



Engineering Services Committee      Committee Room- 10/30/2006- 1:30 PM  
Meeting

### **ENGINEERING SERVICES**

1. Approve change order to Municipal Building's exterior renovations consultant to include replacement of existing windows with energy efficient, insulated glass windows. ☐ [Attachments](#)
2. Authorize execution of agreement between Augusta and Standard Textile Augusta, Inc. aka King Mill for the delivery of water from the Augusta Canal. ☐ [Attachments](#)
3. Approve CPB #324-04-201824117 Change Number 4 in the amount of \$1,750,000.00 with funding of \$450,000.00 from the GDOT State Aid Contract, \$300,000.00 from CDBG Funds, and \$1,000,000.00 from Phase II SPLOST Contingency to be allocated for Project Construction. Also, approve award of Construction Contract to Mabus Brothers Construction Company, Inc. in the amount of \$3,298,091.23 for the East Boundary Street and Drainage Improvements Project, subject to receipt of signed contracts and proper bonds. ☐ [Attachments](#)
4. Motion to approve and accept Georgia Power Company Governmental Encroachment Agreement for Easement No. 30877 ☐ [Attachments](#)
5. Motion to approve an Option for Right-of-Way between The Richmond County Hospital Authority, as owner, and Augusta, Georgia, as optionee, in connection with the St. Sebastian Way Project, for 0.016 acre (5042.65 sq. ft) in fee and 0.110 acre (4370.56 sq. ft.) of permanent construction & maintenance easement and one temporary driveway easement for the following property located at ☐ [Attachments](#)

1350 Walton Way for a purchase price of \$105,200.00.

6. Motion to approve a resolution requested by the Augusta Fire Department to change the name of the road known as Cambridge Road to Cambridge Court. ☐ [Attachments](#)
7. Update on the Solid Waste Department's emergency infrastructure repairs, the statistically significant increase in acetone and vinyl chloride levels, and the facility's listing on the state's Hazardous Site Inventory as well as corrective actions taken. ☐ [Attachments](#)
8. Approve Capital Project Budget #324-04-201824371 Change Number 3 in the amount of \$145,000.00 for the Washington Road Intersection Improvement Project funded from Special One Percent Sales Tax, Phase II Recapture. ☐ [Attachments](#)
9. Motion to approve request from JM Wilkinson Neighborhood for closure of Wilkinson Circle. Also, approve funding from the Traffic Engineering Capital Outlay funds in the amount of \$500.00 or less. ☐ [Attachments](#)
10. Approve Supplemental Agreement Number Two (2) with Jordan, Jones & Goulding (JJG) in the amount of \$543,851 to realign Travis Road with Spirit Creek Road, signal warrant study & traffic update, revisions based upon revised traffic study, additional design beyond the original scope of the project, update survey, database & property information, additional erosion control plan requirements, revisions to the environmental approval guidelines, project management and escalation due to schedule delays (see attachment for detailed information concerning each of these tasks) for the Windsor Spring Road improvement projects, phase IV & V (CPB #323-04-202824766 & 323-04-203824768) as requested by the Engineering Department. Funds are available in SPLOST Phase IV in the Windsor Spring Road Phase IV project right of way account. Funds from the Phase IV project right of way account will be transferred in the amount of \$271,925.50 to each project engineering account. ☐ [Attachments](#)

11. Discuss RFP for pest control services for 2007. ☐ [Attachments](#)  
(Requested by Commissioner Joe Bowles)

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



**Engineering Services Committee Meeting**

**10/30/2006 1:30 PM**

**Approve Design Change Order to Replace Windows in the Municipal Building**

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|                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|--------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Department:</b> | Administration                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Caption:</b>    | Approve change order to Municipal Building's exterior renovations consultant to include replacement of existing windows with energy efficient, insulated glass windows.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Background:</b> | <p>The exterior renovations consultant, Stafford Consulting Engineers, was hired to analyze the Municipal Building's exterior envelope, including roofing, cladding and windows. Their contract includes design and specification of re-roofing assemblies and replacement of sealant joints in the exterior cladding. The roofing and sealant rehabilitation consulting work includes production of bidding documents and construction observation. The contact also includes a feasibility analysis of replacing the existing windows, but not a complete set of construction and bidding documents for their replacement. The feasibility study has determined that replacement of the windows simultaneously with the resealing of the cladding is likely more cost-effective than performing the work separately; and enhances the likelihood of a watertight installation.</p> |
| <b>Analysis:</b>   | <p>When the RFP for this work was written, the prevailing opinion was that the windows would not be replaced until the building's HVAC systems were upgraded to a 4-pipe system, at which time fixed, insulating glass units would be installed. The feasibility study has concluded that replacement with new, operable, insulated glass units, simultaneous with the cladding work, has several advantages. These include: 1. Cost sharing of scaffolding and lift equipment 2. Single source responsibility for any installation-related leakage 3. Sooner realization (perhaps by as much as a decade) of the benefits of replacement, including lower energy usage, enhanced occupant comfort, better dampening of unwanted noise (trains, etc.), less condensation and moisture penetration.</p>                                                                               |

**Financial Impact:** The added cost to include final design and bidding documents for the window replacement work is \$36,600. The replacement of all of the Municipal Building's windows is expected to cost on the order of \$1 million dollars.

**Alternatives:** 1. Skip window replacement and limit work to roofing and sealant replacement

**Recommendation:** Approve change order to include replacement of existing windows with operable, insulated glass windows. Alternative number 1 is likely to cost more in the long run, increases the likelihood of damaging envelope leaks, and delays the realization of the benefits of insulated glass windows.

**Funds are  
Available in the  
Following  
Accounts:** 323-04-6211 296050050

**REVIEWED AND APPROVED BY:**

**Administrator.  
Clerk of Commission**

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**STAFFORD  
CONSULTING  
ENGINEERS**

Building Envelope Systems Specialists

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9115 Harris Corners Parkway, Suite 230, Charlotte, North Carolina 28269  
p. 704.597.9000 f. 704.597.5262

October 17, 2006  
Proposal No. 061006 (Revised)

Mr. Robert T. Munger, AIA  
Program Manager  
Heery International, Inc.  
Augusta-Richmond County  
501 Green Street, Suite 313  
Augusta, GA 30901

Subject: Consulting Engineering Services – Window Replacement  
Augusta Municipal Building  
Augusta, Georgia

Dear Mr. Munger:

Per your request, we propose to provide consulting engineering services in connection with design and construction administration for replacing approximately 479 double hung windows on Augusta Municipal Building in Augusta, Georgia in conjunction with the roof and sealant replacement design project currently underway by Stafford Consulting Engineers. If the terms and conditions of this proposal are acceptable, the current agreement between Augusta-Richmond County dated March 16, 2006 will be amended as follows.

Augusta-Richmond County, Georgia is referenced herein as OWNER and Stafford Consulting Engineers is referenced herein as ENGINEER.

**SERVICES OF ENGINEER**

- A. Owner - Designer Review: ENGINEER shall advise and assist the OWNER in determining methods and procedures to accomplish corrective actions.
- B. Initial Field Investigation: ENGINEER shall make an on-site inspection of the facility to ascertain existing conditions of window construction. One or more engineers, technicians or inspectors from Stafford Consulting Engineers will visit the site and review the existing construction including limited invasive openings, make field measurements, etc.
- C. Preparation of Drawings, Specifications and Contract Documents: ENGINEER shall prepare drawings and specifications in conjunction with drawings and specifications to replace the existing roofing and sealant. The specific design scope of work will include removal of existing windows and window frames, minimal modification of interior

trim/finishes as necessary to accommodate removals and installation of windows, flashings, etc.; and installation of other components as necessary to provide watertight a complete window installation.

- D. Pre-Installation Conference: ENGINEER will attend and conduct a conference with the general contractor and window contractor, Augusta-Richmond County, Georgia's representative and other appropriate parties at the facility prior to start of work. ENGINEER will review the scope of work of the project and summarize the project requirements for the contractor(s). Project schedules, order of work, ground level operations and Owner specific requirements will also be reviewed as necessary. ENGINEER will prepare and issue a report of the minutes of the conference and provide copies to all attendees and other appropriate parties.
- E. Periodic Site Visits: ENGINEER will conduct periodic site visits during the course of the project to evaluate contractor's progress and generally review contractor's compliance with plans and specifications. Two (2) site visits are anticipated as a part of this agreement in addition to those which are included in the current agreement between Augusta-Richmond County and Stafford Consulting Engineers for the roof/sealant replacement.
- F. Submittal Review: ENGINEER will review various window specific documents required for submission during the project, including but not necessarily limited to:
  - 1. Change Order Requests: Engineer will review requests, if any, by contractor for changes to the contracted scope of work and issue recommendations to Augusta-Richmond County, Georgia whether work should be implemented. Engineer will evaluate contractor's request for additional time and money, if any, and make a determination as to appropriateness of request. Engineer will issue appropriate change order documents and acquire signatures from contracted parties.
  - 2. Shop drawings, Certificates of Compliance and Warranties: Engineer shall review all shop drawings including window manufacturer installation drawings and other drawings as may be required by the contract documents for compliance with the plans and specifications and with field conditions. Engineer shall review Certificates of Compliance for primary materials specified and submitted by the contractor as verification that the materials meet appropriate standards. Engineer shall review warranties, material lists and other submittals for compliance with the contract documents.
- G. Final Inspection: After Contractor certifies the window installation is complete, ENGINEER will schedule an inspection of the work with Augusta-Richmond County, Georgia, Contractor(s) and other appropriate parties. Engineer will conduct inspection and note deficiencies requiring correction. Windows to be reviewed at the final inspection will be selected at random. Deficiencies will be summarized in a written report prepared by Engineer and distributed to Augusta-Richmond County, Georgia,

Mr. Robert T. Munger, AIA  
Page 3 of 3  
October 17, 2006  
Proposal No. 061006 (Revised)

Contractor(s) and other appropriate parties. It is anticipated that window observations for a final inspection will be conducted from the building interior or from grade.

- H. Project Close-Out: Engineer will prepare or acquire those documents necessary to close out the project including any required warranties, consents of surety, final payment applications, lien waivers, etc. and forward to Augusta-Richmond County, Georgia for Augusta-Richmond County, Georgia's permanent records.

Augusta-Richmond County shall pay ENGINEER for services rendered under Paragraphs A - H, inclusive as follows: **Lump Sum Fee of Thirty-Six Thousand Six Hundred Dollars (\$36,600.00).**

We appreciate the opportunity to submit this Proposal. Should there be any questions concerning this Proposal or the scope of the work intended, please do not hesitate to contact me directly.

Respectfully,

**Stafford Consulting Engineers**



Stuart W. Sutton, PE RRC  
President

SWS:cb

ACCEPTED:

By: \_\_\_\_\_

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

Firm: Augusta-Richmond County, Georgia

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





**Engineering Services Committee Meeting  
10/30/2006 1:30 PM  
Augusta Canal Water Agreement with Standard Textile Augusta Inc.**

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|                                             |                                                                                                                                                                                                                                                                                                                                                                                                                  |
|---------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Department:</b>                          | Utilities                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Caption:</b>                             | Authorize execution of agreement between Augusta and Standard Textile Augusta, Inc. aka King Mill for the delivery of water from the Augusta Canal.                                                                                                                                                                                                                                                              |
| <b>Background:</b>                          | Augusta owns and operates the Augusta Canal and the Augusta Diversion Dam at the head of the Canal. Standard Textiles aka King Mill operates a mill located adjacent to the Canal. Standard Textiles recently contacted Augusta and advised they would be making a significant investment in the King Mill Plant. Standard Textiles wanted to update the delivery of water agreements through the Augusta Canal. |
| <b>Analysis:</b>                            | The attached agreement provides for the delivery of water to the King Mill for a period ending December 31, 2011. The agreement for the delivery of water to the various users of the canal is one of the many advantages of having the Augusta Canal as a local resource.                                                                                                                                       |
| <b>Financial Impact:</b>                    | Funds from this agreement will continue to benefit the programs of the Augusta Canal Authority in the same manner the current revenues are being used.                                                                                                                                                                                                                                                           |
| <b>Alternatives:</b>                        | No alternatives are recommended.                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Recommendation:</b>                      | We recommend the Commission authorize the execution of the agreement between Augusta and Standard Textile Augusta, Inc. aka King Mill for the delivery of water from the Augusta Canal.                                                                                                                                                                                                                          |
| <b>Funds are Available in the Following</b> | N/A                                                                                                                                                                                                                                                                                                                                                                                                              |

**Accounts:**

**REVIEWED AND APPROVED BY:**

**Finance.**

**Procurement.**

**Disadvantaged Business Enterprise.**

**Administrator.**

**Clerk of Commission**

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**AGREEMENT**  
**FOR DELIVERY OF WATER THROUGH**  
**THE AUGUSTA CANAL**

STATE OF GEORGIA,  
COUNTY OF RICHMOND

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2006, by and between AUGUSTA, GEORGIA, a political subdivision of the State of Georgia, hereinafter referred to as "Grantor", and **STANDARD TEXTILE AUGUSTA, INC.** a corporation organized and existing under the laws of the State of Georgia; hereinafter referred to as "Grantee";

**WITNESSETH:**

WHEREAS, the Grantor owns and operates the Augusta Canal and the dam at the head of said Canal; and

WHEREAS, Grantee operates a mill located adjacent to the aforesaid Canal and desires to enter into an agreement with the Grantor whereby Grantor agrees to supply certain amounts of water to Grantee through said Canal; and

WHEREAS, the Augusta-Richmond County Code provides certain terms, conditions, restrictions and limitations relating to the use of the water channeled through the aforesaid Canal; and

WHEREAS, the parties desire that additional terms, conditions and restrictions relating to the use of this water be set forth.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**SECTION I.      GRANT OF RIGHT; TERM.**

Grantor herein does hereby grant and lease to the Grantee, the right of using and deriving water power from water channeled through the Augusta Dam and Canal for a period ending December 31, 2011, in accordance with the following terms, conditions, restrictions and limitations.

SECTION II. BULKHEADS:

Grantee shall draw water from the Canal to Grantee's operations through a bulkhead. All bulkheads hereafter constructed or all existing bulkheads hereafter repaired by the Grantee shall be constructed or repaired in accordance with plans approved in advance by the Augusta Utilities Department (the "Utilities Department"). Grantee shall have on site, at all times during which a bulkhead is being constructed or work is being performed on a bulkhead, a qualified inspector who has been approved by the Utilities Department. The Utilities Department shall have the right to inspect any such work performed under this Section at any time deemed necessary.

SECTION III. INDEMNITY BOND:

Prior to commencing any work on the Canal or any appurtenances thereto, Grantee shall execute in favor of Augusta, Georgia, an indemnity bond in an amount and on a form approved by the City Attorney. Said bond shall by its terms and conditions agree to indemnify and hold Augusta, Georgia safe and harmless against any loss or damage to any person or property occasioned by such work. Said bond shall also by its terms and conditions agree to reimburse the Grantor for any repairs necessitated to the Canal as a result of any such work done by Grantee.

SECTION IV. TOWING PATH:

Grantee shall not erect any building or other fixture of any type or description on the land immediately adjacent to the Canal, from the Harrisburg Bridge to Coleman's Branch, within ninety (90) feet of Canal water or the first level of said Canal, all of said land being part of a public road known as the "Towing Path"; provided, however, nothing herein shall prevent the maintenance or repair of all existing buildings or fixtures. This ninety foot strip shall be reserved for a highway and towing path and any water herein granted to the Grantee shall be conveyed from Grantee's bulkhead in such a way as not to interfere or obstruct passage along and over the aforesaid Towing Path. Any and all pipes or other means of conveying water from the Grantee's bulkhead under the aforesaid Towing Path shall be constructed in a good and workmanlike manner free of all leaks and kept in good repair by the Grantee. Additionally, Grantee agrees to keep all pipes or other methods of conveyance of said water from the Grantee's bulkhead to Grantee's turbines free of leaks and in good repair and in the event any leaks should occur in any of the structures through which water is conveyed to Grantee, Grantee shall immediately cease obtaining or conveying any water from the Canal until said leaks are repaired.

SECTION V. TAIL RACES:

All tail races conveying water for Grantee's turbines shall be maintained by Grantee. (Grantee shall keep all tail races maintained and cleaned such that no more water than is allocated to and necessary for Grantee shall be used. The Utilities Department shall have the right to inspect all tail races as it deems necessary in order to ensure compliance with this Section.

SECTION VI. RIGHT OF ENTRY FOR INSPECTION:

The Grantee grants unto Grantor the right to enter at any and all times upon Grantee's premises for the purpose of inspecting the bulkhead cylinders, forbays, flumes, turbines, water gates, tail races and each and every other structure connected with the use of water from the Canal and conveyance of said water to the Grantee's premises and from the Canal.

SECTION VII. DETERMINATION OF THE AMOUNT OF POWER USED:

The amount of power used by the Grantee shall be determined by utilizing the rated horsepower of the turbines used by Grantee.

SECTION VIII. CONSTRUCTION OF GRANT AND MAINTENANCE OF DAM AND CANAL:

The grant of power made by the Grantor herein is subject to all prior grants made by the Grantor and to the natural and providential changes in the River and to all other reservations as provided for herein. The Grantor does not intend to nor does the Grantor grant anything beyond the capabilities of the Dam or the head of the Canal and the Canal, both of which the Grantor herein agrees to maintain.

SECTION IX. RESERVATION OF WATER FOR USE BY THE GRANTOR:

The Grantor hereby reserves for the use of the Grantor enough water from the first and second levels of the Canal to drive the pumps of the Grantor's waterworks and to supply the reservoir of the Waterworks with water at all times. These rights shall have precedence over all the grants of water made by the Grantor on the first and second levels of such Canal. The Grantor also reserves the right to supply all of the needs of Grantor for water for any purpose from any level of the Canal and this right shall have precedence over all the grants made by Grantor over any level of the Canal.

SECTION X. RIGHT OF GRANTOR TO CAUSE SHUTDOWN:

Grantor reserves the right to cause a shutdown of

Grantee's access to water from the Canal for a period chosen by Grantor and which period shall not exceed two (2) weeks in duration. Grantor shall provide Grantee with written notice of any two-week shutdown period no later than 30 days prior to the beginning of said period.

SECTION XI. ADJUSTMENT OF RATES FOR GRANTEE DOWNTIME:

Grantor recognizes that certain periods of downtime may occur during the term of this Agreement due to outages or maintenance requirements. Grantor agrees that Grantee's rates as set out herein shall be adjusted on a per horsepower basis for any such downtime.

SECTION XII. INSPECTION OF FACILITIES AND AMOUNT OF WATER USED:

The Grantor is hereby granted the right to inspect all of the facilities of the Grantee used in connection with the taking of water by Grantee from the Canal and to prevent, by any lawful means, the Grantee from using any facility that is capable of drawing or discharging more water than Grantee is entitled to draw under this grant. No increase in the amount of water used is to be permitted to Grantee pursuant to the terms of this agreement and any such contemplated increase must be negotiated with the Grantor and reflected in an entirely new agreement.

SECTION XIII. EXPLOSIVES; NUISANCES:

No part of the premises bordering the Canal or the ninety-foot strip designated as a Towing Path shall be used for the storage or manufacture of explosive fluids, mixtures or substances of any kind, or for any purpose that shall be a nuisance.

SECTION XIV. MEANING OF SURFACE OF CANAL; LOWERING THE ESTABLISHED SURFACE WATER LINE.

The surface of the Canal mentioned in this section is understood to be the established surface water line as hereinafter described. If at any time the water shall not be kept up to the established line and it shall be found by the Grantor impossible to maintain that line while granting to all franchisees of the Grantor the right to use the volumes of water as contained in their grants, then it is agreed that Grantor may establish a different surface water line at a lower elevation and the Grantee shall only be entitled to draw such quantity of water so as to enable Grantor to give each grantee their same proportion of the total that each had at the higher elevation.

SECTION XV. ESTABLISHED SURFACE WATER LINE:

The established surface water line in the Canal is to be an inclined plane having the spill of the Dam across the River for its summit and from thence falling at the rate of one hundredth of a foot per one hundred feet to the lower end of the Canal.

**SECTION XVI. CLEARANCE OF OBSTRUCTIONS AND REPAIRS OF THE CANAL ETC:**

Notwithstanding any provisions herein to the contrary, the Grantor hereby reserves the right at any time to draw as much water as necessary from the Canal when Grantor in its sole discretion deems it necessary to clear out any obstructions in the Canal, to repair or improve any part of the Canal, or at any other time or for any other purpose when Grantor deems it necessary or in its best interest or in the best interest of the Canal to draw said water out, and Grantor shall not be liable for any damages to the Grantee for drawing water out of the Canal as provided for above. Grantor shall provide Grantee no less than 10 days' notice should it intend to exercise the right reserved in this Section, except in the case of emergency.

**SECTION XVII. KEEPING CANAL SUPPLIED WITH WATER:**

Except as otherwise herein provided the Grantor shall keep the Canal supplied with water in a quantity sufficient to supply all grantees with all the water granted to the grantees by Grantor, so far as the water in the River above the Dam will fill the Canal to the established surface water line above mentioned, subject to any limitations, requirements, or limitations proposed by the Federal Energy Regulatory Commission.

**SECTION XVIII. AMOUNT OF WATER GRANTED TO GRANTEE:**

The amount of water conveyed to Grantee at any time shall not exceed a maximum volume rate of fifty-two thousand eight hundred sixty cubic feet per minute, except as may be changed pursuant to other provisions herein.

**SECTION XIX. RESTRICTION ON USE:**

Any power generated by Grantee pursuant to the terms and conditions of this agreement shall be generated for use only in connection with Grantee's business operations located at King Mill, 1701 Goodrich Street, Augusta, Georgia. Grantee shall not sell, assign or otherwise transfer any power generated pursuant to the terms and conditions of this agreement to any other entity whatsoever without the consent of Grantor; provided, however, nothing herein shall prohibit Grantee from selling excess power to the Georgia Power Company or other electric utility company.

**SECTION XX. PAYMENTS AND RATES:**

For and in consideration of the power granted under this agreement, the Grantee shall pay Grantor a flat fee per day or part day for use of the water channeled to Grantee through the Augusta Canal. Said rate shall be calculated at a rate of 8¢ per rated horsepower (3300) for each day for use of the water channeled to Grantee through the Augusta Canal. The fee to be paid to Grantor pursuant to this agreement shall be paid quarterly on the first day of January, April, July and October for the preceding quarter. Payments as required hereunder shall be made to the Utilities Department.

SECTION XXI. VENUE:

All claims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. Grantee, by executing this Agreement, specifically consents to venue in Richmond County, Georgia and waives any right to contest venue in the Superior Court of Richmond County.

SECTION XXII. TERMINATION:

This agreement may be terminated by either party hereto upon twenty-four (24) months written notice given to the other party.

[SIGNATURES ON NEXT PAGE]



WHEREFORE, the parties have set their hands and seals as of the date first above written.

AUGUSTA, GEORGIA

By: \_\_\_\_\_  
As its Mayor

Attest: \_\_\_\_\_  
Clerk

STANDARD TEXTILE AUGUSTA, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
As its: VP

Sworn to and subscribed before  
me this 28th day of September, 2006.

Walter E. Spiegel  
NOTARY PUBLIC,  
MY COMMISSION EXPIRES: N/A



WALTER ERIC SPIEGEL  
Attorney at Law  
Notary Public, State of Ohio  
My Commission Has No Expiration  
Section 147.03 R.C.



**Engineering Services Committee Meeting  
10/30/2006 1:30 PM  
East Boundary St and Drainage Change Order 4**

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**Department:** Engineering

**Caption:** Approve CPB #324-04-201824117 Change Number 4 in the amount of \$1,750,000.00 with funding of \$450,000.00 from the GDOT State Aid Contract, \$300,000.00 from CDBG Funds, and \$1,000,000.00 from Phase II SPLOST Contingency to be allocated for Project Construction. Also, approve award of Construction Contract to Mabus Brothers Construction Company, Inc. in the amount of \$3,298,091.23 for the East Boundary Street and Drainage Improvements Project, subject to receipt of signed contracts and proper bonds.

**Background:** This project proposes to address drainage related issues in the general area from Laney Walker Blvd to Broad Street. This project will also include roadway improvements to include resurfacing, adding curb, gutter, and sidewalks. The East Boundary project is funded through Phase IV of the Special 1% Sales Tax. This project is also receiving State Aid in the amount of \$450,000 from Georgia Department of Transportation, and \$300,000 from CDBG funds.

**Analysis:** Bids were received on September 29, 2006 with Mabus Construction Co., Inc. being the low bidder. Bid results are as follow: CONTRACTORS BID 1. Mabus Construction Co., Inc. \$3,298,091.00 2. Beams Construction Co. \$4,099,212.25 No DBE subcontractor(s) are being used by Mabus Construction Company on this project. DBE SUBCONTRACTORS AMOUNT TOTAL: \$0.00 DBE %:

**Financial Impact:** Funds are available to complete this project.

**Alternatives:** 1) Approve CPB #324-04-201824117 Change Number 4 in the amount of \$1,750,000.00 with funding of \$450,000.00 from the GDOT State Aid Contract, \$300,000.00 from

CDBG Funds, and \$1,000,000.00 from Phase II SPLOST Contingency to be allocated for Project Construction. Also, approve award of Construction Contract to Mabus Brothers Construction Company, Inc. in the amount of \$3,298,091.23 for the East Boundary Street and Drainage Improvements Project, subject to receipt of signed contracts and proper bonds. 2) Do not approve and risk losing GDOT, CDBG funds, and prolong constructing the project.

**Recommendation:** Approve Alternative Number One

**Funds are  
Available in the  
Following  
Accounts:** 32204-1110-6011110//292822444-6011110

**REVIEWED AND APPROVED BY:**

**Procurement  
Disadvantaged Business Enterprise / Equal Opportunity  
Finance**

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**Bid Item #06-169**  
**East Boundary Street and Drainage Improvement**  
**Augusta Engineering Department**  
**Bid Opening: Friday, September 29, 2006 @ 11:00 a.m.**

| <b>Vendor</b>                                                        | <b>Bid Bond</b> | <b>Addendum<br/>1 - 5</b> | <b>Bid Total</b>      |
|----------------------------------------------------------------------|-----------------|---------------------------|-----------------------|
| Blair Construction<br>P. O. Box 770<br>Evans, GA 30809               |                 |                           |                       |
| APAC<br>#1 APAC Ind. Drive<br>Augusta, GA 30907                      |                 |                           |                       |
| Beam's<br>2335 Atomic Road<br>Beech Island, SC 29842                 | <b>X</b>        | <b>X</b>                  | <b>\$4,099.212.25</b> |
| Mabus Bros. Construction<br>920 Molly Pond Road<br>Augusta, GA 30901 | <b>X</b>        | <b>X</b>                  | <b>3,298.091.23</b>   |
| Vastec Group<br>701 Greene Street<br>Suite 100<br>Augusta, GA 30901  |                 |                           |                       |
|                                                                      |                 |                           |                       |
|                                                                      |                 |                           |                       |

**CAPITAL PROJECT BUDGET**  
**EAST BOUNDARY STREET DRAINAGE IMPROVEMENTS**  
(Laney Walker Blvd. to Broad Street)  
**CHANGE NUMBER FOUR**

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

Section 1: The project is authorized to CPB#324-04-201824117. This project is to address drainage related issues in the general area from Laney Walker Boulevard to Broad Street. This project will also include roadway improvements to include resurfacing, adding curb, gutter, and sidewalk where feasible. The funding for this project was set up for Advertising, Engineering, Right of Way, Utilities, Construction and Contingency. Additional funding in the amount of \$1,750,000 is required to fully fund this project. Funds are available in SPLOST PH II Contingency.

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

|                                |                     |
|--------------------------------|---------------------|
| Special 1% Sales Tax, Phase IV | \$ 1,167,000        |
| Special 1% Sales Tax, Phase II | \$ 853,000          |
| GDOT STATE AID CONTRACT        | \$ 450,000          |
| CDBG FUNDS                     | \$ 300,000          |
| Special 1% Sales Tax, Phase II | <u>\$ 1,000,000</u> |
|                                | \$ 3,770,000        |

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

| By Basin      |              | By District      |
|---------------|--------------|------------------|
| Phinizy Swamp | \$ 3,770,000 | 1st \$ 3,770,000 |

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

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

Approved

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

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

**CAPITAL PROJECT BUDGET  
EAST BOUNDARY STREET DRAINAGE IMPROVEMENTS  
(Laney Walker Blvd. to Broad Street)**

| <u>SOURCE OF FUNDS</u>                                         | <u>CPB AMOUNT<br/>CPB</u> | <u>CPB<br/>CHANGE</u> | <u>NEW<br/>CPB</u>   | <u>2006 G/L<br/>AMOUNT</u> |
|----------------------------------------------------------------|---------------------------|-----------------------|----------------------|----------------------------|
| SALES TAX, PHASE IV<br>324041120-0000000-000000000             | (\$1,167,000)             |                       | (\$1,167,000)        | \$0                        |
| SALES TAX, PHASE II<br>322-04-1110-6011110-292822444           | (\$853,000)               |                       | (\$853,000)          | \$0                        |
| GDOT STATE AID CONTRACT                                        |                           | (\$450,000)           | (\$450,000)          | \$0                        |
| CDBG FUNDS                                                     |                           | (\$300,000)           | (\$300,000)          | \$0                        |
| SALES TAX, PHASE II CONTINGENCY<br>324041110-6011110-292822444 |                           | (\$1,000,000)         | (\$1,000,000)        | \$0                        |
| <b>TOTAL SOURCES:</b>                                          | <b>(\$2,020,000)</b>      | <b>(\$1,750,000)</b>  | <b>(\$3,770,000)</b> | <b>\$0</b>                 |
| <br><b><u>USE OF FUNDS</u></b>                                 |                           |                       |                      |                            |
| ADVERTISING<br>324041120-5212119-201824117                     | \$2,000                   |                       | \$2,000              | 0                          |
| ENGINEERING<br>324041120-5212115-201824117                     | \$148,000                 |                       | \$148,000            | \$0                        |
| UTILITIES<br>324041120-5414510-201824117                       | \$60,000                  |                       | \$60,000             | \$0                        |
| RIGHT OF WAY<br>324041120-5411120-201824117                    | \$50,000                  |                       | \$50,000             | \$0                        |
| CONSTRUCTION<br>324041120-5414110-201824117                    | \$1,600,000               | \$1,750,000           | \$3,350,000          | \$0                        |
| CONTINGENCY<br>324041120-6011110-201824117                     | \$160,000                 |                       | \$160,000            | \$0                        |
| <b>TOTAL USES:</b>                                             | <b>\$2,020,000</b>        | <b>\$1,750,000</b>    | <b>\$3,770,000</b>   | <b>\$0</b>                 |

**MaBus Brothers Construction Company,  
Inc.**

**EMPLOYEE CONFLICT OF INTEREST:**

It shall be unethical for any City of Augusta business or participant directly or indirectly in a procurement contract when the employee or official knows that:

- (a) the employee or official or any member of the employee's or official's immediate family has a substantial interest or financial interest pertaining to the procurement contract, except that the purchase of goods and services from businesses which a member of the Commission or other City of Augusta employee has a financial interest is authorized as per O.C.G.A. 36-1-14, or the procurement contract is awarded pursuant to O.C.G.A. 45-10-22 and 45-10-24, or the transaction is excepted from said restrictions by O.C.G.A. 45-10-25;
- (b) Any other person, business, or organization with whom the employee or official of any member of an employee's or officials immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement contract.

Any employee or official or any member of an employee's or official immediate family who holds a substantial interest or financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that substantial interest or financial interest.

I, (vendor) Kevin T. Jaldwin (Mabus Bros. Const. Co. Inc.) have read and understand the information contained in the bid specifications.

Vendor Name: Mabus Bros. Const. Co. Inc.

Address: 920 Molly Pond Rd

City & State: Augusta, GA 30901

Phone #: (706) 722-8941

Fax # (706) 722-7521

Signature: K.T. Jaldwin

Date: 9-29-06

Bid Item Number and Name: 06-169

**THIS FROM MUST BE SUBMITTED WITH BID PACKAGE. NO EXCEPTION(S) WILL BE GRANTED**



## SEALED BIDS SELECTION METHOD

A method for submitting a bid to perform work on a proposed contract. In general, each party interested submits a bid in a sealed envelope, and all such bids are opened at the same time and the most favorable responsible bid is accepted. **All bid responses will be retained as property of Augusta-Richmond County.**

**Conditions for use.** All contracts of Augusta-Richmond County shall be awarded by competitive sealed bidding except as otherwise provided elsewhere in this article (see § 1-10-45 - Sealed Proposals; 1-10-46 - Professional Services; 1-10-47 - Quotations; 1-10-49 - Sole Source Procurement; and 1-10-50 - Emergency Procurements, of this chapter).

**Invitation for bids and specifications.** An invitation for bids shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions, applicable to the procurement.

**Pre-bid conference and addendum.** A conference to be conducted by the Procurement Director and using agency head, if appropriate, hearing will be scheduled at least five (5) working days before receipt of bids. While the pre-bid conference is not a requirement, it is strongly recommended and widely used to further acquaint interested bidders with the bid requirements and items to be purchased and vendor input. Any substantive changes to specifications resulting from the pre-bid conference or other vendor/contractor sessions shall be documented in an addendum and communicated to all bidders registered for the procurement action.

**Bid opening.** Sealed Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the public notice and invitation for bids. The amount of each bid, and such other relevant information as the Procurement Director deems appropriate, together with the name of each bidder shall be recorded; the record and each bid shall be open to public inspection in accordance with § 1-10-5 (Public Access to Procurement Information).

**Bid acceptance and bid evaluation.** Provided that the bids are delivered to the Procurement Director at the time, place, and under the conditions contained in the Invitation for Bids, the bids shall be conditionally accepted without alteration or correction pending evaluation. Bids shall be evaluated based on the requirements set forth in the invitation for bids, which may include bidder responsiveness, capability and past performance, and criteria to determine acceptability such as inspection, testing, quality workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objective and clearly measurable, including but not limited to discounts, transportation costs, and total or life cycle costs. The main advantage of using life-cycle costing is that both initial costs and related costs for the life of the item are considered. When the criterion for awarding the contract is based on lowest responsive bidder, it may mean that the contract specifications are just minimally complied with. Selecting of the lowest bidder could result in a higher incidence of maintenance, and down-time could eat up any savings made if the Procurement process considers only the initial cost. Under no circumstance will any bid be accepted by fax or email. All bids must be labeled and received in the Procurement office by the due date and time. There will be no exceptions made for any late, lost by the post office or express carrier, or misdirected submittals.

Please be aware that vendors shall be removed from the vendor list for the following reasons:

- (1) Declining to offer bids for the period of time listed in specifications.
- (2) Suspension for the following shall not be for less than three (3) months or more than three (3) years:
  - (a) Failing to satisfactorily meet terms, agreements, or contracts made with the Procurement department or the using agency.
  - (b) Being convicted of criminal offenses in obtaining contracts or convicted of embezzlement, violation of state or federal anti-trust statutes, or any other crime which indicates a lack of business integrity or honesty.
  - (c) Violating contract provisions or failing to perform without good cause or any other cause which the Procurement Director deems to be so serious as to affect

the responsibility of a contractor, including disbarment or suspension from a vendor list by another government entity.

### **PREFERENCE FOR LOCAL SUPPLIERS AND CONTRACTORS**

- (a) Augusta encourages the use of local suppliers of goods, services and construction products whenever possible. Augusta also vigorously supports the advantages of an open competitive market place. Nothing in this Section shall be interpreted to mean that the City Administrator or Purchasing Director is restricted in any way from seeking formal bids or proposals from outside the Augusta market area.
- (b) When the quotation or informal bids selection method is used by the Purchasing Director or using agency head to seek firms to quote on Augusta commodity, service and construction products, local firms should be contacted, if possible, first. Then if the Purchasing Director or using agency head believes that there may not be at least three qualified informal bidders, quotes shall be sought from outside the Augusta market area.
- (c) In the event of a tie of bid (see 1-10-43 (h)), when all other factors are equal, the City Administrator is encouraged to select the bid from within the local market area. The City Administrator shall retain the flexibility to make the award of contract to a bidder outside of the local market area if evidence supports collusive bidding in favor of a local source.
- (d) The local vendor preference policy shall be applied when the lowest local bidder is within 5% or \$10,000, whichever is less, of the lowest non-local bidder. The lowest local bidder will be allowed to match the bid of the lowest non-local bidder; if matched, the lowest local bidder will be awarded the contract.

For purposes of this section, "local bidder" shall mean 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 immediately prior to the issuance of the request for competitive bids or request for proposals by Augusta; and
- 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.

### **BACKGROUND INFORMATION ON VENDORS.**

The Department Head and/or the Administrator is directed to provide the bid amount as submitted, information concerning the vendor's previous performance, the service and quality of the products offered, the availability of the goods and services when needed, adherence to delivery schedules, and other criteria pertinent to that particular item, on vendors who have submitted bids, proposals, or contracts for the Commission's consideration. The information is to be included in the backup documents for the Commission's consideration in awarding the contract.

### **INSPECTION OF PURCHASES.**

The Procurement agent in conjunction with the using agency or department head shall inspect, or supervise the inspection of, all deliveries of materials, supplies or contractual services to determine their conformance with the specifications set forth in the pertinent purchase order or contract. The Procurement agent may require chemical and physical tests of samples submitted with bids and samples of deliveries, which examinations are necessary to determine quality of the samples and conformance with specifications.

**Letting the contract.** The contract shall be awarded or let in accordance with procedures set forth herein. Award shall occur with reasonable promptness by appropriate written notice to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation for bids. In addition to price and other material factors, the Procurement Director, in consultation with the using agency, shall consider the following in the context of award recommendations:

- (1) The ability, capacity, and skill of the bidder to perform, the contract or provide the services required,

- (2) The capability of the bidder to perform the contract or provide the service promptly, or within the time specified, without delay or interference,
- (3) The character, integrity, reputation, judgment, experience, and efficiency of the bidder,
- (4) The quality of performance on previous contracts,
- (5) The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services,
- (6) The sufficiency of the financial resources of the bidder relating to his ability to perform the contract,
- (7) The quality, availability, and adaptability of the supplies or services to the particular use required,
- (8) The number and scope of conditions attached to the bid by the bidder, and
- (9) Service availability may be considered in determining the most responsible bid, and the bidders shall be required to submit information concerning their ability to service and maintain the product of the equipment.

***Award to other than low bidder.*** When the award is not given to the lowest bidder, a full and complete statement of the reasons for placing the purchase order or other contract elsewhere shall be prepared and signed by the Procurement Director and/or Administrator and made part of the record file for audit proposes.

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

**The Disadvantaged Business Enterprise Language for Bids has been included. Please note that the DBE forms are required to be completed and included as part of your bid.**

## **Disadvantaged Business Enterprise Language for Bids**

### **Policy and Evaluation**

It is an official policy of the Augusta-Richmond County Commission, other Augusta-Richmond officials, and employees, that all necessary and reasonable steps shall be taken to ensure that disadvantaged business enterprises including small business enterprises have the maximum opportunity to compete for and participate in all contracts and subcontracts. Further, the Augusta-Richmond County Commission has the option to establish incentives to promote business opportunities covered by Augusta-Richmond County Code§ 1-10-61.

To implement this policy, Augusta-Richmond County encourages minority participation through subcontracting, joint ventures, or other methods in contracting for services. In order to expedite the evaluation process, we have attached the Checklist for Good Faith Efforts, Proposed Disadvantaged Business Enterprise Participation, and Letter of Intent to Perform forms. The bidder should complete the Proposed DBE Participation Form, indicating the percentage of participation for this proposal. The completed form must accompany the proposal. Augusta-Richmond County's office of Disadvantaged Business Enterprise (DBE) is available at (706) 826-1325 as a resource in identifying local Disadvantaged Business Enterprises (M/WBEs and SBEs).

### **Section 1 - Definition**

**Minority Person** - A United States citizen or permanent resident alien (as defined by the Immigration and Naturalization Service) of the United States, who is Asian, Black, Hispanic, Native American, or female, also one who is economically and socially disadvantaged.

**Disadvantaged Business Enterprise - (M/WBE and SBE)** - A business which is owned or controlled by minority persons who have been deprived of the opportunity to develop. Or maintain a competitive position in the economy because of social and economic disadvantages. The ownership interest must be real and continuous and not created solely to meet the minority business or minority contractor provisions of this Policy. More specifically, disadvantaged business refers to any small business concern which:

- (1) Is at least fifty-one (51%) owned by one or more minority citizens of the United States who are determined to be socially and economically disadvantaged.
- (2) Is a corporation, with fifty-one percent (51%) of all classes of voting stock of such corporation must be owned by an individual determined to be socially and economically disadvantaged.
- (3) Is a partnership, with fifty-one percent (51%) of the partnership interest is owned by an individual or individuals who are socially and economically disadvantaged and whose management and daily business operations are controlled by individuals determined to be socially and economically disadvantaged. Such individuals must be involved in the daily management and operation of the business concerned.

**Women Business Enterprise (WBE)** - A business which is owned and controlled by one or more females and who have been deprived of the opportunity to develop and maintain a competitive position in the economy because of social and economic disadvantages.

**Small Business Enterprise (SBE)** - A local small business which has its principal office and place of doing business in Augusta-Richmond County which is not dominant in its field of operation and is regarded as small in size as measured by its annual gross receipts being less than \$500,000.

## Section II - DBE Utilization

### A. Obligation:

Bidders are required to make all efforts that are reasonable to ensure that M/WBEs and SBEs have full and fair opportunities to compete for performance by complying with the requirements of this clause. Included in these requirements is the achievement of the mandatory utilization of Disadvantaged Business Enterprises (DBEs) in the performance of work under this Contract, and/or substantiation that there is a good faith effort to ensure that DBEs have the maximum opportunity to participate in the performance of work under this Contract. Contractors shall not discriminate on the basis of race, ethnicity, national origin or gender in the award and performance of the work under this contract.

**Good Faith Effort Documentation** – Techniques used by a bidder/proposer to seek M/WBEs and SBEs participation as subcontractor or supplier required to fulfill the bid/proposal requirements. Such good faith efforts of a bidder/proposer include, but are not necessarily limited to, the following actions:

- a) Describing efforts to target identified divisions of work identified in the bid specifications
- b) Attending the pre-bid meetings
- c) Sending or faxing letters to all M/WBEs and SBEs at the prequalification meeting, as well as those on the list provided by staff not less than seven days prior to the Qualification Statement deadline.
- d) Providing a telephone log of follow-up phone calls made to M/WBEs and SBEs concerning the project, including dates and times of calls, names of individuals placing and receiving calls and results of the calls.
- e) Providing a written statement indicating good faith negotiations with any competitive M/WBEs and SBEs bids and specifically identifying the M/WBEs and SBEs.
- f) Including a complete list of all M/WBEs and SBEs bids received, noting names, addresses and bid amounts.
- g) Providing all reasons for rejected bids.
- h) Stating whether any bonding requirement was waived and, if not, why.
- i) Utilizing the service of the Disadvantaged Business Enterprise office in identifying qualified M/WBEs and SBEs.

In completing the Proposed DBE Participation form, please remember that proposed goals are not limited to first, second and third tier subcontracting. Successful contractors have creatively applied viable methods such as mentor/protégé relationships and supply purchases to meet M/WBEs and SBEs participation goals. The contractor is responsible for ensuring that M/WBEs and SBEs perform commercially useful work at the level of the contract commitment.

### Reporting Requirement

In cases where the successful bidder uses a minority subcontractor or vendor, the bidder shall indicate the percentage of the invoiced amount that such minority subcontractor or vendor performed. The bidder shall submit this form directly to the Disadvantaged Business Enterprise Office.

Bidders may contact the Disadvantaged Business Enterprise Office at (706) 826-1325 for questions or clarifications on the reporting policy.

### B. Compliance

All bidders or subcontractors participating in this contract are hereby notified that failure to fully comply with the Augusta-Richmond County's DBE policy, as set forth herein, shall constitute a breach of contract which may result in termination of the contract or such other remedy as deemed appropriate by the Owner.

Bidders will please note that the number of copies requested; all supporting documents including financial statements and references and such other attachments that may be required by the bid invitation are material conditions of the bid. Any package found incomplete or submitted late shall be rejected by the Procurement Office. Any bidder allegedly contending that he/she has been improperly disqualified from

bidding due to an incomplete bid submission shall have the right to appeal to the appropriate committee of the Augusta Commission.

All forms as requested by the DBE Office must be completed and returned as part of your submittal.

A). Bid opening. Sealed Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the public notice and invitation for bids. The amount of each bid, and such other relevant information as the Purchasing Director deems appropriate, together with the name of each bidder shall be recorded. The record and each bid shall be open to public inspection in accordance with (Public Access to Procurement Information).

B). Bid acceptance and bid evaluation. Provided that the bids are delivered to the Purchasing Director at the time, place, and under the conditions contained in the Invitation for Bids, the bids shall be conditionally accepted without alteration or correction pending evaluation.

Bids shall be evaluated based on the requirements set forth in the invitation for bids, which may include bidder responsiveness, capability and past performance, and criteria to determine acceptability such as inspection, testing, quality workmanship, delivery, and suitability for particular purpose.

#### **Contract Award**

Augusta-Richmond County proposes to award the contract to the most responsive, responsible bidder submitting a reasonable bid provided the bidder has met the goals of DBE participation. Bidders are advised that the Augusta-Richmond County has sole discretion and authority to determine if any bidder has made a "Good Faith Effort." Augusta-Richmond County reserves the right to reject any or all bids submitted. Augusta-Richmond County will have absolute discretion to reject any bid or to exclude a prospective bidder from submitting a bid that has been non-responsive to the DBE program requirements without satisfactory justification being accepted by the Director of the Disadvantaged Business Enterprise Program.

Revised: 6/10/05

Approved: 8/2/05

**ATTACHMENT A****(Proposed DBE Participation Form)**

Augusta-Richmond County is aware that some projects will not have sub-contracting opportunities and will be 100% self-performing. If this applies to your Company, you must indicate on the bottom of Attachment A & B that you are "100% self-performing", sign your name, and return the forms with your bid package.

If there is sub-contractor/supplier participation, complete "Attachment A" indicating each DBE sub-contractor/supplier you will use for this contract. Each sub-contractor/supplier must be registered with Augusta-Richmond County. **The form must be signed and returned with your bid package.** If you have any questions, please contact the Disadvantaged Business Enterprise Department at 706-821-2406



**ATTACHMENT A****PROPOSED DBE PARTICIPATION**PRIME CONTRACTOR Mabus Bros. Const. Co. Inc.PROJECT East Boundary St. Drainage Proj.

| DBE FIRM | PRINCIPAL<br>OFFICIAL | ADDRESS/PHONE<br>NO. | TYPE OF WORK | Dollar Value<br>of Work |
|----------|-----------------------|----------------------|--------------|-------------------------|
|          |                       |                      |              |                         |
|          |                       |                      |              |                         |
|          |                       |                      |              |                         |
|          |                       |                      |              |                         |
|          |                       |                      |              |                         |
|          |                       |                      |              |                         |
|          |                       |                      |              |                         |

Total Price: \$ \_\_\_\_\_

Total DBE value \$ \_\_\_\_\_

Total DBE percent: \_\_\_\_\_ %

☐ Contractor will perform <sup>100</sup>% of this contractSigned By: K. T. RollTitle: EstimatorDate: 9.29.06

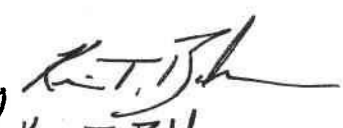
Revised 1/24/06

**ATTACHMENT B****(Letter of Intent to Perform)**

Augusta-Richmond County is aware that some projects will not have sub-contracting opportunities and will be 100% self-performing. If this applies to your Company, you must indicate on the bottom of Attachment B that you are "100% self-performing", sign your name, and return the forms with your bid package.

If there is sub-contractor/supplier participation, you must complete an individual "Attachment B" for each DBE sub-contractor/supplier you will use for this contract. Each sub-contractor/supplier must be registered with Augusta-Richmond County. The forms must be signed by the sub-contractor(s) and returned with your bid package. If you have any questions, please contact the Disadvantaged Business Enterprise Department at 706-821-2406.

Revised 1/24/06

100% Self Performing   
Kevin T. Baldwin

**ATTACHMENT B**

PROJECT \_\_\_\_\_

***LETTER OF INTENT TO PERFORM AS A SUBCONSULTANT/SUBCONTRACTOR/SUPPLIER***TO: \_\_\_\_\_  
(NAME OF PROPOSER)

- A. The undersigned intends to perform work in connection with the above project in the following capacity (check one):

\_\_\_\_\_ An individual  
\_\_\_\_\_ A partnership

\_\_\_\_\_ A corporation  
\_\_\_\_\_ A joint venture

- B. The DBE status of the undersigned is confirmed as follows:

\_\_\_\_\_ By attachment of a current Certificate of Certification issued by the Department of Transportation

\_\_\_\_\_ By attachment of a current Certification issued by the Disadvantaged Business Enterprise Office

- C. The undersigned is prepared to perform the following work in connection with the above project

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- D. The undersigned states that they will be performing \_\_\_\_\_ % of the total project.

- E. The undersigned will sublet and/or award \_\_\_\_\_ % of this subcontract to non-DBE contractors and /or non-DBE suppliers.

The undersigned will enter into a formal agreement for the above described work with the *Proposer* cited above conditioned upon the execution of a contract for the project cited herein between the *Proposer* and Augusta-Richmond County.

Signature of Authorized Representative

☒ Contractor will perform 100% of this contractBy: \_\_\_\_\_  
(DBE Contractor Firm Name)

Signed By: \_\_\_\_\_

**ATTACHMENT C****(Contractor's Statement of DBE Utilization Form)**

The completion of this form is the responsibility of the awardee of the contract. Complete the form indicating the DBE's utilization for the requested pay period. This information identifies the actual DBE sub-contractors/suppliers, types of work performed, actual dollar value of work/services and suppliers. To avoid delay of payments this form must accompany all pay requests.



**Good Faith Effort Checklist**

The purpose for the Good Faith Effort Checklist is to indicate all necessary and reasonable steps taken to ensure DBEs and local small business enterprises have the maximum opportunity to compete for and participate in all contracts/ sub-contracts.

Revised 1/24/06

**AUGUSTA-RICHMOND COUNTY**  
**CHECKLIST FOR GOOD FAITH EFFORTS**

A bidder's good faith efforts must be those that could reasonably be expected from a bidder who was actively and aggressively seeking to meet the Disadvantaged Business Enterprise (DBE) goal. Good faith efforts may include, but are not limited to:

- |     | Yes                                 | No                                  |                                                                                                                                                                                                                                                                                                                                                                                                |
|-----|-------------------------------------|-------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Soliciting, through all reasonable and available means, the interest for all certified DBEs who have the capability to perform the work of the contract. Such solicitations must be in sufficient time to allow DBEs to participate effectively.                                                                                                                                               |
| 2.  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Confirming attendance at any pre-solicitation or pre-bid meetings.                                                                                                                                                                                                                                                                                                                             |
| 3.  | <input type="checkbox"/>            | <input type="checkbox"/>            | Providing proof of any advertisements in general circulation, trade association, and minority or woman focused media.                                                                                                                                                                                                                                                                          |
| 4.  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Documenting the follow-up to the initial solicitation with DBEs.                                                                                                                                                                                                                                                                                                                               |
| 5.  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Documenting how portions of the work were selected to solicit DBE participation and how the selection was made in order to increase the likelihood of meeting the DBE goals. This would include, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation.                                                                                  |
| 6.  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Providing information on any negotiations with DBEs including bid item adjustments, terms and conditions of the contract, bonding and insurance requirements and etc.                                                                                                                                                                                                                          |
| 7.  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Documenting efforts to assist DBEs in obtaining bonding, lines of credit, or insurance.                                                                                                                                                                                                                                                                                                        |
| 8.  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Providing copies of the information supplied to DBEs to solicit their bids. Such information should include adequate information about the plans, specifications, and requirements of the contract to enable the DBE to supply a complete and competitive bid.                                                                                                                                 |
| 9.  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Providing information regarding the services/assistance secured from minority and women community organizations, contractors' groups, local minority and women business assistance offices and other organizations that provides assistance in the recruitment and placement DBEs.                                                                                                             |
| 10. | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers. The bidder must provide documentation that consideration was given when selecting portions of the work or material needs on the contract to the availability of DBE firms in those areas when soliciting for DBE participation. |
| 11. | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Documenting the basis for rejecting DBE bids. In cases where the bidder determines the DBE to be unqualified, supporting evidence used to make the determination must be provided.                                                                                                                                                                                                             |

Revised 1/24/06

**Beam's Contracting Inc.**



**EMPLOYEE CONFLICT OF INTEREST:**

It shall be unethical for any City of Augusta business or participant directly or indirectly in a procurement contract when the employee or official knows that:

- (a) the employee or official or any member of the employee's or official's immediate family has a substantial interest or financial interest pertaining to the procurement contract, except that the purchase of goods and services from businesses which a member of the Commission or other City of Augusta employee has a financial interest is authorized as per O.C.G.A. 36-1-14, or the procurement contract is awarded pursuant to O.C.G.A. 45-10-22 and 45-10-24, or the transaction is excepted from said restrictions by O.C.G.A. 45-10-25;
- (b) Any other person, business, or organization with whom the employee or official of any member of an employee's or officials immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement contract.

Any employee or official or any member of an employee's or official immediate family who holds a substantial interest or financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that substantial interest or financial interest.

I, (vendor) BEAM'S CONTRACTING, INC. have read and understand the information contained in the bid specifications.

Vendor Name: BEAM'S CONTRACTING, INC.

Address: 2335 Atomic Road

City & State: Beech Island, SC

Phone #: (803) 822-0136 Fax # (803) 822-1868

Signature: [Signature] Date: 9/29/06

Bid Item Number and Name: BID ITEM #06-169  
EAST BOUNDARY STREET & DRAINAGE IMPROVEMENTS  
PROJECT NUMBER: 324-04-201324117

THIS FROM MUST BE SUBMITTED WITH BID PACKAGE. NO EXCEPTION(S) WILL BE GRANTED



## Certification Statement Local Vendor Preference

I certify that my company meets all of the following qualifications to be eligible for the local vendor preference:

- (1) That my company has a fixed office or distribution point located in and having a street address within Augusta for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by Augusta; and
- (2) That my company holds any business license required by the Augusta Richmond County Code for at least 6 months
- (3) That my company 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.
- (4) Attached is a copy of my Augusta Business License.

Company Name: BEAM'S CONTRACTING, INC.

Address: 2335 Atomic Road

Business License Number \_\_\_\_\_

Phone Number: 803-827-0136 Fax Number: 803-827-1868

Owner's Name: GREG BEAN, ROBERT S. BRUCE

Signature: Robert S. Bremer

Sworn to before me this 29th day of September, 2006

Notary Public for the State of SC My Commission Expires                      My Commission Expires                     

Notary Public Signature Patricia L. Andrews October 19, 2009

Printed Name: Patricia L. Arthurs

**VENDOR DO NOT COMPLETE**

To be completed by Authorized City Representative from Business License & Inspection Department:

Vendor Certified: \_\_\_\_\_  
Authorized Signature \_\_\_\_\_ Date: \_\_\_\_\_

***This form MUST be submitted with bid package. NO Exception(s) will be granted***

ATTACHMENT A

## PROPOSED DBE PARTICIPATION

PRIME CONTRACTOR BEAM'S CONTRACTING, INC. PROJECT EAST BOUNDARY STREET & DRAINAGE IMPROVEMENTS

| DBE FIRM             | PRINCIPAL OFFICIAL | ADDRESS/PHONE NO. | TYPE OF WORK | Dollar Value of Work |
|----------------------|--------------------|-------------------|--------------|----------------------|
| MCKIE & SON TRUCKING | RANDALL MCKIE      |                   | TRUCKING     | \$ 30,000.00         |
|                      |                    |                   |              |                      |
|                      |                    |                   |              |                      |
|                      |                    |                   |              |                      |
|                      |                    |                   |              |                      |
|                      |                    |                   |              |                      |
|                      |                    |                   |              |                      |

Total Price: \$ 4,099,212.25  
 Total DBE value \$ 30,000.00  
 Total DBE percent: 2.00 %

☐ Contractor will perform % of this contract

Signed By: Robert A. Burch

Title: Secy/Treas.

Date: 9/29/06

Revised 1/24/06

**ATTACHMENT B****(Letter of Intent to Perform)**

Augusta-Richmond County is aware that some projects will not have sub-contracting opportunities and will be 100% self-performing. If this applies to your Company, you must indicate on the bottom of Attachment B that you are "100% self-performing", sign your name, and return the forms with your bid package.

If there is sub-contractor/supplier participation, you must complete an individual "Attachment B" for each DBE sub-contractor/supplier you will use for this contract. Each sub-contractor/supplier must be registered with Augusta-Richmond County. The forms must be signed by the sub-contractor(s) and returned with your bid package. If you have any questions, please contact the Disadvantaged Business Enterprise Department at 706-821-2406.

**ATTACHMENT B****PROJECT EAST BOUNDARY STREET S  
DRAINAGE IMPROVEMENTS****LETTER OF INTENT TO PERFORM AS A SUBCONSULTANT/SUBCONTRACTOR/SUPPLIER**TO: BEAM'S CONTRACTING, INC.  
(NAME OF PROPOSER)

- A. The undersigned intends to perform work in connection with the above project in the following capacity (check one):

☐ An individual  
☐ A partnership☒ A corporation  
☐ A joint venture

- B. The DBE status of the undersigned is confirmed as follows:

☐ By attachment of a current Certificate of Certification issued by the Department of Transportation☐ By attachment of a current Certification issued by the Disadvantaged Business Enterprise Office

- C. The undersigned is prepared to perform the following work in connection with the above project

Trucking-Hauling Stone, Asphalt, Removal Items & Dirt

- D. The undersigned states that they will be performing \_\_\_\_\_ % of the total project.

- E. The undersigned will sublet and/or award \_\_\_\_\_ % of this subcontract to non-DBE contractors and /or non-DBE suppliers.

The undersigned will enter into a formal agreement for the above described work with the Proposer cited above conditioned upon the execution of a contract for the project cited herein between the Proposer and Augusta-Richmond County.

Randy M. Mc  
Signature of Authorized RepresentativeBy: M. Mc + son Trucking LLC  
(DBE Contractor Firm Name)☐ Contractor will perform 100% of this contractSigned By: Robert Bruce

**Good Faith Effort Checklist**

The purpose for the Good Faith Effort Checklist is to indicate all necessary and reasonable steps taken to ensure DBEs and local small business enterprises have the maximum opportunity to compete for and participate in all contracts/ sub-contracts.

Revised 1/24/06

### **AUGUSTA-RICHMOND COUNTY** **CHECKLIST FOR GOOD FAITH EFFORTS**

A bidder's good faith efforts must be those that could reasonably be expected from a bidder who was actively and aggressively seeking to meet the Disadvantaged Business Enterprise (DBE) goal. Good faith efforts may include, but are not limited to:

- | Yes | No |                                                                                                                                                                                                                                                                                                                                                                                                    |
|-----|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| —   | ✓  | 1. Soliciting, through all reasonable and available means, the interest for all certified DBEs who have the capability to perform the work of the contract. Such solicitations must be in sufficient time to allow DBEs to participate effectively.                                                                                                                                                |
| —   | ✓  | 2. Confirming attendance at any pre-solicitation or pre-bid meetings.                                                                                                                                                                                                                                                                                                                              |
| —   | ✓  | 3. Providing proof of any advertisements in general circulation, trade association, and minority or woman focused media.                                                                                                                                                                                                                                                                           |
| —   | ✓  | 4. Documenting the follow-up to the initial solicitation with DBEs.                                                                                                                                                                                                                                                                                                                                |
| —   | ✓  | 5. Documenting how portions of the work were selected to solicit DBE participation and how the selection was made in order to increase the likelihood of meeting the DBE goals. This would include, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation.                                                                                   |
| —   | ✓  | 6. Providing information on any negotiations with DBEs including bid item adjustments, terms and conditions of the contract, bonding and insurance requirements and etc.                                                                                                                                                                                                                           |
| —   | ✓  | 7. Documenting efforts to assist DBEs in obtaining bonding, lines of credit, or insurance.                                                                                                                                                                                                                                                                                                         |
| —   | ✓  | 8. Providing copies of the information supplied to DBEs to solicit their bids. Such information should include adequate information about the plans, specifications, and requirements of the contract to enable the DBE to supply a complete and competitive bid.                                                                                                                                  |
| —   | ✓  | 9. Providing information regarding the services/assistance secured from minority and women community organizations, contractors' groups, local minority and women business assistance offices and other organizations that provides assistance in the recruitment and placement DBEs.                                                                                                              |
| ✓   | —  | 10. Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers. The bidder must provide documentation that consideration was given when selecting portions of the work or material needs on the contract to the availability of DBE firms in those areas when soliciting for DBE participation. |
| —   | ✓  | 11. Documenting the basis for rejecting DBE bids. In cases where the bidder determines the DBE to be unqualified, supporting evidence used to make the determination must be provided.                                                                                                                                                                                                             |

Revised 1/24/06

## Invitation To Bid

Bids will be received at this office until 11:00 a.m., Friday, September 22, 2006

Bid Item #06-169                      East Boundary Street and Drainage Improvement for Augusta Engineering Department

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

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

Bid documents may be examined at the office of the Augusta, GA Procurement Department, 530 Greene Street – Room 605, Augusta, GA 30911. Plans and specifications for the project can be made available upon request to Augusta Blue Print. The fees for the plans and specifications which are non-refundable is \$125.00

Documents may also be examined during regular business hours at the Augusta Builders Exchange, 1262 Merry Street, Augusta, GA 30904; F. W. Dodge Plan Room, 1281 Broad Street, Augusta, GA 30904. It is the wish of the Owner that all businesses are given the opportunity to submit on this project. To facilitate this policy, the Owner is providing the opportunity to view plans online ([www.augustablue.com](http://www.augustablue.com)) at no charge through Augusta Blue Print (706-722-6488) beginning Thursday, August 31, 2006. Bidders are cautioned that submitting a package without review or Procurement of a complete set are likely to overlook issues of construction phasing, delivery of goods or services, or coordination with other work that is material to the successful completion of the project. Bidders are cautioned that sequestration of documents through any other source is not advisable. Acquisition of documents from unauthorized sources places the bidder at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

**A Mandatory pre bid conference will be held on Wednesday, September 13, 2006 from 10:00 a.m. in the conference room of the Procurement Department. All questions must be submitted in writing to the office of the Procurement Department by fax at 706-821-2811 or by mail. The last day to submit questions is Friday, September 15, 2006 by 4:00 p.m. No bid will be accepted by fax, all must be received by mail or hand delivered.**

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

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

No bid may be withdrawn for a period of **60** days after time has been called on the date of opening. **A 10% Bid bond is required to be submitted in a separate envelope so marked along with the bidder's qualifications; a 100% performance bond and a 100% payment bond will be required for award.**

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

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

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

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle  
Augusta Focus

August 31, September 7, 12, 2006  
September 7, 2006

|     |                  |                              |
|-----|------------------|------------------------------|
| cc: | Tameka Allen     | Interim Deputy Administrator |
|     | Abie Ladson      | Engineering Department       |
|     | Robert Oliver    | Engineering Department       |
|     | Anthony Williams | Engineering Department       |
|     | Yvonne Gentry    | DBE Coordinator              |



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- [Suppliers](#)
- [Account Info](#)

## Planholders List

**Member Name** City of Augusta, GA**Bid Number** ITB-06-169-0-2006/PJM**Bid Name** East Boundary Street and Drainage Improvements

5 Planholder(s) found.

| <a href="#">Supplier Name</a>  | <a href="#">City</a> | <a href="#">State</a> | <a href="#">Phone</a> | <a href="#">Fax</a> |
|-----------------------------------------------------------------------------------------------------------------|----------------------|-----------------------|-----------------------|---------------------|
| Ferguson Enterprises-Waterworks Division                                                                        | Augusta              | GA                    | 7068602233            | 7068557204          |
| McGraw-Hill Construction Dodge                                                                                  | Fort Myers           | FL                    | 2399392525            | 2399392331          |
| O'Brien & Gere                                                                                                  | Athens               | GA                    | 7065484881            | 7065484697          |
| southern concrete finishing                                                                                     | Augusta              | GA                    | 7063940718            | 0000000000          |
| Vastec Group Inc                                                                                                | Augusta              | GA                    | 7068286502            | 7068286505          |

Page 1 of 1

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**Bid Item #06-169**  
**East Boundary Street and Drainage Improvement**  
**Augusta Engineering Department**  
**Bid Opening: Friday, September 29, 2006 @ 11:00 a.m.**

| <b>Vendor</b>                                                        | <b>Bid Bond</b> | <b>Addendum<br/>1 - 5</b> | <b>Bid Total</b>      |
|----------------------------------------------------------------------|-----------------|---------------------------|-----------------------|
| Blair Construction<br>P. O. Box 770<br>Evans, GA 30809               |                 |                           |                       |
| APAC<br>#1 APAC Ind. Drive<br>Augusta, GA 30907                      |                 |                           |                       |
| Beam's<br>2335 Atomic Road<br>Beech Island, SC 29842                 | <b>X</b>        | <b>X</b>                  | <b>\$4,099.212.25</b> |
| Mabus Bros. Construction<br>920 Molly Pond Road<br>Augusta, GA 30901 | <b>X</b>        | <b>X</b>                  | <b>3,298.091.23</b>   |
| Vastec Group<br>701 Greene Street<br>Suite 100<br>Augusta, GA 30901  |                 |                           |                       |
|                                                                      |                 |                           |                       |
|                                                                      |                 |                           |                       |



**Engineering Services Committee Meeting  
10/30/2006 1:30 PM  
Georgia Power Encroachment Agreement 30877**

---

**Department:** Augusta Utilities Department, Max Hicks Director

**Caption:** Motion to approve and accept Georgia Power Company Governmental Encroachment Agreement for Easement No. 30877

**Background:** During the construction of AUD Project No. 1022, Highway 56 20-Inch Water Main, an easement belonging to the Georgia Power Company will need to be crossed.

**Analysis:** This is the standard agreement between the Georgia Power Company and Augusta for an encroachment.

**Financial Impact:** None

**Alternatives:**

**Recommendation:** Approve and accept Georgia Power Company Governmental Encroachment Agreement for Easement No. 30877

**Funds are Available in the Following Accounts:** N/A

**REVIEWED AND APPROVED BY:**

**Finance.  
Procurement.  
Disadvantaged Business Enterprise.  
Administrator.**

**Clerk of Commission**

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## GOVERNMENTAL ENCROACHMENT AGREEMENT FOR EASEMENT

L. F. # 6-1130

APPLICATION # 30877

SUBJECT: GOSHEN-SOUTH AUGUSTA (BLACK) 230KV TRANSMISSION LINESRIGHT-OF-WAY

The Georgia Power Company, hereinafter called the "Power Company," hereby consents for AUGUSTA GEORGIA, A POLITICAL SUBDIVISION OF THE STATE OF GEORGIA, hereinafter called the "Undersigned," to use an area within the Power Company's subject electric transmission line right(s)-of-way described as follows:

Said right(s)-of-way being VARIES in width and extending in part through, 89TH District/GMD, of RICHMOND County, Georgia, on which the Power Company has constructed and now maintains and operates said electric transmission lines by virtue of certain easements heretofore acquired by the Power Company. The said right(s)-of-way is shown on plat attached hereto and made a part hereof as Exhibit A.

The use of the area by the Undersigned within said right(s)-of-way, pursuant to this consent, shall be limited to the construction, operation and maintenance of 24" Water Main at the location and to the extent as shown on said attached plat. It is specifically understood that no buildings or other obstructions of any type will be permitted within or on subject transmission line right(s)-of-way.

The plans and specifications as submitted by the Undersigned meet the Power Company's approval provided the Undersigned conforms to the following terms and conditions:

1. The Undersigned agrees to obtain all necessary rights from the owners of the lands crossed by the Power Company's right(s)-of-way.
2. The Undersigned agrees to use said area within the Power Company's right(s)-of-way in such a manner as will not interfere with the Power Company's activities and facilities as now, or hereafter, exist thereon (hereinafter Power Company's "activities" and "facilities".)
3. The Undersigned agrees that the use of Power Company's right(s)-of-way as herein provided shall in no way affect the validity of the Power Company's easement(s) and shall in no way modify or restrict the use or rights of the Power Company, its successors or assigns, in and to the area to be used. The Undersigned acknowledges the Power Company's right and title to said easement(s) and the priority of the Power Company's right of use and hereby agrees not to resist or assail said priority.
4. The use of said area within said right(s)-of-way by the Undersigned shall be at the sole risk and expense of the Undersigned, and the Power Company is specifically relieved of any responsibility for damage to the facilities and property of the Undersigned resulting or occurring from the use of said right(s)-of-way by the Power Company as provided herein. The Undersigned covenants not to sue Power Company in that instance.
5. The Undersigned hereby agrees and covenants not to use and will prohibit agents, employees and contractors of Undersigned from using any tools, equipment or machinery within ten (10) feet of the Power Company's overhead conductors. The Undersigned agrees to comply with Official Code of Georgia, Section 46-3-30 et seq., (HIGH-VOLTAGE SAFETY ACT) and any and all Rules and Regulations of the State of Georgia promulgated in connection therewith, all as now enacted or as hereinafter amended; and further agrees to notify any contractor(s) that may be employed by the Undersigned to perform any of the work referred to in this Agreement of the existence of said code sections and regulations by requiring said work to be performed in compliance with said code sections and regulations by including same as a requirement in its request for bids and including said requirements in any contract let as a result of said bid. The Undersigned further agrees and covenants to warn all persons whom the Undersigned knows or should reasonably anticipate for any reason may resort to the vicinity of such conductors of the fact that such conductors are (a) electrical conductors, (b) energized, (c) uninsulated and (d) dangerous.
6. Notwithstanding anything to the contrary contained herein, the Undersigned agrees to reimburse the Power Company for all cost and expense for any damage to the Power Company's facilities resulting from the use by the Undersigned of said area within said right(s)-of-way. Also, the Undersigned agrees that if in the opinion of the Power Company, it becomes necessary, as a result of the exercise of the permission herein granted, to relocate, rearrange, change or raise any of the Power Company's facilities, to promptly reimburse the Power Company for all cost and expense involved in such relocation, rearrangement or raising of said facilities.
7. The Undersigned agrees to notify or have the Undersigned's contractor notify the Power Company's Representative in Augusta, Georgia, Phone: 706-667-5654, at least three (3) business days prior to actual construction on the Power Company's right(s)-of-way.
8. The Undersigned agrees, to the extent it may lawfully do so, to indemnify and save harmless and defend the Power Company from the payment of any sum or sums of money to any persons whomsoever (including third persons, subcontractors, the Undersigned, the Power Company and agents and employees of them) on account of claims or suits growing out of injuries to persons (including death) or damage to property

(including property of the Power Company) in any way attributable to or arising out of the use of the right(s)-of-way, by the Undersigned as herein provided, including (but without limiting the generality of the foregoing) all liens, garnishments, attachments, claims, suits, judgments, costs, attorney's fees, cost of investigation and of defense, and excepting only those situations where the personal injury or property damage claimed have been caused by reason of the sole negligence on the part of the Power Company, its agents or employees.

9. The Undersigned hereby agrees to incorporate in any and all of its contracts and/or agreements, for any work or construction done on or to said described right(s)-of-way, with any and all third persons, contractors, or subcontractors, a provision requiring said third parties, contractors or subcontractors to indemnify and defend Power Company, its agents and employees as provided for above from payment of any sum or sums of money by reason of claims or suits resulting from injuries (including death) to any person or damage to any property which is in any manner attributable to or resulting from the construction, use or maintenance of the Undersigned's facilities, projects or programs conducted on Power Company's right(s)-of-way herein described, and excepting only those situations where the personal injury or property damage claimed have been caused by reason of the sole negligence on the part of the Power Company, its agents or employees.

10. The Undersigned further agrees to carry, if performing work or construction, and to require that any such third party, contractor or subcontractor doing or providing any such work or construction on said right(s)-of-way carry liability insurance which shall specifically cover such contractually assumed liability. A certificate of such insurance issued by the appropriate insurance company shall be furnished to the Power Company upon request, said amount of insurance to be not less than \$2,000,000 per occurrence for bodily injury and property damage which arise out of or result from the Undersigned's operations under this agreement. The Power Company shall be named as an additional insured on this liability insurance coverage.

11. The Power Company has the right to remove all trees and brush from the limits of the right(s)-of-way. However, Power Company will permit some planting of shrubbery and *low growing trees* provided these plants do not interfere with the access to and operation of Power Company's facilities and are planted at a distance greater than twenty-five (25) feet from any structure or attachment thereto. A *planted low growing tree* is defined as a tree which grows no more than 15 feet in height at maturity.

12. The Undersigned agrees that all construction activity shall be conducted at a distance greater than twenty-five feet (25') from any structure or attachment thereto.

13. This Agreement shall inure to the benefit of and be binding upon the parties, their heirs, successors and/or assigns.

The Undersigned hereby accepts the foregoing consent, and has by Resolution of the Commissioners, or by other legal and proper authorization, duly adopted (a copy of which will be furnished to Power Company on request), authorized the execution and acceptance of this Agreement subject to the terms and conditions set forth above and in the event the Undersigned fails to perform as herein provided and shall not have executed and returned this Agreement on or before the 31<sup>st</sup> of OCTOBER 2006, this Agreement shall become void and no use of the Power Company's right(s)-of-way as herein provided for shall be made.

IN WITNESS WHEREOF, this Agreement has been duly executed, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**UNDERSIGNED**

WITNESS: \_\_\_\_\_

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

NOTARY PUBLIC: \_\_\_\_\_

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

The Power Company has by its duly authorized agent executed this Agreement, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**GEORGIA POWER COMPANY**

WITNESS: \_\_\_\_\_

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

NOTARY PUBLIC: \_\_\_\_\_

NAME: P. Chris Caldwell  
TITLE: Area Transmission Maintenance Supervisor

APK





**Engineering Services Committee Meeting  
10/30/2006 1:30 PM  
Richmond County Hospital Authority Easement**

---

|                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Department:</b>                                    | County Attorney - Stephen E. Shepard, Attorney                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Caption:</b>                                       | Motion to approve an Option for Right-of-Way between The Richmond County Hospital Authority, as owner, and Augusta, Georgia, as optionee, in connection with the St. Sebastian Way Project, for 0.016 acre (5042.65 sq. ft) in fee and 0.110 acre (4370.56 sq. ft.) of permanent construction & maintenance easement and one temporary driveway easement for the following property located at 1350 Walton Way for a purchase price of \$105,200.00. |
| <b>Background:</b>                                    | The property owner has agreed to convey a certain right-of-way and easement to Augusta, Georgia, for the St. Sebastian project.                                                                                                                                                                                                                                                                                                                      |
| <b>Analysis:</b>                                      | The purchase of the referenced property is necessary for the improvements.                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Financial Impact:</b>                              | The costs necessary for this purchase will be covered under the project budget. The County will advance the necessary funds for the purchase and the Georgia Department of Transportation will reimburse the funds advanced by Augusta, Georgia after acquisition of the property.                                                                                                                                                                   |
| <b>Alternatives:</b>                                  | Deny the motion to approve the purchase of the referenced property.                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Recommendation:</b>                                | Approve the motion to purchase the referenced property.                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Funds are Available in the Following Accounts:</b> | Will be reimbursed by Georgia DOT                                                                                                                                                                                                                                                                                                                                                                                                                    |



**REVIEWED AND APPROVED BY:**

**Administrator.  
Clerk of Commission**

---



**Engineering Services Committee Meeting  
10/30/2006 1:30 PM  
Road name change Resolution**

---

**Department:** Planning Commission

**Caption:** Motion to approve a resolution requested by the Augusta Fire Department to change the name of the road known as Cambridge Road to Cambridge Court.

**Background:**

**Analysis:**

**Financial Impact:**

**Alternatives:**

**Recommendation:**

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

**REVIEWED AND APPROVED BY:**

**Clerk of Commission**

---

## **RESOLUTION**

WHEREAS: Michael C Beckham of the Augusta Fire Department initiated a request for a Road Name Change of a cul-de-sac known as Cambridge Road to Cambridge Court.

WHEREAS: The existing road name of Cambridge Road does appear to have significance in the area, being the access road for the cul-de-sac, but having the cul-de-sac named Cambridge Road as well, could cause confusion with E-911 and emergency responders.

WHEREAS: It is proposed that the entire portion of the cul-de-sac known as Cambridge Road will be named Cambridge Court.

WHEREAS: The road name change is acceptable to the minimum requirement of 66% of the property owners (75% have approved the name change) along the subject road. Jack Key with E-911 collected the necessary signatures from the residents.

NOW THEREFORE, BE IT RESOLVED BY THE AUGUSTA COMMISSION:

THEREFORE: Let it be known that Augusta, Georgia does hereby adopt the road name change of a cul-de-sac known as Cambridge Road to Cambridge Court. Traffic Engineering should be notified of the road name change and road signs should be erected accordingly.

\_\_\_\_\_  
Lena Bonner, Clerk of Commission

\_\_\_\_\_  
Bob Young, Mayor

## **CERTIFICATE**

The undersigned qualified and acting Clerk of the Augusta Commission certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Augusta Commission held on \_\_\_\_\_.

\_\_\_\_\_  
Lena Bonner, Clerk of Commission

\_\_\_\_\_  
Date



**Engineering Services Committee Meeting  
10/30/2006 1:30 PM  
Update - Emergency Infrastructure**

---

**Department:** Solid Waste

**Caption:** Update on the Solid Waste Department's emergency infrastructure repairs, the statistically significant increase in acetone and vinyl chloride levels, and the facility's listing on the state's Hazardous Site Inventory as well as corrective actions taken.

**Background:** The Solid Waste Department is required to complete monitoring of groundwater, surface water, storm water, and leachate, among other things, on a schedule set by the state Environmental Protection Division. During our routine inspections and testing a sheen was observed in the water on one of the retention ponds. At that time, samples were taken and analyzed. From that report, landfill staff identified items that looked suspicious. We reviewed well data, performed additional environmental tests, and looked for the source of the sheen. Staff identified several key issues. First, a leachate lift station had stopped working. This was most likely the result of a broken interceptor line which allowed silt to enter the lift station. This silt was pumped into the discharge pipe which became clogged. This blockage forced the pump beyond its capacity and the pump failed. This allowed leachate to back up into an unlined landfill, and potentially escape. As repairs began, we identified, that in fact a leachate line was broke. This break, along with the clogged discharge pipe have been repaired. To further our investigation, we tried to use a water jet to clean the interceptor line, so we could video the inside of this pipe to ensure its integrity. Due to how the clean out pipes were constructed a jetter could not be used. We had to install a 48" manhole to reach the pipe to allow for jetting. In order to ensure that the infrastructure repairs have been effective, the landfill still needs to jet a section of the pipe and re-video the pipes to ensure that it is operating correctly and within state and federal requirements. We will also need to re-grade the surrounding area so that

storm water is not impacting this collection system or contributing silt to the system. Once the investigation is complete, the landfill will resolve any additional issues and ensure the system is functioning properly and efficiently. Our groundwater monitoring reports during this infrastructure repair indicate the levels of vinyl chloride in four groundwater monitoring wells was found to be above state limits. The Solid Waste Facility was notified of its inclusion on the state Hazardous Site Inventory (HSI). In July, a consultant was contracted to evaluate soil conditions around the collection system at three locations in order to determine if the leachate was released into the surrounding soil. Additionally, the consultant took groundwater samples in order to determine if higher than normal levels of acetone in some wells was landfill related or due to laboratory interference (as acetone is commonly used to clean glassware and equipment prior to taking samples). On August 11, 2006 a letter was received from EPD stating that the acetone levels in the wells were considered "statistically significant". As a result, the Solid Waste Department placed the EPD letter in the site operating record. However, prior to receiving that letter, the Solid Waste Department had already noticed the elevated acetone levels and proceeded with independent sampling and analysis to determine the source of the acetone.

**Analysis:**

It was determined that the source of the acetone was not the landfill leachate, but a result of the sampling procedure utilized by the company used to perform the groundwater monitoring. A letter was sent to EPD on September 26, 2006 with the data and explanation of the source of the acetone. We have also received a plan to perform an additional assessment by the engineering firm that performed the initial environmental testing in order to determine the source and potential impact of the vinyl chloride found in the wells. This plan meets the state EPD requirements for environmental investigation of sites listed on the state HSI. Once we are able to quantify the extent of any problem, it is our intention to use the same engineering firm to develop a long-term monitoring plan and possibly a cleanup plan, if necessary. This is especially important as any such environmental monitoring will require the use of the same procedures during each sampling event, will allow the Landfill to establish a baseline level of all items tested for, and will allow the Landfill to report such data to EPD without hesitation.

**Financial Impact:**

The additional sampling and analysis is required to determine

the impacts to the surrounding soil and/or groundwater as well as to help to determine what repairs and improvements need to be made to the system. Should we not make such improvements, we would be violating our permit requirements and be subject to fines and consent orders.

**Alternatives:** Receive the above as information.

**Recommendation:**

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

**REVIEWED AND APPROVED BY:**

**Finance.  
Administrator.  
Clerk of Commission**

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**Engineering Services Committee Meeting  
10/30/2006 1:30 PM  
Washington Rd Inters. Change No 3**

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

**Caption:** Approve Capital Project Budget #324-04-201824371 Change Number 3 in the amount of \$145,000.00 for the Washington Road Intersection Improvement Project funded from Special One Percent Sales Tax, Phase II Recapture.

**Background:** The additional amount is needed to restore contingency and to complete the acquisition of right-of-way and easements.

**Analysis:** An unexpected number of condemnations have been necessary on this project. These funds are needed to replace contingency funds used to date for right-of-way activities and to complete the complex acquisitions.

**Financial Impact:** Funds in the amount of \$145,000.00 are available in the Special One Percent Sales Tax, Phase II Recapture Account.

**Alternatives:** 1. Approve Capital Project Budget #324-04-201824371 Change Number 3 in the amount of \$145,000.00 for the Washington Road Intersection Improvement Project to be funded from Special One Percent Sales Tax, Phase II Recapture. 2. Do not approve and delay construction of a much needed project.

**Recommendation:** Approve Alternative Number One.

**Funds are Available in the Following Accounts:** 322041110-6011110 292822333-6011110

**REVIEWED AND APPROVED BY:**

**Finance.  
Administrator.  
Clerk of Commission**

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**CAPITAL PROJECT BUDGET**  
**WASHINGTON ROAD INTERSECTION IMPROVEMENTS**  
(Boy Scout Road to Center West Parkway)  
**CHANGE NUMBER THREE**

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

Section 1: The project authorized is for CPB#324-04-201824371. This project is to provide improvement at the intersection of Washington Road and Boy Scout Road/Center West Parkway. Additional funding is needed to complete the acquisition of Right of Way and easements.

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

|                                |                   |
|--------------------------------|-------------------|
| Special 1% Sales Tax, Phase IV | \$ 100,000        |
| Special 1% Sales Tax, Phase IV | \$ 652,000        |
| Special 1% Sales Tax, Phase II | \$ 145,000        |
|                                | <u>\$ 897,000</u> |

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

|            | By Basin  |     | By District |
|------------|-----------|-----|-------------|
| Raes Creek | \$897,000 | 7th | \$ 897,000  |

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

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

Approved

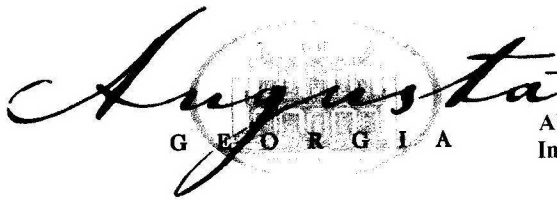
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Honorable Deke Copenhagen, Mayor

Original-Commission Council Office  
Copy-Public Works  
Copy-Finance Department  
Copy-Purchasing Department

**CAPITAL PROJECT BUDGET  
WASHINGTON ROAD INTERSECTION IMPROVEMENTS  
(Boy Scout Road to Center West Parkway)  
CHANGE NUMBER THREE**

| <b><u>SOURCE OF FUNDS</u></b>                                    | <b><u>CPB AMOUNT<br/>CPB</u></b> | <b><u>CPB<br/>CHANGE</u></b> | <b><u>NEW<br/>CPB</u></b> | <b><u>2006 G/L<br/>AMOUNT</u></b> |
|------------------------------------------------------------------|----------------------------------|------------------------------|---------------------------|-----------------------------------|
| SPECIAL 1% SALES TAX, PHASE IV<br>324-04-1110-00000000-000000000 | (\$752,000)                      | \$0                          | (\$752,000)               | \$0                               |
| SPECIAL 1% SALES TAX, PHASE II<br>322-04-1110-00000000-000000000 |                                  | (\$145,000)                  | (\$145,000)               | (\$145,000)                       |
| <b>TOTAL SOURCES:</b>                                            | <b>(\$752,000)</b>               | <b>(\$145,000)</b>           | <b>(\$897,000)</b>        | <b>(\$145,000)</b>                |
| <br><b><u>USE OF FUNDS</u></b>                                   |                                  |                              |                           |                                   |
| ADVERTISING<br>324041110-5233119-201824371                       | \$2,000                          |                              | \$2,000                   | \$0                               |
| ENGINEERING<br>324041110-5212115-201824371                       | \$98,000                         |                              | \$98,000                  | \$0                               |
| RIGHT OF WAY<br>324041110-5411120-201824371                      | \$126,000                        | \$145,000                    | \$271,000                 | \$145,000                         |
| CONSTRUCTION<br>324041110-5414110-201824371                      | \$487,000                        |                              | \$487,000                 | \$0                               |
| CONTINGENCY<br>324041110-6011110-201824371                       | \$39,000                         |                              | \$39,000                  | \$0                               |
| <b>TOTAL USES:</b>                                               | <b>\$752,000</b>                 | <b>\$145,000</b>             | <b>\$897,000</b>          | <b>\$145,000</b>                  |



## ENGINEERING DEPARTMENT

Abie L. Ladson, P.E.  
Interim Director

Jim Williamson  
Land Acquisition Manager

### MEMORANDUM

**TO:** Abie Ladson, Interim Director of Engineering

**FROM:** Jim Williamson *Jim Williamson*  
Land Acquisition Manager

**DATE:** October 11, 2006

**SUBJECT:** Washington Road Intersection Improvements  
324-04-201824371  
File Ref. 06-014(A) & 06-005(C)

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The cost of acquiring right-of-way appears to be greatly increased on the Washington Road Intersection Improvement Project due to the fact that there are special leases that some of the tenants had with the property owners, and this increased the amount that had to be paid to the property owners.

Also, several large signs, parking considerations, and decorative shrubs and trees that had to meet our tree ordinance, had to be considered and paid for. It appears that it is going to take approximately \$145,000.00 to complete the acquisition of this project, which would include the balance of the condemnations, all of the shrubs addressed, parking and signs.

This is a request to have a change order done for the additional monies to complete this project. If additional information is needed, please advise.

JW/il



**Engineering Services Committee Meeting  
10/30/2006 1:30 PM  
Wilkinson Circle Closure**

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

**Caption:** Motion to approve request from JM Wilkinson Neighborhood for closure of Wilkinson Circle. Also, approve funding from the Traffic Engineering Capital Outlay funds in the amount of \$500.00 or less.

**Background:** Wilkinson Circle is a two-lane residential street that runs north-south between Gordon Highway and Milledgeville Road. The total length of Wilkinson Circle is less than  $\frac{1}{4}$  mile and the speed limit is 25 mph. In June 2006, Abie Ladson and Steve Cassell of the Augusta Richmond County Engineering Department met with several neighborhood residents at the home of Ms. Christa Ehrlich to discuss issues regarding speeding vehicles along Wilkinson Circle. According to these residents, Wilkinson Circle has been plagued by speeding and cut-through traffic from vehicles trying to bypass congestion along Gordon Highway. In July 2006, a petition was received from the residents of the JM Wilkinson neighborhood requesting closure of Wilkinson Circle. This petition contained 29 signatures. However, after discussion with some of the neighbors, it was agreed to create a new petition that included only the property owners. To that end, a petition from property owners in the JM Wilkinson Neighborhood was received in September 2006. This petition represented at least 75% concurrence from property owners for closure of the Wilkinson Circle.

**Analysis:** A volume and speed study was performed along Wilkinson Circle in June 2006. The results of this study revealed a 24-hour bi-directional volume along Wilkinson Circle of 305 vehicles. The directional split was shown to be approximately 85% of these vehicles originating from the north towards Gordon Highway, with the remaining 15% originating from the south. The 85th percentile speed

recorded along Wilkinson Circle was 37.2 mph, with highest recorded speed being 50 mph. Closure of Wilkinson Circle can be accomplished using jersey barriers or bollards that are available and may be installed by Augusta-Richmond County personnel.

**Financial Impact:** Funds in the amount of \$500.00 or less are required to support the procurement of bollards or barrier and necessary paraphernalia. Funds are available in the Traffic Engineering Capital Outlay.

**Alternatives:** 1) Motion to approve request from JM Wilkinson Neighborhood for closure of Wilkinson Circle. Also, approve funding from the Traffic Engineering Capital Outlay funds in the amount of \$500.00 or less. 2) Do not approve and Wilkinson Circle will remain open to through traffic.

**Recommendation:**

**Funds are  
Available in the  
Following  
Accounts:** 272041710-5316210

**REVIEWED AND APPROVED BY:**

**Finance.  
Administrator.  
Clerk of Commission**

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**AUGUSTA-RICHMOND COUNTY  
ENGINEERING DEPARTMENT**

Traffic Engineering Section  
328 Riverfront Drive  
Augusta, GA 30901  
(706) 821-1841

**PETITION FOR STREET CLOSURE**

WE THE UNDERSIGNED, ALL BEING PROPERTY OWNERS OF THE JM WILKINSON NEIGHBORHOOD AND ABUTTING WILKINSON CIRCLE, DO HEREBY PETITION THROUGH OUR SUBDIVISION OR UNIT(S) FOR CLOSURE OF WILKINSON CIRCLE.

WILKINSON CIRCLE IS A NORTH-SOUTH RESIDENTIAL STREET THAT RUNS BETWEEN US HIGHWAY 78/278/SR 10 (AKA GORDON HIGHWAY) AND MILLEDGEVILLE ROAD AND WE UNDERSTAND THAT IT IS THE RECOMMENDATION OF THE AUGUSTA-RICHMOND COUNTY TRAFFIC ENGINEER TO PERFORM THIS CLOSURE NORTH OF ITS INTERSECTION WITH MILLEDGEVILLE ROAD.

EACH OF US DOES HEREBY CONSENT TO THIS CLOSURE. THERE ARE 24 LOTS CURRENTLY ABUTTING WILKINSON CIRCLE AND EACH OWNER, AS SHOWN ON THE TAX RECORDS, HAS AFFIRMATIVELY SIGNED THIS PETITION OR THEIR INDICATION FOR DISAPPROVAL IS NOTED HEREIN.

THIS PETITION REPRESENTS 75% % OR MORE OF THE PROPERTY OWNERS OF THIS SUBDIVISION TO BE AFFECTED JOIN IN THIS REQUEST. (PLEASE DO NOT FILL IN ANY BLANK SPACES THAT APPEAR ABOVE.)

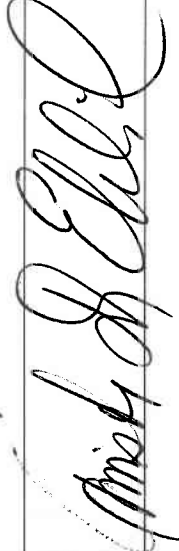
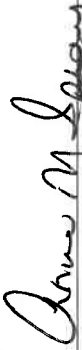
Personally appeared before me a Notary Public, the undersigned affiant, who says an oath that Mrs. Joe Quattlebaum is one of the subscribing witness to the within instrument; that each of said witnesses saw the execution and delivery of the same by each grantor therein for the purpose set forth; and that each of said witnesses signed the same as purported.

Sworn to and Subscribed before me,  
this 30th day of August, 2006

Jane J. Hoffman

MY COMMISSION EXPIRES FEBRUARY 14, 2010

YES NO

|                |                                            |                                                                                                  |   |                                                                                     |
|----------------|--------------------------------------------|--------------------------------------------------------------------------------------------------|---|-------------------------------------------------------------------------------------|
| 070-1-126-00-0 | 1815 Wilkinson Circle<br>Augusta, GA 30904 | Mr. Harry R. Wright<br>1815 Wilkinson Circle<br>Augusta, GA 30904                                | ✓ |    |
| 070-1-143-00-0 | 1816 Wilkinson Circle<br>Augusta, GA 30904 | Mr. Stephen J. Harris<br>1818 Wilkinson Circle<br>Augusta, GA 30904                              | ✓ |    |
| 070-1-127-00-0 | 1817 Wilkinson Circle<br>Augusta, GA 30904 | Mr. Joe B. Quattlebaum<br>1817 Wilkinson Circle<br>Augusta, GA 30904                             | ✓ |    |
| 070-1-144-00-0 | 1818 Wilkinson Circle<br>Augusta, GA 30904 | Mr. Stephen J. Harris<br>1818 Wilkinson Circle<br>Augusta, GA 30904                              | ✓ |    |
| 070-1-128-00-0 | 1819 Wilkinson Circle<br>Augusta, GA 30904 | Ms. Christa D. Parker Ehrlich<br>1819 Wilkinson Circle<br>Augusta, GA 30904                      | ✓ |    |
| 070-1-145-00-0 | 1820 Wilkinson Circle<br>Augusta, GA 30904 | Ms. Anne M. Spray<br>1820 Wilkinson Circle<br>Augusta, GA 30904                                  | ✓ |    |
| 070-1-129-00-0 | 1821 Wilkinson Circle<br>Augusta, GA 30904 | Mr. Lamar Johnson <del>NEW</del><br>1821 Wilkinson Circle <del>OWNERS</del><br>Augusta, GA 30904 | ✓ |    |
| 070-1-146-00-0 | 1822 Wilkinson Circle<br>Augusta, GA 30904 | Mr. Elwin Richard Smith<br>1822 Wilkinson Circle<br>Augusta, GA 30904                            | ✓ |  |
| 070-1-130-00-0 | 1823 Wilkinson Circle<br>Augusta, GA 30904 | Ms. Tara Spray<br>1823 Wilkinson Circle<br>Augusta, GA 30904                                     | ✓ |  |
| 070-1-147-00-0 | 1824 Wilkinson Circle<br>Augusta, GA 30904 | Mr. Mark C. Ogletree<br>1813 Wilkinson Circle<br>Augusta, GA 30904                               | ✓ |  |

| Parcel Number  | Parcel Address                                                        | Property Owner/Address                                                    | Yes | No | Owner's Signature          |
|----------------|-----------------------------------------------------------------------|---------------------------------------------------------------------------|-----|----|----------------------------|
| 070-1-137-00-0 | NE Corner of Gordon Hwy.<br>and Wilkinson Circle<br>Augusta, GA 30904 | Mr. Buford L. Duggan<br>3209 Lake Forest Drive<br>Augusta, GA 30909       |     |    |                            |
| 070-1-138-00-0 | 1806 Wilkinson Circle<br>Augusta, GA 30904                            | Mr. Buris T. Linder, Jr.<br>PO Box 5652<br>Augusta, GA 30916              | ✓   |    | <i>B. Linder</i>           |
| 070-1-139-00-0 | 1808 Wilkinson Circle<br>Augusta, GA 30904                            | Mr. Carlton Richard Amerson<br>1808 Wilkinson Circle<br>Augusta, GA 30904 | ✓   |    | <i>Carlton R. Amerson</i>  |
| 070-1-123-00-0 | 1809 Wilkinson Circle<br>Augusta, GA 30904                            | Ms. Ann S. Hall<br>1809 Wilkinson Circle<br>Augusta, GA 30904             | ✓   |    | <i>Ann S. Hall</i>         |
| 070-1-140-00-0 | 1810 Wilkinson Circle<br>Augusta, GA 30904                            | Mr. Joseph P. Tobias<br>1810 Wilkinson Circle<br>Augusta, GA 30904        | ✓   |    | <i>Joe Tobias</i>          |
| 070-1-124-00-0 | 1811 Wilkinson Circle<br>Augusta, GA 30904                            | Mr. Alvin L. Shelton<br>1811 Wilkinson Circle<br>Augusta, GA 30904        | ✓   |    | <i>Alvin L. Shelton</i>    |
| 070-1-141-00-0 | 1812 Wilkinson Circle<br>Augusta, GA 30904                            | Mr. Billy C. Miller<br>1812 Wilkinson Circle<br>Augusta, GA 30904         | ✓   |    | <i>Mr. Billy C. Miller</i> |
| 070-1-125-00-0 | 1813 Wilkinson Circle<br>Augusta, GA 30904                            | Ms. Joyce C. Ogletree<br>1813 Wilkinson Circle<br>Augusta, GA 30904       | ✓   |    | <i>Joyce C. Ogletree</i>   |
| 070-1-142-00-0 | 1814 Wilkinson Circle<br>Augusta, GA 30904                            | Ms. Myrna V. Bennett<br>1814 Wilkinson Circle<br>Augusta, GA 30904        | ✓   |    | <i>Myrna V. Bennett</i>    |



yes no

|                |                                              |                                                                     |  |  |
|----------------|----------------------------------------------|---------------------------------------------------------------------|--|--|
| 070-1-131-00-0 | 1825 Wilkinson Circle<br>Augusta, GA 30904   | Ms. Angelina Transou<br>1825 Wilkinson Circle<br>Augusta, GA 30904  |  |  |
| 070-1-148-00-0 | 1826 Wilkinson Circle<br>Augusta, GA 30904   | Mr. John L. Kelly<br>1826 Wilkinson Circle<br>Augusta, GA 30904     |  |  |
| 070-1-132-00-0 | 1827 Wilkinson Circle<br>Augusta, GA 30904   | Mr. Thomas M. Hadden<br>4566 Aylesbury Court<br>Augusta, GA 30809   |  |  |
| 070-1-134-00-0 | 1829 Wilkinson Circle<br>Augusta, GA 30904   | Mr. Colden Storey<br>3010 Storey Drive<br>Augusta, GA 30906         |  |  |
| 070-1-149-00-0 | 3029 Milledgeville Road<br>Augusta, GA 30906 | Mr. Michael T. Kelly<br>3014 Meadowbrook Drive<br>Augusta, GA 30906 |  |  |



**Engineering Services Committee Meeting  
10/30/2006 1:30 PM  
Windsor Spring SA #2 Task 1 - 9**

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

**Caption:** Approve Supplemental Agreement Number Two (2) with Jordan, Jones & Goulding (JJG) in the amount of \$543,851 to realign Travis Road with Spirit Creek Road, signal warrant study & traffic update, revisions based upon revised traffic study, additional design beyond the original scope of the project, update survey, database & property information, additional erosion control plan requirements, revisions to the environmental approval guidelines, project management and escalation due to schedule delays (see attachment for detailed information concerning each of these tasks) for the Windsor Spring Road improvement projects, phase IV & V (CPB #323-04-202824766 & 323-04-203824768) as requested by the Engineering Department. Funds are available in SPLOST Phase IV in the Windsor Spring Road Phase IV project right of way account. Funds from the Phase IV project right of way account will be transferred in the amount of \$271,925.50 to each project engineering account.

**Background:** This is a Georgia Department of Transportation (GDOT) project that will widen and reconstruct Windsor Spring Road to 4 lanes with a 20' raised median from State Route 88 in Hephzibah to Tobacco Road and replace the bridges over Norfolk Southern Railroad and Spirit Creek. Augusta Engineering Department is responsible for development of the Preliminary Engineering activities and hired JJG to accomplish these activities. The estimated construction cost is \$20.5 million and construction funds are identified for Phase IV in fiscal year 2010 and for Phase V in Long Range.

**Analysis:** JJG entered into an agreement with Augusta-Richmond County on June 27, 2001 to provide engineering and design services for the Windsor Spring Road corridor from State Route 88 in Hephzibah to Tobacco Road. On January 6, 2003

at a meeting with JJG, GDOT & Augusta Engineering representatives it was agreed to extend the project limits approximately 1,500 feet south of the Windsor Spring Road/State Route 88 intersection in Hephzibah. Since JJG received the Notice to Proceed on July 3, 2001, work on the project has been delayed because of concept revisions and environmental issues. Numerous changes have occurred along the Windsor Spring Road corridor and these changes need to be incorporated by updating the survey and property owner information databases. GDOT now requires a stand-alone set of Erosion Control plans for each stage of construction, which is a significant addition to the original scope of work. GDOT and other federal regulatory agencies have updated their environmental requirements and policies. Longitudinal stream encroachments, stream buffer variances, more extensive ecology studies, and more extensive public outreach have been added to the original scope of the environmental work. The changes concerning the impacts to wetlands/streams have mandated that an Individual 404 Permit is now required from the Army Corps of Engineers. Over 5,000 flyers were published and distributed to the community in an effort to meet the mandates to increase public awareness and involvement. On October 18, 2005, a Public Information Open House Meeting was held to satisfy the environmental requirements. After the meeting, GDOT advised that an updated traffic study and signal warrant study was needed. The original contract stated that 4 intersections would be reviewed for signal warrants. GDOT advised that 6 additional intersections would need to be studied which brings the total to 10 intersections. GDOT also advised that the design year traffic should be updated to the year 2031. The traffic studies have been completed and additional operational improvements will have to be incorporated into the preliminary plans as a result of revisions to the guidelines since the NTP was issued on July 3, 2001. On July 31, 2006, the Engineering Department asked JJG to revisit the design of the intersections at Travis Road and Spirit Creek Road. This is out of concern for the new school that has opened in this vicinity. JJG was instructed to develop 3 alignments and present them to the Engineering Department for consideration. This revision to the alignment in this area will impact an Environmental Justice area, which will require additional environmental analysis and another public information meeting. The original schedule for these projects called for the work to be completed in March. This request is also asking for compensation for the additional project management time and cost escalation due to schedule delays.

**Financial Impact:** JJG has proposed a total cost of \$543,851 (see attachment for the cost associated with each individual task) and funds are available in SPLOST Phase IV Windsor Spring Road Phase IV project right of way account. GDOT has agreed to fund and acquire the right of way on Phase IV so the \$1,500,000 already identified for this work can be redirected to other places.

**Alternatives:** 1) Approve Supplemental Agreement Number Two (2) with Jordan, Jones & Goulding (JJG) in the amount of \$543,851 to realign Travis Road with Spirit Creek Road, signal warrant study & traffic update, revisions based upon revised traffic study, additional design beyond the original scope of the project, update survey, database & property information, additional erosion control plan requirements, revisions to the environmental approval guidelines, project management and escalation due to schedule delays (see attachment for detailed information concerning each of these tasks) for the Windsor Spring Road improvement projects, phase IV & V (CPB #323-04-299823766 & 323- 04-299823786) as requested by the Engineering Department. Funds are available in SPLOST Phase IV in the Windsor Spring Road Phase IV project right of way account. Funds from the Phase IV project right of way account will be transferred in the amount of \$271,925.50 to each project engineering account. 2) Do not approve the request and jeopardize the progress of these important projects to south Augusta.

**Recommendation:** Approve Alternative Number One.

**Funds are Available in the Following Accounts:** 324041110-5411120, 299823766-5411120 & 299823786-5411120

**REVIEWED AND APPROVED BY:**

**Finance.  
Administrator.  
Clerk of Commission**

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**JORDAN  
JONES &  
GOULDING**

6801 Governors Lake Parkway  
Building 200  
Norcross, Georgia 30071  
T 770.455.8555  
F 770.455.7391  
www.jjg.com

August 21, 2006

Mr. Abie Ladson, P.E.  
Interim Director of Public Works & Engineering  
Augusta-Richmond County  
1815 Marvin Griffin Road  
Augusta, Georgia 30906

RE: Windsor Spring Road – Phase IV and V  
Project Nos. STP-7007(6) and STP-1105(4)  
Request for Supplemental Agreement #2



Dear Mr. Ladson:

The purpose of this letter is to request the County's favorable consideration of a supplemental agreement to the Windsor Spring Road – Phase IV and V, Project Nos. STP-7007(6) and STP-1105(4) (collectively "the Project"). The rationale for the requested supplemental agreement is discussed below.

**Background:** On July 3, 2001, JJG received notice-to-proceed from Augusta-Richmond County for consultant design services for the Project. The Project consists of the widening and reconstruction of Windsor Spring Road from SR 88 to Tobacco Road for a distance of approximately 5.2 miles. The design services for this project include: Concept Development, Database Preparation, Environmental Document, Preliminary Plans, Right of Way Plans and Final Construction Plans as outlined in the contract. The total project schedule (attached as Exhibit A) was set at 2 years.

During the Project a number of issues, unanticipated by either the County or JJG, have impacted the Project scope, schedule and thus the design budget. These tasks include:

**Task 1 – Realignment of Travis Road/Spirit Creek Road**

On July 31, 2006, the City of Augusta requested JJG to provide a fee proposal to realign Travis Road to Spirit Creek Road. JJG assumes developing three concept layouts utilizing a rural typical section. The realignment options to be considered include a direct connection from Spirit Creek Road to Kingsgate Drive, with upgrades along Kingsgate Drive to Travis Road; and several "s-curve" connections from Spirit Creek Road to Travis Road, with varying degrees of impact to the existing properties. The desired design speed is 40 mph. Topographic and property surveys will be required along the proposed alignments.

The impacted area is considered an Environmental Justice (EJ) area, and public information meeting will be required for the area residents. An EJ analysis will be required, and the environmental document modified during the re-evaluation process.

The fee proposal is attached which includes scope of service items and manhour breakouts for each task.

#### **Task 2 – Signal Warrant Study & Traffic Update**

After the Public Information Open House (PIOH) on October 18, 2005, GDOT and the City of Augusta requested JJG to provide an updated Traffic Study and Warrant Studies for this project. Around May 10, 2006, JJG received verbal authorization from the City to conduct revised traffic counts prior to the end of the school year. By letter dated May 31, 2006, JJG received authorization from the City to begin the required the Traffic Study and Warrant Study. JJG engaged Street Smarts (DBE) for these tasks. On July 20, 2006, JJG received the finalized Traffic Study from Street Smarts.

#### **Task 3 – Revisions based upon revised Traffic Study**

Based on the traffic study results as indicated in Task 2 above, longer turn bay lengths will be required throughout the project corridor for all intersections. This additional work will be reflected in changes to Preliminary Plans.

#### **Task 4 – Additional Design**

The original project limits as indicated in the contract are clearly identified as SR 88 to Tobacco Road and improvements to the intersections at SR 88 and its approaches, (see page 3 of the contract or attachment Exhibit B). In a letter dated January 6, 2003 (attached as Exhibit C), the project limits were increased approximately 1500 feet.

#### **Task 5 – Update Survey, Database & Property Information**

Since JJG received notice-to-proceed July 3, 2001, work on the Project has been delayed for environmental issues and reviews, numerous concept revisions and now the revised traffic study (see Task 2). Given these delays JJG will need to update the Survey, Database & Property Information. We recommend these updates in the preliminary or right-of-way plan preparation phase of the project. The benefit to the City will be that current property owner information would be used and minimal changes due to outdated information would be made during right-of-way acquisition (excluding changes due to right-of-way negotiations).

#### **Task 6 – Additional Erosion Control Plan Requirements**

When the proposal and contract was signed on July 3, 2001 the erosion control plans could be prepared without staging. Now, GDOT requires a stand alone set of Erosion Control plans for each stage of construction. This is a significant addition to the original scope.

#### **Task 7 – Environmental**

As with Task 6 above, GDOT and other regulatory agencies have updated their environmental regulatory requirements and policies. This, in turn, has created the need for additional environmental analysis not originally budgeted. These new requirements include:

- Coordination with the U.S. Fish and wildlife for longitudinal stream encroachment.
- A stream Buffer variance

- The GDOT's ecology scope was updated in 2003, resulting in additional ecology evaluation.
- An Individual Corps of Engineers 404 Permit is required due to the extensive wetlands/waters impacts.
- Current NEPA guidelines require a more detailed description for community impact analysis.
- FHWA requested additional public involvement by the local community. This additional plan required the design of a flyer and distribution of almost 5,000 flyers.
- All of these changes required additional extensive outreach for the Public Hearing.

#### **Task 8 – Project Management**

The final design was originally scheduled to be completed by March 2003. Given the delays noted above, we have provided project management for 40 additional months. Therefore, we are seeking additional fee for project management time and administration time.

#### **Task 9 – Escalation due to Schedule Delays**

Additional, we are seeking escalation for the numerous Project delays (as noted above). Additional fee for salary and cost escalation has approximated 4% per year is requested.

#### **Total Supplemental**

Our lump sum fee for the above tasks is as follows:

|                                                         |                  |
|---------------------------------------------------------|------------------|
| Task 1 – Realignment of Travis Road/Spirit Creek Road   | \$198,735        |
| Task 2 – Signal Warrant Study & Traffic Update          | \$ 53,700        |
| Task 3 – Revisions based upon revised Traffic Study     | \$ 13,856        |
| Task 4 – Additional Design                              | \$ 83,983        |
| Task 5 – Update Survey, Database & Property Information | \$ 42,735        |
| Task 6 – Additional Erosion Control Plan Requirements   | \$ 13,016        |
| Task 7 – Environmental                                  | \$ 75,834        |
| Task 8 – Project Management                             | \$ 30,720        |
| Task 9 – Escalation due to Schedule Delays              | <u>\$ 31,272</u> |
|                                                         | \$543,851        |

Upon approval of this Supplemental Agreement, JJG will proceed and we anticipate requesting Preliminary Field Plan Review (PFPR) in October 2006. The Environmental Document approval (without the addition of the EJ analysis for the Travis Road/Spirit Creek realignment, which would be added at the next re-evaluation date) is anticipated in September 2006. If you have any questions or concerns in regards to this supplemental agreement, please feel free to contact our office.

Sincerely,  
JORDAN, JONES & GOULDING, INC.

*Thomas S. Fravel*

By: Thomas S. Fravel, P.E.  
Sr. Project Manager

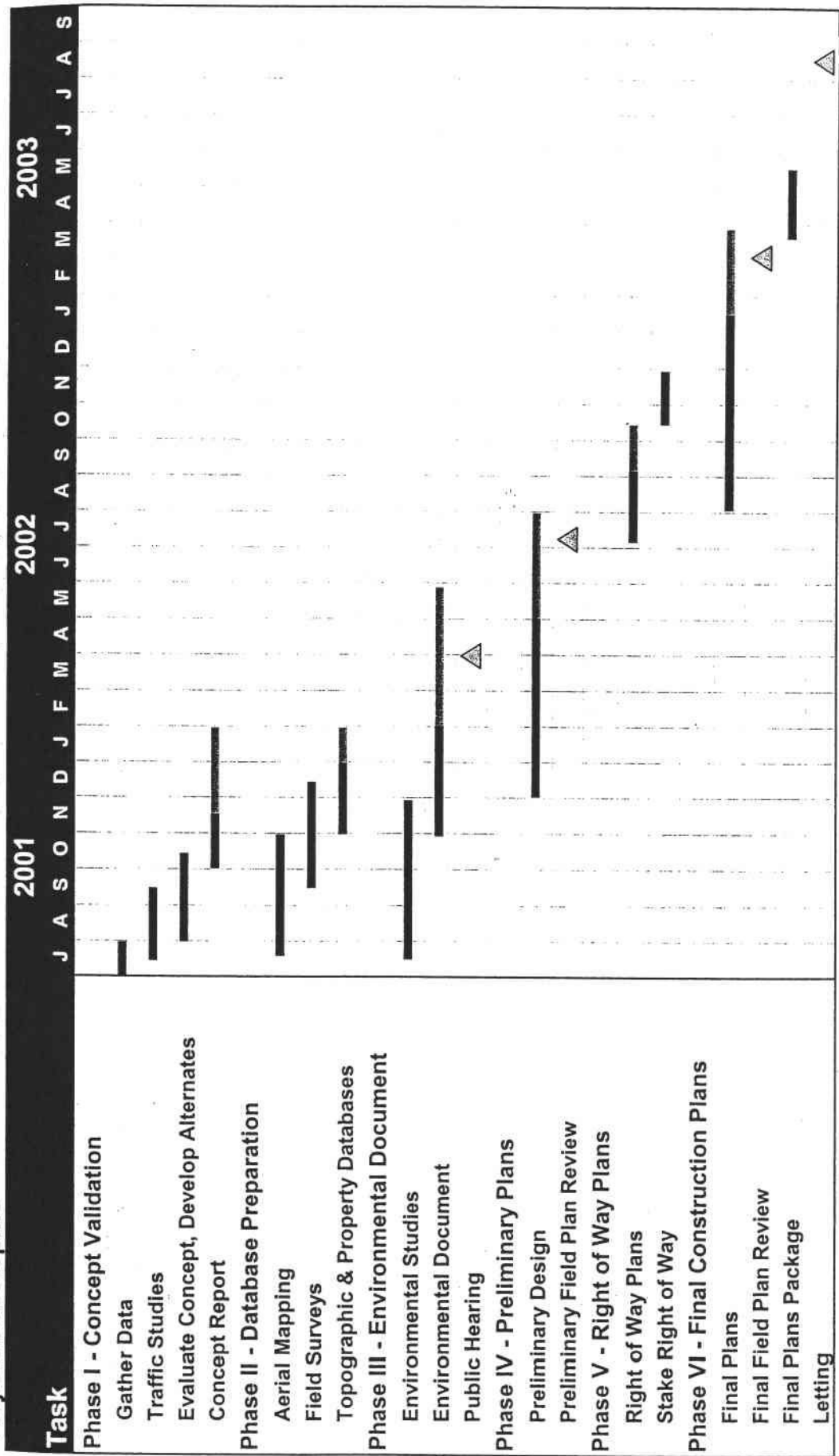
*Kenneth L. Anderson*

By: Kenneth L. Anderson, P.E.  
Sr. Vice President—Transportation Services

Copied from Contract

Windsor Spring Road  
Augusta-Richmond County

# Project Development Schedule



Consultant Activity  
County/GDOT Review  
Milestone/Meeting



**ARTICLE I**  
**SCOPE AND PROCEDURE**

The Scope and Procedure of the PROJECT shall generally follow the standard procedure for project development as outlined by the DEPARTMENT in their typical scope of work, as stated in Exhibit "A" and referenced exhibits and appendices, as attached hereto and incorporated here by reference. The following description of the PROJECT and outline of scope of work shall define the responsibilities of the CONSULTANT for this Agreement, and shall govern over any conflicts with the DEPARTMENT'S standard procedures.

| <b>PROJECT DESCRIPTION</b>                       |                                                                                                                                                                                                                                                                                                                                                                                                                    |
|--------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Project Limits</b>                            | Windsor Spring Road from SR 88 to Tobacco Road in Augusta-Richmond County, Georgia. Improvements to the intersection at SR 88 and its approaches are anticipated. Improvements to any side roads intersecting with Windsor Spring Road is limited to the immediate approaches at the intersection, and will not include the addition of basic lanes on the side roads, but may include the addition of turn lanes. |
| <b>Typical Section</b>                           | The roadway typical section for Windsor Spring Road shall be a four-lane roadway and will include bike lanes, outside curb & gutter and sidewalks.                                                                                                                                                                                                                                                                 |
| <b>Major Structures</b>                          | <ol style="list-style-type: none"> <li>1. Reconstruction (replacement) of the Windsor Spring Road bridge over Norfolk Southern Railroad.</li> <li>2. Reconstruction (replacement) of the Windsor Spring Road bridge over Spirit Creek.</li> </ol>                                                                                                                                                                  |
| <b>Retaining Walls</b>                           | Only minor GDOT standard walls anticipated.                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Traffic Signals</b>                           | <ol style="list-style-type: none"> <li>1. Windsor Spring Road at SR 88.</li> <li>2. Windsor Spring Road at Willis Foreman Road.</li> <li>3. Windsor Spring Road at Lincolnton Parkway.</li> <li>4. Windsor Spring Road at Tobacco Road.</li> </ol>                                                                                                                                                                 |
| <b>Funding</b>                                   | <ul style="list-style-type: none"> <li>• Construction: State and Federal</li> <li>• Design, Right of Way Acquisition, Utility Relocation: COUNTY</li> </ul>                                                                                                                                                                                                                                                        |
| <b>Construction Specifications &amp; Details</b> | Georgia Department of Transportation Standard Specifications, Standard Details, and Construction Details.                                                                                                                                                                                                                                                                                                          |
| <b>Letting</b>                                   | Let as two Construction Contracts by the DEPARTMENT                                                                                                                                                                                                                                                                                                                                                                |



## MEMORANDUM

**DATE:** January 6, 2003  
**TO:** Distribution  
**FROM:** Jordan, Jones & Goulding, Inc.  
**SUBJECT:** Windsor Spring Road Meeting

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The meeting began at 10:00 a.m. on December 12, 2002 at the Georgia Department of Transportation, Office of Urban Design. The following individuals were in attendance:

David Bacon, JJG  
Glenn Bowman, GDOT  
Michelle Brouillette, GDOT OEL  
Ben Clopper, JJG  
Joe Palladi, GDOT  
Bonnie Peacock, JJG  
Teresa Smith, Augusta – Richmond County Public Works & Engineering  
Travis O. Davidson, Augusta – Richmond County Public Works & Engineering  
Errick Thompson, Augusta – Richmond County Public Works & Engineering  
Jan Hilliard, GDOT

The meeting began with introductions and it was stated that the purpose of the meeting was to follow up from the Preliminary Concept Meeting held October 28, 2002 and to address the action items. David Bacon began the meeting with a review of the October 28th meeting where two concepts were shown, one for SR 88 to Willis Forman Road including the Norfolk Southern Railroad bridge and the second from Willis Forman Road to Tobacco Road including the bridge over Spirit Creek.

It was discussed that GDOT would like to see 16-foot wide shoulders along Windsor Spring Road, but it is not required, just desirable along roadways with a lot of driveways. This is due to the new driveway and sidewalk standards to meet ADA requirements and for placement of utilities.

Discussion was held as to the land use and ownership of property in the vicinity of Diamond Lakes Park. Teresa Smith indicated that the land that fronts Windsor Spring Road is not designated as parkland, is not owned by the County but an individual, and plans are being made to construct a library and Health Department. Teresa Smith will get a copy of the Master Plan for the area around Diamond Lakes Park. This will ensure that no parkland will be involved in the widening of Windsor Spring Road and that a Section 4(f) evaluation would not apply. Additionally, Turkey Trail will be realigned to T-intersect Windsor Spring Road and line up with the entrance to Diamond Lakes Park. Access to Diamond Lakes Park will not change. The

question of a potential signal at the new intersection was raised, but there was no traffic information available at that time. JIG will provide traffic data for that intersection, as well as several others identified during the meeting and include those numbers in the Concept Report.

David Bacon pointed out that some houses would have to be taken at SR 88, there would be some impact to the parking of the post office, and the project would be extended approximately 1,000 feet south of SR 88 to avoid taking property from a cemetery that fronts Windsor Spring Road. Ben Clopper explained that the speed design for the transition on Windsor Spring Road, south of SR 88 from 2 lanes to 5 lanes was done with a 35 mph speed design, not the 45 mph design used for the rest of the project. It was recommended that this transition be designed for 45 mph to match the rest of the road. This will extend the limits of the project approximately 1,500 feet south of SR 88.

The addition of bike lanes had been discussed at the prior meeting, and it was determined by Teresa Smith that bike lanes would be needed along Windsor Spring Road since they are part of the local approved bike plan. Four-foot wide bike lanes will be added on both sides of Windsor Spring Road in the layout and typical sections.

A discussion was held concerning the typical section of the southern portion of the project, from SR 88 to Willis Forman Rd. The current concept shows a five-lane section with flush median, and enough extra pavement to widen for a future 20-foot raised median. Glenn Bowman explained that would not be approved as a typical section in the concept design. He suggested instead using 12 ½ foot lanes in each direction with a flush median so that in the future those lanes could be reduced to 11 feet, providing enough extra width for the raised median. Teresa Smith expressed the desire to put in the raised median with this project, even though the traffic does not warrant it. Joe Pallidi said that GDOT will pay for the raised median, if it is requested by the County. Teresa Smith will speak with representatives of the City of Hephzibah to determine whether a raised or flush median will be used for the southern section of the project. JIG will wait for that response before revising that portion of the Concept Report.

Michelle Brouillette mentioned that the SHPO will need to make a determination if the Norfolk Southern Railroad bridge contributes to the historic integrity of the railroad in all its associated elements. She stated that even though the railroad bridge is not individually historic, it may be a contributing feature of the railroad. Because the bridge is to be replaced, a Section 4(f) evaluation could apply. Edwards-Pitman, the historical subconsultant for JIG will clarify this with the State Historic Preservation Office.

The options for median openings at the two shopping centers at Windsor Spring Road and Tobacco Road were discussed. Teresa Smith stated that the shopping center on the northwest corner was newer and had much greater traffic. There is not enough room to create a bay for southbound traffic to turn into the shopping center on the northeast corner. It was suggested that an opening be created for northbound traffic to turn left into the western shopping center. That median opening will be channelized to prevent southbound and sidestreet traffic from turning. The eastern shopping center right in/right out only. Drivers will still be able to access this shopping center, but it will be off of Tobacco Road, or going south on Windsor Spring Road and making a U-turn.

Memorandum  
January 6, 2003  
Page 3

A trailer park exists at Tobacco Road and it will have to be relocated. Teresa Smith indicated that relocating the trailer park would not be a problem. Michelle Brouillette indicated that this should not be an Environmental Justice issue because this is not a new location roadway nor would this be a significant or disproportionate impact.

Teresa Smith is to look at the LGPA to determine if lighting and landscaping was requested for this road project.

A Final Concept Meeting was scheduled for January 14<sup>th</sup> and the Public Information Meeting (now referred to as an "open house" per Mr. Palladi) was projected to be scheduled for February 11<sup>th</sup> or 13<sup>th</sup>. JJG will submit a revised Concept Report to GDOT and ARC-PW&E on Friday, January 3rd for distribution before the January 14<sup>th</sup> meeting.

|                                                                                         | Sr Engineer<br>S7 | PM / Engineer<br>S5 | Sr Designer<br>C3 | Designer<br>D1 | Sr Scientist<br>S7 | Sr Surveyor<br>S9 | Sr Surv Tech<br>T5 | Surveyor<br>S9 | Survey Aide<br>S9 |
|-----------------------------------------------------------------------------------------|-------------------|---------------------|-------------------|----------------|--------------------|-------------------|--------------------|----------------|-------------------|
| <b>Task 1 - Realignment of Travis Road/Spirit Creek Road</b>                            |                   |                     |                   |                |                    |                   |                    |                |                   |
| Concept                                                                                 |                   |                     |                   |                |                    |                   |                    |                |                   |
| Meeting with Client                                                                     | 8                 | 8                   |                   |                |                    |                   |                    |                |                   |
| Meeting with GDOT                                                                       | 2                 | 2                   |                   |                |                    |                   |                    |                |                   |
| Meeting minutes                                                                         | 2                 | 2                   |                   |                |                    |                   |                    |                |                   |
| 3 Horizontal alignment alternatives                                                     | 4                 | 80                  | 80                |                |                    |                   |                    |                |                   |
| Project Management                                                                      | 4                 | 24                  |                   |                |                    |                   |                    |                |                   |
| Database                                                                                |                   |                     |                   |                |                    |                   |                    |                |                   |
| Survey - Control                                                                        |                   |                     |                   |                |                    | 8                 |                    | 16             | 16                |
| Survey - Topographic                                                                    |                   |                     |                   |                |                    | 8                 |                    | 100            | 100               |
| Survey - Property resolution                                                            |                   |                     |                   |                |                    | 8                 | 10                 | 24             | 24                |
| Survey - CAICE Processing                                                               |                   |                     | 25                |                |                    | 8                 | 30                 |                |                   |
| Environmental                                                                           |                   |                     |                   |                |                    |                   |                    |                |                   |
| History survey                                                                          |                   | 20                  |                   | 8              | 2                  |                   |                    |                |                   |
| History report                                                                          |                   | 30                  |                   |                | 2                  |                   |                    |                |                   |
| Archaeology survey                                                                      |                   | 8                   |                   | 2              |                    |                   |                    |                |                   |
| Archaeology report                                                                      |                   | 5                   |                   | 2              | 1                  |                   |                    |                |                   |
| Amended AOE                                                                             |                   | 10                  |                   | 2              |                    |                   |                    |                |                   |
| Air report                                                                              |                   | 20                  |                   | 2              |                    |                   |                    |                |                   |
| Noise Report                                                                            |                   | 30                  |                   |                |                    |                   |                    |                |                   |
| Ecology Survey                                                                          |                   | 15                  |                   | 4              |                    |                   |                    |                |                   |
| Ecology Report                                                                          |                   | 30                  |                   |                |                    |                   |                    |                |                   |
| CSS and report                                                                          |                   | 30                  |                   |                |                    |                   |                    |                |                   |
| EJ/Community impact survey                                                              |                   | 30                  |                   |                |                    |                   |                    |                |                   |
| Land use impact                                                                         |                   | 20                  |                   |                |                    |                   |                    |                |                   |
| Update ICJ                                                                              |                   | 38                  |                   |                | 12                 |                   |                    |                |                   |
| Neighborhood POH                                                                        |                   | 18                  |                   |                | 18                 |                   |                    |                |                   |
| NEPA Document                                                                           |                   | 40                  |                   |                | 8                  |                   |                    |                |                   |
| Preliminary Plans                                                                       |                   |                     |                   |                |                    |                   |                    |                |                   |
| Design - Horizontal & Vertical Alignment                                                |                   | 24                  |                   |                |                    |                   |                    |                |                   |
| Design - Cross Sections                                                                 |                   | 24                  |                   |                |                    |                   |                    |                |                   |
| Design - Drainage Plan & Profile                                                        |                   | 18                  |                   | 4              |                    |                   |                    |                |                   |
| Design - Construction Plan                                                              |                   | 24                  |                   | 15             |                    |                   |                    |                |                   |
| Design - Drainage Report                                                                |                   | 8                   |                   |                |                    |                   |                    |                |                   |
| Design - Driveway Plan & Profiles                                                       |                   | 24                  |                   | 4              |                    |                   |                    |                |                   |
| Design - Erosion Control                                                                |                   | 8                   |                   | 4              |                    |                   |                    |                |                   |
| Design - Signing & Marking                                                              |                   | 24                  |                   |                |                    |                   |                    |                |                   |
| Design - Utility Plans                                                                  |                   | 4                   |                   | 24             |                    |                   |                    |                |                   |
| Design - Staging Plans                                                                  |                   | 18                  |                   | 4              |                    |                   |                    |                |                   |
| Design - Quantities                                                                     |                   | 8                   |                   |                |                    |                   |                    |                |                   |
| Project Management                                                                      | 4                 | 24                  |                   |                |                    |                   |                    |                |                   |
| R/W Plans                                                                               |                   |                     |                   |                |                    |                   |                    |                |                   |
| Additional parcels & revise during acquisition                                          | 2                 | 40                  | 40                |                |                    | 8                 |                    | 32             | 32                |
| Survey - R/W Staking                                                                    |                   |                     |                   |                |                    |                   |                    |                |                   |
| Final Plans                                                                             |                   |                     |                   |                |                    |                   |                    |                |                   |
| Design - Address Review Comments                                                        | 4                 | 60                  | 40                | 40             |                    |                   |                    |                |                   |
| Total Manhours                                                                          | 30                | 442                 | 394               | 142            | 07                 | 80                | 40                 | 172            | 172               |
| Rates per hour                                                                          | \$168.00          | \$120.00            | \$91.00           | \$71.00        | \$149.00           | \$120.00          | \$93.00            | \$63.00        | \$60.00           |
| Total Fee                                                                               | \$5,040.00        | \$53,040.00         | \$35,814.00       | \$10,062.00    | \$8,863.00         | \$9,600.00        | \$3,720.00         | \$10,926.00    | \$10,320.00       |
| Direct Cost Geotechnical Subcontractor = \$6,500.00                                     |                   |                     |                   |                |                    |                   |                    |                |                   |
| Direct Cost Update Traffic Study = \$2,000.00                                           |                   |                     |                   |                |                    |                   |                    |                |                   |
| Direct expenses (Mileage, plots, lodging, Environmental Process and etc.) = \$12,550.00 |                   |                     |                   |                |                    |                   |                    |                |                   |
| <b>Total Task 1 = \$188,735</b>                                                         |                   |                     |                   |                |                    |                   |                    |                |                   |
| <b>Task 2 - Signal Warrant Study &amp; Traffic Update</b>                               |                   |                     |                   |                |                    |                   |                    |                |                   |
| Preliminary Plans                                                                       |                   |                     |                   |                |                    |                   |                    |                |                   |
| Warrant Analysis                                                                        | 10                | 120                 | 84                |                |                    |                   |                    |                |                   |
| Review Design Year Traffic                                                              | 10                | 70                  | 20                |                |                    |                   |                    |                |                   |
| Total Manhours                                                                          | 20                | 190                 | 104               |                |                    |                   |                    |                |                   |
| Rates per hour                                                                          | \$168.00          | \$120.00            | \$91.00           |                |                    |                   |                    |                |                   |
| Total Fee                                                                               | \$3,360.00        | \$22,800.00         | \$9,464.00        |                |                    |                   |                    |                |                   |
| Direct Cost Update Traffic Counts = \$18,076.00                                         |                   |                     |                   |                |                    |                   |                    |                |                   |
| <b>Total Task 2 = \$53,700</b>                                                          |                   |                     |                   |                |                    |                   |                    |                |                   |
| <b>Task 3 - Revise Plans based upon revised Traffic Study</b>                           |                   |                     |                   |                |                    |                   |                    |                |                   |
| Preliminary Plans                                                                       |                   |                     |                   |                |                    |                   |                    |                |                   |
| Design - Plan Sheets                                                                    | 2                 | 24                  | 12                |                |                    |                   |                    |                |                   |
| Design - Cross Sections                                                                 | 1                 | 18                  | 4                 |                |                    |                   |                    |                |                   |
| Design - Drainage Plan & Profile                                                        | 1                 | 24                  | 32                | 16             |                    |                   |                    |                |                   |
| Total Manhours                                                                          | 4                 | 64                  | 48                | 16             |                    |                   |                    |                |                   |
| Rates per hour                                                                          | \$168.00          | \$120.00            | \$91.00           | \$71.00        |                    |                   |                    |                |                   |
| Total Fee                                                                               | \$672.00          | \$7,680.00          | \$4,368.00        | \$1,136.00     |                    |                   |                    |                |                   |
| <b>Total Task 3 = \$13,856</b>                                                          |                   |                     |                   |                |                    |                   |                    |                |                   |
| <b>Task 4 - Additional Design</b>                                                       |                   |                     |                   |                |                    |                   |                    |                |                   |
| Concept                                                                                 |                   |                     |                   |                |                    |                   |                    |                |                   |
| Alignments                                                                              | 4                 | 24                  | 24                |                |                    |                   |                    |                |                   |
| Database                                                                                |                   |                     |                   |                |                    |                   |                    |                |                   |
| Survey - Control                                                                        | 2                 |                     |                   |                |                    | 12                |                    | 16             | 16                |
| Survey - Topographic                                                                    |                   |                     |                   |                |                    | 8                 |                    | 24             | 24                |
| Survey - Property resolution (7 parcels)                                                |                   |                     |                   |                |                    | 12                | 12                 |                |                   |
| Survey - CAICE Processing                                                               |                   |                     | 8                 |                |                    | 4                 | 8                  |                |                   |
| Environmental                                                                           |                   |                     |                   |                |                    |                   |                    |                |                   |
| Additional 1500' of impacts                                                             | 2                 | 40                  | 40                |                |                    |                   |                    |                |                   |
| Preliminary Plans                                                                       |                   |                     |                   |                |                    |                   |                    |                |                   |
| Design - Horizontal & Vertical Alignment                                                | 4                 | 18                  | 8                 | 4              |                    |                   |                    |                |                   |
| Design - Cross Sections                                                                 |                   | 18                  | 4                 | 4              |                    |                   |                    |                |                   |
| Design - Drainage Plan & Profile                                                        |                   | 18                  | 24                | 24             |                    |                   |                    |                |                   |
| Design - Drainage Report                                                                |                   | 12                  |                   |                |                    |                   |                    |                |                   |
| Design - Driveway Plan & Profiles                                                       |                   | 3                   | 3                 | 2              |                    |                   |                    |                |                   |
| Design - Erosion Control                                                                |                   | 8                   | 16                | 4              |                    |                   |                    |                |                   |
| Design - Signing & Marking                                                              |                   | 18                  | 16                |                |                    |                   |                    |                |                   |
| Design - Utility Plans                                                                  |                   | 4                   |                   | 16             |                    |                   |                    |                |                   |
| Design - Staging Plans                                                                  |                   | 12                  | 8                 |                |                    |                   |                    |                |                   |
| Design - Quantities                                                                     |                   | 4                   | 4                 |                |                    |                   |                    |                |                   |
| R/W Plans                                                                               |                   |                     |                   |                |                    |                   |                    |                |                   |
| Additional 7 parcels & revise during acquisition                                        | 2                 | 32                  | 32                |                |                    | 12                |                    | 24             | 24                |
| Survey - R/W Staking                                                                    | 2                 |                     |                   |                |                    |                   |                    |                |                   |
| Final Plans                                                                             |                   |                     |                   |                |                    |                   |                    |                |                   |
| Design - Address Review Comments                                                        | 4                 | 60                  | 80                |                |                    |                   |                    |                |                   |
| Total Manhours                                                                          | 20                | 283                 | 247               | 54             |                    | 48                | 20                 | 84             | 84                |
| Rates per hour                                                                          | \$168.00          | \$120.00            | \$91.00           | \$71.00        |                    | \$120.00          | \$93.00            | \$63.00        | \$60.00           |
| Total Fee                                                                               | \$3,360.00        | \$34,560.00         | \$22,477.00       | \$3,834.00     |                    | \$5,760.00        | \$1,860.00         | \$5,212.00     | \$5,040.00        |
| Direct Cost Geotechnical Subcontractor = \$6,500.00                                     |                   |                     |                   |                |                    |                   |                    |                |                   |
| <b>Total Task 4 = \$83,983</b>                                                          |                   |                     |                   |                |                    |                   |                    |                |                   |
| <b>Task 5 - Update Survey, Database &amp; Property Information</b>                      |                   |                     |                   |                |                    |                   |                    |                |                   |
| Database                                                                                |                   |                     |                   |                |                    |                   |                    |                |                   |
| Survey - Walk Thru to Identify Areas                                                    |                   |                     |                   |                |                    | 18                |                    |                |                   |
| Survey - Update Topographic                                                             |                   |                     |                   |                |                    |                   |                    | 80             | 80                |
| Survey - Update Properties                                                              |                   |                     | 18                |                |                    | 40                | 18                 | 16             | 16                |
| Survey - Update CAICE                                                                   |                   |                     |                   |                |                    |                   |                    |                |                   |
| Survey - Update Microstation Drawing                                                    |                   |                     | 25                |                |                    | 8                 | 40                 |                |                   |
| Preliminary Plans                                                                       |                   |                     |                   |                |                    |                   |                    |                |                   |
| Design - Update based upon updated survey                                               | 4                 | 40                  | 40                |                |                    | 64                | 88                 | 96             | 96                |
| Total Manhours                                                                          | 4                 | 40                  | 40                |                |                    | 64                | 88                 | 96             | 96                |
| Rates per hour                                                                          | \$168.00          | \$120.00            | \$91.00           |                |                    | \$120.00          | \$93.00            | \$63.00        | \$60.00           |
| Total Fee                                                                               | \$672.00          | \$4,800.00          | \$3,710.00        |                |                    | \$7,680.00        | \$8,144.00         | \$6,048.00     | \$5,760.00        |
| Direct expenses (Mileage, plots, lodging and etc.) = \$3,600.00                         |                   |                     |                   |                |                    |                   |                    |                |                   |
| <b>Total Task 5 = \$42,735</b>                                                          |                   |                     |                   |                |                    |                   |                    |                |                   |
| <b>Task 6 - Additional Erosion Control Plan Requirements</b>                            |                   |                     |                   |                |                    |                   |                    |                |                   |
| Preliminary Plans                                                                       |                   |                     |                   |                |                    |                   |                    |                |                   |
| Design - New Standards                                                                  | 1                 | 18                  | 40                | 40             |                    |                   |                    |                |                   |
| Final Plans                                                                             |                   |                     |                   |                |                    |                   |                    |                |                   |
| Design - Revisions                                                                      | 1                 | 8                   | 24                | 18             |                    |                   |                    |                |                   |
| Total Manhours                                                                          | 2                 | 24                  | 64                | 58             |                    |                   |                    |                |                   |
| Rates per hour                                                                          | \$168.00          | \$120.00            | \$91.00           | \$71.00        |                    |                   |                    |                |                   |
| Total Fee                                                                               | \$336.00          | \$2,880.00          | \$5,824.00        | \$4,118.00     |                    |                   |                    |                |                   |
| <b>Total Task 6 = \$13,018</b>                                                          |                   |                     |                   |                |                    |                   |                    |                |                   |
| <b>Task 7 - Environmental</b>                                                           |                   |                     |                   |                |                    |                   |                    |                |                   |
| Coordination w/ US Fish and Wildlife                                                    |                   |                     |                   |                |                    |                   |                    |                |                   |
| Longitudinal Stream Encroachment                                                        |                   |                     | 40                | 80             | 8                  |                   |                    |                |                   |
| Ecology                                                                                 |                   |                     |                   |                |                    |                   |                    |                |                   |
| GDOT Scope Criteria Change (2003)                                                       |                   |                     | 40                | 80             | 12                 |                   |                    |                |                   |
| Stream Buffer Variance                                                                  |                   |                     | 40                | 80             | 8                  |                   |                    |                |                   |
| Waters/Wetlands                                                                         |                   |                     |                   |                |                    |                   |                    |                |                   |
| Individual 404 Permit preparation                                                       |                   |                     | 80                | 80             | 16                 |                   |                    |                |                   |
| Practical Alternatives Report                                                           |                   |                     | 40                | 80             | 24                 |                   |                    |                |                   |
| NEPA Policy Change                                                                      |                   |                     |                   |                |                    |                   |                    |                |                   |
| Analysis for Community Impact                                                           |                   |                     | 40                | 80             | 16                 |                   |                    |                |                   |
| NEPA Public Involvement Requirements                                                    |                   |                     |                   |                |                    |                   |                    |                |                   |
| Plans                                                                                   |                   |                     | 4                 | 40             | 4                  |                   |                    |                |                   |
| EJ Plan                                                                                 |                   |                     | 4                 | 4              | 4                  |                   |                    |                |                   |
| Additional outreach for Public hearing                                                  |                   |                     | 4                 | 8              | 4                  |                   |                    |                |                   |
| Total Manhours                                                                          |                   |                     | 272               | 518            | 96                 |                   |                    |                |                   |
| Rates per hour                                                                          |                   |                     | \$91.00           | \$71.00        | \$148.00           |                   |                    |                |                   |
| Total Fee                                                                               |                   |                     | \$24,752.00       | \$36,778.00    | \$14,112.00        |                   |                    |                |                   |
| <b>Total Task 7 = \$75,634</b>                                                          |                   |                     |                   |                |                    |                   |                    |                |                   |
| <b>Task 8 - Project Management</b>                                                      |                   |                     |                   |                |                    |                   |                    |                |                   |
| Project Management Time for delays                                                      |                   | 200                 |                   |                |                    |                   |                    |                |                   |
| Total Manhours                                                                          |                   | 40                  |                   |                |                    |                   |                    |                |                   |
| Rates per hour                                                                          |                   | \$168.00            |                   |                |                    |                   |                    |                |                   |
| Total Fee                                                                               |                   | \$6,720.00          |                   |                |                    |                   |                    |                |                   |
| <b>Total Task 8 = \$30,720</b>                                                          |                   |                     |                   |                |                    |                   |                    |                |                   |
| <b>Task 9 - Escalation due to Schedule Delays</b>                                       |                   |                     |                   |                |                    |                   |                    |                |                   |
| Concept Escalation (2002-2004)                                                          |                   |                     |                   |                |                    |                   |                    |                | \$1,007           |
| Environmental Escalation (2002-2006)                                                    |                   |                     |                   |                |                    |                   |                    |                | \$2,300           |
| Preliminary Plan Escalation (2002-2008)                                                 |                   |                     |                   |                |                    |                   |                    |                | \$6,138           |
| R/W Plan Escalation (2002-2007)                                                         |                   |                     |                   |                |                    |                   |                    |                | \$2,004           |
| Final Plan Escalation (2002-2009)                                                       |                   |                     |                   |                |                    |                   |                    |                | \$17,732          |
| <b>Total Task 9 = \$29,272</b>                                                          |                   |                     |                   |                |                    |                   |                    |                |                   |
| <b>Total Supplemental = \$543,881</b>                                                   |                   |                     |                   |                |                    |                   |                    |                |                   |

Total Supplemental = \$543,881

**Windsor Spring Road  
Agenda Item  
Support Documentation for Supplemental Agreement Number 2  
August 23, 2006**

**Task 1: Realignment of Travis Road/Spirit Creek Road**

On 7/31/06 the Engineering Department requested JJG to provide a fee proposal to realign Travis Road to Spirit Creek Road. This realignment will enhance the traffic flow associated with the new school that was opened August, 2006 in this vicinity.

JJG assumes developing 3 concept layouts utilizing a rural typical section. The realignment options to be considered include a direct connection from Spirit Creek Road to Kingsgate Drive with upgrades along Kingsgate Drive to Travis Road; and several "s-curve" connections from Spirit Creek Road to Travis Road with varying degrees of impact to the existing properties. The design speed is 40 mph. Topographic and property surveys will be required along the proposed alignments.

The impacted area is considered an Environmental Justice (EJ) area and another public information meeting will be required for the area residents. An EJ analysis will be required and the environment document will be modified during the re-evaluation process.

**Task 2: Signal Warrant Study & Traffic Update**

After the Public Information Open House on 10/18/06 GDOT requested that JJG provide an updated traffic study and signal warrant study for these projects. The signal warrant study will include the 4 intersections in the original scope of work and the other 6 that have been identified for study, bringing the total to 10 intersections. The updated traffic study will reflect traffic projections to year 2031. The studies have been completed.

**Task 3: Revisions based upon revised traffic study**

Based on the updated traffic study results as indicated in task 2, longer turn bay lengths will be required throughout the corridor for all intersections.

**Task 4: Additional Design**

The original project limits as indicated in the contract are clearly identified as SR 88 to Tobacco Road and improvements to the SR 88 intersections and its approaches. At a meeting on 1/6/03 between the Engineering Department, GDOT and JJG it was agreed to extend the project limits approximately 1500 feet south of the SR 88/Windsor Spring Road intersection.

**Task 5: Update survey and property information databases**

Since JJG received the Notice to Proceed on 7/3/01 work on the project has been delayed for environmental issues and reviews, numerous concept revisions and now the request to update the traffic study (task 2). Given these delays JJG will need to update the survey and property information databases. It is recommended to incorporate the updated databases into the preparation of preliminary plans and right of way plans. The benefit to

the City will be that current property owner information would be used and minimal changes due to outdated information would be made during right of way acquisition (excluding revisions associated with right of way negotiations).

**Task 6: Additional Erosion Control Plan Requirements**

When the Notice to Proceed was issued on 7/3/01 the erosion control plans could be prepared without staging. Now GDOT requires a stand alone set of erosion control plans for each stage of construction. This is a significant addition to the original scope of work.

**Task 7: Environmental**

GDOT and the federal regulatory agencies that are involved in the approval of the environmental document have updated their regulatory requirements and policies. The new requirements that were not included as part of the original scope of work are: (A) coordination with U S Fish & Wildlife for longitudinal stream encroachments; (B) stream buffer variances; (C) GDOT updated their ecology requirements in 2003 which has resulted in additional ecology evaluation; (D) an Individual Army Corps of Engineers 404 permit is required due to the longitudinal stream encroachments; (E) current NEPA guidelines require more detailed analysis of impact to the community; (F) FHWA requested that additional public involvement efforts should be made which resulted in publication/distribution of 5,000 flyers to the schools and community.

**Task 8: Project Management**

The final design was originally scheduled to be completed in March, 2003. Given the delays noted above, JJG has provided project management for 40 additional months. JJG is asking for compensation for this project management time and administration time.

**Task 9: Escalation due to schedule delays**

JJG is seeking compensation for salaries and cost escalation of approximately 4% per year due to the numerous schedule delays mentioned in task 5.

**Total of Tasks 1 – 9**

|                                                                |                  |
|----------------------------------------------------------------|------------------|
| • Task 1: realignment of Travis Rd/Spirit Creek Rd             | \$198,735        |
| • Task 2: signal warrant study & updated traffic data          | 53,700           |
| • Task 3: revisions associated with updated traffic data       | 13,856           |
| • Task 4: additional design due to extension of project limits | 83,983           |
| • Task 5: update survey & property owner databases             | 42,735           |
| • Task 6: additional erosion control requirements              | 13,016           |
| • Task 7: environmental                                        | 75,834           |
| • Task 8: project management                                   | 30,720           |
| • Task 9: escalation due to schedule delays                    | 31,272           |
|                                                                | <hr/>            |
| • TOTAL                                                        | <b>\$543,851</b> |

**AUGUSTA-RICHMOND COUNTY  
DEPARTMENT OF PUBLIC WORKS & ENGINEERING  
SUPPLEMENTAL AGREEMENT**

ARC Project Number: 323-04-29982376/299823786  
Project No. STP-7007 (6) & STP-1105 (4), PI 250610 & 254320  
Supplemental Agreement Number. 2  
P.O.: 53296

WHEREAS, We, **Jordan, Jones & Goulding**, Consultant, entered into a contract with Augusta-Richmond County on June 27, 2001, for engineering design services associated with the improvements to Windsor Spring Road from State Route 88 in Hephzibah to Tobacco Road, projects STP-7007 (6) & STP-1105 (4), File Reference No. 06-014 (A), and

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

**Additional engineering services required in accordance with the letter  
dated August 21, 2006 and outlined in tasks 1 – 9.**

It is agreed that as a result of the above described modification the contract amount is increased by \$543,851 from \$1,079,796.71 to a new total of \$1,623,647.71.

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

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

This \_\_\_\_\_ day of \_\_\_\_\_, 2006.

**RECOMMEND FOR APPROVAL:**

CITY OF AUGUSTA-RICHMOND COUNTY  
AUGUSTA, GEORGIA

\_\_\_\_\_  
Mayor

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

ATTEST:

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

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

ATTEST:

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





**Engineering Services Committee Meeting  
10/30/2006 1:30 PM  
Pest Control RFP**

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**Department:**

**Caption:** Discuss RFP for pest control services for 2007. (Requested by Commissioner Joe Bowles)

**Background:**

**Analysis:**

**Financial Impact:**

**Alternatives:**

**Recommendation:**

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

**REVIEWED AND APPROVED BY:**

**Clerk of Commission**

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