/14/2006	70	6
☐	R	C	265605	2106	Cassell Street	3RI	DALLAS HEIGHTS	.41	3	2	0	1644	2006	751	\$137,900	08/31/2006	196	6
☐	R	C	265895	2344	TRAVIS ROAD	3RI	DALLAS HEIGHTS		3	2	0	1350	1980	069	\$60,000	03/13/2006	13	1
☐	R	C	266261	4234	AKARD ROAD	3RI	DALLAS HEIGHTS		3	2	0	1500	2005	068	\$124,900	05/31/2006	97	1
☐	R	C	266388	2104	Cassell Street	3RI	DALLAS HEIGHTS	.34	3	2	0	1644	2006	134	\$132,500	08/23/2006	133	1
☐	R	C	266389	2102	Cassell Street	3RI	DALLAS HEIGHTS	.34	3	2	0	1644	2006	152	\$140,800	09/07/2006	168	5
☐	R	C	267325	2309	Moncrieff Street	3RI	DALLAS HEIGHTS		3	2	0	1246	1994	069	\$79,900	10/31/2006	215	1
☐	R	C	270562	2430	Boykin Rd	3RI	DALLAS HEIGHTS	.51	3	1	1	1300	1985	134	\$72,000	08/18/2006	42	1
☐	R	C	274397	4211	AKARD ST	3RI	DALLAS HEIGHTS	.89	2	2	0	1120	1955	851	\$58,850	11/27/2006	55	5
☐	R	C	275763	2110	Cassell St.	3RI	DALLAS HEIGHTS	.46	3	2	0	1600	2006	073	\$140,000	03/30/2007	143	1
☐	R	C	278865	2233	BOYKIN ROAD	3RI	DALLAS HEIGHTS		4	2	0	1500	1966	068	\$75,900	03/21/2007	57	6
☐	R	C	279921	2307	Moncrieff St	3RI	DALLAS HEIGHTS	.54	3	2	0	1257	1994	571	\$90,406	03/30/2007	52	8

83,730
73,93483,730
74,934
83,885
82,87354,600
56,727

Displaying matches 1 through 67 of 67

Sel	P R	S T	ML#	Address		Quad	Subdiv	List Price	Acr	BR	BA	HB	Apx SQFT	List Frm	Yr Blt	DOM	
				No.	Street												
☐	R	A	270265	2110	MONCRIEFF STREET	3RI	DALLAS HEIGHTS	\$79,900	.46	3	1	1	1200	571	1966	447	4
☐	R	A	273481	2211	BOYKIN ROAD	3RI	DALLAS HEIGHTS	\$129,900	.44	3	2	0	1466	068	2006	364	1
☐	R	A	275890	4242	AKARD ROAD	3RI	DALLAS HEIGHTS	\$139,500	.65	3	2	0	1500	562	2005	306	1
☐	R	A	280808	2413	BOYKIN ROAD	3RI	DALLAS HEIGHTS	\$99,900	.55	4	1	1	1289	562	1967	159	1

Displaying matches 1 through 4 of 4



Property Report for Parcel Number Document number 1
Page 35 of 59
167-0-076-00-0
 Inquiry Date: 7/2/2007

Owner Information

Owner Name: STOKES GARY
 Mailing Address_1: _____
 Mailing Address_2: 2106 MONCRIEFF ST
 Mailing Address_3: _____
 City: AUGUSTA
 State: GA
 Zip Code: 30906-9416

For Private Use Only

Disclaimer: While every effort is made to keep information provided over the internet accurate and up-to-date, Augusta does not certify the authenticity or accuracy of such information. No warranties, express or implied, are provided for the records and/or mapping data herein, or for their use or interpretation by the User.

Property Information

Property Address:	2106 MONCRIEFF ST	Previous Value:	\$52,162
Legal Description:	DALLAS HEIGHTS (00000) 013-B	Total Acres:	0.46 ac
Current Value:	\$59,396	Topography:	Rolling
Land Value:	\$16,500	Tax District:	02
Building Value:	\$42,896		

Community Information

Commission District:	6	School Board Member:	Barbara Padgett
Commissioner:	Andy Cheek		
Voting Precinct:	601	Polling Location:	GRACEWOOD SSH

Commercial Improvements data is not available for this property

Residential Improvements

Structure 1

Year Built:	1966	Occupancy Type:	One Family
Effective Year Built:	1985	Ceiling Type:	Sheetrock
Improvement Value:	\$42,896	Wall Type:	Drywall
Heated Area:	1133 sq ft	Floor Construction Type:	Concrete Slab
Number of Rooms:	5	Roof Type:	Asphalt/Fiberglass
Number of Bedrooms:	3	Heat Type:	Baseboard w/c AC
Full Baths:	1	Exterior Wall Type:	Brick Veneer (Face)
Number of Half-Baths:	1	Foundation:	Block/Brick

All Recorded Sales**Sale 1**

<i>Grantee of Sale:</i>	STOKES GARY	<i>Plat Page:</i>	27B 406
<i>Grantor of Sale:</i>	HERNDON EDNA K	<i>Sale Price:</i>	\$59,000
<i>Sale Date:</i>	6/25/2001		
<i>Deed Page:</i>	736 992		

Sale 2

<i>Grantee of Sale:</i>	HERNDON EDNA K	<i>Plat Page:</i>	—
<i>Grantor of Sale:</i>	HERNDON CALVIN H HERNDON EDNA K	<i>Sale Price:</i>	\$0
<i>Sale Date:</i>	9/1/1999		
<i>Deed Page:</i>	657 492		

Sale 3

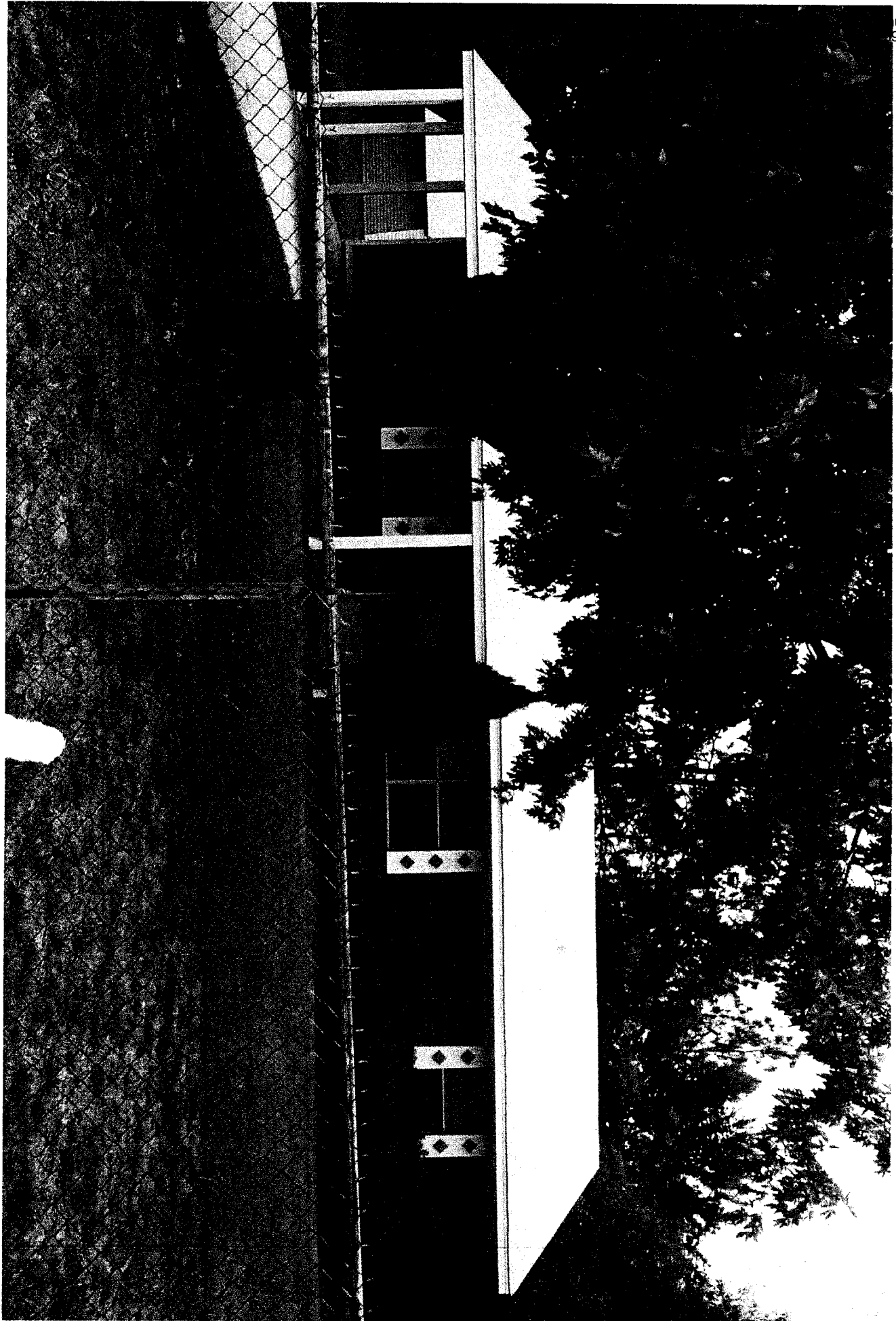
<i>Grantee of Sale:</i>	HERNDON CALVIN H HERNDON EDNA K	<i>Plat Page:</i>	—
<i>Grantor of Sale:</i>	HERNDON CALVIN H	<i>Sale Price:</i>	\$0
<i>Sale Date:</i>	12/2/1987		
<i>Deed Page:</i>	276 1520		

- End of Report -

Photographs of surrounding property and the conditions I believe to have devalued it. This is the old Richmond County landfill.



7-11-07

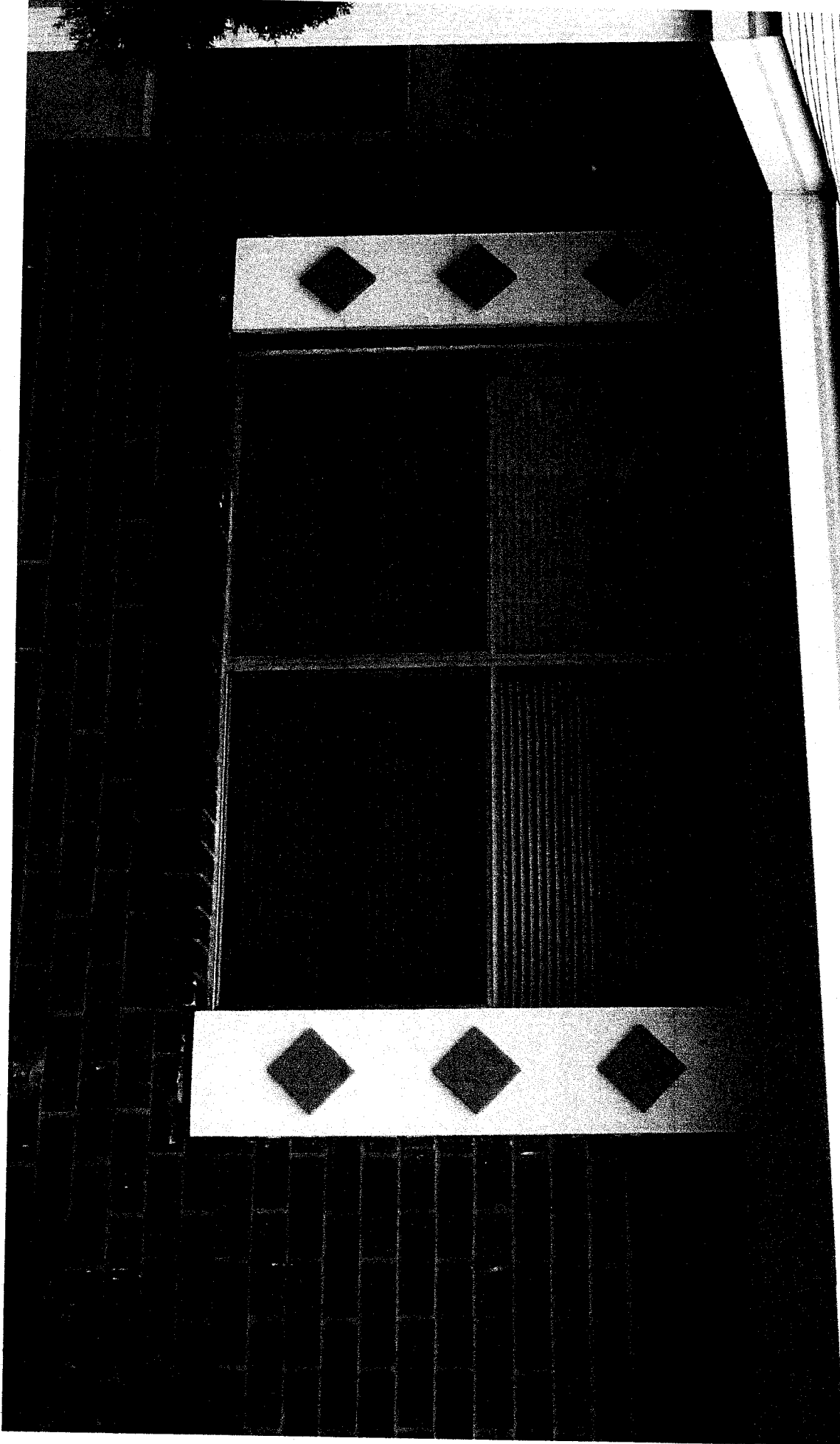


Item # 2

7-11-07

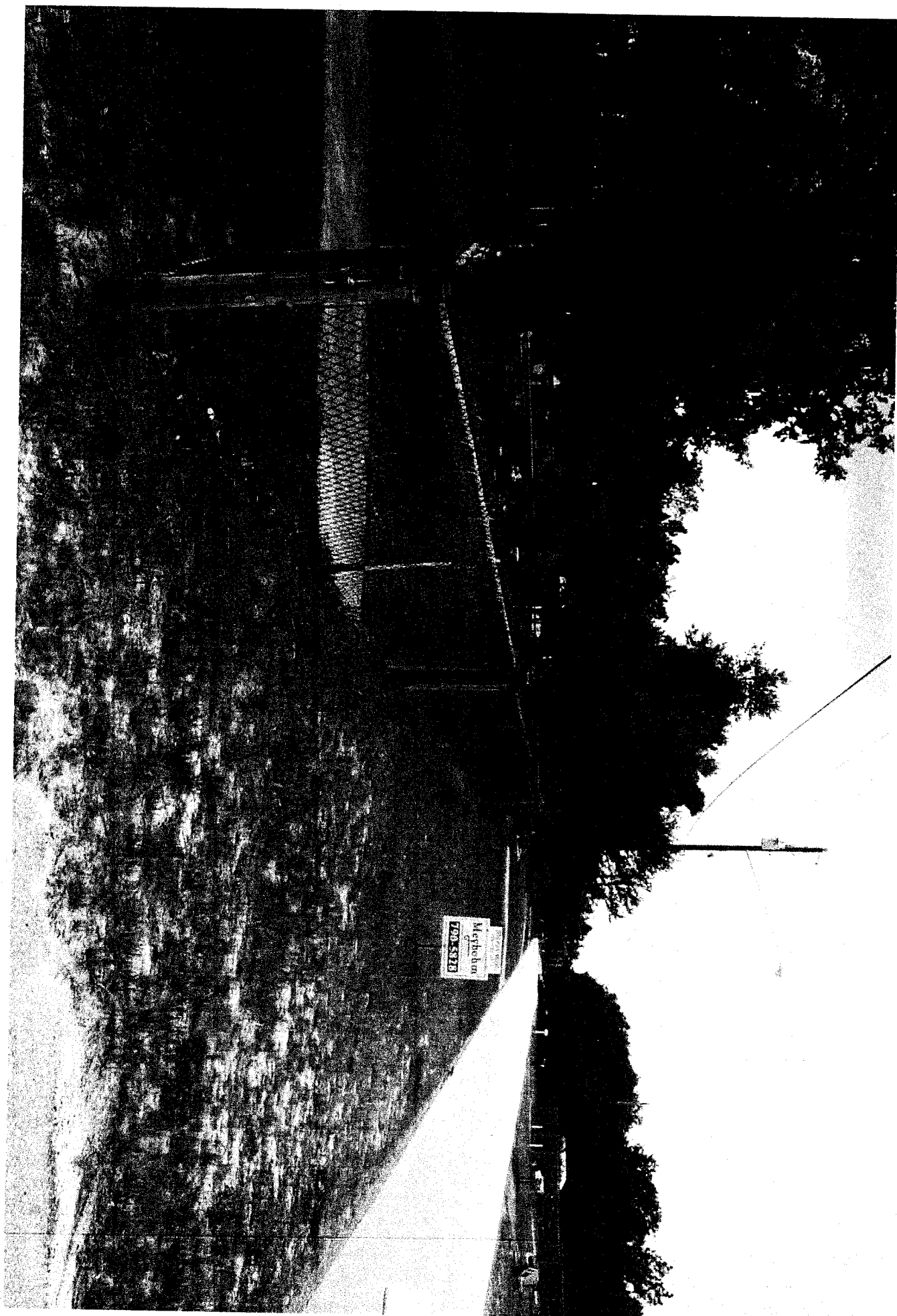
40 + year old windows

7-11-07



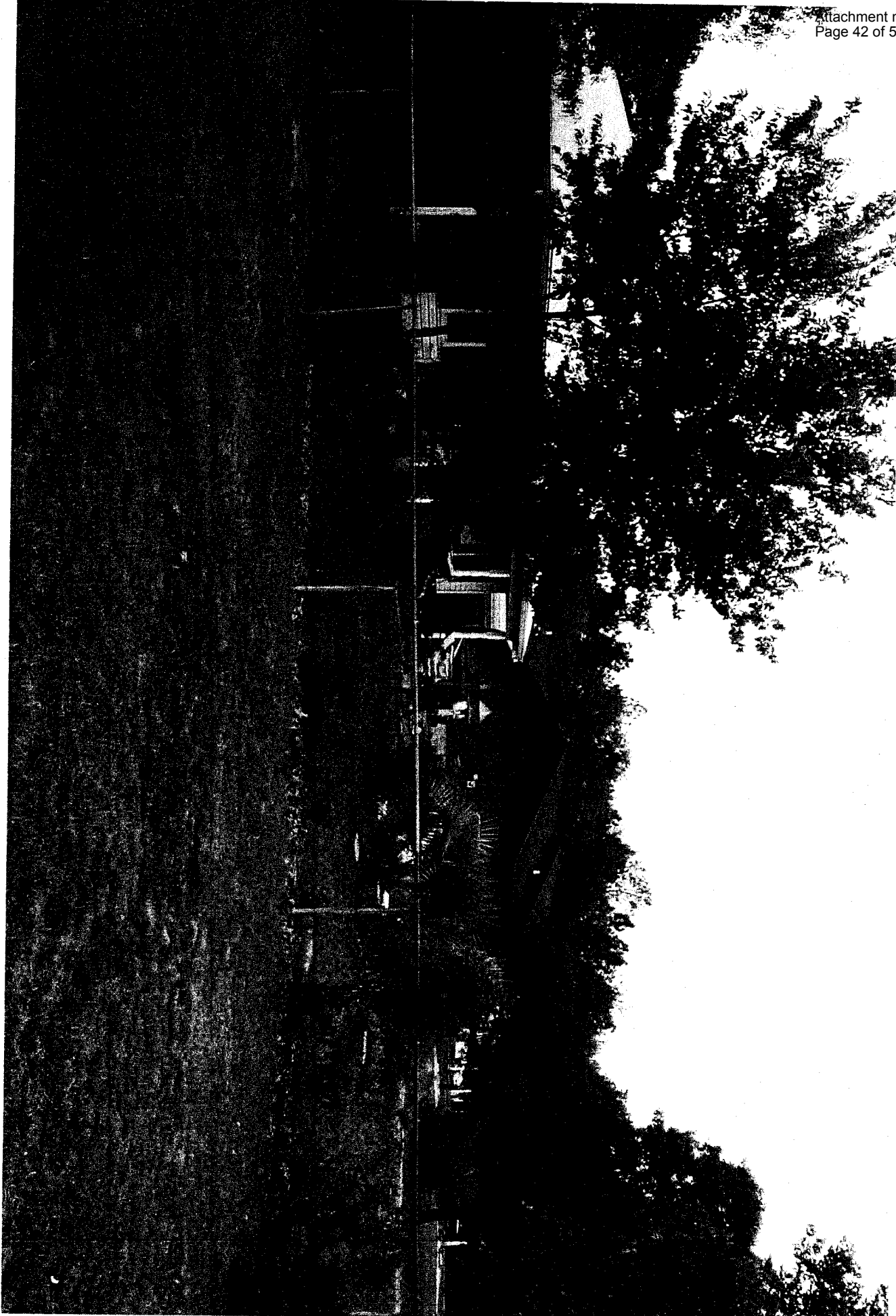
40 year old fence

7-11-07



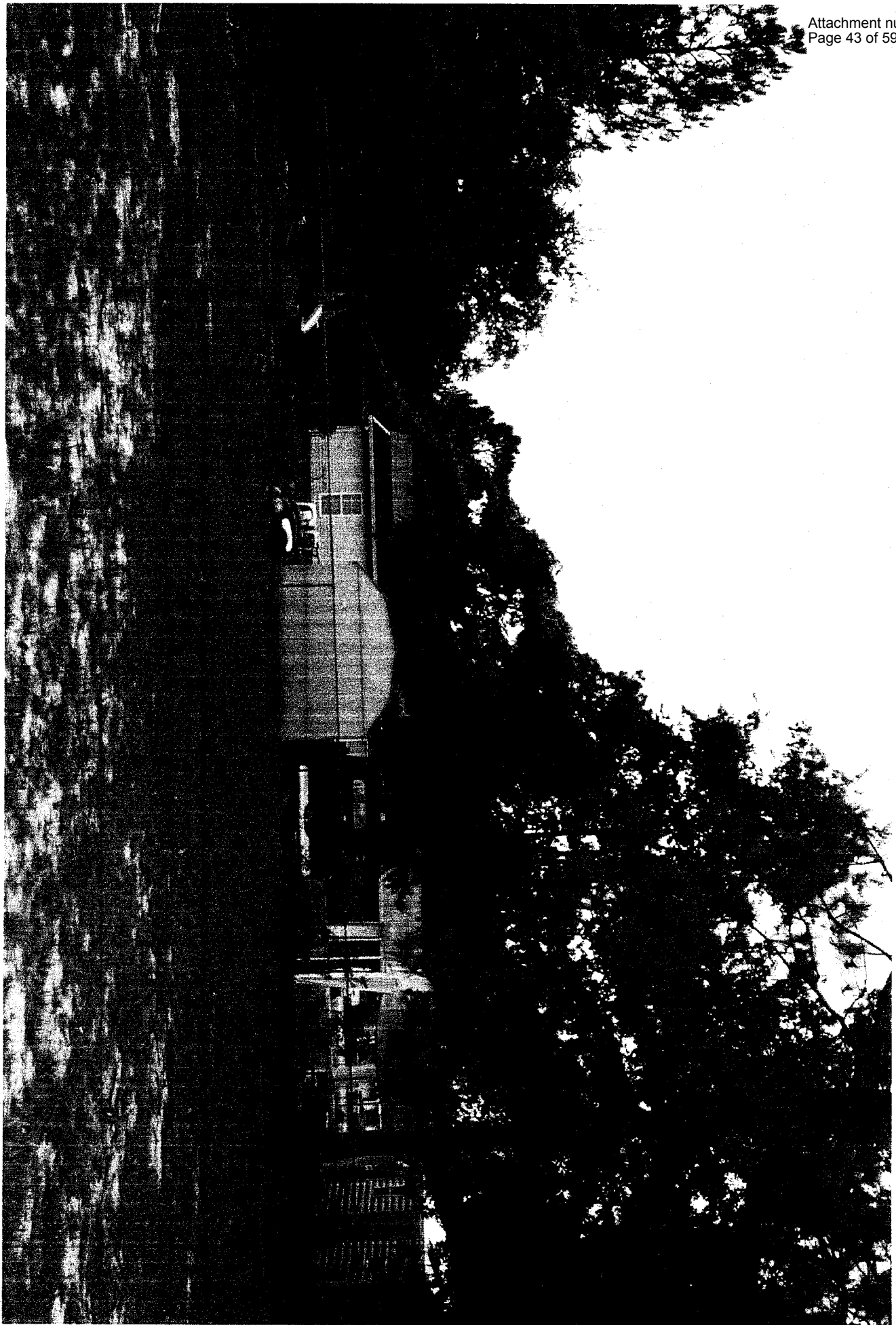
neighbor

7-11-07



Property behind residence

7-11-07



"Junk vehicle" No current tag - Unregistered 7-11-07





7-11-07

fire
result

from down landfill fence

7-11-07



from down landfill fence

7-11-07

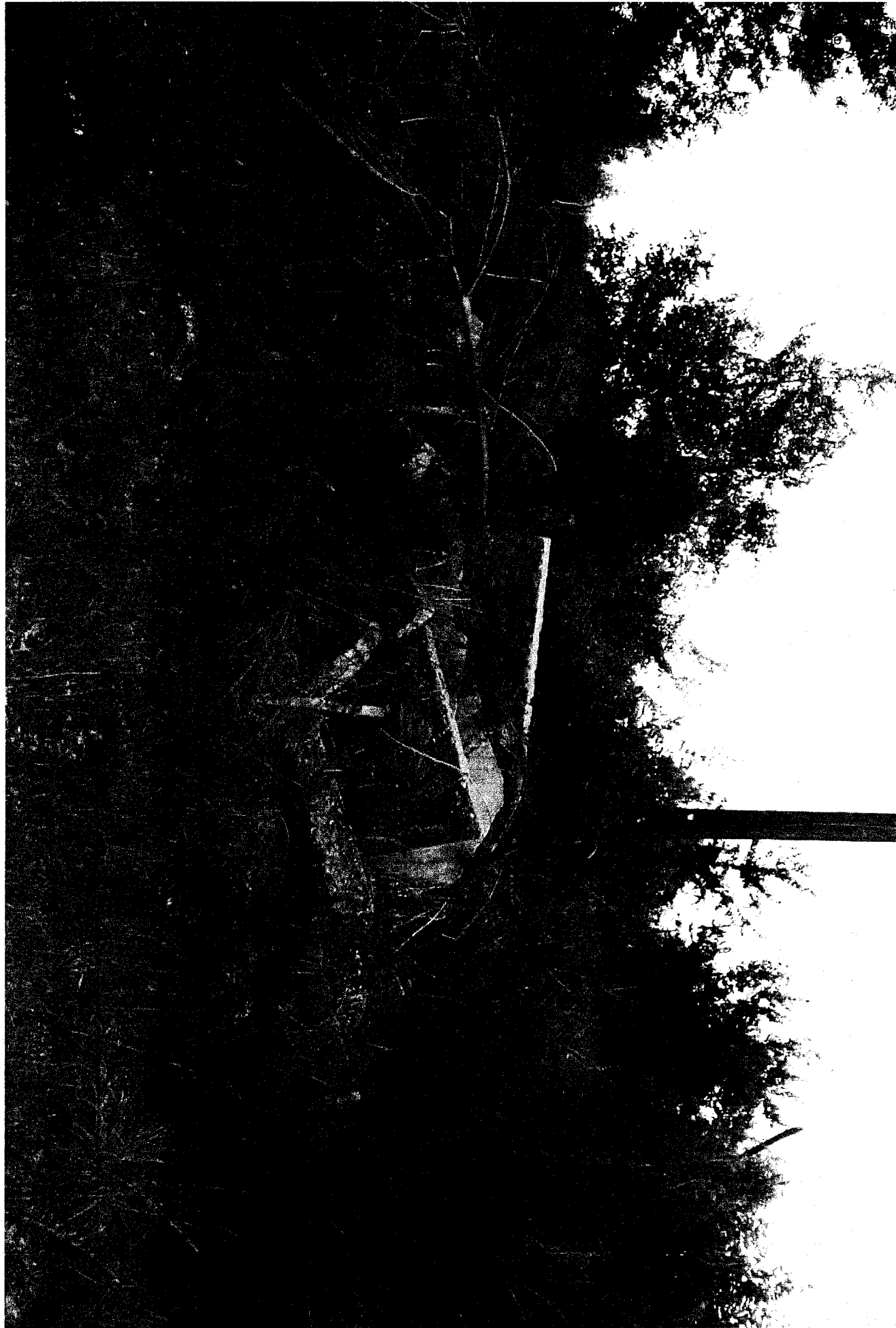


7-11-87

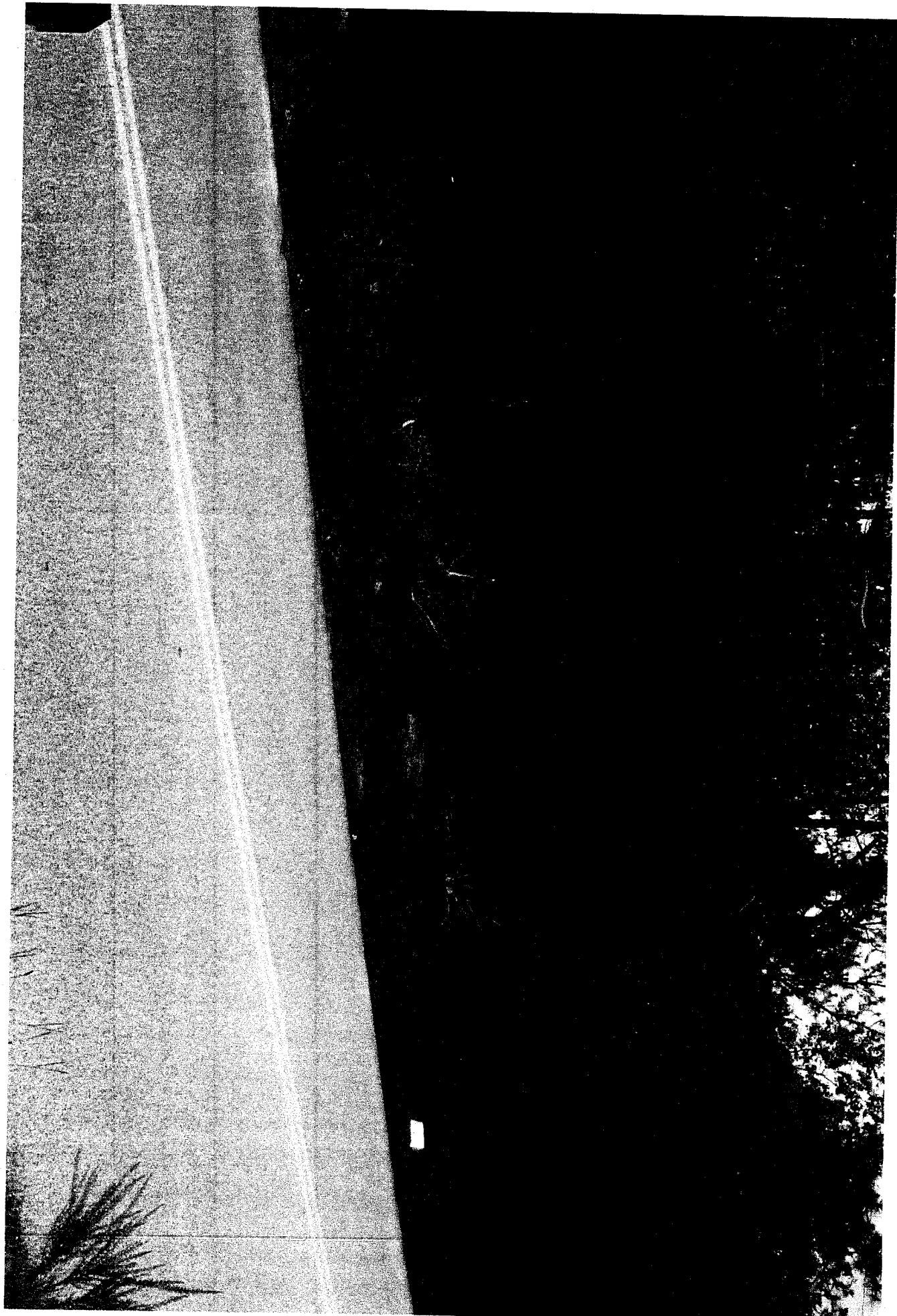
Item # 2

concrete

2



trash



7-11-67

oil dumped



7-11-07

oil dumped



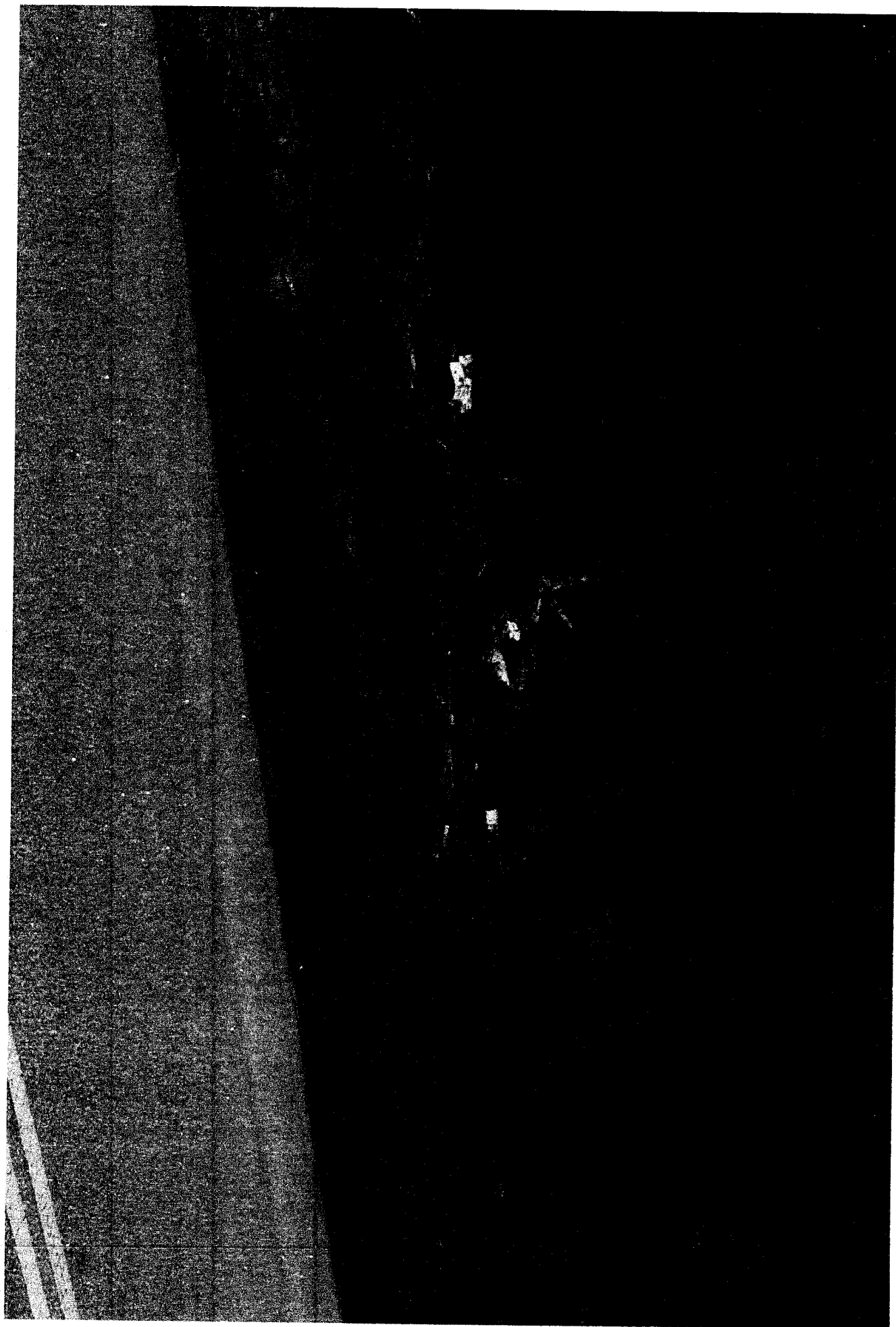
7-11-67

fern down fence



7-11-07

7-11-07

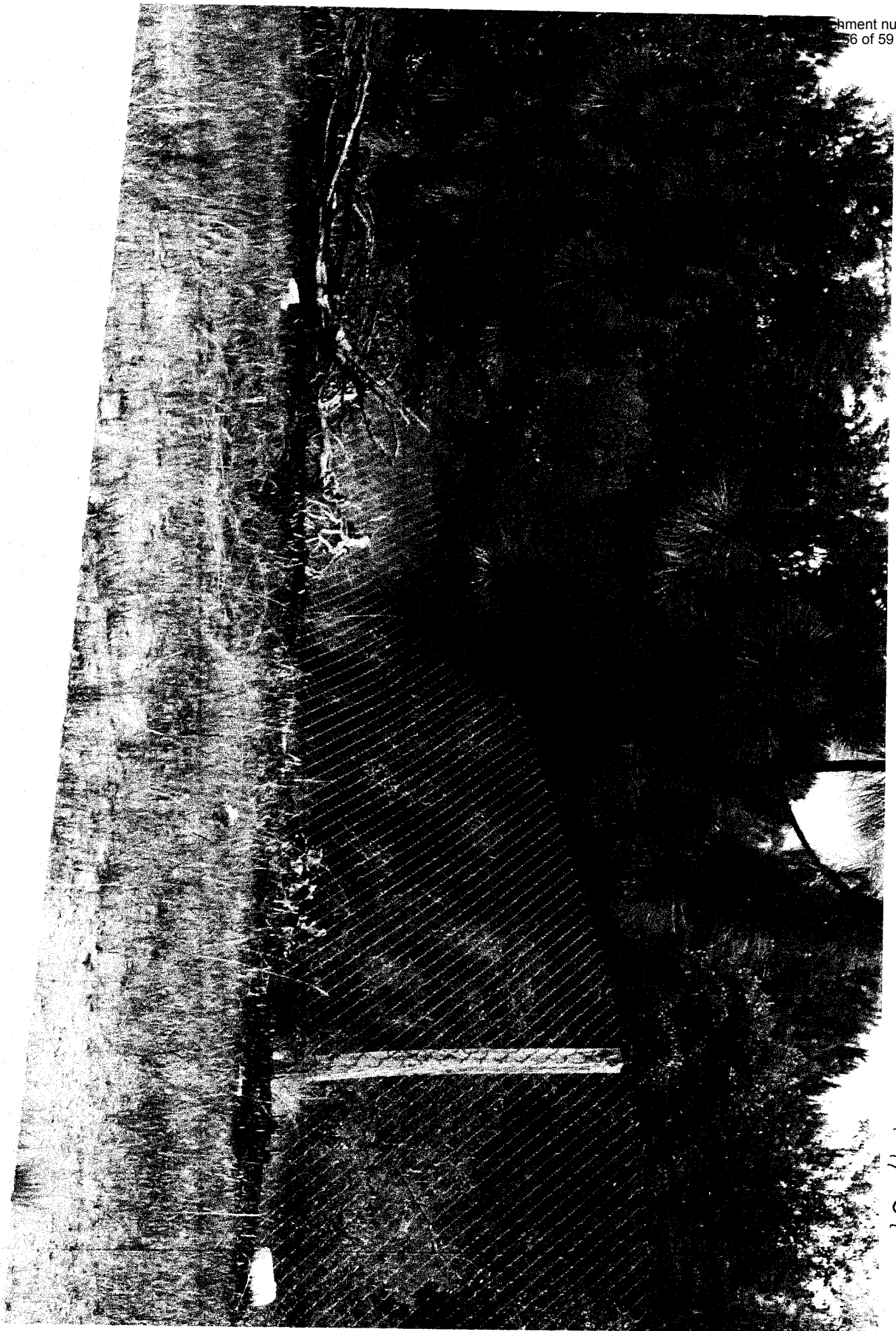


741-87



7-11-07

from
down
face
and
fire



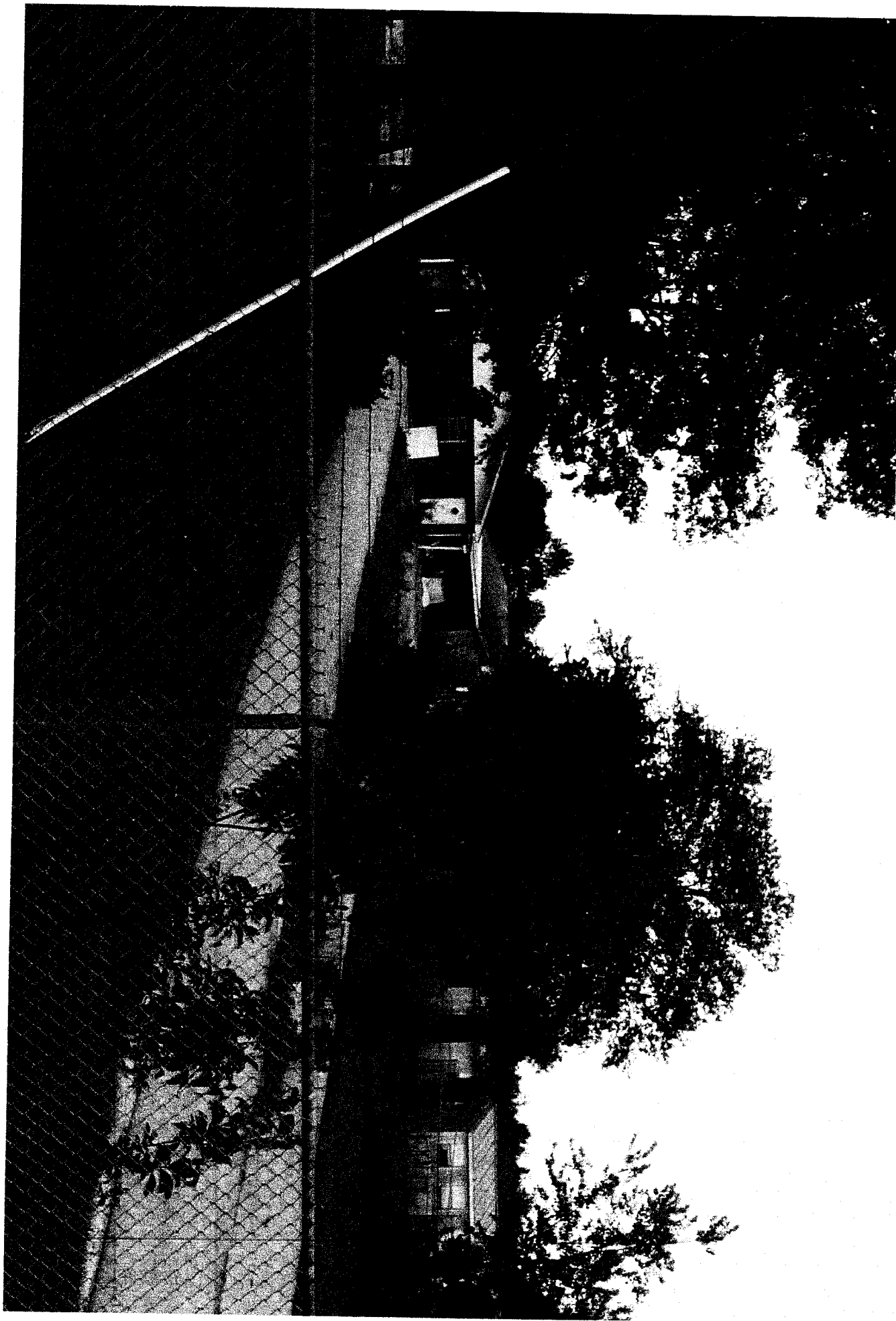
7-11-67

Old Animal Control Shelter 7-11-07



Old Animal Control Shelter

7-11-07





Old Animal Control Shelter
7-11-07



**Engineering Services Committee Meeting
9/10/2007 1:00 PM
Carnes Place Deed of Dedication and Maintenance Agreement**

Department:	Augusta Utilities Department
caption2:	Motion to approve and accept the water and sanitary sewer Deed of Dedication and Maintenance Agreement for Carnes Place
Background:	Carnes Place is located on Meigs Street and was developed by Meigs Street Partners, LLC. Meigs Street Partners, LLC proposes to dedicate these pipelines and systems to Augusta.
Analysis:	The water and sanitary sewer system were inspected and passed. The developer has agreed to maintain the pipelines for a period of eighteen months and to make any necessary repairs during that time.
Financial Impact:	None
Alternatives:	Not approve the Deed of Dedication and Maintenance Agreement.
Recommendation:	Approve and accept the Deed of Dedication and Maintenance Agreement for Carnes Place.
Funds are Available in the Following Accounts:	N/A

REVIEWED AND APPROVED BY:

Finance.

Cover Memo

Item # 3

**Procurement.
Administrator.
Clerk of Commission**

STATE OF GEORGIA
COUNTY OF RICHMOND

MAINTENANCE AGREEMENT
FOR CARNES PLACE (Utility Water & Sewer)

THIS AGREEMENT, entered into this 20th day of AUGUST, 2007, by and between the **Meigs Street Partners, LLC; Carnes Place** hereinafter referred to as the "**DEVELOPER**", and **AUGUSTA, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as the "**CITY**."

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

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

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

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

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

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

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

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

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

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

SIGNED, SEALED, AND DELIVERED DEVELOPER in our presence:

Meigs Street Partners, LLC
Carnes Place



Witness

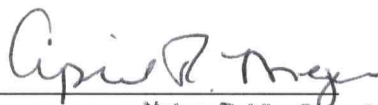
AS it's
General Partner



Braye Boardman

8/20/07

Notary Public



My Commission Expires

Notary Public, Columbia County, Georgia
My Commission Expires Sept. 10, 2007

Accepted By:

Augusta, Georgia

By: _____

As Its Mayor

Attest: _____

Administrator

STATE OF GEORGIA

COUNTY OF RICHMOND

DEED OF DEDICATION
[Utilities only-Private Streets]

WHEREAS, Meigs Street Partners, LLC (“**DEVELOPER**”) owns a tract of land in Richmond County, Georgia known as Carnes Place and in the building of a housing subdivision on said tract, it has laid out a water distribution system and sewerage system, in said subdivision; and

WHEREAS, it is the desire of Meigs Street Partners, LLC, to deed water distribution system, the sanitary sewer and apparatuses to remain private, to **AUGUSTA, GEORGIA**, a political subdivision acting by and through the Augusta-Richmond County Commission for maintenance and control, reserving unto itself the maintenance and control of the storm drainage system and the road and street system; and

WHEREAS, a plat of Carnes Place has been prepared by Cranston Engineering Group, P.C., dated July 02, 2007 and said plat has been recorded in the Office of the Clerk of Superior Court of Richmond County, Georgia in Reel _____, pages _____ and to which reference is hereby made to said plat for a more complete and accurate description as to the land herein described; and

WHEREAS, **AUGUSTA, GEORGIA**, by and through the Augusta-Richmond County Commission, has consented and agreed to accept and maintain said water distribution system and sewerage gravity system. Augusta Utilities Department will not maintain individual force mains and or grinder pumps, they shall remain private.

NOW, THEREFORE, this indenture made this 20th day of AUGUST, 2005 between Meigs Street Partners, LLC hereinafter referred to as the parties of the first part and **AUGUSTA, GEORGIA**, a political subdivision, by and through the Augusta-

Richmond County Commission, hereinafter referred to as the party of the second part,

W I T N E S S E T H:

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

Together with all of the necessary rights of ingress and egress for the purpose of maintaining the described water distribution system and sewerage system. This deed is subject to any utility easements which have been granted in the past and all telephone lines, gas lines, or power lines for the transmission of electricity which has been granted in the past and the Grantor herein reserves an easement over the water distribution system and sewerage system herein conveyed, for the purpose of the maintenance and installation of power lines for the transmission of electricity, telephone lines, and gas lines for the purpose of serving said subdivision and the property adjacent thereto.

Party of the First Part, having elected to maintain the roads and streets as private streets, covenants that he, his heirs, legal representatives, and successors and assigns, shall repair, pave, or replace any private road or street, or any portion thereof, through which Party of the Second Part may excavate or perform other work in connection with repairs, construction, maintenance, or extension of its water distribution system and sewerage system, and shall grant to the Party of the Second Part any necessary easement in connection with such construction or extension.

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

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

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

DEVELOPER: Meigs Street Partners, LLC

Signed, sealed and delivered in

By: [Signature] 8/20/07
Braye Bordman

As its General Partner

Witness By: [Signature] 8-20-07

[Signature]

Notary Public, State of
My Commission Expires Sept. 10, 2007

(SEAL)

Notary Public, Columbia County, Georgia
My Commission Expires Sept. 10, 2007

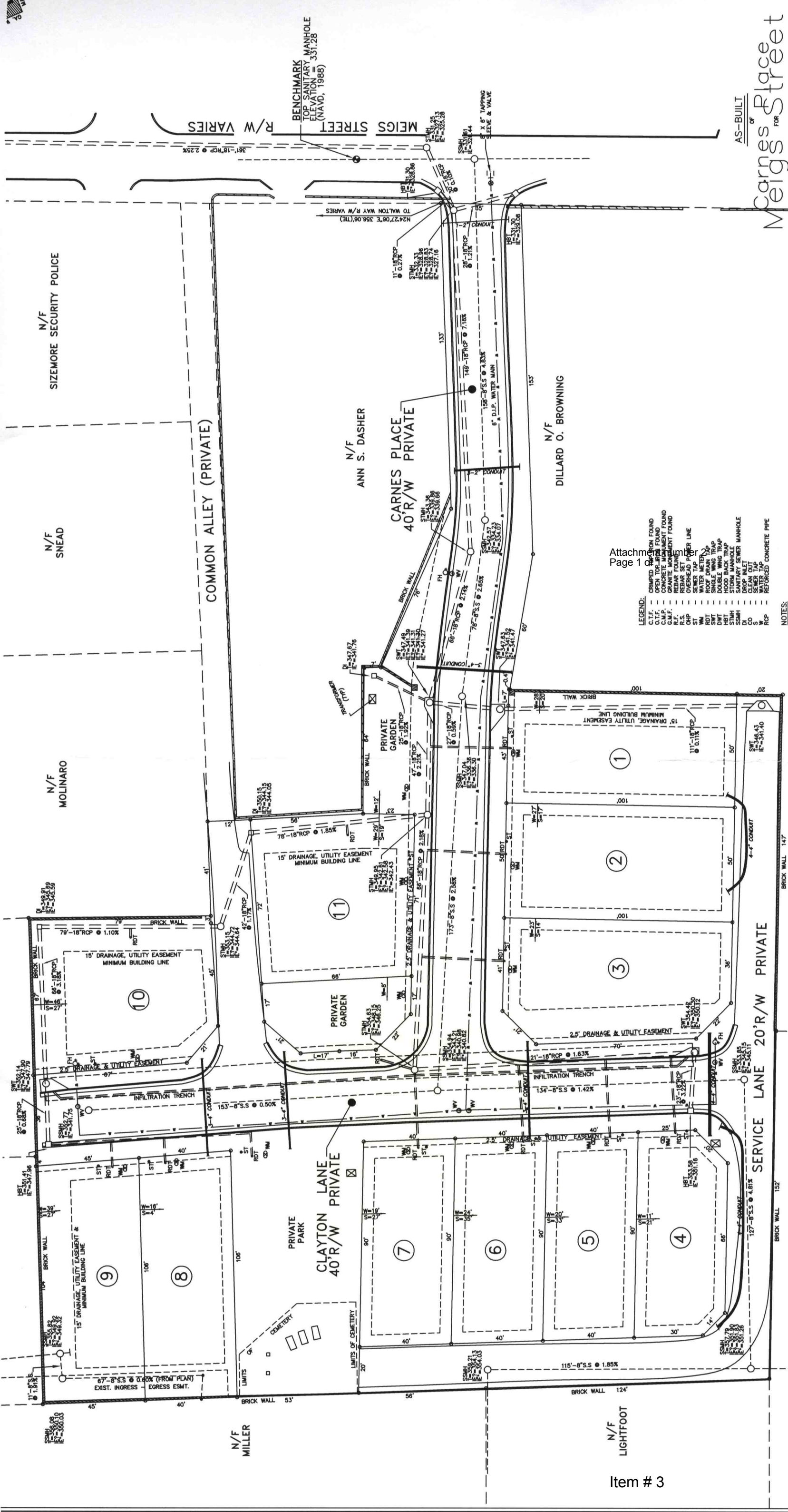
ACCEPTED BY:

AUGUSTA, GEORGIA

By: _____
As its Mayor

Attest: _____
Clerk

(SEAL)



Attachment
Page 1 of 1

- LEGEND:
- C.I.F. - CRIMPED IRON FOUND
 - O.T.F. - OPEN TOP IRON FOUND
 - C.M.F. - CONCRETE MANHOLE FOUND
 - C.M.F. - CONCRETE MANHOLE FOUND
 - R.S. - REBAR SET
 - OHP - OVERHEAD POWER LINE
 - ST - SEWER TAP
 - WT - WATER TAP
 - SWT - WATER METER
 - SWT - SINGLE WING TRAP
 - DWT - DOUBLE WING TRAP
 - SBT - HOOD BACK TRAP
 - SBT - HOOD BACK TRAP
 - SSMH - SANITARY SEWER MANHOLE
 - DI - DROP INLET
 - CO - CLEAN OUT
 - SWT - WATER TAP
 - W - WATER TAP
 - RCP - REINFORCED CONCRETE PIPE

- NOTES:
- #5 REBAR SET AT LOT CORNERS.
 - 5' R/W RADI AT STREET INTERSECTION ARE 20'
 - ALL STREET INTERSECTIONS ARE 90° (UNLESS NOTED BY BEARINGS).
 - A 5' DRAINAGE & UTILITY EASEMENT ON ALL LOT SIDELINES AND A 10' DRAINAGE & UTILITY EASEMENT ON ALL REAR LOT LINES IS REQUIRED (UNLESS OTHERWISE NOTED).
 - ALL NEW EASEMENTS SHALL CONFORM WITH AUGUSTA - RICHMOND COUNTY SUBDIVISION REGULATIONS FOR ALL STREET R/W'S EXTENDED.
 - ALL DIMENSIONS ON CORNERS LOTS ARE TO STREET R/W'S EXTENDED.
 - ACCORDING TO THE FEMA FIRM PANEL NUMBER 130158 0060 E, MAP DATED FEBRUARY 4, 1983, THIS PROPERTY IS NOT LOCATED IN A 100 YEAR FLOOD PLAIN.
 - UTILITY EASEMENTS ARE TO BE CENTERED ON UTILITIES AS CONSTRUCTED.
 - ALL GEORGIA POWER, BELL SOUTH, COMCAST CABLE AND IRRIGATION CONDUIT ARE APPROXIMATE LOCATION AND HAVE NOT BEEN FIELD LOCATED.

- REFERENCES:
- PLAT FOR DOROTHY S. FREEMAN BY BALDWIN & CRANSTON ASSOC. INC. DATED NOVEMBER 1, 1982. LAST REMISED NOVEMBER 15, 1982.
 - PLAT FOR MILLIS IRVIN REALTY CO. BY BILLY BEAZLEY, C.E. DATED MAY 2, 1983. RECORDED IN MAIN BOOK 11, PAGE 425.
 - PLAT FOR DOROTHY S. FREEMAN BY BALDWIN & CRANSTON, ROBERTSON & WHITEHURST DATED OCTOBER 1, 1983 REV. 2/4/94.
 - PLAT FOR BLANCHARD & CALHOUN REAL ESTATE COMPANY BY CRANSTON, ROBERTSON & WHITEHURST, P.C. DATED DECEMBER 28, 2005.

AS-BUILT
OF
Meigs Street

SHOWING A SUBDIVISION OF 11 EXCLUSIVE LOTS LOCATED IN THE 88th. G.A.
AUGUSTA, RICHMOND COUNTY, GEORGIA
SCALE: 1" = 40'
JULY 2, 2007
SCALE IN FEET
PREPARED BY
Cranston Engineering Group, P
ENGINEERS - PLANNERS - SURVEYORS
452 ELLIS STREET, AUGUSTA, GEORGIA 30901
POST OFFICE BOX 2546, AUGUSTA, GEORGIA 30903
TELEPHONE 706-722-1888
FACSIMILE 706-722-1375
miller@cranstonengineering.com



**Engineering Services Committee Meeting
9/10/2007 1:00 PM**

CH2M HILL Contract Supplement to Option Year 1 of Amendment No. 7

Department:	Utilities
caption2:	Authorize a Supplement to Option Year 1 of Amendment No. 7 to the existing Program Management Services Contract with CH2M HILL. The supplement will provide additional Program Management Services for the 2004 Series Bond Capital Improvements Program approved by Commission 02/01/2005.
Background:	CH2M HILL, INC. has been providing Program and Contract Management Services for the Augusta Utilities Department Master Plan 2000 implementation program. To cover additional services needed for the Bond Capital Improvements Program a Supplement to the existing contract Amendment is needed to address major project support in this \$540 million Program. In this Supplement to Option Year 1 of Amendment No. 7 tasks were selected to provide contract management services as well as program management including approximately 30% subcontract services with local and disadvantaged business enterprises. The firms currently furnishing field support services are Khafra Engineering, Inc. (Augusta) and Management Analysis and Utilization (Augusta), others will be added as needed. CH2M HILL, INC. will not furnish design or construction services for the projects funded by this program. The supplement also includes the Initial Capital Improvement Planning for FortGordon if Augusta is selected by the DefenseEnergySupportCenter (DESC) in response to Solicitation SP0600-01-R-0119 for privatization of the water and sewer infrastructure at the FortGordon Army Installation.
Analysis:	Approving this authorization will allow additional services for the 2004 Series Bond Capital Improvements Program to progress in a timely and cost efficient manner. Further, it will enable meeting the initial Fort Gordon privatization requirements if selected.

Financial Impact: Funds for this authorization are available under the Augusta Utilities Department's Bond Capital Improvement Program in the amount of \$4,845,721. The Fort Gordon Initial Planning portions will be reimbursed.

Alternatives: No recommended alternatives.

Recommendation: We recommend the Commission approve authorization of the Supplement to Option Year 1 defined in Amendment No. 7 to the existing contract with CH2M HILL, INC. for additional Program Management Services associated with the 2004 Series Bond Capital Improvements program in the amount of \$4,845,721.

Funds are Available in the Following Accounts: Funds Available in the Following Accounts: The balance of funds in 508043490-5212115, approximately \$214,000, then the remainder from: 511043490-5212115/80390900-5212115 507043490-5212115/80390900-5212115

REVIEWED AND APPROVED BY:

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



**Supplement to Option Year 1 of AMENDMENT 7 to STANDARD AGREEMENT
FOR PROFESSIONAL SERVICES**

This Supplement to Option Year 1 of AMENDMENT 7 to STANDARD AGREEMENT FOR PROFESSIONAL SERVICES is between CH2M HILL INC., and

Augusta, Georgia, acting by and through the Augusta-Richmond County Commission ("OWNER") for a PROJECT generally described as:

Program Management Services For Bond Issue Projects For The Augusta Utilities Department

This Supplement to Option Year 1 of AMENDMENT 7 is to the AGREEMENT between CH2M HILL INC. ("PROGRAM MANAGER"), and The Augusta-Richmond County Commission ("OWNER"), Dated April 6, 1998, for a PROJECT generally described as:

Program Management Services for 2004 Series Bond Issue Projects for the Augusta Utilities Department

The purpose of this AMMENDMENT 7 is as follows: furnish specific services that are in addition to those outlined in AGREEMENT or previous amendments of AGREEMENT.

ARTICLE 1. SCOPE OF SERVICES

PROGRAM MANAGER will perform the Scope of Services set forth in Attachment A.

ARTICLE 2. COMPENSATION

OWNER will compensate PROGRAM MANAGER as set forth in Attachment B.

ARTICLE 3. TERMS OF PAYMENT

No changes.

ARTICLE 4. OBLIGATIONS OF PROGRAM MANAGER

No changes

ARTICLE 5. OBLIGATIONS OF OWNER

No changes

ARTICLE 6. GENERAL LEGAL PROVISIONS

No changes Add: "6.18 Employees. During the term of this Agreement and for a period of one year after Substantial Completion of the Project, neither party shall hire any employee of the other party without the prior written consent of both parties."

ARTICLE 7. ATTACHMENTS, SCHEDULES, AND SIGNATURES

This Supplement to Option Year 1 of AMENDMENT, including its attachments and schedules, constitutes the entire AMENDMENT to AGREEMENT, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties. The following attachments and schedules are hereby made a part of this AGREEMENT:

Attachment A - Scope of Services

Attachment B - Compensation

Attachment C - Key Personnel and Subcontractors

Exhibit 1 – Fort Gordon Support Services

Exhibit 2 - Security and Emergency Response Support Services

IN WITNESS WHEREOF, said parties have hereunto set their seals the day and year written below:

AUGUSTA, GEORGIA (OWNER)

CH2M HILL (PROGRAM MANAGER)

BY: _____

BY: _____

PRINTED NAME: _____

PRINTED NAME: _____

TITLE: _____
Mayor

TITLE: _____

DATE: _____

DATE: _____

ATTACHMENT A - SCOPE OF SERVICES

This attachment is to AMENDMENT 7 to STANDARD AGREEMENT FOR PROFESSIONAL SERVICES between **CH2M HILL, INC.**, ("PROGRAM MANAGER"), and

Augusta, Georgia, acting by and through the Augusta-Richmond County Commission, ("OWNER"), for

a PROJECT generally described as:

Program Management Services for 2004 Series Bond Issue Projects for the Augusta Utilities Department

ARTICLE 1. SCOPE OF SERVICES

PROGRAM MANAGER agrees to furnish OWNER the following specific services:

The PROGRAM MANAGER will assist the OWNER with planning, permitting, and support services related to the bond and other capital improvement projects; and assist in the management of design, bidding, and construction phase services for 2004 Series Capital Improvement Program projects planned to be completed by December 31, 2009. These projects will be designed by various engineering and/or architectural firms (DESIGNERS) selected by the OWNER. Neither the PROGRAM MANAGER nor any of its affiliate companies will furnish design or construction for these projects.

To provide this assistance the PROGRAM MANAGER will function as an extension of OWNER'S staff and will provide a core project team for program management, and supplement the core project team with additional staff, as necessary, to accomplish work which requires additional assistance or specialized technical expertise. The Tasks defining Program Management responsibilities and budgets of the PROGRAM MANAGER in Amendment 7 are revised to also include the following:

Task 2 - Design Phase Services

2.2: The PROGRAM MANAGER as requested by the OWNER, will continue to provide technical oversight, review, and SPECIALIZED CONSULTING on selected projects and technical issues listed below:

2.2.1 FORT GORDON PRIVATIZATION: Support the OWNER in the development, preparation and submittal of proposal for the Defense Energy Support Center (DESC) Solicitation SP0600-01-R-0119 for privatization of the water and sewer infrastructure at Fort Gordon Army Installation, Georgia. This includes coordination and preparations for Face to Face Negotiations and final proposal and contract development. (Additional Budget = \$189,500)

2.2.2 FORT GORDON INITIAL CAPITAL IMPROVEMENT PLANNING: If the OWNER is selected by the Defense Energy Support Center (DESC) in response to Solicitation SP0600-01-R-0119 for privatization of the water and sewer infrastructure at Fort Gordon Army Installation, Georgia the PROGRAM MANAGER will assist the OWNER with Water and Wastewater Systems Assessment and Analysis the development of a Fort Gordon Water and Wastewater System Master Plan. See details in Exhibit 1. (Additional Budget = \$1,611,000)

2.2.3 SECURITY ASSESSMENT: PROGRAM MANAGER will complete a comprehensive security assessment for OWNER's water and wastewater assets, including treatment plants and conveyance system infrastructure. The assessment will be completed based primarily on DHS protocols and guidance for critical infrastructure. The assessment will include current status of previous Vulnerability Assessment (VA) recommendations and subsequent implementation. Recommendations to reduce

risk through future security upgrades, protocol/practice adjustments, and other measures will be provided for each asset or group of assets. See details in Exhibit 2. (Additional Budget: \$180,000)

2.2.4 CONTINUITY OF OPERATIONS/CONTINUITY OF GOVERNMENT (COOP/COG) PLAN: PROGRAM MANAGER will assist OWNER with development and implementation of a COOP/COG Plan following DHS/FEMA Office of National Security Coordination assessment and planning guidance. The COOP/COG Plan will be prepared in accordance with direction from Presidential Decision Directive 67 and subsequent implementing guidance in Federal Preparedness Circular 65, dated June 15, 2004. The Plan will also be consistent with the National Response Plan (NRP) and requirements associated with the National Incident Management System (NIMS). See details in Exhibit 2 (Additional Budget: \$220,000)

2.2.5 EMERGENCY RESPONSE PLAN (ERP) UPDATE: PROGRAM MANAGER will assist OWNER with updating the current water and wastewater ERP dated February 2006. The ERP will be streamlined to include response-specific information based on likely scenarios. The ERP will not include COOP/COP redundant information. Specific protocols will be developed for the ERP based on recommendations provided in the November 2005 After-Action Report. See details in Exhibit 2 (Additional Budget: \$80,000)

2.2.6 EMERGENCY RESPONSE EXERCISES AND TRAINING: Two response exercises (one tabletop and one functional) will be facilitated by PROGRAM MANAGER with OWNER. The exercises will be coordinated with ARC EMA and other applicable local entities. Potential scenarios include flooding, power outage, water shortage, and criminal acts. An After-Action Report will be provided to document exercise implementation and lessons learned.

COOP/COP and ERP Awareness Training will be provided for all OWNER employees during multiple sessions. Each session will be approximately 2 hours long and cover critical elements of the COOP/COP and updated ERP.

ERP and COOP/COP Training for the OWNER Emergency Response Team (ERT) will be provided and coordinated with the ARC EMA following DHS and NIMS guidelines. ERT training will focus on executing roles and responsibilities before, during, and after an incident. Training will last approximately 4 hours and incorporate critical elements of the COOP/COP and updated ERP, as applicable. Task Deliverable: After-Action Report, Awareness Training, ERT Training. See details in Exhibit 2 (Additional Budget: \$90,000)

Task 3 - Construction Phase Services

3.2: As requested by the OWNER, the PROGRAM MANAGER will provide additional support to administer major construction contracts on behalf of the OWNER with input from the DESIGNER. The PROGRAM MANAGER will conduct the pre-construction meeting, conduct periodic project meetings and coordination meetings with the CONTRACTOR, OWNER, regulatory agencies, and other appropriate parties as necessary; and make periodic construction site visits to assess the progress and status of the work. The PROGRAM MANAGER will prepare monthly contract status reports; prepare correspondence with program entities; maintain program files and records; assist with the preparation and negotiation of contract modifications; and provide overall management and tracking of submittals. (Additional Budget = \$785,000)

3.4: As requested by the OWNER, the PROGRAM MANAGER will provide additional Resident Observation staff to supplement the Resident Observers provided by the OWNER. Duties of such Resident Inspection staff will include routine inspection of work quality and progress; an assessment as to whether the work conforms to the requirements of the contract documents; maintenance of a daily diary; documentation of deviations from the contract documents that will need to be reflected in the record drawings; verification of field and installation conflicts identified by the CONTRACTOR; assistance in problem resolution; final inspection and project close-out, and other field verification as required. (Additional Budget = \$995,000)

Task 4 - Start-up and Training

4.2: The PROGRAM MANAGER will provide twelve additional months of the Supervisory Level Training for Augusta Utilities Department entire staff of supervisors and employees preparing for supervisory roles to strengthen the departments' management capabilities. (Additional Budget = \$250,000)

Task 5.5 - Additional and Special Services

The PROGRAM MANAGER will continue to provide NPDES Construction Stormwater Permit Compliance monitoring services for the OWNER Program construction projects. (Additional Budget = \$370,000)

The PROGRAM MANAGER will provide services to assist in seeking additional funding for the OWNER's Program construction projects and interim financing for the Fort Gordon implementation if needed. (Additional Budget = \$75,000)

ATTACHMENT B - COMPENSATION

ARTICLE 2. COMPENSATION

Compensation by OWNER to PROGRAM MANAGER will be as follows:

A. COST REIMBURSABLE-PER DIEM (TIME AND EXPENSE)

No Changes

B. BUDGET

A budgetary amount of \$4,846,400 (Four Million, Eight Hundred forty-six Thousand Four Hundred Dollars), excluding taxes, is hereby established for the Supplement to Option Year 1 of Amendment 7 additional services defined in Attachment A. The budget amount for any additional services not listed in ARTICLE 1 will be established by further amendment to this AGREEMENT.

PROGRAM MANAGER will make reasonable efforts to complete the work within the budget and will keep OWNER informed of progress toward that end so that the budget or work effort can be adjusted if found necessary.

PROGRAM MANAGER is not obligated to incur costs beyond the indicated budgets, as may be adjusted, nor is OWNER obligated to pay PROGRAM MANAGER beyond these limits.

C. PER DIEM RATES

No Changes

D. DIRECT EXPENSES

No Changes

E. DIRECT EXPENSES

No Changes

**ATTACHMENT C -
LISTING OF KEY PERSONNEL AND SUBCONTRACTING**

KEY PERSONNEL

PROGRAM MANAGER shall provide qualified personnel to perform its work. The list of key personnel below will not change or be reassigned without the written approval of the OWNER. Those key personnel committed for this work are as follows:

Lawrence (Larry) R. Scott	Program Manager
George R. (Bob) Davis	Construction Manager
Anthony (Tony) R. Johnson	Small Business Liaison
James (Jim) W. Rush	Lead Program Project Engineer

SUBCONTRACTING

The PROGRAM MANAGER shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without the OWNER's prior written approval of the subcontractor. The OWNER will not approve any subcontractor for work covered by this Agreement that has not been recommended for approval by the PROGRAM MANAGER.

All subcontracts in the amount of \$5,000 or more shall include, where possible, the provisions set forth in this Agreement.

EXHIBIT 1 - FORT GORDON SUPPORT SERVICES

Summary of key elements:

Task Duration: 12 months

WATER SYSTEM CONDITION ASSESSMENT.

PROGRAM MANAGER will establish a condition assessment program to define the system in terms of age, functional state and condition, and to prioritize maintenance and system upgrades. These assessments provide the necessary data to run the rehabilitation assessment model and the water system hydraulic model. The rehabilitation assessment model will identify cyclical replacement schedules for facilities that have nearly reached the end of their useful lives, and will prioritize these facilities for near-term renewal.

WATER SYSTEM CAPACITY ANALYSIS

The water distribution system hydraulic model will be created with the inventory data and used to model the flows in the water distribution system. All electronic input files (inventory, system water demands, fire flows, etc.) will either be used from existing water system hydraulic model (if one exists) or the files will be built based on water demand, inventory, and fire flow data. The model input files shall be updated based upon the new inventory and GPS/GIS data for all main water pipes that are 6-inch diameter and larger.

DEVELOP WATER SYSTEM MASTER PLAN AND ENVIRONMENTAL COMPLIANCE PLAN

The plan we will develop for Fort Gordon will enable it to cost-effectively address anticipated growth and O&M concerns. A secondary objective of this project will be to create a Master Plan that proactively addresses regulatory concerns and storage requirements. The output of the Master Plan will be a prioritized list of capital upgrades and renewal and replacement projects that will be used in the first Annual Capital Upgrades and Renewals and Replacements Plan.

WASTEWATER SYSTEM CONDITION ASSESSMENT

PROGRAM MANAGER will establish a condition assessment program to define the system in terms of age, functional state and condition, and to prioritize maintenance and system upgrades. These assessments provide the necessary data to run the rehabilitation assessment model and the sewer system hydraulic model. The rehabilitation assessment model will identify cyclical replacement schedules for facilities that have nearly reached the end of their useful lives, and will prioritize these facilities for near-term renewal.

Condition Assessment will include closed circuit television (CCTV) inspection of main line and sewer laterals, and manhole inspection, as discussed in the following paragraphs. A deficiency analysis report will be generated upon completion of the inventory, condition assessment studies, and assessment of the future wastewater system requirements for Fort Gordon. The report will provide the condition assessment results and analyze and identify deficiencies in system capacity, compliance, efficiency, and reliability. These deficiencies then will be used to develop the first Annual Capital Upgrades and Renewals and Replacements Plan.

SEWER SYSTEM CAPACITY ANALYSIS

A sewer system hydraulic model will be constructed and used to model the flows in the wastewater collection system. Creating the sewer system hydraulic model will include surveying the sewer system, developing sewer system inventory and GIS, performing flow monitoring, and building the hydraulic model.

DEVELOP WASTEWATER SYSTEM MASTER PLAN

The plan we will develop for Fort Gordon will enable it to cost-effectively address anticipated growth and O&M concerns. A secondary objective of this project will be to create a Master Plan that

proactively addresses regulatory concerns, such as the System Evaluation and Capacity Assurance requirements of the forthcoming EPA's CMOM regulation. The output of the Master Plan will be a prioritized list of capital upgrades and renewal and replacement projects that will be used in the Annual Capital Upgrades and Renewals and Replacements Plan.

Fort Gordon's existing facilities require review and evaluation to determine improvements and system modifications that will be required in the future to accommodate planned development, optimize system performance, and maximize operational efficiencies.

EXHIBIT 2 - SECURITY AND EMERGENCY RESPONSE SUPPORT SERVICES

Summary of key elements:

SECURITY ASSESSMENT

PROGRAM MANAGER will complete a comprehensive security assessment for AUD's water and wastewater assets, including treatment plants and conveyance system infrastructure. The assessment will be completed based primarily on DHS protocols and guidance for critical infrastructure. The assessment will include current status of previous Vulnerability Assessment (VA) recommendations and subsequent implementation. Updated facility maps for evacuation and other security purposes will be included in the assessment. Each asset, or group of assets, will receive a score and rank based on measures of risk and consequence established by AUD management and community-based needs. Input will be solicited from ARC EMA and AUD's critical customers. Profiles of critical customer needs and resources will be developed to facilitate decision making for potential security upgrades. Recommendations to reduce risk through future security upgrades, protocol/practice adjustments, and other measures will be provided for each asset or group of assets.

Task Deliverable: Security Assessment Report (Draft and Final)

Task Duration: 8 months

CONTINUITY OF OPERATIONS/CONTINUITY OF GOVERNMENT (COOP/COG) PLAN

PROGRAM MANAGER will assist AUD with development and implementation of a COOP/COG Plan following DHS/FEMA Office of National Security Coordination assessment and planning guidance. The COOP/COG Plan will be prepared in accordance with direction from Presidential Decision Directive 67 and subsequent implementing guidance in Federal Preparedness Circular 65, dated June 15, 2004. The Plan will also be consistent with the National Response Plan (NRP) and requirements associated with the National Incident Management System (NIMS).

COOP/COG planning is an effort to assure that the capability exists to continue essential agency functions throughout any potential emergency. The COOP/COG Plan will establish AUD policy and guidance to ensure the execution of mission-essential functions and to direct the relocation of personnel and resources to an alternate facility capable of supporting operations. The Plan will outline procedures for alerting, notifying, activating, and deploying personnel per the AUD ERP; identifying the mission-critical functions; establishing an alternate facility; and identifying personnel with authority and knowledge of these functions. Management of human capital, equipment, resources, systems, and interoperable communications will be addressed. In addition, procedures for maintaining readiness, implementing and maintaining the Plan, and "drive-away" kits for use by AUD staff will be included in the Plan.

Task Deliverable: COOP/COG Plan (Draft and Final)

Task Duration: 10 months

EMERGENCY RESPONSE PLAN (ERP) UPDATE

PROGRAM MANAGER will assist AUD with updating the current water and wastewater ERP dated February 2006. The ERP will be streamlined to include response-specific information based on likely scenarios. The ERP will not include COOP/COP redundant information. Specific protocols will be developed for the ERP based on recommendations provided in the November 2005 After-Action Report.

Other required plans such as the Risk Management Plan (RMP) and Process Safety Management Plan (PSMP) will be included in the ERP by content and/or as stand alone appendices. Informational updates provided by AUD for these ancillary plans will be incorporated, as applicable. Input from the

ARC-EMA and critical customers will be solicited for the ERP update. Profiles of critical customer needs and resources developed during the Security Assessment will be included in the ERP appendices. AUD's emergency response pocket guide will also be updated based on the ERP and provided for distribution to AUD staff.

Task Deliverable: Updated ERP (Draft and Final)

Task Duration: 6 months

EMERGENCY RESPONSE EXERCISES AND TRAINING

Two response exercises (one tabletop and one functional) will be facilitated by PROGRAM MANAGER with AUD. The exercises will be coordinated with ARC EMA and other applicable local entities. Potential scenarios include flooding, power outage, water shortage, and criminal acts. An After-Action Report will be provided to document exercise implementation and lessons learned.

COOP/COP and ERP Awareness Training will be provided for all AUD employees during multiple sessions. Each session will be approximately 2 hours long and cover critical elements of the COOP/COP and updated ERP.

ERP and COOP/COP Training for the AUD Emergency Response Team (ERT) will be provided and coordinated with the ARC EMA following DHS and NIMS guidelines. ERT training will focus on executing roles and responsibilities before, during, and after an incident. Training will last approximately 4 hours and incorporate critical elements of the COOP/COP and updated ERP, as applicable.

Task Deliverable: After-Action Report, Awareness Training, ERT Training

Task Duration: 6 months (after completion of the COOP/COP and ERP update)



**Engineering Services Committee Meeting
9/10/2007 1:00 PM
Condemnation - Martin**

Department: County Attorney - Stephen E. Shepard, Attorney

caption2: Motion for authorization to condemn a portion of property #051-0-052-00-0 3968 Scott Street, which is owned by Keisha B. Martin, for 1,435 square feet of right-of-way and 2,877 square feet of temporary construction easement. PW Project: Belair Hills Subdivision Improvement Project.

Background: The appraised value of the easement is \$1,378.00. Due to the property owner's refusal to negotiate, 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

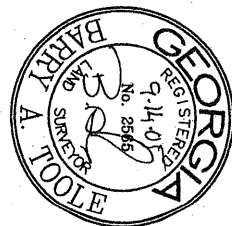
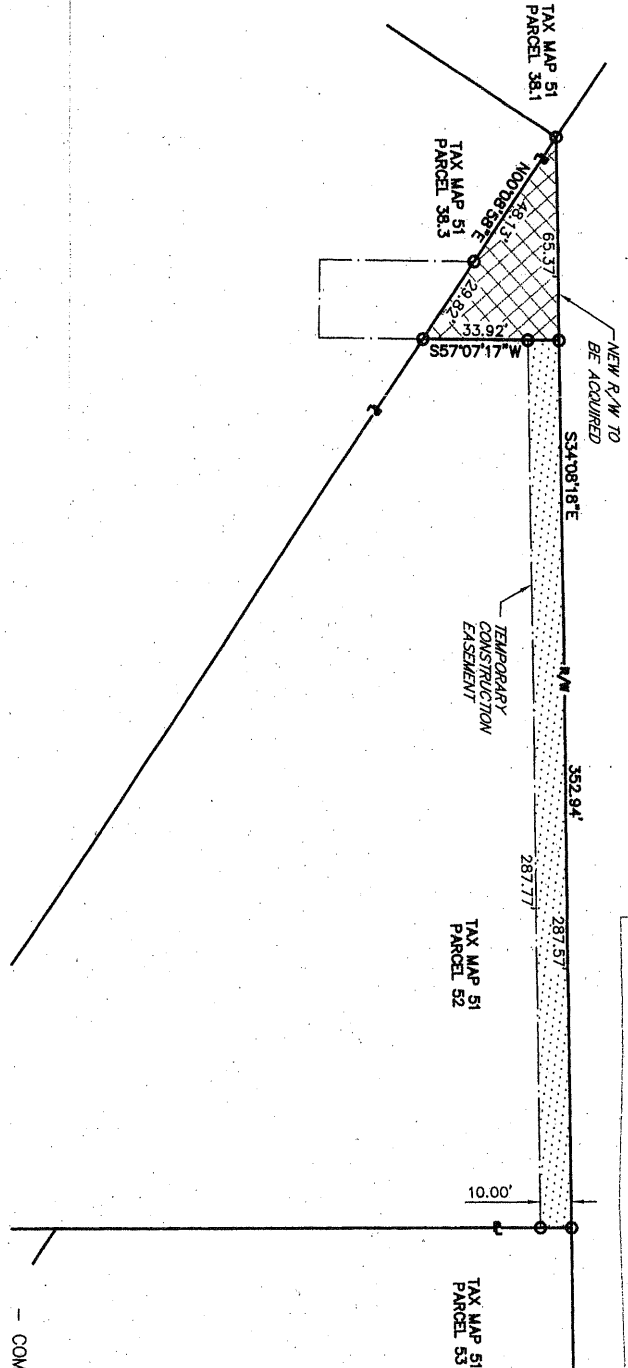
REVIEWED AND APPROVED BY:

**Administrator.
Clerk of Commission**

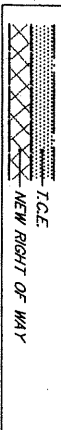
PROPERTIES INFORMATION:

OWNER	TAX MAP	PARCEL	T.C.E. TO BE ACQUIRED	R/W TO BE ACQUIRED
N/E VALERIE L. JENKINS	51	52	2,877 SQ. FT., 0.07 ACRES	1,435 SQ. FT., 0.03 ACRES

SCOTT STREET 60' R/W



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

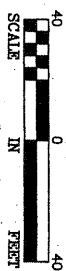


-- COMPILED EASEMENT MAP FOR --

AUGUSTA-RICHMOND COUNTY COMMISSION

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

RICHMOND COUNTY, GEORGIA



1" = 40'

JULY 22, 2005
9/13/05 MISCELLANEOUS CHANGES



W. R. Toole Engineers, Inc.

348 Greene Street—Phone (706) 722-4114—Augusta, Georgia 30901

Job # 03062P DMC

SHEET #20

Item # 5



**Engineering Services Committee Meeting
9/10/2007 1:00 PM
Condemnation - Pratt-Dudley**

Department: County Attorney - Stephen E. Shepard, Attorney

caption2: Motion to authorize condemnation of a portion of property #055-1-032-00-0 1902 Sibley Road, which is owned by Pratt-Dudley Builders Supply Co., for 18,080 square feet of Temporary easement and 17,362 square feet of permanent easement. AUD Project: 630 Water Main, Phase 2.

Background: The appraised value of the easement is \$5245.00. Due to unsuccessful negotiations with the property owners, 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 511043410-5411120 J/L 80310151-5411120

REVIEWED AND APPROVED BY:

**Administrator.
Clerk of Commission**

(VARIES)

POOL

CSX RAILROAD
(132' R/W)

PROPOSED AIR
RELEASE VALVE

PROPOSED WATER MAIN

Item # 6

N/F PRATT DUDLEY BUILDERS SUPPLY
055-1-032-00-0

TEMPORARY
CONSTRUCTION EASEMENT
AREA = 17543m² ±

PERMANENT UTILITY
DRAINAGE & ACCESS EASEMENT
AREA = 17362m² ±

TEMPORARY
CONSTRUCTION EASEMENT
AREA = 537m² ±

N/F COLLINS AWE D
055-1-036-00-0

N/F HUNNACUTT
ROBERT L
055-1-033-00-0

N/F LONG
PATRICIA SHAWNE
055-1-034-00-0

N/F GIBSON
TRAVIS C
055-1-035-00-0

N/F VAKOC AWE V
055-1-037-00-0

N/F MANESS
MIRILE F
055-1-038-00-0

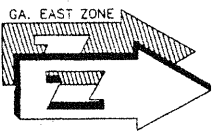
N/F KTLER LUCILLE
055-1-039-00-0

N/F PRA
BULL
055-2-

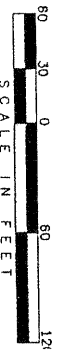
THE EXISTENCE, ABSENCE, LOCATIONS, AND DEPTHS OF UTILITIES AND UNDERGROUND
ITEMS HAVE BEEN DETERMINED BY ORDINARY SURVEYING METHODS FROM FIELD
OBSERVATIONS AND FROM INFORMATION FURNISHED BY THE UTILITY COMPANIES, AND
ARE NOT GUARANTEED.

SUMMARY TABLE

PERMANENT EASEMENT AREA =	17362m ² ±
TEMPORARY EASEMENT AREA =	18060m ² ±
	0.42 AC ±



SCALE: 1" = 60'

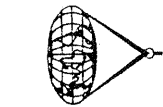


AUGUSTA UTILITY

SHOWING PROPOSED UTILITY EASEMENT ON A PORTION
TAX MAP 055-1-032-00-0 LOCATED ON THE 89th
AUGUSTA, RICHMOND COUNTY, GEOR

COMPILED EASEMENT MAP FOR

Cranston Engineering Group
ENGINEERS - PLANNERS - SURVEY
462 ELLIS STREET, AUGUSTA, GEORGIA 30601
POST OFFICE BOX 2546, AUGUSTA, GEORGIA 306
TELEPHONE 706-722-1568
FACSIMILE 706-729-8278



IF INFORMATION SHOWN HEREON WAS TAKEN FROM THE REFERENCES
OR COMPUTED THEREFROM, LIMITED FIELD SURVEYS HAVE BEEN
TAKEN BY CRANSTON ENGINEERING GROUP, P.C. TO VERIFY THE
IONS AND AREA.
UTILITY EASEMENT IS TO BE CENTERED ON PIPE AS CONSTRUCTED.

REVISIONS:
REFERENCE PLAT BY NISBET WINFIELD, DATED SEPTEMBER 1920
JANUARY L. THOMPSON.



**Engineering Services Committee Meeting
9/10/2007 1:00 PM
Condemnation - Thompson**

Department: County Attorney - Stephen E. Shepard, Attorney

caption2: Motion to authorize condemnation of a portion of property #066-0-003-00-0 3883 Grape Avenue, which is owned by Mary Elizabeth Thompson, for 600 square feet of Temporary Construction Easement. PW Project: Belair Hill Subdivision Improvement Project.

Background: The appraised value of the easement is \$48.00. Negotiations began with the owner in August of 2005 and have still not come to a close. Therefore, continued negotiations are not timely and it is necessary to pursue condemnation.

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

Financial Impact: The necessary costs will be covered be 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

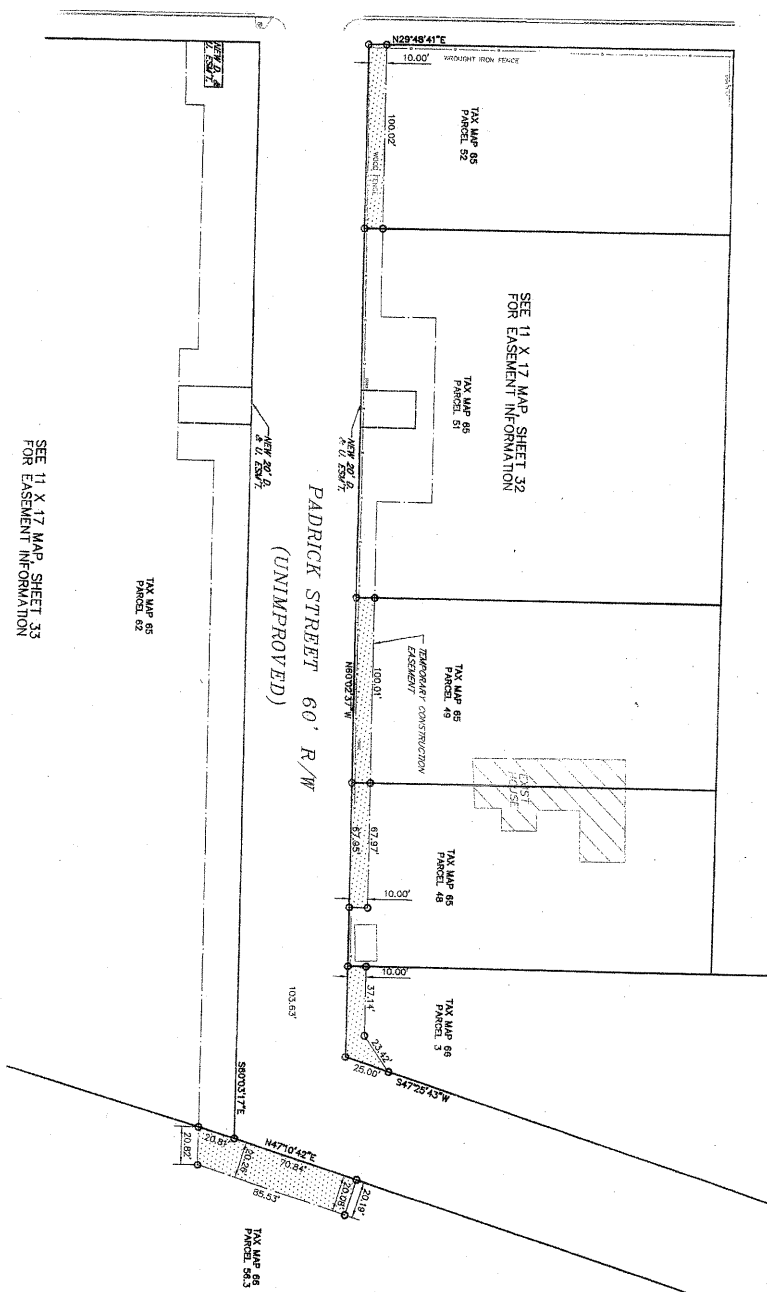
REVIEWED AND APPROVED BY:

**Administrator.
Clerk of Commission**



MATCHLINE SHEET 19

FLAGLER ROAD 60' R/W



SEE 11 X 17 MAP, SHEET 33
FOR EASEMENT INFORMATION

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

[illegible]



**Engineering Services Committee Meeting
9/10/2007 1:00 PM
Engineering Study**

Department: Clerk of Commission

caption2: Discuss expanding of the engineering study from Broad Street to Ellis Street/12th Street to 7th Street. (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
9/10/2007 1:00 PM**

**James B. Messerly Water Pollution Control Plant Construction Manager at Risk Contract with
Parsons Water and Infrastructure, Inc.**

Department: Utilities

caption2: Authorize award and execution of a contract amendment to the Construction Management at Risk Contract with Parsons Water and Infrastructure for the construction of the James B. Messerly WPCP Master Plan Implementation Phase 1 Project in the amount of \$69,912,033.

Background: The Augusta-Richmond County Commission, in their meeting on March 6, 2007, approved a Preconstruction Services Agreement with Parsons Water & Infrastructure, Inc., acting as our Construction Manager at Risk for the Messerly Improvements Project, to develop a Guaranteed Maximum Price (GMP) for the major construction phase of the project. Since that time we have been working closely with Parsons to refine the project design to ensure that we are receiving the best value for our construction dollars. This process has also resulted in negotiation of a reasonable cost for Parsons to act as our construction manager at risk for the construction phase.

Analysis: The Messerly plant is an older facility that has been upgraded and modified several times. The site contains a considerable amount of underground piping and structures and working space is limited in several areas. Making tie-ins to existing piping while the plant remains in operation will require a contractor who is experienced in this type of complex construction and requires a delivery approach that promotes teamwork and coordination with operations personnel. A contractor with the experience of working in older facilities, scheduling deliveries of critical components, and selecting subcontractors who specialize in this type of work is essential. Parsons has demonstrated their willingness and ability to function well in the team environment that will be essential to the timely and successful completion of this

project. We have reviewed the GMP submitted and we believe that it represents a fair cost of work and management expense for this project. Attached is a copy of our recommended contract documents that represent the result of our negotiations with Parsons on this project. These documents have been reviewed and approved by Augusta's attorney.

Financial Impact: \$69,912,033 from Utilities Department Capital Improvement Funds

Alternatives: 1) Accept the GMP as presented; 2) Reject the GMP and proceed with this project under a traditional design-bid-build approach.

Recommendation: Accept the GMP as presented and authorize the Mayor to execute the contract documents with Parsons Water & Infrastructure, Inc. for Construction Manager at Risk services with a GMP of \$69,912,033.

Funds are Available in the Following Accounts: Funding from Various Accounts: 507043420-5425210/80280130-5425210 509043420-5425210/80280130-5425210 510043420-5425210/80280130-5425210 511043420-5425210/80280130-5425210

REVIEWED AND APPROVED BY:

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

PARSONS

5390 Triangle Parkway, Suite 100 • Norcross, Georgia 30092 • (770) 446-4900 • Fax: (770) 446-4910 • www.parsons.com

August 30, 2007

Augusta Utilities Department
Attn: Allen Saxon, Assistant Director
Suite 180
360 Bay Street
Augusta, Georgia 30901

Subject: Guaranteed Maximum Price (GMP) for RFQ 05-111 Construction Management
@ Risk; JB Messerly WPCP Master Plan Implementation, Phase 1

Dear Allen:

Parsons Water & Infrastructure, Inc and our project team members appreciate the opportunity to propose our Guaranteed Maximum Price (GMP) for services related to the Construction Management at Risk Services for the J.B. Messerly Water Pollution Control Plant (WPCP), Master Plan Implementations Phase 1 Project. Partnering with Augusta, we have solicited prices from previous bidders and incorporated the evaluated best value prices into the GMP. The Parsons GMP includes the general conditions, allowances, contingencies and hard dollar construction cost.

Our GMP for completing the referenced project is \$69,912,033. We appreciate the opportunity to expand on our existing working relationship and partner with you, your Bond Program Manager and your Engineer to produce a successful project. If you have any questions, please feel free to contact myself or Bobby Strickland.

Best regards,

PARSONS



Talal Sadaka, P.E.,
Vice President

cc: Clifford Carey, CH2MHill
Bobby Strickland, Parsons PM
Teresa Crisp, Parsons CSM



**Agreement Between
OWNER and Construction Manager At Risk**

AGREEMENT

Made this day of in the year of Two Thousand and

BETWEEN The OWNER: Augusta, Georgia

And the Construction Manager (hereinafter referred to as the "CM"): PARSONS WATER &
INFRASTRUCTURE INC.

For Construction Management At Risk Services pursuant to a Guaranteed Maximum Price in connection with
the Project known as: JB MESSERLY WATER POLLUTION CONTROL PLANT 2003 MASTER PLAN
IMPLEMENTATION PHASE I
CONTRACT TWO (80130)

As further described in Article 3:

The OWNER and CM, in consideration of their mutual covenants herein, agree as set forth below:

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Article:

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ARTICLE 1 RELATIONSHIP OF THE PARTIES

1.1 OWNER and Construction Manager

The CM and the OWNER shall perform as stated in this Agreement and each accepts the relationship between them that is established by this Agreement.

1.1 Standard of Care

The CM covenants with the OWNER to furnish its skill and judgment in constructing this Project with due care in accordance with applicable federal, state, and local laws and regulations that are in effect on the date of this Agreement first written above.

1.2 OWNER, Program Manager and Designer

The OWNER has contracted separately with CH2M HILL, Inc. for Program Management services and Messerly Design Group, LLC to provide engineering design for the Project. The Project is defined in Article 2 of this Agreement.

1.3 OWNER and Subcontractors

The CM is to contract directly with such Subcontractors as may be necessary for construction or supply of the Project. All such contracts shall be issued consistent with the applicable provisions of this Agreement.

1.4 Relationship of the CM to the ENGINEER and Other Project Participants

In providing construction management services described in this Agreement, the CM shall endeavor to maintain a working relationship with the ENGINEER and PROGRAM MANAGER. The ENGINEER is solely responsible for the Project design and shall perform in accordance with the ENGINEER agreement with the OWNER and nothing in this Agreement shall be construed to mean that the CM is responsible for the design of the Project or that the CM assumes any of the contractual or customary duties of the ENGINEER or any other persons or parties not specified by this Agreement.

1.5 Plant Operations CM's services will be coordinated in a manner which will not adversely affect the OWNER's ability to maintain ongoing operations and to minimize interference throughout the course of this Agreement. OWNER will assist CM in identifying specific operational needs, permitting restraints, applicable law requirements, site conditions, and providing other information applicable to plant operations, and will cooperate with CM in the implementation of the plans for the sequencing of construction. In the event operations will be changed in a manner that will interfere with CM's planned performance, the OWNER will

give the CM advanced notice of the change and will work with the CM to minimize the effect on the construction.

1.6 Equal Opportunity Employer. CM warrants that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal employment opportunity. Neither CM nor any of its contractors shall discriminate in the employment of any person because of race, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, or age, unless based upon a bona fide occupational qualification pursuant to State or Federal law.

ARTICLE 2 PROJECT DEFINITIONS

2.1 Definitions.

Terms used in this Agreement and Contract Documents shall have the meaning as set forth in this Section, which are applicable to both the singular and plural thereof:

Addenda - Any changes, revisions or clarifications of the Contract Documents which have been duly issued by OWNER or CM to prospective Bidders prior to the time of opening of Bids.

Agreement – This written instrument between OWNER and CM covering the Work to be performed. Along with the Exhibits, General Conditions, Supplemental General Conditions and other Contract Documents, they represent the entire and integrated agreement between the Parties and supersede prior negotiations, representation or agreements, either written or oral.

Allowance - For the purposes of the GMP and the Contract Documents, "Allowance" shall mean a stated requirement of the Contract Documents and or the GMP Proposal whereby a specified sum of money is incorporated, or allowed, into the GMP in order to sustain the cost of a stipulated material, piece of equipment, or other cost of the construction work. Allowances are to cover "known" but unquantifiable items covered in the GMP as provided herein or the GMP Proposal.

Amendment – A written modification of the Contract Documents, agreed to and signed by OWNER and CM on or after the Effective Date of the Agreement.

Application for Payment -The form accepted by PROGRAM MANAGER which is to be used by CM in requesting progress or final payments and which is to include such supporting documentation as reasonably required by OWNER and/or PROGRAM MANAGER.

AUD – The Augusta Utilities Department acting for and on behalf of the OWNER.

Bid – The offer or proposal of the bidder submitted on the prescribed form setting forth the price(s) for the Work to be performed.

Bonds – Bid, performance and payment bonds and other instruments of security furnished by CM and its Surety in accordance with the Contract Documents.

CM or CONSTRUCTION MANAGER – Construction Manager furnishing Construction Management At Risk

Services, PARSONS WATER & INFRASTRUCTURE INC.

Change Order – A document recommended for approval by ENGINEER and PROGRAM MANAGER and then mutually agreed upon by CM and OWNER that authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time, issued after the Effective Date of the Agreement.

Contract Documents – The Agreement and all Drawings, Specifications, Plans, Technical Reports and Drawings of subsurface and physical conditions and the OWNER's and ENGINEER'S written interpretations and clarifications issued, addenda, amendments, other contract modifications, or other documentation incorporated into any of them, the Cost Estimate used to develop the GMP; all bid packages (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the Notice to Proceed); the Schedule; other documents listed in this Agreement; Certificates of Insurance; Notice to Proceed; modifications and Change Orders issued after execution of this Agreement. The terms and conditions of the Preconstruction Services Agreement between the OWNER and CM are incorporated to the extent necessary to reflect the understanding and intentions of the parties. The order of precedence of the Contract Documents shall be as follows: the Agreement shall govern over the General Conditions and Supplemental General Conditions and the Supplemental General Conditions shall govern over the General Conditions.

CONTRACTOR - Contractor when used in the General Conditions is the Construction Manager (CM) and refers to Parsons Water & Infrastructure Inc.

Contract Price – The moneys payable by OWNER to CM under the terms of the Contract Documents as stated in the Agreement; the Guaranteed Maximum Price (GMP).

Contract Time – The number of calendar days or the date stated in the Agreement and any extension provided for under the Agreement for the completion of the Work.

Cost of the Work – The cost of performing the Work as defined in Article 6, Section 6.0 Cost of Work of this Agreement, but not the items expressly excluded under Article 6, Section 7.0 of this Agreement.

County - Richmond County, Georgia, political subdivision of the State of Georgia, the Augusta-Richmond County Commission, and its authorized designees, agents, or employees.

Day – Either a working day or calendar day as specified in the Agreement. If a calendar day falls on a legal holiday, that day will be omitted from the computation. Legal Holidays include: New Year's Day, Martin

Luther King Day, Good Friday, Memorial Day, 4th of July, Labor Day, Thanksgiving Day and the following Friday, Christmas Eve, and Christmas Day.

Defective – An adjective which, when modifying the word “Work”, refers to Work that is unsatisfactory, faulty, deficient, does not conform to the Contract Documents, or does not meet the requirements of OWNERS'/PROGRAM MANAGERS' inspection, referenced standard, test or approval required by the Contract Documents, or which has been damaged prior to PROGRAM MANAGER'S recommendation of final payment to the CM or any Subcontractor or Supplier for whom the CM is responsible, unless responsibility for the protection thereof has been previously assumed by OWNER upon Substantial Completion.

ENGINEER or Designer – The design engineer, MESSERLY DESIGN GROUP, LLC also referred to as PROFESSIONAL.

Drawings – The drawings which show the character and scope of the Work to be performed and which have been prepared by ENGINEER and are referred to in the Contract Documents.

Effective Date of the Agreement – The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed by the Mayor of Augusta, Georgia and notice is given to the CM that the Agreement has been signed.

Field Order - A written order issued by PROGRAM MANAGER that modifies Drawings and/or Specifications, but does not include a modification in scope or schedule and therefore does not involve a change in the GMP or the Contract Time.

Final Completion – The completion of the project in its entirety, including inspections, Substantial Completion, completion of punch list requirements, cataloging of operation and maintenance requirements, successful start-up of operations, delivery of Record Drawings and Warranties, and all other requirements specified in the Contract Documents.

Force Majeure – CM is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of CM.

General Conditions - Refers to the Augusta General Conditions attached as Exhibit A.

General Requirements – Refers to Division I of the Construction Specifications.

Guaranteed Maximum Price ("GMP") – GMP means the total sum of the Cost of Work plus the Fixed Fee,

Fixed General Conditions work, and any applicable Georgia State Sales Tax.

Laws or Regulations – Laws, rules, regulations, ordinances, codes and/or orders of governmental instrumentalities having jurisdiction over the Project.

Local Business – Means locally owned Businesses. Contractors, subcontractors, material vendors and other construction service providers. A local contractor, sub-contractor, material vendor or service provider is defined as a business which: 1.) has had a fixed office or distribution point located in and having a street address within Augusta for at least six (6) months; 2.) holds any business license required by the Augusta-Richmond County Code; and 3.) employs at least one (1) full time employee, or two (2) part time employees whose primary residence is in Augusta, or if the business has no employees, the business shall be at least fifty percent (50%) owned by one or more persons whose primary residence is in Augusta.

Notice of Award – The written notice by OWNER to the CM that upon compliance with the conditions precedent enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.

Notice to Proceed – A written notice given by OWNER to CM (with a copy to PROGRAM MANAGER) fixing the date on which the Contract Time will commence to run and on which CM shall start to perform its obligations under the Contract Documents and Amendments thereto. The OWNER shall issue the Notice to proceed within 30 days of the Effective Date of this Agreement.

OWNER – Augusta, Georgia

Partial Utilization - Placing a portion of the Work in service for the purpose for which it is intended or for a related purpose before reaching Substantial Completion for all the Work.

Plant Operations Manager – Currently the OWNER has a contract with OMI, Inc. to operate and manage the J. B. Messerly Water Pollution Control Plant.

PROGRAM MANAGER – CH2M HILL, Inc., representative of the OWNER as PROGRAM MANAGER for the Benchmark 2010 Program and who is authorized to make decisions under this Agreement on behalf of the OWNER and act as liaison between OWNER and both the ENGINEER and CM for this Work.

Project - The term “Project” when used in the Agreement shall mean the total construction of which the Work may be a whole or part of the Project. The term “Work” required for the “Project” used in this Agreement shall mean the various parts of total construction to be performed under this Agreement.

Project – JB MESSERLY WATER POLLUTION CONTROL PLANT 2003 MASTER PLAN IMPLEMENTATION PHASE 1, CONTRACT TWO (80130)

Project Area – The area within the specified Contract Limits as defined on the Drawings and Contract Documents where the improvements contemplated herein are to be constructed in whole or in part under this Agreement.

Project Management Team (PMT) – duly authorized representatives from the OWNER, the ENGINEER, Plant Operations Manager and the PROGRAM MANAGER.

Resident Project Representative – The authorized representative of PROGRAM MANAGER who is assigned to the site or any part thereof.

Shop Drawings - All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for CM to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by CM to illustrate material or equipment for some portion of the Work.

Specifications – Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

Subcontractor – An individual, firm or corporation having a direct contract with CM for the performance of a part of the Work.

Substantial Completion -The Work (or a specified part thereof) has progressed to the point where, in the opinion of PROFESSIONAL as evidenced by PROFESSIONAL's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be used for the purposes for which it is intended, or if there be no such certificate issued, when final payment is due in accordance with paragraph 14.13 of the General Conditions. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.

Supplemental General Conditions - Part of the Contract Documents amending and supplementing the General Conditions included in attached Exhibit A.

Supplier – A manufacturer, fabricator, supplier, distributor, material man or vendor furnishing materials, equipment or supplies to be incorporated into the Work.

Technical Data – Includes among other things reports of explorations and tests of subsurface conditions at or contiguous to the site that have been utilized in preparing the Contract Documents and those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site.

Unit Price Work - Work to be paid for on the basis of unit prices.

Work - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Agreement. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, and furnishing documents, all as required by the Contract Documents.

Work Change Directive - A written directive to CM, issued by the PROGRAM MANAGER on or after the Effective Date of the Agreement and signed by OWNER and recommended by PROFESSIONAL, ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed as provided in paragraphs 4.2.1 through 4.2.4 or 4.3.1 and 4.3.2 of the General Conditions or to emergencies under paragraph 6.22 of the General Conditions. A *Work Change Directive* may or may not change the Contract Price or the Contract Time, but is evidence that the OWNER has required the CM to incorporate the Change into the Work and the parties expect that the change directed or documented by a *Work Change Directive* will be incorporated in a subsequently issued Contingency allocation, Allowance, or Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Time as provided in Article 10 of the General Conditions.

Written Amendment - A written amendment of the Contract Documents, signed by OWNER and CM on or after the Effective Date of the Agreement and normally dealing with the non-engineering or non-technical rather than strictly Work-related aspects of the Contract Documents.

ARTICLE 3 CONSTRUCTION MANAGER'S BASIC SERVICES

3.1 CM BASIC SERVICES

The CM shall perform the Basic Services described herein. It is not required that the Basic Services be performed in the sequence in which they are described.

3.2 PRE-CONSTRUCTION PHASE

The CM is currently performing the pre-construction services set forth in the Pre-Construction Services Agreement dated March 22 ,2007, between the OWNER and the CM which is incorporated by reference solely to show the context and previous relationship between the Parties.

3.3 CONSTRUCTION PHASE

3.3.1 Project Management

The CM shall designate and specifically identify a Manager (construction manager) for this project. This Manager's responsibilities include monitoring of labor utilization, maintenance of schedule and budget, assignment and supervision of staff and all its subcontractors, preparation of construction cost estimates, regulatory meetings, quality control, bidding and construction of the project, and coordination with the PMT in a timely and professional manner (including submittal of monthly project progress meeting minutes and other deliverables). The CM shall be fully responsible for the performance of the Manager and staff, including subcontractors, for this Work.

3.3.1.1 Project Management Plan

The CM will revise the Project Management Plan (PMP) implemented on April 12, 2007 as developed by CM during the Pre-construction Phase of the project. The CM shall update the PMP as necessary to reflect changes in approach or philosophy toward execution of the project.

3.3.1.2 Section Intentionally Deleted

3.3.1.3 Pre-Construction Conference

In coordination with the PMT, the CM shall conduct a Pre-Construction Conference during which the CM shall review the PMP including reporting procedures, site operations and other contractual requirements. As a minimum, the CM shall anticipate attendance and participation by the following:

1. Owner
2. CM

3. Engineer
4. Program Manager
5. Plant Operations Manager
6. Augusta Engineering
7. Augusta Subcontractors and/or Vendors as appropriate

3.3.1.4 Onsite Management and Construction Phase Communication Procedures

The CM shall provide and maintain a management team on the Project site to provide contract administration and the CM shall work with the PROGRAM MANAGER to establish and implement coordination and communication procedures among the CM, OWNER, ENGINEER, and Subcontractors.

3.3.1.5 Contract Administration Procedures

The CM shall establish and implement procedures for expediting and processing requests for information, shop drawings, material and equipment sample submittals, Contractor schedule adjustments, change orders, substitutes, payment requests and the maintenance of logs. The CM shall maintain daily job reports.

3.3.1.6 Bidding Services and Evaluations

The CM shall administer the bid and award process for any subcontract work packages not already bid during the GMP development. Any inquiries will be appropriately addressed and tracked to ensure all are responded to. The evaluation and award of bids to contractors/service providers may include the following:

- a. Price/Cost Analysis: A comparative bid analysis will be developed by comparing major price or cost elements among the bidders. The evaluator may also highlight any of the price or cost items that may be irregular or inappropriate based on cost analysis or comparison with similar items or historical experience. The result of the evaluation should be a determination of the best value price offer, the competitive range, and whether or not there is a need for discussion with one or more offerors in the competitive range. The evaluation will also include potential price impact on known quantity uncertainties.
- b. Technical Evaluation: The technical evaluation will focus on each bidder's technical competency to perform the work and establishing the technical distinctions between the proposals, if any, based on the presentation in the offer. This will include safety, quality, schedule, experience, innovations, resources, etc.
- c. Discussions/Negotiations: Discussions and/or negotiations may be required to clarify price, scope, approach, schedule, etc.
- d. Best & Final Offers (BAFOs) and Rebids: BAFOs and rebids may be required if in the interest of the project, such as rescoping to meet the budget. Discussions/negotiations may be used in place of BAFOs / rebids.

3.3.1.7 Project Site Meetings

The CM shall regularly conduct meetings at the Project site with each Subcontractor and PMT's staff as outlined in the PMP throughout the construction phase. The CM shall record, transcribe and distribute minutes to subcontractors and PMT Meetings to include (as examples):

- a. Pre-construction
- b. Mobilization
- c. Safety / Kickoff
- d. Project Management Team
- e. Construction Manager-Subcontractor Progress
- f. Owner-Construction Manager-Subcontractor Coordination
- g. Pay Application
- h. Pre-installation
- i. Start-up / Training Coordination
- j. Quality Review

3.3.1.8 Coordination of OWNER Provided Independent Testing and Inspection

Independent technical inspection and testing provided by OWNER under the direction of PROGRAM MANAGER shall be coordinated with the CM. The CM shall be provided with a copy of all inspection and testing reports on the day of the inspection or test or when issued. The CM is not responsible for providing, nor does the CM control, the actual performance of OWNER provided technical inspection and testing. The CM is performing a coordination function and is not acting in a manner so as to assume responsibility, in part or in whole, for all or any part of such inspection and testing.

3.3.1.9 Review of Requests for Changes to the Contract Time and Price

The CM shall review the contents of a request for changes to the construction contract time or price submitted by a Subcontractor, assemble information concerning the request and endeavor to determine the cause of the requests. In instances where the CM's analysis reveals that the request is valid, the CM shall prepare a detailed report and submit such report to the PROGRAM MANAGER for review. The PROGRAM MANAGER will review and make a recommendation to the OWNER regarding the disposition of the request within thirty (30) days of receipt. If the change modifies this Agreement immediately or in the future the CM shall prepare the necessary change order documents for signing by the CM and OWNER.

3.3.1.10 Quality Review

The CM shall designate an onsite fulltime QA/QC Manager for this project. The QA/QC Manager shall develop a site specific QA/QC plan (QPlan). The project QA/QC Manager shall be charged the responsibility of the QP's implementation and documentation of current QA/QC activities. An update on all QA/QC

activities shall be reported in Monthly Status Reports. All work performed by the CM and their subcontractors shall be in accordance with the QPlan. QA/QC Manager shall coordinate all materials testing activities with the PMT and the owner procured independent testing laboratory. The QA/QC Manager, in coordination with the construction manager, shall verify locations, elevations, etc. of existing and new construction and shall periodically incorporate the services of a surveying firm for this confirmation.

Except for minor variations as stated herein, the CM is not authorized as part of this service to change, evoke, enlarge, relax, alter, or to release any requirement of the Contract Documents or to approve or accept any portion of the Work not performed in accordance with the Contract Documents.

3.3.1.11 Safety Plan

CM shall complete development of and implement a site specific safety plan for the project. The safety plan shall be developed using Parsons *SHARP* program and shall include the integration of the subcontractor's work scope, plant specific safety requirements, and security plans. CM shall, as a part of the overall safety plan, develop and implement a safety awards and recognition program. The program shall include periodic safety luncheons to recognize and award excellent safety performance as well as provide for incentives for safe work performance.

3.3.1.12 Partnering

The Construction Manager shall prepare the partnering concept and conduct partnering workshops with the selected trade contractors and the PMT. Services of an outside expert facilitator will be used to develop partnering principles and approach.

3.3.1.13 Permitting

The CM shall provide technical support and documentation required for the PMT to complete the regulatory permit applications for the Project. The PMT shall obtain the regulatory permits. The Construction Manager shall attend meetings with PMT staff and other regulatory agencies at the federal, state and local levels as necessary and as requested by the PMT.

All building permits and licenses necessary for the prosecution of the Work shall be procured and paid for by Construction Manager during the construction phase of the project unless specified otherwise. Costs for Permit fees will be included in the costs of the GMP. If Construction Manager performs any Work without obtaining, or contrary to, such permits or licenses, Construction Manager shall bear all costs arising there from. Construction Manager shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.

3.3.1.14 Coordination with and Preparation of Owner Procurements

CM shall provide procurement support to AUD and the Augusta Procurement Department. Work efforts shall include review of AUD and ENGINEER's documents and specifications, preparation of bid packages, assistance with bidding, review and vetting of tenders, review and coordination of equipment submittals, and coordination with installation subcontractors. Procurements and material deliveries shall be coordinated with the Master Schedule to minimize on site storage requirements and properly fit the construction sequence.

CM shall receive, inspect and store material for Owner Procurements in an appropriate storage facility and shall coordinate transfer of materials and equipment to subcontractors for installation.

CM shall develop and maintain a stored materials inventory and maintenance log and shall provide in-storage maintenance as required by equipment operations and maintenance manuals.

3.3.1.15 Project Office Facilities

CM shall maintain office facilities, access roads, parking areas, and buildings for CM's staff as well as AUD, PROGRAM MANAGER, and ENGINEER staff as described in the contract specifications and the general conditions spreadsheet.

Access shall be provided by CM for delivery of all chemicals required for plant operations.

CM shall install and maintain security systems for the project field offices and install and maintain fencing as necessary to provide security of the operating water pollution control plant facility.

CM shall develop and maintain personnel identification system that will include badges issued to project personnel. The badges shall identify the personnel employer, include a photograph of the worker, and shall be issued before an employee begins work on the project.

3.3.1.16 Progress Photos

CM shall provide project progress photos as described in the project specifications. CM shall provide aerial photographs of the project site. Aerial photographs shall be taken once per month for the duration of the project. CM shall provide two 8 x 10 glossy photographs depicting two different aerial views of the plant site each month along with 2 CDs containing electronic versions of the photographs to the PMT.

3.3.1.17 Operation and Maintenance Materials

The CM shall receive from the Subcontractors and suppliers of OWNER provided equipment operation and maintenance manuals, warranties and guarantees for materials and equipment installed in the Project, in accordance with the Contract Documents.

3.3.1.18 Substantial Completion

In consultation with the CM, PROGRAM MANAGER, Plant Operations staff, and ENGINEER, the OWNER shall determine when the Project is substantially complete. The CM shall, prior to a Certificate of Substantial Completion being issued, prepare a list of work ("Punch List") that does not conform to the Contract Documents. Upon receipt of the "Punch List", the PMT will conduct a substantial completion inspection and, as necessary, add to the list. This list shall be attached to the Certificate of Substantial Completion. The CM shall maintain and update the "Punch List" until all items have been completed and accepted by the PMT.

3.3.1.19 Final Completion

In consultation with the CM, PROGRAM MANAGER and ENGINEER, the OWNER shall determine when the Project is finally completed and, following completion of the Punch List, a Certificate of Final Completion shall be issued from the OWNER. Following the receipt of payment from the OWNER, the CM shall make all payments due to Subcontractors. Receipt of payment from the OWNER is a condition precedent to payment of the Subcontractors.

3.3.1.20 Project Closeout

CM shall complete development of and implement a project closeout plan for the project. The project closeout plan shall be incorporated into the Project Management Plan (PMP).

3.3.1.21 Record Drawings

The CM shall coordinate and expedite submittals of information from the Subcontractors throughout the Project to be used for preparation of record drawings and specifications by the ENGINEER during the Post Construction Phase. The CM shall maintain a record of the submittals the PROGRAM MANAGER can review as needed.

3.3.2 Project Schedules

3.3.2.1 Master Schedule

The project construction manager shall have overall responsibility for the schedule. The project scheduler shall prepare and manage a schedule of values for each subcontractor and the construction manager will ensure that it is reasonable for the work. The master schedule shall be developed and maintained as stated in section 5 of the PMP. The Schedule will be cost loaded by the project scheduler to aid in Cash Flow projections. Cost information shall be updated as information becomes available.

The CM shall prepare a Project schedule for presentation to the PMT. The schedule shall be prepared using Primavera Project Planner, (P3), and shall be updated monthly as part of the Monthly Project Status

Report. The Schedule shall include all major tasks as well as major milestones for the remainder of Project design and construction.

The Schedule shall:

- a. Be developed using P3 in a format agreed upon by the PMT;
- b. Follow the Work Breakdown Structure (WBS) developed by the CM and reviewed by the PMT;
- c. Be fully linked in order to provide the critical path;
- d. Include in detail all efforts required by the CM to prepare the GMP including review times and major milestones;
- e. Be maintained current;
- f. Be base-lined at the establishment of the GMP and progress shall be compared to that baseline.

The Schedule shall include sufficient detail of the construction phases and identify and include all significant efforts that are required to complete the Project on time as defined by the baseline schedule. The CM shall provide an electronic P3 file of the current schedule status with the Monthly Status Reports. The CM shall keep the Project Schedule current and update it weekly.

3.3.2.2 Construction Schedule

The CM shall review each Subcontractor's Construction Schedule and shall verify that the schedule is prepared in accordance with the requirements of the Contract Documents and that it establishes completion dates that comply with the requirements of the Project and Master Schedules. The CM will manage the project schedule through a continuous schedule review at each weekly construction meeting where the progress of tasks are reviewed, verified and action plans developed to correct deviations from the schedule.

3.3.2.3 Construction Schedule Report

The CM shall review the progress of construction of each Subcontractor on a monthly basis, shall evaluate the percentage complete of each construction activity as indicated in the Construction Schedule and shall review such percentages with the Subcontractor. This evaluation shall serve as data for input to the monthly Construction Schedule report that shall be prepared and distributed to the OWNER and PROGRAM MANAGER. The report shall indicate the actual progress compared to scheduled progress and shall be submitted with monthly Application for Payment. The CM shall determine and implement alternative courses of action that may be necessary to achieve contract compliance.

3.3.2.4 CM Review of Time Extension Requests

The CM shall, prior to requesting a change order, determine the effect on the Project and Master Schedules of time extensions requested by the Subcontractors.

3.3.2.5 Recovery Schedules

The CM shall require the Subcontractors to prepare and submit a recovery schedule agreeable to PMT.

3.3.3 Cost Management

CM shall maintain on regular basis project costs and document control system for project cost accounting, tracking, and reporting. These procedures will be established consistent with PMT fiscal requirements and as established in the PMP. In particular, thorough documentation including progress payments and Contract Amendments will be compiled to enable the AUD to successfully pass audit by any agency.

3.3.3.1 CPM Schedule System

CM and PMT staff shall work together to review cost and control methods and assess current practices, and shall use that information to customize cost-tracking elements of the project control system. CM shall use a CPM schedule system that is linked to and supports the schedule of values pay items, in support of payment applications. Through its link to the master schedule, the cost accounting system can forecast cost at completion and cost remaining at any point in the project.

3.3.3.2 Monthly Report

The CM will submit a monthly Financial Report detailing the status of Project costs for subcontracts, purchase orders, general condition, fees, contingency usage and allowances spent. This Financial Report will then compare these costs with baseline estimate of GMP.

3.3.3.3 Schedule of Values (Each Contract)

The CM shall, in participation with the Subcontractors, determine a Schedule of Values for each of the major construction contracts. The Schedule of Values shall be the basis for the allocation of the Contract Price for the Work to the construction activities. The CM shall review the contract price allocations and verify that such allocations are made in accordance with the requirements of the Contract Documents. Progress Payments to the CM shall be based on the percentage of completion of the scheduled activities in accordance with the Contract Documents. No Progress Payments will be processed until the Schedule of Values has been submitted and approved by PMT.

3.3.3.4 Change Order Control

The CM shall establish and implement a change order control system.

- a. All proposed OWNER and PROGRAM MANAGER-initiated change orders shall first be described in detail in writing by the OWNER or PROGRAM MANAGER to the CM in a request for proposal to the CM, accompanied by technical drawings and specifications prepared by the ENGINEER. In response to the request for a proposal, the CM shall submit to the PROGRAM MANAGER and OWNER for evaluation detailed information concerning the costs and time adjustments, if any, necessary to perform the proposed change order work. The CM shall discuss the proposed change order with the OWNER and PROGRAM MANAGER and the effect, if

any, on the Guaranteed Maximum Price. The CM shall prepare the change order documents for signature by the CM and OWNER. Upon execution of the change order documents between the CM and OWNER, the CM shall prepare change order documents for signature by the affected Subcontractors. The CM shall verify that the Work and any adjustment of time required by approved change orders has been incorporated into the Construction Schedule.

- b. The CM shall review the contents of all Subcontractor requested changes to the contract time or price, endeavor to determine the effect, if any, on the Guaranteed Maximum Price. The CM shall provide the PROGRAM MANAGER a copy of each change request, and the CM shall, in its evaluations of the Subcontractor's request, consider the PROGRAM MANAGER'S comments regarding the proposed changes. The CM shall present its findings to the OWNER regarding the proposed changes. The CM shall prepare the change order documents for signature by the CM and OWNER. Upon execution of the change order documents between the CM and OWNER, the CM shall prepare change order documents for signature by the affected Subcontractor.

3.3.3.3 Cost Records

In instances where a lump sum or unit price is not determined prior to performing Work described in a request for proposal as provided in Paragraph 3.4 the CM shall prepare and request from the Subcontractors records of the cost of payroll, materials and equipment and the amount of payments to subcontractors incurred by the CM and Subcontractor in performing the Work.

3.3.3.4 Progress Payments

In consultation with the PROGRAM MANAGER, the CM shall review the payment applications submitted by each Subcontractor and determine whether the amount requested reflects the progress of the Subcontractor's Work. The CM shall make appropriate adjustments to each payment application and shall prepare and forward to the PROGRAM MANAGER a progress payment application. The application shall state the total contract price, payments to date, current payment requested, retainage and actual amounts owed for the current period. Included in this application shall be a certificate of payment that shall be signed by the CM and delivered to the OWNER. The CM shall make payments that are due to all Subcontractors, suppliers, and material men within ten (10) days following the receipt of payment for the work from the OWNER. Receipt by the CM of payment from the OWNER is a condition precedent to payment to a Subcontractor. In addition, the CM shall keep the Project and the site on which Work is performed free and clear of all liens and claims from Subcontractors, or suppliers.

3.3.4 Management Information System (MIS)

The CM will provide Integrated Project Tracking by providing a web-based tool.

3.3.4.1 Project Administration Website/Portal

CM shall continue to operate and maintain a Contract Administration centralized software applications portal. This will allow team members access to Primavera Expedition which is deployed thru CM's PWORKS. This shall be utilized for the duration of the project. The portal will be accessible utilizing the internet, with varying levels of security to all team members and authorized parties. General information will be available to all project personnel. Financial data and status on more sensitive issues will be restricted to senior management and key PMT staff.

3.3.4.2 Schedule Maintenance Reports

The CM shall prepare and distribute schedule maintenance reports during the Construction Phase. The reports shall compare the actual construction dates to scheduled construction dates of each separate construction contract and to the Master Schedule for the Project. These reports will be submitted with the Progress Payment Application each month of the Construction Phase.

3.3.4.3 Project Cost Reports

The CM shall prepare and distribute Project cost reports during the Construction Phase. The reports shall specify actual Project and construction costs compared to the Project and Construction. These reports will be submitted with the Progress Payment Applications each month of the Construction Phase.

3.3.4.4 Project and Construction Budget Revisions

The CM shall make recommendations to the OWNER concerning construction changes that may result in revisions to the Project and Construction Budget or Guaranteed Maximum Prices.

3.3.4.5 Cash Flow Reports

The CM shall prepare and distribute cash flow reports during the Construction Phase. The reports shall specify actual cash flow as compared to projected cash flow. These reports will be submitted with the Progress Payment Application each month during the Construction Phase.

3.3.4.6 Progress Payment Applications

The CM shall prepare and distribute the progress payment application. The application shall state the total construction contract price, payment to date, current payment requested, retainage and actual amounts owed this period. A portion of this application shall be a certificate of payment that shall be signed by the CM and delivered to the PROGRAM MANAGER for use by the OWNER in making payments to the CM.

3.3.4.7 Change Order Reports

The CM shall periodically prepare and distribute change order reports during the Construction Phase. The report shall list all OWNER-approved change orders by number, a brief description of the change order work, the cost established in the change order and percent of completion of the change order work. The report shall also include similar information for potential change orders of which the CM may be aware.

3.3.4.8 Contractor's Safety Program Reports

The CM shall review the safety programs of each Subcontractor and confirm that each Subcontractor has established safety programs as required by the Contract Documents. The CM shall provide a report with each monthly progress payment application detailing any accidents, near misses, and general safety statistics. The CM shall include reports on safety awards and recognitions program activities conducted during the reporting period.

3.3.5 Community Participation

3.3.5.1 Communication Plan

CM shall implement the Communication Plan prepared by CM (October 13, 2005) The Public Communication Plan shall include in general not less than:

- a. Production of a Construction Sign
- b. Bi-monthly written updates to elected officials
- c. Monthly updates to AUD employees
- d. Quarterly articles for the AUD newsletter
- e. Hosting of a Groundbreaking event
- f. Hosting of a dedication ceremony at the project's end
- g. Coordination with youth group for public interaction and relations.
- h. Ongoing responses to citizens regarding comments/complaints received via emails and telephone calls

3.3.5.2 Project Information Website

CM shall maintain and update the public information website developed during the pre-construction phase of the project. This site will be made available to the general public and will display information regarding the project such as contact telephone information for emergencies, general schedule information, progress updates, notices of traffic and road closures, and other information that may be of general interest.

3.3.5.3. Section Intentionally Deleted

3.4 POST CONSTRUCTION PHASE

3.4.1 Project Management

3.4.1.1 Record Documents

The CM shall coordinate and expedite the final submittals of information from the Subcontractors for preparation of record drawings and specifications by the ENGINEER, and shall coordinate and expedite

the transmittal of such record documents to the OWNER.

3.4.1.2 Organize and Index Operations and Maintenance Materials

Prior to final completion of Project, the CM shall compile manufacturers' operations and maintenance manuals, warranties and guarantees and bind such documents in an organized manner. This information shall then be provided to the OWNER.

3.4.2 Plant Startup

3.4.2.1 Detailed Equipment, Systems, and Overall Plant Startup Plan

CM shall develop for PMT review and input, a detailed equipment, systems, and overall plant startup plan. The plan shall include a startup tracking log that will monitor the status of the required pressure and leakage testing, installation checkouts, functional testing, performance testing, manufacturer's training, O&M Manual status, spare parts status, and engineer's training. CM shall assemble a startup team consisting of members of the PMT, subcontractors, and equipment representatives and shall coordinate all activities of the team.

3.4.2.2 Startup Documentation

CM shall develop forms for documentation of startup activities and shall maintain project documentation associated with all startup activities and provide bound copies at the conclusion of the project.

3.4.2.3 Performance Test

During the 30 day reliability test period, the CM and its subcontractors will provide the OWNER with hands on support personnel to make all necessary adjustment to the individual pieces of equipment and instrumentation. The CM will coordinate the efforts of their vendors as well as the OFE vendors during this test period. The CM is not responsible for the process performance of the system however, the CM is responsible for all components that make up the system.

3.4.3 Cost Management

3.4.3.1 Change Orders

The CM shall continue to provide services related to change orders as stated in this agreement.

3.4.4 Management Information System (MIS)

3.4.4.1 Closeout Reports

At the conclusion of the Project, the CM shall prepare final project accounting and closeout reports.

3.4.4.2 MIS Reports for Start-up and Commissioning

The CM shall prepare and distribute reports associated with the Start-up and Commissioning. CM shall also turn over to the OWNER all software and associated licenses purchased by Project funds.

3.5 ADDITIONAL SERVICES

If requested by the OWNER, the CM may perform Additional Services that are not included in the Work described in the Contract Documents and shall be compensated for same at the hourly rates agreed to in the Pre-Construction Services Agreement. The CM shall perform Additional Services only after the OWNER and CM have executed a written amendment to this Agreement providing for such services.

ARTICLE 4
DURATION OF THE CONSTRUCTION MANAGER'S SERVICES

4.1 The duration of the CM's Basic services under this Agreement shall correspond to the Project Master Schedule and the schedule of services to be performed.

- a. The commencement date for the CM's Basic Services shall be the date on which the OWNER issues to the CM a written instruction to proceed with Project.
- b. The CM's Basic Services shall be performed for the periods of time indicated in this Agreement.

ARTICLE 5 OWNER'S RESPONSIBILITIES

5.1 The PROGRAM MANAGER shall provide to the CM complete information regarding the OWNER's requirements for the Project.

5.2 The OWNER, PROGRAM MANAGER and ENGINEER shall examine information submitted by the CM and shall render decisions thereto promptly.

5.3 If the OWNER, PROGRAM MANAGER or ENGINEER observes or otherwise becomes aware of any fault or defect in the Project or nonconformity with the Contract Documents, the PROGRAM MANAGER shall give prompt written notice thereof to the CM.

5.4 The OWNER, PROGRAM MANAGER and ENGINEER shall furnish required information and approvals and perform their responsibilities and activities in a timely manner to facilitate orderly progress of the Work in cooperation with the CM, consistent with this Agreement, and in accordance with the planning and scheduling requirements and budgetary restraints of the Project as determined by the PMT.

5.5 The OWNER shall review and if acceptable approve the Project and Construction Budget and any subsequent revisions as provided in the Pre-Construction Agreement.

5.6 If the OWNER contracts separately with any other parties that will directly impact the CM's Services, the Owner shall cause all such agreements to be compatible and consistent with this Agreement. Each of the agreements shall include waiver of subrogation as required herein.

5.7 At the request of the CM, a copy of interim and final drawings, specifications and Contract Documents in electronic format shall be furnished to the CM by the OWNER at the OWNER's expense.

5.8 The OWNER shall in a timely manner secure, submit and pay for necessary approvals, easements, assessments, permits and charges required for the Project construction. The CM shall secure, submit and pay for the Building Permit and any other necessary construction permits.

5.9 The OWNER shall furnish evidence satisfactory to the CM that sufficient funds are available and committed for the entire cost of the approved Project. Unless such reasonable evidence is furnished, the CM is not required to commence its services and may, if such evidence is not presented within a reasonable time, suspend the services specified in this Agreement upon fifteen (15) days written notice to the OWNER and in such event, the CM shall be compensated in the manner provided in Article 8.2.

5.10 The OWNER, its representatives and consultants, including ENGINEERS, shall communicate with the CM through the PROGRAM MANAGER. The OWNER and PROGRAM MANAGER will only communicate

with Subcontractors through the CM.

5.11 The OWNER shall designate, in writing, an officer, employee or other authorized representatives to act in the OWNER's behalf with respect to the Project. This representative shall be available during working hours and as often as may be required to render decisions and furnish information in a timely manner.

5.12 The OWNER shall make payments to the CM on the basis of the CM's payment applications that are certified by the CM and on the basis of the CM's invoices for its services performed and have been approved by the PROGRAM MANAGER.

ARTICLE 6 COMPENSATION FOR CM SERVICES AND PAYMENT

6.1 Acceptance of GMP Proposal

Once this Agreement is issued and signed the CM shall become responsible for the means, methods, sequences, and procedures used in the construction of the Project and shall proceed with the CM's Basic Services.

6.1.1 Construction subcontracts

Construction subcontracts for the Work required for the Project shall be between the CM and Subcontractors. The CM shall review in detail with the OWNER and PROGRAM MANAGER before making an award. Once a consensus is reached the CM will advise the OWNER with respect to award of a contract to the lowest responsive and responsible bidder.

6.1.2 Basis of Guaranteed Maximum Price

The Guaranteed Maximum Price is equal to the Cost of the Work and the CM's fee to complete the project. The cost data shall be directly correlated to the specific design drawings and specifications in existence at the time the Guaranteed Maximum Price is prepared. The assumptions used in the preparation of the Guaranteed Maximum Price shall be identified by the CM as part of the Guaranteed Maximum Price documentation.

6.1.3 Taxes

The Guaranteed Maximum Price shall include those taxes applicable to the Project that are legally enacted at the time the Guaranteed Maximum Price is established. Any increase or decrease in taxes that affect the Guaranteed Maximum Price and that are enacted after the Guaranteed Maximum Price is submitted shall be incorporated into that price by allocation of contingency.

6.1.4 OWNER Changes in Scope

The OWNER may change the scope of the Project or a part thereof and the CM's Fixed Fee and Guaranteed Maximum Price shall then be adjusted as provided in this agreement. Cost reductions will be added to Allowances. Cost increases will be allocated to Contingency if funds are available and mutually agreed to by CM and OWNER. Notwithstanding the above, if prior to completion of the project CM incurs contingency costs in excess of the remaining Contingency, OWNER will replenish any contingency funds used by OWNER for changes in scope or any other item for which the CM would have been entitled to increase the GMP under the Contract Documents.

6.2 Cost of the Work

The term "Cost of the Work" shall include all amounts paid by the OWNER to the CM for payment to all Subcontractors, suppliers and equipment lessors; for all general conditions, site services, work, material, labor and equipment supplied to the Project including, but not limited to the following:

6.2.1 Labor Costs.

a. Wages of construction and other workers directly employed by Construction Manager to perform the construction of the Work at the Project site or, with OWNER's written agreement, at off-site workshops.

b. Wages or salaries of Construction Manager's supervisory and administrative personnel who are stationed at the Project site full time or are temporarily assigned to the Project, with OWNER's written agreement or working at CM offsite offices specifically on the Project.

c. Wages and salaries of Construction Manager's supervisory and administrative personnel engaged at factories, workshops or on the road in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work and only with OWNER's written agreement.

d. The parties hereby agree that the hourly labor and service rates agreed to in Exhibit B attached hereto, shall be used to determine the labor rates to be applied to the Cost of the Work which shall include the wages or salaries and all labor burden, including all taxes, insurance, contributions, assessments and benefits required by law and collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such markup is to apply only upon those wages and salaries included in the Cost of the Work under subsections 6.2.1 a. through 6.2.1 c., above.

6.2.2 Subcontract Costs.

Payments owed by Construction Manager to subcontractors in accordance with the requirements of the applicable written subcontracts, including any insurance and bond premiums incurred by subcontractors,

independent consultants, vendors, and subconsultants.

6.2.3 Cost of Materials and Equipment Incorporated into the Completed Construction.

a. Costs, including transportation, of materials and equipment incorporated or to be incorporated in the completed construction.

b. Costs of materials described in this Article, subsection 2.3a, above, in excess of those actually installed but required to provide reasonable allowance for waste and for spoilage. Unused excess materials, if any, shall be handed over to OWNER at the completion of the Work or, at OWNER's option, shall be sold by Construction Manager; amounts realized, if any, from such sales, shall be credited to OWNER as a deduction from the Costs of the Work.

6.2.4 Costs of other materials and equipment, temporary facilities and related items.

a. Costs, including transportation, installation, maintenance, dismantling and removal, of materials, supplies, temporary facilities (including project field offices, furniture and fixtures), temporary utilities, machinery, equipment, office and computer equipment, office supplies, software and hand tools not customarily owned by the construction workers, which are provided by Construction Manager at the Project site and fully consumed in the performance of the Work; and cost less salvage value on such items if not fully consumed, whether sold to others or retained by Construction Manager.

b. Costs of all fuel and utility costs incurred in the performance of the Project.

c. Rental charges, at the actual rates charged for temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by Construction Manager at the Project site, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof.

d. Cost of all safety supplies, including personal protection equipment not customarily owned by the construction workers, supervisory or administrative personnel, provided by Construction Manager at the Project site necessary in the performance of the Work. Cost of site security and emergency services.

e. Cost of removal and proper disposal of debris from the Project site and cost for maintenance of common roadways, storage areas and idle portions of the Project site, including services of a site maintenance contractor. Cost of all on-site and off-site vehicles for Construction Manager's supervisory personnel, including fuel and maintenance.

f. Costs of telegrams, long distance telephone calls, postage and parcel delivery charges, high speed internet service, websites and telephone service at the Project site and reasonable petty cash expenses of the Project site office.

g. That portion of the reasonable travel and subsistence expenses of Construction Manager's

personnel, assigned to the Project site, incurred while traveling outside of Augusta, Georgia in discharge of duties connected with the Work, provided all of such expenses and charges shall be subject to the prior written approval of OWNER.

h. Relocation costs for staff to be relocated from out of state to the Project as agreed upon and set forth in Parsons General Conditions Cost, which is attached as Exhibit D

i. Per Diem expenses or Living Allowances for staff assigned to the Project as agreed upon and set forth in Parsons General Conditions Cost, which is attached as Exhibit D.

6.2.5 Miscellaneous Costs.

a. Any insurance premium allocations including deductibles for claims that were beyond the reasonable control of CM. The insurance to be acquired and bonds required by the Agreement or the performance of the Work is set forth in Exhibit C.

b. Sales, use or similar taxes imposed by a governmental authority which are related to the Work and for which Construction Manager is liable.

c. Fees and assessments for the building permit and for other permits, licenses and inspections for which the CM is required by the Contract Documents to pay.

d. Fees of testing laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded pursuant to the terms of this Contract.

e. Royalties and license fees paid for the use of a particular design, process or product used in construction of the Project.

f. Deposits lost for causes other than Construction Manager's fault or negligence.

g. Costs reasonably incurred in repairing or correcting damage or nonconforming Work executed by Construction Manager, or its subcontractors or suppliers, provided that such damage or nonconforming Work was beyond the reasonable control of Construction Manager and not caused by (i) the negligence or failure to fulfill a specific responsibility of Construction Manager to OWNER set forth in the Contract Documents, or (ii) Construction Manager's foremen, engineers, superintendents or other supervisory, administrative or managerial personnel, or (iii) the failure of Construction Manager's personnel to supervise adequately those portions of the Work to be performed by Construction Manager's subcontractors or suppliers, and only to the extent not recoverable by Construction Manager from (i) insurance or bonds, (ii) any of the subcontractors or suppliers, or (iii) some other appropriate source.

6.2.6 Other Costs. Other costs incurred in performance of the Work if and to the extent approved in advance in writing by OWNER.

6.2.7 Contingency and Allowance. The amount set aside in the GMP Proposal for CM's Contingency and the OWNER's Allowance.

6.3 Not Included in the Cost of Work.

Cost of the Work shall not include the following:

- a. The CM's Fixed Fee;
- b. All professional fees paid by the OWNER to the PROGRAM MANAGER, ENGINEER or other consultants retained directly by the OWNER;
- c. All costs paid directly by the OWNER to contractors or suppliers retained directly by the OWNER and outside the scope of the Guaranteed Maximum Price;
- d. All Additional Services costs as defined herein; or
- e. All other costs not within the control of the CM or identified as being not within the Guaranteed Maximum Price.
- f. All costs incurred directly by the OWNER in which the OWNER makes direct payment for materials, equipment or services to a party outside of this agreement including Owner Furnished Equipment (OFE).

6.4 Cost of Work Definition Variance

The Cost of the Work may be further defined in the documentation required by Article 10, Paragraph 1.2 of this Agreement. If the requirements contained within this GMP differ, then the CM shall identify and explain the difference, but the documentation provided in accordance with Article 10, Paragraph 1.0 shall be the basis for determining the scope of the Guaranteed Maximum Price.

6.5 Adjustments to the GMP

The CM understands, confirms and agrees that its responsibility hereunder is to construct the Project in accordance with the drawings and specifications. It is recognized that the GMP was developed based upon the CM's thorough review of the 100% design drawings and specifications. Should the OWNER determine that due to changed conditions the GMP will need to be adjusted, the CM shall exercise reasonable care and judgment to calculate the necessary GMP cost adjustment on the basis of the quality of construction, materials, and finishes that can be reasonably inferred from the design documents or other specified sources. The CM shall determine unit prices and the Cost of the Work and shall make those assumptions regarding the project scope and the quality of the intended construction as may be necessary to fully document the GMP. The OWNER and CM shall use the documentation specified in Article 10, Paragraph 1.0 in determining whether or not the scope of the Project or a part thereof has been changed and in determining entitlement to an adjustment to the Guaranteed Maximum Price. A determination regarding all requests for adjustment to the Guaranteed Maximum Price shall be made in writing within thirty (30) days from the date of a written request for an adjustment.

6.5.1 The amount of adjustment to increase or decrease the Guaranteed Maximum Price resulting from a change in the Project shall be determined in one or more of the following ways:

- a. By mutual acceptance of a lump sum, properly itemized and supported by cost data; or
- b. By unit prices properly itemized and supported by cost data.

6.6 CM's Cost Plus Fee

The OWNER shall compensate the CM on the basis of the Cost of the Work plus the CM's Fee in accordance with the terms and conditions of this Agreement as specifically as follows:

6.6.1 Compensation for Basic Services

The CM shall be compensated for performing services as described in Article 3 as follows: This will be reworked when the GMP is agreed to by the parties to the agreement.

a. Cost of Work of	\$ 66,461,847
a.1 Subcontractor Cost	\$ 51,957,010
a.2 Contingency	\$ 2,538,000
a.3 General Conditions	\$ 8,473,765
a.4 Allowances	\$ 2,670,000
b. A CM Fixed Fee of	\$ 3,450,186
Total GMP of	\$ 69,912,033

6.6.2 Construction Manager's Accounting Records

Records for the CM's personnel expenses, consultant's fees and direct expenses pertaining to the Project shall be maintained on the basis of generally accepted accounting practices and shall be available for inspection by the OWNER or the OWNER's representative at mutually convenient times for a period of five years after completion of the CM's Basic Services consistent with Article 17.5 of the Supplemental Conditions.

6.6.3 Payments

6.6.3.1 Upon execution of this Agreement, an initial payment of One and one-half percent (1 ½%) of the total contract value shall be made to Engineer.

6.6.3.2 Within two weeks following the last Friday of each month the CM shall submit to OWNER for approval, CM's Application for Payment. OWNER shall have ten (10) working days from receipt to review and provide written comment and/or approve the Progress Payment. CM Applications for Payment shall be detailed as required by OWNER. If the OWNER determines the CM is not entitled to all of a payment, the OWNER shall pay the undisputed portion and withhold payment on any questionable items until the issues are resolved. Payments to the CM shall be made monthly, not later than thirty (30) days after

presentation of the CM's invoice to the OWNER as follows:

- a. Fixed General Condition costs: Payment of the Fixed General Conditions as indicated in this Article, Paragraphs 6.6.1 a.3 shall be based upon a monthly schedule of projected costs to project completion that has been submitted and approved by the OWNER prior to submission of the first payment request.
- b. Fixed Fee: Payment of the Fixed Fee as indicated in this Article, Paragraphs 6.6.1 b. shall be based upon the amount of General Conditions Cost and Cost of the Work completed during the billing period as a percentage of the total costs completed
- c. Cost of the Work: Reimbursement for the Cost of the Work shall be in amounts equal to expenditures made during the billing period and during previous billing periods not yet invoiced;
- d. Retainage: OWNER will retain ten percent (10%) of the total amount billed, provided, however, that when fifty percent (50%) of the Work has been completed by CM, the CM may request a reduction of the retainage. Provided the OWNER determines that the CM is in material compliance with its obligations under this Agreement and continues to remain in compliance, the OWNER shall not retain any additional amounts from CM's subsequent Applications for Payment after the request. Upon Project Substantial Completion, the OWNER may place a value on the remaining punch list items and may release any retainage in excess of an amount based upon the value of the remaining punch list items.
- e. Substantial Completion: Upon Substantial Completion or, if applicable, any portion of the Work that the OWNER has the beneficial use of, OWNER may release to CM all or portions of retained amounts relating, as applicable, to the Work or completed portion of the Work.
- f. Final Payment: CM shall submit its Final Application for Payment to OWNER in accordance with the General Conditions. OWNER shall make payment on CM's properly submitted and accurate Final Application for Payment within thirty (30) days after OWNER's receipt of the Final Application for Payment, provided that CM has satisfied the requirements for final payment as defined in the Contract Documents.
- g. The OWNER shall be exempt from Georgia's Prompt Payment Act.

6.6.4 Compensation for Additional Services

When authorized by OWNER the CM shall be compensated and payments shall be made for performing Additional Services in the amount equal to the value of the work actually performed.

ARTICLE 7 INSURANCE AND MUTUAL INDEMNITY

7.1 CM's Liability Insurance

7.1.1 The CM shall purchase and maintain the insurance in the amounts set forth in the Supplemental General Conditions and Exhibit C.

7.1.2 If the OWNER occupies or uses a part or parts of the Project prior to substantial completion thereof, such occupancy shall not occur until the OWNER obtains property insurance for the structure.

7.2 Builders' Risk Insurance

CM shall purchase and maintain Builders Risk insurance as set forth in Exhibit C covering the Work including all equipment and machinery.

7.3 Indemnification

7.3.1 The OWNER shall cause the ENGINEER to indemnify and hold harmless the CM, PROGRAM MANAGER and OWNER, their employees, agents and representatives to the same extent and in the same manner that CM has provided indemnification for the OWNER under Supplemental General Conditions, Page 3, Section 6.32 of Exhibit A.

7.3.2 The OWNER hereby indemnifies and holds harmless the CM and its employees, agents and representatives from and against any and all claims, demands, suits and damages for bodily injury and property damage for which the OWNER is liable that arise out of or result from breach of this Agreement or negligent acts or omissions of the OWNER, its employees, agents, representatives, independent contractors, suppliers, and the ENGINEER.

7.3.3 The CM shall cause the Subcontractors to indemnify and hold harmless the OWNER, CM, PROGRAM MANAGER and ENGINEER from and against any and all claims, demands, suits, and damages, resulting from personal injury or property damage, costs, and expenses and fees that are asserted against the OWNER, CM, PROGRAM MANAGER and the ENGINEER and that arise out of or result from negligent acts or omissions or the breach of the Construction Subcontract by the Subcontractor, its employees, agents and representatives in performing the Work.

ARTICLE 8 TERMINATION AND SUSPENSION

8.1 Termination

8.1.1 This Agreement may be terminated by the OWNER for convenience after thirty (30) days written notice to the CM.

8.1.2 This Agreement may be terminated by CM upon thirty (30) days written notice should OWNER fail substantially to perform in accordance with the terms hereof through no fault of the CM or if the Project in whole or substantial part is stopped for a period of sixty (60) days under an order of any court or other public authority having jurisdiction or as a result of an act of government.

8.1.3. Notwithstanding anything to the contrary elsewhere in this Agreement or Contract, the OWNER may terminate the Contract for Default if the CM materially fails to fulfill its obligations. The Owner shall provide written notice of the deficiency by forwarding a Cure Notice citing the specific nature of the material breach. The CM shall have thirty (30) days to cure the breach. If the CM fails to cure the breach within the thirty (30) day period, the Owner shall issue a Termination for Default Notice. In the event of termination for cause, the Surety shall have the right to take over and complete the work, provided that if the Surety does not commence performance within forty (40) calendar days after receipt of written notice from the OWNER to CM and Surety, the OWNER may take over and prosecute the work to completion at the CM's and Surety's expense. Unless the Surety selects the CM to complete the Work, upon the termination of the services of the CM, the OWNER shall exclude CM from the Project Site , and take possession of the Work.

8.1.4 In the event of termination pursuant to Paragraph 8.1.1 of this section, the CM shall be paid its compensation for services performed to the date of termination, the Cost of the Work performed through the date of termination and all termination expenses.

8.1.5 In the event of termination pursuant to Paragraph 8.1.3 of this section, the CM shall be paid its compensation for services and the Cost of the Work performed to the date of termination, direct expenses and all termination expenses. No amount computed as provided in Paragraphs 1.2 of this section shall be paid in addition, if the termination is due to the CM's failure to substantially perform in accordance with the terms of this Agreement.

8.2 Suspension

8.2.1 The OWNER may order, in writing, the CM to suspend all or any part of the CM's services for the Project for the convenience of the OWNER or for work stoppage beyond the control of the OWNER or the CM. If the performance of all or any part of the services for the Project is suspended, an adjustment in the CM's compensation shall be made for the increase, if any, in the cost of the CM's performance of this Agreement including an adjustment to the GMP caused by such suspension and this Agreement shall be modified in writing accordingly.

8.2.2 In the event the CM's services on the Project are suspended, the OWNER shall reimburse the CM for all of the costs of its construction site staff, assigned Project home office staff and other costs provided for by this Agreement for the first thirty (30) days of such suspension. The CM shall reduce the size of such staff for the remainder of the suspension period as directed by the OWNER and during such period, the OWNER shall reimburse the CM for all costs of reduced staff. Upon cessation of the suspension, the CM shall restore the construction site and home office staff to its former size.

8.2.3 Persons assigned to another project during such suspension or period and not available to return to this Project upon cessation of the suspension shall be replaced. The OWNER shall reimburse the CM for costs incurred in relocating staff persons returning to the Project or new persons assigned to the Project.

8.2.4 If the Project is suspended by the OWNER for more than three (3) months, the CM shall be paid compensation for services performed prior to receipt of written notice from the OWNER of such suspension, together with direct expenses then due and all expenses and costs directly resulting from such suspension. If the Project is resumed after being suspended for more than six (6) month, the CM shall have the option of requiring that its compensation, including rates and fees, be renegotiated. Subject to the provisions of this Agreement relating to termination, a delay or suspension of the Project does not void this Agreement.

ARTICLE 9 ADDITIONAL PROVISIONS

9.1 Confidentiality

The CM will keep all information designated and marked by the OWNER as "Confidential" and concerning the Project confidential, except for communications incident to completion of the Project between the CM, PROGRAM MANAGER, ENGINEER, and Subcontractors, and their independent professional engineers, architects and other consultants and subcontractors, and except for publicity approved by the OWNER and communications in connection with filings with governmental bodies having jurisdiction over the design or construction of the Project.

9.2 Limitation and Assignment

9.2.1 The OWNER and the CM each bind itself, its successors, assigns, insurers, and legal representatives to the terms of this Agreement.

9.2.2 Neither the OWNER nor the CM shall assign or transfer its rights or interest in this Agreement without the written consent of the other, except that the CM may assign accounts receivable to a commercial bank for securing loans without approval of the OWNER. However, nothing contained in this paragraph can prevent the CM from employing contractors or such consultants, associates or subcontractors as the CM may deem appropriate to assist in performance of the services and of the Work hereunder.

9.3 Additional Provisions

9.3.1 Governing Law: Unless otherwise provided, this Agreement shall be governed by the law of the State of Georgia.

9.3.2 Extent of Agreement: This Agreement represents the entire and integrated agreement between the OWNER and the CM and supersedes all prior negotiations, representations or agreements, either written or oral. The Pre-Construction Services Agreement is incorporated by reference, solely to provide the context of this Agreement. This Agreement may be modified or amended only by written instrument signed by both the OWNER and the CM. Nothing contained in this Agreement is intended to benefit any third party. The Subcontractors and ENGINEER are not intended third party beneficiaries of this Agreement.

9.3.3 Severability: If any provision of this Agreement is held as a matter of law to be unenforceable, the remainder of this Agreement shall be enforceable without such provision.

9.3.4 Meaning of Terms: References made in the singular shall include the plural and the masculine shall include the feminine or neuter. The meaning of terms used herein shall be consistent with the definitions expressed in Article 2 of this Agreement.

9.3.5 Notices: Whenever any provision of the Contract Documents requires the giving of written notice, it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended or if delivered or sent by registered or certified mail, postage prepaid, addressed as follows:

To the OWNER:

. Notices to OWNER shall be sent to the following address:
Augusta PMT
Attn: Clifford Carey
360 Bay Street, Suite 100
Augusta, GA 30901

To the CM:

Notices to the CM shall be sent to the following address:
Parsons Water & Infrastructure, Inc.
Attn: Robert Strickland
5390 Triangle Parkway, Suite 100
Norcross, Georgia 30092

Copy to: Richard G. Shields
Vice President, Contracts & Procurement
Parsons Water & Infrastructure, Inc.
100 West Walnut Street
Pasadena, California 91124

ARTICLE 10 SPECIAL GUARANTEED MAXIMUM PRICE PROVISIONS

10.1 Guaranteed Maximum Price

10.1.1 Pursuant to this Agreement, the OWNER and the CM desire to set a Guaranteed Maximum Price (GMP) necessary to complete the Project.

10.1.2 Documentation of the GMP shall be developed by the CM from the design drawings and specifications and such other documents as may be specified in the GMP Proposal.

10.1.3. The GMP for the Project shall include any amendments pursuant to this Agreement, plus any other cost included in the GMP pursuant to the terms of this Agreement.

10.1.4 Project Contingency

a. The Project Contingency or "Contingency" is available for CM's exclusive use for costs that are incurred in performing the Work that are not included in a specific line item, or costs incurred in excess of a specific line item, or the basis for a Change Order under the Contract Documents during CM's performance under the Contract. By way of example of contingency, and not as a limitation, such costs include: subcontractor defaults and unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents. The Contingency is not available to OWNER for changes in scope or any other item for which the CM would be entitled to increase the GMP under the Contract Documents. The OWNER may, however, request use of Contingency, but use must be approved by CM.

b. CM shall provide OWNER with notice of all anticipated charges against the Contingency. Further, the CM shall provide to OWNER written documentation of any costs CM incurs and reasonably determines are chargeable to the Contingency, together with a written explanation of the factual basis for such charge. OWNER shall review and respond with concurrence or denial within ten (10) working days of receipt of CM's notice. Any Contingency costs the CM incurs after the Contingency is exhausted, unless provided otherwise under this Agreement shall be non-reimbursable.

c. The CM shall for budgeting purposes determine the Contingency amount by anticipated risk for various elements of the Work in amounts determined by the CM. The total of these individually determined amounts represent the Project Contingency and shall be incorporated into the GMP and managed on a line item basis.

d. The documentation shall be prepared by the CM and submitted to the OWNER with the Guaranteed Maximum Prices. The documentation may include drawings, sketches, specifications, calculations or other data used to identify the basis of the Guaranteed Maximum Price.

e. In the event that the cost exceeds the Guaranteed Maximum Price and the Project Contingency has been exhausted, the CM shall continue to perform at no additional cost to the OWNER until the Project is complete. The CM shall be responsible for paying all costs, in accordance with the terms of this Agreement that may be necessary to complete the Project. The CM may use the Contingency for the Project to fund the cost overruns.

10.1.6 Allowance definition. For the purposes of the GMP and the Contract Documents, "Allowance" shall mean a stated requirement of the Contract Documents and or the GMP Proposal whereby a sum of money is incorporated, or allowed, into the GMP in order to sustain the cost of a material, piece of equipment, or other cost of the construction work as deemed appropriate by the OWNER. Allowances are to cover "known" but unquantifiable items covered in the GMP as provided herein or the GMP Proposal. The allowances will include the agreed upon fee percentage when utilized. The payment of an Allowance must be approved by the OWNER and for the OWNER's sole and exclusive use. Any payment exceeding the original specified sum of money stipulated for the Allowances shall be the responsibility of the OWNER, who will execute a Change Order to Guaranteed Maximum Price equal to such excess payment.

Article 11 Additional Conditions

11.1 Ongoing Plant Operations.

The CM further represents and acknowledges that the GMP has been developed with full consideration of all requirements to allow the OWNER to maintain the existing JB MESSERLY WATER POLLUTION CONTROL PLANT in full operation at all times during the construction process including close coordination with the OWNER's staff and being prepared to make scheduled activity adjustments when required to allow uninterrupted operation of the water treatment plant under normal operating conditions.

11.2 Performance and Payment Bond

Upon execution of this agreement, the CM shall deliver to the OWNER a performance and payment bond for the full GMP in the form usually used by the OWNER.

11.3 Limitation of Liability

The OWNER in recognition of the amount of the CM's fee, the relative risks and benefits of the Project to both the OWNER and the CM, the parties agree to allocate any liabilities and unforeseen risks assumed by the CM under the terms of this Agreement or by operation of law, including but not limited to: injury to persons or property, Force Majeure, Defective Work, Cost Overruns, Indemnification and Delays as follows: (1) to the fullest extent of permitted by law, the OWNER agrees to limit the liability of the CM and its affiliated companies, directors, officers, employees, agents, and representatives to the OWNER and anyone claiming by or through the OWNER, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert- witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or this Agreement from any cause (inclusive of Liquidated Damages and Construction Acceleration claims) to seven million dollars (\$7,000,000.) This limitation shall apply regardless of the cause of action or legal theory pled or asserted. and OWNER hereby irrevocably waives and releases CM and its affiliated companies, directors, officers, employees, agents, and representatives from all liability in excess thereof.

11.4 Liquidated Damages

Any delay in the scheduled dates for Substantial Completion and the Final Completion Date shown below will cause loss and damage to Augusta. Such damages include not only damages resulting from loss of ability to use the Project as planned and staff administrative costs, but also damages to its reputation both locally and nationally. From the nature of this Agreement, it would be impracticable and extremely difficult to fix the

actual damages sustained as a result of missing these deadlines. The OWNER and CM therefore agree that in the event of missing any of the deadlines, and such failure is not caused by the actions or inaction of the OWNER, or as the result of an OWNER requested change, the CM agrees to pay the OWNER liquidated damages, and not as a penalty, the sum of either two thousand five hundred dollars (\$2,500.00) or Five Hundred dollars (\$500.00) per day for each calendar day that Substantial Completion or Final Completion is delayed beyond the dates indicated below. The Parties agree that this sum is a fair and reasonable estimate of the actual damage which would be caused by the failure to complete the Project by the agreed times.

Substantial Completion: April 28, 2010 : \$ 2,500.00/day

Final Completion: June 28, 2010: \$ 500.00/day

11.5 Pre-existing Conditions.

Notwithstanding anything to the contrary elsewhere in this Agreement or Contract, if subsurface or otherwise concealed physical conditions including but not limited to underground facilities are uncovered or revealed at or contiguous to the Project Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract documents and OWNER shall make an equitable adjustment to be charged to Contingency and if necessary a revision of schedule

11.6 Order of Precedence

Any inconsistency or conflict between the standard terms and conditions set forth in this agreement, General Conditions or Supplemental General Conditions or any attachment thereof shall be resolved by giving precedence in the following order; First, this Agreement, second, the Supplemental General Conditions, and third, the General Conditions.

11.7 Exhibits.

The following Exhibits attached to this Agreement are hereby incorporated by reference and made part of this Agreement:

- Exhibit A General Conditions and Supplemental General Conditions
- Exhibit B Compensation Schedule and GMP Cost Summary and Labor Rates for Additional Services
- Exhibit C Project Insurance Certification and Bond Coverage
- Exhibit D GMP Proposal Documents

This Agreement is executed the day and year first written..

OWNER: AUGUSTA, GEORGIA

ATTEST:

SEAL

By: _____
The Honorable David S. Copenhaver
Mayor
Date: _____

By: _____
Lena J. Bonner
Clerk of the Commission
Date: _____

APPROVED AS TO FORM:

DEPARTMENT APPROVAL:

By: _____
Stephen E. Shepard
County Attorney
Date: _____

By: _____
N. Max Hicks, PE
Director, Augusta Utilities Department
Date: _____

CONSTRUCTION MANAGER:
PARSONS WATER & INFRASTRUCTURE INC.

ATTEST:

SEAL

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

SUPPLEMENTAL GENERAL CONDITIONS AND GENERAL CONDITIONS

**PARSONS WATER & INFRASTRUCTURE, INC.
AUGUSTA CAPITAL IMPROVEMENTS PROGRAM PROJECT NO. 80130
J B MESSERLY WATER POLLUTION CONTROL PLANT
CONSTRUCTION MANAGEMENT AT RISK AGREEMENT – CONSTRUCTION SERVICES**

Supplemental General Conditions

Liability Insurance:

CONTRACTOR'S insurance shall be written with limits of liability shown below or as required by law, whichever is greater:

Commercial General Liability	\$2,000,000 General Aggregate \$1,000,000 per occurrence (each Occurrence)
Automotive Liability	\$1,000,000 Combined Single Limit (any auto)
Workers Compensation	Statutory Limits
Employer's Liability	\$1,000,000 each accident \$1,000,000 Disease – Policy Limit \$1,000,000 Disease – Each Employee
Personal and Adv. Injury	\$1,000,000
Products	\$2,000,000
Excess Liability (Umbrella)	\$5,000,000 Each Occurrence

Definitions

Article 1 Definitions, definition for “Day” is hereby replaced and superseded by the following: “Day -Either a working day or calendar day as specified in the bid documents. If a calendar day shall fall on a legal holiday, that day will be omitted from the computation. Legal Holidays: New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, 4th of July, Labor Day, Thanksgiving Day and the following Friday, Christmas Eve and Christmas Day.

Physical Conditions:

Section 4.2.3. is hereby replaced and superseded by the following: “If conditions are encountered, including existing utilities, at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then CONTRACTOR shall give OWNER notice thereof promptly before conditions are disturbed and in no event later than 48 hours after first observance of the conditions.”

Performance and Other Bonds:

Section 5.1 is hereby replaced and superseded by the following: “CONTRACTOR shall furnish performance and payment Bonds, each in an amount equal to, but not to exceed, the Contract Price as Security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. The performance bond shall remain in effect until one year after the project substantial completion date when final payment becomes due, except as otherwise provided by Law or Regulation or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Supplemental Conditions. All Bonds shall be in the forms prescribed by Law or Regulation or by the Contract Documents and be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds, and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.”

Licensed Sureties and Insurers; Certificates of Insurance

Section 5.2.2 is hereby replaced and superseded by the following: “CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in 5.3, an original or a certified copy of the certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain in accordance with 5.3.

CONTRACTOR's Liability Insurance:

Section 5.3 is hereby replaced and superseded by the following: “CONTRACTOR shall purchase and maintain such comprehensive general liability and other insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims set forth below to the extent caused by CONTRACTOR's

negligent performance and furnishing of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed or furnished by CONTRACTOR, by any Subcontractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable:

The insurance required by this paragraph 5.3 shall include the specific coverage's and be written for the limits of liability and coverage's provided in the Supplementary Conditions, or required by law, whichever is greater. The comprehensive general liability insurance shall include completed operations insurance. All of the policies of insurance so required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER, PROGRAM MANAGER, and PROFESSIONAL by certified mail. All such insurance shall remain in effect until final payment and at all times thereafter when CONTRACTOR may be correcting, removing or replacing defective Work in accordance with paragraph 13.12. In addition, CONTRACTOR shall maintain such completed operations insurance for at least two years after final payment and furnish OWNER with evidence of continuation of such insurance at final payment and one year thereafter."

Receipt and Application of Proceeds:

Section 5.12 is hereby replaced and superseded by the following: "Any insured loss under the policies of insurance required by paragraphs 5.6 and 5.7 to be provided by OWNER will be adjusted with OWNER and made payable to OWNER as trustee for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.13. OWNER shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment."

Receipt and Application of Insurance Proceeds

Section 5.13 is hereby replaced and superseded by the following: "Subject to the provisions of paragraph 5.12, OWNER, as trustee, shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within fifteen days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER, as trustee, shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If required in writing by any party in interest, OWNER as trustee shall, upon the occurrence of an insured loss, give bond for the proper performance of such duties."

Indemnification

Section 5.16.1 is hereby replaced and superseded by the following: "CONTRACTOR shall indemnify and hold harmless OWNER, PROGRAM MANAGER, and its employees and agents from and against all liabilities, claims, suits, demands, damages, losses, and expenses, including attorneys' fees, to the extent caused by CONTRACTOR'S performance of its Work, provided that any such liability, claim, suit, demand, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, and (b) is caused by an act or omission of CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them.

Permits:

Section 6.13 is hereby replaced and superseded by the following: "CONTRACTOR shall obtain and pay for all construction permits, licenses, governmental charges and inspection fees, and all public utility charges which are applicable and necessary for the execution of the Work. All permit costs shall be included in the base bid. Permits, if any that are provided and paid for by OWNER are listed in the Supplementary Conditions. Any delays associated with the permitting process will be considered for time extensions only and no damages or additional compensation for delay will be allowed. The Water Withdrawal Permit issued by the Georgia Environmental Protection Division (EPD) for the Highland Avenue Water Treatment Plant shall be the responsibility of the OWNER or PROFESSIONAL to obtain prior to CONTRACTOR's commencement of the Work. The Permit to Operate a Water Treatment Plant issued by EPD shall be the responsibility of the OWNER or PROFESSIONAL upon completion of the Work."

Use of Premises:

Section 6.16 is hereby replaced and superseded by the following: "CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and

Regulations, rights-of-way, permits and easements. CONTRACTOR shall not unreasonably encumber the premises with construction equipment or other materials or equipment. Any loss or damage to CONTRACTOR's or any Subcontractor's equipment is solely at the risk of CONTRACTOR. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the OWNER or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against OWNER or PROFESSIONAL by any such OWNER or occupant because of the performance of the Work, CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim by arbitration or at law. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold OWNER harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of PROFESSIONALS, architects, attorneys and other professionals and court and arbitration costs) arising out of any action, legal or equitable, brought by any such other party against OWNER to the extent caused by CONTRACTOR's negligent performance of the Work."

Indemnification:

Section 6.32 is hereby replaced and superseded by the following: "To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, PROGRAM MANAGER and PROFESSIONAL and their consultants, agents and employees from and against all claims, damages, losses and expenses (including but not limited to fees and charges of PROGRAM MANAGER, PROFESSIONALS, architects, attorneys and other PROFESSIONALS and court and arbitration costs) to the extent caused by CONTRACTOR's negligent performance of the Work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) and (b) is caused by any negligent act or omission of CONTRACTOR, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work.

Related Work at Site:

Section 7.1 is hereby replaced and superseded by the following: "OWNER may perform other work related to the Project at the site by OWNER's own forces, have other work performed by other utility owners or let other direct contracts therefore which shall contain General Conditions similar to these; provided, that any such other contracts or contractors shall not unreasonably interfere, delay, or hinder the CONTRACTOR'S ability to perform the Work under this Contract and that the Work under this Contract shall at all times be given priority and precedence over such other contracts or contractors. OWNER has priority when other work is related to operational issues or construction required by emergency/unforeseen conditions or events. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof will be given to CONTRACTOR prior to starting any such other work, and, if CONTRACTOR believes that such performance will involve additional expense to CONTRACTOR or requires additional time and the parties are unable to agree as to the extent thereof, CONTRACTOR may make a claim therefore as provided in Articles 11 and 12."

Section 7.1.2 is hereby replaced and superseded by the following: "Subject to the provisions of paragraph 7.1. above, CONTRACTOR shall afford each utility owner and other contractor who is a party to such a direct contract for OWNER, if owner is performing the additional work with owner's employees, proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the Work with theirs. CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of PROFESSIONAL and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors."

ARTICLE 8---OWNER'S RESPONSIBILITIES

Section 8.9 is hereby added: "OWNER and PROFESSIONAL will promptly review and approve any and all documents, payment applications, requests for clarifications, requests for instructions, and other such requests submitted by CONTRACTOR."

ARTICLE 11-CHANGE OF CONTRACT PRICE

Section 11.1 is hereby replaced and superseded by the following: "The Contract Price constitutes the total compensation (subject to written authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at CONTRACTOR's expense without change in the Contract Price."

Section 11.2 is hereby replaced and superseded by the following: "The Contract Price may only be changed by a Change Order or by a Written Amendment to be mutually agreed in writing and signed by duly authorized representatives of both parties. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and to PROFESSIONAL promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within sixty days after such occurrence (unless PROFESSIONAL allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct) to which the claimant is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Price shall be determined by PROFESSIONAL in accordance with paragraph 9.11 if OWNER and CONTRACTOR cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this paragraph 11.2."

Section 11.3.6 is hereby replaced and superseded by the following: "Failure on the part of CONTRACTOR to construct any item to plan or authorized dimensions within the specification tolerances shall result in: reconstruction to acceptable tolerances at no additional costs to OWNER; acceptance at no pay; or acceptance at reduced final pay quantity or reduced unit price, all at the discretion of OWNER. Determinations of aggregate monetary change for items identified as lump sum quantities shall be made by OWNER based upon an analysis of the scope of CONTRACTOR's failure to construct to plan or authorized dimensions."

Cost of the Work:

These General Conditions are part of a Guaranteed Maximum Price Contract (GMP); in the event of conflict between Sections 11.4 through 11.5.6 of the General Conditions and similar terms and conditions of the GMP, the GMP terms and conditions will control.

Contractor's Fee:

These General Conditions are part of a Guaranteed Maximum Price Contract (GMP); in the event of conflict between Sections 11.6 through 11.7 of the General Conditions and similar terms and conditions of the GMP, the GMP supplemental terms and conditions will control.

Cash Allowances:

These General Conditions are part of a Guaranteed Maximum Price Contract (GMP); in the event of conflict between Sections 11.8 through 11.8.2 of the General Conditions and similar terms and conditions of the GMP, the GMP terms and conditions will control.

ARTICLE 12--CHANGE OF CONTRACT TIME

Section 12.2 If CONTRACTOR is delayed at any time in the performance, progress, commencement, or completion of the Work by any act or neglect of OWNER or PROFESSIONAL, or by an employee of either, or by any separate CONTRACTOR employed by OWNER, or by changes ordered in the Work, or by labor disputes, fire, unavoidable casualties, utility conflicts which could not have been identified or foreseen by CONTRACTOR using reasonable diligence, or any causes beyond CONTRACTOR's control or fault, then the Contract Time shall be extended by Change Order for such reasonable time as OWNER may determine. CONTRACTOR shall be entitled to an extension of time for such causes only for the number of days of delay which OWNER may determine to be due solely to such causes and only to the extent such occurrences actually delay the completion of the Work and then only if CONTRACTOR shall have strictly complied with all the requirements of the Contract Documents.

Force Majeure:

Section 12.3 is hereby added: CONTRACTOR is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of CONTRACTOR. In any such event, CONTRACTOR's contract price and schedule shall be equitably adjusted.

Warranty and Guarantee:

Section 13.1 is hereby replaced and superseded by the following: "CONTRACTOR warrants and guarantees to OWNER that all materials and equipment will be new unless otherwise specified and that all work will be of good quality, performed in a workmanlike manner, free from faults or defects, and in accordance with the requirements of the Contract Documents and any inspections, tests, or approvals referred to in this Article. All unsatisfactory Work, all faulty Work and all Work not conforming to the requirements of the Contract Documents or such inspections, tests, approvals, or all applicable building, construction and safety requirements shall be considered defective. Notice of all defects shall be given to CONTRACTOR by PROFESSIONAL in writing specifying in reasonable detail the alleged defects within ninety (90) days after discovery of such defects. All defective work, whether or not in place, may be rejected, corrected, or accepted as provided in this Article."

Uncovering Work:

Section 13.9 is hereby replaced and superseded by the following: "If PROFESSIONAL considers it necessary or advisable that covered Work be observed by PROFESSIONAL or inspected or tested by others, CONTRACTOR, at PROFESSIONAL's request, shall uncover, expose or otherwise make available for observation, inspection or testing as PROFESSIONAL may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall bear all direct costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including but not limited to fees and charges of PROFESSIONAL's, architects, attorneys and other PROFESSIONAL's), and OWNER shall be entitled to an appropriate decrease in the Contract Price and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefore as provided in Article 11. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction, and, if the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefore as provided in Articles 11 and 12."

OWNER May Stop the Work:

Section 13.10 is hereby replaced and superseded by the following: "When Work is defective or when CONTRACTOR fails to supply sufficient skilled workmen or suitable materials or equipment or make prompt payments to Subcontractors for labor, materials, or equipment or if CONTRACTOR violates any provisions of these Contract Documents, OWNER may order CONTRACTOR to stop the Work until the cause for such order has been reasonably eliminated. However, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any other party. CONTRACTOR shall have no right to claim an increase in the Contract Price or Contract Time or other damages for a stop work order under this paragraph."

One Year Correction Period:

Section 13.12 is hereby replaced and superseded by the following: "If, after approval of final payment and prior to the expiration of one year after the date of substantial completion of the project or part thereof, whichever occurs first, or by the terms of any applicable special guarantee required by the Contract Documents, any Work or materials are found to be defective, incomplete, or otherwise not in accordance with the Contract Documents, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions, either correct such defective Work or if it has been rejected by OWNER, remove it from the Site and replace it with non-defective Work. If CONTRACTOR does not promptly comply with the terms of such instructions, OWNER may have the defective Work corrected, removed, or replaced. All direct costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be paid by CONTRACTOR."

Acceptance of Defective Work:

Section 13.13 is hereby replaced and superseded by the following: "If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to PROFESSIONAL's recommendation of final payment, PROFESSIONAL) prefers to accept it, OWNER may do so. CONTRACTOR shall bear all direct, 1 costs attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by PROFESSIONAL as to reasonableness and to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals). If any such acceptance occurs prior to PROFESSIONAL's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefore

as provided in Article 11. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER."

OWNER May Correct Defective Work:

Section 13.14. is hereby replaced and superseded by the following: "If CONTRACTOR fails within a reasonable time after written notice of PROFESSIONAL to proceed to correct defective Work or to remove and replace rejected Work as required by PROFESSIONAL in accordance with paragraph 13.11, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously, to the extent necessary to complete corrective and remedial action. OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees such access to the site as may be necessary to enable OWNER to exercise the rights and remedies under this paragraph. All direct costs of OWNER in exercising such rights and remedies will be charged against CONTRACTOR in an amount approved as to reasonableness by PROFESSIONAL, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefor as provided in Article 11. Such direct costs will include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's defective Work. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies hereunder."

Neglected Work by CONTRACTOR

Section 13.15 If CONTRACTOR neglects to execute the Work in accordance with the Contract Documents, including any requirements of the progress schedule, PROFESSIONAL may direct CONTRACTOR to submit a recovery plan and take specific corrective actions including, but not limited to, employing additional workmen and/or equipment, and working extended hours and additional days, all at no cost to OWNER in order to put the Work back on schedule. If CONTRACTOR fails to correct the deficiency or take appropriate corrective action, OWNER may terminate the contract subject to the provisions of Article 15 or CONTRACTOR's right to proceed with that portion of Work and have the Work done by others. The cost of completion under such procedure shall be charged against CONTRACTOR. A Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including an appropriate reduction in the Contract Price. If the payments due CONTRACTOR are not sufficient to cover such amount, CONTRACTOR shall pay the difference to OWNER.

Schedule of Values:

Section 14.1 is hereby replaced and superseded by the following: "The Schedule of Values established as provided in paragraph 2.9 will serve as the basis for progress payments to be made on a monthly basis by OWNER and will be incorporated into a form of Application for Payment acceptable to Project Manager. Progress payments on account of Unit Price Work will be based on the number of units completed."

Review of Applications for Progress Payment:

Section 14.4 is hereby replaced and superseded by the following: "PROFESSIONAL will, within ten (10) calendar days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the application to OWNER, or return the application to CONTRACTOR indicating in writing PROFESSIONAL's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the application. OWNER shall, within thirty-one calendar days of presentation to him of the application for payment with PROFESSIONAL's recommendation of the amount for payment, pay CONTRACTOR amount recommended. OWNER will make partial payments with respect to each Application for Payment to the extent that no valid reasons are documented by PROGRAM MANAGER for non-payment of specific charges."

Review of Applications for Progress Payment:

Section 14.7.4 is hereby replaced and superseded by the following: "of PROFESSIONAL's actual knowledge of the occurrence of any of the events enumerated in paragraphs 15.2.1 through 15.2.9 inclusive.

OWNER may refuse to make payment of the full amount recommended by PROFESSIONAL because claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work or Liens have been filed in connection with the Work or there are other items entitling OWNER to a off-set against the amount recommended, but OWNER must give CONTRACTOR immediate written notice (with a copy to PROFESSIONAL) stating the reasons for such action. Upon CONTRACTOR'S correction of any such deficiencies, OWNER shall forthwith make prompt payment of the amount due and outstanding to CONTRACTOR."

Termination For Cause:

Section 15.2.9 is hereby replaced and superseded by the following: "if CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents, OWNER may, after giving CONTRACTOR (and the surety, if there be one) seven days' written notice and to the extent permitted by Laws and Regulations, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct costs of completing the Work (including but not limited to fees and charges of PROFESSIONALS, architects, attorneys and other PROFESSIONALS and court and arbitration costs) such excess will be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such costs incurred by OWNER will be approved as to reasonableness by PROFESSIONAL and incorporated in a Change Order, but when exercising any rights or remedies under this paragraph, OWNER shall not be required to obtain the lowest price for the Work performed."

ARTICLE 16--DISPUTE RESOLUTION

Section 16.1 is hereby replaced and superseded by the following: "All disputes arising under this Contract or its interpretation whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall within thirty (30) working days of the commencement of the dispute, or such other time as mutually agreed by the parties, be presented by CONTRACTOR to OWNER for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. In the meantime, CONTRACTOR shall proceed with the Work as directed. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within thirty (30) working days of its commencement, the claim will be considered only for a period commencing thirty (30) working days prior to the receipt by OWNER of notice thereof. Each decision by OWNER will be in writing and will be mailed to CONTRACTOR by registered or certified mail, return receipt requested, directed to his last known address. OWNER shall make its decision for each such claim within thirty (30) days after receipt from CONTRACTOR of such claim unless otherwise mutually agreed by the parties."

General:

Section 17.4 is hereby replaced and superseded by the following: "The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.32, 13.1, 13.12, 13.14, 14.3 and 15.2 and all of the rights and remedies available to OWNER, PROFESSIONAL, and CONTRACTOR there under, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents will survive final payment and termination or completion of the Agreement."

Section 17.5 is hereby replaced and superseded by the following: "CONTRACTOR shall keep adequate records and supporting documentation applicable to this Work and Contract. Said records and documentation shall be retained by CONTRACTOR for a minimum of five (5) years from the date of final completion or termination of this Contract. OWNER shall have the right to audit, inspect, and copy all such records and documentation as often as OWNER deems necessary during the period of the Contract and for a period of five (5) years thereafter provided,

however, such activity shall be conducted only during normal business hours. OWNER, during this period of time, shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of CONTRACTOR as concerns the aforesaid records and supporting documentation. Notwithstanding the foregoing, OWNER shall not be entitled to audit, inspect, or copy any of CONTRACTOR's records and documentation pertaining to CONTRACTOR's Fixed General Conditions Work including the makeup or composition of its lump sum prices, unit prices, fixed fees or percentage markups."

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GENERAL CONDITIONS

ARTICLE I--DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents the following terms have the meanings indicated, which are applicable to both the singular and plural thereof:

Addenda -Any changes, revisions or clarifications of the Contract Documents which have been duly issued by OWNER to prospective Bidders prior to the time of opening of Bids.

Agreement-The written agreement between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

Application for Payment-The form accepted by PROFESSIONAL which is to be used by CONTRACTOR in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract Documents.

Bid-The offer or proposal of the bidder submitted on the prescribed form setting forth the price(s) for the Work to be performed.

Bonds-Bid, performance and payment bonds and other instruments of security furnished by CONTRACTOR and its Surety in accordance with the Contract Documents.

Change Order-- A document recommended by PROFESSIONAL, which is signed by CONTRACTOR and OWNER, and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.

Contract Documents-The Agreement; Addenda (which pertain to the Contract Documents); CONTRACTOR's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement; the Bonds; these General Conditions; the Supplementary Conditions; the Plans, Specifications and the Drawings as the same are more specifically identified in the Agreement; Certificates of Insurance; Notice of Award; and Change Order duly delivered after execution of Contract together with all amendments, modifications and supplements issued pursuant to paragraphs 3.3 and 3.5 or after the Effective Date of the Agreement.

Contract Price-The moneys payable by OWNER to CONTRACTOR under the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.9.1 in the case of Unit Price Work).

Contract Time-The number of days (computed as provided in paragraph 17.2.1) or the date stated in the Agreement for the completion of the Work.

CONTRACTOR -The person, firm or corporation with whom OWNER has entered into the Agreement.

COUNTY-Richmond County, Georgia, or Augusta, Georgia, political subdivisions of the State of Georgia, the Augusta-Richmond County Commission, and its authorized designees, agents, or employees.

Day -Either a working day or calendar day as specified in the bid documents. If a calendar day shall fall on a legal holiday, that day will be omitted from the computation. Legal Holidays: New Year's Day, Martin Luther King Day, Memorial Day, 4th of July, Labor Day, Veterans Day, Thanksgiving Day and the following Friday, and Christmas Day.

Defective-An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty or deficient, does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to PROFESSIONAL's recommendation of final payment, unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion (in accordance with paragraph 14.8 or 14.10).

Drawings-The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by PROFESSIONAL and are referred to in the Contract Documents.

Effective Date of the Agreement-The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed by the Mayor of Augusta, Georgia.

Field Order-A written order issued by PROFESSIONAL that modifies Drawings and Specifications, but which does not involve a change in the Contract Price or the Contract Time.

General Requirements-Sections of Division I of the Specifications.

Laws or Regulations-Laws, rules, regulations, ordinances, codes and/or orders.

Notice of Award-The written notice by OWNER to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.

Notice to Proceed-A written notice given by OWNER to CONTRACTOR (with a copy to PROFESSIONAL) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR'S obligations under the Contract Documents.

OWNER- Augusta, Georgia, and the Augusta-Richmond County Commission.

Partial Utilization-Placing a portion of the Work in service for the purpose for which it is intended or for a related purpose) before reaching Substantial Completion for all the Work.

PROFESSIONAL-The Architectural/Engineering firm or individual or in-house licensed person designated to perform the design and/or resident engineer services for the Work.

PROGRAM MANAGER – The professional firm or individual designated as the representative or the OWNER who shall act as liaison between OWNER and both the PROFESSIONAL and CONTRACTOR when project is part of an OWNER designated program.

Project-The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part, as indicated elsewhere in the Contract Documents.

Project Area-The area within which are the specified Contract Limits of the improvements contemplated to be constructed in whole or in part under this Contract.

Project Manager-The professional in charge, serving OWNER with architectural or engineering services, his successor, or any other person or persons, employed by said OWNER, for the purpose of directing or having in charge the work embraced in this Contract.

Resident Project Representative-The authorized representative of PROFESSIONAL as PROGRAM MANAGER who is assigned to the site or any part thereof.

Shop Drawings-All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for CONTRACTOR to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.

Specifications-Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

Subcontractor-An individual, firm or corporation having a direct contract with CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the Work at the site.

Substantial Completion-The Work (or a specified part thereof) has progressed to the point where, in the opinion of PROFESSIONAL as evidenced by PROFESSIONAL's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be used for the purposes for which it is intended, or if there be no such certificate issued, when final payment is due in accordance with paragraph 14.13. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.

Supplementary Conditions-The part of the Contract Documents which amends or supplements these General Conditions.

Supplier-A manufacturer, fabricator, supplier, distributor, materialman or vendor.

Underground Facilities-All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasement containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems, or water.

Unit Price Work-Work to be paid for on the basis of unit prices.

Work-The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, and furnishing documents, all as required by the Contract Documents.

Work Change Directive-A written directive to CONTRACTOR, issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by PROFESSIONAL, ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed as provided in paragraph 4.2 or 4.3 or to emergencies under paragraph 6.22. A *Work Change Directive* may not change the Contract Price or the Contract Time but is evidence that the parties expect that the change directed or documented by a *Work Change Directive* will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Time as provided in Article 10.

Written Amendment-A written amendment of the Contract Documents, signed by OWNER and

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Revision Date
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CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the non-engineering or non-technical rather than strictly Work-related aspects of the Contract Documents.

ARTICLE 2-PRELIMINARY MATTERS

Delivery of Bonds:

2.1. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish in accordance with these Contract Documents.

Copies of Documents:

2.2. After the award of the Contract, OWNER shall furnish CONTRACTOR, at no cost, one (1) complete set of the Contract Documents for execution of the work. Additional sets of the project manual and drawings and/or individual pages or sheets of the project manual or drawings will be furnished by COUNTY upon CONTRACTOR's request and at CONTRACTOR's expense, which will be OWNER's standard charges for printing and reproduction.

Commencement of Contract Time, Notice to Proceed:

2.3. The Contract Time shall commence as established in the Notice to Proceed. A Notice to Proceed may be given at any time after the Effective Date of the Contract.

Starting the Project:

2.4. CONTRACTOR shall begin the Work on the date the Contract Time commences. No Work shall be done prior to the date on which the Contract Time commences. Any Work performed by CONTRACTOR prior to date on which Contract Time commences shall be at the sole risk of CONTRACTOR.

Before Starting Construction:

2.5. Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to PROFESSIONAL any conflict, error, ambiguity, or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from PROFESSIONAL before proceeding with any Work affected thereby. CONTRACTOR shall be liable to OWNER for failure to report any conflict, error, ambiguity or discrepancy in the Contract Documents, if CONTRACTOR knew or reasonably should have known thereof.

2.6. Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to PROFESSIONAL and OWNER for review:

2.6.1. an estimated progress schedule indicating the starting and completion dates of the various stages of the Work:

2.6.2. a preliminary schedule of Shop Drawing and Sample submissions, and

2.6.3. a preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work which will be confirmed in writing by CONTRACTOR at

the time of submission.

2.7. Before any Work at the site is started, CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, an original policy or certified copies of each insurance policy (and other evidence of insurance which OWNER may reasonably request) which CONTRACTOR is required to purchase and maintain in accordance with Article 5.

Pre-construction Conference:

2.8. Before any Work at the site is started, a conference attended by CONTRACTOR, OWNER, PROFESSIONAL and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in 2.6 as well as procedures for handling Shop Drawings and other submittals, processing applications for payment and maintaining required records.

Finalizing Schedules:

2.9. At least ten days before submission of the first Application for Payment, a conference attended by CONTRACTOR, PROFESSIONAL and OWNER and others as appropriate will be held to finalize the schedules submitted in accordance with paragraph 2.6. CONTRACTOR shall have an additional ten (10) calendar days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until the schedules are submitted and acceptable to OWNER and PROFESSIONAL as provided below. The finalized progress schedule will be acceptable to OWNER and PROFESSIONAL as providing an orderly progression of the Work to completion within any specified Milestones and the Contract Time, but such acceptance will neither impose on PROFESSIONAL responsibility for the sequencing, scheduling or progress of the Work nor interfere with or relieve CONTRACTOR from full responsibility therefor. The finalized schedule of Shop Drawing submissions and Sample submissions will be acceptable to PROFESSIONAL as providing a workable arrangement for reviewing and processing the submissions. CONTRACTOR's schedule of values shall be approved by PROFESSIONAL as to form and substance.

CONTRACTOR, in addition to preparing an initially acceptable schedule, shall be responsible for maintaining the schedule, including updating schedule. Schedule updates shall include progression of work as compared to scheduled progress on work. Schedule updates shall accompany each pay request.

ARTICLE 3-CONTRACT DOCUMENTS; INTENT, AMENDING, REUSE

Intent:

3.1. The Contract Documents comprise the entire agreement between OWNER and CONTRACTOR concerning the Work. The Contract Documents are complementary: what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the State of Georgia.

3.2. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be supplied whether or not specifically called for. When words or phrases which have a well-known technical or construction industry or trade meaning are used to describe Work, materials or equipment, such words shall be interpreted in accordance with that meaning.

3.3. Except as otherwise specifically stated in the Contract Documents or as may be provided by amendment or supplement thereto issued by one of the methods indicated in 3.6 or 3.7, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity or discrepancy between the provisions of the Contract Documents and the provisions of any such standard, specification, manual, code or instruction (whether or not specifically incorporated by reference in the Contract Documents) and the provisions of any such Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation). Clarifications and interpretations of the Contract Documents shall be issued by PROFESSIONAL as provided in paragraph 9.4.

3.4. Reference to standards, specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, specification, manual, code or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

3.5. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity or discrepancy within the Contract Documents or between the Contract Documents and any provision of any such Law or Regulation applicable to the performance of the Work or of any such standard, specification, manual or code or of any instruction of any Supplier referred to in 6.7, CONTRACTOR shall so report to PROFESSIONAL in writing at once and before proceeding with the Work affected thereby and shall obtain a written interpretation or clarification from PROFESSIONAL; however, CONTRACTOR shall not be liable to OWNER or PROFESSIONAL for failure to report any conflict, error, ambiguity or discrepancy in the Contract Documents unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

Amending and Supplementing Contract Documents:

3.6. The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

3.6.1. a formal Written Amendment,

3.6.2. a Change Order (pursuant to paragraph 10.3), or

3.6.3. a Work Change Directive (pursuant to paragraph 10.4).

As indicated in paragraphs 11.2 and 12.1, Contract Price and Contract Time may only be changed by a Change Order or a Written Amendment.

3.7. In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized in one or more of the following ways:

3.7.1. a Field Order (pursuant to paragraph 9.5).

3.7.2. PROFESSIONAL's approval of a Shop Drawing or sample (pursuant to paragraphs 6.24 and 6.26), or

3.7.3. PROFESSIONAL's written interpretation or clarification (pursuant to paragraph 9.4).

Reuse of documents:

3.8. Neither CONTRACTOR nor any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with OWNER shall have or acquire any title to or OWNERSHIP rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of PROFESSIONAL or PROFESSIONAL's consultant; and they shall not reuse such Drawings, Specifications or other documents (or copies of any thereof) on extensions of the Project or any other project without written consent of OWNER and PROFESSIONAL and specific written verification or adaptation by PROFESSIONAL.

ARTICLE 4-AVAILABILITY OF LANDS, PHYSICAL CONDITIONS; REFERENCE POINTS

Availability of Lands:

4.1. OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of CONTRACTOR. Necessary easements or rights-of-way will be obtained and expenses will be borne by OWNER. If CONTRACTOR and OWNER are unable to agree on entitlement to or the amount or extent of any adjustments in the Contract Price or the Contract Times as a result of any delay in OWNER's furnishing these lands, rights-of-way or easements, the CONTRACTOR may make a claim therefor as provided in Articles 11 and 12. The CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

Physical Conditions:

4.2.1. *Explorations and Reports:* Reference is made to the Supplementary Conditions for identification of those reports of explorations and tests of subsurface conditions at or contiguous to the site that have been utilized in preparing the Contract Documents and those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) that have been utilized in preparing the Contract Documents.

4.2.2. CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any claim against OWNER, PROFESSIONAL, or any of PROFESSIONAL's Consultants with respect to:

4.2.2.1. the completeness of such reports and drawings for CONTRACTOR's purposes, including but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto, or

4.2.2.2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings, or

4.2.2.3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such data, interpretations, opinions or information.

4.2.3. If conditions are encountered, excluding existing utilities, at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then CONTRACTOR shall give OWNER notice thereof promptly before conditions are disturbed and in no event later than 48 hours after first observance of the conditions.

4.2.4. The OWNER and PROFESSIONAL shall promptly investigate such conditions, and, if they differ materially and cause an increase or decrease in CONTRACTOR's cost of, or time required for, performance of any part of the Work, the OWNER and PROFESSIONAL shall recommend an equitable adjustment in the Contract Price or Contract Time, or both. If the OWNER and PROFESSIONAL determine that the conditions at the Site are not materially different from those indicated in the Contract Documents or

are not materially different from those ordinarily found and that no change in the terms of the Contract is justified, the PROFESSIONAL shall notify CONTRACTOR of the determination in writing. The Work shall be performed after direction is provided by the PROFESSIONAL.

Physical Conditions-Underground Facilities:

4.3.1. Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to OWNER or PROFESSIONAL by OWNER'S of such Underground Facilities or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

4.3.1.1. OWNER and PROFESSIONAL shall not be responsible for the accuracy or completeness of any such information or data; and

4.3.1.2. The cost of all of the following will be included in the Contract Price and CONTRACTOR shall have full responsibility for reviewing and checking all such information and data for locating all Underground Facilities shown or indicated in the Contract Documents, for coordination of the Work with the OWNER'S of such Underground Facilities during construction, for the safety and protection thereof as provided in paragraph 6.20 and repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.

4.3.2. *Not Shown or Indicated.* If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents and which CONTRACTOR could not reasonably have been expected to be aware of, CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work affected thereby except in an emergency as permitted by paragraph 6.22, identify the OWNER of such Underground Facility and give written notice thereof to that OWNER and to OWNER and PROFESSIONAL. PROFESSIONAL will promptly review the Underground Facility to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the Underground Facility, and the Contract Documents will be amended or supplemented to the extent necessary. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility as provided in paragraph 6.20. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, to the extent that they are attributable to the existence of any Underground Facility that was not shown or indicated in the Contract Documents and which CONTRACTOR could not reasonably have been expected to be aware of. If the parties are unable to agree as to the amount or length thereof, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.

Reference Points:

4.4. OWNER shall provide Engineering surveys to establish reference points for construction which in PROFESSIONAL's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work (unless otherwise specified in the General Requirements), shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to PROFESSIONAL whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel.

Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material:

4.5 OWNER shall be responsible for any Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material uncovered or revealed at the site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work and which may present a substantial danger to persons or property exposed thereto in connection with the Work at the site. OWNER shall not be responsible for any such materials brought to the site by CONTRACTOR, Subcontractor, Suppliers or anyone else for whom CONTRACTOR is responsible.

4.6 CONTRACTOR shall immediately: (i) stop all work in connection with such hazardous condition and in any area affected thereby (except in an emergency as required by 6.22), and (ii) notify OWNER and PROFESSIONAL (and thereafter confirm such notice in writing). OWNER shall promptly consult with PROFESSIONAL concerning the necessity for OWNER to retain a qualified expert to evaluate such hazardous condition or take corrective action, if any. CONTRACTOR shall not be required to resume Work in connection with such hazardous condition or in any such affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR special written notice (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of such Work stoppage or such special conditions under which Work is agreed by CONTRACTOR to be resumed, either party may make a claim therefor as provided in Articles 11 and 12.

4.7 If after receipt of such special written notice, CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then CONTRACTOR may order such portion of the Work that is in connection with such hazardous conditions or in such affected area to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a claim therefor as provided in Articles 11 and 12. OWNER may have deleted such portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

4.7.1 The provisions of 4.2 and 4.3 are not intended to apply to Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material uncovered or revealed at the site.

ARTICLE 5-BONDS AND INSURANCE

Performance and Other Bonds:

5.1. CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as Security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as otherwise provided by Law or Regulation or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the forms prescribed by Law or Regulation or by the Contract Documents and be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds, and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

Licensed Sureties and Insurers; Certificates of Insurance

5.2.1 All bonds and insurance required by the Contract Documents to be purchased and maintained by CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the State of Georgia to issue bonds or insurance policies for the limits and coverages so required. All bonds signed by an agent must be accompanied by a certified copy of authority to act. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.2.2. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in 5.3, an original or a certified copy of the complete insurance policy for each policy required, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain in accordance with 5.3.

5.2.3. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.1, CONTRACTOR shall within five days thereafter substitute another Bond and Surety, both of which must be acceptable to OWNER.

CONTRACTOR's Liability Insurance:

5.3. CONTRACTOR shall purchase and maintain such comprehensive general liability and other insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance and furnishing of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed or furnished by CONTRACTOR, by any Subcontractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable:

5.3.1. Claims under workers' or workmen's compensation, disability benefits and other similar employee benefit acts;

5.3.2. Claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

5.3.3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;

5.3.4. Claims for damages insured by personal injury liability coverage which are sustained (a) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (b) by any other person for any other reason;

5.3.5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom;

5.3.6. Claims arising out of operation of Laws or Regulations for damages because of bodily injury or death of any person or for damage to property; and

5.3.7. Claims for damages because of bodily injury or death of any person or property damage arising out of the OWNERSHIP, maintenance or use of any motor vehicle.

The insurance required by this paragraph 5.3 shall include the specific coverage's and be written for not less than the limits of liability and coverage's provided in the Supplementary Conditions, or required by law, whichever is greater. The comprehensive general liability insurance shall include completed operations insurance. All of the policies of insurance so required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER, PROGRAM MANAGER, and PROFESSIONAL by certified mail. All such insurance shall remain in effect until final payment and at all times thereafter when CONTRACTOR may be correcting, removing or replacing defective Work in accordance with paragraph 13.12. In addition, CONTRACTOR shall maintain such completed operations insurance for at least two years after final payment and furnish OWNER with evidence of continuation of such insurance at final payment and one year thereafter.

Contractual Liability Insurance:

5.4. The comprehensive general liability insurance required by paragraph 5.3 will include contractual liability insurance applicable to CONTRACTOR's obligations under paragraphs 6.32 and 6.33.

OWNER's Liability Insurance:

5.5. OWNER shall be responsible for purchasing and maintaining OWNER's own liability insurance, and/or Risk Retention Program, and, at OWNER's option, may purchase and maintain such insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

Property Insurance:

5.6. Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property insurance upon the Work at the site to the full insurable value thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall include the interests of OWNER, CONTRACTOR, Subcontractors, PROGRAM MANAGER, PROFESSIONAL and PROFESSIONAL's consultants in the Work, all of whom shall

be listed as insureds or additional insured parties, shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be provided in the Supplementary Conditions, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including but not limited to fees and charges of PROFESSIONALS, architects, attorneys and other PROFESSIONALS). If not covered under the "all risk" insurance or otherwise provided in the Supplementary Conditions, CONTRACTOR shall purchase and maintain similar property insurance on portions of the Work stored on and off the site or in transit when such portions of the Work are to be included in an Application for Payment.

5.7. OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, PROFESSIONAL AND PROFESSIONAL's consultants in the Work, all of whom shall be listed as insured or additional insured parties.

5.8. All the policies of insurance (or the certificates or other evidence thereof) required to be purchased and maintained by OWNER in accordance with paragraphs 5.6 and 5.7 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least thirty days prior written notice has been given to CONTRACTOR by certified mail and will contain waiver provisions in accordance with paragraph of 5.11.2.

5.9. OWNER shall not be responsible for purchasing and maintaining any property insurance to protect the Interests of CONTRACTOR, Subcontractors or others in the Work to the extent of any deductible amounts that are provided in the Supplementary Conditions. The risk of loss within the deductible amount will be borne by CONTRACTOR, Subcontractor or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

5.10. If CONTRACTOR requests in writing that other special insurance be included in the property insurance policy, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

Waiver of Rights:

5.11.1. OWNER and CONTRACTOR waive all rights against each other for all losses and damages caused by any of the perils covered by the policies of insurance provided in response to paragraphs 5.6 and 5.7 and other property insurance applicable to the Work, and also waive all such rights against the Subcontractors, PROFESSIONAL, PROFESSIONAL's consultants and all other parties named as insureds in such policies for losses and damages so caused. As required by paragraph 6.11, each subcontract between CONTRACTOR and a Subcontractor will contain similar waiver provisions by the Subcontractor in favor of OWNER, CONTRACTOR, PROFESSIONAL, PROFESSIONAL's consultants and all other parties named as insureds. None of the above waivers shall extend to the rights that any of the insured parties may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

5.11.2. OWNER and CONTRACTOR intend that policies provided in response to paragraphs 5.6 and 5.7 shall protect all of the parties insured and provide primary coverage for all losses and damages caused by the perils covered thereby. Accordingly, all such policies shall contain provisions to the effect that in the event

of payment of any loss or damage the insurer will have no rights of recovery against any of the parties named as insureds or additional insureds, and if the insurers require separate waiver forms to be signed by PROFESSIONAL or PROFESSIONAL's consultant, OWNER will obtain the same, and if such waiver forms are required of any Subcontractor, CONTRACTOR will obtain the same.

Receipt and Application of Proceeds:

5.12. Any insured loss under the policies of insurance required by paragraphs 5.6 and 5.7 will be adjusted with OWNER and made payable to OWNER as trustee for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.13. OWNER shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

Receipt and Application of Insurance Proceeds

5.13. OWNER, as trustee, shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within fifteen days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER, as trustee, shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If required in writing by any party in interest, OWNER as trustee shall, upon the occurrence of an insured loss, give bond for the proper performance of such duties.

Acceptance of Insurance:

5.14. If OWNER has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by CONTRACTOR in accordance with paragraphs 5.3 and 5.4 on the basis of its not complying with the Contract Documents, OWNER shall notify CONTRACTOR in writing thereof within ten days of the date of delivery of such certificates to OWNER in accordance with paragraph 2.7. If CONTRACTOR has any objection to the coverage afforded by or other provisions of the policies of insurance required to be purchased and maintained by OWNER in accordance with paragraphs 5.6 and 5.7 on the basis of their not complying with the Contract Documents, CONTRACTOR shall notify OWNER in writing thereof within ten days of the date of delivery, of such certificates to CONTRACTOR in accordance with paragraph 2.7. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided by each as the other may reasonably request. Failure by OWNER or CONTRACTOR to give any such notice of objection within the time provided shall constitute acceptance of such insurance purchased by the other as complying with the Contract Documents.

Partial Utilization-Property Insurance:

5.15. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with paragraph 14.10 provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or lapse on account of any such partial use or

occupancy.

Indemnification

5.16.1. CONTRACTOR shall indemnify and hold harmless OWNER, PROGRAM MANAGER, and its employees and agents from and against all liabilities, claims, suits, demands, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from the performance of its Work, provided that any such liability, claim, suit, demand, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom and (b) is caused in whole or in part by an act or omission of CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, whether or not it is caused in whole or in part by the negligence or other fault of a party indemnified hereunder.

5.16.2. In any and all claims against OWNER or any of its agents or employees by any employee of CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any SUBCONTRACTOR under workmen's compensation acts, disability benefit acts, or other employee benefit acts.

5.16.3. CONTRACTOR shall indemnify and hold harmless OWNER and anyone directly or indirectly employed by it from and against all claims, suits, demands, damages, losses expenses (including attorneys' fees) arising out of any infringement on patent or copyrights held by others and shall defend all such claims in connection with any alleged infringement of such rights.

ARTICLE 6--CONTRACTOR'S RESPONSIBILITIES

6.1. CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of others in the design or specification of a specific means, method, technique, sequence or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

6.2. CONTRACTOR shall keep on the Work, at all times during its progress, a competent resident superintendent, who shall not be replaced without written notice to OWNER and PROFESSIONAL except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications to the superintendent shall be as binding as if given to CONTRACTOR.

Labor, Materials and Equipment:

6.3. CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours, and CONTRACTOR will not permit evening work or the performance of Work on Saturday, Sunday or any legal holiday without OWNER's written consent given after prior written notice to PROFESSIONAL.

6.4. Unless otherwise specified in the General Requirements, CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals whether temporary or permanent necessary for the execution, testing, initial operation, and completion of the Work as required by the Contract Documents.

6.5. All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by PROFESSIONAL, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents; but no provision of any such instructions will be effective to assign to PROFESSIONAL, or any of PROFESSIONAL's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.14 or 9.15.

Adjusting Progress Schedule:

6.6. CONTRACTOR shall submit to PROFESSIONAL for acceptance to the extent indicated in paragraph 2.9 adjustments in the progress schedule to reflect the impact thereon of new developments; these will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

Substitutes or "Or-Equal" Items:

6.7.1. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other Suppliers may be accepted by PROFESSIONAL if sufficient information is submitted by CONTRACTOR to allow PROFESSIONAL to determine that the material or equipment proposed is equivalent or equal to that named. The procedure for review by PROFESSIONAL will include the following as supplemented in the General Requirements. Requests for review of substitute items of material and equipment will not be accepted by PROFESSIONAL from anyone other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall make written application to PROFESSIONAL for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will state that the evaluation and acceptance of the proposed substitute will not prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by PROFESSIONAL. In evaluating the proposed substitute, PROFESSIONAL may require CONTRACTOR to furnish, at CONTRACTOR's expense, additional data about the proposed substitute.

6.7.2. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to PROFESSIONAL, if CONTRACTOR submits sufficient information to allow PROFESSIONAL to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by PROFESSIONAL will be similar to that provided in paragraph 6.7.1 as applied by PROFESSIONAL and as may be supplemented in the General Requirements.

6.7.3. PROFESSIONAL will be allowed a reasonable time within which to evaluate each proposed substitute. PROFESSIONAL will be the sole judge of acceptability and no substitute will be ordered, installed or utilized without PROFESSIONAL's prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. OWNER may require CONTRACTOR to furnish, at CONTRACTOR's expense, a special performance guarantee or other surety with respect to any substitute. PROFESSIONAL will record time required by PROFESSIONAL and PROFESSIONAL's consultants in evaluating substitutions proposed by CONTRACTOR and in making changes in the Contract Documents occasioned thereby. Whether or not PROFESSIONAL accepts a proposed substitute, CONTRACTOR shall reimburse OWNER for the charges of PROFESSIONAL and PROFESSIONAL's consultants for evaluating each proposed substitute.

Concerning Subcontractors, Suppliers and Others:

6.8.1. CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization

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When shaded see SUPPLEMENTAL GENERAL CONDITIONS for modifications.
Underlined paragraphs indicate some but not all variations that may be found in CMAR Agreement

(including those acceptable to OWNER and PROFESSIONAL as indicated in paragraph 6.8.2) whether initially or as a substitute, against whom OWNER or PROFESSIONAL may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

6.8.2. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers or other persons or organizations including those who are to furnish the principal items of materials and equipment to be submitted to OWNER prior to the Effective Date of the Agreement for acceptance by OWNER and PROFESSIONAL and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's or PROFESSIONAL's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the Contract Documents) of any such Subcontractor, Supplier or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case CONTRACTOR shall submit an acceptable substitute, the Contract Price will be increased by the difference, and the cost occasioned by such substitution and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER or PROFESSIONAL of any such Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of OWNER or PROFESSIONAL to reject defective Work.

6.9. CONTRACTOR shall be fully responsible to OWNER and PROFESSIONAL for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between OWNER or PROFESSIONAL and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER or PROFESSIONAL to pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by Laws and Regulations.

6.10. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

6.11. All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and PROFESSIONAL and contains waiver provisions as required by paragraph 5.11. CONTRACTOR shall pay each Subcontractor a just share of any insurance moneys received by CONTRACTOR on account of losses under policies issued pursuant to paragraphs 5.6 and 5.7.

Patent Fees and Royalties:

6.12. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. CONTRACTOR shall indemnify and hold harmless OWNER and PROFESSIONAL and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses including attorneys' fees and court and arbitration costs arising out of any infringement on patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

Permits:

6.13. CONTRACTOR shall obtain and pay for all construction permits, licenses, governmental charges and inspection fees, and all public utility charges which are applicable and necessary for the execution of the Work. All permit costs shall be included in the base bid. Permits, if any, that are provided and paid for by OWNER are listed in the Supplementary Conditions. Any delays associated with the permitting process will be considered for time extensions only and no damages or additional compensation for delay will be allowed.

Laws and Regulations:

6.14.1. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor PROFESSIONAL shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

6.14.2. If CONTRACTOR observes that any of the Contract Documents are contradictory to such laws, rules, and regulations, it will notify the Project Manager promptly in writing. Any necessary changes shall then be adjusted by an appropriate Change Order. If CONTRACTOR performs any Work that it knows or should have known to be contrary to such laws, ordinances, rules, and regulations and without such notice to the Project Manager, it shall bear all related costs.

Taxes:

6.15. CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

Use of Premises:

6.16. CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements. CONTRACTOR shall not unreasonably encumber the premises with construction equipment or other materials or equipment. Any loss or damage to CONTRACTOR's or any Subcontractor's equipment is solely at the risk of CONTRACTOR. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the OWNER or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against OWNER or PROFESSIONAL by any such OWNER or occupant because of the performance of the Work, CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim by arbitration or at law. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold OWNER harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of PROFESSIONALS, architects, attorneys and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any such other party against OWNER to the extent based on a claim arising out of CONTRACTOR's performance of the Work.

6.17. During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris or contaminants resulting from the Work. At the completion of the Work, CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials,

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and shall leave the site clean and ready for occupancy by OWNER. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

6.18. CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger them.

Record Documents:

6.19. Contractor shall keep at the site and in good order one record copy of the Contract Documents and all Drawings and Specifications. These documents shall be annotated on a continuing basis to show all changes made during the construction process. These shall be available to PROFESSIONAL and the Project Manager and shall be submitted with the Application for Final Payment.

Safety and Protection:

6.20. CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall assume all risk of loss for stored equipment or materials, irrespective of whether CONTRACTOR has transferred the title of the stored equipment or materials to OWNER. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

6.20.1. all employees on the Work and other persons and organizations who may be affected thereby;

6.20.2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and

6.20.3. other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify OWNERS of adjacent property and of Underground Facilities and utility OWNERS when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph 6.20.2 or 6.20.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or PROFESSIONAL or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR). CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and PROFESSIONAL has issued a notice to OWNER and CONTRACTOR in accordance, with paragraph 14.13 that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.21. CONTRACTOR shall designate a responsible member of its organization whose duty shall be the prevention of accidents at the site. This person shall be CONTRACTOR's superintendent unless otherwise designated in writing by CONTRACTOR to the Project Manager.

Emergencies:

6.22. In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from PROFESSIONAL or OWNER, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give PROFESSIONAL prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If PROFESSIONAL determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Work Change Directive or Change Order be issued to document the consequences of the changes or variations.

6.22.1. CONTRACTOR shall immediately notify PROFESSIONAL of all events involving injuries to any person on the Site, whether or not such person was engaged in the construction of the Project, and shall file a written report on such person(s) and any other event resulting in property damage of any amount within five (5) days of the occurrence.

6.22.2. If PROFESSIONAL determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Change Order will be issued to document the consequences of such action.

Shop Drawings and Samples:

6.23. After checking and verifying all field measurements, CONTRACTOR shall promptly submit to PROFESSIONAL for approval, in accordance with the accepted schedule of submittals, all submittals and samples required by the Contract Documents. All submittals and samples shall have been checked by and stamped with the approval of CONTRACTOR and identified as PROFESSIONAL may require. The data shown on or with the submittals will be complete with respect to dimensions, design criteria, materials and any other information necessary to enable PROFESSIONAL to review the submittal as required. At the time of each submission, CONTRACTOR shall give notice to PROFESSIONAL of all deviations that the submittal or sample may have from the requirements of the Contract Documents.

6.24. PROFESSIONAL shall review and approve submittals and samples. Professional's review and approval shall be only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. The approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR will make any corrections required by PROFESSIONAL and resubmit the required number of corrected copies until approved. CONTRACTOR's stamp of approval on any submittal or sample shall constitute its representation to PROFESSIONAL and OWNER that CONTRACTOR has determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data, and that each submittal or sample has been reviewed or coordinated with the requirements of the Work and the Contract Documents.

6.24.1. No Work requiring a submittal or sample submission shall commence until the submission has been approved by PROFESSIONAL. A copy of each approved submittal and each approved sample shall be kept in good order by CONTRACTOR at the site and shall be available to PROFESSIONAL and OWNER. Any delays associated with the submittal process will be considered for time extensions only, and no damages or additional compensation for delay will be allowed.

6.24.2. Before submission of each Shop Drawing or sample, CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or

sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.

6.24.3. At the time of each submission, CONTRACTOR shall give PROFESSIONAL specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation to be made on each Shop Drawing submitted to PROFESSIONAL for review and approval of each such variation.

6.26. PROFESSIONAL will review and approve with reasonable promptness Shop Drawings and samples, but PROFESSIONAL's review and approval will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

6.27. PROFESSIONAL's approval of submittals or samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has, in writing, called PROFESSIONAL's attention to each such variation at the time of submission and the OWNER has given written approval to the specific deviation; any such approval by PROFESSIONAL shall not relieve CONTRACTOR from responsibility for errors or omissions in the submittals.

6.28. Where a shop drawing or sample is required by the Contract Documents or the schedule of shop drawings and sample submissions accepted by PROFESSIONAL as required, any related work performed prior to PROFESSIONAL's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

Continuing the Work:

6.30. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.6 or as CONTRACTOR and OWNER may otherwise agree in writing.

Cleaning Up:

6.31. CONTRACTOR shall maintain the site free from accumulations of waste materials, rubbish, and other debris or contaminants resulting from the work on a daily basis or as required. At the completion of the work, CONTRACTOR shall remove all waste materials, rubbish, and debris from the site as well as all tools, construction equipment and machinery, and surplus materials and will leave the Site clean and ready for occupancy by OWNER. All disposal shall be in accordance with applicable Laws and Regulations. In addition to any other rights available to OWNER under the Contract Documents, CONTRACTOR's failure to maintain the site may result in withholding of any amounts due CONTRACTOR. CONTRACTOR will restore to original condition those portions of the site not designated for alteration by the Contract Documents.

Indemnification:

6.32. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and

hold harmless OWNER, PROGRAM MANAGER and PROFESSIONAL and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of PROGRAM MANAGER, PROFESSIONALS, architects, attorneys and other PROFESSIONALS and court and arbitration costs) arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

6.33. In any and all claims against OWNER, PROGRAM MANAGER or PROFESSIONAL or any of their consultants, agents or employees by any employee of CONTRACTOR, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.32 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any such Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

6.34. The obligations of CONTRACTOR under paragraph 6.32 shall not extend to the liability of PROFESSIONAL, PROFESSIONAL's consultants, agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications.

ARTICLE 7---OTHER WORK

Related Work at Site:

7.1. OWNER may perform other work related to the Project at the site by OWNER's own forces, have other work performed by aided OWNERS or let other direct contracts therefor which shall contain General Conditions similar to these. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof will be given to CONTRACTOR prior to starting any such other work, and, if CONTRACTOR believes that such performance will involve additional expense to CONTRACTOR or requires additional time and the parties are unable to agree as to the extent thereof, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.

7.1.2. CONTRACTOR shall afford each utility OWNER and other contractor who is a party to such a direct contract for OWNER, if OWNER is performing the additional work with OWNER's employees, proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the Work with theirs. CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of PROFESSIONAL and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility OWNERS and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility OWNERS and other contractors.

7.2. If any part of CONTRACTOR's Work depends for proper execution or results upon the work of any such other contractor or utility OWNER (or OWNER), CONTRACTOR shall inspect and promptly report to PROFESSIONAL in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. CONTRACTOR's failure so to report will constitute an acceptance of the other work as fit and proper for integration with CONTRACTOR's Work except for latent or nonapparent defects and deficiencies in the other work.

Coordination:

7.4. If OWNER contracts with others for the performance of other work on the Project at the site, the person or organization who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified in the Supplementary Conditions, and the specific matters to be covered by such authority and responsibility will be itemized, and the extent of such authority and responsibilities will be provided in the Supplementary Conditions. Unless otherwise provided in the Supplementary Conditions, neither OWNER nor PROFESSIONAL shall have any authority or responsibility in respect of such coordination.

ARTICLE 8---OWNER'S RESPONSIBILITIES

8.1. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through the PROGRAM MANAGER or PROFESSIONAL.

8.2. In case of termination of the employment of PROFESSIONAL, OWNER shall appoint a PROFESSIONAL against whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former PROFESSIONAL. Any dispute in connection with such appointment shall be subject to arbitration.

8.3. OWNER shall furnish the data required of OWNER under the Contract Documents promptly and shall make payments to CONTRACTOR promptly after they are due as provided in paragraphs 14.4 and 14.13.

8.4. OWNER's duties in respect of providing lands and easements and providing Engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions at the site and in existing structures which have been utilized by PROFESSIONAL in preparing the Drawings and Specifications.

8.5. OWNER's responsibilities in respect of purchasing and maintaining liability and property insurance are set forth in paragraphs 5.5 through 5.8.

8.6. OWNER is obligated to execute Change Orders as indicated in paragraph 10.3.

8.7. OWNER's responsibility in respect of certain inspections, tests and approvals is set forth in paragraph 13.4.

8.8. In connection with OWNER's right to stop Work or suspend Work, see paragraphs 13.10 and 15.1. Paragraph 15.2 deals with OWNER's right to terminate services of CONTRACTOR under certain circumstances.

8.9 Added in SGC

ARTICLE 9---PROFESSIONAL'S STATUS DURING CONSTRUCTION

OWNER's Representative:

9.1. PROFESSIONAL will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of PROFESSIONAL as OWNER's representative during construction are set forth in the Contract Documents and shall not be extended without written consent of OWNER and PROFESSIONAL.

Visits to Site:

9.2. PROFESSIONAL will make visits to the site at intervals appropriate to the various stages of construction to observe the premises and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. PROFESSIONAL will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. PROFESSIONAL's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform to the Contract Documents. On the basis of such visits and on-site observations as an experienced and qualified design PROFESSIONAL, PROFESSIONAL will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defects and deficiencies in the Work.

Project Representation:

9.3. If OWNER and PROFESSIONAL agree, PROFESSIONAL will furnish a Resident Project Representative to assist PROFESSIONAL in observing the performance of the Work. The duties, responsibilities and limitations of authority of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions. If OWNER designates another agent to represent OWNER at the site who is not PROFESSIONAL's agent or employee, the duties, responsibilities and limitations of authority of such other person will be as provided in the Supplementary Conditions.

Clarifications and Interpretations:

9.4. PROFESSIONAL shall issue such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as may be determined necessary, or as reasonably requested by CONTRACTOR, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If CONTRACTOR believes that a written clarification and interpretation entitles it to an increase in the Contract Price and/or Contract Time, CONTRACTOR may make a claim as provided for in Articles 11 or 12.

Authorized Variations in Work:

9.5. PROFESSIONAL may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR who shall perform the Work involved promptly. If CONTRACTOR believes that a Field Order justifies an increase in the Contract Price or an extension of the

Contract Time and the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefor as provided in Article 11 or 12.

Rejecting Defective Work:

9.6. PROFESSIONAL will have authority to disapprove or reject Work which PROFESSIONAL believes to be defective and will also have authority to require special inspection or testing of the Work as provided in paragraph 13.9, whether or not the Work is fabricated, installed or completed.

Shop Drawings, Change Orders and Payments:

9.7. In connection with PROFESSIONAL's responsibility for Shop Drawings and samples, see paragraphs 6.23 through 6.29 inclusive.

9.8. In connection with PROFESSIONAL's responsibilities as to Change Orders, see Articles 10, 11 and 12.

9.9. In connection with PROFESSIONAL's responsibilities in respect of Applications for Payment, etc., see Article 14.

Determinations for Unit Prices:

9.10. PROFESSIONAL will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. PROFESSIONAL will review with CONTRACTOR PROFESSIONAL's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). PROFESSIONAL's written decisions thereon will be final and binding upon OWNER and CONTRACTOR, unless, within ten days after the date of any such decision, either OWNER or CONTRACTOR delivers to the other party to the Agreement and to PROFESSIONAL written notice of intention to appeal from such a decision.

Decisions on Disputes:

9.11. PROFESSIONAL will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims under Articles 11 and 12 in respect of changes to the Contract Price or Contract Time will be referred initially to PROFESSIONAL in writing with a request for a formal decision in accordance with this paragraph, which PROFESSIONAL will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter will be delivered by the claimant to PROFESSIONAL and the other party to the Agreement promptly (but in no event later than thirty days after the occurrence of the event giving rise thereto) and written supporting data will be submitted to PROFESSIONAL and the other party within sixty days after such occurrence unless PROFESSIONAL allows an additional period of time to ascertain more accurate data in support of the claim.

9.12. When functioning as interpreter and judge under paragraphs 9.10 and 9.11, PROFESSIONAL will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by PROFESSIONAL pursuant to paragraphs 9.10 and 9.11 with respect to any such claim, dispute or other matter (except any which have

been waived by the making or acceptance of final payment as provided in paragraph 14.16) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such claim, dispute or other matter.

Limitations on PROFESSIONAL's Responsibilities:

9.13. Neither PROFESSIONAL's authority to act under this Article or elsewhere in the Contract Documents nor any decision made in good faith to exercise such authority shall give rise to any duty or responsibility of PROFESSIONAL to CONTRACTOR, any Subcontractor, any of their agents or employees.

9.14. PROFESSIONAL shall not be responsible for the construction means, methods, techniques, sequences, or procedures or the safety precautions and programs used. PROFESSIONAL shall not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

9.15. PROFESSIONAL shall not be responsible for the acts or omissions of CONTRACTOR, any Subcontractors, any agents or employees, or any other persons performing any of the Work.

ARTICLE 10--CHANGES IN THE WORK

10.1. Without invalidating the Contract, OWNER may at any time or from time to time order additions, deletions, or revisions in the Work. The OWNER shall provide CONTRACTOR with a proposal request, identifying the Work to be added, deleted or revised. Upon receipt, CONTRACTOR shall promptly submit a written proposal for the changed work prepared in accordance with Articles 11 and 12. If the proposal request calls only for the deletion of Work, the OWNER may order the partial suspension of any Work related to the proposed deletion, in which case CONTRACTOR must cease performance as directed; CONTRACTOR shall not be entitled to claim lost profits on deleted work. All changed Work shall be executed under the applicable conditions of the Contract Documents.

10.2. Additional Work performed by CONTRACTOR without authorization of a Change Order will not entitle CONTRACTOR to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in Article 6. The effect of this paragraph shall remain paramount and shall prevail irrespective of any conflicting provisions contained in these Contract Documents.

10.3. Upon agreement as to changes in the Work to be performed, Work performed in an emergency as provided in Article 6, and any other claim of CONTRACTOR for a change in the Contract Time or the Contract Price, PROFESSIONAL will prepare a written Change Order to be signed by PROFESSIONAL and CONTRACTOR and submitted to OWNER for approval.

10.4. In the absence of an agreement as provided in 10.3, OWNER may, at its sole discretion, issue a Work Change Directive to CONTRACTOR. Pricing of the Work Change Directive will be in accordance with Section 11.3. The Work Change Directive will specify a price, and if applicable a time extension, determined to be reasonable by OWNER. If CONTRACTOR fails to sign such Work Change Directive, CONTRACTOR may submit a claim in accordance with Articles 11 and 12, but CONTRACTOR shall nevertheless be obligated to fully perform the work as directed by the Work Change Directive.

10.5. CONTRACTOR shall proceed diligently with performance of the Work as directed by OWNER, regardless of pending claim actions, unless otherwise agreed to in writing.

10.6. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Time) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility, and the amount of each applicable Bond will be adjusted accordingly.

ARTICLE 11-CHANGE OF CONTRACT PRICE

11.1. The Contract Price constitutes the total compensation (subject to written authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at CONTRACTOR's expense without change in the Contract Price.

11.2. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and to PROFESSIONAL promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within sixty days after such occurrence (unless PROFESSIONAL allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Price shall be determined by PROFESSIONAL in accordance with paragraph 9.11 if OWNER and CONTRACTOR cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this paragraph 11.2.

11.3. The value of any Work covered by a Change Order or of any claim for an adjustment in the Contract Price will be determined by the following procedures:

11.3.1. Designated Unit Price (Field Measure). CONTRACTOR and OWNER recognize and acknowledge that the quantities shown for those items designated in the Bid Proposal as unit price items are approximations prepared by OWNER for bid purposes and that the actual compensation payable to CONTRACTOR for the utilization of such items is based upon the application of unit prices to the actual quantities of items involved as measured in the field and required to complete the Work as originally defined in the Contract Documents.

11.3.2. When it is determined by OWNER that an addition, deletion, or revision to the Work, as defined in these Contract Documents, is required and affects the quantities required for items designed in the Bid Proposal as unit price items, CONTRACTOR and OWNER agree that the compensation payable to CONTRACTOR for such unit price items shall be adjusted accordingly by a Change Order based upon the application of the appropriate unit prices shown in the Bid Proposal to the quantity of the unit price item required to complete the Work as defined in the Contract Documents.

11.3.3. Other Unit Prices. For items not designated in the bid proposal as unit prices, OWNER and CONTRACTOR may establish unit prices as agreed on by Change Order.

11.3.4. Lump Sum. When it is determined by OWNER that an addition, deletion or revision to the Work is required which results in a change in Work designated in the Bid Proposal as a lump sum item, the amount of increase or decrease in the lump sum price shall be established by mutual agreement of the parties.

11.3.5. If the pricing methods specified in 11.3 are inapplicable, or if the parties are unable to agree on a price for the changed work, a reasonable price for the same shall be established by OWNER in accordance with 11.4 and 11.5. OWNER shall then process a unilateral Change Order, specifying the said reasonable

price, in accordance with 11.4 through 11.6. CONTRACTOR shall perform the Work as directed in the Change Order.

11.3.6. Failure on the part of CONTRACTOR to construct any item to plan or authorized dimensions within the specification tolerances shall result in: reconstruction to acceptable tolerances at no additional costs to OWNER; acceptance at no pay; or acceptance at reduced final pay quantity or reduced unit price, all at the discretion of OWNER. Determinations of aggregate monetary change for items identified as lump sum quantities shall be made by OWNER based upon an analysis of the scope of CONTRACTOR's failure to construct to plan or authorized dimensions.

Cost of the Work:

11.4. The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing Work after regular working hours, on Saturday, Sunday or legal holidays, shall be included in the above to the extent authorized by OWNER.

11.4.2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. Trade discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3. Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to OWNER who then determines, with the advice of PROFESSIONAL, which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a Fee, the Subcontractor's Cost of the Work shall be determined in the same manner as CONTRACTOR's Cost of the Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

11.4.4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys and accountants) employed for services specifically related to the Work.

11.4.5. Supplemental costs including the following:

11.4.5.1. The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

11.4.5.2. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

11.4.5.3. Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of PROFESSIONAL, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof-all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

11.4.5.4. Sales, consumer, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

11.4.5.5. Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

11.4.5.6. Losses and damages (and related expenses), not compensated by insurance or otherwise, to the Work or otherwise sustained by CONTRACTOR in connection with the performance and furnishing of the Work (except losses and damages within the deductible amounts of property insurance established by OWNER in accordance with paragraph 5.6) provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's Fee. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, CONTRACTOR shall be paid for services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.7. The cost of utilities, fuel and sanitary facilities at the site.

11.4.5.8. Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.4.5.9. Cost of premiums for additional Bonds and insurance required because of changes in the Work and premiums of property insurance coverage within the limits of the deductible amounts established by OWNER in accordance with paragraph 5.6.

11.5. The term Cost of the Work shall not include any of the following:

11.5.1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR's principal or a branch office for general

administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.4.1 or specifically covered by paragraph 11.4.4-all of which are to be considered administrative costs covered by CONTRACTOR's Fee.

11.5.2. Expenses of CONTRACTOR's principal area branch offices other than CONTRACTOR's office at the site.

11.5.3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR'S capital used for the Change Order Work and charges against CONTRACTOR for delinquent payments.

11.5.4. Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 11.4.5.9 above).

11.5.5. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly, employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

CONTRACTOR's Fee:

11.6. CONTRACTOR's Fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

11.6.1. a mutually acceptable fixed fee, or if none can be agreed upon;

11.6.2. a fee based on the following percentages of the various portions of the Cost of the Work:

11.6.2.1. for costs incurred under paragraphs 11.4.1 and 11.4.2, CONTRACTOR's Fee shall be fifteen percent,

11.6.2.2. for costs incurred under paragraph 11.4.3, CONTRACTOR's Fee shall five percent; and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to CONTRACTOR on account of overhead and profit of all Subcontractors shall be fifteen percent,

11.6.2.3. no fee shall be payable on the basis of costs itemized under paragraphs 11.4.4, 11.4.5 and 11.3,

11.6.2.4. the amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in CONTRACTOR's Fee by an amount equal to ten percent of the net decrease, and

11.6.2.5. when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's Fee shall be computed on the basis of the net change in accordance with paragraphs 11.6.2.1 through 11.6.2.4, inclusive.

11.7. For all changes, CONTRACTOR shall submit an itemized cost breakdown, together with supporting data in such detail and form as prescribed by the Project Manager. When a credit is due, the amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in cost will be the amount of the actual net decrease in direct cost as determined by the Project Manager, plus the applicable reduction in overhead and profit. When both additions and credits are involved in any change, the combined overhead and profit shall be calculated on the basis of the net change, whether an increase or decrease. In any event, the minimum detail shall be an itemization of all man-hours required by discipline/trade with the unit cost per man-hour and total labor price, labor burden, equipment hours and rate for each piece of equipment, material by units of measure and price per unit, other costs specifically itemized, plus the overhead and profit markup.

Cash Allowances:

11.8. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such Subcontractors or Suppliers and for such sums within the limit of the allowances as may be acceptable to PROFESSIONAL CONTRACTOR agrees that:

11.8.1. The allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site and all applicable taxes; and

11.8.2. CONTRACTOR's costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances. No demand for additional payment on account of any thereof will be valid.

Prior to final payment, an appropriate Change Order will be issued as recommended by PROFESSIONAL to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

Unit Price Work:

11.9.1. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by PROFESSIONAL in accordance with Paragraph 9.10.

11.9.2. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

Augusta CMAR Agreement MESSERLY WPCP

Revision Date
August 2001

11.9.3. Where the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement and there is no corresponding adjustment with respect to any other item of Work and if CONTRACTOR believes that CONTRACTOR has incurred additional expense as a result thereof, CONTRACTOR may make a claim for an increase in the Contract Price in accordance with Article 11 if the parties are unable to agree as to the amount of any such increase.

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When shaded see SUPPLEMENTAL GENERAL CONDITIONS for modifications.
Underlined paragraphs indicate some but not all variations that may be found in CMAR Agreement

Item # 9

ARTICLE 12--CHANGE OF CONTRACT TIME

12.1. The Contract Time may only be changed by a Change Order. Any request for an extension in the Contract Time shall be made in writing and delivered to PROFESSIONAL and OWNER within seven (7) calendar days of the occurrence first happening and resulting in the claim. Written supporting data will be submitted to PROFESSIONAL and OWNER within fifteen (15) calendar days after such occurrence unless the OWNER allows additional time. All claims submitted by CONTRACTOR for adjustments to the Contract Time must set forth in detail the reasons for and causes of the delay and clearly indicate why the subject delay was beyond CONTRACTOR's control or fault.

12.2. If CONTRACTOR is delayed at any time in the performance, progress, commencement, or completion of the Work by any act or neglect of OWNER or PROFESSIONAL, or by an employee of either, or by any separate CONTRACTOR employed by OWNER, or by changes ordered in the Work, or by labor disputes, fire, unavoidable casualties, utility conflicts which could not have been identified or foreseen by CONTRACTOR using reasonable diligence, or any causes beyond CONTRACTOR's control or fault, then the Contract Time shall be extended by Change Order for such reasonable time as OWNER may determine. CONTRACTOR shall be entitled to an extension of time for such causes only for the number of days of delay which OWNER may determine to be due solely to such causes and only to the extent such occurrences actually delay the completion of the Work and then only if CONTRACTOR shall have strictly complied with all the requirements of the Contract Documents. Provided, however, notwithstanding anything in the Contract Documents to the contrary, no interruption, interference, inefficiency, suspension or delay in the performance, progress, commencement or completion of the Work for any cause whatsoever, including those for which OWNER or PROFESSIONAL may be responsible in whole or in part, shall relieve CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from OWNER. CONTRACTOR's sole and exclusive remedy against OWNER for interruption, interference, inefficiency, suspension or delay of any aspect of the Work shall be the right to seek an extension to the Contract Time in accordance with the procedures set forth herein.

12.3 Added in SGC

ARTICLE 13--WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS: CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

Warranty and Guarantee:

13.1. CONTRACTOR warrants and guarantees to OWNER that all materials and equipment will be new unless otherwise specified and that all work will be of good quality, performed in a workmanlike manner, free from faults or defects, and in accordance with the requirements of the Contract Documents and any inspections, tests, or approvals referred to in this Article. All unsatisfactory Work, all faulty Work and all Work not conforming to the requirements of the Contract Documents or such inspections, tests, approvals, or all applicable building, construction and safety requirements shall be considered defective. Notice of all defects shall be given to CONTRACTOR by PROFESSIONAL. All defective work, whether or not in place, may be rejected, corrected, or accepted as provided in this Article.

Access to Work:

13.2. For the duration of the Work, PROFESSIONAL and its representatives, other designated representatives of OWNER, and authorized representatives of any regulatory agency shall at all times be given access to the Work. CONTRACTOR shall provide proper facilities for such access and observation of the Work and also for any inspection or testing by others.

Tests and Inspections:

13.3. If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested, or approved by someone other than CONTRACTOR, CONTRACTOR shall give PROFESSIONAL timely notice of readiness therefore.

13.4. The testing firm(s) (if assigned by OWNER to this Work) and all such inspections, tests, or approvals provided for by OWNER shall be identified in writing by PROFESSIONAL to CONTRACTOR. All other inspections, tests or approvals shall be at CONTRACTOR's expense including additional expenses for inspection and tests required as a result of delays by CONTRACTOR or hours worked in excess of 40 hours per week. For all required inspections, tests, and approvals on any Work prepared, performed, or assembled away from the site, CONTRACTOR will furnish PROFESSIONAL with the required Certificates of Inspection, testing, or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Materials or such other applicable organizations as may be required by law or the Contract Documents. Materials or Work in place that fail to pass acceptability tests shall be retested at the direction of PROFESSIONAL and at CONTRACTOR's expense.

13.5. All inspections, tests or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to OWNER and CONTRACTOR (or by PROFESSIONAL if so specified).

13.6. If any Work (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of PROFESSIONAL, it must, if requested by PROFESSIONAL, be uncovered for observation. Such uncovering shall be at CONTRACTOR's expense unless CONTRACTOR has given PROFESSIONAL timely notice of CONTRACTOR's intention to cover the same and PROFESSIONAL has not

acted with reasonable promptness in response to such notice.

13.7. Neither observations by PROFESSIONAL or Project Manager nor inspections, tests, or approvals by persons other than CONTRACTOR shall relieve CONTRACTOR of its obligations to perform the Work in accordance with the requirements of the Contract Documents.

Uncovering Work:

13.8. If any Work required to be inspected, tested or approved is covered prior thereto without the prior written approval of PROFESSIONAL, or if any Work is covered contrary to the request of PROFESSIONAL, the Work shall, if requested by PROFESSIONAL, be uncovered for observation, inspection, testing or approval and replaced at CONTRACTOR's expense.

13.9. If PROFESSIONAL considers it necessary or advisable that covered Work be observed by PROFESSIONAL or inspected or tested by others, CONTRACTOR, at PROFESSIONAL's request, shall uncover, expose or otherwise make available for observation, inspection or testing as PROFESSIONAL may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall bear all direct and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including but not limited to fees and charges of PROFESSIONALS, architects, attorneys and other PROFESSIONALS), and OWNER shall be entitled to an appropriate decrease in the Contract Price and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefor as provided in Article 11. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction, and, if the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.

OWNER May Stop the Work:

13.10. When Work is defective or when CONTRACTOR fails to supply sufficient skilled workmen or suitable materials or equipment or make prompt payments to Subcontractors for labor, materials, or equipment or if CONTRACTOR violates any provisions of these Contract Documents, OWNER may order CONTRACTOR to stop the Work until the cause for such order has been eliminated. However, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any other party. CONTRACTOR shall have no right to claim an increase in the Contract Price or Contract Time or other damages for a stop work order under this paragraph.

Correction or Removal of Defective Work:

13.11. When directed by PROFESSIONAL, CONTRACTOR shall promptly, without cost to OWNER and as specified by PROFESSIONAL, either correct the defective Work whether fabricated, installed, or completed, or remove it from the site and replace it with non-defective Work. If CONTRACTOR does not correct such defective Work or remove and replace such defective Work within a reasonable time, as specified in a written notice from PROFESSIONAL, OWNER may have the deficiency corrected. All direct and indirect costs of such correction shall be paid by CONTRACTOR or deducted from payment to CONTRACTOR. CONTRACTOR will also bear the expense of correcting or removing and replacing all Work of others

destroyed or damaged by the correction, removal, or replacement of the defective Work.

One Year Correction Period:

13.12. If, after approval of final payment and prior to the expiration of one year after the date of substantial completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work or materials are found to be defective, incomplete, or otherwise not in accordance with the Contract Documents, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions, either correct such defective Work or if it has been rejected by OWNER, remove it from the Site and replace it with non-defective Work. If CONTRACTOR does not promptly comply with the terms of such instructions, OWNER may have the defective Work corrected, removed, or replaced. All direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be paid by CONTRACTOR.

Acceptance of Defective Work:

13.13. If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to PROFESSIONAL's recommendation of final payment, PROFESSIONAL) prefers to accept it, OWNER may do so. CONTRACTOR shall bear all direct, indirect and consequential costs attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by PROFESSIONAL as to reasonableness and to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals). If any such acceptance occurs prior to PROFESSIONAL's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefor as provided in Article 11. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

OWNER May Correct Defective Work:

13.14. If CONTRACTOR fails within a reasonable time after written notice of PROFESSIONAL to proceed to correct defective Work or to remove and replace rejected Work as required by PROFESSIONAL in accordance with paragraph 13.11, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously, to the extent necessary to complete corrective and remedial action. OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees such access to the site as may be necessary to enable OWNER to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of OWNER in exercising such rights and remedies will be charged against CONTRACTOR in an amount approved as to reasonableness by PROFESSIONAL, and a Change Order will be issued incorporating the necessary

revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefor as provided in Article 11. Such direct, indirect and consequential costs will include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's defective Work. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies hereunder.

Neglected Work by CONTRACTOR

13.15. If CONTRACTOR neglects to execute the Work in accordance with the Contract Documents, including any requirements of the progress schedule, PROFESSIONAL may direct CONTRACTOR to submit a recovery plan and take specific corrective actions including, but not limited to, employing additional workmen and/or equipment, and working extended hours and additional days, all at no cost to OWNER in order to put the Work back on schedule. If CONTRACTOR fails to correct the deficiency or take appropriate corrective action, OWNER may terminate the contract or CONTRACTOR's right to proceed with that portion of Work and have the Work done by others. The cost of completion under such procedure shall be charged against CONTRACTOR. A Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including an appropriate reduction in the Contract Price. If the payments due CONTRACTOR are not sufficient to cover such amount, CONTRACTOR shall pay the difference to OWNER.

13.16. Should CONTRACTOR work overtime, weekends or holidays to regain the schedule, all costs to OWNER of associated inspection, construction management and resident engineers shall be identified to CONTRACTOR and the Contract Price reduced by a like amount via Change Order.

ARTICLE 14-PAYMENTS TO CONTRACTOR AND COMPLETION

Schedule of Values:

14.1. The schedule of values established as provided in 2.9 will serve as the basis for progress payments and will be incorporated into a form of application for Payment acceptable to Project Manager. Progress payments on account of Unit Price Work will be based on the number of units completed.

Application for Progress Payment:

14.2. At least twenty (20) calendar days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to PROFESSIONAL for review an application for Payment filled out and signed by CONTRACTOR covering the work completed as of the date of the application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that OWNER has received the materials and equipment free and clear of all liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect OWNER's interest therein, all of which will be satisfactory to OWNER. Payment is subject to a ten percent (10%) retainage that will be held until the final payment or acceptance by OWNER. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

CONTRACTOR's Warranty of Title:

14.3. CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

Review of Applications for Progress Payment:

14.4. PROFESSIONAL will, within ten (10) calendar days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the application to OWNER, or return the application to CONTRACTOR indicating in writing PROFESSIONAL's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the application. OWNER shall, within thirty-one calendar days of presentation to him of the application for payment with PROFESSIONAL's recommendation of the amount for payment, pay CONTRACTOR amount recommended.

14.5. PROFESSIONAL's recommendation of any payment requested in an Application for Payment will constitute a representation by PROFESSIONAL to OWNER, based on PROFESSIONAL's on-site observations of the Work in progress as an experienced and qualified design PROFESSIONAL and on PROFESSIONAL's review of the Application for Payment and the accompanying data and schedules, that the Work has progressed to the point indicated; that, to the best of PROFESSIONAL's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents subject to an evaluation of the

Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.10, and to any other qualifications stated in the recommendation; and that CONTRACTOR is entitled to payment of the amount recommended. However, by recommending any such payment, PROFESSIONAL will not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to PROFESSIONAL in the Contract Documents or that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or OWNER to withhold payment to CONTRACTOR.

14.6. PROFESSIONAL's recommendation of final payment will constitute an additional representation by PROFESSIONAL to OWNER that the conditions precedent to CONTRACTOR's being entitled to final payment as set forth in paragraph 14.13 have been fulfilled.

14.7. PROFESSIONAL may refuse to recommend the whole or any part of any payment if, in PROFESSIONAL's opinion, it would be incorrect to make such representations to OWNER. PROFESSIONAL may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in PROFESSIONAL's opinion to protect OWNER from loss because:

14.7.1. the Work is defective, or completed Work has been damaged requiring correction or replacement.

14.7.2. the Contract Price has been reduced by Written Amendment or Change Order.

14.7.3. OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.14. or

14.7.4. of PROFESSIONAL's actual knowledge of the occurrence of any of the events enumerated in paragraphs 15.2.1 through 15.2.9 inclusive.

OWNER may refuse to make payment of the full amount recommended by PROFESSIONAL because claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work or Liens have been filed in connection with the Work or there are other items entitling OWNER to a off-set against the amount recommended, but OWNER must give CONTRACTOR immediate written notice (with a copy to PROFESSIONAL) stating the reasons for such action.

Substantial Completion:

14.8. When CONTRACTOR considers the entire Work ready for its intended use, CONTRACTOR shall notify OWNER and PROFESSIONAL in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that PROFESSIONAL issue a certificate of Substantial Completion. Within a reasonable time thereafter, OWNER, CONTRACTOR and PROFESSIONAL shall make an inspection of the Work to determine the status of completion. If PROFESSIONAL does not consider the Work substantially complete, PROFESSIONAL will notify CONTRACTOR in writing giving the reasons therefor. If PROFESSIONAL considers the Work substantially

complete, PROFESSIONAL will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to PROFESSIONAL as to any provisions of the certificate or attached list. If, after considering such objections, PROFESSIONAL concludes that the Work is not substantially complete, PROFESSIONAL will, within fourteen days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing stating the reasons therefor. If, after consideration of OWNER's objections, PROFESSIONAL considers the Work substantially complete, PROFESSIONAL will within said fourteen days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as PROFESSIONAL believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion, PROFESSIONAL will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities, insurance and warranties. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform PROFESSIONAL prior to PROFESSIONAL's issuing the definitive certificate of Substantial Completion, PROFESSIONAL's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

14.9. OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

Partial Utilization:

14.10. Use by OWNER at OWNER's option of any substantially completed part of the Work which (i) has specifically been identified in the Contract Documents, or (ii) OWNER, PROFESSIONAL, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following:

14.10.1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees, CONTRACTOR will certify to OWNER and PROFESSIONAL that said part of the Work is substantially complete and request PROFESSIONAL to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and PROFESSIONAL in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request PROFESSIONAL to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR and PROFESSIONAL shall make an inspection of that part of the Work to determine its status of completion. If PROFESSIONAL does not consider that part of the Work to be substantially complete, PROFESSIONAL will notify OWNER and CONTRACTOR, in writing, giving the reasons therefor. If PROFESSIONAL considers that part of the Work to be substantially complete, the provisions of paragraphs 14.8 and 14.9 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

14.10.2. OWNER may at any time request CONTRACTOR, in writing, to permit OWNER to take over operation of any such part of the Work although it is not substantially complete. A copy of such request will be sent to PROFESSIONAL and, within a reasonable time thereafter, OWNER, CONTRACTOR and PROFESSIONAL shall make an inspection of that part of the Work to determine its status of completion, and PROFESSIONAL will prepare a list of the items remaining to be completed or corrected thereon before final payment. If CONTRACTOR does not object in writing to OWNER and PROFESSIONAL that such part of the Work is not ready for separate operation by OWNER, PROFESSIONAL will finalize the list of items to be completed or corrected and will deliver such list to OWNER and CONTRACTOR together with a written recommendation as to the division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the Work which will become binding upon OWNER and CONTRACTOR at the time when OWNER takes over such operation (unless they shall have otherwise agreed in writing and so informed PROFESSIONAL). During such operation and prior to Substantial Completion of such part of the Work, OWNER shall allow CONTRACTOR reasonable access to complete or correct items on said list and to complete other related Work.

14.10.3. No occupancy or separate operation of part of the Work will be accomplished prior to compliance with the requirements of paragraph 5.15 in respect of property insurance.

14.10.4. OWNER, may at its discretion, reduce the amount of retainage subject to Beneficial Occupancy.

Final Inspection:

14.11. Upon written notice from CONTRACTOR that the entire Work or an agreed upon portion thereof is complete, PROFESSIONAL will make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

Final Application for Payment:

14.12. After CONTRACTOR has completed all such corrections to the satisfaction of PROFESSIONAL and OWNER and delivered in accordance with the Contract Documents all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by 5.2, certificates of inspection, marked-up record documents and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required, (ii) consent of the surety, if any, to final payment, and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all liens arising out of or filed in connection with the Work. In lieu of such releases or waivers of liens and as approved by OWNER, CONTRACTOR may furnish receipts or release in full and an affidavit of CONTRACTOR that (i) the releases and receipts include all labor, services, material and equipment for which a lien could be filed, and (ii) all payrolls, material and equipment bills and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or

otherwise satisfied. If any Subcontractor or supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a bond or other collateral satisfactory to OWNER to indemnify OWNER against any lien.

14.12.1. No application for final payment will be accepted by OWNER until approved as-built documents by CONTRACTOR are accepted and approved by PROFESSIONAL.

14.12.2. Notwithstanding any other provision of these contract documents to the contrary, OWNER and PROFESSIONAL are under no duty or obligation whatsoever to any vendor, materials provider, Subcontractor, laborer or other party to ensure that payments due and owing by CONTRACTOR to any of them are or will be made. Such parties shall rely only on CONTRACTOR's surety bonds for remedy of nonpayment by him. CONTRACTOR agrees to defend and resolve all claims made by Subcontractors, indemnifying OWNER and PROFESSIONAL for all claims arising from or resulting from Subcontractor or supplier or material men or laborer services in connection with this project.

14.12.3. General Indemnity: CONTRACTOR shall indemnify OWNER and PROFESSIONAL for any damages sustained, including lost profits, resulting from CONTRACTOR's failure or refusal to perform the work required by these contract documents.

Final Payment and Acceptance:

14.13. If, on the basis of PROFESSIONAL's observation of the Work during construction and final inspection and PROFESSIONAL's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, PROFESSIONAL is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, PROFESSIONAL will, within ten (10) working days after receipt of the final Application for Payment, indicate in writing PROFESSIONAL's recommendation of payment and present the Application to OWNER for payment. At the same time PROFESSIONAL will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of 14.6. Otherwise, PROFESSIONAL will return the application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. After the presentation to OWNER of the application and accompanying documentation, in appropriate form and substance and with PROFESSIONAL's recommendation and notice of acceptability, the amount recommended by PROFESSIONAL will become due and will be paid by OWNER to CONTRACTOR.

14.14. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and if PROFESSIONAL so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of PROFESSIONAL and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Contract and if bonds have been furnished as required in Article 5, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to PROFESSIONAL with the application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

CONTRACTOR's Continuing Obligation:

14.15. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by PROFESSIONAL, nor the issuance of a certificate of Substantial Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor the issuance of a notice of acceptability by PROFESSIONAL pursuant to paragraph 14.13, nor any correction of defective Work by OWNER will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents (except as provided in paragraph 14.16).

Waiver of Claims:

14.16. The making and acceptance of final payment will constitute:

14.16.1. A waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled liens, from defective Work appearing after final inspection pursuant to 14.11, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

14.16.2. A waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

ARTICLE 15--SUSPENSION OF WORK AND TERMINATION

OWNER May Suspend Work:

15.1. OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and PROFESSIONAL which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if CONTRACTOR makes an approved claim therefor as provided in Articles 11 and 12.

Termination For Cause:

15.2. Upon the occurrence of any one or more of the following events:

15.2. 1. if CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if CONTRACTOR takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;

15.2.2. if a petition is filed against CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against CONTRACTOR under any other federal or state law in effect at the time relating to bankruptcy or insolvency;

15.2.3. if CONTRACTOR makes a general assignment for the benefit of creditors;

15.2.4. if a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under contract, whose appointment or authority to take charge of property of CONTRACTOR is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of CONTRACTOR's creditors;

15.2.5. if CONTRACTOR admits in writing an inability to pay its debts generally, as they become due;

15.2.6. if CONTRACTOR fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.9 as revised from time to time);

15.2.7. if CONTRACTOR disregards Laws or Regulations of any public body having jurisdiction;

15.2.8. if CONTRACTOR disregards the authority of PROFESSIONAL; or

15.2.9. if CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents,

OWNER may, after giving CONTRACTOR (and the surety, if there be one) seven days' written notice and to the extent permitted by Laws and Regulations, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct, indirect and consequential costs of completing the Work (including but not limited to fees and charges of PROFESSIONALS, architects, attorneys and other PROFESSIONALS and court and arbitration costs) such excess will be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such costs incurred by OWNER will be approved as to reasonableness by PROFESSIONAL and incorporated in a Change Order, but when exercising any rights or remedies under this paragraph, OWNER shall not be required to obtain the lowest price for the Work performed.

15.3. In the event OWNER terminates the contract for cause and it is subsequently judicially determined that there was no cause for termination, the termination for convenience provision will be the means for disposition of the balance of the contract obligations.

Termination for Convenience

15.4. Upon seven working days' written notice to CONTRACTOR and PROFESSIONAL, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

15.4.1. For completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

15.4.2. For expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

15.4.3. For all claims, costs, losses and damages incurred in settlement of terminated contracts with Subcontractors, suppliers and others; and

15.4.4. For reasonable expenses directly attributable to termination.

CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.5. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

CONTRACTOR May Stop Work or Terminate:

15.6. If through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety calendar days by OWNER or under an order of court or other public authority, or PROFESSIONAL fails to act on any Application for Payment within thirty days after it is submitted or OWNER fails for thirty-one days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may upon seven working days' written notice to OWNER and PROFESSIONAL and provided OWNER or PROFESSIONAL did not remedy such suspension or failure within that time, terminate the Agreement and recover from OWNER payment on the same terms as provided in 15.2. In lieu of terminating the Agreement and without prejudice to any other right or remedy, if PROFESSIONAL has failed to act on an Application for Payment within thirty days after it is submitted or OWNER has failed for thirty-one calendar days after it is submitted to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may upon seven days' written notice to OWNER and PROFESSIONAL stop the Work until receipt of payment of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph are not intended to preclude CONTRACTOR from making claim under Articles 11 and 12 for an increase in Contract Price or Contract Time or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping Work as permitted by this paragraph. The provisions of this paragraph shall not relieve CONTRACTOR of the obligations under paragraph 6.30 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with OWNER.

ARTICLE 16--DISPUTE RESOLUTION

16.1. All disputes arising under this Contract or its interpretation whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall within ten (10) working days of the commencement of the dispute be presented by CONTRACTOR to OWNER for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. In the meantime, CONTRACTOR shall proceed with the Work as directed. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) working days of its commencement, the claim will be considered only for a period commencing ten (10) working days prior to the receipt by OWNER of notice thereof. Each decision by OWNER will be in writing and will be mailed to CONTRACTOR by registered or certified mail, return receipt requested, directed to his last known address.

16.2 All claims, disputes and other matters in question between OWNER and CONTRACTOR arising out of, or relating to, the Contract Documents or the breach thereof shall be decided under Georgia Law in the Superior Court of Richmond County, Georgia. CONTRACTOR by execution of the Contract consents to jurisdiction and venue in the Superior Court of Richmond County, Georgia, and waives any right to contest same.

ARTICLE 17-MISCELLANEOUS

Giving Notice:

17.1. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

Computation of Time:

17.2.1. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.2.2. A calendar day of twenty-four hours measured from midnight to the next midnight shall constitute a day.

General:

17.3. Should OWNER or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim should be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph 17.3 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

17.4. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.32, 13.1, 13.12, 13.14, 14.3 and 15.2 and all of the rights and remedies available to OWNER and PROFESSIONAL thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents will survive final payment and termination or completion of the Agreement.

17.5. CONTRACTOR shall keep adequate records and supporting documentation applicable to this Work and Contract. Said records and documentation shall be retained by CONTRACTOR for a minimum of five (5) years from the date of final completion or termination of this Contract. OWNER shall have the right to audit, inspect, and copy all such records and documentation as often as OWNER deems necessary during the period of the Contract and for a period of five (5) years thereafter provided, however, such activity shall be conducted only during normal business hours. OWNER, during this period of time, shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of CONTRACTOR as concerns the aforesaid records and supporting documentation.

17.6. The Contract Documents are intended by the Parties to, and do, supersede any and all provisions of the Georgia Prompt Pay Act, O.C.G.A. Section 13-11-1, et seq. In the event any provision of the Contract Documents are inconsistent with any provision of the Prompt Pay Act, this provision of the Contract Documents shall control.

17.7. Notwithstanding any provision of the law to the contrary, the parties agree that no interest shall be due Contractor on any sum held as retainage pursuant to the Contract Documents and CONTRACTOR specifically waives any claim to same.

Substitutions:

17.8. Notwithstanding any provision of these general conditions, there shall be no substitutions of materials that are not determined to be equivalent to those indicated or required in the contract documents without an amendment to the contract.

Sanitary Sewer Overflow Prevention:

17.9. Procedures to Prevent Overflows During Sanitary Sewer Construction:

17.9.1 The CONTRACTOR is hereby notified that the discharge of any untreated wastewater to waters of the State is a violation of Georgia Water Quality Regulations and is prohibited.

17.9.2 The CONTRACTOR will submit an Emergency Response Plan prior to beginning work. This plan will include a list of key personnel with 24-hour contact information who will respond during an emergency situation. The ERP will include estimates of mobilization time for a response crew to arrive onsite. Any changes to the Emergency Response Plan will be submitted to the RESIDENT PROJECT REPRESENTATIVE prior to implementation.

17.9.3 In the event bypass pumping is required to facilitate new sewer construction, bypassing plans and supporting calculations must be submitted to the Augusta Utilities Department for review prior to establishment of the bypass. All bypass systems will include complete redundancy in pumping systems, if failure of the primary pumping system could result in a discharge of untreated wastewater to waters of the State.

17.9.4 Bypass pumping will be monitored continuously by a person knowledgeable in pump operation and maintenance if the failure of the bypass pump could result in the discharge of untreated wastewater to waters of the State.

17.9.5 In the event of a discharge of untreated wastewater, the CONTRACTOR will take the following actions:

1. Take immediate steps to eliminate or minimize the discharge of untreated wastewater.
2. Immediately notify the Utilities Department dispatcher (706.796.5000) and the RESIDENT PROJECT REPRESENTATIVE (contact information will be provided at the preconstruction conference).
3. Maintain a chronicle of relevant information regarding the incident including specific actions taken

by the CONTRACTOR and estimates of the discharge volume.

17.9.6 The RESIDENT PROJECT REPRESENTATIVE will coordinate notification of the Georgia Environmental Protection Division (800.241.4113) and the Augusta Emergency Management Agency if appropriate.

17.9.7 If, in the opinion of the RESIDENT PROJECT REPRESENTATIVE and the OWNER, the CONTRACTOR is not responding to an emergency situation in an appropriate manner, the Utilities Department will undertake necessary actions to abate an overflow situation. The cost of these actions will be the responsibility of the CONTRACTOR.

17.9.8 Following a discharge of untreated wastewater, a downstream inspection will be conducted by the Utilities Department to assess potential mitigation measures that may be required of the CONTRACTOR.

PROGRAM MANAGER:

17.10 The PROGRAM MANAGER for the project is CH2M HILL, 360 Bay Street, Suite 100 Augusta, GA 30901.

The presence or duties of PROGRAM MANAGER's personnel at the construction site, whether as onsite representatives or otherwise, do not make PROGRAM MANAGER or PROGRAM MANAGER's personnel in any way responsible for those duties that belong to OWNER and / or the CONTRACTOR or other entities, and do not relieve the CONTRACTOR or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health and safety precautions required by such construction work.

PROGRAM MANAGER and PROGRAM MANAGER's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty of inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the CONTRACTOR(s) or other entity or any other persons at the site except PROGRAM MANAGER's own personnel.

The presence of PROGRAM MANAGER's personnel at the construction site is for the purpose of providing to OWNER a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the construction contractor(s). PROGRAM MANAGER neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.

For this AGREEMENT only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work

EXHIBIT B

**COMPENSATION SCHEDULE AND GMP COST SUMMARY AND LABOR RATES FOR
ADDITIONAL SERVICES**

**PARSONS WATER & INFRASTRUCTURE, INC.
AUGUSTA CAPITAL IMPROVEMENTS PROGRAM PROJECT NO. 80130
J B MESSERLY WATER POLLUTION CONTROL PLANT
CONSTRUCTION MANAGEMENT AT RISK AGREEMENT – CONSTRUCTION SERVICES**



Section 2.1 COST PROPOSAL

Parsons is pleased to present the following Scope of Services to be performed for the J.B. Messerly WPCP Project. For a detailed scope of services, see section 2.2, Article of the Contract.

Parsons has identified the key Managers for this project. Their responsibilities include monitoring of labor utilization, maintenance of schedule and budget, assignment and supervision of staff and all its subcontractors, preparation of construction cost estimates, regulatory meetings, quality control, bidding and construction of the project, and coordination with the PMT in a timely and professional manner (including submittal of monthly project progress meeting minutes and other deliverables).

Parsons will revise the Project Management Plan (PMP) implemented on April 12, 2007 as developed during the Pre-construction Phase of the project. The update to the PMP is necessary to reflect changes in approach or philosophy toward execution of the project. Other plans to be implemented and identified in the PMP will be a Site Specific Safety Plan and a Quality Management Plan.

Other duties will include implementation of a master schedule and updates, progress payments, project website/portal updates and Community Participation. Parsons will implement procedures for processing requests for information, shop drawing review, material and equipment submittals, schedule adjustments, change orders, payment request and maintenance of log. Parsons will also coordinate with AUD and the Augusta Procurement Department in the preparation of the installation of the Owner Procured Equipment.

Parsons will support MDG to develop a Start-up, Close-Out, and Transfer Plan for each work package. As the incremental turnover of the individual work package components are accomplished they will ultimately culminate in the startup and testing of the overall system. This system is comprised of the critical path activities associated with the substantial completion of the new Aeration Basins and all support systems. The plan details all equipment or subsystem start-ups, process start-ups, sequencing schedules, and the activities and designated responsible parties for coordination with the operating components. This plan will address potential "what-if" situations during start-up. Parsons will work with the Augusta Utilities Department and MDG towards substantial completion acceptance and beneficial occupancy. The specifications require that there be a 14 day Owner and Engineer led overall systems startup period where Parsons will lend startup support by way of coordinating subcontractors and vendor's services. This will be followed by a 30 day reliability test period where Parsons will also coordinate subcontractors and vendor's activities and services to provide "hand-on" support. **Parsons is responsible for "hands-on" support only and has no design, systems nor process performance responsibility.** Parsons Construction Manager will implement and coordinate all startup activities between the Subcontractors, Engineers (MDG), Program Managers (CH2MHILL), and Client personnel (AUD).

Parsons is pleased to present to AUD the following GMP for the J. B. Messerly Water Pollution Control Plant:



2.1.1 GMP Summary

J.B. MESSERLY WPCP ESTIMATE

JOB NO.: 260317
 PROJECT: J.B. MESSERLY WPCP
 CLIENT: Augusta Utilities Department
 Teaming: None
 DESCRIPTION: Construction Management @ Risk
 ESTIMATE TYPE: Guaranteed Maximum Price

EST DATE: 07/30/07
 REV. 2
 PRINT DATE: 08/24/07

PROJECT START DATE: Sept, 2007

PROJECT COMPLETION DATE: June, 2010

SUMMARY

DWG/REF	DESCRIPTION	QUANTITY	UNIT	LABOR	ODC's	MATERIAL	EQUIPMENT	SUB	TOTAL
PARSONS GENERAL CONDITIONS									
	LABOR			6,527,510					6,527,510
	ODC's				543,270	814,077	0	540,063	1,897,410
	Sales Tax	6.0%	%			48,845	-		48,845
	Subtotal Parsons General Conditions			6,527,510	543,270	862,922	0	540,063	8,473,765
BID PACKAGES									
S-20	Pavement, Curb and Gutter, and Sidewalks	1	LS					-	-
S-21	Fencing	1	LS					-	-
S-28	Pre-Engineered Metal Buildings	1	LS					1,115,000	1,115,000
S-29	Odor Control	1	LS					3,740,395	3,740,395
S-30	Electrical and I&C	1	LS					10,039,634	10,039,634
S-31	Aeration Basins 3, 4, 5, 6	1	LS					32,226,388	32,226,388
S-32	Grit facilities and influent pump station	1	LS					3,683,000	3,683,000
S-34	Rehab aeration basins 1 & 2	1	LS					263,473	263,473
S-35	Hypochlorite Facilities	1	LS					199,000	199,000
S-36	Switchgear Building	1	LS					452,000	452,000
	Subtotal Bid Packages			-	-	-	-	51,718,890	51,718,890
CONTINGENCY									
	Contingency	1	LS			2,538,000			2,538,000
	Subtotal Contingency			-	-	2,538,000	-	-	2,538,000
FEE									
	Parsons Fee	5.5%	%	359,013	29,880	187,051	-	2,874,242	3,450,186
	Subtotal of Fee			359,013	29,880	187,051	-	2,874,242	3,450,186
ALLOWANCES									
	Landscaping					-		50,000	50,000
	Warehouse Space					-		150,000	150,000
	Fencing - Permanent					-		110,000	110,000
	Odor Control Ductwork & Stripper					-		875,000	875,000
	Plant Sign					-		80,000	80,000
	Silt Fence & Maintenance							180,000	180,000
	Dewatering Power Consumption							500,000	500,000
	Phinizy Swamp							25,000	25,000
	Plant Security Services							200,000	200,000
	Butler Creek Interceptor	0						500,000	500,000
	Subtotal Allowances			-	-	-	-	2,670,000	2,670,000
BONDS, INSURANCE, LOCAL TAXES									
	Bonds and Insurance (Builders Risk)	1.5%	%			1,032,763			1,032,763
	Local Taxes - \$10,338 per year = \$861.50 per month	861.50	33			28,430			28,430
	Subtotal Bonds & Insurance			-	-	1,061,193	-	-	1,061,193
Total Parsons GMP to AUD									
				6,886,523	573,150	4,649,165	-	57,803,195	69,912,033



2.1.2 GMP Estimate

J.B. MESSERLY WPCP

Task Name	Title/Position	Start	Finish	Hours	Home (H) / Field (F)	Rate	Total
1.0 General Conditions		5.5%					
A	Project Manager	Oct-07	Jun-10	2,855	H	211.45	\$ 668,737
B	Deputy Project Manager	Oct-07	Jun-10	2,855	H	114.88	\$ 363,323
C	CSM	Oct-07	Jun-10	792	H	112.61	\$ 98,797
D	Construction Manager	Oct-07	Jun-10	5,709	F	137.70	\$ 870,835
E	Deputy Construction Manager	Oct-07	Jun-10	5,709	F	114.88	\$ 726,518
F	Resident Engineer	Oct-07	Jun-10	5,709	F	109.65	\$ 693,442
G	Safety Officer	Oct-07	Jun-10	5,709	F	122.40	\$ 774,075
H	Project Controls	Oct-07	Jun-10	1,947	H	137.14	\$ 295,782
I	Civil/ Mechanical Superintendent	Oct-07	Apr-10	5,363	F	137.70	\$ 818,057
J	Electrical/I&C Superintendent	Nov-07	Apr-10	5,190	F	114.75	\$ 659,723
K	QA Manager	Nov-07	Apr-10	5,190	F	114.75	\$ 659,723
L	Contract Admin/Procurement	Oct-07	Jun-10	990	H	139.74	\$ 153,249
M	Sr. Public Affairs	Oct-07	Jun-10	627	H	130.25	\$ 90,466
N	Graphics/GIS	Oct-07	Jun-10	66	H	76.50	\$ 5,593
O	Administrative	Oct-07	Jun-10	132	H	56.10	\$ 8,203
Subtotal							\$ 6,886,523
				48,843			
Subtotal Labor							\$ 6,886,523

Subcontractor Costs				Cost		5.5%	
						\$	-
S-28	Pre-Engineered Metal Buildings	Apr-09	Nov-09	\$ 1,115,000		\$	1,176,325
S-29	Odor Control	Feb-08	Sep-09	\$ 3,740,395		\$	3,946,117
S-30	Electrical and I&C	Oct-07	Apr-10	\$ 10,039,634		\$	10,591,814
S-31	Aeration Basins 3, 4, 5, 6	Oct-07	Jan-10	\$ 32,226,388		\$	33,998,839
S-32	Grit facilities and influent pump station	Feb-08	Dec-08	\$ 3,683,000		\$	3,885,565
S-34	Rehab aeration basins 1 & 2	Dec-09	Apr-10	\$ 263,473		\$	277,964
S-35	Hypochlorite Facilities	Oct-07	Jan-08	\$ 199,000		\$	209,945
S-36	Switchgear Building	Apr-09	Aug-09	\$ 452,000		\$	476,860
Subtotal for subcontract				\$ 51,718,890	Item # 9		\$ 54,563,429

J.B. MESSERLY WPCP

Task Name	Title/Position	Start	Finish	Hours	Home (H) / Field (F)	Rate	Total
Other Direct Costs							5.5%
	Airline Travel			\$ 1,800			\$ 1,899
	Lodging			\$ 15,000			\$ 15,825
	Rental Car			\$ 2,520			\$ 2,659
	Relocation Cost			\$ 25,000			\$ 26,375
	Living Allowance			\$ 446,000			\$ 470,530
	Travel Misc.			\$ 52,950			\$ 55,862
	QA/QC Program Related ODCs			\$ 22,000			\$ 23,210
	Community Plan			\$ 28,100			\$ 29,646
	Safety Supplies, Awards and Incentives			\$ 37,900			\$ 39,985
	Client Activities			\$ 30,000			\$ 31,650
	Parsons Office & Support Facilities			\$ 423,467			\$ 446,758
	AUD/CH Project Office			\$ 36,300			\$ 38,297
	Site Utilities and Support			\$ 3,000			\$ 3,165
	Special Contract Requirements (Misc.)			\$ 248,735			\$ 262,415
	Project Vehicles & Maintenance			\$ 139,620			\$ 147,299
	Warranty Callback			\$ 50,000			\$ 52,750
	Permits			\$ 63,840			\$ 67,352
	Contingency			\$ 2,538,000			\$ 2,677,590
	Sales Taxes			\$ 48,845			\$ 51,531
	Subcontracted Labor			\$ 271,178			\$ 286,092
							\$ -
Subtotal for ODCs				\$ 4,484,255			\$ 4,730,889
Miscellaneous							
	Bond and Insurance			\$ 1,032,763			\$ 1,032,763
	Local Taxes			\$ 28,430			\$ 28,430
	Owner Allowances			\$ 2,670,000			\$ 2,670,000
Subtotal Miscellaneous				\$ 3,731,193			\$ 3,731,193
						Item # 9	
GRAND TOTAL							\$ 69,912,033

JOB NO.: 260317
PROJECT: J.B. MESSERLY WPCP
CLIENT: Augusta Utilities Department
REVISION: 2
EST. DATE: 7/30/2007

PARSONS' GENERAL CONDITIONS OTHER DIRECT COSTS (ODC's)

PROJECT: J.B. MESSERLY WPCP					Home Office Travel (mileage)	Home Office Travel-Meal	Home Office Travel	Air Fare	On-site Lodging	Living Allowance	On-site Subsistence	Rental car	Relocation	Relocation	Apartment Rental	Per Diem	Parsons General Conditions					
CLIENT:	Augusta Utilities Department																					
REVISION:	2																					
EST. DATE:	7/30/2007																					
DWG/REF & MEANS CODE	LOCATION & DESCRIPTION	QTY	UNIT	UNIT Cost	COST	175	50	600	300	100	2,000	50	70	25,000	35,000	1,200	1,500	TOTAL ODC'S	MATERIAL	EQUIPMENT	SUBCONTRACT	TOTAL COST
	CM Management ODC's				DAYS	66	132		-	66		-	-									
	Project Manager (Bobby Strickland)	2 trips per	MO			11,550	6,600	-	-	6,600	-	-	-	-	-	-	-	24,750				24,750
					DAYS	66	66		-	-		-	-									
	CSM (Teresa Crisp)	2 trips per	MO			11,550	3,300	-	-	-	-	-	-	-	-	-	-	14,850				14,850
					DAYS	66	132		-	66		-	-	1								
	Deputy Project Manager (Betty Evans)	2 trips per	MO			11,550	6,600	-	-	6,600	-	-	-	25,000	-	-	-	49,750				49,750
					DAYS	-	-		-	-	33	-	-		-							
	Construction Manager Full time (Henry West)	33	MO			-	-	-	-	-	66,000	-	-	-	-	-	-	66,000				66,000
					DAYS	-	-		-	-	33	-	-		-							
	Deputy Construction Manager Full time (Janet Dories)	33	MO			-	-	-	-	-	66,000	-	-	-	-	-	-	66,000				66,000
					DAYS	-	-		-	-	33	-	-	-	-							
	Resident Engineer	33	MO			-	-	-	-	-	66,000	-	-	-	-	-	-	66,000				66,000
					DAYS	-	24	-	-	12		-	24		-							
	Project Controls/Acct. (Dean Miller)	4 trips per	YR			-	1,200	-	-	1,200	-	-	1,680	-	-	-	-	4,080				4,080
					MO	-	-		-	-	31	-	-		-							
	Civil / Mechanical Superintendent	31	MO			-	-	-	-	-	62,000	-	-	-	-	-	-	62,000				62,000
					MO	-	-		-	-	30	-	-		-							
	Electrical/I&C Superintendent	30	MO			-	-	-	-	-	60,000	-	-	-	-	-	-	60,000				60,000
					DAYS	-	-		-	-	30	-	-	-	-							
	QA/QC Manager	30	MO			-	-	-	-	-	60,000	-	-	-	-	-	-	60,000				60,000
					DAYS	-	-		-	-	33	-	-		-							
	Safety Manager	33	MO			-	-	-	-	-	66,000	-	-	-	-	-	-	66,000				66,000
							12	-	6	6			12									
	Contract Administer/Procurement	2 trips per	YR			-	600	-	1,800	600	-	-	840	-	-	-	-	3,840				3,840
	Subtotal					34,650	18,300	-	1,800	15,000	446,000	-	2,520	25,000	-	-	-	543,270	-	-	-	543,270
	Subcontracted Labor																					
	Administrative Assistant	5,709	HR	47.50														-			271,178	271,178
	Subtotal					-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	271,178	271,178
	Quality Program																					
	Special Permits, Consultants	1	LS	10,000														-			10,000	10,000
	Surveying equipment	1	LS	12,000														-	12,000			12,000
	Subtotal					-	-	-	-	-	-	-	-	-	-	-	-	-	12,000	-	10,000	22,000
	Community Plan																					
	Revise Messerly Sign	1	LS	400														-	400			400
	Prepare bi-monthly reports for BOC (15)	1	LS	200														-	200			200
	Groundbreaking ceremony	1	LS	7,500														-	7,500			7,500
	Dedication Ceremony	1	LS	20,000														-	20,000			20,000
						-												-	-			-

JOB NO.: 260317
PROJECT: J.B. MESSERLY WPCP
CLIENT: Augusta Utilities Department
REVISION: 2
EST. DATE: 7/30/2007

PARSONS' GENERAL CONDITIONS OTHER DIRECT COSTS (ODC's)

Parsons General Conditions					Home Office Travel (mileage)	Home Office Travel-Meal	Home Office Travel	Air Fare	On-site Lodging	Living Allowance	On-site Subsistence	Rental car	Relocation	Relocation	Apartment Rental	Per Diem	TOTAL ODC'S	MATERIAL	EQUIPMENT	SUBCONTRACT	TOTAL COST
DWG/REF & MEANS CODE	LOCATION & DESCRIPTION	QTY	UNIT	UNIT Cost																	
	Subtotal				-	-	-	-	-	-	-	-	-	-	-	-	-	28,100	-	-	28,100
	Safety																				
	Safety Supplies (Hard Hats/Vest/Ear/Eye Protect	33	MO	100														3,300			3,300
	First Aid Consumables	33	MO	50														1,650			1,650
	Drug Testing	33	MO	150															4,950		4,950
	Safety Incentives	30	MO	100														3,000			3,000
	Safety Luncheons	6	EA	2,000														12,000			12,000
	Miscellaneous Safety Equipment	1	EA	4,000														4,000			4,000
	Corporate Safety Audits	6	ea	1,500														9,000			9,000
	Subtotal				-	-	-	-	-	-	-	-	-	-	-	-	-	32,950	-	4,950	37,900
	Client Activities																				
	Partnering Moderator	1	LS	30,000														-		30,000	30,000
	Subtotal				-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	30,000	30,000
	Parsons Office & Support Facilities																				
	Demob trailer and office eqt	1	LS	5,000														-		5,000	5,000
	Janitorial	33	MO	400														-		13,200	13,200
	Office Equipment-Bottled Water	33	MO	125														-	4,125		4,125
	Office Equipment-Coffee Service	33	MO	125														-	4,125		4,125
	IS Set-Up (see quote)	33	MO	3,761														-	124,113		124,113
	Office Equipment-Computers, Server, Phones	1	LS	52,986														-	52,986		52,986
	Recurring monthly IS cost	33	mos	3,946														-	130,218		130,218
	Cell Phones	33	LS	400														-	13,200		13,200
	Monthly Phone Service	33	LS	750														-	24,750		24,750
	Office Equipment-Desks and equipment	1	LS	30,750														-	30,750		30,750
	Postage and courier	33	MO	100														-	3,300		3,300
	Office Supplies	33	MO	500														-	16,500		16,500
	Fire Extinguishers	6	ea	200														-	1,200		1,200
	Subtotal				-	-	-	-	-	-	-	-	-	-	-	-	-	405,267	-	18,200	423,467
	AUD Project Office																				
	Janitorial	33	MO	400														-	13,200		13,200
	Office Equipment-Bottled Water	33	MO	100														-	3,300		3,300
	Office Equipment-Coffee Service	33	MO	100														-	3,300		3,300
	Office Equipment-supplies	33	MO	400														-	13,200		13,200
	Safety and First Aid	33	MO	100														-	3,300		3,300
	Subtotal				-	-	-	-	-	-	-	-	-	-	-	-	-	36,300	-	-	36,300
	Site Utilities and Support																				
	Traffic Control Signs	1	LS	3,000														-	3,000		3,000
	Subtotal				-	-	-	-	-	-	-	-	-	-	-	-	-	3,000	-	-	3,000
	Special Contract Requirements																				
	Expedition set up and support	1	LS	102,035														-		102,035	102,035
	Aerial Photos - Monthly	30	MO	300														-	9,000		9,000

JOB NO.: 260317
PROJECT: J.B. MESSERLY WPCP
CLIENT: Augusta Utilities Department
REVISION: 2
EST. DATE: 7/30/2007

PARSONS' GENERAL CONDITIONS OTHER DIRECT COSTS (ODC's)

PROJECT: J.B. MESSERLY WPCP					Home Office Travel (mileage)	Home Office Travel-Meal	Home Office Travel	Air Fare	On-site Lodging	Living Allowance	On-site Subsistence	Rental car	Relocation	Relocation	Apartment Rental	Per Diem						
CLIENT: Augusta Utilities Department																	TOTAL ODC'S	MATERIAL	EQUIPMENT	SUBCONTRACT	TOTAL COST	
REVISION: 2																						
EST. DATE: 7/30/2007																						
Parsons General Conditions																						
DWG/REF & MEANS CODE	LOCATION & DESCRIPTION	QTY	UNIT	UNIT Cost																		
	Construction Progress Photos	30	MO	300														-	9,000		9,000	
	Lynx Enterprises (Photo System)	30	MO	300														-	9,000		9,000	
	O&M manuals	1	LS	8,000														-	8,000		8,000	
	Emergency Oil Spill Recovery Materials	1	LS	5,000														-	5,000		5,000	
	ADT system for trailers (all)	33	MO	200														-		6,600	6,600	
	Security Badges	1	LS	3,000														-	3,000		3,000	
	Temporay Site Fencing	1	LS	66,100														-		66,100	66,100	
	Replace parking lot gravel 3x's	3	ea	2,000														-		6,000	6,000	
	Maintain haul road	1	LS	25,000														-		25,000	25,000	
																		-				
	Subtotal					-	-	-	-	-	-	-	-	-	-	-	-	-	43,000	-	205,735	248,735
	Project Vehicles																					
	Job Site Vehicles (2 each)	66	mo	825														-	54,450		54,450	
	Fuel and Maintenance	66	MO	325														-	21,450		21,450	
	ATV's / Golf Carts (6 each)	6	ea	6,000														-	36,000		36,000	
	ATV's / Golf Carts maintenance	198	mo	140														-	27,720		27,720	
																		-				
	Subtotal					-	-	-	-	-	-	-	-	-	-	-	-	-	139,620	-	-	139,620
	Warranty Callback																					
	Warranty Callback	1	LS	50,000														-	50,000		50,000	
																		-				
	Subtotal					-	-	-	-	-	-	-	-	-	-	-	-	-	50,000	-	-	50,000
	Permits																					
	Building Permit	1	LS	63,840														-	63,840		63,840	
	\$883.80/1st \$500K: \$0.90/ea addl \$1000																	-	-		-	
	\$ 70,451,808.00																	-	-		-	
	Subtotal					-	-	-	-	-	-	-	-	-	-	-	-	-	63,840	-	-	63,840
	Sales Taxes																					
	Sales Taxes on Materials	6	%	-														-	48,845	-		48,845
																		-				
	Subtotal					-	-	-	-	-	-	-	-	-	-	-	-	-	48,845	-	-	48,845
	GRAND TOTAL																					
	GRAND TOTAL					34,650	18,300	-	1,800	15,000	446,000	-	2,520	25,000	-	-	-	543,270	862,922	-	540,063	1,946,255

Allowances																					
	Landscaping	1	LS	50,000														-		50,000	50,000
	Warehouse Space	1	LS	150,000														-		150,000	150,000
	Fencing - Permanent	1	LS	110,000														-		110,000	110,000
	Odor Control Ductwork & Stripper	1	LS	875,000														-		875,000	875,000
	Plant Sign	1	LS	80,000														-		80,000	80,000
	Silt Fence & Maintenance	1	LS	180,000														-		180,000	180,000
	Dewatering Power Consumption	1	LS	500,000																500,000	500,000

JOB NO.: 260317
PROJECT: J.B. MESSERLY WPCP
CLIENT: Augusta Utilities Department
REVISION: 2
EST. DATE: 7/30/2007

PARSONS' GENERAL CONDITIONS OTHER DIRECT COSTS (ODC's)

PROJECT:	J.B. MESSERLY WPCP																					
CLIENT:	Augusta Utilities Department																					
REVISION:	2																					
EST. DATE:	7/30/2007																					
Parsons General Conditions																						
DWG/REF & MEANS CODE	LOCATION & DESCRIPTION	QTY	UNIT	UNIT Cost		Home Office Travel (mileage)	Home Office Travel-Meal	Home Office Travel	Air Fare	On-site Lodging	Living Allowance	On-site Subsistence	Rental car	Relocation	Relocation	Apartment Rental	Per Diem	TOTAL ODC'S	MATERIAL	EQUIPMENT	SUBCONTRACT	TOTAL COST
	Phinizy Swamp	1	LS	25,000																	25,000	25,000
	Plant Security Services	1	LS	200,000																	200,000	200,000
	Butler Creek Interceptor	1	LS	500,000																	500,000	500,000

Table of Quotations

Description		Supplier/Subcontractor (* = selected/anticipated bidder)	Amount	Bid Type	Bid Bond	Perf. Bond	Valid Until	Notes
S-28	Pre-Engineered Metal Buildings	Brasfield & Gorrie, L.L.C.	1,115,000	Lump Sum	Yes	TBS	10/26/07	
S-29	Odor Control	Brasfield & Gorrie, L.L.C.	3,740,395	Lump Sum	Yes	TBS	10/26/07	
S-30	Electrical and I&C	S & R Electric	10,039,634	Lump Sum	Yes	TBS	10/26/07	
S-31	Aeration Basins 3, 4, 5, 6	Brasfield & Gorrie, L.L.C.	32,226,388	Lump Sum	Yes	TBS	10/26/07	
S-32	Grit facilities and influent pump station	Brasfield & Gorrie, L.L.C.	3,683,000	Lump Sum	Yes	TBS	10/26/07	
S-34	Rehab aeration basins 1 & 2	Brasfield & Gorrie, L.L.C.	263,473	Lump Sum	Yes	TBS	10/26/07	
S-35	Hypochlorite Facilities	Brasfield & Gorrie, L.L.C.	199,000	Lump Sum	Yes	TBS	10/26/07	
S-36	Switchgear Building	Brasfield & Gorrie, L.L.C.	452,000	Lump Sum	Yes	TBS	10/26/07	
S-37		0	0	-	Lump Sum	Yes	TBS	10/26/07
			51,718,890	TBS = To be supplied				

EXHIBIT C

PROJECT INSURANCE CERTIFICATION AND BOND COVERAGE

**PARSONS WATER & INFRASTRUCTURE, INC.
AUGUSTA CAPITAL IMPROVEMENTS PROGRAM PROJECT NO. 80130
J B MESSERLY WATER POLLUTION CONTROL PLANT
CONSTRUCTION MANAGEMENT AT RISK AGREEMENT – CONSTRUCTION
SERVICES**

EXHIBIT D

GMP PROPOSAL DOCUMENTS

**PARSONS WATER & INFRASTRUCTURE, INC.
AUGUSTA CAPITAL IMPROVEMENTS PROGRAM PROJECT NO. 80130
J B MESSERLY WATER POLLUTION CONTROL PLANT
CONSTRUCTION MANAGEMENT AT RISK AGREEMENT – CONSTRUCTION
SERVICES**



Engineering Services Committee Meeting

9/10/2007 1:00 PM

Request by Scott Bridge Company to close Park and Ride lot at Wheeler Road and Bobby Jones Expressway.

Department: County Attorney-Steve Shepard

caption2: Approve request by Scott Bridge Company to temporarily close Park and Ride Lot located at Wheeler Road and Bobby Jones Expressway.

Background: Scott Bridge Company is prime contractor for the Georgia Department of Transportation for the I-20 and I-520 interchange improvements, which also consist of widening Wheeler Road. Park and Ride lot owned by the city of Augusta will be used as a staging area for equipment and supplies. The area will be completely fenced and any damage to the pavement or other items will be repaired by Scott Bridge Company prior to the reopening of the lot, with an agreement signed by Scott Bridge Company stating the same. The lot will be closed until September, 2010.

Analysis: See Background

Financial Impact: N/A

Alternatives: N/A

Recommendation: Approve

Funds are Available in the Following Accounts: N/A

REVIEWED AND APPROVED BY:

Cover Memo

Item # 10

Administrator.
Clerk of Commission



**Engineering Services Committee Meeting
9/10/2007 1:00 PM
Storm Water Utility**

Department: Clerk of Commission

caption2: Report from the Administrator regarding his research concerning the creation and need for a storm water utility.
(Referred from August 27 Engineering Services)

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:

Clerk of Commission



Engineering Services Committee Meeting

9/10/2007 1:00 PM

Supplement to the Municipal Design Group contract for the James B. Messerly WPCP Master Plan Implementation Phase 1 Project

Department:	Utilities
caption2:	Approve a supplement to the contract with Messerly Design Group, LLC (MDG) in the amount of \$1,218,171 for additional scope of work required through construction of the James B. Messerly WPCP Master Plan Implementation Phase 1 Project.
Background:	MDG has worked closely with both our previous and current construction management firms to value engineer the project, evaluate the impact of proposed cost saving approaches and modify the design as appropriate. In addition there have been two additional Utilities Department projects that were required to coordinate design with the Messerly Plant project.
Analysis:	The total amount of this requested supplement to MDG's contract is \$1,218,171. A portion of this amount (\$274,911) is to cover additional expenses related to the original scope of work due to the change in project delivery approach from traditional design-bid-build to Construction Manager at Risk and an increase in labor cost due to delays in beginning construction. The majority of the requested amount (\$943,260) is due to the additional work that has been required to work with the project team in refining the project and design coordination to accommodate the other Utilities Department projects. The additional work on this project has resulted in a reduction of the overall project cost of approximately \$14 million since October 2006.
Financial Impact:	\$1,218,171 from Utilities Department Capital Improvement Funds
Alternatives:	1) Approve the requested supplement; 2) Disapprove and negotiate another contract for engineering through

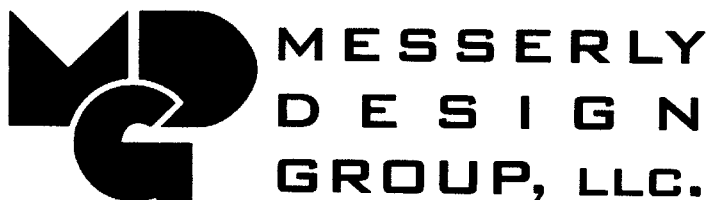
construction (not recommended)

Recommendation: Approve this requested supplement to the contract with Messerly Design Group, LLC in the amount of \$1,218,171.

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

REVIEWED AND APPROVED BY:

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



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

August 28, 2007
SL # 30453
Project #: RO-5847-SD

Re: Professional Services Budget, Messerly Improvements

Dear Mr. Saxon:

The Messerly Design Group (MDG) completed design on the Messerly Improvements Project in June 2005. Since that time, we have worked closely with the Project Management Team to develop the best possible construction pricing for the project.

When the original professional services budget was developed, the project was to be constructed utilizing the traditional design-bid-build delivery method. During design, the project team decided that the Construction Manager at Risk (CMAR) delivery method would offer economic, constructability and operational advantages. Consequently, MDG's scope has changed to accommodate the change to CMAR.

Also, during the development of the project, additional tasks have been performed to address critical needs not included in the original scope, and to tailor the project to conform to AUD's available funding. These tasks include significant redesign resulting from a Value Engineering analysis, and redesign of the south aeration basins. These efforts have resulted in reducing the guaranteed maximum price (GMP) of the project from \$86,300,000 to approximately \$70,000,000.

An itemization of the original and proposed professional services budget is attached for your reference.

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 Wiedmeier
Project Manager

Enclosure



Supplement to Professional Services Contract, Messerly Improvements

	<u>Original</u>	<u>Proposed</u>	<u>Difference</u>
Base Engineering Contract			
Project Management & Coordination	\$ 486,693	\$ 479,343	\$ (7,350)
Preliminary Design	\$ 520,915	\$ 518,290	\$ (2,625)
Detailed Design	\$ 1,690,649	\$ 1,689,047	\$ (1,602)
Bidding Phase Services	\$ 111,475	\$ -	\$ (111,475)
Construction Administration Services	\$ 1,326,158	\$ 1,995,408	\$ 669,250
Project Completion	\$ 409,825	\$ 443,267	\$ 33,442
Supplemental Services	\$ 1,360,653	\$ 940,808	\$ (419,845)
Total Original Contract	\$ 5,906,368	\$ 6,066,162	\$ 159,794
Additional Supplemental Services (See detail below)	\$ -	\$ 943,260	\$ 943,260
Total Contract with Additional Services	\$ 5,906,368	\$ 7,009,422	\$ 1,103,054
Additional project insurance	\$ -	\$ 115,117	\$ 115,117
	\$ 5,906,368	\$ 7,124,539	\$ 1,218,171

Additional Supplemental Services Detail

Lift Station Improvements	Redesign of lift station piping to accommodate design flow	\$ 79,270.00
Barscreen/Headworks Improvements	Investigate options for barscreen improvements to accommodate design flow	\$ 31,260.00
Grit Classification/Redesign	Perform grit classification study to evaluate sizing of grit equipment	\$ 22,460.00
Solids Processing Area Redesign	Design improvements necessary to redirect recycle flows from solids processing area	\$ 16,320.00
Abandon North A.B. Evaluation	Evaluation to assess the efficacy of abandoning the existing north aeration basins and increasing the size of the new basins	\$ 8,270.00
Additional Generator Design	Base engineering fee covered a single diesel generator. This task included (2) additional units and synchronizing gear.	\$ 40,254.00
Coordination with Construction Manager	Assisting CM with project estimates, securing bids, and developing GMP	\$ 264,061.55
HMI Additions	Base engineering fee anticipated 300 I/O points. Final design included approximately 600 I/O points	\$ 52,998.40
CN Forcemain Odor Control	Design of H ₂ S stripper for CN forcemain	\$ 61,211.60
VE Redesign	Redesign to incorporate recommendations of Value Engineering analysis	\$ 280,504.00
North Aeration Basin Deep Foundation	Design of pile foundation for new aeration basins to allow alternate pricing by contractor	\$ 36,650.25
South Aeration Basin Reconfiguration	Design revision to minimize work at the existing Aeration Basins	\$ 50,000.00
		\$ 943,259.80

Submitted: Tom D. Wiedmeier
Tom D. Wiedmeier, Project Manager

8/28/07
Date

Accepted: _____

Date



**Engineering Services Committee Meeting
9/10/2007 1:00 PM
Third Level Canal Cleaning Method**

Department: Clerk of Commission

caption2: Discussion of method for cleaning the 3rd Level of Canal.
(Requested by Commissioner Cheek)

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:

Clerk of Commission
