



Engineering Services Committee Meeting Committee Room- 9/28/2009- 1:00 PM

ENGINEERING SERVICES

1. Approve contract with Modern Roofing, low bidder, in the amount of \$14,350.00 to replace the roof on the Maintenance Division's administrative building located at 2316 Tobacco Road. ☐ [Attachments](#)
2. Authorize Augusta Utilities Department to submit an application to the Georgia Environmental Facilities Authority (GEFA) for the Butler Creek Interceptor Upgrade–Phase I Project under the American Recovery and Reinvestment Act of 2009 (ARRA) appropriated by Congress. ☐ [Attachments](#)
3. Authorize Augusta Utilities Department to submit an application to the Georgia Environmental Facilities Authority (GEFA) for the Butler Creek Interceptor Upgrade–Phase II Project under the American Recovery and Reinvestment Act of 2009 (ARRA) appropriated by Congress. ☐ [Attachments](#)
4. Award construction contract to RW Allen, LLC in the amount of \$721,287.00. This award will include renovations to the AGL building, asphalt resurfacing of the parking lot, installation of the SCADA system, and installation of IT components. ☐ [Attachments](#)
5. Motion to award contract for new construction of sanitary sewer services and sewer mains to Eagle Utility Contracting, Inc. in the amount of \$1,567,880.50. ☐ [Attachments](#)
6. Motion to award contract for new construction of sanitary sewer mains to John D. Stephens, Inc. in the amount of \$8,104,210.46. ☐ [Attachments](#)
7. Approve contract for consultant services related to the Department of Energy's Energy Efficiency and Conservation Block Grant. ☐ [Attachments](#)
8. Motion to approve CSX-623629 Facility Encroachment Agreement. ☐ [Attachments](#)
9. Approve the Deed of Dedication and Road Resolution submitted by the Augusta Engineering Department for Fedex Drive. ☐ [Attachments](#)
10. Approve re-designation of Ordinance setting standards for private roads used by law enforcement, fire department and other emergency vehicles. ☐ [Attachments](#)

- 11.** Execute two (2) Relocation Agreements from Georgia Power and approve their request for payment of \$271,874 to relocate their distribution facilities on the St. Sebastian Way/Greene Street/15th Street project, CPB #324-041110-202824003 as requested by the Engineering Department. Funding is available in the project utility account. ☐ [Attachments](#)
- 12.** Approve the deeds of dedication and road resolutions submitted by the Engineering and Augusta Utilities Departments for Walden Place Subdivision. ☐ [Attachments](#)

www.augustaga.gov



**Engineering Services Committee Meeting
9/28/2009 1:00 PM
2316 Tobacco Road Roof Replacement**

Department: Public Services Department - Maintenance Division

Caption: Approve contract with Modern Roofing, low bidder, in the amount of \$14,350.00 to replace the roof on the Maintenance Division's administrative building located at 2316 Tobacco Road.

Background: The existing roof is showing signs of serious deterioration. This facility is the administrative building for the Maintenance Division. It is essential that this roof be replaced to promote a safe work environment and to protect valuable electronic equipment.

Analysis: Five firms had an opportunity to bid on this project. Three were non-compliant.

Financial Impact: Modern Roofing was the lowest bidder at \$14,350.

Alternatives: #1. Approve contract with Modern Roofing, low bidder, in the amount of \$14,350.00 to replace the roof on the Maintenance Division's administrative building located at 2316 Tobacco Road. #2. None Recommended

Recommendation: Alternative #1.

Funds are Available in the Following Accounts: Funding for this project is available in: GL 272016215/JL 207272008

REVIEWED AND APPROVED BY:

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

UNOFFICIAL Bid Item #09-142 Shingle Roof Replacement - Tobacco Road For the City of Augusta - Public Services Department - Maintenance Division Bid Opening Date: Wednesday, August 26, 2009 at 3:00 p.m. UNOFFICIAL		Vendors: I and E Specialist 141 Riverchase Way Lexington, SC 29072		Modern Roofing 1241 Gordon Hwy Augusta, GA 30901		Skyline Construction 996 Milledgeville Road Eatonton, GA 31024		Horizon Construction P.O. Box 798 Evans, GA 30809		Southern Roofing 511 Skyview Drive Augusta, GA 30901	
		YES		YES		YES		YES		YES	
Statement of Non-Discrimination		YES		YES		YES		YES		YES	
Conflict of Interest		YES		YES		YES		YES		YES	
Contractor Affidavit & Agreement		YES		YES		NON-COMPLIANT Incorrect E-Verify #		YES		NON-COMPLIANT Missing E-Verify #	
Subcontractor Affidavit & Agreement		YES		YES		YES		YES		YES	
Non-Collusion Affidavit of Bidder		YES		YES		YES		YES		YES	
Non-Collusion Affidavit Subcontractor		YES		YES		YES		YES		YES	
Local Small Business Good Faith Efforts		YES		YES		YES		YES		YES	
Local Small Business Subcontractor/Supplier Utilization Plan		YES		YES		YES		YES		YES	
Addendum		YES		YES		YES		YES		YES	
Bid Bond		YES		YES		YES		YES		YES	
Lump Sum Pricing		\$21,000.00		\$14,350.00		NON-COMPLIANT INCORRECT E-VERIFY #		NON-COMPLIANT DID NOT RETURN SECTIONS 1 AND 2 OF SPECIFICATIONS		NON-COMPLIANT MISSING E-VERIFY #	
Replace Plywood Decking (per 4 x 8 Sheet)		\$75.00		\$72.50							
Replace wood fascia (per LF)		\$3.50		\$3.50							
Completion Date		9/30/2009		10/15/2009							

Invitation to Bid

Sealed bids will be received at this office until Wednesday, August 26, 2009 at 3:00 P.M. for furnishing:

Bid Item 09-142 Shingle Roof Replacement – Tobacco Road for Public Service – Maintenance Division

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

Gerri A. Sams
Procurement Department
530 Greene Street - Room 605
Augusta, Georgia 30901
706-821-2422

BID documents may be obtained at the office of Augusta, GA Procurement Department, 530 Greene Street – Room 605, Augusta, GA 30901. Documents may be examined during regular business hours at the offices of Augusta, GA Procurement Department. **A Mandatory Pre-Bid Conference will be held on Friday, August 7, 2009 @ 10:00 a.m. in the Procurement Department Room 605. All questions must be submitted in writing to the office of the Procurement Department by Tuesday, August 11, 2009 @ 3:00 p.m. by fax at 706-821-2811 or by mail.** .No bid will be accepted by fax, all must be received by mail or hand delivered.

No Bid may be withdrawn for a period of **90** 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 bidders' qualifications; a 100% performance bond and a 100% payment bond will be required for award.**

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. All specific requirements contained in the invitation to bid including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waiveable or modifiable by the Procurement Director. 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 placed the bidder at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle July 16, 23, 30, August 6, 2009
Metro Courier July 22, 2009

cc: Tameka Allen Interim Deputy Administrator
 Mike Greene Public Service
 Dennis Stroud Public Service – Maintenance Division

Mandatory Pre-Bid Meeting

Bid Item #09-142

Shingle Roof Replacement – Tobacco Road
For the City of Augusta – Public Services Department - Maintenance
Friday, August 7, 2009 at 10:00 a.m.

PLEASE PRINT

NAME	COMPANY/DEPT.	ADDRESS/CITY/STATE/ZIP CODE	TELEPHONE NUMBER	FAX NUMBER	Prime/Sub/
1. STEVE JOHNSON SKYLINE CONSTRUCTION SERVICES, INC.	SKYLINE CONSTRUCTION SERVICES, INC.	996 MILLLEDGEVILLE RD EATONTON, GA 31024	706- 885 4207	706-485-7984	PRIME
2. MODERIN ROOFING in smoke sabana	INLET MOOR	1241 Gordon Park Rd Augusta, GA 30901	706-722-6461	706-722-8426	PRIME
3. Southern Roofing Bob STEVENS	Southern Rf g	511 Skyview Dr Augusta, GA 30901	706-1-4353	706-724-3444	PRIME
4. Wayne Shelly	Public Services	2316 Tobacco Rd. Augusta, GA 30906	706-706-7062	706-771-2966	N/A
5. Vic Camp	Vanguard Roofing	490 Sun Valley Drive Sulphur, LA 70685	404-418-9285	706-435-8794	PRIME
6. Henry L. Henderson	Horizon Construction & Associates, Inc.	P.O. Box 798 Evans, Georgia 30809	706-210-8624	706-210-8625	PRIME
7. Joe Hanson	LE Schwartz & Son	279 Reid St Macon GA 31206	478 745 6563	478 745 8211	PRIME
8. Wayne Shelly	DBE Dept.		706-831-2406		
9. Andree Samon	Land E Spel:	144 Riverchase Way Lex SC.	803-796-8961	803-796-4400	PRIME
10. Joseph Jackson	ABELARD CONST.	13012 MORRIS ROAD ALPHARETTA, GA	770 576 2085	770 576 3901	PRIME
11. William M. White	Square Construction	P.O. Box 1888 Spartanburg, SC 29304	404-914-8854	404-352-	PRIME
12. Darrell White	Procurement		706 821-2423	706 821-2811	

Phyllis J. M. ILS
Procurement
706 821-2888 706 821-2811

PUBLIC SERVICES DEPARTMENT



Dennis Stroud
Assistant Director

Michael D. Greene
Interim Director

Date: September 14, 2009

To: Geri Sams
Director Procurement Department

From: Dennis Stroud
Assistant Director
Public Services Department

Subject: Bid Item 09-142 Shingle Roof Replacement

After reviewing each vendor's qualifications and prices; I recommend that we award the contract to replace the roof at 2316 Tobacco Road to Modern Roofing in the amount of \$14,350.

If you have any questions, or require additional information, please do not hesitate to contact me

Dennis Stroud
Assistant Director
Public Services Department

Maintenance Division
2316 Tobacco Road - Augusta, GA 30906
(706) 790-7062 - Fax (706) 771-2966
WWW.AUGUSTAGA.GOV

Item # 1

User: Mills, Phyllis

Organization:

City of Augusta, GA (Augusta Commission)

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Planholders List

Member Name City of Augusta, GA (Augusta Commission)

Bid Number ITB-09-142-0-2009/PJM

Bid Name Shingle Roof Replacement - Tobacco Road

2 Document(s) found for this bid

6 Planholder(s) found.

[Add Planholder](#)

Supplier Name ▲	Phone	Fax	Doc Count	Attributes	Programs	Actions
Accenture	5178620192	5179135911	2			Documents
Construction Journal, Ltd.	8007855165	8005817204	2			Documents
LE Schwartz & Son, Inc	4787456563	4787452711	2			Documents
Onvia, Inc. - Content Department	2063739500	8882637801	1			Documents
Reed Construction Data	8009018687	8775633534	2			Documents
Weiss & Woolrich Southern	9544199339	9544199337	2			Documents

Page 1 of 1

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Item # 1

Bidders List

Attachment number 5
Page 2 of 4

Bid Item # 09-142

Cost \$ ~~100~~

#	Company Name	Complete Mailing Adresse	Date	Spec #	Initials	Mailed by
1	ABELARD CONSTRUCTION ATTN JUDAH JACKSON 13010 MORRIS ROAD STE 600 ALPHARETTA GA 30004	770-576-1811 770-576-2411 FAX	8/3/09		SP	U.S. Mail
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						

Vic Camp
Estimator

vcamp@vroofing.com
cell: 678.577.9735
office: 404.418.9205
fax: 770.643.5879

490 Sun Valley Drive, Suite 101
Roswell, GA 30076
www.vroofing.com



8/7/09

NW

P.22-up

Bidders List

Attachment number 5
Page 3 of 4

Bid Item # 09-142 Cost \$ 0

#	Company Name	Complete Mailing Address	Date	Spec #	Initials	Mailed by
1	Awnings Gutters Screen Rooms Patio Covers Carports	Roofing Vinyl Siding Windows Doors Screens	706 FAX 556-3637	7/21/09	SP	Pick up
2			706 556-3637			
3			FAX + office same #			
4		Gary Love Owner Licensed Bonded & Insured P: 706-799-5387 F: 706-556-3637				
5	RYCARS CONSTRUCTION LLC ATTN MERI GATES 5101 BUFFINGTON RD STE 3444-B COLLEGE PARK GA 30349	770-484-9089 770-484 9059 FAX	7/21/09		SP	U.S. mail
6						
7	VANGUARD ROOFING SYSTEMS ATTN VIC CAMP 490 SUN VALLEY DR STE 101 ROSWELL GA 30076	678-577-9735 cell 770-387-1413 FAX	7/21/09		SP	U.S. mail
8						
9	AUGUSTA BUILDERS EXCHANGE 1262 MERRY STREET AUGUSTA GA 30904 ATTN JOAN KENNEDY		7/21/09		SP	U.S.
10						
11	Horizon Construction Assoc. P.O. Box 798 Evans, GA 30809	P- 706-210-8624 F- 706-210-8625	7-30-09		SP	Pick-Up
12	Henry Henderson					
13	 09-140 09-142 TRAN CONSTRUCTION SM BUILDING QUALITY & DELIVERING EXCELLENCE SM Florida Lic. # CGC060092 Georgia Lic. # GCCO001759 Email: adiaz@tranconstruction.com	ANGEL DIAZ PROJECT MANAGER 1000 NW 54 St. Miami, Florida 33127 Phone: 305.756.7756, Ext.115 Facsimile: 305.756.7780 3855 Red Oak Court Martinez, GA 30907 Mobile: 305.525.1009 Fax: 706.855.8662	7/21/09		SP	Pick-up
14						
15						

BONE DRY ROOFING CO
ATTN KEN HAIR
PO BOX 211106
AUGUSTA GA 30917

WATTS & ASSOCIATES ROOFING
ATTN RICK O'CONNOR
7416 FAIRFIELD ROAD
COLUMBIA SC 29203

ALL-PRO ROOFING
ATTN: LARRY MILLER
5215 S ROYAL ATLANTA DRIVE
TUCKER, GA 30084

THOMSON ROOFING
ATTN CHARLIE TOBUREN
PO BOX 185
THOMSON GA 30824

SKYLINE CONSTRUCTION SERVICES
ATTN STEVE JOHNSON
996 MILLEDGEVILLE ROAD
EATONTON GA 31024

SUPERIOR COMMERCIAL ROOFING
ATTN TONY FERRANTE
4701 GRANITE DRIVE
TUCKER GA 30084

ROOFING PROFESSIONALS INC
ATTN KEN SULLIVAN
429 LONGWOOD DRIVE
RICHMOND HILL GA 31324

JOHN MANVILLE
ATTN: JUSTIN COOPER
927 KING HORN COURT
SUGAR HILL, GA 30518

YOUNG ROOFING
ATTN DAVID JUSTICE
311 PADRICK STREET
MARTINEZ GA 30907

NATIONS ROOF
ATTN BYAN MIXER
1633 BLAIRS BRIDGE ROAD
LITHIA SPRINGS GA 30122

MODERN ROOFING METAL & WORKS
ATTN IVEY MOCK
1241 GORDON PARK ROAD
AUGUSTA GA 30901

CAROLINA ROOFING
ATTN: BILL MACARTHUR
4675 FRANCHISE STREET
NORTH CHARLESTON, SC 29418

RYCARS LLC
ATTN LAWRENCE ADAMS
5101 BUFFINGTON RD #34440
COLLEGE PARK GA 30349

SUNBELT BUILDERS
ATTN: DOUG MURDAUGH
10641 HIGHWAY 36
COVINGTON, GA 30014

SOUTHEAST ROOFING SOLUTIONS
ATTN HAMP OLIVER
800 HIGHWAY 80 WEST
STATESBORO GA 30458

VANGUARD
ATTN VIC CAMP
490 SUN VALLEY DR STE 101
ROSWELL GA 30076

COMMERCIAL ROOF MGMT SVCS
ATTN JASON TOLBERT
125 TRADE STREET
BOGART GA 30622

I AND E SPECIALTIES
ATTN: DOUG MCDOWELL
141 RIVERCHASE WAY
LEXINGTON, SC 29072

SOUTHERN ROOFING
ATTN BOB STEVENS
511 SKYVIEW DRIVE
AUGUSTA GA 30901

TWO STATE CONSTRUCTION
ATTN: JIM MCFADZEN
P. O. BOX 239
THOMSON, GA 30824

DENNIE STROUD
PUBLIC SERVICES
MAINTENANCE DIVISION

YVONNE GENTRY
DBE COORDINATOR
HATCHER BUILDING

MIKE GREENE
PUBLIC SERVICES DEPARTMENT
HATCHER BUILDING

MAILED 7/16/09

BID ITEM #09-142
SHINGLE ROOF REPLACEMENT
TOBACCO ROAD
PUBLIC SERVICES – MAINTENANCE DIV BID
BID DUE WED 8/26/09 @ 3:00 P.M.



**Engineering Services Committee Meeting
9/28/2009 1:00 PM**

Application Submittal for Butler Creek Interceptor Upgrade–Phase I to GEFA

Department:	Utilities
Caption:	Authorize Augusta Utilities Department to submit an application to the Georgia Environmental Facilities Authority (GEFA) for the Butler Creek Interceptor Upgrade–Phase I Project under the American Recovery and Reinvestment Act of 2009 (ARRA) appropriated by Congress.
Background:	The Augusta Utilities Department recently received notice that three of the projects submitted for consideration to the Georgia Environmental Facilities Authority (GEFA) allotment under the American Recovery and Reinvestment Act of 2009 (ARRA) and the 2009 Title VI allotment appropriated by Congress have been deemed acceptable and placed on a Fundable Priority List. The three projects listed on the Fundable Priority List were: Butler Ck Interceptor Upgrade - Phase I Butler Ck Interceptor Upgrade - Phase II Main Interceptor - Phase I In accordance with GEFA guidelines, only one project could be advanced in the process at that time. The Augusta Commission authorized the submittal of the Main Interceptor – Phase I Project in May 2009. We have been recently advised by GEFA that both Butler Creek Phase I and II were now eligible for funding.
Analysis:	The application process and ultimately funding of projects is dependent on project readiness and the projects ability to proceed expeditiously.
Financial Impact:	This agenda item is for informational purposes. No funds are being requested at this time.
Alternatives:	No alternatives are recommended.
Recommendation:	We recommend the Commission authorize the Augusta Utilities Department to submit an application to the Georgia Environmental Facilities Authority (GEFA) for the Butler Creek Interceptor Upgrade–Phase I.
Funds are Available in the Following Accounts:	This agenda item is for informational purposes. No funds are being requested at this time.

REVIEWED AND APPROVED BY:

Cover Memo

Item # 2

Finance.

Procurement.
Law.
Administrator.
Clerk of Commission



**Engineering Services Committee Meeting
9/28/2009 1:00 PM**

Application Submittal for Butler Creek Interceptor Upgrade–Phase II to GEFA

Department:	Utilities
Caption:	Authorize Augusta Utilities Department to submit an application to the Georgia Environmental Facilities Authority (GEFA) for the Butler Creek Interceptor Upgrade–Phase II Project under the American Recovery and Reinvestment Act of 2009 (ARRA) appropriated by Congress.
Background:	The Augusta Utilities Department recently received notice that three of the projects submitted for consideration to the Georgia Environmental Facilities Authority (GEFA) allotment under the American Recovery and Reinvestment Act of 2009 (ARRA) and the 2009 Title VI allotment appropriated by Congress have been deemed acceptable and placed on a Fundable Priority List. The three projects listed on the Fundable Priority List were: Butler Ck Interceptor Upgrade - Phase I Butler Ck Interceptor Upgrade - Phase II Main Interceptor - Phase I In accordance with GEFA guidelines, only one project could be advanced in the process at that time. The Augusta Commission authorized the submittal of the Main Interceptor – Phase I Project in May 2009. We have been recently advised by GEFA that both Butler Creek Phase I and II were now eligible for funding.
Analysis:	The application process and ultimately funding of projects is dependent on project readiness and the projects ability to proceed expeditiously.
Financial Impact:	This agenda item is for informational purposes. No funds are being requested at this time.
Alternatives:	No alternatives are recommended.
Recommendation:	We recommend the Commission authorize the Augusta Utilities Department to submit an application to the Georgia Environmental Facilities Authority (GEFA) for the Butler Creek Interceptor Upgrade–Phase II.
Funds are Available in the Following Accounts:	This agenda item is for informational purposes. No funds are being requested at this time.

REVIEWED AND APPROVED BY:

Cover Memo

Item # 3

Finance.

Procurement.
Law.
Administrator.
Clerk of Commission



**Engineering Services Committee Meeting
9/28/2009 1:00 PM**

Approve construction contract for Renovations of the Atlanta Gas Light Building for Augusta Utilities Department.

Department: Clifford A. Goins, Interim Director Augusta Utilities Department

Caption: Award construction contract to RW Allen, LLC in the amount of \$721,287.00. This award will include renovations to the AGL building, asphalt resurfacing of the parking lot, installation of the SCADA system, and installation of IT components.

Background: A facility was needed to house the Construction and Maintenance Division (CMD) of the Augusta Utilities Department. Currently construction and maintenance personnel are located at two separate primary locations that include the Peach Orchard Branch and the Highland Avenue Branch of the CMD. A central location with facilities adequate enough to house all of the CMD was located on Wylds Road. The former Atlanta Gas Light facility located on Wylds Road was determined to be the facility needed for the CMD of Augusta Utilities Department, and was purchased by the City. Renovations to the facility to upgrade it for use by CMD are needed. Renovation needs were identified, and an RFQ was issued. Contractors capable of performing the construction required at the facility submitted their qualifications.

Analysis: R.W. Allen, LLC was the responsive qualified firm chosen for construction of the Renovations of Atlanta Gas Light Building for Augusta Utilities Department. The quote for required renovations were evaluated by the AUD staff and award of the contract is recommended.

Financial Impact: Funds for this work are available in: 506043410-5413120

Alternatives: No alternatives are recommended.

Recommendation: Augusta Utilities Department recommends that R.W. Allen be awarded a contract to perform Renovations of Atlanta Gas Light Building for Augusta Utilities Department.

Funds are Available in the Following Accounts: FUNDS AVAILABLE IN THE FOLLOWING ACCOUNTS: 506043410-5413120

REVIEWED AND APPROVED BY:

Cover Memo

Item # 4

Finance.
Procurement.
Law.
Administrator.
Clerk of Commission

Augusta Utilities Department



Drew Goins, Interim Director

Jerry Delaughter, P.E., Interim Assistant Director

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

MEMO

DATE: September 17, 2009

TO: Geri Sams, Procurement Director

FROM: Drew Goins, Interim Director

SUBJECT: Augusta Utilities Dept. Renovation Project for the Former Atlanta Gas Light Bldg.

We have reviewed the Cost Estimate and submittals from R.W. Allen, LLC for the Augusta Utilities Department Renovation Project at the former Atlanta Gas Light Building on Wylds Road, and found the pricing to be acceptable.

I concur with the recommended award of subject renovation project to R.W. Allen, LLC in the amount of \$721,287.00.

Signature of Director:

REQUEST FOR QUALIFICATIONS

Request for Qualifications will be received at this office until Tuesday, May 12, 2009 @ 11:00 a.m. FOR FURNISHING:

RFQ ITEM #09-111 Renovations of the Atlanta Gas & Light Building for Utilities Department

RFQs will be received by: The Augusta Commission hereinafter referred to as the OWNER at the offices of:

Geri A. Sams, Director
Augusta Procurement Department
530 Greene Street - Room 605
Augusta, Georgia 30901

RFQ documents may be examined at the office of the Augusta, GA Procurement Department, 530 Greene Street – Room 605, Augusta, GA 30901. **A Mandatory Pre-Qualifications meeting will be held on Wednesday, April 29, 2009 @ 10:00 a.m. in the Procurement Department – Room 605. All questions must be submitted in writing to the office of the Procurement Department by Friday, May 1, 2009 @ 3:00 p.m. by fax at 706-821-2811 or by mail.** No RFQ 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.

No RFQ may be withdrawn for a period of **90** days after time has been called on the date of opening.

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. Please mark RFQ number on the outside of the envelope.

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

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle April 2, 9, 16, 23, 2009
Metro Courier April 8, 2009

cc: Tameka Allen Interim Deputy Administrator
 Drew Goins Utilities Department
 Russell Thies Utilities Department

RFQ Item #09-111 Renovations of the Atlanta Gas & Light Building for the City of Augusta - Utilities Department Bid Opening Date: Tuesday, May 19, 2009 @ 11:00 a.m.							
Vendors	Modern Design P.O. Box 121 Homer, GA 30547	Asurety Construction 1304 B Olympic Ct Conyers, GA 30012	Clifton Construction P.O. Box 949 Evans, GA 30809	McKnight Construction P.O. Box 198 Augusta, GA 30907	Vision Construction P.O. Box 200813 Cartersville, GA 30121	R. W. Allen 1015 Broad Street Augusta, GA 30901	Allen-Batchelor 1063 Franke Indust. Augusta, GA 30909
Statement of Non-Discrimination	Yes	Yes		Yes		Yes	Yes
Conflict of Interest	Yes	Yes		Yes		Yes	Yes
RFQ Form	Yes	Yes		Yes		Yes	Yes
Contractor Affidavit & Agreement	Yes	Yes		Yes		Yes	Yes
Subcontractor Affidavit	Yes	Yes		Yes		Yes	Yes
Non-Collusion Affidavit of Bidder/ Offeror	Yes	Yes		Yes		Yes	Yes
Non-Collusion Affidavit of Subcontractor	Yes	Yes		Yes		Yes	Yes
Local Small Business Good Faith Efforts	Yes	Yes		Yes		Yes	Yes
Local Small Business Subcontractor/ Supplier Utilization Plan	Yes	Yes		Yes		Yes	Yes
Addendums 1	Yes	Yes		Yes		Yes	Yes
Original	Yes	Yes		Yes		Yes	Yes
Site Copies	Yes	Yes		Yes		Yes	Yes

RFQ Item #09-111 Renovations of the Atlanta Gas & Light Building for the City of Augusta - Utilities Department Bid Opening Date: Tuesday, May 19, 2009 @ 11:00 a.m.						
Vendors	Gary L. McElmurray 181 Old Jackson Hwy Beech Island, SC 29842	Gaskin Construction 1527 Crescent Dr Augusta, GA 30907	Continental Const P.O. Box 204198 Augusta, GA 30917	Manhattan Const 26 Executive Park Drive, Suite 2600 Atlanta, GA 30329	Metro Plumbing 2312 Easy St., Suite B Snellville, GA 30078	
Statement of Non-Discrimination		Yes				
Conflict of Interest		Yes				
RFQ Form		Yes				
Contractor Affidavit & Agreement		Yes				
Subcontractor Affidavit		Form Not Executed				
Non-Collusion Affidavit of Bidder/Offeror		Yes				
Non-Collusion Affidavit of Subcontractor		Form Not Executed				
Local Small Business Good Faith Efforts		Yes				
Local Small Business Subcontractor/		Yes				
Addendums 1		Yes				
Original		Yes	No Bid Response	No Bid Response	Late	
Six Copies		Yes				

Evaluator # Cumulative

Qualification Rating Form
RFQ Item #09-111 - Renovation of the Atlanta Gas and Light Building
for the City of Augusta Utilities Department

		Weight	Allen-Batchelor 1063 Franke Indust. Augusta, GA 30909	Asurety Const. 1304 B Olympic Ct Conyers, GA 30012	McKnight Const. P.O. Box 198 Augusta, GA 30907	Modern Design P.O. Box 121 Homer, GA 30547	R. W. Allen 1015 Broad St. Augusta, GA 30901
Make-up of design build consortium		0.1	2.5	2.7	2.7	1.2	2.8
Resources of consortium		0.1	2.5	2.3	2.8	1.6	2.8
Experience in design and construction		0.2	2.4	2.8	2.7	1.6	2.7
Technical, process and operational expertise		0.2	2.2	2.5	2.7	1.4	2.7
Project organization / culture		0.1	2.8	2.7	2.6	1.4	2.6
References		0.1	2.8	2.4	2.9	2.2	2.8
Project Approach		0.1	2.1	2.8	2.3	1.3	2.8
Performance and Operation		0.1	2.3	2.3	2.3	2	2.3
Financial strength		P/F *					
Overall Total		3	2.42	2.58	2.64	1.57	2.69
* A grade of failure in this category from a majority of raters will result in the responding firm being removed from consideration regardless of its overall total		Please rate each area on the following scale of : poor = 1 average = 2 excellent = 3 The total score will automatically show the weighted score Maximum amount of points possible is 3					

Comments:

FYI: Process Regarding Request for Proposals and Request for Qualifications

§ 1-10-43

AUGUSTA-RICHMOND COUNTY CODE, READOPTED 7-10-2007

- (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, and
- (8) The number and scope of conditions attached to the bid by the bidder.

(j) *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.

(Ord. No. 6939, § 16, 1-2-07)

Sec. 1-10-44. Request for proposals.

Request for proposals shall be handled in the same manner as the bid process as described above for solicitation and awarding of contracts for goods or services with the following exceptions:

- (a) Only the names of the vendors making offers shall be disclosed at the proposal opening.
- (b) Content of the proposals submitted by competing persons shall not be disclosed during the process of the negotiations.
- (c) Proposals shall be open for public inspection after the award is made.
- (d) Proprietary or confidential information, marked as such in each proposal, shall not be disclosed without the written consent of the offeror.
- (e) Discussions may be conducted with responsible persons submitting a proposal

determined to have a reasonable chance of being selected for the award. These discussions will only be for the purpose of clarification to assure a full understanding of the solicitation requirement and responsiveness thereto.

- (f) Nonmonetary revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offers.
- (g) In conducting discussions with the persons submitting the proposals, there shall be no disclosure of any information derived from the other persons submitting proposals.

Sec. 1-10-45. Sealed proposals.

(a) *Conditions for use.* The competitive sealed proposals method may be utilized when the Augusta-Richmond County Administrator approves the written justification of the Procurement Director or using agency head that the sealed bid method is not in the best interest of Augusta-Richmond County. Generally, this method may be used when competitive sealed bidding (involving the preparation of detailed and specific specifications) is either not practicable or not advantageous to Augusta-Richmond County. In the case of procurement computer software, for example, it is in the best interest of Augusta-Richmond County to specify functional requirements and outputs, and allow the bidders to propose based on the closest available product(s) and software or software development services meeting our needs.

(b) *Request for proposals.* Competitive sealed proposals shall be solicited through a request for proposals (RFP).

(c) *Public notice.* Adequate public notice of the request for proposals shall be given in the same manner as provided in section 1-10-43(c)(Public Notice and Bidder's List); provided the normal period of time between notice and receipt of proposals minimally shall be fifteen (15) calendar days.

(d) *Pre-proposal conference.* A pre-proposal conference is not required but recommended for purposes of expounding on the requirements and

FYI: Process Regarding Request for Proposals
and Request for Qualifications

GENERAL GOVERNMENT

§ 1-10-46

soliciting vendor/contractor input. Such conferences should be scheduled at least five (5) days prior to the date set for receipt of proposals, and notice shall be handled in a manner similar to section 1-10-44(c)-Public Notice and Bidder's List.

(e) *Receipt of proposals.* Proposals will be received at the time and place designated in the request for proposals, complete with bidder qualification and technical information. Price information shall be separated from the proposal in a sealed envelope and opened only after the proposals have been reviewed and ranked.

The names of the respondents will be identified at the proposal opening; however, no proposal will be handled so as to permit disclosure of the detailed contents of the response until after award of contract. A record of all responses shall be prepared and maintained for the files and audit purposes.

(f) *Public inspection.* The responses will be open for public inspection only after contract award. Proprietary or confidential information marked as such in each proposal will not be disclosed without written consent of the offeror.

(g) *Evaluation and selection.* The request for proposals shall state the relative importance of price and other evaluation factors that will be used in the context of proposal evaluation and contract award. (Pricing proposals will not be opened until the proposals have been reviewed and ranked).

- (1) Selection committee. A selection committee, minimally consisting of representatives of the procurement office, the using agency, and the Administrator's office or their choice shall convene for the purpose of evaluating the proposals.
- (2) Preliminary negotiations. Discussions with the offerors and technical revisions to the proposals may occur. Discussions may be conducted with the responsible offerors who submit proposals for the purpose of clarification and to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions

and revision of proposals and such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of information derived from proposals submitted by competing offerors.

(h) *Final negotiations and letting the contract.* The Committee shall rank the technical proposals, open and consider the pricing proposals submitted by each offeror, and request final and best offers from the top ranked three firms if available. Award shall be made or recommended for award through the Augusta-Richmond County Administrator, to the responsible offeror whose proposal is determined to be the most advantageous to Augusta-Richmond County, taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation. The contract file shall contain a written report of the basis on which the award is made/recommended. The contract shall be awarded or let in accordance with the procedures set forth in this Section and Article 10, section 1-10-71 of this chapter. (Ord. No. 6939, § 16, 1-2-07)

Sec. 1-10-46. Authority to contract for special services.

As used in this section, special services are those professional services, such as those provided by physicians, architects, ministers, engineers, accountants and attorneys, which are normally obtained on a fee basis. In the procuring of professional services those departments which normally utilize such services may contract on their behalf for such service in accordance with this article provided that the following requirements are met:

- (a) The department must solicit the best possible contract with the person providing the professional service.
- (b) Negotiation with the person providing professional services shall include the department head and the Augusta-Richmond County Administrator.
- (c) The department shall obtain the approval of the Commission.

T1:147

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Planholders List

Member Name City of Augusta, GA (Augusta Commission)

Bid Number RFQ-09-111-0-2009/PJM

Bid Name Renovations of the Atlanta Gas & Light Building

1 Document(s) found for this bid

18 Planholder(s) found.

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Supplier Name ▲	Phone	Fax	Doc Count	Attributes	Programs	Actions
A & B Coatings Ilc	7279391717	7279399309	1			Documents
BRPH Companies, Inc.	3212547666	3212594703	1			Documents
Construction Journal, Ltd.	8007855165	8005817204	1			Documents
CST Environmental, Inc.	9725798939	9725799009	1			Documents
iSqFt	8772271680	8665708187	1			Documents
Long Engineering, Inc	7709512495	0000000000	1			Documents
OLH, Inc.	4048810099	4041111111	1	1. Small Business 2. Woman Owned		Documents
Onvia, Inc. - Content Department	2063739500	8882637801	1			Documents
Reed Construction Data	8009018687	8775633534	1			Documents
S.D. Clifton Construction, Inc.	7067310978	7067334030	1			Documents

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Shakespeare Composite	8008009008	8008009007	1			Documents
Starion Construction Inc	9544736208	9544736208	1	1. African American Owned 2. Small Business		Documents
Stevens & Wilkinson	4045228888	4045216204	1			Documents
Turner Associates, Inc.	4046813214	4048807914	1			Documents
Vastec Group Inc	7068286502	7068286505	1	1. African American Owned 2. Small Business 3. Veteran Owned		Documents
Wharton-Smith, Inc.	4073218410	4073301092	1			Documents
Winter Construction	4045883300	4042231146	1			Documents
Wood+Partners Inc.	8436816618	8436817087	1			Documents

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Bidders List

Bid Item # 09-111 Cost \$ _____

#	Company Name	Complete Mailing Address	Date	Spec. #	Initials	Mailed by
1	Sommers Construction P. O. Box 950 Evans, GA 30809	Phone 706-855-7694	4-7-09		DW	U.S. mail
2	Attn: Patrick Sommers	Fax 888-260-1674				
3	R. W. Allen 1015 Broad Street Augusta, GA 30901		4-8-09		DW	U.S. mail
4						
5	Schneider Wright Inc. Attn: Joelle Tambuatco 2325 Lakeview Parkway, Suite 125 Alpharetta, GA 30009	Phone 678-339-0051	4-8-09		DW	U.S. mail
6		Fax 678-339-0052				
7	Reed Business Information Attn: Simone Smith 30 Technology Pkwy Suite 100 Norcross, GA 30092	Phone 770-209-3625	4-14-09		DW	Fed Ex
8		Fax 303-265-5249				
9	CWC Office Furnishings Attn: Mike Timmerman 4343 Northeast Expressway Atlanta, GA 30340	Phone 770-621-6663	4-14-09		DW	U.S. mail
10		Fax 770-491-6374				
11	McGraw-Hill Construction Dodge 1281 Broad Street Augusta, GA 30901	Phone	4-15-09		DW	U.S. mail
12	Attn: Linda Blackston					
13	J & B Construction Services Inc Attn: James Utsey 3550 Gordon Highway Grovetown, GA 30813	Phone 706-650-1512	4-22-09		DW	Pick-up
14		Fax 706-650-1513				
15	Johnson, Laschaber & Associates Angela Pelletier 1246 Broad St. Augusta, GA 30901	Phone- 706-724-5756 Fax (706) 724-3955	4/29			
16						

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2	Attn: Nicholas Dickinson	Fax 706-722-7488 706-724-1029				
3	Stevens & Wilkinson	Phone 100 Peachtree Street, NW, Suite 2500 Atlanta, GA 30303	4-2-09		DW	U.S. mail
4	Attn: Kim Thompkins	Fax 404-522-8888 404-521-6204				
5	Augusta Builders Exchange	Phone 1262 Merry Street Augusta, GA 30904	4-3-09		DW	U.S. mail
6	Attn: Joan Kennedy	Fax 706-736-3553 706-736-3509				
7	Winter Construction	Phone 191 Peachtree Street NE, Suite 2100 Atlanta, GA 30303	4-6-09		DW	U.S. mail
8	Attn: Lynette Jimenez	Fax 404-588-3300 404-223-1146				
9	McGraw-Hill Construction	Phone 4170 Ashford Dunwoody Rd, Suite 230 Atlanta, GA 30319	4-6-09		DW	U.S. mail
10	Attn: Tiffany Poole	Fax 404-303-5316				
11	Gaskin Construction Co. Inc	Phone 1527 Crescent Drive Augusta, GA 30909	4-7-09		DW	U.S. mail
12	Attn: Don Faglier	Fax 706-364-1982 706-364-1983				
13	Clifton Construction, Inc	Phone P.O. Box 949 Evans, GA 30809	4-7-09		DW	U.S. mail
14	Attn: Diane Coughlin	Fax 706-733-4030				
15	WMA Architects	Phone 348 Cotton Ave, Suite 500 Macon, GA 31201	4-7-09		DW	U.S. mail
16	Attn: Celeste Nutter	Fax 478-475-1380				

HOLDER CONSTRUCTION CO.
3333 RIVERWOOD PARKWAY
SUITE 400
ATLANTA, GA 30339
ATTN: DAVID W. MILLER

BRASFIELD & GORRIE LLC
1990 VAUGHN ROAD
SUITE 100
KENNESAW, GA 30144
ATTN: ERIC YOUNG

SKANSKA USA BUILDING, INC
70 ELLIS STREET NE
ATLANTA, GA 30303
ATTN: JEFF CROSS

HARDIN CONSTRUCTION
~~1380 WEST PACES FERRY ROAD NW~~
~~ATLANTA, GA 30328~~ *3301 Windy Ridge*
~~ATTN: EARL SHELL, JR.~~ *Pliny SE*
Atlanta, Ga. 30339 Suite 400

CHOATE CONSTRUCTION
8200 ROBERTS DRIVE STE 600
ATLANTA, GA 30350
ATTN: BEN BUNYARD

BOVIS LEND LEASE, INC.
5909 PEACHTREE DUNWOODY RD
SUITE 500
ATLANTA, GA 30328
ATTN: MICHAEL HAMPTON

VCC
1000 ABERNATHY ROAD BUILDING 400
SUITE 1130
ATLANTA, GA 30328
ATTN: W. JEFF JOHNSON

THE WINTER CONSTRUCTION CO.
1330 SPRING STREET NW
SUITE 200
ATLANTA, GA 30309
ATTN: GARY ELLIS

MANHATTAN CONSTRUCTION CO
26 EXECUTIVE PARK DRIVE
SUITE 2600
ATLANTA, GA 30329
ATTN: EL HENRY

R. J. GRIFFIN & CO.
800 MOUNT VERNON HIGHWAY
ATLANTA, GA 30328
ATTN: DAVE SCHOENDORF

BASTON-COOK CO.
700 GALLERIA PARKWAY NW
SUITE 550
ATLANTA, GA 30339
ATTN: RAYMOND L. MOODY, JR.

THE CONLAN CO.
1800 PARKWAY PLACE STE 1010
MARIETTA, GA 30067
ATTN: DEVIN TURPIN

W. G. YATES & SONS CONSTRUCTION
1200 ABERNATHY ROAD NE
SUITE 300
ATLANTA, GA 30328
ATTN: GEORGE P. ADORNATO

H. J. RUSSELL & CO.
504 FAIR ST.
ATLANTA, GA 30313
ATTN: TOM WENING

THE WHITING-TURNER CONTRACTING
990 HAMMOND DR. STE 1100
ATLANTA, GA 30328
ATTN: KEITH DOUGLAS

NEW SOUTH CONSTRUCTION CO.
1132 WEST PEACHTREE ST.
ATLANTA, GA 30309
ATTN: DOUGLAS DAVIDSON

GILBANE BUILDING CO.
3550 ENGINEERING DRIVE STE 150
ATLANTA, GA 30092
ATTN: PAUL ROONEY

R. D. BROWN
P. O. BOX 6535
NORTH AUGUSTA, SC 29861

BARTON MALOW CO.
200 MANSELL COURT E STE 100
ROSWELL, GA 30076
ATTN: LAMAR NASH

DUKES EDWARD & DUKES
920 HIGHLAND AVE.
ALBANY, GA 31701

C.D. MOODY CONSTRUCTION
6017 REDAN ROAD
LITHONIA, GA 30058
ATTN: C. DAVID MOODY, JR.

RICKS CONTRACTORS
5161 BELLE WOOD CT
SUITE A
BUFORD, GA 30518

CONTINENTAL CONSTRUCTION
4190 CROSSTOWNE COURT
EVANS, GA 30809

VAN WINKLE & CO
1731 COMMERCE DR. NW
ATLANTA, GA 30318
ATTN: ED VAN WINKLE III

POTTS CONSTRUCTION SERVICES
981 EAST FREEWAY DRIVE
CONYERS, GA 30094
ATTN: MIKE POTTS

CONSTRUCTION PERFECTED
587 CHERRY AVE.
NORTH AUGUSTA, SC 29841

TURNER CONSTRUCTION
3424 PEACHTREE RD. NE, SUITE 1900
ATLANTA, GA 30326

R. W. ALLEN & ASSOC.
2205 HIGHLAND AVE
AUGUSTA, GA 30904

ASURETY CONSTRUCTION
1304 OLYMPIC COURT, SUITE B
CONYERS, GA 30012

RFQ 09-111 Renovations of the Atlanta
Gas & Light Building page 1 of 2

METCALF & EDDY INC.
1201 PEACHTREE ST.
400 COLONY SQUARE SUITE 1104
ATLANTA, GA 30361

ALL SOUTH CONSTRUCTORS
10445B OLD ATLANTA HWY
COVINGTON, GA 31302

BASTON COOK CONSTRUCTION
700 GALLERIA PKWY, SUITE 550
ATLANTA, GA 30339

AYERS-COASTAL REMODELING
CONSTRUCTION
117 N. BELAIR RD.
EVANS, GA 30809

TWO STATE CONSTRUCTION
P. O. BOX 239
THOMSON, GA 30824

MCKNIGHT CONSTRUCTION
635 NORTHWEST FRONTAGE
AUGUSTA, GA 30907

METRO PLUMBING
2123 EASY ST. SUITE B
SNELLVILLE, GA 30078
ATTN: MAURICE HUMPHREY

LARRY MCCORD DESIGN BUILD
2016 HIGHLAND AVENUE
AUGUSTA, GA 30904

Russell Thies
Utilities
Bay Street

Drew Goins
Utilities
Bay Street

**RFQ 09-111 Renovations of the Atlanta
Gas & Light Building mailed 4/2/09**

RFQ #09-111
Renovations Atlanta Gas & Light Bldg
Utilities
RFQ Open: Tues. 5/12/09 @ 11:00 a.m.

**RFQ 09-111 Renovations of the Atlanta
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iSqFt	8772271680	8665708187	1			Documents
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OLH, Inc.	4048810099	4041111111	1	1. Small Business 2. Woman Owned		Documents
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5	Augusta Builders Exchange	Phone 1262 Merry Street Augusta, GA 30904	4-3-09		DW	U.S. mail
6	Attn: Joan Kennedy	Fax 706-736-3553 706-736-3509				
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9	McGraw-Hill Construction	Phone 4170 Ashford Dunwoody Rd, Suite 230 Atlanta, GA 30319	4-6-09		DW	U.S. mail
10	Attn: Tiffany Poole	Fax 404-303-5316				
11	Gaskin Construction Co. Inc	Phone 1527 Crescent Drive Augusta, GA 30909	4-7-09		DW	U.S. mail
12	Attn: Don Faglier	Fax 706-364-1982 706-364-1983				
13	Clifton Construction, Inc	Phone P.O. Box 949 Evans, GA 30809	4-7-09		DW	U.S. mail
14	Attn: Diane Coughlin	Fax 706-733-4030				
15	WMA Architects	Phone 348 Cotton Ave, Suite 500 Macon, GA 31201	4-7-09		DW	U.S. mail
16	Attn: Celeste Nutter	Fax 478-475-1380				

HOLDER CONSTRUCTION CO.
3333 RIVERWOOD PARKWAY
SUITE 400
ATLANTA, GA 30339
ATTN: DAVID W. MILLER

BRASFIELD & GORRIE LLC
1990 VAUGHN ROAD
SUITE 100
KENNESAW, GA 30144
ATTN: ERIC YOUNG

SKANSKA USA BUILDING, INC
70 ELLIS STREET NE
ATLANTA, GA 30303
ATTN: JEFF CROSS

HARDIN CONSTRUCTION
~~1380 WEST PACES FERRY ROAD NW~~
~~ATLANTA, GA 30328~~ *3301 Windy Ridge*
~~ATTN: EARL SHELL, JR.~~ *Plenty SE*
Atlanta, Ga. 30339 Suite 400

CHOATE CONSTRUCTION
8200 ROBERTS DRIVE STE 600
ATLANTA, GA 30350
ATTN: BEN BUNYARD

BOVIS LEND LEASE, INC.
5909 PEACHTREE DUNWOODY RD
SUITE 500
ATLANTA, GA 30328
ATTN: MICHAEL HAMPTON

VCC
1000 ABERNATHY ROAD BUILDING 400
SUITE 1130
ATLANTA, GA 30328
ATTN: W. JEFF JOHNSON

THE WINTER CONSTRUCTION CO.
1330 SPRING STREET NW
SUITE 200
ATLANTA, GA 30309
ATTN: GARY ELLIS

MANHATTAN CONSTRUCTION CO
26 EXECUTIVE PARK DRIVE
SUITE 2600
ATLANTA, GA 30329
ATTN: EL HENRY

R. J. GRIFFIN & CO.
800 MOUNT VERNON HIGHWAY
ATLANTA, GA 30328
ATTN: DAVE SCHOENDORF

BASTON-COOK CO.
700 GALLERIA PARKWAY NW
SUITE 550
ATLANTA, GA 30339
ATTN: RAYMOND L. MOODY, JR.

THE CONLAN CO.
1800 PARKWAY PLACE STE 1010
MARIETTA, GA 30067
ATTN: DEVIN TURPIN

W. G. YATES & SONS CONSTRUCTION
1200 ABERNATHY ROAD NE
SUITE 300
ATLANTA, GA 30328
ATTN: GEORGE P. ADORNATO

H. J. RUSSELL & CO.
504 FAIR ST.
ATLANTA, GA 30313
ATTN: TOM WENING

THE WHITING-TURNER CONTRACTING
990 HAMMOND DR. STE 1100
ATLANTA, GA 30328
ATTN: KEITH DOUGLAS

NEW SOUTH CONSTRUCTION CO.
1132 WEST PEACHTREE ST.
ATLANTA, GA 30309
ATTN: DOUGLAS DAVIDSON

GILBANE BUILDING CO.
3550 ENGINEERING DRIVE STE 150
ATLANTA, GA 30092
ATTN: PAUL ROONEY

R. D. BROWN
P. O. BOX 6535
NORTH AUGUSTA, SC 29861

BARTON MALOW CO.
200 MANSELL COURT E STE 100
ROSWELL, GA 30076
ATTN: LAMAR NASH

DUKES EDWARD & DUKES
920 HIGHLAND AVE.
ALBANY, GA 31701

C.D. MOODY CONSTRUCTION
6017 REDAN ROAD
LITHONIA, GA 30058
ATTN: C. DAVID MOODY, JR.

RICKS CONTRACTORS
5161 BELLE WOOD CT
SUITE A
BUFORD, GA 30518

CONTINENTAL CONSTRUCTION
4190 CROSSTOWNE COURT
EVANS, GA 30809

VAN WINKLE & CO
1731 COMMERCE DR. NW
ATLANTA, GA 30318
ATTN: ED VAN WINKLE III

POTTS CONSTRUCTION SERVICES
981 EAST FREEWAY DRIVE
CONYERS, GA 30094
ATTN: MIKE POTTS

CONSTRUCTION PERFECTED
587 CHERRY AVE.
NORTH AUGUSTA, SC 29841

TURNER CONSTRUCTION
3424 PEACHTREE RD. NE, SUITE 1900
ATLANTA, GA 30326

R. W. ALLEN & ASSOC.
2205 HIGHLAND AVE
AUGUSTA, GA 30904

ASURETY CONSTRUCTION
1304 OLYMPIC COURT, SUITE B
CONYERS, GA 30012

RFQ 09-111 Renovations of the Atlanta
Gas & Light Building page 1 of 2

METCALF & EDDY INC.
1201 PEACHTREE ST.
400 COLONY SQUARE SUITE 1104
ATLANTA, GA 30361

ALL SOUTH CONSTRUCTORS
10445B OLD ATLANTA HWY
COVINGTON, GA 31302

BASTON COOK CONSTRUCTION
700 GALLERIA PKWY, SUITE 550
ATLANTA, GA 30339

AYERS-COASTAL REMODELING
CONSTRUCTION
117 N. BELAIR RD.
EVANS, GA 30809

TWO STATE CONSTRUCTION
P. O. BOX 239
THOMSON, GA 30824

MCKNIGHT CONSTRUCTION
635 NORTHWEST FRONTAGE
AUGUSTA, GA 30907

METRO PLUMBING
2123 EASY ST. SUITE B
SNELLVILLE, GA 30078
ATTN: MAURICE HUMPHREY

LARRY MCCORD DESIGN BUILD
2016 HIGHLAND AVENUE
AUGUSTA, GA 30904

Russell Thies
Utilities
Bay Street

Drew Goins
Utilities
Bay Street

**RFQ 09-111 Renovations of the Atlanta
Gas & Light Building mailed 4/2/09**

RFQ #09-111
Renovations Atlanta Gas & Light Bldg
Utilities
RFQ Open: Tues. 5/12/09 @ 11:00 a.m.

**RFQ 09-111 Renovations of the Atlanta
Gas & Light Building page 2 of 2**

Mandatory Pre-Bid Meeting
RFQ Item #09-111
Renovations of the Atlanta Gas & Light Building
For the City of Augusta - Utilities Department
Wednesday, April 29, 2009 at 10:00 a.m.

PLEASE PRINT

NAME	COMPANY/DEPT.	ADDRESS/CITY/STATE/ZIP CODE	TELEPHONE NUMBER	FAX NUMBER	Prime/Sub/
1. JEFF BANKS	Modern Design	P.O. Box 35547 131 Homer GA	706 540 0885	706 677 3750	Prime
2. BUCK BRADFORD	ASURETY CONSTRUCTION	1304 B. OLYMPIC COURT, CONYERS, GA 30012	770-602 4705	770 602 4717	PRIME
3. Jim STEWART	"	"	"	"	"
4. STEVE JUSTICE	Youngs Roof	311 Patrick St Martinez	706 863 5853	706 863 5853	Prime
5. STEVE CLIFTON	CLIFTON CONST	P.O. Box 949, EVANS GA. 30809	706-394-1202	706-733 4030	PRIME
6. Russell Thres	Augusta Utilities		(706) 312-4139 (706) 825-8127 cell		
7. Drew Cozins	Augusta Utilities	360 Bay St. Suite 180	(706) 312-4140		OWNER
8. BRIAN RICHARDS	Augusta Utilities	2260 Peach Orchard Rd	706 842-3058	706 771 2646	owner
9. RALPH SALZMANN	JOHNSON, LASCHNER & ASSOC	1296 BROAD ST AUGUSTA, GA 30901	706 724 5756	706 724 3955	Eng.
10. <i>Donna Gandy</i>	DBE		706 821 2446	706 821 4228	
11. <i>William White</i>	MECHANICAL CORP	PO BOX 207198 AUGUSTA GA 30907	706 863 7784	706 863 7031	PRIME
12. <i>Darrell White</i>	Pracurement		706 821 2423	706 821 2811	

Item # 4

Mandatory Pre-Bid Meeting

RFQ Item #09-111

Renovations of the Atlanta Gas & Light Building
For the City of Augusta - Utilities Department
Wednesday, April 29, 2009 at 10:00 a.m.

PLEASE PRINT

NAME	COMPANY/DEPT.	ADDRESS/CITY/STATE/ZIP CODE	TELEPHONE NUMBER	FAX NUMBER	Prime/Sub/
1. Jennifer Wallace	Nicholas Dickinson & ASS.	771 Broad Street Suite 200 Augusta, GA 30901	706-722-7465	706-724-1029	Sub
2. Michael Strickland	Vision Contractors, Inc	P.O. Box 200823 Cartersville, GA 30121	678-721-6984 404-427-8639	678-721-6980	Prime
3. BRANAN RUFFIN	R. W. ALLEN, LLC	1015 BROAD ST. AUGUSTA, GA 30901	706-733-2800	706-733-3879	PRIME
4. Fletcher Dickert	Allen-Batchelor Construction	1063 Franke Industrial Dr. Augusta, GA 30909	706-868-6534	706-868-6033	Prime
5. Philip Mills	Procurement		706 821-2888	706 821-2811	
6. METRO Plumbing, INC.	"	"	"	"	
7. Philip Dodd	Metro Plumbing, INC.	3312 Easy St. Ste B Spartanburg, SC 29303	770-972-0305	770-972-0306	Sub
8. Billy Morris	Gary L. McElmurray Const.	181 Old Jackson Hwy. Beach Island, SC 29848	803-887-0043	803-887-3807	Prime
9. Don Faglier	Graham Const.	1527 Crescent Dr. Augusta, GA 30901	706-764-1982	706-764-1983	Prime
10.					
Item # 11.					
12.					



**Engineering Services Committee Meeting
9/28/2009 1:00 PM**

Approve construction contract for the Horsepen Sewer Collection System Phase 2B Project, project number 50203.

Department: Clifford A. Goins, Interim Director Augusta Utilities Department

Caption: Motion to award contract for new construction of sanitary sewer services and sewer mains to Eagle Utility Contracting, Inc. in the amount of \$1,567,880.50.

Background: A new sanitary sewer system is needed in the Horsepen Branch Basin area which is located in the Southern portion of Augusta/Richmond County. Phase 2A is currently in construction and this Phase- 2B, which is now ready to go to construction, will complete efforts to serve this particular area of Southern Augusta/Richmond County
The project will consist of installing approximately 22,650 LF of sewer main and approximately 180 sanitary sewer services.

Analysis: Eagle Utility Contracting, Inc. was the low responsive bidder for the construction of the Horsepen Sewer Collection System Phase 2B sanitary sewer project. The bids were evaluated by the design engineer, Johnson, Laschober, and Associates, and the AUD staff, and award is recommended.

Financial Impact: Funding for this project is available and will come from the following accounts: 510043420-5425210/80250203-5425210 and 51104-3420-5425210/80250203-5425210

Alternatives: No alternatives are recommended.

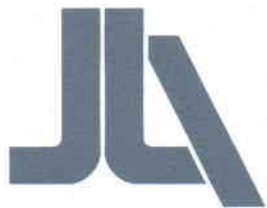
Recommendation: Augusta Utilities Department recommends the Commission award subject construction contract to Eagle Utility Contracting, Inc. in the amount of \$1,567,880.50.

Funds are Available in the Following Accounts: 510043420-5425210/80250203-5425210 and 511043420-5425210/80250203-5425210

REVIEWED AND APPROVED BY:

Finance.
Procurement.
Law.
Administrator.
Clerk of Commission

JOHNSON, LASCHOB & ASSOCIATES, P.C.



September 2, 2009

Joe Holland
Augusta Utilities Department
360 Bay Street Suite 180
Augusta, GA 30901

Re: Bid Item #09-133
Horsepen Sewer Collection system – Phase 2-B

Project No. 50202
JLA No: 42.0302
Letter No: 008

Dear Mr. Holland:

We have reviewed the bid documents and bidder qualification information provided to us by the Augusta-Richmond County Purchasing Department. Based on the information provided, we have prepared the attached Certified Bid Tabulation.

Eagle Utility Contracting, Inc. has fulfilled the bid requirements with respect to their submittal of the completed bid form, bid bond and bidder qualification information. The bid tabulation shows Eagle Utility Contracting, Inc. as the lowest qualified bid at a total lump sum bid of \$1,567,880.50. This total was corrected for mathematical errors.

With respect to the above information, we recommend that the contract be awarded to Eagle Utility Contracting, Inc.

Please call if you have any questions.

Sincerely,

JOHNSON, LASCHOB & ASSOCIATES, P.C.

Richard J. Laschober, P.E.
Project Design Consultant

Attachments: Certified Bid Tabulation (3 Pages; 2 copies)

cc: Justo Chacon, AUD
Geri Sams, Purchasing Department

Invitation To Bid

Sealed bids will be received at this office until 3:00 p.m., Tuesday, April 14, 2009 for furnishing:

Bid Item #09-090 Horsepen Phase 2-A Sewer System for Utilities Department

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

Geri A. Sams
Procurement Department
530 Greene Street - Room 605
Augusta, Georgia 30901
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 shall be obtained by all prime, subcontractors and suppliers exclusively from Augusta Blue Print. The fees for the plans and specifications which are non-refundable is \$150.00**

Documents may also be examined during regular business hours at the Augusta Builders Exchange, 1262 Merry Street, Augusta, GA 30904; F. W. Dodge Plan Room, 1281 Broad Street, Augusta, GA 30901. It is the wish of the Owner that all businesses are given the opportunity to submit on this project. To facilitate this policy the Owner is providing the opportunity to view plans online (www.augustablue.com) at no charge through Augusta Blue Print (706 722-6488) beginning Thursday, February 26 2009. Bidders are cautioned that submitting a package without Procurement of a complete set are likely to overlook issues of construction phasing, delivery of goods or services, or coordination with other work that is material to the successful completion of the project. Bidders are cautioned that sequestration of documents through any other source is not advisable. Acquisition of documents from unauthorized sources places the bidder at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

A Mandatory Pre-Bid Conference will be held on Tuesday, March 24, 2009 @ 10:00 a.m. in the Procurement Department – Room 605. All questions must be submitted in writing to the office of the Procurement Department by fax at 706-821-2811 or by mail. No bid will be accepted by fax, all must be received by mail or hand delivered. All questions are to be submitted in writing by Thursday, March 26, 2009 by 3:00 p.m.

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 bidders' 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 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.

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle February 26, March 5, 12, 19, 2009
Metro Courier March 4, 2009

cc: Tameka Allen Interim Deputy Administrator
 Drew Goins Utilities Department
 Jerry Delaughter Utilities Department
 Stanley Aye Utilities Department

Bid Item #09-090
Horsepen Phase 2-A Sewer System
For the City of Augusta - Utilities Department
Bid Opening Date: Tuesday, April 14, 2009 at 3:00 p.m.

Vendors:	Blair Construction P.O. Box 770 Evans, GA 30809	Construction Perfected 587 Cherry Avenue N. Augusta, SC 29841	DS Utilities, Inc. 1544 Holy Trinity Church Little Mountain, SC 29075	Tommy L. Griffin P.O. Box 2346 Macon, GA 31203	DeKalb Pipeline Co. 2101 Plunkett Road Conyers, GA 30012
Statement of Non-Discrimination	Yes	Yes	Yes	Yes	Yes
Conflict of Interest	Yes	Yes	Yes	Yes	Submitted blank form
Contractor Affidavit & Agreement	Yes	Yes	Yes	Yes	Yes
Subcontractor Affidavit & Agreement	Yes	Yes	Yes	Yes	Yes
Non-Collusion Affidavit of Bidder	Yes	Yes	Yes	Yes	Yes
Non-Collusion Affidavit Subcontractor	Yes	Yes	Yes	Yes	Submitted 2 Subs Savan Inc form not notarized
Local Small Business Good Faith Efforts	Yes	Yes	Yes	Yes	Submitted blank form
Local Small Business Subcontractor/Supplier Utilization Plan	Yes	Yes	Yes	Yes	Submitted blank form
Addendum	Yes	Yes	Yes	Yes	Yes
Bid Bond	Yes	Yes	Yes	Yes	Yes
Bid Amount	\$1,297,718.53	\$1,526,470.68	\$2,030,043.55	\$2,129,219.33	Non-Compliant

Bid Item #09-090
Horsepen Phase 2-A Sewer System
For the City of Augusta - Utilities Department
Bid Opening Date: Tuesday, April 14, 2009 at 3:00 p.m.

Vendors:	Eagle Utility 1350 Branch Road Bishop, GA 30621	L-J, Inc. 220 Stoneridge Drive, Ste 405 Columbia, SC 29210	Mabus Brothers Construction 920 Molly Pond Road	AllSouth Constructors P.O. Box 1616 Covington, GA 30014	Moorhead Construction 1513 Anderson Street Belton, SC 29627
Statement of Non-Discrimination	Incomplete Notary did not sign	Yes	Did not return form		
Conflict of Interest	Yes	Yes	Did not return form		
Contractor Affidavit & Agreement	Incomplete Notary did not sign	Yes	Did not return form		
Subcontractor Affidavit & Agreement	Incomplete Notary did not sign	Yes	Did not return form		
Non-Collusion Affidavit of Bidder	Yes	Yes	Did not return form		
Non-Collusion Affidavit Subcontractor	Yes	Yes	Did not return form		
Local Small Business Good Faith Efforts	Yes	Yes	Did not return form		
Local Small Business Subcontractor/Supplier Utilization Plan	Yes	Did not return form	Did not return form		
Addendum	Yes	Yes	Yes		
Bid Bond	Yes	Yes	Yes		
Bid Amount	Non-Compliant	Non-Compliant	Non-Compliant		

Bid Item #09-090
Horsepen Phase 2-A Sewer System
For the City of Augusta - Utilities Department
Bid Opening Date: Tuesday, April 14, 2009 at 3:00 p.m.

Vendors:	Ruby-Collins, Inc. 4806 Wright Drive Smyrna, GA 30082	Steele & Associates, Inc. 7561 Industrial Court Alpharetta, GA 30004	Johnson Utilities P.O. Box 377 Evans, GA 30809	Beam's Contracting 2335 Atomic Road Beech Island, SC 29842	
Statement of Non-Discrimination					
Conflict of Interest					
Contractor Affidavit & Agreement					
Subcontractor Affidavit & Agreement					
Non-Collusion Affidavit of Bidder					
Non-Collusion Affidavit Subcontractor					
Local Small Business Good Faith Efforts					
Local Small Business Subcontractor/Supplier Utilization Plan					
Addendum					
Bid Bond					
Item # 5 Bid Amount					

HORSEPEN SEWER COLLECTION SYSTEM PHASE 2-A, PROJECT NO. 50202 JLA 42.0302

			BLAIR CONSTRUCTION			CONSTRUCTION PERFECTED			DS UTILITIES, INC.			TOMMY L. GRIFFIN PLUMBING/HEATING		
NO.	ITEM	UNIT	QTY	UNIT PRICE	TOTAL PRICE	QTY	UNIT PRICE	TOTAL PRICE	QTY	UNIT PRICE	TOTAL PRICE	QTY	UNIT PRICE	TOTAL PRICE
S-1A	8" diameter PVC sanitary sewer pipe SDR 35, Depth 0' to 6', including Type II (No. 67 stone) bedding material	LF	2546	21.64	55,095.44	2546	22.01	56,037.46	2546	28.50	72,561.00	2546	48.28	122,920.88
S-1B	Item not applicable	LF	0		0.00	0		0.00	0		0.00	0		0.00
S-1C	12" diameter PVC sanitary sewer pipe SDR 35, Depth 0' to 6', including Type II (No. 67 stone) bedding material	LF	48	24.51	1,176.48	48	28.84	1,384.32	48	31.50	1,512.00	48	51.37	2,465.76
S-2A	8" diameter PVC sanitary sewer pipe SDR 35, Depth 6' to 8', including Type II (No. 67 stone) bedding material	LF	4844	21.64	104,824.16	4844	24.27	117,563.88	4844	30.85	148,468.60	4844	48.28	233,868.32
S-2B	Item not applicable	LF	0		0.00	0		0.00	0		0.00	0		0.00
S-2C	12" diameter PVC sanitary sewer pipe SDR 35, Depth 6' to 8', including Type II (No. 67 stone) bedding material	LF	649	24.51	15,908.99	649	30.37	19,710.13	649	33.70	21,871.30	649	56.37	36,584.13
S-3A	8" diameter PVC sanitary sewer pipe SDR 35, Depth 8' to 10', including Type II (No. 67 stone) bedding material	LF	4340	21.64	93,917.60	4340	26.48	114,923.20	4340	35.05	152,117.00	4340	50.28	218,215.20
S-3B	Item not applicable	LF	0		0.00	0		0.00	0		0.00	0		0.00
S-3C	12" diameter PVC sanitary sewer pipe SDR 35, Depth 8' to 10', including Type II (No. 67 stone) bedding material	LF	610	24.51	14,951.10	610	30.27	18,464.70	610	38.10	23,241.00	610	53.37	32,555.70
S-4A	8" diameter PVC sanitary sewer pipe SDR 35, Depth 10' to 12', including Type II (No. 67 stone) bedding material	LF	1744	21.64	37,740.16	1744	28.84	49,948.16	1744	39.45	68,800.80	1744	50.28	87,688.32
S-4B	Item not applicable	LF	0		0.00	0		0.00	0		0.00	0		0.00
S-4C	12" diameter PVC sanitary sewer pipe SDR 35, Depth 10' to 12', including Type II (No. 67 stone) bedding material	LF	180	24.51	4,411.80	180	32.44	5,839.20	180	42.50	7,650.00	180	53.37	9,606.60
S-5A	8" diameter PVC sanitary sewer pipe SDR 35, Depth 12' to 14', including Type II (No. 67 stone) bedding material	LF	726	21.64	15,710.64	726	30.84	22,389.64	726	48.25	35,029.50	726	88.28	64,571.28
S-5B	Item not applicable	LF	0		0.00	0		0.00	0		0.00	0		0.00
S-5C	12" diameter PVC sanitary sewer pipe SDR 35, Depth 12' to 14', including Type II (No. 67 stone) bedding material	LF	150	24.51	3,676.50	150	34.72	5,208.00	150	51.30	7,695.00	150	91.37	13,705.50
S-6A	8" diameter PVC sanitary sewer pipe SDR 35, Depth 14' to 16', including Type II (No. 67 stone) bedding material	LF	137	21.64	2,964.68	137	45.15	6,185.55	137	61.45	8,418.65	137	108.28	14,834.36
S-6B	Item not applicable	LF	0		0.00	0		0.00	0		0.00	0		0.00
S-6C	Item not applicable	LF	0		0.00	0		0.00	0		0.00	0		0.00
S-7A	Item not applicable	LF	0		0.00	0		0.00	0		0.00	0		0.00
S-7B	Item not applicable	LF	0		0.00	0		0.00	0		0.00	0		0.00
S-7C	Item not applicable	LF	0		0.00	0		0.00	0		0.00	0		0.00
S-9A	8" diameter ductile iron sanitary sewer pipe Class 350, Depth 0' to 6', including Type II (No. 67 stone) bedding material	LF	277	48.38	12,847.26	277	47.58	13,174.12	277	58.10	15,539.70	277	72.85	20,179.45
S-9B	Item not applicable	LF	0		0.00	0		0.00	0		0.00	0		0.00
S-9C	12" diameter ductile iron sanitary sewer pipe Class 350, Depth 0' to 6', including Type II (No. 67 stone) bedding material	LF	180	67.14	12,085.20	180	64.06	11,530.80	180	68.70	12,006.00	180	86.84	15,631.20
S-10A	8" diameter ductile iron sanitary sewer pipe Class 350, Depth 6' to 8', including Type II (No. 67 stone) bedding material	LF	155	48.38	7,188.90	155	51.83	8,002.65	155	58.30	9,036.50	155	72.85	11,291.75
S-10B	Item not applicable	LF	0		0.00	0		0.00	0		0.00	0		0.00
S-10C	12" diameter ductile iron sanitary sewer pipe Class 350, Depth 6' to 8', including Type II (No. 67 stone) bedding material	LF	40	67.14	2,685.60	40	81.42	3,256.80	40	68.90	2,756.00	40	88.84	3,553.60
S-11A	8" diameter ductile iron sanitary sewer pipe Class 350, Depth 8' to 10', including Type II (No. 67 stone) bedding material	LF	155	48.38	7,188.90	155	54.93	8,514.15	155	62.70	9,718.50	155	74.85	11,601.75

HORSEPEN SEWER COLLECTION SYSTEM PHASE 2-A, PROJECT NO. 50202 JLA 42.0302

			BLAIR CONSTRUCTION			CONSTRUCTION PERFECTED			DS UTILITIES, INC.			TOMMY L. GRIFFIN PLUMBING/HEATING		
NO.	ITEM	UNIT	QTY	UNIT PRICE	TOTAL PRICE	QTY	UNIT PRICE	TOTAL PRICE	QTY	UNIT PRICE	TOTAL PRICE	QTY	UNIT PRICE	TOTAL PRICE
S-11B	Item not applicable	LF	0		0.00	0		0.00	0		0.00	0	98.90	0.00
S-11C	Item not applicable	LF	0		0.00	0		0.00	0		0.00	0		0.00
S-12A	Item not applicable	LF	0		0.00	0		0.00	0		0.00	0		0.00
S-12B	Item not applicable	LF	0		0.00	0		0.00	0		0.00	0		0.00
S-12C	Item not applicable	LF	0		0.00	0		0.00	0		0.00	0		0.00
S-13A	Item not applicable	LF	0		0.00	0		0.00	0		0.00	0		0.00
S-13B	Item not applicable	LF	0		0.00	0		0.00	0		0.00	0		0.00
S-13C	Item not applicable	LF	0		0.00	0		0.00	0		0.00	0		0.00
S-14A	Item not applicable	LF	0		0.00	0		0.00	0		0.00	0		0.00
S-14B	Item not applicable	LF	0		0.00	0		0.00	0		0.00	0		0.00
S-14C	Item not applicable	LF	0		0.00	0		0.00	0		0.00	0		0.00
S-15A	Item not applicable	LF	0		0.00	0		0.00	0		0.00	0		0.00
S-15B	Item not applicable	LF	0		0.00	0		0.00	0		0.00	0		0.00
S-15C	Item not applicable	LF	0		0.00	0		0.00	0		0.00	0		0.00
S-16A	Item not applicable	LF	0		0.00	0		0.00	0		0.00	0		0.00
S-16B	Item not applicable	LF	0		0.00	0		0.00	0		0.00	0		0.00
S-16C	Item not applicable	LF	0		0.00	0		0.00	0		0.00	0		0.00
S-17	Item not applicable	LF	0		0.00	0		0.00	0		0.00	0		0.00
	Sub-total of all sanitary sewer line work	LF	16781		0.00	16781		0.00	16781		0.00	16781		0.00
S-18	Select backfill, GA DOT Type I, Class I & II (Sand/Clay) - Measured by in-place volume.	CY	10000	0.50	5,000.00	10000	1.10	11,000.00	10000	3.00	30,000.00	10000	13.50	135,000.00
S-20A	Pre-cast sanitary manhole, GA DOT STD 1011A, Type 1, Depth 0' to 6' (48" Diameter)	EA	80	1,622.11	129,768.80	80	1,499.52	119,961.60	80	1,875.00	150,000.00	80	1,437.08	114,966.40
S-21A	Additional sanitary manhole depth, Type 1, Depth Class 1 (48" Dia.)	VF	150	66.43	9,964.50	150	103.24	15,486.00	150	147.50	22,125.00	150	115.22	17,283.00
S-22A	Additional sanitary manhole depth, Type 1, Depth Class 2 (48" Dia.)	VF	150	66.43	9,964.50	150	120.91	18,136.50	150	203.50	30,525.00	150	115.22	17,283.00
S-26A	48" Diameter sanitary manhole exterior joint wrap (No separate or additional payment will be made for this item)	EA	0		0.00	0		0.00	0		0.00	0		0.00
S-28	Outside Drop Piping - Complete	EA	3	1,473.84	4,421.52	3	1,528.25	4,584.75	3	3,350.00	10,050.00	3	2,921.67	8,765.01
S-29	Doghouse/Connector Manhole, including base, cone, and ring and cover	EA	1	2,157.75	2,157.75	1	1,753.75	1,753.75	1	3,088.00	3,088.00	1	3,187.08	3,187.08
S-30	6" sanitary sewer service, complete	EA	270	528.48	142,684.20	270	873.24	235,774.80	270	434.00	117,180.00	270	572.15	154,480.50
S-30A	Item not applicable	EA	0		0.00	0		0.00	0		0.00	0		0.00
S-30B	6" sanitary sewer service including 1 std. section of 6" DIP, PE wrap, concrete encasement and couplings, complete	EA	3	850.14	2,550.42	3	1,839.32	5,517.96	3	2,213.00	6,639.00	3	2,748.63	8,245.89
S-31	Item not applicable	EA	0		0.00	0		0.00	0		0.00	0		0.00
S-32	Item not applicable	EA	0		0.00	0		0.00	0		0.00	0		0.00
S-33	Tie new sanitary sewer to existing manholes, diameter varies	EA	4	823.43	3,293.72	4	825.00	3,300.00	4	2,659.00	10,636.00	4	3,155.00	12,620.00
S-34	AC Water Main Crossing	EA	15	200.00	3,000.00	15	436.87	6,553.05	15	220.00	3,300.00	15	1,557.39	23,360.85
S-35	Ductile Iron Pipe Polyethylene Encasement	LF	40	5.25	210.00	40	3.97	158.80	40	5.00	200.00	40	10.67	426.80
S-36	Concrete encasement of sanitary sewer (creek crossings, etc.)	CY	30	145.85	4,375.50	30	275.00	8,250.00	30	275.00	8,250.00	30	200.00	6,000.00

HORSEPEN SEWER COLLECTION SYSTEM PHASE 2-A, PROJECT NO. 50202 JLA 42.0302

			BLAIR CONSTRUCTION			CONSTRUCTION PERFECTED			DS UTILITIES, INC.			TOMMY L. GRIFFIN PLUMBING/HEATING		
NO.	ITEM	UNIT	QTY	UNIT PRICE	TOTAL PRICE	QTY	UNIT PRICE	TOTAL PRICE	QTY	UNIT PRICE	TOTAL PRICE	QTY	UNIT PRICE	TOTAL PRICE
PAVEMENT STRUCTURES														
P-1	Asphalt overlay, type F, 1 1/2" thick, minimum	SY	31000	6.14	190,340.00	31000	7.24	224,440.00	31000	7.50	232,500.00	31000	8.85	274,350.00
P-2	Graded aggregate base, 10 1/2" thick, 7" wide and asphalt patch 2 1/2" thick, including removal of 2 1/2" GAB and placement of bituminous tack coat	SY	8000	21.68	173,440.00	8000	24.20	193,600.00	8000	43.30	346,400.00	8000	25.15	201,200.00
P-3	Asphalt Pavement Leveling	Tons	150	92.99	13,948.50	150	99.24	14,886.00	150	98.00	14,700.00	150	120.75	18,112.50
P-4	Milling O-1 1/2"	SY	7000	3.05	21,350.00	7000	1.53	10,710.00	7000	2.55	17,850.00	7000	2.02	14,140.00
P-5	Line Item Does Not Apply	SY	0		0.00	0		0.00	0		0.00	0		0.00
P-6	6" thick concrete driveway replacement, replace in kind, 3000 psi mix	SY	400	41.95	16,780.00	400	38.50	15,400.00	400	60.00	24,000.00	400	47.15	18,860.00
P-7	2" asphalt pavement driveway replacement	SY	50	13.69	684.50	50	8.80	440.00	50	35.00	1,750.00	50	10.93	546.50
P-8	Item not applicable	LF	0		0.00	0		0.00	0		0.00	0		0.00
P-9	24" concrete curb and/or gutter removal and replacement (as appropriate and necessary)	LF	2000	17.58	35,160.00	2000	16.50	33,000.00	2000	15.00	30,000.00	2000	20.13	40,260.00
P-10	Raised edge asphalt curb removal and replacement (as appropriate and necessary)	LF	1000	4.54	4,540.00	1000	5.50	5,500.00	1000	4.90	4,900.00	1000	6.90	6,900.00
MISCELLANEOUS					0.00			0.00						
M-1	Flowable fill	CY	100	45.00	4,500.00	100	71.50	7,150.00	100	90.00	9,000.00	100	150.00	15,000.00
M-2	Rock excavation	CY	50	25.00	1,250.00	50	16.50	825.00	50	55.00	2,750.00	50	60.00	3,000.00
M-3	Foundation backfill, GA DOT Type II, for additional unclassified excavation	CY	1500	1.00	1,500.00	1500	14.58	21,870.00	1500	20.00	30,000.00	1500	16.36	24,540.00
M-4	Clearing and Grubbing	ACRE	8	4,500.00	36,000.00	8	110.00	880.00	8	5,565.00	44,520.00	8	1,000.00	8,000.00
M-5	Fence Removal & Replacement, New, Replaced in Kind (where specified on drawings or as specified and approved by resident inspector)	LF	2100	8.92	18,732.00	2100	15.58	32,739.00	2100	12.70	26,670.00	2100	34.75	72,975.00
M-6	Rip Rap GDOT Type 3, (where specified and approved by resident inspector for use other than that required for soil and erosion control)	SY	400	21.36	8,544.00	400	22.00	8,800.00	400	46.20	18,480.00	400	40.00	16,000.00
M-7	Stream Crossing & Bank Restoration per Detail 14/C3.1.	EA	2	1,785.00	3,570.00	2	1,650.00	3,300.00	2	4,400.00	8,800.00	2	7,221.50	14,443.00
					0.00			0.00			0.00			
LS-1	Lump sum construction (includes but is not limited to the listing continued below)		1	58,414.21	58,414.21	1	114,320.51	114,320.51	1	232,910.00	232,910.00	1	15,000.00	15,000.00
COMPUTED TOTAL BID					1,297,718.53			1,528,470.68		***	2,033,644.55			2,129,219.33

*** math errors - does not match
bid form

ENGINEERING CERTIFICATE

To the best of my knowledge the enclosed bids are mathematically correct.

Richard J. Laschober
RICHARD J. LASCHOBBER, P.E.
JOHNSON, LASCHOBBER & ASSOCIATES, PC

4/12/09
DATE

Deborah M. Taylor
DEBORAH M. TAYLOR, NOTARY
Commission Expires January 07, 2013

DEBORAH M. TAYLOR
NOTARY PUBLIC
Richmond County
State of Georgia
My Comm. Expires January 07, 2013

Mandatory Pre-Bid Meeting
Bid Item #09-090
Horsepen Phase 2-A Sewer System
For The City of Augusta - Utilities Department
Tuesday, March 24, 2009 at 10:00 a.m.

PLEASE PRINT

NAME	COMPANY/DEPT.	ADDRESS/CITY/STATE/ZIP CODE	TELEPHONE NUMBER	FAX NUMBER	Prime/Sub/
1. RANDALL McCLAREN	L-J INC	220 STONE RING DR SUITE 405 COLUMBIA, S.C. 29210	803 929-1151	803 929-7625	P
2. Gerald WALL	Augusta Utility	360 Bay Street Suite 180 Augusta, GA, 30901	706-312-4156	706-312-4153	
3. TERRY HAACK	DUNCAN PIPELINE	100 OLD DAWSON VILLAGE RD. SUITE 120 DAWSONVILLE, GA. 30534	678 410 7451	706 216 9856	
4. T.M. STRICKLAND	ARC ENGINEERING	522 GREENE ST AUGUSTA, GA 30901	706 821-1706	706 821-1708	
5. RICHARD BERRY	TRI-STAR CONTRACTORS INC	47 LEGACY LANE EDGEFIELD SC 29824	803 637 5751	803 637 0028	
6. CASSEL SMITH	CONTR SOUTH	7648 AROMATIC RD Aiken SC	803 421-2800	803 471-2809	
7. Tim McElroy	Eagle Utility Con.	1350 Branch Rd Bishop Ga 30621	706 769-6015	706 769-1638	
8. Roy MUTIMER	BLAIR CONST.	P.O. Box 770 EVANS GA 30809	706	706	
9. Jeffrey McPhail	Steele & Associates Inc.	7561 Industrial Ct. Alpharetta, GA 30004	868 1950	868 1855	P
10. Buddy Rowland	BEAM'S CONTRACTING	2335 Atomic Road Beech Island, SC 29842	803- 827-0136	803- 827-1868	PRIME
11. Sean Barr	Augusta Utilities	360 Bay St Suite 180 Augusta, GA 30901	706-312-4152	706-312-4153	
12. Rich Laschob	JHA Consulting Eng.	1296 Broad St. Augusta, Ga 30901	706-724-5750	706-724-3955	Consultant

Mandatory Pre-Bid Meeting
Bid Item #09-090
Horsepen Phase 2-A Sewer System
For The City of Augusta - Utilities Department
Tuesday, March 24, 2009 at 10:00 a.m.

PLEASE PRINT

NAME	COMPANY/DEPT.	ADDRESS/CITY/STATE/ZIP CODE	TELEPHONE NUMBER	FAX NUMBER	Prime/Sub/
1. Tommy L. Griffin	Tommy L. Griffin Plumbing	P.O. Box 2341 Macon, GA 31203	478-477-5191	478-477-8945	P
2. Brandon Cusack	Construction Perfectors Inc.	567 Cherry Ave. N. Augusta, SC 29841	803-573-566	803-593-3973	P
3. William Evans	Anscomb Contractors	1100 Pennsylvania Avenue Baton Rouge, LA 70809	770-385-1179	770-385-1182	P
4. Kevin Moorhead	Moorhead Const. Inc.	1513 Anderson Street Baton Rouge, SC 29427	864/338-0888	864/338-1444	P
5. Vickie Johnson Nicholas Johnson	Johnson Whites	P.O. Box 377 Evans, LA 70809	(706) 860-0963	(706) 860-5669	P
6. Tommy Carver	Ruby-Collins, Inc.	4806 WRIGHT DR. SMYRNA, GA 30082	770-432-2900	770-432-8238	P
7. Frank Taylor	MST Concrete	1588-18 Mile Creek Central SC	864-639-2894	864-639-1348	Supplier
8. Kent Borkout	Cecil Key Paving Inc.	2600 Keys Pt Conyers Ga. 30013	770-922-6833	770-760-9742	S
9. Bill Hurd	DS Utilities, Inc.	1644 Holy Trinity Church Littleton, SC 29075	803-345-9106	803-345-5362	P
10. Kevin Baldwin	Mabus Brothers Const. Co. Inc.	920 Moll Road Augusta, GA 30901	706-722-8941	706-722-7521	P
1. Tim Kelley	DeKalb Pipeline Co	2101 Plunkett Rd Conyers GA 30012	770-929-4811	770-929-1690	P
12. J.D. Alderman	SAVAN Inc.	30 Jasmine Ln Oxford GA 30054	770-788-8128	770-788-8128	S

Item # 5

Page 3 of 3
Original

Mandatory Pre-Bid Meeting
Bid Item #09-090
Horsepen Phase 2-A Sewer System
For The City of Augusta - Utilities Department
Tuesday, March 24, 2009 at 10:00 a.m.

PLEASE PRINT

NAME	COMPANY/DEPT.	ADDRESS/CITY/STATE/ZIP CODE	TELEPHONE NUMBER	FAX NUMBER	Prime/Sub/
1. Ginny Williams	DBE	501 Greene St. Augusta, GA 30901	706 801-2406	706 821-4228	
2. Sheila Paulk	Procurement		706 821-4251	706 821-2811	
3. Phyllis Mills	Procurement		706 821-2888	706 821-2811	
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					

Item # 5



UTILITIES DEPARTMENT

Clifford Goins,
Interim Director

Jerry Delaughter, P.E.
Assistant Director
Phone: 706-312-4132
Fax: 706-312-4133

MEMORANDUM

DATE: April 20, 2009

TO: Geri A. Sams

FROM: Clifford Goins

SUBJECT: Bid Item #09-090 Horsepen Phase 2-A Sewer System
Bid Opening Date: Tuesday, April 14, 2009 at 3:00p.m.

Item # 5

We have reviewed the bid tab sheet and submittals received for the above item. We have also considered the design engineer's (Johnson Laschober and Associates, Inc.) recommendation for award and budget requirements.

I concur with the recommended award of bid item #09-090 to the low bidder; Blair Construction Company in the amount of \$1,297,718.53.

Sincerely,

Clifford Goins
Utilities Department Interim Director

R. W. Powell Construction
5457 Tubman Road
Appling, GA 30802

Mabus Brothers Construction
920 Molly Pond Road
Augusta, GA 30901

Payne Construction
805 Winterville Road
Athens, GA 30605

ATLC
4238 Quail Springs Circle
Martinez, GA 30907

Lewis Trucking & Grading
7786 Old Covington Hwy.
Lithonia, GA 30058

Harris Trucking
1736 Barton Chapel Road
Augusta, GA 30906

Blair Construction
P. O. Box 770
Evans, GA 30907

Beam Contracting
2335 Atomic Road
Beech Island, SC 29842

Eagle Utility
1350 Branch Road
Bishop, GA 30621

Beams Site Prep
101 Key Road
Edgefield, SC 29824

Reeves Construction
P. O. Box 1129
Augusta, GA 30903

Storm Water Solutions
437 Cambridge Circle
Martinez, GA 30907

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

**Drew Goins
Utilities
Bay Street**

**Russell Thies
Utilities
Bay Street**

**Steven Bryant
Utilities
Bay Street**

**Yvonne Gentry
DBE
Hatcher Building**

**Bid Item #09-090
Horsepen Phase 2-A Sewer System
Augusta Utilities
Bid Open: Tues. 4/14/09 @ 3:00**

**Bid Item #09-090 Horsepen Phase
2-A Sewer System mailed 2/26/09**

Bidders List

Bid Item # 09-090 Cost \$ _____

#	Company Name	Complete Mailing Address	Date	Spec #	Initials	Mailed by
1	 Metro Plumbing, Inc. Service, Quality, & Integrity Maurice Humphrey President 2123 Easy Street - Suite B Snellville, Georgia 30078 770-972-0305 (P) 770-972-0306 (F) mhumphrey@metroplumbinginc.com www.metroplumbinginc.com		3/13/09		SP	Pick up
2						
3						
4						
5	CONSTRUCTION PERFECTED INC ATTN BRANDON COOPER 587 CHERRY AVENUE NORTH AUGUSTA SC 29841 <i>Duplicate</i>	<i>Original mailed</i> <i>4/1/09</i> (SP) <i>Addendum 1</i>	4/9/09		BC	Pickup
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						

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

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Planholders List

Member Name City of Augusta, GA (Augusta Commission)**Bid Number** ITB-09-090-0-2009/PJM**Bid Name** Horsepen Phase 2-A Sewer System

1 Document(s) found for this bid

15 Planholder(s) found.

[Add Planholder](#)

Supplier Name ▲	Phone	Fax	Doc Count	Attributes	Programs	Actions
Atkinson Construction	3039851660	3039851111	1			Documents
AUI, LLC	9313728500	9313722500	1	1. Small Business		Documents
Construction Journal, Ltd.	8007855165	8005817204	1			Documents
DUNCAN PIPELINE INC	6782835477	7062169856	1			Documents
Gary I McElmurray Constuction Compnay	8038270043	8038273807	1			Documents
Gibbs & Register Inc	4076546133	4079052941	1			Documents
iSqFt	8772271680	8665708187	1			Documents
Marolf Environmental Inc.	7278430681	7278430650	1			Documents
Miller Pipeline Corporation	3864236621	3864236627	1			Documents
Parsons	7704464900	7704464910	1			Documents

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User: Mills, Phyllis

Organization:

City of Augusta, GA (Augusta Commission)

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Planholders List

Member Name City of Augusta, GA (Augusta Commission)**Bid Number** ITB-09-090-0-2009/PJM**Bid Name** Horsepen Phase 2-A Sewer System

1 Document(s) found for this bid

15 Planholder(s) found.

[Add Planholder](#)

Supplier Name ▲	Phone	Fax	Doc Count	Attributes	Programs	Actions
Pat's Pump & Blower	8003597867	4076482096	1			Documents
Reed Construction Data	8009018687	8775633534	1			Documents
Reynolds Inliner, LLC	8128653232	8128653075	1			Documents
Robert M. Anderson, Inc.	7703851179	7703851182	1			Documents
RTD Construction, Inc.	8137839119	8137839333	1			Documents

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**Engineering Services Committee Meeting
9/28/2009 1:00 PM**

Approve construction contract for the Main Interceptor Upgrade Phase 2, Project number 80300007.

Department: Clifford A. Goins, Interim Director Augusta Utilities Department

Caption: Motion to award contract for new construction of sanitary sewer mains to John D. Stephens, Inc. in the amount of \$8,104,210.46.

Background: A new main interceptor sanitary sewer is needed to upgrade the aging main interceptor sewer main system from the intersection of Dan Bowles Road and Doug Barnard Parkway to Messerly Wastewater Treatment Facility. The project will consist of replacing an existing parallel sewer along the east shoulder of Doug Barnard Parkway with approximately 5,600 linear feet of 72-inch diameter HOBAS fiberglass reinforced pipe (FRP) and 9,000 linear feet of 84-inch diameter HOBAS FRP. The Main Interceptor Phase 2 Project is designed to upgrade the Main Interceptor via installation of a new gravity sewer piping, which will tie-in to the recently installed Main Interceptor Phase One piping. In June of 2009 the Commission approved AUD's application to Georgia Environmental Facilities Authority (GEFA) for funding of this project under the American Recovery and Reinvestment Act that may include up to \$4 million of forgivable principal and will also qualify for State Revolving Funds up to the full amount of the contract. We anticipate final GEFA board approval of financing in late October.

Analysis: John D. Stephens, Inc. was the low responsive bidder for the construction of the Main Interceptor Phase 2 sanitary sewer mains. The bids were evaluated by the design engineer, Stevenson and Palmer, and the AUD staff and award is recommended. Commission approval is recommended subject to GEFA financing. Limited Stimulus funds of up to \$4 million of forgivable loan principal may be available, with up to the full amount of the contract available for an estimated loan fee of 2%, term of 20 years and an interest rate of 3%. The application has been submitted to GEFA with approval expected in late October of 2009.

Financial Impact: Funds for this work are subject to GEFA approval of financing with a loan fee of 2% (up to approximately \$162,000), a term of 20 years and an interest rate of 3%. If no Stimulus money is awarded, the maximum financed amount should result in monthly principal and interest payments of approximately \$45,000. Current funding for the project is not available. Subject project is contingent on GEFA funding.

Alternatives: No alternatives are recommended.

Recommendation: Augusta Utilities Department recommends (subject to GEFA loan approval) the Commission award subject construction contract to John D. Stephens, Item # 6

Cover Memo

Inc. in the amount of \$8,104,210.46.

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

Current funding for the project is not available. Subject project is contingent on GEFA funding.

REVIEWED AND APPROVED BY:

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



Bid Tabulation for

Project Name: Augusta Utilities Department
Main Interceptor Upgrade Replacement Phase II
Bid Number: 09-124
AUD Project No. 00007

Date: 7/23/2009
Project No.: G1240602
Prepared by: Eric Olson
Checked by: James Willson
Date: 7/23/2009

		Engineers's Opinion		Blair Construction, Inc.		Rockdale Pipeline		John D. Stephens, Inc.		Garney Construction		Morgan Contracting	
PAY ITEM DESCRIPTION		Estimated Quantity	Units	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
SANITARY SEWER													
S-3J	72" Diameter fiberglass reinforced polymer mortar pipe, Depth 8' to 10', including Type II (No. 57 stone) bedding material	558	LF	\$ 750.00	\$ 418,500.00	\$ 429.80	\$ 239,828.40	\$ 489.30	\$ 273,029.40	\$ 417.30	\$ 232,853.40	\$ 528.00	\$ 294,624.00
S-3K	84" Diameter fiberglass reinforced polymer mortar pipe, Depth 8' to 10', including Type II (No. 57 stone) bedding material	1055	LF	\$ 800.00	\$ 844,000.00	\$ 466.45	\$ 492,104.75	\$ 542.20	\$ 572,021.00	\$ 474.60	\$ 500,703.00	\$ 553.00	\$ 583,415.00
S-4J	72" Diameter fiberglass reinforced polymer mortar pipe, Depth 10' to 12', including Type II (No. 57 stone) bedding material	250	LF	\$ 775.00	\$ 193,750.00	\$ 429.80	\$ 107,450.00	\$ 489.30	\$ 122,325.00	\$ 417.30	\$ 104,325.00	\$ 528.00	\$ 132,000.00
S-4K	84" Diameter fiberglass reinforced polymer mortar pipe, Depth 10' to 12', including Type II (No. 57 stone) bedding material	5334	LF	\$ 825.00	\$ 4,400,550.00	\$ 466.45	\$ 2,488,044.30	\$ 542.20	\$ 2,892,094.80	\$ 474.60	\$ 2,531,516.40	\$ 552.00	\$ 2,944,368.00
S-5J	72" Diameter fiberglass reinforced polymer mortar pipe, Depth 12' to 14', including Type II (No. 57 stone) bedding material	1425	LF	\$ 785.00	\$ 1,118,625.00	\$ 429.80	\$ 612,465.00	\$ 489.30	\$ 697,252.50	\$ 417.30	\$ 594,652.50	\$ 528.00	\$ 752,400.00
S-5K	84" Diameter fiberglass reinforced polymer mortar pipe, Depth 12' to 14', including Type II (No. 57 stone) bedding material	1740	LF	\$ 835.00	\$ 1,452,900.00	\$ 466.45	\$ 811,623.00	\$ 542.20	\$ 943,428.00	\$ 474.60	\$ 825,804.00	\$ 553.00	\$ 962,220.00
S-6J	72" Diameter fiberglass reinforced polymer mortar pipe, Depth 14' to 16', including Type II (No. 57 stone) bedding material	1540	LF	\$ 795.00	\$ 1,224,300.00	\$ 429.80	\$ 661,892.00	\$ 489.30	\$ 753,522.00	\$ 417.30	\$ 642,642.00	\$ 528.00	\$ 813,120.00
S-6K	84" Diameter fiberglass reinforced polymer mortar pipe, Depth 14' to 16', including Type II (No. 57 stone) bedding material	380	LF	\$ 845.00	\$ 321,100.00	\$ 466.45	\$ 177,251.00	\$ 542.20	\$ 206,036.00	\$ 474.60	\$ 180,348.00	\$ 552.00	\$ 209,760.00
S-7J	72" Diameter fiberglass reinforced polymer mortar pipe, Depth 16' to 18', including Type II (No. 57 stone) bedding material	582	LF	\$ 805.00	\$ 468,510.00	\$ 429.80	\$ 250,143.60	\$ 489.30	\$ 284,772.60	\$ 417.30	\$ 242,868.60	\$ 528.00	\$ 307,296.00
S-8J	72" Diameter fiberglass reinforced polymer mortar pipe, Depth 18' to 20', including Type II (No. 57 stone) bedding material	30	LF	\$ 815.00	\$ 24,450.00	\$ 429.80	\$ 12,894.00	\$ 489.30	\$ 14,679.00	\$ 417.30	\$ 12,519.00	\$ 553.00	\$ 16,590.00
S-11A	8" diameter ductile iron sanitary sewer pipe Class 250, Depth 8' to 10', including Type II (No. 67 stone) bedding material	35	LF	\$ 80.00	\$ 2,800.00	\$ 89.69	\$ 3,139.15	\$ 73.54	\$ 2,573.90	\$ 50.00	\$ 1,750.00	\$ 125.00	\$ 4,375.00
S-12I	42" diameter ductile iron sanitary sewer pipe Class 250, Depth 10' to 12', including Type II (No. 67 stone) bedding material	30	LF	\$ 210.00	\$ 6,300.00	\$ 795.74	\$ 23,872.20	\$ 433.63	\$ 13,008.90	\$ 320.00	\$ 9,600.00	\$ 500.00	\$ 15,000.00
S-14C	12" diameter ductile iron sanitary sewer pipe Class 250, Depth 14' to 16', including Type II (No. 67 stone) bedding material	15	LF	\$ 95.00	\$ 1,425.00	\$ 123.20	\$ 1,848.00	\$ 90.07	\$ 1,351.05	\$ 65.00	\$ 975.00	\$ 300.00	\$ 4,500.00
S-16J	72" Diameter fiberglass reinforced polymer mortar pipe, Depth 20' to 22', including Type II (No. 57 stone) bedding material	120	LF	\$ 820.00	\$ 98,400.00	\$ 429.80	\$ 51,576.00	\$ 481.63	\$ 57,795.60	\$ 417.30	\$ 50,076.00	\$ 528.00	\$ 63,360.00
S-16K	72" Diameter fiberglass reinforced polymer mortar pipe, Depth 22' to 24', including Type II (No. 57 stone) bedding material	180	LF	\$ 825.00	\$ 148,500.00	\$ 429.80	\$ 77,364.00	\$ 512.49	\$ 92,248.20	\$ 458.80	\$ 82,584.00	\$ 528.00	\$ 95,040.00
S-16L	72" Diameter fiberglass reinforced polymer mortar pipe, Depth 24' to 26', including Type II (No. 57 stone) bedding material	310	LF	\$ 830.00	\$ 257,300.00	\$ 429.80	\$ 133,238.00	\$ 512.49	\$ 158,871.90	\$ 458.80	\$ 142,228.00	\$ 528.00	\$ 163,680.00
S-17A	Direct Jack and Bore 72" diameter, HOBAS Jacking Pipe	211	LF	\$ 3,800.00	\$ 801,800.00	\$ 3,708.55	\$ 782,504.05	\$ 2,096.05	\$ 442,266.55	\$ 1,241.00	\$ 261,851.00	\$ 650.00	\$ 137,150.00
S-17B	Direct Jack and Bore 84" diameter, HOBAS Jacking Pipe	335	LF	\$ 4,500.00	\$ 1,507,500.00	\$ 5,313.08	\$ 1,779,881.80	\$ 2,232.71	\$ 747,957.85	\$ 1,364.00	\$ 456,940.00	\$ 500.00	\$ 167,500.00
S-18	Select backfill, GA DOT Type I, Class I & II (Sand/Clay) – Measured by in-place volume.	45000	CY	\$ 6.00	\$ 270,000.00	\$ 3.00	\$ 135,000.00	\$ 6.61	\$ 297,450.00	\$ 0.01	\$ 450.00	\$ 0.01	\$ 450.00
S-30	6" sanitary sewer service, complete	8	EA	\$ 1,500.00	\$ 12,000.00	\$ 1,006.50	\$ 8,052.00	\$ 2,096.05	\$ 16,768.40	\$ 2,000.00	\$ 16,000.00	\$ 1,000.00	\$ 8,000.00
S-31b	Bulkhead existing sanitary sewer, over 30"	8	EA	\$ 1,000.00	\$ 8,000.00	\$ 3,740.00	\$ 29,920.00	\$ 1,581.05	\$ 12,648.40	\$ 1,000.00	\$ 8,000.00	\$ 2,500.00	\$ 20,000.00
S-33	Tie new sanitary sewer to existing manholes, diameter varies	6	EA	\$ 10,000.00	\$ 60,000.00	\$ 9,583.75	\$ 57,502.50	\$ 14,013.15	\$ 84,078.90	\$ 5,000.00	\$ 30,000.00	\$ 5,000.00	\$ 30,000.00
S-37	Granular fill for FRPM pipe installation	10000	CY	\$ 6.00	\$ 60,000.00	\$ 8.25	\$ 82,500.00	\$ 39.68	\$ 396,800.00	\$ 10.00	\$ 100.00	\$ 0.01	\$ 100.00
S-58A	72" FRPM tee base (straight-thru) with 24" neck, including concrete encasement, fiberglass bench, and cast-in FWC coupling	7	EA	\$ 12,500.00	\$ 87,500.00	\$ 18,306.66	\$ 128,146.62	\$ 7,604.49	\$ 53,231.43	\$ 16,605.00	\$ 116,235.00	\$ 18,000.00	\$ 126,000.00
S-58B	72" FRPM tee base (1-miter) with 24" neck, including concrete encasement, fiberglass bench, and cast-in FWC coupling	3	EA	\$ 15,000.00	\$ 45,000.00	\$ 22,202.02	\$ 66,606.06	\$ 11,131.21	\$ 33,393.63	\$ 16,605.00	\$ 49,815.00	\$ 20,000.00	\$ 60,000.00
S-58C	72" FRPM tee base (2-miter) with 24" neck, including concrete encasement, fiberglass bench, and cast-in FWC coupling	2	EA	\$ 17,500.00	\$ 35,000.00	\$ 24,935.90	\$ 49,871.80	\$ 13,666.04	\$ 27,332.08	\$ 16,605.00	\$ 33,210.00	\$ 24,000.00	\$ 48,000.00
S-58E	84" FRPM tee base (straight-thru) with 24" neck, including concrete encasement, fiberglass bench, and cast-in FWC coupling	12	EA	\$ 17,500.00	\$ 210,000.00	\$ 19,906.15	\$ 238,873.80	\$ 9,918.90	\$ 119,026.80	\$ 16,605.00	\$ 199,260.00	\$ 20,000.00	\$ 240,000.00
S-58F	84" FRPM tee base (1-miter) with 24" neck, including concrete encasement, fiberglass bench, and cast-in FWC coupling	6	EA	\$ 20,000.00	\$ 120,000.00	\$ 24,428.61	\$ 146,571.66	\$ 14,217.09	\$ 85,302.54	\$ 16,605.00	\$ 99,630.00	\$ 22,000.00	\$ 132,000.00
S-58G	84" FRPM tee base (2-miter) with 24" neck, including concrete encasement, fiberglass bench, and cast-in FWC coupling	2	EA	\$ 22,500.00	\$ 45,000.00	\$ 28,367.90	\$ 56,735.80	\$ 18,074.44	\$ 36,148.88	\$ 16,605.00	\$ 33,210.00	\$ 24,000.00	\$ 48,000.00
S-58H	84" FRPM tee base (3-miter) with 24" neck, including concrete encasement, fiberglass bench, and cast-in FWC coupling	2	EA	\$ 30,000.00	\$ 60,000.00	\$ 32,353.20	\$ 64,706.40	\$ 21,160.32	\$ 42,320.64	\$ 16,605.00	\$ 33,210.00	\$ 28,000.00	\$ 56,000.00
S-59B	48" fiberglass MH risers	276	VF	\$ 275.00	\$ 75,900.00	\$ 348.56	\$ 96,202.56	\$ 220.42	\$ 60,835.92	\$ 264.00	\$ 72,864.00	\$ 300.00	\$ 82,800.00
S-60B	Stubout on tee base (invert not at bottom)	5	EA	\$ 750.00	\$ 3,750.00	\$ 2,780.80	\$ 13,904.00	\$ 826.58	\$ 4,132.90	\$ 4,800.00	\$ 24,000.00	\$ 2,000.00	\$ 10,000.00
S-64	Special Coating for Existing Manholes	45	VF	\$ 250.00	\$ 11,250.00	\$ 591.80	\$ 26,631.00	\$ 518.09	\$ 23,314.05	\$ 425.00	\$ 19,125.00	\$ 500.00	\$ 22,500.00
S-65	Abandonment of existing interceptor	1	LS	\$ 100,000.00	\$ 100,000.00	\$ 229,982.50	\$ 229,982.50	\$ 51,500.00	\$ 51,500.00	\$ 178,880.00	\$ 178,880.00	\$ 110,000.00	\$ 110,000.00
S-66	No.4 surge stone for trench stabilization along New Savannah Road, 1" thick	500	LF	\$ 6.00	\$ 3,000.00	\$ 16.50	\$ 8,250.00	\$ 5.68	\$ 2,840.00	\$ 7.50	\$ 3,750.00	\$ 10.00	\$ 5,000.00
WATER MAIN													
W-1A	2" diameter PVC water transmission main C 900, Class 200	100	LF	\$ 25.00	\$ 2,500.00	\$ 30.91	\$ 3,091.00	\$ 38.18	\$ 3,818.00	\$ 10.00	\$ 1,000.00	\$ 14.00	\$ 1,400.00
W-6	Miscellaneous pipe fittings and connections	100	LBS	\$ 100.00	\$ 10,000.00	\$ 26.40	\$ 2,640.00	\$ 13.61	\$ 1,361.00	\$ 15.00	\$ 1,500.00	\$ 6.00	\$ 600.00
W-16	New short side water service, installed, including re-connection, complete	4	EA	\$ 1,000.00	\$ 4,000.00	\$ 880.00	\$ 3,520.00	\$ 1,470.84	\$ 5,883.36	\$ 1,000.00	\$ 4,000.00	\$ 800.00	\$ 3,200.00
W-21	Miscellaneous Class A Concrete	300	CY	\$ 120.00	\$ 36,000.00	\$ 139.70	\$ 41,910.00	\$ 161.71	\$ 48,513.00	\$ 125.00	\$ 37,500.00	\$ 150.00	\$ 45,000.00
W-22A	Remove 8" AC water line and replace w/ 8" DIP, Class 350	100	LF	\$ 100.00	\$ 10,000.00	\$ 104.50	\$ 10,450.00	\$ 68.03	\$ 6,803.00	\$ 45.00	\$ 4,500.00	\$ 65.00	\$ 6,500.00
W-22B	Remove 12" AC water line and replace w/ 12" DIP, Class 350	200	LF	\$ 110.00	\$ 22,000.00	\$ 125.40	\$ 25,080.00	\$ 104.80	\$ 20,960.00	\$ 82.00	\$ 16,400.00	\$ 80.00	\$ 16,000.00
W-23	Remove and Relocate offset Water main 12" DIP, Class 350 standard Joint Special Connecting to AC Water Line	2	EA	\$ 8,500.00	\$ 17,000.00	\$ 8,250.00	\$ 16,500.00	\$ 2,647.10	\$ 5,294.20	\$ 2,500.00	\$ 5,000.00	\$ 1,750.00	\$ 3,500.00
PAVEMENT STRUCTURES													
P-1	Asphalt overlay, type F, 1 ½" thick, minimum	1000	SY	\$ 10.00	\$ 10,000.00	\$ 21.86	\$ 21,860.00	\$ 12.36	\$ 12,360.00	\$ 12.00	\$ 12,000.00	\$ 13.00	\$ 13,000.00
P-2	Graded aggregate base, 10 ½" thick, 15' wide and asphalt patch 4" thick, including removal of 4" GAB and placement of bituminous tack coat	150	SY	\$ 25.00	\$ 3,750.00	\$ 80.25	\$ 12,037.50	\$ 74.16	\$ 11,124.00	\$ 72.00	\$ 10,800.00	\$ 70.00	\$ 10,500.00
P-7	4" asphalt pavement driveway replacement	520	SY	\$ 40.00	\$ 20,800.00	\$ 52.70	\$ 27,404.00	\$ 34.51	\$ 17,945.20	\$ 33.50	\$ 17,420.00	\$ 60.00	\$ 31,200.00
MISCELLANEOUS													
M-1	Flowable fill	500	CY	\$ 150.00	\$ 75,000.00	\$ 114.40	\$ 57,200.00	\$ 110.21	\$ 55,105.00	\$ 90.00	\$ 45,000.00	\$ 125.00	\$ 62,500.00
M-2	Rock excavation	100	CY	\$ 75.00	\$ 7,500.00	\$ 49.50	\$ 4,950.00	\$ 20.60	\$ 2,060.00	\$ 40.00	\$ 4,000.00	\$ 30.00	\$ 3,000.00
M-3	Foundation backfill, GA DOT Type II, for additional unclassified excavation	2000	CY	\$ 15.00	\$ 30,000.00	\$ 27.06	\$ 54,120.00	\$ 39.68	\$ 79,360.00	\$ 36.00	\$ 72,000.00	\$ 30.00	\$ 60,000.00
M-4	Clearing and Grubbing	5	ACRE	\$ 4,000.00	\$ 20,000.00	\$ 15,180.00	\$ 75,900.00	\$ 6,180.00	\$ 30,900.00	\$ 4,000.00	\$ 20,000.00	\$ 10,000.00	\$ 50,000.00
M-7A	Remove & replace 15" storm RCP	135	LF	\$ 70.00	\$ 9,450.00	\$ 41.78	\$ 5,640.30	\$ 72.10	\$ 9,733.50	\$ 40.00	\$ 5,400.00	\$ 45.00	\$ 6,075.00
M-7B	Remove & replace 30" storm RCP	90	LF	\$ 70.00	\$ 6,300.00	\$ 37.78	\$ 3,400.20	\$ 97.85					



Bid Tabulation for

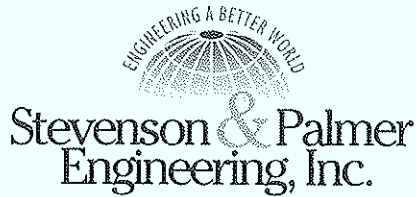
Project Name: Augusta Utilities Department
Main Interceptor Upgrade Replacement Phase II
Bid Number: 09-124
AUD Project No. 00007

Date: 7/23/2009
Project No.: G1240602
Prepared by: Eric Olson
Checked by: James Willson
Date: 7/23/2009

ALTERNATE NO. 1 UNIT PRICE TABLE:

PAY ITEM DESCRIPTION			Units	Estimated Quantity	Engineer's Opinion		Blair Construction, Inc.		Rockdale Pipeline		John D. Stephens, Inc.		Garney Construction		Morgan Contracting	
					Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
SANITARY SEWER																
S-3J	72" Diameter fiberglass reinforced polymer mortar pipe, Depth 8' to 10', including Type II (No. 57 stone) bedding material		LF	-558	\$ 750.00	\$ (418,500.00)	\$ 429.80	\$ (239,828.40)	\$ 415.47	\$ (231,832.28)	\$ 417.30	\$ (232,853.40)	\$ -	\$ -	\$ 520.00	\$ (290,160.00)
S-3K	84" Diameter fiberglass reinforced polymer mortar pipe, Depth 8' to 10', including Type II (No. 57 stone) bedding material		LF	-1055	\$ 800.00	\$ (844,000.00)	\$ 466.45	\$ (492,104.75)	\$ 476.90	\$ (503,129.50)	\$ 474.30	\$ (500,386.50)	\$ -	\$ -	\$ 560.00	\$ (590,800.00)
S-4J	72" Diameter fiberglass reinforced polymer mortar pipe, Depth 10' to 12', including Type II (No. 57 stone) bedding material		LF	-250	\$ 775.00	\$ (193,750.00)	\$ 429.80	\$ (107,450.00)	\$ 415.47	\$ (103,867.50)	\$ 417.30	\$ (104,325.00)	\$ -	\$ -	\$ 520.00	\$ (130,000.00)
S-4K	84" Diameter fiberglass reinforced polymer mortar pipe, Depth 10' to 12', including Type II (No. 57 stone) bedding material		LF	-5334	\$ 825.00	\$ (4,400,550.00)	\$ 466.45	\$ (2,488,044.30)	\$ 476.90	\$ (2,543,784.60)	\$ 474.60	\$ (2,531,516.40)	\$ -	\$ -	\$ 560.00	\$ (2,987,040.00)
S-5J	72" Diameter fiberglass reinforced polymer mortar pipe, Depth 12' to 14', including Type II (No. 57 stone) bedding material		LF	-1425	\$ 785.00	\$ (1,118,625.00)	\$ 429.80	\$ (612,465.00)	\$ 415.47	\$ (592,044.75)	\$ 417.30	\$ (594,652.50)	\$ -	\$ -	\$ 520.00	\$ (741,000.00)
S-5K	84" Diameter fiberglass reinforced polymer mortar pipe, Depth 12' to 14', including Type II (No. 57 stone) bedding material		LF	-1740	\$ 835.00	\$ (1,452,900.00)	\$ 466.45	\$ (811,623.00)	\$ 476.90	\$ (829,806.00)	\$ 474.60	\$ (825,804.00)	\$ -	\$ -	\$ 560.00	\$ (974,400.00)
S-6J	72" Diameter fiberglass reinforced polymer mortar pipe, Depth 14' to 16', including Type II (No. 57 stone) bedding material		LF	-1540	\$ 795.00	\$ (1,224,300.00)	\$ 429.80	\$ (661,892.00)	\$ 415.47	\$ (639,823.80)	\$ 417.30	\$ (642,642.00)	\$ -	\$ -	\$ 520.00	\$ (800,800.00)
S-6K	84" Diameter fiberglass reinforced polymer mortar pipe, Depth 14' to 16', including Type II (No. 57 stone) bedding material		LF	-380	\$ 845.00	\$ (321,100.00)	\$ 466.45	\$ (177,251.00)	\$ 476.90	\$ (181,222.00)	\$ 474.60	\$ (180,348.00)	\$ -	\$ -	\$ 560.00	\$ (212,800.00)
S-7J	72" Diameter fiberglass reinforced polymer mortar pipe, Depth 16' to 18', including Type II (No. 57 stone) bedding material		LF	-582	\$ 805.00	\$ (468,510.00)	\$ 429.80	\$ (250,143.60)	\$ 415.47	\$ (241,803.54)	\$ 417.30	\$ (242,868.60)	\$ -	\$ -	\$ 520.00	\$ (302,640.00)
S-8J	72" Diameter fiberglass reinforced polymer mortar pipe, Depth 18' to 20', including Type II (No. 57 stone) bedding material		LF	-30	\$ 815.00	\$ (24,450.00)	\$ 429.80	\$ (12,894.00)	\$ 415.47	\$ (12,464.10)	\$ 417.30	\$ (12,519.00)	\$ -	\$ -	\$ 520.00	\$ (15,600.00)
S-16J	72" Diameter fiberglass reinforced polymer mortar pipe, Depth 20' to 22', including Type II (No. 57 stone) bedding material		LF	-120	\$ 820.00	\$ (98,400.00)	\$ 429.80	\$ (51,576.00)	\$ 415.47	\$ (49,856.40)	\$ 417.30	\$ (50,076.00)	\$ -	\$ -	\$ 550.00	\$ (66,000.00)
S-16K	72" Diameter fiberglass reinforced polymer mortar pipe, Depth 22' to 24', including Type II (No. 57 stone) bedding material		LF	-180	\$ 825.00	\$ (148,500.00)	\$ 429.80	\$ (77,364.00)	\$ 415.47	\$ (74,784.60)	\$ 458.80	\$ (82,584.00)	\$ -	\$ -	\$ 550.00	\$ (99,000.00)
S-16L	72" Diameter fiberglass reinforced polymer mortar pipe, Depth 24' to 26', including Type II (No. 57 stone) bedding material		LF	-310	\$ 830.00	\$ (257,300.00)	\$ 429.80	\$ (133,238.00)	\$ 415.47	\$ (128,795.70)	\$ 458.80	\$ (142,228.00)	\$ -	\$ -	\$ 550.00	\$ (170,500.00)
S-58A	72" FRPM tee base (straight-thru) with 24" neck, including concrete encasement, fiberglass bench, and cast-in FWC coupling		EA	-7	\$ 12,500.00	\$ (87,500.00)	\$ 18,306.66	\$ (128,146.62)	\$ 10,566.25	\$ (73,963.75)	\$ 16,605.00	\$ (116,235.00)	\$ -	\$ -	\$ 15,000.00	\$ (105,000.00)
S-58B	72" FRPM tee base (1-miter) with 24" neck, including concrete encasement, fiberglass bench, and cast-in FWC coupling		EA	-3	\$ 15,000.00	\$ (45,000.00)	\$ 22,202.02	\$ (66,606.06)	\$ 15,541.75	\$ (46,625.25)	\$ 16,605.00	\$ (49,815.00)	\$ -	\$ -	\$ 19,000.00	\$ (57,000.00)
S-58C	72" FRPM tee base (2-miter) with 24" neck, including concrete encasement, fiberglass bench, and cast-in FWC coupling		EA	-2	\$ 17,500.00	\$ (35,000.00)	\$ 24,935.90	\$ (49,871.80)	\$ 19,249.30	\$ (38,498.60)	\$ 16,605.00	\$ (33,210.00)	\$ -	\$ -	\$ 21,000.00	\$ (42,000.00)
S-58E	84" FRPM tee base (straight-thru) with 24" neck, including concrete encasement, fiberglass bench, and cast-in FWC coupling		EA	-12	\$ 20,000.00	\$ (240,000.00)	\$ 19,906.15	\$ (238,873.80)	\$ 13,835.10	\$ (166,021.20)	\$ 16,605.00	\$ (199,260.00)	\$ -	\$ -	\$ 18,000.00	\$ (216,000.00)
S-58F	84" FRPM tee base (1-miter) with 24" neck, including concrete encasement, fiberglass bench, and cast-in FWC coupling		EA	-6	\$ 22,500.00	\$ (135,000.00)	\$ 24,428.61	\$ (146,571.66)	\$ 19,955.50	\$ (119,733.00)	\$ 16,605.00	\$ (99,630.00)	\$ -	\$ -	\$ 22,000.00	\$ (132,000.00)
S-58G	84" FRPM tee base (2-miter) with 24" neck, including concrete encasement, fiberglass bench, and cast-in FWC coupling		EA	-2	\$ 30,000.00	\$ (60,000.00)	\$ 28,367.90	\$ (56,735.80)	\$ 25,177.10	\$ (50,354.20)	\$ 16,605.00	\$ (33,210.00)	\$ -	\$ -	\$ 26,000.00	\$ (52,000.00)
S-58H	84" FRPM tee base (3-miter) with 24" neck, including concrete encasement, fiberglass bench, and cast-in FWC coupling		EA	-2	\$ 275.00	\$ (550.00)	\$ 32,353.20	\$ (64,706.40)	\$ 29,451.75	\$ (58,903.50)	\$ 16,605.00	\$ (33,210.00)	\$ -	\$ -	\$ 29,000.00	\$ (58,000.00)
S-59B	48" fiberglass MH risers		VF	-276	\$ 275.00	\$ (75,900.00)	\$ 348.56	\$ (96,202.56)	\$ 80.25	\$ (22,149.00)	\$ 264.00	\$ (72,864.00)	\$ -	\$ -	\$ 150.00	\$ (41,400.00)
S-3J-1	72" Diameter profile wall polyethylene pipe, Depth 8' to 10', including Type II (No. 57 stone) bedding material		LF	558	\$ 850.00	\$ 474,300.00	\$ 537.25	\$ 299,785.50	\$ 629.85	\$ 351,456.30	\$ 436.00	\$ 243,288.00	\$ 75.00	\$ 41,850.00	\$ 580.00	\$ 323,640.00
S-3K-1	84" Diameter profile wall polyethylene pipe, Depth 8' to 10', including Type II (No. 57 stone) bedding material		LF	1055	\$ 900.00	\$ 949,500.00	\$ 583.06	\$ 615,128.30	\$ 707.14	\$ 746,032.70	\$ 498.70	\$ 526,128.50	\$ -	\$ -	\$ 640.00	\$ 675,200.00
S-4J-1	72" Diameter profile wall polyethylene pipe, Depth 10' to 12', including Type II (No. 57 stone) bedding material		LF	250	\$ 875.00	\$ 218,750.00	\$ 537.25	\$ 134,312.50	\$ 629.85	\$ 157,462.50	\$ 436.00	\$ 109,000.00	\$ 75.00	\$ 18,750.00	\$ 580.00	\$ 145,000.00
S-4K-1	84" Diameter profile wall polyethylene pipe, Depth 10' to 12', including Type II (No. 57 stone) bedding material		LF	5334	\$ 925.00	\$ 4,933,950.00	\$ 583.06	\$ 3,110,042.04	\$ 707.14	\$ 3,771,884.76	\$ 498.70	\$ 2,660,065.80	\$ -	\$ -	\$ 640.00	\$ 3,413,760.00
S-5J-1	72" Diameter profile wall polyethylene pipe, Depth 12' to 14', including Type II (No. 57 stone) bedding material		LF	1425	\$ 885.00	\$ 1,261,125.00	\$ 537.25	\$ 765,581.25	\$ 629.85	\$ 897,536.25	\$ 436.00	\$ 621,300.00	\$ 75.00	\$ 106,875.00	\$ 580.00	\$ 826,500.00
S-5K-1	84" Diameter profile wall polyethylene pipe, Depth 12' to 14', including Type II (No. 57 stone) bedding material		LF	1740	\$ 935.00	\$ 1,626,900.00	\$ 583.06	\$ 1,014,524.40	\$ 707.14	\$ 1,230,423.60	\$ 498.70	\$ 867,738.00	\$ -	\$ -	\$ 640.00	\$ 1,113,600.00
S-6J-1	72" Diameter profile wall polyethylene pipe, Depth 14' to 16', including Type II (No. 57 stone) bedding material		LF	1540	\$ 895.00	\$ 1,378,300.00	\$ 537.25	\$ 827,365.00	\$ 629.85	\$ 969,969.00	\$ 436.00	\$ 671,440.00	\$ 75.00	\$ 115,500.00	\$ 580.00	\$ 893,200.00
S-6K-1	84" Diameter profile wall polyethylene pipe, Depth 14' to 16', including Type II (No. 57 stone) bedding material		LF	380	\$ 945.00	\$ 359,100.00	\$ 583.06	\$ 221,562.80	\$ 707.14	\$ 268,713.20	\$ 498.70	\$ 189,506.00	\$ -	\$ -	\$ 640.00	\$ 243,200.00
S-7J-1	72" Diameter profile wall polyethylene pipe, Depth 16' to 18', including Type II (No. 57 stone) bedding material		LF	582	\$ 905.00	\$ 526,710.00	\$ 537.25	\$ 312,679.50	\$ 683.82	\$ 397,983.24	\$ 436.00	\$ 253,752.00	\$ 75.00	\$ 43,650.00	\$ 580.00	\$ 337,560.00
S-8J-1	72" Diameter profile wall polyethylene pipe, Depth 18' to 20', including Type II (No. 57 stone) bedding material		LF	30	\$ 915.00	\$ 27,450.00	\$ 537.25	\$ 16,117.50	\$ 629.85	\$ 18,895.50	\$ 436.00	\$ 13,080.00	\$ 75.00	\$ 2,250.00	\$ 650.00	\$ 19,500.00
S-16J-1	72" Diameter profile wall polyethylene pipe, Depth 20' to 22', including Type II (No. 57 stone) bedding material		LF	120	\$ 920.00	\$ 110,400.00	\$ 537.25	\$ 64,470.00	\$ 672.29	\$ 80,674.80	\$ 436.00	\$ 52,320.00	\$ 75.00	\$ 9,000.00	\$ 630.00	\$ 75,600.00
S-16K-1	72" Diameter profile wall polyethylene pipe, Depth 22' to 24', including Type II (No. 57 stone) bedding material		LF	180	\$ 925.00	\$ 166,500.00	\$ 537.25	\$ 96,705.00	\$ 672.29	\$ 121,012.20	\$ 476.80	\$ 85,824.00	\$ 75.00	\$ 13,500.00	\$ 630.00	\$ 113,400.00
S-16L-1	72" Diameter profile wall polyethylene pipe, Depth 24' to 26', including Type II (No. 57 stone) bedding material		LF	310	\$ 930.00	\$ 288,300.00	\$ 537.25	\$ 166,547.50	\$ 672.29	\$ 208,409.90	\$ 476.80	\$ 147,808.00	\$ 75.00	\$ 23,250.00	\$ 630.00	\$ 195,300.00
S-58A-1	72" PWPE tee base (straight-thru) with 24" neck, including concrete encasement, polyethylene bench, and casting		EA	7	\$ 14,000.00	\$ 98,000.00	\$ 22,883.32	\$ 160,183.24	\$ 10,883.24	\$ 76,182.68	\$ 13,660.00	\$ 95,620.00	\$ 5,000.00	\$ 35,000.00	\$ 17,000.00	\$ 119,000.00
S-58B-1	72" PWPE tee base (1-miter) with 24" neck, including concrete encasement, polyethylene bench, and casting		EA	3	\$ 16,500.00	\$ 49,500.00	\$ 27,752.52	\$ 83,257.56	\$ 16,008.06	\$ 48,024.18	\$ 13,660.00	\$ 40,980.00	\$ 5,000.00	\$ 15,000.00	\$ 17,000.00	\$ 51,000.00
S-58C-1	72" PWPE tee base (2-miter) with 24" neck, including concrete encasement, polyethylene bench, and casting		EA	2	\$ 19,000.00	\$ 38,000.00	\$ 31,169.87	\$ 62,339.74	\$ 19,826.78	\$ 39,653.56	\$ 13,660.00	\$ 27,320.00	\$ 5,000.00	\$ 10,000.00	\$ 17,000.00	\$ 34,000.00
S-58E-1	84" PWPE tee base (straight-thru) with 24" neck, including concrete encasement, polyethylene bench, and casting		EA	12	\$ 21,500.00	\$ 258,000.00	\$ 24,882.68	\$ 298,592.16	\$ 14,250.15	\$ 171,001.80	\$ 13,660.00	\$ 163,920.00	\$ 10,000.00	\$ 120,000.00	\$ 17,000.00	\$ 204,000.00
S-58F-1	84" PWPE tee base (1-miter) with 24" neck, including concrete encasement, polyethylene bench, and casting		EA	6	\$ 24,000.00	\$ 144,000.00	\$ 30,535.76	\$ 183,214.56	\$ 20,554.17	\$ 123,325.02	\$ 13,660.00	\$ 81,960.00	\$ 10,000.00	\$ 60,000.00	\$ 17,000.00	\$ 102,000.00
S-58G-1	84" PWPE tee base (2-miter) with 24" neck, including concrete encasement, polyethylene bench, and casting		EA	2	\$ 31,500.00	\$ 63,000.00	\$ 35,459.87	\$ 70,919.74	\$ 25,932.41	\$ 51,864.82	\$ 13,660.00	\$ 27,320.00	\$ 10,000.00	\$ 20,000.00	\$ 17,000.00	\$ 34,000.00
S-58H-1	84" PWPE tee base (3-miter) with 24" neck, including concrete encasement, polyethylene bench, and casting		EA	2	\$ 1,775.00	\$ 3,550.00	\$ 40,441.50	\$ 80,883.00	\$ 30,335.30	\$ 60,670.60	\$ 13,660.00	\$ 27,320.00	\$ 10,000.00	\$ 20,000.00	\$ 17,000.00	\$ 34,000.00
S-59B-1	48" PWPE MH risers		VF	276	\$ 350.00	\$ 96,600.00	\$ 435.70	\$ 120,253.20	\$ 82.66	\$ 22,814.16	\$ 0.01	\$ 2.76	\$ 40.00	\$ 11,040.00	\$ 150.00	\$ 41,400.00
					Engineer's Total \$ 1,422,100.00		Calculated Total \$ 1,740,875.74		Calculated Total \$ 3,104,527.52		Calculated Total \$ 125,455.66		Calculated Total \$ 665,665.00		Calculated Total \$ 910,720.00	
							Bidder's Total \$ 1,740,875.74		Bidder's Total \$ 3,104,474.35		Bidder's Total \$ 125,139.16		Bidder's Total \$ 665,665.00		Bidder's Total \$ 910,720.00	
							Difference \$ -		Difference \$ 53.17		Difference \$ 316.50		Difference \$ -		Difference \$ -	
							Results		Results		Results		Results		Results	
							Conformed		Extension Error		Addition Error		Conformed		Conformed	

Attachment number 1
Page 2 of 2



Albany
Atlanta
Augusta

July 23, 2009

Mr. Clifford A. Goins, Interim Director
Augusta Utilities Department
360 Bay Street, Suite 180
Augusta, GA 30901

Re: Main Interceptor Upgrade Replacement Phase II
Procurement Bid Item: 09-124
AUD Project No. 00007
Engineer's Recommendation of Award

Dear Mr. Goins:

Stevenson & Palmer Engineering, Inc. (SPE) was present during the bid opening for the above referenced project on Tuesday, July 14, 2009, at 3:00 p.m. Bids from fifteen bidders were received for this project. The procurement department opened each bid and determined eight bidders appeared non-compliant or did not submit the required information with their bids. Bids from seven bidders were publicly read out loud with base bid and alternate pricing as follows:

Firm	Base Bid	Alternate No. 1
1. Blair Construction	\$11,621,588.25	Add \$1,740,875.74
2. Rockdale Pipeline	\$10,368,389.89	Add \$3,104,474.35
3. Oscar Renda Contracting, Inc.	\$8,904,000.00	Add \$3,819,256.00
4. W.L. Hailey	\$9,909,376.02	Add \$1,307,478.00
5. John D. Stephens, Inc.	\$8,104,210.46	Add \$125,139.16
6. Garney Construction	\$9,106,473.00	Add \$665,665.00
7. Morgan Contracting	\$12,847,500.00	Add \$910,720.00

After the bids were open and read out loud, the procurement department verified the bids from the above listed bidders were compliant with all required documentation to be submitted with the bid. The procurement department determined the bids from Oscar Renda Contracting and W.L. Hailey were not compliant, as Oscar Renda did not complete the EPD DBE Compliance Certification Forms properly and W.L. Hailey did not submit the Local Small Business Subcontractor/Supplier Utilization Plan.

We have tabulated and extended the unit prices of the remaining five compliant bidders, which is attached for your use. The results are summarized from lowest to highest bidder as:

<u>Firm</u>	<u>Calculated Base Bid</u>	<u>Alternate No. 1</u>
1. John D. Stephens, Inc.	\$8,104,210.46	Add \$125,455.66
2. Garney Construction	\$9,106,473.00	Add \$665,665.00
3. Rockdale Pipeline	\$10,368,305.58	Add \$3,104,527.52
4. Blair Construction	\$11,621,588.25	Add \$1,740,875.74
5. Morgan Contracting	\$12,931,795.00	Add \$910,720.00

July 23, 2009
Mr. Clifford A. Goins, Interim Director
Main Interceptor Upgrade Replacement Phase II
Engineer's Recommendation of Award
Page 2 of 2

Please note that the publicly read bid amounts from Rockdale Pipeline, Inc. and Morgan Contracting have been corrected through extending their unit price amounts after discovering columnar addition errors in both their total base bid price. The corrected amounts have no bearing on the order in which the bidders were ranked.

SPE prepared an opinion of construction costs for this project in the amount of \$16,056,869.00, which is included in the attached bid tabulation. Our cost opinion is almost 200% above the apparent low bidder's amount. We attribute this to the current favorable bidding climate along with overestimating pipe material costs. Although SPE overestimated the construction costs, the bids came in well grouped with a 12.4% difference between the apparent low and second place bidder.

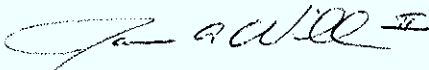
SPE has reviewed the unit prices of the apparent low bidder, John D. Stephens, Inc., and has determined that they appear to be reasonable and not unbalanced. As you are aware, SPE performed an extensive reference check to prequalify bidders for the Main Interceptor Phase I project. John D. Stephens, Inc. was reviewed at that time and deemed a qualified bidder. We have again verified the qualifications submitted with their bid and have not discovered references that would preclude John D. Stephens, Inc. from being considered a reasonable and qualified contractor.

The bidding of this project also included one alternate generally consisting of using Weholite pipe in lieu of HOBAS pipe. All the bidders determined a substantial additional cost to use Weholite; therefore we recommend AUD not accept Alternate No. 1.

Based upon the above information, we recommend that John D. Stephens, Inc. be awarded this project for the Bid Price of \$8,104,210.46 contingent upon receiving favorable recommendations from the Procurement Department, Legal Department, and the Disadvantaged Business Enterprise Office.

If you have any questions or concerns with regards to this recommendation, please feel free to contact us at your convenience.

Sincerely,
STEVENSON & PALMER ENGINEERING, INC.



James A. Willson, II, P.E.
Vice President

JAW/kmv F:\Projects\Augusta\G124-06-02 Main Interceptor Phase II\Bidding\Bid Item 09-124_Engineer Recommendation of Award.doc

Enc. Bid Tabulation dated 7/23/2009, 2 pages (11x17)

Cc: File G1240602 – Bidding
Jerry G. Delaughter, AUD
Joe Holland, AUD
Ms. Geri Sams, Procurement Department
Ms. Phyllis Mills, Procurement Department

Invitation To Bid

Sealed bids will be received at this office until 3:00 p.m., Tuesday, July 14, 2009 for furnishing:

Bid Item #09-124 Main Interceptor Upgrade-Phase II for Utilities Department

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

Geri A. Sams
Procurement Department
530 Greene Street - Room 605
Augusta, Georgia 30901
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 shall be obtained by all prime, subcontractors and suppliers exclusively from Augusta Blue Print. The fees for the plans and specifications which are non-refundable is \$250.00**

Documents may also be examined during regular business hours at the Augusta Builders Exchange, 1262 Merry Street, Augusta, GA 30904; F. W. Dodge Plan Room, 1281 Broad Street, Augusta, GA 30901. It is the wish of the Owner that all businesses are given the opportunity to submit on this project. To facilitate this policy the Owner is providing the opportunity to view plans online (www.augustablue.com) at no charge through Augusta Blue Print (706 722-6488) beginning Thursday, May 28, 2009. Bidders are cautioned that submitting a package without Procurement of a complete set are likely to overlook issues of construction phasing, delivery of goods or services, or coordination with other work that is material to the successful completion of the project. Bidders are cautioned that sequestration of documents through any other source is not advisable. Acquisition of documents from unauthorized sources places the bidder at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

A Mandatory Pre-Bid Conference will be held on Friday, June 19, 2009 @ 10:00 a.m. in the Procurement Department – Room 605. All questions must be submitted in writing to the office of the Procurement Department by fax at 706-821-2811 or by mail. No bid will be accepted by fax, all must be received by mail or hand delivered. All questions are to be submitted in writing by Wednesday, June 24, 2009 by 3:00 p.m.

No Bid may be withdrawn for a period of **120** 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 bidders' qualifications; a 100% performance bond and a 100% payment bond will be required for award.**

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. All specific requirements contained in the invitation to bid including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waiveable or modifiable by the Procurement Director. Please mark BID number on the outside of the envelope.

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle May 28, June 4, 11 18, 2009
Metro Courier June 3, 2009

cc: Tameka Allen Interim Deputy Administrator
 Drew Goins Utilities Department
 Jerry Delaughter Utilities Department
 Jody Crabtree Utilities Department

Bid Item #09-124 Main Interceptor Upgrade-Phase II for the City of Augusta - Utilities Department Bid Opening Date: Tuesday, July 14, 2009 @ 11:00 p.m.									
Vendors	Mabus Bros Construction 920 Molly Pond Road Augusta, GA 30901	Blair Construction P. O. Box 770 Evans, GA 30809	K.M. Davis Contracting 3259 Austell Road Marietta, GA 30008	S.J. Louis Construction 520 S. 6th Avenue Mansfield, TX 76063	Reynolds Inc. 300 East Broad Street Fairburn, GA 30213	McClam & Associates 1642 Holy Trinity Chur Little Mtn., SC 29075	Rockdale Pipeline 1925 Old Convington Conyers, GA 30013	Oscar Renda Contracting 608 Henrietta Creek Roanoke, TX 76262	W.L. Hailey 980 Hammond Dr Atlanta, GA 30328
Statement of Non-Discrimination		Yes	Did Not Submit	Yes	Yes		Yes	Yes	Yes
Conflict of Interest		Yes	Did Not Submit	Yes	Yes		Yes	Yes	Yes
Bid Form			Did Not Submit	Yes	Yes		Yes	Yes	Yes
Contractor Affidavit & Agreement		Yes	Did Not Submit	Yes	Yes		Yes	Yes	Yes
Subcontractor Affidavit		Yes	Did Not Submit	Missing E-Verifier Number	Yes		Yes	Yes	Yes
Non-Collusion Affidavit of Bidder/Offeror		Yes	Did Not Submit	Yes	Yes		Yes	Yes	Yes
Non-Collusion Affidavit of Subcontractor		Yes	Did Not Submit	Yes	Yes		Yes	Yes	Yes
Local Small Business Good Faith Effort		Yes	Did Not Submit	Yes	Yes		Yes	Yes	Yes
Local Small Business Subcontractor/Supplier Utilization Plan		Yes	Did Not Submit	Yes	Yes		Yes	Yes	Did Not Submit
Addendum 1		Yes	Yes	Yes	Yes		Yes	Yes	Yes
Bid Bond		Yes	Yes	Yes	Yes		Yes	Yes	Yes
Bid Price		\$11,621,588.25	Non-Compliant	Non-Compliant	Non-Compliant		\$10,368,389.89	Non-Compliant	Non-Compliant
Alternate 1		\$1,740,875.74					\$3,104,474.35		
DBE Compliance Cert. Forms		Yes	Did Not Submit	Not Properly Executed	Did Not Submit		Yes	Not Properly Executed	Yes
Buy America Forms		Yes	Did Not Submit	Yes	Yes		Yes	Yes	Yes

Attachment number 4
Page 1 of 3

Bid Item #09-124 Main Interceptor Upgrade-Phase II for the City of Augusta - Utilities Department Bid Opening Date: Tuesday, July 14, 2009 @ 11:00 p.m.									
Vendors	John Stephens, Inc 272 Hurricane Shoals Lawrenceville, GA 30045	Don Moorhead Constr 1513 Anderson Street Belton, SC 30809	Garney Construction 2001 Westside Pkwy Alpharetta, GA 30004	Kiewit Southern 450 Dividend Dr Peachtree City, GA 30269	Thalle Construction 900 NC Hwy 86 Hillsborough, NC 27278	Gary's Grading & Pipe 7434 Hwy 81 Monroe, GA 30656	Eutaw Construction 410 Old Richton Rd Petal, MS 39465	Rast Construction 2901 Shannon Oxmoor Birmingham, AL 35211	Strack Inc 125 Laser Indust Ct Fairburn, GA 30213
Statement of Non-Discrimination	Yes	Yes	Yes			Yes	Yes	Yes	
Conflict of Interest	Yes	Yes	Yes			Yes	Yes	Yes	
Bid Form	Yes	Yes	Yes			Yes		Yes	
Contractor Affidavit & Agreement	Yes	Yes	Yes			Yes	Yes	Yes	
Subcontractor Affidavit	Yes	Yes	Yes			Yes	Yes	Yes	
Non-Collusion Affidavit of Bidder/Offeror	Yes	Yes	Yes			Yes	Yes	Yes	
Non-Collusion Affidavit of Subcontractor	Yes	Yes	Yes			Yes	Yes	Yes	
Local Small Business Good Faith Effort	Yes	Yes	Yes			Yes	Yes	Yes	
Local Small Business Subcontractor/Supplier Utilization Plan	Yes	Yes	Yes			Yes	Yes	Yes	
Addendum 1	Yes	Yes	Yes			Yes	Yes	Yes	
Bid Bond	Yes	Yes	Yes			Yes	Yes	Yes	
Bid Price	\$8,104,210.46	Non-Compliant	\$9,106,473.00			Non-compliant	Non-Compliant	Non-Compliant	
Alternate 1	\$125,139.16		\$665,665.00						
DBE Compliance Cert. Forms	Yes	Did Not Submit	Yes			Did Not Submit	Did Not Submit	Not Executed	
Buy America Forms	Yes	Yes	Yes			Yes	Did Not Submit	Yes	

Bid Item #09-124 Main Interceptor Upgrade-Phase II for the City of Augusta - Utilities Department Bid Opening Date: Tuesday, July 14, 2009 @ 11:00 p.m.									
Vendors	Chandler Construction 5475 Holly Springs Douglasville, GA 30135	Morgan Contracting 6515 Highway 189 North Baker, FL 32531	Ruby Collins 4806 Wright Drive Smyrna, GA 30082						
Statement of Non-Discrimination	Yes	Yes							
Conflict of Interest	Yes	Yes							
Bid Form		Yes							
Contractor Affidavit & Agreement	Yes	Yes							
Subcontractor Affidavit	Yes	Yes							
Non-Collusion Affidavit of Bidder/Offeror	Yes	Yes							
Non-Collusion Affidavit of Subcontractor	Yes	Yes							
Local Small Business Good Faith Effort	Yes	Yes							
Local Small Business Subcontractor/Supplier Utilization Plan	Yes	Yes							
Addendum 1	Yes	Yes							
Bid Bond	Yes	Yes							
Bid Price	Non-Compliant	\$13,758,220.00							
Alternate 1		\$910,720.00							
DBE Compliance Cert. Forms	Did Not Submit	Yes							
Buy America Forms	Yes	Yes							

Mandatory Pre-Bid Meeting

Bid Item #09-124

Main Interceptor Upgrade-Phase II
For The City of Augusta - Utilities Department
Friday, June 19, 2009 at 10:00 a.m.

PLEASE PRINT

NAME	COMPANY/DEPT.	ADDRESS/CITY/STATE/ZIP CODE	TELEPHONE NUMBER	FAX NUMBER	Prime/Sub/
1. Ashley Quinn	W.L. Hailley & Co.	980 Hammond Drive, Two Lakeside Commons Suite 8251, Atlanta, GA 30328	678 441 9565	678 441 9424	Prime
2. DANEC DUPONT	KM DAVIS	3259 AUSTELL ROAD MARIETTA GA, 30008	770 434 0095	770 434 1009	Prime
3. Jason Korn Greg Harris	Garney Construction	2001 Westside Pkwy Suite 180 Alpharetta, GA 30004	770 434 4141	770 434 4144	Prime
4. Jenny Davis	Holland Pump	836 Jones Swamp Rd. Walterboro SC 29488	843 324-5817	843 538-2339	Vendor
5. Patrick Dillard	Blair Construction	P.O. Box 770 Evans, GA 30809	706 808-1950	706 808-1855	Prime
6. Kerry Thompson	L.F. Manufacturing Inc.	2450 Industrial Blvd, Waycross, GA 31503	912-285-7576	912-285-7553	Vendor
7. Gerald Wail	Augusta utilities	360 Bay Street Suite 180 Augusta, GA 30615	706-312-4156	706-312-4153	
SUZANNE PERRY	GARY'S GRADING & PIPELINE CO. INC.	7434 HWY 81 MONROE, GA 30656	770-267-0925	770-267-1270	PRIME
9. Justin Whitman	S. J. Lewis Construction of Texas	520 South 6th Ave. Mansfield, TX 76063	817-477-0320	817-477-0552 817-477-0320	Prime
10. Quay Williams	DBE	501 Greene St Augusta, GA 30601	706 821-2404	706 821-9228	
Item # 6. Phyllis Mills	Procurement		706 821-2888	706 821-2811	
Darrell White	Procurement		706 821-2423	706 821-2811	

Mandatory Pre-Bid Meeting
Bid Item #09-124
Main Interceptor Upgrade-Phase II
For The City of Augusta – Utilities Department
Friday, June 19, 2009 at 10:00 a.m.

PLEASE PRINT

NAME	COMPANY/DEPT.	ADDRESS/CITY/STATE/ZIP CODE	TELEPHONE NUMBER	FAX NUMBER	Prime/Sub/
1. Bill Weeks	Cherokee Construction Services, Inc.	1511 N. Hwy 100 / S.W. 290606	804-227-3221 x13	804-227-3223	Prime
2. Stephen K. Little	Krewitt Southern Co.	450 Dividend Dr Dacula, GA 30069	770-487-2300	770-487-0008	Prime
3. Tim North	Garito & Geating Bros.	P.O. Box 2644 Evans, Ga. 30809	706-960-5981	706-960-9639	Prime
4. Sammy Dominick	McClam & Associates	1642 Holy Trinity Church Rd Little Man, SC 29075	803-345-9194	803-345-5362	Prime
5. Bill Head	DS Utiliko, Inc.	1644 Holy Trinity Church Rd Little Man, SC 29075	803-345-9106	803-345-5362	Prime
6. Rob Wren	Ferguson Waterworks	702 MEHLGUT IND. AUGUSTA, GA 30909	(706) 860-2233 (706) 833-1335	(706) 855-7204	Supply
7. Tony Highfield	Eagle Utility Corp.	1350 Garach Rd. Bishop, GA 30621	706-769-6015 Cell 706-533-9107	706-769-1638	Paint
8. Rick Rendon	Rockledge Pipe Lines For Contractors, Inc.	P.O. Box 1157 Conyers, GA 30012	770-822-4323	770-483-2562	Prime
9. DAN STEVENS	Rockledge Pipe Lines, Inc.	P.O. Box 1157 Conyers, GA 30012	770-922-4323	770-483-2562	'
10. Brian Brandstetter	Rain For Rent	313 Marble Mill Rd Atlanta, GA	678/594 6601	678/594 6605	Sub
1. BOB BARKER	HARRIS CONSTRUCTION	1736 MARTIN CHAPEL RD AUGUSTA GA 30906	706/667 9903	706/667 9905	SUB

Item # 6

Mandatory Pre-Bid Meeting
Bid Item #09-124
Main Interceptor Upgrade-Phase II
For The City of Augusta - Utilities Department
Friday, June 19, 2009 at 10:00 a.m.
PLEASE PRINT

NAME	COMPANY/DEPT.	ADDRESS/CITY/STATE/ZIP CODE	TELEPHONE NUMBER	FAX NUMBER	Prime/Sub/
1. Tim Dillane	Consolidated Pipe & Supply	1241 Farrington Rd. MARIETTA, GA 30060	706-342-9402	706-342-7950	X
2. Andy Hedrick	REYNOLDS INC.	300 EAST BROAD ST. FAIRBURN GA 30213	(770) 969-4040	(770) 969-4363	PRIME
3. Scott Cline	Ruby-Collins, Inc.	4806 Wright Drive MARIETTA, GA 30067	770-432-2900	770-434-0586	PRIME
4. Jonathan Stracke	Stracke, Inc.	125 Lazer Industrial Ct Fairburn, GA 30213	770-969-1591	770-969-7889	PRIME
5. Dennis Bailey	Oscar Renda Contracting	608 Henrietta Creek Rd. Roanoke, TX 76262	817-491-2703	817-491-1627	PRIME
6. Bill LeViney	Thalle Construction	Hillsborough 27279 YOUNG 26 NORTH	919-241-1631	919-241-1659	PRIME
7. Steven Archer	JOHN D. STEPHENS, INC.	272 HURLOCK SHORE RD LAWRENCEVILLE, GA 30046	770-972-8000	770-974-3748	PRIME
Joshua J. Layton	Eutaw Construction	410 Old Ricketon Road Petal, MS 39465	601 544 0168	601 544 0195	PRIME
9. JASON LEE	Integral Municipal Service Corporation	636 South Central Ave. Suite 201 ATLANTA, GA 30354	770-997-2467	924-7520 404-551-1111	PRIME
10. Gary Gartner	MORGAN CONTRACTING, Inc	5301 Kyles Ave. N., Suite 203 Alberville, MN 55301 *Corporate: Atlanta, FL	763-688-0493	763-322-5054	PRIME
Item # 6.	sunbelt pump power	1540 I-15 Dr conyers GA	404-933-3200		By pass sharing

Mandatory Pre-Bid Meeting
Bid Item #09-124
Main Interceptor Upgrade-Phase II
For The City of Augusta - Utilities Department
Friday, June 19, 2009 at 10:00 a.m.

PLEASE PRINT

NAME	COMPANY/DEPT.	ADDRESS/CITY/STATE/ZIP CODE	TELEPHONE NUMBER	FAX NUMBER	Prime/Sub/
1. Bob Kew	KWH Pipe	5475 Holly Springs Dr. Douglasville, GA 30135	770-715-9009	(678) 391-8020	Pipe supplier
2. HARRY BOULSBY	Marus Bros. Constr. Co	920 Molly Ann Rd Augusta, GA 30901	706-722-8941	706-722-7521	Prime
3. Clay Bailey	Rast Const. Inc.	2401 Shannon/Orman Rd. Milledgeville, GA 31211	205-942-6808	205-942-6942	Prime
4. Chris Strickland	SpectraShield Lines	802 Hidden Springs Dr. Waverly, GA 30850	678-953-2030	813-661-0224	Sub
5. Kevin Moorhead	Moorhead Const. Inc.	1513 Anderson Street Belton, SC 29627	864/ 338-0888	864/ 338-1444	Prime
6. REED WATERBURY	GODWIN PUMPS	2291 TECHNICAL PKWY N. CHARLESTON, SC 29406	843 818-2266	843 818-2230	Sub VENDOR
7. Dyonna Carter	Tritt Contracting	215 Shelby Lane Jasberg, GA 30143	706-53-1187		Sub
JOE SCHMITS	HOBAS PIPE USA	843 RUSSELL DR NASHVILLE, TN 37209	832 622-7202	615 352-0506	PIPE SUPPLIER
9. Roger Marlow	Hobby Const Co Inc	13699 SC Hwy 34 Newberry SC 29108	803- 276-8828	803- 276-6545	Prime
10. Willem Boltong	Wach Pipe Systems	102 Bucklewood Rd. Greenwood SC 29649	803- 223-0593	864 223-9406	Prime
Item # 6:					

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

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Planholders List

Member Name City of Augusta, GA (Augusta Commission)

Bid Number ITB-09-124-0-2009/PJM

Bid Name Main Interceptor Upgrade Phase II

2 Document(s) found for this bid

19 Planholder(s) found.

Add Planholder

Supplier Name ▲	Phone	Fax	Doc Count	Attributes	Programs	Actions
Apollo Video Technology	4254837100	4254837200	2			Documents
Arcadis	7704318666	7704318666	2			Documents
Arcadis	7707318666	7707318666	1			Documents
Atkinson Construction	3039851660	3039851111	1			Documents
Calsak Palastics	0000000000	0000000000	1			Documents
Construction Journal, Ltd.	8007855165	8005817204	1			Documents
Gary's Grading & Pipeline Co	7702670825	7702671270	1			Documents
Gary's Grading & Pipeline Co., Inc.	7702670825	7702671270	2			Documents
Gibbs & Register Inc	4076546133	4079052941	2			Documents
Gulf Coast Contracting, LLC	7279336081	7279370967	2	1. Small Business		Documents

Page 1 of 2 first | previous | [next](#) | [last](#)Format for Printing ☐ No ☒DemandStar is a product of Onvia, Inc. (c) 1997-2009. All rights reserved. | [Terms of Use](#) | [Privacy](#)

User: Mills, Phyllis

Organization:

City of Augusta, GA (Augusta Commission)

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Planholders List

Member Name City of Augusta, GA (Augusta Commission)

Bid Number ITB-09-124-0-2009/PJM

Bid Name Main Interceptor Upgrade Phase II

2 Document(s) found for this bid

19 Planholder(s) found.

Add Planholder

Supplier Name ▲	Phone	Fax	Doc Count	Attributes	Programs	Actions
Kiewit Southern Co.	7704872300	7704870005	2			Documents
Mcs Of Tampa	8138720217	8138766317	2	1. Hispanic Owned 2. Small Business		Documents
Mechanical Jobbers marketing Inc.	7704825220	7704825220	2			Documents
MixOnSite, LLC	8474159601	8474780048	2			Documents
Reynolds, Inc.	5025851241	5025854169	2			Documents
Rowe Inc	8034372315	8034372317	2			Documents
S.J. Louis Construction of Texas, Ltd.	8174770320	8174770552	1			Documents
Strack Inc	7709691591	7709647889	2			Documents
Utilipath, LLC	7049481005	7046583929	2			Documents

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BLAIR CONSTRUCTION
ATTN PATRICK DILLARD
PO BOX 770
EVANS GA 30809

BEAMS CONTRACTING
ATTN BUDDY ROWLAND
2335 ATOMIC ROAD
BEECH ISLAND SC 29842

MABUS BROS CONSTRUCTION
ATTN JEFF COOPER
920 MOLLY POND ROAD
AUGUSTA GA 30901

MOORHEAD CONSTRUCTION
ATTN DON MOORHEAD
1513 ANDERSON STREET
BELTON SC 29627

REEVES CONSTRUCTION
ATTN MIKE EDWARDS
PO BOX 1129
AUGUSTA GA 30903

CONSTRUCTION PERFECTED INC
ATTN BRANDON COOPER
587 CHERRY AVENUE
NORTH AUGUSTA SC 29841

STORM WATER SOLUTIONS
ATTN THERON SAPP
437 CAMBRIDGE CIRCLE
MARTINEZ GA 30907

D & S UTILITIES
ATTN BOB MCCLAM
1644 HOLY TRINITY CHURCH ROAD
LITTLE MOUNTAIN SC 29075

TOMMY L GRIFFIN PLUMBING
ATTN TRIPP GRIFFIN
3743 ATLANTIC AVENUE
MACON GA 31204

L-J INC
ATTN RANDALL MCCLAIN
220 STONERIDGE DRIVE, SUITE 405
COLUMBIA SC 29210

RUBY-COLLINS, INC.
ATTN: BOBBY CATES
4806 WRIGHT DRIVE
SMYRNA, GA 30082

SOUTHERN SITE DESIGN
ATTN LEE JEFFCOAT
PO BOX 2327
EVANS GA 30809

L&L UTILITIES
ATTN LORRIE
746 ROBERT WEBB ROAD
DUBLIN GA 31027

JOHN STEPHENS, INC.
ATTN STEVEN ARCHER
272 HURRICANE SHOALS ROAD
LAWRENCEVILLE, GA 30045

EAGLE UTILITY
ATTN TIM MCELROY
1350 BRANCH ROAD
BISHOP, GA 30627

DREW GOINS
AUGUSTA UTILITIES

JERRY DELAUGHTER
AUGUSTA UTILITIES

YVONNE GENTRY
AUGUSTYA DBE OFFICE

JODY CRABTREE
AUGUSTA UTILITIES

BID ITEM #09-124
MAIN INTERCEPTOR UPGRADE-
PHASE II
MAILED OUT THURSDAY 05/28/09

BID ITEM 09-124
MAIN INTERCEPTOR UPGRADE-
PHASE II
FOR AUGUSTA UTILITIES DEPART.
BID DUE TUES. 7/14/09 @ 3:00 P.M.



Augusta Utilities Department

Drew Goins, Interim Director

Jerry Delaughter, P.E., Interim Assistant Director

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

MEMO

DATE: September 14, 2009

TO: Geri Sams, Procurement Director

FROM: Drew Goins, Interim Director

SUBJECT: Re-Bid Item # 09-114 ^{2 PRH} Main Interceptor Upgrade Replacement-Phase 2

We have reviewed the bid tab sheet and submittals received for the subject item. We have also considered the design engineer's (Stevenson and Palmer Engineer, Inc.) recommendation for award and budget requirements.

I concur with the recommended award of subject bid item to the low bidder; John D. Stephens, Inc. in the amount of \$8,104,210.46.

Signature of Director:



**Engineering Services Committee Meeting
9/28/2009 1:00 PM
Consultant Services for EECBG**

Department: Planning Commission

Caption: Approve contract for consultant services related to the Department of Energy's Energy Efficiency and Conservation Block Grant.

Background: A grant from the Department of Energy for \$1,696,600 has been approved under the ARRA. One of the stipulations of that grant is that an energy plan, referred to as an "Energy Efficiency and Conservation Strategy" has to be completed, adopted, and submitted to DOE by December 21, 2009. On August 4 Shaw Environmental & Infrastructure, Inc. was approved by the Commission to provide these services subject to a subsequent approval of the contract.

Analysis: The enclosed contract has been negotiated between Shaw and Staff. It has been submitted to the Law Department but not approved as of this date (September 21). Due to critical time constraints I ask that the Commission approve the contract subject to the review of the Law Department, and subject to minor changes as necessitated by that review.

Financial Impact: The source of the funding is the 100% federal EECBG which was approved on August 21 by DOE. The consultant wants \$161,423.50 to do the work but only \$150,000 is reserved in the grant. It is my understanding that funds may be moved between grant line items, which means that we can fund the full \$161,423.50. If this is incorrect then we would have to reduce the scope of the work or contribute \$11,423.50.

Alternatives: Sign this contract or lose the grant due to the deadlines that have been set.

Recommendation: Approve the contract subject to any revisions required by the Law Department and subject to the solution of the financial issues outlined above.

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

REVIEWED AND APPROVED BY:

Clerk of Commission

CONSULTANT SERVICES AGREEMENT (CSA)

For

ENERGY EFFICIENCY STUDY CONSULTANT SERVICES

BETWEEN

THE CITY of AUGUSTA

AND

SHAW ENVIRONMENTAL & INFRASTRUCTURE, INC.

This Agreement is made and entered into this _____ day of _____, 2009 by and between the City of Augusta, Augusta, GA, hereinafter called the "CITY" and Shaw Environmental & Infrastructure, Inc. (Shaw) a Corporation authorized to do business in Georgia, hereinafter called the "CONSULTANT".

Whereas, the CITY desires to engage a qualified and experienced consulting firm to furnish professional services to:

**Design an Energy Efficiency and Conservation Strategy
for the
City of Augusta**

Whereas the CONSULTANT has represented to the CITY that is experienced and qualified to provide the services contained herein and the CITY has relied upon such representation.

Now, therefore, inconsideration of the mutual promises and covenant herein contained, it is agreed by and between the CITY and CONSULTANT that the CONSULTANT shall provide the professional services of the Project (see Scope of Services).

CRITERIA

The following shall be used as the basis for the professional services contained herein:

Requirements, regulations and procedures as required for funding from the U.S. Department of Energy (DOE) for Energy Efficiency and Conservation Block Grant (EECBG) funding provided for in the American Recovery and Reinvestment Act of 2009 (ARRA).

The CONSULTANT shall gather from the CITY all available data and information pertinent to the performance of the services for the Project. The CITY shall have the final decision as to what data and information is pertinent.

The CONSULTANT shall ensure that the data and information meet the applicable standards as specified herein.

The CONSULTANT shall report in writing any discovery of errors or omissions contained in the data and information furnished by the CITY.

The CONSULTANT shall visit and become acquainted with the local conditions involved in carrying out this Agreement. The CONSULTANT may request that a representative of the CITY be present during visits.

The CONSULTANT shall recommend and secure the CITY's written approval of, the manner of project plans and presentation and the methods to be used in the plan preparation so that these plans can be best utilized, as determined by the CONSULTANT and approved by the CITY, in the orderly preparation of the detailed **Energy Efficiency and Conservation Strategy**. Upon receipt of the CITY's written approval of the manner of the project plan presentation and methods of plan preparation, the CONSULTANT shall proceed with implementation of plan preparation.

The General Term and Conditions of this agreement found in Attachment "E".

AMOUNT OF CONTRACT

It is agreed that the compensation hereinafter specified to perform the services (see Scope of Services) required by this agreement includes both direct and indirect costs chargeable to the project, as further defined in Appendix D

City of Augusta
Planning Commission

Professional Services Fee: **\$161,423.50**

IN WITNESS WHEREOF, said parties have hereunto set their seals the day and year written below and as evidenced by signatures in ATTACHMENT "E".

Executed on behalf of CONSULTANT

RECOMMENDED FOR APPROVAL:

SHAW ENVIRONMENTAL &
INFRASTRUCTURE, INC.

Consultant Firm

CITY OF AUGUSTA, GA

Representative

Honorable Deke Copenhaver, Mayor

Approved: Date: _____
(Attached Corporate Seal)

Approved: Date: _____
(Attached Corporate Seal)

Title: _____

Title: _____

CONSULTANT PROPOSAL

SCOPE OF SERVICES

General Scope of Services

The services to be furnished by the CONSULTANT under this Agreement shall be those necessary to:

1. Develop and Energy Efficiency and Conservation Strategy (EECS) for the City of Augusta.
2. Provide performance Evaluation and Detailed Reporting assistance consistent with attachment "C" of the Federal Opportunities Announcement, the American Recovery and Reinvestment Act of 2009 and the US DOE.
3. Provide services leading to the identification and capture of funding from alternative sources outside of the formula grant.

Services shall be provided in accordance with the Scope of Services for each phase of the work with the following specific items of clarification:

ATTACHMENT “A”

SCOPE OF SERVICES

The Shaw Team’s suggested approach to delivering the scope of services set forth in the City Augusta’s Energy Efficiency Study Consultants RFP is divided into three tasks. Each of these tasks is described in detail below.

Element 1:

Develop an Energy Efficiency and Conservation Strategy (EECS) for the City of Augusta Richmond County Government

In Element 1, the Shaw Team will facilitate a strategic planning process that will help inform development of the City’s Energy Efficiency and Conservation Strategy and the selection of programmatic initiatives to be pursued. It will be consistent with the EECBG regulations that require it be completed within 120 days of the award of the grant. The Shaw Team’s approach to this work is described in the sub-tasks below.

Sub-task E - 1.1 – Conduct Project Kick-off Meeting

At the start of the strategic planning process, the Shaw Team will conduct a kick-off meeting with the City. Prior to the meeting, the City will have identified personnel who will work with us throughout the project—that is, a core working group. The City’s team should include a representative from the City Manager’s office as well as individuals responsible for capital planning, fleet, facilities, budget and municipal regulations (e.g., zoning and codes). To facilitate project management, the Shaw Team recommends that the City appoint a project liaison among its team members to serve as our primary point of contact.

At the project kick-off meeting, we will brief participants on the project approach and schedule, confirm the City’s project objectives and discuss information and data needed for successful completion of the project. We also will discuss with the City which additional stakeholders should be involved in the project and what their roles might be. Our understanding is that, at a minimum, the City intends to have a Steering Committee. Prospective members of each should be identified at the kick-off meeting, along with strategies for approaching them. Any other stakeholders and their potential roles in the project also will be discussed.

Deliverables for this sub-task will consist of a memo to all kick-off meeting participants finalizing the project scope, objectives, approach and schedule; identifying operational and performance data that will be required and action steps for obtaining it; and providing a preliminary list of Steering Committee members, Community Advisory Group members and other stakeholders, if applicable, that will be involved in the project.

Sub-task E 1.2 – Advise the City on appropriate membership of advisory groups and facilitate meetings of the groups

Using information obtained at the project kick-off meeting and its own research on local and regional initiatives, the Shaw Team will advise the City on the appropriate membership and roles of the Steering Committee, Community Advisory Group and any other groups deemed helpful to development of the EECS. We also will recommend a method for soliciting input from these groups and propose a schedule of meetings at which we will seek their input during EECS development. After the schedule is approved by the City, the Shaw Team will plan and facilitate the meetings.

Deliverables for this sub-task will consist of written recommendations on the appropriate membership of the Steering Committee and Community Advisory Group, a proposed schedule of meetings for the groups, meeting minutes and lists of action items and actions taken resulting from meetings with stakeholders.

Sub-task E1.3 – Implement broader public involvement process

The Shaw Team will develop and propose a public participation process that will allow broader public input to the EECS. At this time, we envision the need for two public meetings. The first meeting will be held to obtain public input on a draft EECS; a second meeting will be held closer to the end of EECS development to inform the public about programmatic initiatives of the EECS and help secure buy-in.

Deliverables for this sub-task will include a recommended strategy for obtaining public input on the EECS and a proposed schedule for the meetings, meeting minutes and written descriptions of feedback received through the public participation process.

Sub-task E1.4 – Document information relevant to the strategic planning process

Information and input gained during the strategic planning process will be captured, documented and shared, as appropriate, by the Shaw Team. Documents likely to be produced include meeting minutes, descriptions of feedback received through the public participation process, summaries of any research conducted, action items and actions taken resulting from meetings with stakeholders, etc. Electronic copies of all of these documents will be furnished to the City upon request.

Deliverables for this sub-task will include all of the deliverables associated with the sub-tasks above, as well as summaries of any research conducted in the course of the strategic planning process.

Element 2:

Performance Evaluations and Detailed reporting consistent with Attachment “C” of the Federal Opportunities Announcement

Sub-task E2.1 – Develop Efficient Performance Reporting Formats

The Shaw team will develop Reporting requirements under the EECBG Program that will consist of the following types of reports that are described in the Federal Opportunities Announcement, Attachment C:

Special Status Report: The recipient must report the following events by e-mail as soon as possible after they occur:

1. Developments that have a significant favorable impact on the project.
2. Problems, delays, or adverse conditions which materially impair the recipient’s ability to meet the objectives of the award or which may require DOE to respond to questions relating to such events

from the public. For example, the recipient must report any of the following incidents and include the anticipated impact and remedial action to be taken to correct or resolve the problem/condition:

Financial Reporting: Submit a Quarterly Progress Report and the SF-425 Federal Financial Report.

Closeout Reporting: Property Certification

EECS Strategy : The Shaw Team will create and submit a Energy Efficiency and Conservation Strategy (EECS) which will make this report unnecessary for the City of Augusta. This activity will be completed no later than one-hundred twenty (120) days after the effective date of the award.

Sub-task E2.2 - Quarterly and Annual Reports for duration of Grant Award Period

Annual Reports : The annual report shall describe the status of development and implementation of the energy efficiency and conservation strategy and an assessment of energy efficiency gains within the jurisdiction of the City of Augusta. The annual report shall also address the metrics discussed later.

ARRA Performance Progress Report : At the end of each calendar quarter the Shaw Team shall assist the City of Augusta with the submission this report. The report shall address the following:

1. The total amount of American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, covered funds received from that agency;
2. The amount of American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, covered funds received that were expended or obligated to project or activities;
3. A detailed list of all projects or activities for which American Recovery and Reinvestment Act of 2009, funds were expended or obligated including on:

The metrics described below are designed to track the accomplishments of projects funded by EECBG. Grant recipients will be presented with reporting requirements at the time they receive funding and will be expected to report their achievements in terms of the specified metrics presented below. Shaw will assist the City of Augusta with required reporting.

The City of Augusta will be required to report quarterly on project expenditures, and also on specific activities and achievements.

Expenditures: Accurate records will be kept on project expenditures for all EECBG ARRA funded efforts. The specific information to be gathered and tracked is listed below. It will be the same for all project types:

- Expenditures for project activities
- Expenditures for administration
- Expenditures for evaluation
- Leveraged funds

Metrics Activity: The key metrics to be reported will vary by project type. The minimum information to be reported, by project activity type, is reported below.

1. Building Codes and Standards
2. Building Retrofits

3. Clean Energy Policy
4. Building Energy Audits
5. Energy Efficiency Rating and Labeling
6. Government, School, Institutional Procurement
7. Industrial Retrofit Support
8. Loans, Grants, and Incentives
9. Incremental Cost for Efficiency and Design Elements in New Buildings
10. Renewable Energy Market Development
11. Financial Incentives for Energy Efficiency
12. Technical Assistance
13. Transportation
14. Workshops, Training, and Education
15. Other Activities Not Previously Defined

Sub-task E2.3 – Recommend tools for tracking and reporting metrics required by EECBG

The Shaw Team will work with the City to recommend tools for tracking and reporting metrics required by EECBG. We will begin by assessing the extent to which the City's existing information management systems track—or are capable of tracking—the required information. We will then identify any gaps in existing data collection and tracking systems and recommend strategies to bridge those gaps so that the City can meet ARRA's transparency and accountability requirements.

Deliverables for this sub-task will consist of a memo identifying any relevant gaps in the City's existing data collection and tracking systems and recommending strategies to bridge those gaps.

Shaw will prepare these audits for review and approval by the City prior to submittal:

Energy Savings (kwh equivalents)

- Annual reduction in natural gas consumption (mmcf) by sector and end-use category
- Annual reduction in electricity consumption (MWh) by sector and end-use category
- Annual reduction in electricity demand (MW) by sector and end-use category
- Annual reduction in fuel oil consumption (gallons) by sector and end-use category
- Annual reduction in propane consumption (gallons) by sector and end-use category
- Annual reduction in gasoline and diesel fuel consumption (gallons) by sector and end-use category

Job Creation/Retention

- Number
- Type
- Duration

Renewable Energy Capacity and Generation:

- Amount of wind-powered electric generating capacity installed (MW)
- Amount of electricity generated from wind systems (MWh)
- Amount of photovoltaic generating capacity installed (MW)

- Amount of electricity generated from photovoltaic systems (MWh)
- Amount of electric generating capacity from other renewable sources installed (MW)
- Amount of electricity generated from other renewable sources (MWh)

Emissions Reductions (tons) (CO2 equivalents)

- Methane
- Carbon
- Sulfur dioxide
- Nitrogen oxide
- Carbon monoxide

Element 3:

EECS Strategic Planning and Alternate Funding Capture

In Task 3, the Shaw Team will provide services leading to the identification and capture of funding from alternative sources outside of the formula grant. This work is described in the sub-tasks below.

Sub-task E3.1 – Research energy efficiency and conservation programmatic opportunities available for City operations and the community

In developing the EECS, the Shaw Team will use the municipal energy plan development process. We will begin by requesting information about energy use by sector—municipal, residential, commercial and industrial. We also will review relevant and available environmental assessments, municipal and community plans, environmental program documentation, municipal fleet inventories, capital improvement plans and budgets and any other relevant information to identify energy efficiency and conservation opportunities. To facilitate the EECS planning process, the Shaw Team will provide a list of the types of materials needed to the City before the project kick-off meeting.

After analyzing all relevant and available information, the Shaw Team will develop a preliminary list of possible energy efficiency and conservation opportunities. We then will meet with the City's core working group for an EECS scoping session. The scoping session is a structured information-gathering and planning process that produces:

- Municipal energy efficiency and other, related objectives
- Groups to target for energy efficiency
- Resources that support municipal objectives and targeted groups
- Partners who can help with implementation
- A list of energy efficiency and conservation projects, by targeted group
- Performance measures for projects
- Timeline or schedule for project implementation

Information and insights gained through the research process and EECS scoping session will be used to inform development of the EECS; thus

The Deliverable for this sub-task will be the final EECS, as described in sub-task 3.5.

Sub-task E3.2 – Prioritize programs s for funding

In this sub-task, the Shaw Team will assist the Steering Committee in prioritizing energy efficiency and conservation programs for funding. Criteria used to prioritize the programs will be determined by the City and Steering Committee, but may include the following:

- Extent to which the program supports municipal objectives
- Ability to meet ARRA and EECBG goals
- Ability to be sustained after ARRA funding is exhausted
- Likelihood of success, which will depend greatly on strength of supporting partners, resources and community support

Deliverables for this sub-task will consist of a prioritized list of programs for funding.

Sub-task E3.4 – Identify other potential funding sources

Through the research and scoping session activities described in sub-task 3.1, the Shaw Team will compile a detailed inventory of government and other resources that can be leveraged to fund selected energy efficiency and conservation programs. The resource inventory will include programmatic, in-kind, regulatory and financial resources, and will be drafted after the scoping session. When a list of programs have been selected for inclusion in the EECS, as described in sub-task 3.2, the Shaw Team will identify available resources that may be leveraged for each program.

Deliverables for this sub-task will consist of a comprehensive resource inventory and a list of resources by program.

Sub-task E3.5 – Prepare EECS for submission to U.S. DOE

In this sub-task, the Shaw Team will prepare the final EECS for submission to U.S. DOE, using the stipulated forms and process. We will prepare drafts of the forms and submit them to the City for approval prior to finalizing and submitting them.

Deliverables for this sub-task will consist of draft and final EECS forms and related documentation.

Sub-task E3.6 – Prepare presentation materials describing EECS development process and final recommendations and present to City Council

The Shaw Team will prepare a presentation in PowerPoint or another common format, to be determined by the City, summarizing the EECS development process and recommended EECS. The Project Director will present this information to City Council. We anticipate up to three presentations before City Council, with meetings focused on the EECS process and status of EECS strategy at the date of presentation.

Deliverables for this sub-task will consist of a presentation prepared for City Council summarizing the EECS development process and recommended EECS.

Sub-task E3.7 – Provide final strategy documents in digital and hard-copy formats

At the conclusion of the project, the Shaw Team will provide all final strategy documents in digital (Word 2003 or later) and hard-copy formats (two hard copies) to the City.

Deliverables for this sub-task will consist of final strategy documents in electronic and hard-copy format.

Information and Support Needed from the City of Augusta

A fundamental aspect of the Shaw Team's approach to the project leverages existing City programs and initiatives and aligns those delivery channels with EECBG program objectives. Our team, to the extent possible, will require information sharing from existing program managers and department heads. In addition, the Shaw Team expects the City's working group to be an integral part of the overall strategy development and will elicit their input and guidance throughout the development of the project and EECBG plan.

DRAFT

ATTACHMENT B – COMPENSATION

The CITY shall compensate the CONSULTANT for services, which have been authorized by the CITY under the terms of this agreement.

The Consultant may submit to the CITY a monthly invoice, in a form acceptable to the CITY and accompanied by all support documentation requested by the CITY, for payment for the services, which were completed during the billing period. The CITY shall review for approval said invoices. The CITY shall have the right to reject payment of any invoice or part thereof if not properly supported, or if the costs requested, or a part thereof, as determined solely by the CITY, are unreasonably in excess of the actual completion of each phase. The CITY shall pay each such invoice or portion thereof as approved, provided that the approval or payment of any such invoice shall not be considered to be evidence of performance by the CONSULTANT to the point indicated by such invoice, or of receipt of acceptance by the CITY of the service covered by such invoice. The CITY shall pay any undisputed items contained in such invoices.

When the CITY authorizes the CONSULTANT to proceed with the work authorized in a Task Order, it agrees to pay the CONSULTANT for work completed, on the basis of the standard billing rates of the firm at the time, or the negotiated amounts for said services to the Contract of those principals and employees engaged directly on the work.

Overtime may be performed at the discretion of the CONSULTANT, but the premium time portion of the overtime will not be billed to CITY unless the CITY has requested acceleration of the scheduled work in writing.

SPECIAL CONDITION

“Contract is subject to funding from the Energy Efficiency and Conservation Block Grant (EECBG) (aka “block grant”) as awarded by the DOE on August 21, 2009 to the CITY. If at any time that funding commitment is withdrawn, then this contract shall terminate upon reasonable notice to CONSULTANT. Final payment to the CONSULTANT shall be limited to funds available from the EECBG plus any terminations cost reasonably incurred by the CONSULTANT. CITY represents and warrants at the time of contract execution the CITY has the proper funds in place for this agreement. CITY shall furnish reasonable evidence satisfactory to CONSULTANT, prior to the commencement of the work by CONSULTANT and/or at such future times as CONSULTANT may reasonably require, that sufficient funds are available, in hand and committed for the entire cost of the Work. Unless such reasonable evidence is furnished, CONSULTANT is not required to commence or continue any Work, or may, if such evidence is not presented within a reasonable time, stop work upon 3 business days written notice to the CITY. The failure of CONSULTANT to insist upon the provisions of this evidence at any one time shall not be a waiver of the CITY's obligation to make payments pursuant to this Agreement, nor shall it be a waiver of CONSULTANT's right to request or insist that such evidence be provided at a later date”.

ATTACHMENT B-1

BASIS OF COMPENSATION

1. Basic Services: The CITY shall pay the CONSULTANT for services set forth in Attachment A., Scope of Services, Lump Sum Fees as shown below:

TASK		FEE
Evaluation of full spectrum of eligible activities		\$ 14,064.00
Develop & Submit Energy Efficiency & Conservation Strategy		\$ 26,979.00
Submit for approval of CITY for review		\$ 16,333.00
Gain approval by DOE		\$ 3,257.00
Develop a system & format for Performance & Report		\$ 8,158.50
Completion of Energy Audits		\$ 29,392.50
Assistance filing of Quarterly & Annual Reports		\$ 51,403.00
Evaluate Candidate Programs & Projects		\$ 7,055.50
Identify steps necessary to position projects		\$ 4,781.00
TOTAL		\$ 161,423.50

A percentage of the Lump Sum Fee will be billed by the 5th day of each month. The percentage billed will be the percentage of work estimated to be complete as of the day of billing.

2. Additional Services: The CITY shall pay the CONSULTANT for additional services, which are not specifically called for in Attachment A, Scope of Services as negotiated and ordered in writing by the CITY.

ATTACHMENT – C

LISTING OF KEY PERSONNEL

CONSULTANT shall provide qualified personnel to perform its work. The list of positions listed below represent the level of disciplined professionals proposed for this project. Key personnel will not change without prior written approval of the CITY.

The CONSULTANT's Hourly Rates listed on the schedule below shall be used for Additional Services.

Positions		Hourly Rate
Project Director		\$ 200.00
Client Manager		\$ 151.00
Project Manager		\$ 133.00
Architect		\$ 133.00
Engineer 4		\$ 124.00
Engineer 2		\$ 88.00
Prooject Accountant		\$ 66.00

ATTACHMENT – D

SCHEDULE FOR PERFORMANCE

Project Schedule

The Shaw Team has reviewed the schedule requirements posed by both the City of Augusta and as a condition of utilization of the federal funding available for the subject program. Our approach and proposed schedule is represented on the Gantt Chart on the following page.

The contract period shall be 36 months. It is recognized by both parties that the greatest effort will be required within the first several of months due to the fact that there will be less than the maximum 120 days from date of award (August 21, 2009) to complete the EECS after the contract execution necessitating an expedited effort during this period. The payments to the consultant by the City shall not exceed 70% of the total fee within 4 months of execution of the contract, nor 80% of the total fee within 24 months of the execution of the contract. A retainer of 2% of the total fee shall be retained until the expiration of the contract period.

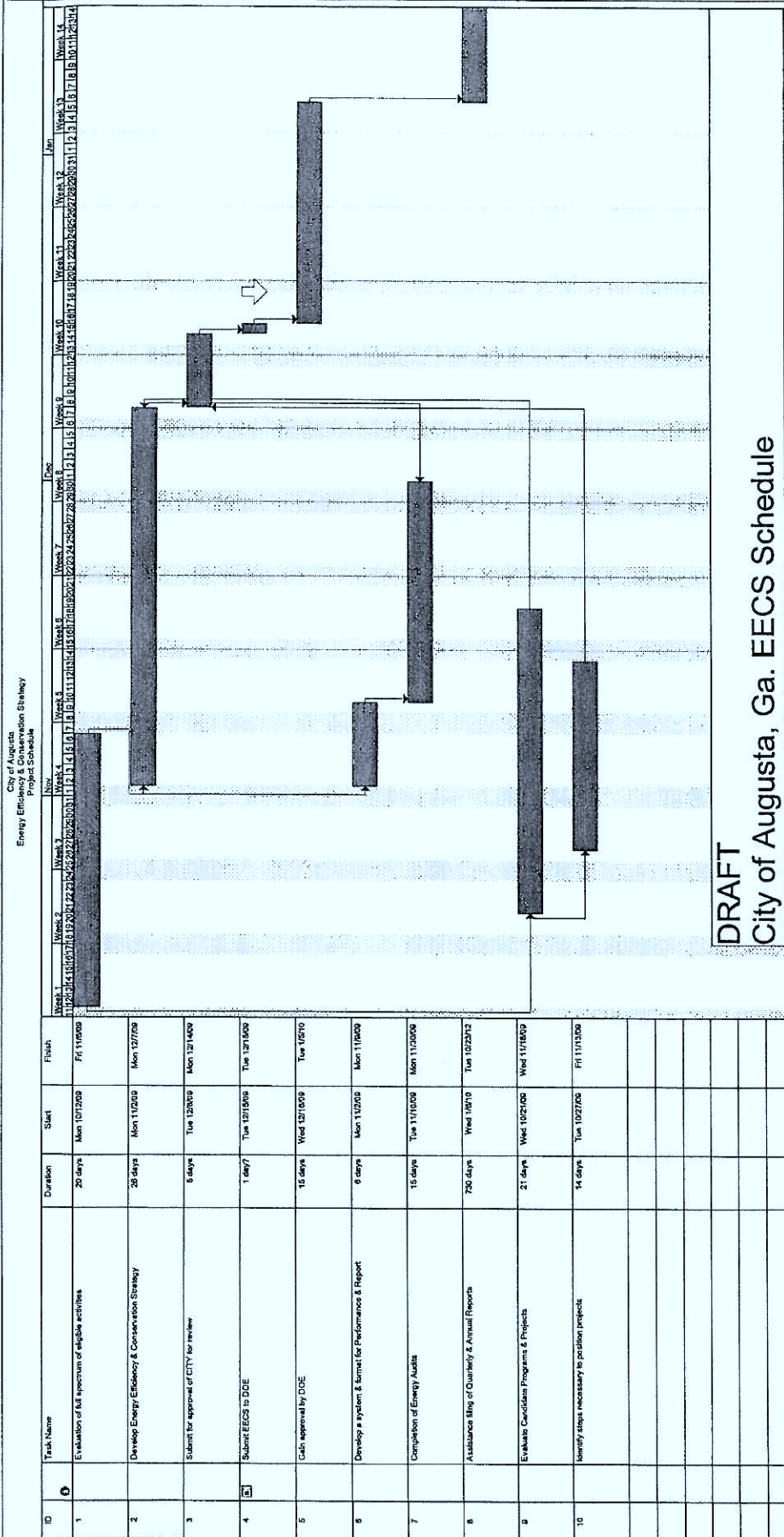
ATTACHMENT – E

SHAW ENVIRONMENTAL & INFRASTRUCTURE, INC.
PROFESSIONAL ENGINEERING SERVICE AGREEMENT

Shaw E & I's Professional Engineering Services Agreement operates as the General Terms & Conditions of this Agreement.

In the event of conflict between the Consultant Services Agreement (CSA) and Professional Engineering Services Agreement, the Professional Engineering Services Agreement shall govern.

City of Augusta
Energy Efficiency & Conservation Strategy
Project Schedule



Project: Augusta EECS Project Sched
Date: Fri 1/30/10

Task

Milestone

Summary

Roll Up Task

Roll Up Milestone

Roll Up Proposal

External Task

Group By Summary

Deadline

Page 1

SHAW ENVIRONMENTAL & INFRASTRUCTURE, INC.
PROFESSIONAL ENGINEERING SERVICES AGREEMENT

1. **SERVICES:** Shaw Environmental & Infrastructure, Inc. ("SHAW") a Louisiana corporation, agrees to perform for the undersigned CLIENT professional engineering services ("Services") described in attached Proposal No. Consultant Services Agreement which is incorporated herein and made a part hereof or as follows:

Scope of work for Energy Efficiency Study Consultant Services for the City of Augusta, GA, in accord with the terms and conditions of this agreement ("Agreement")

The scope of services anticipated herein expressly excludes: (a) containment, treatment, decontamination, recovery, cleanup, and repackaging of material; and (b) transportation, storage, treatment or disposal of waste materials, mixed, radioactive or hazardous materials. SHAW is not responsible to perform any services related to the mitigation, abatement or cleanup of hazardous materials or asbestos containing materials.

2. **FEES, INVOICES AND PAYMENTS:** The Services will be performed:

☐ on a time and materials basis, with compensation due for all goods and Services provided by SHAW, as well as other costs incurred, including but not limited to travel, reproduction, prints and plots, computed in accord with the attached SHAW rates for Time & Material work.

☒ on a fixed price basis in accordance with the payment and milestone schedule attached and made a part hereof for One hundred sixty four thousand two hundred Dollars (\$ 161,423.50)

month Invoices will be submitted by SHAW no more frequently than ~~every two weeks~~, with payment due upon CLIENT'S receipt of invoice, unless a different period is required by law. Payment shall be in U.S. Dollars. CLIENT shall be responsible for payment (without deduction or offset from the total invoice amount) of any and all sales, use, value added, gross receipts, franchise and like taxes, and tariffs and duties levied against SHAW or its employees by any government or taxing authority related to the Services described herein. A service charge equal to one and one-half percent (1 1/2 %) per month, or the maximum rate permitted by law, whichever is less, will be added to all accounts which remain unpaid for more than thirty (30) calendar days beyond the date of the invoice. Should there be any dispute regarding payments to be made the undisputed portion shall be promptly paid.

3. **CLIENT'S COOPERATION:** So that SHAW can perform the Services, CLIENT shall (i) provide SHAW with relevant material, data, and information in its possession pertaining to the specific project or activity, (ii)

consult with SHAW when requested, (iii) permit or obtain SHAW reasonable access to relevant CLIENT or third party sites when requested, (iv) ensure reasonable cooperation of CLIENT's employees in SHAW's activities, and (v) notify and report to all government agencies as required by such agencies.

4. **CONFIDENTIALITY:** In the course of performing Services, to the extent that CLIENT discloses to SHAW, business or technical information that CLIENT clearly marks in writing as confidential or proprietary, SHAW will exercise reasonable efforts to avoid the disclosure of such information to others. To the extent permitted by law, CLIENT shall treat as confidential all information and data furnished to it by SHAW in connection with this Agreement including, but not limited to, SHAW's technology, formulae, procedures, processes, methods, trade secrets, ideas, inventions, and/or computer programs; and CLIENT shall not disclose such information to any third party.

Nothing herein is meant to prevent nor shall be interpreted as preventing either party from disclosing and/or using any information or data (i) when the information or data are actually known to the receiving party before being obtained or derived from the transmitting party, (ii) when information or data are generally available to the public without the receiving party's fault at any time before or after it is acquired from the transmitting party; (iii) where the information or data are obtained or acquired in good faith at any time by the receiving party from a third party who has the same in good faith and who is not under any obligation to the transmitting party in respect thereto; (iv) where a written release is obtained by the receiving party from the transmitting party; or (v) when required by process of law; provided, however, upon service of such process, the recipient thereof shall use reasonable efforts to notify the other party and afford it an opportunity to resist such process.

CLIENT shall obtain SHAW's prior consent and cooperation with the formulation and release of any public disclosure in connection with this Agreement or work performed hereunder, before issuing a news release, public announcement, advertisement, or other form of publicity.

5. **RIGHT TO USE INFORMATION AND DOCUMENTS:** CLIENT may only use any final engineering documents, calculations, reports, drawings and specifications or other deliverables prepared by SHAW under this Agreement in connection with the project indicated in the Services section herein for which such work was prepared, but SHAW reserves all other rights with respect to such documents produced in performing the Services. Unless otherwise expressly agreed to in writing, nothing in this Agreement shall be interpreted to prevent SHAW from application and use of any information learned by it from the services (subject to the provisions of Section 4). All documents, calculations, reports, drawings

and specifications, regardless of format prepared by SHAW pursuant to this Agreement and all other copyright and other intellectual property rights therein shall remain the property of SHAW and are instruments of service in respect of the project. CLIENT shall not, without prior written consent of SHAW, use SHAW's work product or documents in whole or in part in connection with any other project. Any reuse without written verification, adaptation or approval by SHAW will be at CLIENT's sole risk and without liability to SHAW and CLIENT shall indemnify and hold harmless SHAW from all claims, damages, losses and expenses, including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle SHAW to further compensation at rates to be agreed upon by CLIENT and SHAW. CLIENT shall obtain prior written consent from SHAW for any other use, distribution, or publication of such work. Unless otherwise expressly agreed to in writing, nothing in this Agreement shall be interpreted to prevent SHAW from application and use of any information learned by it from the services (subject to the provisions of Section 4). All work will be delivered subject to SHAW's then current limitations and disclaimers.

The rights and obligations contained in this section shall apply to the extent not preempted by La. R.S. 38:2317 or other equivalent statutes in effect where Services are performed.

6. PATENTS AND CONFIDENTIAL INFORMATION: SHAW shall retain all right and title to all patentable and unpatentable inventions including confidential know-how as well as all copyright and intellectual property rights developed by SHAW hereunder. Information submitted to CLIENT by SHAW hereunder is not intended nor shall such submission constitute inducement and/or contribution to infringe any patent(s) owned by a third party, and SHAW specifically disclaims any liability therefor.

7. DELAYS AND CHANGES: If SHAW is delayed or otherwise in any way hindered or impacted at any time in performing the Services by (i) an act, failure to act or neglect of CLIENT or CLIENT's employees or any third parties; (ii) changes in the scope of the work; (iii) unforeseen, differing or changed circumstances or conditions including differing site conditions, acts of force majeure (such as fires, floods, riots, and strikes); (iv) changes in government acts or regulations; (v) delay authorized by CLIENT and agreed to by SHAW; or (vi) any other cause beyond the reasonable control of SHAW, then 1) the time for completion of the Services shall be extended based upon the impact of the delay, and 2) SHAW shall receive an equitable compensation adjustment.

8. INSURANCE: SHAW is presently protected by Worker's Compensation Insurance as required by applicable law, by General Liability and Automobile Liability Insurance for bodily injury and property damage and by Professional Errors and Omissions Liability Insurance. Insurance certificates will be furnished to Client

on request. If the CLIENT requires further insurance coverage, SHAW will endeavor to obtain said coverage, and CLIENT shall pay any extra costs therefor.

9. RISK ALLOCATION - CLIENT hereby agrees that: (1) there are risks inherent to the Services, many of which cannot be ascertained or anticipated prior to or during the course of the Services; (2) due to the potentially limited nature and amount of data available complete analysis of conditions is not always possible, and, therefore, conditions may vary from those anticipated earlier; and (3) technology, methods, accepted professional standards as well as law and policy, are undefined and/or constantly changing and evolving. In light of all of the foregoing as a material inducement to and consideration for SHAW's agreement to perform the Services on the terms and at the price herein provided for, CLIENT SPECIFICALLY AGREES THAT SHAW'S LIABILITY SHALL BE STRICTLY LIMITED AS PROVIDED IN SECTIONS 10 THROUGH 12 OF THIS AGREEMENT.

10. WARRANTY: SHAW is an independent contractor and SHAW's Services will be performed, findings obtained, and recommendations prepared in accordance with generally and currently accepted professional practices and standards governing recognized firms in the area engaged in similar engineering work. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EITHER EXPRESSED OR IMPLIED.

11. INDEMNITIES: SHAW shall defend, indemnify and hold harmless CLIENT from and against loss or damage to tangible property, or injury to persons, to the extent arising from the negligent acts or omissions or willful misconduct of SHAW, its subcontractors, and their respective employees and agents acting in the course and scope of their employment. CLIENT shall defend, indemnify and save harmless SHAW (including its parent, subsidiary, and affiliated companies and their officers, directors, employees, and agents) from and against, and any indemnity by SHAW shall not apply to, loss, damage, injury or liability arising from the acts or omissions of CLIENT, its contractors, and their respective subcontractors, employees and agents, or of third parties.

12. LIMITATIONS OF LIABILITY:

a. GENERAL LIMITATION - TO THE EXTENT ALLOWED BY LAW, CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR ANY ALLEGED BREACH OF WARRANTY OR ALLEGED DEFECTIVE PERFORMANCE BY SHAW HEREUNDER SHALL BE TO REQUIRE SHAW TO RE-PERFORM ANY DEFECTIVE SERVICES. SHAW'S LIABILITY AND CLIENT'S REMEDIES FOR ALL CAUSES OF ACTION ARISING HEREUNDER WHETHER BASED IN CONTRACT, WARRANTY, NEGLIGENCE, INDEMNITY, OR ANY OTHER CAUSE OF ACTION, SHALL NOT EXCEED IN THE CUMULATIVE AGGREGATE (INCLUDING ANY INSURANCE PROCEEDS RECEIVED) WITH RESPECT TO ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHATEVER MINIMUM AMOUNT

MAY BE REQUIRED BY LAW OR, IF NONE, THE LESSER OF THE AMOUNT OF COMPENSATION FOR SUCH SERVICES, OR \$100,000 (WHICH AMOUNT INCLUDES ANY FEES AND COSTS INCURRED IN RE-PERFORMING SERVICES AT AGREED RATES WITHOUT PROFIT). FURTHER, SHAW SHALL HAVE NO LIABILITY FOR ANY ACTION INCLUDING DISCLOSURE OF INFORMATION WHERE IT BELIEVES IN GOOD FAITH THAT SUCH ACTION IS REQUIRED BY PROFESSIONAL STANDARDS OF CONDUCT FOR THE PRESERVATION OF PUBLIC HEALTH, SAFETY OR WELFARE, OR BY LAW.

b. CONSEQUENTIAL DAMAGES: FURTHER AND REGARDLESS OF ANY OTHER PROVISION HEREIN, TO THE EXTENT ALLOWED BY LAW, SHAW SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS, DECLINE IN PROPERTY VALUE, REGULATORY AGENCY FINES, LOST PRODUCTION OR LOSS OF USE) INCURRED BY CLIENT OR FOR WHICH CLIENT MAY BE LIABLE TO ANY THIRD PARTY OCCASIONED BY THE SERVICES OR BY APPLICATION OR USE OF REPORTS OR OTHER WORK PERFORMED HEREUNDER.

c. TO THE EXTENT ALLOWED BY LAW, ALL CLAIMS AGAINST SHAW, ITS INSURERS, EMPLOYEES, AGENTS, DIRECTORS OR OFFICERS AND ALL OTHER PERSONS FOR WHOM SHAW IS LEGALLY LIABLE BY OR ON BEHALF OF CLIENT, SHALL BE DEEMED WAIVED UNLESS AND TO THE EXTENT CLIENT SHALL BRING SUIT THEREFOR AGAINST SHAW WITHIN ONE (1) YEAR AFTER SHAW'S SUBSTANTIAL COMPLETION OF THE PARTICULAR SERVICES WITH RESPECT TO WHICH THE CLAIM IS MADE OR WITHIN ONE (1) YEAR AFTER THE DATE OF SHAW'S FINAL INVOICE FOR THE PARTICULAR SERVICES, WHICHEVER IS EARLIER.

13. OPINION OF COST: SHAW has no control over the cost of labor, materials, equipment furnished by others, or over contractors' methods of determining prices, or other bidding or market conditions. SHAW's opinions of estimated construction costs are based on SHAW's experience and qualifications and represent SHAW's judgment as an experienced and qualified professional engineer, familiar with the construction industry; but SHAW cannot and does not guarantee that proposals, bids or actual project or construction costs will not vary from opinions of probable costs prepared by SHAW.

14. CONSTRUCTION AND SAFETY: SHAW shall not have authority over or be responsible for the means, methods or techniques of construction selected by contractor(s); for health and safety and other programs incident to the work of contractor(s); or for any failure of contractor(s) to comply with laws or orders applicable to contractor(s) furnishing and performing their work.

15. GOVERNING LAW: This Agreement shall be governed and construed in accordance with the laws of Louisiana.

16. TERMINATION: Either party may terminate this Agreement with or without cause upon twenty (20) days' written notice to the other party. Upon such termination, CLIENT shall pay SHAW at scheduled rates for all Services performed hereunder up to the date of such termination. In addition, if CLIENT terminates, CLIENT shall pay SHAW all reasonable costs and expenses incurred by SHAW in effecting the termination.

17. ASSIGNMENT: Neither SHAW nor CLIENT shall assign any right or delegate any duty under this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the Services may be performed by any subsidiary, parent or affiliate of SHAW or other person designated by SHAW, and, SHAW may, upon notice to CLIENT, assign, pledge or otherwise hypothecate the cash proceeds and accounts receivable resulting from the performance of any Services or sale of any goods pursuant to this Agreement.

18. MISCELLANEOUS:

a. ENTIRE AGREEMENT, PRECEDENCE, ACCEPTANCE MODIFICATIONS: The terms and conditions set forth herein constitute the entire understanding of the Parties relating to the provisions of the Services by SHAW to the CLIENT. All previous proposals, offers, and other communications relative to the provisions of these Services by SHAW, oral or written, are hereby superseded, except to the extent that they have been expressly incorporated by reference herein. In the event of conflict, the provision more favorable to SHAW shall control. CLIENT may accept these terms and conditions by execution of this Agreement or by authorizing SHAW to begin work. Any modifications or revision of any provisions hereof or any additional provisions contained in any purchase order, acknowledgement or other document issued by the CLIENT is hereby expressly objected to by SHAW and shall not operate to modify the Agreement.

b. DISPUTES, ATTORNEY FEES - Any dispute regarding this Agreement or the Services shall be resolved first by exchange of documents by senior management of the parties, who may be assisted by counsel. Any thereafter unresolved disputes shall be litigated in Louisiana. In any litigation, the prevailing party shall be entitled to receive, as part of any award or judgment, eighty percent (80%) of its reasonable attorneys' fees and costs incurred in handling the dispute. For these purposes, the "Prevailing Party" shall be the party who obtains a litigation result more favorable to it than its last formal written offer (made at least twenty calendar days prior to the formal trial) to settle such litigation.

c. WAIVER OF TERMS AND CONDITIONS - The failure of SHAW or CLIENT in any one or more instances

to enforce one or more of the terms or conditions of this Agreement or to exercise any right or privilege in the Agreement or the waiver by SHAW or CLIENT of any breach of the terms or conditions of this Agreement shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no such failure to enforce had occurred.

d. NOTICES – Any notices required hereunder may be sent by US Mail, courier service (e.g. FedEx), telecopy (fax) or email to the addresses set forth below.

e. SEVERABILITY AND SURVIVAL - Each provision of this Agreement is severable from the others. Should any provision of this Agreement be found invalid or unenforceable, such provision shall be ineffective only to the extent required by law, without invalidating the remainder of such provision or the remainder of this Agreement.

Further, to the extent permitted by law, any provision found invalid or unenforceable shall be deemed automatically redrawn to the extent necessary to render it valid and enforceable consistent with the parties' intent. For

example, if the gross negligence standard in Section 11 is unenforceable under an applicable "anti-indemnity" statute, but a sole negligence standard is enforceable, the sole negligence standard shall be automatically substituted therefor. The terms and conditions set forth herein shall survive the termination of this Agreement.

f. RECORDS – Compensation for the Services hereunder includes records storage for a period of five years unless a longer period is required by law.

g. EQUAL EMPLOYMENT - SHAW agrees to abide by the requirements of the following laws as applicable: Title VII of the Civil Rights Act of 1964 (Title VII), the Equal Pay Act of 1963 (EPA), the Age Discrimination in Employment Act of 1967 (ADEA); Title I and Title V of the Americans with Disabilities Act of 1990 (ADA); and Sections 501 and 505 of the Rehabilitation Act of 1973 and the Civil Rights Act of 1991.

CLIENT and SHAW agree to the foregoing **(INCLUDING THE LIMITATIONS ON LIABILITY IN SECTIONS 9-12)** and have caused this Agreement to be executed by their duly authorized representatives as of the date set forth below.

Executed on _____, 200__

CLIENT

Client Name: City of Augusta

By (Sign): _____

Print Name: _____

Title: _____

Address: _____

Phone: _____

Fax: _____

E-mail: _____

SHAW ENVIRONMENTAL & INFRASTRUCTURE, INC.

By (Sign): _____

Print Name: _____

Title: _____

Address: _____

Phone: _____

Fax: _____

E-mail: _____



**Engineering Services Committee Meeting
9/28/2009 1:00 PM
CSX-623629 Facility Encroachment Agreement**

Department: Augusta Utilities Department

Caption: Motion to approve CSX-623629 Facility Encroachment Agreement.

Background: The Augusta Utilities Department will be constructing Project 10153 - Gordon Highway 24-Inch Water Main. A crossing agreement is needed from CSX.

Analysis: CSX has approved the crossing and submitted their usual agreement for signature.

Financial Impact: \$7,150.00

Alternatives: Deny the motion to approve CSX-623629 Facility Encroachment Agreement.

Recommendation: Approve the motion to approve CSX-623629 Facility Encroachment Agreement.

Funds are Available in the Following Accounts: G/L 511043410 - 5411120 J/L 80310153 - 5411120

REVIEWED AND APPROVED BY:

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

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REVISED APRIL 29, 2008
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FACILITY ENCROACHMENT AGREEMENT

THIS AGREEMENT, Made and effective as of September 2, 2009, by and between CSX TRANSPORTATION INC, a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Licensor," and AUGUSTA GEORGIA, a municipal corporation, political subdivision or state agency, under the laws of the State of Georgia, whose mailing address is 360 Bay Street, Augusta, Georgia 30901, hereinafter called "Licensee," WITNESSETH:

WHEREAS, Licensee desires to construct (unless previously constructed and designated as existing herein), use and maintain the below described facility(ies), hereinafter called "Facilities," over, under or across property owned or controlled by Licensor, at the below described location(s):

1. One (1) eighteen inch (18") diameter sub-grade pipeline crossing, solely for the conveyance of potable water, located at or near Augusta, Richmond County, Georgia, Milepost YYG-9.38,

hereinafter, collectively, called the "Encroachment," as shown on print(s) labeled Exhibit "B," attached hereto and made a part hereof; other details and data pertaining to said Facilities being as indicated on Exhibit "A," also attached hereto and made a part hereof;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, terms and agreements herein contained, the parties hereto agree and covenant as follows:

1. LICENSE:

1.1 Subject to Article 17, Licensor, insofar as it has the legal right, power and authority to do so, and its present title permits, and subject to:

(A) Licensor's present and future right to occupy, possess and use its property within the area of the Encroachment for any and all purposes;

(B) All encumbrances, conditions, covenants, easements, and limitations applicable to Licensor's title to or rights in the subject property; and

(C) Compliance by Licensee with the terms and conditions herein contained;

does hereby license and permit Licensee to construct, maintain, repair, renew, operate, use, alter or change the Facilities at the Encroachment above for the term herein stated, and to remove same upon termination.

1.2 The term Facilities, as used herein, shall include only those structures and ancillary facilities devoted exclusively to the transmission usage above within the Encroachment, and as shown on attached Facility Application Form and plan(s).

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1.3 No additional structures or other facilities shall be placed, allowed, or maintained by Licensee in, upon or on the Encroachment except upon prior separate written consent of Licensors.

2. ENCROACHMENT FEE; TERM:

2.1 Licensee shall pay Licensors a one-time nonrefundable Encroachment Fee of FOUR THOUSAND Dollars AND 00/100 U.S. DOLLARS (\$4,000.00) upon execution of this Agreement. Licensee agrees that the Encroachment Fee applies only to the original Licensee under this Agreement. In the event of a successor (by merger, consolidation, reorganization and/or assignment) or if the original Licensee changes its name, then Licensee shall be subject to payment of Licensors' current administrative and document preparation fees for the cost incurred by Licensors in preparing and maintaining this Agreement on a current basis.

2.2 However, Licensee assumes sole responsibility for, and shall pay directly (or reimburse Licensors), any additional annual taxes and/or periodic assessments levied against Licensors or Licensors' property solely on account of said Facilities or Encroachment.

2.3 This Agreement shall terminate as herein provided, but shall also terminate upon: (a) Licensee's cessation of use of the Facilities or Encroachment for the purpose(s) above; (b) removal of the Facilities; (c) subsequent mutual consent; and/or (d) failure of Licensee to complete installation within five (5) years from the effective date of this Agreement.

2.4 In further consideration for the license or right hereby granted, Licensee hereby agrees that Licensors shall not be charged or assessed, directly or indirectly, with any part of the cost of the installation of said Facilities and appurtenances, and/or maintenance thereof, or for any public works project of which said Facilities is a part.

3. CONSTRUCTION, MAINTENANCE AND REPAIRS:

3.1 Licensee shall construct, maintain, relocate, repair, renew, alter, and/or remove the Facilities, in a prudent, workmanlike manner, using quality materials and complying with any applicable standard(s) or regulation(s) of Licensors (A.R.E.M.A. Specifications), or Licensee's particular industry, National Electrical Safety Code, or any governmental or regulatory body having jurisdiction over the Encroachment.

3.2 Location and construction of Facilities shall be made strictly in accordance with design(s) and specifications furnished to and approved by Licensors and of material(s) and size(s) appropriate for the purpose(s) above recited.

3.3 All of Licensee's work, and exercise of rights hereunder, shall be undertaken at time(s) satisfactory to Licensors, and so as to eliminate or minimize any impact on or interference with the safe use and operation of Licensors' property and appurtenances thereto.

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3.4 In the installation, maintenance, repair and/or removal of said Facilities, Licensee shall not use explosives of any type or perform or cause any blasting without the separate express written consent of Licensor. As a condition to such consent, a representative will be assigned by Licensor to monitor blasting, and Licensee shall reimburse Licensor for the entire cost and/or expense of furnishing said monitor.

3.5 Any repairs or maintenance to the Facilities, whether resulting from acts of Licensee, or natural or weather events, which are necessary to protect or facilitate Licensor's use of its property, shall be made by Licensee promptly, but in no event later than thirty (30) days after Licensee has notice as to the need for such repairs or maintenance.

3.6 Licensor, in order to protect or safeguard its property, rail operations, equipment and/or employees from damage or injury, may request immediate repair or renewal of the Facilities, and if the same is not performed, may make or contract to make such repairs or renewals, at the sole risk, cost and expense of Licensee.

3.7 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

3.8 All work on the Encroachment shall be conducted in accordance with Licensor's safety rules and regulations.

3.9 Licensee hereby agrees to reimburse Licensor any loss, cost or expense (including losses resulting from train delays and/or inability to meet train schedules) arising from any failure of Licensee to make repairs or conduct maintenance as required by Section 3.5 above or from improper or incomplete repairs or maintenance to the Facilities or Encroachment.

4. PERMITS, LICENSES:

4.1 Before any work hereunder is performed, or before use of the Encroachment for the contracted purpose, Licensee, at its sole cost and expense, shall obtain all necessary permit(s) (including but not limited to zoning, building, construction, health, safety or environmental matters), letter(s) or certificate(s) of approval. Licensee expressly agrees and warrants that it shall conform and limit its activities to the terms of such permit(s), approval(s) and authorization(s), and shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority (State, Federal or Local) having jurisdiction over Licensee's activities, including the location, contact, excavation and protection regulations of the Occupational Safety and Health Act (OSHA) (29 CFR 1926.651(b)), et al., and State "One Call" - "Call Before You Dig" requirements.

4.2 Licensee assumes sole responsibility for failure to obtain such permit(s) or approval(s), for any violations thereof, or for costs or expenses of compliance or remedy.

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5. MARKING AND SUPPORT:

5.1 With respect to any subsurface installation or maintenance upon Licensor's property, Licensee, at its sole cost and expense, shall:

- (A) support track(s) and roadbed in a manner satisfactory to Licensor;
- (B) backfill with satisfactory material and thoroughly tamp all trenches to prevent settling of surface of land and roadbed of Licensor; and
- (C) either remove any surplus earth or material from Licensor's property or cause said surplus earth or material to be placed and distributed at location(s) and in such manner Licensor may approve.

5.2 After construction or maintenance of the Facilities, Licensee shall:

- (A) Restore any track(s), roadbed and other disturbed property; and
- (B) Erect, maintain and periodically verify the accuracy of aboveground markers, in a form approved by Licensor, indicating the location, depth and ownership of any underground Facilities or related facilities.

5.3 Licensee shall be solely responsible for any subsidence or failure of lateral or subjacent support in the Encroachment area for a period of three (3) years after completion of installation.

6. TRACK CHANGES:

6.1 In the event that rail operations and/or track maintenance result in changes in grade or alignment of, additions to, or relocation of track(s) or other facilities, or in the event future use of Licensor's rail corridor or property necessitate any change of location, height or depth in the Facilities or Encroachment, Licensee, at its sole cost and expense and within thirty (30) days after notice in writing from Licensor, shall make changes in the Facilities or Encroachment to accommodate such track(s) or operations.

6.2 If Licensee fails to do so, Licensor may make or contract to make such changes at Licensee's cost.

7. FACILITY CHANGES:

7.1 Licensee shall periodically monitor and verify the depth or height of the Facilities or Encroachment in relation to the existing tracks and facilities, and shall relocate the Facilities or change the Encroachment, at Licensee's expense, should such relocation or change be necessary to comply with the minimum clearance requirements of Licensor.

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7.2 If Licensee undertakes to revise, renew, relocate or change in any manner whatsoever all or any part of the Facilities (including any change in voltage or gauge of wire or any change in circumference, diameter or radius of pipe or change in materials transmitted in and through said pipe), or is required by any public agency or court order to do so, plans therefor shall be submitted to Licensor for approval before such change. After approval, the terms and conditions of this Agreement shall apply thereto.

8. INTERFERENCE WITH RAIL FACILITIES:

8.1 Although the Facilities/Encroachment herein permitted may not presently interfere with Licensor's railroad or facilities, in the event that the operation, existence or maintenance of said Facilities, in the sole judgment of Licensor, causes: (a) interference (including, but not limited to, physical or interference from an electromagnetic induction, or interference from stray or other currents) with Licensor's power lines, communication, signal or other wires, train control system, or electrical or electronic apparatus; or (b) interference in any manner, with the operation, maintenance or use of the rail corridor, track(s), structures, pole line(s), devices, other property, or any appurtenances thereto; then and in either event, Licensee, upon receipt of written notice from Licensor of any such interference, and at Licensee's sole risk, cost and expense, shall promptly make such changes in its Facilities or installation, as may be required in the reasonable judgment of the Licensor to eliminate all such interference. Upon Licensee's failure to remedy or change, Licensor may do so or contract to do so at Licensee's sole cost.

8.2 Without assuming any duty hereunder to inspect the Facilities, Licensor hereby reserves the right to inspect same and to require Licensee to undertake repairs, maintenance or adjustments to the Facilities, which Licensee hereby agrees to make promptly, at Licensee's sole cost and expense.

9. RISK, LIABILITY, INDEMNITY:

With respect to the relative risk and liabilities of the parties, it is hereby agreed that:

9.1 To the fullest extent permitted by State law (constitutional or statutory, as amended), Licensee hereby agrees to, defend, indemnify, and hold Licensor harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensor), and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the construction, repair, maintenance, replacement, presence, existence, operations, use or removal of the Facilities or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after removal, EXCEPT when proven to have been caused solely by the willful misconduct or gross negligence of Licensor. HOWEVER, to the fullest extent permitted by State law, during any period of actual construction, repair, maintenance, replacement or removal of the Facilities, wherein agents, equipment or personnel of Licensee are on the railroad rail corridor, Licensee's liability

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hereunder shall be absolute, irrespective of any joint, sole or contributory fault or negligence of Licensor.

9.2 Use of Licensor's rail corridor involves certain risks of loss or damage as a result of the rail operations. Notwithstanding Section 9.1, Licensee expressly assumes all risk of loss and damage to Licensee's Property or the Facilities in, on, over or under the Encroachment, including loss of or any interference with use or service thereof, regardless of cause, including electrical field creation, fire or derailment resulting from rail operations. For this Section, the term "Licensee's Property" shall include property of third parties situated or placed upon Licensor's rail corridor by Licensee or by such third parties at request of or for benefit of Licensee.

9.3 To the fullest extent permitted by State law, as above, Licensee assumes all responsibility for, and agrees to defend, indemnify and hold Licensor harmless from: (a) all claims, costs and expenses, including reasonable attorneys' fees, as a consequence of any sudden or nonsudden pollution of air, water, land and/or ground water on or off the Encroachment area, arising from or in connection with the use of this Encroachment or resulting from leaking, bursting, spilling, or any escape of the material transmitted in or through the Facilities; (b) any claim or liability arising under federal or state law dealing with either such sudden or nonsudden pollution of air, water, land and/or ground water arising therefrom or the remedy thereof; and (c) any subsidence or failure of lateral or subjacent support of the tracks arising from such Facilities leakage.

9.4 Notwithstanding Section 9.1, Licensee also expressly assumes all risk of loss which in any way may result from Licensee's failure to maintain either required clearances for any overhead Facilities or the required depth and encasement for any underground Facilities, whether or not such loss(es) result(s) in whole or part from Licensor's contributory negligence or joint fault.

9.5 Obligations of Licensee hereunder to release, indemnify and hold Licensor harmless shall also extend to companies and other legal entities that control, are controlled by, subsidiaries of, or are affiliated with Licensor, as well as any railroad that operates over the rail corridor on which the Encroachment is located, and the officers, employees and agents of each.

9.6 If a claim is made or action is brought against Licensor, and/or its operating lessee, for which Licensee may be responsible hereunder, in whole or in part, Licensee shall be notified to assume the handling or defense of such claim or action; but Licensor may participate in such handling or defense.

9.7 Notwithstanding anything contained in this Agreement, the limitation of liability contained in the state statutes, as amended from time to time, shall not limit Licensor's ability to collect under the insurance policies required to be maintained under this Agreement.

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10. INSURANCE:

10.1 Prior to commencement of surveys, installation or occupation of premises pursuant to this Agreement, Licensee shall procure and shall maintain during the continuance of this Agreement, at its sole cost and expense, a policy of Commercial General Liability Insurance (CGL), naming Licensor, and/or its designee, as additional insured and covering liability assumed by Licensee under this Agreement. A coverage limit of not less than THREE MILLION AND 00/100 U.S. DOLLARS (\$3,000,000.00) Combined Single Limit per occurrence for bodily injury liability and property damage liability is currently required as a prudent minimum to protect Licensee's assumed obligations. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days' notice to Licensor, or its designee, prior to cancellation or modification of any policy. Mail CGL certificate, along with agreement, to CSX Transportation, Inc., Speed Code J180, 500 Water Street, Jacksonville, FL 32202. On each successive year, send certificate to Speed Code C907 at the address listed above.

10.2 If Licensee's existing CGL policy(ies) do(es) not automatically cover Licensee's contractual liability during periods of survey, installation, maintenance and continued occupation, a specific endorsement adding such coverage shall be purchased by Licensee. If said CGL policy is written on a "claims made" basis instead of a "per occurrence" basis, Licensee shall arrange for adequate time for reporting losses. Failure to do so shall be at Licensee's sole risk.

10.3 Licensor, or its designee, may at any time request evidence of insurance purchased by Licensee to comply with this Agreement. Failure of Licensee to comply with Licensor's request shall be considered a default by Licensee.

10.4 Securing such insurance shall not limit Licensee's liability under this Agreement, but shall be security therefor.

10.5 (A) In the event Licensee finds it necessary to perform construction or demolition operations within fifty feet (50') of any operated railroad track(s) or affecting any railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, Licensee shall: (a) notify Licensor; and (b) require its contractor(s) performing such operations to procure and maintain during the period of construction or demolition operations, at no cost to Licensor, Railroad Protective Liability (RPL) Insurance, naming Licensor, and/or its designee, as Named Insured, written on the current ISO/RIMA Form (ISO Form No. CG 00 35 01 96) with limits of FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) per occurrence for bodily injury and property damage, with at least TEN MILLION AND 00/100 U.S. DOLLARS (\$10,000,000.00) aggregate limit per annual policy period, with Pollution Exclusion Amendment (ISO CG 28 31 11 85) if an older ISO Form CG 00 35 is used. The original of such RPL policy shall be sent to and approved by Licensor prior to commencement of such construction or demolition. Licensor reserves the right to demand higher limits.

(B) At Licensor's option, in lieu of purchasing RPL insurance from an insurance company (but not CGL insurance), Licensee may pay Licensor, at Licensor's current rate at time of request, the cost of adding this Encroachment, or additional construction and/or demolition

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activities, to Licensor's Railroad Protective Liability (RPL) Policy for the period of actual construction. This coverage is offered at Licensor's discretion and may not be available under all circumstances.

10.6 Notwithstanding the provisions of Sections 10.1 and 10.2, Licensee, pursuant to State Statute(s), may self-insure or self-assume, in any amount(s), any contracted liability arising under this Agreement, under a funded program of self-insurance, which fund will respond to liability of Licensee imposed by and in accordance with the procedures established by law.

11. GRADE CROSSINGS; FLAGGING:

11.1 Nothing herein contained shall be construed to permit Licensee or Licensee's contractor to move any vehicles or equipment over the track(s), except at public road crossing(s), without separate prior written approval of Licensor (CSXT Form 7422).

11.2 If Licensor deems it advisable, during any construction, maintenance, repair, renewal, alteration, change or removal of said Facilities, to place watchmen, flagmen, inspectors or supervisors for protection of operations of Licensor or others on Licensor's rail corridor at the Encroachment, and to keep persons, equipment or materials away from the track(s), Licensor shall have the right to do so at the expense of Licensee, but Licensor shall not be liable for failure to do so.

11.3 Subject to Licensor's consent and to Licensor's Railroad Operating Rules and labor agreements, Licensee may provide flagmen, watchmen, inspectors or supervisors during all times of construction, repair, maintenance, replacement or removal, at Licensee's sole risk and expense; and in such event, Licensor shall not be liable for the failure or neglect of such watchmen, flagmen, inspectors or supervisors.

12. LICENSOR'S COSTS:

12.1 Any additional or alternative costs or expenses incurred by Licensor to accommodate Licensee's continued use of Licensor's property as a result of track changes or wire changes shall also be paid by Licensee.

12.2 Licensor's expense for wages ("force account" charges) and materials for any work performed at the expense of Licensee pursuant hereto shall be paid by Licensee within thirty (30) days after receipt of Licensor's bill therefor. Licensor may, at its discretion, request an advance deposit for estimated Licensor costs and expenses.

12.3 Such expense shall include, but not be limited to, cost of railroad labor and supervision under "force account" rules, plus current applicable overhead percentages, the actual cost of materials, and insurance, freight and handling charges on all material used. Equipment rentals shall be in accordance with Licensor's applicable fixed rate. Licensor may, at its discretion, require advance deposits for estimated costs of such expenses and costs.

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13. DEFAULT, BREACH, WAIVER:

13.1 The proper and complete performance of each covenant of this Agreement shall be deemed of the essence thereof, and in the event Licensee fails or refuses to fully and completely perform any of said covenants or remedy any breach within thirty (30) days after receiving written notice from Licensor to do so (or within forty-eight (48) hours in the event of notice of a railroad emergency), Licensor shall have the option of immediately revoking this Agreement and the privileges and powers hereby conferred, regardless of encroachment fee(s) having been paid in advance for any annual or other period. Upon such revocation, Licensee shall make removal in accordance with Article 14.

13.2 No waiver by Licensor of its rights as to any breach of covenant or condition herein contained shall be construed as a permanent waiver of such covenant or condition, or any subsequent breach thereof, unless such covenant or condition is permanently waived in writing by Licensor.

13.3 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

14. TERMINATION, REMOVAL:

14.1 All rights which Licensee may have hereunder shall cease upon the date of (a) termination, (b) revocation, or (c) subsequent agreement, or (d) Licensee's removal of the Facility from the Encroachment. However, neither termination nor revocation of this Agreement shall affect any claims and liabilities which have arisen or accrued hereunder, and which at the time of termination or revocation have not been satisfied; neither party, however, waiving any third party defenses or actions.

14.2 Within thirty (30) days after revocation or termination, Licensee, at its sole risk and expense, shall (a) remove the Facilities from the rail corridor of Licensor, unless the parties hereto agree otherwise, (b) restore the rail corridor of Licensor in a manner satisfactory to Licensor, and (c) reimburse Licensor any loss, cost or expense of Licensor resulting from such removal.

15. NOTICE:

15.1 Licensee shall give Licensor at least thirty (30) days written notice before doing any work on Licensor's rail corridor, except that in cases of emergency shorter notice may be given. Licensee shall provide proper notification as follows:

a. For non-emergencies, Licensee shall complete and submit Licensor's Outside Party Number Request Form (Form # OP) by facsimile, to facsimile numbers: (904) 245-3692 and (904) 633-3450. Licensee may also scan and email a completed form to email

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address: OP_Request@csx.com. A blank form, as well as additional instructions and information, can be obtained from Licensor's web site, via web link:
http://www.csx.com/fuseaction=aboutproperty_corridor%20#scheduling.

b. For emergencies, Licensee shall complete all of the steps outlined in Section 15.1 a. above, and shall also include detailed information of the emergency. Licensee shall also call and report details of the emergency to Licensor's Rail Operations Emergency Telephone Number: 1-800-232-0144. In the event Licensor needs to contact Licensee concerning an emergency involving Licensee's Facility(ies), the emergency phone number for Licensee is: 706-726-4066.

15.2 All other notices and communications concerning this Agreement shall be addressed to Licensee at the address above, and to Licensor at the address shown on Page 1, c/o CSXT Contract Management, J180; or at such other address as either party may designate in writing to the other.

15.3 Unless otherwise expressly stated herein, all such notices shall be in writing and sent via Certified or Registered Mail, Return Receipt Requested, or by courier, and shall be considered delivered upon: (a) actual receipt, or (b) date of refusal of such delivery.

16. ASSIGNMENT:

16.1 The rights herein conferred are the privileges of Licensee only, and Licensee shall obtain Licensor's prior written consent to any assignment of Licensee's interest herein; said consent shall not be unreasonably withheld.

16.2 Subject to Sections 2 and 16.1, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

16.3 Licensee shall give Licensor written notice of any legal succession (by merger, consolidation, reorganization, etc.) or other change of legal existence or status of Licensee, with a copy of all documents attesting to such change or legal succession, within thirty (30) days thereof.

16.4 Licensor expressly reserves the right to assign this Agreement, in whole or in part, to any grantee, lessee, or vendee of Licensor's underlying property interests in the Encroachment, upon written notice thereof to Licensee.

16.5 In the event of any unauthorized sale, transfer, assignment, sublicense or encumbrance of this Agreement, or any of the rights and privileges hereunder, Licensor, at its option, may revoke this Agreement by giving Licensee or any such assignee written notice of such revocation; and Licensee shall reimburse Licensor for any loss, cost or expense Licensor may incur as a result of Licensee's failure to obtain said consent.

17. TITLE:

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17.1 Licensee understands that Licensor occupies, uses and possesses lands, rights-of-way and rail corridors under all forms and qualities of ownership rights or facts, from full fee simple absolute to bare occupation. Accordingly, nothing in this Agreement shall act as or be deemed to act as any warranty, guaranty or representation of the quality of Licensor's title for any particular Encroachment or segment of Rail Corridor occupied, used or enjoyed in any manner by Licensee under any rights created in this Agreement. It is expressly understood that Licensor does not warrant title to any Rail Corridor and Licensee will accept the grants and privileges contained herein, subject to all lawful outstanding existing liens, mortgages and superior rights in and to the Rail Corridor, and all leases, licenses and easements or other interests previously granted to others therein.

17.2 The term "license," as used herein, shall mean with regard to any portion of the Rail Corridor which is owned by Licensor in fee simple absolute, or where the applicable law of the State where the Encroachment is located otherwise permits Licensor to make such grants to Licensee, a "permission to use" the Rail Corridor, with dominion and control over such portion of the Rail Corridor remaining with Licensor, and no interest in or exclusive right to possess being otherwise granted to Licensee. With regard to any other portion of Rail Corridor occupied, used or controlled by Licensor under any other facts or rights, Licensor merely waives its exclusive right to occupy the Rail Corridor and grants no other rights whatsoever under this Agreement, such waiver continuing only so long as Licensor continues its own occupation, use or control. Licensor does not warrant or guarantee that the license granted hereunder provides Licensee with all of the rights necessary to occupy any portion of the Rail Corridor. Licensee further acknowledges that it does not have the right to occupy any portion of the Rail Corridor held by Licensor in less than fee simple absolute without also receiving the consent of the owner(s) of the fee simple absolute estate. Further, Licensee shall not obtain, exercise or claim any interest in the Rail Corridor that would impair Licensor's existing rights therein.

17.3 Licensee agrees it shall not have nor shall it make, and hereby completely and absolutely waives its right to, any claim against Licensor for damages on account of any deficiencies in title to the Rail Corridor in the event of failure or insufficiency of Licensor's title to any portion thereof arising from Licensee's use or occupancy thereof.

17.4 Licensee agrees to fully and completely indemnify and defend all claims or litigation for slander of title, overburden of easement, or similar claims arising out of or based upon the Facilities placement, or the presence of the Facilities in, on or along any Encroachment(s), including claims for punitive or special damages.

17.5 Licensee shall not at any time own or claim any right, title or interest in or to Licensor's property occupied by the Encroachments, nor shall the exercise of this Agreement for any length of time give rise to any right, title or interest in Licensee to said property other than the license herein created.

17.6 Nothing in this Agreement shall be deemed to give, and Licensor hereby expressly waives, any claim of ownership in and to any part of the Facilities.

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17.7 Licensee shall not create or permit any mortgage, pledge, security, interest, lien or encumbrances, including without limitation, tax liens and liens or encumbrances with respect to work performed or equipment furnished in connection with the construction, installation, repair, maintenance or operation of the Facilities in or on any portion of the Encroachment (collectively, "Liens or Encumbrances"), to be established or remain against the Encroachment or any portion thereof or any other Licensor property.

17.8 In the event that any property of Licensor becomes subject to such Liens or Encumbrances, Licensee agrees to pay, discharge or remove the same promptly upon Licensee's receipt of notice that such Liens or Encumbrances have been filed or docketed against the Encroachment or any other property of Licensor; however, Licensee reserves the right to challenge, at its sole expense, the validity and/or enforceability of any such Liens or Encumbrances.

18. GENERAL PROVISIONS:

18.1 This Agreement, and the attached specifications, contains the entire understanding between the parties hereto.

18.2 Neither this Agreement, any provision hereof, nor any agreement or provision included herein by reference, shall operate or be construed as being for the benefit of any third person.

18.3 Except as otherwise provided herein, or in any Rider attached hereto, neither the form of this Agreement, nor any language herein, shall be interpreted or construed in favor of or against either party hereto as the sole drafter thereof.

18.4 This Agreement is executed under current interpretation of applicable Federal, State, County, Municipal or other local statute, ordinance or law(s). However, each separate division (paragraph, clause, item, term, condition, covenant or agreement) herein shall have independent and severable status for the determination of legality, so that if any separate division is determined to be void or unenforceable for any reason, such determination shall have no effect upon the validity or enforceability of each other separate division, or any combination thereof.

18.5 This Agreement shall be construed and governed by the laws of the state in which the Facilities and Encroachment are located.

18.6 If any amount due pursuant to the terms of this Agreement is not paid by the due date, it will be subject to Licensor's standard late charge and will also accrue interest at eighteen percent (18%) per annum, unless limited by local law, and then at the highest rate so permitted.

18.7 Licensee agrees to reimburse Licensor for all reasonable costs (including attorney's fees) incurred by Licensor for collecting any amount due under the Agreement.

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18.8 The provisions of this License are considered confidential and may not be disclosed to a third party without the consent of the other party(s), except: (a) as required by statute, regulation or court order, (b) to a parent, affiliate or subsidiary company, (c) to an auditing firm or legal counsel that are agreeable to the confidentiality provisions, or (d) to Lessees of Licensor's land and/or track who are affected by the terms and conditions of this Agreement and will maintain the confidentiality of this Agreement.

18.9 Licensor shall refund to Licensee any overpayments collected, plus any taxes paid in advance; PROVIDED, however, such refund shall not be made when the cumulative total involved is less than One Hundred Dollars (\$100.00).

19. **RESERVED:**

20. **RESERVED:**

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate
(each of which shall constitute an original) as of the effective date of this Agreement.

Witness for Licensor:

CSX TRANSPORATATION INC

By: _____

Print/Type Name: _____

Print/Type Title: _____

Witness for Licensee:

AUGUSTA GEORGIA

By: _____

Who, by the execution hereof, affirms that he/she has
the authority to do so and to bind the Licensee to the
terms and conditions of this Agreement.

Print/Type Name: _____

Print/Type Title: _____

Tax ID No.: _____

Authority under Ordinance or

Resolution No. _____,

Dated _____.

A

PLAN
FOR

AUGUSTA-RICHMOND COUNTY

PROPERTY LOCATED IN THE 125th G.M.D.

AUGUSTA - RICHMOND COUNTY, GEORGIA

OCTOBER 15, 2008

REVISED: FEBRUARY 16, 2009

SCALE: 1" = 50'



PREPARED BY:

JAMES G. SWIFT & ASSOCIATES

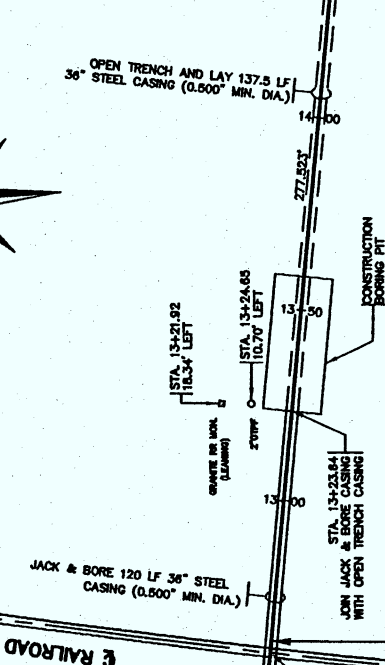
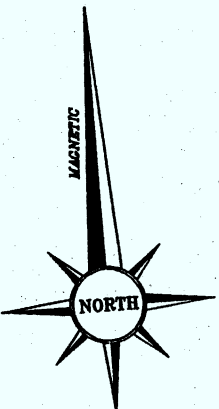
CONSULTING ENGINEERS

1206 INTERSTATE PARKWAY - AUGUSTA, GA. - 30909

Phone: (706) 868-8803

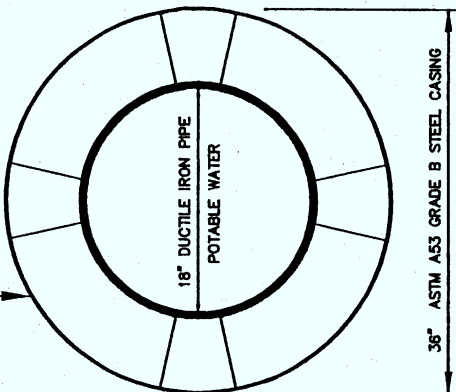


CSX- 623629



PIPE DETAIL

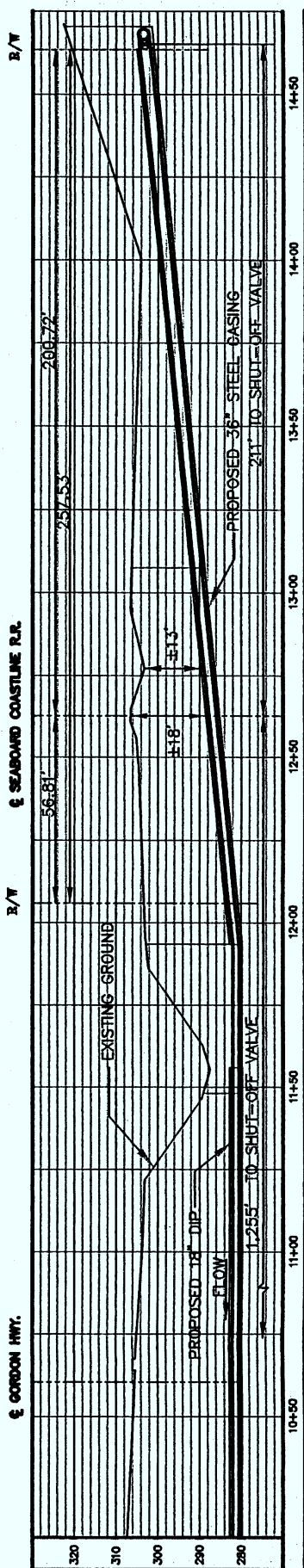
ENDS BLOCKED UP SUCH AS
TO PREVENT ENTRANCE OF FOREIGN
MATERIALS, BUT ALLOWING LEAKAGE TO PASS
IN THE EVENT OF CARRIER PIPE BREAK.



SEABOARD COASTLINE R.R. R/W VARIES

Attachment number 2
Page 1 of 1

GORDON HWY. U.S. HWY. #78 150' R/W



HOR. SCALE: 1" = 50'
VERT. SCALE: 1" = 40'



**Engineering Services Committee Meeting
9/28/2009 1:00 PM
Fedex Drive Dedication**

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

Caption: Approve the Deed of Dedication and Road Resolution submitted by the Augusta Engineering Department for Fedex Drive.

Background: The final plat was approved by the Commission on December 21, 2004. The subdivision design and plat, including the storm drain system, have been reviewed and accepted by our engineering staff and the construction has been reviewed by our inspectors.

Analysis: This section meets all codes, ordinances and standards. There are no wetlands or 100-year flood plain boundaries involved in this section.

Financial Impact: By accepting this road and storm drainage installations into the County system, all future maintenance and associated costs will be borne by Augusta, Georgia.

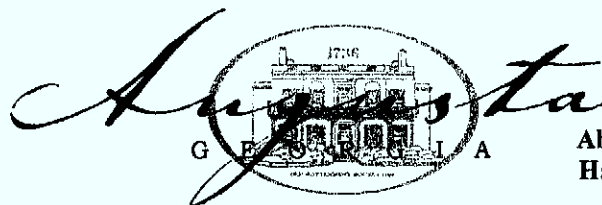
Alternatives: 1. Approve the deed of dedication and road resolution submitted by the Engineering Department for FedEx Drive. 2. Do not approve and risk litigation.

Recommendation: Approve Alternative Number One.

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

REVIEWED AND APPROVED BY:

**Finance.
Law.
Administrator.
Clerk of Commission**



ENGINEERING DEPARTMENT

Abie L. Ladson, PE, Director
Hameed Malik, PhD., PE, Asst Director

Anthony (Tony) E. Williams,
Construction Manager

MEMORANDUM

To: George Patty
Director Planning and Zoning

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

Date: Tuesday, June 26, 2009

Subject: Certificate of Completion
Dedication of Fedex Drive
File reference: 2009 – 05 (A)

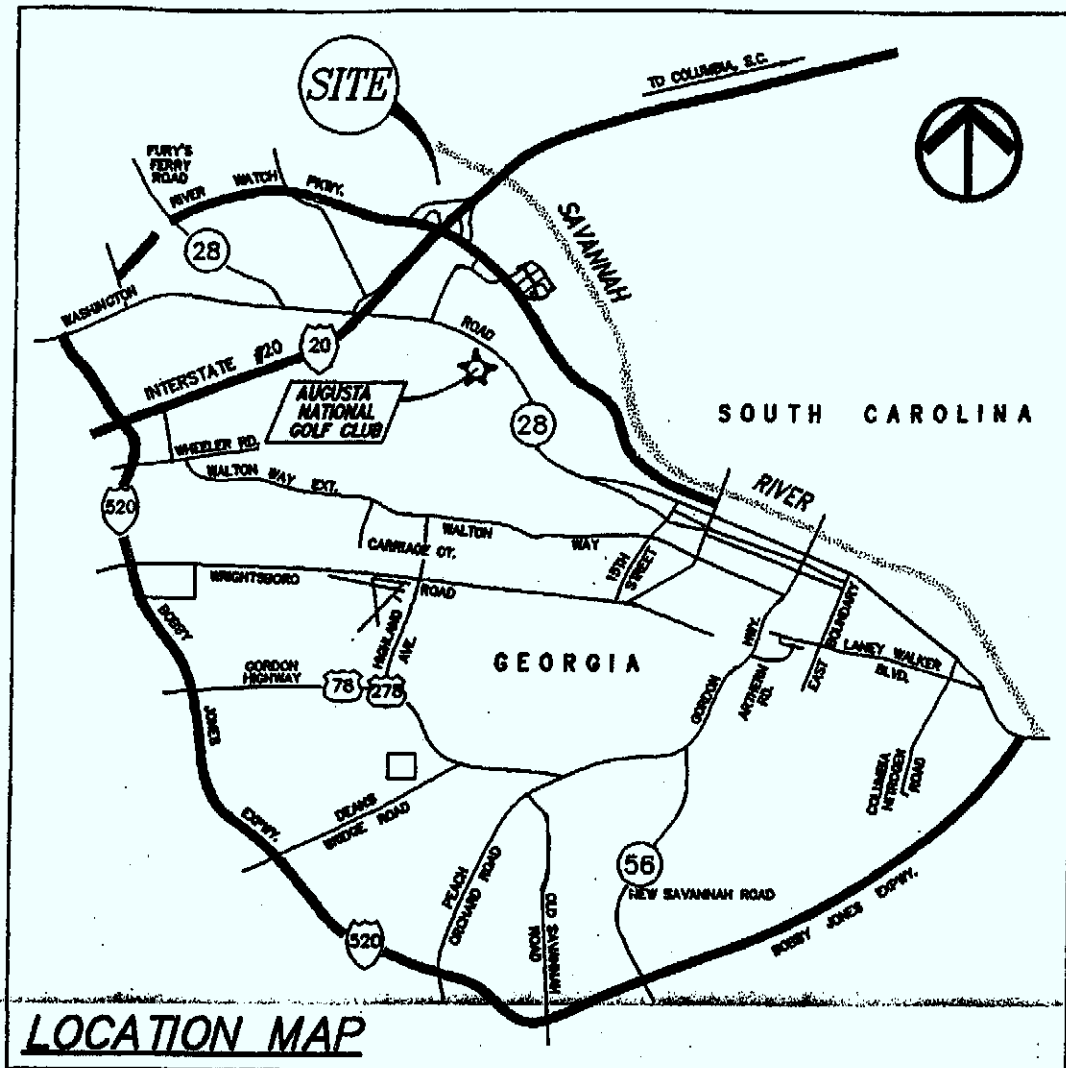
As required by Development Guideline Document 3, Article II – Section 202 of Augusta, Georgia Municipal Code, you are hereby advised, based upon site observation that this project consisting of roadway and storm drainage construction designated as “Fedex Drive 80’ R/W,” containing 1.10 acres more or less, on a plat prepared for Augusta Baseline Development, LLC, dated May 26, 2004, and revised September 29, 2004, a copy of which is recorded in the Office of the Clerk of Superior Court of Richmond County, Georgia, in Plat Cabinet D, Slide 103, Plat A, appears to be in compliance with all standards and specifications set forth in said documents. Therefore, the name of the street and drainage related structures in subject development are hereby recommended for acceptance into the City of Augusta infrastructure system.

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

AEW

Attachments

cc: Hameed Malik, PhD., P.E., Assistant Director – Engineering Department
Terri Turner, Planning & Zoning
File



State of Georgia)

County of Richmond)

DEED OF DEDICATION

THIS INDENTURE, made and entered into this ____ day of _____, 20____, by and between **Augusta Baseline Development, LLC**, a North Carolina limited liability company, hereinafter referred to as the "Grantor", and **AUGUSTA, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as the "Grantee": (the words "Grantor" and "Grantee" to include their respective heirs, legal representatives, successors and assigns where the context requires or permits);

WITNESSETH THAT:

GRANTOR, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged has granted, bargained, sold, aliened, conveyed, and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, all that tract or parcel of land lying and being located in AUGUSTA, Georgia, the following described property, to wit:

A RIGHT-OF-WAY ACROSS AND THROUGH the portion of land lying between Tract "A" and Tract "B" labeled "Roadway Tract," together with the pipelines and appurtenances located therein, which is delineated on a plat prepared for Augusta Baseline Development, LLC, by Southern Partners, Inc., dated May 26, 2004, and revised September 29, 2004, and recorded in Plat Cabinet D at Slide 103, Plat A, which plat reference is made for a more complete and accurate description as to the metes, bounds and location of said easements;

SAID RIGHT-OF-WAY is for the purpose of laying, installing, extending, operating, repairing, and maintaining a roadway, the same hereinafter being referred to as the "**PROJECT**;"

Together with all and singular the right of way, easements, members, privileges and appurtenances to the said property, being, belonging, or in anyway appertaining, and the rents, reversions, issues and profits thereof and of every part thereof.

AND THE SAID PARTY OF THE FIRST PART (GRANTOR), its successors and assigns, shall and will forever warrant and defend unto the Party of the Second Part (Grantee), its successors and assigns, the right of way, and/or easements, privileges, and appurtenances conveyed herein, against the claim or claims of any person claiming through the Party of the First Part.

IN WITNESS WHEREOF, Grantor has caused this deed to be executed and sealed by duly authorized officers or Grantor.

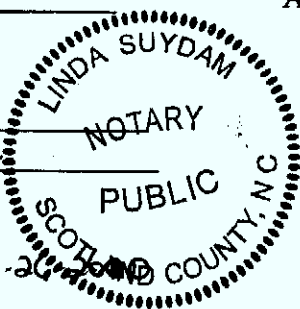
Signed, sealed and delivered this 27 day
of July, 2009, in the presence of:

GRANTOR:

Gavin Melia

Unofficial Witness

[Signature]
Notary Public, State of NC



My Commission Expires: 4-26-2010

AUGUSTA BASELINE DEVELOPMENT, LLC

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

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

STATE OF GEORGIA
COUNTY OF RICHMOND

ACCEPTANCE BY AUGUSTA, GEORGIA

AUGUSTA, GEORGIA, hereby accepts the herewith and foregoing conveyance by AUGUSTA BASELINE DEVELOPMENT, LLC through said Deed of Dedication for the right-of-way and storm drainage lines herein described.

This ____ day of _____, 200__.

AUGUSTA, GEORGIA

By: _____

Attest: _____

Its: Clerk

[SEAL]

006
8/26/09

RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

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

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

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

- (a) Points of beginning and ending:
Beginning at Gun Club Road
Extending approx. 600' NW
- (b) Length of road to nearest 1/100th mile:
0.11 mile
- (c) Width & type of road surface:
32' from back of curb to back of curb;
Type E asphalt
- (d) Right-of-Way:
80 foot

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

Adopted this _____ day of _____, 20____.

AUGUSTA, GEORGIA

BY: _____
As Its Mayor

Attest: _____
Clerk of Commission

COB
8/26/09



**Engineering Services Committee Meeting
9/28/2009 1:00 PM**

Re-designation of Ordinance setting standards for private roads used by law enforcement, fire department and other emergency vehicles

Department:

Caption: Approve re-designation of Ordinance setting standards for private roads used by law enforcement, fire department and other emergency vehicles.

Background: An Ordinance setting standards for private roads used by law enforcement, fire department and other emergency vehicles was adopted by the Commission in June, 2008. The Ordinance stated it amended Augusta Code Section 7-3-8. In November, 2008, the Commission adopted another amendatory Ordinance (No. 7093) amending Code Section 7-3-8 to include “speed humps” in the list of public improvements (streets, roads, sidewalks, curbs and storm water and sewer systems) which are constructed upon the approval of the Augusta-Richmond County Commission when 75% of the owners of the properties abutting such improvement(s) consent thereto and agree to be assessed the cost thereof on a pro-rata basis.

Ordinance No. 7093 did not address how the provisions of Ordinance No. 7056 were to be incorporated into the Augusta Code Section 7-3-8, as amended by Ordinance No. 7093.

These ordinances can be reconciled by re-designating the provisions of Ordinance No. 7056 as a new section in the Augusta-Richmond County Code, to wit: 7-3-17.1. A copy of this proposed new Ordinance is attached hereto as Exhibit “A”.

Analysis:

Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:

Cover Memo

Item # 10

Finance.

**Law.
Administrator.
Clerk of Commission**

ORDINANCE NO. _____

AN ORDINANCE TO AMEND TITLE 7, CHAPTER 3, ARTICLE 2 OF THE AUGUSTA CODE TO REGULATE MAINTENANCE OR CONSTRUCTION FOR PRIVATE STREETS WITHIN AUGUSTA-RICHMOND COUNTY FOR THE PURPOSE OF POLICE, FIRE, AND OTHER EMERGENCY VEHICULAR ACCESS; TO REPEAL ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; TO CLARIFY PREVIOUS ORDINANCES ADOPTED BY THE AUGUSTA-RICHMOND COUNTY COMMISSION, PARTICULARLY AN ORDINANCE ADOPTED JUNE 17, 2008, KNOWN AS ORDINANCE NO. 7056; TO PROVIDE AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

WHEREAS, Pursuant to the Constitution of the State of Georgia Augusta-Richmond County Commission is charged with providing certain services which include but are not limited to police, fire and emergency rescue services;

WHEREAS, it is a necessity to promote and protect the public health, safety, and welfare of Augusta-Richmond County citizens;

WHEREAS, the Augusta-Richmond County Commission finds it necessary to have unobstructed, safe, and continuous access to residences and buildings;

WHEREAS, The Augusta-Richmond County Commission needs to ensure that police, fire and emergency services can safely and quickly enter and exit private property that is unobstructed, safe and provides continuous vehicle access at all times;

THE AUGUSTA-RICHMOND COUNTY COMMISSION HEREBY ORDAINS AS FOLLOWS:

SECTION 1. That Title 7, Chapter 3, Article 2 of the Augusta Code be amended by adding thereto a new section designated as 7-3-17.1 as set forth in "Exhibit A" hereto.

SECTION 2. This ordinance shall become effective upon its adoption in accordance with applicable laws.

SECTION 3. All ordinances or parts of ordinances, specifically including Ordinance No. 7056, in conflict herewith are hereby repealed.

Adopted this _____ day of _____, 2009.

David S. Copenhaver
As its Mayor

Attest:

Lena J. Bonner, Clerk of Commission

Seal:

CERTIFICATION

The undersigned Clerk of Commission, Lena J. Bonner, hereby certifies that the foregoing Ordinance was duly adopted by the Augusta-Richmond County Commission on _____, 2009 and that such Ordinance has not been modified or rescinded as of the date hereof and the undersigned further certifies that the attached Ordinance is a true copy of the Ordinance which was approved and adopted in the foregoing meeting(s).

Lena J. Bonner, Clerk of Commission

Published in the Augusta Chronicle.

Date: _____

Section 7-3-17.1. Maintenance or Construction for Private Streets for Purposes of Police, Fire and Other Emergency Vehicles Access

a. The Augusta-Richmond County Commission desires to protect the health, safety and welfare of its citizens by ensuring that emergency vehicles have access to private roads and streets in the safest possible manner, and that, the County be reimbursed for costs of such maintenance services, and provide other assurances;

b. The provisions of this article shall apply to incorporated areas within Augusta-Richmond County under the jurisdiction of the Board of Commissioners.

c. The Public Services Department Engineering Maintenance is responsible for the administration of the program and will enter into a release with the owner(s) of the property regarding ingress and egress to the property and the costs and/or expenses associated with making the improvements.



Engineering Services Committee Meeting
9/28/2009 1:00 PM
St Sebastian Way/Green St/15th St - Relocation Agrmt GA Power

Department: Abie L. Ladson, PE, CPESC, Director of Engineering

Caption: Execute two (2) Relocation Agreements from Georgia Power and approve their request for payment of \$271,874 to relocate their distribution facilities on the St. Sebastian Way/Greene Street/15th Street project, CPB #324-041110-202824003 as requested by the Engineering Department. Funding is available in the project utility account.

Background: This is a Georgia Department of Transportation (GDOT) project that will extend St. Sebastian Street on new location from Walton Way to Riverwatch Parkway and provide connectivity to Broad Street, Jones Street and Reynolds Street. On January 5, 1999 the Engineering Department entered into an agreement with GDOT stating that we would be responsible for relocation of public owned utilities.

Analysis: On February 18, 2008 Georgia Power and the City entered into an agreement to relocate their distribution facilities at a cost of \$173,245. On July 16, 2009 Georgia Power submitted correspondence to the Engineering Department requesting that the February 18, 2008 agreement be voided and replaced with a new relocation agreement. Included with the request is an updated cost estimate of \$271,874. The cost increase of \$98,629 is attributed to a change in their scope of work which is requiring additional concrete poles and man hours plus increased cost of materials. The estimated cost would be \$490,897 but the City is obligated to pay only \$271,874 in accordance with the franchise agreement with Georgia Power

Financial Impact: Georgia Power has advised the cost at \$271,874. Funding is available in the project utility account.

Alternatives: 1) Execute two (2) Relocation Agreements from Georgia Power and approve their request for payment of \$271,874 to relocate their distribution facilities on the St. Sebastian Way/Greene Street/15th Street project, CPB #324-041110-202824003 as requested by the Engineering Department. Funding is available in the project utility account. 2) Do not approve the request and violate the agreement dated January 5, 1999.

Recommendation: Approve Alternative Number One.

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

324-041110-5414510/202824003-5414510_____

Cover Memo

Item # 11

REVIEWED AND APPROVED BY:

Finance.

Law.

Administrator.

Clerk of Commission

**CAPITAL PROJECT BUDGET
ST. SEBASTIAN WAY EXTENSION IMPROVEMENTS
CHANGE NUMBER TWO**

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 change is authorized to CPB#324-041110-202824003. The funding for this project is for relocation Agreements from Georgia Power and approve their request for payment of \$271,874 to relocate their distribution facilities on the St. Sebastian Way/ Greene Street/15th Street project. Funding is available in the project utilities account.

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

Special 1% Sales Tax, Phase III	\$ 1,163,986
Special 1% Sales Tax, Phase IV	\$ 3,060,000
	<u>\$ 4,223,986</u>

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

	By Basin		By District
Varies	\$4,223,986	Varies	\$ 4,223,986

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

Augusta-Richmond County, Georgia

CPB# 324-041110-202824003

**CAPITAL PROJECT BUDGET
ST. SEBASTIAN WAY EXTENSION IMPROVEMENTS
CHANGE NUMBER TWO**

<u>SOURCE OF FUNDS</u>	<u>CPB AMOUNT CPB</u>	<u>CPB CHANGE</u>	<u>NEW CPB</u>
SPLOST, URBAN PHASE III 327-041110-6011110	(\$1,163,986)	\$0	(\$1,163,986)
SPLOST, URBAN PHASE IV 324-041110-6011110		(\$3,060,000)	(\$3,060,000)
TOTAL SOURCES:	(\$1,163,986)	(\$3,060,000)	(\$4,223,986)
<u>USE OF FUNDS</u>			
ENGINEERING 323-041110-5212115/296812003	\$1,163,986	\$0	\$1,163,986
ENGINEERING 324-041110-5212115/202824003		\$360,000	\$360,000
RAILROAD PERMIT 324-041110-5414810/202824003		\$150,000	\$150,000
RIGHT OF WAY 324-041110-5411120/202824003		\$2,300,000	\$2,300,000
UTILITIES 324-041110-5414510/202824003		\$250,000	\$250,000
TOTAL USES:	\$1,163,986	\$3,060,000	\$4,223,986

BIN 20025
241 Ralph McGill Blvd
Atlanta, GA 30308

June 2, 2009

To: **Augusta Richmond County**
From: **Georgia Power Company**
Re: **Request for Contract Modification**

GADOT PI NO: <u>262750-</u>	DATE SUBMITTED: _____
PROJECT NO: <u>DE000-00MS-00 (389)</u>	GDOT DISTRICT: <u>2</u>
COUNTY: <u>Richmond</u>	DATE SUBMITTED TO AREA ENGINEER: _____

Request for (check all that apply):

☒ Scope Change
Proposed Change Description / Scope of Work: (Attach if more space is needed) Additional work not shown on original relocation plans and the installation of additional concrete poles
☒ Project Sum Change (attach details)
Estimated Cost of Proposed Change(s): \$ <u>98,629</u>
☐ Completion Date Change
Requested Change in Completion Date: _____ Additional Days
Proposed New Completion Date: _____

Submitted by:

Al Danner

Georgia Power Company, CES Engineer

Phone: 706-836-0130

Email address: ahdanner@southernco.com

Mark Tilden, GPC Project Manager
Carlton Blue, GPC Engineering Supervisor
Sherri Jacobs, GPC Support Specialist

☐ Approved

Contract Modification Request No. _____

Dated: _____

(see attached)

☐ Denied

(insert explanation)

Please do not process this document. Once approved by the Commission the original will be sent to the Clerk of Commission for execution. For information reference this request contact engineering at ext 5070. Thanks

RELOCATION AGREEMENT

City of Augusta-Richmond County

St. Sebastian Way/Green St. Extension Improvements

THIS AGREEMENT, made and entered into as of the _____ day of _____, 20_____, by and between CITY OF AUGUSTA-RICHMOND COUNTY, State of Georgia (hereinafter referred to as the "City"), and GEORGIA POWER COMPANY (hereinafter referred to as the "Company").

WITNESSETH:

WHEREAS, the City proposes under the above written Project to construct the St. Sebastian Way/Green Street Improvement Project PI# 262750 (hereinafter "Project"); and

WHEREAS, due to the construction of this Project, it will become necessary for the Company to make certain adjustments to the Company's existing facilities, in accordance with the estimate of Two Hundred Seventy One Thousand, Eight Hundred Seventy Four Dollars (\$271,874.00), a copy of which estimate is attached hereto, and incorporated into this Agreement as Exhibit "A"; and

WHEREAS, it has been established between the parties that the Company acquired easement rights for its electrical facilities prior in time to acquisition of the road(s), all as involved in said Project; and

WHEREAS, the City agrees to bear the lesser of one hundred percent (100%) of actual or Two Hundred Seventy One Thousand, Eight Hundred Seventy Four Dollars (\$271,874.00) of said relocation expenses; and

WHEREAS, the location of said presently existing facilities and the proposed new location of such facilities are shown on the Company plans previously provided to the City.

NOW, THEREFORE, in consideration of the promises and the mutual covenants of the parties hereinafter set forth, it is agreed:

Section 1. The Company, with its regular construction or maintenance crews and personnel, at its standard schedule of wages and working hours (as may be applicable from time to time during this Agreement), and working in accordance with the terms of its agreements with such employees, will make such changes in its facilities as previously agreed upon with the City. The Company may elect to contract any portion of the work contemplated.

Section 2. Upon completion by the Company of the work contemplated herein, the City will pay the Company a sum equal to lesser of the City's one hundred percent (100%) actual cost or share of the total Project relocation expenses estimate set forth herein, Two Hundred Seventy One Thousand, Eight Hundred Seventy Four Dollars (\$271,874.00).

Section 3. The City will not be bound to pay any amount for facilities relocation in excess of the reimbursable portion of the detailed cost estimate, Exhibit "A" attached hereto and made a part hereof, nor for any items of relocation work not provided for in said detailed cost estimate, except as shall be specifically approved in writing by the City. The City shall, however, also be responsible to the Company for one hundred percent (100%) of any and all costs incurred in acquiring additional easements for rights of way, including without limitation, easements for lines, access, tree trimming, guy wires, anchors, and other devices, appliances and facilities, and any and all other such easements and property rights as may be necessary for the Company's installation, operation and maintenance of its facilities.

Section 4. It is further mutually agreed that the final cost of the changes in the facilities of the Company covered by the detailed cost estimate, Exhibit "A" attached hereto and made a part hereof, shall be borne by the City.

Section 5. The Company shall make a reasonable effort to provide signing and other traffic control measures during construction as contemplated under this Agreement in accordance with PART VI of the U.S. Department of Transportation Manual on Uniform Traffic Control Devices, current edition, all at the expense of the City.

Section 6. The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

Section 7. It is mutually agreed between the parties hereto that this document shall be deemed to have been executed in Georgia.

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered.

Dated this _____ day of _____, 20_____.

Witness

Notary Public

(SEAL)

“COMPANY”
GEORGIA POWER COMPANY

By: _____
Name: _____
Title: _____

Witness

Notary Public

(SEAL)

“CITY”
CITY OF AUGUSTA-RICHMOND COUNTY

By: _____
Name: _____
Title: _____

Attest: _____ (SEAL)
Name: _____
Title: _____

Approved as to Form: _____
City Attorney

Job Estimating & Tracking
System - JETSGEORGIA Power Company
Distribution Work Order
Type Construction: OVERHEAD

Date: 15-Jun-2009 12:21 PM

HQ: CENTRALIZED DISTR. SVCS
 Customer: SEBASTION WAY
 Address: PI# 262750 ST. SEBASTION WAY/G
 Town: AUGUSTA
 Rep Allow: Yes Free Ft: No
 Home Phone:
 Map Number:
 Type Customer: DOT PROJECTS
 Estimate Name: FINAL REIMBURSABLE
 Engineer: DANNER III, ALTON H
 Committed Service Date:

W.O.: 892051002606
 P.E.: 7030 01 WR#: 0
 Job Reference: 10833005
 Job Type: JOB TYPE - SEE WO #
 Coordination Checked: No
 Substation:
 Circuit:
 Charge Account:
 Credit Account:
 Date Last Est: 01-JUN-2009
 Job Order:

Job Description: RELOCATE GPC FACILITIES FOR CONSTRUCTION OF NEW ROAD

Driving Instructions:

Permits/Notification(s):

Total Estimated External Charges Included Below:

	\$	52,415		
Billing:	Fixed	Joint Use	Out of Ratio	Cust Contrib
	\$ 0	\$ 0	\$ 0	\$ 0
<u>MANHOURS</u>	Onsite	Travel	Headquarters	Total
Company	408.71	61.63	20.71	491.05
Contractor	897.64	129.13	43.42	1,070.19
			Total Estimated	1,561.24
Labor Multiplier: 1.00	Comment:			
Travel: 0.00	HQ: 0.00	EOH Labor: 0.00	EOH Matl: 0.00	

Cost Summary	Plant	Transformer	Meters	Maint	Removal	Total
Company Labor	7,930	113	0	1,955	11,405	21,403
Contract Labor	59,705	155	5	6,677	21,419	87,961
Company Matl.	28,521	5,920	0	0	0	34,441
Contract Matl.	39,470	0	0	0	0	39,470
Company Equip	5,220	58	0	997	5,817	12,092
Contract Equip	840	0	0	0	0	840
Engr Supv OH	76,511				20,093	96,604
Subtotal	218,197	6,246	5	9,629	58,734	292,811
Blanket						0
Salvage	9,539	11,387	0	11	0	20,937
Total	208,658	-5,141	5	9,618	58,734	271,874
Total WO Bill:						0
Total Net Cost:						271,874
Rate	Revenue	0	Total Ratio	0.00	ROE	0.00
	Loc Cost	0	Local Ratio	0.00	Net Present Val	
TVM Amount:	0	Sales Tax:	0	Profit:	0	

Total Bill Amount:

0

Approvals

Date

Completed By

Date

Auth:

Close: DANNER III, ALTON H

01-JUN-2009

RELOCATION AGREEMENT

Augusta-Richmond County
St. Sebastian/Greene St Ext/SR28

THIS AGREEMENT, made and entered into as of the 18 day of February, 2008, by and between AUGUSTA-RICHMOND COUNTY, State of Georgia (hereinafter referred to as the "City"), and GEORGIA POWER COMPANY (hereinafter referred to as the "Company").

W I T N E S S E T H :

WHEREAS, the City proposes under the above written Project to construct the St. Sebastian/Greene St Ext/SR28. Project (hereinafter "Project"); and

WHEREAS, due to the construction of this Project, it will become necessary for the Company to make certain adjustments to the Company's existing facilities, in accordance with the estimate of One Hundred Seventy-Three Thousand, Two Hundred and Forty-Five Dollars (\$173,245.00), a copy of which estimate is attached hereto, and incorporated into this Agreement as Exhibit "A"; and

WHEREAS, it has been established between the parties that the Company acquired easement rights for its electrical facilities prior in time to acquisition of the road(s), all as involved in said Project; and

WHEREAS, the City agrees to bear ONE HUNDRED percent (100%) of the actual costs of said relocation expenses which is estimated to be One Hundred Seventy-Three Thousand, Two Hundred and Forty-Five Dollars (\$173,245.00); and

WHEREAS, the location of said presently existing facilities and the proposed new location of such facilities are shown on the Company plans previously provided to the City.

NOW, THEREFORE, in consideration of the promises and the mutual covenants of the parties hereinafter set forth, it is agreed:

Section 1. The Company, with its regular construction or maintenance crews and personnel, at its standard schedule of wages and working hours (as may be applicable from time to time during this Agreement), and working in accordance with the terms of its agreements with such employees, will make such changes in its facilities as previously agreed upon with the City. The Company may elect to contract any portion of the work contemplated.

Section 2. The City will pay the Company a sum equal to ONE HUNDRED percent (100%) of the actual cost of the total Project relocation expenses estimated to be One Hundred Seventy-Three Thousand, Two Hundred and Forty-Five Dollars (\$173,245.00).

Section 3. The City will not be bound to pay any amount for facilities relocation in excess of the reimbursable portion of the detailed cost estimate, Exhibit "A" attached hereto and made a part hereof, nor for any items of relocation work not provided for in said detailed cost estimate, except as shall be specifically approved in writing by the City. The City shall, however, also be responsible to the Company for one hundred percent (100%) of any and all costs incurred in acquiring additional easements for rights of way, including without limitation, easements for lines, access, tree trimming, guy wires, anchors, and other devices, appliances and facilities, and any and all other such easements and property rights as may be necessary for the Company's installation, operation and maintenance of its facilities.

Section 4. The Company shall make a reasonable effort to provide signing and other traffic control measures during construction as contemplated under this Agreement in accordance with PART VI of the U.S. Department of Transportation Manual on Uniform Traffic Control Devices, current edition, all at the expense of the City.

Section 5. The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

Section 6. It is mutually agreed between the parties hereto that this document shall be deemed to have been executed in Georgia.

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered.

Dated this 12 day of June, 2008.

[Signature]
Witness

Christy M. Wheeler
Notary Public

"COMPANY"
GEORGIA POWER COMPANY

By: [Signature]
Name: Stan Scarboro
Title: Distribution Resource Manager I

(SEAL)

[Signature]
Witness
Notary Public
My Commission Expires May 15, 2009
Notary Public

(SEAL)

"CITY"
AUGUSTA-RICHMOND COUNTY

By: [Signature]
Name: DAVID S. COPELAND
Title: Mayor

Attest: [Signature] (SEAL)
Name:
Title:

Approved as to Form:

[Signature]
City Attorney



Job Estimating & Tracking
System - JETSGEORGIA Power Company
Distribution Work Order
Type Construction: OVERHEAD

Date: 25-Feb-2008 10:24 AM

HQ:	CENTRALIZED DISTR. SVCS	W.O.:	8920510 02606
Customer:	GDOT - RICHMOND COUNTY	P.E.:	7030 01
Address:	PI# 262750 ST. SEBASTION WAY/G	Job Reference:	10833005
Town:	AUGUSTA	Job Type:	51 HIGHWAY RELOCATION OH
Rep Allow: Yes	Free Ft: No	Coordination Checked:	No
Home Phone:		Substation:	
Map Number:		Circuit:	
Type Customer:	DOT PROJECTS	Charge Account:	
Estimate Name:	REIMBURSABLE	Credit Account:	
Engineer:	DANNER III, ALTON H.	Date Last Est:	18-FEB-2008
Committed Service Date:		Job Order:	

Job Description: Relocate GPC facilities for construction of new road

Driving Instructions:

Permits/Notification(s):

Total Estimated External Charges Included Below:

			\$	28,000	
Billing:					
	\$	Fixed	\$	Joint Use	Out of Ratio
		0		0	0
					Cust Contrib
					0
<u>MANHOURS</u>		Onsite		Travel	Headquarters
Company		21.35		3.20	1.08
Contractor		1,178.70		170.91	57.23
					Total
					25.63
					1,406.84
					1,432.47
					Total Estimated

Labor Multiplier: 1.25 Comment: GDOT PROJECT
 Travel: 0.00 HQ: 0.00 EOH Labor: 0.00 EOH Matl: 0.00

Cost Summary	Plant	Transformer	Meters	Maint	Removal	Total
Company Labor	6,573	0	0	0	520	7,093
Contract Labor	50,469	756	8	8,915	31,498	91,646
Company Matl.	42,566	3,131	0	0	0	45,697
Contract Matl.	0	0	0	0	0	0
Company Equip	241	0	0	0	218	459
Contract Equip	0	0	0	0	0	0
Engr Supv OH	31,952				9,671	41,623
Subtotal	131,801	3,887	8	8,915	41,907	186,518
Blanket						0
Salvage	5,546	7,716	0	11	0	13,273
Total	126,255	-3,829	8	8,904	41,907	173,245

Total WO Bill: 0

Total Net Cost: 173,245

Rate	Revenue	0	Total Ratio	0.00	ROE	0.00
	Loc Cost	0	Local Ratio	0.00	Net Present Val	

CIAC Tax: 0 Sales Tax: 0 Profit: 0

Total Bill Amount: 0

Approved By: Date: Completed By: Date:

Auth:

Close:



**Engineering Services Committee Meeting
9/28/2009 1:00 PM
Walden Place Subdivision**

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

Caption: Approve the deeds of dedication and road resolutions submitted by the Engineering and Augusta Utilities Departments for Walden Place Subdivision.

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

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

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

Alternatives: 1. Approve the deeds of dedication and road resolutions submitted by the Engineering, and Augusta Utilities Departments for Walden Place Subdivision. 2. Do not approve and risk litigation.

Recommendation: Approve Alternative Number One.

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

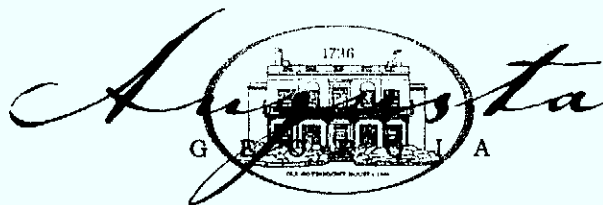
REVIEWED AND APPROVED BY:

Cover Memo

Item # 12

Finance.

**Law.
Administrator.
Clerk of Commission**



ENGINEERING DEPARTMENT

Abie L. Ladson, P.E., Director

Anthony (Tony) E. Williams,
Construction Manager

MEMORANDUM

To: George Patty
Director Planning and Zoning

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

Date: Tuesday, July 28, 2009

Subject: Certificate of Completion
Dedication of Walden Place
File reference: 2009 – 05 (A)

As required by Development Guideline Document 3, Article II – Section 202 of Augusta, Georgia Municipal Code, you are hereby advised, based upon site observation that this project consisting of roadway, storm drainage and detention pond designated as Walden Place Subdivision containing 8.54 acres, on a plat prepared for L.P.B. Properties, Inc. dated April 29, 2006, a copy of which is recorded in the Office of Superior Court of Richmond County, Georgia in Plat Book 2, Page 372-373, appears to be in compliance with all standards and specifications set forth in said documents. Therefore, the names of all streets and drainage related structures in subject development are hereby recommended for acceptance into the City of Augusta infrastructure system.

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

AEW

Attachment

cc: Hameed Malik, PhD., P.E., Assistant Director – Engineering Department
Terri Turner, Planning & Zoning
File

STATE OF GEORGIA

COUNTY OF RICHMOND

DEED OF DEDICATION

(Roads, Detention Pond, Drainage and Utilities)

W.T.G. THIS INDENTURE, made and entered into this 21 day of July, 2008 between, **L.P.B. PROPERTIES, INC.**, hereinafter referred to as the Party of the First Part, and **AUGUSTA, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as the Party of the Second Part;

WITNESSETH:

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

All (that) (those) strip(s) or parcel(s) of land in Richmond County, Georgia, consisting of the street(s) and roadway(s), detention pond, and drainage and utility systems in that area shown on a final plat for Walden Place, prepared by George L. Godman & Associates, for L.P.B. Properties, Inc. and dated April 29, 2006, recorded June 28, 2006 in Plat Book 2, Page 372-373 Richmond County, Ga. records, to which plat reference is made for a more complete and accurate description as to the metes, bounds and location of said property, and said plat is by reference made a part hereof.

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

AS EVIDENCED BY its acceptance of this deed, the Grantee agrees to incorporate and maintain said street(s) and roadway(s), detention pond, drainage and utility systems into its system of streets, drainage, and utilities in Richmond County.

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

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

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

SIGNED, SEALED, AND DELIVERED
in our presence:

W. T. Lumb
Witness
Angela W. English
Notary Public
My Commission
Expires Feb. 7, 2012

L.P.B. PROPERTIES, INC.

By: W. T. Lumb (SEAL)
As Its: CEO/President
[Attach Corporate Seal]

Attest: _____ (SEAL)

Accepted by:

AUGUSTA, GEORGIA

By: _____
As Its Mayor

Attest: _____
Clerk
(SEAL)

CP
8/6/09

SUBDIVISION: Walden Place

RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

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

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

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

- (a) Points of beginning and ending:
Beginning at Whitney South Drive
Extending SE approx. 150' to and
including cul-de-sac
- (b) Length of road to nearest 1/100th mile:
0.03 mile
- (c) Width & type of road surface:
31' from back of curb to back of curb;
Type E asphalt
- (d) Right-of-Way:
60' foot

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

Adopted this _____ day of _____, 20____.

AUGUSTA, GEORGIA

BY: _____
As Its Mayor

Attest: _____
Clerk of Commission

COB
8/6/09
Item # 12

SUBDIVISION: Walden Place

RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

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

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

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

- (a) Points of beginning and ending:
Beginning at Walden Drive
Extending approx. 880' NW, then NE
& then SE to & including cul-de-sac
- (b) Length of road to nearest 1/100th mile:
0.17 mile
- (c) Width & type of road surface:
31' from back of curb to back of curb;
Type E asphalt
- (d) Right-of-Way:
60' foot

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

Adopted this _____ day of _____, 20____.

AUGUSTA, GEORGIA

BY: _____
As Its Mayor

Attest: _____
Clerk of Commission

CS
8/16/09

Item # 12

STATE OF GEORGIA)
COUNTY OF RICHMOND) **DEED OF DEDICATION (UTILITY)**
 FOR WALDEN PLACE

THIS INDENTURE, made and entered into this _____ day of _____, 2006 between the **L.P.B. Properties Inc., Walden Place** hereinafter referred to as the Party of the First Part, and **AUGUSTA, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as the Party of the Second Part;

WITNESSETH:

THAT SAID UTILITY PIPELINES, herein described, have been inspected by the Augusta Utilities Department and accepted on Sixth day of June, 2006; and

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

AN EASEMENT IN PERPETUITY UNDER, ACROSS AND THROUGH the approximately marked strips of land, together with the pipelines and appurtenances located therein, which are delineated on a plat prepared for **L.P.B. Properties, Walden Place** by **George L. Godman & Associates**, dated April 29, 2006, revised date June 05, 2006, which plat reference is made for a more complete and accurate description as to the metes, bounds and location of said easements, and said plat has been attached hereto and by reference made a part thereof;

SAID EASEMENT BEING IN THE NATURE of a right-of-way for the purpose of laying, relaying, installing, extending, operating, repairing, and maintaining pipelines transporting and

carrying utility services, the same hereinafter being referred to as the "**PROJECT**;"

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

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

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

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

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

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

WHENEVER there shall be more than one grantor, the phrase "Party of the First Part" and all related pronouns, related pronouns and verbs shall read as if written in the plural form. When the

grantor is an individual, all such phrases, related pronouns and relative pronouns shall be read as if written in the feminine, masculine, or neuter, and the word "heirs" shall be substituted for the word "successors" at the appropriate place or places.

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

SIGNED, SEALED, AND DELIVERED in our presence:

L.P.B. Properties Inc.
Walden Place

By: 
David Bostick

As Its: Vice-President

 6-19-06
Witness


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

Attest: _____

As Its: _____

My Commission Expires _____

(SEAL)

Accepted by:
AUGUSTA, GEORGIA

By: _____
As Its Mayor

Attest: _____
Clerk of Commission

(SEAL)



WATER SYSTEM AS BUILT of: WALDEN PLACE

PROPERTY LOCATED IN ADAMSVILLE,
RICHMOND COUNTY, GEORGIA

DATE: APRIL 28, 2004 REV: 0-00-00

PREPARED FOR:
L.P.B. PROPERTIES, INC.

100 INDUSTRIAL STREET
ADAMSVILLE, GA 30101

CONTACT: TONY LAMB (PH) 547-3553

PREPARED BY:

GEORGE L. GORMAN & ASSOCIATES
1000 W. BROAD STREET, SUITE 100
ADAMSVILLE, GEORGIA 30101
PHONE: (770) 704-4949



LEGEND:

- SEWER MAIN
- SEWER BRANCH
- WATER MAIN
- WATER BRANCH
- POWER
- STATION/VALE
- POLE
- POLE WITH TAP
- FLARED END SECTION

NOTES:
1. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
2. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.

THIS PLAN AND SPECIFICATIONS ARE THE PROPERTY OF GEORGE L. GORMAN & ASSOCIATES. NO PART OF THIS PLAN OR SPECIFICATIONS ARE TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF GEORGE L. GORMAN & ASSOCIATES.

