



Engineering Services Committee Meeting Committee Room- 9/8/2009- 1:00 PM

ENGINEERING SERVICES

1. Approve and authorize execution of an agreement between Augusta and the University of Georgia Research Foundation, Inc. Savannah River Ecology Laboratory (SREL) for the continuation of research and data collection related to bird activity around the constructed wetland treatment system. ☐ [Attachments](#)
2. Provide necessary signatures on furnished agreement to include Augusta Utilities Department water and sanitary sewer main relocations in the Georgia Department of Transportation contract for Alexander Drive. The estimated cost of the construction is \$298,192.50. ☐ [Attachments](#)
3. Approve the adoption of the Flood Insurance Study and the associated Flood Insurance Rate Maps for Augusta Richmond County. ☐ [Attachments](#)
4. Amend agreement with Georgia Power Company for Power Distribution Termination Services at James B. Messerly WPCP. ☐ [Attachments](#)
5. Approve CPB # 323-041110-201823332 Change Number Two and Supplemental Agreement Number Three in the amount of \$65,000.00 on the Belair Road Improvements project. Funding is available in the project contingency account to be transferred to the project engineering account as requested by AED. ☐ [Attachments](#)
6. Motion to approve a Deed of Dedication and Maintenance Agreement for Water and Sanitary Sewer from West Wheeler Townhomes, Phase 8. ☐ [Attachments](#)
7. Motion to award bid to Quality Storm Water Solutions (low bidder) in the amount of \$18,354.00 for the repair of the failed outfall structure and 40' of failed CMP at Belair Road and the Buckhead Subdivision. Approve under emergency conditions as new homes on Belair Road have the potential of flooding. ☐ [Attachments](#)
8. Motion to approve an Option for the purposes of acquiring a Right-of-Way between Marvin Griffin Road Investments, LLC, as owner(s), and Augusta, Georgia, as optionee, in connection with the Marvin Griffin Road Improvement Project, (2,776 sq. ft.) in fee and (425 sq. ft.) of permanent easement, more or less; and (7,950 sq. ft.) of temporary construction easement from property located at: 1401 Marvin Griffin ☐ [Attachments](#)

Road, private, at the purchase price of \$2,700.00.

9. Motion to approve an Option for the purposes of acquiring a Right-of-Way between Schwerman Trucking Co., Successor by merger of Schwerman Real Estate and Development Corp., as owner, and Augusta, Georgia as optionee, in connection with the Marvin Griffin Road Improvement Project, (3,275 sq. ft.) in fee and (N/A sq. ft.) of permanent construction and maintenance easement, and (3,228 sq. ft.) of temporary construction easement from property located at: 1601 Marvin Griffin Road, private, at the purchase price of \$2,600.00. ☐ [Attachments](#)
10. Approve a change in scope to separate Old Savannah Road/Twiggs Street Improvement Project into two phases for design and construction as requested by AED. ☐ [Attachments](#)
11. Motion to approve an Option for the purposes of acquiring an easement between Soo H. Yun, as owner, and Augusta, Georgia, as optionee, in connection with the Marvin Griffin Road Improvements Project, (1,779 sq. ft.) of temporary construction easement from property located at: 1801 Marvin Griffin Road, private, at the purchase price of \$125.00. ☐ [Attachments](#)
12. Approve award of the contract for construction of a new restroom facility at Pendleton King Park to the low bidder, Sommers Construction of Evans, GA, in the amount of \$25,740, to be funded from reprogrammed SPLOST I - GL 271-01-6215/JL 207-27-2007, approved by the Commission. ☐ [Attachments](#)
13. Approve the readoption of the Flood Damage Prevention Ordinance as amended. ☐ [Attachments](#)
14. Approve the recapture and/or reallocation of SPLOST III funds programmed for the Public Services Department and County Forces into Phase IV programmed categories. ☐ [Attachments](#)
15. Approve a Resolution requesting the Georgia State Properties Commission grant temporary and permanent construction easements for the Butler Creek Interceptor Upgrade-East Project. ☐ [Attachments](#)
16. Motion to approve the City providing on its website a link to the website that has been created concerning the mitigation of the Springfield Historic District, an African-American archaeological site, as part of the St. Sebastian Street Extension project. The Springfield Historic District website has been finalized and is available to the public. This website contains lesson plans at the 8th grade level and this is requesting that the Augusta-Richmond County Board of Education also be made aware of this educational opportunity. ☐ [Attachments](#)

- 17.** Approve letter from the Mayor to the Department of Transportation to transfer TE Grant from 5th Street Depot to James Brown Blvd. Streetscape Project. ☐ [Attachments](#)
- 18.** Approve award of Construction Contract to L-J, Inc. in the amount of \$537,085.00 and Capital Project Budget for the Turknett Springs Detention Basin Improvements Project, subject to receipt of signed contracts and proper bonds as requested by AED. Funding in the amount of \$537,085.00 with \$268,542.50 from Augusta Utilities and \$268,542.50 from SPLOST IV Augusta Public Services for project construction. ☐ [Attachments](#)

www.augustaga.gov



**Engineering Services Committee Meeting
9/8/2009 1:00 PM**

2009-2010 Agreement Between Augusta and Savannah River Ecology Laboratory

Department:	Utilities
Caption:	Approve and authorize execution of an agreement between Augusta and the University of Georgia Research Foundation, Inc. Savannah River Ecology Laboratory (SREL) for the continuation of research and data collection related to bird activity around the constructed wetland treatment system.
Background:	In the late 1990's Augusta negotiated an agreement with the Federal Aviation Administration (FAA) to allow the Utilities Department to continue to develop the constructed wetland treatment system which follows the James B. Messerly Water Pollution Control Plant. One of the conditions of that agreement is that Augusta will monitor the activity of birds in the vicinity of the constructed wetland and the Augusta Regional Airport in order to insure there is no adverse impact on airport operations due to the wetland construction. Augusta has enlisted the services of the Savannah River Ecology Laboratory to conduct this monitoring as a research program funded by the Utilities Department. The proposed program for this includes activities which are designed to study the effects of methods used to reduce the attractiveness of the wetland system to certain types of birds during the migratory season. The total cost of the proposed research program for this year is \$98,573.00.
Analysis:	The research program to date has yielded important data to support the development of the constructed wetland system at the current location. Continued monitoring of the bird activity and development of additional data will provide valuable information about the effectiveness of wildlife management activities as well as document the continued beneficial use of the wetlands as a wildlife habitat. This program should continue for at least another 3 years to provide this documentation.
Financial Impact:	The total cost of the proposed research program for 2009-2010 is \$98,573.00. Three additional years would not exceed \$110,000.00 per year.
Alternatives:	1) Approve the program for just one year, 2) discontinue the research program, or 3) negotiate a scaled-back program at a lower cost.
Recommendation:	We recommend that the proposed research program be approved and executed by the Mayor on behalf of Augusta. We further recommend that this program be extended for an additional 3 years at a maximum annual cost of \$110,000.00. The cost and scope of the program would be negotiated annually by the Utilities Department and approved by the Administrator based on the results of the previous year's research. If the negotiated cost

exceeds \$110,000.00 in any year the agreement would be brought back to the Commission for approval.

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

507043420-5212115

REVIEWED AND APPROVED BY:

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

AGREEMENT BETWEEN
THE UNIVERSITY OF GEORGIA RESEARCH FOUNDATION, INC.
SAVANNAH RIVER ECOLOGY LABORATORY
AND
AUGUSTA - RICHMOND COUNTY, GEORGIA

Effective, October 1, 2009, the University of Georgia Research Foundation, Inc., Savannah River Ecology Laboratory, hereinafter called the “University”, accepts from Augusta - Richmond County, a political subdivision of the state of Georgia through its Board of Commissioners, hereinafter called the “Sponsor”, a research grant, the conditions of which are as follows:

I. Objectives: There are six objectives of this research grant. **First**, the University will continue to develop and add to a previously-established aerial survey database describing the abundance and distribution patterns of waterfowl (ducks, geese, and swans), wading birds (herons, egrets, ibises, wood storks), other waterbirds (American coots, grebes, gallinules, cormorants, anhingas, gull species), raptors, and avian species of special interest (bald eagles, ospreys) using man-made wetlands in the vicinity of Augusta Regional Airport at Bush Field, hereinafter called the “Airport”. Specifically, additions to this database will continue to describe use by the aforementioned species of the nearby Messerly Wastewater Treatment Plant’s artificial wetlands and Merry Land and Investment Company’s Brickyard Ponds. **Second**, the University will continue to conduct ground-based bird movement surveys at both the Airport and the adjacent artificial wetlands. These ground-based surveys are designed to provide time-and location-specific information regarding the daily patterns of movement, altitude, and behavior of flocking bird species such as blackbirds and larger-bodied bird species including waterfowl, wading birds, and birds of prey. **Third**, the University will continue to serve as a resource to Airport personnel by providing assistance for the purpose of identifying birds involved in collisions with aircraft at the Airport and otherwise consulting with Airport personnel on bird issues. **Fourth**, the University will continue to examine historical and updated bird strike data from the Airport to identify patterns that may be associated with the construction and operation of the artificial wetlands. **Fifth**, the University will conduct a once-per-week evening qualitative assessment of blackbird use of the wetlands during October – March to guide bird harassment efforts conducted by the Sponsor’s bird-harassment team. At the time of these assessments, University personnel will also provide assistance to the bird-harassment team members to refine their use of bird-harassment tools. **Sixth** and finally, the University will summarize the above data in a manner so as to provide Airport and Augusta Utilities Department officials useful information for identifying potential bird hazards in the vicinity of the Airport, guiding bird control efforts, and gauging the effectiveness of bird control measures over time.

II. Programs: The co-principal contractors/investigators, Dr. I. Lehr Brisbin, Jr. and Robert A. Kennamer, Savannah River Ecology Laboratory, will direct the programs. The contractors/investigators will be assisted by certain technical consultants. Commitments as to the

extent of the obligations of these investigators will be the responsibility of the co-principal investigators, within the scope of the work plans approved by the Sponsor. Work plans for accomplishing each of the objectives listed above are attached.

III. Funds: (a). For the work accomplished by the University during the grant period from October 1, 2009 – September 30, 2010 (total cost - \$98,573), the Sponsor will pay the University \$98,573 upon submission of an invoice and upon receipt of evidence approved by the Sponsor that the work programs are well underway. Budgets for the research programs are attached.

(b). If this research grant is terminated prior to the end of the grant period, payments by the Sponsor shall be provided based on the actual incurred and/or obligated expenditures as of the date of termination.

(c). Expenditures shall be made at the discretion of the co-principal investigators in conformity with the approved budgets and work plans and in relation to the fiscal policies of the University.

IV. Liability: To the extent provided by Georgia law, each party agrees to be responsible for any and all liability including claims, demands, losses, costs, damages, and expenses of every kind and description, or damages to persons or property, arising out of or in connection with, or occurring during the course of this contract, where such liability is founded upon or grows out of the acts or omissions of any of the officers, employees, or agents of the party. The University assumes no responsibility for its interpretation of the data collected under these studies, with regard to aircraft accidents occurring as the result of bird strikes at the Airport.

V. Reports: The co-principal investigators will submit eight (8) copies of a final report to the Sponsor on November 1, in the year of the investigation's completion, covering all aspects of these investigations, in accordance with the conditions defined in the work plan agreed to by the University and the Sponsor. Interim presentations summarizing the results to date of the study, as described above, may be provided to the Sponsor if requested.

VI. Records: The University agrees to abide by the General Services Administration Federal Management Circular O.M.B. A-21 in regard to accounting for staff workloads.

VII. Publications: (a). The University shall have freedom of publication of the research conducted under this contract.

(b). All manuscripts written for publication will be a collaborative effort between the co-principal investigators and a designee of the Sponsor. In the event that no Sponsor collaborator is designated, the Sponsor will be provided two (2) courtesy copies of any manuscripts written by the co-principal investigators prior to publication.

(c). In the event that the Sponsor elects to provide data collected by the University under this research program to a third party for publication purposes, the co-principal investigators shall have the following options in regard to such publications: (1) The co-principal investigators and/or other University staff involved in the work may choose to be co-author(s) of the publication, with editorial privileges and/or (2) The co-principal investigators shall be allowed the option of having a disclaimer appear in the publication claiming no responsibility for the use and interpretation of data collected by the University.

VIII. Duration: (a). The period of performance shall be from October 1, 2009 – September 30, 2010.

(b). This research grant may be terminated at any time upon 30 days written notice by either party.

(c). The contract covering these research programs shall be renewable on an annual basis upon agreement of both the Sponsor and the University.

IX. Equal Opportunity Employment: During the performance of this contract, the University/Contractor agrees not to discriminate in its employment practices or subcontracts with regard to race, color, sex, age, religion, national origin or disability.

X. Inventions: Investigators/Contractors shall comply with the stipulations of P.L.96-517.

CO-PRINCIPAL CONTRACTOR/INVESTIGATOR

BY:

DATE:

Dr. I. Lehr Brisbin, Jr.,
Senior Ecologist Emeritus (Savannah River Ecology Laboratory)

CO-PRINCIPAL CONTRACTOR/INVESTIGATOR

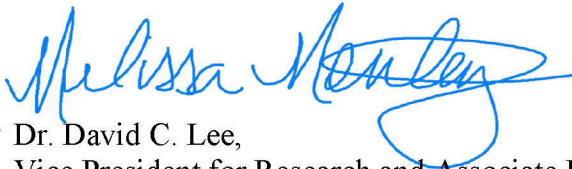
BY:

DATE:

Robert A. Kennamer,
Research Professional I (Savannah River Ecology Laboratory)

UNIVERSITY OF GEORGIA RESEARCH FOUNDATION, INC.

BY:

 DATE: 08/26/2009
for Dr. David C. Lee,
Vice President for Research and Associate Provost

AUGUSTA - RICHMOND COUNTY

BY:

DATE:

David S. Copenhaver,
Mayor

Attest: _____
Clerk of Commission

General Scope of Work for a Bird Study at Augusta Regional Airport at Bush Field and Messerly Wastewater Treatment Plant Constructed Wetlands Project

To effectively monitor bird populations that may or may not pose a hazard to air traffic operations, Savannah River Ecology Laboratory (SREL) proposes to continue aerial survey coverage of: (1) the artificial wetlands (i.e., Constructed Wetlands Project) constructed to process effluents from the Messerly Wastewater Treatment Plant, and (2) the Merry Land and Investment Company Brickyard Ponds. Continuation of minimal aerial bird surveys at only those two wetlands mentioned above is based upon prior weekly survey results (1998–2001) from a larger wetland complex indicating that these are the wetlands in the vicinity of Bush Field Airport that consistently attract the largest numbers of heavily-bodied birds such as geese, other waterfowl, wading birds, and flocking blackbirds to the vicinity of the airport where such species are of particular concern from the perspective of a potential aircraft-bird strike hazard. We will continue the minimal aerial bird surveys by maintaining the reduced frequency of these surveys at bi-weekly.

While limiting the extent of aerial surveys as described above, we also propose to continue ground-based bird movement surveys at both the airfield and the adjacent constructed wetlands. These ground-based surveys are designed to provide time- and location-specific information regarding the daily patterns of movement, altitude, and behavior of the larger-bodied bird species including waterfowl, wading birds, and birds of prey, as well as flocking blackbirds. This specific information will provide the type of detail that will allow airport management and flight controllers to continue to predict times, locations, and conditions of increased bird-strike hazard potential that would be of particular consequence to aircraft in the area. Furthermore, with the habitat alterations now being implemented at the artificial wetlands during fall/winter (i.e., airboat crushing of vegetation) and with active bird dispersal activities (e.g., pyrotechnics, or acoustics) now being used at the airfield and the artificial wetlands, these ground-based bird movement surveys have the further importance of helping to evaluate the effectiveness of these techniques and identifying any new problematic bird movement patterns that might be created by such bird disturbances.

This contract period will also include a series of qualitative assessments of blackbird use of the entire artificial wetlands and surrounding tree-line that will be used to guide the bird harassment activities conducted there. Particular areas within the wetlands harboring relatively large numbers of roosting blackbirds will be identified before, during, and after Augusta Utilities Department vegetation crushing by airboats. The results from these once-per-week assessments (conducted from October through March) will be communicated to the bird-harassment team so that optimizing adjustments can be made quickly to the bird harassment activities. These same evening visits to the wetlands will also be used to meet with the Sponsor's bird-harassment team members to train and refine their use of all the tools they have to work with, including the Avian Dissuader laser and various pyrotechnic/launcher devices. These qualitative assessments will further be used in the decision-making process to determine if and when vegetation crushing by airboats will need to be carried out.

In addition to bird surveys described above, the SREL co-principal investigators and/or technical consultants supported under this contract will act as an avian information resource by providing professional consultation to the Sponsor's bird-harassment team and Bush Field Airport personnel with regard to bird issues, including help in identifying the remains and/or photographs of any birds involved in aircraft strikes in the vicinity of Bush Field or in the effective use/deployment of bird-harassment techniques (e.g., sound, lasers, pyrotechnics, etc.) that may be used.

In order to keep the cost of this work as low as possible, we propose to continue to provide an annual report to Augusta that is similar in detail to the previous year's (2009) version that includes a comprehensive, yet simplified approach of summarizing the results primarily in tabular and graphical form (excluding detailed statistical analyses), with an accompanying Executive Summary explaining the meaning and importance of the data that have been collected. We will be available however to verbally discuss our findings with Augusta Utilities Department and Bush Field officials, including the Wildlife Control Specialist, as necessary. This approach will continue to be the most cost-effective in terms of directing a greater proportion of the overall budget to personnel who are involved directly with the collection and reporting of critical data.

Specific details for carrying-out the research programs of this study ([I] conducting aerial surveys of bird, [II] conducting ground-based bird-movement surveys, [III] conducting qualitative assessments of roosting blackbirds in the Constructed Wetlands Project with bird-harassment techniques refinement) are provided in the three individual scope of work plans that follow. Separate budgets for each of the three major study components are also provided.

RESEARCH PROGRAM I :

Scope of Work for Aerial Surveys of Birds at the Constructed Wetlands Project and the Merryland Ponds

(12 months, beginning October 1, 2009)

Wetland vegetation alteration such as the crushing by airboats now being used at the Constructed Wetlands has the potential to increase the undesired use of the Constructed Wetland Project by waterfowl and wading birds by reducing vegetation density and placing much of that vegetation at or below the water surface. Habitually, wading birds and in particular waterfowl, which may be drawn to the artificial wetland cells as a result of a vegetation crushing program, often remain at the water surface for much of the day once arriving at these destinations; they may even spend the night at such destinations with negligible/absent flight activity. Ground-based bird movement surveys of Research Program II are not designed to detect birds in wetlands unless they are visible to observers from ground level while actively engaged in flight. Maintaining a minimal plan for aerial bird surveys of the Constructed Wetlands of the Messerly Wastewater Treatment Plant and the Merry Land and Investment Company Brickyard Ponds will assure the detection of such undesired bird use should it occur. SREL personnel will engage the services of Augusta Aviation, Inc., based at Daniel Field Airport in Augusta, to provide aircraft and pilots for conducting aerial bird surveys over these study areas. These aerial surveys will be conducted in close coordination with Bush Field administrative officials and air-traffic controllers to assure safety of all aircraft operating in the vicinity of the airfield during the execution of these surveys.

During aerial surveys, SREL observers will reference only species and numbers of individuals from the following list: waterfowl (ducks, geese, and swans), wading birds (herons, egrets, ibises, wood storks), other large and/or flocking waterbirds (coots, cormorants, anhingas, gull spp.), and raptors (hawks, kites, vultures, bald eagles, ospreys). Sightings will be map-referenced at the time of occurrence. Other data to be included with each aerial survey are: date, beginning and ending times of the survey, local weather conditions (including temperature, wind speed, extent of wetland icing in winter, etc.), and sightings (map-referenced) of people, watercraft, or other disturbance-related activities taking place during the aerial survey. Actual duration of these aerial surveys will be approximately 45 minutes each, allowing additional flight time of about 10 minutes for travel time to and from Daniel Field and the possibility of surveys being interrupted by air-traffic controllers while other aircraft move through the survey area. Aerial surveys will be conducted from a height of approximately 400–500 ft and at a minimal, but safe airspeed given the prevailing weather conditions.

This project will include twenty-five (25) flights over a contract period of twelve (12) months to be executed at approximately bi-weekly intervals (no aerial surveys will be undertaken during the week of the Masters Golf Tournament). If inclement weather or aircraft unavailability precludes the completion of more than four (4) flights over the contract period, flights may be added to the end of the contract period or unused funds may be used for other purposes related to the study during the contract period, at the discretion of the Sponsor.

For the purposes of electronic data storage and summarization, map-referenced data from the aerial surveys will include only the Constructed Wetlands Project near the Messerly Wastewater Treatment Plant and the Merry Land and Investment Company Brickyard Ponds. Birds will be identifiable to individual wetland cells of the Constructed Wetlands Project. Data will be stored on a networked PC-workstation operating in a Microsoft-Windows environment. Upon project completion, all data will be provided to the Sponsor in a mutually agreeable database format (e.g., Microsoft Excel). Data summaries will be performed using the Statistical Analysis System (SAS Institute, Inc.). Summaries will include locational (wetland cell) differences in avian species assemblages and numbers, as well as temporal changes in bird distributions among wetland cells. Since bird use of the Constructed Wetlands Project will be specified by individual wetland cells, this aerial survey data will be used in conjunction with the vegetation alteration (i.e., airboat crushing) program conducted in wetland cells to determine if such alteration of the vegetation increases undesired use by waterfowl and other wetland bird species.

RESEARCH PROGRAM II :

Scope of Work for Ground-Based Bird-Movement Surveys at the Augusta Regional Airport at Bush Field and the Constructed Wetlands Project

(12 months, beginning October 1, 2009)

Based on previous aerial surveys of bird abundance and distribution in wetlands near the Augusta Regional Airport at Bush Field, relatively large numbers of large-bodied aquatic birds are found in the area, particularly during the winter period when migratory waterfowl are most abundant. In addition to the many waterfowl found in the area, numerous wading birds, divers including cormorants and anhingas, blackbirds, gulls, and raptors including vultures are known to frequent the area as well. Wetlands near Bush Field harboring the majority of these birds include the Merry Land and Investment Company Brickyard Ponds and the Constructed Wetlands Project of the Messerly Wastewater Treatment Plant. Based on previous ground-based bird-movement surveys, extremely large numbers (in the millions) of migrant blackbirds move through airspace in the vicinity of Bush Field and the Constructed Wetlands Project in the fall/winter period on a twice-daily basis. These blackbirds, in particular, have created an annual period of high hazardous conditions to aircraft operating in the area.

SREL personnel will continue to collect ground-based bird data to determine daily behavior and movement patterns (i.e., timing, directions, altitudes) of birds moving through the airspaces of Bush Field and the Constructed Wetlands Project. Emphasis will be placed on documentation of movements of flocking bird species such as blackbirds and large-bodied bird species such as waterfowl that are most likely to produce serious consequences when involved in collisions with aircraft.

Bird movements will be documented from routinely-monitored ground stations at Bush Field and the Constructed Wetlands Project. Stations selected at Bush Field (3) and at the Constructed Wetlands Project (1) in December 2001 will continue to be used to ensure adequate coverage of the areas of interest. The daylight hours will be divided into four approximately equal time blocks: (1) 15 minutes before sunrise until 9:00AM, (2) 9:01AM until 12:00PM, (3) 12:01PM until 3:00PM, and (4) 3:01PM until 15 minutes after sunset (Eastern Standard Times; one hour added when Eastern Daylight Saving Time is in use). Emphasis will be placed on the time blocks coinciding with sunrise and sunset, because most bird movements occur during these times of the day. Observations will be made at two different stations within two different time blocks daily, for two days each week, for four weeks each month of the study. This methodology allows for all possible combinations of the four locations and the four time blocks to be chosen monthly in a randomized design. Observations will be made over a 2.5 hr period and will consist of four 30-minute observation bouts with a 10-minute lapse between each observation period. Observations will be initiated at the beginning of a time block with the exception of the last time block, which will be timed so that the final 30-minute observation bout ends approximately 15 minutes after sunset. During the observation bouts, observers will scan the 360° horizon with binoculars, attempting to collect data on as many flying birds as possible with no upper limit on distance from the observer. Short movements by birds (<100m) or movements by small

passerine birds in flocks of less than 20 birds will not be recorded. Emphasis will be placed on movements of waterfowl (ducks and geese), wading birds (herons, egrets, ibises, wood storks), other large and/or flocking waterbirds (coots, cormorants, anhingas, gull spp., blackbird spp.), and raptors (hawks, kites, vultures, bald eagles, ospreys). During times of intense movements, observers will give priority to larger birds and larger flocks. Observations will be conducted regardless of weather conditions. In addition to meteorological data, the following data will also be recorded for each observation: time, species, actual or estimated number of individuals, approximate distance from the observer, approximate direction from observer, estimated altitude above land or water, approximate direction of bird movement, and flight behavior (e.g., level flight, soaring, landing, taking-off).

Data will be stored on a networked PC-workstation operating in a Microsoft-Windows environment. Upon project completion, all data will be provided to the Sponsor in a mutually agreeable database format (e.g., Microsoft Excel). For the purposes of electronic data storage and summarization, bird movement data from Bush Field and the Constructed Wetlands Project will be retained according to each of four observational stations. Data summaries will be performed using the Statistical Analysis System (SAS Institute, Inc.). Summaries will be made for each observation station and will be comprised of avian species movement patterns including timing and direction of flight, flight altitudes, and temporal (annual and seasonal) changes in bird movement patterns.

As a part of this Research Program, the SREL co-principal investigators and/or technical consultants will act as an avian information resource by providing professional consultation to Bush Field Airport personnel with regard to bird-strike issues, including help in identifying the remains and/or photographs of any birds involved in aircraft strikes in the vicinity of Bush Field or in the effective use/deployment of bird-harassment techniques (e.g., sound, lasers, pyrotechnics, etc.) that may be used.

RESEARCH PROGRAM III :

Scope of Work for Conducting Qualitative Assessments of Roosting Blackbirds in the Constructed Wetlands Project with Bird-Harassment Techniques Refinement

(12 months, beginning October 1, 2009)

Based on previous ground-based surveys of bird abundance and movements in and around the Constructed Wetlands Project of the Messerly Wastewater Treatment Plant (WTP) near the Augusta Regional Airport at Bush Field, blackbirds numbering into the millions have been shown to roost at night within and adjacent to the Constructed Wetlands where they use the standing vegetation of the wetland cells as a roosting substrate. This behavior is particularly notable in the fall/winter months (November–February) when migratory blackbirds frequent the area. Fall crushing of standing vegetation in the entire Constructed Wetlands was first used as a successful habitat alteration for dissuading use of the wetlands by roosting blackbirds in November and December 2008 and will be carried out again as early as mid-October in 2009 by contractors working for the Augusta Utilities Department. Multiple airboat crushing events in the same fall/winter will likely be required to maintain the desired vegetation alteration and thus keep roosting blackbird numbers in check as the season progresses, so insight as to when vegetation re-crushing is needed will be valuable. In addition to altering habitat as a bird deterrent, the WTP operators, Operations Management International (OMI), Inc., first assembled a bird-harassment team in late 2008 to begin actively engaging the roosting blackbirds with the aid of propane cannons and other pyrotechnic/acoustic devices. In 2009, with a desire to further develop the activities of the bird-harassment team, SREL personnel will make qualitative assessments of numbers of roosting blackbirds in all wetland cells and the surrounding tree-line that will be used to guide and coordinate the activities of the bird-harassment team. These same qualitative assessments will further be used in the decision-making process to determine if and when vegetation re-crushing by airboats will need to be carried out. Additionally, SREL personnel will work with the bird-harassment team to increase basic knowledge of birds and to provide further training and refinement in their use of bird-harassment tools.

During this contract period, once-per-week visits to the Constructed Wetlands will be made from October through March. Since blackbirds roosting in the wetland cells arrive in the evening and depart at dawn, the assessments will concentrate on the evening arrival period. Observations will be conducted from 30 minutes before sunset until 30 minutes after sunset (Eastern Standard Times). Each evening while at the Constructed Wetlands, SREL personnel will qualitatively examine blackbird use of all wetland cells and the surrounding tree-line while traversing the site in a vehicle, noting areas of high-density bird-use and prioritizing areas for the concentration of bird harassment activities. SREL personnel will communicate the findings of these assessments within 24-hours to designated OMI or Augusta Utilities Department personnel via e-mail or voice communication. SREL personnel will also coordinate to meet with bird-harassment team members while at the Constructed Wetlands for the purpose of general consultation on matters related to wetlands and birds, improving basic knowledge of bird identification/behavior, and providing training/refinement in the use of such devices as the Avian Dissuader laser, propane cannons, and various pyrotechnic/launcher devices.

Under this agreement, SREL personnel will only be responsible for conducting the assessments of bird use of the artificial wetlands and offering refinement of bird-harassment techniques associated with this scope of work. SREL will not assume responsibility for conducting the vegetation crushing or any other type of vegetation alteration. Costs and logistics for conducting the vegetation alteration and costs associated with bird-scaring devices and the actual bird harassment will be the responsibility of the Sponsor.

RESEARCH PROGRAM I :**Budget for Aerial Surveys of Birds at the
Constructed Wetlands Project and the Merryland Ponds**

(12 months, beginning October 1, 2009)

Personnel costs, including benefits

R.A. Kennamer (Co-PI; Research Professional, 7.5% FTE)

Salary: \$3,685 Actual Benefits @ 42%: \$1,548 \$ 5,233.00

A.L. Bryan, Jr. (Research Professional, 3.75% FTE)

Salary: \$2,325 Actual Benefits @ 37%: \$860 \$ 3,185.00

Aircraft and pilot (Augusta Aviation, Daniel Field)

bi-weekly aerial surveys @ approx. 0.75 hr each \$ 2,813.00

Vehicle expenses

\$ 750.00

Expendable supplies

\$ 150.00

RESEARCH PROGRAM I DIRECT COST**\$12,131.00****UGA/SREL INDIRECT COST (@ 30%)****\$ 3,639.00****RESEARCH PROGRAM I : TOTAL COST****\$15,770.00**

RESEARCH PROGRAM II :

Budget for Ground-Based Bird-Movement Surveys at the Augusta Regional Airport at Bush Field and the Constructed Wetlands Project

(12 months, beginning October 1, 2009)

Personnel costs, including benefits

I.L. Brisbin, Jr. (Co-Principal Investigator, 4% FTE)

Salary: \$4,774 Actual Benefits @ 12%: \$573 \$ 5,347.00

R.A. Kennamer (Co-PI; Research Professional, 65% FTE)

Salary: \$31,935 Actual Benefits @ 42%: \$13,413 \$45,348.00

Vehicle expenses

\$ 2,500.00

RESEARCH PROGRAM II DIRECT COSTS

\$53,195.00

UGA/SREL INDIRECT COSTS (@30%)

\$15,959.00

RESEARCH PROGRAM II : TOTAL

\$69,154.00

RESEARCH PROGRAM III :**Budget for Conducting Qualitative Assessments
of Roosting Blackbirds in the Constructed Wetlands Project
with Bird-Harassment Techniques Refinement**

(12 months, beginning October 1, 2009)

Personnel costs, including benefits

I.L. Brisbin, Jr. (Co-Principal Investigator, 2% FTE)

Salary: \$2,387 Actual Benefits @ 12%: \$286 \$ 2,673.00

R.A. Kennamer (Co-PI; Research Professional, 10% FTE)

Salary: \$4,913 Actual Benefits @ 42%: \$2,063 \$ 6,976.00

Vehicle expenses

\$ 750.00

Expendable supplies

\$ 100.00

RESEARCH PROGRAM III DIRECT COSTS**\$10,499.00****UGA/SREL INDIRECT COSTS (@30%)****\$ 3,150.00****RESEARCH PROGRAM III : TOTAL****\$13,649.00****RESEARCH PROGRAM II : TOTAL (from page 13)****\$69,154.00****RESEARCH PROGRAM I : TOTAL (from page 12)****\$15,770.00****GRAND TOTAL:****\$ 98,573.00**

Prepared by: Dr. I. Lehr Brisbin, Jr. and Robert A. Kennamer

The University of Georgia

Savannah River Ecology Laboratory

P.O. Drawer E, Aiken, SC 29802

(803) 725-0387

rkennamer@srel.edu



**Engineering Services Committee Meeting
9/8/2009 1:00 PM**

Accept terms of contract item agreement with Georgia Department of Transportation concerning installation costs of water and sanitary sewer mains on GDOT Project # STP-0001-00 (794) Alexander Drive.

Department: Augusta Utilities Department

Caption: Provide necessary signatures on furnished agreement to include Augusta Utilities Department water and sanitary sewer main relocations in the Georgia Department of Transportation contract for Alexander Drive. The estimated cost of the construction is \$298,192.50.

Background: The Georgia Department of Transportation project to improve Alexander Drive will be paid for in part using Federal Stimulus Program dollars. A recent change to the Federal stimulus program allows GDOT to cover the costs for replacement of the existing water main, a cost normally borne fully by Augusta Utilities Department. Augusta Utilities Department will be solely responsible for the cost of new sanitary sewer installation, which is the estimated cost reflected in the agreement furnished by GDOT

Analysis: Approving this agreement will allow GDOT to award their contract including the cost for Augusta Utilities Department sanitary sewer main. The fee is fair and reasonable. With the completion of this project, the area of Alexander Drive served by these new mains will enjoy years of trouble free service

Financial Impact: Funds for this work are available in account number 507043410-5425110/80800030-5425110

Alternatives: No alternatives are recommended.

Recommendation: We recommend the Commission agree to the terms of the contract item agreement with Georgia Department of Transportation in the amount of \$298,192.50

Funds are Available in the Following Accounts: 507043410-5425110/80800030-5425110

REVIEWED AND APPROVED BY:

Cover Memo

**Finance.
Procurement.**

**Law.
Administrator.
Clerk of Commission**



**Engineering Services Committee Meeting
9/8/2009 1:00 PM
adoption of flood insurance study and flood insurance rate maps**

Department: Planning Commission

Caption: Approve the adoption of the Flood Insurance Study and the associated Flood Insurance Rate Maps for Augusta Richmond County.

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:

Clerk of Commission

ORDINANCE NO. _____

A resolution by the Augusta-Richmond County Planning Commission recommending that the Flood Insurance Study and the Flood Insurance Rate Maps for Augusta-Richmond County, Georgia, both with an effective date of September 25, 2009, be adopted as follows:

AN ORDINANCE TO ADOPT THE FLOOD INSURANCE STUDY (FIS), STUDY NUMBER 13245CV000A, WITH AN EFFECTIVE DATE OF SEPTEMBER 25, 2009, AND THE FLOOD INSURANCE RATE MAPS (FIRMS), MAP NUMBERS 13245IND0A, 13245C0015F, 13245C0020F, 13245C0040F, 13245C0070F, 13245C0085F, 13245C0090F, 13245C0095F, 13245C0105F, 13245C0110F, 13245C0115F, 13245C0120F, 13245C0130F, 13245C0135F, 13245C0140F, 13245C0145F, 13245C0175F, 13245C0185F, 13245C0200F, 13245C0205F, 13245C0210F, 13245C0225F, 13245C0230F, 13245C0235F, 13245C0240F, 13245C0245F, 13245C0255F, 13245C0265F, 13245C0300F, 13245C0325F, 13245C0330F, AND 13245C0355F, WITH AN EFFECTIVE DATE OF SEPTEMBER 25, 2009, AS THEY PERTAIN TO AUGUSTA, GEORGIA, IN THEIR ENTIRETY.

THE AUGUSTA COMMISSION HEREBY ORDAINS:

SECTION I. That the Flood Insurance Study (FIS), Study Number 13245CV000A, with an effective date of September 25, 2009, and the Flood Insurance Rate Maps (FIRMS), Map Numbers 13245IND0A, 13245C0015F, 13245C0020F, 13245C0040F, 13245C0070F, 13245C0085F, 13245C0090F, 13245C0095F, 13245C0105F, 13245C0110F, 13245C0115F, 13245C0120F, 13245C0130F, 13245C0135F, 13245C0140F, 13245C0145F, 13245C0175F, 13245C0185F, 13245C0200F, 13245C0205F, 13245C0210F, 13245C0225F, 13245C0230F, 13245C0235F, 13245C0240F, 13245C0245F, 13245C0255F, 13245C0265F, 13245C0300F, 13245C0325F, 13245C0330F, and 13245C0355F, with an effective date of September 25, 2009, as they pertain to regulating Flood Damage Prevention in Augusta, Georgia, be adopted in their entirety.

SECTION II. That any and all Flood Insurance Studies (FISs) and Flood Insurance Rate Maps (FIRMs) with effective dates prior to September 25, 2009, be rendered null and void for regulating Flood Damage Prevention in Augusta, Georgia.

SECTION III. All Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed.

Done in Open Meeting under the Common Seal thereof this _____ day of _____, 2009.

APPROVED THIS _____ day of _____, 2009.

MAYOR, AUGUSTA COMMISSION
AUGUSTA, GEORGIA

ATTEST:

CLERK OF COMMISSION



**Engineering Services Committee Meeting
9/8/2009 1:00 PM**

**Amend Agreement with Georgia Power Company for Power Distribution Termination Services at James B. Messerly
WPCP**

Department:	Utilities
Caption:	Amend agreement with Georgia Power Company for Power Distribution Termination Services at James B. Messerly WPCP.
Background:	In February 2008 Augusta entered into an agreement with Georgia Power Company (GPC) for GPC to provide backup power generation equipment, high voltage electrical switchgear and termination of some of the high voltage cables for the James B. Messerly Water Pollution Control Plant upgrade project. After review of the work being performed on this project through our Construction Manager at Risk, Parsons Water and Infrastructure, Inc., it has become evident that GPC should make all of the high voltage cable terminations on the project to insure proper coordination of the work. GPC has provided the attached proposal for increasing the scope of their work to include all of the high voltage cable terminations. Their price for this additional work is \$206,667.00.
Analysis:	The cost for completing this scope of work appears to be reasonable. Parsons has agreed to compensate for the reduction in their scope of work by moving funds equal to the cost of this work from their Project Contingency to the Owner's Allowance portion of the project. Funds in the Owner's Allowance cannot be used by Parsons to cover the cost of work within their original scope. The \$206,667.00 would be paid to GPC through an addition to our current billings for power services over a six month period.
Financial Impact:	\$206,667.00 from account 506043310-5312310 in equal payments over a six month period.
Alternatives:	No feasible alternatives are available due to complexity of the high voltage power distribution system.
Recommendation:	Approve the proposed additional scope of work to be performed by Georgia Power Company at a cost of \$206,667.00 to be paid through a six-month additional charge on monthly power bill.
Funds are Available in the Following Accounts:	506043310-5312310

REVIEWED AND APPROVED BY:

Finance.

Procurement.

Law.

Administrator.

Clerk of Commission

6711 Londonderry Way
Bin 79510
Union City, GA 30291
770-969-6609
770-969-6615 fax



August 4, 2009

Mr. Allen Saxon
Assistant Director for Wastewater Treatment
Augusta Utilities Department
360 Bay Street, Suite 180
Augusta, GA 30901

Re: Messerly WPCP

Dear Allen:

Georgia Power ("GPC") is pleased to offer you the following services for additional work in connection with this distribution system project (the "Project") at City of Augusta- J. B. Messerly Water Pollution Control Plant ("Customer"), Augusta, GA.

Scope of work:

GPC will provide labor, material and equipment to complete the below listed.

- Provide and install 2 runs (4 – 750 CMIL, 2 - 4/O GND) from MSG to Pole #1
- Provide and install 2 runs (4 – 750 CMIL, 2 – 4/O GND) from MSG to Pole #2
- Terminate and Hypot all cables from MSG to Poles #1 and #2
- Coordinate all work for connection to utility
- Terminate and Hypot both ends of cables from the load side of LISG to high side of XFMR-5 (3 - #1/O W #6 GND)
- Run duct bank from the load side of LISG to the existing splice point and provide new wires and splice to the existing wires

- Terminate and Hypot wire 4(3 - #1/O W #6 GND) between LISG and existing XFMR 1, 2, & 3
- Demo existing LISG Pad and construct new LISG Pad

Contract Price for above scope: _____ **\$206,667.00**

NOTES:

GPC understands that this project to be built in sections at different times and mobilization and Re-mobilization will be frequent.

All core drilling by others

If there are any delays, or unforeseen problems or complications there will be an extra charge consisting of labor, equipment and material (+) 20% at owners Approval.

The terms and conditions from our original contract for distribution and generation at the Messerly site will apply.

Thank you again for allowing us the opportunity to present our proposal. We are very eager to serve your distribution system needs and look forward to hearing from you soon.

Sincerely,

David Banks

David Banks
Sales & Construction Manager – Power Services
Georgia Power Company
Phone – 770-468-0407
Fax – 770-969-6615
Email – dlbanks@southernco.com

IN WITNESS WHEREOF, Georgia Power and the Customer have caused this Agreement to be signed by their respective duly authorized officers as of the date below.

AUGUSTA, GEORGIA

By: _____
The Honorable David S. Copenhaver
Mayor

Date: _____

ATTEST CLERK:

By: _____
Lena J. Bonner
Clerk of the Commission

Date: _____

APPROVED AS TO FORM:

By: _____
Chiquita Johnson
Augusta General Counsel

Date: _____

DEPARTMENT APPROVAL:

By: _____
Drew Goins
Interim Director, Augusta Utilities Department

Date: _____

GEORGIA POWER COMPANY

By: _____

Name: _____

Title: _____

Date: _____



Engineering Services Committee Meeting
9/8/2009 1:00 PM
Belair Rd Improvements - CPB Chg #2/SA#3

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

Caption: Approve CPB # 323-041110-201823332 Change Number Two and Supplemental Agreement Number Three in the amount of \$65,000.00 on the Belair Road Improvements project. Funding is available in the project contingency account to be transferred to the project engineering account as requested by AED.

Background: The scope of the project is to provide surveying, planning, design and permitting for operational improvements along Belair Road based on the recommendations in the Traffic Study prepared by Southeastern Engineering, Inc.

Analysis: These improvements will include: new left and right turn lanes on Belair Road on the east and west side of Jimmie Dyess Parkway (SR 383), north and south left turn lanes on Belair Road on to Bridgeport Drive, a left turn to Norwood Drive, a right turn off of Belair onto Wrightsboro Road, and a left turn off of Wrightsboro on to Belair Road. Design services to also include signalization of the intersection of Belair Road and Wrightsboro Road

Financial Impact: Funds in the amount of \$65,000.00 are available in the Project's Contingency Account 323-041110-201823332/6011110 to be transferred to the project Engineering Account 323-041110-201823332/52-12115 upon Commission approval

Alternatives: 1) Approve CPB # 323-041110-201823332 Change Number Two and Supplemental Agreement Number Three in the amount of \$65,000.00 on the Belair Road Improvements project. Funding is available in the project contingency account to be transferred to the project engineering account as requested by AED. . 2. Do not approve.

Recommendation: Approve Alternative Number One.

Funds are Available in the Following Accounts: 323-041110-201823332/6011110

REVIEWED AND APPROVED BY:

Cover Memo

Finance.
Procurement.
Law.
Administrator.
Clerk of Commission

**AUGUSTA, GEORGIA
ENGINEERING DEPARTMENT
SUPPLEMENTAL AGREEMENT**

Project No. **323-041110-201823332**
Supplemental Agreement No.2
PO: **71248**

WHEREAS, We, "**Rochester and Associates**" Consultant, entered into a contract with Augusta-Richmond County on "February 18, 2003", for engineering design services associated with the "**Belair Road Improvements Project**", Project No. 323-041110-201823332, File Reference No. 08-014 (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:

Assist Augusta-Richmond County with surveying, planning, design and permitting of three (3) intersections along Belair Road based on the recommendations in the March 13, 2009 Traffic Study prepared by Southeastern Engineering, Inc.

It is agreed that as a result of the above described modification the contract amount is increased by **\$65,000.00** from **\$164,578.09** to a new total of **\$229,578.09.**

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, "**Rochester and Associates**", 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 _____, 2009.

RECOMMEND FOR APPROVAL:

CITY OF AUGUSTA-RICHMOND COUNTY
AUGUSTA, GEORGIA

Deke Copenhaver, Mayor

Approved: Date _____

Approved: Date _____
[ATTACHED CORPORATE SEAL]

ATTEST:

Title: _____



**Engineering Services Committee Meeting
9/8/2009 1:00 PM**

Deed of Dedication and Maintenance Agreement for Utilities from West Wheeler Townhomes, Phase 8

Department: Augusta Utilities Department

Caption: Motion to approve a Deed of Dedication and Maintenance Agreement for Water and Sanitary Sewer from West Wheeler Townhomes, Phase 8.

Background: West Wheeler Townhomes, Phase 8 was developed by ATC Development Corp., which wishes to dedicate the water and sanitary sewer systems to Augusta.

Analysis: The Augusta Utilities Department inspected the water and sanitary sewer systems on April 8, 2009, and found them to be acceptable.

Financial Impact: None

Alternatives: Deny motion to approve a Deed of Dedication and Maintenance Agreement for Water and Sanitary Sewer from West Wheeler Townhomes, Phase 8.

Recommendation: Approve motion to approve a Deed of Dedication and Maintenance Agreement for Water and Sanitary Sewer from West Wheeler Townhomes, Phase 8.

Funds are Available in the Following Accounts: N/A

REVIEWED AND APPROVED BY:

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

STATE OF GEORGIA

COUNTY OF RICHMOND

DEED OF DEDICATION

WEST WHEELER TOWNHOMES, PHASE 8

[Utilities only-Private Streets]

WHEREAS, ATC Development Corp. (hereinafter known as “**DEVELOPER**”) owns a tract of land in Richmond County, Georgia known as West Wheeler Townhomes, Phase 8 and in the building of a housing subdivision on said tract, it has laid out a water distribution system and gravity sanitary sewerage system, in said subdivision; and

WHEREAS, it is the desire of **DEVELOPER**, to deed water distribution system, the sanitary sewer and apparatuses to remain private, to **AUGUSTA, GEORGIA**, (hereinafter known as “**AUGUSTA**”), a political subdivision acting by and through the Augusta-Richmond County Commission for maintenance and control, reserving unto itself the maintenance and control of the storm drainage system and the road and street system; and

WHEREAS, a Utility As-Built Plat of the above stated subdivision has been prepared by Southern Partners, Inc., dated March 17, 2009, said plat being recorded as an attachment to this document, and to which reference is hereby made to said plat for a more complete and accurate description as to the land herein described; and

WHEREAS, **AUGUSTA**, by and through the Augusta-Richmond County Commission, has consented and agreed to accept and maintain said water distribution system and gravity sanitary sewerage system; and

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

NOW, THEREFORE, this indenture made this ____ day of _____,
20____ between **DEVELOPER** and **AUGUSTA**,

W I T N E S S E T H:

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

Exclusive 20 foot easement(s) in perpetuity over the water distribution system and the gravity sanitary sewerage system, as shown on the aforementioned plat.

Together with all of the necessary rights of ingress and egress for the purpose of maintaining the described water distribution system and gravity sanitary sewerage system.

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

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

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

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

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

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

DEVELOPER: ATC DEVELOPMENT CORP.

Signed, sealed and delivered in

By: [Signature]

PRINTED NAME: W R. Belangia

As its President

Witnessed By: [Signature]

[Signature]
Notary Public, State of Georgia
My Commission Expires: 11-18-2012

Attest: [Signature]

As Its: Vice-president

(SEAL)

ACCEPTED BY:

AUGUSTA, GEORGIA

By: _____
As its Mayor

Attest: _____
Clerk

(SEAL)

**STATE OF GEORGIA
COUNTY OF RICHMOND**

**MAINTENANCE AGREEMENT
WEST WHEELER TOWNHOMES, PHASE 8**
(Utility Water Distribution System and Gravity Sanitary Sewer System)

THIS AGREEMENT, entered into this ____ day of _____, 2009, by and between ATC Development Corp., hereinafter referred to as the "**DEVELOPER**", and **AUGUSTA, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as the "**AUGUSTA**":

WITNESSETH

WHEREAS, the **DEVELOPER** has requested that **AUGUSTA** accept the water distribution system and the gravity sanitary sewer system for the subdivision known as West Wheeler Townhomes, Phase 8, as shown by a Deed of Dedication, contemporaneously tendered and recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, with this document; and

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

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

(1) **AUGUSTA** accepts the gravity sanitary sewer system and water distribution system for the subdivision, respectively described in the Deed contemporaneously tendered herewith to the Augusta-Richmond County Commission.

(2) The **DEVELOPER** agrees to maintain all the installations laid or installed in said subdivision as described in said Deed for a period of eighteen months from the date of final inspection and approval, that date being **APRIL 8, 2009**.

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

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

determined by **AUGUSTA**.

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

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

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

Signed, sealed and delivered, in the presence of:

[Signature]

Witness

[Signature]

Notary Public

State of Georgia

My Commission Expires: 11-18-2012

(SEAL)

ATC DEVELOPMENT CORP.

By: [Signature]

PRINTED NAME: W. R. Belangia

As its President

Attest: [Signature]

As Its: Vice-president

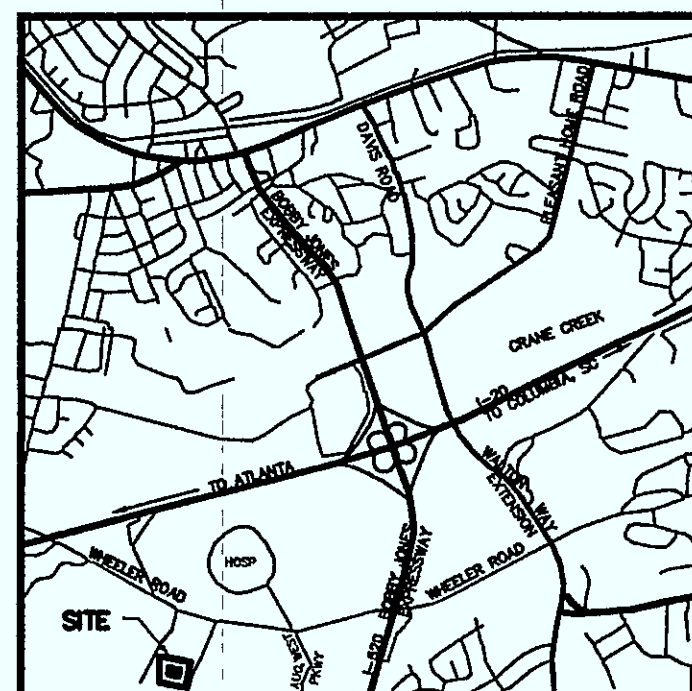
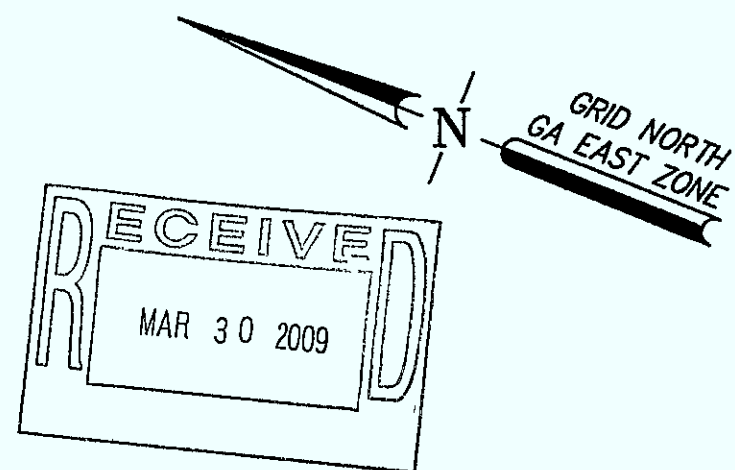
ACCEPTED BY:

AUGUSTA, GEORGIA

By: _____
Deke Copenhaver
As its Mayor

Attest: _____
Clerk

(SEAL)



LOCATION MAP

UTILITY AS-BUILT
of
PHASE 8
WEST WHEELER TOWNHOMES
PROPERTY LOCATED IN WEST AUGUSTA

AUGUSTA, RICHMOND COUNTY, GEORGIA

DATE MARCH 17, 2009 SCALE 1" = 40'

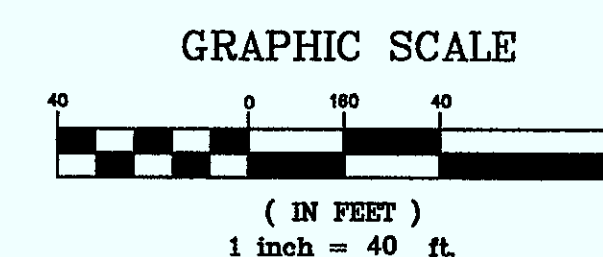
PREPARED FOR
(OWNER / DEVELOPER)

ATC DEVELOPMENT CO.
220 BOY SCOUT ROAD AUGUSTA, GA 30909 (706) 736-6588

PREPARED BY

SOUTHERN PARTNERS, INC.

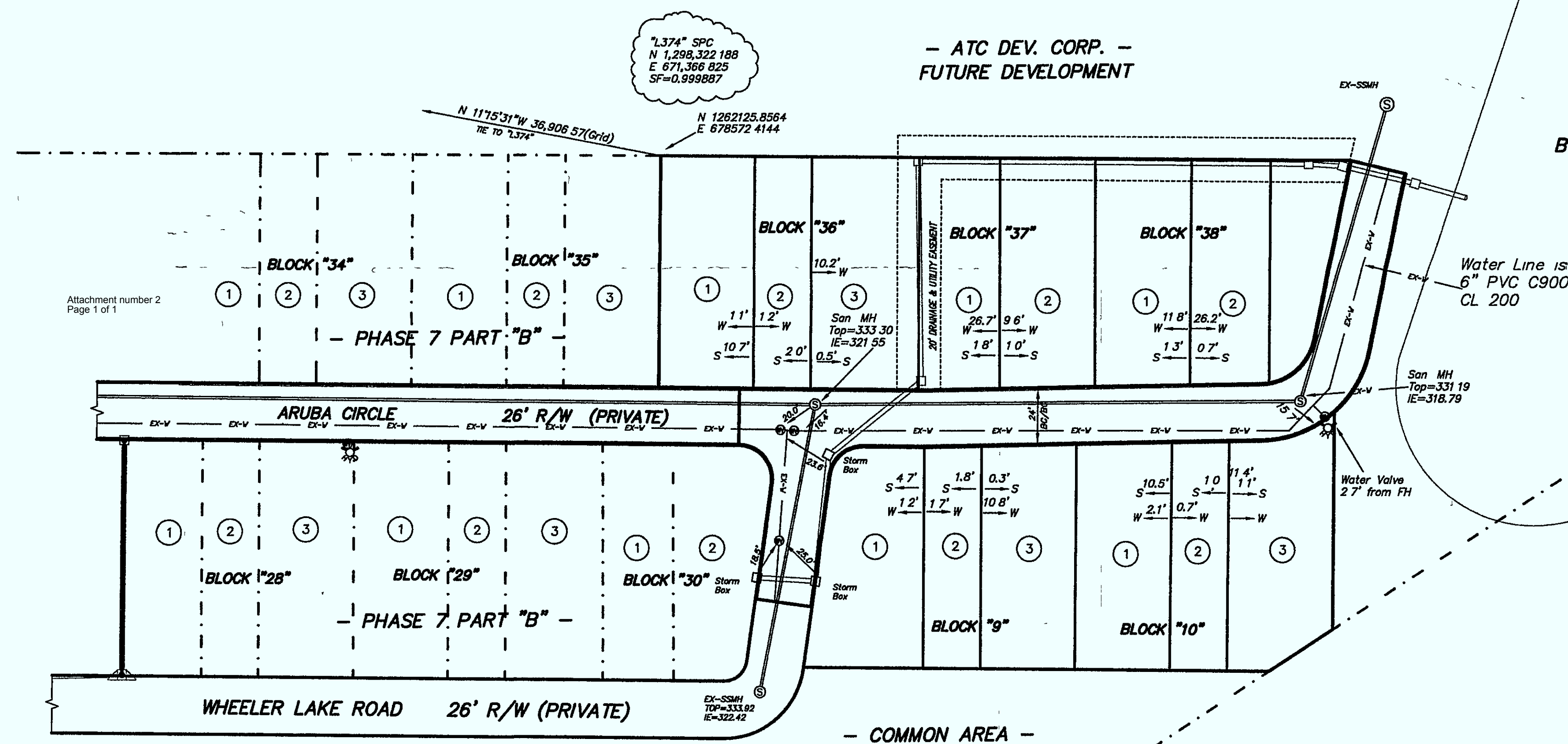
ENGINEERS - SURVEYORS - PLANNERS -
1233 AUGUSTA WEST PARKWAY AUGUSTA GA 30909 (706) 855-6000



"The street, storm sewer system, and common areas are the private property of the owner, who has full and perpetual responsibility for their maintenance and repair. The owner releases Augusta, Georgia from any and all claims, damages, or demand arising on account of design, construction, and maintenance of the street, storm sewer system, and common areas as shown hereon. Augusta, Georgia assumes no liability or duty related hereto, and in no manner approves or assumes liability for the design of the street, storm sewer system, or common areas as shown hereon."

- ATC DEV. CORP. -
FUTURE DEVELOPMENT

EXISTING DETENTION POND
OWNED AND MAINTAINED
BY ATC DEVELOPMENT CORP.



- COMMON AREA -

NOTE
ACCORDING TO THE FLOOD INSURANCE RATE
MAPS FOR THE CITY OF AUGUSTA, GEORGIA
COMMUNITY PANEL NUMBER 130158 0055B
DATED FEBRUARY 4, 1987, EFFECTIVE DATE
MARCH 23, 1989, THIS PROPERTY IS NOT
LOCATED IN A 100 YEAR FLOOD PLAIN.

PROJECT DATA	
TOTAL ACRES	1.53 ACS
NO. OF LOTS	13
MIN. LOT SIZE	0.05 Ac
CURRENT ZONING	B-2
TAX MAP #	30/052 01/PO

Approved Subdivision plans
known as West Wheeler Parkway
Residential Development Phase III

PREPARED FOR
(OWNER / DEVELOPER)
ATC DEVELOPMENT CO.
220 BOY SCOUT ROAD
AUGUSTA, GA 30909 (706) 736-6588

FIELD DATA
LINEAR CLOSURE 17/25.230
ANGULAR CLOSURE 00118
ADJUSTMENT COMPASS
PLAT CLOSURE 17/188.464
EQUIPMENT TOPCON 3010



**Engineering Services Committee Meeting
9/8/2009 1:00 PM
Detention Pond & Pipe Repair @ Belair Road/Buckhead Subdivision**

Department: Public Services Department - Maintenance Division

Caption: Motion to award bid to Quality Storm Water Solutions (low bidder) in the amount of \$18,354.00 for the repair of the failed outfall structure and 40' of failed CMP at Belair Road and the Buckhead Subdivision. Approve under emergency conditions as new homes on Belair Road have the potential of flooding.

Background: The 40' of failed CMP has completely separated from the outfall structure causing the storm water not to be detained, bypassing the structure and flooding onto Belair Road. The contractor has been given a "Notice to Proceed" under an emergency basis.

Analysis: Without immediate attention, the failed structure and pipe will continue to allow storm water to flood Belair Road causing property damage to adjacent homes and potential vehicle accidents.

Financial Impact: Funds are available in SPLOST IV, Grading and Drainage Account #324041110/201824021

Alternatives: #1. Motion to award bid to Quality Storm Water Solutions (low bidder) in the amount of \$18,354.00 for the repair of the failed outfall structure and 40' of failed CMP at Belair Road and the Buckhead Subdivision. Approve under emergency conditions as new homes on Belair Road have the potential of flooding.

Recommendation: Alternative #1.

Funds are Available in the Following Accounts: Funds are available in Grading and Drainage Account #324041110/201824021

REVIEWED AND APPROVED BY:

**Finance.
Procurement.**



**Engineering Services Committee Meeting
9/8/2009 1:00 PM
Motion to Approve Option for Right-of Way**

Department: Engineering Division - Land Acquisition Section

Caption: Motion to approve an Option for the purposes of acquiring a Right-of-Way between Marvin Griffin Road Investments, LLC, as owner(s), and Augusta, Georgia, as optionee, in connection with the Marvin Griffin Road Improvement Project, (2,776 sq. ft.) in fee and (425 sq. ft.) of permanent easement, more or less; and (7,950 sq. ft.) of temporary construction easement from property located at: 1401 Marvin Griffin Road, private, at the purchase price of \$2,700.00.

Background: The property owner has agreed to convey a certain Right-of-Way and Easement to Augusta, Georgia, for the Marvin Griffin Road Improvement Project.

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

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

Alternatives: Deny the Motion

Recommendation: Approve the Motion

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

REVIEWED AND APPROVED BY:

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

Return to:
B. Briley
301 Greene St.
Augusta, GA 30901

AUGUSTA, GEORGIA
OPTION FOR RIGHT-OF-WAY

Book 01223:0963 Augusta - Richmond County
2009028934 07/07/2009 10:24:32.00

\$0.00 OPTION



2009028934 Augusta - Richmond County

GEORGIA, RICHMOND COUNTY

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:

If the said Augusta, Georgia, shall within 60 days after date hereof, pay me the sum of \$ 2,700.00, 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 MARVIN GRIFFIN ROAD IMPROVEMENT PROJECT, being Project Parcel 24, (Tax Map 124, Parcel(s) 005-02), consisting of 2,776 sq. ft. in fee, more or less, and 425 sq. ft. of permanent construction and maintenance easement, more or less, and 7,950 sq. ft. of temporary construction easement, more or less, on project MARVIN GRIFFIN ROAD IMPROVEMENT.

*****SPECIAL PROVISION*****

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 the MARVIN GRIFFIN ROAD IMPROVEMENT PROJECT.

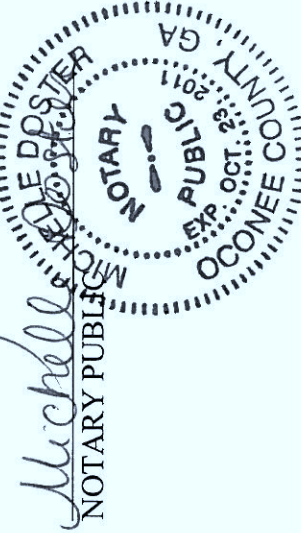
Witness my hand and seal this 23rd day of June, 20 09.

Signed, Sealed and Delivered
in the presence of:

Tawana H. Hines
Unofficial Witness

MARVIN GRIFFIN ROAD INVESTMENTS, LLC

Carl H. Griffin (L.S.)
As Its: Owner



(L.S.)

(L.S.)

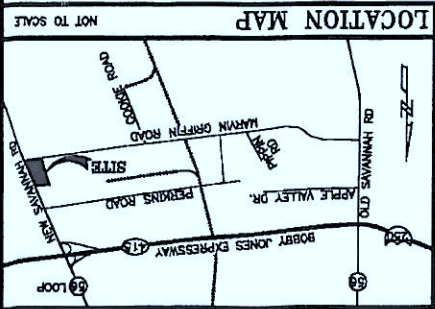
Accepted by:
AUGUSTA, GEORGIA

Bill Chaffin
Administrator

DATE 7/6/09

Project Parcel 24
(Tax Map 124, Parcel No. 005-02.)

INITIALS _____



Book 01223:0964 Augusta - Richmond County
2009028934 07/07/2009 10:24:32.00

NOTE: REVISED MARCH 21, 2008 TO
UPDATE EASEMENTS.

AUGUSTA-RICHMOND COUNTY COMMISSION

LOCATED IN THE 86 TH G.M.D. - RICHMOND COUNTY, AUGUSTA, GEORGIA

DATE: SEPTEMBER 14, 2007

SCALE: 1" = 50'

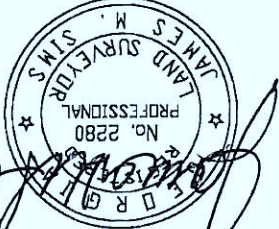
HUSSEY, GAY, BELL & DEYOUNG, INC.

CONSULTING ENGINEERS AND SURVEYORS
329 COMMERCIAL DRIVE - SAVANNAH, GEORGIA, 31416
(912) 354-4626



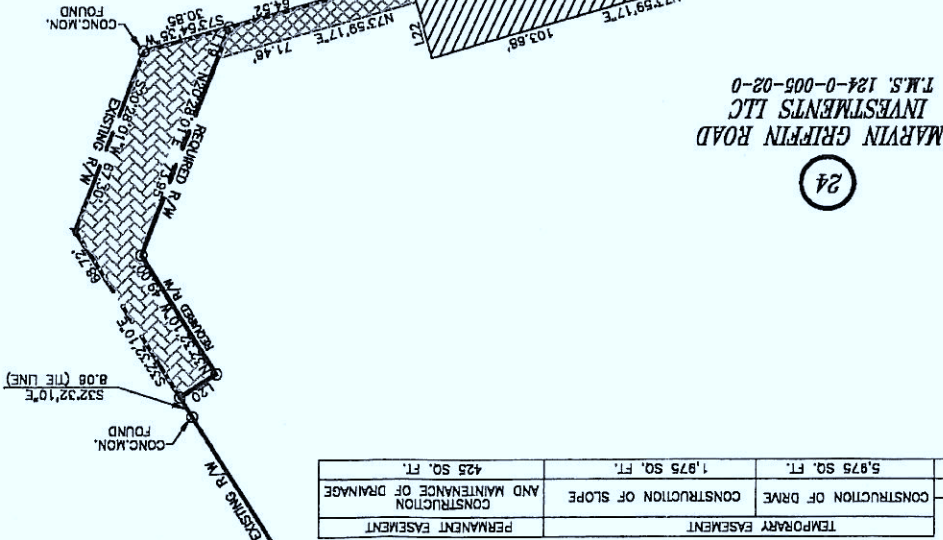
SOUTHERN REGION INDUSTRIAL

T.M.S. 124-0-004-00-0



SCALE: 1"=50'

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	S16°28'55"E	9.99'	L12	N7°59'17"E	15.00'
L2	N7°59'11"E	9.76'	L13	N16°00'43"W	15.00'
L3	S7°54'35"W	4.70'	L14	S7°54'35"W	15.00'
L4	S16°00'49"E	9.98'	L15	N16°00'49"W	9.91'
L5	N7°59'24"E	37.49'	L16	S16°00'49"E	9.47'
L6	N16°00'49"W	20.00'	L17	N16°00'43"W	20.00'
L7	S7°54'35"W	37.49'	L18	S16°00'43"E	20.00'
L8	N7°59'15"E	23.44'	L19	S20°28'01"W	11.87'
L9	S16°00'43"E	9.90'	L20	N6°35'09"E	14.96'
L10	S7°54'35"W	23.44'	L21	N16°00'49"W	20.59'
L11	N16°00'43"W	9.77'	L22	S16°00'49"E	20.53'



LEGEND
PROPOSED R/W
MARKER (UNLESS OTHERWISE NOTED)
△ CALCULATED POINT
○
EASEMENT FOR CONSTRUCTION OF SLOPE
EASEMENT FOR CONSTRUCTION OF DRIVE
EASEMENT FOR CONSTRUCTION OF DRAINAGE
EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF DRAINAGE
R/W TO OBTAIN

ELAINE C JOHNSON
Clerk of Superior Court
Filed in this office:
Augusta - Richmond County
07/07/2009 10:24:32.00

TAX MAP	PARCEL	OWNER	R/W TO OBTAIN	CONSTRUCTION OF DRIVE	CONSTRUCTION OF SLOPE	PERMANENT EASEMENT
124-0-005-02-0	24	MARVIN GRIFFIN ROAD INVESTMENTS, LLC	2,776 SQ. FT.	5,975 SQ. FT.	1,975 SQ. FT.	425 SQ. FT.



**Engineering Services Committee Meeting
9/8/2009 1:00 PM
Motion to Approve Option for Right-of-Way**

Department: Engineering Division - Land Acquisition Section

Caption: Motion to approve an Option for the purposes of acquiring a Right-of-Way between Schwerman Trucking Co., Successor by merger of Schwerman Real Estate and Development Corp., as owner, and Augusta, Georgia as optionee, in connection with the Marvin Griffin Road Improvement Project, (3,275 sq. ft.) in fee and (N/A sq. ft.) of permanent construction and maintenance easement, and (3,228 sq. ft.) of temporary construction easement from property located at: 1601 Marvin Griffin Road, private, at the purchase price of \$2,600.00.

Background: The property owner has agreed to convey a certain Right-of-Way and easement to Augusta, Georgia, for the Marvin Griffin Road Improvement Project.

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

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

Alternatives: Deny the Motion

Recommendation: Approve the Motion

Funds are Available in the Following Accounts: 323041110 - 5411120 2968236303 - 5411120

REVIEWED AND APPROVED BY:

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

AUGUSTA, GEORGIA
OPTION FOR RIGHT-OF-WAY

GEORGIA, RICHMOND COUNTY

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:

If the said Augusta, Georgia, shall within 60 days after date hereof, pay me the sum of \$ 2,600.00, 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 MARVIN GRIFFIN ROAD IMPROVEMENT PROJECT, being Project Parcel 16, (Tax Map 134, Parcel(s) 003-01), consisting of 3,275 sq. ft. in fee, more or less, and N/A sq. ft. of permanent construction and maintenance easement, more or less, and 3,228 sq. ft. of temporary construction easement, more or less, on project MARVIN GRIFFIN ROAD IMPROVEMENT.

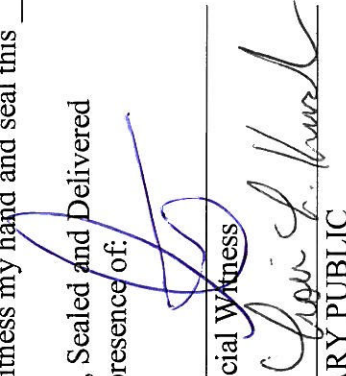
*****SPECIAL PROVISION*****

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 the MARVIN GRIFFIN ROAD IMPROVEMENT PROJECT.

Witness my hand and seal this 3 day of April, 2009.

Signed, Sealed and Delivered
in the presence of:

Unofficial Witness


NOTARY PUBLIC


SCHERMAN ~~REAL ESTATE~~
~~AND DEVELOPMENT CORP.~~

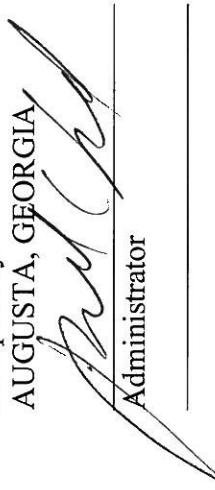
Trucking Co. S.M.R.
Successor by merger of Scherman Real Estate and Development Corp.
As Its: Vice President

_____(L.S.)

_____(L.S.)



Accepted by:
AUGUSTA, GEORGIA,

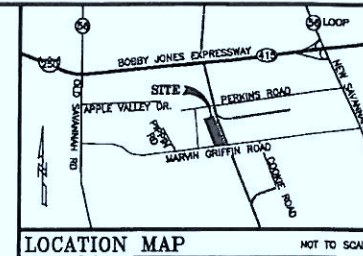

Administrator

DATE 9/1/09

Project Parcel 16
(Tax Map 134, Parcel No. 003-01)

INITIALS _____

TAX MAP	PARCEL	OWNER	R/W TO OBTAIN	TEMPORARY EASEMENT CONSTRUCTION OF DRIVE
134-0-003-01-0	16	SCHWERMAN REAL ESTATE	3,275 SQ. FT.	3,228 SQ. FT.



16
SCHWERMAN REAL ESTATE
T.M.S. 134-0-003-01-0

15
APPLIED INDUSTRIAL TECH-DIXIE INC.
T.M.S. 134-0-003-04-0

MARVIN GRIFFIN ROAD

29
PRAYON INC.
T.M.S. 134-0-008-00-0

COMPILED RIGHT-OF-WAY MAP FOR
AUGUSTA-RICHMOND COUNTY COMMISSION

LOCATED IN THE 86 TH G.M.D. - RICHMOND COUNTY, AUGUSTA, GEORGIA

DATE: SEPTEMBER 14, 2007

SCALE: 1" = 40'

HUSSEY, GAY, BELL & DEYOUNG, INC.

CONSULTING ENGINEERS AND SURVEYORS

329 COMMERCIAL DRIVE - SAVANNAH, GEORGIA, 31416

(912) 354-4626

T.M.S. 134-0-003-01-0

S.F. No.52-5

LINE	BEARING	DISTANCE
L1	N78°59'14"E	16.27'
L2	S11°00'45"E	15.01'
L3	S78°59'54"W	11.92'
L4	N27°09'15"W	15.63'
L5	N27°09'15"W	8.75'
L6	S27°09'04"E	9.97'

SCALE: 1"=40'
0' 20' 40' 80'



A Bell Company

PROPOSED R/W MARKER (UNLESS OTHERWISE NOTED)	○
CALCULATED POINT	△
EASEMENT FOR CONSTRUCTION OF DRIVE	
R/W TO OBTAIN	



Engineering Services Committee Meeting
9/8/2009 1:00 PM
Old Savannah Rd/Twiggs St Improvements (Change in Scope)

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

Caption: Approve a change in scope to separate Old Savannah Road/Twiggs Street Improvement Project into two phases for design and construction as requested by AED.

Background: The Old Savannah Road/Twiggs Improvement project is a project that was approved in October 2001. The original scope of the project proposes to construct minor widening including turn lanes at intersections and to consider adding curb and gutter, and sidewalks from 6th Avenue to Nicholas Street.

Analysis: The Old Savannah Road/Twiggs Improvement project is currently in the design stage, and is contracted to design consultants, Clark Patterson Associates. The design consultants expressed concerns to replace the existing enclosed storm drainage system, curb and gutter, sidewalks, landscaping, and street lighting. In a letter dated March 18, 2009, the consultant stated the implementation of street lighting, sidewalks, and landscaping would increase the need for additional rights-of-way and permanent easements. A total of 154 properties will be affected, and approximately 52 properties would be displaced with the current plans. The time that it will take to acquire properties with the current plans would be three to four years. The existing Old Savannah Road/Twiggs Street surface is currently in poor condition and requires immediate repair. It is the recommendation of the Augusta-Richmond County Engineering Department to separate this project into two phases, and move forward with Phase I immediately. The phases are as follow: PHASE I: Phase I consists of milling, resurfacing, pavement stripping, and conducting repair and maintenance on selected storm drainage systems, and curb and gutter. Phase I will address the immediate needs along the corridor. NOTE: No land acquisitions and project funds are required in this phase. ESTIMATED CONSTRUCTION START DATE: November 2009 PHASE II: Phase II consists of sidewalks, street lighting, and landscaping. Phase II will require an additional 3 to 4 years to complete the land acquisition process. Additional funds will be required for design, land acquisition, and construction. An estimated cost is not yet available. ESTIMATED CONSTRUCTION START DATE: 2015

Financial Impact: No additional funds are required for Phase I. A required fund for Phase II has not been determined.

Cover Memo

Alternatives: 1) Approve a change in scope to separate Old Savannah Road/Twiggs Street Improvement Project into two phases for design and construction as

requested by AED. 2) Do not approve, and delay the much needed repair along the corridor.

Recommendation: Approve Alternative Number One.

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

REVIEWED AND APPROVED BY:

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



**Engineering Services Committee Meeting
9/8/2009 1:00 PM
Option for Easement**

Department: Engineering Division - Land Acquisition Section

Caption: Motion to approve an Option for the purposes of acquiring an easement between Soo H. Yun, as owner, and Augusta, Georgia, as optionee, in connection with the Marvin Griffin Road Improvements Project, (1,779 sq. ft.) of temporary construction easement from property located at: 1801 Marvin Griffin Road, private, at the purchase price of \$125.00.

Background: The property owner has agreed to convey a certain option for easement to Augusta, Georgia, for the Marvin Griffin Road Improvement Project.

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

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

Alternatives: Deny the Motion

Recommendation: Approve the Motion

Funds are Available in the Following Accounts: 323041110 - 5411120 2968236303 - 5411120

REVIEWED AND APPROVED BY:

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

AUGUSTA, GEORGIA
OPTION FOR EASEMENT

GEORGIA, RICHMOND COUNTY

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:

If the said Augusta, Georgia, shall within 60 days after date hereof, pay me the sum of \$ 125.00, then the undersigned agrees to execute and deliver to Augusta, Georgia, easements to the land owned by the undersigned, which is shown reflected in color on the plat attached hereto and made a part hereof by reference, to be used for drainage purposes on the MARVIN GRIFFIN ROAD IMPROVEMENT PROJECT, being Project Parcel 5, (Tax Map 134-1, Parcel(s) 70-03), consisting of N/A sq. ft. in fee, more or less, and N/A sq. ft. of permanent construction and maintenance easement, more or less, and 1,779 sq. ft. of temporary construction easement, more or less, on project MARVIN GRIFFIN ROAD IMPROVEMENT.

*****SPECIAL PROVISION*****

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 the MARVIN GRIFFIN ROAD IMPROVEMENT PROJECT.

Witness my hand and seal this 1st day of August, 2009.

Signed, Sealed and Delivered
in the presence of:


Unofficial Witness

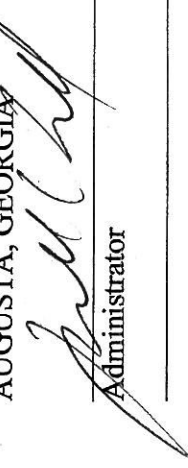
NOTARY PUBLIC


Soo H. Yun
(L.S.)

(L.S.)

My Commission Expires
June 28 2011

(L.S.)

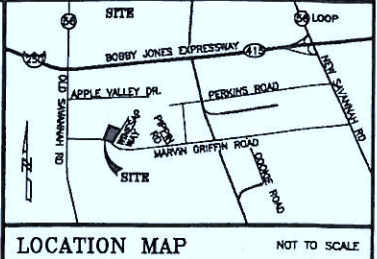
Accepted by:
AUGUSTA, GEORGIA

Administrator



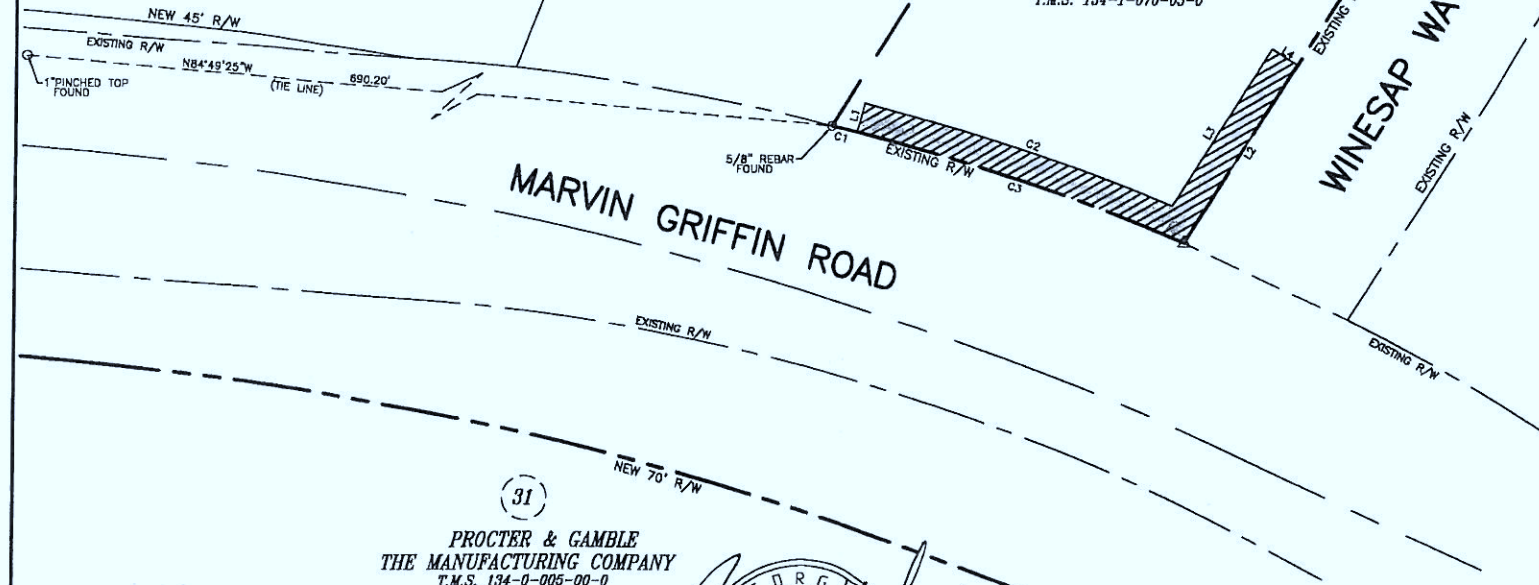
9
RICHMOND COUNTY PUBLIC FACILITIES
T.M.S. 134-1-070-00-0

4
DUNN & VAIDEN INC.
T.M.S. 134-1-070-06-0

5
Soo H. Yun
T.M.S. 134-1-070-03-0



6
R. BRIAN LEWIS
T.M.S. 134-1-070-05-0



NOTE: REVISED MARCH 21, 2008 TO
CHANGE EASEMENT.

31
PROCTER & GAMBLE
THE MANUFACTURING COMPANY
T.M.S. 134-0-005-00-0



AUGUSTA-RICHMOND COUNTY COMMISSION

LOCATED IN THE 86 TH G.M.D. - RICHMOND COUNTY, AUGUSTA, GEORGIA

DATE: SEPTEMBER 14, 2007

SCALE: 1" = 40'

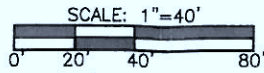
HUSSEY, GAY, BELL & DEYOUNG, INC.

CONSULTING ENGINEERS AND SURVEYORS

329 COMMERCIAL DRIVE - SAVANNAH, GEORGIA, 31416
(912) 354-4626



A Bell Company



LEGEND

CALCULATED POINT



EASEMENT FOR
CONSTRUCTION
OF DRIVE



LINE TABLE

LINE	BEARING	DISTANCE
L1	N14°42'18"E	10.04'
L2	S32°17'02"W	70.31'
L3	N32°17'02"E	62.03'
L4	S57°42'58"E	10.00'

CURVE TABLE

CURVE	DELTA ANGLE	CHORD BEARING	RADIUS	ARC LENGTH	CHORD DISTANCE
C1	07°10'14"	S79°01'29"E	811.03'	8.82	8.82
C2	07°29'12"	S71°33'05"E	833.23'	108.88'	108.80'
C3	08°11'34"	S71°20'35"E	811.03'	115.97'	115.87'

T.M.S. 134-1-070-03-0

S.F. 52 No. 5



**Engineering Services Committee Meeting
9/8/2009 1:00 PM
PKP Restroom**

Department: Public Services Department - Facilities Management Division

Caption: Approve award of the contract for construction of a new restroom facility at Pendleton King Park to the low bidder, Sommers Construction of Evans, GA, in the amount of \$25,740, to be funded from reprogrammed SPLOST I - GL 271-01-6215/JL 207-27-2007, approved by the Commission.

Background: The Commission reallocated \$50,000 of recaptured SPLOST I funds for upgrades to Pendleton King Park. A new restroom was one of the projects included in this reallocation. This new facility is also part of the PKP Master Plan approved by the Commission.

Analysis: A Request for Bids (RFB), Bid Item 09-131, was issued for this scope of work. Specifications were sent out and three responsive bids were received. Sommers Construction was the low bid. Staff has reviewed the numbers, confirmed with the contractor that they are comfortable with the price as submitted, and verified that the price is within budget.

Financial Impact: The cost of the contract is \$25,740 which is to be funded from SPLOST Phase I recapture.

Alternatives: 1. Approve award of the contract for construction of a new restroom facility at Pendleton King Park to the low bidder, Sommers Construction of Evans, GA, in the amount of \$25,740 to be funded from reprogrammed SPLOST I - GL 271-01-6215/JL 207-27-2007, approved by the Commission. 2. Do not approve the award.

Recommendation: Alternative #1

Funds are Available in the Following Accounts: FUNDS ARE AVAILABLE IN ACCOUNT: GL 271-01-6215/JL 207-27-2007

REVIEWED AND APPROVED BY:

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

EXHIBIT II

Pendleton King Park Restroom

Bid Item # _____

INDEX TO CONTRACT

<u>Section</u>	<u>Title</u>	<u>Page</u>
NA	Notice of Award	2
A	Agreement	3-4
PB	Performance Bond	5-6
LMPB	Labor & Material Payment Bond	7-8
COA	Certificate of Owner's Attorney	9
NP	Notice to Proceed	10
GC	General Conditions	11-25
SGC	Supplemental General Conditions	26-28
SC	Special Conditions	28

SECTION NA

NOTICE OF AWARD

TO:

PROJECT DESCRIPTION: **Pendleton King Park Restroom**

The Owner has considered the BID submitted by you for the PROJECT named above in response to its **Bid Item # _____** due on _____.

You are hereby notified that your BID (Including Alternates _____) has been accepted in the amount of _____.

You are to execute the AGREEMENT (Section A) within **Ten (10)** calendar days from the date of this Notice to you. Furthermore, the Owner has elected to require a Contractor's Performance Bond (Section PB) and a Labor and Materials Payment Bond (Section LMPB). The price of said bonds is included in the contract amount stated above.

If you fail to execute said Agreement and to furnish said Bonds within **Ten (10)** working days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your PROPOSAL as abandoned and as a forfeiture of your Bid Bond. The OWNER will be entitled to such other rights as may be granted by law.

Shop drawings and other submittals are due within **fifteen (15)** calendar days of the issuance of this Notice of Award.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, _____.

BY:

Richard M. Acree, Jr., Assistant Director
Augusta Public Services Department
Facilities Management Division

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged on this _____ day of _____, _____.

BY:

TITLE:

SECTION A

AGREEMENT

THIS AGREEMENT, made this ____ day of _____, _____ by and between Augusta Georgia, a political subdivision of the State of Georgia, hereinafter called "Owner" and _____ doing business as a corporation hereinafter called "Contractor."

WITNESSETH: That for and in consideration of the payments and agreements as hereinafter mentioned the sufficiency which is hereby acknowledged, the parties agree to as follows:

1. The Contractor will commence construction of the Pendleton King Park Restroom. All work is to be in accordance with plans prepared by the owner as included in Bid Item# _____ and related documents as listed in item 5 below.
2. The Contractor shall provide all labor, material, parts, engineering, licensing and certifications required by any applicable regulation. Furthermore, the Contractor will furnish all drawings, product data, material, supplies, tools, equipment, labor, traffic control and other services necessary for the construction and completion of the project described herein.
3. The Contractor will commence the work required by the Contract Documents within **Thirty (30)** calendar days after the date of the Notice of Award and will complete the work not later than 90 days after notice to proceed, unless the period of completion is extended otherwise in accordance with the terms of this agreement.
4. The Contractor agrees to perform all the work described in the Contract Documents for the sum of _____ (\$_____).
5. The term "Contract Documents" means and includes the following:

Advertisement for Bids	Request for Bids # _____	Bid
Bid Bond	Notice of Award	Agreement
Performance/Payment Bonds	Certificate of Owner's Attorney	Notice to Proceed
Change Order	General Conditions	Plans
Supplemental General Conditions	Special Conditions	Technical Specifications
Addendum No. _____, dated _____.		
Addendum No. _____, dated _____.		
6. The Owner will pay to the Contractor in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in **Five (5)** counterparts, each of which shall be deemed an original on the date first above written.

OWNER: **AUGUSTA, GEORGIA** ATTEST:

BY: _____

Deke Copenhaver (Mayor)

NAME: _____

Lena Bonner (Clerk)

CONTRACTOR: _____

ATTEST:

BY: _____

(SEAL)

NAME: _____
(Type or Print)

NAME: _____
(Type or Print)

TITLE: _____

TITLE: _____

ADDRESS:

SECTION PB

PERFORMANCE BOND

(NOTE: THIS BOND IS ISSUED SIMULTANEOUSLY WITH PAYMENT BOND ON PAGES 7-8, IN FAVOR OF THE OWNER CONDITIONED FOR THE PAYMENT OF LABOR AND MATERIAL.)

KNOW ALL MEN BY THESE PRESENTS:

That _____, as Principal, hereinafter called Contractor, and _____, a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____, State of _____, as Surety, hereinafter called Surety, are held and firmly bound unto Augusta, Georgia, as Obligee, hereinafter called the Owner, in the penal amount of _____ Dollars (\$_____)

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents for the faithful performance of a certain written agreement.

WHEREAS, Contractor has by said written agreement dated _____ entered into a contract with Owner for the construction of **Pendleton King Park Restroom**, Augusta, Georgia, in accordance with the specifications issued by the Richmond County Public Services Department, which contract is by reference made a part hereof, and is hereinafter referred to as the CONTRACT.

NOW, THEREFORE, the condition of this obligation is such that, if Contractor shall promptly and faithfully perform said CONTRACT, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the CONTRACT, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

- (1) Complete the CONTRACT in accordance with its terms and conditions, or,
- (2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the CONTRACT falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this _____ day of _____, _____.

Witness _____ (Seal)

(Contractor)

Attest _____ By _____ (Seal)

(Title)

Witness _____ (Seal)

(Surety)

Attest _____ By _____ (Seal)

(Title)

Note: Date of Bond must be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

SECTION LMPB

LABOR AND MATERIAL PAYMENT BOND

(NOTE: THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND ON PAGES 5-6, IN FAVOR OF THE OWNER CONDITIONED FOR THE PERFORMANCE OF THE CONTRACT.)

KNOW ALL MEN BY THESE PRESENTS:

That _____, as Principal, hereinafter called Contractor, and _____, a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____, State of _____, as Surety, hereinafter called Surety, are held and firmly bound unto Augusta, Georgia, as Obligee, hereinafter called the Owner, for the use and benefit of claimants as hereinbelow defined in the amount of _____ Dollars (\$_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has, by written agreement dated _____, entered into a contract with Owner for the construction of **Pendleton King Park Restroom**, in accordance with specifications issued by the Richmond County Public Services Department, which contract is by reference made a part hereof, and is hereinafter referred to as the CONTRACT.

NOW, THEREFORE, the condition of this obligation is such that, if the Contractor shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required to use in the performance of the CONTRACT, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- (1.) A claimant is defined as one having a direct contract with the Contractor or with a subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the contract, labor and material being construed as to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the CONTRACT.
- (2) The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgement for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
- (3) No suit or action shall be commenced hereunder by any claimant,
 - (a) Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice to any two of the following: The Contractor, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner or Surety, at any place where an office regularly maintained for the transaction of

business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

- (b) After the expiration of one (1) year following the date on which Contractor ceased work on said CONTRACT, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - (c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
- (4) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this _____ day of _____, _____.

Witness _____ (Seal)
(Contractor)

Attest _____ (Title) By _____ (Seal)

Witness _____ (Seal)
(Surety)

Attest _____ (Title) By _____ (Seal)

Note: Date of Bond must be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned _____,
the authorized and acting legal representative of Augusta, Georgia, do hereby certify as
follows:

I have examined the attached Contract(s) and Surety Bonds, and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions and provisions thereof.

Chiquita Johnson, Attorney

Augusta, Georgia

DATE: _____

SECTION NP

NOTICE TO PROCEED

TO: _____

DATE: _____

PROJECT: **Pendleton King Park Restroom**

You are hereby notified to commence work in accordance with the Agreement dated ____
_____, _____

This Notice accompanies the accepted Shop Drawings. You are to complete the work not later than 90 days following the issuance of this Notice to Proceed.

BY: _____
Richard M. Acree, Jr., Assistant Director
Augusta Public Services Department
Facilities Management Division

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged on this _____ day of _____, .

BY: _____

TITLE: _____

SECTION GC

GENERAL CONDITIONS

INDEX TO ARTICLES OF GENERAL CONDITIONS

<u>Section</u>		<u>Page</u>
GC-01	Definitions	12
GC-02	Additional Instructions and Detail Drawings	14
GC-03	Schedules, Reports and Records	14
GC-04	Drawings and Specifications	14
GC-05	Shop Drawings	15
GC-06	Materials, Services and Facilities	15
GC-07	Inspection and Testing	15
GC-08	Substitutions	16
GC-09	Patents	16
GC-10	Surveys, Permits and Regulations	16
GC-11	Protection of Work, Property and Persons	17
GC-12	Supervision by Contractor	17
GC-13	Changes in the Work	18
GC-14	Changes in Contract Price	18
GC-15	Time for Completion	18
GC-16	Correction of Work	18
GC-17	Subsurface Conditions	19
GC-18	Suspension of Work, Termination and Delay	19
GC-19	Payments to Contractor	21
GC-20	Acceptance of Final Payment as Release	21
GC-21	Insurance	21
GC-22	Contract Security	22
GC-23	Assignments	23
GC-24	Indemnification	23
GC-25	Separate Contracts	23
GC-26	Subcontracting	24
GC-27	Engineer's Authority	24
GC-28	Land and Rights-of-Way	24
GC-29	Guarantee	24
GC-30	Taxes	25
GC-31	Work Adjacent to Railway or Other Property	25
GC-32	Order and Discipline	25
GC-33	Warning Devices and Signs	25
GC-34	Special Restrictions	25
GC-35	As-Built Drawings	25
GC-36	Allowances	25

GC-01. DEFINITIONS:

Wherever used in the Contract Documents, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof.

1. **ADDENDA:** Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, Drawings and Specifications, by addition, deletion, clarifications or corrections.
2. **BID:** The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the work to be performed.
3. **BIDDER:** Any person, firm or corporation submitting a bid or proposal for the work.
4. **BONDS:** Bid, Performance and Payment Bonds and other instruments of security furnished by the Contractor and his Surety in accordance with the Contract Documents.
5. **CHANGE ORDER:** A written order to the Contractor authorizing an addition, deletion or revision in the work within the general scope of the Contract Documents or authorizing an adjustment in the contract price or contract time.
6. **CONTRACT DOCUMENTS:** The contract including, but not limited to, Request for Proposals, Advertisement for Bids, Information for Bidders, Proposal, Bid Bond, Notice of award, Agreement, Performance Bond, Payment Bond, Notice to Proceed, Change Order, General Conditions, Supplemental General Conditions, Special Conditions, Technical Specifications, Drawings and Addenda.
7. **CONTRACT PRICE:** The total monies payable to the Contractor under the terms and conditions of the Contract Documents.
8. **CONTRACT TIME:** The number of calendar days, or defined completion date stated in the Contract Documents for the completion of the work.
9. **LIFE OF THE CONTRACT:** The total duration of the Contract from Notice to Proceed to completion of all the work.
10. **CONTRACTOR:** The person, firm or corporation with whom the Owner has executed the Agreement.
11. **DRAWINGS:** The part of the Contract Documents which show the characteristics and scope of the work to be performed and which have been prepared or approved by the Engineer.
12. **ENGINEER:** The person, firm or corporation named as such in the Contract Documents. **For purposes of this contract, the Assistant Director of Public Services Department, Facilities Management Division or his designated representative shall act as the Engineer.**
13. **FIELD ORDER:** A written order effecting a change in the work not involving an adjustment in the contract price or an extension of the contract time issued by the Engineer to the Contractor during construction.
14. **NOTICE OF AWARD:** The written notice of the acceptance of the Bid from the Owner to the successful Bidder.
15. **NOTICE TO PROCEED:** Written communication issued by the Owner to the Contractor authorizing him to proceed with the work and establishing the date of commencement of the work.

16. OWNER: For purposes of this Request for Bids, the Owner is Augusta, Georgia.
17. PROJECT: The undertaking to be performed as provided in the Contract Documents.
18. RESIDENT PROJECT REPRESENTATIVE: The authorized representative of the Owner who is assigned to the project or any part thereof.
19. SHOP DRAWINGS: All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the Contractor, a Subcontractor, Manufacturer, Supplier or Distributor, which illustrate how specific portions of the work shall be fabricated or installed.
20. SPECIFICATIONS: A part of the Contract Documents consisting of written descriptions of a technical nature or materials, equipment, construction systems, standards and workmanship.
21. SUBCONTRACTOR: An individual, firm or corporation having a direct contract with the Contractor or any other Subcontractor for the performance of a part of the work at the site.
22. SUBSTANTIAL COMPLETION: That date as certified by the Engineer when the construction of the project or a specified part can be utilized for the purposes for which it is intended.
23. SUPPLEMENTAL GENERAL CONDITIONS: Modifications and/or additions to the General Conditions of a specific nature generally aimed at the specific contract of which it is a part.
24. SUPPLIERS: Any person, supplier or organization who supplies materials or equipment for the work, including that fabricated to a special design, but who does not perform labor at the site.
25. WORK: All labor necessary to produce the construction required by the Contract Documents and all materials and equipment incorporated or to be incorporated in the project.
26. WRITTEN NOTICE: Written notice to any party of the Agreement relative to any part of this Agreement. Said Notice is considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address or delivered in person to said party or his authorized representative on the work.

GC-02. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS:

1. The Contractor may be furnished additional instructions or detail drawings, by the Engineer, as necessary to carry out the work required by the Contract Documents.
2. Any additional drawings and instructions thus supplied will become a part of the Contract Documents. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions.

GC-03. SCHEDULES, REPORTS AND RECORDS:

1. The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning the work performed or to be performed.
2. Prior to the first partial payment estimate, the Contractor shall submit schedules showing the order in which he proposes to carry on the work, including dates at which he will start the various parts of the work, estimated date of completion of each part and as applicable:
 - 2.1 the dates at which special detail drawings will be required; and
 - 2.2 respective dates for submission of shop drawings, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.
3. The Contractor shall also submit a schedule of payments that he anticipates he will earn during the course of the work.

GC-04. DRAWINGS AND SPECIFICATIONS:

1. The intent of the Contract Documents is to describe the scope of work for which the Contractor shall furnish all design, labor, materials, tools, equipment and transportation necessary for the proper execution. All work is to be in accordance with the Contract Documents and all incidental work necessary to complete the project in an acceptable manner, ready for use, occupancy or operation by the Owner is to be included.
2. In case of conflict between any drawings and specifications, the specifications shall govern. Figure dimensions on drawings shall govern over general drawings.
3. Any discrepancies, inconsistencies, or ambiguities found between the Contract Documents and site conditions shall be immediately reported to the Engineer, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's risk.
4. All work that may be called for in the specifications and not shown on the drawings, or shown and not called for in the specifications, shall be executed and furnished by the Contractor as if described in both these ways. Should any work or material be required which is not detailed in the specifications or drawings, either directly or indirectly, but which is nevertheless necessary for the proper carrying out of the intent thereof, the Contractor is to understand the same to be implied and required and shall perform all such work and furnish any such material as fully as if they were particularly delineated or described.
5. It is understood and agreed that the Contractor, by careful examination, has satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions and all other matters which can in any way affect the work under this contract. No verbal agreement or conversation with any officer, agent or employee of the Owner, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.

GC-05. SHOP DRAWINGS:

1. The Contractor shall provide design drawings, shop drawings and product data for all components as may be necessary for the prosecution of the work as required by the Contract Documents. The Engineer shall promptly review all shop drawings. The Engineer's approval of any shop drawings shall not release the Contractor from responsibility for deviations from the Contract Documents. The approval of any shop drawing that deviates substantially from the requirement of the Contract Documents shall be evidenced by a Change Order.
2. When submitted for the Engineer's review, shop drawings shall bear the Contractor's certification that he has reviewed, checked and approved the shop drawings and that they are in conformance with the requirements of the Contract Documents.
3. Portions of the work that require shop drawings or sample submission shall not commence until the shop drawings or submissions have been approved by the Engineer. A copy of each approved shop drawing and each approved sample shall be kept in good order by the Contractor at the site and shall be available to the Engineer.

GC-06. MATERIALS, SERVICES AND FACILITIES:

1. It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, transportation, supervision, temporary construction of any nature and all other services and facilities of any nature necessary to execute, complete and deliver the work within the specified time.
2. Materials and equipment shall be stored so as to insure the preservation of their quality and fitness for the work. Stored materials and equipment to be incorporated in the work shall be located so as to facilitate prompt inspection.
3. Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
4. Materials, supplies or equipment shall be in accordance with samples submitted by the Contractor and approved by the Engineer.
5. Materials, supplies or equipment to be incorporated into the work and purchased by the Contractor or the Subcontractor will be subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

GC-07. INSPECTION AND TESTING:

1. All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with generally accepted standards.
2. The Contractor shall provide, at his expense, the necessary testing, inspection and certification services required by the Contract Documents, unless otherwise provided.
3. The Owner shall provide all other inspection and testing services required by the Contract Documents.
4. If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any work to specifically be inspected, tested or approved by someone other than the Contractor, the Contractor will give the Engineer timely notice of readiness. The Contractor will then furnish the Engineer the required certificates of inspection, testing or approval.

5. Neither observation by the Engineer nor inspections, tests or approvals by persons other than the Contractor shall relieve the Contractor from his obligations to perform the work in accordance with the requirements of the Contract Documents.
6. The Engineer and his representatives will at all times have access to the work. In addition, authorized representatives and agents of any participating Federal or State Agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the work and also for any inspection or testing thereof.
7. If any work is covered contrary to the written request of the Engineer, it must, if requested by the Engineer, be uncovered for his observation and replaced at the Contractor's expense.
8. If any work has been covered which the Engineer has not specifically requested to observe prior to its being covered or if the Engineer considers it necessary or advisable that covered work be inspected or tested by others, the Contractor at the Engineer's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Engineer may require, that portion of the work in question, furnishing all necessary labor, materials, tools and equipment. If it is found that such work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such work is not found to be defective, the Contractor will be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate change order shall be issued.
9. The Contractor shall give the Engineer 24 hours notice of starting any new work. No work shall be done or materials used without suitable supervision and inspection by the Engineer. The Contractor shall furnish the Engineer with necessary samples of material for testing purposes.

GC-08. SUBSTITUTIONS:

1. When a material, article or piece of equipment is identified on the drawings or specifications by reference to brand name or catalogue number, the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The Contractor may recommend the substitution of a material, article or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand name or catalogue number and if, in the opinion of the Engineer, such material, article or piece of equipment is of equal substance and function to that specified, the Engineer may approve its substitution and use by the Contractor. Any cost differential shall be deducted from the contract price and the Contract Documents shall be appropriately modified by change order. The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the contract price or contract time.

GC-09. PATENTS:

1. The Contractor shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the Owner harmless from loss on account thereof except that the Owner shall be responsible for any such loss when a particular process, design or the product of a manufacturer or manufacturers is specified, but if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Engineer.

GC-10. SURVEYS, PERMITS AND REGULATIONS:

1. The Owner shall furnish all land surveys and establish all base lines for locating the principal component parts of the work together with a suitable number of benchmarks adjacent to the work as shown in the

Contract Documents. From the information provided by the Owner, unless otherwise specified in the Contract Documents, the Contractor shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile locations and other working points, lines, elevations and cut sheets.

2. The Contractor shall carefully preserve benchmarks, reference points and stakes and in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.
3. Permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the Contract Documents are at variance therewith, he shall promptly notify the Engineer in writing and any necessary changes shall be adjusted as provided in Section GC-13, Changes in the Work.

GC-11. PROTECTION OF WORK, PROPERTY AND PERSONS:

1. The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. He will take all necessary precautions for the safety of and will provide the necessary protection to prevent damage, injury or loss to all employees on the work and other persons who may be affected thereby, all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site or other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
2. The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. He will erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection. He will notify the owners of adjacent properties when prosecution of the work may affect them. The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, and subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them are liable, except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of the Owner or the Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.
3. In emergencies affecting the safety of persons or the work or property at the site or adjacent thereto, the Contractor, without special instructions or authorization from the Engineer or Owner, shall act to prevent threatened damage, injury or loss. He will give the Engineer prompt written notice of any significant changes in the work or deviations from the Contract Documents caused thereby and a Change Order shall be issued covering the changes and deviations involved.
4. The work under this Contract in every respect shall be at the risk of the Contractor until finished and accepted, except to damage or injury caused directly by the Owner's agents or employees.

GC-12. SUPERVISION BY CONTRACTOR:

1. The Contractor will supervise and direct the work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor will employ and maintain on the work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on the behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.

GC-13. CHANGES IN THE WORK:

1. The Owner may at any time as the need arises, order changes within the scope of the work without invalidating the Agreement. If such changes increase or decrease the amount due under the Contract Documents or in the time required for performance of the work, an equitable adjustment shall be authorized by Change Order.
2. The Engineer, also, may at any time, by issuing a field order, make changes in the details of the work. The Contractor shall proceed with the performance of any changes in the work so ordered by the Engineer unless the Contractor believes that such field order entitles him to a change in the contract price or time or both, in which event he shall give the Engineer written notice thereof within ten (10) days after the receipt of the ordered change pending the receipt of an executed change order or further instruction from the Owner.

GC-14. CHANGES IN CONTRACT PRICE:

1. The contract price may be changed only by a change order. The value of any work covered by a change order or of any claim for increase or decrease in the contract price shall be determined by one or more of the following methods in the order of precedence listed below:
 - 1.1 Unit prices previously approved.
 - 1.2 An agreed lump sum.
 - 1.3 The actual cost for labor, direct overhead, materials, supplies, equipment and other services necessary to complete the work. In addition there shall be added an amount to be agreed upon but not to exceed fifteen (15) percent of the actual cost of the work to cover the cost of general overhead and profit.

GC-15. TIME FOR COMPLETION:

1. The date of beginning and the time for completion of the work are essential conditions of the Contract Documents and the work embraced shall be commenced on the date specified in the Notice to Proceed.
2. The Contractor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

GC-16. CORRECTION OF WORK:

1. The Contractor shall promptly remove from the premises all work rejected by the Engineer for failure to comply with the Contract Documents, whether incorporated in the construction or not and the Contractor shall promptly replace and re-execute the work in accordance with the Contract Documents and without expense to the Owner and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.
2. All removal and replacement work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected work within ten (10) days after receipt of written notice, the Owner may remove such work and store the materials at the expense of the Contractor.
3. Any omissions or failure on the part of the Engineer to disapprove or reject any work or material shall not be construed to be an acceptance of any defective work or material. The Contractor shall remove, at his own expense and shall rebuild and replace same without extra charge and in default thereof the same may be done by the Owner at the Contractor's expense or in case the Engineer shall not consider the defect of sufficient importance to require the Contractor to rebuild or replace any imperfect work or

material, he shall have the power and is hereby authorized to make an equitable deduction from the stipulated price.

GC-17. SUBSURFACE CONDITIONS:

1. The Contractor shall promptly and before such conditions are disturbed, except in the event of an emergency, notify the Owner by written notice of:
 - 1.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents.
 - 1.2 Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.
2. The Owner shall promptly investigate the conditions and if he finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required, for performance of the work, an equitable adjustment shall be made and the Contract Documents shall be modified by a Change Order. Any claim of the Contractor for adjustment hereunder shall not be allowed unless he has given the required written notice; provided that the Owner may, if he determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

GC-18. SUSPENSION OF THE WORK, TERMINATION AND DELAY:

1. The Owner may, at any time and without cause, suspend the work or any portion thereof for a period of not more than ninety days or such further time as agreed upon by the Contractor, by written notice to the Contractor. The Engineer shall fix the date on which work shall be resumed. The Contractor will resume that work on the date so fixed. The Contractor will be allowed an increase in the contract price, an extension of the contract time, or both, directly attributable to any suspension.
2. If the Contractor is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors or if a trustee or receiver is appointed for the Contractor or for any of his property or if he files a petition to take advantage of any debtor's act to reorganize under the bankruptcy or applicable laws or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to subcontractors or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the work or if he disregards the authority of the Engineer, or if, in the opinion of the Engineer, the Contractor fails to make satisfactory progress in prosecuting the work, or if he otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and his Surety a minimum of ten (10) days from delivery of a written notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and finish the work by whatever method he may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the Owner. Such costs incurred by the Owner will be determined by the Engineer and incorporated in a Change Order.
3. The Contractor must obtain permission from the Engineer before any equipment can be removed from the job site. In the event such equipment is removed without the Engineer's approval, the job will be terminated until such time as the equipment is returned to the project and any time and money lost by the Contractor as a result of moving the equipment shall be absorbed by the Contractor.
4. Where the Contractor's services have been so terminate by the Owner, said termination shall not affect any right of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the Owner due the Contractor will not release the Contractor from compliance with the Contract Documents.

5. After ten (10) days from delivery of a written notice to the Contractor and the Engineer, the Owner, may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Contract. In such case, the Contractor shall be paid for all work executed and any expense sustained plus reasonable profit.
6. If, through no act or fault of the Contractor, the work is suspended for a period of more than ninety (90) days by the Owner or under an order of court or other public authority of the Engineer fails to act on any request for payment within thirty (30) days after it is submitted or the Owner fails to pay the Contractor substantially the sum approved by the Engineer within thirty (30) days of its approval and presentation, then the Contractor may after ten (10) days from delivery of a written notice to the Owner and the Engineer, terminate the Contract and recover from the Owner payment for all work executed and all expenses sustained. In addition, and in lieu of terminating the Contract, if the Engineer has failed to act on a request for payment or if the Owner has failed to make any payment as aforesaid, the Contractor may, upon ten (10) days notice to the Owner and the Engineer, stop the work until he has been paid all amounts then due, in which event and upon resumption of the work, Change Orders shall be issued for adjusting the contract price or extending the contract time or both to compensate for the costs and delays attributable to the stoppage of the work.
7. If the performance of all or any portion of the work is suspended, delayed, or interrupted as a result of a failure of the Owner or the Engineer to act within the time specified in the Contract Documents, or if no time is specified, within reasonable time, an adjustment in the contract price or an extension of the contract time or both, shall be made by Change Order to compensate the Contractor for the costs and delays necessarily caused by the failure of the Owner or the Engineer.

GC-19. PAYMENTS TO THE CONTRACTOR:

1. Between the first (1st) and the fifth (5th) of each month, the Contractor will submit to the Engineer a partial payment estimate filled out and signed by the Contractor on an approved form covering the work performed during the period covered by the partial payment estimate and supported by such data as the Engineer may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the Owner, as will establish the Owner's title to the material and equipment and protect his interest therein, including applicable insurance. The Engineer will, within ten days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the Owner, or return the partial payment estimate to the Contractor indicating in writing his reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate. The Owner will, within ten days of presentation to him of an approved partial payment estimate, pay the Contractor a progress payment on the basis of the approved partial payment estimate. The Owner shall retain ten (10%) percent of the amount of each payment until final completion and acceptance of all work covered by the Contract Documents. The Owner at any time, however, after fifty (50%) percent of the work has been completed, if he finds that satisfactory progress is being made, may reduce the retained percentage to five (5%) percent on the current and remaining estimates. On completion and acceptance of a part of the work on which the price is stated separately in the Contract Documents, payment may be made in full, including retained percentages, less authorized deductions.
2. The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored and insured either at or near the site.
3. All work covered by partial payment shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the work, material and equipment upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all terms of the Contract Documents.

4. Upon completion and acceptance of the work, the Engineer shall issue a certificate attached to the final payment request that the work has been accepted by him under the conditions of the Contract Documents. The entire balance found to be due the Contractor, including the retained percentages shall be paid to the Contractor, except such sums as may be lawfully retained by the Owner for saving the Owner or the Owner's agents harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, materialmen and furnishers of machinery and parts thereof, equipment, tools and supplies, incurred in the furtherance of the performance of the work. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so, the Owner may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor, his Surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Owner shall be considered as a payment made under the Contract Documents by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.
5. If the Owner fails to make payment 30 days after approval by the Engineer, in addition to other remedies available to the Contractor, there may be added to each such payment, interest at a maximum rate of 1% per month commencing on the first day after said payment is due and continuing until the payment is received by the Contractor.

GC-20. ACCEPTANCE OF FINAL PAYMENT AS RELEASE:

1. The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and other relating to or arising out of this work. Any payment, however, final or otherwise, shall not release the Contractor or his Sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bonds.

GC-21. INSURANCE:

1. The Contractor shall purchase and maintain during the life of this Contract such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's execution of the work, whether such execution by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.
 - 1.1 Claims under Workman's Compensation, disability benefit and other similar employee benefit acts,
 - 1.2 Claims for damages because of bodily injury, occupational sickness or disease or death of his employees,
 - 1.3 Claims for damages because of bodily injury, sickness or disease or death of any person other than his employees,
 - 1.4 Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor or (2) by any other person; and
 - 1.5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

2. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the work. These Certificates shall contain a provision that coverage afforded under the policies will not be cancelled unless at least fifteen (15) days prior written notice has been given to the Owner.
3. The Contractor shall procure and maintain, at his own expense, during the life of the Contract, liability insurance as hereinafter specified.
 - 3.1 Contractor's General Public liability and Property Damage insurance including vehicle coverage issued to the Contractor and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the Contract Documents, whether such operations be by himself or by any Subcontractor under him or anyone directly or indirectly employed by the Contractor or by a Subcontractor under him. Insurance shall be written with a limit of liability of not less than \$500,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$500,000 for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$500,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$500,000 for any such damage sustained by two or more persons in any one accident.
 - 3.2 ~~The Contractor shall acquire and maintain, if applicable, Fire and Extended Coverage insurance upon the Project to the full insurable value thereof for the benefit of the Owner, the Contractor and Subcontractor as their interest may appear. This provision shall in no way release the Contractor or Contractor's Surety from obligations under the Contract Documents to fully complete the Project.~~
4. The Contractor shall procure and maintain, at his own expense, during the life of the Contract, in accordance with the provisions of the laws of the state in which the work is performed, Workman's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the project and in case any work is sublet, the Contractor shall require such Subcontractor similarly to provide Workman's Compensation Insurance, including occupational disease provision for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this Contract at the site of the Project is not protected under Workman's Compensation statute, the Contractor shall provide and shall cause each Subcontractor to provide adequate and suitable insurance for the protection of his employees not otherwise protected.
5. The Contractor shall secure, if applicable, "All Risk" type Builder's Risk Insurance for work to be performed. Unless specifically authorized by the Owner, the amount of such insurance shall not be less than One Million Dollars (\$1,000,000.00). The policy shall cover not less than the losses due to fire, explosion, hail, lightening, vandalism, malicious mischief, wind, collapse, riot, aircraft and smoke during the contract time and until the work is accepted by the Owner. The policy shall name as the insured the Contractor, the Engineer and the Owner.

GC-22. CONTRACT SECURITY:

1. The Contractor shall, within ten (10) days after the receipt of the Notice of Award, furnish the Owner with a Performance Bond and a Payment Bond in penal sums equal to the amount of the contract price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the Contract Documents and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by the Contract Documents. Such bonds shall be executed by the Contractor and a corporate bonding company licensed to transact business in the state in which the work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these bonds shall be borne by the Contractor. If at any time a Surety on any such bond is declared a bankrupt or loses its right to do business in the state in which the work is to be performed or is removed from the list of Surety Companies accepted on Federal Bonds, Contractor

shall within ten (10) days after notice from the Owner to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other Surety or Sureties as may be satisfactory to the Owner. The premiums on such bonds shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new Surety or Sureties shall have furnished an acceptable bond to the Owner.

GC-23. ASSIGNMENTS:

1. Neither the Contractor nor the Owner shall sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or his right, title or interest therein, or his obligations thereunder, without written consent of the other party.

GC-24. INDEMNIFICATION:

1. The Contractor will indemnify and hold harmless the Owner and the Engineer and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Contractor and Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
2. In any and all claims against the Owner or the Engineer or any of their agents or employees, by an employee of the Contractor, Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Workman's Compensation acts, disability benefit acts or other employee benefits acts.
3. The obligation of the Contractor under this paragraph shall not extend to the liability of the Engineer, his agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, design or specifications.

GC-25. SEPARATE CONTRACTS:

1. The Owner reserves the right to let other contracts in connection with this Project. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate his work with theirs. If the proper execution or results of any part of the Contractor's work depends upon the work of any other Contractor, the Contractor shall inspect and promptly report to the Engineer any defects in such work that render it unsuitable for such proper execution and results.
2. The Owner may perform additional work related to the Project by himself or he may let other contracts containing provisions similar to these. The Contractor will afford the other Contractors who are parties to such contracts (or the Owner, if he is performing the additional work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of the work and shall properly connect and coordinate his work with theirs.
3. If the performance of additional work by other Contractors or the Owner is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the Contractor prior to starting any such additional work. If the Contractor believes that the performance of such additional work by the Owner or others involves him in additional expense or entitles him to an extension of the contract time, he may make a claim therefor as provided in Sections GC-13 and GC-14.

GC-26. SUBCONTRACTING:

1. The Contractor may utilize the services of specialty Subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty Subcontractors.
2. The Contractor shall not award work to Subcontractor(s), in excess of fifty (50%) percent of the Contract Price, without prior written approval of the Owner.
3. The Contractor shall be fully responsible to the Owner for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of person directly employed by him.
4. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind the Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of Subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.
5. Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the Owner.

GC-27. ENGINEER'S AUTHORITY:

1. The Engineer shall act as the Owner's representative during the construction period. He shall decide questions which may arise as to quality and acceptability of materials furnished and work performed. He shall interpret the intent of the Contract Documents in a fair and unbiased manner. The Engineer will make visits to the site and determine if the work is proceeding in accordance with the Contract Documents.
2. The Contractor will be held strictly to the intent of the Contract Documents in regard to the quality of materials, workmanship and execution of the work. Inspections may be made at the factory or fabrication plant or the source of material supply.
3. The Engineer will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.
4. The Engineer shall promptly make decisions relative to interpretation of the Contract Documents.

GC-28. LAND AND RIGHTS-OF-WAY:

1. The Owner shall provide the Contractor information which delineates and describes the land owned and right-of-way acquired.
2. The Contractor shall provide at his own expense and without liability to the Owner any additional land or building and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials.

GC-29. GUARANTEE:

1. The contractor shall provide a warranty on all work, materials and equipment incorporated into this project. The warranty period shall not be less than one (1) year from the date of completion and shall cover parts and labor.

GC-30. TAXES:

1. The Contractor will pay all sales, consumer, use and other similar taxes required by the law of the place where the work is performed.

GC-31. WORK ADJACENT TO RAILWAY OR OTHER PROPERTY:

1. Whenever the work embraced in this Contract is near the tracks, structures or buildings of the Owner or of other railways, persons, or property, the work shall be so conducted as not to interfere with the movement of trains or other operations of the railway, or, if in any case such interference be necessary, the Contractor shall not proceed until he has first obtained specific authority and directions therefor from the proper designated officer of the Owner and has the approval of the Engineer.

GC-32. ORDER AND DISCIPLINE:

1. The Contractor shall at all times enforce strict discipline and good order among his employees and any employee of the Contractor who shall appear to be incompetent, disorderly or intemperate or in any other way disqualified for or unfaithful to the work entrusted to him, shall be discharged immediately on the request of the Engineer and he shall not again be employed on the work without the Engineer's written consent.

GC-33. WARNING DEVICES AND SIGNS:

1. The Contractor shall furnish, erect, paint and maintain appropriate warning devices in and around the construction area.

GC-34. SPECIAL RESTRICTIONS: Not Used for this Project

GC-35. AS-BUILT DRAWINGS: Not Used for this Project

GC-36. ALLOWANCES: - Not Used for this Project

SECTION SGC

INDEX TO SUPPLEMENTAL GENERAL CONDITIONS

<u>SECTION</u>	<u>TITLE</u>
SGC-01.	Contractor's Breakdown of Lump Sum Payment Items
SGC-02.	Prior Use By Owner
SGC-03.	Cleaning Up
SGC-04.	Maintenance of Traffic
SGC-05.	Maintenance of Access
SGC-06.	Erosion Control and Restoration of Property
SGC-07.	Safety and Health Regulations
SGC-08.	Pre-Construction Conference
SGC-09.	Settlement of Disputes
SGC-10.	Open Records Act

SECTION SGC

SUPPLEMENTAL GENERAL CONDITIONS

SGC-01. CONTRACTOR'S BREAKDOWN OF LUMP SUM PAYMENT ITEMS:

The Contractor shall, immediately after the contract has been awarded, submit to the Engineer for his approval, a breakdown showing estimates of all costs apportioned to the major elements of design, equipment, material and labor comprising the total work included under any of the lump sum items shown in the proposal. These estimates as approved will serve as the basis for estimating of payments due on all progress estimates.

SGC-02. PRIOR USE BY OWNER:

Prior to completion of all the work, the Owner may take over the operation and/or use of the incomplete project or portions thereof. Such prior use of the facilities by the Owner shall not be deemed as final acceptance of any work or relieve the Contractor from any of the requirements of the Contract Documents.

SGC-03. CLEAN-UP:

The Contractor shall keep the premises free from the accumulation of waste material and rubbish and upon completion of the work, prior to final acceptance of the completed project by the Owner, he shall remove from the premises all rubbish, surplus materials, implements, tools, etc., and leave his work in a clean condition, satisfactory to the Engineer. Periodic cleaning will be scheduled by a representative of the owner.

SGC-04. MAINTENANCE OF TRAFFIC AND OPERATIONS:

The Contractor shall provide adequate warning and protection for pedestrian and vehicular traffic from any hazard arising out of the Contractor's operations and will be held responsible for any damage caused by negligence on his part or by the improper placing of or failure to display danger signs and road lanterns. All traffic lanes, sidewalks and driveways will be kept open and clear at all times except as provided below. The Contractor shall not block traffic on any street more than 30 minutes or without written permission from such agency. Before leaving the work each night, it shall be placed in such condition as to cause the least possible hazard therefrom. Should the Contractor fail to comply with the provisions of this paragraph, the Owner may, with his own forces, provide signs, flagmen, barricades and/or passageways or clear the pavement and deduct the cost thereof from sums due to the Contractor. Detours and traffic controls are to be reviewed by Traffic Engineering before implementation.

SGC-05. MAINTENANCE OF ACCESS:

The Contractor will be required to maintain access to the establishment during all times it is normally open for business. Bridges across open trenches and work areas will be required to provide vehicular and pedestrian access. Bridges with handrail protection will be required for crosswalks at street intersections. It is recognized that it will be necessary to remove bridges and to block cross traffic while equipment is in operation. The Contractor shall, however, plan and pursue his operations so as to minimize the time that direct entrance is blocked.

SGC-06. EROSION CONTROL AND RESTORATION OF PROPERTY:

The Contractor will be required to schedule his work and perform operations in such a manner that siltation and bank erosion will be minimized during all phases of construction. This work should include protective measures in places before land disturbing activities begin in accordance with Federal, State and Local Ordinances covering soil erosion and siltation prevention. Any areas disturbed during the course of construction shall be restored to a condition equal or better than the original condition.

SGC-07. SAFETY AND HEALTH REGULATIONS:

The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational, Health and Safety Act of 1970 (PL31-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL91-54).

SGC-08. PRE-CONSTRUCTION CONFERENCE:

A pre-construction conference may be held at an acceptable time to the Owner and the Contractor prior to the "Notice to Proceed" to coordinate the work and satisfy all requirements of the Contract Documents.

SGC-09. SETTLEMENT OF DISPUTES:

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, U.S.A. All claims, disputes and other matters in question between Licensee and Icon Software Corporation arising out of, or relating to, this Agreement, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. Contractor, by executing this Agreement, specifically consents to venue and jurisdiction in Richmond County, Georgia and waives any right to contest jurisdiction and venue in said Court

SGC-10. OPEN RECORDS ACT:

Contractor acknowledges that this Agreement and certain documentation may be subject to the Georgia Open Records Act (O.C.G.A. § 50-18-70, et seq. Contractor shall cooperate fully in responding to such request and shall make all records, not exempt, available for inspection and copying as required by law.

SPECIAL CONDITIONS

SC-01. LICENSE:

The successful bidder shall have a current Business license during the term of this contract. The license shall be purchased from the Business License and Enforcement Department.

SC-02. COORDINATION OF WORK:

The Contractor shall coordinate his work with the Landscape Section of the Facilities Management Division of Augusta Public Services Department as required for traffic control and access. All construction shall be in accordance with the contract documents and applicable codes and regulations.

SC-03. OPERATION AND STORAGE AREAS:

The owner will not be responsible for providing security for any stored materials, on site or off.

SC-04. PRESERVATION OF EXISTING VEGETATION:

The Contractor will preserve and protect existing vegetation such as trees, shrubs and grass on or adjacent to the site which do not unreasonably interfere with the construction as may be determined by the Engineer.

SC-05. CLEAN-UP:

The Contractor shall keep the premises free from the accumulation of waste material and rubbish. Upon completion of the work, prior to final acceptance of the completed project by the Owner, he shall remove from the premises all rubbish and surplus materials to the satisfaction of the Engineer.

User: Mills, Phyllis

Organization:

City of Augusta, GA (Augusta Commission)

Logout | Help

[My DemandStar](#)[Buyers](#)[Account Info](#)[Log Bid](#)[\[View Bids\]](#)[Log Quote](#)[View Quotes](#)[Supplier Search](#)[Build Broadcast List](#)[Reports](#)

Planholders List

Member Name City of Augusta, GA (Augusta Commission)

Bid Number ITB-09-131-0-2009/PJM

Bid Name New Restroom Facility Pendleton King Park

1 Document(s) found for this bid

6 Planholder(s) found.

[Add Planholder](#)

Supplier Name 	Phone	Fax	Doc Count	Attributes	Programs	Actions
Construction Journal, Ltd.	8007855165	8005817204	1			Documents
Gulf Coast Contracting, LLC	7279386081	7279370967	1	1. Small Business		Documents
Modular Connections, LLC	2059804565	2054178043	1			Documents
Nawkaw Corporation	7705306181	7709999999	1			Documents
Onvia, Inc. - Content Department	2063739500	8882637801	1			Documents
Reed Construction Data	8009018687	8775633534	1			Documents

Page 1 of 1

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

Bidders List

Bid Item # 09-131 Cost \$ _____

#	Company Name	Complete Mailing Address	Date	Spec. #	Initials	Mailed by
1	CSI Construction Attn: Michael Hyde P.O. Box 2990 Augusta, GA 30904	Phone 706 733-2438 Fax 706 733-6604	6-15-09		DW	Pick-up
2	MRC Construction Attn: Brittany 2203 Willis Foreman Road Hephzibah, GA 30815	Phone 706 592-1947 Fax 706 592-9333	6-15-09		DW	U.S. Mail
3	Larry L. McCord Design Building Attn: Larry McCord 2016 Highland Avenue Augusta, GA 30904	Phone 706 733-2931 Fax 706 736-6838	6-22-09		DW	Pick-up
4	Pinnacle USA Deryl Belser	P.O. Box 7221 Athens, GA 30604	6/23		PM	P/U
5	Tran Construction Attn: Angel Diaz 3855 Red Oak Court Martinez, GA 30907	Phone 706 855-8662 Fax 706 309-9632	6/24/09		DW	Pick-up
6	The Reynolds Electric Company Attn: David Miller 1426 Socastee Drive North Augusta, SC 29841	Phone 706 877-7112 Fax 706 828-0903	6/25/09		DW	Pick-up
7	Sommers Construction Attn: Patrick Sommers P. O. Box 9590 Evans, GA 30809	Phone 706 835-7694 Fax 706 888 260-1674	7-2-09		DW	U.S. Mail
8	Lukes Electrical Service 658 Lorraine Dr N. Augusta SC 29841	Ph 706-951-9093 Fax 706-N/A	7-2-09		LS	P/U
9	Hislee W. York Co. 1111 S. Augusta SC 29841					
10	Continental Construction Attn: Dianna Meese P. O. Box 204198 Augusta, GA 30917-4198	Phone 706 860-3846 Fax 706 863-0306	7-8-09		DW	P/U

DODGE PLAN ROOM
DIGITAL BLUEPRINT
1281 BROAD STREET
AUGUSTA, GA 30901

TURNER MECHANICAL
1347 ATOMIC ROAD
BEECH ISLAND, SC 29842

JERRY R BUTLER
6144 KIOKEE DRIVE
HARLEM, GA 30814

NORRIS CONSTRUCTION
4252 WINDSOR SPRING RD
HEPHZIBAH, GA 30815

KIRBY CO INC
823 BROAD STREET
AUGUSTA, GA 30901

WALTON MASONRY CONSTRUCTION CO
5878 HUNTINGTON DRIVE
GROVETOWN, GA 30813

BROADWATER & SONS CONSTRUCTION CO
124 COOPER LOOP
NORTH AUGUSTA, SC 29860

WETHERINGTON BUILDERS
402 WEST AVENUE # 404
NORTH AUGUSTA, SC 29841

HART CONSTRUCTION
513 WASHINGTON CIRCLE
AIKEN, SC 29801

HORIZON CONSTRUCTION & ASSOC.
~~4416 COLUMBIA RD~~ *P.O. Box 798*
AUGUSTA, GA 30907

LAFAYETTE MASONRY SERVICES
~~119 FOX TRACE DRIVE~~
AUGUSTA, GA 30909

ONE CONCRETE SOURCE, INC.
PO BOX 16154
AUGUSTA, GA 30906

Evans, Ga. 30809

CONTRACT MANAGEMENT
1827 KILLINGSWORTH ROAD
AUGUSTA, GA 30906

BALL'S ENTERPRISES
721 EVE STREET
AUGUSTA GA 30904

JBC CONSTRUCTION
118 N BELAIR ROAD SUITE 1
EVANS GA 30809

FREEMAN CARPENTRY & PAINTING
2731 MILLEDGEVILLE ROAD
AUGUSTA, GA 30904

JACKSON ELECTRIC
2314 RUBY DRIVE
AUGUSTA, GA 30906

AUGUSTA BUILDERS EXCHANGE
1262 MERRY STREET
AUGUSTA, GA 30904

JEROME JONES
J & B CONSTRUCTION
2550 GORDON HWY
GROVETOWN, GA 30813

Rick Acree
Public Service
Hatcher Building

Mike Greene
Public Service
Hatcher Building

Yvonne Gentry
DBE
Hatcher Building

Bid Item 09-131
New Restroom Pendleton King
Mailed 06/11/09

Bid Item #09-131
New Restroom Facility
Pendleton King Park
For Public Services
Bid Due: Tues 7/28/09@3:00 PM

Invitation to Bid

Sealed bids will be received at this office until Tuesday, July 28, 2009 at 3:00 P.M. for furnishing:

Bid Item 09-131 New Restroom Facility Pendleton King Park for Public Service

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

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

BID documents may be obtained at the office of Augusta, GA Procurement Department, 530 Greene Street – Room 605, Augusta, GA 30901. Documents may be examined during regular business hours at the offices of Augusta, GA Procurement Department. **A Mandatory Pre-Bid Conference will be held on Wednesday, July 8, 2009 @ 10:00 a.m. in the Procurement Department Room 605. All questions must be submitted in writing to the office of the Procurement Department by Friday, July 10, 2009 @ 3:00 p.m. by fax at 706-821-2811 or by mail.** .No bid will be accepted by fax, all must be received by mail or hand delivered.

No Bid may be withdrawn for a period of **90** days after time has been called on the date of opening. **A 10% Bid bond is required to be submitted in a separate envelope so marked along with the bidders' qualifications; a 100% performance bond and a 100% payment bond will be required for award.**

An invitation for bids shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions, applicable to the procurement. All specific requirements contained in the invitation to bid including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waiveable or modifiable by the Procurement Director. Please mark BID number on the outside of the envelope.

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

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle June 11, 18, 25, July 2, 2009
Metro Courier June 17, 2009

cc: Tameka Allen Interim Deputy Administrator
 Mike Greene Public Service
 Rick Acree Public Service

Mandatory Pre-Bid Meeting

Bid Item #09-131

New Restroom Facility Pendleton King Park
For the City of Augusta – Public Services Department
Wednesday, July 8, 2009 at 10:00 a.m.

PLEASE PRINT

NAME	COMPANY/DEPT.	ADDRESS/CITY/STATE/ZIP CODE	TELEPHONE NUMBER	FAX NUMBER	Prime/Sub
1. Rick Acree	ARC PUBLIC SERV.		706/821-2426	706/821-2484	
2. Blane Carter	Sitec, LLC	217 Fairfield Ave. Aiken, S.C. 29801	706 840-3980	866-656-1550	
3. J.H. Hyatt	CSH Const	Box 2996 30904 Augusta, GA	706 733-2488	706 733-6604	
4. Ross Wheeler	Larry Pittman & Associates	1249 Gordon Park Rd. Augusta, GA 30901	706-724-7602	706 724-7641	
5. Willie Williams	Contract Management	P.O. Box 3833 Augusta, Ga. 30914	706 667-9033	706 667-9034	
6. Paul Cannady	Continental Const.	P.O. Box 20499 Augusta, GA 30917	706 860-3846	706 863-0306	
7. Dickson Pieczulis	Heavenly Const. Company, Inc.	P.O. Box 14129 Augusta, GA 30919	706 733-1203	706 736-2498	Prime
CARL JORDAN	TURNER MECHANICAL	1347 ATOMYK RD 29842 BEECH ISLAND, S.C.	803 442-4474	803 442-2140	
9. Patrick Sommers	Sommers Construction LLC	P.O. Box 950 Evans, Ga 30809	706 855-7694	888-264-1674	Prime
10. Darrell White	Procurement		706 821-2423	706 821-2811	
11. Phyllis Mills	Procurement		706 821-2888	706 821-2811	
12.					

Mandatory Pre-Bid Meeting
Bid Item #09-131
New Restroom Facility Pendleton King Park
For the City of Augusta - Public Services Department
Wednesday, July 8, 2009 at 10:00 a.m.

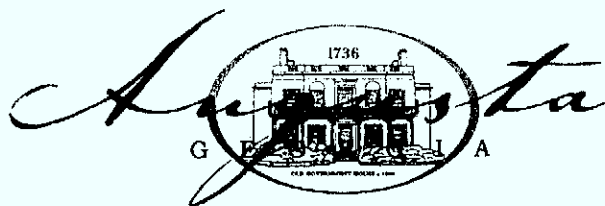
PLEASE PRINT

NAME	COMPANY/DEPT.	ADDRESS/CITY/STATE/ZIP CODE	TELEPHONE NUMBER	FAX NUMBER	Prime/Sub
1. Henry L. Henderson	Horizon Construction Assoc	P.O. Box 798 Evans, GA 30809	706-210-8624	706-210-8625	Prime
Richard Costello	Like Electric	2037 Washington Rd Wrightsville, NC 27899	706-447-2854	706-447-2854	Sub
3. Deryl Belser	Pinnacle USA, Inc. Artistic Concrete of GA	125 Old Monroe Road Bogart, Ga 30606	706-613-1305	706-425-0777 0377	Prime
4. Terry Smith	JTB Const. & Services	3550 Gordon Highway	706-650-1512	706-650-1513	Prime
5. JAMES R. UTSEY	J&B construction AND services INC.	Grove town GA 30813	706-650-1512	706-650-1513	Prime
6. Joey Allen	Two State Construction	2292 Washington Rd P.O. Drawer Thomson, GA 30824	706-821-4711 706-595-2823 Office	706-595-7134	Prime
7.					
8.					
9.					
10.					
11.					
12.					

Mandatory Pre-Bid Meeting
Bid Item #09-131
New Restroom Facility Pendleton King Park
For the City of Augusta - Public Services Department
Wednesday, July 8, 2009 at 10:00 a.m.

PLEASE PRINT

NAME	COMPANY/DEPT.	ADDRESS/CITY/STATE/ZIP CODE	TELEPHONE NUMBER	FAX NUMBER	Prime/Sub
1. Chuck CANDLER	CANDLER-DUKAKIS CONST. TRAN	1209 Roy Rd. Augusta, Ga. 30909	706- 364-0758	706 364-0754	P
Angel Dirz	CONSTRUCTION, INC.	3855 RED OAK CT MARTINEZ, GA 30907	305 525-1009	706 855-8662	PRIME
3. Sinny Williams	DBE	501 Greene St Augusta GA 30901	706 821-2406	706 821-4228	
4. Larry L. McCono	Larry L. McCono Desig Bldg	Augusta, Ga 2016 Highland Ave. Augusta, GA 30904	706-733-2931 706-267-7988	706/736-6838	PRIME
5. Tobias Dobb	Dominion Construction	1443 Westwood Ave Augusta, GA 30310	404.437.3191	404.437.3192	PRIME
6. BEICE WRIGHT	R.B. WRIGHT Const.	1227 GORDON PARK RD. 30904	706-722-4866	706-722-1014	PRIME
7.					
8.					
9.					
10.					
11.					
12.					



PUBLIC SERVICES DEPARTMENT

Richard M. Acree, Jr.
Assistant Director

Michael D. Greene
Interim Director

MEMORANDUM

TO: Ms. Geri Sams, Procurement Director

FROM:  Mr. Richard M. Acree, Jr., Assistant Director
Public Services Department
Facilities Management Division

DATE: September 1, 2009

SUBJECT: Bid Item 09-0131 PKP Restroom Building

FILE REF.: 09-014 – SPLOST Projects

Ms. Sams:

Public Services has reviewed the bid packages received on the bid item referenced above. We received three compliant bids. The low bidder is Sommers Construction of Evans Georgia. Staff has contacted this bidder and they appear to be capable of performing this scope of work at the stated price. Unless we hear something to the contrary from Procurement, it is our intention to prepare an agenda item to request the Commission to award the contract to this vendor.

Thank you for your assistance in securing this pricing. Please do not hesitate to call if you have any questions or need additional clarification.

Please call if you have questions or need additional clarification.

RMA

Cc: Mike Greene
Sam Smith
Phyllis Mills
Nancy Williams



**Engineering Services Committee Meeting
9/8/2009 1:00 PM
readoption of flood damage prevention ordinance**

Department: Planning Commission

Caption: Approve the readoption of the Flood Damage Prevention Ordinance as amended.

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:

Clerk of Commission

TITLE EIGHT

PLANNING & ZONING

CHAPTER 1

FLOOD DAMAGE PREVENTION

ARTICLE 1

STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE AND OBJECTIVES

§ 8-1-1. STATUTORY AUTHORIZATION.

Article IX, Section II of the Constitution of the State of Georgia and Section 36-1-20(a) of the Official Code of Georgia Annotated have delegated the responsibility to local governmental units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the Augusta Commission of Augusta, Georgia does ordain the provisions of this Chapter:

§ 8-1-2. FINDINGS OF FACT.

- (a) The flood hazard areas of Augusta, Georgia are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood relief and protection, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.
- (b) These flood losses are caused by the occupancy in flood hazard areas of uses vulnerable to floods, which are inadequately elevated, flood-proofed, or otherwise unprotected from flood damages, and by the cumulative effect of obstructions in floodplains causing increases in flood heights and velocities.

§ 8-1-3. STATEMENT OF PURPOSE.

It is the purpose of this Chapter to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- (a) restrict or prohibit uses which are dangerous to health, safety and property due to water or erosion hazards, or which increase flood heights, velocities, or erosion;
- (b) require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
- (c) control the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of flood waters;

- (d) control filling, grading, dredging and other development which may increase flood damage or erosion, and;
- (e) prevent or regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards to other lands.

§ 8-1-4. OBJECTIVES.

The objectives of this Chapter are:

- (a) to protect human life and health;
- (b) to minimize expenditure of public money for costly flood control projects;
- (c) to minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (d) to minimize prolonged business interruptions;
- (e) to minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;
- (f) to help maintain a stable tax base by providing for the sound use and development of flood prone areas in such a manner as to minimize flood blight areas; and
- (g) to insure that potential home buyers are notified that property is in a flood area.

§ 8-1-5. - - 8-1-9. RESERVED.

ARTICLE 2

DEFINITIONS

§ 8-1-10. SPECIFIC DEFINITIONS.

Unless specifically defined below, words or phrases used in this Chapter shall be interpreted so as to give them the meaning they have in common usage and to give this Chapter its most reasonable application:

- (a) **Addition (to an existing building).** Any walled and roofed expansion to the perimeter of a building in which the addition is connected by a common load-bearing wall other than a fire wall. Any walled and roofed addition which is connected by a fire wall or is separated by an independent perimeter load-bearing wall shall be considered "New Construction".
- (b) **Appeal.** A request for a review of the Executive Director's interpretation of any provision of this Chapter or a request for a variance.
- (c) **Area of shallow flooding.** A designated AO or AH Zone on a community's Flood Insurance Rate Map (FIRM) with base flood depths from one (1) to three (3) feet, and/or where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident.
- (d) **Area of Special Flood Hazard.** The land in the floodplain within a community subject to a one (1) percent or greater chance of flooding in any given year. In the absence of official designation by the Federal Emergency Management Agency, Areas of Special Flood Hazard shall be those designated by the local community and referenced in Article 3, Section 8-1-17.
- (e) **Base flood.** The flood having a one (1) percent chance of being equaled or exceeded in any given year.
- (f) **Base Flood Elevation (BFE).** The elevation shown on the Flood Insurance Rate Map (FIRM) for Zones AE, AH, A1-A30, AR, AR/A, AR/AE, AR/A1-A30, AR/AH, AR/AO, V1-V30, and VE that indicates the water surface elevation resulting from a flood that has a one percent change of equaling or exceeding that level in any given year.
- (f) **Basement.** That portion of a building having its floor subgrade (below ground level) on all sides.
- (g) **Building.** Any structure built for support, shelter, or enclosure for any occupancy or storage.
- (h) **City Engineer.** The City Engineer for Augusta, GA.
- (i) **Commission.** The Augusta Commission
- (j) **Critical Facilities.** Any public or private facility, which, if flooded, would create an added dimension to the disaster or would increase the hazard to life and health. Critical facilities include:

- (1) structures or facilities that produce, use, or store highly volatile, flammable, explosive, toxic, or water-reactive materials;
 - (2) hospitals and nursing homes, and housing for the elderly, which are likely to contain occupants who may not be sufficiently mobile to avoid the loss of life or injury during flood and storm events;
 - (3) emergency operation centers or data storage center which contain records or services that may become lost or inoperative during flood and storm events; and
 - (4) generating plants, and other principal points of utility lines.
- (k) **Development.** Any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavating, drilling operations, and permanent storage of materials or equipment.
- (l) **Elevated building.** A non-basement building built to have the lowest floor of the lowest enclosed area elevated above the ground level by means of fill, solid foundation perimeter walls, pilings, columns, piers, or shear walls adequately anchored so as not to impair the structural integrity of the building during a base flood event.
- (m) **Executive Director.** The Executive Director of the Augusta-Richmond County Planning Commission.
- (m) **Existing Construction.** Any structure for which the "start of construction" commenced before February 15, 1978 for the City of Augusta prior to consolidation and March 4, 1980 for the unincorporated areas of Richmond County prior to consolidation - the effective date of the FIRST Floodplain Management Ordinance adopted by Augusta, GA as a basis for Augusta's participation in the National Flood Insurance Program (NFIP).
- (n) **Existing manufactured home park or subdivision.** A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum the installation of utilities, the construction of streets, and final site grading or the pouring of concrete pads) is completed before February 15, 1978 for the City of Augusta prior to consolidation and March 4, 1980 for the unincorporated areas of Richmond County prior to consolidation - the effective date of the FIRST Floodplain Management Ordinance adopted by Augusta as a basis for Augusta's participation in the National Flood Insurance Program (NFIP).
- (o) **Expansion to an existing manufactured home park or subdivision.** The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed, including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads.
- (p) **Flood or flooding.** A general and temporary condition of partial or complete inundation of normally dry land areas from:
- (1) the overflow of inland or tidal waters; or
 - (2) the unusual and rapid accumulation or runoff of surface waters from any source.
- (q) **Flood Hazard Boundary Map (FHBM).** An official map of a community, issued by the Federal Insurance Administration, where the boundaries of areas of Special Flood Hazard have been defined as Zone A.

- (r) **Flood Insurance Rate Map (FIRM).** An official map of a community, issued by the Federal Insurance Administration, delineating the areas of Special Flood Hazard and/or risk premium zones applicable to the community.
- (s) **Flood Insurance Study.** The official report by the Federal Insurance Administration evaluating flood hazards and containing flood profiles and water surface elevations of the base flood.
- (t) **Floodplain.** Any land area susceptible to flooding.
- (u) **Floodproofing.** Any combination of structural and non-structural additions, changes, or adjustments to structures, which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.
- (v) **Floodway.** The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.
- (w) **Floodway fringe, lower.** The portion of the area of Special Flood Hazard that is located between the limit of the floodway and a line connecting all points half the distance between the floodway and the limit of the area of Special Flood Hazard.
- (x) **Floodway fringe, upper.** The portion of the area of Special Flood Hazard that is located between the lower floodway fringe and the boundary of the area of Special Flood Hazard.
- (y) **Floor.** The top surface of an enclosed area in a building (including basement), i.e. top of slab in concrete slab construction or top of wood flooring in wood frame construction. The term does not include the floor of a garage used solely for parking vehicles.
- (z) **Functionally dependent facility.** A facility which cannot be used for its intended purpose unless it is located or carried out in close proximity to water, such as a docking or port facility necessary for the loading and unloading of cargo or passengers, shipbuilding, ship repair, or seafood processing facilities. The term does not include long-term storage, manufacturing, sales or service facilities.
- (aa) **Highest adjacent grade.** The highest natural elevation of the ground surface, prior to construction, adjacent to the proposed foundation of a building.
- (bb) **Historic Structure.** Any structure that is:
 - (1) listed individually in the National Register of Historic Places (a listing maintained by the U.S. Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
 - (2) certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
 - (3) individually listed on a state inventory of historic places and determined as eligible by states with historic preservation programs which have been approved by the Secretary of the Interior; or

- (4) individually listed on a local inventory of historic places and determined as eligible by communities with historic preservation programs that have been certified either:
 - a) By an approved state program as determined by the Secretary of the Interior; or
 - b) directly by the Secretary of the Interior in states without approved programs.
- (cc) **Lowest floor.** The lowest floor of the lowest enclosed area, including basement. An unfinished or flood resistant enclosure, used solely for parking of vehicles, building access, or storage, in an area other than a basement, is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of other provisions of this Code.
- (dd) **Manufactured home.** A building, transportable in one or more sections, built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities. The term also includes park trailers, travel trailers, and similar transportable structures placed on a site for one hundred and eighty (180) consecutive days or longer and intended to be improved property.
- (ee) **Mean Sea Level.** The average height of the sea for all stages of the tide. It is used as a reference for establishing various elevations within the floodplain. For purposes of this Chapter, the term is synonymous with National Geodetic Vertical Datum (NGVD).
- (ff) **National Geodetic Vertical Datum (NGVD).** As corrected in 1929, is a vertical control used as a reference for establishing varying elevations within the floodplain.
- (gg) **New construction.** (for purposes of determining insurance rates and for floodplain management purposes) ANY structure (see definition) for which the "start of construction" commenced after February 15, 1978 for the City of Augusta prior to consolidation and March 4, 1980 for the unincorporated areas of Richmond County prior to consolidation - the effective date of the FIRST Floodplain Management Ordinance adopted by Augusta, GA as a basis for Augusta's participation in the National Flood Insurance Program (NFIP) - and includes any subsequent improvements to such structure.
- (hh) **New manufactured home park or subdivision.** A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after February 15, 1978 for the City of Augusta prior to consolidation and March 4, 1980 for the unincorporated areas of Richmond County prior to consolidation - the effective date of the FIRST Floodplain Management Ordinance adopted by Augusta, GA as a basis for Augusta's participation in the National Flood Insurance Program (NFIP).
- (ii) **Recreational vehicle** means a vehicle which is:
 - (1) built on a single chassis;
 - (2) 400 square feet or less when measured at the largest horizontal projection;
 - (3) designed to be self-propelled or permanently towable by a light duty truck; and

- (4) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.
- (jj) **Start of construction.** The date the Development Permit was issued, provided the actual start of construction, repair, reconstruction, or improvement was within one hundred and eighty (180) days of the permit date. The actual start means the first placement of permanent construction of the structure such as the pouring of slabs or footings, installation of piles, construction of columns, or any work beyond the stage of excavation, and includes the placement of a manufactured home on a foundation. (Permanent construction does not include initial land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of buildings appurtenant to the permitted structure, such as garages or sheds not occupied as dwelling units or part of the main structure. (NOTE: Accessory structures are NOT exempt from any ordinance requirements) For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.
- (kk) **Structure.** A walled and roofed building that is principally above ground, a manufactured home, a gas or liquid storage tank.
- (ll) **Substantial damage.** Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed fifty (50) percent of the market value of the structure before the damage occurred.
- (mm) **Substantial improvement.** Any combination of repairs, reconstruction, alteration, or improvements to a building, taking place during a five (5) year period, in which the cumulative cost equals or exceeds fifty percent of the market value of the structure prior to the improvement. The market value of the building should be:
- (1) the appraised value of the structure prior to the start of the initial repair or improvement; or
 - (2) in the case of damage, the value of the structure prior to the damage occurring. This term includes structures which have incurred "substantial damage", regardless of the actual amount of repair work performed.
- For the purposes of this definition, "substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the building. The term does not, however, include those improvements of a building required to comply with existing health, sanitary, or safety code specifications which are solely necessary to assure safe living conditions, which have been pre-identified by the Code Enforcement Official, and not solely triggered by an improvement or repair project.
- (nn) **Substantially improved existing manufactured home parks or subdivisions.** Where the repair, reconstruction, rehabilitation or improvement of the streets, utilities and pads equals or exceeds fifty (50) percent of the value of the streets, utilities and pads before the repair, reconstruction or improvement commenced.
- (oo) **Variance.** A grant of relief from the requirements of this Chapter which permits construction in a manner otherwise prohibited by this Chapter.

- (pp) **Violation.** The failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, or other certifications, or other evidence of compliance required by this ordinance is presumed to be in violation until such time as that documentation is provided.

§ 8-1-11. - - 8-1-15. RESERVED.

ARTICLE 3

GENERAL PROVISIONS

§ 8-1-16. LANDS TO WHICH THIS CHAPTER APPLIES.

This Chapter shall apply to all areas of Special Flood Hazard within the jurisdiction of Augusta, Georgia.

§ 8-1-17. BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD.

The areas of Special Flood Hazard, identified by the Federal Emergency Management Agency in its Flood Insurance Study (FIS), dated February 15, 1978 for the City of Augusta prior to consolidation and March 4, 1980 for the unincorporated areas of Richmond County prior to consolidation, with accompanying maps and other supporting data and any revision thereto, the most recent revision being September 25, 2009, are adopted by reference and declared a part of this Chapter.

Areas of Special Flood Hazard may also include those areas known to have flooded historically or defined through standard engineering analysis by governmental agencies or private parties but not yet incorporated in a FIS.

The Repository for public inspection of the Flood Insurance Study (FIS), accompanying maps and other supporting data is located at 525 Telfair Street, Augusta, GA.

§ 8-1-18. ESTABLISHMENT OF DEVELOPMENT PERMIT

A Development Permit shall be required, in conformance with the provisions of this Chapter, PRIOR to the commencement of any development activities.

§ 8-1-19. COMPLIANCE.

No structure or land shall hereafter be located, extended, converted or altered without full compliance with the terms of this Chapter and other applicable regulations.

§ 8-1-20. ABROGATION AND GREATER RESTRICTIONS.

This Chapter is not intended to repeal, abrogate, or impair any existing ordinance, easements, covenants, or deed restrictions. However, where this Chapter and another conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

§ 8-1-21. INTERPRETATION.

In the interpretation and application of this Chapter all provisions shall be:

- (a) considered as minimum requirements;
- (b) liberally construed in favor of the Governing Body, and;

(c) deemed neither to limit nor repeal any other powers granted under state statutes.

§ 8-1-22. WARNING AND DISCLAIMER OF LIABILITY.

The degree of flood protection required by this Chapter is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur; flood heights may be increased by man-made or natural causes. This Chapter does not imply that land outside the areas of Special Flood Hazard or uses permitted within such areas will be free from flooding or flood damages. This Chapter shall not create liability on the part of Augusta, GA, the Commission, and/or the Augusta-Richmond County Planning Commission or by any officer or employee thereof for any flood damages that result from reliance on this Chapter or any administrative decision lawfully made thereunder.

§ 8-1-23. ENFORCEMENT AND PENALTIES FOR VIOLATION

Violation of the provisions of this Chapter or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions shall be reported to the City Engineer. Once a violation is evident, the City Engineer, acting on behalf of the Commission, shall be empowered to notify the owner in writing of the apparent violation of this Chapter. The written notice shall direct the owner to cease the development activity until such time as the requirements and procedures of this Chapter have been met. Upon failure of the owner to comply with this notice, the City Engineer shall notify the City Attorney of the violation; and the City Attorney shall immediately begin legal procedures in the Superior Court of Richmond County to prevent, enjoin, abate or remove such violations in addition to injunctive relief. All persons, firms or corporations failing to comply with the mandatory provisions hereof or doing any act prohibited hereby shall be guilty of an offense and, upon conviction thereof, be fined not more than one thousand dollars (\$1,000.00) or imprisoned for not more than sixty (60) days, or both, and, in addition, shall pay all costs and expenses involved in the case. Each day such violation continues shall be considered a separate offense. Nothing contained herein shall prevent the Commission from taking such other lawful action as is necessary to prevent or remedy any violation.

§ 8-1-24 - - 8-1-28. RESERVED.

ARTICLE 4

ADMINISTRATION

§ 8-1-29. DESIGNATION OF EXECUTIVE DIRECTOR.

The Executive Director of the Augusta-Richmond County Planning Commission is hereby appointed to administer and implement the provisions of this Chapter.

§ 8-1-30. PERMIT PROCEDURES.

Application for a Development Permit shall be made to the Executive Director on forms furnished by the community PRIOR to any development activities, and may include, but not be limited to the following: plans in duplicate drawn to scale showing the elevations of the area in question and the nature, location, dimensions, of existing or proposed structures, earthen fill placement, storage of materials or equipment, and drainage facilities.

Specifically, the following information is required:

(a) Application Stage -

- (1) Elevation in relation to mean sea level (or highest adjacent grade) of the lowest floor, including basement, of all proposed structures;
- (2) Elevation in relation to mean sea level to which any non-residential structure will be flood-proofed;
- (3) Design certification from a registered professional engineer or architect that any proposed non-residential flood-proofed structure will meet the flood-proofing criteria of Article 5, Section 8-1-44(b);
- (4) Description of the extent to which any watercourse will be altered or relocated as a result of a proposed development, and;

(b) Construction Stage -

For all new construction and substantial improvements, the permit holder shall provide to the Administrator an as-built certification of the regulatory floor elevation or flood-proofing level immediately after the lowest floor or flood-proofing is completed. Any lowest floor certification made relative to mean sea level shall be prepared by or under the direct supervision of a registered land surveyor or professional engineer and certified by same. When flood-proofing is utilized for non-residential structures, said certification shall be prepared by or under the direct supervision of a professional engineer or architect and certified by same.

Any work undertaken prior to submission of these certifications shall be at the permit holder's risk.

The Executive Director shall review the above referenced certification data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to further progressive work being allowed to proceed. Failure to submit

certification or failure to make said corrections required hereby, shall be cause to issue a Stop-Work Order for the project.

§ 8-1-31. DUTIES AND RESPONSIBILITIES OF THE EXECUTIVE DIRECTOR

Duties of the Executive Director shall include, but shall not be limited to:

- (a) Review all Development Permits to assure that the permit requirements of this Chapter have been satisfied;
- (b) Review proposed development to assure that all necessary permits have been received from governmental agencies from which approval is required by Federal or State law, including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334. Require that copies of such permits be provided and maintained on file.
- (c) Review all permit applications to determine whether proposed building sites will be reasonably safe from flooding.
- (d) When Base Flood Elevation data or floodway data have not been provided in accordance with Article 3, Section 8-1-17, then the Executive Director shall obtain, review and reasonably utilize any base flood elevation and floodway data available from a Federal, State or other sources in order to administer the provisions of Article 5.
- (e) Review and record the actual elevation in relation to mean sea level (or highest adjacent grade) of the lowest floor, including basement, of all new or substantially improved structures in accordance with Article 4, Section 8-1-30(b).
- (f) Review and record the actual elevation, in relation to mean sea level to which any new or substantially improved structures have been flood-proofed, in accordance with Article 4, Section 8-1-30(b).
- (g) When flood-proofing is utilized for a structure, the Executive Director shall obtain certification of design criteria from a registered professional engineer or architect in accordance with Article 4, Section 8-1-30(a)(3) and Article 5, Section 8-1-44(b) or Article 5, Section 8-1-48(b).
- (h) Make substantial damage determinations following a flood event or any other event that causes damage to structures in flood hazard areas.
- (i) Notify adjacent communities and the Georgia Department of Natural Resources prior to any alteration or relocation of a watercourse and submit evidence of such notification to the Federal Emergency Management Agency (FEMA).
- (j) For any altered or relocated watercourse, submit engineering data/analysis within six (6) months to the FEMA to ensure accuracy of community flood maps through the Letter of Map Revision process. Assure flood carrying capacity of any altered or relocated watercourse is maintained.
- (k) Where interpretation is needed as to the exact location of boundaries of the Areas of Special Flood Hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions) the Executive Director shall make the necessary interpretation. Any person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this Chapter.

- (l) All records pertaining to the provisions of this Chapter shall be maintained in the office of the Executive Director and shall be open for public inspection.

§ 8-1-32. VARIANCE PROCEDURES

- (a) The Zoning Board of Appeals as established by the Commission shall hear and decide requests for appeals or variance from the requirements of this Chapter.
- (b) The Zoning Board of Appeals shall hear and decide appeals when it is alleged an error in any requirement, decision, or determination is made by the Executive Director in the enforcement or administration of this Chapter.
- (c) Any person aggrieved by the decision of the Zoning Board of Appeals may appeal such decision to the Superior Court of Richmond County, Georgia, as provided in O.C.G.A. Sec. 5-4-1; however all appeals shall be on record and shall not be de novo.
- (d) Variances may be issued for the repair or rehabilitation of Historic Structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a Historic Structure and the variance is the minimum to preserve the historic character and design of the structure.
- (e) In reviewing such requests, the Zoning Board of Appeals shall consider all technical evaluations, relevant factors, and all standards specified in this and other sections of this Chapter, and:
 - (1) The danger that materials may be swept onto other lands to the injury of others;
 - (2) The danger to life and property due to flooding or erosion damage;
 - (3) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
 - (4) The importance of the services provided by the proposed facility to the community;
 - (5) The necessity to the facility of a waterfront location, in the case of a functionally dependent facility;
 - (6) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;
 - (7) The compatibility of the proposed use with existing and anticipated development;
 - (8) The relationship of the proposed use to the Comprehensive Plan and Floodplain Management Program for that area;
 - (9) The safety of access to the property in times of flood for ordinary and emergency vehicles;
 - (10) The expected heights, velocity, duration, rate of rise and sediment transport of floodwaters and the effects of wave action, if applicable, expected at the site; and

- (11) The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, and streets and bridges.
- (f) Upon consideration of the factors listed above and the purposes of this Chapter, the Zoning Board of Appeals may attach such conditions to the granting of variances as it deems necessary to further the purposes of this Chapter.
- (g) Variances shall not be issued within any designated floodway, or lower floodway fringe, if ANY increase in flood levels during the base flood discharge would result.
- (h) Conditions for Variances:
 - (1) The provisions of this Chapter are minimum standards for flood loss reduction, therefore any deviation from the standards must be weighed carefully. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief; and, in the instance of an Historic Structure, a determination that the variance is the minimum necessary so as not to destroy the historic character and design of the building.
 - (2) A variance shall be issued ONLY when there is:
 - (a) a finding of good and sufficient cause,
 - (b) a determination that failure to grant the variance would result in exceptional hardship, and;
 - (c) a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
 - (3) Any applicant to whom a variance is granted shall be given written notice specifying the difference between the base flood elevation and the elevation of the proposed lowest floor and stating that the cost of flood insurance will be commensurate with the increased risk to life and property resulting from the reduced lowest floor elevation.
- (i) The Executive Director shall maintain the records of all appeal actions and report any variances to the Federal Emergency Management Agency upon request.
- (j) Variances may be issued for development necessary for the conduct of a functionally dependent use, provided the criteria of this Article are met, no reasonable alternative exists, and the development is protected by methods that minimize flood damage during the base flood and create no additional threats to public safety.

§ 8-1-33 - - 8-1-42. **RESERVED.**

ARTICLE 5

PROVISIONS FOR FLOOD HAZARD REDUCTION

§ 8-1-43. GENERAL STANDARDS

In ALL Areas of Special Flood Hazard the following provisions are required:

- (a) New construction and substantial improvements of existing structures shall be anchored to prevent flotation, collapse or lateral movement of the structure;
- (b) Manufactured homes shall be anchored to prevent flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This standard shall be in addition to and consistent with applicable State requirements for resisting wind forces;
- (c) New construction and substantial improvements of existing structures shall be constructed with materials and utility equipment resistant to flood damage;
- (d) New construction or substantial improvements of existing structures shall be constructed by methods and practices that minimize flood damage;
- (e) All heating and air conditioning equipment and components, all electrical, ventilation, plumbing, and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;
- (f) New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;
- (g) Replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters;
- (h) New on-site waste disposal systems shall be located within the Special Flood Hazard Area per the provisions of the Georgia Onsite Wastewater Regulations;
- (i) Any alteration, repair, reconstruction or improvement to a structure which is not compliant with the provisions of this Chapter, shall be undertaken only if the non-conformity is not furthered, extended or replaced; and
- (j) Elevated Buildings - All new construction or substantial improvements of existing structures that include ANY fully enclosed area located below the lowest floor formed by foundation and other exterior walls shall be designed so as to be an unfinished or a flood resistant enclosure. The enclosure shall be designed to equalize hydrostatic flood forces on exterior walls by allowing for the automatic entry and exit of floodwater.
 - (1) A minimum of two (2) openings that are installed no more than twelve (12) inches above the higher of the final interior or exterior grade, and that are installed in at least two different sides (preferably the sides in the direction of the flow of floodwater) of each enclosed area, must be provided, where the openings:

- (a) Have a total open net area of not less than one square inch for every square foot of enclosed area. Openings may be equipped with screens, louvers, valves or other coverings or devices provided they are disabled in the open position and also permit the automatic flow of floodwater in both directions.; or
 - (b) Are individually certified by a design professional licensed to do design work in the State of Georgia stating that the openings are designed to automatically equalize hydrostatic flood loads on exterior walls by allowing the automatic entry and exit of floodwaters in accordance with the American Society of Civil Engineers – Flood Resistant Design and Construction (ASCE 24) and that an appropriate number of vents are provided. A copy of the Engineer's Certification (signed and sealed) along with the applicable section from the Flood Ordinance (this section) allowing for the use of these engineered openings must be attached to the Elevation Certificate; or
 - (c) Are ICC-ES accepted engineered flood vents, and the appropriate number of such vents are provided and installed in accordance with the manufacturer's specifications. A copy of the ICC-ES Evaluation Report along with the applicable section from the Flood Ordinance (this section) allowing for the use of these engineered flood vents must be attached to the Elevation Certificate.
- (2) So as not to violate the "Lowest Floor" criteria of this Chapter, the unfinished or flood resistant enclosure shall only be used for parking of vehicles, limited storage of maintenance equipment used in connection with the premises, or entry to the elevated area; and
- (3) The interior portion of such enclosed area shall not be partitioned or finished into separate rooms.
- (4) An attached garage may have its flood below the BFE provided the garage meets all of the requirements for an enclosed area below the BFE, including, but not limited to, the installation of openings that meet Section 8-1-43-(j)-(1) above. Opens may be installed in garage doors; however, garage doors do not meet the requirement for openings. The use of the garage space must be limited to parking of vehicles, building access and storage. Section 8-1-43-(j)-(3), above, must be strictly adhered to. Flood damage-resistant materials must be used below the BFE and all utilities must be elevated to be three (3) feet above the BFE.
- (5) Crawlspace that are below-grade on all sides (basements) are not allowed.
- (6) Detached garages and detached storage building are allowed, without the requirement to elevate to three (3) feet above the BFE in AE zones, or three (3) feet above the highest adjacent grade in A zones, if they comply with all of the requirements for enclosures:
 - (a) must be used for parking of vehicles and storage only;
 - (b) must be constructed of flood damage-resistant materials below the area that is three (3) feet above the BFE;
 - (c) all utilities must be elevated to be three (3) feet above the BFE;
 - (d) the requirements for flood openings that meet Section 8-1-43-(j)-(1) above must be satisfied;
 - (e) must be anchored to resist floatation, collapse or lateral movement under flood conditions.

§ 8-1-44. SPECIFIC STANDARDS

In ALL areas of Special Flood Hazard the following provisions are required:

- (a) New construction and substantial improvements. Where base flood elevation data are available, new construction or substantial improvement of any structure or manufactured home shall have the lowest floor, including basement, elevated no lower than three (3) feet above the base flood elevation. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate the unimpeded movements of flood waters shall be provided in accordance with standards of Article 5, Section 8-1-43(j), "Elevated Buildings".
 - (1) All heating and air conditioning equipment and components (including ductwork), all electrical, ventilation, plumbing, and other service facilities shall be elevated at or above three (3) feet above the base flood elevation.
- (b) Non-Residential Construction. New construction or the substantial improvement of any structure located in A1-30, AE, or AH zones, may be flood-proofed in lieu of elevation. The structure, together with attendant utility and sanitary facilities, must be designed to be water tight to three (3) feet above the base flood elevation, with walls substantially impermeable to the passage of water, and structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. A registered professional engineer or architect shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions above, and shall provide such certification to the official as set forth above and in Article 4, Section 8-1-31(g).
- (c) Standards for Manufactured Homes and Recreational Vehicles. Where base flood elevation data are available:
 - (1) All manufactured homes placed or substantially improved on: (1) individual lots or parcels, (2) in new or substantially improved manufactured home parks or subdivisions, (3) in expansions to existing manufactured home parks or subdivisions, or (4) on a site in an existing manufactured home park or subdivision where a manufactured home has incurred "substantial damage" as the result of a flood, must have the lowest floor including basement, elevated no lower than three (3) feet above the base flood elevation.
 - (2) Manufactured homes placed or substantially improved in an existing manufactured home park or subdivision may be elevated so that either:
 - (a) The lowest floor of the manufactured home is elevated no lower than three (3) feet above the level of the base flood elevation, or
 - (b) The manufactured home chassis is elevated and supported by reinforced piers (or other foundation elements of at least an equivalent strength) of no less than 36 inches in height above grade.
 - (3) All manufactured homes must be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement. (ref. Article 5, Section 8-1-43(b)).
 - (4) All recreational vehicles placed on sites must either:

- (a) Be on the site for fewer than 180 consecutive days.
 - (b) Be fully licensed and ready for highway use, (a recreational vehicle is ready for highway use if it is licensed, on its wheels or jacking system, attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached structures or additions), or
 - (c) The recreational vehicle must meet all the requirements for "New Construction", including the anchoring and elevation requirements of Article 5, Section 8-1-44(c)(1) and (3).
- (d) Floodway. Located within areas of Special Flood Hazard established in Article 3, Section 8-1-17, are areas designated as floodway. A floodway may be an extremely hazardous area due to velocity flood waters, debris or erosion potential. In addition, the area must remain free of encroachment in order to allow for the discharge of the base flood without increased flood heights. Therefore, the following provisions shall apply:
- (1) Encroachments are prohibited, including earthen fill, new construction, substantial improvements or other development within the regulatory floodway. Development may be permitted however, provided it is demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the encroachment shall not result in any increase in flood levels or floodway widths during a base flood discharge. A registered professional engineer must provide supporting technical data and certification thereof.
 - (2) ONLY if Article 5, Section 8-1-44(d)(1) above is satisfied, then any new construction or substantial improvement shall comply with all other applicable flood hazard reduction provisions of Article 5.
 - (3) The placement of manufactured homes, except in an existing manufactured home park or subdivision, shall be prohibited. A replacement manufactured home may be placed on a lot in an existing manufactured home park or subdivision provided the anchoring standards of § 8-1-43 (b) are met, and the elevation standards of § 8-1-44 (a) and the encroachments standards of subsection (1) of this Section are met.
 - (4) Removal of trees and other vegetation may not be a consideration in calculating the effect of proposed encroachments on flood levels during the occurrence of the base flood discharge.
- (e) Floodway fringe, lower. Within the lower floodway fringe is the area between the floodway and the upper floodway fringe that is lower than a line one-half ($1/2$) the distance between the floodway and the boundary of the area of Special Flood Hazard. The lower floodway fringe is a transitional area that is hazardous due to its proximity to the floodway and encroachment by fill or development within this area could have serious impact on the entire floodplain. The following provisions shall apply with the lower floodway fringe:
- (1) Encroachments, including fill, new construction, substantial improvements and other developments shall be prohibited unless certification by a registered professional engineer, with supporting technical data, is provided to the Executive Director demonstrating that encroachments shall not result in any increase in flood levels during occurrence of base flood discharge;

- (2) If Article 5, Section 8-1-44(d)(1) is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of Article 5.
 - (3) The placements of manufactured homes, except in an existing manufactured home park or subdivision, shall be prohibited. A replacement manufactured home may be placed on a lot in an existing manufactured home park or subdivision provided the anchoring standards of Article 5, Section 8-1-43(b), and the elevation standards of Article 5, Section 8-1-44(a), and the encroachment standards of Article 5, Section 8-1-44(d)(1) are met.
 - (4) Removal of trees and other vegetation may not be a consideration in calculating the effect of proposed encroachments on flood levels during the occurrence of the base flood discharge.
- (k) Large Tracts. If a tract contains over one (1) acre located within the area of Special Flood Hazard, then development or land disturbance on that portion of the tract located within the Special Flood Hazard area shall comply with the standards for lower floodway fringe set forth in § 8-1-44 (e).
- (l) Other area unsuitable for development. Land subject to flooding that is not located within a mapped area of Special Flood Hazard may, at the discretion of the Executive Director or City Engineer, be required to comply with any or all standards set forth in this Chapter.
- (m) Grading in the area of the Special Flood Hazard. Grading (including excavating, filling, or any culmination thereof) shall be prohibited in the area of the Special Flood Hazard except for the following:
- (1) Minimum land disturbing activities such as home gardens and individual home landscaping, repairs, maintenance work and other related activities;
 - (2) Agricultural practices involving the establishment, cultivation or harvesting or products of the field or orchard, preparing and planting of pasture land, forestry land management practices including harvesting (where stumps are not removed), farm ponds, dairy operations, livestock and poultry management practices and the construction of farm buildings.
 - (3) Projects permitted by or carried out under the technical supervision of the U.S. Department of Agriculture, U.S. Army Corps of Engineers, or any other agency of the U.S. Government;
 - (4) Cemetery graves;
 - (5) Excavation for wells or tunnels or utilities;
 - (6) Approved mining, quarrying, stockpiling of rock, sand, gravel aggergrates or clay where established and provided for by law;
 - (7) Exploratory excavations under the direction of soils engineers or engineering geologists;
 - (8) Where consistent with other provisions of this Chapter, minimum grading for land development or construction which does not result in topographic changes greater than two (2) feet at any location and which is not for the sole purpose of elevating structures pursuant to Article 5, Section 8-1-44(a) and Article 5,

Section 8-1-44(b) of this Chapter. In no case, shall fill be transported into the area of Special Flood Hazard.

- (a) Detention ponds and retention ponds are exempt from the provisions 8-1-44-(m)-(8), provided it is demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the encroachment by the detention pond or retention pond shall not result in any increase in flood levels or floodway widths during a base flood discharge. A registered professional engineer must provide supporting technical data and certification thereof.
- (1) Under no circumstances shall a detention pond or a retention pond be located in the area of Special Flood Hazard.
- (9) Construction activities at existing Industrial Sites which were developed before the effective date of the FIRST Floodplain Management Ordinance adopted by Augusta, GA as a basis for Augusta's participation in the National Flood Insurance Program (NFIP), such as dikes, ditches and ponds.
- (n) As-built Drawings and Certification. Within the area of the Special Flood Hazard, as-built drawings and certifications shall be provided by a registered professional engineer and/or a registered land surveyor pursuant to 8-1-30(b) and 8-1-44(b) of this Ordinance and also when required by the Site Plan Regulations or the Subdivision Regulations. As-built drawings and certifications may be required in other situations at the discretion of the Executive Director.

§ 8-1-45. BUILDING STANDARDS FOR STREAMS WITHOUT ESTABLISHED BASE FLOOD ELEVATIONS AND/OR FLOODWAYS (A-ZONES).

Located within the Areas of Special Flood Hazard established in Article 3, Section 8-1-17, where streams exist but no base flood data have been provided (A-Zones), OR where base flood data have been provided but a Floodway has not been delineated, the following provisions apply:

- (a) No encroachments, including structures or fill material, shall be located within an area equal to five (5) times the width of the stream or twenty (20) feet, whichever is greater, measured from the top of the stream bank, unless certification by a registered professional engineer is provided demonstrating that such encroachment shall not result in any increase in flood levels during the occurrence of the base flood discharge.
- (b) In Special Flood Hazard Areas without base flood elevation data, new construction and substantial improvements of existing structures shall have the lowest floor of the lowest enclosed area (including basement) elevated no less than three (3) feet above the highest adjacent grade at the building site. Openings sufficient to facilitate the unimpeded movements of flood waters shall be provided in accordance with standards of Article 5, Section 8-1-43(j), "Elevated Buildings".
 - (1) All heating and air conditioning equipment and components (including ductwork), all electrical, ventilation, plumbing, and other service facilities shall be elevated no less than three (3) feet above the highest adjacent grade at the building site.

The Executive Director shall certify the lowest floor elevation level and the record shall become a permanent part of the permit file.

- (c) When base flood elevation data or floodway data have not been provided in accordance with Article 3, Section 8-1-17, then the Executive Director shall obtain, review, and reasonably utilize any scientific or historic base flood elevation and floodway data available from a Federal, State, or other source, in order to administer the provisions of Article 5. ONLY if data are not available from these sources, then the provisions of (a) and (b) of this Section shall apply.

§ 8-1-46. STANDARDS FOR SUBDIVISIONS.

- (a) All subdivision and/or development proposals shall be consistent with the need to minimize flood damage;
- (b) All subdivision and/or development proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage;
- (c) All subdivision and/or development proposals shall have adequate drainage provided to reduce exposure to flood hazards, and;
- (d) For subdivisions and/or developments greater than fifty lots of five acres, whichever is less, base flood elevation data shall be provided for subdivision proposals and all other proposed development, including manufactured home parks and subdivisions. Any changes or revisions to the flood data adopted herein and shown on the FIRM shall be submitted to FEMA for review as a Conditional Letter of Map Revision (CLMOR) or Conditional Letter of Map Amendment (CLOMA), whichever is applicable. Upon completion of the project, the developer is responsible for submitting the "as-built" data to FEMA in order to obtain the final Letter of Map Revision (LOMR).

§ 8-1-47. STANDARDS FOR AREAS OF SHALLOW FLOODING (AO ZONES).

Areas of Special Flood Hazard established in Article 3, Section 8-1-17, may include designated "AO" shallow flooding areas. These areas have base flood depths of one to three feet (1'-3') above ground, with no clearly defined channel. The following provisions apply:

- (a) All new construction and substantial improvements of residential and non-residential structures shall have the lowest floor, including basement, elevated to the flood depth number specified on the Flood Insurance Rate Map (FIRM), above the highest adjacent grade. If no flood depth number is specified, the lowest floor, including basement, shall be elevated at least three feet (3) above the highest adjacent grade. Openings sufficient to facilitate the unimpeded movements of flood waters shall be provided in accordance with standards of Article 5, Section 8-1-43(j), "Elevated Buildings".

The Executive Director shall certify the lowest floor elevation level and the record shall become a permanent part of the permit file.

- (b) New construction or the substantial improvement of a non-residential structure:
 - (1) Shall have the lowest floor, including basement, elevated to the flood depth number specified on the Flood Insurance Rate Map (FIRM), above the highest adjacent grade. If no flood depth number is specified, the lowest floor, including basement, shall be elevated at least three feet (3) above the highest adjacent grade.

- (2) May be flood-proofed in lieu of elevation. The structure, together with attendant utility and sanitary facilities, must be designed to be water tight to the specified FIRM flood level plus one (1) foot, above highest adjacent grade, with walls substantially impermeable to the passage of water, and structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. A registered professional engineer or architect shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions above, and shall provide such certification to the official as set forth above and as required in Articles 4, Section 8-1-30(a)(3) and Article 4, Section 8-1-30(b).
- (c) Drainage paths shall be provided to guide floodwater around and away from any proposed structure.

§ 8-1-48 STANDARDS FOR AREAS OF SPECIAL FLOOD HAZARD (ZONES AE) WITH ESTABLISHED BASE FLOOD ELEVATIONS WITHOUT DESIGNATED FLOODWAYS

Located within the Areas of Special Flood Hazard established in Article 3, Section 8-1-17, where streams with base flood elevations are provided but no floodways have been designated, (Zone AE) the following provisions apply:

- (a) No encroachments, including fill material, new structures or substantial improvements shall be located within Special Flood Hazard Areas, unless certification by a registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community. The engineering certification should be supported by technical data that conforms to standard hydraulic engineering principles.
- (b) New construction or substantial improvements of buildings shall be elevated or flood-proofed to elevations established in accordance with Article 5, Section 8-1-44.

§ 8-1-49 STANDARDS FOR CRITICAL FACILITIES

- (a) Critical facilities shall not be located in the 100 year floodplain or the 500 year floodplain.
- (b) All ingress and egress from any critical facility must be protected to the 500 year flood elevation.

§ 8-1-50. RESERVED.

§ 8-1-51. SEVERABILITY

If any Section, clause, sentence, or phrase of this Chapter is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this Chapter.

Section 2. This Chapter shall become effective upon adoption.

Section 3. All Ordinances or parts of Ordinances in conflict with this Chapter are hereby repealed.

Duly adopted by the Augusta Commission this _____ day of _____, 2009.

AUGUSTA COMMISSION

Mayor

ATTEST:

Clerk of Commission

ORDINANCE NO. _____

A resolution by the Augusta-Richmond County Planning Commission recommending that the Flood Damage Prevention Ordinance be readopted and amended as follows:

AN ORDINANCE TO READOPT THE FLOOD DAMAGE PREVENTION ORDINANCE OF AUGUSTA, GEORGIA, INITIALLY ADOPTED ON FEBRUARY 15, 1978 AND MARCH 4, 1980, AMENDED BY THE AUGUSTA COMMISSION AFTER CONSOLIDATION ON MARCH 18, 1997, AND LAST AMENDED BY THE AUGUSTA COMMISSION ON OCTOBER 17, 2000, IN ITS ENTIRETY, AND TO ADD LANGUAGE FROM GEORGIA'S MODEL ORDINANCE AS REQUIRED BY AUGUSTA'S PARTICIPATION IN THE NATION FLOOD INSURANCE PROGRAM (NFIP), AND TO AMEND AND ADD LANGUAGE FROM FEMA'S TECHNICAL BULLETIN 1 TO SECTION 8-1-43-(j).

THE AUGUSTA COMMISSION HEREBY ORDAINS:

SECTION I. That the Ordinance regulating Flood Damage Prevention in Augusta, Georgia, is amended by deleting the following:

- TITLE EIGHT PLANNING & ZONING Chapter 1 Flood Damage Prevention

SECTION II. That the Ordinance regulating Flood Damage Prevention in Augusta, Georgia, is amended by adding the following:

- TITLE EIGHT PLANNING & ZONING Chapter 1 Flood Damage Prevention

SECTION III. All Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed.

Done in Open Meeting under the Common Seal thereof this _____ day of _____, 2009.

APPROVED THIS _____ day of _____, 2009.

MAYOR, AUGUSTA COMMISSION
AUGUSTA, GEORGIA

ATTEST:

CLERK OF COMMISSION



**Engineering Services Committee Meeting
9/8/2009 1:00 PM
Recapture & Reallocation of SPLOST III Funds into Phase IV Programmed**

Department: Public Services Department

Caption: Approve the recapture and/or reallocation of SPLOST III funds programmed for the Public Services Department and County Forces into Phase IV programmed categories.

Background: SPLOST Funds were programmed for Public Services in general categories and were/are not project specific. In an effort to close out Phase III, funds will be recaptured and reprogrammed to Phase IV. (See attached table.)

Analysis: With the re-programming of these funds, we effectively close out Phase III project categories for Public Services and consolidate these to Phase IV, in like categories.

Financial Impact: Funds will be transferred to the designated accounts, as listed, upon Commission approval.

Alternatives: 1. Approve the recapture and/or reallocation of SPLOST III funds programmed for the Public Services Department and County Forces, into Phase IV programmed categories. 2. Do not approve.

Recommendation: Approve Alternative #1.

Funds are Available in the Following Accounts:

REVIEWED AND APPROVED BY:

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



**Engineering Services Committee Meeting
9/8/2009 1:00 PM
Resolution for Easements from Ga. State Properties Commission**

Department: Clerk of Commission

Caption: Approve a Resolution requesting the Georgia State Properties Commission grant temporary and permanent construction easements for the Butler Creek Interceptor Upgrade-East Project.

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:

Clerk of Commission

A RESOLUTION REQUESTING THE GEORGIA STATE PROPERTIES COMMISSION GRANT TEMPORARY AND PERMANENT CONSTRUCTION EASEMENTS FOR THE BUTLER CREEK INTERCEPTOR UPGRADE-EAST PROJECT

WHEREAS, Augusta-Richmond County, Georgia, by and through the Augusta-Richmond County Commission, approved the Butler Creek Interceptor Upgrade – East Project at its regular meeting on June 20, 2006; and

WHEREAS, said project is for the upgrading of a sanitary sewer trunk pipeline and is being developed by the Augusta Utilities Department, a department of the Consolidated Government of Augusta-Richmond County, Georgia; and

WHEREAS, said project design requires a permanent utility, access and maintenance easement and a temporary construction easement, on a parcel of property owned by the State of Georgia and in the custody of the Department of Juvenile Justice, said easements being described as within that portion of the Department of Juvenile Justice property located to the south of the Augusta YDC campus and separated from it by Phinizy Road, defined as 75,977 square feet for the permanent easement and 54,716 square feet for the temporary easement, as depicted in the survey of W. R. Toole Engineers, Inc., dated August 22, 2007, as shown as Exhibit "A" and attached hereto; and

WHEREAS, the approval of the Department of Juvenile Justice to the granting of said easements is evidenced by a Resolution of the Georgia Board of Juvenile Justice, dated July 23, 2009;

THE COMMISSION OF AUGUSTA-RICHMOND COUNTY, GEORGIA HEREBY RESOLVES AS FOLLOWS:

SECTION 1. That the Augusta-Richmond County Commission does hereby request that the Georgia State Properties Commission grant the permanent and

temporary construction easements, as described in Exhibit "A".

Duly adopted this _____ day of _____ 2009.

AUGUSTA-RICHMOND COUNTY COMMISSION

BY: _____
David S Copenhaver
As Its Mayor

ATTEST: _____
Clerk
Augusta-Richmond County Commission

Merrill Wilkie

From: Sandy Tyler
Sent: Wednesday, September 02, 2009 9:41 AM
To: Merrill Wilkie
Subject: FW: Agenda item has been approved.

-----Original Message-----

From: support@muniagenda.com [mailto:support@muniagenda.com]
Sent: Wednesday, September 02, 2009 9:23 AM
To: Sandy Tyler
Subject: Agenda item has been approved.

An Item has been approved.

Item Title: Resolution for Easement on Georgia State Property

This item has been approved by....

Assigned User: Mills, Phyllis
Name: Mills, Phyllis
Comments:

Assigned User: Sams, Geri
Name: Sams, Geri
Comments:

*9:14 AM Mark Smith (IT) said
EDIE COLEMAN has it.
2403
called her, surprised she has it.*

This e-mail contains confidential information and is intended only for the individual named. If you are not the named addressee, you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. The City of Augusta accepts no liability for the content of this e-mail or for the consequences of any actions taken on the basis of the information provided, unless that information is subsequently confirmed in writing. Any views or opinions presented in this e-mail are solely those of the author and do not necessarily represent those of the City of Augusta. E-mail transmissions cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. The sender therefore does not accept liability for any errors or omissions in the content of this message which arise as a result of the e-mail transmission. If verification is required, please request a hard copy version.

AED:104.1

Merrill Wilkie

From: Sandy Tyler
Sent: Tuesday, September 01, 2009 3:11 PM
To: Merrill Wilkie
Subject: FW: Item has been Approved!

-----Original Message-----

From: support@muniagenda.com [mailto:support@muniagenda.com]
Sent: Tuesday, September 01, 2009 3:01 PM
To: Sandy Tyler
Subject: Item has been Approved!

An Item has been approved.

Item Title: Resolution for Easement on Georgia State Property

This item has been approved by....

Assigned User: Delaughter, Jerry
Name: Delaughter, Jerry
Comments:

Assigned User: Dixon, Angie
Name: Dixon, Angie
Comments:

Assigned User: Little, Steve
Name: Little, Steve
Comments:

Assigned User: Goins, Drew
Name: Goins, Drew
Comments:

Assigned Group: Myers, April
Name: System
Comments:

Entity is a Viewer only

This e-mail contains confidential information and is intended only for the individual named. If you are not the named addressee, you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. The City of Augusta accepts no liability for the content of this e-mail or for the consequences of any actions taken on the basis of the information provided, unless that information is subsequently confirmed in writing. Any views or opinions presented in this e-mail are solely those of the author and do not necessarily represent those of the City of Augusta. E-mail transmissions cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. The sender therefore does not accept liability for any errors or omissions in the content of this message which arise as a

QUIT

[Help](#)

Item Title and Type

Title

Resolution for Easement on Georgia State Property

Agenda Type

Engineering Services Committee Meeting

Agenda Category

Engineering Services

Create Date

9/1/2009 : 10:26 AM

Meeting

You do not have permission to view Meeting details for this item.

Attachments

You do not have permission to view attachments

Comments

Item Details

Consent Agenda: ☒ Consent Agenda: Show Cover Memo: ☒ Show Cover Memo:

Department:

Augusta Utilities Department

Caption:



Motion to approve a Resolution requesting easements across Georgia State property.

Background:



The Augusta Utilities Department will be upgrading the Butler Creek Interceptor, a

Analysis:

The DJJ approved the easements by a Resolution of the Georgia Board of Juvenile Justice, dated July 23, 2009, and presented to the Georgia State Properties Commission (GSPC). GSPC has asked that Augusta pass a Resolution requesting the easements and forward it

SummaryFinancial:

None

Alternatives:

Deny motion to approve a Resolution requesting easements across Georgia State property and find an alternative route for the pipeline.

Recommendation:

Approve motion to approve a Resolution requesting easements across Georgia State property.

Funds:

G/L 511043420-5411120
J/L 80360107-5411120

Outside Routing 

Inside Routing 

Status: Open

Step	Group/User	Answer	Date Received	Date Answered
 1	Delaughter, Jerry	Pending	 9/1/2009 10:59:57 AM	


History

QUIT



Engineering Services Committee Meeting
9/8/2009 1:00 PM
St. Sebastian Way/Greene Street/15th Street- Archaeological Website

Department:	Abie L. Ladson, PE, CPESC, Director of Engineering
Caption:	Motion to approve the City providing on its website a link to the website that has been created concerning the mitigation of the Springfield Historic District, an African-American archaeological site, as part of the St. Sebastian Street Extension project. The Springfield Historic District website has been finalized and is available to the public. This website contains lesson plans at the 8th grade level and this is requesting that the Augusta-Richmond County Board of Education also be made aware of this educational opportunity.
Background:	This is a Georgia Department of Transportation (GDOT) project that will extend St. Sebastian Street on new location from Walton Way to Riverwatch Parkway and provide connectivity to Broad Street. The Engineering Department was responsible for development of the Preliminary Engineering activities. The project was awarded to Sunbelt Structures, Inc. on April 9, 2008 at the low bid of \$30,306,988.7 with a completion date of July 31, 2010. Construction is approximately 50% complete.
Analysis:	The alignment on the connector segment from Greene Street to Broad Street and Reynolds Street encroached on the Springfield Historic District. The Springfield Community was established in the late 1700's and has long been an important location for African-American culture and history in Augusta. The Federal Highway Administration, National Historic Preservation Office, State Historic Preservation Office and GDOT deemed this site to be eligible for inclusion on the National Register of Historic Places. Mitigation of the archaeological site has been completed and the findings of the artifacts and other historical information have been documented on the websites listed below. http://georgiainfo.galileo.usg.edu/blackga.htm http://africanamericanspringfield.org http://www.nps.gov/nr/travel/Augusta/springfieldbaptists.html http://www.diaspora.uiuc.edu/bookmark3.html#1e http://thesga.org/2009/07/road-trip-augustas-springfield-community/ http://gashpo.org/content/displaycontent.asp?txtDocument=50
Financial Impact:	N/A
Alternatives:	1 Request approval for the City to provide on its website a link to the website that has been created concerning the mitigation of the Springfield Historic District, an African-American archaeological site, as part of the St. Sebastian Street Extension project. The Springfield Historic District website has been finalized and is available to the public. This website contains

lesson plans at the 8th grade level and this is requesting that the Augusta-Richmond County Board of Education also be made aware of this educational opportunity. 2) N/A

Recommendation: Approve Alternative Number One

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

REVIEWED AND APPROVED BY:

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



**Engineering Services Committee Meeting
9/8/2009 1:00 PM
TE Grant**

Department: Clerk of Commission

Caption: Approve letter from the Mayor to the Department of Transportation to transfer TE Grant from 5th Street Depot to James Brown Blvd. Streetscape Project.

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:

Clerk of Commission



Engineering Services Committee Meeting
9/8/2009 1:00 PM
Turknett Springs Detention Basin Improvements -Contract/CPB

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

Caption: Approve award of Construction Contract to L-J, Inc. in the amount of \$537,085.00 and Capital Project Budget for the Turknett Springs Detention Basin Improvements Project, subject to receipt of signed contracts and proper bonds as requested by AED. Funding in the amount of \$537,085.00 with \$268,542.50 from Augusta Utilities and \$268,542.50 from SPLOST IV Augusta Public Services for project construction.

Background: The Turknett Springs Sediment Basin is a regional facility that receives stormwater flow from surrounding areas to include the backwashing of water treatment filters at the Highland Avenue plant. Over time, sediments from both sources have accumulated in the pond - thereby diminishing the ponds capacity. Very soon no additional sediments storage capacity will be left. The requested periodic maintenance work will remove accumulated sediment deposits and restore the pond's capacity nearer to its design level. This project will also provide needed capacity for sedimentation from the water treatment plant and surface runoff.

Analysis: Bids were received on August 14, 2009 with L-J, Inc. being the low bidder. The bid results are as follow: CONTRACTORS BID 1. L-J, Inc. \$537,085.00 2. Mabus Brothers \$633,500.00 3. Bio-Nomic Services \$649,900.00 4. Beam's \$652,062.85 It is AED's recommendation to award this project to the low bidder, L-J, Inc. subject to receipt of proper bonds.

Financial Impact: Funding in the amount of \$537,085.00 with \$268,542.50 from Augusta Utilities and \$268,542.50 from SPLOST IV Augusta Public Services for project construction.

Alternatives: 1) Approve award of Construction Contract to L-J, Inc. in the amount of \$537,085.00 and Capital Project Budget for the Turknett Springs Detention Basin Improvements Project, subject to receipt of signed contracts and proper bonds as requested by AED. Funding in the amount of \$537,085.00 with \$268,542.50 from Augusta Utilities and \$268,542.50 from SPLOST IV Augusta Public Services for project construction. 2) Do not approve project

Recommendation: Approve Alternative Number One.

Funds are Available in the Following Accounts: 507043410-5425110/8090040-5425110 AUD 324-041110-6011110/201824021-6011110 APS Cover Memo

REVIEWED AND APPROVED BY:

Finance.

Procurement.

Law.

Administrator.

Clerk of Commission

Invitation To Re-Bid

Sealed re-bids will be received at this office until 11:00 a.m., Friday, August 7, 2009 for furnishing:

**Re-Bid Item #09-125A Turknett Springs Detention Basin Improvements for
Engineering Department**

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

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

Bid documents may be examined at the office of the Augusta, GA Procurement Department, 530 Greene Street – Room 605, Augusta, GA 30901. **Plans and specifications for the project shall be obtained by all prime, subcontractors and suppliers exclusively from Digital Blue Print. The fees for the plans and specifications which are non-refundable is \$50.00**

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.digblueprint.com) at no charge through Digital Blue Print (706 821-0405) beginning Wednesday, July 22, 2009. Bidders are cautioned that submitting a package without Procurement of a complete set are likely to overlook issues of construction phasing, delivery of goods or services, or coordination with other work that is material to the successful completion of the project. Bidders are cautioned that sequestration of documents through any other source is not advisable. Acquisition of documents from unauthorized sources places the bidder at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

A Mandatory Pre-Bid Conference will be held on Tuesday, July 28, 2009 @ 10:00 a.m. in the Procurement Department – Room 605. All questions must be submitted in writing to the office of the Procurement Department by fax at 706-821-2811 or by mail. No bid will be accepted by fax, all must be received by mail or hand delivered.

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

An invitation for bids shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions, applicable to the procurement. All specific requirements contained in the invitation to bid including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waiveable or modifiable by the Procurement Director. Please mark RE-BID number on the outside of the envelope.

GERI A. SAMS, Procurement Director

cc:	Tameka Allen	Interim Deputy Administrator
	Abie Ladson	Engineering
	Hameed Malik	Engineering

Mandatory Pre-Bid Meeting
Bid Item #09-125A
Turknett Springs Detention Basin Improvements
For the City of Augusta – Engineering Department
Wednesday, August 5, 2009 at 10:00 a.m.

PLEASE PRINT

NAME	COMPANY/DEPT.	ADDRESS/CITY/STATE/ZIP CODE	TELEPHONE NUMBER	FAX NUMBER	Prime/Sub/
1. Joe Coert	Bio-Nomic SVS	516 Roundtree Rd Charlotte, NC 28217	800-782 -6798	704-529 -1648	Prime
2. Scott Stephens	Beam's Contracting, Inc.	2335 Atomic Road Beach Island, SC 29842	(803) 827- 0136	(803) 827- 1868	PRIME
3. Kevin Baldwin	Mabus Brothers Const. Co. Inc.	920 Mills Rd Rd Augusta, GA 30907	706 722-8941	706 722-7524	Prime
4. Angela Lance	Reed Bros., Inc.	PO Box 398 Butler, GA 31006	478-862- 5238	478-862- 5239	Prime
5. Anne Gerty	PBE Dept		706 821-2424	706 821-4220	
6. Darrell White	Procurement		706 821-2423	706 821-2811	
7. Phyllis Mills	Procurement		706 821-2848	706 821-2811	
8.					
9.					
10.					
11.					
12.					

Mandatory Pre-Bid Meeting

Bid Item #09-125A

Turknett Springs Detention Basin Improvements
For the City of Augusta - Engineering Department
Wednesday, August 5, 2009 at 10:00 a.m.

PLEASE PRINT

NAME	COMPANY/DEPT.	ADDRESS/CITY/STATE/ZIP CODE	TELEPHONE NUMBER	FAX NUMBER	Prime/Sub/
1. Daren Schatz	Rowboat Dock & Dredge	8578 Williamson Rd Morrisville NC 28117	704-663-3478 980-722-1927 444	704-663-5298	Prime
2. RANDALL MECHAN	L-J INC	603 PINE LOS RD BETH CH ISLANDS DC 29842	803-8270062 706-540-4113	803-8279188	PRIME
3. HAMEED MAJID	Augusta Engineering	305 BLANK ST AUGUSTA GA 30904	706-796-5040		—
4. Kevin Friel	Sunbelt Pump & Power	1540 Iris Drive Conyers GA 30094	404 557 7377	678 342-9871	Supplier
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					

BILL HEAD
DS UTILITIES, INC
1644 HOLY TRINITY CHURCH ROAD
LITTLE MOUNTAIN SC 29075

TONY AMMAR
AMMAR CONSTSRUCTION
PO BOX 1877
EVANS GA 30809

THOMAS SLADE
MIDDLE GA ROAD BUILDING
155 CENTRAL DRIVE
DUBLIN GA 31027

MCCLAM & ASSOCIATES
ATTN SAMMY DOMINICK
1644 HOLY TRINITY CHURCH ROAD
LITTLE MOUNTAIN SC 29075

L-J INC
ATTN RANDALL MCCLAIN
603 PINE LOG ROAD
BEECH ISLAND SC 29842

BNS/VIS
ATTN PET FLEETWOOD
516 ROUNTREE ROAD
CHARLOTTE NC 28217

JIMMY BLOUNT
BLOUNTS COMPLETE HOME SRVC
2907C TOBACCO ROAD
HEPHZIBAH GA 30815

PATRICK DILLARD
BLAIR CONSTRUCTION
PO BOX 770
EVANS GA 30809

BO DOUGLAS
DREDGE AMERICA
9555 NW HIGHWAY N
KANSAS CITY MO 64153

SCOTT STEPHENS
BEAMS CONTRACTING
2335 ATOMIC ROAD
BEECH ISLAND SC 29842

LARRY GOOLSBY
MABUS BROS CONSTRUCTION
920 MOLLY POND ROAD
AUGUSTA GA 30901

TIM NORTH
GRANTO & GEARIG BROS.
PO BOX 2684
EVANS GA 30809

DAVID CARTER
CARTER DREDGING
3845 SAVANNAH HIGHWAY
JESUP GA 31555

JERRY DAVIS
HOLLAND PUMP
836 JONES SWAMP ROAD
WALTERBORO SC 29488

TONY HIGHFIELD
EAGLE UTILITY
1350 BRANCH ROAD
BISHOP GA 30627

BOB BARKER
HARRIS CONSTRUCTION
1736 BARTON CHAPEL ROAD
AUGUSTA GA 30909

CHARLES LANCE
PO BOX 398
BUTLER GA 31006

DAREN SCHATX
ROWBOAT DOCK & DREDGE
858 WILLIAMSON ROAD
MOORESVILLE NC 28117

ABIE LADSON
ENGINEERING ADMIN.

HAMEED MALIK
ENGINEERING ADMIN.

YVONNE GENTRY
DBE
HATCHER BUILDING

DIGITAL BLUE PRINT
ATTN: CHAD CARROLL
1281 BROAD STREET
AUGUSTA GA 30901

Re-Bid 09-125A
ADDENDUM 1
MAILED MON JUL 27 2009

Re-Bid 09-125A Turknnett Springs
Detention Basin Improvements
Engineering Department
Re-Bid Due: Fri. 8/7/09 @ 11:00 a.m.



ENGINEERING DEPARTMENT

Abie L. Ladson, P.E., Director

MEMORANDUM

TO: Geri Sams, Director of Procurement

FROM: *AL* Abie L. Ladson, P.E., CPESC, Director, AED

DATE: Wednesday, August 26, 2009

SUBJECT: Turknnett Springs Detention Basin Improvements
Bid Item # 09-125A
Project Number: N/A
File reference: 09-014(A)

Ms. Sams, it is the recommendation of AED to award the Contract for the subject project to L-J Incorporated., with a bid of \$537,085.00. They were the low bidder for this project.

Please do not hesitate to contact me if you require additional information.

Thank You,

ALL/*scm*

Attachment

cc: Phyllis Mills, Quality Assurance Analyst
Chiquita T. Johnson, General Counsel
Hameed Malik, PhD., PE, Assistant Director (AED)
Anthony (Tony) Williams, Construction Manager (AED)
Valerie R. Jenkins, Accountant (AED)
File

Turknett Springs Detention Basin Improvements (BID TABULATION) 09-125A

P&A ITEM	DESCRIPTION	UNITS	QTY	Beam's		Bio-Nomic Services		L-J Incorporated		Mabus Brothers		Rowboat Dock & Dred (non-compliant- Incorrect amount)
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	
00-1000	Force Account	LS	1	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$0.00
170-1000	Floating Silt Retention Barrier	LF	200	\$8.50	\$1,700.00	\$8,000.00	\$8,000.00	\$16.50	\$3,300.00	\$15.00	\$3,000.00	\$0.00
171-0010	Temporary Silt Fence, Type C	LF	1600	\$5.25	\$8,400.00	\$4.00	\$6,400.00	\$3.85	\$6,160.00	\$3.00	\$4,800.00	\$0.00
171-0030	Temporary Silt Fence, Type B	LF	100	\$4.00	\$400.00	\$3.50	\$350.00	\$2.20	\$220.00	\$2.00	\$200.00	\$0.00
201-1000	Clearing and Grubbing - Area A	LS	1	\$17,578.00	\$17,578.00	\$29,000.00	\$29,000.00	\$19,800.00	\$19,800.00	\$4,350.00	\$4,350.00	\$0.00
201-1010	Clearing and Grubbing - AREA B	LS	1	\$10,472.00	\$10,472.00	\$18,000.00	\$18,000.00	\$19,800.00	\$19,800.00	\$3,600.00	\$3,600.00	\$0.00
201-1020	Clearing and Grubbing - AREA C	LS	1	\$9,724.00	\$9,724.00	\$26,000.00	\$26,000.00	\$19,800.00	\$19,800.00	\$5,200.00	\$5,200.00	\$0.00
207-0203	Found. Backfill Material, Type II	CY	200	\$54.00	\$10,800.00	\$36.00	\$7,200.00	\$22.00	\$4,400.00	\$19.75	\$3,950.00	\$0.00
230-1000	Lump Sum Construction	EA	1	\$178,725.00	\$178,725.00	\$0.00	\$0.00	\$100,100.00	\$100,100.00	\$161,925.00	\$161,925.00	\$0.00
230-1010	Dredging and onsite disposal	CY	90,000	\$2.25	\$202,500.00	\$3.53	\$317,700.00	\$2.20	\$198,000.00	\$3.22	\$289,800.00	\$0.00
230-1020	Surveying and As-built - Existing Condition (Includes Pond, Disposal Areas A, B, C, Open Area A and Open Area B), Generate Separate Map & Area Calculations for each Area.	LS	1	\$11,000.00	\$11,000.00	\$11,500.00	\$11,500.00	\$11,000.00	\$11,000.00	\$6,500.00	\$6,500.00	\$0.00
230-1030	Surveying and As-built - Finished Conditions- (Includes Pond, Disposal Areas A, B, C, Open Area A and Open Area B), Generate Separate Map & Area Calculations for each Area.	LS	1	\$11,000.00	\$11,000.00	\$11,500.00	\$11,500.00	\$11,000.00	\$11,000.00	\$4,500.00	\$4,500.00	\$0.00
550-2006	Underdrain Pipe Including Drainage Aggregate 6 IN & Filter Fabric	LF	2500	\$18.00	\$45,000.00	\$25.60	\$64,000.00	\$11.00	\$27,500.00	\$12.00	\$30,000.00	\$0.00
603-2018	Standard Dumped Rip Rap, TP1, 18 IN	SY	50	\$61.00	\$3,050.00	\$120.00	\$6,000.00	\$55.00	\$2,750.00	\$45.00	\$2,250.00	\$0.00
603-7000	Plastic Filter Fabric	SY	50	\$7.00	\$350.00	\$5.00	\$250.00	\$1.10	\$55.00	\$3.50	\$175.00	\$0.00
900-1000	Preparation of "Open Area A" for additional disposal space (on includes approx. 800-ft long & 5-ft high containment berm (on Spring Street & Turknett Spring Road sides) and associated E&S Control to keep dredged material onsite).	LS	1	\$41,363.85	\$41,363.85	\$44,000.00	\$44,000.00	\$13,200.00	\$13,200.00	\$13,250.00	\$13,250.00	\$0.00
Total Bid Tab					\$652,062.85		\$649,900.00		\$537,085.00		\$633,500.00	\$0.00
Submitted Bid					\$652,062.85		\$649,900.00		\$537,085.00		\$633,500.00	\$0.00
Difference					\$0.00		\$0.00				\$0.00	\$0.00