



Engineering Services Committee Meeting Committee Room- 12/8/2008- 12:40 PM

ENGINEERING SERVICES

1. Motion to approve an Option for Right-of-Way between Lora L. Wooten, Mary E. Kelly and Shelly L. Hopkins, as owners, and Augusta, Georgia, as optionee, in connection with the Alexander Drive Project, consisting of 0.190 acre (8,283.66 square feet) in fee and 0.110 acre (4,776.62 square feet) of permanent construction and maintenance easement and one temporary driveway easement for the property located at 1064 Alexander Drive, for a purchase price of \$200,000.00. ☐ [Attachments](#)
2. Approve Supplemental Agreement Number Five and Change Number Six as requested by the Engineering Department with Cranston Engineering Group in the amount of \$223,530 for engineering and design changes to ensure compliance with the NPDES Permit Guidelines, Nationwide Permit Guidelines, additional environmental services, additional design changes to facilitate the right of way acquisition (\$117,680) and survey, design and construction phase consulting services as related to water and sewer mains (\$105,850) on the Alexander Drive widening project, CPB #323-041110-296823215. Funds are available in SPLOST Phase III Recapture Account (\$117,680) and account number 507043410-5212115/80800030-5212115 (\$105,850). ☐ [Attachments](#)
3. Motion to approve award of RFP 08-182, Construction of Deans Bridge Road MSW Landfill Phase III, Stage 2, Cell 1 and Gas Collection Control System (GCCS) to Cooper, Barnette, and Page, Inc. ☐ [Attachments](#)
4. Motion to authorize condemnation to acquire title of a portion of property for permanent and temporary easements for the AUD 50202 Horsepen Sanitary Sewer, Phase 2 Project, Parcel 13, Tax Map 139-0, Parcel 141, 3840 New Karleen Road. ☐ [Attachments](#)
5. Motion to authorize condemnation to acquire title of a portion of property for right-of-way and permanent easement on the Alexander Drive Project Parcel 34, Tax Map 013, Parcel 001. ☐ [Attachments](#)
6. Motion to authorize condemnation to acquire title of a portion of property for right-of-way and a permanent easement for the Alexander Drive Project, Parcel 51, Tax Map 013-1, Parcel 252, 2815 Brickrun Way. ☐ [Attachments](#)
7. Motion to authorize condemnation to acquire title of a portion of property ☐ [Attachments](#)

for permanent and temporary easements for the AUD 50202 Horsepen Sanitary Sewer, Phase 2 Project, Tax Map 140, Parcel 212, 3748 Pinnacle Place Drive.

8. Motion to authorize condemnation to acquire title of a portion of property for right-of-way, permanent and temporary easements for the Alexander Drive Project, Parcel 13, Tax Map 012, Parcel 75, 1085 Alexander Drive. ☐ [Attachments](#)
9. Motion to authorize condemnation to acquire title of a portion of property for temporary demotion for the Alexander Drive Project, Parcel 7, Tax Map 013-1, Parcel 107, 2503 Carriage Creek, Augusta. ☐ [Attachments](#)
10. Motion to approve a Deed of Easement Dedication from Augusta, Georgia to the Augusta Utilities Department, across eleven properties within the green space corridor of Butler Creek off Phinizy Road and between Mike Padgett Highway and Peach Orchard Road. ☐ [Attachments](#)
11. Authorize execution of Change Order #1 in an amount not to exceed \$ 448,779.00 to Crowder Construction for additional work at the Goodrich Street Raw Water Pumping Station. ☐ [Attachments](#)
12. Motion to approve CSX-059412, a Facility Encroachment Agreement between CSX Transportation, Inc. and Augusta, Georgia. ☐ [Attachments](#)
13. Approve Proposal from Augusta IT Department to install Utilities Highland Avenue Filter Plant Network Hardware and Cabling. ☐ [Attachments](#)

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Engineering Services Committee Meeting

12/8/2008 12:40 PM

Agenda Item - Alexander Drive Project Parcel 14 and 15 1066 Alexander Drive Wooten, et al

Department: Attorney

Caption: Motion to approve an Option for Right-of-Way between Lora L. Wooten, Mary E. Kelly and Shelly L. Hopkins, as owners, and Augusta, Georgia, as optionee, in connection with the Alexander Drive Project, consisting of 0.190 acre (8,283.66 square feet) in fee and 0.110 acre (4,776.62) square feet) of permanent construction and maintenance easement and one temporary driveway easement for the property located at 1064 Alexander Drive, for a purchase price of \$200,000.00.

Background: The purchase price includes reconfiguring the parking lot and has been recommended by the Engineering Department for approval. The property owners have agreed to convey the right-of-way to Augusta, Georgia for the Alexander Drive Project.

Analysis: The purchase of the referenced property is necessary for the project.

Financial Impact: The costs necessary for this purchase are within the project budget.

Alternatives: Deny the motion.

Recommendation: Approve the motion.

Funds are Available in the Following Accounts: 323-04-1110-5411120 296823215-5411120

REVIEWED AND APPROVED BY:

**Law.
Administrator.
Clerk of Commission**

AUGUSTA, GEORGIA

GEORGIA, RICHMOND COUNTY
P.I.#: 0001794
S.S.N#:

Received of Augusta, Georgia, the sum of one (\$1.00) dollar, the receipt whereof is hereby acknowledged, and in consideration of the benefits derived by me from the proposed project mentioned herein, I bind myself, my heirs, executors and assigns as follows:

executors and assigns as follows:

If the said Augusta, Georgia, shall within 60 days after date hereof, pay me the sum of \$122,000.00, then the undersigned agrees to execute and deliver to Augusta, Georgia, fee simple title and easements to the land owned by the undersigned, which is shown reflected in color on the right-of-way map attached hereto and made a part hereof by reference, to be used for highway purposes on the Alexander Drive Project, STP-0001-00(794), being Project Parcel 14 and 15, (Tax Map 013-3, Parcel(s) 004 and 003), consisting of 0.190 acre (8,283.66 sq. ft.) in fee and 0.110 acre (4,776.62 sq. ft.) of permanent construction & maintenance easement. Also granted is (are) one temporary driveway easement(s) on Alexander Drive Project, STP-0001-00(794)).

It is agreed and understood that TEMPORARY EASEMENTS are limited to the period required for the construction of said project and upon completion and acceptance of same by the Department of Transportation from the contractor, said TEMPORARY EASEMENT will terminate.

It is agreed and understood that I, or any tenant, now in possession or any other persons having a claim or interest in subject property, will have not less than two (2) months from date of execution of a deed and easements (or for residential properties three (3) months from the date replacement housing is available, whichever is greater) to vacate the premises and that on vacating of said premises, only items of personal property will be removed, all items attached to the property and being classed as realty to remain. The above agreement to apply unless otherwise provided in Special Provision. If Augusta, Georgia, agrees to allow the Grantor or tenant in possession to occupy the subject premises beyond the two month period stated above, that person will be required to pay a rental fee of \$100 payable each month in advance. Subsequent to the date of transfer of title to Augusta, Georgia, and prior to vacation of subject premises, the person in possession will hold Augusta harmless as to any claim in connection with the occupancy of said premises. The above option price includes payment for the right-of-way above described, together with all improvements wholly or partially situated thereon and the right to enter upon the adjacent lands not included in said required right-of-way and easements, for the purpose of removing or demolishing such improvements.

The undersigned further agrees that the Department will be designated an authorized agent for the removal of underground storage tank systems located wholly or partially in said right of way or easement.

SPECIAL PROVISION

Grantor may retain title to 1/4 for sum of \$ 1/4, which shall be deducted from the option price at the time of closing. PROVIDED, he will obligate and firmly bind himself and his successors in title to strictly and faithfully comply with each of the following conditions:

1. Grantor will demolish or remove all above described improvements from the right-of-way, easements conveyed and set back area from the said right-of-way sufficient to comply with County Building Code requirements; however, in the absence of County Requirements, a minimum set back of 50 feet is required. All rubbish and debris must be removed to the satisfaction of authorized personnel of Augusta Engineering Department within 30 calendar days after notice to proceed.

2. Grantor will comply with all laws, ordinances, regulations, or building code applicable to demolition or removal of buildings in Richmond County, Georgia, and hold the Department of Transportation and Augusta, Georgia, harmless as to any claim in connection herein.

3. It is understood and agreed that no utility connections shall be made or allowed to be relocated across or from a limited access right-of-way, and it is understood and agreed that grantor has agreed to bargain, sell, and convey to Augusta, Georgia, all existing utility rights, and Augusta will not be liable in any way for utility reconnections adjacent to acquired rights-of-way or any subsequent location improvements.

4. Grantor will leave on deposit with Augusta, Georgia, the additional sum of \$ 14, which will be deducted from the aforesaid option price at closing. This sum will be held as a cash performance bond conditioned on the strict and faithful performance of the aforesaid obligations.

PROJECT PARCELS 14 and 15
(Tax Map 013-3, Parcels 004 and 003)

INITIALS S. W. S.H.
mk.

Time is expressly made of the essence of this Special Provision and in the event grantor fails to comply with aforesaid obligations, all sums held by Augusta, Georgia, shall be retained as liquidated damages, and title to and the right to remove said structures shall vest in the Augusta, Georgia.

*****OTHER PROVISIONS*****

Grantor may execute and deliver fee simple title to Augusta, Georgia, to the above referenced right of way and an additional NA acres of land owned by the undersigned adjacent to an abutting on the above numbered highway for the total consideration of \$ 0/A which includes payment for the above referenced right of way requirements, other rights and conditions described herein and additional lands. This additional land being shown on the attached plat as Parcel No.

PROPERTY OWNER WILL BE ABLE TO TIE INTO COUNTY SEWER
AND STORM DRAIN SH. #11K & W.

The undersigned herein agrees, for the same consideration, to provide, without cost to Augusta, Georgia, a quit claim deed or such other releases as may be required by the closing attorney from any tenant now in possession of subject property and any other parties having a claim or interest in subject property.

It is further agreed for said consideration to convey and relinquish to the City of Augusta all rights of access between the limited access highway and approaches thereto on the above numbered highway and all of the remaining real property of the undersigned except at such points as designated by the City of Augusta. This paragraph is not applicable unless access rights are indicated on the attached plat.

The said parcel of land as above indicated is shown upon plans on file in the office of Augusta Engineering, Augusta, Georgia, said plans being identified as Project Alexander Drive, STP-0001-00(794).

I (We) do (do not) elect to retain improvements as set out in Special Provision.

I (We) do (do not) elect to execute and deliver deeds set out in Other Provisions.

Witness my hand and seal this 13th day of August, 20 08.

Signed, Sealed and Delivered
in the presence of:

Thomas L. Atkins
Unofficial Witness

Notary Public
Notary Public, Richmond County, Georgia
My Commission Expires January 6, 2009

Lora L. Wooten (L.S.)
Lora L. Wooten

Mary E. Kelly (L.S.)
Mary E. Kelly

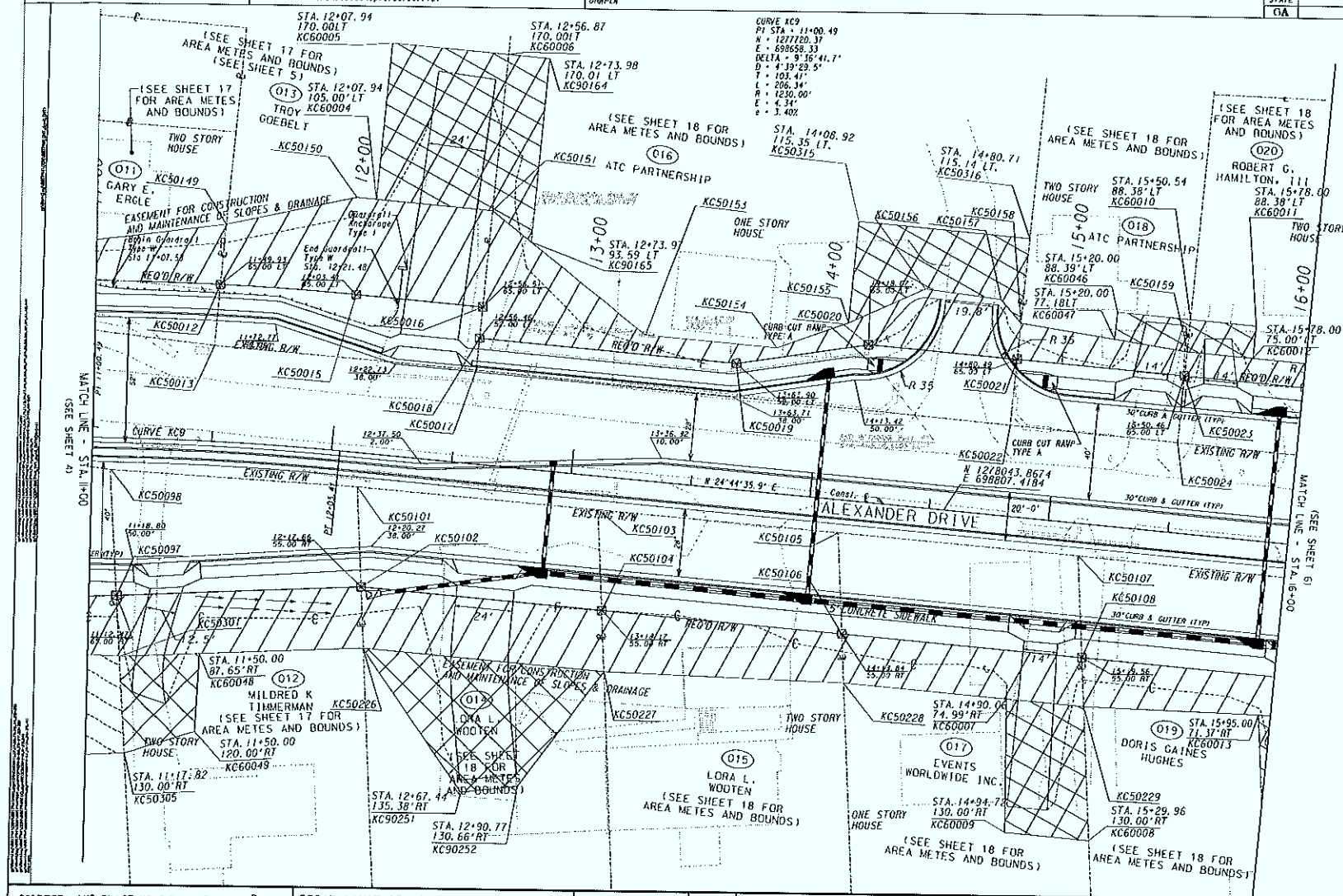
Shelly L. Hopkins (L.S.)
Shelly L. Hopkins

AUGUSTA, GEORGIA

Administrator

DATE

PROJECT PARCELS 14 and 15
(Tax Map 013-3, Parcel No. 004 and 003)



PROPERTY AND EXISTING R/W LINE -----E-----
 REQUIRED R/W LINE -----
 CONSTRUCTION LIMITS -----G-----F-----
 EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES 
 EASEMENT FOR CONSTR OF SLOPES 
 EASEMENT FOR CONSTR OF DRIVES 

BEGIN LIMIT OF ACCESS..... BLA
END LIMIT OF ACCESS..... ELA
LIMIT OF ACCESS — 600 — 000
REQ'D R/W & LIMIT OF ACCESS — 111 — 111

SCALE IN FEET

A horizontal scale bar with a black and white alternating pattern. It has tick marks at 0, 20, 40, and 60 feet. The text "SCALE IN FEET" is centered above the bar.

DATE	REVISIONS
01-31-07	REVISED EASEMENT & R/W FOR PARCELS 013, 016
07-29-08	REVISED DRIVEWAY EASEMENT FOR PARCEL 013, 016
11-10-2008	ADDED DRIVEWAY EASEMENT TO PARCEL 014

[illegible]

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP
PROJECT NO: STP-0001-00(794)
COUNTY: RICHMOND
LAND LOT NO: N/A
LAND DISTRICT: N/A
GMD 90TH
DATE 5/4/06 SH 5 OF 25

11/10/2008 USER: jash101	Ref: e PFF C:\VDDT\0001\ROAD\civil\c01\border.tbl	g:\Bentley\001794\DCN\001794\W16.dgn(OK-1-631) C:\PPLN	STATE GA	PROJECT NUMBER STP-0001-001794	SHEET NO. 18	TOTAL SHEETS 25																																																																																																																																																																																																																																																					
PARCEL 014 R/W REQ'D R/W KC6028 <table><thead><tr><th>PNT</th><th>OFFSET/ DIST</th><th>STATION/ BEARING</th><th>ALIGNMENT</th></tr></thead><tbody><tr><td>KC50101</td><td>14.07 R</td><td>12+11.92</td><td>MAINLINE</td></tr><tr><td></td><td>100.62</td><td>N 24°36'50.7" E</td><td></td></tr><tr><td>KC50103</td><td>13.84 R</td><td>13+12.55</td><td>MAINLINE</td></tr><tr><td></td><td>41.55</td><td>S 73°02'21.2" E</td><td></td></tr><tr><td>KC50104</td><td>55.00 R</td><td>13+18.17</td><td>MAINLINE</td></tr><tr><td></td><td>100.51</td><td>S 24°44'40.1" W</td><td></td></tr><tr><td>KC50102</td><td>55.00 R</td><td>12+17.65</td><td>MAINLINE</td></tr><tr><td></td><td>41.34</td><td>N 73°14'22.9" W</td><td></td></tr><tr><td>KC50101</td><td>14.07 R</td><td>12+11.92</td><td>MAINLINE</td></tr><tr><td>REQD R/W</td><td>4128.85</td><td>SF</td><td></td></tr><tr><td>REQD R/W</td><td>0.095</td><td>ACRES</td><td></td></tr><tr><td>REMAINDER</td><td>1/2- 0.197</td><td>ACRES</td><td></td></tr></tbody></table>			PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT	KC50101	14.07 R	12+11.92	MAINLINE		100.62	N 24°36'50.7" E		KC50103	13.84 R	13+12.55	MAINLINE		41.55	S 73°02'21.2" E		KC50104	55.00 R	13+18.17	MAINLINE		100.51	S 24°44'40.1" W		KC50102	55.00 R	12+17.65	MAINLINE		41.34	N 73°14'22.9" W		KC50101	14.07 R	12+11.92	MAINLINE	REQD R/W	4128.85	SF		REQD R/W	0.095	ACRES		REMAINDER	1/2- 0.197	ACRES		PARCEL 015 PERMANENT REQ'D PERM. 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KC6014 <table><thead><tr><th>PNT</th><th>OFFSET/ DIST</th><th>STATION/ BEARING</th><th>ALIGNMENT</th></tr></thead><tbody><tr><td>KC50227</td><td>80.00 R</td><td>13+21.59</td><td>MAINLINE</td></tr><tr><td></td><td>25.23</td><td>N 73°02'15.1" W</td><td></td></tr><tr><td>KC50104</td><td>55.00 R</td><td>13+18.17</td><td>MAINLINE</td></tr><tr><td></td><td>100.67</td><td>N 24°44'23.1" E</td><td></td></tr><tr><td>KC50106</td><td>55.00 R</td><td>14+18.04</td><td>MAINLINE</td></tr><tr><td></td><td>20.19</td><td>S 73°04'21.0" E</td><td></td></tr><tr><td>KC50228</td><td>75.00 R</td><td>14+21.59</td><td>MAINLINE</td></tr><tr><td></td><td>100.13</td><td>S 21°53'03.5" W</td><td></td></tr><tr><td>KC50227</td><td>80.00 R</td><td>13+21.59</td><td>MAINLINE</td></tr><tr><td>REQD EASW'T</td><td>2265.37</td><td>SF</td><td></td></tr><tr><td>REQD EASW'T</td><td>0.092</td><td>ACRES</td><td></td></tr></tbody></table>			PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT	KC50227	80.00 R	13+21.59	MAINLINE		25.23	N 73°02'15.1" W		KC50104	55.00 R	13+18.17	MAINLINE		100.67	N 24°44'23.1" E		KC50106	55.00 R	14+18.04	MAINLINE		20.19	S 73°04'21.0" E		KC50228	75.00 R	14+21.59	MAINLINE		100.13	S 21°53'03.5" W		KC50227	80.00 R	13+21.59	MAINLINE	REQD EASW'T	2265.37	SF		REQD EASW'T	0.092	ACRES		PARCEL 017 R/W REQ'D R/W KC6030 <table><thead><tr><th>PNT</th><th>OFFSET/ DIST</th><th>STATION/ BEARING</th><th>ALIGNMENT</th></tr></thead><tbody><tr><td>KC50105</td><td>13.61 R</td><td>14+13.17</td><td>MAINLINE</td></tr><tr><td></td><td>100.62</td><td>N 24°36'50.7" E</td><td></td></tr><tr><td>KC50107</td><td>13.38 R</td><td>15+13.79</td><td>MAINLINE</td></tr><tr><td></td><td>42.01</td><td>S 73°08'52.5" E</td><td></td></tr><tr><td>KC50108</td><td>55.00 R</td><td>15+19.56</td><td>MAINLINE</td></tr><tr><td></td><td>100.72</td><td>S 24°44'44.7" W</td><td></td></tr><tr><td>KC50106</td><td>55.00 R</td><td>14+18.04</td><td>MAINLINE</td></tr><tr><td></td><td>41.77</td><td>N 73°03'41.9" W</td><td></td></tr><tr><td>KC50105</td><td>13.61 R</td><td>14+13.17</td><td>MAINLINE</td></tr><tr><td>REQD R/W</td><td>4178.55</td><td>SF</td><td></td></tr><tr><td>REQD R/W</td><td>0.096</td><td>ACRES</td><td></td></tr><tr><td>REMAINDER</td><td>1/2- 0.141</td><td>ACRES</td><td></td></tr></tbody></table>			PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT	KC50105	13.61 R	14+13.17	MAINLINE		100.62	N 24°36'50.7" E		KC50107	13.38 R	15+13.79	MAINLINE		42.01	S 73°08'52.5" E		KC50108	55.00 R	15+19.56	MAINLINE		100.72	S 24°44'44.7" W		KC50106	55.00 R	14+18.04	MAINLINE		41.77	N 73°03'41.9" W		KC50105	13.61 R	14+13.17	MAINLINE	REQD R/W	4178.55	SF		REQD R/W	0.096	ACRES		REMAINDER	1/2- 0.141	ACRES		PARCEL 019 R/W REQ'D R/W KC6031 <table><thead><tr><th>PNT</th><th>OFFSET/ DIST</th><th>STATION/ BEARING</th><th>ALIGNMENT</th></tr></thead><tbody><tr><td>KC50107</td><td>13.38 R</td><td>15+13.79</td><td>MAINLINE</td></tr><tr><td></td><td>100.96</td><td>N 25°04'39.3" E</td><td></td></tr><tr><td>KC50109</td><td>13.97 R</td><td>16+14.75</td><td>MAINLINE</td></tr><tr><td></td><td>41.41</td><td>S 73°05'00.3" E</td><td></td></tr><tr><td>KC50110</td><td>55.00 R</td><td>16+20.39</td><td>MAINLINE</td></tr><tr><td></td><td>100.83</td><td>S 24°44'33.3" W</td><td></td></tr><tr><td>KC50108</td><td>55.00 R</td><td>15+19.56</td><td>MAINLINE</td></tr><tr><td></td><td>42.01</td><td>N 73°08'52.5" W</td><td></td></tr><tr><td>KC50107</td><td>13.38 R</td><td>15+13.79</td><td>MAINLINE</td></tr><tr><td>REQD R/W</td><td>4167.25</td><td>SF</td><td></td></tr><tr><td>REQD R/W</td><td>0.096</td><td>ACRES</td><td></td></tr><tr><td>REMAINDER</td><td>1/2- 0.705</td><td>ACRES</td><td></td></tr></tbody></table>			PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT	KC50107	13.38 R	15+13.79	MAINLINE		100.96	N 25°04'39.3" E		KC50109	13.97 R	16+14.75	MAINLINE		41.41	S 73°05'00.3" E		KC50110	55.00 R	16+20.39	MAINLINE		100.83	S 24°44'33.3" W		KC50108	55.00 R	15+19.56	MAINLINE		42.01	N 73°08'52.5" W		KC50107	13.38 R	15+13.79	MAINLINE	REQD R/W	4167.25	SF		REQD R/W	0.096	ACRES		REMAINDER	1/2- 0.705	ACRES																																					
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KC50105	13.61 R	14+13.17	MAINLINE																																																																																																																																																																																																																																																								
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KC50107	13.38 R	15+13.79	MAINLINE																																																																																																																																																																																																																																																								
	100.96	N 25°04'39.3" E																																																																																																																																																																																																																																																									
KC50109	13.97 R	16+14.75	MAINLINE																																																																																																																																																																																																																																																								
	41.41	S 73°05'00.3" E																																																																																																																																																																																																																																																									
KC50110	55.00 R	16+20.39	MAINLINE																																																																																																																																																																																																																																																								
	100.83	S 24°44'33.3" W																																																																																																																																																																																																																																																									
KC50108	55.00 R	15+19.56	MAINLINE																																																																																																																																																																																																																																																								
	42.01	N 73°08'52.5" W																																																																																																																																																																																																																																																									
KC50107	13.38 R	15+13.79	MAINLINE																																																																																																																																																																																																																																																								
REQD R/W	4167.25	SF																																																																																																																																																																																																																																																									
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REMAINDER	1/2- 0.705	ACRES																																																																																																																																																																																																																																																									
PARCEL 014 PERMANENT REQ'D PERM. EASW'T. KC6013 <table><thead><tr><th>PNT</th><th>OFFSET/ DIST</th><th>STATION/ BEARING</th><th>ALIGNMENT</th></tr></thead><tbody><tr><td>KC50226</td><td>80.00 R</td><td>12+21.17</td><td>MAINLINE</td></tr><tr><td></td><td>25.24</td><td>N 73°14'15.7" W</td><td></td></tr><tr><td>KC50102</td><td>55.00 R</td><td>12+17.65</td><td>MAINLINE</td></tr><tr><td></td><td>100.51</td><td>N 24°44'40.1" E</td><td></td></tr><tr><td>KC50104</td><td>55.00 R</td><td>13+18.17</td><td>MAINLINE</td></tr><tr><td></td><td>25.23</td><td>S 73°02'15.1" E</td><td></td></tr><tr><td>KC50227</td><td>80.00 R</td><td>13+21.59</td><td>MAINLINE</td></tr><tr><td></td><td>100.42</td><td>S 24°44'34.3" W</td><td></td></tr><tr><td>KC50226</td><td>80.00 R</td><td>12+21.17</td><td>MAINLINE</td></tr><tr><td>REQD EASW'T</td><td>2511.25</td><td>SF</td><td></td></tr><tr><td>REQD EASW'T</td><td>0.058</td><td>ACRES</td><td></td></tr></tbody></table>			PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT	KC50226	80.00 R	12+21.17	MAINLINE		25.24	N 73°14'15.7" W		KC50102	55.00 R	12+17.65	MAINLINE		100.51	N 24°44'40.1" E		KC50104	55.00 R	13+18.17	MAINLINE		25.23	S 73°02'15.1" E		KC50227	80.00 R	13+21.59	MAINLINE		100.42	S 24°44'34.3" W		KC50226	80.00 R	12+21.17	MAINLINE	REQD EASW'T	2511.25	SF		REQD EASW'T	0.058	ACRES		PARCEL 016 R/W REQ'D R/W KC6005 <table><thead><tr><th>PNT</th><th>OFFSET/ DIST</th><th>STATION/ BEARING</th><th>ALIGNMENT</th></tr></thead><tbody><tr><td>KC50018</td><td>52.00 L</td><td>12+56.47</td><td>MAINLINE</td></tr><tr><td></td><td>107.43</td><td>N 24°44'41.9" E</td><td></td></tr><tr><td>KC50019</td><td>52.00 L</td><td>13+63.90</td><td>MAINLINE</td></tr><tr><td></td><td>55.70</td><td>N 11°15'12.4" E</td><td></td></tr><tr><td>KC50020</td><td>65.00 L</td><td>14+18.07</td><td>MAINLINE</td></tr><tr><td></td><td>62.42</td><td>N 24°44'16.6" E</td><td></td></tr><tr><td>KC50021</td><td>65.00 L</td><td>14+80.49</td><td>MAINLINE</td></tr><tr><td></td><td>27.38</td><td>S 64°59'53.8" E</td><td></td></tr><tr><td>KC50022</td><td>37.63 L</td><td>14+80.36</td><td>MAINLINE</td></tr><tr><td></td><td>223.94</td><td>S 25°03'12.1" W</td><td></td></tr><tr><td>KC50017</td><td>38.84 L</td><td>12+56.43</td><td>MAINLINE</td></tr><tr><td></td><td>13.17</td><td>N 65°04'11.5" W</td><td></td></tr><tr><td>KC50018</td><td>52.00 L</td><td>12+56.47</td><td>MAINLINE</td></tr><tr><td>REQD R/W</td><td>4246.59</td><td>SF</td><td></td></tr><tr><td>REQD R/W</td><td>0.097</td><td>ACRES</td><td></td></tr><tr><td>REMAINDER</td><td>1/2- 9.292</td><td>ACRES</td><td></td></tr></tbody></table>			PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT	KC50018	52.00 L	12+56.47	MAINLINE		107.43	N 24°44'41.9" E		KC50019	52.00 L	13+63.90	MAINLINE		55.70	N 11°15'12.4" E		KC50020	65.00 L	14+18.07	MAINLINE		62.42	N 24°44'16.6" E		KC50021	65.00 L	14+80.49	MAINLINE		27.38	S 64°59'53.8" E		KC50022	37.63 L	14+80.36	MAINLINE		223.94	S 25°03'12.1" W		KC50017	38.84 L	12+56.43	MAINLINE		13.17	N 65°04'11.5" W		KC50018	52.00 L	12+56.47	MAINLINE	REQD R/W	4246.59	SF		REQD R/W	0.097	ACRES		REMAINDER	1/2- 9.292	ACRES		PARCEL 017 PERMANENT REQ'D PERM. EASW'T. KC6015 <table><thead><tr><th>PNT</th><th>OFFSET/ DIST</th><th>STATION/ BEARING</th><th>ALIGNMENT</th></tr></thead><tbody><tr><td>KC50228</td><td>75.00 R</td><td>14+21.59</td><td>MAINLINE</td></tr><tr><td></td><td>20.19</td><td>N 73°04'21.0" W</td><td></td></tr><tr><td>KC50106</td><td>55.00 R</td><td>14+18.04</td><td>MAINLINE</td></tr><tr><td></td><td>100.72</td><td>N 24°44'44.7" E</td><td></td></tr><tr><td>KC50108</td><td>55.00 R</td><td>15+19.56</td><td>MAINLINE</td></tr><tr><td></td><td>20.19</td><td>S 73°09'14.2" E</td><td></td></tr><tr><td>KC50229</td><td>75.00 R</td><td>15+22.33</td><td>MAINLINE</td></tr><tr><td></td><td>100.75</td><td>S 24°44'19.0" W</td><td></td></tr><tr><td>KC50228</td><td>75.00 R</td><td>14+21.59</td><td>MAINLINE</td></tr><tr><td>REQD EASW'T</td><td>2014.76</td><td>SF</td><td></td></tr><tr><td>REQD EASW'T</td><td>0.046</td><td>ACRES</td><td></td></tr></tbody></table>			PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT	KC50228	75.00 R	14+21.59	MAINLINE		20.19	N 73°04'21.0" W		KC50106	55.00 R	14+18.04	MAINLINE		100.72	N 24°44'44.7" E		KC50108	55.00 R	15+19.56	MAINLINE		20.19	S 73°09'14.2" E		KC50229	75.00 R	15+22.33	MAINLINE		100.75	S 24°44'19.0" W		KC50228	75.00 R	14+21.59	MAINLINE	REQD EASW'T	2014.76	SF		REQD EASW'T	0.046	ACRES		PARCEL 019 PERMANENT REQ'D PERM. EASW'T. KC6016 <table><thead><tr><th>PNT</th><th>OFFSET/ DIST</th><th>STATION/ BEARING</th><th>ALIGNMENT</th></tr></thead><tbody><tr><td>KC50029</td><td>75.00 R</td><td>15+22.33</td><td>MAINLINE</td></tr><tr><td></td><td>20.19</td><td>N 73°09'14.2" W</td><td></td></tr><tr><td>KC50108</td><td>55.00 R</td><td>15+19.56</td><td>MAINLINE</td></tr><tr><td></td><td>100.83</td><td>N 24°44'33.3" E</td><td></td></tr><tr><td>KC50110</td><td>55.00 R</td><td>16+20.39</td><td>MAINLINE</td></tr><tr><td></td><td>15.14</td><td>S 73°05'31.3" E</td><td></td></tr><tr><td>KC50230</td><td>70.00 R</td><td>16+22.46</td><td>MAINLINE</td></tr><tr><td></td><td>100.25</td><td>S 27°51'14.6" W</td><td></td></tr><tr><td>KC50229</td><td>75.00 R</td><td>15+22.33</td><td>MAINLINE</td></tr><tr><td>REQD EASW'T</td><td>1764.15</td><td>SF</td><td></td></tr><tr><td>REQD EASW'T</td><td>0.040</td><td>ACRES</td><td></td></tr></tbody></table>			PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT	KC50029	75.00 R	15+22.33	MAINLINE		20.19	N 73°09'14.2" W		KC50108	55.00 R	15+19.56	MAINLINE		100.83	N 24°44'33.3" E		KC50110	55.00 R	16+20.39	MAINLINE		15.14	S 73°05'31.3" E		KC50230	70.00 R	16+22.46	MAINLINE		100.25	S 27°51'14.6" W		KC50229	75.00 R	15+22.33	MAINLINE	REQD EASW'T	1764.15	SF		REQD EASW'T	0.040	ACRES																													
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PARCEL 014 KC6169 REQ'D DRYW. EASW'T. KC6169 <table><thead><tr><th>PNT</th><th>OFFSET</th><th>STATION</th><th>ALIGNMENT</th></tr></thead><tbody><tr><td>KC50227</td><td>80.00 R</td><td>13+21.59</td><td>MAINLINE</td></tr><tr><td>KC50226</td><td>80.00 R</td><td>12+21.17</td><td>MAINLINE</td></tr><tr><td>KC50251</td><td>135.39 R</td><td>12+61.44</td><td>MAINLINE</td></tr><tr><td>KC50252</td><td>130.66 R</td><td>12+50.76</td><td>MAINLINE</td></tr><tr><td>KC50227</td><td>80.00 R</td><td>13+21.59</td><td>MAINLINE</td></tr></tbody></table>			PNT	OFFSET	STATION	ALIGNMENT	KC50227	80.00 R	13+21.59	MAINLINE	KC50226	80.00 R	12+21.17	MAINLINE	KC50251	135.39 R	12+61.44	MAINLINE	KC50252	130.66 R	12+50.76	MAINLINE	KC50227	80.00 R	13+21.59	MAINLINE	PARCEL 016 PERMANENT REQ'D PERM. EASW'T. KC6041 <table><thead><tr><th>PNT</th><th>OFFSET/ DIST</th><th>STATION/ BEARING</th><th>ALIGNMENT</th></tr></thead><tbody><tr><td>KC50151</td><td>104.99 L</td><td>12+56.65</td><td>ALEXANDER DRIVE</td></tr><tr><td></td><td>81.83</td><td>N 58°05'02.7" E</td><td></td></tr><tr><td>KC50153</td><td>60.00 L</td><td>13+24.59</td><td>ALEXANDER DRIVE</td></tr><tr><td></td><td>55.01</td><td>N 24°44'19.6" E</td><td></td></tr><tr><td>KC50154</td><td>60.00 L</td><td>13+80.00</td><td>ALEXANDER DRIVE</td></tr><tr><td></td><td>31.65</td><td>N 0°11'56.9" E</td><td></td></tr><tr><td>KC50155</td><td>73.15 L</td><td>14+08.79</td><td>ALEXANDER DRIVE</td></tr><tr><td></td><td>35.11</td><td>N 4°14'50.1" W</td><td></td></tr><tr><td>KC50156</td><td>90.17 L</td><td>14+38.50</td><td>ALEXANDER DRIVE</td></tr><tr><td></td><td>31.85</td><td>N 26°54'10.1" E</td><td></td></tr><tr><td>KC50157</td><td>88.97 L</td><td>14+71.32</td><td>ALEXANDER DRIVE</td></tr><tr><td></td><td>12.87</td><td>N 68°55'03.9" E</td><td></td></tr><tr><td>KC50158</td><td>80.00 L</td><td>14+80.56</td><td>ALEXANDER DRIVE</td></tr><tr><td></td><td>15.00</td><td>S 64°59'24.1" E</td><td></td></tr><tr><td>KC50021</td><td>65.00 L</td><td>14+80.49</td><td>ALEXANDER DRIVE</td></tr><tr><td></td><td>62.42</td><td>S 24°44'16.6" W</td><td></td></tr><tr><td>KC50020</td><td>65.00 L</td><td>14+18.07</td><td>ALEXANDER DRIVE</td></tr><tr><td></td><td>55.70</td><td>S 11°15'12.4" W</td><td></td></tr><tr><td>KC50019</td><td>52.00 L</td><td>13+63.90</td><td>ALEXANDER DRIVE</td></tr><tr><td></td><td>107.43</td><td>S 24°44'41.9" W</td><td></td></tr><tr><td>KC50018</td><td>52.00 L</td><td>12+56.47</td><td>ALEXANDER DRIVE</td></tr><tr><td></td><td>12.99</td><td>N 65°03'08.6" W</td><td></td></tr><tr><td>KC50016</td><td>65.00 L</td><td>12+56.52</td><td>ALEXANDER DRIVE</td></tr><tr><td></td><td>40.00</td><td>N 65°04'07.6" W</td><td></td></tr><tr><td>KC50151</td><td>104.99 L</td><td>12+56.65</td><td>ALEXANDER DRIVE</td></tr><tr><td>REQD EASW'T</td><td>4189.97</td><td>SF</td><td></td></tr><tr><td>REQD EASW'T</td><td>0.096</td><td>ACRES</td><td></td></tr></tbody></table>			PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT	KC50151	104.99 L	12+56.65	ALEXANDER DRIVE		81.83	N 58°05'02.7" E		KC50153	60.00 L	13+24.59	ALEXANDER DRIVE		55.01	N 24°44'19.6" E		KC50154	60.00 L	13+80.00	ALEXANDER DRIVE		31.65	N 0°11'56.9" E		KC50155	73.15 L	14+08.79	ALEXANDER DRIVE		35.11	N 4°14'50.1" W		KC50156	90.17 L	14+38.50	ALEXANDER DRIVE		31.85	N 26°54'10.1" E		KC50157	88.97 L	14+71.32	ALEXANDER DRIVE		12.87	N 68°55'03.9" E		KC50158	80.00 L	14+80.56	ALEXANDER DRIVE		15.00	S 64°59'24.1" E		KC50021	65.00 L	14+80.49	ALEXANDER DRIVE		62.42	S 24°44'16.6" W		KC50020	65.00 L	14+18.07	ALEXANDER DRIVE		55.70	S 11°15'12.4" W		KC50019	52.00 L	13+63.90	ALEXANDER DRIVE		107.43	S 24°44'41.9" W		KC50018	52.00 L	12+56.47	ALEXANDER DRIVE		12.99	N 65°03'08.6" W		KC50016	65.00 L	12+56.52	ALEXANDER DRIVE		40.00	N 65°04'07.6" W		KC50151	104.99 L	12+56.65	ALEXANDER DRIVE	REQD EASW'T	4189.97	SF		REQD EASW'T	0.096	ACRES		PARCEL 017 PERMANENT REQ'D PERM. EASW'T. KC6006 <table><thead><tr><th>PNT</th><th>OFFSET/ DIST</th><th>STATION/ BEARING</th><th>ALIGNMENT</th></tr></thead><tbody><tr><td>KC50021</td><td>65.00 L</td><td>14+80.49</td><td>MAINLINE</td></tr><tr><td></td><td>69.98</td><td>N 24°44'41.4" E</td><td></td></tr><tr><td>KC50023</td><td>65.00 L</td><td>15+50.46</td><td>MAINLINE</td></tr><tr><td></td><td>27.78</td><td>S 65°02'56.9" E</td><td></td></tr><tr><td>KC50024</td><td>37.22 L</td><td>15+50.36</td><td>MAINLINE</td></tr><tr><td></td><td>70.00</td><td>S 25°04'43.3" W</td><td></td></tr><tr><td>KC50022</td><td>37.63 L</td><td>14+80.36</td><td>MAINLINE</td></tr><tr><td></td><td>27.38</td><td>N 64°59'53.8" W</td><td></td></tr><tr><td>KC50021</td><td>65.00 L</td><td>14+80.49</td><td>MAINLINE</td></tr><tr><td>REQD R/W</td><td>1590.17</td><td>SF</td><td></td></tr><tr><td>REQD R/W</td><td>0.044</td><td>ACRES</td><td></td></tr><tr><td>REMAINDER</td><td>1/2- 0.205</td><td>ACRES</td><td></td></tr></tbody></table>			PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT	KC50021	65.00 L	14+80.49	MAINLINE		69.98	N 24°44'41.4" E		KC50023	65.00 L	15+50.46	MAINLINE		27.78	S 65°02'56.9" E		KC50024	37.22 L	15+50.36	MAINLINE		70.00	S 25°04'43.3" W		KC50022	37.63 L	14+80.36	MAINLINE		27.38	N 64°59'53.8" W		KC50021	65.00 L	14+80.49	MAINLINE	REQD R/W	1590.17	SF		REQD R/W	0.044	ACRES		REMAINDER	1/2- 0.205	ACRES		PARCEL 019 PERMANENT REQ'D PERM. 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KC6007 <table><thead><tr><th>PNT</th><th>OFFSET/ DIST</th><th>STATION/ BEARING</th><th>ALIGNMENT</th></tr></thead><tbody><tr><td>KC50023</td><td>65.00 L</td><td>15+50.46</td><td>MAINLINE</td></tr><tr><td></td><td>63.93</td><td>N 24°44'42.3" E</td><td></td></tr><tr><td>KC50025</td><td>65.00 L</td><td>16+14.39</td><td>MAINLINE</td></tr><tr><td></td><td>28.15</td><td>S 65°03'20.4" E</td><td></td></tr><tr><td>KC50026</td><td>36.85 L</td><td>16+14.29</td><td>MAINLINE</td></tr><tr><td></td><td>63.93</td><td>S 25°04'11.8" W</td><td></td></tr><tr><td>KC50024</td><td>37.22 L</td><td>15+50.36</td><td>MAINLINE</td></tr><tr><td></td><td>27.78</td><td>N 65°02'56.9" W</td><td></td></tr><tr><td>KC50023</td><td>65.00 L</td><td>15+50.46</td><td>MAINLINE</td></tr><tr><td>REQD R/W</td><td>1787.19</td><td>SF</td><td></td></tr><tr><td>REQD R/W</td><td>0.041</td><td>ACRES</td><td></td></tr><tr><td>REMAINDER</td><td>1/2- 0.174</td><td>ACRES</td><td></td></tr></tbody></table>			PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT	KC50023	65.00 L	15+50.46	MAINLINE		63.93	N 24°44'42.3" E		KC50025	65.00 L	16+14.39	MAINLINE		28.15	S 65°03'20.4" E		KC50026	36.85 L	16+14.29	MAINLINE		63.93	S 25°04'11.8" W		KC50024	37.22 L	15+50.36	MAINLINE		27.78	N 65°02'56.9" W		KC50023	65.00 L	15+50.46	MAINLINE	REQD R/W	1787.19	SF		REQD R/W	0.041	ACRES		REMAINDER	1/2- 0.174	ACRES	
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Engineering Services Committee Meeting
12/8/2008 12:40 PM
Alexander Drive from Washington Road to Riverwatch Parkway

Department: Abie L. Ladson, P.E., Director, Augusta Engineering

Caption: Approve Supplemental Agreement Number Five and Change Number Six as requested by the Engineering Department with Cranston Engineering Group in the amount of \$223,530 for engineering and design changes to ensure compliance with the NPDES Permit Guidelines, Nationwide Permit Guidelines, additional environmental services, additional design changes to facilitate the right of way acquisition (\$117,680) and survey, design and construction phase consulting services as related to water and sewer mains (\$105,850) on the Alexander Drive widening project, CPB #323-041110-296823215. Funds are available in SPLOST Phase III Recapture Account (\$117,680) and account number 507043410-5212115/80800030-5212115 (\$105,850).

Background: This is a Georgia Department of Transportation (GDOT) project that will widen and reconstruct Alexander Drive to 4 lanes with a 20' raised median from Washington Road to Riverwatch Parkway. The Engineering is responsible for development of the Preliminary Engineering activities and the Utilities Department is responsible for relocating the existing water mains in this area. This will offer the opportunity to extend the sanitary sewer service to customers previously not served. The Cranston Engineering Group is doing the engineering and design activities for the Engineering Department. An engineered set of drawings must be produced in accordance with GDOT protocol. The estimated construction cost is \$11.3 million and GDOT has identified construction funds for fiscal year 2009.

Analysis: Cranston Engineering Group entered into an agreement with Augusta-Richmond County on November 13, 1998 to provide the engineering and design services to improve Alexander Drive. On August 1, 2008 the state EPD approved revised guidelines concerning erosion control plans. These guidelines have been adopted by GDOT and on August 26, 2008 GDOT advised that these guidelines shall be incorporated into all projects. On August 20, 2008 GDOT advised that revisions to the United States Army Corps of Engineers Nationwide 404 Permit Regional Conditions had been adopted and that these guidelines shall be incorporated into all projects. The right of way plans were approved on October 31, 2006. Prior to approval of the right of ways, it was agreed that retaining walls would be needed to minimize impacts to the parcel that belongs to Kroger and the parcel that belongs to Masters Glen Apartments. A retaining wall was designed to minimize impacts to Kroger. However, Kroger initiated improvements to their parcel which included subdivision of their parcel and a major reconstruction/expansion of their store. The original retaining wall has been redesigned two more times to accommodate the changes initiated by Kroger.

The retaining wall at Masters Glen Apartments is being redesigned for the second time to ensure impacts to their parcel are minimized. In addition to the redesign of the walls, additional field survey data had to be gathered and the street lighting plans had to be redesigned in these areas. The approved environmental document will have to be re-evaluated and approved by GDOT and FHWA officials one more time before the project is let. Also, the approved Nationwide Permit will have to be resubmitted to the Army Corps of Engineers for approval to ensure that the Augusta 26, 2008 guidelines have been incorporated into the plans. Other services include 1) revisions to the traffic signal plans to coordinate with the revised site development plan at The Village at Riverwatch and 2) printing costs that have exceeded the original budget. The printing requirements for the GDOT Final Field Plan Review and final delivery have increased since the original agreement was executed and Cranston has received numerous requests for plans from city officials, GDOT officials and property owners. Utilizing the same engineering firm to develop the water and sanitary sewer plans will eliminate coordination issues.

Financial Impact:

Cranston Engineering Group has proposed a total cost of \$223,530 for these additional services (\$22,880 for the redesign of the erosion control plans; \$30,980 to incorporate the revised Nationwide 404 Permit guidelines into the plans; \$28,250 for the engineering and redesign of the retaining walls at Kroger and Masters Glen Apartments \$7,990 for re-evaluation of the environmental document; \$7,180 for revisions to the traffic signal plans; \$20,400 for printing costs; and \$105,850 for design of the water and sanitary sewer plans).

Alternatives:

1) Approve Supplemental Agreement Number Five and Change Number Six as requested by the Engineering Department with Cranston Engineering Group in the amount of \$223,530 for engineering and design changes to ensure compliance with the NPDES Permit Guidelines, Nationwide Permit Guidelines, additional environmental services, additional design changes to facilitate the right of way acquisition (\$117,680); and survey, design and construction phase consulting services as related to water and sewer mains (\$105,850) on the Alexander Drive widening project, CPB #323-04-296823215. Funds are available in SPLOST Phase III Recapture (\$117,680) and account number 507043410-5212115/80800030-5212115 (\$105,850).
2) Do not approve the request and jeopardize the progress of this important project to Augusta.

Recommendation:

Approve Alternative Number One.

Funds are Available in the Following Accounts:

FUNDS ARE AVAILABLE IN THE FOLLOWING ACCOUNTS: 323-041110-6011110/296823333-6011110 (\$117,680) 507043410-5212115/80800030-5212115 (\$105,580)

REVIEWED AND APPROVED BY:

Finance.
Law.
Administrator.
Clerk of Commission

Cover Memo

Item # 2

Cover Memo

Item # 2

DO NOT PROCESS THIS DOCUMENT. (once approved by the Commission Engineering will send the original document(s) for execution to the Clerk of Commission Office. For questions please contact Engineering at ext 5070.)

Augusta-Richmond County, Georgia

CPB#323-041110-296823215

**CAPITAL PROJECT BUDGET
ALEXANDER DRIVE IMPROVEMENTS
(WASHINGTON ROAD TO RIVERWATCH PARKWAY)
CHANGE NUMBER SIX**

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

Section 1: This project be set up is authorized to CPB#323-041110-296823215. Additional funding is required for engineering and design changes and other services concerning the improvements to Alexander Dr. Funds are available in SPLOST III Recapture.

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

Special 1% Sales Tax, Phase III Recapture	\$	2,522,795
Augusta Utilities	\$	24,768
Special 1% Sales Tax, Phase III Recapture	\$	86,680
Special 1% Sales, Tax Fund Balance	\$	2,000,000
Special 1% Sales Tax, Phase III Recapture	\$	117,680
Augusta Utilities	\$	<u>105,850</u>
	\$	4,857,773

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

	By Basin		By District
Rock Creek	\$4,857,773	7th	\$4,857,773

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#323-041110-296823215

**CAPITAL PROJECT BUDGET
ALEXANDER DRIVE IMPROVEMENTS
(WASHINGTON ROAD TO RIVERWATCH PARKWAY)
CHANGE NUMBER SIX**

<u>SOURCE OF FUNDS</u>	<u>CPB AMOUNT CPB</u>	<u>CPB CHANGE</u>	<u>NEW CPB</u>
SPLOST, PHASE II			
323-04-1110-000000-000000000	(\$2,522,795)		(\$2,522,795)
AUGUSTA UTILITIES			
507043420-5212115/89800510-5212115	(\$24,768)		(\$24,768)
SPLOST PHASE III			
323-04-1110-6011111-296823333	(\$86,680)		(\$86,680)
SPLOST, FUND BALANCE			
323-000-000000/39-52110	(\$2,000,000)		(\$2,000,000)
SPLOST PHASE III			
323-04-1110-6011110-296823333		(\$117,680)	(\$117,680)
AUGUSTA UTILITIES		(\$105,850)	(\$105,850)
507043410-5212115-80800030			
TOTAL SOURCES:	(\$4,634,243)	(\$117,680)	(\$4,857,773)
<u>USE OF FUNDS</u>			
ENGINEERING			
323-04-1110-5212115-296823215	\$426,127	\$117,680	\$543,807
ADVERTISING			
323-04-1110-5233119-296823215			\$0
RAILROAD PERMIT			
323-04-1110-5414610-296823215	\$0		\$0
RIGHT OF WAY			
323-04-1110-5411120-296823215	\$4,208,116		\$4,208,116
UTILITIES			
323-04-1110-5414510-296823215	\$0		\$0
507043410-5212115-80800030		\$105,850	\$105,850
AUGUSTA UTILITES			
507043420-5212115/89800510-296823215	\$0		\$0
CONSTRUCTION			
323-04-1110-5414110-296823215	\$0		\$0
SIGNALS			
323-04-1110-5414610-296823215	\$0		\$0
CONTINGENCY			
323-04-1110-6011110-296823215			\$0
TOTAL USES:	\$4,634,243	\$223,530	\$4,857,773

**AUGUSTA, GEORGIA
DEPARTMENT OF PUBLIC WORKS & ENGINEERING
SUPPLEMENTAL AGREEMENT**

ARC PROJECT NUMBERS: 323-04-296823215
GDOT PROJECT NUMBERS: STP-0001-00 (794), PI 0001794
SUPPLEMENTAL AGREEMENT NO. 5
P.O. 1444

WHEREAS, We, **Cranston Engineering Group, P. C.**, Consultant, entered into a contract with Augusta-Richmond County on November 13, 1998, for engineering design services associated with the widening and reconstruction of **Alexander Drive from Washington Road to Riverwatch Parkway**, Project No. 323-04-296823215- STP-0001-00 (794), File Reference No. 07-014 (A), and

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

Additional engineering and design services to incorporate new state EPD mandated erosion control guidelines, Army Corps of Engineers Nationwide 404 Permit revisions, design changes to facilitate the right of way acquisition and other services.

It is agreed that as a result of the above described modification the contract amount is increased by \$223,530.00 from \$417,318.35 to a new total of \$640,848.35.

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

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

This _____ day of _____, 2008.

RECOMMEND FOR APPROVAL:

CITY OF AUGUSTA-RICHMOND COUNTY
AUGUSTA, GEORGIA

Mayor

Approved: Date _____

ATTEST:

Title: _____
(SA02 – For changes greater than \$20,000)

Approved: Date _____
[ATTACHED CORPORATE SEAL]

ATTEST:

Title: _____



Engineering Services Committee Meeting

12/8/2008 12:40 PM

Award of RFP 08-182, Construction of Deans Bridge Road MSW Landfill Phase III, Stage 2, Cell 1 and Gas Collection Control System (GCCS) to Cooper, Barnette, and Page, Inc.

Department: Solid Waste

Caption: Motion to approve award of RFP 08-182, Construction of Deans Bridge Road MSW Landfill Phase III, Stage 2, Cell 1 and Gas Collection Control System (GCCS) to Cooper, Barnette, and Page, Inc.

Background: In the past few years the Solid Waste Department has seen a steady increase in the amount of trash brought to the landfill. We have tried to accommodate this increase with building small cells, but this has not been efficient enough to meet our increasing stream of solid waste, nor has it been cost effective as we are required to build more of these cells on a regular basis. It is for this reason that the Solid Waste Department released a bid for the construction of what is known as Phase III, Stage 2, Cell 1 and Gas Collection Control System (GCCS). The construction of this new cell is cost effective as we will build one large cell to meet our current and future solid waste needs. This is a lengthy process that should begin soon so that there is enough time to get all the necessary state inspections and approvals.

Analysis: The expansion of the landfill was permitted by the Georgia Environmental Protection Division a few years ago as the capacity of the older landfill cells approached capacity. As Augusta has begun filling the active landfill cell with garbage, it is necessary to expand the active area to the neighboring cell and begin preparing it to receive trash. With the increasing stream of solid waste, these cells are filling quickly and are requiring more cells to be prepared. The construction of this new, larger cell will allow enough room to meet our incoming stream needs before we reach capacity on the current cells. Once the newly constructed cell is approved by Georgia Environmental Protection Division to receive trash the current construction schedule allows us adequate time to select loads of trash that meet the rather stringent criteria for placement on the floor of the cell. These items must be chosen and placed carefully to form the floor so that the drainage layers and liner are protected from punctures or damage. The Solid Waste Department received nine proposals in response to RFP #08-182, Deans Bridge Road MSW Landfill Phase III, Stage 2, Cell 1 GCCS Construction. Two of the nine were considered to be "noncompliant" due to a lack of notary validation and missing license information. The remaining seven proposals were evaluated in accordance with Procurement Department Requirements, and Cooper, Barnette & Page, Inc. provided the lowest cost bid in addition to having the highest score in the RFP review process.

Cover Memo

Financial Impact:

Adequate funds are available for the amount of \$12,355,322.58 which includes \$10,497,926.27 for construction; 5% or \$524,896.31 for project

Item # 3

contingency; and an additional \$1,332,500 for additional project enhancements as requested and included in the RFP.

Alternatives:

1. Recommend awarding the contract to Cooper, Barnette, & Page. 2. Do not approve the award and limit the landfill's current life to the space remaining in the active cell.

Recommendation:

Recommend Alternative 1

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

REVIEWED AND APPROVED BY:

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

DEANS BRIDGE ROAD MSW LANDFILL PHASE 3, STAGE 2, CELL 1 CONSTRUCTION				ASTRA GROUP		R.B. BAKER CONSTRUCTION		MORGAN CORP.		WRIGHT BROTHERS CONSTRUCTION	
ITEM 1 - MOBILIZATION				COOPER, BARNETT & PAGE		THALLE CONSTRUCTION		PEED BROTHERS, INC.		Lump Sum	
ITEM 2 - EROSION AND SEDIMENTATION CONTROL				\$598,890.00		\$460,000.00		\$800,527.00		\$1,380,000.00	
a.	5,700 LF	Silt Fence- Type C	\$4.80 /LF	\$3.90 /LF	\$19,240.00	\$3.20 /LF	\$6.10 /LF	\$3.50 /LF	\$19,950.00	\$2.98 /LF	\$17,043.00
b.	14,500 LF	Silt Fence- Type A	\$2.65 /LF	\$1.35 /LF	\$21,750.00	\$1.50 /LF	\$3.45 /LF	\$1.65 /LF	\$23,925.00	\$1.84 /LF	\$26,680.00
c.	20 EA	Check Dams	\$3,000.00	\$750.00 /EA	\$15,000.00	\$94.00 /EA	\$595.00 /EA	\$370.00 /EA	\$7,400.00	\$573.03 /EA	\$11,460.60
d.	450 CY	Rip Rap	\$22,500.00	\$74.38 /CY	\$33,471.00	\$15,300.00	\$90.00 /CY	\$65.00 /CY	\$29,250.00	\$1,260.00 /CY	\$29,601.00
e.	95 AC	Permanent Grassing	\$220.00 /AC	\$2,200.00 /AC	\$156,750.00	\$1,650.00 /AC	\$220.00 /AC	\$2,200.00 /AC	\$209,000.00	\$1,260.00 /AC	\$119,700.00
f.	3 EA	Headwall Retrofit	\$1,500.00	\$2,500.00 /EA	\$2,373.00	\$1,800.00	\$1,535.00 /EA	\$375.00 /EA	\$1,125.00	\$1,535.00 /EA	\$472.50
g.	5,000 SY	Erosion Control Matting	\$8,000.00	\$1.63 /SY	\$8,150.00	\$13,750.00	\$1.15 /SY	\$2.50 /SY	\$12,500.00	\$1.31 /SY	\$6,550.00
h.	Lump Sum	NPDES Monitoring and Reporting	\$30,000.00	\$19,800.00	\$6,331.00	\$40,000.00			\$18,000.00		\$21,000.00
ITEM 3 - EARTHWORK				\$50,400.00		\$162,150.00		\$209,475.00		\$250,000.00	
a.	Lump Sum	Cleaning and Grubbing	\$87,500.00		\$100,251.00				\$250,000.00		\$209,475.00
b.	Lump Sum	Shipping and Stockpiling Topsoil	\$12,000.00		\$35,338.00				\$120,000.00		\$60,902.00
c.	Lump Sum	Topsoil Placement	\$12,000.00		\$35,118.00				\$30,000.00		\$100,588.74
d.	1,727,500 CY	Excavation- On-site Materials	\$4,422,400.00	\$1.75 /CY	\$3,023,125.00	\$1.84 /CY	\$2.50 /CY	\$3.40 /CY	\$5,873,500.00	\$2.61 /CY	\$4,505,775.00
e.	86,500 CY	Structural Fill- On-site Materials	\$160,025.00	\$0.85 /CY	\$73,525.00	\$1,09 /CY	\$1.10 /CY	\$0.75 /CY	\$84,875.00	\$0.69 /CY	\$59,665.00
f.	1,171,700 SF	16-inch Select Backfill	\$1,347,465.00	\$1.10 /SF	\$1,282,267.33	\$0.74 /SF	\$0.65 /SF	\$1.35 /SF	\$1,581,795.00	\$0.77 /SF	\$902,209.00
g.	1,171,700 SF	6-inch Subbase	\$456,963.00	\$0.37 /SF	\$438,098.63	\$0.28 /SF	\$0.50 /SF	\$0.65 /SF	\$761,605.00	\$0.29 /SF	\$339,793.00
ITEM 4 - LEACHATE CONTAINMENT SYSTEM				\$719,423.80		\$749,888.00		\$761,605.00		\$761,605.00	
a.	1,171,700 SF	60 Mil Textured HDPE Liner	\$0.739 /EA	\$0.61 /EA	\$714,737.00	\$0.61 /EA	\$0.65 /EA	\$0.65 /EA	\$761,605.00	\$0.63 /EA	\$738,171.00
b.	Lump Sum	Stormwater Diversion Berm- Cell 1A	\$34,380.00		\$25,703.00				\$37,330.00		\$50,965.36
c.	Lump Sum	Stormwater Diversion Berm- Cell 1B	\$31,080.00		\$43,435.00				\$37,000.00		\$52,773.25
d.	Lump Sum	Stage Separation Berm	\$38,440.00		\$21,475.00				\$34,000.00		\$42,597.92
e.	Lump Sum	Tie to Existing Liner - Cell 1A	\$6,940.00		\$14,745.00				\$7,800.00		\$5,170.65
f.	Lump Sum	Tie to Existing Liner - Cell 1B	\$9,540.00		\$3,940.00				\$12,100.00		\$13,367.86
ITEM 5 - LEACHATE COLLECTION LAYER				\$624,867.61		\$703,020.00		\$995,945.00		\$	
a.	1,171,700 SF	24-inch 1x10'-2' unsec Leachate Collection Layer or Double-Sided Geocomposite Drainage Layer with 24-inch Protective Soil Layer	\$0.82 /LF	0.5333 /LF	\$7328,076.00	\$ 0.28 /LF	\$ 0.60 /LF	\$ 0.85 /LF	\$57,700.00	\$ 0.82 /LF	\$960,794.00
ITEM 6 - LEACHATE PIPING SYSTEM				\$		\$		\$		\$	
a.	3,760 LF	Leachate Collection Line	\$46.72 /LF	\$7,099.1 /LF	\$163,590.00	\$43.60 /LF	\$41.30 /LF	\$42.00 /LF	\$157,500.00	\$42.37 /LF	\$158,887.50
b.	850 LF	Rock Rock Top Drain	\$27.65 /LF	\$180.9 /LF	\$167,600.00	\$6.00 /LF	\$73.30 /LF	\$6.00 /LF	\$51,000.00	\$8.84 /LF	\$76,514.00
c.	5 EA	Leachate Cleanout	\$6,669.95	\$2,100.00 /EA	\$10,500.00	\$1,124.00 /EA	\$2,360.00 /EA	\$1,850.00 /EA	\$3,250.00	\$1,788.14 /EA	\$8,940.70
d.	4 EA	Tie to Existing Leachate Collection Line	\$1,438.72	\$60.00 /EA	\$7,912.00	\$1,978.00 /EA	\$265.00 /EA	\$1,150.00 /EA	\$4,600.00	\$1,295.23 /EA	\$5,180.92
e.	130 LF	2"x4" Dual Containment HDPE Foreman	\$6,048.90	\$4,617.7 /EA	\$10,400.00	\$6.00 /EA	\$48.00 /EA	\$24.00 /EA	\$1,120.00	\$4.11 /EA	\$4,434.30
f.	4,730 LF	Cleanup and Testing	\$9,460.00	\$1.50 /EA	\$7,093.00	\$2.20 /EA	\$2.15 /EA	\$ 1.50 /EA	\$7,095.00	\$ 1.13 /EA	\$5,344.90
g.	Lump Sum	Leachate Collection Sump and Riser	\$85,744.28		\$124,867.00				\$90,000.00		\$112,263.76
ITEM 7 - ROADWAYS				\$3,988.55		\$7,505.00		\$57,700.00		\$9,360.35	
a.	95 SY	Asphalt Concrete Road	\$5,700.00	\$42.09 /SY	\$7,505.00	\$79.00 /SY	\$145.00 /SY	\$60.00 /SY	\$57,700.00	\$86.53 /SY	\$9,360.35
b.	35 LF	Remove and Replace Asphalt Pavement	\$2,800.00	\$140.72 /SY	\$4,925.20	\$43.40 /SY	\$120.00 /SY	\$90.00 /SY	\$3,150.00	\$320.39 /SY	\$11,213.65
ITEM 8 - STORM DRAINAGE SYSTEM				\$88,146.00		\$45,320.00		\$110,000.00		\$25,089.60	
a.	440 LF	Concrete Lined Ditch	\$4,864.30	\$157.15 /LF	\$6,930.00	\$103.00 /LF	\$90.00 /LF	\$250.00 /LF	\$10,000.00	\$63.84 /LF	\$25,089.60
b.	90 LF	48-inch RCP Storm Drain	\$62,208.00	\$60.77 /LF	\$5,469.30	\$68.00 /LF	\$71.00 /LF	\$56.00 /LF	\$5,040.00	\$127.04 /LF	\$11,433.60
c.	675 LF	64-inch RCP Storm Drain	\$25,180.00	\$112.94 /LF	\$76,234.50	\$87.00 /LF	\$106.00 /LF	\$120.00 /LF	\$91,000.00	\$184.32 /LF	\$124,416.00
d.	200 LF	16-inch HDPE Storm Drain	\$11,542.00	\$137.99 /LF	\$27,598.00	\$111.00 /LF	\$138.00 /LF	\$141.00 /LF	\$28,200.00	\$216.94 /LF	\$43,388.00
e.	580 LF	24-inch HDPE Storm Drain	\$27,550.00	\$25.87 /LF	\$36,540.00	\$63.00 /LF	\$71.00 /LF	\$47.00 /LF	\$27,560.00	\$107.32 /LF	\$62,245.60
f.	950 LF	30-inch HDPE Downdrain	\$27,550.00	\$41.08 /LF	\$39,950.00	\$87.00 /LF	\$36.00 /LF	\$25.00 /LF	\$23,750.00	\$27.73 /LF	\$26,343.50
g.	1 EA	30-inch Concrete Headwall	\$1,520.00	\$1,659.70 /EA	\$987.00	\$897.00 /EA	\$1,740.00 /EA	\$1,700.00 /EA	\$1,700.00	\$2,266.47 /EA	\$2,266.47
h.	2 EA	48-inch Concrete Headwall	\$3,640.00	\$2,009.50 /EA	\$4,019.00	\$2,700.00 /EA	\$2,290.00 /EA	\$2,100.00 /EA	\$4,200.00	\$3,087.77 /EA	\$6,175.54
i.	1 EA	64-inch Concrete Headwall	\$4,293.00	\$4,318.00 /EA	\$1,952.00	\$338.00 /EA	\$4,390.00 /EA	\$4,500.00 /EA	\$4,500.00	\$3,267.35 /EA	\$3,267.35
j.	4 EA	18-inch HDPE Flared End Section	\$952.00	\$376.43 /EA	\$6,775.74	\$7,344.00 /EA	\$19,260.00 /EA	\$8,100.00 /EA	\$1,400.00	\$867.65 /EA	\$1,470.60
k.	18 EA	72-inch HDPE Flared End Section	\$9,362.00	\$11,980.69 /EA	\$7,122.00	\$408.00 /EA	\$1,070.00 /EA	\$450.00 /EA	\$8,100.00	\$999.16 /EA	\$7,184.88
l.	1 EA	48-inch Dia. RCP Riser (Pond A)	\$4,864.00	\$28,431.04 /EA	\$4,572.00	\$7,400.00 /EA	\$7,185.00 /EA	\$9,000.00 /EA	\$9,000.00	\$7,696.93 /EA	\$7,696.93
m.	1 EA	60-inch Dia. RCP Riser (Pond B)	\$5,216.00	\$29,608.04 /EA	\$5,658.00	\$8,000.00 /EA	\$7,400.00 /EA	\$6,000.00 /EA	\$6,000.00	\$25,862.95 /EA	\$25,862.95
n.	1 EA	72-inch Dia. RCP Riser (Pond C)	\$8,858.00	\$32,428.95 /EA	\$7,715.00	\$10,800.00 /EA	\$8,000.00 /EA	\$6,300.00 /EA	\$6,300.00	\$29,786.38 /EA	\$29,786.38
o.	1 EA	Tie to Existing Weir Inlet	\$1,000.00	\$3,500.00 /EA	\$2,005.00 /EA	\$2,005.00 /EA	\$2,065.00 /EA	\$10,000.00 /EA	\$10,000.00	\$36,681.62 /EA	\$36,681.62
p.	1 EA	Jack and Bore	\$64,000.00	\$196.25 /LF	\$78,500.00	\$185.00 /LF	\$354.00 /LF	\$275.00 /LF	\$110,000.00	\$250.95 /LF	\$7,030.67
q.	400 LF	Existing Storm System Demolition and Repairs	\$2,500.00	\$1.00 /LF	\$2,495.00	\$3.00 /LF	\$2.45 /LF	\$2.45 /LF	\$3,900.00	\$1.13 /LF	\$11,830.79
r.	Lump Sum	Cleanup and Reporting	\$6,237.50		\$7,485.00				\$6,112.75		\$2,819.35
s.	2,495 LF										
ITEM 9 - MARKERS				\$1,000.00		\$316.00		\$360.00		\$144.38 /EA	
a.	4 EA	Temporary Liner Edge Marker	\$700.00	\$250.00 /EA	\$1,000.00	\$79.00 /EA	\$68.00 /EA	\$90.00 /EA	\$360.00	\$144.38 /EA	\$577.52
b.	4 EA	Permanent Liner Edge Marker	\$800.00	\$350.00 /EA	\$1,400.00	\$1,400.00 /EA	\$1,400.00 /EA	\$90.00 /EA	\$630.00	\$144.38 /EA	\$577.52
c.	4 EA	Concrete Bollards	\$1,000.00	\$600.00 /EA	\$2,400.00	\$260.00 /EA	\$710.00 /EA	\$300.00 /EA	\$1,200.00	\$519.75 /EA	\$2,079.00
d.	4 EA	Remove and Relocate Existing Temporary Liner Edge Markers	\$400.00	\$250.00 /EA	\$1,000.00	\$53.00 /EA	\$79.00 /EA	\$200.00 /EA	\$800.00	\$115.50 /EA	\$462.00

DEANS BRIDGE ROAD MSW LANDFILL PHASE 3, STAGE 2, CELL 1 CONSTRUCTION				PEED BROTHERS, INC.		THALLE CONSTRUCTION		COOPER, BARNETT & PAGE		ASTRA GROUP		R.B. BAKER CONSTRUCTION		MORGAN CORP.		WRIGHT BROTHERS CONSTRUCTION	
ITEM 10- GAS COLLECTION & CONTROL SYSTEM																	
a.	630	VF	Vertical Landfill Gas Extraction Well	\$117.88	VF	\$86,150.00	\$105.00 /VF	\$86,150.00	\$88.50 /VF	\$108.00 /VF	\$210.00 /VF	\$132,300.00	\$110.00 /VF	\$89,300.00	\$105.00 /VF	\$86,150.00	
b.	4	EA	Leachate Cleanout Extraction Well	\$4,312.50	EA	\$15,200.00	\$3,800.00 /EA	\$12,304.00	\$12,304.00	\$3,076.00 /EA	\$3,590.00 /EA	\$14,360.00	\$2,800.00 /EA	\$11,200.00	\$3,243.89 /EA	\$12,973.86	
c.	2690	LF	14-inch HDPE Header	\$85.10	LF	\$102,220.00	\$38.00 /LF	\$102,220.00	\$44.00 /LF	\$40.00 /LF	\$63.00 /LF	\$142,570.00	\$41.00 /LF	\$110,290.00	\$39.69 /LF	\$106,766.10	
d.	1280	LF	10-inch HDPE Header	\$53.48	LF	\$66,969.20	\$45,150.00	\$66,969.20	\$38.50 /LF	\$34.00 /LF	\$62.35 /LF	\$80,431.50	\$29.00 /LF	\$37,410.00	\$39.69 /LF	\$39,648.10	
e.	45	LF	6-inch HDPE Header	\$50.03	LF	\$2,251.35	\$1,395.00	\$2,251.35	\$38.50 /LF	\$23.00 /LF	\$17,325.00	\$5,625.00	\$25.00 /LF	\$1,147.50	\$38.52 /LF	\$1,733.40	
f.	550	LF	6-inch HDPE Lateral	\$48.30	LF	\$26,565.00	\$18,150.00	\$26,565.00	\$32.00 /LF	\$19.00 /LF	\$19,600.00	\$32,257.50	\$23.00 /LF	\$12,650.00	\$21.67 /LF	\$11,918.50	
g.	760	LF	4-inch HDPE Lateral	\$43.12	LF	\$32,771.20	\$20,520.00	\$32,771.20	\$17.00 /LF	\$13.00 /LF	\$9,880.00	\$31,160.00	\$19.50 /LF	\$14,820.00	\$16.37 /LF	\$13,961.20	
h.	120	LF	2-inch Dual Contained HDPE Foreman	\$37.38	LF	\$4,465.60	\$2,640.00	\$4,465.60	\$53.00 /LF	\$16.00 /LF	\$4,100.00	\$5,540.00	\$25.00 /LF	\$3,000.00	\$27.38 /LF	\$3,285.60	
i.	3950	LF	2-inch HDPE Airline	\$4.60	LF	\$18,170.00	\$23,700.00	\$18,170.00	\$2.00 /LF	\$6.00 /LF	\$2,750.00	\$10,862.50	\$10.00 /LF	\$9,500.00	\$6.84 /LF	\$27,018.00	
j.	3	EA	Condensate Sump	\$25,875.00	EA	\$17,150.00	\$12,000.00	\$17,150.00	\$20.00 /EA	\$14,088.00 /EA	\$32,100.00 /EA	\$96,300.00	\$16,000.00 /EA	\$48,000.00	\$21,000.00 /EA	\$63,000.00	
k.	1	EA	8" Isolation Valve Assembly	\$9,079.00	EA	\$12,000.00	\$12,000.00	\$9,079.00	\$6,710.00 /EA	\$11,072.00 /EA	\$12,170.00 /EA	\$12,170.00	\$9,000.00 /EA	\$9,000.00	\$11,372.24 /EA	\$11,372.24	
l.	4	EA	10" Isolation Valve Assembly	\$10,638.00	EA	\$13,400.00	\$13,400.00	\$10,638.00	\$7,700.00 /EA	\$12,905.00 /EA	\$13,130.00 /EA	\$52,520.00	\$10,000.00 /EA	\$40,000.00	\$12,133.23 /EA	\$48,532.92	
m.	2	EA	14" Isolation Valve Assembly	\$13,973.00	EA	\$16,250.00	\$16,250.00	\$13,973.00	\$13,300.00 /EA	\$17,789.00 /EA	\$23,225.00 /EA	\$46,450.00	\$15,000.00 /EA	\$30,000.00	\$16,560.38 /EA	\$33,120.76	
n.	9,405	LF	Cleanup and Testing	\$3.49	LF	\$18,810.00	\$2.00 /LF	\$18,810.00	\$2.00 /LF	\$1.80 /LF	\$2,750.00 /EA	\$25,863.75	\$1.20 /LF	\$11,286.00	\$1.13 /LF	\$10,627.65	
o.	21	EA	Wellhead Assembly	\$661.25	EA	\$13,886.25	\$1,500.00 /EA	\$13,886.25	\$1,600.00 /EA	\$1,297.00 /EA	\$2,135.00 /EA	\$4,835.00	\$2,350.00 /EA	\$49,350.00	\$2,625.00 /EA	\$55,125.00	
p.	2	EA	Tie-In to Existing Force Main Manholes	\$3,738.00	EA	\$1,800.00	\$900.00 /EA	\$1,800.00	\$2,200.00 /EA	\$4,517.00 /EA	\$1,700.00 /EA	\$3,400.00	\$1,250.00 /EA	\$2,500.00	\$2,944.91 /EA	\$5,889.82	
q.	1	EA	Tie-In to Existing Force Main	\$2,128.00	EA	\$850.00	\$850.00 /EA	\$2,128.00	\$1,540.00 /EA	\$1,970.00 /EA	\$3,145.00 /EA	\$3,145.00	\$1,700.00 /EA	\$1,700.00	\$1,518.72 /EA	\$1,518.72	
r.	1	EA	Tie-In to Existing 14-inch HDPE Header	\$5,348.00	EA	\$1,350.00	\$1,350.00 /EA	\$5,348.00	\$3,100.00 /EA	\$3,113.00 /EA	\$2,165.00 /EA	\$2,165.00	\$1,700.00 /EA	\$1,700.00	\$6,658.19 /EA	\$6,658.19	
s.	1	EA	Tie-In to Existing 2-inch HDPE Air Line	\$1,927.88	EA	\$600.00	\$600.00 /EA	\$1,927.88	\$360.00 /EA	\$1,329.00 /EA	\$1,595.00 /EA	\$1,595.00	\$650.00 /EA	\$650.00	\$2,330.75 /EA	\$2,330.75	
ITEM 11- CASH ALLOWANCES																	
a.	CONSTRUCTION VERIFICATION SURVEYING					\$12,000.00		\$12,000.00				\$12,000.00		\$12,000.00		\$12,000.00	
b.	ENGINEER'S FIELD OFFICE EQUIPMENT					\$5,000.00		\$5,000.00				\$5,000.00		\$5,000.00		\$5,000.00	
c.	LANDFILL GAS SYSTEM PLANT IMPROVEMENTS					\$500,000.00		\$500,000.00				\$500,000.00		\$500,000.00		\$500,000.00	
d.	TRUCK WASH AND ASSOCIATED SITE IMPROVEMENTS					\$500,000.00		\$500,000.00				\$500,000.00		\$500,000.00		\$500,000.00	
e.	CONSTRUCTION VERIFICATION SERVICES					\$400,000.00		\$400,000.00				\$400,000.00		\$400,000.00		\$400,000.00	
ADDITIONAL WORK IF ORDERED BY THE ENGINEER																	
ITEM 12- REMOVAL OF UNSUITABLE MATERIAL AND REPLACEMENT WITH																	
a.	5,000	CY	Suitable Earth Material	\$2.50	CY	\$5,000.00	\$1.00 /CY	\$5,000.00	\$4.75 /CY	\$5.00 /CY	\$5.95 /CY	\$29,750.00	\$10.00 /CY	\$50,000.00	\$11.22 /CY	\$55,100.00	
b.	500	CY	Crushed Stone	\$19,825.00	CY	\$17,500.00	\$35.00 /CY	\$17,500.00	\$20.00 /CY	\$49.00 /CY	\$41.00 /CY	\$20,500.00	\$40.00 /CY	\$20,000.00	\$41.22 /CY	\$20,610.00	
ITEM 13- TRENCH STABILIZATION																	
a.	100	CY	In Addition to Specified Bedding	\$42.65	CY	\$3,600.00	\$36.00 /CY	\$3,600.00	\$30.00 /CY	\$40.00 /CY	\$39.00 /CY	\$3,900.00	\$42.00 /CY	\$4,200.00	\$36.55 /CY	\$3,655.00	
ITEM 14- STORM DRAINAGE SYSTEM																	
a.	500	LF	Perforated 6-inch Pipe Underdrain	\$23.23	LF	\$14,000.00	\$28.00 /LF	\$14,000.00	\$29.25 /LF	\$28.00 /LF	\$30.00 /LF	\$15,000.00	\$19.00 /LF	\$9,500.00	\$40.79 /LF	\$20,395.00	
BASE PROPOSAL TOTAL, ITEMS 1 THROUGH 14 , INCLUSIVE, THE AMOUNT OF:				\$12,381,966.78		\$10,752,679.00		\$8,925,008.00		\$10,497,925.37		\$12,486,647.50		\$15,053,076.25		\$11,536,523.34	
As Written on bid form by Proposer				\$12,381,966.78		\$10,752,679.00		\$8,925,008.00		\$10,497,926.27		\$12,486,647.50		\$15,053,076.25		\$11,536,523.34	
* Indicates mathematical error corrected																	

Attachment number 1
Page 2 of 2



7 East Congress Street
Suite 801
Savannah, GA 31401
912.236.3471
www.atlcc.net

December 1, 2008

Mr. Mark Johnson
Augusta Richmond County
4330 Deans Bridge Road
Blythe, Georgia 30805

RE: **CBP Proposal – Tab VI Items**
Deans Bridge Road MSW Landfill
Phase 3, Stage 2, Cell 1 Construction and Stage 1, Cell 1 GCCS
RFP # 08-182

Dear Mr. Johnson,

As part of their proposal for the referenced project, Cooper Barnette and Page, Inc. (CBP) identified several potential project enhancements. We have completed our review of these items and also discussed each in detail with Bruce Page of CBP during a November 12, 2008 meeting as well as several subsequent telephone conversations. The purpose of this letter is to clarify the intent and impact of each item as noted below. Should the City award the contract to CBP, the following items would be added to Appendix C as well as other pertinent areas of the Contract Documents.

1. CBP agrees to construct a roadbed and adjacent ditch on the north and west side of Phase 2C at the approximate elevation of the anchor trench at the same unit rates for excavation and structural fill as identified in the proposal. No additional costs will be allowed for additional clearing or grubbing. The total expected addition to the contract would be approximately \$127,500 (150,000 CY of structural fill at \$0.85 per CY)
2. Stockpiling of clay that could be used for future closure of Phase 2C can be accomplished below pond B, above Phase 3, Stage 1, Cell 2A or adjacent to Phase 2C at no additional cost to the project. The only material to be stockpiled here will be as approved by the construction administrator.
3. CBP has agreed to a project credit of \$0.22 per SF for 18" select backfill and \$0.08 per SF of 6-inch sub base for areas that do not require bentonite admixing or additional excavation beyond the project limits.
4. CBP has agreed to construct a safety berm at the Sherriff's range at no additional project costs.

December 1, 2008
Page 2 of 2



5. Because the quantity of fill material to be placed in stockpile A is assumed to be less than the allowed amount per the bid documents, the excavation unit rate will be revised to \$1.88 per CY. Additionally, CBP has agreed to a unit rate for placement of excavation materials in stockpile area C of \$2.73 per CY. Given a potential additional 1,300,000 CY to stockpile area C, the additional project cost could be \$1,200,000.
6. Given items 1, 3 and 6 above, we recommend an additional \$5,000 be added to Cash Allowance item 11.a of Appendix C.

Based on these items, the potential total additional contract amount could be \$1,332,500. Please call if you have any questions or need additional information.

Sincerely,

ATLANTIC COAST CONSULTING, INC.

A handwritten signature in blue ink, appearing to read 'Robert Brown', is written over the printed name.

Robert Brown, P.E.
Project Manager
cc: file

Request for Proposal

Sealed proposals will be received at this office until 3:00 p.m., Wednesday, October 8, 2008

RFP Item #08-182 Phase III Stage 2 Cell 1 Landfill Construction for Solid Waste Department

Proposals 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

Proposal documents may be examined at the office of the Augusta, GA Procurement Department, 530 Greene Street – Room 605, Augusta, GA 30901. **Plans and specifications for the project can be made available upon request to Augusta Blue Print. The fees for the plans and specifications which are non-refundable is \$300.00**

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, August 28, 2008. 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-Proposal Conference will be held on Friday, September 19, 2008 @ 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 Tuesday, September 23, 2008 by 3:00 p.m.

No Proposal 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 submitting due to an incomplete RFP submission shall have the right to appeal to the appropriate committee of the Augusta Commission. Please mark RFP number on the outside of the envelope.

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle August 28, September 4, 11, 18, 2008
Metro Courier September 3, 2008

cc: Tameka Allen Interim Deputy Administrator
 Mark Johnson Solid Waste
 Lori Vidette Solid Waste

RFP Item #08-182

Phase 3 Stage 2 Cell 1 Landfill

City of Augusta Solid Waste Department

RFP Opening Date: Wednesday, October 15, 2008 @ 3:00 p.m.

Vendors:	Richardson Const. Co P. O. Box 3528 Columbia, SC 29203	PEED Bros. Inc. P. O. Box 398 Butler, GA 31006	Thalle Construction 900 NC 86N Hillsborough, NC 27278	Cooper Barnett & Page 1928 Executive Pk Dr Statham, GA 30666	Glover Construction P. O. Box 40 Pleasant Hill, NC 27866	Malphrus Const. 30 Redoaks Lane Ridgeland, SC	Astra Group 300 Chunhill Ct Woodstock, GA 30180
Original and four (4) copies		YES	YES	YES	NON-COMPLIANT DID NOT SUBMIT UTILITY CONTRACTORS LICENSE		YES
Addendums		YES	YES	YES			YES
Proposal Affidavit		YES	YES	YES			YES
Proposal Bond		YES	YES	YES			YES
Conflict of Interest Form		YES	YES	YES			YES
Contractor Affidavit and Agreement		YES	YES	YES			YES
Subcontract Affidavit		YES	YES	YES			YES
LSB Statement of Non- discrimination		YES	YES	YES			YES
LSB Good Faith Efforts		YES	YES	YES			YES
LSB Subcontractor/Supplier Utilization Plan		YES	YES	YES			YES
Utility Contractors License		YES	YES	YES			YES
Partnership Certificate		YES	YES	YES			YES
Corporate Certificate		YES	YES	YES			YES
Non-Collusion Affidavit of Prime Bidder		YES	YES	YES			YES
Non-Collusion Affidavit of Subcontractor		YES	YES	YES			YES
Pre-Award Oath							

Vendors:	Jax Utilities Mgt. 8812 Acton Ave Jacksonville, FL 32211	Graham Bros. Const. 1103 Hwy. 29 South Dublin, GA 31027	R. B. Baker Const. 100 Morgan Ind Savannah, GA 31408	Phillips & Jordan 2100 Fairfax Rd Suite 101D Greensboro, NC 27407	Southeast Env. Const. 5667 Val Del Rd. Hahira, GA 31632	Morgan Corp. 1800 East Main St. Duncan, SC 29334	Wright Bros. Const. 1500 Lauderdale Mem. Hwy. Charleston, TN 37310
Original and four (4) copies			YES			YES	YES
Addendums			YES			YES	YES
Proposal Affidavit			YES			YES	YES
Proposal Bond			YES			YES	YES
Conflict of Interest Form			YES			YES	YES
Contractor Affidavit and Agreement			YES			YES	YES
Subcontract Affidavit			YES			YES	YES
LSB Statement of Non- discrimination			YES			YES	YES
LSB Good Faith Efforts			YES			YES	YES
LSB Subcontractor/Supplier Utilization Plan			YES			YES	YES
Utility Contractors License			YES			YES	YES
Partnership Certificate			YES			YES	YES
Corporate Certificate			YES			YES	YES
Non-Collusion Affidavit of Prime Bidder			YES			YES	YES
Non-Collusion Affidavit of Subcontractor			YES			YES	YES
Pre-Award Oath							

Vendors:	Bul-Hed Corp. P. O. Box 1301 Mulberry, FL 33860	T & K Const. 235 County Rd 1242 Vinemont, AL 35179	Mabus Bros Cont 920 Molly Pond Rd Augusta, GA 30901				
Original and four (4) copies			NON-COMPLIANT DID NOT SUBMIT				
Addendums			UTILITY CONTRACTORS				
Proposal Affidavit			LICENSE &				
Proposal Bond			NON-COLLUSION				
Conflict of Interest Form			AFFIDAVIT OF				
Contractor Affidavit and Agreement			SUBCONTRACTOR				
Subcontract Affidavit							
LSB Statement of Non- discrimination							
LSB Good Faith Efforts							
LSB Subcontractor/Supplier Utilization Plan							
Utility Contractors License							
Partnership Certificate							
Corporate Certificate							
Non-Collusion Affidavit of Prime Bidder							
Non-Collusion Affidavid of Subcontractor							
Pre-Award Oath							

TABLE 2
AUGUSTA - RICHMOND COUNTY
DEANS BRIDGE ROAD MSW LANDFILL
PHASE 3, STAGE 2, CELL 1
RFP # 08-182
PROPOSAL RANKING

SUMMARY

Contractor	Criteria (total points possible for each)					Total
	Cost (10 points)	Experience & Capacity (35 points)	Client References for Similar work (25 points)	Schedule (15 points)	Acceptance of Conditions (15 points)	
Astra	10	11	7	12	9	50
Cooper Barnette & Page	8	33	25	11	15	93
Morgan Corporation	3	30	21	9	5	69
Peed Brothers	6	25	15	12	15	73
RB Baker	6	30	25	10	15	86
Thalle Construction	8	25	13	15	15	76
Wright Brothers	7	27	22	12	15	83

Notes:

Cost scoring calculations: Variance from low price is (bid amount minus low bid) divided by low bid. Score is (1-variance) multiplied by 10.
Experience & Capacity scoring: Sum of all scores divided by number of scorers

12/2/2008

TABLE 2
AUGUSTA - RICHMOND COUNTY
DEANS BRIDGE ROAD MSW LANDFILL
PHASE 3, STAGE 2, CELL 1
RFP # 08-182
PROPOSAL RANKING
Client refernces scoring: Sum of all scores divided by number of scorers
Schedule scoring: Sum of all scores divided by number of scorers
Acceptance scoring: Sum of all scores divided by number of scorers

12/2/2008

Mandatory Pre-Bid Meeting
RFP Item #08-182
Phase 3 Stage 2 Cell 1 Landfill
For The City of Augusta - Solid Waste Department
Friday, September 19, 2008 at 10:00 a.m.

PLEASE PRINT

NAME	COMPANY/DEPT.	ADDRESS/CITY/STATE/ZIP CODE	TELEPHONE NUMBER	FAX NUMBER	Prime/Sub/
1. Ronnie Hedrick	BUL-HED CORPORATION	P.O. Box 1301 MULBERRY, FL 33860	(863) 804-0044	(863) 804-0055	P
2. Bobby Richardson	Richardson Const Co	P.O. Box 3528 Col - S.C. 29203	803 7869791	803 7351581	P
3. Charles Lance	PERED Bros Inc	P.O. Box 398 Buxton GA 31006	478- 862-5238	478- 862-5239	P
4. STEVE CHAFFIN B. DAVEPORT	JAY UTILITIES MANAGEMENT INC	8812 ALTON AVE JACKSONVILLE FL 32211	(904) 855-0111	904 855-0117	P
5. Terry WALKER	Glover Construction Co	P.O. Box 410 Pleasant Hill NC 27866	252 536-2660	252 536-4600	P
6. Fred Morin	Thalle Construction	900 NC 86 N Hillsborough NC 27278	919 245 1440	919 245 1516	P
7. Tech Ward	ASTRA Group Inc	300 O'Hanlon Ct Woodstock GA 30180	770-942-9300	678-494 8601	P
Tim North	Garito & Gearig Bros. Const.	P.O. Box 2684 Evans GA 30809	706 860-5981	706 860-9639	S
9. Carlos Sanchez	Malphrus Construc- tion	30 Red Oaks Lane Ridgeland, S.C.	843- 379-5700	843 379-5777	P.
10. Gary McClure	Cooper, Barnett & Page	1928 Executive Park Dr Statham GA 30666	770 725-4100	770 725-6090	P
11. Jamie Jenkins	TEK Construction	235 County Road 1242 Vinemont, AL 35179	(256) 734-1661	(256) 734-4977	P
12. Jeff Cooper	Mabus Bros Const Co Inc.	920 Molly Pond Rd. Augusta, GA 30901	(706) 722-8941	(706) 722-7521	P

Mandatory Pre-Bid Meeting
RFP Item #08-182
Phase 3 Stage 2 Cell 1 Landfill
For The City of Augusta - Solid Waste Department
Friday, September 19, 2008 at 10:00 a.m.

PLEASE PRINT

NAME	COMPANY/DEPT.	ADDRESS/CITY/STATE/ZIP CODE	TELEPHONE NUMBER	FAX NUMBER	Prime/Sub/
1. SEAN COLLINS	GRAHAM BROS. CONST.	1103 HWY 29 South East Dublin, GA 31027	478-262-7591	478-396-1489	Prime
2. Scott Newman Henry Clausen	RB Baker	100 Morgan Industrial Savannah, GA 31408	912 964 6513	912 964 6531	Prime
3. Bruce Sekaly	Phillips & Jordan	2100 Fairfax Rd S.W. Gainesville, NC 27407	336 478 0265	336 478 0269	Prime
4. JASON RAINWATER	Phillips & Jordan	4480 Commerce Dr. Suite B, Buford, GA 30518	470 831 5765	770 831 5841	Prime
5. STEVE DEKES	ISCO INDUSTRIES	4972 NEW PARK LANE Acworth, GA 30101	404-290-8839	502-238 8110	Sub
6. Randy BRAOS HAW	SEC Southwest Env. Cont.	5667 VAL DEL RD Mableton, GA 31632	229-794-3330	229-794-3332	Prime
7. Ben Casselman	Lee Supply	723 Beckley CT Lexington SC 29072	803 476 7348	803 808 6845	Supplier
8. Bill Smola	Environmental Services	508 D Old Lexington Hwy Chapin, SC 29036	803 816 4203	803 816 4205	Sub
9. Lee Barnett	Cooper Barnett Page. Inc	1928 Executive Park Dr Savannah, GA 30666	770-725-4100	770-725-6090	Prime
10. BOB MINA	MORGAN CORP.	1800 EAST MAIN ST DUNCAN, SC 29374	864-423-8800	864-423-8808	Prime
11. EALAN THOMPSON, JR	ENVIRONMENTAL Specialties Int.	508 D Old Lexington Hwy Chapin, SC 29036	803-816-4202	803-816-4205	Sub.
12.					

Mandatory Pre-Bid Meeting
RFP Item #08-182Phase 3 Stage 2 Cell 1 Landfill
For The City of Augusta - Solid Waste Department
Friday, September 19, 2008 at 10:00 a.m.

PLEASE PRINT

NAME	COMPANY/DEPT.	ADDRESS/CITY/STATE/ZIP CODE	TELEPHONE NUMBER	FAX NUMBER	Prime/Sub/
1. Gary Williams	DBE	501 Greene St Augusta, GA	706 801-2406	706 821-4228	
2. Wendell Marlar	Wright Bros. Const Wright Bros. Const.	1500 Lauderdale Memorial Hwy Charleston TN 37310	423 423 791-1486	1123 336-2079	
3. Allen Owens	Wright Bros. Const.	P.O. Box 437 1500 Lauderdale Mem. Hwy Charleston TN 37310	423 791-1486	423 336-2079	Princ.
4. Robert Brown	ACC	7 E Congress St Ste B01 Sav 31410	912-236, 3471	912, 236 3472	Eng.
5. Sheila Paulk	Procurement		706 821-4251	706 821-2811	
6. Phyllis Mills	Procurement		706 821-2885	706 821-2811	
7. MARK Johnson	Solid Waste		706 - 592-3200		
8. Darrell White	Procurement		706 821-2423	706 821-2811	
9.					
10.					
11.					
12.					

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** RFP-08-182-0-2008/PJM**Bid Name** Phase III Stage 2 Cell 1 Landfill Construction

1 Document(s) found for this bid

18 Planholder(s) found.

[Add Planholder](#)

Supplier Name ▲	Phone	Fax	Doc Count	Attributes	Programs	Actions
Construction Journal, Ltd.	8007855165	8005817204	1			Documents
Diversified Industries	2294466696	2294464493	1	1. African American Owned 2. Small Business 3. Veteran Owned		Documents
Duratek Precast Technologies, Inc.	3527965944	3527965933	1			Documents
Erosion Control Systems	3525699191	3527937199	1	1. Woman Owned		Documents
Ferguson Industrial Plastics	3179250389	3179250755	1			Documents
Final Touch Excavating Inc.	7637465400	7634132853	1			Documents
General Contracting Services, Inc.	9416972047	9416977306	1	1. Small Business		Documents
Ground Breakers Excavation	8654509100	8654509102	1			Documents
HydroSpec, Inc	6787940880	7703453879	1			Documents
ISCO Industries	8003454726	5022388110	1			Documents

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Organization:

City of Augusta, GA (Augusta Commission)

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Planholders List

Member Name City of Augusta, GA (Augusta Commission)**Bid Number** RFP-08-182-0-2008/PJM**Bid Name** Phase III Stage 2 Cell 1 Landfill Construction

1 Document(s) found for this bid

18 Planholder(s) found.

[Add Planholder](#)

Supplier Name 	Phone	Fax	Doc Count	Attributes	Programs	Actions
McGraw-Hill Construction Dodge	2399392525	2399392331	1			Documents
Prince Contracting, LLC	9417227707	9417224641	1			Documents
Reed Construction Data	8009018687	8775633534	1			Documents
Robert M. Anderson, Inc.	7703851179	7703851182	1			Documents
Santis Engineering	3218686340	3218686341	1	1. Small Business		Documents
The Jones Company of South Florida	9545837300	9545837622	1	1. African American Owned 2. Small Business 3. Woman Owned		Documents
Watersaver Company, Inc.	3032891818	3032891818	1			Documents
WRSCompass	8505319860	8505319866	1			Documents

Page 2 of 2 [first](#) | [previous](#) | [next](#) | [last](#)Format for Printing No [Search](#)[<< Return](#)[Export to Excel](#)DemandStar is a product of [Onvia, Inc.](#) (c) 1997-2008. All rights reserved. | [Terms of Use](#) | [Privacy](#)

FYI: Process regarding Request for Proposals

§ 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

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



**Engineering Services Committee Meeting
12/8/2008 12:40 PM
Condemnation - 50202 Horsepen SS Phase 2 3840 New Karleen Road**

Department: Attorney

Caption: Motion to authorize condemnation to acquire title of a portion of property for permanent and temporary easements for the AUD 50202 Horsepen Sanitary Sewer, Phase 2 Project, Parcel 13, Tax Map 139-0, Parcel 141, 3840 New Karleen Road.

Background: The City has been unable to reach an agreement with the owners. In order to proceed and avoid further delays, it is necessary to condemn a portion of subject property. The required property consists of a total of 3,083 square feet of permanent utility and maintenance easement (2,083 sq. ft) and a temporary construction easement (1,000 sq. ft.). The appraised value of the required property is \$546.00.

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.

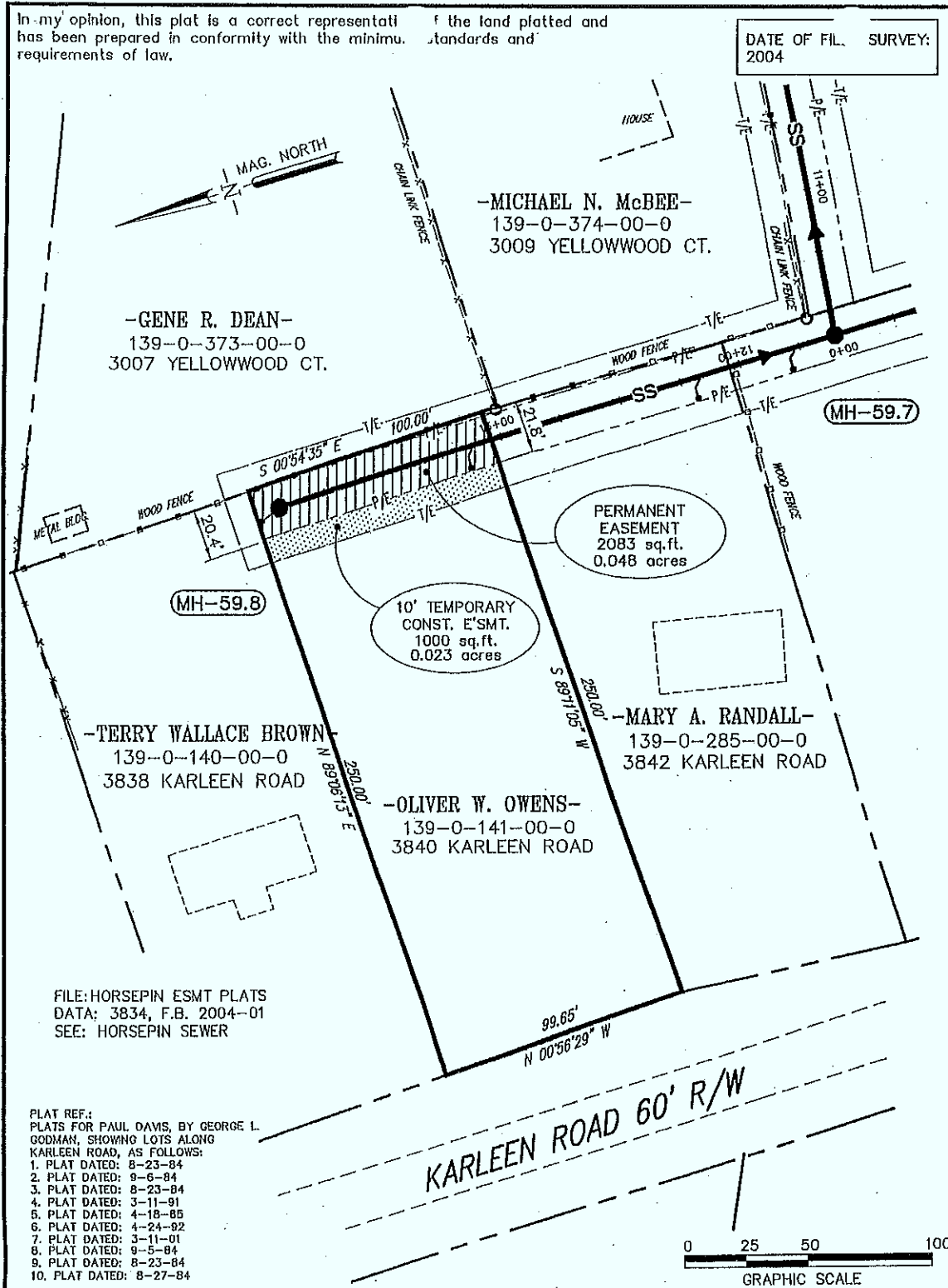
Recommendation: Approve condemnation.

Funds are Available in the Following Accounts: 50202 Horsepen Sanitary Sewer, Phase 2 510043420-5411120/80250202-5411120

REVIEWED AND APPROVED BY:

**Law.
Administrator.
Clerk of Commission**

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.



- PLAT REF.:
PLATS FOR PAUL DAMS, BY GEORGE L. GODMAN, SHOWING LOTS ALONG KARLEEN ROAD, AS FOLLOWS:
1. PLAT DATED: 8-23-84
 2. PLAT DATED: 9-6-84
 3. PLAT DATED: 8-23-84
 4. PLAT DATED: 3-11-91
 5. PLAT DATED: 4-18-85
 6. PLAT DATED: 4-24-92
 7. PLAT DATED: 3-11-01
 8. PLAT DATED: 9-5-84
 9. PLAT DATED: 8-23-84
 10. PLAT DATED: 8-27-84

**EASEMENT PLAT
FOR:**

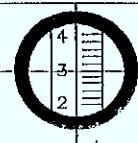
AUGUSTA COMMISSION
HORSEPEN PHASE 2 SEWER COLLECTION SYSTEM
HORSEPEN BRANCH BASIN - PROJECT NO. 60202

Scale: 1" = 50'

Date: 02-11-2005

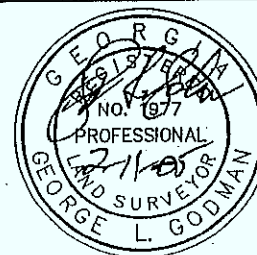
Description: PROPERTY LOCATED IN THE 86th G.M.D.

COUNTY OF: RICHMOND STATE OF: GEORGIA



GEORGE L. GODMAN & ASSOCIATES

GEORGIA REGISTERED LAND SURVEYOR 1977
SOUTH CAROLINA REGISTERED LAND SURVEYOR 6268
1280 MERRY STREET 30904
AUGUSTA, GEORGIA 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

12/8/2008 12:40 PM

Condemnation - Alexander Drive - 1035 Alexander Drive, Century Hills Partners

Department: Attorney

Caption: Motion to authorize condemnation to acquire title of a portion of property for right-of-way and permanent easement on the Alexander Drive Project Parcel 34, Tax Map 013, Parcel 001.

Background: The City has been unable to reach an agreement with the owner to purchase the required right-of-way and permanent easement. In order to proceed and avoid further delays, it is necessary to condemn a portion of subject property. The required property consists of 0.113 acre (4938.09 sq. ft.) of right-of-way; 0.170 acre (7,390.18 sq. ft.) of permanent easement. The appraised value of the right-of-way and permanent easement is \$57,000.00.

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: 323041110 - 5411120 296823215 - 5411120

REVIEWED AND APPROVED BY:

**Law.
Administrator.
Clerk of Commission**



**Engineering Services Committee Meeting
12/8/2008 12:40 PM
Condemnation - Alexander Drive Project Parcel 51 2815 Brickrun Way**

Department: Attorney

Caption: Motion to authorize condemnation to acquire title of a portion of property for right-of-way and a permanent easement for the Alexander Drive Project, Parcel 51, Tax Map 013-1, Parcel 252, 2815 Brickrun Way.

Background: The City has been unable to reach an agreement with the owners. In order to proceed and avoid further delays, it is necessary to condemn a portion of subject property. The required property consists of 0.011 acre (479.98 sq. ft.) of right-of-way and 0.005 acre (209.97 sq. feet) of permanent easement. The appraised value is \$28,700.00.

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

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

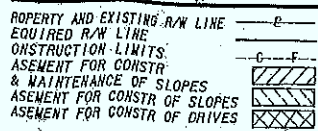
Alternatives: Deny condemnation.

Recommendation: Approve condemnation.

Funds are Available in the Following Accounts: 323041110 - 5411120 296823215 - 5411120

REVIEWED AND APPROVED BY:

**Law.
Administrator.
Clerk of Commission**



BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS.....
REQ'D R/W & LIMIT OF ACCESS.....

SCALE IN FEET

0 20 40 60 80



DATE	REVISIONS
01-31-01	REVISED EASEMENT & R/W FOR PARCELS 031, 034, 035

[illegible]

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP
PROJECT NO.: STP-0001-00(794)
COUNTY: RICHMOND
LAND LOT: N/A
*LAND DISTRICT: N/A

PARCEL 000 R/W REQ'D R/W K06113				PARCEL 002 R/W REQ'D R/W K06115				PARCEL 001 R/W REQ'D R/W K06117				PARCEL 006 R/W REQ'D R/W K06119			
PNT	OFFSET/DIST	STATION/BEARING	ALIGNMENT	PNT	OFFSET/DIST	STATION/BEARING	ALIGNMENT	PNT	OFFSET/DIST	STATION/BEARING	ALIGNMENT	PNT	OFFSET/DIST	STATION/BEARING	ALIGNMENT
KC50287	65.00 L	22+30.73	MAINLINE	KC50285	65.00 L	22+78.73	MAINLINE	KC50283	65.00 L	23+24.73	MAINLINE	KC50281	65.00 L	23+68.73	MAINLINE
KC50286	65.00 L	N 24°44'47.6" E	MAINLINE	KC50284	65.00 L	N 24°44'28.6" E	MAINLINE	KC50282	65.00 L	N 24°44'47.6" E	MAINLINE	KC50280	65.00 L	N 24°44'47.6" E	MAINLINE
KC50293	22.39 S	S 65°58'37.9" E	MAINLINE	KC50295	22.43 S	S 65°58'51.5" E	MAINLINE	KC50297	21.81 S	S 65°58'32.0" E	MAINLINE	KC50299	43.64 L	S 65°58'32.0" E	MAINLINE
KC50292	42.01 L	S 24°03'44.1" W	MAINLINE	KC50294	26.00 L	S 24°03'39.4" W	MAINLINE	KC50296	26.39 S	S 24°03'44.1" W	MAINLINE	KC50298	20.99 S	S 24°03'44.1" W	MAINLINE
KC50287	41.77 L	22+31.01	MAINLINE	KC50294	42.26 L	22+73.00	MAINLINE	KC50296	42.88 L	23+25.00	MAINLINE	KC50298	43.39 L	23+65.99	MAINLINE
KC50287	23.23 L	N 65°58'23.4" W	MAINLINE	KC50295	26.74 L	N 65°58'15.8" W	MAINLINE	KC50283	22.12 L	N 65°58'15.3" W	MAINLINE	KC50281	21.82 L	N 65°58'05.3" W	MAINLINE
KC50287	65.00 L	22+30.73	MAINLINE	KC50295	65.00 L	22+72.73	MAINLINE	KC50283	65.00 L	23+24.73	MAINLINE	KC50281	65.00 L	23+68.73	MAINLINE
REQD R/W	485.20 SF			REQD R/W	587.04 SF			REQD R/W	451.84 SF			REQD R/W	451.22 SF		
REQD R/W	0.011 ACRES			REQD R/W	0.013 ACRES			REQD R/W	0.011 ACRES			REQD R/W	0.010 ACRES		
REMAINER	1/- 0.042 ACRES			REMAINER	1/- 0.053 ACRES			REMAINER	1/- 0.042 ACRES			REMAINER	1/- 0.043 ACRES		
PARCEL 000 PERMANENT REQ'D PERM. EASW'T. K06102				PARCEL 002 PERMANENT REQ'D PERM. EASW'T. K06104				PARCEL 001 PERMANENT REQ'D PERM. EASW'T. K06106				PARCEL 006 PERMANENT REQ'D PERM. EASW'T. K06108			
PNT	OFFSET/DIST	STATION/BEARING	ALIGNMENT	PNT	OFFSET/DIST	STATION/BEARING	ALIGNMENT	PNT	OFFSET/DIST	STATION/BEARING	ALIGNMENT	PNT	OFFSET/DIST	STATION/BEARING	ALIGNMENT
KC50270	75.00 L	22+30.62	MAINLINE	KC50272	75.00 L	22+72.62	MAINLINE	KC50274	75.00 L	23+24.61	MAINLINE	KC50276	75.00 L	23+66.61	MAINLINE
KC50271	21.00 L	N 24°44'47.6" E	MAINLINE	KC50273	26.00 L	N 24°44'28.6" E	MAINLINE	KC50275	21.00 L	N 24°44'47.6" E	MAINLINE	KC50277	21.00 L	N 24°44'47.6" E	MAINLINE
KC50286	10.00 L	S 65°58'16.2" E	MAINLINE	KC50284	10.00 L	S 65°58'16.2" E	MAINLINE	KC50286	10.00 L	S 65°58'16.2" E	MAINLINE	KC50288	10.00 L	S 65°58'16.2" E	MAINLINE
KC50287	65.00 L	N 65°58'16.2" W	MAINLINE	KC50285	65.00 L	N 65°58'16.2" W	MAINLINE	KC50287	65.00 L	N 65°58'16.2" W	MAINLINE	KC50289	65.00 L	N 65°58'16.2" W	MAINLINE
KC50270	10.00 L	N 65°58'16.2" W	MAINLINE	KC50272	10.00 L	22+72.62	MAINLINE	KC50274	10.00 L	23+24.61	MAINLINE	KC50276	10.00 L	23+66.61	MAINLINE
REQD EASW'T	209.97 SF			REQD EASW'T	259.35 SF			REQD EASW'T	209.97 SF			REQD EASW'T	209.97 SF		
REQD EASW'T	0.005 ACRES			REQD EASW'T	0.006 ACRES			REQD EASW'T	0.005 ACRES			REQD EASW'T	0.005 ACRES		
PARCEL 001 R/W REQ'D R/W K06114				PARCEL 003 R/W REQ'D R/W K06116				PARCEL 005 R/W REQ'D R/W K06118				PARCEL 007 R/W REQ'D R/W K06120			
PNT	OFFSET/DIST	STATION/BEARING	ALIGNMENT	PNT	OFFSET/DIST	STATION/BEARING	ALIGNMENT	PNT	OFFSET/DIST	STATION/BEARING	ALIGNMENT	PNT	OFFSET/DIST	STATION/BEARING	ALIGNMENT
KC50286	65.00 L	22+51.73	MAINLINE	KC50284	65.00 L	22+98.73	MAINLINE	KC50282	65.00 L	23+45.73	MAINLINE	KC50279	65.00 L	24+08.73	MAINLINE
KC50285	21.00 L	N 24°44'47.6" E	MAINLINE	KC50283	26.01 L	N 24°43'55.4" E	MAINLINE	KC50281	65.00 L	N 24°44'47.6" E	MAINLINE	KC50300	43.89 L	N 24°44'47.6" E	MAINLINE
KC50294	22.74 S	S 65°58'15.8" E	MAINLINE	KC50295	26.12 L	S 65°58'15.3" E	MAINLINE	KC50290	43.39 L	S 65°58'32.0" E	MAINLINE	KC50299	20.99 S	S 24°03'44.1" W	MAINLINE
KC50293	42.26 L	S 24°03'44.1" W	MAINLINE	KC50296	26.00 L	S 24°03'39.4" W	MAINLINE	KC50297	21.00 L	S 24°03'44.1" W	MAINLINE	KC50280	43.64 L	S 24°03'44.1" W	MAINLINE
KC50292	42.01 L	22+52.01	MAINLINE	KC50295	42.57 L	22+99.00	MAINLINE	KC50296	43.13 L	23+45.99	MAINLINE	KC50281	21.37 L	N 65°58'16.2" W	MAINLINE
KC50286	22.39 S	N 65°58'37.9" W	MAINLINE	KC50284	22.43 L	N 65°58'15.8" W	MAINLINE	KC50282	65.00 L	N 65°58'16.2" W	MAINLINE	KC50279	65.00 L	N 65°58'16.2" W	MAINLINE
KC50286	65.00 L	22+51.73	MAINLINE	KC50284	65.00 L	22+98.73	MAINLINE	KC50282	65.00 L	23+45.73	MAINLINE	KC50279	65.00 L	24+08.73	MAINLINE
REQD R/W	475.58 SF			REQD R/W	579.17 SF			REQD R/W	456.83 SF			REQD R/W	445.96 SF		
REQD R/W	0.011 ACRES			REQD R/W	0.013 ACRES			REQD R/W	0.010 ACRES			REQD R/W	0.010 ACRES		
REMAINER	1/- 0.042 ACRES			REMAINER	1/- 0.053 ACRES			REMAINER	1/- 0.043 ACRES			REMAINER	1/- 0.043 ACRES		
PARCEL 001 PERMANENT REQ'D PERM. EASW'T. K06103				PARCEL 003 PERMANENT REQ'D PERM. EASW'T. K06105				PARCEL 005 PERMANENT REQ'D PERM. EASW'T. K06107				PARCEL 007 PERMANENT REQ'D PERM. EASW'T. K06109			
PNT	OFFSET/DIST	STATION/BEARING	ALIGNMENT	PNT	OFFSET/DIST	STATION/BEARING	ALIGNMENT	PNT	OFFSET/DIST	STATION/BEARING	ALIGNMENT	PNT	OFFSET/DIST	STATION/BEARING	ALIGNMENT
KC50271	75.00 L	22+51.62	MAINLINE	KC50273	75.00 L	22+98.61	MAINLINE	KC50275	75.00 L	23+45.62	MAINLINE	KC50277	75.00 L	23+87.61	MAINLINE
KC50272	21.00 L	N 24°44'47.6" E	MAINLINE	KC50274	26.00 L	N 24°44'28.6" E	MAINLINE	KC50276	21.00 L	N 24°44'47.6" E	MAINLINE	KC50278	21.00 L	N 24°44'47.6" E	MAINLINE
KC50285	10.00 L	S 65°58'16.2" E	MAINLINE	KC50283	10.00 L	S 65°58'16.2" E	MAINLINE	KC50281	10.00 L	S 65°58'16.2" E	MAINLINE	KC50279	10.00 L	S 65°58'16.2" E	MAINLINE
KC50286	65.00 L	N 65°58'16.2" W	MAINLINE	KC50284	65.00 L	N 65°58'16.2" W	MAINLINE	KC50282	65.00 L	N 65°58'16.2" W	MAINLINE	KC50280	65.00 L	N 65°58'16.2" W	MAINLINE
KC50271	75.00 L	22+51.62	MAINLINE	KC50273	75.00 L	22+98.61	MAINLINE	KC50275	75.00 L	23+45.62	MAINLINE	KC50277	75.00 L	23+87.61	MAINLINE
REQD EASW'T	209.97 SF			REQD EASW'T	259.34 SF			REQD EASW'T	209.97 SF			REQD EASW'T	209.97 SF		
REQD EASW'T	0.005 ACRES			REQD EASW'T	0.006 ACRES			REQD EASW'T	0.005 ACRES			REQD EASW'T	0.005 ACRES		



**Engineering Services Committee Meeting
12/8/2008 12:40 PM
Condemnation - AUD Horsepen Phase 2 Project - Harmon, et al**

Department: Attorney

Caption: Motion to authorize condemnation to acquire title of a portion of property for permanent and temporary easements for the AUD 50202 Horsepen Sanitary Sewer, Phase 2 Project, Tax Map 140, Parcel 212, 3748 Pinnacle Place Drive.

Background: The City has been unable to finalize the purchase due to title issues. In order to proceed and avoid further delays, it is necessary to condemn a portion of subject property. The required property consists of 1,628 square feet of permanent utility and maintenance easement and 1,629 square feet of temporary construction easement. The appraised value is \$635.00.

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: 50202 Horsepen Sanitary Sewer, Phase 2 510043420-5411120/80250202-5411120

REVIEWED AND APPROVED BY:

**Law.
Administrator.
Clerk of Commission**

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:
AUG 2, 2007.

PLAT REFERENCES:

R.R. 228, PG. 2088
R.R. 163, PG. 1828
R.R. 218, PG. 218-219
P.C. "A", SLIDE 98, PLAT "B"
R.R. 237, PG. 557
R.R. 306, PG. 314
R.R. 206, PG. 1295
R.R. 234, PG. 38



SCOTS PINE CT.

50' R/W

PINNACLE DR.

MAG. NORTH

JOHN E. LEE, III
140-0-211-00-0
3746 PINNACLE PLACE DR.

PINNACLE PROPERTIES, INC.
140-0-212-00-0
3748 PINNACLE PLACE DR.

GEORGE LEROY EDWARDS
140-0-213-00-0
3750 PINNACLE PLACE DR.

10' TEMPORARY
CONST. E'SMT.
816 sq.ft.
0.019 acres

20' PERMANENT
EASEMENT
1628 sq.ft.
0.037 acres

MH-82

10' TI
CONS
81
0.0

S 89°42'05" W
80.06'
56'
N 89°36'30" E

315.70'
S 02°28'25" E

312.93'
N 02°28'25" W

46.3'

40.00'

39.00'

SS

GEORGE L. GODMAN & ASSOCIATES

GEORGIA REGISTERED LAND SURVEYOR 1977
SOUTH CAROLINA REGISTERED LAND SURVEYOR 6268
1280 MERRY STREET
AUGUSTA, GEORGIA 30904
PHONE: (706) 738-0749

EASEMENT PLAT
FOR:

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

Description:

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

COUNTY OF:

RICHMOND

STATE OF:

GEORGIA

EQUIPMENT USED:
WILD 10C1010 TOTAL STA.

ANGULAR CLOSURE:
00°-00'-03"/STA.

TRAVERSE CLOSURE:
RADIAL TRAVERSE

ADJUSTMENT: NONE

Item # 7

Scale: 1" = 50'

Date: 09-08-2



Engineering Services Committee Meeting
12/8/2008 12:40 PM
Condemnation Alexander Drive Project 13 1085 Alexander Drive Goebelt, et al

Department: Attorney

Caption: Motion to authorize condemnation to acquire title of a portion of property for right-of-way, permanent and temporary easements for the Alexander Drive Project, Parcel 13, Tax Map 012, Parcel 75, 1085 Alexander Drive.

Background: The City has been unable to reach an agreement with the owners. In order to proceed and avoid further delays, it is necessary to condemn a portion of subject property. The required property consists of 0.066 acre (2,855.92 sq. ft.) of right-of-way, 0.091 acre (3,976.07 sq. feet) of permanent easement and one temporary driveway easement. The appraised value is \$10,200.00.

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: 323041110 - 5411120 296823215 - 5411120

REVIEWED AND APPROVED BY:

**Law.
Administrator.
Clerk of Commission**



Engineering Services Committee Meeting

12/8/2008 12:40 PM

Condemnation Alexander Drive Project Parcel 7 Tax Map 013-1, Parcel 107, 2503 Carriage Creek

Department: Attorney

Caption: Motion to authorize condemnation to acquire title of a portion of property for temporary demotion for the Alexander Drive Project, Parcel 7, Tax Map 013-1, Parcel 107, 2503 Carriage Creek, Augusta.

Background: The City has been unable to reach an agreement with the owners. In order to proceed and avoid further delays, it is necessary to condemn a portion of subject property. The required property consists of frame house; 0.111 acre (4820.80 sq. ft.) of temporary demolition easement. The appraised value is \$149,000.00.

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: 323041110 - 5411120 296823215 - 5411120

REVIEWED AND APPROVED BY:

**Law.
Administrator.
Clerk of Commission**



**Engineering Services Committee Meeting
12/8/2008 12:40 PM
Deed of Easement Dedication to the Augusta Utilities Department**

Department:	Augusta Utilities Department
Caption:	Motion to approve a Deed of Easement Dedication from Augusta, Georgia to the Augusta Utilities Department, across eleven properties within the green space corridor of Butler Creek off Phinizy Road and between Mike Padgett Highway and Peach Orchard Road.
Background:	The Augusta Utilities Department is in the process of acquiring easements for the Butler Creek Interceptor Upgrade - East, Project #60107. This project will replace the sanitary sewer pipeline from Plant Messerly to Lexington Drive. In order to construct the pipeline, AUD will need a utility corridor across eleven properties owned by Augusta, Georgia. These properties are part of what will become the trail system between Meadowbrook Elementary School and Phinizy Swamp Nature Park. They are managed, under a Conservation Easement, by the Central Savannah River Land Trust.
Analysis:	Construction of the pipeline has been discussed with the Central Savannah River Land Trust, which is joining in the granting of the Deed of Easement Dedication. The approval of the Deed is being sought so that the Deed may be recorded in the realty records of the Superior Court of Richmond County, Georgia, thereby creating a record, and history, of the pipeline this is more easily accessible to the public.
Financial Impact:	None
Alternatives:	Do not approve the Deed of Easement Dedication. Since the properties belong to Augusta, Georgia, it is not mandatory that a Deed be recorded. Information on the sanitary sewer pipeline can be obtained by viewing the design plans located in the Augusta Utilities Department.
Recommendation:	Approve the Deed of Easement Dedication from Augusta, Georgia to the Augusta Utilities Department across eleven properties within the green space corridor of Butler Creek, off Phinizy Road, and between Mike Padgett Highway and Peach Orchard Road.
Funds are Available in the Following Accounts:	511043420-5411120 80360107-5411120

REVIEWED AND APPROVED BY:

Finance.

Procurement.

Law.

Administrator.

Clerk of Commission

After recording, please return to:
The Augusta Utilities Dept.
360 Bay Street, Suite 180
Augusta, GA 30901
(706) 312-4143

**STATE OF GEORGIA
COUNTY OF RICHMOND**

DEED OF EASEMENT DEDICATION

PARCEL IDENTIFICATION NUMBER: 132-0-069-00-0	ADDRESS: Rosier Road
PARCEL IDENTIFICATION NUMBER: 132-0-070-00-0	ADDRESS: Rosier Road
PARCEL IDENTIFICATION NUMBER: 132-0-071-00-0	ADDRESS: Rosier Road
PARCEL IDENTIFICATION NUMBER: 132-0-279-00-0	ADDRESS: Peach Orchard Road
PARCEL IDENTIFICATION NUMBER: 132-0-280-00-0	ADDRESS: Peach Orchard Road
PARCEL IDENTIFICATION NUMBER: 132-0-282-00-0	ADDRESS: Peach Orchard Road
PARCEL IDENTIFICATION NUMBER: 132-3-018-00-0	ADDRESS: Windsor Spring Road
PARCEL IDENTIFICATION NUMBER: 133-3-125-00-0	ADDRESS: Peach Orchard Road
PARCEL IDENTIFICATION NUMBER: 143-0-425-00-0	ADDRESS: Tobacco Road
PARCEL IDENTIFICATION NUMBER: 144-0-021-00-0	ADDRESS: 1812 Phinizy Road
PARCEL IDENTIFICATION NUMBER: 144-0-061-01-0	ADDRESS: Peach Orchard Road

WHEREAS, Augusta, Georgia is the owner of certain tracts of land described as referenced above; and

WHEREAS, the Augusta Utilities Department desires to record Permanent Utility Easements across these tracts for the purpose of installing a sanitary sewer pipeline, said pipeline being known as the Butler Creek Interceptor Upgrade East; and

WHEREAS, Augusta desires to dedicate these easements for the use of the Augusta Utilities Department;

NOW, THEREFORE, THIS INDENTURE, made and entered into this ____ day of _____, 2008, by Augusta, Georgia, a political subdivision of the State of Georgia, hereinafter referred to as Party of the First Part, to and for the use and benefit of the Augusta Utilities Department, a department of Augusta, Georgia, as Party of the Second Part;

W I T N E S S E T H:

The Party of the First Part, in consideration of the public benefit to be derived by Augusta and its citizens and for valuable consideration, the receipt and sufficiency of which hereby acknowledged, has

granted, bargained, sold and conveyed, and be these presence does hereby grant, bargain, sell and convey unto Party of the Second Part the following tracts or parcels of land located in Augusta, Georgia:

TO WIT

132-0-069-00-0: A permanent maintenance, access and utility easement, in perpetuity, containing 8,586 square feet (0.20 acre), as shown on a plat prepared for the Augusta-Richmond County Commission, by W. R. Toole Engineers, Inc., marked "Sheet #48" and "Sheet #49", dated August 22, 2007, attached hereto and made a part hereof, to which reference is made for a more accurate and complete description of the metes, bounds and courses, and being for the purpose of accessing, laying, relaying, replacing, adding, installing, expanding, extending, operating, repairing and maintaining pipelines transporting and carrying utility services. Also, a temporary construction easement, as shown on said plat, containing 7,105 square feet (0.16 acre).

132-0-070-00-0: A permanent maintenance, access and utility easement, in perpetuity, containing 36,340 square feet (0.83 acre), as shown on a plat prepared for the Augusta-Richmond County Commission, by W. R. Toole Engineers, Inc., marked "Sheet #44," "Sheet #45," "Sheet #46," "Sheet #47," and "Sheet #48", dated August 22, 2007, attached hereto and made a part hereof, to which reference is made for a more accurate and complete description of the metes, bounds and courses, and being for the purpose of accessing, laying, relaying, replacing, adding, installing, expanding, extending, operating, repairing and maintaining pipelines transporting and carrying utility services. Also, a temporary construction easement, as shown on said plat, containing 14,549 square feet (0.33 acre).

132-0-071-00-0: A permanent maintenance, access and utility easement, in perpetuity, containing 42,517 square feet (0.98 acre), as shown on a plat prepared for the Augusta-Richmond County Commission, by W. R. Toole, Inc., marked "Sheet #40," "Sheet #41," "Sheet #42," and "Sheet #43," dated August 22, 2007, attached hereto and made a part hereof, to which reference is made for a more accurate and complete description of the metes, bounds and courses, and being for the purpose of accessing, laying, relaying, replacing, adding, installing, expanding, extending, operating, repairing and maintaining pipelines transporting and carrying utility services. Also, a temporary construction easement, as shown on said plat, containing 9,203 square feet (0.20 acre).

132-0-279-00-0: A permanent maintenance, access and utility easement, in perpetuity, containing 27,356 square feet (0.63 acre), as shown on a plat prepared for the Augusta-Richmond County

Commission, by W. R. Toole, Inc., marked "Sheet #43," and "Sheet #44," dated August 22, 2007, attached hereto and made a part hereof, to which reference is made for a more accurate and complete description of the metes, bounds and courses, and being for the purpose of accessing, laying, relaying, replacing, adding, installing, expanding, extending, operating, repairing and maintaining pipelines transporting and carrying utility services. Also, a temporary construction easement, as shown on said plat, containing 4,181 square feet (0.10 acre).

132-0-280-00-0: A permanent maintenance, access and utility easement, in perpetuity, containing 681 square feet (0.02 acre), as shown on a plat prepared for the Augusta-Richmond County Commission, by W. R. Toole, Inc., marked "Sheet #39," and "Sheet #40," dated August 22, 2007, revised August 19, 2008, attached hereto and made a part hereof, to which reference is made for a more accurate and complete description of the metes, bounds and courses, and being for the purpose of accessing, laying, relaying, replacing, adding, installing, expanding, extending, operating, repairing and maintaining pipelines transporting and carrying utility services. Also, a temporary construction easement, as shown on said plat, containing 267 square feet (0.01 acre).

132-0-282-00-0: A permanent maintenance, access and utility easement, in perpetuity, containing 12,073 square feet (0.28 acre), as shown on a plat prepared for the Augusta-Richmond County Commission, by W. R. Toole, Inc., marked "Sheet #38," and "Sheet #39," dated August 22, 2007, attached hereto and made a part hereof, to which reference is made for a more accurate and complete description of the metes, bounds and courses, and being for the purpose of accessing, laying, relaying, replacing, adding, installing, expanding, extending, operating, repairing and maintaining pipelines transporting and carrying utility services. Also, a temporary construction easement, as shown on said plat, containing 4,937 square feet (0.11 acre).

132-3-018-00-0: A permanent maintenance, access and utility easement, in perpetuity, containing 13,308 square feet (0.31 acre), as shown on a plat prepared for the Augusta-Richmond County Commission, by W. R. Toole, Inc., marked "Sheet #48," "Sheet #49," and "Sheet #50," dated August 22, 2007, attached hereto and made a part hereof, to which reference is made for a more accurate and complete description of the metes, bounds and courses, and being for the purpose of accessing, laying, relaying, replacing, adding, installing, expanding, extending, operating, repairing and maintaining

pipelines transporting and carrying utility services. Also, a temporary construction easement, as shown on said plat, containing 10,755 square feet (0.25 acre).

133-3-125-00-0: A permanent maintenance, access and utility easement, in perpetuity, containing 12,700 square feet (0.29 acre), as shown on a plat prepared for the Augusta-Richmond County Commission, by W. R. Toole, Inc., marked "Sheet #36," and "Sheet #37," dated August 22, 2007, attached hereto and made a part hereof, to which reference is made for a more accurate and complete description of the metes, bounds and courses, and being for the purpose of accessing, laying, relaying, replacing, adding, installing, expanding, extending, operating, repairing and maintaining pipelines transporting and carrying utility services. Also, a temporary construction easement, as shown on said plat, containing 4,692 square feet (0.11 acre).

143-0-425-00-0: A permanent maintenance, access and utility easement, in perpetuity, containing 3,465 square feet (0.08 acre), as shown on a plat prepared for the Augusta-Richmond County Commission, by W. R. Toole, Inc., marked "Sheet #37," and "Sheet #38," dated August 22, 2007, attached hereto and made a part hereof, to which reference is made for a more accurate and complete description of the metes, bounds and courses, and being for the purpose of accessing, laying, relaying, replacing, adding, installing, expanding, extending, operating, repairing and maintaining pipelines transporting and carrying utility services. Also, a temporary construction easement, as shown on said plat, containing 995 square feet (0.02 acre).

144-0-021-00-0: A permanent maintenance, access and utility easement, in perpetuity, containing 7,721 square feet (0.18 acre), as shown on a plat prepared for the Augusta-Richmond County Commission, by W. R. Toole Engineers, Inc., marked "Sheet #22," "Sheet #24," "Sheet #25," "Sheet #26," and "Sheet #26A", dated August 22, 2007, attached hereto and made a part hereof, to which reference is made for a more accurate and complete description of the metes, bounds and courses, and being for the purpose of accessing, laying, relaying, replacing, adding, installing, expanding, extending, operating, repairing and maintaining pipelines transporting and carrying utility services. Also, a temporary construction easement, as shown on said plat, containing 10,924 square feet (0.25 acre).

144-0-061-01-0: A permanent maintenance, access and utility easement, in perpetuity, containing 769 square feet (0.02 acre), as shown on a plat prepared for the Augusta-Richmond County Commission, by

W. R. Toole Engineers, Inc., marked "Sheet #37," dated August 22, 2007, attached hereto and made a part hereof, to which reference is made for a more accurate and complete description of the metes, bounds and courses, and being for the purpose of accessing, laying, relaying, replacing, adding, installing, expanding, extending, operating, repairing and maintaining pipelines transporting and carrying utility services. Also, a temporary construction easement, as shown on said plat, containing 1,317 square feet (0.03 acre).

THE PARTY OF THE FIRST PART does also grant unto the Party of the Second Part, its successors and assigns, the right, but not the duty, to clear, and keep clear, all trees, undergrowth and other obstructions from said permanent easements, along with the free right of ingress and egress to and from said permanent easements for all purposes stated in this instrument.

THE PARTY OF THE FIRST PART, its successors, heirs, assigns and legal representatives, after the completion of this pipeline, shall have the right to use said parcel 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 accessing, laying, relaying, adding, installing, expanding, 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 Party of the Second Part, its successors and assigns, in perpetuity.

IN WITNESS WHEREOF, the Party of the First Part causes this instrument to be executed the day and year first above written.

AUGUSTA, GEORGIA

By: _____
As its Mayor

ATTEST:

By: _____
As its Clerk

Witness

Notary Public Richmond County, Georgia

My Commission Expires: _____

(SEAL)

Comes now Central Savannah River Land Trust, Inc., who joins in the granting of this Easement Deed, to release its interest in and to the easement parcels, by virtue of a Deed of Easement Conservation, from Augusta, Georgia, to Central Savannah River Land Trust, Inc., dated September 1, 2006, and recorded in the Office of the Clerk of the Superior Court of Richmond County, Georgia, on Realty Reel 01084, Pages 0723-0734.

**CENTRAL SAVANNAH RIVER
LAND TRUST, INC.**

Witness

By: _____
Jeb Murray
As Its Chairman

ATTEST:

Notary Public
Richmond County, Georgia

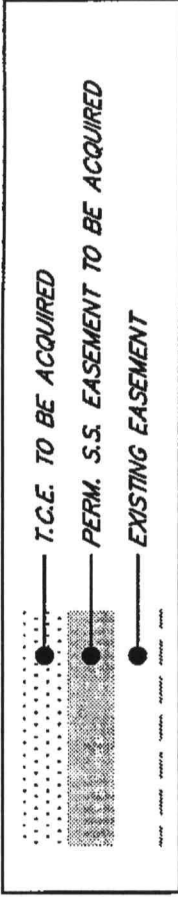
By: _____
Hazel Langrell
As Its Secretary

My Commission Expires: _____

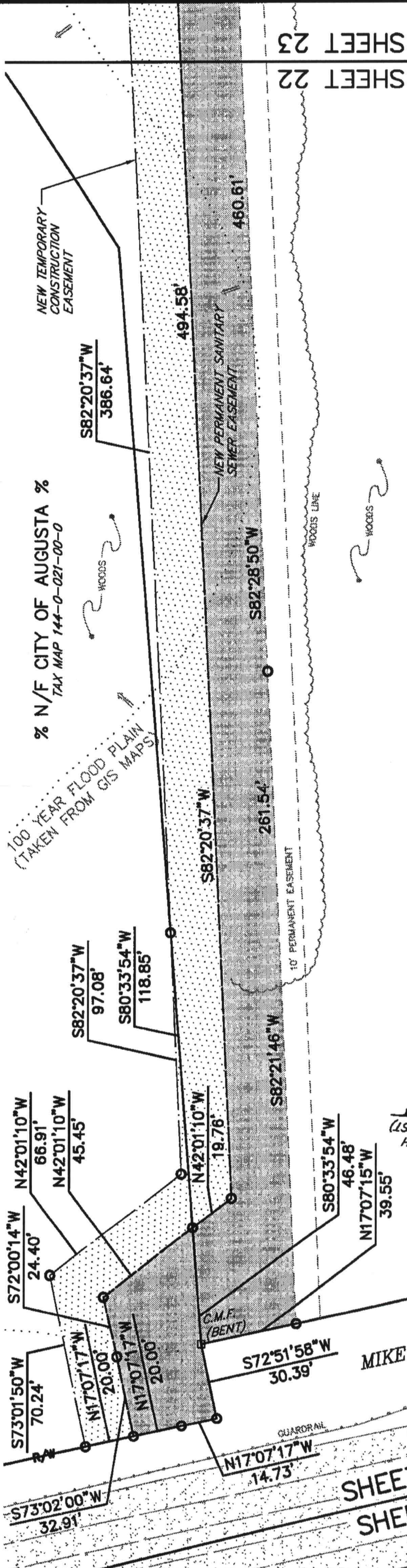
(SEAL)

PROPERTIES INFORMATION:

OWNER	TAX MAP	PARCEL	T.C.E. TO BE ACQUIRED	PERM. S.S. EASEMENT TO BE ACQUIRED
SHADOWLAND PROPERTIES, LLC	145	6	23,425 SQ. FT., 0.54 ACRES	35,675 SQ. FT., 0.82 ACRES
CITY OF AUGUSTA	144	21	10,924 SQ. FT., 0.25 ACRES	7,721 SQ. FT., 0.18 ACRES



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



SHEET 22
SHEET 23

% N/F SHADOWLAND PROPERTIES LLC %
TAX MAP 145-0-006-00-0

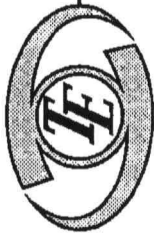
- COMPILED EASEMENT MAP FOR -
**AUGUSTA-RICHMOND
COUNTY COMMISSION**

SHOWING PROPERTY LOCATED IN 85th G.M.D., IN AUGUSTA, GEORGIA.

RICHMOND COUNTY, GEORGIA



- PREPARED BY -



W R Toole Engineers, Inc.

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Engineers • Consultants • Planners

JOB #06009ESMTS.DWG .JDR

PHINIZY ROAD - R/W VARIES

MIKE PADGETT HWY. (GA. HWY. 56)
R/W VARIES

SHEET 22
SHEET 21

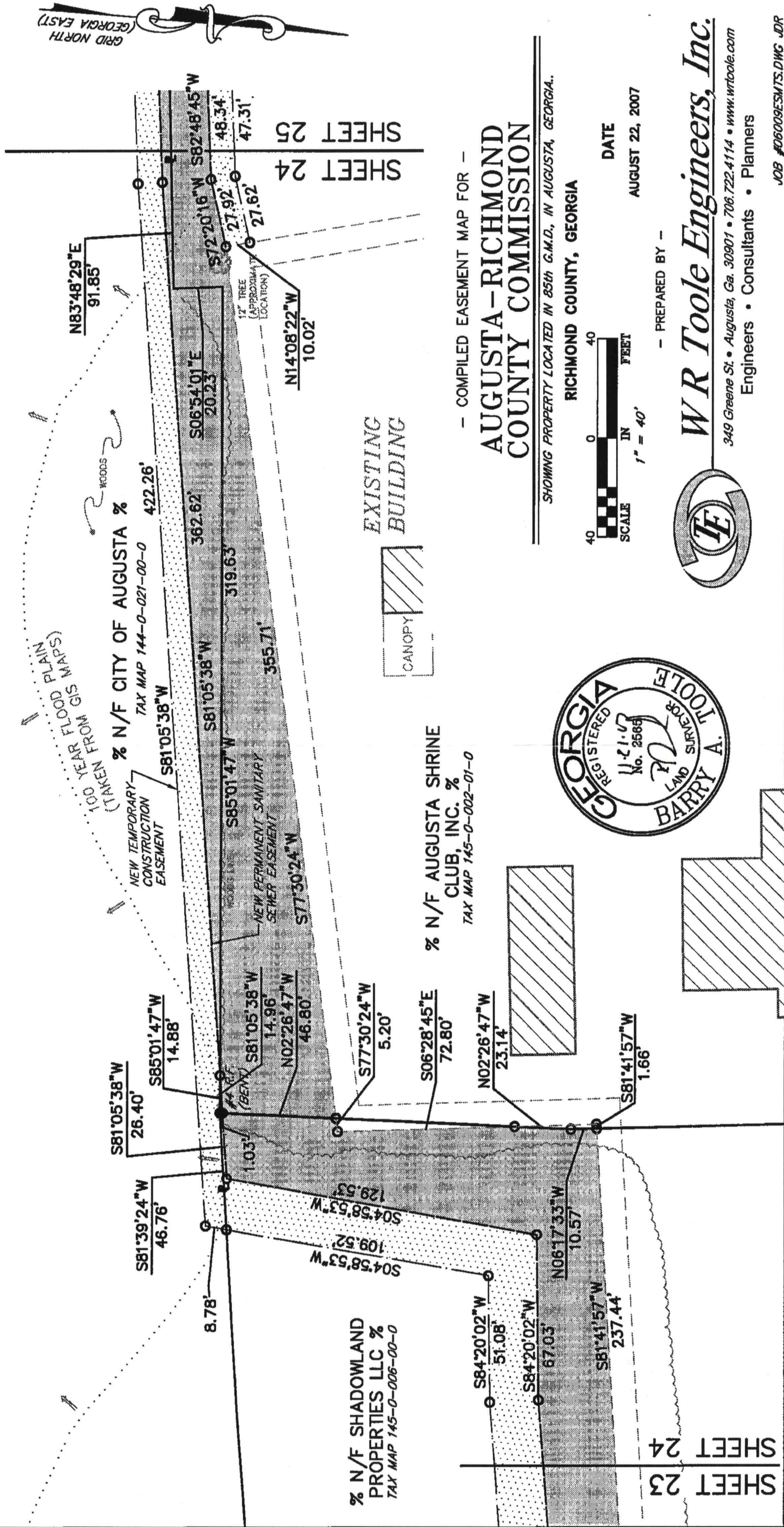
SHEET #22

PROPERTIES INFORMATION:

OWNER	TAX MAP	PARCEL	T.C.E. TO BE ACQUIRED	PERM. S.S. EASEMENT TO BE ACQUIRED
AUGUSTA SHRINE CLUB, INC.	145	2-1	764 SQ. FT., 0.02 ACRES	10,195 SQ. FT., 0.23 ACRES
SHADOWLAND PROPERTIES, LLC	145	6	23,425 SQ. FT., 0.54 ACRES	35,675 SQ. FT., 0.82 ACRES
CITY OF AUGUSTA	144	21	10,924 SQ. FT., 0.25 ACRES	7,721 SQ. FT., 0.18 ACRES

	T.C.E. TO BE ACQUIRED
	PERM. S.S. EASEMENT TO BE ACQUIRED
	EXISTING EASEMENT

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



- COMPILED EASEMENT MAP FOR -
**AUGUSTA-RICHMOND
COUNTY COMMISSION**

SHOWING PROPERTY LOCATED IN 85th G.M.D., IN AUGUSTA, GEORGIA.

RICHMOND COUNTY, GEORGIA



DATE
AUGUST 22, 2007

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SHEET #24

SHEET 23
SHEET 24

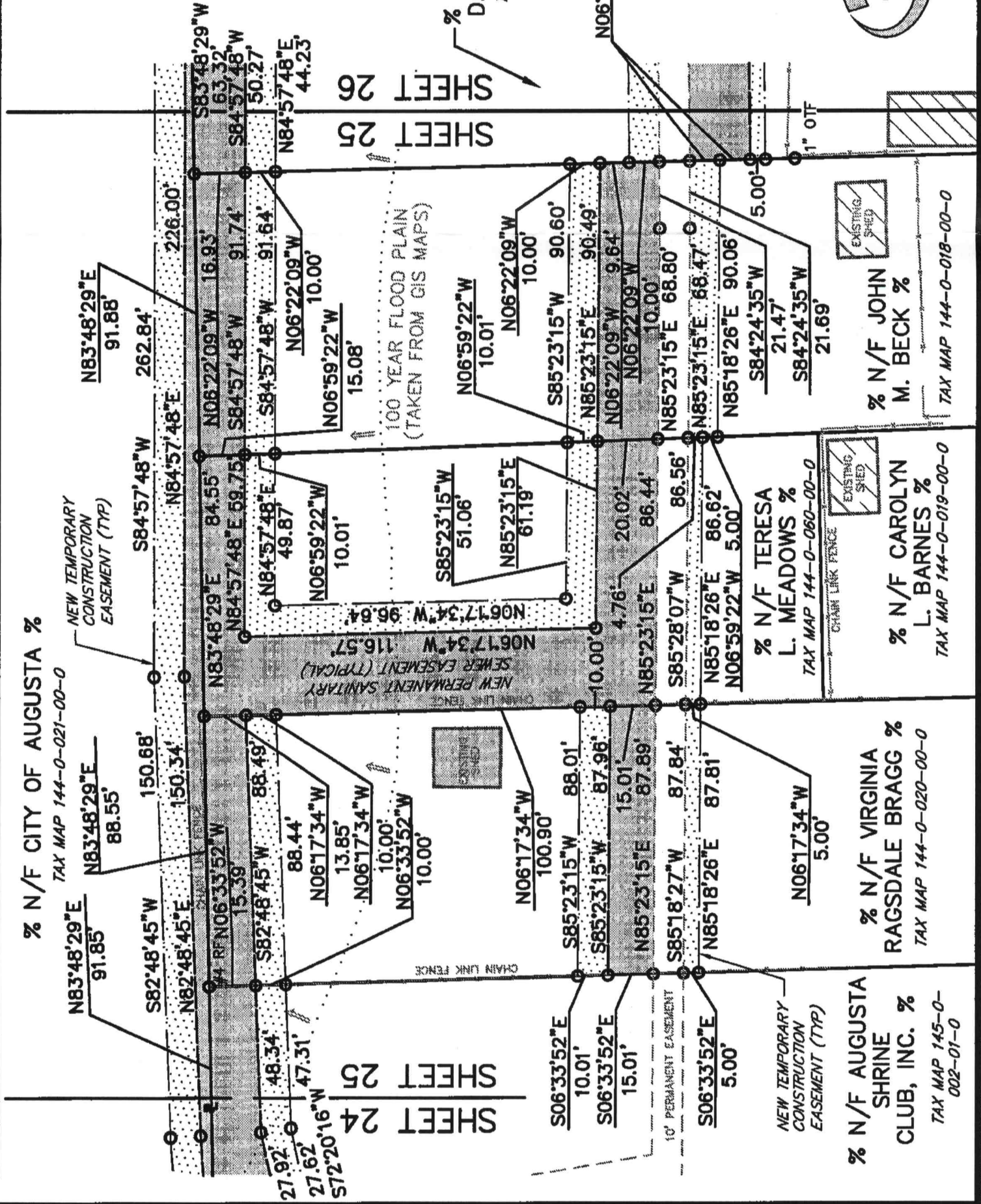
PROPERTIES INFORMATION:

OWNER	TAX MAP	PARCEL	T.C.E. TO BE ACQUIRED	PERM. S.S. EASEMENT TO BE ACQUIRED
AUGUSTA SHRINE CLUB, INC.	145	2-1	764 SQ. FT., 0.02 ACRES	10,195 SQ. FT., 0.23 ACRES
CITY OF AUGUSTA	144	21	10,924 SQ. FT., 0.25 ACRES	7,721 SQ. FT., 0.18 ACRES
VIRGINIA RAGSDALE BRAGG	144	20	2,204 SQ. FT., 0.05 ACRES	2,613 SQ. FT., 0.06 ACRES
TERESA L. MEADOWS	144	60	2,598 SQ. FT., 0.06 ACRES	5,843 SQ. FT., 0.13 ACRES
JOHN M. BECK	144	18	2,700 SQ. FT., 0.06 ACRES	3,273 SQ. FT., 0.08 ACRES
VALERIE D. THOMAS	144	17	2,698 SQ. FT., 0.06 ACRES	2,981 SQ. FT., 0.07 ACRES

% N/F CITY OF AUGUSTA %

TAX MAP 144-0-021-00-0

NEW TEMPORARY
CONSTRUCTION
EASEMENT (TYP)



GRID NORTH
(GEORGIA EAST)



- COMPILED EASEMENT MAP FOR -
**AUGUSTA-RICHMOND
COUNTY COMMISSION**

SHOWING PROPERTY LOCATED IN 85th G.M.D., IN AUGUSTA, GEORGIA.

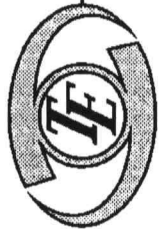
RICHMOND COUNTY, GEORGIA



DATE

AUGUST 22, 2007

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SHEET #25

PROPERTIES INFORMATION:

OWNER	TAX MAP	PARCEL	T.C.E. TO BE ACQUIRED	PERM. S.S. EASEMENT TO BE ACQUIRED
CITY OF AUGUSTA	144	21	10,924 SQ. FT., 0.25 ACRES	7,721 SQ. FT., 0.18 ACRES
LAWRENCE AT BUTLER CREEK, LLC	144	33-3	27,349 SQ. FT., 0.63 ACRES	10,953 SQ. FT., 0.25 ACRES
VALERIE D. THOMAS	144	17	2,698 SQ. FT., 0.06 ACRES	2,981 SQ. FT., 0.07 ACRES
ELMIRA ROULHAC	144	16	2,125 SQ. FT., 0.05 ACRES	6,676 SQ. FT., 0.15 ACRES

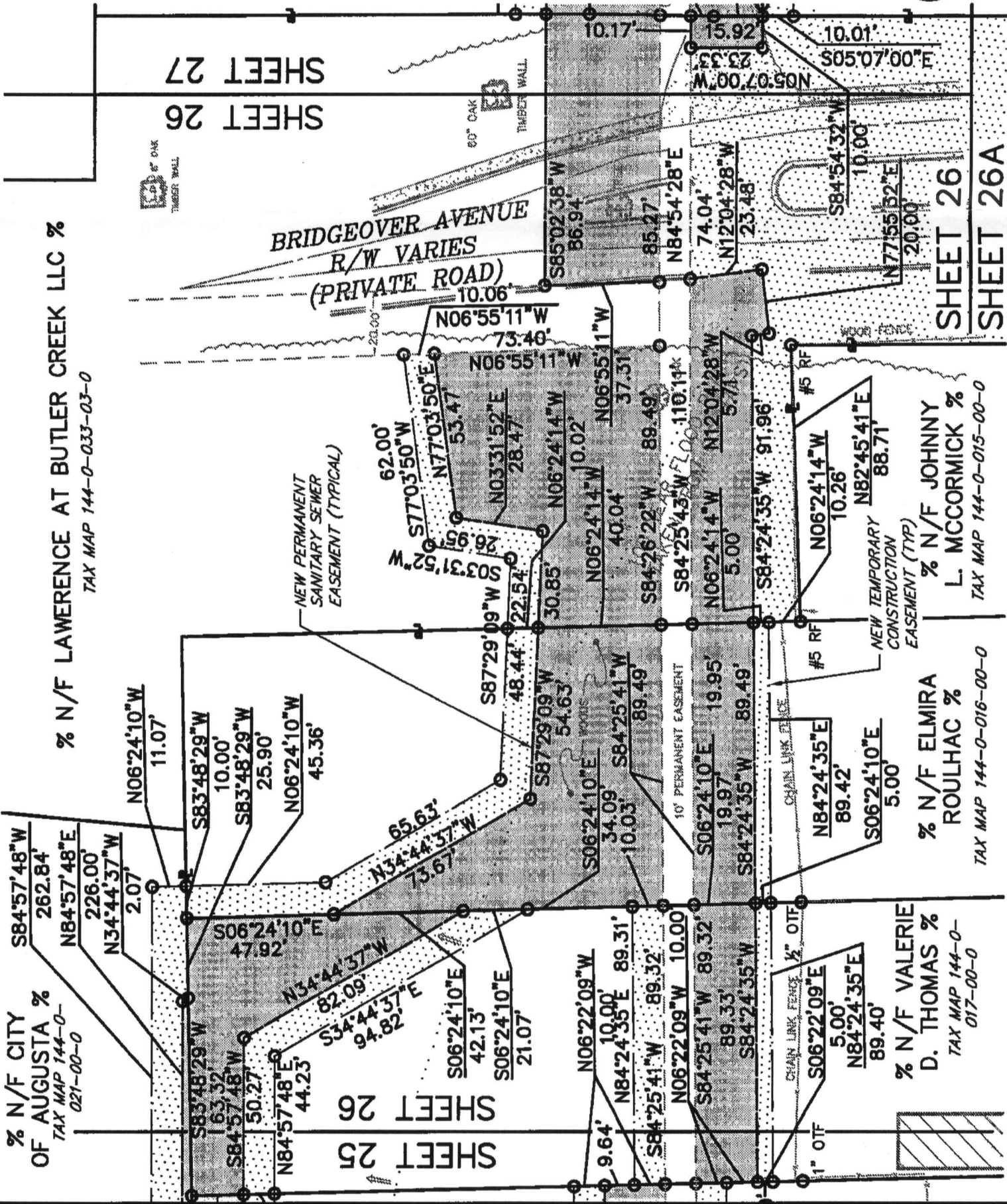
% N/F CITY
OF AUGUSTA %
TAX MAP 144-0-021-00-0

% N/F LAWRENCE AT BUTLER CREEK LLC %
TAX MAP 144-0-033-03-0

% N/F VALERIE
D. THOMAS %
TAX MAP 144-0-017-00-0

% N/F ELMIRA
ROULHAC %
TAX MAP 144-0-016-00-0

% N/F JOHNNY
L. MCCORMICK %
TAX MAP 144-0-015-00-0



— COMPILED EASEMENT MAP FOR —
**AUGUSTA-RICHMOND
COUNTY COMMISSION**

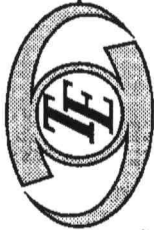
SHOWING PROPERTY LOCATED IN 85th G.M.D., IN AUGUSTA, GEORGIA.

RICHMOND COUNTY, GEORGIA



DATE
AUGUST 22, 2007

— PREPARED BY —



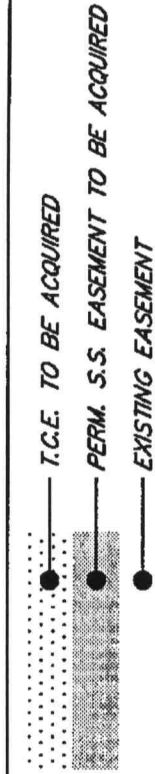
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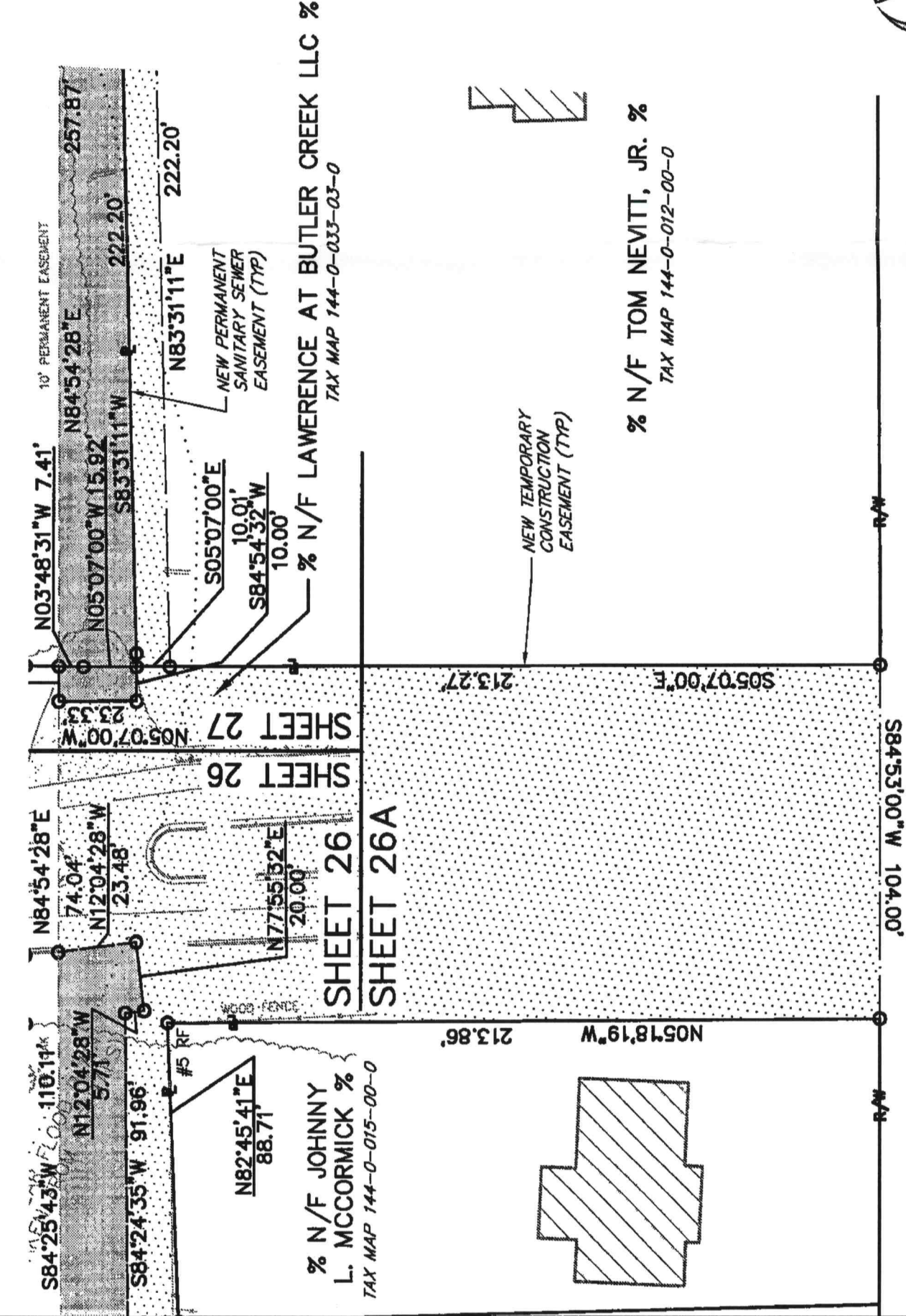
JOB #06009ESMTS.DWG JDR

PROPERTIES INFORMATION:

OWNER	TAX MAP	PARCEL	T.C.E. TO BE ACQUIRED	PERM. S.S. EASEMENT TO BE ACQUIRED
CITY OF AUGUSTA	144	21	10,924 SQ. FT., 0.25 ACRES	7,721 SQ. FT., 0.18 ACRES
LAWRENCE AT BUTLER CREEK, LLC	144	33-3	27,349 SQ. FT., 0.63 ACRES	10,953 SQ. FT., 0.25 ACRES
VALERIE D. THOMAS	144	17	2,698 SQ. FT., 0.06 ACRES	2,981 SQ. FT., 0.07 ACRES
ELMIRA ROULHAC	144	16	2,125 SQ. FT., 0.05 ACRES	6,676 SQ. FT., 0.15 ACRES



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



- COMPILED EASEMENT MAP FOR -
**AUGUSTA-RICHMOND
COUNTY COMMISSION**

SHOWING PROPERTY LOCATED IN 85th G.M.D., IN AUGUSTA, GEORGIA.

RICHMOND COUNTY, GEORGIA



- PREPARED BY -



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PHINIZY RD. R/W VARIES

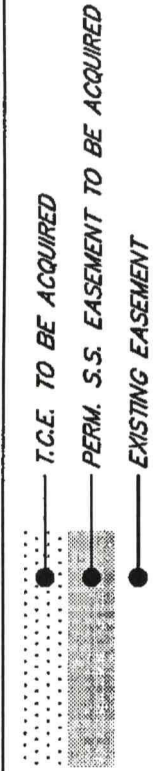
% N/F TOM NEVITT, JR. %
TAX MAP 144-0-012-00-0

% N/F LAWRENCE AT BUTLER CREEK LLC %
TAX MAP 144-0-033-03-0

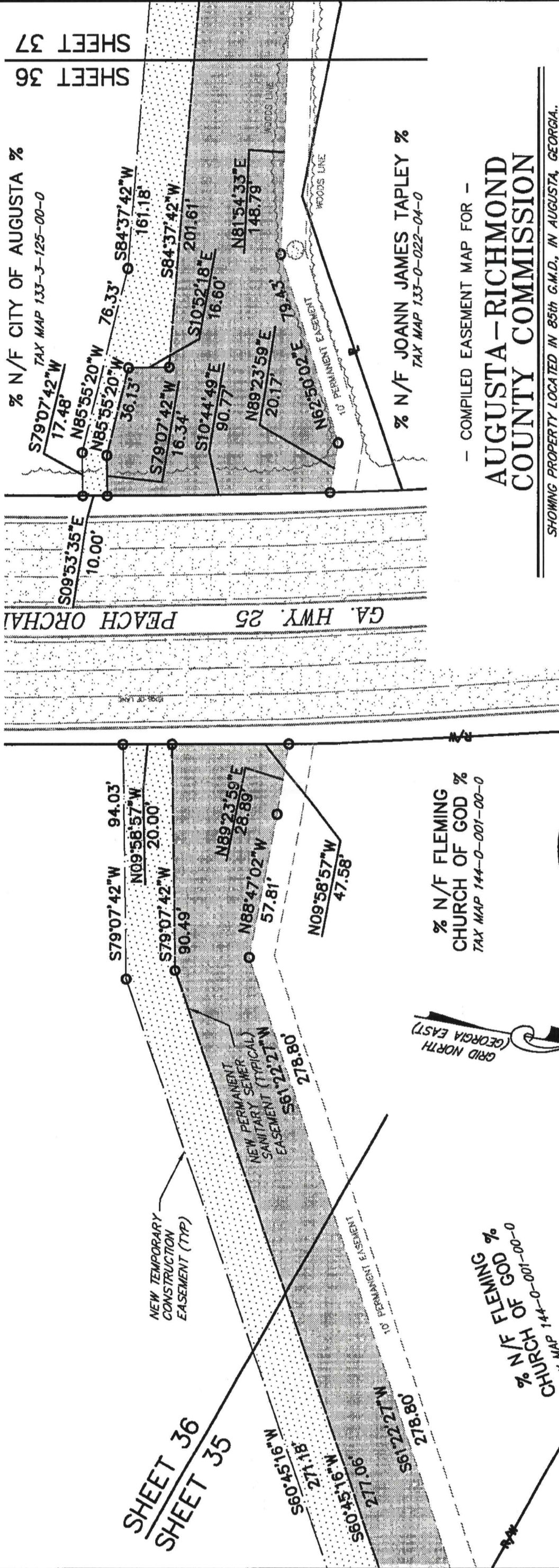
% N/F JOHNNY
L. MCCORMICK %
TAX MAP 144-0-015-00-0

PROPERTIES INFORMATION:

OWNER	TAX MAP	PARCEL	T.C.E. TO BE ACQUIRED	PERM. S.S. EASEMENT TO BE ACQUIRED
FLEMING CHURCH OF GOD	144	1	24,274 SQ. FT., 0.56 ACRES	33,578 SQ. FT., 0.77 ACRES
CITY OF AUGUSTA	133-3	125	4,692 SQ. FT., 0.11 ACRES	12,700 SQ. FT., 0.29 ACRES
JOANN JAMES TAPLEY	133	22-4	9,274 SQ. FT., 0.21 ACRES	22,999 SQ. FT., 0.53 ACRES



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



% N/F MARIA E. STRAIN %
TAX MAP 133-3-115-00-0

% N/F BILLY MACK DEASE %
TAX MAP 133-3-114-00-0

% N/F FLEMING CHURCH OF GOD %
TAX MAP 144-0-001-00-0

% N/F FLEMING CHURCH OF GOD %
TAX MAP 144-0-001-00-0

% N/F JOANN JAMES TAPLEY %
TAX MAP 133-0-022-04-0

% N/F CITY OF AUGUSTA %
TAX MAP 133-3-125-00-0

— COMPILED EASEMENT MAP FOR —
AUGUSTA-RICHMOND COUNTY COMMISSION

SHOWING PROPERTY LOCATED IN 85th G.M.D., IN AUGUSTA, GEORGIA.

RICHMOND COUNTY, GEORGIA



DATE
AUGUST 22, 2007

— PREPARED BY —



W R Toole Engineers, Inc.

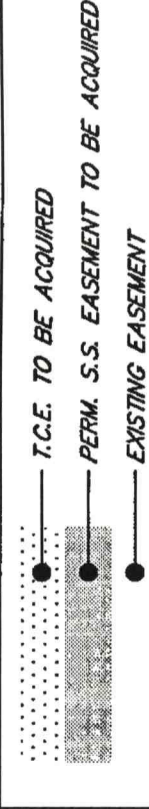
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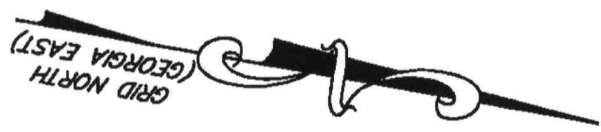
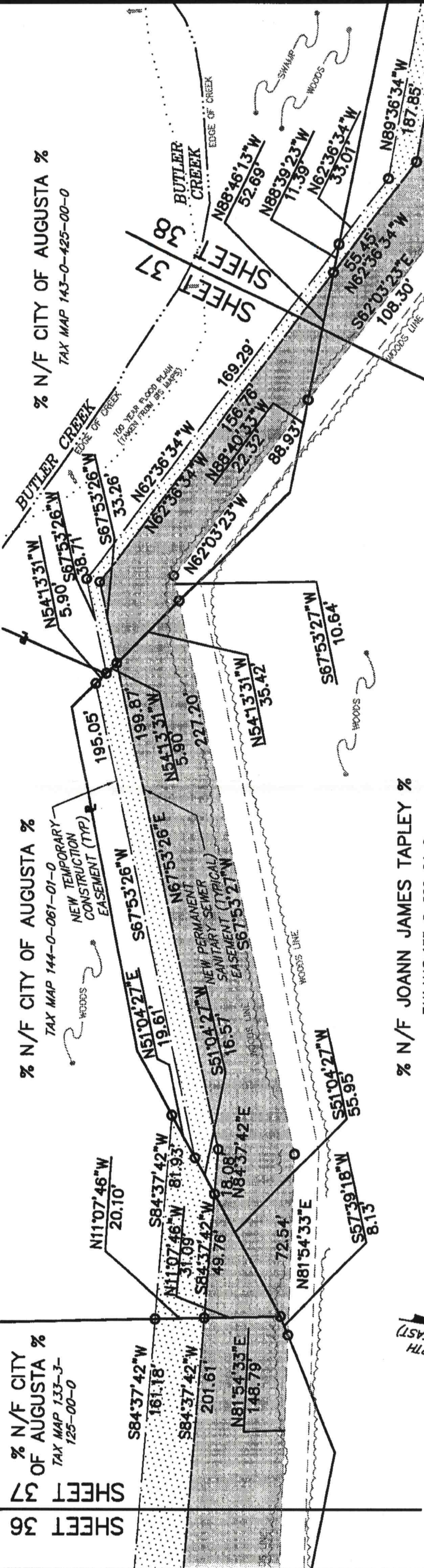
JOB #06009ESM.TS.DWG JDR

PROPERTIES INFORMATION:

OWNER	TAX MAP	PARCEL	T.C.E. TO BE ACQUIRED	PERM. S.S. EASEMENT TO BE ACQUIRED
CITY OF AUGUSTA	133-3	125	4,692 SQ. FT., 0.11 ACRES	12,700 SQ. FT., 0.29 ACRES
CITY OF AUGUSTA	144	61-1	1,317 SQ. FT., 0.03 ACRES	769 SQ. FT., 0.02 ACRES
CITY OF AUGUSTA	143	425	995 SQ. FT., 0.02 ACRES	3,465 SQ. FT., 0.08 ACRES
JOANN JAMES TAPLEY	133	22-4	9,274 SQ. FT., 0.21 ACRES	22,999 SQ. FT., 0.53 ACRES



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



— COMPILED EASEMENT MAP FOR —
**AUGUSTA-RICHMOND
COUNTY COMMISSION**

SHOWING PROPERTY LOCATED IN 85th G.M.D., IN AUGUSTA, GEORGIA.

RICHMOND COUNTY, GEORGIA



DATE
AUGUST 22, 2007

— PREPARED BY —



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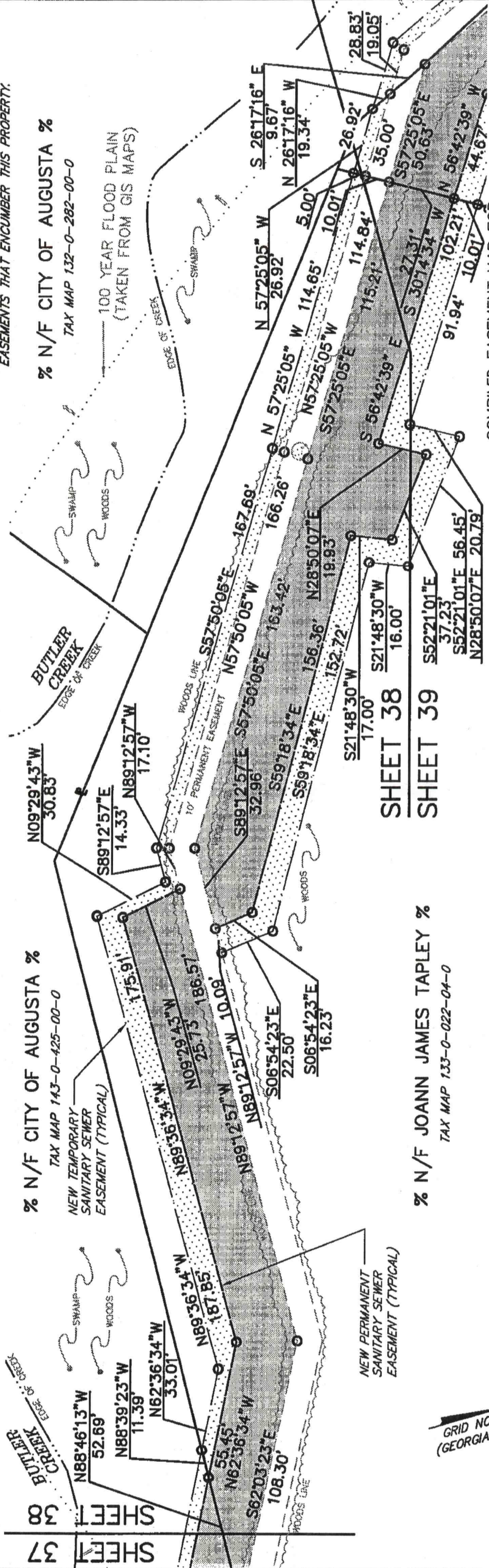
JOB #06009ESM/TS.DWG JDR

PROPERTIES INFORMATION:

OWNER	TAX MAP	PARCEL	T.C.E. TO BE ACQUIRED	PERM. S.S. EASEMENT TO BE ACQUIRED
CITY OF AUGUSTA	143	425	995 SQ. FT., 0.02 ACRES	3,465 SQ. FT., 0.08 ACRES
CITY OF AUGUSTA	132	282	4,937 SQ. FT., 0.11 ACRES	12,073 SQ. FT., 0.28 ACRES
JOANN JAMES TAPLEY	133	22-4	9,274 SQ. FT., 0.21 ACRES	22,999 SQ. FT., 0.53 ACRES

- T.C.E. TO BE ACQUIRED
- PERM. S.S. EASEMENT TO BE ACQUIRED
- EXISTING EASEMENT

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



% N/F CITY OF AUGUSTA %

TAX MAP 143-0-425-00-0

NEW TEMPORARY
SANITARY SEWER
EASEMENT (TYPICAL)

BUTLER
CREEK

EDGE OF CREEK

SWAMP

WOODS

% N/F CITY OF AUGUSTA %

TAX MAP 132-0-282-00-0

100 YEAR FLOOD PLAIN
(TAKEN FROM GIS MAPS)

EDGE OF CREEK

WOODS LINE

10' PERMANENT EASEMENT

WOODS

NEW PERMANENT
SANITARY SEWER
EASEMENT (TYPICAL)

% N/F JOANN JAMES TAPLEY %

TAX MAP 133-0-022-04-0

SHEET 38

SHEET 39

- COMPILED EASEMENT MAP FOR -

AUGUSTA-RICHMOND
COUNTY COMMISSION

SHOWING PROPERTY LOCATED IN 85th G.M.D., IN AUGUSTA, GEORGIA.

RICHMOND COUNTY, GEORGIA



DATE

AUGUST 22, 2007

- PREPARED BY -



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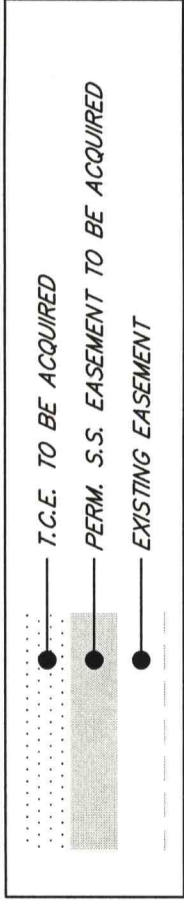
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JOB #06009ESMTS.DWG .JDR

SHEET #38

PROPERTIES INFORMATION:

OWNER	TAX MAP	PARCEL	T.C.E. TO BE ACQUIRED	PERM. S.S. EASEMENT TO BE ACQUIRED
CITY OF AUGUSTA	132	280	267 SQ. FT., 0.01 ACRES	681 SQ. FT., 0.02 ACRES
CITY OF AUGUSTA	132	282	4,937 SQ. FT., 0.11 ACRES	12,073 SQ. FT., 0.28 ACRES
JOANN JAMES TAPLEY	133	22-4	9,274 SQ. FT., 0.21 ACRES	22,999 SQ. FT., 0.53 ACRES
VIRGINIA B. ROSIER	132	395-3	1,330 SQ. FT., 0.03 ACRES	2,893 SQ. FT., 0.07 ACRES



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

% N/F CITY

AUGUSTA %
TAX MAP 132-0-280-00-0



% N/F CITY OF AUGUSTA %

TAX MAP 132-0-282-00-0

SHEET 38
SHEET 39

SHEET 39
SHEET 40

% N/F BETTY JEAN DEPRATI %

TAX MAP 132-0-467-00-0

% N/F CHARLES

CLIFFORD ROSIER III %

TAX MAP 132-0-466-00-0

% N/F VIRGINIA B. ROSIER %

TAX MAP 132-0-395-03-0

TAX MAP 133-0-022-04-0

% N/F JOANN

JAMES TAPLEY %

- COMPILED EASEMENT MAP FOR -
**AUGUSTA-RICHMOND
COUNTY COMMISSION**

SHOWING PROPERTY LOCATED IN 85th G.M.D., IN AUGUSTA, GEORGIA.

RICHMOND COUNTY, GEORGIA



DATE

AUGUST 22, 2007

REV: AUGUST 19, 2008

- PREPARED BY -



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JOB #06009ESMTS.DWG JDR

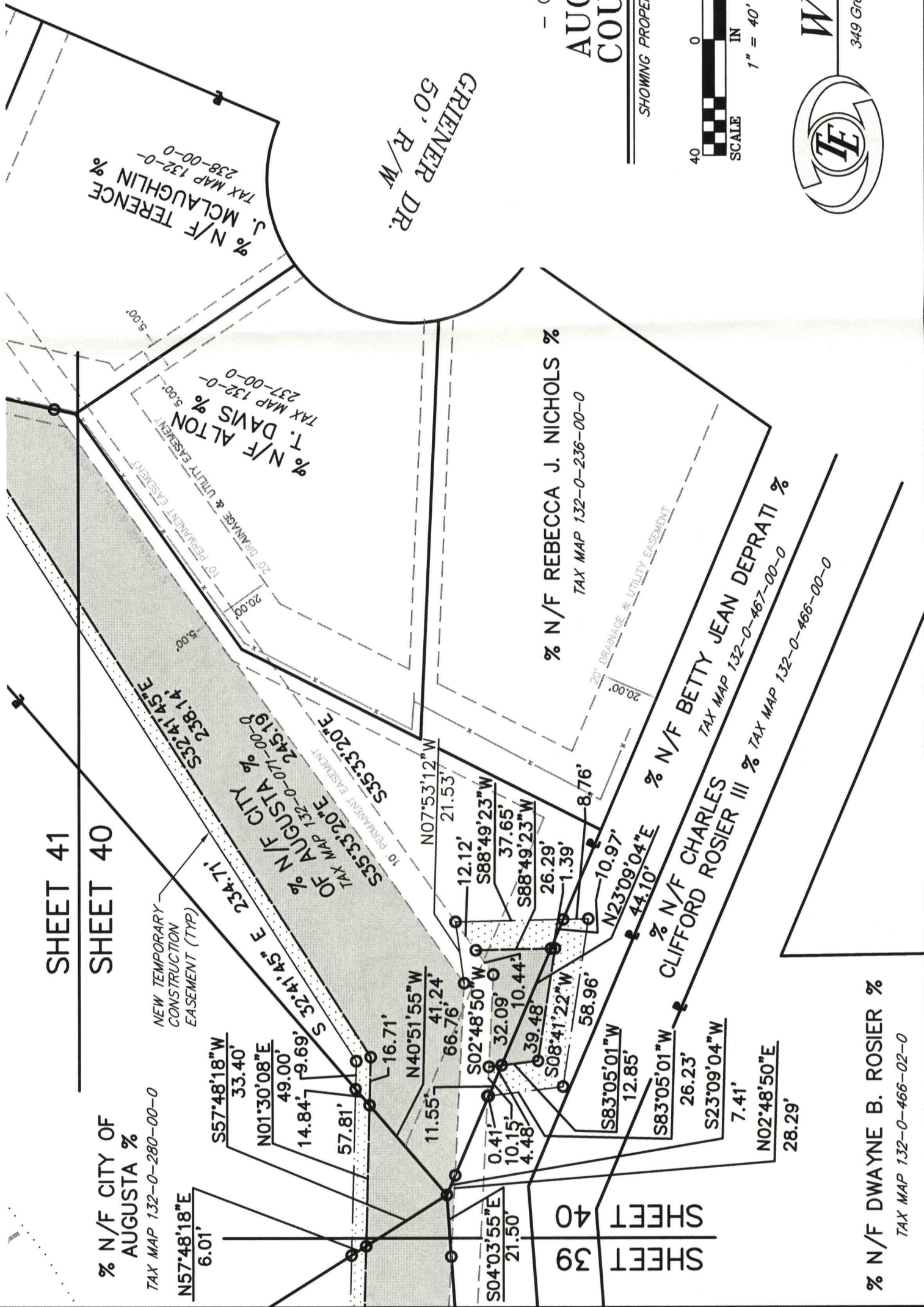
SHEET #39

PROPERTIES INFORMATION:

OWNER	TAX MAP	PARCEL	T.C.E. TO BE ACQUIRED	PERM. S.S. EASEMENT TO BE ACQUIRED
CITY OF AUGUSTA	132	280	267 SQ. FT., 0.01 ACRES	681 SQ. FT., 0.02 ACRES
CITY OF AUGUSTA	132	71	9203 SQ. FT., 0.20 ACRES	42,517 SQ. FT., 0.98 ACRES
BETTY JEAN DEPRATI	132	467	1,082 SQ. FT., 0.02 ACRES	309 SQ. FT., 0.01 ACRES



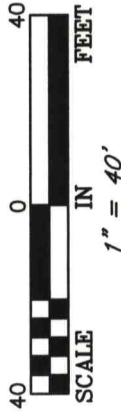
NOTE: THIS EASEMENT MAP MAY NOT SHOW ALL EASEMENTS THAT ENCUMBER THIS PROPERTY.



— COMPILED EASEMENT MAP FOR —
**AUGUSTA-RICHMOND
COUNTY COMMISSION**

SHOWING PROPERTY LOCATED IN 85th G.M.D., IN AUGUSTA, GEORGIA..

RICHMOND COUNTY, GEORGIA



DATE

AUGUST 22, 2007
REV: AUGUST 19, 2008

— PREPARED BY —



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JOB #06009ESMTS.DWG JDR

% N/F DWAYNE B. ROSIER %
TAX MAP 132-0-466-02-0

PROPERTIES INFORMATION:

OWNER	TAX MAP	PARCEL	T.C.E. TO BE ACQUIRED	PERM. S.S. EASEMENT TO BE ACQUIRED
CITY OF AUGUSTA	132	71	9203 SQ. FT., 0.20 ACRES	42,517 SQ. FT., 0.98 ACRES
PETER D. COOPER	132	257	1,008 SQ. FT., 0.02 ACRES	498 SQ. FT., 0.01 ACRES
CYNTHIA O'NEAL	132	261	330 SQ. FT., 0.01 ACRES	965 SQ. FT., 0.02 ACRES
JAMES A. HOWELL, III	132	262	128 SQ. FT., 0.01 ACRES	217 SQ. FT., 0.01 ACRES



GRID NORTH
(GEORGIA EAST)

100 YEAR FLOOD PLAIN
(TAKEN FROM GIS MAPS)

SHEET 41
SHEET 40

NEW PERMANENT
SANITARY SEWER
EASEMENT (TYPICAL)

NEW TEMPORARY
CONSTRUCTION
EASEMENT (TYP)

% N/F CITY OF
AUGUSTA %
TAX MAP 132-0-280-00-0

% N/F JAMES M. WILLIAMS %
TAX MAP 132-0-258-00-0

% N/F PETER
D. COOPER %
TAX MAP 132-0-257-00-0

% N/F HAROLD C.
GALLOWAY, SR. %
TAX MAP 132-0-
256-00-0

% N/F TERENCE
J. MCLAUGHLIN %
TAX MAP 132-0-
238-00-0

% N/F ALTON
T. DAVIS %
TAX MAP 132-0-
237-00-0

% N/F LAWRENCE
CRAIG ROLAN %
TAX MAP 132-0-260-00-0

% N/F CYNTHIA O'NEAL %
TAX MAP 132-0-261-00-0

% N/F JAMES A. HOWELL III %
TAX MAP 132-0-262-00-0

- COMPILED EASEMENT MAP FOR -

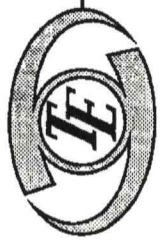
AUGUSTA-RICHMOND
COUNTY COMMISSION

SHOWING PROPERTY LOCATED IN 85th G.M.D., IN AUGUSTA, GEORGIA.
RICHMOND COUNTY, GEORGIA



DATE
AUGUST 22, 2007

- PREPARED BY -



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JOB #06009ESMTS.DWG JDR

SHEET #41

SHEET 41
SHEET 42

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

- T.C.E. TO BE ACQUIRED
- PERM. S.S. EASEMENT TO BE ACQUIRED
- EXISTING EASEMENT

OWNER	TAX MAP	PARCEL	T.G.E. TO BE ACQUIRED	PERM. S.S. EASEMENT TO BE ACQUIRED
CITY OF AUGUSTA	132	71	9203 SQ. FT., 0.20 ACRES	42,517 SQ. FT., 0.98 ACRES
JAMES A. HOWELL, III	132	262	128 SQ. FT., 0.01 ACRES	217 SQ. FT., 0.01 ACRES

 T.C.E. TO BE ACQUIRED
 PERM. S.S. EASEMENT TO BE ACQUIRED
 EXISTING EASEMENT

100 YEAR FLOOD PLAIN
(TAKEN FROM GIS MAPS)

SHEET 41

SHEET 42

100 YEAR FLOOD PLAIN
(TAKEN FROM GIS MAPS)

N74°39'12"W

N74°39'12"W

N74°39'12"W

% N/F JULIUS
A SMITH &

% N/F GERALD
D. HOLMES %
TAX MAP
132-0-267-00-0

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SHEET #42

Item # 10

– COMPILED EASEMENT MAP FOR –
AUGUSTA – RICHMOND
COUNTY COMMISSION

SHOWING PROPERTY LOCATED IN 85th G.M.D., IN AUGUSTA, GEORGIA.

RICHMOND COUNTY, GEORGIA

10 0 40
SCALE IN FEET

DATE _____

AUGUST 22, 2007

- PREPARED BY -

S74°31'56"E
20.20'

132-0-267-00-0
TAX MAP

TAX MAP 132-0-266-00-01

TAX MAP 132-0-265-00-0

OWNER	TAX MAP	PARCEL	T.G.E. TO BE ACQUIRED	PERM. S.S. EASEMENT TO BE ACQUIRED
CITY OF AUGUSTA	132	71	9203 SQ. FT., 0.20 ACRES	42,517 SQ. FT., 0.98 ACRES
CITY OF AUGUSTA	132	279	4,181 SQ. FT., 0.10 ACRES	27,356 SQ. FT., 0.63 ACRES
MAGDALENE G. CORBETT	132	270	1,200 SQ. FT., 0.03 ACRES	N/A

% N/F KEVIN MCKERLEY %
TAX MAP 132-0-269-00-0
GRID NORTH (GEORGIA EAST)

% N/F HERMAN K. KEITZMAN %
TAX MAP 132-0-100-00-0

% N/F MARVIN BRUMBERG %
TAX MAP 132-0-101-00-0

% N/F COLIN GERARD LARKINS %
TAX MAP 132-0-102-00-0

% N/F CITY OF AUGUSTA %
TAX MAP 132-0-279-00-0

WOODED AREA
SWAMP
NEW TEMPORARY CONSTRUCTION EASEMENT
NEW PERMANENT SANITARY SEWER EASEMENT
EXISTING SHED
CHAIN LINK FENCE
20' DRAINAGE & UTILITY EASEMENT
10' PERMANENT EASEMENT

N16°20'20"E
N74°39'12"W
S74°39'12"E
N74°39'12"W
S81°55'03"E
N62°40'11"W
N62°40'11"W
S74°50'39"E
S74°31'56"E
N19°49'

322.48'
332.27'
332.27'
34.95'
95.80'
95.36'
240.03'
240.04'
227.13'
171.41'
20.00'
20.00'
20.00'
20.00'

SHEET 42 SHEET 43 SHEET 44

% N/F CITY OF
AUGUSTA %

**% N/F L.R.
ANDREWS INC. %
TAX MAP 132-0-268-00-0**

% N/F KEVIN MCKERLEY %
TAX MAP 132-0-269-00-0

GRID NORTH
(GEORGIA EAST)

N19°49'04"E

% N/F MADGALENE
G. CORBETT %
TAX MAP 132-0-270-00-0

L=15.27'
R=50.00
DELTA=17°29'51"
TAN=7.69

% N/F GERALD
D. HOLMES %
TAX MAP
132-0-267-00-0

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SHEET #43

– COMPILED EASEMENT MAP FOR –
AUGUSTA – RICHMOND
COUNTY COMMISSION

SHOWING PROPERTY LOCATED IN 85th G.M.D., IN AUGUSTA, GEORGIA..

RICHMOND COUNTY, GEORGIA

DATE _____

AUGUST 22, 2007

— PREPARED BY —

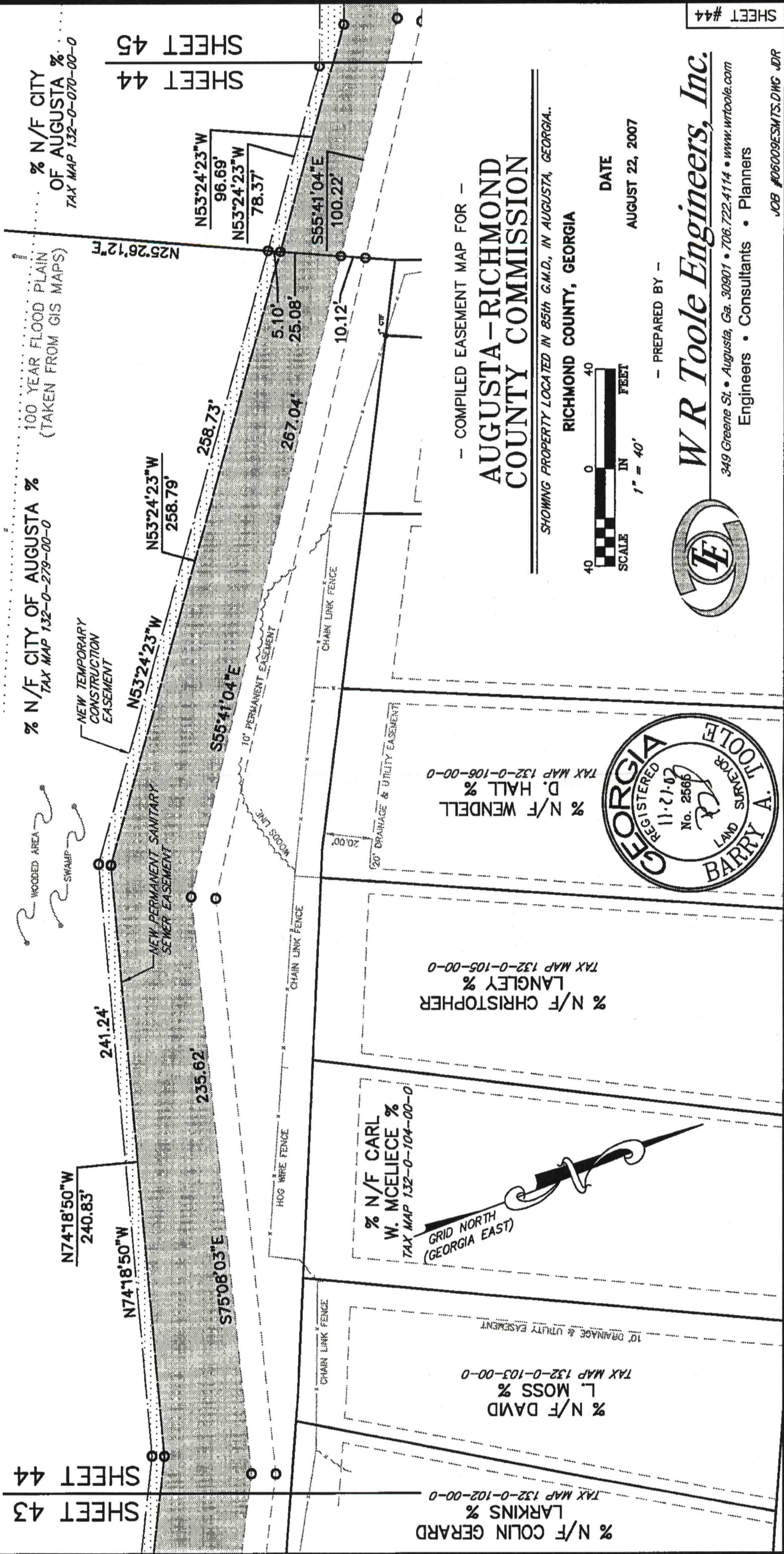
40 0 40
SCALE IN FEET
 $1'' = 40'$

PROPERTIES INFORMATION:

OWNER	TAX MAP	PARCEL	T.C.E. TO BE ACQUIRED	PERM. S.S. EASEMENT TO BE ACQUIRED
CITY OF AUGUSTA	132	279	4,181 SQ. FT., 0.10 ACRES	27,356 SQ. FT., 0.63 ACRES
CITY OF AUGUSTA	132	70	14,549 SQ. FT., 0.33 ACRES	36,340 SQ. FT., 0.83 ACRES

- T.C.E. TO BE ACQUIRED
- PERM. S.S. EASEMENT TO BE ACQUIRED
- EXISTING EASEMENT

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



PROPERTIES INFORMATION:

OWNER	TAX MAP	PARCEL	T.C.E. TO BE ACQUIRED	PERM. S.S. EASEMENT TO BE ACQUIRED
CITY OF AUGUSTA	132	70	14,549 SQ. FT., 0.33 ACRES	36,340 SQ. FT., 0.83 ACRES

SHEET 44
SHEET 45

% N/F CITY OF AUGUSTA %
TAX MAP 132-0-070-00-0

SHEET 45
SHEET 46

100 YEAR FLOOD PLAIN
(TAKEN FROM GIS MAPS)



NEW TEMPORARY
CONSTRUCTION
EASEMENT

299.60'

N68°59'05"W

N68°59'05"W

S69°04'52"E

NEW PERMANENT SANITARY
SEWER EASEMENT

283.41'

N69°04'52"W

14.31'

S20°55'08"W

6.67'

CHAIN LINK FENCE

HOG WIRE

20' DRAINAGE & UTILITY EASEMENT

20' DRAINAGE & UTILITY EASEMENT

20' DRAINAGE & UTILITY EASEMENT

20' DRAINAGE & UTILITY EASEMENT

20' DRAINAGE & UTILITY EASEMENT

20' DRAINAGE & UTILITY EASEMENT

20' DRAINAGE & UTILITY EASEMENT

20' DRAINAGE & UTILITY EASEMENT

20' DRAINAGE & UTILITY EASEMENT

20' DRAINAGE & UTILITY EASEMENT

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20' DRAINAGE & UTILITY EASEMENT

20' DRAINAGE & UTILITY EASEMENT

20' DRAINAGE & UTILITY EASEMENT

20' DRAINAGE & UTILITY EASEMENT

20' DRAINAGE & UTILITY EASEMENT

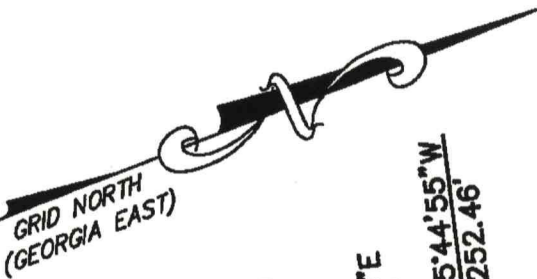
20' DRAINAGE & UTILITY EASEMENT

20' DRAINAGE & UTILITY EASEMENT

20' DRAINAGE & UTILITY EASEMENT

20' DRAINAGE & UTILITY EASEMENT

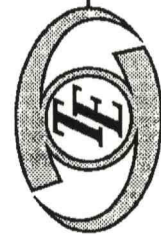
20' DRAINAGE & UTILITY EASEMENT



- COMPILED EASEMENT MAP FOR -
**AUGUSTA-RICHMOND
COUNTY COMMISSION**
SHOWING PROPERTY LOCATED IN 85th G.M.D., IN AUGUSTA, GEORGIA.
RICHMOND COUNTY, GEORGIA



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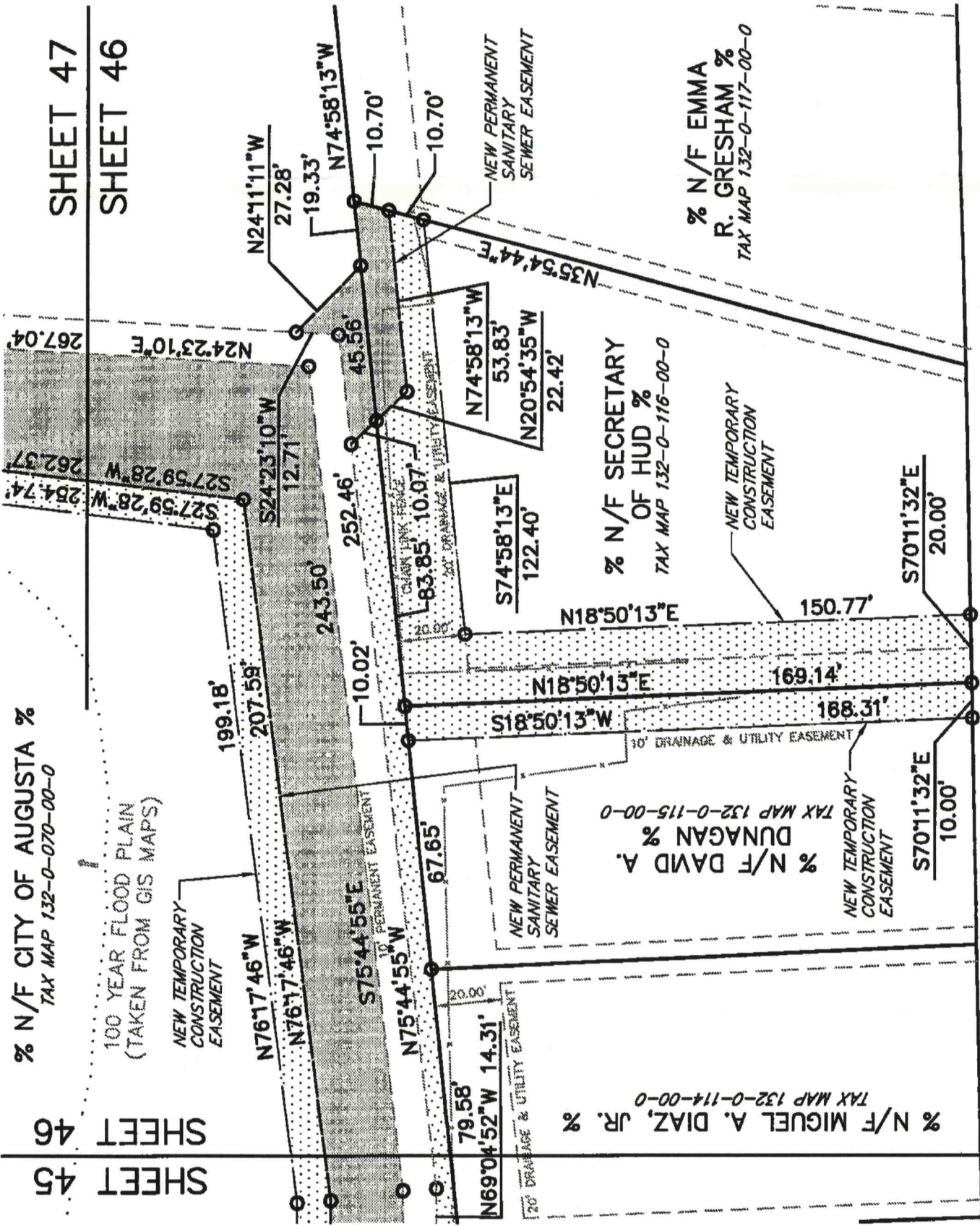
SHEET #45

PROPERTIES INFORMATION:

OWNER	TAX MAP	PARCEL	T.C.E. TO BE ACQUIRED	PERM. S.S. EASEMENT TO BE ACQUIRED
CITY OF AUGUSTA	132	70	14,549 SQ. FT., 0.33 ACRES	36,340 SQ. FT., 0.83 ACRES
DAVID A. DUNAGAN	132	115	1,687 SQ. FT., 0.04 ACRES	N/A
SECRETARY OF HUD	132	116	5,316 SQ. FT., 0.12 ACRES	593 SQ. FT., 0.01 ACRES

- T.C.E. TO BE ACQUIRED
- PERM. S.S. EASEMENT TO BE ACQUIRED
- EXISTING EASEMENT

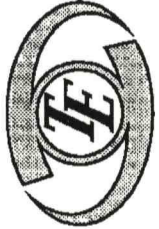
NOTE: THIS EASEMENT MAP MAY NOT SHOW ALL EASEMENTS THAT ENCUMBER THIS PROPERTY.



— COMPILED EASEMENT MAP FOR —
**AUGUSTA—RICHMOND
COUNTY COMMISSION**

SHOWING PROPERTY LOCATED IN 85th G.M.D., IN AUGUSTA, GEORGIA.

RICHMOND COUNTY, GEORGIA



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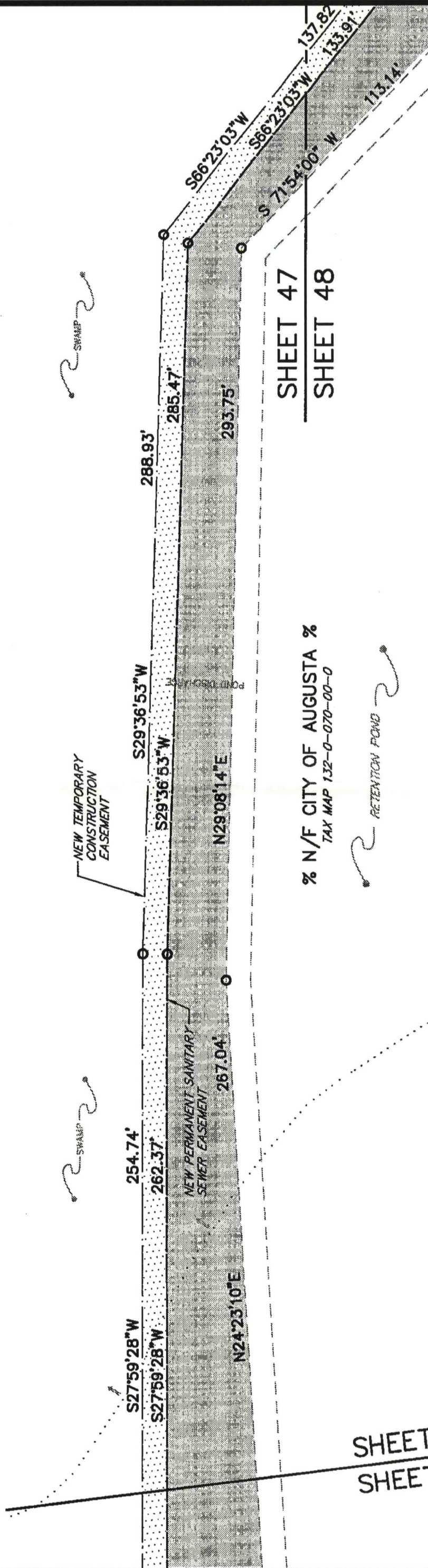
CHADWICK RD. 50' R/W

PROPERTIES INFORMATION:

OWNER	TAX MAP	PARCEL	T.C.E. TO BE ACQUIRED	PERM. S.S. EASEMENT TO BE ACQUIRED
CITY OF AUGUSTA	132	70	14,549 SQ. FT., 0.33 ACRES	36,340 SQ. FT., 0.83 ACRES

	T.C.E. TO BE ACQUIRED
	PERM. S.S. EASEMENT TO BE ACQUIRED
	EXISTING EASEMENT

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



GRID NORTH
(GEORGIA EAST)

100 YEAR FLOOD PLAIN
(TAKEN FROM GIS MAPS)

% N/F CITY OF AUGUSTA %
TAX MAP 132-0-070-00-0

SHEET 47
SHEET 46

SHEET 47
SHEET 48

- COMPILED EASEMENT MAP FOR -
**AUGUSTA-RICHMOND
COUNTY COMMISSION**

SHOWING PROPERTY LOCATED IN 85th G.M.D., IN AUGUSTA, GEORGIA.



RICHMOND COUNTY, GEORGIA



DATE

AUGUST 22, 2007

- PREPARED BY -



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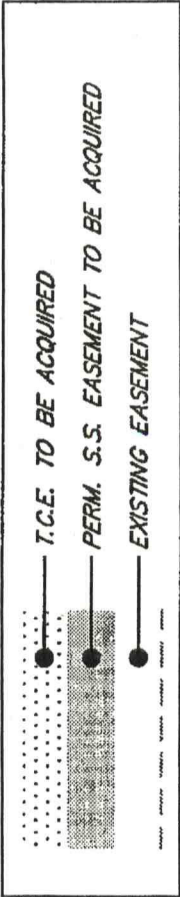
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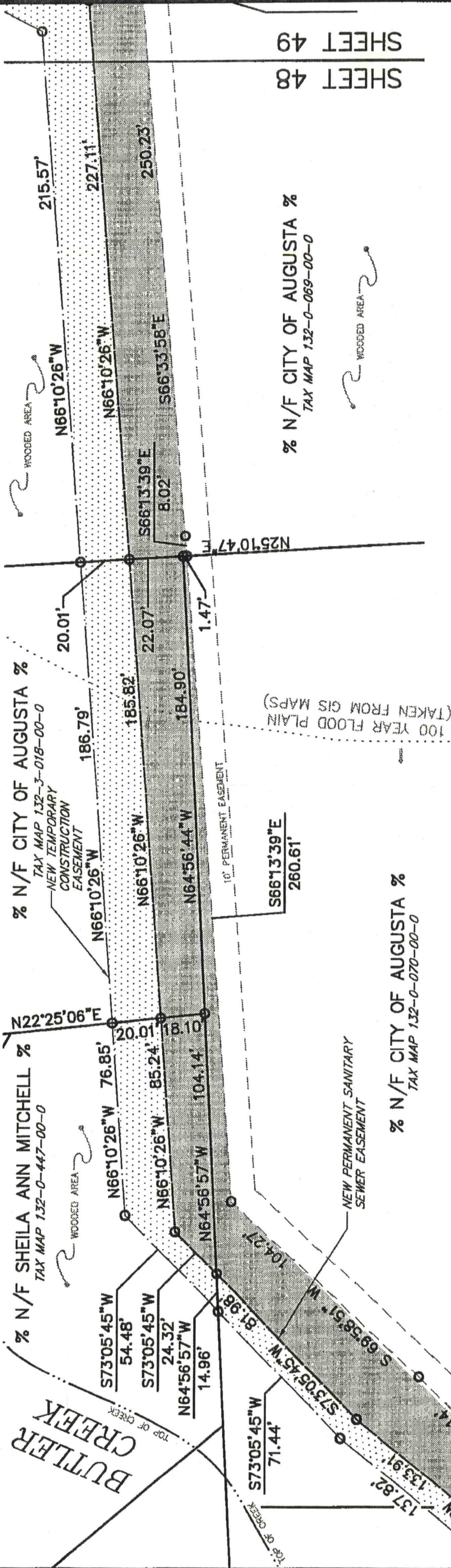
SHEET #47

PROPERTIES INFORMATION:

OWNER	TAX MAP	PARCEL	T.C.E. TO BE ACQUIRED	PERM. S.S. EASEMENT TO BE ACQUIRED
CITY OF AUGUSTA	132	70	14,549 SQ. FT., 0.33 ACRES	36,340 SQ. FT., 0.83 ACRES
SHEILA ANN MITCHELL	132	447	2,015 SQ. FT., 0.05 ACRES	1,618 SQ. FT., 0.04 ACRES
CITY OF AUGUSTA	132-3	18	10,755 SQ. FT., 0.25 ACRES	13,308 SQ. FT., 0.31 ACRES
CITY OF AUGUSTA	132	69	7,105 SQ. FT., 0.16 ACRES	8,586 SQ. FT., 0.20 ACRES



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



% N/F CITY OF AUGUSTA %
TAX MAP 132-0-069-00-0

% N/F CITY OF AUGUSTA %
TAX MAP 132-0-070-00-0

- COMPILED EASEMENT MAP FOR -
**AUGUSTA-RICHMOND
COUNTY COMMISSION**

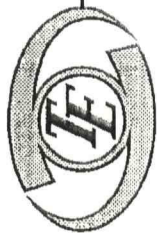
SHOWING PROPERTY LOCATED IN 85th G.M.D., IN AUGUSTA, GEORGIA.

RICHMOND COUNTY, GEORGIA



DATE
AUGUST 22, 2007

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SHEET 47
SHEET 48

SHEET 48
SHEET 49

SHEET #48

PROPERTIES INFORMATION:

OWNER	TAX MAP	PARCEL	T.C.E. TO BE ACQUIRED	PERM. S.S. EASEMENT TO BE ACQUIRED
CITY OF AUGUSTA	132-3	18	10,755 SQ. FT., 0.25 ACRES	13,308 SQ. FT., 0.31 ACRES
CITY OF AUGUSTA	132	69	7,105 SQ. FT., 0.16 ACRES	8,586 SQ. FT., 0.20 ACRES
MARCIA L. GAMA	132-3	13	1,999 SQ. FT., 0.04 ACRES	1,602 SQ. FT., 0.04 ACRES
REINALDO E. SQUIRES	132-3	12	2,911 SQ. FT., 0.07 ACRES	2,068 SQ. FT., 0.05 ACRES

SHEET 48

SHEET 49

% N/F CITY OF
AUGUSTA %

TAX MAP 132-0-069-00-0

% N/F J. STEVEN
ADAMS %

TAX MAP 132-3-015-00-0

% N/F ANN
PFEIFFER BEGGS %

TAX MAP 132-3-014-00-0

% N/F MARCIA
L. GAMA %

TAX MAP 132-3-013-00-0

% N/F REINALDO
E. SQUIRES %

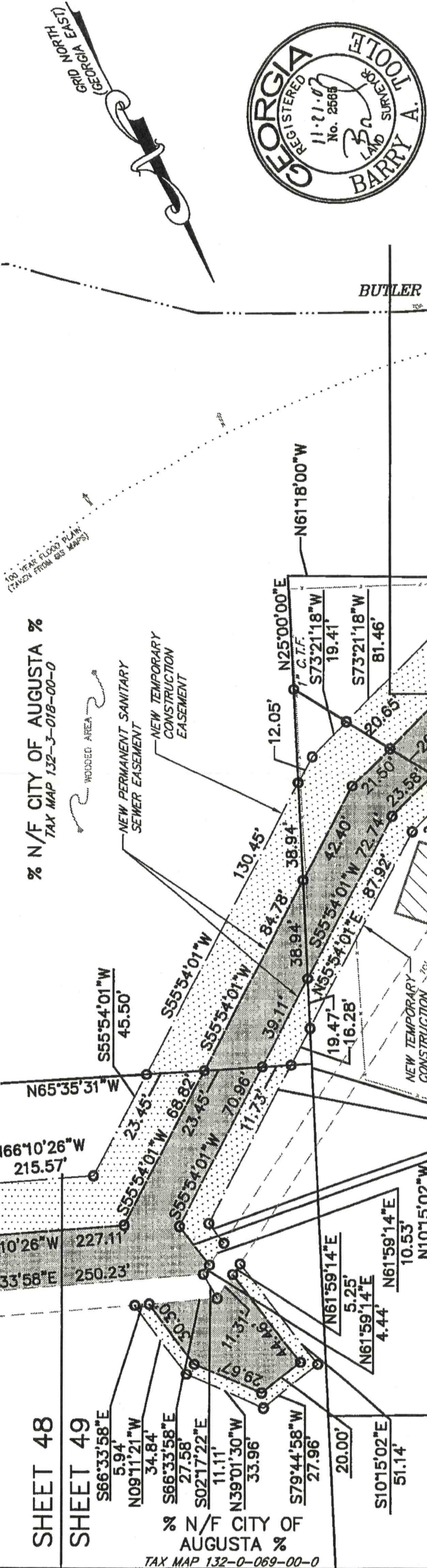
TAX MAP 132-3-012-00-0

% N/F CITY OF AUGUSTA %

TAX MAP 132-3-018-00-0

SHEET 49

SHEET 48



- COMPILED EASEMENT MAP FOR -

AUGUSTA-RICHMOND
COUNTY COMMISSION

SHOWING PROPERTY LOCATED IN 85th G.M.D., IN AUGUSTA, GEORGIA.

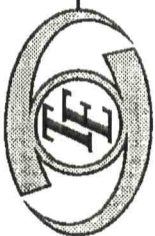
RICHMOND COUNTY, GEORGIA



DATE

AUGUST 22, 2007

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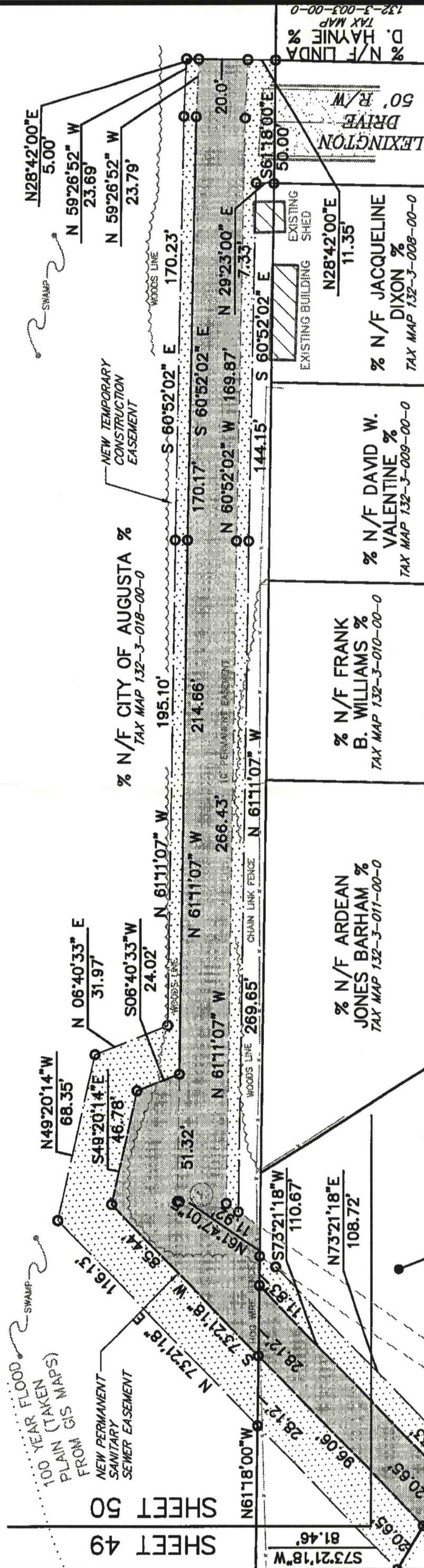
SHEET #49

PROPERTIES INFORMATION:

OWNER	TAX MAP	PARCEL	T.C.E. TO BE ACQUIRED	PERM. S.S. EASEMENT TO BE ACQUIRED
CITY OF AUGUSTA	132-3	18	10,755 SQ. FT., 0.25 ACRES	13,308 SQ. FT., 0.31 ACRES
REINALDO E. SQUIRES	132-3	12	2,911 SQ. FT., 0.07 ACRES	2,068 SQ. FT., 0.05 ACRES

- T.C.E. TO BE ACQUIRED
- PERM. S.S. EASEMENT TO BE ACQUIRED
- EXISTING EASEMENT

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



- COMPILED EASEMENT MAP FOR -
**AUGUSTA-RICHMOND
COUNTY COMMISSION**

SHOWING PROPERTY LOCATED IN 85th G.M.D., IN AUGUSTA, GEORGIA.

RICHMOND COUNTY, GEORGIA



DATE

AUGUST 22, 2007

- PREPARED BY -



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JOB #06009ESMTS.DWG JDR



**Engineering Services Committee Meeting
12/8/2008 12:40 PM
Goodrich St. Raw Water Pumping Station Change Order #1**

Department: Utilities

Caption: Authorize execution of Change Order #1 in an amount not to exceed \$ 448,779.00 to Crowder Construction for additional work at the Goodrich Street Raw Water Pumping Station.

Background: In February of 2008, the Augusta Commission awarded a contract to upgrade the existing Goodrich Street Raw Water Pumping Station. The project included the addition of two large diesel driven pumps and the open bay for a future electric pump at the Raw Water Pumping Station on Goodrich St. These diesel and electric pumps will have the capability of pumping raw water from either the Augusta Canal or the Savannah River. The proposed change order includes canal repairs, deletion of monorails from the existing contract, extending the tunnel limits under the railroad tracks to comply with CSX requirements, and modifying the canal intake for the new pump station to comply with revisions requested by FERC.

Analysis: With the proposed draining of the Augusta Canal for the purposes of this project, AUD wanted to take advantage of this opportunity to do some additional work. The Augusta Commission authorized AUD to implement the canal embankment repairs as recommended in a report prepared by Cranston Engineering Group in July 2007.

Financial Impact: Funds for the change order are included in Bond Fund, under account number 507043410-5425110/80320115-5425110.

Alternatives: No alternatives are recommended.

Recommendation: We recommend the Commission authorize the execution of Change Order #1 in an amount not to exceed \$448,779.00 to Crowder Construction for additional work at the Goodrich Street Raw Water Pumping Station.

Funds are Available in the Following Accounts: 507043410-5425110 80320115-5425110

REVIEWED AND APPROVED BY:

Cover Memo

Item # 11

Finance.

Procurement.
Law.
Administrator.
Clerk of Commission



**Engineering Services Committee Meeting
12/8/2008 12:40 PM
Motion to Approve CSX-059412 Facility Encroachment Agreement**

Department: Augusta Utilities Department

Caption: Motion to approve CSX-059412, a Facility Encroachment Agreement between CSX Transportation, Inc. and Augusta, Georgia.

Background: The Augusta Utilities Department will be constructing two water pipelines for the Goodrich Street Raw Water Pump Station - one potable and one raw water. In order to do this, a tunnel will have to be constructed under a railroad track owned by CSX Transportation.

Analysis: CSX has agreed to the encroachment and have submitted their encroachment agreement for signature.

Financial Impact: \$5,000.00

Alternatives: Do not approve the facility encroachment agreement.

Recommendation: Approve the motion to approve CSX-059412 Facility Encroachment Agreement.

Funds are Available in the Following Accounts: 507043410-5425110 80110250-5425110

REVIEWED AND APPROVED BY:

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

PS - FORM 1001-G
REVISED APRIL 29, 2008
AGREEMENT NO. CSX059412

FACILITY ENCROACHMENT AGREEMENT

THIS AGREEMENT, Made and effective as of November 17, 2008, 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, Suite 180, 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," within one single casing over, under or across property owned or controlled by Licensor, at or near Augusta, Richmond County, Georgia, Milepost AK-463.14:

1. One (1) eight inch (8") diameter sub-grade pipeline crossing, solely for the conveyance of potable water, located at;
2. One (1) sixty inch (60") diameter sub-grade pipeline crossing, solely for the conveyance of reclaimed/non-potable water;

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).

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 Licensor.

2. ENCROACHMENT FEE; TERM:

2.1 Licensee shall pay Licensor a one-time nonrefundable Encroachment Fee of FIVE THOUSAND AND 00/100 U.S. DOLLARS (\$5,000.00) 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 Licensor's current administrative and document preparation fees for the cost incurred by Licensor in preparing and maintaining this Agreement on a current basis.

2.2 However, Licensee assumes sole responsibility for, and shall pay directly (or reimburse Licensor), any additional annual taxes and/or periodic assessments levied against Licensor or Licensor's 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 Licensor 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 Licensor (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 Licensor 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 Licenser, and so as to eliminate or minimize any impact on or interference with the safe use and operation of Licenser's property and appurtenances thereto.

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 Licenser. As a condition to such consent, a representative will be assigned by Licenser to monitor blasting, and Licensee shall reimburse Licenser 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 Licenser'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 Licenser, 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 Licenser 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 Licenser, shall be construed as an admission of liability or responsibility by Licenser, or as a waiver by Licenser 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 Licenser's safety rules and regulations.

3.9 Licensee hereby agrees to reimburse Licenser 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.

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.

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 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.

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

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.

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

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=general.csxp_flag.

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: 706-312-4143.

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:

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.

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.

PS - FORM 1001-G
REVISED APRIL 29, 2008
AGREEMENT NO. CSX059412

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:

PS - FORM 1001-G
REVISED APRIL 29, 2008
AGREEMENT NO. CSX059412

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 Licenser:

CSX TRANSPORTATION, 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:_____

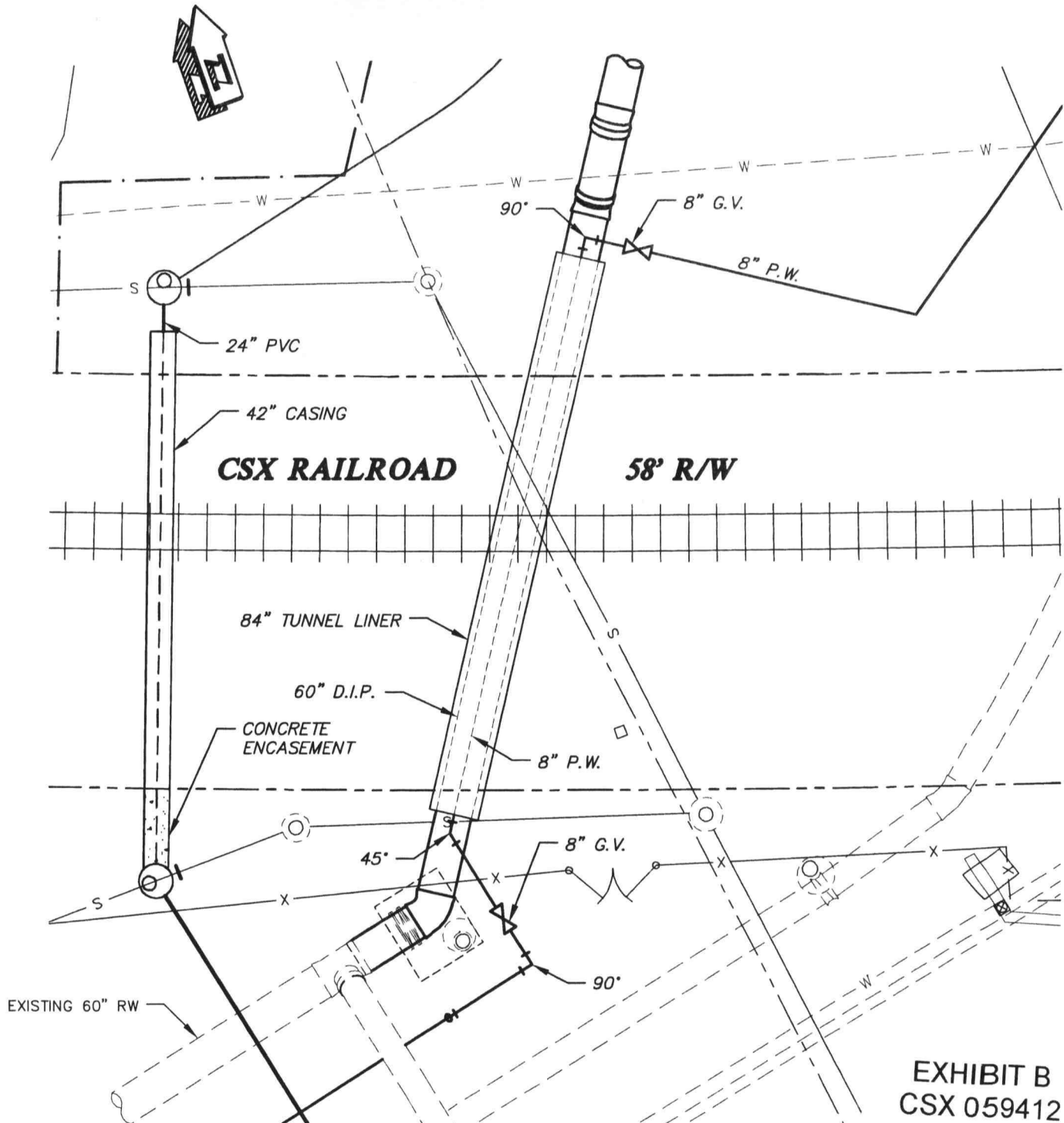
Print/Type Title:_____

Tax ID No.:_____

Authority under Ordinance or

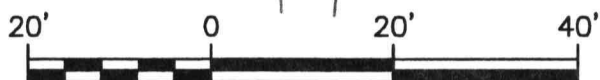
Resolution No._____,

Dated _____.



APPROVED FOR CONSTRUCTION
APPROVED BY: *[Signature]*
CSX ENGINEERING

DATE: 11/14/08



SCALE: 1"=20'

RICHMOND COUNTY, GEORGIA

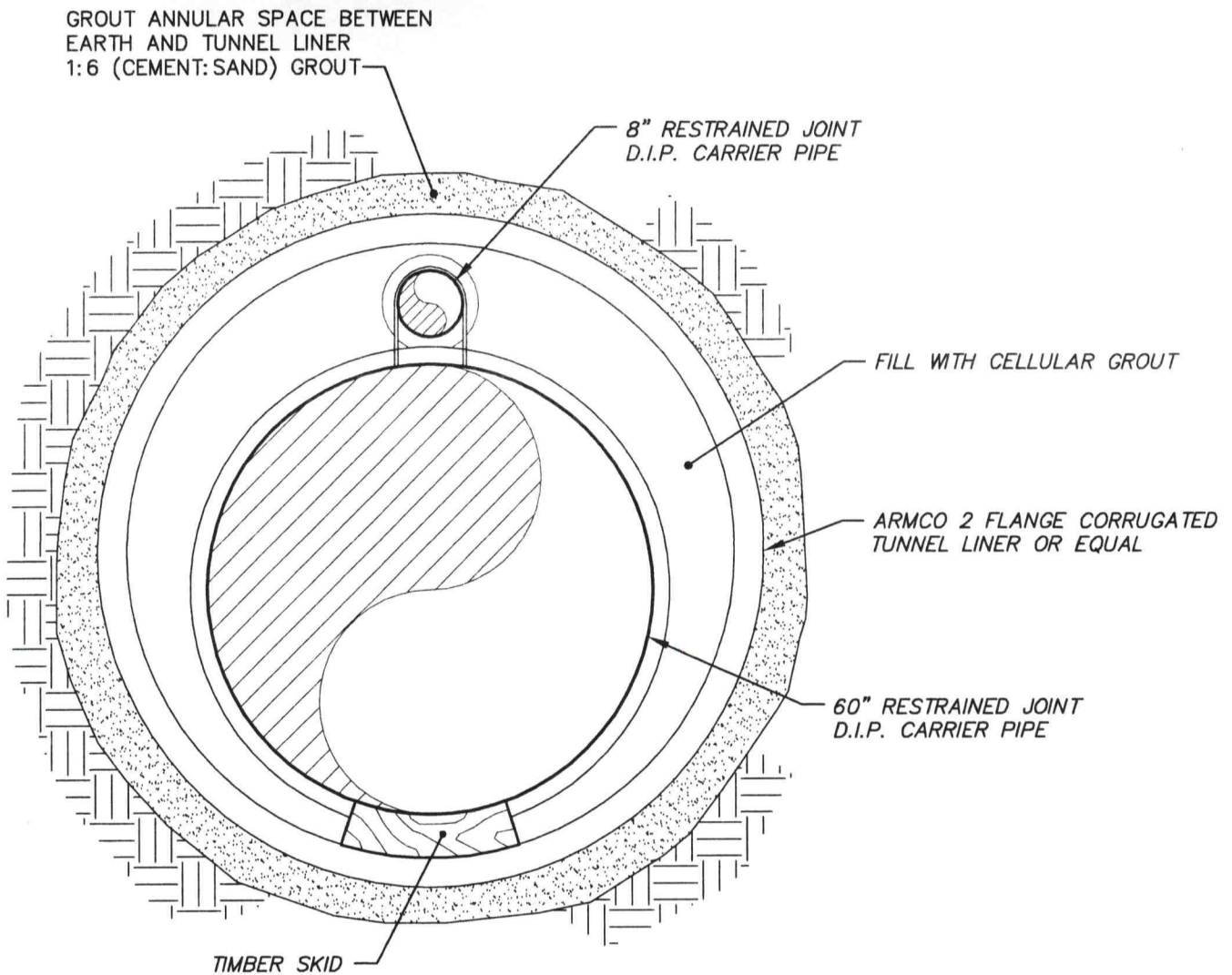
BOND PROJECT NO. 10250
GOODRICH ST. RWPS IMPROVEMENTS
CONTRACT I

**RAILROAD CROSSING
PLAN**

ZEL ENGINEERS
Augusta, Ga.

ZIMMERMAN, EVANS, AND LEOPOLD, INC.

SCALE: 1"=20' DATE: SEP 2007 REF: *[Signature]* 12 1



TUNNEL SECTION DETAIL

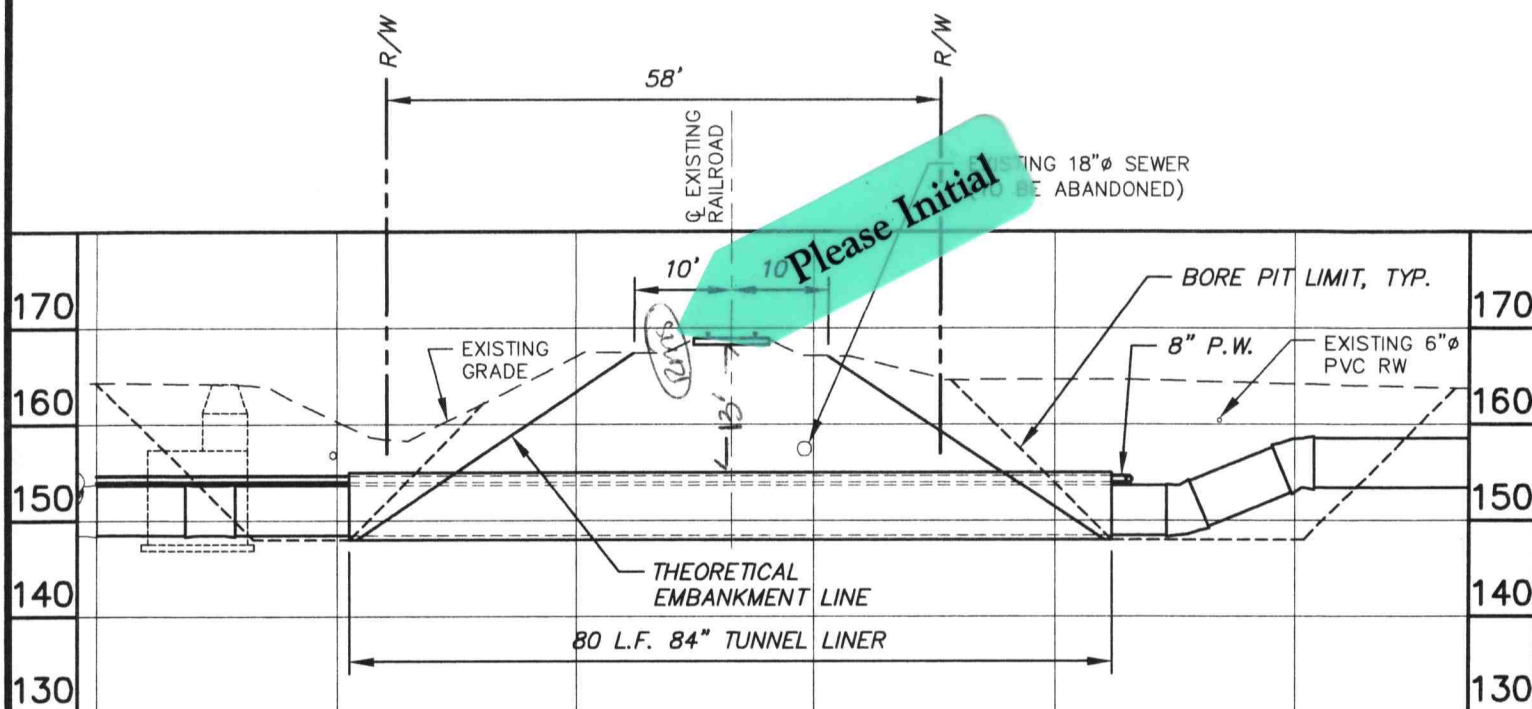
SCALE: 1/2"=1'-0"

ENGINEER
~~APPROVED FOR CONSTRUCTION~~
APPROVED BY: *[Signature]*
ZEX ENGINEERING

DATE: 11/14/08

EXHIBIT B
CSX 059412
Sheet 3 of 3

AUGUSTA, GEORGIA			
BOND PROJECT NO. 10250			
GOODRICH ST. RWPS IMPROVEMENTS			
CONTRACT I			
60" RW / 8" PW			
TUNNEL SECTION DETAIL			
ZEL		Augusta, Ga.	
ENGINEERS		ZIMMERMAN, EVANS, AND GOODRICH, INC.	
SCALE: AS SHOWN	DATE: NOV 2007	REF: 0302-01	DWG. NO.: SK-2



60" R.W. PROFILE

SCALE: 1"=20'

EXHIBIT B
CSX 059412
Sheet 2 of 3

APPROVED FOR CONSTRUCTION

APPROVED BY: [Signature]
CSX ENGINEERING

DATE: 11/14/08



SCALE: 1"=20'

RICHMOND COUNTY, GEORGIA

BOND PROJECT NO. 10250
GOODRICH ST. RWPS IMPROVEMENTS
CONTRACT I

RAILROAD CROSSING
PROFILE

ZEL ENGINEERS
Augusta, Ga.
ZIMMERMAN, EVANS, AND COMPANY, INC.
Item # 12

SCALE: 1"=20' DATE: SEP 2007 REF: 0302-01 DWG. NO.: 1C



Engineering Services Committee Meeting
12/8/2008 12:40 PM
Utilities Highland Avenue Filter Plant Network Hardware and Cabling

Department: Utilities, Clifford A. Goins, Interim Director

Caption: Approve Proposal from Augusta IT Department to install Utilities Highland Avenue Filter Plant Network Hardware and Cabling.

Background: Utilities is currently in the process of expanding and renovating the Water Treatment Plant on Highland Avenue. The contractor is constructing a new filter plant building, but the contract does not provide for installation of communications equipment. This agenda item addresses the need to provide for that equipment.

Analysis: IT has reviewed the project and has recommended the equipment detailed in the attached proposal. This recommendation needs to be implemented as soon as possible in order to keep the project moving and to allow for efficient operation of the new filter building.

Financial Impact: The cost of this project is estimated not to exceed \$22,011.86, as noted on the attached proposal. Funds are currently available in the budget as noted below. All guidelines have been adhered to in regards to state contract pricing.

Alternatives: 1.Approve the project as recommended. 2.Do not approve the agenda item and delay setting up telecommunications in the new filter plant building.

Recommendation: Approve the proposal from Augusta IT Department to install Utilities Highland Avenue Filter Plant network hardware and cabling.

Funds are Available in the Following Accounts: The project will be funded as follows: 506-04-3520-5311915 \$ 2,945.04
506-04-3520-5316160 1,325.37 506-04-3520-5426110 17,489.50
\$22,011.86

REVIEWED AND APPROVED BY:

Procurement.
Information Technology.
Finance.
Law.
Administrator.
Clerk of Commission

Cover Memo

Item # 13

Augusta Utilities
Highland Avenue Plant Filter Building
Network Hardware Quote

<u>Item</u>	<u>Funding Source</u>	<u>Part No.</u>	<u>Unit Price</u>
GE SFP, LC Connector SX Transceiver	506043520-5311915	GLC-SX-MM=	\$ 350.00
GE SFP, LC Connector LH/LX Transceiver	506043520-5311915	GLC-LH-SM=	696.50
1000BASE-T SFP	506043520-5311915	GLC-T=	276.50
3m LC/ST Duplex 50/125 Multimode Fiber Patch Cable - Orange	506043520-5232119	37402	39.19
3m LC/ST LSZH Duplex 9/125 Single-Mode Fiber Patch Cable	506043520-5232119	34628	67.19
APC Smart-UPS 2200VA USB & Serial 120V	506043520-5316160	SUA2200	780.27
Rack ATS, 15A, 100/120V, (2)5-15 in, (8)5-15 out	506043520-5316160	AP7750	545.10
APC UPS Network Management Card	506043520-5311915	AP9617	225.54
Catalyst 3750 48 10/100 PoE + 4 SFP + IPB Image	506043520-5426110	WS-C3750-48PS-S	5,946.50
Catalyst 3750 12 SFP + IPB Image	506043520-5426110	WS-C3750G-12S-S	5,596.50

<u>Quantity</u>	<u>Total Price</u>
3	1,050.00
2	1,393.00
1	276.50
3	117.57
2	134.38
1	780.27
1	545.10
1	225.54
2	11,893.00
1	5,596.50
	<u>\$ 22,011.86</u>