



Engineering Services Committee Meeting Commission Chamber- 10/11/2010- 1:10 PM

ENGINEERING SERVICES

1. Motion to approve and accept a Deed of Dedication, Easement and Maintenance Agreement on Flowing Wells Road. ☐ [Attachments](#)
2. Discuss/approve the City's application for the GDOT GATEway Grant 2010 for the beautification of the Gordon Highway/Deans Bridge Road intersection. (Requested by Commissioner Lockett) ☐ [Attachments](#)
3. Motion to approve Georgia Power Company Governmental Encroachment Agreements 31238 and 31239. ☐ [Attachments](#)
4. Motion to authorize condemnation to acquire title of a portion of property for permanent easement and temporary easement for the 50202 Horsepen Sanitary Sewer, Phase 2-B Project, PIN: 128-0-032-00-0, 2923 Old Tobacco Road. ☐ [Attachments](#)
5. Motion to authorize condemnation to acquire title of a portion of property for permanent easement and temporary easement for the 50202 Horsepen Sanitary Sewer, Phase 2-B Project, PIN: 128-0-172-00-0, 2857 Tobacco Road. ☐ [Attachments](#)
6. Approve the Program Manager's recommendation to select Total Systems Commissioning, Inc. as the Commissioning Agent for the Augusta, Georgia Sheriff's Office Building for a lump sum price of \$28,850.00. ☐ [Attachments](#)

www.augustaga.gov



**Engineering Services Committee Meeting
10/11/2010 1:10 PM
Flowing Wells Road Deed & Maintenance Agreement**

Department: Augusta Utilities Department

Caption: Motion to approve and accept a Deed of Dedication, Easement and Maintenance Agreement on Flowing Wells Road.

Background: Baily Development and Augusta entered into a Cost Share Agreement to construct a sanitary sewer on Flowing Wells Road. The construction has been completed and this document is to turn over, to Augusta, the pipeline plus an easement over the portion of the sanitary sewer that is outside the right-of-way.

Analysis: This sanitary sewer will serve the Flowing Wells Road Area. The portion of the pipeline outside the right-of-way will be needed to service the properties behind the proposed Flowing Wells Business Park.

Financial Impact: None

Alternatives: Deny the motion to approve and accept a Deed of Dedication, Easement and Maintenance Agreement on Flowing Wells Road.

Recommendation: Motion to approve and accept a Deed of Dedication, Easement and Maintenance Agreement on Flowing Wells Road.

Funds are Available in the Following Accounts: N/A

REVIEWED AND APPROVED BY:

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

STATE OF GEORGIA

COUNTY OF RICHMOND

DEED OF DEDICATION and EASEMENT DEED

**FLOWING WELLS ROAD SANITARY SEWER
and
FLOWING WELLS BUSINESS PARK GRAVITY SANITARY SEWERAGE TRUNK
PIPELINE (PRIVATE STREETS)**

WHEREAS, Bailey Development, LLC, a Georgia Limited Liability Company, (hereinafter known as "**DEVELOPER**") and Augusta, Georgia (hereinafter known as "**AUGUSTA**"), a political subdivision acting by and through the Augusta-Richmond County Commission, entered into a Cost Share Agreement to construct a gravity sanitary sewerage trunk pipeline on Flowing Wells Road and across the property of the proposed Flowing Wells Business Park; and

WHEREAS the agreement was duly approved by the Augusta-Richmond County Commission at its regularly held meeting on November 5, 2009; and

WHEREAS DEVELOPER has completed the construction of the gravity sanitary sewerage trunk pipeline; and

WHEREAS, pursuant to the agreement, **DEVELOPER** wishes to deed, to **AUGUSTA**, the gravity sanitary sewerage trunk pipeline, described generally as:

Beginning at a point approximately 450 feet west of the intersection, on Flowing Wells Road, of Parcel Identification Number 029-0-003-00-0 (known as 1233 Flowing Wells Road) and Parcel Identification Number 029-0-004-00-0 (known as 1251 Flowing Wells Road), thence moving south 1150 feet to a point where it intersects with Parcel

Identification Number 029-0-005-00-0 (known as 1263 Flowing Wells Road), thence continuing south along the west side of Flowing Wells Road for about 3000 feet to a point at the upper drive of the Augusta Fire Station No. 15, thence boring under Flowing Wells Road to connect to an existing manhole of a 15 inch existing gravity drain at the rear of said fire station, as shown on a set of plans by Godefroy and Associates, dated July 2, 2009 with revisions; and

WHEREAS DEVELOPER also wishes to deed an exclusive twenty (20) foot permanent easement in perpetuity over that portion of the sanitary sewerage trunk pipeline which crosses the property to be developed as the Flowing Wells Business Park; and

WHEREAS, DEVELOPER has agreed that neither **AUGUSTA**, nor any of its departments, shall maintain individual force mains, laterals, and/or grinder pumps and that said individual force mains and/or grinder pumps and/or laterals shall remain private.

NOW, THEREFORE, this indenture made this _____ day of _____, 2010 between **DEVELOPER** and **AUGUSTA**,

WITNESSETH:

DEVELOPER, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars, to it in hand well and truly paid by **AUGUSTA**, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged and for the further consideration of the benefits to its property by the maintenance of said gravity sanitary sewerage trunk pipeline, by **AUGUSTA**, has and does by these presents, grant, bargain, sell and confirm unto **AUGUSTA**, its successors and assigns, the following, to-wit:

An exclusive easement(s) in perpetuity over the gravity sanitary sewerage trunk pipeline, as shown said easement described as being ten (10) feet on both sides of the centerline of the pipeline, as shown on a plat prepared by Toole Surveying Company, Inc., dated August 10, 2010, said plat being attached hereto and made apart hereof, and to which reference is hereby made for a more complete and accurate description as to the systems herein described. Said easement being for the purpose of laying, adding, relaying, expanding, installing, extending, operating, repairing and maintaining pipelines transporting and carrying utility services.

Together with all the necessary rights of egress and ingress to said easement for the purposes stated herein.

Also, any interest DEVELOPER has, or may have, in and to the gravity sanitary sewerage trunk pipeline, as described previously in this document and as shown in a set of plans by Godefroy and Associates dated July 2, 2009, with revisions, a copy of which is located in the office of the Augusta Utilities Department.

DEVELOPER, having elected to maintain the roads and streets as private streets, covenants that its (her/his) heirs, legal representatives, successors and assigns, shall repair, pave, or replace any private parking lot, road or street, or any portion thereof, through which **AUGUSTA** may excavate or perform other work in connection with repairs, construction, maintenance, or extension of its gravity sanitary sewerage

trunk pipeline system, and shall grant to the **AUGUSTA** the necessary easement(s) in connection with such construction or extension.

DEVELOPER also grants **AUGUSTA** the right, but not the duty, to clear and keep clear, all trees, undergrowth and other obstructions from said permanent easement, along with the right of free ingress and egress to and from said permanent easement for this purpose.

DEVELOPER further agrees that no trees or other vegetation that may interfere with the laying, relaying, installing, extending, operating, repairing and maintaining of pipelines transporting and carrying utility services shall be planted on said easement(s) and that no buildings, structures, or other permanent improvements shall be erected, constructed, or maintained thereon.

TO HAVE AND TO HOLD said gravity sanitary sewerage trunk pipeline and permanent easement, together with all and singular, the rights, members, appurtenances thereof to the same being, belonging, or in anywise appertaining, to the use, benefit and behoof of **AUGUSTA**, its successors and assigns forever, to do with as it wishes.

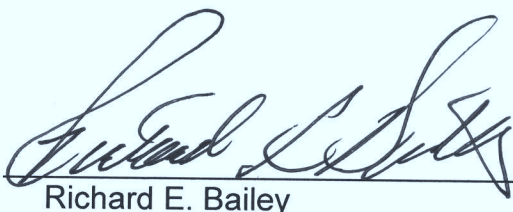
AND DEVELOPER, its heirs, legal representatives, successors and assigns, will warrant and defend the right and title to the above described property, to **AUGUSTA**, its successors and assigns, against all claims of all persons whosoever.

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

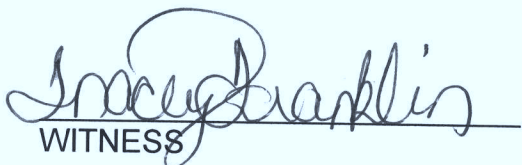
BAILEY DEVELOPMENT, LLC

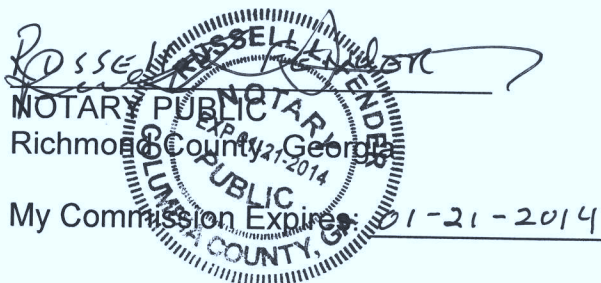
Signed, sealed and delivered in

By:


Richard E. Bailey

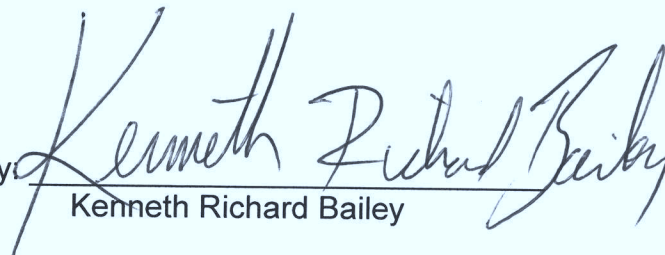
As its: Partner


WITNESS

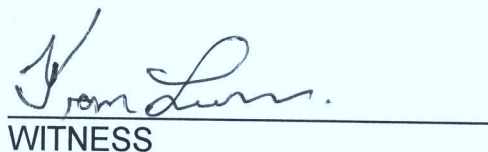

NOTARY PUBLIC
Richmond County, Georgia
My Commission Expires: 01-21-2014

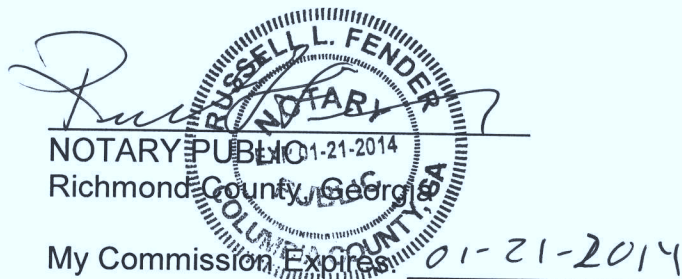
Signed, sealed and delivered in

By:


Kenneth Richard Bailey

As its: Partner


WITNESS


NOTARY PUBLIC
Richmond County, Georgia
My Commission Expires: 01-21-2014

ACCEPTED BY:

AUGUSTA, GEORGIA

By: _____
Deke Copenhaver
As its Mayor

Attest: _____
Clerk

(SEAL)

STATE OF GEORGIA
COUNTY OF RICHMOND

MAINTENANCE AGREEMENT

Flowing Wells Road Sanitary Sewer

and

Flowing Wells Business Park

(Gravity Sanitary Sewerage Trunk Pipeline)

THIS AGREEMENT, entered into this _____ day of _____, 2010, by and between **BAILEY DEVELOPMENT, LLC**, hereinafter referred to as the "**DEVELOPER**", and **AUGUSTA, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as the "**AUGUSTA**":

WITNESSETH

WHEREAS, the **DEVELOPER** has requested that **AUGUSTA** accept the gravity sanitary sewer system for Flowing Wells Road Business Park, as shown by a Deed of Dedication (Utility) and Easement Deed, contemporaneously tendered and recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, with this document; and

WHEREAS, **AUGUSTA** has adopted a policy requiring the **DEVELOPER** to maintain those installations and systems laid or installed in the subdivision, which **AUGUSTA** does accept by Deed, for a period of eighteen months;

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

(1) **AUGUSTA** accepts the gravity sanitary sewerage trunk pipeline located on Flowing Wells Road and on the property to be developed as the Flowing Wells Business Park, as described in the Deed contemporaneously tendered herewith to the Augusta-Richmond County Commission.

(2) The **DEVELOPER** agrees to maintain all the installations laid or installed, as described in said Deed, for a period of eighteen months from the date of final inspection and approval, that date being **August 4, 2010**.

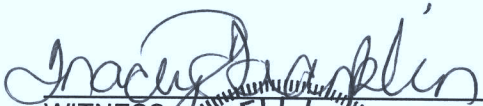
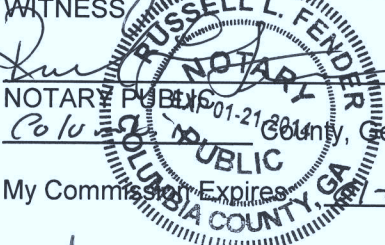
(3) The **DEVELOPER** agrees that, if during said eighteen month period there is a failure of the installations laid or installed, as described in the Deed, due to failure or poor workmanship, the **DEVELOPER** shall be responsible for adequate maintenance and repair.

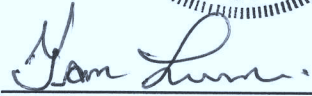
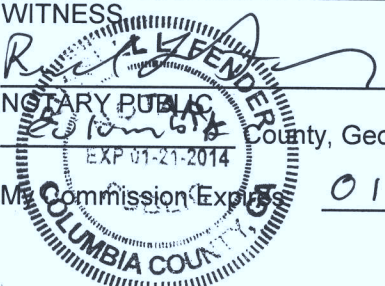
(4) In the event of such failure of the improvements, **AUGUSTA** shall notify the **DEVELOPER** and set forth in writing the items in need of repair. The **DEVELOPER** shall present, within fifteen business days of the date of said writing, its proposed plan of repair and shall have the repairs completed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

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

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

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

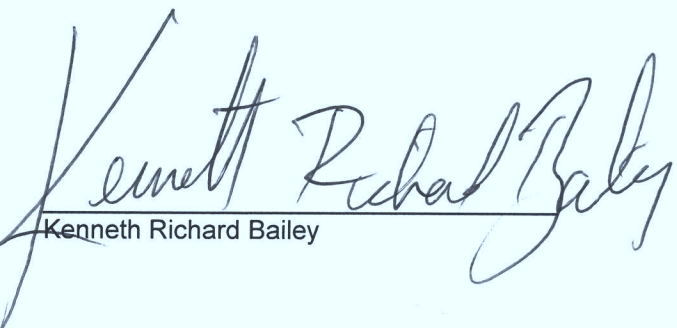

WITNESS

NOTARY PUBLIC
Columbia County, Georgia
My Commission Expires 01-21-2014


WITNESS

NOTARY PUBLIC
Columbia County, Georgia
My Commission Expires 01-21-2014

BAILEY DEVELOPMENT, LLC


Richard E. Bailey

As its Partner


Kenneth Richard Bailey

As its Partner

AUGUSTA, GEORGIA

WITNESS

NOTARY PUBLIC
Richmond County, Georgia

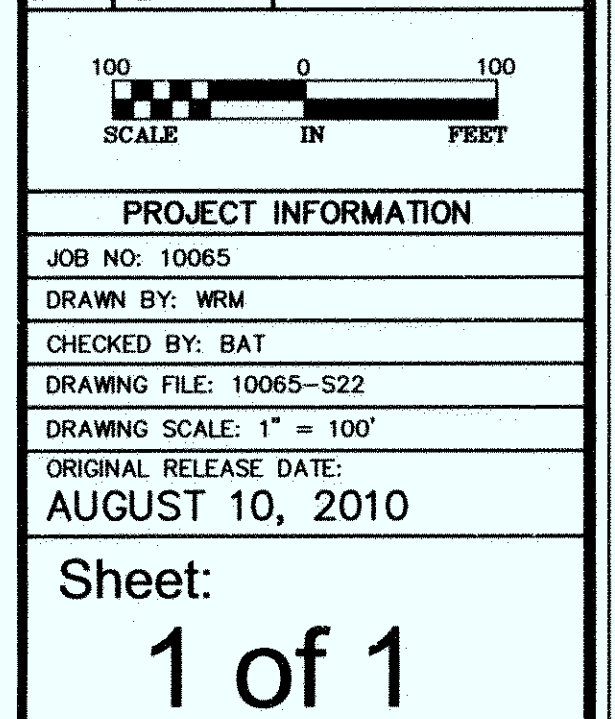
My Commission Expires: _____

By: _____
David S. Copenhaver

As Its: Mayor

Attest: _____
Clerk of Commission

(SEAL)





**Engineering Services Committee Meeting
10/11/2010 1:10 PM
GDOT GATEway Grant 2010**

Department: Clerk of Commission

Caption: Discuss/approve the City's application for the GDOT GATEway Grant 2010 for the beautification of the Gordon Highway/Deans Bridge Road intersection. (Requested by Commissioner Lockett)

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:

Clerk of Commission



**Engineering Services Committee Meeting
10/11/2010 1:10 PM
Georgia Power Governmental Encroachment Agreements 31238 and 31239**

Department: Augusta Utilities Department

Caption: Motion to approve Georgia Power Company Governmental Encroachment Agreements 31238 and 31239.

Background: The Augusta Utilities Department is constructing a sanitary sewer pipeline, on the Horsepen Sanitary Sewer, Phase 2-B project, in the vicinity of Old Tobacco Road. The course of the pipeline will cross Georgia Power Right of Way in several locations.

Analysis: The normal course of business is to enter into a Governmental Encroachment Agreement with Georgia Power Company. This agreement establishes an understanding of the type and scope of work that will done on the right of way and any stipulations that Georgia Power may have as to how that work is performed, for the protection of their assets.

Financial Impact: None

Alternatives: Deny the motion to approve Georgia Power Company Governmental Encroachment Agreements 31238 and 31239.

Recommendation: Approve the motion to approve Georgia Power Company Governmental Encroachment Agreements 31238 and 31239.

Funds are Available in the Following Accounts: N/A

REVIEWED AND APPROVED BY:

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

Municipal Electric Authority of Georgia
ENCROACHMENT AGREEMENT (GOVERNMENTAL)

Subject: DUMJON-GOSHEN 230KV

L.F. Number: 6-2379

Application Number: 31238

Location Number: _____

SUBJECT: DUMJON-GOSHEN 230 kV Transmission Line Right-of-Way

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

Said right(s)-of-way being 100 feet in width and extending in part through 121ST GMD District, of RICHMOND County, Georgia, on which MEAG has constructed and now maintains and operates one or more said electric transmission lines by virtue of certain easements heretofore acquired by MEAG. The said right(s)-of-way (is or are) shown on plat attached hereto and made a part hereof as Exhibit A1 through A5.

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

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

1. The Undersigned agrees to obtain all necessary rights from the owners of the lands crossed by MEAG's right(s)-of-way in the event the Undersigned does not own the said lands and rights.

2. The Undersigned agrees to use said area within MEAG's right(s)-of-way in such a manner as will not interfere with MEAG's activities and facilities as now, or hereafter, exist thereon (hereinafter MEAG's "activities" and "facilities".) If it is determined, in MEAG's judgment, that the Undersigned's use of the property does in fact so interfere, the Undersigned shall take whatever action is, in MEAG's judgment, necessary to remove such interference. If the Undersigned refuses or fails to take such action promptly, within a mutually agreed upon timeframe or within, 90 days if no agreement can be reached, MEAG may, at its option, remove such interference, and the Undersigned shall be liable for the costs of said removal.

3. The Undersigned agrees that the use of MEAG's right(s)-of-way as herein provided shall in no way affect the validity of MEAG's easement(s) and shall in no way modify or restrict the use or rights of MEAG, its successors or assigns, in and to the area to be used. The Undersigned acknowledges MEAG's right and title to said easement(s) and the priority of MEAG's right of use and hereby agrees not to resist or assail said priority.

4. The use of said area within said right(s)-of-way by the Undersigned shall be at the sole risk and expense of the Undersigned, and MEAG is specifically relieved of any responsibility for damage to the facilities and property of Undersigned resulting or occurring from the use of said right(s)-of-way by MEAG as provided for herein. Undersigned covenants not to sue MEAG in that instance.

5. The Undersigned hereby agrees and covenants not to use and will prohibit agents, employees and contractors of Undersigned from using any tools, equipment or machinery within ten (10) feet of MEAG's overhead conductors. The Undersigned agrees to comply with Official Code of Georgia Section 46-3-30 et seq., (HIGH-VOLTAGE SAFETY ACT), and any and all Rules and Regulations of the State of Georgia promulgated in connection therewith, all as now enacted or hereinafter amended; and further agrees to notify any contractor(s) that may be employed by the Undersigned to perform any of the work referred to in this Agreement of the existence of said code sections and regulations by requiring said work to be performed in compliance with said code sections and regulations by including same as a requirement in its request for bids and including said requirement in any contract let as a result of said bid. The Undersigned further agrees and covenants to warn all persons whom the Undersigned knows or should reasonably anticipate for any reason may resort to the vicinity of such conductors of the fact that such conductors are (a) electrical conductors, (b) energized, (c) uninsulated and (d) dangerous.

6. Notwithstanding anything to the contrary contained herein, the Undersigned agrees to reimburse MEAG for all cost and expense for any damage to MEAG's facilities resulting from the use by the Undersigned of said area within said right(s)-of-way. Also, the Undersigned agrees that if in the opinion of MEAG, it becomes necessary, as a result of the exercise of the permission herein granted, to relocate, rearrange, change or raise

any of the MEAG's facilities, to promptly reimburse MEAG for all cost and expense involved in such relocation, rearrangement or raising of said facilities.

7. The Undersigned agrees to notify or have his contractor(s) notify MEAG's Representative in AUGUSTA, Georgia, Phone: 706-667-5654, at least three (3) business days prior to actual construction on MEAG's right(s)-of-way.

8. The Undersigned agrees, to the extent it may lawfully do so, to indemnify and save harmless and defend MEAG from the payment of any sum or sums of money to any persons whomsoever (including third persons, subcontractors, the Undersigned, MEAG and agent and employees of them) on account of claims or suits growing out of injuries to persons (including death), or damage to property (including property of MEAG) in any way attributable to or arising out of the use of the above described lands, by the Undersigned as herein provided, including (but without limiting the generality of the foregoing) all liens, garnishments, attachments, claims, suits, judgments, costs, attorney's fees, cost of investigation and of defense and excepting only those situations where the personal injury or property damage claimed have been caused by reason of the sole negligence on the part of MEAG, its agents or employees.

9. R/W LANDSCAPING SPECIFICATIONS: R/W easements grant MEAG the right to remove all trees and brush from the limits of the right-of-way. However, MEAG will permit some planting of shrubbery and *low growing trees* provided these plants do not interfere with the access to and operation of MEAG's facilities and are planted at distance greater than twenty-five (25) feet from any structure or attachment thereto. A *planted low growing tree* is defined as a tree, which normally grows no more than fifteen (15) feet in height at maturity.

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

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

The Undersigned hereby accepts the foregoing consent subject to the terms and conditions set forth above and in the event the Undersigned fails to perform as herein provided and shall not have executed and returned this Agreement on or before the 31st of October, 2010, this Agreement shall become void and no use of MEAG's right(s)-of-way as herein provided for shall be made.

IN WITNESS WHEREOF, this Agreement has been duly executed, this ____ of _____, 20____,

WITNESS

BY: _____
Calvin H. Bruce, Jr.

NOTARY PUBLIC

My Commission Expires: _____

As Its: _____ Partner _____

(Notary Seal)

(Signatures continued on next page.)

AUGUSTA-RICHMOND, GEORGIA (UNDERSIGNED)

WITNESS

BY: _____

DAVID S. COPENHAVER
MAYOR

Attest: _____

Lena J. Bonner
As Its: Clerk of Commission

NOTARY PUBLIC
Richmond County, State of Georgia

My Commission Expires: _____

(SEAL)

(Notary Seal)

The Municipal Electric Authority of Georgia has duly executed this Agreement, this _____ day of _____, 20____.

MUNICIPAL ELECTRIC AUTHORITY OF GEORGIA

WITNESS

BY

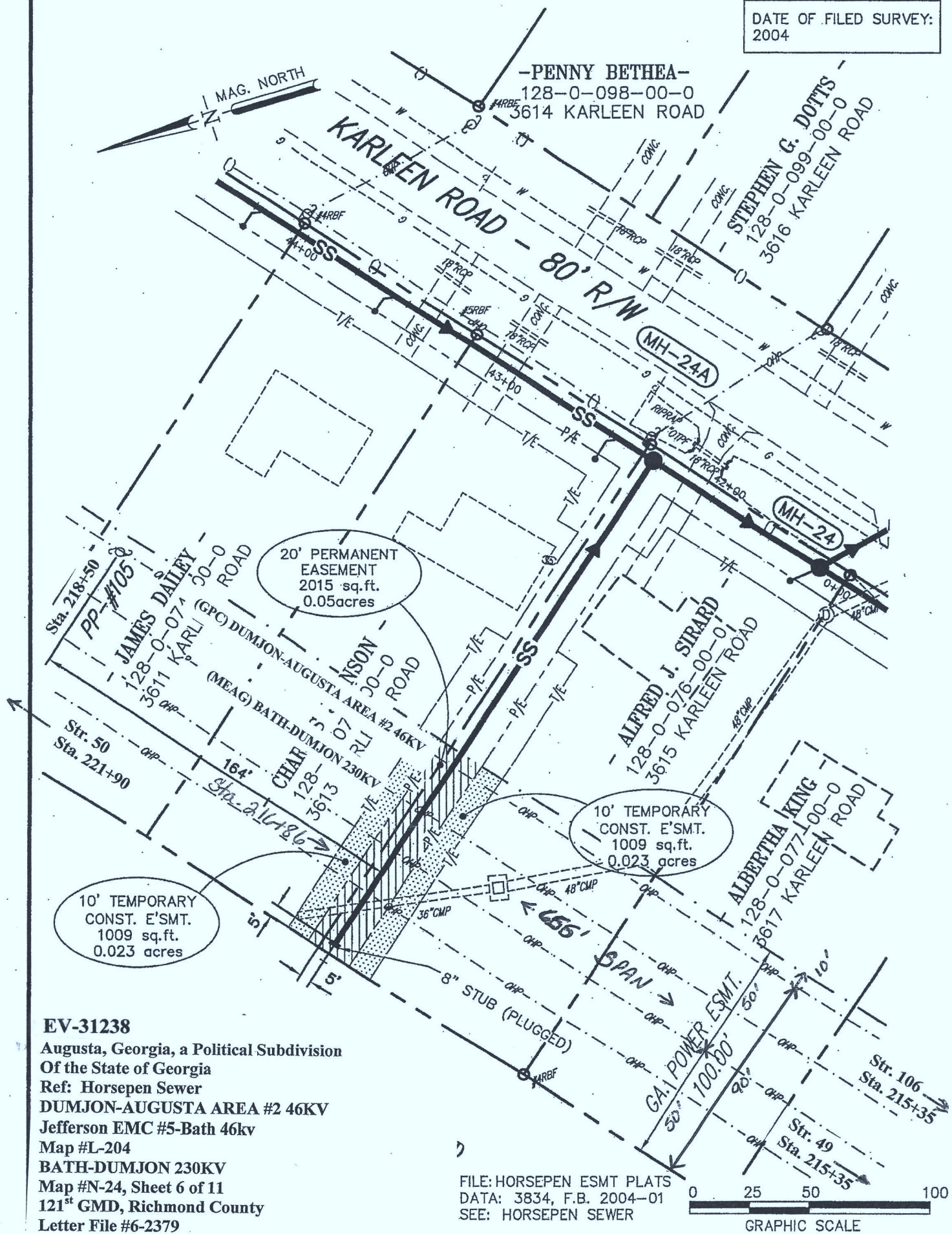
NOTARY PUBLIC

TITLE

DATE

Exhibit A-1 to Encroachment Agreement for Easement

DATE OF FILED SURVEY:
2004



EV-31238

Augusta, Georgia, a Political Subdivision
Of the State of Georgia
Ref: Horsepen Sewer
DUMJON-AUGUSTA AREA #2 46KV
Jefferson EMC #5-Bath 46kv
Map #L-204
BATH-DUMJON 230KV
Map #N-24, Sheet 6 of 11
121st GMD, Richmond County
Letter File #6-2379

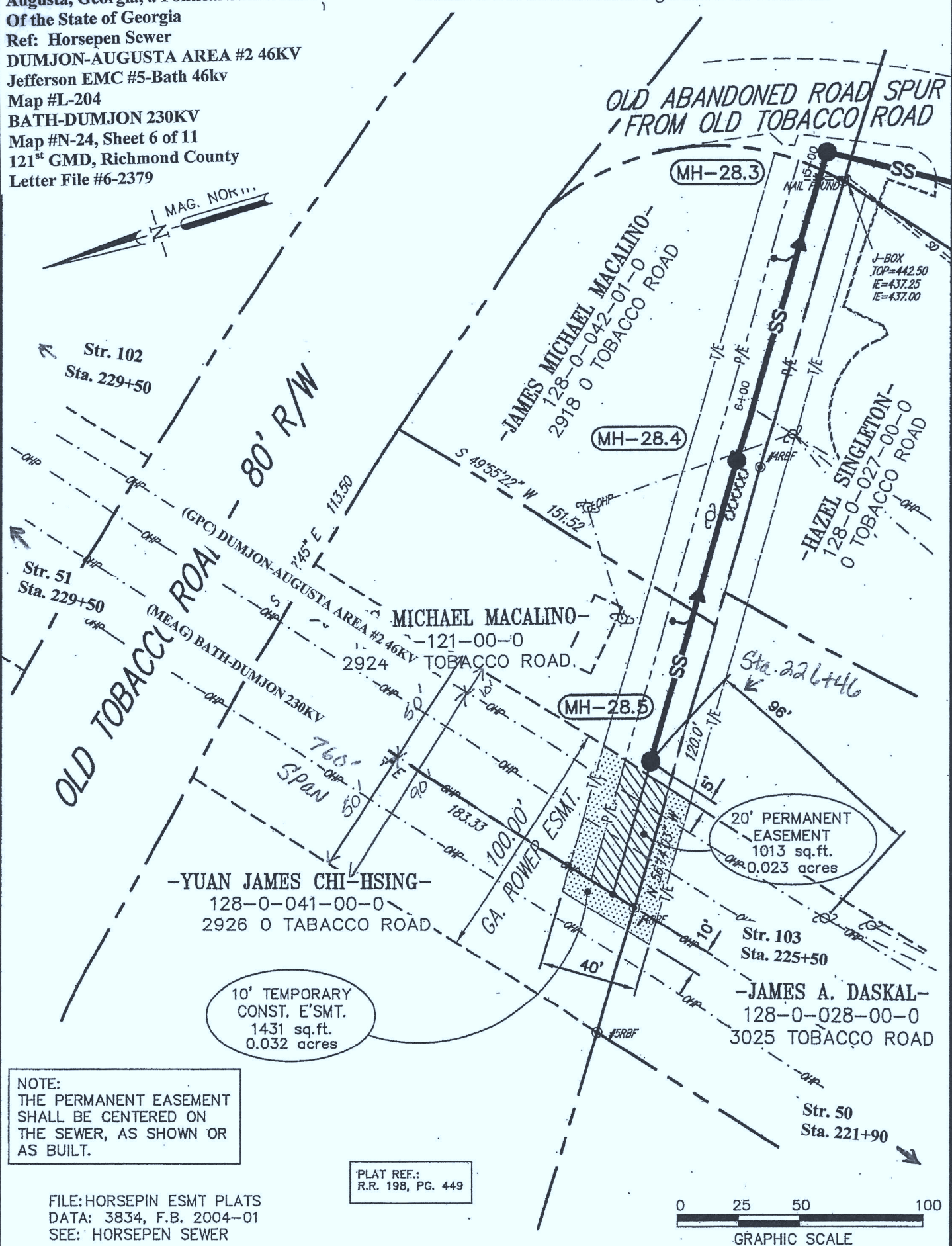
FILE: HORSEPEN ESMT PLATS
DATA: 3834, F.B. 2004-01
SEE: HORSEPEN SEWER

0 25 50 100
GRAPHIC SCALE

EV-31238

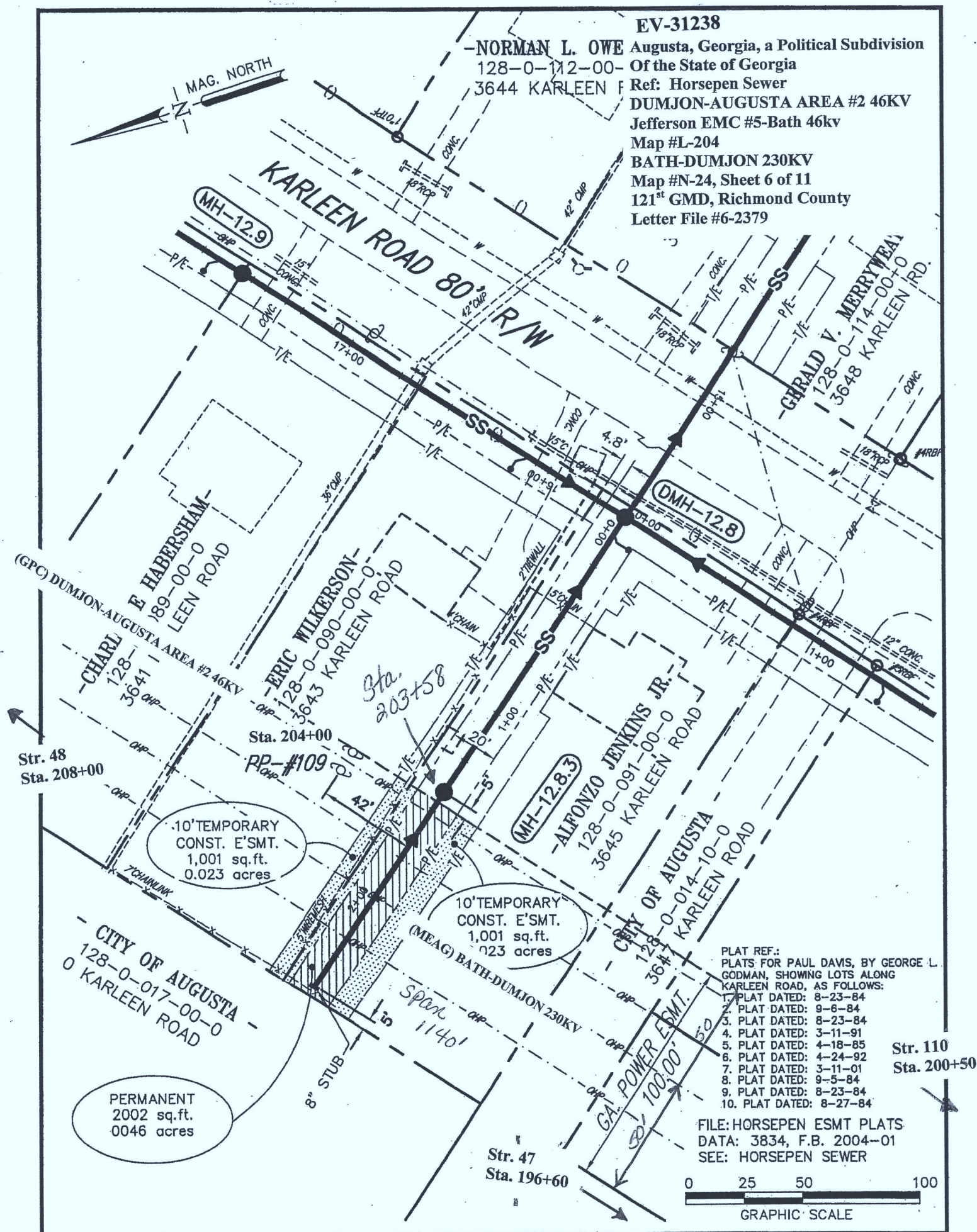
Augusta, Georgia, a Political Subdivision
Of the State of Georgia
Ref: Horsepen Sewer
DUMJON-AUGUSTA AREA #2 46KV
Jefferson EMC #5-Bath 46kv
Map #L-204
BATH-DUMJON 230KV
Map #N-24, Sheet 6 of 11
121st GMD, Richmond County
Letter File #6-2379

Exhibit A-2 to Encroachment Agreement for Easement



EASEMENT PLAT

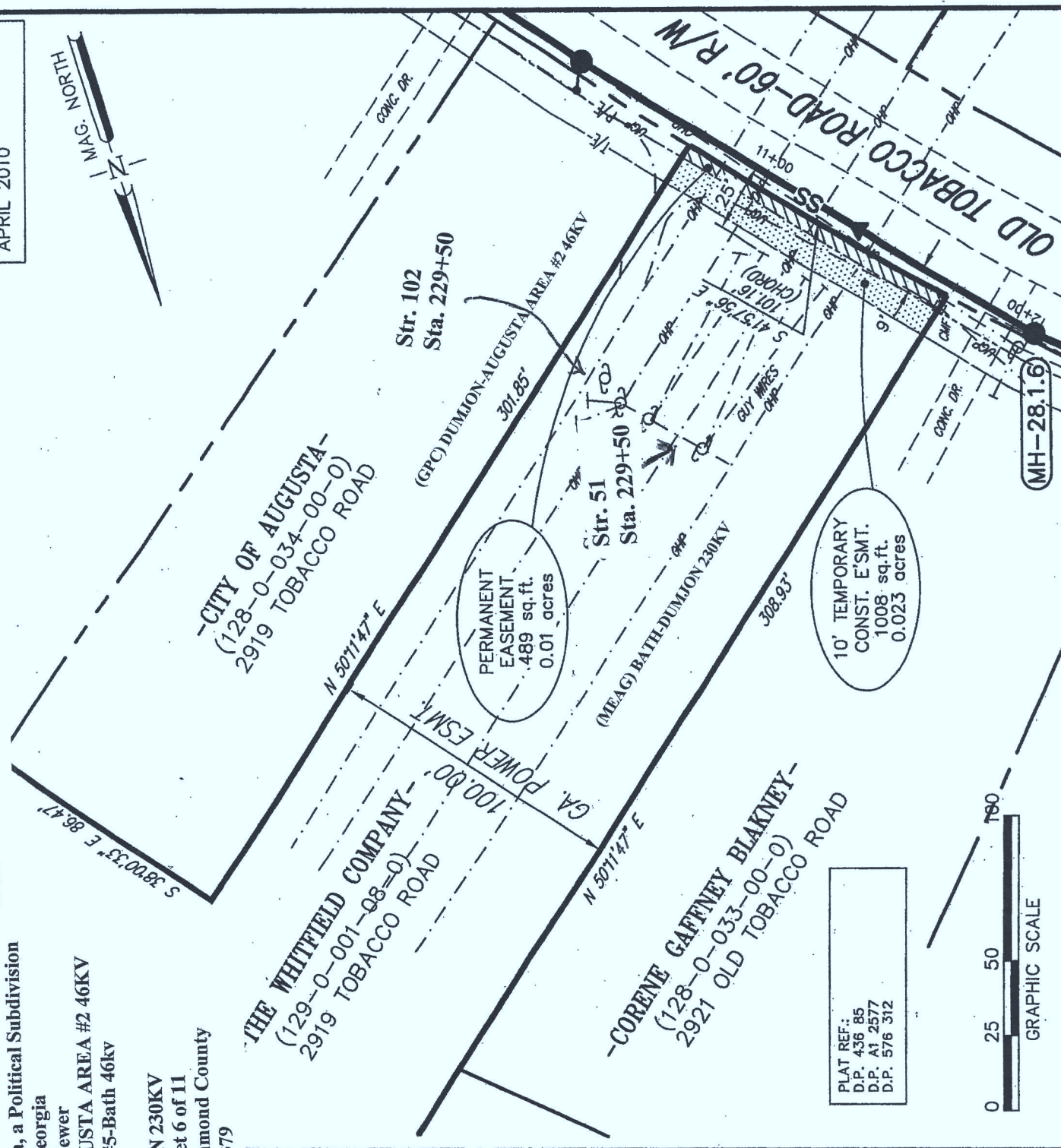
AUGUSTA COMMISSION
HORSEPEN PHASE 2 SEWER COLLECTION SYSTEM



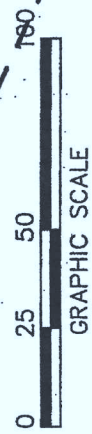
DATE OF FILED SURVEY:
APRIL 2010

Exhibit A-4 to Encroachment Agreement for Easement

EV-31238
Augusta, Georgia, a Political Subdivision
Of the State of Georgia
Ref: Horsepen Sewer
DUMJON-AUGUSTA AREA #2 46KV
Jefferson EMC #5-Bath 46kv
Map #L-204
BATH-DUMJON 230KV
Map #N-24, Sheet 6 of 11
121st GMD, Richmond County
Letter File #6-2379



PLAT REF.:
D.P. 436 85
D.P. A1 2577
D.P. 576 312



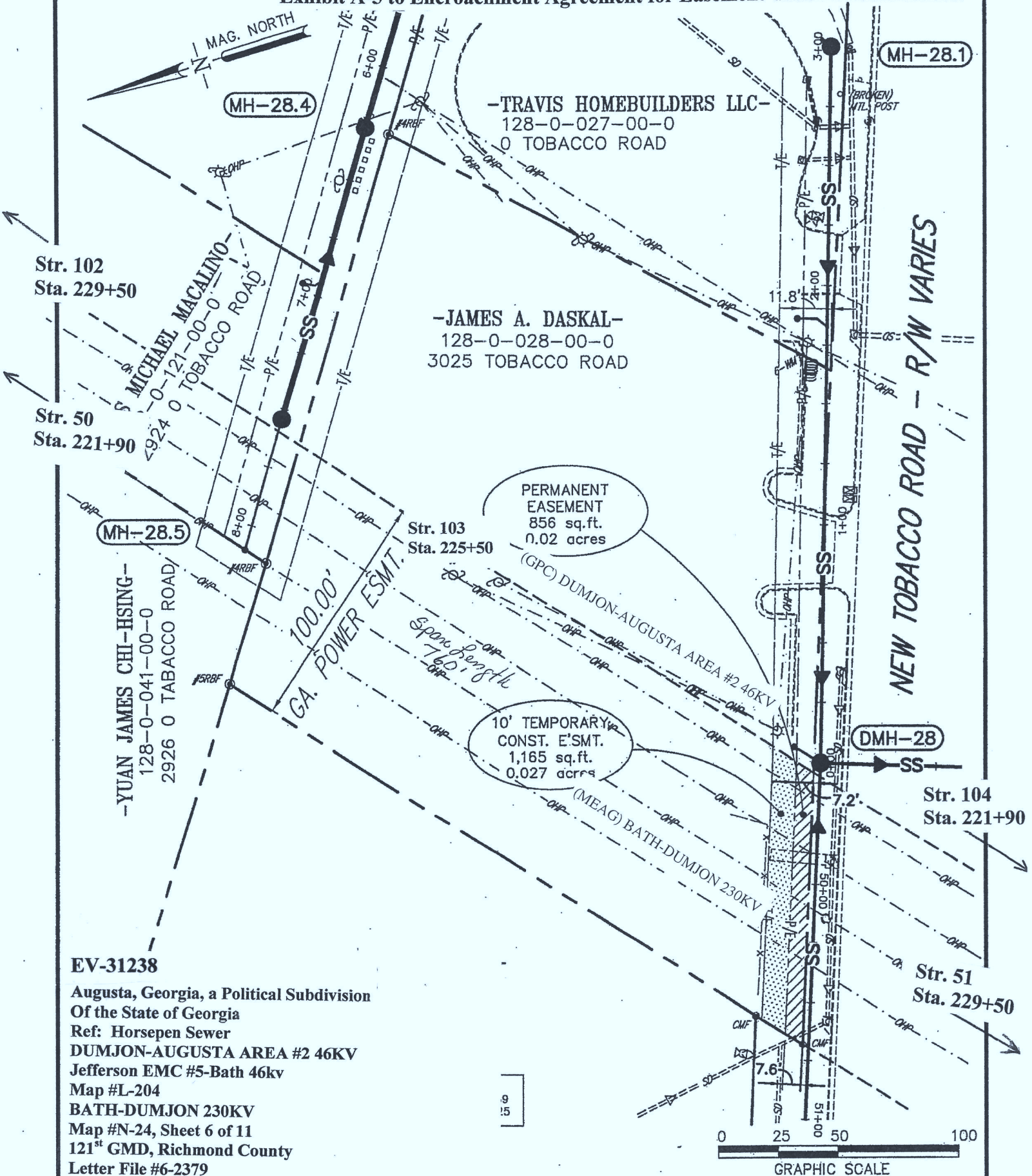
EASEMENT PLAT FOR:	AUGUSTA COMMISSION HORSEPEN PHASE 2 SEWER COLLECTION SYSTEM HORSEPEN BRANCH BASIN - PROJECT NO. 50202	Scale: 1" = 50' Date: 5-20-2010
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Description

In my opinion, this plat is a correct representation of the land platted and has been prepared in conformity with the minimum standards and requirements of law.

DATE OF FILED SURVEY:
2004

Exhibit A-5 to Encroachment Agreement for Easement



GOVERNMENTAL ENCROACHMENT AGREEMENT FOR EASEMENT

L. F. # 6-2379

APPLICATION # 31239

SUBJECT: **DumJon-Augusta Area #2 46kv TRANSMISSION RIGHT-OF-WAY**

The Georgia Power Company, hereinafter called the "Power Company," hereby consents **Augusta, Georgia, a Political Subdivision of the State of Georgia**, hereinafter called the "Undersigned," to use an area within the Power Company's subject electric transmission line right(s)-of-way described as follows:

Said right(s)-of-way being **100'** in width and extending in part through the **121st GMD**, of **Richmond County, Georgia**, on which the Power Company has constructed and now maintains and operates said electric transmission lines by virtue of certain easements heretofore acquired by the Power Company. The said right(s)-of-way is shown on plat attached hereto and made a part hereof as Exhibit A1 through A5.

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

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

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

8. The Undersigned agrees, to the extent it may lawfully do so, to indemnify and save harmless and defend the Power Company from the payment of any sum or sums of money to any persons whomsoever (including third persons, subcontractors, the Undersigned, the Power Company and agents and employees of them) on account of claims or suits growing out of injuries to persons (including death) or damage to property (including property of the Power Company) in any way attributable to or arising out of the use of the right(s)-of-way, by the Undersigned as herein provided, including (but without limiting the generality of the foregoing) all liens, garnishments, attachments, claims, suits, judgments, costs, attorney's fees, cost of investigation and of defense, and excepting only those situations where the personal injury or property damage claimed have been caused by reason of the sole negligence on the part of the Power Company, its agents or employees.

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

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

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

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

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

The Undersigned hereby accepts the foregoing consent, and has by Resolution of the Commissioners, or by other legal and proper authorization, duly adopted (a copy of which will be furnished to Power Company on request), authorized the execution and acceptance of this Agreement subject to the terms and conditions set forth above and in the event the Undersigned fails to perform as herein provided and shall not have executed and returned this Agreement on or before the **October 31, 2010**, this Agreement shall become void and no use of the Power Company's right(s)-of-way as herein provided for shall be made.

IN WITNESS WHEREOF, this Agreement has been duly executed, this the ____ day of _____, 20____.

BY: _____

WITNESS

Calvin H. Bruce, Jr.

NOTARY PUBLIC

County, State of _____
My Commission Expires: _____

As Its: _____ Partner _____

(Notary Seal)

(Signatures continued on next page.)

AUGUSTA-RICHMOND, GEORGIA (UNDERSIGNED)

WITNESS

BY: _____

DAVID S. COPENHAVER

MAYOR

Attest: _____

Lena J. Bonner

As Its: Clerk of Commission

NOTARY PUBLIC

Richmond County, State of Georgia

My Commission Expires: _____

(SEAL)

(Notary Seal)

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

GEORGIA POWER COMPANY

WITNESS:

BY: _____

NAME: _____

NOTARY PUBLIC: _____

TITLE: Area Transmission Maintenance Supervisor

-PENNY BETHEA-
128-0-098-00-0
3614 KARLEEN ROAD

STEPHEN G. DOTTS
128-0-099-00-0
3616 KARLEEN ROAD

KARLEEN ROAD - 80' R/W

MH-24A

MH-24

ALFRED J. SIRARD
128-0-076-00-0
3615 KARLEEN ROAD

ALBERTHA KING
128-0-077-00-0
3617 KARLEEN ROAD

JAMES DAILEY
128-0-074-00-0
3611 KARLEEN ROAD

DUMJON-AUGUSTA AREA #2 46KV

BATH-DUMJON 230KV

CHARLIE
128-0-073-00-0
3613 KARLEEN ROAD

20' PERMANENT EASEMENT
2015 sq.ft.
0.05 acres

10' TEMPORARY CONST. E'SMT.
1009 sq.ft.
0.023 acres

10' TEMPORARY CONST. E'SMT.
1009 sq.ft.
0.023 acres

GA. POWER ESMT.
50' 100.00'

HORSEPEN SEWER

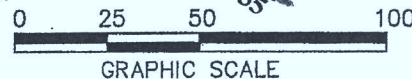
STATIONING:
Sta. 218+50
Str. 50
Sta. 221+90
Sta. 216+86
Sta. 215+35
Str. 106
Sta. 215+35
Str. 49
Sta. 215+35

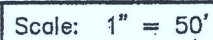
FILE: HORSEPEN ESMT PLATS
DATA: 3834, F.B. 2004-01
SEE: HORSEPEN SEWER

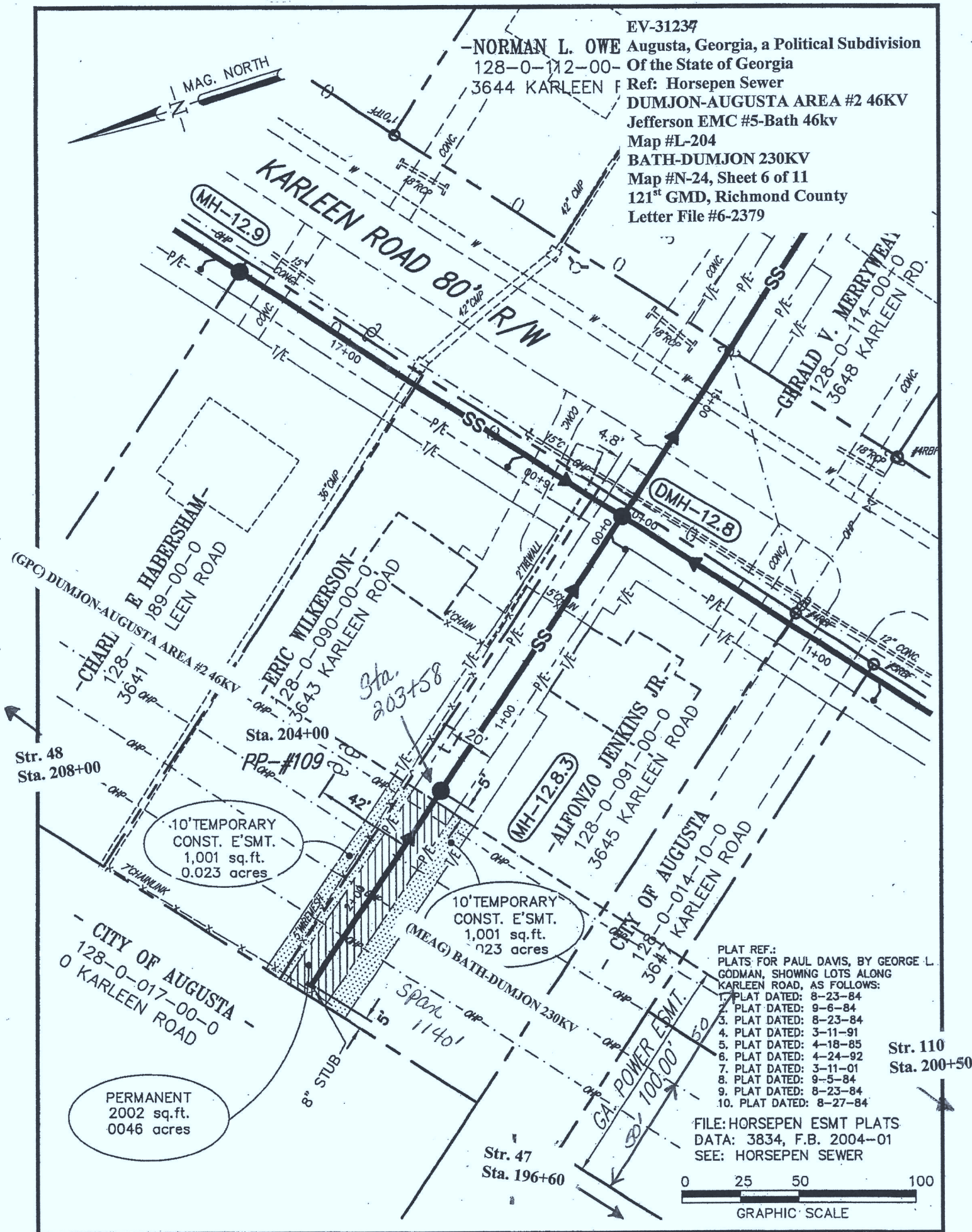
GRAPHIC SCALE
0 25 50 100

EV-31239
Augusta, Georgia, a Political Subdivision
Of the State of Georgia
Ref: Horsepen Sewer
DUMJON-AUGUSTA AREA #2 46KV
Jefferson EMC #5-Bath 46kv
Map #L-204
BATH-DUMJON 230KV
Map #N-24, Sheet 6 of 11
121st GMD, Richmond County
Letter File #6-2379

FILE: HORSEPEN ESMT PLATS
DATA: 3834, F.B. 2004-01
SEE: HORSEPEN SEWER



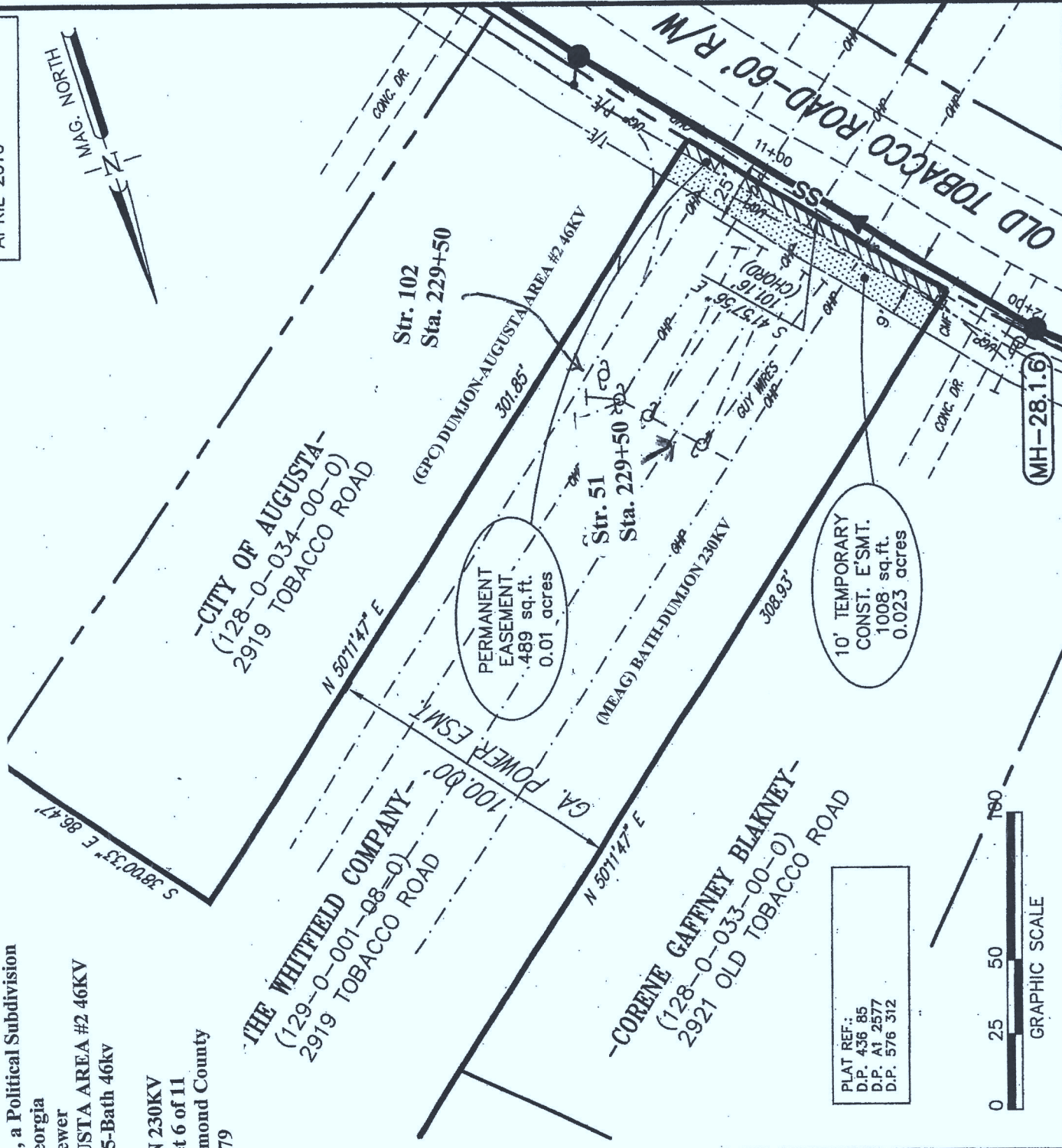




DATE OF FILED SURVEY:
APRIL 2010

Exhibit A-4 to Encroachment Agreement for Easement

EV-31237
Augusta, Georgia, a Political Subdivision
Of the State of Georgia
Ref: Horsepen Sewer
DUMJON-AUGUSTA AREA #2 46KV
Jefferson EMC #5-Bath 46kv
Map #L-204
BATH-DUMJON 230KV
Map #N-24, Sheet 6 of 11
121st GMD, Richmond County
Letter File #6-2379



Scale: 1" = 50'

Date: 5-20-2010

AUGUSTA COMMISSION
HORSEPEN PHASE 2 SEWER COLLECTION SYSTEM
HORSEPEN BRANCH BASIN - PROJECT NO. 50202

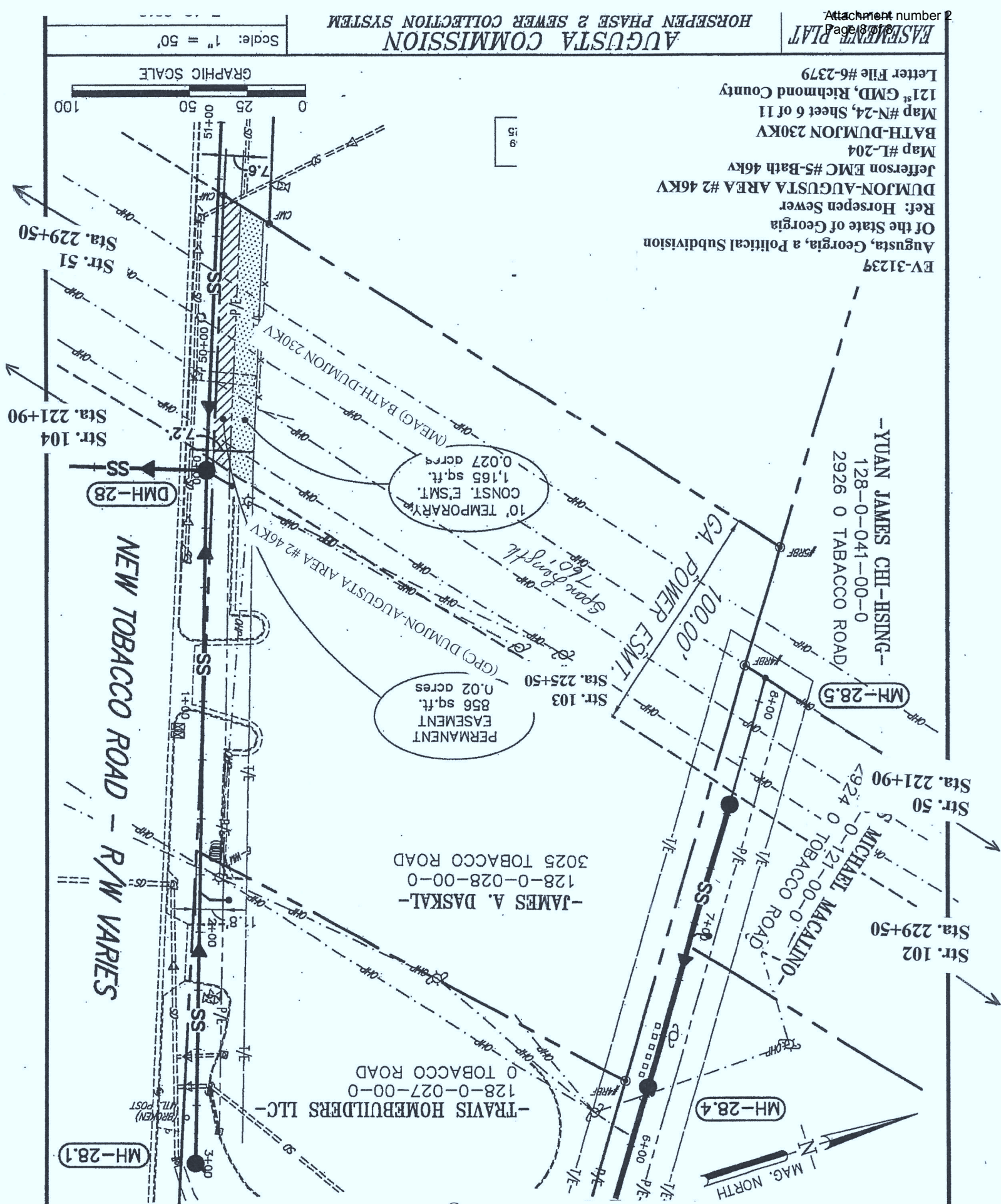
EASEMENT PLAT
FOR:

Description

In my opinion, this plat is a correct representation of the land plotted and has been prepared in conformity with the minimum standards and requirements of law.

Exhibit A-5 to Encroachment Agreement for Easement

DATE OF FILED SURVEY: 2004



EV-31237
Augusta, Georgia, a Political Subdivision
Of the State of Georgia
Ret: Horsepen Sewer
DUMJON-AUGUSTA AREA #2 46KV
Jefferson EMC #5-Bath 46kv
Map #L-204
BATH-DUMJON 230KV
Map #N-24, Sheet 6 of 11
121st GMD, Richmond County
Letter File #6-2379

Scale: 1" = 50'

GRAPHIC SCALE



**Engineering Services Committee Meeting
10/11/2010 1:10 PM
Motion to authorize condemnation**

Department: Law Department

Caption: Motion to authorize condemnation to acquire title of a portion of property for permanent easement and temporary easement for the 50202 Horsepen Sanitary Sewer, Phase 2-B Project, PIN: 128-0-032-00-0, 2923 Old Tobacco Road.

Background: The City has been unable to reach an agreement with Phillip L. Holiday and Aleks B. Holiday, and therefore seeks to acquire title through condemnation. In order to proceed and avoid further project delays, it is necessary to condemn a portion of subject property. The required property consists of 395 square feet of permanent easement and 856 square feet of temporary easement. The appraised value is \$284.00.

Analysis: Condemnation is necessary in order to acquire the required property.

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

Alternatives: Deny condemnation.

Recommendation: Approve condemnation.

Funds are Available in the Following Accounts: FUNDS ARE AVAILABLE IN THE FOLLOWING ACCOUNT: General Ledger 2841043420-5411120 Job Ledger No. 80250203-5411120

REVIEWED AND APPROVED BY:

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

AGENDA ITEM

**Engineering Services Committee Meeting
October 11, 2010**

DATE: September 23, 2010

TO: Engineering Services Committee
Commissioner Alvin Mason, Mayor Pro Tem
Mr. Fred Russell, Administrator

FROM: Dan Hamilton, Attorney 

THROUGH: Andrew MacKenzie, General Counsel

SUBJECT: Property Condemnation –Permanent Easement and Temporary Easement –
Phillip L. Holiday and Aleks B. Holiday, property owners;
PIN: 128-0-032-00-0, Property Address: 2923 Old Tobacco Road
Augusta ARC Project No.: 50202 Horsepen Sanitary Sewer, Phase 2-B

CAPTION:

Motion to authorize condemnation to acquire title of a portion of property for permanent easement and temporary easement for the 50202 Horsepen Sanitary Sewer, Phase 2-B Project, PIN: 128-0-032-00-0, 2923 Old Tobacco Road.

BACKGROUND:

The City has been unable to reach an agreement with Phillip L. Holiday and Aleks B. Holiday, and therefore seeks to acquire title through condemnation. In order to proceed and avoid further project delays, it is necessary to condemn a portion of subject property. The required property consists of 395 square feet of permanent easement and 856 square feet of temporary easement. The appraised value is \$284.00.

ANALYSIS:

Condemnation is necessary in order to acquire the required property.

FINANCIAL IMPACT:

The necessary costs will be covered under the project budget.

ALTERNATIVES: Deny condemnation.

RECOMMENDATION: Approve condemnation.

AGENDA DATE: Commission Meeting October 19, 2010.

DEPARTMENT
DIRECTOR: _____

FUNDS ARE AVAILABLE IN THE
FOLLOWING ACCOUNT:
General Ledger 2841043420-5411120
Job Ledger No. 80250203-5411120

ADMINISTRATOR: _____

FINANCE: _____

GEORGIA TRANSMISSION CORP.-
128-0-118-00-0
2931 OLD TABACCO ROAD
S 48°00'04" E 85.62'

-CORENE GAFFNEY BLAKNEY-
(128-0-033-00-0)
2921 OLD TOBACCO ROAD
N 415

-PHILLIP L. HOLIDAY-
(128-0-032-00-0)
2923 OLD TOBACCO ROAD

-LEILA L. NORMAN-
(128-0-031-00-0)
2925 OLD TOBACCO ROAD

PERMANENT
EASEMENT
395 sq.ft.
0.009 acres

10' TEMPORARY
CONST. E'SMT.
856 sq.ft.
0.02 acres

R.R. 425, PG. 1949
R.R. 683, PG. 1570
R.R. 163, PG. 1318
R.R. 425, PG. 206-209
R.R. 166, PG. 635
R.R. 198, PG. 450
R.R. 70, PG. 601
P.C. "A", SLIDE 116, PLA
P.C. "B", SLIDE 51, PLA
P.C. "A", SLIDE 58, PLA
P.C. "C", SLIDE 79, PLA
R.R. 184, PG. 2344
R.R. 184, PG. 2393

0 25 50 100

GRAPHIC SCALE

*EASEMENT PLAT
FOR:*

AUGUSTA COMMISSION
HORSEPEN PHASE 2 SEWER COLLECTION SYSTEM
HORSEPEN BRANCH BASIN - PROJECT NO. 50202

Scale: 1" = 50'

Date: 5-20-2010

Description:

PROPERTY LOCATED IN THE 86th G.M.D.

COUNTY OF:

RICHMOND

STATE OF: GEORGIA



GEORGE L. GODMAN & ASSOCIATES

GEORGIA REGISTERED LAND SURVEYOR
SOUTH CAROLINA REGISTERED LAND SURVEYOR
1280 MERRY STREET
AUGUSTA, GEORGIA PHONE (706) 552-0741

1977

6268

30904

PHONE: (706) 738-0749

EQUIPMENT USED:

WILD 10C1010 TOTAL STA.

ANGULAR CLOSURE:

00°-00'-03"/STA.

TRAVERSE CLOSURE:

RADIAL TRAVERSE

ADJUSTMENT: NONE





**Engineering Services Committee Meeting
10/11/2010 1:10 PM
Property Condemnation –Permanent Easement and Temporary Easement –**

Department: Law

Caption: Motion to authorize condemnation to acquire title of a portion of property for permanent easement and temporary easement for the 50202 Horsepen Sanitary Sewer, Phase 2-B Project, PIN: 128-0-172-00-0, 2857 Tobacco Road.

Background: The City has been unable to reach an agreement with Mr. Ben Z. Abdeltif, and therefore seeks to acquire title through condemnation. In order to proceed and avoid further project delays, it is necessary to condemn a portion of subject property. The required property consists of 204 square feet of temporary easement. The appraised value is \$51.00.

Analysis: Condemnation is necessary in order to acquire the required property.

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

Alternatives: Deny condemnation.

Recommendation: Approve condemnation.

Funds are Available in the Following Accounts: Commission Meeting October 19, 2010.

REVIEWED AND APPROVED BY:

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

AGENDA ITEM

Engineering Services Committee Meeting

October 11, 2010

DATE: September 29, 2010

TO: Engineering Services Committee
Commissioner Alvin Mason, Mayor Pro Tem
Mr. Fred Russell, Administrator

FROM: Dan Hamilton, Attorney

THROUGH: Andrew MacKenzie, General Counsel

SUBJECT: Property Condemnation –Permanent Easement and Temporary Easement –
Ben Z. Abdeltif, Richmond County, Georgia, property owner;
PIN: 128-0-172-00-0, Property Address: 2857 Tobacco Road
Augusta ARC Project No.: 50202 Horsepen Sanitary Sewer, Phase 2-B

CAPTION:

Motion to authorize condemnation to acquire title of a portion of property for permanent easement and temporary easement for the 50202 Horsepen Sanitary Sewer, Phase 2-B Project, PIN: 128-0-172-00-0, 2857 Tobacco Road.

BACKGROUND:

The City has been unable to reach an agreement with Mr. Ben Z. Abdeltif, and therefore seeks to acquire title through condemnation. In order to proceed and avoid further project delays, it is necessary to condemn a portion of subject property. The required property consists of 204 square feet of temporary easement. The appraised value is \$51.00.

ANALYSIS:

Condemnation is necessary in order to acquire the required property.

FINANCIAL IMPACT:

The necessary costs will be covered under the project budget.

ALTERNATIVES: Deny condemnation.

RECOMMENDATION: Approve condemnation.

AGENDA DATE: Commission Meeting October 19, 2010.

DEPARTMENT
DIRECTOR: _____

ADMINISTRATOR: _____

FUNDS ARE AVAILABLE IN THE
FOLLOWING ACCOUNT:

General Ledger 511043420-5411120
Job Ledger No. 80250203-5411120

FINANCE: _____

DATE OF FILED SURVEY:
APRIL 2010

PLAT REF.:
PLAT FOR MICHAEL ALBERT ABBOTT, BY
GEORGE L. GODMAN, DATED: 1-19-2009.
R.R. 425, PG. 1949
R.R. 683, PG. 1570
R.R. 163, PG. 1318
R.R. 425, PG. 206-209
R.R. 166, PG. 635
R.R. 198, PG. 450
R.R. 70, PG. 601
P.C. "A", SLIDE 116, PLAT "G"
P.C. "B", SLIDE 51, PLAT "A"
P.C. "A", SLIDE 58, PLAT "A"
P.C. "C", SLIDE 79, PLAT "F"
R.R. 184, PG. 2344
R.R. 184, PG. 2393

-BEN Z. ABDELATIF-
(129-0-694-01-0)
(R.R. 1149, PG. 1174)

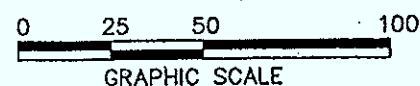
-BEN Z. ABDELATIF-
(129-0-694-01-0)
(R.R. 1149, PG. 1174)
2855 TOBACCO ROAD

-BEN Z. ABDELATIF-
(128-0-172-00-0)
(R.R. 614, PG. 1725)
2857 TOBACCO ROAD

-MICHAEL ALBERT ABBOTT-
(129-0-694-00-0)
2905 TOBACCO ROAD

10' TEMPORARY
CONST. E'SMT.
204 sq.ft.
0.005 acres

TOBACCO ROAD - ROW VARIES



FILE: HORSEPIN ESMT PLATS
DATA: 3834, F.B. 2004-01
SEE: HORSEPIN SEWER

EASEMENT PLAT
FOR:

AUGUSTA COMMISSION
HORSEPEN PHASE 2 SEWER COLLECTION SYSTEM
HORSEPEN BRANCH BASIN - PROJECT NO. 50202

Scale: 1" = 50'

Date: 5-20-2010

Description:

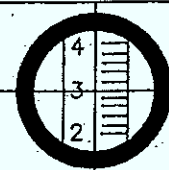
PROPERTY LOCATED IN THE 86th G.M.D.

COUNTY OF:

RICHMOND

STATE OF:

GEORGIA

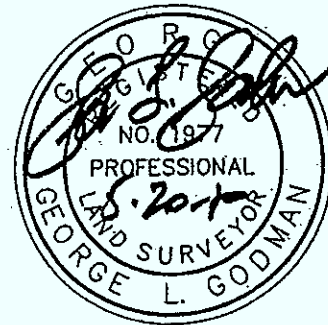


GEORGE L. GODMAN & ASSOCIATES

GEORGIA REGISTERED LAND SURVEYOR
SOUTH CAROLINA REGISTERED LAND SURVEYOR
1280 MERRY STREET
AUGUSTA, GEORGIA

1977
6268
30904

PHONE: (706) 738-0749



EQUIPMENT USED:

WILD 10C1010 TOTAL STA.

ANGULAR CLOSURE:

00°-00'-03"/STA.

TRAVERSE CLOSURE:

RADIAL TRAVERSE

ADJUSTMENT: NONE



**Engineering Services Committee Meeting
10/11/2010 1:10 PM
RSCO Commissioning**

Department: Public Services Department - Facilities Mamangement Division

Caption: Approve the Program Manager's recommendation to select Total Systems Commissioning, Inc. as the Commissioning Agent for the Augusta, Georgia Sheriff's Office Building for a lump sum price of \$28,850.00.

Background: During the Procurement of the Design Services and Construction Manager at Risk, a Request for Bids was sent out for Commissioning Services for the Augusta, Georgia Sheriff's Office Building.

Analysis: Six (6) Bids were received on September 21, 2010 for the Commissioning Services. After careful review and analysis of the received bids it was determined that Total Systems Commissioning, Inc. had the lowest responsible and responsive bid at \$28,850.00.

Financial Impact: The \$28,850.00 bid from Total Systems Commissioning, Inc. is within the budgeted amount for this scope of work.

Alternatives: 1. Approve the recommendation from the Program Manager to award the contract for Commissioning Services for the Sheriff's Office Building to Total Systems Commissioning, Inc. for an amount of \$28,850.00 2. Reject all bids received for Commissioning Services for the Sheriff's Office Building and rebid the Commissioning Services.

Recommendation: #1. Approve the recommendation from the Program Manager to award the contract for Commissioning Services for the Sheriff's Office Building to Total Systems Commissioning, Inc. for an amount of \$28,250.00.

Funds are Available in the Following Accounts: GL 328-03-1130 JL 210-351-003

REVIEWED AND APPROVED BY:

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

Phone 404.355.9403
Fax 404.352.0275

DATE: 09.27.10

PROJECT: Bid Item 10-122

FROM: Richard Dutro

☒ ATTACHED☐ SEPARATE COVER

SUBMITTAL NO.

[illegible]



STATE OF GEORGIA - COUNTY OF RICHMOND

BID/RFP/RFQ# 10-122

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual firm, or corporation which is engaged in the physical performance of services under a contract with N/A on behalf of Augusta Richmond County Board of Commissioners has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 ([RCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O. C. G. A 13-10-91.

108530
E-Verify * User Identification Number

TOTAL SYSTEM Commissioning, INC
Company Name

[Signature]
BY: Authorized Officer or Agent
(Contractor Signature)
PRESIDENT

Title of Authorized Officer or Agent of Contractor
RICHARD DUTRO
Printed Name of Authorized Officer or Agent

Georgia Law requires your company to have an E-Verify* User Identification Number on or after July 1, 2009.

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

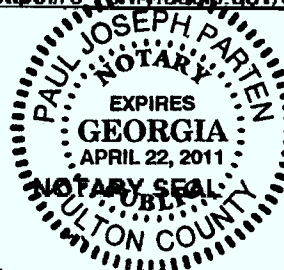
27th DAY OF September, 2010

[Signature]
Notary Public

My Commission Expires:

April 22nd, 2011

For additional information: State of Georgia
http://www.dol.state.ga.us/pdf/rules/300_10_1.pdf
<https://e-verify.uscis.gov/enroll/>



If there are no subcontracting opportunities the form must be executed (write N/A, sign, date and notarize).

Note: The successful vendor will submit the above form to the Procurement Department no later than five (5) days after receiving the "Letter of Recommendation" (Vendor's letter will denote the date forms are to be received)



In accordance with the Laws of Georgia, the following affidavit is required by all vendors

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

I, N/A certify that this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e),

N/A has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of N/A is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

Signature of Authorized Company Representative

PRESIDENT

Title

Sworn to and subscribed before me this 27th day of September, 2010

Notary Signature

Notary Public: Paul Joseph Parten (Print Name)

County: Fulton

Commission Expires: April 22nd, 2011

NOTARY SEAL



If there are no subcontracting opportunities the form must be executed (write N/A, sign, date, and notarize).

Note: The successful vendor will submit the above form to the Procurement Department no later than five (5) days after receiving the "Letter of Recommendation" (Vendor's letter will denote the date forms are to be received)

Invitation To Bid

Sealed bids will be received at this office until 11:00 a.m. Tuesday, September 21, 2010 for furnishing:

Bid Item #10-122 Commissioning Services for Sheriff's Office

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

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

Bid documents may be obtained at the office of the 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. **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 Tuesday, September 7, 2010 by 5:00 p.m.**

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 Bid may be withdrawn for a period of **90** days after time has been called on the date of opening.

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.

Disadvantage Business Enterprise (DBE) Augusta-Richmond County, Georgia does not operate a DBE, MBE or WBE Program for Augusta funded projects, as a Federal Court has entered an Order enjoining the Race-Based portion of Augusta's DBE Program. Instead Augusta operates a Local Small Business Opportunity Program. However, for various projects utilizing the expenditure of State or Federal funds, Augusta enforces DBE requirements and/or DBE goals set by the Federal and/or State Agencies in accordance with State and Federal laws.

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle	August 12, 19, 26, September 2, 2010
Metro Courier	August 18, 2010

cc:	Tameka Allen	Interim Deputy Administrator
	Mary Ann Gibbs	Sheriff's Office
	Gary Powell	Sheriff's Office
	Don Green	Heery International
	Forest White	Heery International

Bid Item #10-122
Commissioning Services
for the City of Augusta - Sheriff's Office
Bid Due: Tuesday, September 21, 2010 @ 11:00 a.m.

VENDORS	ATTACHMENT B	BIDDERS FORM	ADDENDUM	TOTAL LUMP SUM
TOTAL SYSTEMS COMMISSIONING 2020 HOWELL MILL RD STE C BOX 309 ATLANTA GA 30318	YES	YES	YES	\$28,850.00
ENERGY ACE 160 CLAIREMONT AVENUE STE 600 DECATUR GA 30030	YES	YES	YES	\$29,000.00
APOLLO BBC 5116 BISSONETT BELLAIR TX 77401	YES	YES	YES	\$34,500.00
WORKING BUILDING 4501 CIRCLE 75 PKWY STE B 2200 ATLANTA GA 30339	YES	YES	YES	\$49,000.00
BAY TO BAY BALANCING, INC. 14819 N 12TH STREET LUTZ, FL 33549-3508	YES	YES	YES	\$84,900.00
EMC ENGINEERS, INC. 4550 N POINT PKWY, STE 300 ALPHARETTA, GA 30022	Non-Compliant Improperly Notarized			
COMMISSIONING & GREEN BLDG SOLUTION 3075 BRECKINRIDGE BLVD STE 480 DULUTH GA 30096				
CRANSTON ENGINEERING GROUP 452 ELLIS STREET AUGUSTA GA 30901				
HANSON 720 N MAITLAND AVE STE C MAITLAND FL 32751				
HARRINGTON GROUP 3055 BRECKINRIDGE BLVD. DULUTH, GA 30096				
IPS 2500 GATEWAY CENTRE BLVD STE 500 MORRISVILLE NC 27560				
JOHN SEARCY & ASSOCIATES INC 2700 UNIVERSITY BLVD W STE B-4 JACKSONVILLE FL 32217				
KLJ JONES, LLC 209 BURGESS STREET GREER, SC 29651				
NEWCUMB & BOYD 303 PEACHTREE CTR AVE NE STE 525 ATLANTA GA 30303				
PB AMERICA 1510 HANGER ROAD STE A AUGUSTA GA 30906				
SH GROUP, INC. 900 CIRCLE 75 PARKWAY ATLANTA, GA 30339				
SYSTEMWORCX, LLC 5317 OLD BUSH RIVER ROAD, STE. A COLUMBIA, SC 29212				

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-10-122-0-2010/PJM

Bid Name Commissioning Services

2 Document(s) found for this bid

8 Planholder(s) found.

Add Planholder

Supplier Name ▲	Phone	Fax	Doc Count	Attributes	Programs	Actions
Affiliated Engineers Inc	6082382616	6082382616	1			Documents
Apollo BBC	7138690000	7138690000	2			Documents
CxGBS, Inc.	7708316760	7708316761	2			Documents
EMC Engineers	3039741200	3039741239	2			Documents
H2Engineering, Inc.	8502247922	8502245876	2			Documents
Hanson Professional Services Inc.	2177882450	1111111111	1			Documents
McCree Inc	4078984821	4072062231	2			Documents
White Consulting	8432258608	8432251111	2			Documents

Page 1 of 1

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Bidders List

 Bid Item # 10-122 Cost \$ _____

#	Company Name	Complete Mailing Address	Date	Spec. #	Initials	Mailed by
1	Total Systems Commissioning, Inc Attn: Richard Dutro 2020 Howell Mill Road, Suite C Box 309 Atlanta, GA 30318	Phone 404-355-9403	8/13/10		DW	U.S. mail
2		Fax 404-352-0275				
3	ENERGY ACE ATTN SARA STEWART 160 CLAIREMONT AVENUE STE 600 DECATUR GA 30030					
4			8/24/10		SP	U.S. Mail
5	COMMISSIONING & GREEN BUILDING SOLUTIONS ATTN HILARY TARABOUR 3075 BRECKINRIDGE BLVD STE 480 DULUTH GA 30096					
6			9/7/10		SP	U.S. Mail
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						

KLJ JONES, LLC
209 BURGESS STREET
GREER, SC 29651

TOTAL SYSTEMS COMMISSIONING, INC.
1710 DEFOOR AVENUE, SUITE 100
ATLANTA, GA 30318

SYSTEMWORCX, LLC
5317 OLD BUSH RIVER ROAD, STE. A
COLUMBIA, SC 29212

BAY TO BAY BALANCING, INC.
14819 N 12TH STREET
LUTZ, FL 33549-3508

TOTAL SYSTEMS COMMISSIONING
2020 HOWELL MILL RD STE C BOX 309
ATLANTA GA 30318

HARRINGTON GROUP
3055 BRECKINRIDGE BLVD.
DULUTH, GA 30096

SH GROUP, INC.
900 CIRCLE 75 PARKWAY
ATLANTA, GA 30339

WORKING BUILDING
4501 CIRCLE 75 PKWY STE B 2200
ATLANTA GA 30339

IPS
2500 GATEWAY CENTRE BLVD STE 500
MORRISVILLE NC 27560

NEWCOMB & BOYD
303 PEACHTREE CENTER AVE NE
SUITE 525
ATLANTA GA 30303

EMC ENGINEERS, INC.
4550 N POINT PKWY, STE 300
ALPHARETTA, GA 30022

JOHN SEARCY & ASSOCIATES INC
ATTN DAVID CRAPEM
2700 UNIVERSITY BLVD W STE B-4
JACKSONVILLE FL 32217

PB AMERICA
1510 HANGER ROAD STE A
AUGUSTA GA 30906

CRANSTON ENGINEERING GROUP
452 ELLIS STREET
AUGUSTA GA 30901

HANSON
720 N MAITLAND AVE STE C
MAITLAND FL 32751

DON GREEN
HEERY INTERNATIONAL

FOREST WHITE
HEERY INTERNATIONAL

YVONNE GENTRY
500/HATCHER BUILDING

GARY POWELL
SHERIFF'S OFFICE

BID ITEM #10-122
MAILED 8/12/2010

BID ITEM #10-122
COMMISSIONING SERVICES FOR for
SHERIFF'S OFFICE
BID DUE: TUE 9/21/10 @ 11:00 A.M.

AUGUSTA GEORGIA CAPITAL IMPROVEMENTS
HEERY INTERNATIONAL, INC., PROGRAM MANAGER

September 23, 2010

Ms. Geri Sams
Director of Procurement
Augusta Richmond County
530 Greene Street, Room 605
Augusta, GA 30901

RE: Bid #10-122 – Commissioning Services for the Sheriff's Office Building

Dear Ms. Sams:

We have concluded our review of the bids submitted for Commissioning Services for the Augusta, Georgia Sheriff's Office Building.

The lowest base bid is from Total Systems Commissioning, Inc. This is true of the Base Bid (\$28,850.00) with no Alternates. The low base bid submitted by Total Systems Commissioning, Inc. will be accepted.

It is our recommendation that the Contract award be made to Total Systems Commissioning, Inc.

If there are any questions, please don't hesitate to contact me.

Cordially,



Forrest W. White, CCM, LEED®AP
Program Manager
Augusta, Georgia
Capital Improvements Program Management

C: Fred Russell, Phyllis Mills, Nancy Williams

Bid Comparison
Augusta, Georgia Sheriff's Office Building
Bid Item 10-122 Commissioning Services **September 23, 2010**

Bid	Total Systems Commissioning, Inc.	Energy Ace	Apollo BBC	Working Building	Bay to Bay Balancing, Inc.		Notes
Base Bid	\$28,850.00	\$29,000.00	\$34,500.00	\$49,000.00	\$84,900.00		
Difference from low bid	0	\$150.00	\$5,650.00	\$20,150.00	\$56,050.00		
Percentage difference from low	0	.52%	19.59%	69.85%	194.3%		