



Engineering Services Committee Meeting Committee Room- 11/23/2009- 12:40 PM

ENGINEERING SERVICES

1. Motion to approve an Option for Right-of-Way between CSX Transportation, Inc. as grantor, and Augusta, Georgia, as grantee, in connection with the St. Sebastian Way Project for 2.684 acre (116,925.17 sq. ft.) and 0.719 acre (31,333.86 sq. ft.) of permanent construction and maintenance easement for the property located at Broad St. and 1530 Riverwatch Parkway for a purchase price of \$212,000.00. ☐ [Attachments](#)
2. Approve a contract addition in the amount of \$197,683.20 to Turner Associates for an on-site representative to expand the basic Contract administration services provided by the Architect to expedite decisions and reviews associated with the New Judicial Center construction phase. ☐ [Attachments](#)
3. Approve award of the contract for removal, restoration, storage and installation of the statue of Lady Justice to the new Augusta Judicial Center and John H Ruffin Courthouse to Conservation Solutions in the amount of \$39,754. To be funded from SPLOST GL – 325-05-1120, JL – 209251104. ☐ [Attachments](#)
4. Motion to approve an Option for the purposes of acquiring an Easement between Barbara Sims as Executrix for the Estate of Fred M. Sims, as owner, and Augusta, Georgia, as optionee, in connection with the 10156-Gordon Highway 16 Inch Water Main Project, (82,213 sq. ft.), more or less, of permanent access, utility and maintenance easement and (41,340 sq. ft.), more or less, of temporary construction easement from property located at 2701 Gordon Highway, private, at the purchase price of \$20,358.00. ☐ [Attachments](#)
5. Motion to approve an Option for the purposes of acquiring an Easement between Georgia Vitrified Brick & Clay Co., as owner, and Augusta, Georgia, as optionee, in connection with the 10153-Gordon Highway 24 Inch Water Main Project and the 10156-Gordon Highway 16 Inch Water Main Project, a permanent utility, maintenance and access easement of (51,160 sq. ft.) (1.17ac), more or less, purposed for laying, relaying, installing, adding, expanding, extending, operating, repairing and maintaining pipeline transporting and carrying utility services, and (27,033 sq. ft.) (0.62 ac), more or less, of temporary construction easement from property located at 1985 Powell Road; and a permanent utility, maintenance and access easement of (73,754 sq. ft.) (1.69 ac), more or less, purposed for laying, relaying, installing, adding, expanding, extending, operating, repairing and maintaining pipeline transporting and carrying utility services, and (36,895 sq. ft.) (0.85 ac), more or less, of temporary construction ☐ [Attachments](#)

easement from property located at 2111 Powell Road; and a permanent utility, maintenance and access easement of (43,689 sq. ft.) (1.003 ac), more or less, purposed for laying, relaying, installing, adding, expanding, extending, operating, repairing and maintaining pipeline transporting and carrying utility services, and (21,445 sq. ft.) (0.49 ac), more or less, of temporary construction easement from property located at 2651 Gordon Highway, private, at the purchase price of \$40,363.00.

6. Motion to authorize condemnation to acquire title of a portion of property for permanent and temporary easements for the 10156 Gordon Highway 16 Inch Water Main Project, PIN: 078-0-020-00-0. ☐ [Attachments](#)
7. Discuss the status of Jimmy Buffet Road regarding ownership and maintenance. ☐ [Attachments](#)
8. Motion to approve and accept a Deed of Dedication for Willhaven, Phase 1. ☐ [Attachments](#)

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**Engineering Services Committee Meeting
11/23/2009 12:40 PM**

Acquisition of Right-of-Way and Easement-St. Sebastian Way/Greene St./15th St.

Department: Law

Caption: Motion to approve an Option for Right-of-Way between CSX Transportation, Inc. as grantor, and Augusta, Georgia, as grantee, in connection with the St. Sebastian Way Project for 2.684 acre (116,925.17 sq. ft.) and 0.719 acre (31,333.86 sq. ft.) of permanent construction and maintenance easement for the property located at Broad St. and 1530 Riverwatch Parkway for a purchase price of \$212,000.00.

Background: The property owner has agreed to Quitclaim a certain right-of-way and permanent construction easement to Augusta, Georgia, for the St. Sebastian project.

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

Financial Impact: The costs necessary for this purchase will be covered under the project budget. The County will advance the necessary funds for the purchase and the Georgia Department of Transportation will reimburse the funds advanced by Augusta, Georgia after acquisition of the property.

Alternatives: Deny the motion to approve the purchase of the referenced property.

Recommendation: Approve the motion to purchase the referenced property.

Funds are Available in the Following Accounts: FUNDS AVAILABLE IN THE FOLLOWING ACCOUNT(S): Will be reimbursed by Georgia DOT G/L # 324-04-1110-54.11120 J/L # 202824003-54.11120

REVIEWED AND APPROVED BY:

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



**Engineering Services Committee Meeting
11/23/2009 12:40 PM
Approve Contract Addition for Judicial Center On-Site Representative**

Department: Public Services Department - Facilities Management Division

Caption: Approve a contract addition in the amount of \$197,683.20 to Turner Associates for an on-site representative to expand the basic Contract administration services provided by the Architect to expedite decisions and reviews associated with the New Judicial Center construction phase.

Background: The proposed scope of services defined in the accompanying AIA Document B207, Standard form of Services: On-Site Project Representation and in the attached proposal letter from Woodhurst partnership outline the benefits of the on-site representative.

Analysis: Don Green from Heery International reviewed the initial Turner proposal, in which modifications and adjustments to fees, work responsibility and time frames were adjusted to permit timely and quality completion of the project. All additional expenses associated with this added service will be billed against the Architect's current reimbursable expense allowance.

Financial Impact: This is an add service adjustment, that after numerous consultations with all team members associated with the construction phase currently underway on the Judicial Center, it was agreed that this service would be in the best interest of the project.

Alternatives: 1. Approve the Architect's add services contract in the amount of \$197,683.20 for the New Judicial Center. 2. Do not approve add services.

Recommendation: Approve the Architect's add services contract in the amount of \$197,683.20 for the New Judicial Center.

Funds are Available in the Following Accounts: FUNDS ARE AVAILABLE IN ACCOUNT: GL-325-05-1120 JL-209251104

REVIEWED AND APPROVED BY:

Finance.
Procurement.
Law.
Administrator.
Clerk of Commission



November 4, 2009

Mr. Lindsay Johnson
501 Greene Street, Suite 313
ARC Capital Improvements Program Management
Augusta, Georgia 30901

RE: ARC Judicial Center
TA Project Number 007003.01
Additional Service Proposal
On Site Architectural Representative

Dear Lindsay:

Turner Associates is pleased to have the opportunity to offer additional professional services for the scope of services as herein defined. This proposal is for professional services related to providing for an on-site architectural representative for the referenced project. As per our earlier agreement, Turner Associates is already under contract to provide for certain basic Contract Administration (CA) services for the project. The proposed additional services will expand the basic CA services to a level consistent with the demands of a large and important project such as this as per the Architect's recommendation since project inception. The proposed scope of services are defined in the attached AIA Document B207, Standard Form of Services: On-Site Project Representation and in the attached proposal letter from The Woodhurst Partnership dated October 9, 2009. The terms and conditions of our services, except as modified herein, will remain the same as in our Agreement.

Based on direction from Don Green we have revised our proposal to reflect the duration for these additional services to be twelve months in lieu of through project completion as recommended by the Architect. Based on a twelve month duration the lump sum fee for these services is one hundred ninety seven thousand six hundred eighty three dollars and twenty cents (\$197,683.20). Please find attached a spreadsheet titled "On-Site Representative", dated November 4, 2009, with a breakdown of the proposed fees. As per the direction of Don Green, the additional expenses associated with our services will be billed against the Architect's reimbursable expense allowance.



TURNER ASSOCIATES

We request written approval of this request by means of signing and returning a copy of this proposal. At a future time convenient to the Owner, we anticipate that an amendment to our Agreement may be required to be executed.

Sincerely:

A handwritten signature in dark ink, appearing to read "David J. Bitter", written in a cursive style.

David J. Bitter, AIA

Approved for Augusta Richmond County

By

Title

Date

Cc: File 007003.01/A1, Oscar Harris, Michael Martin

AIA® Document B207™ – 2008

Standard Form of Architect's Services: On-Site Project Representation

for the following PROJECT:

(Name and location or address)

Augusta Richmond County Judicial Center
735 James Brown Boulevard
Augusta, GA 30901

THE OWNER:

(Name, legal status and address)

Augusta, Georgia, a political subdivision of the State of Georgia
530 Greene Street, Augusta, Georgia 30911

THE ARCHITECT:

(Name, legal status and address)

Turner Associates, Architects & Planners, Inc.
280 Elizabeth Street, NE, Suite A-108
Atlanta, Georgia
30307

THE AGREEMENT

This Standard Form of Architect's Services is part of or modifies the accompanying Owner-Architect Agreement (hereinafter, the Agreement) dated the Twentieth day of November in the year Two Thousand Seven .

(In words, indicate day, month, and year.)

TABLE OF ARTICLES

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| 1 | INITIAL INFORMATION |
| 2 | ON-SITE PROJECT REPRESENTATION SERVICES |
| 3 | ADDITIONAL SERVICES |
| 4 | OWNER'S RESPONSIBILITIES |
| 5 | COMPENSATION |
| 6 | SPECIAL TERMS AND CONDITIONS |

ARTICLE 1 INITIAL INFORMATION

The Architect's performance of the services set forth in this document is based upon the following information. Material changes to this information may entitle the Architect to Additional Services.

(List below information, including conditions or assumptions that will affect the Architect's performance.)

In the normal sequence of review of on-site conditions, the Architect's representative may make interpretations, to the extent permitted by Georgia law, relative to design issues

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document must be used with an owner-architect agreement where the architect provides construction administration services.

This document provides the Architect's scope of services only and must be used with an owner-architect agreement. It may be used with G802™–2007, Amendment to the Professional Services Agreement, to create a modification to any owner-architect agreement.

Init.

relating to construction work and coordination with said work. The representative will coordinate with the appropriate design professional on issues pertaining to design intent and issues having code, financial and/or schedule-implications related to the project."

ARTICLE 2 ON-SITE PROJECT REPRESENTATION SERVICES

§ 2.1 The Architect shall provide one (1) representative(s) at the Project site to assist in carrying out the Architect's construction phase services identified in the Agreement.

§ 2.2 The Architect's representative(s) shall perform services in accordance with the standard of care set forth in the Agreement, or if none is set forth, in accordance with applicable law. In performing services, the Architect's representative(s) shall not exceed the authority of the Architect as set forth in the Agreement.

§ 2.3 The Architect's representative(s) shall be located at the Project site in accordance with the following schedule:
(Insert the days per week, hours per day, schedule duration, and other relevant information.)

Full time (typically forty hours per week) until project completion of approximately the end of March of 2011. Full time shall be defined in a manner consistent with normal and customary practice for full time employees with allowances for normal holidays, one week of sick time accrued per year and 2 weeks of vacation to accrue in 2010. Time spent off site shall be limited to that required for performance of the Architect's representative's duties.

§ 2.4 In addition to the Architect's construction phase services identified in the Agreement, the Architect's representative(s) shall perform the services set forth in this Section 2.4.

§ 2.4.1 The Architect's representative(s) shall monitor the Contractor's construction schedule and alert the Owner to conditions that may affect the Contractor's ability to complete the work in accordance with the schedule.

§ 2.4.2 The Architect's representative(s) shall attend the job site meetings listed below and, relative only to the Architect's Progress meetings, prepare and distribute a written report to the Owner on the proceedings:

Owner, Architect & Contractor meetings, Architect's Progress Meetings, Commissioning Meetings, Pre-construction Meetings and Contractor's Progress Meetings

§ 2.4.3 The Architect's representative(s) shall observe the systems and equipment testing required in the Specifications and report test results to the Owner.

§ 2.4.4 The Architect's representative(s) shall maintain records at the Project site in an orderly manner. These records may include correspondence, Contract Documents, Change Orders, Construction Change Directives, reports of site meetings, Shop Drawings, Product Data and similar submittals; supplementary drawings, and Applications for Payment; and names, addresses and telephone numbers of the Contractor, Subcontractors, Owner's separate contractors, and principal material suppliers. The Architect's representative shall assist with providing the Owner's representatives & Consultants (such as the Program Manager, Testing Labs and Commissioning Agent), the Architect's documentation as required for the project.

§ 2.4.5 The Architect's representative(s) shall review the Contractor's on-site copy of the Drawings, Specifications, addenda, Change Orders and other modifications at intervals appropriate to the stage of construction and notify the Owner of any apparent failure by the Contractor to maintain up-to-date records.

§ 2.4.6 The Architect's representative(s) shall maintain a log of activities at the Project site, including weather conditions, nature and location of Work being performed, verbal instructions and interpretations given to the Contractor, and specific observations.

ARTICLE 3 ADDITIONAL SERVICES

The Architect shall provide On-Site Project Representation Services in addition to those set forth in Article 2 as Additional Services.

Init.

ARTICLE 4 OWNER'S RESPONSIBILITIES

The Owner shall provide an on-site office for use by the Architect's representative(s), including utilities (with an internet connection and access to Constructware), heating, air conditioning and ventilation. The Owner shall provide furnishings and office equipment as follows:

(List furniture, computers, fax machines, etc.)

ARTICLE 5 COMPENSATION

§ 5.1 For the Architect's On-Site Project Representation Services described under Article 2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Sixteen thousand four hundred seventy three dollars and sixty cents (\$16,473.60) per month. Based on a duration of 12 months, the total cost of services is one hundred ninety seven thousand six hundred eighty three dollars (\$197,683.20).

§ 5.2 For Additional Services performed pursuant to Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

At the rate of one hundred three dollars and ninety five cents (\$103.95) per hour unless otherwise mutually agreed to.

ARTICLE 6 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Standard Form of Architect's Services: On-Site Project Representation, if any, are as follows:

1. Reproduction, printing, postage, mileage for project related out of town travel, if any, and courier expenses incurred by the Architect's representative on behalf of the Architect shall be treated as Reimbursable Expenses, as defined and limited in the Architect's Agreement.
2. The Architect shall provide, at no cost to the Owner, for standard office furnishings and equipment for the job site office including chairs, file cabinets, computer, printer, copier, telephone and typical office supplies. Such furnishings and equipment shall be the Architect's property after project completion.

Init.

Additions and Deletions Report for AIA® Document B207™ – 2008

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:45:23 on 11/04/2009.

PAGE 1

Augusta Richmond County Judicial Center
735 James Brown Boulevard
Augusta, GA 30901

...

Augusta, Georgia, a political subdivision of the State of Georgia
530 Greene Street, Augusta, Georgia 30911

...

Turner Associates, Architects & Planners, Inc.
280 Elizabeth Street, NE, Suite A-108
Atlanta, Georgia
30307

...

This Standard Form of Architect's Services is part of or modifies the accompanying Owner-Architect Agreement (hereinafter, the Agreement) dated the Twentieth day of November in the year Two Thousand Seven.

...

In the normal sequence of review of on-site conditions, the Architect's representative may make interpretations, to the extent permitted by Georgia law, relative to design issues relating to construction work and coordination with said work. The representative will coordinate with the appropriate design professional on issues pertaining to design intent and issues having code, financial and/or schedule implications related to the project."

PAGE 2

§ 2.1 The Architect shall provide one (1) representative(s) at the Project site to assist in carrying out the Architect's construction phase services identified in the Agreement.

...

Full time (typically forty hours per week) until project completion of approximately the end of March of 2011. Full time shall be defined in a manner consistent with normal and customary practice for full time employees with allowances for normal holidays, one week of sick time accrued per year and 2 weeks of vacation to accrue in 2010. Time spent off site shall be limited to that required for performance of the Architect's representative's duties.

...

§ 2.4.2 The Architect's representative(s) shall attend the job site meetings listed below ~~and~~ and, relative only to the Architect's Progress meetings, prepare and distribute a written report to the Owner on the proceedings:

Owner, Architect & Contractor meetings, Architect's Progress Meetings, Commissioning Meetings, Pre-construction Meetings and Contractor's Progress Meetings

...

§ 2.4.4 The Architect's representative(s) shall maintain records at the Project site in an orderly manner. These records may include correspondence, Contract Documents, Change Orders, Construction Change Directives, reports of site meetings, Shop Drawings, Product Data and similar submittals; supplementary drawings, and Applications for Payment; and names, addresses and telephone numbers of the Contractor, Subcontractors, Owner's separate contractors, and principal material suppliers. The Architect's representative shall assist with providing the Owner's representatives & Consultants (such as the Program Manager, Testing Labs and Commissioning Agent), the Architect's documentation as required for the project.

PAGE 3

The Owner shall provide an on-site office for use by the Architect's representative(s), including ~~utilities,~~ utilities (with an internet connection and access to Constructware), heating, air conditioning and ventilation. The Owner shall provide furnishings and office equipment as follows:

...

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...

At the rate of one hundred three dollars and ninety five cents (\$103.95) per hour unless otherwise mutually agreed to.

...

1. Reproduction, printing, postage, mileage for project related out of town travel, if any, and courier expenses incurred by the Architect's representative on behalf of the Architect shall be treated as Reimbursable Expenses, as defined and limited in the Architect's Agreement.

2. The Architect shall provide, at no cost to the Owner, for standard office furnishings and equipment for the job site office including chairs, file cabinets, computer, printer, copier, telephone and typical office supplies. Such furnishings and equipment shall be the Architect's property after project completion.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, David J. Bitter, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:45:23 on 11/04/2009 under Order No. 1000379460_2 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B207™ – 2008 - Standard Form of Architect's Services: On-Site Project Representation, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.


(Signed)


(Title)


(Dated)

**THE
WOODHURST
PARTNERSHIP**
ARCHITECTURE



PROPOSAL

October 9, 2009

Turner Associates Architects
280 Elizabeth Street
Suite A108
Atlanta, Georgia 30307

Re: Project Representative
Augusta Richmond County Judicial Center
Augusta, Georgia

Gentlemen:

We are pleased to present a proposal, per your request, to provide a full-time, on-site (40 hours per week) Project Representative (PR) for the remaining duration of the construction phase and for the project close-out phase for the Augusta Richmond County Judicial Center. The duration of the PR services is expected to terminate approximately at the end of March 2011.

The PR's duties will be essentially as outlined in AIA Document B352. The PR will primarily focus on whether or not construction is proceeding according to the contract documents. The PR will have neither the power nor the authority to modify or waive any provision of the contract.

The PR will keep a daily project log (diary) of the important events that occur on site. The PR will also maintain up-to-date project files at the job site for the entire remaining construction phase. The PR will have other such duties, responsibilities and authority as may be consistent with B352 and as requested by Turner Associates Architects (TAA) on behalf of the Owner.

We propose to provide Wayne Johnston as the Project Representative. He is well versed in construction work (resume attached) and has previously acted as an on site representative. We are familiar with Wayne from his days with A.L. Adams Construction, a company that we worked with on numerous occasions. He is well qualified for this position and he will be a team player, able to help keep the project running on schedule.

Proposal

Project Representative

Augusta Richmond County Judicial Center

Page 2

The compensation for the PR will be invoiced monthly at the rate of Fourteen Thousand-Nine Hundred-Seventy-Six and 00/100 Dollars (\$14,976.00). This is based on an hourly rate of

Ninety-Four and 50/100 Dollars (\$94.50) per hour, which is Mr. Johnston's billable rate as computed with our O&P multiplier of one point nine two (1.92).

Normal reimbursable expenses, (per the master agreement) for printing, shipping, etc will be invoiced monthly on separate invoices.

It is our understanding that the office space for the PR will be provided via Potts Co., which will also furnish power, water and internet services. The Woodhurst Partnership (TWP) will furnish standard office furnishings and equipment; including chairs, file cabinets, computer, printer, copier, telephone and typical office supplies. TAA will assist TWP in providing the PR with up to date project documents and project files.

This agreement may be terminated at anytime by request of the Owner with two (2) weeks notice. If such termination occurs, the final invoice for the PR services will be invoiced on a prorated basis.

If this proposal is acceptable, please sign and return a counterpart original of this letter for our files. Also, please advise if we can provide any further information at this time.

Sincerely,

The Woodhurst Partnership



Robert S. Woodhurst, III, FAIA

Accepted and Approved By:

Turner Associates Architects

WAYNE JOHNSTON
507 Waterford Drive, Evans, GA 30809
(h) 706.860.3277 (c) 706.840.0474
wjohnston10@gmail.com

SUMMARY

Experienced professional **Project Manager** with additional experience in **Plant Engineering/Facility Management**. Excellent communication and interpersonal skills. Organized and effective manager with strong emphasis on cost control and schedule adherence. Leverages past experience to resolve problems, while remaining focused on management objectives.

PROFESSIONAL EXPERIENCE

INGERSOLL-RAND CORP. – CLUB CAR, Augusta, GA 1995 – 2008

World's leading manufacturer of golf and utility vehicles.

Plant Engineering/ Facilities Manager

- Managed departmental budget of \$2 – 3M and Building & Grounds budget of \$2M annually with a capital plan of \$1 – 5M.
- Managed daily activities of the Plant Engineering Department consisting of a supervisor, 2 technicians, and 20 mechanics.
- Developed and implemented PM and PdM programs ensuring equipment reliability and safe operation...
- Installed factory wide energy efficient lighting with \$80K annualized savings.
- Oversaw the design and construction of a \$2M two-story office addition.
- Arranged skills training program for the plant maintenance crew through Quick Start.
- Participated on the core team for the design and installation of a “State of the Art” assembly line. The project spanned 4 years and was valued at over \$30M. The largest single project of the company at the time.
- Was instrumental in establishing a plastic recycling program.
- Oversaw outsourcing janitorial and housekeeping services for a \$100K annual savings.
- Handled all aspects of acquiring a leased facility for the aftermarket group.
- Sarbanes Oxley Process Owner
- Developed procedures for compliance with OSHA requirements

A.L. ADAMS CONSTRUCTION CO., Augusta, GA 1984 – 1995

General Contractor

Project Manager / Vice President

- Successfully managed construction of an \$8M high school in Thomson GA.
- Oversaw construction of numerous office buildings at Savannah River Site.
- Estimated building construction cost, prepared and submitted bids.
- Involved in implementing new scheduling software – Primavera.

WILLIAMS & ASSOCIATES, Macon, GA 1978 – 1984

General Contractor

Project Manager

- Estimated and managed construction of an \$8M security paper manufacturing facility.
- Oversaw remodeling the Macon GA. train terminal for use as offices by Georgia Power.
- Managed several multi-million dollar projects to successful completion.

WAYNE JOHNSTON

TECHNICAL EXPERTISE

MS Office: Word, Excel, PowerPoint, Project, Outlook
Project Management
TPM (Total Productive Maintenance)
OEE (Overall Equipment Effectiveness)
Lean Six Sigma Green Belt Training
Kaizen
CMMS (MP2)
Safety / Environmental Management
Business Acumen

EDUCATION

Chicago Technical College – Building Construction
Moraine Valley Community College – Industrial Engineering

CERTIFICATIONS

Arc-Flash Hazard training
Lock Out training
Confined Space training
Dupont STOP for safety
Business Acumen
Total Productive Maintenance
Visual Factory Management
Quality of Leadership
Facility Management

AFFILIATIONS

Association of Facility Engineers, past president
Past member Board of Directors Kiwanis International
Church Council President



**Engineering Services Committee Meeting
11/23/2009 12:40 PM
Award Contract For Restoration of Lady Justice**

Department:	Public Services Department - Facilities Management Division
Caption:	Approve award of the contract for removal, restoration, storage and installation of the statue of Lady Justice to the new Augusta Judicial Center and John H Ruffin Courthouse to Conservation Solutions in the amount of \$39,754. To be funded from SPLOST GL – 325-05-1120, JL – 209251104.
Background:	On February 26, 2009, the Historic Preservation Commission granted permission to move the Lady Justice statue from the current location in the back of the Municipal Building to the new Judicial Center. To accomplish this, the statue would need to be removed, restored and relocated by a firm specializing in this type of work. A Request for Qualifications (RFQ) was prepared and sent out on March 26, 2009 and submittals were due on May 12, 2009. All of the submittals that were received were determined to be non-compliant. A revised Request for Proposal (RFP) was issued to the same three firms on September 25, 2009, requesting final submissions on October 9, 2009. Only one of the three submittals received was deemed to be compliant.
Analysis:	A selection committee was formed to review and recommend approval to the Commission of the final submission. The committee included Erick Montgomery from Historic Augusta, Bob Woodhurst from The Woodhurst Partnership, Don Green from Heery International, and a representative from the Augusta Procurement Department. The selection committee convened on November 3, 2009 and reviewed the proposal, and references and unanimously recommends that the contract be awarded to Conservation Solutions in the amount of \$39,754.
Financial Impact:	The cost of the contract is \$39,754.
Alternatives:	1. Approve award of the contract for removal, restoration, storage and installation of the statue of Lady Justice to the new Augusta Judicial Center and John H Ruffin Courthouse to Conservation Solutions in the amount of \$39,754. To be funded from SPLOST GL – 325-05-1120, JL – 209251104. 2. Do not approve the award.
Recommendation:	Approve award of the contract for removal, restoration, storage and installation of the statue of Lady Justice to the new Augusta Judicial Center and John H Ruffin Courthouse to Conservation Solutions in the amount of \$39,754. To be funded from SPLOST GL – 325-05-1120, JL – 209251104.
Funds are Available in	

**the Following
Accounts:**

FUNDS ARE AVAILABLE IN ACCOUNT: GL – 325-05-1120, JL –
209251104

REVIEWED AND APPROVED BY:

Finance.

Procurement.

Law.

Administrator.

Clerk of Commission



Request for Qualifications

RFQ Item #09-108A

Restoration and Relocation of Lady Justice Statue

For

The City of Augusta

RFQ Due: Friday, October 9, 2009 at 3:00 P.M.

One Original and six (6) copies of RFQ shall be submitted

Thanks for doing business with us . . .

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



CITY OF AUGUSTA, GEORGIA
OFFICE OF THE PROCUREMENT DIRECTOR
530 GREENE STREET SUITE 605
AUGUSTA, GEORGIA 30901
(706) 821-2422
www.augustaga.gov

DATE: September 25, 2009

RFQ NO. 09-108A

SUBJECT: Request to submit on the following equipment, supply, and/or services.

NAME OF RFQ: Restoration and Relocation of Lady Justice Statue

This letter extends to your Firm an invitation to submit qualifications to supply the City of Augusta with equipment, supplies, and/or services as indicated above. Sealed qualifications for the above will be received at the Office of the City Procurement Director, 530 Greene Street – Suite 605, the Municipal Building, Augusta, Georgia, up **to 3:00 p.m. Friday, October 9, 2009**, at which time, qualification packages will be opened and publicly read. The Board of Commission reserves the right to reject any and all bids/qualifications and to waive formalities.

Instructions for preparation and submission of bid/qualifications are contained in the attached packet. Please note that specific forms for submission of qualifications are required. Qualifications must be typed or printed in ink. If you do not submit, return signed qualification invitation sheet and state reason. **Also, please clearly mark the outside of your envelope as "No Submittal."**

Any changes to the conditions and specifications must be in the form of a written addendum to be valid; therefore, the City will issue a written addendum to document all approved changes. **Any qualification packages submitted which does not acknowledge the receipt of an addendum will not be considered.**

The City of Augusta seeks to ensure that all segments of the business community have access to supplying the goods and services needed by City programs.

Doing business with Augusta has become easier! The new **ARCBid** link, which is located on the Procurement Department's website at www.augustaga.gov, enables you to view current and past public bid information online. Should you have any questions concerning the bid documents, or need additional information, you may contact a member of the Bid and Contract Team directly @ 706 821-2422. A request for bid documents **must be faxed to 706-821-2811**.

A qualification package from your Firm will be appreciated.

Sincerely yours,

Geri

Geri A. Sams
Procurement Director

REQUEST FOR QUALIFICATIONS

Request for Qualifications will be received at this office until Friday, October 9, 2009 @ 3:00 p.m. a.m. for furnishing:

RFQ ITEM #09-108A

Restoration and Relocation of Lady Justice Statue

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

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

RFQ documents may be examined at the office of the Augusta, GA Procurement Department, 530 Greene Street – Room 605, Augusta, GA 30901. . **All questions must be submitted in writing to the office of the Procurement Department by fax at 706-821-2811 or by mail.** No RFQ will be accepted by fax, all must be received by mail or hand delivered.

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

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

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

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

GERI A. SAMS, Procurement Director

cc:	Tameka Allen	Interim Deputy Administrator
	Don Green	Heery International
	Bob Munger	Heery International

RFQ Item 09-108A Restoration and Relocation of Lady Justice Statue
Due Date: Friday October 9, 2009 at 3:00 P.M.

INSTRUCTIONS TO SUBMIT

- 1.1 **Purpose:** The purpose of this document is to provide general and specific information for use by vendors in submitting a bid to supply the City of Augusta with equipment, supplies, and or services as listed above. All bids are governed by the Code of the City of Augusta.
- 1.2 **How to Prepare Bid Proposals/Qualifications:** All bid proposals/qualifications shall be:
(A) Prepared on the forms enclosed herewith, unless otherwise prescribed.
(B) Typewritten or completed with pen and ink, signed by the vendor or his authorized representative, with all erasures or corrections initialed and dated by the official signing the proposal. Vendors are encouraged to review carefully all provisions and attachments of this document prior to completion. Each qualification constitutes an offer and may not be withdrawn except as provided herein. Also, prices are to remain firm for the period stated herein. **Please do not submit any fees.**
- 1.3 **How to Submit Bid Proposals/Qualifications:** All bid proposals/qualifications shall be:
(A) Submitted in sealed opaque envelope, plainly marked with the RFQ number and equipment, supply and/or service description listed above.
(B) Mailed or delivered as follows in sufficient time to ensure receipt by the Procurement Director on or before the date and time specified above.
(a) Mailing Address: Geri A. Sams, Procurement Director
530 Greene Street – Suite 605
Augusta, Georgia 30901.
(b) Hand Delivery Address: Geri A. Sams, Procurement Director
Procurement Department – 6th Floor of the Municipal Building
Suite 605 - Augusta, Georgia
(c) Packages not received by the time and date specified in the first paragraph of the letter will not be opened.
- 1.4 **Augusta-Richmond Code, Readopted 7/10/08: Sec. 1-10-43. Sealed qualifications/bids selection method.**
(b) Invitation for bids/qualifications and specifications. An invitation for bids/qualifications 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/qualification 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. All requests to waive or modify any such material condition shall be submitted through the Procurement Director to the appropriate committee of the Augusta-Richmond County Commission for approval by the Augusta-Richmond County Commission.
- 1.5 **Procurement Protests:**
(A) Right to protest. Any actual or prospective bidder/vendor, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to Augusta-Richmond County. Protestors shall seek resolution of their complaints initially with the Procurement Director. All protests must be submitted in writing to the Procurement Director.
(B) Protests concerning invitations to bid/qualification. A protest with respect to an invitation for bids/qualifications or request for proposals shall be submitted in writing prior to the opening of bids/qualifications or the closing date of proposals. If not done by that time, the complaint or protest is lost.
(C) Stay of procurement during protests. In the event of a timely protest under subsection (b) of this Section, the Procurement Director shall not proceed further with the solicitation or award of

the contract until all administrative remedies have been exhausted or until the Augusta-Richmond County Administrator or Commission makes a determination on the record that the award of the contract without delay is necessary to protect the interests of Augusta-Richmond County.

- 1.6 **Failure to Bid/Submit:** If a bid/package is not submitted, bidder/vendor should return sheets, stating reason therefore, and indicate whether their business should be retained or removed from the City's vendor's list. **The outside of the envelope should clearly be marked "No Response"**
- 1.7 **Errors in Bids/Submittals:** Bidders/Vendors or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids. Failure to do so will be at the bidders' own risk. In case of error in extension of prices in the bid, the unit prices shall govern.

Correction or withdrawal of bids/qualifications. Correction or withdrawal of inadvertently erroneous bids/qualifications before or after bid opening may be permitted under the circumstances described below:

- (1) Mistakes discovered before bid opening may be modified or withdrawn by written or telegraphic notice received in the office designated in the invitation for bids prior to the time set for bid opening.
- (2) After the bid opening, corrections to bids shall be permitted only to the extent that the bidder can show by clear and convincing evidence that a mistake of a non-judgmental character was made, the nature of the mistake, and the bid price actually intended. Otherwise, no changes in bid prices or other provisions of bids prejudicial to the interest of Augusta-Richmond County or fair competition shall be permitted.
- (3) In lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw its bid if:
 - a. the mistake is clearly evident in the bid document but the intended correct bid is not similarly evident; or
 - b. the bidder submits evidence which clearly and convincingly demonstrates that a mistake was made.
- (4) All decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported in a written report made by the Procurement Director.
- (5) Withdrawal after receipt of bids is cause to forfeit bid security unless substantial evidence was presented clearly evidencing the mistake and hardship that would occur to either the County or the bidder in the event of award

- 1.8 **Standards for Acceptance of Bid for Award Contract:** The City reserves the right to reject any or all bids and to waive any irregularities or technicalities in bids received whenever such rejections or waiver is in the interest of the City.

The City reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid from a bidder whom investigation shows is not in a position to perform the contract a bidder who failed to submitted any requested documentation to include bid bond, performance and payments..

- 1.9 **Bidder:** Whenever the term "bidder" is used it shall encompass the "contractor", "purchaser" or other party having a contract with the City in such capacity after a contract has been entered into or between such party and the City.
- 1.10 **Compliance with laws:** The bidder shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by federal, state or City statute, ordinances and rules during the performance of any contract between the bidder and the City. Any such requirement specifically set forth in any contract document between the bidder and the City shall be supplementary to this section and not in substitution thereof.

- 1.11 **Termination of Contract:** The City of Augusta may cancel the contract at any time for breach of contractual obligations by providing the consultant with a written notice of such cancellation. Should the City of Augusta exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the contractor.
- 1.12 **Terms of Contract:** This is a one (1) year contract with a possible one year option; unless otherwise specified by the owner.
- 1.13 **RFQ Price: Please do not enclose any fees.**
- 1.14 **Non-Collusion Affidavit:** By signing and submitting this bid, bidder declares that its agents, officers or employees have not directly or indirectly entered into any agreements, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid. In the event, said bidder is found guilty of collusion, the company and agents will be removed from the City's bid list for up to three years and any current orders will be canceled.

GENERAL CONDITIONS

- 2.1 **Specifications:** Any obvious error or omission in specifications shall not inure to the benefit of the bidder but shall put the bidder on notice to inquire of or identify the same from the City. Whenever mention is made of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, American Society for Testing and Materials (A.S.T.M.) regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed to be the minimum requirements of these specifications. Some specifications are made from actual samples or prior use.
- 2.2 **Completeness:** All information required by Request for Qualifications must be completed and submitted to constitute a proper package.
- 2.3 **Prices to be Firm:** Bidder warrants that bid prices, terms and conditions quoted in his submittal will be firm for acceptance for a period of ninety (90) days from opening date.
- 2.4 **Description of Materials:** Proposals for materials, supplies, vehicles, and/or equipment should be accompanied by copies of detailed factory specifications, ratings, technical data, including accurate descriptions of the exact materials, supplies, vehicles, and/or equipment on which bids are made.
- 2.5 **Quality:** All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new (unless otherwise specified), the latest model, of the best quality, and highest grade workmanship. Vehicles and/or equipment shall be equipped with such necessary equipment complying with the Georgia State Law, but not including licensing. Also, materials must comply with all applicable Federal and State OSHA requirements in affect at the time of bid.
- 2.6 **Acceptance of Material:** The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or services is made and therefore accepted to the satisfaction of the City. IN THE EVENT THAT THE MATERIAL AND/OR SERVICES SUPPLIED TO THE CITY IS FOUND TO BE DEFECTIVE OR DOES NOT CONFORM TO SPECIFICATIONS, THE CITY RESERVES THE RIGHT TO CANCEL THE ORDER UPON WRITTEN NOTICE TO THE SELLER AND RETURN THE PRODUCT TO THE SELLER AT THE SELLER'S EXPENSE AND TO INVOKE THE PROVISIONS OF SECTION 2.22.
- 2.7 **Plant and Facility Inspections:** The Purchasing Department may require the vendor to make his plant and facilities available for inspection; or may require additional information concerning the vendor's ability to perform compliant with the requirements of this specification. Failure to comply with this requirement may cause rejection of the bid package.
- 2.8 **Guarantee:** Unless otherwise specified by the City, the bidder shall unconditionally guarantee the materials and workmanship on all material and/or services. If, within the guarantee period any

defects occur which are due to faulty material and or services, the bidder at his expense, shall repair or adjust the condition, or replace the material and/or services to the complete satisfaction of the City. These repairs, replacement or adjustments shall be made only at such time as will be least detrimental to the operation of City business.

- 2.9 **Manufacture or Dealer Advertisement:** No manufacturer or dealer advertising attachment shall appear on products delivered to the City without prior approval by the City of Augusta.
- 2.10 **Brand Name:** If and wherever brand names, makes, names of manufacturers, trade names, vendor catalogs or model numbers are stated, they are for the purpose of establishing a grade or quality of material.
- 2.11 **"OR EQUAL" Interpretation:** It is the vendor's responsibility to prove to the City that each bid item is equal to the grade or quality of material specified. On all such bids, the bidder shall indicate clearly the product (brand and catalog or model numbers) on which he is bidding, and shall supply a sample and sufficient data in detail to enable an intelligent comparison to be made with the particular brand or manufacturers specified. Failure to submit the required information will be sufficient grounds for rejection of bid. The City shall be the sole judge concerning the merits of bid submitted. If the vendor has any questions relative to whether his product is equal to the grade or quality of the product specified, he should resolve this issue at the pre-bid conference; however, if the extent of the discussion precludes resolution at the pre-bid conference, the vendor should contact the Procurement Director and resolve the issue prior to submission of bid. NOTHING HEREIN PRECLUDES TESTING AS SPECIFIED BY THE CITY. VENDOR SHALL BEAR EXPENSES OF TESTS.
- 2.12 **Certified Test Report:** Each bidder shall provide a copy of a certified test report prior to or with their sealed bids when specified. The certified test report shall be from a recognized independent testing laboratory or manufacturer's quality control laboratory showing all test results and full compliance with the appropriate specification indicated herein. However, the City will bear the cost of any independent tests or consultant services it so chooses to perform.
- 2.13 **Liability:** Where bidders are required to enter or go onto City of Augusta property to deliver materials or perform work or services as a result of bid award, the bidder shall be liable for any injury, damage or loss to the City occasioned by negligence of the bidder or his agent or any person the bidder has designated in the completion of his contract as a result of his bid and shall indemnify and hold harmless the City from any liability arising therefrom. When specified a certificate showing appropriate liability insurance coverage must be submitted to the Procurement Director prior to award of the purchase. In connection with its indemnification and Hold Harmless, bidder shall be required to notify its liability insurance carrier and the City of any and all claims for injury, damage or loss occasioned by the negligence or alleged negligence of the bidder (or his agent) or any person the bidder has designated in the completion of his contract.
- 2.14 **Default Provision:** The contract may be canceled or annulled by the City of Augusta in whole or in part by written notice of default to the Contractor upon non-performance or violation of contract terms. An award may be made to the next low bidder, for articles and/or services specified or they may be purchased on the open market and, the defaulting Contractor (or his surety) shall be liable to the City of Augusta for costs to the City in excess of the defaulted contract prices. The Contractor shall continue the performance of this contract to the extent any part is not terminated under the provisions of this clause.
- 2.15 **Patent Indemnity:** Except as otherwise provided, the successful bidder agrees to indemnify the City and its officers, agents and employees against liability, including costs and expenses for infringement upon any letters or patent of the United States arising out of the performance of this Contract or out of the use or disposal by or for the account of the City of supplies furnished or construction work performed hereunder.
- 2.16 **Certification of Independent Price Determination:** By submission of this bid, the bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:

- (1) The prices in this bid have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder or to any competitor;
- (3) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition; and
- (4) No agent or employee of the City of Augusta has been bribed in connection with this bid solicitation.
- 2.17 **Award of Contract:** The contract, if awarded, will be awarded to the most responsive and responsible vendor whose qualifications will be most advantageous to the City, price and other factors considered. The City will make the determination.
- 2.18 **Local Vendor Preference:** The City of Augusta has a local vendor preference policy which allows the lowest local bidder, (defined as within Augusta Richmond County), within 5% or \$10,000, whichever is less, of the lowest non-local bidder, to match the bid submitted by the non-local bidder and therefore be awarded the contract. Vendors must complete the enclosed vendor's Certification form.
- 2.19 **Minority/Women Business Enterprise (MWBE) Policy:** *Court Order Enjoining Race-Based Portion of DBE Program*
- 2.20 **Qualified Vendor:** A "Qualified Vendor" is defined for this purpose as one who meets, or by the date of bid acceptance can meet, all requirements for licensing, insurance and service contained within these specifications.
- 2.21 **Compliance with Specifications - Terms and Conditions:** The Request for Qualification, Legal Advertisement, General Conditions and Instructions to Bidders, Specifications, Special Conditions, Vendor's Bid, Addendum, and/or any other pertinent documents form a part of this proposal and by reference are made a part hereof.
- 2.22 **Signed Bid/Qualifications Considered Offer:** The signed bid/qualifications shall be considered an offer on the part of the bidder/vendor, which offer shall be deemed accepted upon approval by the Commission of the City of Augusta, the City Administration or his designee. In case of a default on the part of the bidder/vendor after such acceptance, the City of Augusta may take such actions as it deems appropriate including legal action for damages or specific performance.
- 2.23 **Notice to Proceed:** The successful bidder/vendor shall not commence work under this request for qualification until duly notified by receipt of contract signed as executed by the Mayor/Commission or Administrator or their designee (Clerk or Commission or the Procurement Director). If the successful bidder does commence any work prior to receiving official notification, he does so at his own risk.
- 2.24 **Pre-bid/qualification conference and addendum:** A conference to be conducted by the Purchasing Director and using agency head, if appropriate, hearing will be scheduled at least five (5) working days before receipt of bids/qualifications. While the pre-bid/qualification conference is not a requirement, it is strongly recommended and widely used to further acquaint interested bidders/vendors with the bid/qualification requirements and items to be purchased and vendor input. Any substantive changes to specifications resulting from the pre-bid/qualification conference or other vendor/contractor sessions shall be documented in an addendum and communicated to all bidders/vendors registered for the procurement action. **Note: In the event of a MANDATORY PRE-BID/Qualification CONFERENCE ALL INTERESTED VENDORS MUST ATTEND.**
- 2.25 **Bid/Qualification opening.** Sealed Bids/Qualification shall be opened publicly in the presence of one or more witnesses at the time and place designated in the public notice and request for qualification invitation. The amount of each bid, and such other relevant information as the Procurement Director deems appropriate, together with the name of each bidder shall be

recorded; the record and each bid shall be open to public inspection in accordance with § 1-10-5 (Public Access to Procurement Information).

- 2.26 **Bid/Qualification acceptance and bid/qualification evaluation.** Provided that the bids/qualifications are delivered to the Procurement Director at the time, place, and under the conditions contained in the Request for Qualifications, the bids/qualifications shall be conditionally accepted without alteration or correction pending evaluation. Bids/Qualifications shall be evaluated based on the requirements set forth in the request for qualifications, which may include bidder/vendor responsiveness, capability and past performance, and criteria to determine acceptability such as inspection, testing, quality workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid/qualification price and be considered in evaluation for award shall be objective and clearly measurable, including but not limited to discounts, transportation costs, and total or life cycle costs. The main advantage of using life-cycle costing is that both initial costs and related costs for the life of the item are considered. When the criterion for awarding the contract is based on lowest responsive bidder, it may mean that the contract specifications are just minimally complied with. Selecting of the lowest bidder could result in a higher incidence of maintenance, and down-time could eat up any savings made if the purchasing process considers only the initial cost.

- 2.27 Employment Eligibility Verification:

As required under Senate Bill 529 – “Georgia Security and Immigration Compliance Act” of 2006, O.C.G.A. Section 2, Article 3 13-10-91, public employers, their contractors and subcontractors are required to verify the work eligibility of all newly hired employees through an electronic federal work authorization program. The Georgia Department of Labor has added a new Chapter 300-10-1, entitled “Public Employers, Their Contractors and Subcontractors Required to Verify New Employee Work Eligibility Through a Federal Work Authorization Program, “to the Rules and Regulations of the State of Georgia. (website: http://www.dol.state.ga.us/pdf/rules/300_10_1.pdf.) The new rules designate the “Employment Eligibility Verification (EEV) Basic Pilot Program” operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security as the electronic federal work authorization program to be utilized for these purposes. The EEV/Basic Pilot Program can be accessed at: <https://www.vis-dhs-com/EmployerRegistration>. Bidders shall comply with this new rule and submit with your bid the attached “Contractor Affidavit and Agreement” and the “Subcontractor Affidavit.” Both forms must be filled out, sign, notarize and returned with your bid submittal. **If there are no subcontracting opportunities, please fill out the form and return with your submittal (N/A; sign, date and notarize).**

Excerpt from: Excerpt from: 06 SB529/AP

Senate Bill 529

By: Senators Rogers of the 21st, Hamrick of the 30th, Douglas of the 17th, Schaefer of the 50th, Seabaugh of the 28th and others

No contractor or subcontractor who enters a contract with a public employer shall enter into such a contract or subcontract in connection with the physical performance of services within this state unless the contractor or subcontractor registers and participates in the federal work authorization program to verify information of all new employees.

(3) Paragraphs (1) and (2) of this subsection shall apply as follows:

(A) On or after July 1, 2007, with respect to public employers, contractors, or subcontractors of 500 or more employees;

(B) On or after July 1, 2008, with respect to public employers, contractors, or subcontractors of 100 or more employees; and

(C) On or after July 1, 2009, with respect to all public employers, contractors, or subcontractors.

SPECIAL CONDITIONS

- 3.1 **County's Right To Amend Bid Solicitations Or Awards That Are In Violation Of Law.**
(A) Prior to bid opening or closing date for receipt of proposals. If prior to the bid opening or the closing date for receipt of proposals, the Purchasing Director, after consultation with the Augusta-Richmond County Administrator, and the Augusta-Richmond County Attorney, determines that a solicitation is in violation of federal, state, or local law or ordinance, then the solicitation shall be canceled or revised to comply with applicable laws.
(B) Prior to award. If after bid opening or the closing date for receipt of proposals, the Purchasing Director, after consultation with the Administrator or his designee, and the Augusta-Richmond County Attorney determine that a solicitation or proposed award is in violation of federal, state or municipal law, and then the solicitation or proposed award shall be canceled.
(C) After award. If, after an award, the Purchasing Director, after consultation with the Administrator and the Augusta-Richmond County Attorney determines that a solicitation or award of a contract was in violation of applicable law, then the contract shall be revised to comply with applicable law. If Augusta-Richmond County is unable to revise the contract to comply therewith, the contract shall be terminated and declared null and void by the Augusta-Richmond County Commission.
- 3.2 **Bonds:** (Check where applicable)
☐ (A) Each bidder shall post a **bid bond, certified check or money order** made payable to the City in the amount of 10% of the bid price. A company check is **not** acceptable. No bids shall be read or considered without a proper form of security.
☒ (B) No bond, certified check, or U.S. Money Order is required.
☐ (C) Bidder shall post a **payment / performance bond** payable to the City in the amount of 100% of the bid price if awarded the purchase. Such bond(s) are due prior to contract execution as a guarantee that goods meet requirements of the contract including timely delivery, performance specifications and warranty requirements.
Such bonds will also guarantee quality performance of services and timely payment of invoices to any subcontractors.
☐ (D) Bidder shall post a **performance bond** in the amount of 100% of the bid price if awarded the purchase. Such bond(s) are due prior to contract execution as a guarantee of timely delivery and that equipment, materials and /or goods are delivered according to specifications.
Whenever a bond is provided, it shall be executed by a surety authorized to do business in the State of Georgia, approved by the City, and must be executed on the attached forms. At the discretion of the City, other forms of security may be considered in lieu of a performance bond. (Article 6 of the City's Code)
- 3.3 **City License Requirement:** Contractor must be licensed in the State of Georgia or by the Governmental entity for which he does the majority of his business.
- 3.4 **Warranty Requirements:** (Check where applicable)
☐ (A) Provisions of item 2.12 in regards to quality shall apply.
☐ (B) Warranty required.
☐ (C) Standard Warranty shall be offered with bid.
☐ (D) Extended Warranty shall be offered with bid.
- 3.5 **Terms of Contract:** (Check where applicable)
☐ (A) Annual Contract
☒ (B) One time Purchase.
☐ (C) Other

LOCAL SMALL BUSINESS OPPORTUNITIES PROGRAM

4.1 General Principles

This Ordinance and/or the codification hereof may be referred to as the “Augusta-Richmond County Local Small Business Opportunities Program Ordinance” (“LSBOP”).

4.2 Objective

Augusta-Richmond County is firmly committed to the principles of equal opportunity and in keeping with these principles, hereby sets forth a program and establishes a mechanism for developing, approving, and implementing procedures by which local small business enterprises shall be identified, informed and educated regarding opportunities for supplying goods, general services, and construction services required by Augusta-Richmond County, and providing for objectives for bidders to incorporate the use of Local Small Businesses as commercially useful sub-contractors, thereby promoting balanced economic and community growth throughout Augusta-Richmond County. The LSBOP is a race and gender-neutral program.

4.3 Policy

It is the policy of Augusta-Richmond County that all necessary and reasonable steps shall be taken to ensure that local small business enterprises have the maximum opportunity to compete for and participate in all contracts and subcontracts funded by or through Augusta-Richmond County government. Further, the Augusta-Richmond County Commission has determined as a means to ensure full economic participation by small local business that a mechanism for developing, approving and implementing a LSBOP is required.

Augusta-Richmond County has established the LSBOP to promote opportunities for certified Local Small Business to participate in Augusta-Richmond County's contracting and procurement activities by requiring contractors to utilize certified Local Small Businesses to perform commercially useful functions to the maximum extent possible and as economically feasible, as partners or subcontractors for service delivery or as suppliers of various goods required in the performance of a contract. This LSBOP is in addition to and shall not supplant the Local Preference Ordinance, Code §1-10-6.

Augusta's Local Small Business Opportunities Program shall comply with federal and state requirements applicable to small or disadvantaged business, including but not limited to those requirements set forth by regulation by the Federal Aviation Administration, U.S. Department of Housing & Urban Development, and Georgia Department of Transportation. It is expressly recognized that such federal and state regulations preempt Augusta's regulations regarding this subject.

4.4 Local Small Business Vendor Information and Program Information: Please contact:

Yvonne Gentry, Disadvantaged Business Enterprise Coordinator
501 Greene Street - Suite 304
Augusta, Georgia 30901
Office: (706) 821-2406 Fax: (706) 821-4228

Please return the required forms (with your submittal):

- **Good Faith Efforts Subcontractor & Supplier Contact Form**
- **LSB Subcontractor/Supplier Utilization Plan - If there are no subcontracting opportunities the forms must be executed (write N/A, sign, date and return).**

The following form is to be returned by the successful vendor monthly

- **Monthly Subcontractor/Supplier Utilization Report**

General Specifications:

5.1 The RFQ response must include the following documents when applicable:

- The Exception Sheet (if applicable)
- Statement of Non-Discrimination
- Conflict of Interest
- Local Vendor Preference (if applicable)
- Bid Form / Acknowledgement of Addenda
- Georgia Security and Immigration - Contractor Affidavit and Agreement
- Georgia Security and Immigration - Subcontractor Affidavit
- Non-Collusion Affidavit of Prime Bidder/Contractor and Sub-Contractor Form
- Local Small Business (LSB) Good Faith Efforts
- Local Small Business (LSB) Subcontractor/Supplier Utilization Plan
- Certification/Credentials (if applicable)
- Bid Bond (if applicable)
- Warranties (if applicable)
- Product Literature (if applicable)

And/or any requested documentation **must be submitted with RFQ package. All reference documents must be completed and returned in their entirety to constitute a complete RFQ. Failure to do so will render vendor's RFQ to be "non-compliant"**

5.2 **RFQ must be submitted (One (1) original and six (6) copies)**

5.3 Vendor is responsible for determining and acknowledging any addenda issued in connection with this bid solicitation.

5.4 The City reserves the right to renew this contract for one additional 12 month periods if all terms and Conditions remain unchanged and if all parties agree.

5.5 The City pays by invoices only net 30. Unless otherwise arranged.

5.5 Invoices should be sent to the following address:

City of Augusta
Richmond County Georgia
Accounting Department – Room 105
City-Municipal Building
530 Greene Street
Augusta, Georgia 30901

5.6 All Bids, Request for Proposal/Qualifications and or Quote are governed and awarded in accordance to The City of Augusta, Georgia (Richmond County) Code. To view the Code visit Augusta's website at www.augustaga.gov.

**Request for Qualifications RFQ 09-108A
Due Date: Friday October 9, 2009 at 3:00 P.M.
Restoration and Relocation of Lady Justice Statue**

PROJECT AND OWNERSHIP OF DATA

The project consists of a feasibility analysis of restoration of Augusta's existing Lady Justice, recommendations for restoration, and execution of the approved restoration plan.

All deliverables and documents produced for the project, including qualifications submittals, proposals, drawings, mock-ups and specifications shall become the property of Augusta Richmond County, and no restrictions on their use shall be attached by the producers, over and beyond normal legal limitations.

1.0 RESPONSES

The responses to this RFQ shall be submitted in sealed envelopes no later than **3:00 p.m., Friday, October 9, 2009**, to:

Ms. Geri A. Sams, Procurement Director
Augusta-Richmond County
530 Greene Street, Rm 605
Augusta, GA 30901

Submit seven (7) Qualification Documents (one (1) original clipped and six (6) bound mark copies.

Clearly mark outside of outer envelope **"RFQ No. 09-108A "Restoration and Relocation of Lady Justice Statue"**

Augusta Richmond County assumes no responsibility for submittals received after the advertised deadline, or at locations other than as specified herein. **All questions must be submitted in writing to the office of the Procurement Department by fax at 706-821-2811 or by mail.**

2.0 DESCRIPTION OF PROJECT

Augusta Richmond County is seeking to procure Restoration and Relocation Services for the Lady Justice Statue, currently located on the grounds of the Augusta Municipal Building at 530 Greene Street. This molded sheet metallic statue is to be restored and moved to the new Judicial Center, currently under construction at the intersection of James Brown Boulevard and Walton Way, on the southern fringe of downtown Augusta.

3.0 SCOPE OF WORK

The Scope of Services includes the restoration and relocation of the existing Lady Justice statue, and shall include the following activities:

- Assess structural integrity of the sculpture.
- Assess surface conditions.
- Describe general appearance and condition.
- Propose a plan for restoration, including a detailed description of the methods and materials, time frame, personnel, and safety precautions.
- Implement the plan.
- Relocate the statue and install completely in location indicated in attached Exhibit, coordinating installation with Owner's Rep and Construction Manager for the new Augusta Judicial Center. The tentative timeframe for installation is December, 2010. Store statue in secure, weatherproof, insured location until time for installation at main entry portico of the new Judicial Center.
- Propose a plan for written and photographic documentation of the restoration process.
- Propose a maintenance plan and outline the conservator's involvement.
- Include liability insurance coverage.

4.0 SCORING

Criteria for evaluating Proposals:

Qualifications (50 pts)

- Does the conservator demonstrate a clear understanding of the project?
- Is the work plan realistic, thorough, and of high quality?
- Is the proposed treatment method safe?
- Do the proposed personnel have the appropriate experience and qualifications?
- Do the conservator's availability and proposed schedule meet the project requirements?
- Is the cost commensurate with the proposed restoration method and within the budget?
- Preference will be given to firms that are members of the FAIC (Foundation of the American Institute for Conservation of Historic and Artistic Works).

Price Proposal (50 pts): Provide on letterhead in a separate envelope. The letter should include the following statement:

The above firm proposes to provide the specified work in accordance with all requirements stated in the RFQ for the following price:

\$ _____ Dollars
(Number) (Written)

5.0 FORM AND CONTENTS OF SUBMITTAL

Submittal Form

Provide one (1) original clipped to facilitate reproduction and six (6) bound marked copies of your submittal.

Submittal shall utilize letter-size (8 ½ x 11 inches) or, zee folded to that dimension from 11 x 17 inch stock.

Submittal should be clear and concise and follow the format described herein.

Submittal Contents

Cover Letter: Include a (one page maximum) cover transmittal letter which clearly states the single contact proposed for this project, business name, mailing address, telephone, facsimile number and email address.

Scope of Services: Describe how services will be provided, including a detailed listing and description of methodology, tasks, schedule and deliverables.

Experience and Capacity: Describe background and experience of the entity demonstrating ability to provide required services, including examples of similar restoration projects. Provide evidence of:

- Extent and length of experience and expertise in the documentation and conservation of outdoor sculpture.
- Type, scope, and location of conservator's practice.
- Type and extent of the conservator's training and continuing education and that of associates or employees who will work on the project.
- Outdoor sculpture conservation and condition assessment projects completed or under way, including brief descriptions of treatment methods.
- Names of previous clients along with current contact information for work of similar nature.
- Availability to carry out project.
- Membership in professional organizations such as the FAIC (Foundation of the American Institute for Conservation of Historic and Artistic Works).

References: List references from work performed on other relevant commissions.

Price Proposal: Provide on letterhead in a separate envelope.

RFQ Submittal: Write the title of the RFQ on front of the envelope. Total proposal shall not exceed thirty pages. Submit in accordance with instructions herein.

Proposals must be received by 3:00 p.m., Friday, October 9, 2009.

6.0 SCHEDULE

Qualifications Submissions Due	October 9, 2009
Selection/Approval/Contract/NTP	November 2009
Project Initiation	November 2009
Installation	December 2010

Note: Schedule is preliminary and subject to change.

7.0 ADDITIONAL INFORMATION

Bidders will please note that the number of copies requested; all supporting documents including financial statements and references and such other attachments that may be required by the RFQ invitation are material conditions of the RFQ. **Any package found incomplete or**

submitted late shall be rejected by the Procurement Office. Any bidder allegedly contending that he/she has been improperly disqualified from bidding due to an incomplete RFQ submission shall have the right to appeal to the appropriate committee of the Augusta Commission.

All costs related to preparation of a response to the RFQ, including negotiations and/or clarifications with finalists, will be the sole responsibility and borne by the applicant(s).

8.0 PROJECT MANAGEMENT

The Owner will be assisted by Heery International, Inc., Program Management consultants for Augusta Richmond County Capital Improvements.

Project Communications prior to Award shall be in writing, sent to:

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

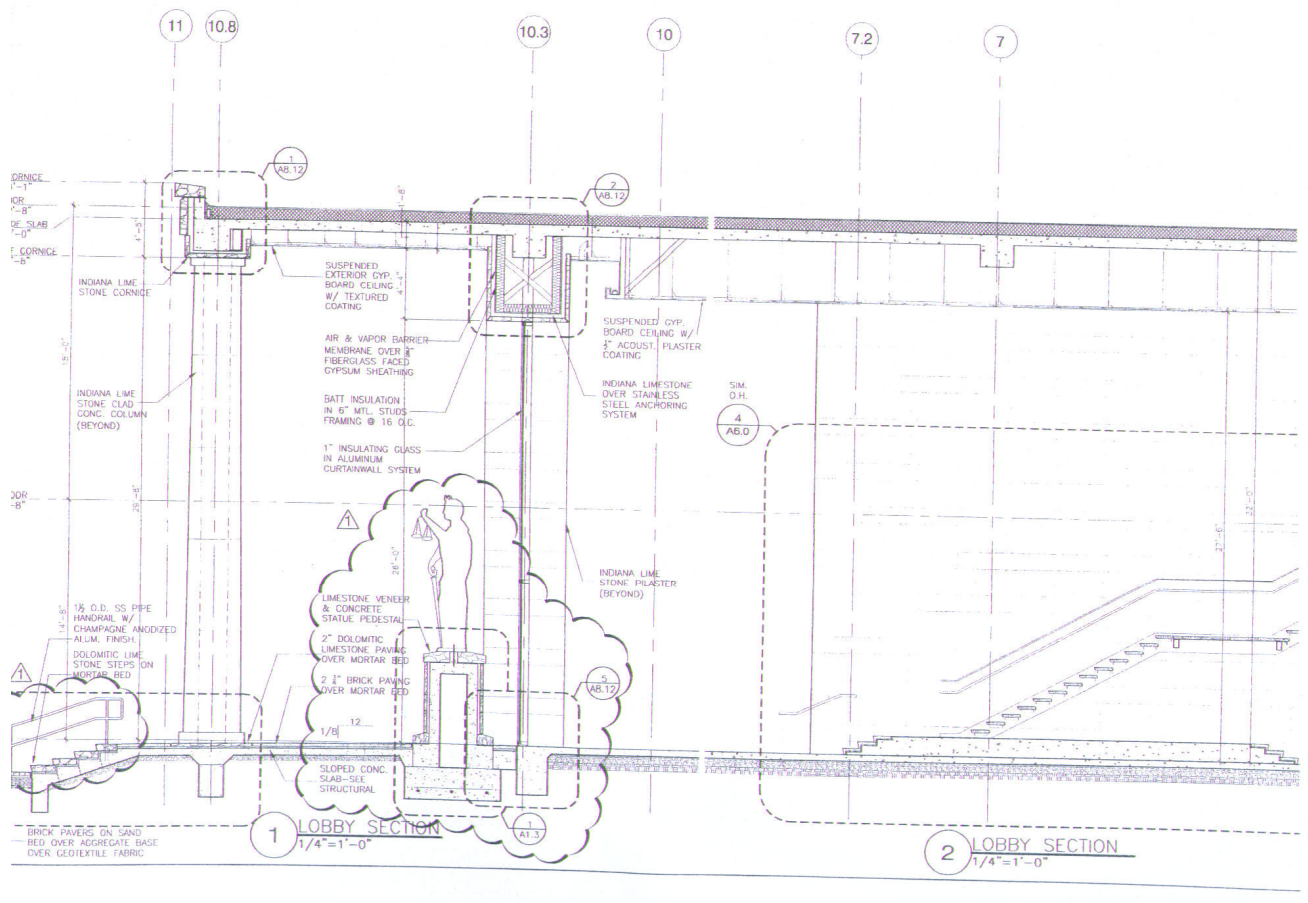
9.0 STATUE PHOTOGRAPHS



Note: Height of statue head to toe is approx 9 feet.



12.0 STATUE RELOCATION



Architect's Drawing Indicating New Location of Statue (Entry Portico of Judicial Center)
The base and foundation will be provided by the building contractor.

GUIDELINES

Request for Qualifications (RFQ)

1. Augusta, Georgia will not be liable for any **EXPENSES INCURRED** by respondents in their preparation of qualifications. Augusta reserves the right to reject any and all qualifications and to make an award that is determined to be in the best overall interests of Augusta, Georgia. Under no circumstance will any bid be accepted by fax or email. All RFQs must be labeled and received in the Procurement office by the due date and time. There will be no exceptions made for any late, lost by the post office or express carrier, or misdirected submittals. All bidders must submit a copy of the company's business licenses.
2. **JOINT QUALIFICATIONS** will be accepted; however, Augusta, GA reserves the right to select the most qualified underwriters.
3. Augusta reserves the right to make any **INQUIRIES** regarding any qualifications of any or all respondents and request additional information.
4. When submitting your proposal **FEE STRUCTURE**. Price information shall be separated from the proposal in a sealed envelope and opened only after the qualifications have been reviewed and ranked. The names of the respondents will be identified at the proposal opening; however, no proposal will be handled so as to permit disclosure of the detailed contents of the responses until after award of contract. A record of all responses shall be prepared and maintained for the files and audit purposes.
5. **PUBLIC INSPECTION**. The responses will be open for public inspection only after contract award. Proprietary or confidential information marked, as such in qualifications will not be disclosed without written consent of the offeror.
6. **EVALUATION AND SELECTION**. The request for qualifications shall state the relative importance of price and other evaluation factors that will be used in the context of qualification evaluation and contract award.
7. **SELECTION COMMITTEE**. A selection committee, minimally consisting of representatives of the procurement office, the using agency, and the Administrator's office or their choice shall convene for the purpose of evaluating the qualifications.
8. **PRELIMINARY NEGOTIATIONS**. Discussions with the offerors and technical revisions to the qualifications may occur. Discussions may be conducted with the responsible offerors who submit qualifications for the purpose of clarification and to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of qualifications and such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of information derived from qualifications submitted by competing offerors.
9. **FINAL NEGOTIATIONS AND LETTING THE CONTRACT**. The Committee shall rank the technical qualifications, submitted by each offeror, and may request final and best offers from the top ranked three firms if available. Award shall be made or recommended for award through the Augusta Administrator, to the responsible offeror whose qualifications is determined to be the most advantageous to Augusta, GA taking into consideration price and the evaluation factors set forth in the request for qualifications. Other factors or criteria shall be used in the evaluation. The contract file shall contain a written report of the basis on which the award is made/recommended. The contract shall be awarded or let in accordance with the procedures set forth in the request for qualifications. Other factors or criteria shall be used in the evaluation. The contract file shall contain a written report of the basis on which the award is made/recommended. The contract shall be awarded or let in accordance with the procedures set forth in the Augusta, Georgia Code.

10. **PROHIBITION AGAINST CONTINGENT FEES.** It shall be unethical for a person to be retained, or to retain a person, to solicit or secure the Augusta contract upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.
11. **RIGHT OF REJECTION.** We reserve the right to accept or reject any or all responses to this RFQ and to enter into discussions and/or negotiations with one or more qualified vendors at the same time, if such action is in the best interest of the Augusta Commission.
12. **REQUEST FOR QUALIFICATIONS.** Qualifications shall be handled in the same manner as the bid process as described above for solicitation and awarding of contracts for goods or services with the following exceptions:
 - (a) Only the names of the vendors making offers shall be disclosed at the opening.
 - (b) Content of the qualifications submitted by competing persons should not be disclosed during the process of the negotiations.
 - (c) Qualifications shall be open for public inspection after the award is made.
 - (d) Proprietary or confidential information, marked as such in each qualification package, shall not be disclosed without the written consent of the offeror.
 - (e) Discussions may be conducted with responsible persons submitting qualifications determined to have a reasonable chance of being selected for the award. These discussions will only be for the purpose of clarification to assure a full understanding of the solicitation requirement and responsiveness thereto.
 - (f) Nonmonetary revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offers.
 - (g) In conducting discussions with the persons submitting the qualifications, there shall be no disclosure of any information derived from the other persons submitting qualifications.
13. **CITY OF AUGUSTA COMMISSION RIGHT TO INCORPORATE QUALIFICATIONS INTO CONTRACT.** Upon acceptance of the vendor qualifications by the Augusta Commission, the vendor shall enter into a contract with Augusta to provide the services called out in this RFQ. This RFQ and the winning proposal shall be incorporated for reference into the contract.
14. **USE OF CONFIDENTIAL INFORMATION.** It shall be unethical for any Augusta employee or official knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated personal gain of any other person.
15. **PREFERENCE FOR LOCAL SUPPLIERS AND CONTRACTORS.**
 - (a) Augusta encourages the use of local suppliers of goods, services and construction products whenever possible. Augusta also vigorously supports the advantages of an open competitive market place. Nothing in this Section shall be interpreted to mean that the City Administrator or Purchasing Director is restricted in any way from seeking formal bids or proposals from outside the Augusta market area.
 - (b) When the quotation or informal bids selection method is used by the Purchasing Director or using agency head to seek firms to quote on Augusta commodity, service and construction products, local firms should be contacted, if possible, first. Then if the Purchasing Director or using agency head believes that there may not be at least three qualified informal bidders, quotes shall be sought from outside the Augusta market area.
 - (c) In the event of a tie of bid (see 1-10-43 (h)), when all other factors are equal, the City Administrator is encouraged to select the bid from within the local market area. The City Administrator shall retain the flexibility to make the award of contract to a bidder outside of the local market area if evidence supports collusive bidding in favor of a local source.
 - (d) The local vendor preference policy shall be applied when the lowest local bidder is within 5% or \$10,000, whichever is less, of the lowest non-local bidder. The lowest local bidder will be allowed to match the bid of the lowest non-local bidder; if matched, the lowest local bidder will be awarded the contract.

For purposes of this section, "local bidder" shall mean a business which:

- 1) Has had a fixed office or distribution point located in and having a street address within Augusta for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by Augusta; and
 - 2) Holds any business license required by the Augusta-Richmond County Code and
 - 3) Employs at least one (1) full time employee, or two (2) part time employees whose primary residence is in Augusta, or if the business has no employees, the business shall be at least fifty percent (50%) owned by one or more persons whose primary residence is in Augusta.
- (e) The Purchasing Director shall develop a program to routinely search out local firms that offer products or services which Augusta may purchase and encourage such firms to place themselves on the bidder's list.
- (f) The Purchasing Director shall work closely with Augusta's Disadvantaged Businesses.
- (g) Nothing in this section shall be interpreted to mean that the City Administrator may abrogate the provisions of O.C.G.A. 36-10-1 through 36-10-5, Public Works Contracts. This provision of the State Code requires that all County public works contracts of \$20,000 or more as defined therein, be publicly advertised before letting out the contract to the lowest bidder. Further, nothing in this section shall be interpreted to mean the City Administrator may abrogate the provisions of the Augusta-Richmond County Code requiring public advertising before letting certain contracts."

Section 2. This Ordinance shall become effective upon adoption.

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

Section 4. If any section, provision, or clause of any part of this Ordinance be declared invalid or unconstitutional, or if the provisions of any part of this Ordinance as applied to any particular situation or set of circumstances be declared invalid or unconstitutional, such invalidity shall not be construed to affect portions of this Ordinance not so held to be invalid, or the application of this Ordinance to other circumstances not so held to be invalid. It is hereby declared as the intent that this Ordinance would have been adopted had such invalid portion not be included herein.

This ordinance shall become effective May 16, 2006.



EXCEPTION SHEET

If the commodity (ies) and/or services proposed in the response to this bid is in anyway different from that contained in this proposal or bid, the bidder is responsible to clearly identify by specification section number, all such differences in the space provided below. Otherwise, it will be assumed that bidder(s) offer is in total compliance with all aspects of the proposal or bid.

Below are the exceptions to the stated specifications:

Date

Signature

Company

Title



STATEMENT OF NON-DISCRIMINATION

The undersigned understands that it is the policy of Augusta-Richmond County to promote full and equal business opportunity for all persons doing business with Augusta-Richmond County. The undersigned covenants that we have not discriminated, on the basis of race, religion, gender, national origin or ethnicity, with regard to prime contracting, subcontracting or partnering opportunities.

The undersigned covenants and agrees to make good faith efforts to ensure maximum practicable participation of local small businesses on the bid or contract awarded by Augusta-Richmond County. The undersigned further covenants that we have completed truthfully and fully the required forms regarding good faith efforts and local small business subcontractor/supplier utilization.

The undersigned further covenants and agrees not to engage in discriminatory conduct of any type against local small businesses, in conformity with Augusta-Richmond County's Local Small Business Opportunity Program. Set forth below is the signature of an officer of the bidding/contracting entity with the authority to bind the entity.

The undersigned acknowledge and warrant that this Company has been made aware of understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this Company;

That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;

That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made as part of and incorporated by reference into any contract or portion thereof which this Company may hereafter obtain and;

That the failure of this Company to satisfactorily discharge any of the promises of nondiscrimination as made and set forth herein shall constitute a material breach of contract entitling the City of Augusta to declare the contract in default and to exercise any and all applicable rights remedies including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and or forfeiture of compensation due and owing on a contract.

Signature of Attesting Party

Title of Attesting Party

Subscribed and sworn to before me
this _____ day of _____, 20__.

Notary Signature

Notary Public NOTARY SEAL

My commission expires: _____

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



CONFLICT OF INTEREST:

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

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

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

I, (vendor) _____ have read and understand the information contained in the bid specifications.

Vendor Name: _____

Address: _____

City & State: _____

Phone #: () _____ Fax # () _____

Signature: _____ Date: _____

Bid Item Number and Name: _____

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



Certification Statement Local Vendor Preference

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

- (1) That my company has a fixed office or distribution point located in and having a street address within Augusta for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by Augusta; and
- (2) That my company holds any business license required by the Augusta Richmond County Code for at least 6 months
- (3) That my company employs at least one (1) full time employee, or two (2) part time employees whose primary residence is in Augusta, or if the business has no employees, the business shall be at least fifty percent (50%) owned by one or more persons whose primary residence is in Augusta.
- (4) Attached is a copy of my Augusta Business License.

Company Name: _____

Address: _____

Business License Number _____

Phone Number: _____ Fax Number: _____

Owner's Name: _____ Signature: _____

Sworn to before me this _____ day of _____, _____

Notary Public for the State of _____ My Commission Expires _____

Notary Public Signature _____ Printed Name: _____

VENDOR DO NOT COMPLETE

To be completed by Authorized City Representative from Augusta Richmond County Procurement Department:

Vendor Certified: _____ Date: _____
Authorized Signature

To be approved as a local bidder and receive bid preference on an eligible local project, this certificate and a copy of your local business license must be submitted with your bonafide RFQ package.



REQUEST FOR QUALIFICATIONS

City of Augusta Procurement Dept
530 Greene Street Suite 605
Augusta, Georgia 30901

Business Location: (Check One)
☐ Augusta Richmond County

ATTN: Procurement Director

☐ Other (Please attach copy)

Name of Bidder: _____

Street Address: _____

City, State, Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Do You Have A Business License In The State Of Georgia? (Check One) Yes: ☐ No: ☐

Licensed By What City/County _____

Business License #: _____ Fed Tax Id #: _____

Acknowledgement Of Addendum: Check and Initial the appropriate box:

Addenda 1 _____ Initial _____

Addenda 5 _____ Initial _____

Addenda 2 _____ Initial _____

Addenda 6 _____ Initial _____

Addenda 3 _____ Initial _____

Addenda 7 _____ Initial _____

Addenda 4 _____ Initial _____

Addenda 8 _____ Initial _____

THE UNDERSIGNED PROPOSES TO FURNISH THE FOLLOWING ITEMS IN STRICT CONFORMANCE TO THE BID/RFQ SPECIFICATIONS AND BID/RFQ INVITATION ISSUED BY THE CITY OF AUGUSTA FOR THIS BID. ANY EXCEPTIONS ARE CLEARLY MARKED IN THE ATTACHED COPY OF BID/RFQ SPECIFICATIONS:

Signature: _____ Date: _____

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

Bid/RFP/RFQ # _____

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Augusta Richmond County Board of Commissioners, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Augusta Richmond County Board of Commissioners at the time the subcontractor(s) is retained to perform such service.

E-Verify * User Identification Number

Company Name

BY: Authorized Officer or Agent
(Contractor Signature)

Date: _____

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

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

For additional information: **State of Georgia**

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
_____ DAY OF _____, 200_____

http://www.dol.state.ga.us/pdf/rules/300_10_1.pdf
<https://e-verify.uscis.gov/enroll/>

Notary Public
My Commission Expires:

NOTARY SEAL

MUST BE RETURNED WITH YOUR SUBMITTAL

Rev. 8/26/09

Bid/RFP/RFQ# _____

SUBCONTRACTOR AFFIDAVIT

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

E-Verify * User Identification Number

Company Name

Date: _____

BY: Authorized Officer or Agent
(Contractor Signature)

Title of Authorized Officer or Agent of Contractor

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

Printed Name of Authorized Officer or Agent

For additional information: **State of Georgia**

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
_____ DAY OF _____, 200_____

http://www.dol.state.ga.us/pdf/rules/300_10_1.pdf
<https://e-verify.uscis.gov/enroll/>

Notary Public
My Commission Expires:

NOTARY SEAL

MUST BE RETURNED WITH YOUR SUBMITTAL

If there are no subcontracting opportunities, please fill out the form (N/A, sign, date and notarize).

Rev. 8/26/09



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

NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR

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

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), _____ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

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

Signature of Attesting Party

Title of Attesting Party

Sworn to and subscribed before me this _____ day of _____, 200__.

Notary Signature

Notary Public: _____

County: _____

Commission Expires: _____

NOTARY SEAL

Failure to properly execute the above affidavit must be considered grounds for rejecting vendor submittal



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

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

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

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), _____ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

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

Signature of Attesting Party

Title of Attesting Party

Sworn to and subscribed before me this _____ day of _____, 200__.

Notary Signature

Notary Public: _____

County: _____

Commission Expires: _____ NOTARY SEAL

Failure to properly execute the above affidavit must be considered grounds for rejecting vendor submittals
If there are no subcontracting opportunities, please fill out the form (N/A, sign, date and notarize).

AUGUSTA-RICHMOND COUNTY LOCAL SMALL BUSINESS OPPORTUNITY PROGRAM
GOOD FAITH EFFORTS
SUBCONTRACTOR & SUPPLIER CONTACT FORM

Attention Bidder/Proponent: List all subcontractors or suppliers that were contacted regarding this project. Use additional sheets as necessary.

Name of Subcontractor/Supplier	Subcontractor/Supplier Name, Address and Phone Number	Augusta-Richmond Co. Business License? (Yes or No)	Scope of Work Solicited	Local Small Business?	ARC LSBOP Registration No.	Results of Contact

Bidder/Proponent's _____ Project Name: _____ RFQ#: _____

Signature: _____ Date: _____

This form **MUST** be submitted with RFQ package
If there are no subcontracting opportunities the form must be executed (write N/A, sign, date and return).
 Questions: Contact Ms. Yvonne Gentry –Office: (706) 821-2406 or Fax: 706 821-4228

AUGUSTA-RICHMOND COUNTY LOCAL SMALL BUSINESS OPPORTUNITY PROGRAM **LSB SUBCONTRACTOR / SUPPLIER UTILIZATION PLAN**

Attention Bidder/Proponent: List all ARC Registered Local Small Business subcontractors/suppliers, including lower tiers, to be used in the Project.

Name of Subcontractor/Supplier	Company Name, Address and Phone Number	Scope of Work to be Performed	ARC Business License? Yes or No	ARC LSBOP Registration No. and Expiration Date	Dollar (\$) Value of Work	Percentage of Total Bid Amount

Company Name _____ Project Name: _____ Contract #: _____
 Signature: _____ Date: _____

*This form **MUST** be submitted with RFQ package*
If there are no subcontracting opportunities the form must be executed (write N/A, sign, date and return).
 Questions: Contact Ms. Yvonne Gentry –Office: (706) 821-2406 or Fax: 706 821-4228

AUGUSTA-RICHMOND COUNTY - LOCAL SMALL BUSINESS OPPORTUNITY PROGRAM

MONTHLY SUBCONTRACTOR/SUPPLIER UTILIZATION REPORT

List all subcontractors/suppliers, including lower tiers, to be used on this project.

PROJECT NAME _____ PROJECT NO. _____ BASE BID \$ _____

REPORT PERIOD FROM _____ TO _____, 20____ PROPOSED LSB UTILIZATION _____ %

NAME OF SUB-CONTRACTOR/ SUPPLIER	COMPANY NAME, ADDRESS, AND PHONE #	CONTRACT AMOUNT	TYPE OF WORK PERFORMED	LSB BUSINESS YES/NO	AMOUNT EARNED THIS PERIOD	AMOUNT EARNED TO DATE	PERCENTAGE OF TOTAL BID AMOUNT
TOTALS							

Total LSB% _____

CONTRACTOR: _____ AUTHORIZED SIGNATURE _____ DATE _____
 PAY REQUEST NO. _____ PERCENTAGE OF TOTAL CONTRACT COMPLETED TO DATE _____ %

This form is to be returned by the successful vendor only – MONTHLY after RFQ is awarded.

Questions: Contact Ms. Yvonne Gentry –Office: (706) 821-2406 or Fax: 706 821-4228

HEERY

Date: November 4, 2009
To: Geri Sams
From: Don Green
Subject: RFQ Item #09-108A
Restoration and Relocation of Lady Justice Statue
File:
Distribution: Bob Munger
Lindsay Johnson
Nancy Williams

MEMORANDUM

On February 26, 2009, the Historic Preservation Commission granted permission to move the Lady Justice statue from the current location in the back of the Municipal Building to the new Judicial Center. To accomplish this, the statue would need to be removed, restored and relocated by a firm specializing in this type of work.

A Request for Qualifications (RFQ) was prepared and sent out on March 26, 2009 and submittals were due on May 12, 2009. All of the submittals that were received were determined to be non-compliant.

A revised Request for Proposal (RFP) was issued to the same three firms on September 25, 2009, requesting final submissions on October 9, 2009. Only one of the three submittals received was deemed to be compliant.

A selection committee was formed to review and recommend approval to the Commission of the final submission. The committee included Erick Montgomery from Historic Augusta, Bob Woodhurst from The Woodhurst Partnership, Don Green from Heery International, and a representative from the Augusta Procurement Department.

The selection committee convened on November 3, 2009 and reviewed the proposals, tallied the scores and unanimously recommends that the contract be awarded to Conservation Solutions in the amount of \$39,754.

REQUEST FOR QUALIFICATIONS

Request for Qualifications will be received at this office until Friday, October 9, 2009 @ 3:00 p.m. a.m. for furnishing:

RFQ ITEM #09-108A Restoration and Relocation of Lady Justice Statue

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

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

RFQ documents may be examined at the office of the Augusta, GA Procurement Department, 530 Greene Street – Room 605, Augusta, GA 30901. **All questions must be submitted in writing to the office of the Procurement Department by fax at 706-821-2811 or by mail.** No RFQ will be accepted by fax, all must be received by mail or hand delivered.

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

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

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

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

GERI A. SAMS, Procurement Director

cc:	Tameka Allen	Interim Deputy Administrator
	Don Green	Heery International
	Bob Munger	Heery International

RFQ Item #09-108A Restoration & Relocation of Lady Justice Statue for the City of Augusta - Public Services - Facilities Management Division RFQ Opening Date: Friday, October 9, 2009 @ 3:00 p.m.			
VENDORS	ORIGINAL	6 COPIES	PRICE PROPOSAL
Andree Studios Inc. 135 Krag Street NE Atlanta, GA 30307	NON-COMPLIANT CONTRACTOR AFFIDAVIT & AGREEMENT MISSING E-VERIFY NUMBER		
Conservation Solutions 833 East Palace Avenue Santa Fe, NM 87501	YES	YES	YES
Robinson Iron P.O. Box 1119 Alexander City, AL 35011	NON-COMPLIANT RFQ FORM: MISSING BUSINESS LICENSE INFORMATION (NO COPY INCLUDED) SUBCONTRACTOR AFFIDAVIT: PRIME DID NOT SIGN/DATE/NOTARIZE NON-COLLUSION AFFIDAVIT OF SUB: PRIME DID NOT SIGN/DATE/ NOTARIZE LOCAL SMALL BUSINESS FORMS: GOOD FAITH EFFORT AND SUPPLIER UTILIZATION: PRIME DID		
Allen Architectural Metals 100 Homer Drive Talladega, AL 35161			
Andree Studios Inc. 135 Krag Street NE Atlanta, GA 30307			
Castlerock Cleaning P.O. Box 222 Alto, MI 49302			
E & D Coating Inc 2001 Mills B Lane Blvd Savannah, GA 31405			
Fab Man 1116 McClelen Way Decatur, GA 30033			
Horizon Construction P.O. Box 798 Evans, GA 30809			
Stuart Dean Co Inc 2095 Liddell Drive Atlanta, GA 30324			

Criteria for evaluating proposals:

Conservation Solutions
833 East Palace Avenue
Santa Fe, NM 87501

1. Qualifications (60 pts)

- Does the conservator demonstrate a clear understanding of the project?
- Is the work plan realistic, thorough, and of high quality?
- Is the proposed treatment method safe?
- Do the proposed personnel have the appropriate experience and qualifications?
- Do the conservator's availability and proposed schedule meet the project requirements?
- Is the cost commensurate with the proposed restoration method and within the budget?

60

60

Price Proposal (40 pts): Provide on letterhead in a separate sealed envelope.

40

40

TOTAL

100

100

Comments:

C ANDREE DAVIDT
555 OLD NC HWY 226
SPRUCE PINE NC 28777

STUART DEAN CO INC
ATTN JAMIE ARNTZEN
2095 LIDDELL DRIVE NE
ATLANTA GA 30324

ROBINSON IRON
ATTN LUKE ROBINSON
PO BOX 1119
ALEXANDER CITY AL 35011

CASTLEROCK CLEANING
ATTN RON DRISKELL
PO BOX 222
ALTO MI 49302

ALLEN ARCHITECTURAL METALS
ATTN DARLENE LYNN
100 HOMER DRIVE
TALLADEGA AL 35161

CONSERVATION SOLUTIONS INC
ATTN PATTY MILLER
833 EAST PALACE AVENUE
SANTA FE NM 87501

HORIZON CONSTRUCTION
ATTN HENRY HENDERSON
PO BOX 798
EVANS GA 30809

ANDREE STUDIOS INC
ATTN MIKE ANDREE
135 Krag Street NE
ATLANTA GA 30307

FAB MAN
ATTN STEVE JONES
1116 MCCLELEN WAY
DECATUR GA 30033

YVONNE GENTRY
DBE COORDINATOR
500/HATCHER BUILDING

BOB MUNGER
HEERY INTERNATIONAL
500/HATCHER BUILDING

HEERY INTERNATIONAL
ATTN DON GREEN
999 PEACHTREE STREET NE
ATLANTA GA 30309

E&D COATING INC
ATTN JED DEES
2001 MILLS B LANE BLVD
SAVANNAH GA 31405

MERITON INTERNATIONAL
ATTN ANDREA CROSS
4615 SOUTHSORE ROAD
STELLA ON 98109

RFQ 09-108A MAILED 9/25/2009

RFQ 09-108A
RESTORATION & RELOCATION
OF LADY JUSTICE STATUE
FOR CITY OF AUGUSTA
RFQ DUE FRI 10/9/09 @ 3:00 P.M.

FYI: Process Regarding Request for Proposals and Request for Qualifications

§ 1-10-43

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

- (3) The character, integrity, reputation, judgment, experience, and efficiency of the bidder,
- (4) The quality of performance on previous contracts,
- (5) The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services,
- (6) The sufficiency of the financial resources of the bidder relating to his ability to perform the contract,
- (7) The quality, availability, and adaptability of the supplies or services to the particular use required, and
- (8) The number and scope of conditions attached to the bid by the bidder.

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

(Ord. No. 6939, § 16, 1-2-07)

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

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

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

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

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

Sec. 1-10-45. Sealed proposals.

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

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

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

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

FYI: Process Regarding Request for Proposals
and Request for Qualifications

GENERAL GOVERNMENT

§ 1-10-46

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

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

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

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

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

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

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

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

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

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

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

T1:147

**LUMP SUM AGREEMENT FOR
RESTORATION & RELOCATION of LADY JUSTICE STATUE**

BETWEEN

Augusta, Georgia, a political subdivision of the State of Georgia

Acting by and through the
Richmond County Commission

Hereinafter Referred to as Owner

AND

Conservation Solutions, Inc.
Hereinafter Referred to as Contractor

PROJECT:

Restoration & Relocation of Lady Justice Statue
for the Augusta-Richmond County Judicial Center

DATE: December 1, 2009

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LUMP SUM AGREEMENT
August 7, 2006

Owner and Contractor mutually agree as follows:

1. **BASIC SERVICES.** Contractor shall provide to the Owner, for the Restoration & Relocation of Lady Justice Statue for the Augusta-Richmond County Judicial Center, the certain services as described in Attachment A, Basic Services, for the Project, attached hereto and incorporated herein. Unless specified in Attachment A, Basic Services, any further service required of Contractor shall be considered Additional Services in accordance with Article 4.
2. **OWNER'S RESPONSIBILITIES.** The Owner shall provide full information regarding his requirements for the Project.

The Owner shall provide access to remove the statue from the existing location and to the new location at the Judicial Center, along with any existing reports as may be necessary for the Project at the Owner's expense.

The Owner will be assisted by their Construction Program Manager (CPM), who is under a separate contract with the Owner. The CPM will represent the Owner and function as the primary point of contact for the Contractor for all matters, except as designated otherwise, in writing, by the Owner or CPM.

3. **COMPENSATION.** For the Basic Services under this Agreement, Contractor shall be paid as total basic compensation the Lump Sum of thirty nine thousand seven hundred and fifty four dollars (\$39,754.00), which shall be paid in installments that correlated to the percentage completion of the work.

Payments under Articles 3 and 4 shall be due and payable upon presentation of Contractor's invoices to the Owner, but not later than thirty days after such presentation.

No deductions shall be made from Contractor compensation on account of any claim of Owner, or any liquidated damages, retainage or other sums claimed or withheld by the Owner from payments to contractors, design consultants, or others.

In the event any invoice submitted by Contractor for services rendered or Reimbursable Expenses is not paid within sixty days from receipt of the invoice, Contractor shall have the right to cease or suspend all performance required under this Agreement until the invoice is paid in full. Notwithstanding anything herein to the contrary, such cessation or suspension of work by Contractor shall not be deemed a breach of this Agreement in whole or in part. The decision by Contractor not to cease or suspend performance if there is a non-payment shall not constitute a waiver of its right to stop work as long as a non-payment condition exists.

Compensation does not include local, state or federal sales, use, gross receipts, excise, personal property or other similar taxes or duties with respect to the Services, and any such taxes or duties shall be assumed and paid for by the Owner.

4. **ADDITIONAL SERVICES.** Contractor shall perform Additional Services upon mutual, written consent of the Owner and Contractor and upon written authorization to proceed from the Owner.

5. **PERIOD OF PERFORMANCE.** The period of performance under this Agreement shall begin upon receipt of a Notice to Proceed from the Owner. Work shall be prosecuted in accordance with Attachment B, Project Schedule, with the understanding that time is of the essence of this Agreement. If the Project is delayed through no fault of the Contractor, all specific dates noted in the Schedule that are affected by the delay will be adjusted by the number of calendar days of the delay. Furthermore, if the Owner materially revises the Project, a reasonable time extension shall be negotiated between the Contractor and the Owner.
6. **MUTUAL INDEMNITY.** Contractor agrees to indemnify and hold harmless the Owner and its officers, agents and employees from any injury, loss, expense or damage to any person or to property, tangible or intangible, to the proportionate extent attributable to a negligent act by Contractor in connection with the performance of its services under this Agreement.

The Owner agrees to indemnify, hold harmless, and defend Contractor and its officers, agents and employees from any injury, loss, expense or damage to any person or to property, tangible or intangible, to the proportionate extent attributable to any negligent or willful act by the Owner in connection with the performance of this Agreement.

Contractor shall not be responsible for the acts or omissions of any contractor, subcontractor, or design consultant used with respect to the Project or the adequacy or accuracy of any part or all of the Project design.

Contractor and the Owner shall not be liable to each other for any delays in the performance of their obligations and responsibilities occurring beyond their reasonable controls and/or without their fault or negligence, including but not limited to, any of the following events or occurrences: fire, flood, earthquake, epidemic, atmospheric condition of unusual severity, war, and strikes. However, in the event of any such delays, the Period of Performance under Article 5 shall be extended by a period of time corresponding with the period for which the Work was delayed and Contractor shall be entitled to an equitable adjustment in its Compensation.

The above indemnities shall survive expiration or termination of this Agreement.

7. **OWNERSHIP OF DOCUMENTS.** Upon termination or expiration of this Agreement, Contractor shall upon written request from the Owner return to the Owner all documents and records provided by the Owner, and any information or materials derived therefrom, which are in Contractor's possession or control. However, Contractor shall be allowed to make copies of such documents, records, information and material.
8. **STANDARD OF CARE.** Contractor covenants with the Owner to furnish its professional skill and judgment with due care in accordance with the generally accepted standards of topographical surveying practice and in accordance with the federal, state and local laws and regulations which are applicable to the performance of the Services and which are in effect on the date of this Agreement. Notwithstanding any other provision to the contrary, except for the express covenant regarding the above described standard of care, Contractor neither makes, nor offers, nor shall Contractor be liable to the Owner for, any express or implied warranties with respect to the performance of Contractor's Services. Contractor shall not be regarded as a guarantor with respect to any work product provided hereunder.
9. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Georgia.
10. **ASSIGNMENT AND DELEGATION.** Neither party may assign any rights or delegate any duties under this Agreement without the express prior written consent of the other, with the

exception of the account receivables which may arise from this Contract that Contractor may assign in its normal course of business.

11. **TERMINATION.** Either party may terminate this Agreement for any reason by giving the other party written notice at least fifteen days prior to the effective date of termination. In the event of termination by Owner, the Owner shall pay Contractor for all amounts not previously billed and due to Contractor as of the effective date of termination, and all reasonable termination expenses.
12. **INFORMATION OR PRODUCT USAGE.** Contractor shall provide the Services under this Agreement as an independent contractor. It is expressly understood that how and for what purpose the Owner shall use any information or products generated by Contractor under this Agreement is not within the control of Contractor. Contractor assumes no responsibility for the ultimate suitability of the information or products or for the ultimate consequences or liability resulting from use in a manner contrary to the Contractor's intent.
13. **EXTENT OF AGREEMENT.** This Agreement represents the entire and integrated agreement between the Owner and Contractor and supersedes all prior negotiations or representations of each party, and shall be amended only by a writing signed by both parties.
14. **THIRD PARTIES.** This agreement is not intended to create nor shall it be construed as creating any contractual relationship or obligations between Contractor and any third party, including but not limited to any Construction Program Manager or any Contractor, except where expressly stated herein. Nothing contained in this Agreement, nor the performance of the parties hereunder shall inure to the benefit of any third party. Neither party may assign any rights or claims arising under this Agreement to any third party without the other party's written consent.
15. **NOTICE.** Notices hereunder shall be delivered personally or by mail, postage prepaid, certified or registered, return receipt requested, to the address of the receiving party set out below.
16. **DISPUTE RESOLUTION.** If a dispute arises out of or relates to this Agreement, or its alleged breach, and if that dispute has not been settled through direct discussions within a reasonable period, the parties to this Agreement agree to first endeavor to settle the dispute in an amicable manner by submitting the dispute to a mutually acceptable mediator under the Construction Industry Mediation Rules of the American Arbitration Association, before having recourse to a judicial forum. Should mediation of disputes prove unsuccessful, the parties to this Agreement agree that the matter(s) in question will be decided in the Superior Court of Richmond County, Georgia. By signing this Agreement, the Design Consultant waives any right to contest the venue in the Superior Court of Richmond County, Georgia

This Agreement executed the day and year first written above.

OWNER

**Augusta, Georgia, a political
Subdivision of the State of Georgia
Acting by and through the
Richmond County Commission**

CONTRACTOR

**Conservation Solutions, Inc.
a Contracting Firm
Licensed in the State of Maryland**

By: _____

Deke S. Copenhaver

Mayor

By: _____

Joseph Sembrant

President and Senior Conservator

Attest

ATTACHMENT A BASIC SERVICES

Basic Services to be executed under this Agreement include the scope of work described in the Request for Qualifications (RFQ Item #09-108A) and the following as described in the Contractor's proposal:

SCOPE OF WORK

PHILOSOPHY

The scope of work as identified on page 14 of 34 in the RFP is:

- Assess structural integrity of the sculpture
- Assess surface conditions
- Describe general appearance and condition
- Propose a plan for restoration, including a detailed description of the methods and materials, time frame, personnel, and safety precautions
- Implement the plan
- Relocate the statue and install completely in location indicated in attached Exhibit, coordinating installation with Owner's Rep and Construction Manager for the new Augusta Judicial Center. The tentative timeframe for installation is December, 2010. Store statue in secure, weatherproof, insured location until time for installation at main entry portico of the new Judicial Center.
- Propose a plan for written and photographic documentation of the restoration process.
- Include liability insurance coverage.

The goals of the intended assessment and subsequent restoration emphasize minimal intervention by using the least aggressive means possible to achieve the most successful conservation results. To achieve such results it will be necessary to test each recommended procedure to determine which approach is most appropriate for the artifact and most acceptable to the owner or the owner's representative. Therefore, when a procedure is recommended, it will only be instituted once the proper testing has been performed and the owner or the owner's representative has approved the results. For this reason, it should be noted that although we may recommend a specific treatment, the ultimate decision would be placed in the hands of the owner or the owner's representative.

GUIDELINES

The work for the project will follow guidelines set forth by the following organizations:

- United States Department of the interior, National Park Service, "The Secretary of the Interior's Standards for the treatment of Historic Properties",
- American Institute for Conservation of Historic and Artistic Works (AIC), "Code of Ethics" and "Guidelines for Practice."

INSPECTION

The Contractor will perform an assessment of the materials and existing conditions of the sculpture. Work will begin with a review of any historic documentation of the sculpture provided by the client and in our company records. A conservator will then perform an inspection of the sculpture. Inspections will include reviews of the new site conditions and detailed observations of the materials and conditions of the sculpture including surface conditions and general appearance/condition. Where necessary, a borescope will be used to observe interior conditions to determine the presence, condition, and structural integrity of the interior armature system if possible.

ASSESSMENT AND PLAN FOR RESTORATION

At the completion of the inspection the observations will be incorporated in a condition assessment report/plan for restoration. The report/plan will include baseline descriptions of the sculpture including definitions of the materials, inscriptions and any relevant history gathered from the documentary review. The report/plan will also detail any observed deterioration and its likely cause. Photomicrographs of paint/gilding stratifications (if present) will be provided and a Munsell number will be provided for the earliest extant color(s) present on the sculpture. Annotated photographs will be included in the report/plan to illustrate the conditions. The goal will be a thorough understanding of construction of the sculpture and its current state of deterioration and the likely causes.

A series of recommendations for treatment will be developed and included in the report/plan. They will be intended to define the means of preservation of the sculpture, including repairs to the copper skin, and structural repairs. The goals will be to determine the most effective means of conserving the sculpture using the lowest level of intervention to achieve the most effective results. Recommendations will include the removal of the sculpture for treatment, coating removal techniques, possible repair and anchoring options, and the application of a proper patina and coating system.

A project specific hazard assessment and safety plan will be developed and included in the report. It will identify potential safety concerns associated with the proposed work and provide guidance in mitigating and avoiding risk. CSI is proud of its commitment to safe work practices. Staff members take OSHA general and task specific training. We maintain high standards for our employees and sub-contractors, each of whom must adhere to our safety and drug-free workplace plans. Our insurance factor is one of the lowest in the industry, a testament to the success of our safety commitment.

Prior to the start of work, all necessary documents including a certificate of insurance will be submitted. During the course of work, the client will be updated on a weekly basis through clear and concise update reports that will be both in written and photographic form.

TREATMENT (ANTICIPATED)

Depending upon the results of the investigation and the plan that is approved by the client, the treatment may consist of the following:

Removal

The copper sculpture will be adequately padded and hoisted from the site using a long reach fork lift. The existing mounting will be lifted from the base or cut without damaging the copper skin. The sculpture will be protected and cradled in a wooden shipping crate. The crate will be loaded on an enclosed truck and the sculpture will be transported to our workshop/studio in District Heights, MD. Debris associated with the work will be removed from the site. ONLY the copper sculpture will be removed. The granite base and concrete pad will not be removed. The Contractor will not be responsible for the removal or disposal of the existing base.

Iron Armature

The condition of the pipe and strap iron will be assessed. Severely corroded elements will be brought to the client's attention and a plan for its potential restoration will be generated and submitted to the client for approval. All armature-to-armature and skin-to-armature attachment points will also be assessed as well and a plan for their restoration will be submitted to the client for approval. It should be noted that this proposal does not make provisions for repairs to the internal

armature system other than to clean and coating as described below. The condition of these components and their potential repair options are not possible to determine without performing an in-depth investigation by opening up the sculpture or by the use of a borescope and obviously cannot be known until the completion of the required assessment.

Cleaning and Corrosion Removal on the Interior of the Sculpture

Assuming that the condition of the interior armature is structurally sound, it would be cleaned by water-jet blasting at 3500 psi with a turbo-tip nozzle to remove loose corrosion products and built-up debris. After inspection of the condition of the ironwork it will be coated with a sequence of Cortec corrosion resistant products. The cleaned iron will be prepared with VpCL CorrVerter, a chelating passivating agent, followed by top coating with VpCL-387 high build corrosion inhibiting coating. This treatment sequence integrates advances in vapor phase corrosion inhibiting research. It will require a lower level of intervention, with less environmental and safety concerns than traditional sand blasting and coating methods. It is ideally suited to the semi-protected conditions of the statue interior.

This approach can be reviewed with the architect and/or client and an alternate method can be selected that best serves the object's interests once access is gained to the interior of the sculpture and the condition of the existing armature can be properly assessed.

Cleaning of Exterior of Copper Sheetting

Areas to be restored by soldering or through heat treatments will be stripped of surface oxidation as needed to effectively perform the work. Aggressive removals of surface oxidation will only occur at locations requiring such work and will be minimized to the smallest area possible. Surface soiling and loose corrosion products will be removed by washing with Orvus anionic detergent follow by thorough moderate pressure washing using 15 degree fan tips at 2500 psi nozzle pressure. Cleaning patterns, dwell time and tip-to-surface distance will be controlled to assure consistent cleaning without excessive or inconsistent removals. The goal will be the preservation of the existing weathered patina while reducing streaking and differential coloration.

Copper Skin

The goal of the treatment will be to recreate the improper beam on the balance scale, properly reattach the scale to the hand, resolder open or cracked solder joints, and repatinate the copper to match adjacent areas and aesthetically integrate the all areas of the sculpture.

Deformed sheets will be carefully hammered and planished to re-establish their original three-dimensional configuration. If possible, this will be performed in-situ without removing the sheets. Dimples and local deformations will be similarly hammered out. Holes will be re-formed and soldered closed or patched with new copper sheets if needed. New copper will match the original in dimensional thickness and purity.

Patination and Surface Treatment

We are recommending preservation with adjustment of the existing patina and the use of a microcrystalline wax to help protect the surface. The patina of the copper skin will be adjusted after completion of restoration work on the statue. The goal will be the chemical adjustment of the existing patina to remove streaking and unsightly disfiguring coloration while retaining the overall historic coloration. New copper work will be patinated to match the historic.

Streaking and discolored areas of the historic surfaces will be chemically hot patinated to match the overall tones of the statue using traditional methods. Liver of sulfur and ammonium sulfide solutions will be applied to surfaces heated with propane torches in numerous and repeated applications until the appropriate rich brown/black tone are developed. Excess chemicals will be rinsed from the surface when treatment is complete.

Re-installation

At the completion of the restoration work, the sculpture will be stored in a secure, weatherproof, insured location until time for installation at main entry portico of the new Judicial Center.

On or about December 2010, the restored statue will be padded and stabilized to allow for transport, laid in its transport crate, and trucked to Augusta, GA. The statue will be relocated and installed at the New Judicial Center, coordinating installation with Owner's Rep and Construction Manager for the new Augusta Judicial Center.

This proposal includes costs to build and install the components necessary to secure the sculpture its new base and the lifting and installation of the statue on to the base. No costs have been included for engineered drawings of the internal armature of the sculpture and the mating components to its new base or for fabrication and installation of any of the base elements. If these are required, we would be happy to provide a cost for this service. Additionally, all parking coordination and permits necessary to perform this work will be provided by the County.

DOCUMENTATION TO AIC STANDARDS

A final treatment report will be submitted which will explain the materials and methods that were used to restore the sculpture and also include a maintenance plan for the continued upkeep of the sculpture. Overall and detailed images of each treatment item and phase will be taken in digital format. Labeled images will be referenced in the text to the appropriate written descriptions.

Although not part of the current scope, the Contractor would also be happy to train the maintenance staff in the proper housekeeping of the sculpture to help keep it looking presentable and to prevent any misguided maintenance work.

ATTACHMENT B
PROJECT SCHEDULE

Schedule Activity	Timeframe (Approximate)
Notice to Proceed	December 2009
Initial Assessment and Remove Sculpture	January 2010
Perform Restoration	April 2010
Treatment Report	May 2010
Re-Installation	December 2010



**Engineering Services Committee Meeting
11/23/2009 12:40 PM
Option for Easement**

Department: Law

Caption: Motion to approve an Option for the purposes of acquiring an Easement between Barbara Sims as Executrix for the Estate of Fred M. Sims, as owner, and Augusta, Georgia, as optionee, in connection with the 10156-Gordon Highway 16 Inch Water Main Project, (82,213 sq. ft.), more or less, of permanent access, utility and maintenance easement and (41,340 sq. ft.), more or less, of temporary construction easement from property located at 2701 Gordon Highway, private, at the purchase price of \$20,358.00.

Background: The property owner has agreed to convey a certain right-of-way and easement to Augusta, Georgia, for the 10156-Gordon Highway 16 Inch Water Main 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: FUNDS AVAILABLE IN THE FOLLOWING ACCOUNT(S) 510043410-5411120 80310156-5411120

REVIEWED AND APPROVED BY:

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

**AUGUSTA, GEORGIA
OPTION FOR EASEMENT**

PROJECT: 10156 – Gordon Highway 16 Inch Water Main
Augusta Utilities Department

PARCEL IDENTIFICATION NUMBER: 080-0-001-00-0 **ADDRESS:** 2701 Gordon Highway

THIS INDENTURE made and entered into this 22 day of SEPT 2009, between **Barbara Sims as Executrix for the Estate of Fred M. Sims**, hereinafter referred to as OWNER, and **Augusta, Georgia**, a political subdivision under the laws of Georgia, hereinafter referred to as AUGUSTA;

WITNESSETH, that Owner, for and in consideration of ONE DOLLAR (\$1.00), the receipt whereof is hereby acknowledged, and in consideration of the benefits derived by said Owner from the proposed Project mentioned herein, Owner agrees to be bound, and to bind their representatives, assigns and heirs as follows:

If Augusta shall, within one hundred and twenty (180) days from the date first written above, pay the sum of \$20,358.00 the Owner agrees to execute and deliver to Augusta easements to the hereinafter described parcel of land.

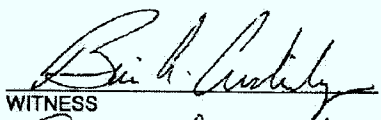
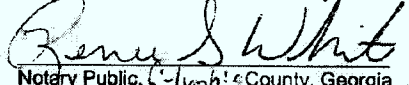
Said easement consists of 82,213 Square Feet, more or less, of permanent access, utility and maintenance easement and 41,340 Square Feet, more or less, of temporary construction easement, as shown as "Easement Parcel No. 4" on sheets 3, 4 and 5, of a plat prepared by James G. Swift & Associates, dated March 19, 2008, attached hereto and made a part hereof, to which reference is made for a more accurate and complete description of the metes, bounds and courses, and being for the purpose of laying, relaying, installing, adding, extending, operating, repairing and maintaining pipelines transporting and carrying utility services.

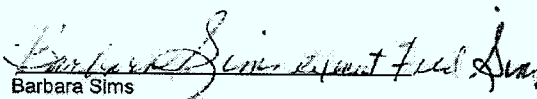
And no agreement that would adversely affect these rights has been, or will be, made within the option period.

IN WITNESS WHEREOF, Owner has set her hand and seal, the day and year first above written.

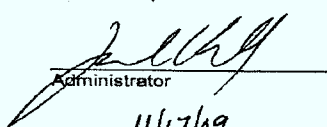
Signed, Sealed and Delivered in the presence of:

WITNESS



Notary Public, Cherokee County, Georgia
My Commission Expires: February 15, 2013


Barbara Sims
As Executrix for the Estate of Fred M. Sims

Accepted by:
AUGUSTA, GEORGIA


Administrator

Date

11/17/09



**Engineering Services Committee Meeting
11/23/2009 12:40 PM
Option for Easement**

Department:	Law
Caption:	Motion to approve an Option for the purposes of acquiring an Easement between Georgia Vitrified Brick & Clay Co., as owner, and Augusta, Georgia, as optionee, in connection with the 10153-Gordon Highway 24 Inch Water Main Project and the 10156-Gordon Highway 16 Inch Water Main Porject, a permanent utility, maintenance and access easement of (51,160 sq. ft.) (1.17ac), more or less, purposed for laying, relaying, installing, adding, expanding, extending, operating, repairingand maintaining pipeline transporting and carrying utility services, and (27,033 sq. ft.) (0.62 ac), more or less, of temporary construction easement from property located at 1985 Powell Road; anda permanent utility, maintenance and access easement of(73,754 sq. ft.) (1.69 ac), more or less, purposed for laying, relaying, installing, adding, expanding, extending, operating, repairingand maintaining pipeline transporting and carrying utility services, and (36,895 sq. ft.) (0.85 ac), more or less, of temporary construction easement from property located at 2111 Powell Road; anda permanent utility, maintenance and access easement of(43,689 sq. ft.) (1.003 ac), more or less, purposed for laying, relaying, installing, adding, expanding, extending, operating, repairingand maintaining pipeline transporting and carrying utility services, and (21,445 sq. ft.) (0.49 ac), more or less, of temporary construction easement from property located at 2651 Gordon Highway, private, at the purchase price of \$40,363.00.
Background:	The property owner has agreed to convey a certain right-of-way and easement to Augusta, Georgia, for the 10153-Gordon Highway 24 Inch Water Main and 10156-Gordon Highway Water Main Projects.
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:	FUNDS AVAILABLE IN THE FOLLOWING ACCOUNT(S) 10156-Gordon Highway 16" Water Main 2651 Gordon Highway 2111 Powell Road 510043410-5411120 80310156-5411120 10153-Gordon Highway 24" Water Main 1985 Powell Road 511043410-5411120 80310153-5411120

REVIEWED AND APPROVED BY:

Finance.

Law.

Administrator.

Clerk of Commission

AUGUSTA, GEORGIA OPTION FOR EASEMENT

PROJECT: 10153 – Gordon Highway 24 Inch Water Main
10156 – Gordon Highway 16 Inch Water Main
Augusta Utilities Department

PARCEL IDENTIFICATION NUMBER: 066-0-056-03-0 **ADDRESS:** 1985 Powell Road

PARCEL IDENTIFICATION NUMBER: 064-0-004-01-0 **ADDRESS:** 2111 Powell Road

PARCEL IDENTIFICATION NUMBER: 080-0-005-00-0 **ADDRESS:** 2651 Gordon Highway

THIS INDENTURE made and entered into this 23 day of SEPT 2009, between Georgia Vitrified Brick & Clay Co., a Georgia limited partnership, hereinafter referred to as OWNER, and Augusta, Georgia, a political subdivision under the laws of Georgia, hereinafter referred to as AUGUSTA;

WITNESSETH, that Owner, for and in consideration of ONE DOLLAR (\$1.00), the receipt whereof is hereby acknowledged, and in consideration of the benefits derived by said Owner from the proposed Project mentioned herein, Owner agrees to be bound, and to bind their successors, representatives, assigns and heirs as follows:

If Augusta shall, within one hundred and twenty (180) days from the date first written above, pay the total sum of \$40,363.00, the Owner agrees to execute and deliver to Augusta the hereinafter described parcels of land.

066-0-056-03-0 A permanent utility, maintenance and access easement of 51,160 square feet (1.17 ac), more or less, purpose of laying, relaying, installing, adding, expanding, extending, operating, repairing and maintaining pipelines transporting and carrying utility services, and 27,033 Square Feet (0.62 ac), more or less, of temporary construction easement. Both easements are as shown on a plat prepared by James G. Swift & Associates, dated September 15, 2008, attached hereto and made a part hereof, to which reference is made for a more accurate and complete description of the metes, bounds and courses.

064-0-004-01-0 A permanent utility, maintenance and access easement of 73,754 square feet (1.69 ac), more or less, purpose of laying, relaying, installing, adding, expanding, extending, operating, repairing and maintaining pipelines transporting and carrying utility services, and 36,895 Square Feet (.85 ac), more or less, of temporary construction easement. Both easements are as shown on a plat prepared by James G. Swift & Associates, dated March 19, 2008, attached hereto and made a part hereof, to which reference is made for a more accurate and complete description of the metes, bounds and courses.

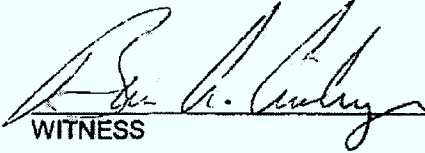
080-0-005-00-0 A permanent utility, maintenance and access easement of 43,689 square feet (1.003 ac), more or less, purpose of laying, relaying, installing, adding, expanding, extending, operating, repairing and maintaining pipelines transporting and carrying utility services, and 21,446 Square Feet (0.49 ac), more or less, of temporary construction easement. Both easements are as shown on a plat prepared by James G. Swift & Associates, dated March 19, 2008, attached hereto and made a part hereof, to which reference is made for a more accurate and complete description of the metes, bounds and courses.

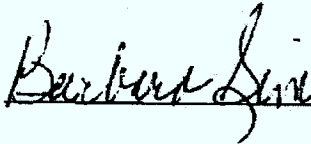
And no agreement that would adversely affect these rights has been, or will be, made within the option period.

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

Signed, Sealed and Delivered in the presence of:

GEORGIA VITRIFIED BRICK AND CLAY CO.


WITNESS

By: 

As Its: General Partner


Notary Public, Columbia County, Georgia
My Commission Expires: February 15, 2013

Accepted by:
AUGUSTA, GEORGIA


Administrator
Date 11/17/09



**Engineering Services Committee Meeting
11/23/2009 12:40 PM
Property Condemnation –Permanent and Temporary Easements**

Department: Law

Caption: Motion to authorize condemnation to acquire title of a portion of property for permanent and temporary easements for the 10156 Gordon Highway 16 Inch Water Main Project, PIN: 078-0-020-00-0.

Background: The City has been unable to reach an agreement with the owner. In order to proceed and avoid further delays, it is necessary to condemn a portion of subject property. The required property consisting of a permanent easement of 23,126 sq. ft. and temporary easement of 11,323 sq. ft. The appraised value is \$19,043.00.

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

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

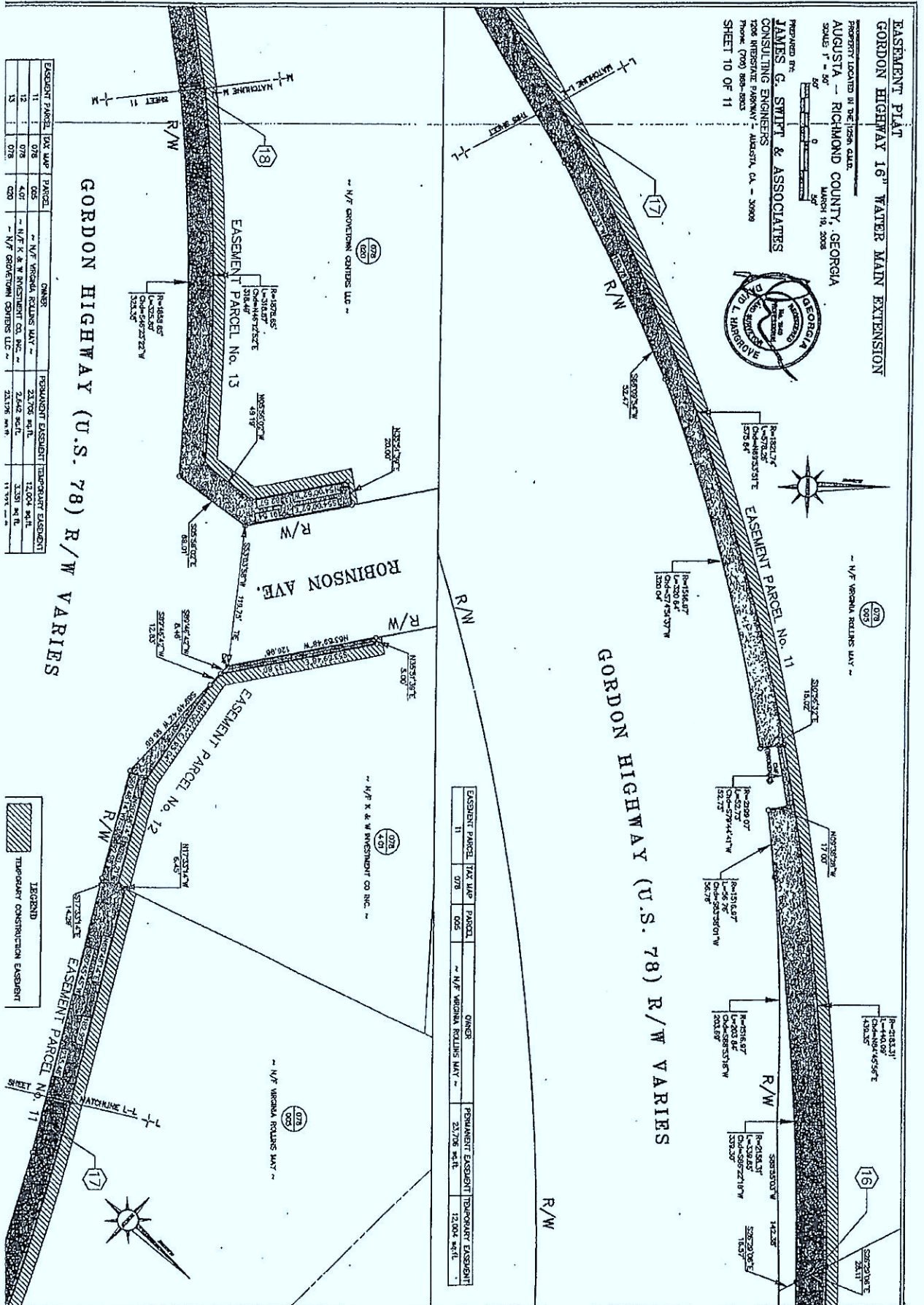
Alternatives: Deny condemnation.

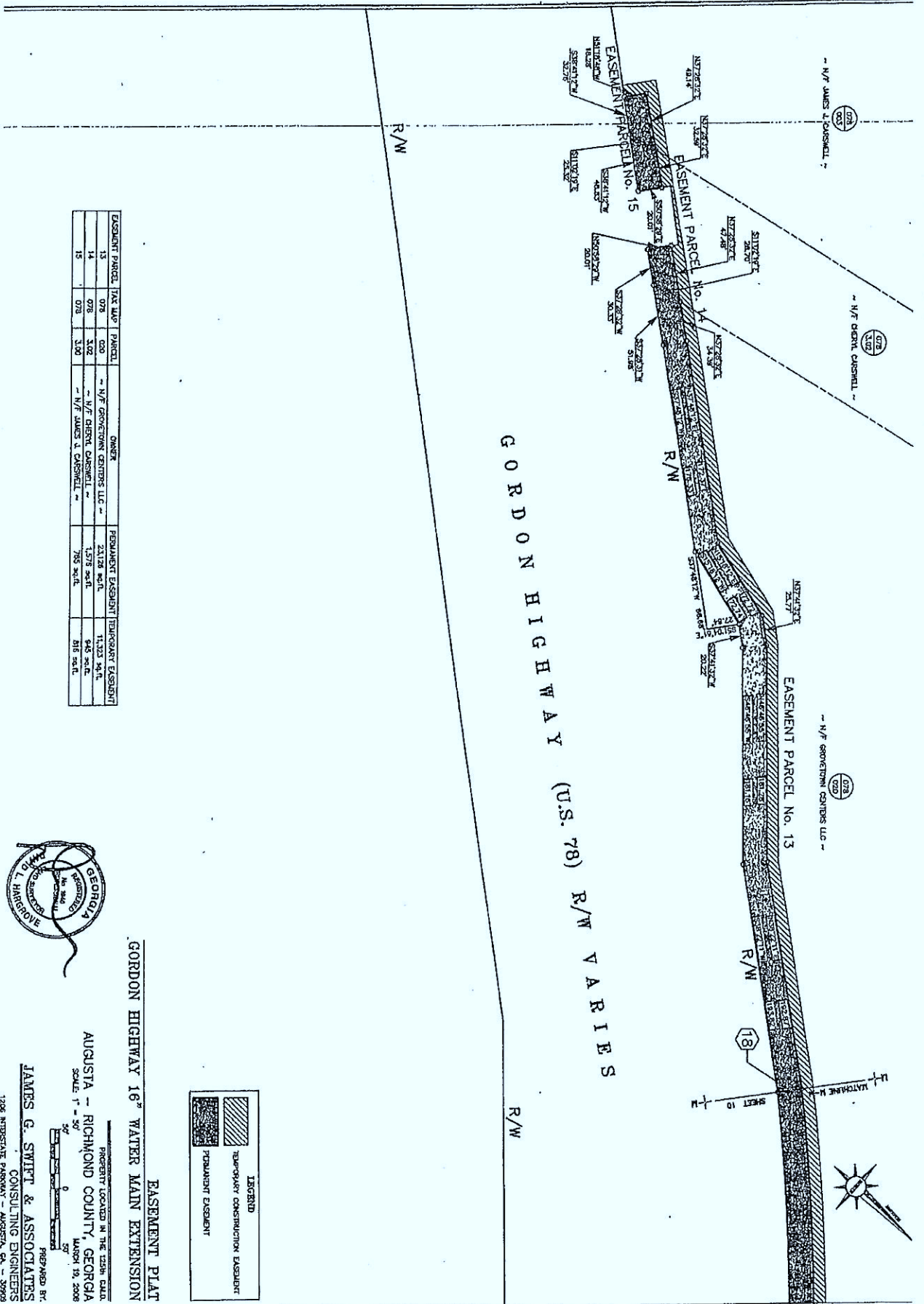
Recommendation: Approve condemnation.

Funds are Available in the Following Accounts: FUNDS ARE AVAILABLE IN THE FOLLOWING ACCOUNT: G/L 510043410-5411120 J/L 80310156-5411120

REVIEWED AND APPROVED BY:

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







**Engineering Services Committee Meeting
11/23/2009 12:40 PM
Robert Mullin**

Department: Clerk of Commission

Caption: Discuss the status of Jimmy Buffet Road regarding ownership and maintenance.

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:

Clerk of Commission

AGENDA ITEM REQUEST FORM

Commission/Committee: (Please check one)

- ☐ Commission
☐ Public Services Committee
☐ Administrative Services Committee
☒ Engineering Services Committee
☐ Finance Committee
☐ Public Safety Committee

Contact Information for Individual/Presenter Making the Request:

Name: Alice A. Mullin
Address: 2665 Willis Foreman Rd., Hopkinton, GA 30815
Telephone Number: 706 798-8152
Fax Number: _____
E-Mail Address: ram129@gmail.com

Caption/Topic of Discussion to be placed on the Agenda:

" Jimmy Buffet Road "

Please send this request form to the following address:

Ms. Lena J. Bonner	Telephone Number: 706-821-1820
Clerk of Commission	Fax Number: 706-821-1838
Room 806 Municipal Building	E-Mail Address: lbonner@augustaga.gov
530 Greene Street	
Augusta, GA 30911	

Requests may be faxed, e-mailed or delivered in person and must be received in the Clerk's Office no later than 5:00 p.m. on the Wednesday preceding the Commission or Committee meeting of the following week. A five-minute time limit will be allowed for presentations.

Commission meetings are held on the first and third Tuesdays of each month at 2:00 p.m. Committee meetings are held on the second and last Mondays of each month from 12:30 to 3:30 p.m.



**Engineering Services Committee Meeting
11/23/2009 12:40 PM
Willhaven, Phase 1 Deed of Dedication**

Department: Augusta Utilities

Caption: Motion to approve and accept a Deed of Dedication for Willhaven, Phase 1.

Background: Willhaven, Phase 1, was begun by R&B Construction Inc., however, First Bank Mortgage foreclosed on the property in 2008. First Bank has asked that Augusta accept the water and gravity sanitary sewer systems in Phase 1.

Analysis: AUD has inspected the water and gravity sanitary sewer systems in Willhaven, Phase 1, and found them compliant.

Financial Impact: None

Alternatives: Deny motion to approve and accept a Deed of Dedication for Willhaven, Phase 1.

Recommendation: Approve motion to approve and accept a Deed of Dedication for Willhaven, Phase 1.

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

WILLHAVEN, PHASE 1

[Water Distribution System and Gravity Sanitary Sewer System]

WHEREAS, FIRST BANK MORTGAGE, a division of **FIRST BANK OF GEORGIA**, (hereinafter known as “**DEVELOPER**”) owns a tract of land in Richmond County, Georgia known as Willhaven, Phase 1 and, in the building of a housing subdivision on said tract, 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 the water distribution system and the gravity sanitary sewer to **AUGUSTA, GEORGIA**, (hereinafter known as “**AUGUSTA**”), a political subdivision acting by and through the Augusta-Richmond County Commission for maintenance and control; and

WHEREAS, a Utility As-Built Plat of the above stated subdivision has been prepared by John Brewer & Associates, 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 _____, 2009 between **DEVELOPER** and **AUGUSTA**,

AUD 2009

WITNESSETH:

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, expanding, repairing, adding, constructing, installing, extending, operating, replacing, laying and relaying pipelines carrying and transporting Augusta's utilities services.

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

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 constructing, laying, relaying, replacing, installing, adding, expanding, 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.

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

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

FIRST BANK MORTGAGE, a division of
FIRST BANK OF GEORGIA

Signed, sealed and delivered in

By: Hugh E. Holler

PRINTED NAME: Hugh E. Holler

As its SVP

Witnessed By: Bettie L. Anderson

Bettie L. Anderson
Notary Public, State of Georgia
My Commission Expires: _____

Attest: Thomas M. Biron
As Its: EVP



(SEAL)

ACCEPTED BY:

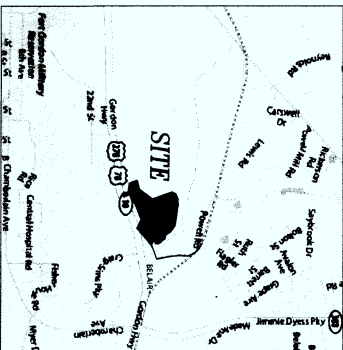
AUGUSTA, GEORGIA

By: _____
As its Mayor

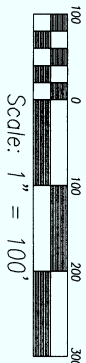
Attest: _____
Clerk

(SEAL)

-



NOTE: WATERLINE INFORMATION SHOWN WAS APPROXIMATED USING THE APPROVED CONSTRUCTION PLANS AND PHYSICAL EVIDENCE FOUND DURING THE AS-BUILT.



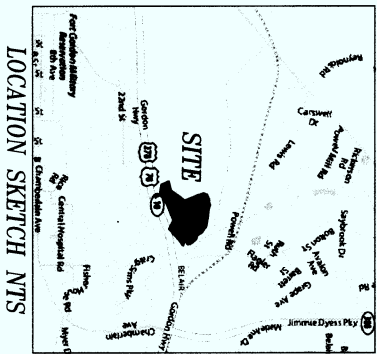
WILLHAVEN PHASE I

3. ANGULAR AND LINEAR MEASUREMENTS OBTAINED BY USING A TOPCON GPT 3005...



**JOHN
BREWER
&
ASSOCIATES**
DEVELOPMENT CONSULTATION
LAND SURVEYING
ENGINEERING
207 WILDEE AVE.
MONTICELLO, GEORGIA 30655
TEL-(770)267-3337
FAX-(770)266-7980
WWW.GSASURVEYING.COM

- - 1/2" REBAR SET ON ALL LOT CORNERS
UNLESS NOTED OTHERWISE



SHEET #1 OF 3

0 100 200

Scale: 1" = 100'

WILLHAVEN PHASE I

LAND LOT
DISTRICT
DATE 9/16/2007
SCALE 1"=100'
JOB # 06097
REVISIONS

1. THE FIELD DATA UPON WHICH
THIS PLAT IS BASED HAS A
CLOSURE PRECISION OF ONE FOOT
24,568 IN FEET AN AND
ANGULAR ERROR OF 2 SECONDS
PER ANGLE POINT.

2. THE DATA SHOWN HEREON HAS BEEN CALCULATED FOR CLOSURE AND HAS BEEN FOUND TO BE ACCURATE TO WITHIN ONE FOOT IN 928,037 FEET AND WAS ADJUSTED BY USING THE COMPASS RULE.

3. ANGULAR AND LINEAR MEASUREMENTS OBTAINED BY USING A TOPCON GPT 3005...

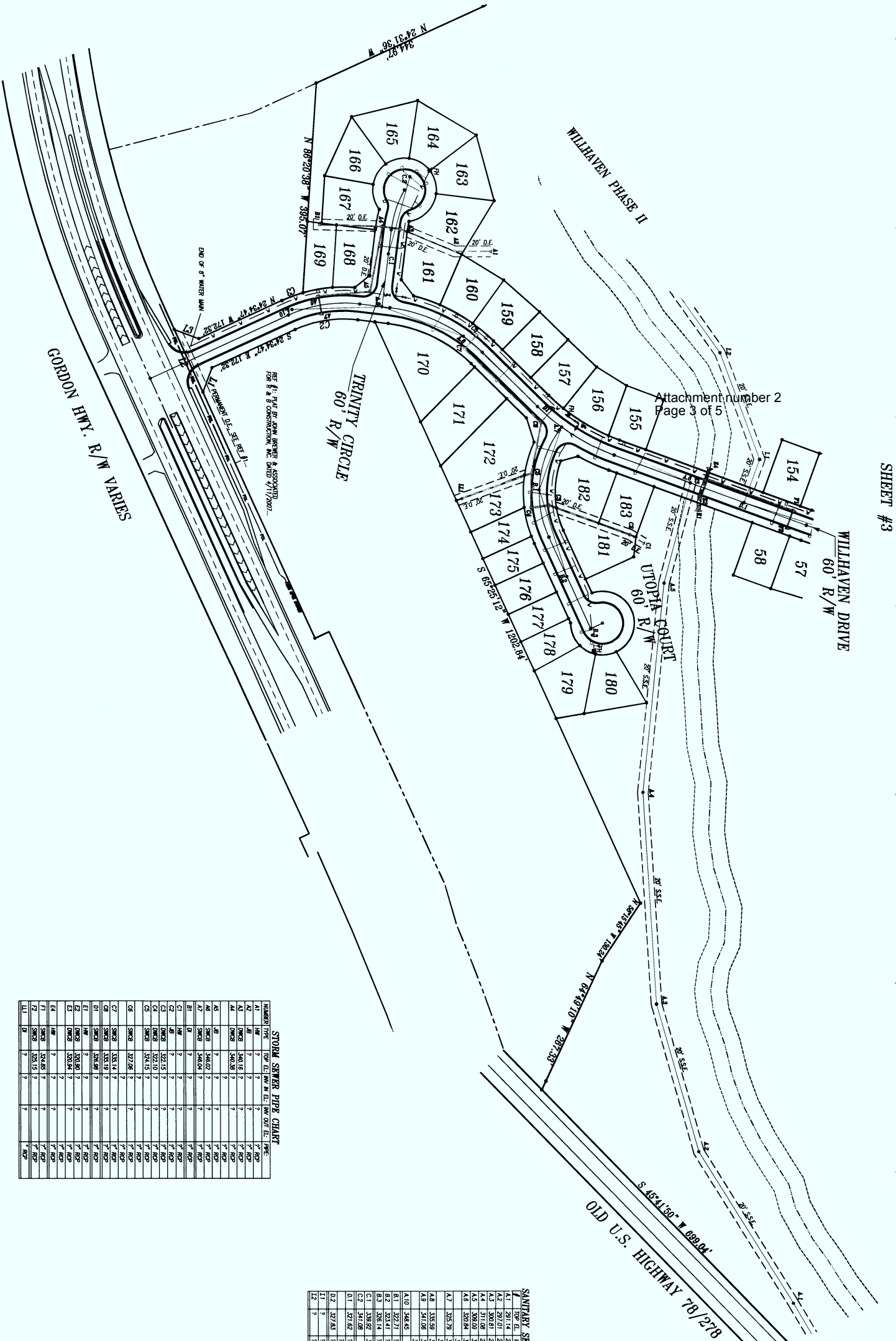


**JOHN
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FAX-(770)266-7980
www.jbrewerjng.com

NUMBER	CHORD DIRECTION	RADIUS	ARC LENGTH	CHORD LENGTH
C1	S 08°44'15" E	220.00'	121.15'	119.62'
C2	N 20°13'57" W	280.00'	142.49'	142.45'

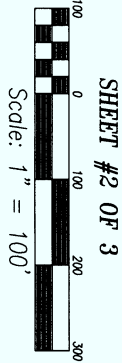
NUMBER	DIRECTION	DISTANCE
L1	S 69°34'47" E	49.50'
L2	S 65°25'13" W	130.00'
L3	N 20°25'13" E	49.50'

- LEGEND:
- TEMPORARY
 - 100' - SANITARY SEWER EASEMENT
 - HEAD WALL
 - DOUBLE WING CATCH BASIN
 - RIGHT OF WAY
 - DRAINAGE EASEMENT
 - BUILDING LINE
 - SINGLE WING CATCH BASIN
 - DROP INLET
 - CORRODED METAL PIPE
 - ACCESS EASEMENT
 - LAND LOT
 - LAND LOT SEWER MANHOLE
 - SEWER MANHOLE
 - SEWER DOWN LINE
 - 8" WATER LINE
 - 8" SANITARY SEWER LINE
 - CENTRIFUGAL INTERSECTION
 - SEWER STOPS (SEE CHART)
 - OUTLET CONTROL STRUCTURE
 - CENTRIFUGAL
 - BACK OF CURB
 - CATCH BASIN
 - RADIUS
 - RECONSTRUCTED CONCRETE PIPE
 - CORRODED METAL PIPE
 - WATER WALK
 - FIRE HYDRANT ASSEMBLY
 - WATER METER
 - SANITARY SEWER LABEL
 - SANITARY SEWER LATERAL
 - CONCRETE POINT
 - 1/2" REBAR SET ON ALL LOT CORNERS
 - UNLESS NOTED OTHERWISE



SANITARY SEWER PIPE CHART			
LINE	TO/FR	IN/OUT	EL.
A1	TO/FR	IN/OUT	278.62
A2	TO/FR	IN/OUT	278.62
A3	TO/FR	IN/OUT	278.62
A4	TO/FR	IN/OUT	278.62
A5	TO/FR	IN/OUT	278.62
A6	TO/FR	IN/OUT	278.62
A7	TO/FR	IN/OUT	278.62
A8	TO/FR	IN/OUT	278.62
A9	TO/FR	IN/OUT	278.62
A10	TO/FR	IN/OUT	278.62
A11	TO/FR	IN/OUT	278.62
A12	TO/FR	IN/OUT	278.62
A13	TO/FR	IN/OUT	278.62
A14	TO/FR	IN/OUT	278.62
A15	TO/FR	IN/OUT	278.62
A16	TO/FR	IN/OUT	278.62
A17	TO/FR	IN/OUT	278.62
A18	TO/FR	IN/OUT	278.62
A19	TO/FR	IN/OUT	278.62
A20	TO/FR	IN/OUT	278.62
A21	TO/FR	IN/OUT	278.62
A22	TO/FR	IN/OUT	278.62
A23	TO/FR	IN/OUT	278.62
A24	TO/FR	IN/OUT	278.62
A25	TO/FR	IN/OUT	278.62
A26	TO/FR	IN/OUT	278.62
A27	TO/FR	IN/OUT	278.62
A28	TO/FR	IN/OUT	278.62
A29	TO/FR	IN/OUT	278.62
A30	TO/FR	IN/OUT	278.62
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A32	TO/FR	IN/OUT	278.62
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A34	TO/FR	IN/OUT	278.62
A35	TO/FR	IN/OUT	278.62
A36	TO/FR	IN/OUT	278.62
A37	TO/FR	IN/OUT	278.62
A38	TO/FR	IN/OUT	278.62
A39	TO/FR	IN/OUT	278.62
A40	TO/FR	IN/OUT	278.62
A41	TO/FR	IN/OUT	278.62
A42	TO/FR	IN/OUT	278.62
A43	TO/FR	IN/OUT	278.62
A44	TO/FR	IN/OUT	278.62
A45	TO/FR	IN/OUT	278.62
A46	TO/FR	IN/OUT	278.62
A47	TO/FR	IN/OUT	278.62
A48	TO/FR	IN/OUT	278.62
A49	TO/FR	IN/OUT	278.62
A50	TO/FR	IN/OUT	278.62
A51	TO/FR	IN/OUT	278.62
A52	TO/FR	IN/OUT	278.62
A53	TO/FR	IN/OUT	278.62
A54	TO/FR	IN/OUT	278.62
A55	TO/FR	IN/OUT	278.62
A56	TO/FR	IN/OUT	278.62
A57	TO/FR	IN/OUT	278.62
A58	TO/FR	IN/OUT	278.62
A59	TO/FR	IN/OUT	278.62
A60	TO/FR	IN/OUT	278.62
A61	TO/FR	IN/OUT	278.62
A62	TO/FR	IN/OUT	278.62
A63	TO/FR	IN/OUT	278.62
A64	TO/FR	IN/OUT	278.62
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A100	TO/FR	IN/OUT	278.62

STORM SEWER PIPE CHART			
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B2	TO/FR	IN/OUT	278.62
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B100	TO/FR	IN/OUT	278.62



WILLHAVEN PHASE I

AS-BUILT DRAWING FOR:

STATE OF GEORGIA
COUNTY OF RICHMOND
CITY OF
LAND LOT
DISTRICT
DATE 9/16/2007
SCALE 1"=100'
JOB # 06097
REVISIONS

SURVEYOR'S CERTIFICATE:
1. THE FIELD DATA UPON WHICH
THIS PLAN IS BASED HAS A
CLOSURE PRECISION OF ONE FOOT
PER 24,568 FEET AND WAS ADJUSTED
BY USING THE COMPOUND
PER ANGLE POINT.

2. THE DATA SHOWN HEREON HAS
BEEN CALCULATED FOR CLOSURE
AND HAS BEEN FOUND TO BE
ACCURATE TO WITHIN ONE FOOT IN
24,568 FEET AND WAS ADJUSTED
BY USING THE COMPOUND
PER ANGLE POINT.

3. ANGULAR AND LINEAR
MEASUREMENTS OBTAINED BY USING
A TOPCON OPT 300S.

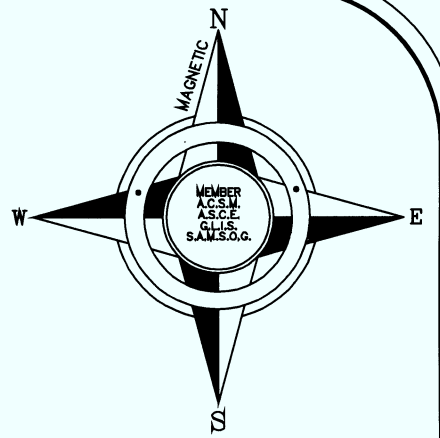
JOHN
BREWER
&
ASSOCIATES
ENGINEERING
207 WILLOW AVE
HUNTSVILLE, GEORGIA 35895
TEL: (205) 267-3337
FAX: (205) 267-7880
WWW.BREWER-ASSOCIATES.COM



LEGEND:

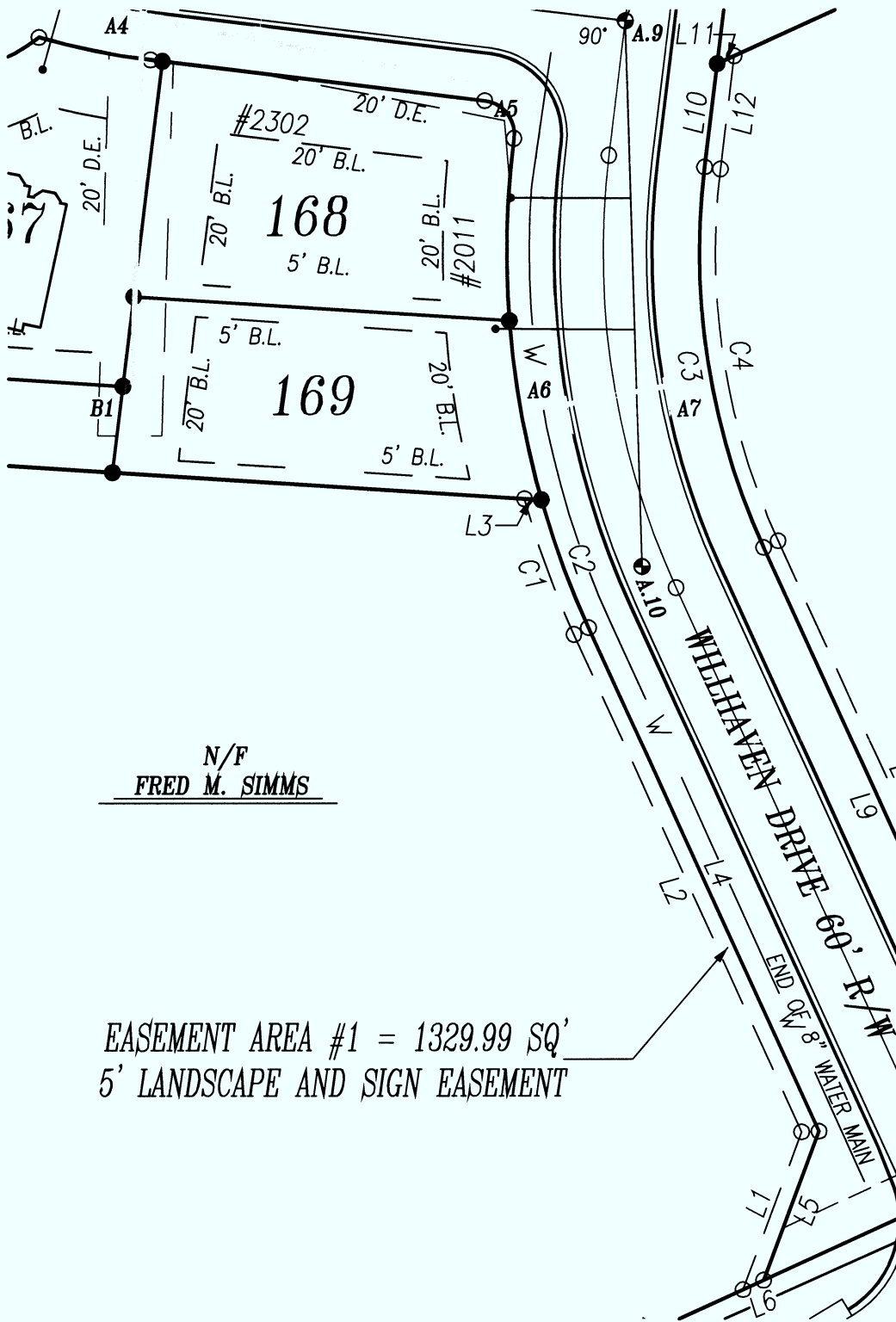
- INT. - INTERSECTION
BC - BACK OF CURB
S.E. - SANITARY SEWER EASEMENT
H.W. - HEAD WALL
C.B. - CATCH BASIN
R/W - RIGHT OF WAY
D.E. - DRAINAGE EASEMENT
B.L. - BUILDING LINE
R. - RADIUS
R.C.P. - REINFORCED CONCRETE PIPE
C.M.P. - CORRUGATED METAL PIPE
L.L. - LAND LOT
L.L.L. - LAND LOT LINE
C.L. - CENTER LINE
SSMH - SANITARY SEWER MANHOLE
⊕ - FIRE HYDRANT
⊗ - WATER VALVE
B.M.P. - EROSION CONTROL DEVICE
LeB3 - SOIL TYPE

NUMBER	CHORD BEARING	CENTRAL ANGLE	CHORD LENGTH	ARC LENGTH
C1	N 20°03'16" W	09°03'02"	44.97'	45.02'
C2	S 20°13'57" E	08°41'40"	42.45'	42.49'
C3	N 08°48'15" W	31°33'05"	119.62'	121.15'
C4	S 08°48'15" E	31°33'05"	116.90'	118.40'



NUMBER	DIRECTION	DISTANCE
L1	N 20°25'13" E	52.43'
L2	N 24°34'47" W	170.25'
L3	S 86°20'38" E	5.30'
L4	S 24°34'47" E	172.32'
L5	S 20°25'13" W	49.50'
L6	S 65°25'13" W	7.07'
L7	S 65°25'13" W	7.07'
L8	N 69°34'47" W	49.50'
L9	N 24°34'47" W	172.32'
L10	N 06°58'18" E	32.35'
L11	N 65°25'12" E	5.87'
L12	S 06°58'18" W	35.42'
L13	S 24°34'47" E	170.25'
L14	S 69°34'47" E	52.43'
L15	N 65°25'13" E	130.00'

Attachment number 2
Page 5 of 5

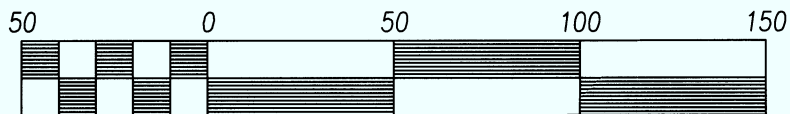


N/F
FRED M. SIMMS

N/F
FRED M. SIMMS

EASEMENT AREA #1 = 1329.99 SQ'
5' LANDSCAPE AND SIGN EASEMENT

EASEMENT AREA #2 = 1879.51 SQ'
5' LANDSCAPE AND SIGN EASEMENT



Scale: 1" = 50'

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- SURVEYORS CERTIFICATE
1. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 24,221 FEET AND AN ANGULAR ERROR OF 2 SECONDS PER ANGLE POINT.
 2. THE DATA SHOWN HEREON HAS BEEN CALCULATED FOR CLOSURE AND HAS BEEN FOUND TO BE ACCURATE TO WITHIN ONE FOOT IN 295,005 FEET AND WAS ADJUSTED BY USING THE COMPASS RULE.
 3. ANGULAR AND LINEAR MEASUREMENTS OBTAINED BY USING A TOPCON GPS

EASEMENT PLAT FOR WILLHAVEN PHASE I

STATE OF GEORGIA
COUNTY OF RICHMOND
119TH G.M.D.
DATE 05/06/2009
SCALE 1"=50'
JOB #06097

**JOHN BREWER
&
ASSOCIATES**

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ENGINEERING
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