



Engineering Services Committee Meeting Commission Chamber- 8/12/2013- 1:00 PM

ENGINEERING SERVICES

1. Approve the committee's recommendations of appointing the selected engineering firms to the specific engineering discipline roster for design of future AUD projects. ☐ Attachments
2. Motion to approve funding for the final phases of the Design Consultant Services Agreement to LPA Group for the Riverwatch Parkway at I-20 Corridor Improvements Project in the amount of \$616,671 as requested by AED. ☐ Attachments
3. Discuss the apparent ineffectiveness of right-of-way and vacant lot grass cutting/cleaning and receive from Administrator/Solid Waste Director explanations as to how the service can be improved and whether additional resources are needed. **(Requested by Commissioner Bill Lockett)** ☐ Attachments
4. Motion to approve the minutes of the Engineering Services Committee held on July 29, 2013. ☐ Attachments
5. Notification of the award of a contract with Eagle Utility Contracting, Inc. for services associated with construction of the Smokey Road Waterline Upgrade Project under the Task Order Program for Infrastructure for RFQ# 11-130 in the amount of \$185,293. Bid Item# 13-167. ☐ Attachments
6. Consider a request from Mr. Rajesh Kumar and Dr. Gangrosa regarding the cleaning/maintenance of a retention pond located adjacent to Summerchase. ☐ Attachments
7. Approve Sole Source Procurement of a Laboratory Benchtop Trihalomethane Analyzer for the Utilities Department. ☐ Attachments
8. Approve Sole Source Procurement of Replacement Parts for Hypochlorite Generation Equipment for the Utilities Department. ☐ Attachments



**Engineering Services Committee Meeting
8/12/2013 1:00 PM**

**Approval of engineering firms' appointments to the various discipline rosters, RFQ Item #13-124:
Engineering Consultant Services for Augusta, GA-Utilities Department**

Department:	Augusta Utilities Department
Caption:	Approve the committee's recommendations of appointing the selected engineering firms to the specific engineering discipline roster for design of future AUD projects.
Background:	The Augusta Utility Department issued a RFQ for Engineering Consultant Services for Augusta, GA-Utilities Department. The purpose of the RFQ was to solicit and select qualified engineering firms for the various disciplines of engineering needed by AUD. The RFQ requested engineering firms to submit qualifications to be considered for any or all of the following categories: water distribution , wastewater collection , water treatment, wastewater treatment , collection system evaluation, municipal operation and maintenance , utility management, architecture, program management, surveying, and GDOT project design. Qualifications were received and evaluated by members of AUD and procurement and the recommended firms have been appointed to each discipline roster.
Analysis:	The firms scoring the highest based on the criteria set forth in the RFQ were selected for each roster.
Financial Impact:	Funding for engineering services are budgeted in the Renewal and Extension Fund and the 2012 Bond Fund.
Alternatives:	No alternatives are recommended.
Recommendation:	We recommend that the commission approve the appointment of the selected engineering firms to each discipline roster.
Funds are Available in the Following Accounts:	Funding accounting will be assigned per negotiated project.

REVIEWED AND APPROVED BY:

Finance.

Procurement.

Law.

Administrator.

Clerk of Commission



Augusta Utilities Department

Tom Wiedmeier, P.E., Director

Jerry Delaughter, P.E., Assistant Director

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

MEMO

DATE: **July 18, 2013**

TO: **Geri Sams, Procurement Director**

FROM: **Tom Wiedmeier, P.E., Utilities Director** *tdw*

SUBJECT: **RFQ Item #13-124: Engineering Consultant Services for Augusta, GA-Utilities Department**

I concur with the selection committee's appointments of engineering firms to the various discipline rosters AUD solicited through the above referenced RFQ.

As stated in the RFQ, these lists will be active for five (5) years.

AUD has a budget of \$4,000,000.00 for engineering services to be provided through selection from these rosters.

RFQ Item #13-124
Engineering Consultant Services
For Augusta, GA - Utilities Department

Water Distribution Roster

Cranston Engineering Group
 James G Swift & Associates
 Johnson Laschober
 Stevenson & Palmer
 WK Dickson & Co.
 W R Toole Engineers
 ZEL Engineers

Water Treatment Plant Roster

Brown & Caldwell
 MWH
 ZEL Engineers
 CH2M Hill

Collection System Eval. Roster

McKim & Creed
 WK Dickson & Co.
 Woolpert
 CH2M Hill
 MWH

Utility Management Roster

CH2M Hill
 Dewberry
 WK Dickson & Co.

Program Management Roster

Constantine Engineering
 McKim & Creed
 Moreland Altobelli Assoc.
 CH2M Hill

GDOT Project Design

Cranston Engineering Group
 WK Dickson & Co.
 Moreland Altobelli Assoc.

Wastewater Collection Roster

Cranston Engineering Group
 James G Swift & Associates
 Johnson Laschober
 Stevenson & Palmer
 WK Dickson & Co.
 W R Toole Engineers
 ZEL Engineers

Wastewater Treatment Plant Roster

CH2M Hill
 Hazen and Sawyer
 ZEL Engineers
 Moreland Altobelli Assoc.
 McKim & Creed

Municipal O & M Roster

CH2M Hill
 Dewberry
 MWH

Architecture Roster

Christopher Booker
 Johnson Laschober
 ZEL Engineers

Surveying Roster

Cranston Engineering Group
 WK Dickson & Co.
 W R Toole Engineers

Cumulative Evaluation Sheet RFQ Item #13-124 Engineering Consultant Services for Augusta, Georgia - Utilities Department					
Evaluation Criteria	1. Firm Experience	2. Experience of Proposed Staff	3. Knowledge of Augusta Systems	4. References	Total
Points	25	25	25	25	100
VENDORS	I. Program Management				
James G Swift & Assoc 1206 Interstate Parkway Augusta, GA 30909					
CH2M Hill 1000 Abernathy Rd., Atlanta, GA 30328	20.0	20.0	16.7	10.0	66.7
Johnson Laschober 1296 Broad Street Augusta, GA 30901					
Moreland Altobelli Asso 2211 Beaver Run Rd, Suite 190 Norcross, GA 30071	20.0	20.0	6.7	20.0	66.7
W R Toole Engineers 1005 Broad Street, 200 Augusta, GA 30901					
WK Dickson & Co 1450 Greene Street Augusta, GA 30901					
Cranston Engineering Group 452 Ellis Street Augusta, GA 30903-2546					
Woolpert 375 Northridge Rd, # 100 Atlanta, GA 30350					
Dewberry 551 Piney Forest Road Danville, VA 24540					
McKim & Creed 8020 Tower Point Dr Charlotte, NC 28227	20.0	20.0	11.7	20.0	71.7
Brown & Caldwell 900 Hammond Dr St 400 Atlanta, GA 30328					
Hazen and Sawyer 5775 Peachtree Dunwoody Rd, St D-520 Atlanta, GA 30342					
Integrated Circles Tech 270 Peachtree St NW Atlanta, GA 30303					
EMC Engineering 10 Chatham Center S, Suite 100 Savannah, GA 31405					
ZEL Engineers 435 Telfair Street Augusta, GA 30901					
MWH 230 Peachtree St., S 470 Atlanta, GA	20.0	15.0	8.3	16.7	60.0
Stevenson & Palmer 723 Industrial Park Dr Evans, GA 30809					
Constantine Engineering 60-B Springdale Rd Mobile, AL 36606	20.0	20.0	10.0	20.0	70.0
Rindt-McDuff Associates 334 Cherokee St Marietta, GA 30060					
Christopher Booker 3319 Perkins Road Augusta, GA 30906					

Cumulative Evaluation Sheet RFQ Item #13-124 Engineering Consultant Services for Augusta, Georgia - Utilities Department					
Evaluation Criteria	1. Firm Experience	2. Experience of Proposed Staff	3. Knowledge of Augusta Systems	4. References	Total
Points	25	25	25	25	100
VENDORS	J. GDOT Project Design				
James G Swift & Assoc 1206 Interstate Parkway Augusta, GA 30909					
CH2M Hill 1000 Abernathy Rd., Atlanta, GA 30328					
Johnson Laschober 1296 Broad Street Augusta, GA 30901					
Moreland Altobelli Asso 2211 Beaver Run Rd, Suite 190 Norcross, GA 30071	20.0	20.0	6.7	13.3	60.0
W R Toole Engineers 1005 Broad Street, 200 Augusta, GA 30901	10.0	15.0	15.0	16.7	56.7
WK Dickson & Co 1450 Greene Street Augusta, GA 30901	15.0	20.0	11.7	16.7	63.3
Cranston Engineering Group 452 Ellis Street Augusta, GA 30903-2546	20.0	20.0	20.0	20.0	80.0
Woolpert 375 Northridge Rd, # 100 Atlanta, GA 30350					
Dewberry 551 Piney Forest Road Danville, VA 24540					
McKim & Creed 8020 Tower Point Dr Charlotte, NC 28227					
Brown & Caldwell 900 Hammond Dr St 400 Atlanta, GA 30328					
Hazen and Sawyer 5775 Peachtree Dunwoody Rd, St D- 520 Atlanta, GA 30342					
Integrated Circles Tech 270 Peachtree St NW Atlanta, GA 30303					
EMC Engineering 10 Chatham Center S, Suite 100 Savannah, GA 31405					
ZEL Engineers 435 Telfair Street Augusta, GA 30901					
MWH 230 Peachtree St., S 470 Atlanta, GA					
Stevenson & Palmer 723 Industrial Park Dr Evans, GA 30809					
Constantine Engineering 60-B Springdale Rd Mobile, AL 36606					
Rindt-McDuff Associates 334 Cherokee St Marietta, GA 30060					
Christopher Booker 3319 Perkins Road Augusta, GA 30906					

Cumulative Evaluation Sheet RFQ Item #13-124 Engineering Consultant Services for Augusta, Georgia - Utilities Department					
Evaluation Criteria	1. Firm Experience	2. Experience of Proposed Staff	3. Knowledge of Augusta Systems	4. References	Total
Points	25	25	25	25	100
VENDORS	K. Surveying				
James G Swift & Assoc 1206 Interstate Parkway Augusta, GA 30909					
CH2M Hill 1000 Abernathy Rd., Atlanta, GA 30328					
Johnson Laschober 1296 Broad Street Augusta, GA 30901					
Moreland Altobelli Asso 2211 Beaver Run Rd, Suite 190 Norcross, GA 30071	20.0	20.0	6.7	16.7	63.3
W R Toole Engineers 1005 Broad Street, 200 Augusta, GA 30901	20.0	20.0	20.0	16.7	76.7
WK Dickson & Co 1450 Greene Street Augusta, GA 30901	20.0	20.0	20.0	16.7	76.7
Cranston Engineering Group 452 Ellis Street Augusta, GA 30903-2546	20.0	20.0	20.0	20.0	80.0
Woolpert 375 Northridge Rd, # 100 Atlanta, GA 30350					
Dewberry 551 Piney Forest Road Danville, VA 24540					
McKim & Creed 8020 Tower Point Dr Charlotte, NC 28227					
Brown & Caldwell 900 Hammond Dr St 400 Atlanta, GA 30328					
Hazen and Sawyer 5775 Peachtree Dunwoody Rd, St D-520 Atlanta, GA 30342					
Integrated Circles Tech 270 Peachtree St NW Atlanta, GA 30303					
EMC Engineering 10 Chatham Center S, Suite 100 Savannah, GA 31405					
ZEL Engineers 435 Telfair Street Augusta, GA 30901					
MWH 230 Peachtree St., S 470 Atlanta, GA					
Stevenson & Palmer 723 Industrial Park Dr Evans, GA 30809					
Constantine Engineering 60-B Springdale Rd Mobile, AL 36606					
Rindt-McDuff Associates 334 Cherokee St Marietta, GA 30060					
Christopher Booker 3319 Perkins Road Augusta, GA 30906					

Request for Qualifications

Request for Qualifications will be received at this office until Friday, May 3, 2013 @ 11:00 a.m. for furnishing:

RFQ Item #13-124 Engineering Consultant Services for Utilities Department

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

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

RFQ documents may be viewed on the Augusta Georgia web site under the Procurement Department **ARcbid**. RFQ documents may be obtained at the office of the Augusta, GA Procurement Department, 530 Greene Street – Room 605, Augusta, GA 30901.

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Friday, April 19, 2013 @ 5:00 P.M. No RFQ will be accepted by fax, all must be received by mail or hand delivered.

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

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

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

GERI A. SAMS, Procurement Director

Publish:
Augusta Chronicle March 28, April 4, 11, 18, 2013

Revised: 8/15/2011

RFQ Opening
RFQ Item #13-124
Engineering Consultant Services
for Augusta, Georgia - Utilities Department
RFQ Due: Friday, May 3, 2013 @ 11:00 a.m.

VENDORS	Attachment B	E-Verify	Addendum 1	SAVE Form	Original	6 Copies
James G Swift & Assoc 1206 Interstate Parkway Augusta, GA 30909	Yes	118565	Yes	Yes	Yes	Yes
CH2M Hill 1000 Abernathy Rd., Atlanta, GA 30328	Yes	123606	Yes	Yes	Yes	Yes
Johnson Laschober 1296 Broad Street Augusta, GA 30901	Yes	226309	Yes	Yes	Yes	Yes
Moreland Altobelli Asso 2211 Beaver Ruin Road, Suite 190 Norcross, GA 30071	Yes	53328	Yes	Yes	Yes	Yes
W R Toole Engineers 1005 Broad Street, 200 Augusta, GA 30901	Yes	62985	Yes	Yes	Yes	Yes
WK Dickson & Co 1450 Greene Street Augusta, GA 30901	Yes	AWIL6294/ 110665	Yes	Yes	Yes	Yes
Cranston Engineering Group 452 Ellis Street Augusta, GA 30903-2546	Yes	64684	Yes	Yes	Yes	Yes
Woolpert 375 Northridge Rd, # 100 Atlanta, GA 30350	Yes	11815	Yes	Yes	Yes	Yes
Dewberry 551 Piney Forest Road Danville, VA 24540	Yes	104636	Yes	Yes	Yes	Yes
McKim & Creed 8020 Tower Point Dr Charlotte, NC 28227	Yes	68813	Yes	Yes	Yes	Yes
Brown & Caldwell 900 Hammond Dr St 400 Atlanta, GA 30328	Yes	MNEW1351/ 69828	Yes	Yes	Yes	Yes
Hazen and Sawyer 5775 Peachtree Dunwoody Rd, St D-520 Atlanta, GA 30342	Yes	70249	Yes	Yes	Yes	Yes

Item # 1

RFQ Opening
RFQ Item #13-124
Engineering Consultant Services
for Augusta, Georgia - Utilities Department
RFQ Due: Friday, May 3, 2013 @ 11:00 a.m.

VENDORS	Attachment B	E-Verify	Addendum 1	SAVE Form	Original	6 Copies
ADS LLC 1300 Meridian St., 3000 Huntsville, AL 35801	Yes/Non-Compliant	23043	Yes	Yes	Yes	Yes
URS Corporation 1000 Abernathy Rd 900 Atlanta, GA 30328	Yes	No/Non-Compliant	Yes	Yes	Yes	Yes
Integrated Circles Tech 270 Peachtree St NW Atlanta, GA 30303	Yes	426843	Yes	Yes	Yes	Yes
EMC Engineering 10 Chatham Center South, Suite 100 Savannah, GA 31405	Yes	324745	Yes	Yes	Yes	Yes
Gresham, Smith & Part 1400 Nashville City Center 511 Union St Nashville, TN 37219	Yes	No/Non-Compliant	Yes	Yes	Yes	Yes
ZEL Engineers 435 Telfair Street Augusta, GA 30901	Yes	257101	Yes	Yes	Yes	Yes
MWH 230 Peachtree St., S 470 Atlanta, GA	Yes	539319	Yes	Yes	Yes	Yes
Stevenson & Palmer 723 Industrial Park Dr Evans, GA 30809	Yes	131222	Yes	Yes	Yes	Yes
Constantine Engineering 60-B Springdale Rd Mobile, AL 36606	Yes	104087	Yes	Yes	Yes	Yes
Jacobs Engineering 6801 Govenor's Lake Pk Norcross, GA 30071	Yes	212531	Yes	Yes	Yes	No/Non-Compliant
S L King & Associates 270 Peachtree St NW Atlanta, GA 30303	Yes	435335	Yes	No/Non-Compliant	Yes	Yes
S.L. King Technologies 270 Peachtree St NW Atlanta, GA 30303	Yes	435335	Yes	No/Non-Compliant	Yes	Yes
Rindt-McDuff Associates 334 Cherokee St Marietta, GA 30060	Yes	331909	Yes	Yes	Yes Item # 1	Yes

RFQ Opening
RFQ Item #13-124
Engineering Consultant Services
for Augusta, Georgia - Utilities Department
RFQ Due: Friday, May 3, 2013 @ 11:00 a.m.

VENDORS	Attachment B	E-Verify	Addendum 1	SAVE Form	Original	6 Copies
Christopher Booker 3319 Perkins Road Augusta, GA 30906	Yes	667907	Yes	Yes	Yes	Yes
Moore Associates 1009 East Avenue North Augusta, SC 29841	LATE	Non-Compliant				

FYI: Process Regarding Request for Qualifications

Sec. 1-10-47. Request for qualifications; pre-qualifications of contractors.

- (a) The Procurement Director, in consultation with the Administrator and using agency head may determine that it shall be in the best interest of Augusta, Georgia to pre-qualify offerors for contracts of a particular type. The imposed standards shall be met by any contractor who wishes submit a bid or proposal for the subject project. The contractor shall submit required data in order to obtain a fair and impartial determination of whether the pre-qualification standards have been met. When pre-qualification is required, only those contractors who submit the required pre-qualification information and who are actually pre-qualified to submit a bid or proposal for the proposed solicitation.
- (b) *Public notice.* Public notice of pre-qualification shall be given in the same manner as provided in section 1-10-50 (c).
- (c) *Pre-qualification standards.* The Procurement Director and affected using agency heads shall review all information submitted by the suppliers and, if necessary, require additional information. The standards set for pre-qualification shall include but not be limited to factors set forth in section 1-10-50-Sealed Bids; Bid Acceptance and Bid Evaluation or section 1-10-52-Sealed Proposals; Evaluation and Selection. If the Procurement Director and Administrator determine that the contractor meets all standards, then the contractor shall be so pre-qualified. The contractor shall be notified in writing.
- (d) *Failure to pre-qualify.* Should a contractor not be pre-qualified, appropriate written notice shall be sent and the contractor may appeal such determination as provided in Article 9.
- (e) In no instance shall a contract be awarded from the solicitation of request for qualifications.

Sec. 1-10-51. 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.

FYI: Process Regarding Request for Qualifications

- (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 only 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 may be held for the purpose of clarification to assure a full understanding of the solicitation requirement and responsiveness thereto.
- (f) 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. 1-10-52. Sealed proposals.

- (a) *Conditions for use.* In accordance with O.C.G.A. § 36-91-21(c)(1)(C), the competitive sealed proposals method may be utilized when it is determined in writing to be the most advantageous to Augusta, Georgia, taking into consideration the evaluation factors set forth in the request for proposals. The evaluation factors in the request for proposals shall be the basis on which the award decision is made when the sealed proposal method is used. Augusta, Georgia is not restricted from using alternative procurement methods for obtaining the best value on any procurement, such as Construction Management at Risk, Design/Build, etc.
- (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- 50(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.

FYI: Process Regarding Request for Qualifications

- (d) *Pre-proposal conference.* A pre-proposal conference may 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 1-10-50(c)-Public Notice and Bidder's List. No information provided at such pre-proposal conference shall be binding upon Augusta, Georgia unless provided in writing to all offerors.
- (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. No late proposals shall be accepted. 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 offerors will be identified at the proposal acceptance; 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). Such evaluation factors may include, but not be limited to:

- (1) The ability, capacity, and skill of the offeror to perform the contract or provide the services required;
- (2) The capability of the offeror to perform the contract or provide the service promptly or within the time specified, without delay or interference;
- (3) The character, integrity, reputation, judgment, experience, and efficiency of the offeror;
- (4) The quality of performance on previous contracts;
- (5) The previous and existing compliance by the offeror with laws and ordinances relating to the contract or services;
- (6) The sufficiency of the financial resources of the offeror relating to his ability to perform the contract;

FYI: Process Regarding Request for Qualifications

- (7) The quality, availability, and adaptability of the supplies or services to the particular use required; and
 - (8) Price.
- (h) *Selection committee.* A selection committee, minimally consisting of representatives of the procurement office, the using agency, and the Administrator's office or his designee shall convene for the purpose of evaluating the proposals.
 - (i) *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.
 - (j) From the date proposals are received by the Procurement Director through the date of contract award, no offeror shall make any substitutions, deletions, additions or other changes in the configuration or structure of the offeror's teams or members of the offeror's team.
 - (k) *Final negotiations and letting the contract.* The Committee shall rank the technical proposals, open and consider the pricing proposals submitted by each offeror. Award shall be made or recommended for award through the Augusta, Georgia Administrator, to the most responsible and responsive offeror whose proposal is determined to be the most advantageous to Augusta, Georgia, 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 the other applicable sections of this chapter.

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Planholders List

Member Name City of Augusta, GA (Augusta Commission)**Bid Number** RFQ-13-124-0-2013/PJM**Bid Name** Engineering Consultant Services

47 Planholder(s) found.

Supplier Name ▲	City	State	Phone	Fax
A2Z Sales	Toledo	OH	8007461218	8007461216
ADS	Huntsville	AL	2564306261	2564306633
AMEC	St. Louis	MO	3142095945	3142095929
American Consulting Engineers of Florida, LLC	Wesley Chapel	FL	8134352600	8134352601
Avcon, Inc.	Orlando	FL	4075991122	4075991133
Ayres Associates Inc.	Eau Claire	WI	7158343161	7158317500
Brown and Caldwell	Atlanta	GA	7703942997	7703969495
Building Technology Associates, Inc	Oak Park	MI	2483977123	2489674060
CDM Smith	Raleigh	NC	9197875620	9197815730
CH2M HILL	Edgewood	NM	5054149641	5058160589

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Planholders List

Member Name City of Augusta, GA (Augusta Commission)**Bid Number** RFQ-13-124-0-2013/PJM**Bid Name** Engineering Consultant Services

47 Planholder(s) found.

Supplier Name ▲	City	State	Phone	Fax
Constantine Engineering, Inc.	Mobilea	AL	2514790808	2513008610
ConstuctWorks	Chicago	IL	8777376482	3122757197
Croy Engineering, LLC	Marietta	GA	7709715407	7709710620
Dewberry	Bloomfield	NJ	9737809364	9733385860
ENERCON Services, Inc.	Kennesaw	GA	7702182971	7709191932
Engineering Design Technologies, Inc	Marietta	GA	7709880400	7709880300
Gresham, Smith and Partners	Louisville	KY	5026278900	8666512722
Hayes e-Government Resources, Inc.	Tallahassee	FL	8502970551	8502970644
Hazen and Sawyer, PC	Atlanta	GA	4044596363	4044596362
ING Consulting, Inc	Augusta	GA	7067741020	7067740065

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Planholders List

Member Name City of Augusta, GA (Augusta Commission)

Bid Number RFQ-13-124-0-2013/PJM

Bid Name Engineering Consultant Services

47 Planholder(s) found.

Supplier Name ▲	City	State	Phone	Fax
Kimley-Horn	Cary	NC	9196772000	9196772050
Kisinger Campo & Associates Corp.	Tampa	FL	8138715331	8138715135
Lilly Young & Associates	Norcross	GA	6785330300	6785330301
McCall & Associates, Inc.	Valdosta	GA	2292422551	2292448358
McCormick Taylor	Philadelphia	PA	2155924200	0000000000
McKim & Creed, Inc.	Raleigh	NC	9192338091	9192338031
Michael Baker Corporation	Moon Township	PA	8005531153	7574630503
Mulkey Engineers & Consultants	Roswell	GA	6787953600	6784613494
MVH	Atlanta	GA	4043482107	4046881084
NOVA	Kennesaw	GA	7704250777	7704251113

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Planholders List

Member Name City of Augusta, GA (Augusta Commission)**Bid Number** RFQ-13-124-0-2013/PJM**Bid Name** Engineering Consultant Services

47 Planholder(s) found.

Supplier Name ▲	City	State	Phone	Fax
Onvia, Inc. - Content Department	Seattle	WA	2063739500	8882637801
Pond & Company	Norcross	GA	6783367740	6783367740
RCC Consultants	Glen Allen	VA	7324042400	7324042580
S.I. King Technologies	Atlanta	GA	4045245800	4045245800
Schmidt Dell & Associates, Inc.	Pensacola	FL	8504380050	0000000000
Schnabel Engineering Associates, Inc.	West Columbia	SC	6106966066	8037966250
SCS ENGINEERS	Tampa	FL	8136210080	8136236757
Shaw Environmental and Infrastructure, Inc.	Winter Garden	FL	4072873223	4072873201
Stantec	Naples	FL	2396494040	2392636422
STEVENSON & PALMER ENGINEERING, INC.	Smyrna	GA	7709522481	7709551064

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Planholders List

Member Name City of Augusta, GA (Augusta Commission)

Bid Number RFQ-13-124-0-2013/PJM

Bid Name Engineering Consultant Services

47 Planholder(s) found.

Supplier Name ▲	City	State	Phone	Fax
Terracon - Charlotte	Charlotte	NC	7045979000	7045975262
Tetra Tech	Atlanta	GA	7708500949	7708500949
The Jaeger Company	Gainesville	GA	7705340506	7705340507
Westin Engineerring	Richmond	VA	8053644657	8043641111
Williams Communications, Inc.	Tallahassee	FL	8503851121	8505750346
WK Dickson & Co, Inc.	Charlotte	NC	7043345348	7043340078
Woolpert Inc	Charlotte	NC	7045256284	7045258529

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Bidders List

 Bid Item # 13-124

Cost \$ _____

#	Company Name	Complete Mailing Address	Date	Spec. #	Initials	Mailed By
1	<i>Ballop + Assoc Butch Ballop</i>					
2	McKim & Creed Attn: Mike Osborne 8020 Tower Point Drive Charlotte, NC 28227	<i>Phone 704 841-2588 Cell 704-575-5558</i>	<i>4/2/13</i>		<i>DW</i>	<i>U.S. mail</i>
3						
4	Stevenson & Palmer Engineering, Inc Attn: Richard Clegg 723 Industrial Park Drive, Suite #2 Evans, GA 30809		<i>4/2/13</i>		<i>DW</i>	<i>U.S. mail</i>
5						
6	Dewberry Attn: Teresa L. Crisp 2835 Brandywine Road, Suite 100 Atlanta, GA 30341		<i>4/16/13</i>		<i>DW</i>	<i>U.S. mail</i>
7						
8	<i>ADS 1300 Meridian St Ste 3000 Huntsville, AL 35801 Attn: Carolann Walker</i>		<i>4/25/13</i>		<i>pg</i>	<i>U.S. mail cert/return</i>
9	Gresham, Smith, and Partners Attn: John Barlow 2325 Lakeview Parkway Alpharetta, GA 30009-7940					
10						
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AUGUSTA, GA 30901

ATTN: MARK MIDEKOVICH
BRPH, INC
2000 POWERS FERRY ROAD
SUITE 600
MARIETTA, GA 30067

RAY THOMAS, PE
JORDAN JONES & GOULDING
6801 GOVERNORS LAKE PKY, BLDG 200
NORCROSS, GA 30071

JOHN DEAN, PE
ARCADIS GERAGHTY & MILLER INC.
2849 PACES FERRY ROAD, SUITE 400
ATLANTA, GA 30339

JOHNSON LASCHOB & ASSOCIATES
1296 BROAD STREET
AUGUSTA, GA 30901

DAVID VANLANDINGHAM
KECK & WOOD, INC.
2425 COMMERCE AVENUE NW
DULUTH, GA 30096

BIRDEL F. JACKSON, III, PE
B&E JACKSON ENGINEERS
SUITE 2100
34 PEACHTREE STREET, NW
ATLANTA, GA 30303

EMC ENGINEERING SERVICES
4106 COLBERN BLVD, STE 105
EVANS, GA 30809

H LAWSON GRAHAM & ASSOCIATES
3662 WHEELER ROAD
AUGUSTA, GA 30909

BENJAMIN C. WRIGHT, JR, PE
B.P BARBER & ASSOCIATES, INC.
101 RESEARCH DRIVE
COLUMBIA, SC 29203

TOM CLARK, PE
GANNETT FLEMING, INC.
BLDG 100, SUITE 350
2743 PERIMETER PARKWAY
AUGUSTA, GA 30909

ATTN: SCOTT WILLIAMS
CRANSTON ENGINEERING
452 ELLIS STREET
AUGUSTA, GA 30903-2546

BLACK & VEATCH CORP.
10715 DAVID TAYLOR DRIVE
SUITE 240
CHARLOTTE, NC 28262

ATTN: RICK TOOLE
W. R. TOOLE ENGINEERS INC
1005 BROAD STREET, STE 200
AUGUSTA, GA 30901

MOORE & ASSOCIATES ENGINEERING
1009 EAST AVENUE
NORTH AUGUSTA, SC 29841

BRIAN G. BESSON
BRIAN G. BESSON & ASSOCIATES
2004 WELLINGTON RD.
NORTH AUGUSTA, SC 29841

ROBERT H. MILLER, PE
GREENHORNE & O'MARA, INC.
2211 NEWMARKET PKWY, SUITE 104
MARIETTA, GA 30067

ONESOURCE DEVELOPMENT, LLC
4210 COLUMBIA RD., SUITE 16-A
MARTINEZ, GA 30907

DIETER FRANZ, PE
CAMP DRESSER & MCKEE INC.
2030 POWERS FERRY RD., SUITE 325
ATLANTA, GA 30339

W. K. DICKSON & CO.
1450 GREENE STREET
AUGUSTA, GA 30901

PARSON ENGINEERING SCIENCE, INC.
5390 TRIANGLE PKWY, SUITE 100
NORCROSS, GA 30092

P M & A CONSULTING ENGINEERS
609 BROAD STREET
AUGUSTA, GA 30901

JOHN POWELL
INTEGRATED SITE SOLUTIONS, INC.
4571-B COX ROAD
EVANS, GA 30809

PRUETT FORD & ASSOCIATES
1201 BROAD STREET
AUGUSTA, GA 30901

MICHAEL MONGRUE, PE
ELECTRICAL DESIGN CONSULTANTS,
INC.
1201 BROAD ST., SUITE 1A
AUGUSTA, GA 30901

BILL S. HARGROVE
JAMES G. SWIFT & ASSOC.
1206 INTERSTATE PKWY.
AUGUSTA, GA 30909

LEE E. WHEATLEY
PM&A CONSULTING ENGINEERS, INC.
609 BROAD STREET
AUGUSTA, GA 30901

ROBERT L. TITUS, PE
EMC ENGINEERING SERVICES, INC.
1450 GREENE ST., SUITE 530
AUGUSTA, GA 30901

PRAD GROUP, INC.
CENTENNIAL TOWER, SUITE 3502
101 MARIETTA ST.
ATLANTA, GA 30303

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1168 BROAD STREET
AUGUSTA, GA 30901

SOUTHERN PARTNERS INC
1233 AUGUSTA WEST PARKWAY
AUGUSTA, GA 30909

ATTN: MASOOD SHABAZZ
HEATHE & LINEBACK ENGINEERS
2390 CANTON ROAD
BLDG 200
MARIETTA, GA 30066

INTEGRATED SCIENCE & ENGINEERING
275 SOUTH LEE ST.
FAYETTEVILLE, GA 30214

THOMAS A. BUTTS, P.E.
LOCKWOOD GREENE ENGINEERS, INC.
1450 GREENE STREET
SUITE 200
AUGUSTA, GA 30901

JAY ASHTIANI
UNITED CONSULTING
625 HOLCOMB BRIDGE ROAD
NORCROSS, GA 30071

STEVEN SLOCUM
DELTA MUNICIPAL SUPPLY CO.
855 MARATHON PKWY
LAWRENCEVILLE, GA 30045

ETC ENVIRONMENTAL TESTING
2924 WALNUT GROVE ROAD
MEMPHIS, TN 38111

USINFRASTRUCTURE, INC. ENG.
SUITE 220
1000 MANSELL EXCHANGE WEST
ALPHARETTA, GA 30022

STANTEC CONSULTING SERVICES
4875 RIVERSIDE DRIVE
MACON, GA 31210

HEATH & LINEBACK ENGINEERS
12 POWDER SPRING STREET
MARIETTA, GA 30064

WILLIAMS-RUSSELL & JOHNSON, INC.
807 GERVAIS STREET, SUITE 102
COLUMBIA, SC 29201

MAXWELL ENGINEERING INC.
124 SAVANNAH AVE.
SUITE 2D-2
STATESBORO, GA 30458

GRESHAM SMITH & PARTNERS
2325 LAKEVIEW PARKWAY
SUITE 400
ALPHARETTA, GA 30004

CHEATHAM, FLETCHER, SCOTT &
SEARS
420 ½ EIGHTH STREET
AUGUSTA, GA 30901

VOLKERT & ASSOCIATES, INC.
2515 CLEVELAND HIGHWAY
SUITE 5
DALTON, GA 30721

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425 OAK STREET, NW
GAINESVILLE, GA 30501

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1800 PARKWAY PLACE
SUITE 720
MARIETTA, GA 30067

ENGINEERING CONSULTING SERVICES
1800 SANDY PLAINS PARKWAY
SUITE 208
MARIETTA, GA 30066

EMC ENGINEERING SERVICES
P. O. BOX 8101
SAVANNAH, GA 31412

R. K. SHAH & ASSOCIATES
1280 WINCHESTER PARKWAY SE
SUITE 240
SMYRNA, GA 30080

CLARK PATTERSON ASSOCIATES
4000 SMITHTOWN ROAD
SUITE 200
SUWANEE, GA 30024

NICHOLAS DICKINSON & ASSOC
801 BROAD STREET
SUITE 1012
AUGUSTA, GA 30901

HDR/WL JORDEN, INC.
301 PERIMETER CENTER NORTH
SUITE 400
ATLANTA, GA 30346

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1201 BROAD STREET
SUITE 2A
AUGUSTA, GA 30901

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3319 PERKINS ROAD
AUGUSTA, GA 30906

SANDEFORD & WEBB
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AUGUSTA, GA 30904

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1928 EXECUTIVE PARK DR.
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ATLANTA, GA 30340

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SENECA, SC 29678

PHILLIPS & JORDAN, INC.
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ROBBINSVILLE, NC 28771

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MARIETTA, GA 30060

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3012 UW HIGHWAY 301 N
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TAMPA, FL 33619

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SUITE 8
TAMPA, FL 33607

WESTON SOLUTIONS
5430 METRIC PLACE SUITE 100
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2004 WELLINGTON RD.
NORTH AUGUSTA, SC 29841

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1070 IRIS DRIVE, SUITE C
CONYERS, GA 30094

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817 - 12TH STREET
AUGUSTA, GA 30901

GRICE & ASSOCIATES
TWO MIDTOWN PLAZA
1349 W PEACHTREE ST. NE
SUITE 1290
ATLANTA, GA 30309

PHARR ENGINEERING
1770 CENTURY CIRCLE
SUITE 22
ATLANTA, GA 30345

LAW & CO
100 ARNOLD MILL WAY
SUITE A
WOODSTOCK, GA 30188

J. B. TRIMBLE, INC.
6445 POWERS FERRY ROAD
SUITE 100
ATLANTA, GA 30339-2933

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SUITE 2701
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NORCROSS, GA 30071

WELKER
445 MANGET ST.
MARIETTA, GA 30060

NEEL-SCHAFFER, INC.
3483 SATELLITE BLVD.
SUITE 215
DULUTH, GA 30096

THE MCMEADOY GROUP
3520 PIEDMONT RD.
SUITE 301
ATLANTA, GA 30305

PBS & J
5665 NEW NORTHSIDE DR.
SUITE 400
ATLANTA, GA 30328

R. W. ARMSTRONG & ASSOC
3675 CRESTWOOD PKWY, NW
SUITE 200
DULUTH, GA 30096

HOBBS, UPCHURCH & ASSOC.
35 PROFESSIONAL VILLAGE CIRCLE
BEAUFORT, SC 29907

THE RBA GROUP
1350 SPRING STREET
SUITE 40
ATLANTA, GA 30309

STEVENS & WILKINSON
100 PEACHTREE STREET
ATLANTA, GA 30303-6801

LAI ENGINEERING
1800 PARKWAY CENTER
SUITE 720
MARIETTA, GA 30060

T3 DESIGN ASSOCIATES, INC.
3340 PEACHTREE RD. NE
SUITE 180
ATLANTA, GA 30326

AHC, INCORPORATED
1230 PEACHTREE ST. NE
SUITE 1900
ATLANTA, GA 30309

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Tom Wiediemer
Utilities Department
Bay Street

Deanna Davis
Utilities Department
Bay Street

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Services mailed 3/28/13

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Engineering Consulting Services
For Utilities Department
RFQ Due: Fri. 5/3/13 @ 11:00 a.m.

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Cumulative Evaluation Sheet RFQ Item #13-124 Engineering Consultant Services for Augusta, Georgia - Utilities Department					
Evaluation Criteria	1. Firm Experience	2. Experience of Proposed Staff	3. Knowledge of Augusta Systems	4. References	Total
Points	25	25	25	25	100
VENDORS	A. Water Distribution Analysis				
James G Swift & Assoc 1206 Interstate Parkway Augusta, GA 30909	20.0	20.0	20.0	16.7	76.7
CH2M Hill 1000 Abernathy Rd., Atlanta, GA 30328	20.0	20.0	16.7	10.0	66.7
Johnson Laschober 1296 Broad Street Augusta, GA 30901	20.0	20.0	20.0	20.0	80.0
Moreland Altobelli Asso 2211 Beaver Ruin Rd, Suite 190 Norcross, GA 30071	20.0	20.0	6.7	16.7	63.3
W R Toole Engineers 1005 Broad Street, 200 Augusta, GA 30901	20.0	20.0	20.0	16.7	76.7
WK Dickson & Co 1450 Greene Street Augusta, GA 30901	20.0	20.0	11.7	20.0	71.7
Cranston Engineering Group 452 Ellis Street Augusta, GA 30903-2546	20.0	20.0	20.0	20.0	80.0
Woolpert 375 Northridge Rd, # 100 Atlanta, GA 30350					
Dewberry 551 Piney Forest Road Danville, VA 24540	20.0	20.0	6.7	16.7	63.3
McKim & Creed 8020 Tower Point Dr Charlotte, NC 28227	20.0	20.0	6.7	16.7	63.3
Brown & Caldwell 900 Hammond Dr St 400 Atlanta, GA 30328					
Hazen and Sawyer 5775 Peachtree Dunwoody Rd, St D-520 Atlanta, GA 30342	20.0	20.0	5.0	16.7	61.7
Integrated Circles Tech 270 Peachtree St NW Atlanta, GA 30303	15.0	10.0	10.0	10.0	45.0
EMC Engineering 10 Chatham Center S, Suite 100 Savannah, GA 31405	20.0	20.0	6.7	16.7	63.3
ZEL Engineers 435 Telfair Street Augusta, GA 30901	20.0	20.0	20.0	20.0	80.0
MWH 230 Peachtree St., S 470 Atlanta, GA	15.0	15.0	8.3	16.7	55.0
Stevenson & Palmer 723 Industrial Park Dr Evans, GA 30809	20.0	20.0	15.0	20.0	75.0
Constantine Engineering 60-B Springdale Rd Mobile, AL 36606					
Rindt-McDuff Associates 334 Cherokee St Marietta, GA 30060	20.0	20.0	5.0	16.7	61.7
Christopher Booker 3319 Perkins Road Augusta, GA 30906					

Cumulative Evaluation Sheet RFQ Item #13-124 Engineering Consultant Services for Augusta, Georgia - Utilities Department					
Evaluation Criteria	1. Firm Experience	2. Experience of Proposed Staff	3. Knowledge of Augusta Systems	4. References	Total
Points	25	25	25	25	100
VENDORS	B. Wastewater Collection Analysis				
James G Swift & Assoc 1206 Interstate Parkway Augusta, GA 30909	20.0	20.0	20.0	16.7	76.7
CH2M Hill 1000 Abernathy Rd., Atlanta, GA 30328	20.0	20.0	16.7	10.0	66.7
Johnson Laschober 1296 Broad Street Augusta, GA 30901	20.0	20.0	20.0	20.0	80.0
Moreland Altobelli Asso 2211 Beaver Ruin Rd, Suite 190 Norcross, GA 30071	20.0	20.0	6.7	16.7	63.3
W R Toole Engineers 1005 Broad Street, 200 Augusta, GA 30901	20.0	20.0	20.0	16.7	76.7
WK Dickson & Co 1450 Greene Street Augusta, GA 30901	20.0	20.0	15.0	20.0	75.0
Cranston Engineering Group 452 Ellis Street Augusta, GA 30903-2546	20.0	20.0	20.0	20.0	80.0
Woolpert 375 Northridge Rd, # 100 Atlanta, GA 30350					
Dewberry 551 Piney Forest Road Danville, VA 24540	20.0	20.0	6.7	16.7	63.3
McKim & Creed 8020 Tower Point Dr Charlotte, NC 28227	20.0	20.0	6.7	16.7	63.3
Brown & Caldwell 900 Hammond Dr St 400 Atlanta, GA 30328					
Hazen and Sawyer 5775 Peachtree Dunwoody Rd, St D-520 Atlanta, GA 30342	20.0	20.0	5.0	16.7	61.7
Integrated Circles Tech 270 Peachtree St NW Atlanta, GA 30303					
EMC Engineering 10 Chatham Center S, Suite 100 Savannah, GA 31405	20.0	10.0	6.7	16.7	53.3
ZEL Engineers 435 Telfair Street Augusta, GA 30901	20.0	20.0	20.0	20.0	80.0
MWH 230 Peachtree St., S 470 Atlanta, GA	20.0	15.0	8.3	16.7	60.0
Stevenson & Palmer 723 Industrial Park Dr Evans, GA 30809	20.0	20.0	15.0	20.0	75.0
Constantine Engineering 60-B Springdale Rd Mobile, AL 36606					
Rindt-McDuff Associates 334 Cherokee St Marietta, GA 30060	20.0	20.0	5.0	16.7	61.7
Christopher Booker 3319 Perkins Road Augusta, GA 30906					

Cumulative Evaluation RFQ Item #13-124 Engineering Consultant Services for Augusta, Georgia - Utilities Department					
Evaluation Criteria	1. Firm Experience	2. Experience of Proposed Staff	3. Knowledge of Augusta Systems	4. References	Total
Points	25	25	25	25	100
VENDORS	C. Water Treatment Plants				
James G Swift & Assoc 1206 Interstate Parkway Augusta, GA 30909					
CH2M Hill 1000 Abernathy Rd., Atlanta, GA 30328	20.0	20.0	16.7	10.0	66.7
Johnson Laschober 1296 Broad Street Augusta, GA 30901					
Moreland Altobelli Asso 2211 Beaver Ruin Rd, Suite 190 Norcross, GA 30071	20.0	20.0	6.7	16.7	63.3
W R Toole Engineers 1005 Broad Street, 200 Augusta, GA 30901					
WK Dickson & Co 1450 Greene Street Augusta, GA 30901					
Cranston Engineering Group 452 Ellis Street Augusta, GA 30903-2546					
Woolpert 375 Northridge Rd, # 100 Atlanta, GA 30350					
Dewberry 551 Piney Forest Road Danville, VA 24540					
McKim & Creed 8020 Tower Point Dr Charlotte, NC 28227	20.0	20.0	6.7	16.7	63.3
Brown & Caldwell 900 Hammond Dr St 400 Atlanta, GA 30328	20.0	20.0	5.0	20.0	65.0
Hazen and Sawyer 5775 Peachtree Dunwoody Rd, St D-520 Atlanta, GA 30342	20.0	20.0	5.0	16.7	61.7
Integrated Circles Tech 270 Peachtree St NW Atlanta, GA 30303					
EMC Engineering 10 Chatham Center S, Suite 100 Savannah, GA 31405					
ZEL Engineers 435 Telfair Street Augusta, GA 30901	20.0	20.0	20.0	20.0	80.0
MWH 230 Peachtree St., S 470 Atlanta, GA	20.0	15.0	11.7	20.0	66.7
Stevenson & Palmer 723 Industrial Park Dr Evans, GA 30809					
Constantine Engineering 60-B Springdale Rd Mobile, AL 36606					
Rindt-McDuff Associates 334 Cherokee St Marietta, GA 30060					
Christopher Booker 3319 Perkins Road Augusta, GA 30906					

Cumulative Evaluation Sheet RFQ Item #13-124 Engineering Consultant Services for Augusta, Georgia - Utilities Department					
Evaluation Criteria	1. Firm Experience	2. Experience of Proposed Staff	3. Knowledge of Augusta Systems	4. References	Total
Points	25	25	25	25	100
VENDORS	D. Wastewater Treatment Plants				
James G Swift & Assoc 1206 Interstate Parkway Augusta, GA 30909					
CH2M Hill 1000 Abernathy Rd., Atlanta, GA 30328	20.0	20.0	16.7	13.3	70.0
Johnson Laschober 1296 Broad Street Augusta, GA 30901					
Moreland Altobelli Asso 2211 Beaver Ruin Rd, Suite 190 Norcross, GA 30071	20.0	20.0	6.7	16.7	63.3
W R Toole Engineers 1005 Broad Street, 200 Augusta, GA 30901					
WK Dickson & Co 1450 Greene Street Augusta, GA 30901					
Cranston Engineering Group 452 Ellis Street Augusta, GA 30903-2546					
Woolpert 375 Northridge Rd, # 100 Atlanta, GA 30350					
Dewberry 551 Piney Forest Road Danville, VA 24540					
McKim & Creed 8020 Tower Point Dr Charlotte, NC 28227	20.0	20.0	6.7	16.7	63.3
Brown & Caldwell 900 Hammond Dr St 400 Atlanta, GA 30328	20.0	20.0	5.0	16.7	61.7
Hazen and Sawyer 5775 Peachtree Dunwoody Rd, St D-520 Atlanta, GA 30342	20.0	20.0	5.0	20.0	65.0
Integrated Circles Tech 270 Peachtree St NW Atlanta, GA 30303					
EMC Engineering 10 Chatham Center S, Suite 100 Savannah, GA 31405	20.0	10.0	5.0	16.7	51.7
ZEL Engineers 435 Telfair Street Augusta, GA 30901	20.0	20.0	20.0	20.0	80.0
MWH 230 Peachtree St., S 470 Atlanta, GA	20.0	15.0	10.0	16.7	61.7
Stevenson & Palmer 723 Industrial Park Dr Evans, GA 30809					
Constantine Engineering 60-B Springdale Rd Mobile, AL 36606					
Rindt-McDuff Associates 334 Cherokee St Marietta, GA 30060					
Christopher Booker 3319 Perkins Road Augusta, GA 30906					

Cumulative Evaluation Sheet RFQ Item #13-124 Engineering Consultant Services for Augusta, Georgia - Utilities Department					
Evaluation Criteria	1. Firm Experience	2. Experience of Proposed Staff	3. Knowledge of Augusta Systems	4. References	Total
Points	25	25	25	25	100
VENDORS	E.. Collection System Evaluation				
James G Swift & Assoc 1206 Interstate Parkway Augusta, GA 30909					
CH2M Hill 1000 Abernathy Rd., Atlanta, GA 30328	20.0	20.0	16.7	10.0	66.7
Johnson Laschober 1296 Broad Street Augusta, GA 30901					
Moreland Altobelli Asso 2211 Beaver Ruin Rd, Suite 190 Norcross, GA 30071	10.0	15.0	6.7	16.7	48.3
W R Toole Engineers 1005 Broad Street, 200 Augusta, GA 30901					
WK Dickson & Co 1450 Greene Street Augusta, GA 30901	20.0	15.0	15.0	20.0	70.0
Cranston Engineering Group 452 Ellis Street Augusta, GA 30903-2546					
Woolpert 375 Northridge Rd, # 100 Atlanta, GA 30350	20.0	20.0	6.7	20.0	66.7
Dewberry 551 Piney Forest Road Danville, VA 24540	20.0	20.0	6.7	16.7	63.3
McKim & Creed 8020 Tower Point Dr Charlotte, NC 28227	20.0	20.0	6.7	20.0	66.7
Brown & Caldwell 900 Hammond Dr St 400 Atlanta, GA 30328	20.0	20.0	5.0	16.7	61.7
Hazen and Sawyer 5775 Peachtree Dunwoody Rd, St D-520 Atlanta, GA 30342	20.0	20.0	5.0	16.7	61.7
Integrated Circles Tech 270 Peachtree St NW Atlanta, GA 30303	5.0	15.0	5.0	10.0	35.0
EMC Engineering 10 Chatham Center S, Suite 100 Savannah, GA 31405					
ZEL Engineers 435 Telfair Street Augusta, GA 30901					
MWH 230 Peachtree St., S 470 Atlanta, GA	20.0	20.0	8.3	16.7	65.0
Stevenson & Palmer 723 Industrial Park Dr Evans, GA 30809					
Constantine Engineering 60-B Springdale Rd Mobile, AL 36606	20.0	20.0	5.0	16.7	61.7
Rindt-McDuff Associates 334 Cherokee St Marietta, GA 30060					
Christopher Booker 3319 Perkins Road Augusta, GA 30906					

Cumulative Evaluation Sheet RFQ Item #13-124 Engineering Consultant Services for Augusta, Georgia - Utilities Department					
Evaluation Criteria	1. Firm Experience	2. Experience of Proposed Staff	3. Knowledge of Augusta Systems	4. References	Total
Points	25	25	25	25	100
VENDORS	F. Municipal Operation & Maintenance				
James G Swift & Assoc 1206 Interstate Parkway Augusta, GA 30909					
CH2M Hill 1000 Abernathy Rd., Atlanta, GA 30328	20.0	20.0	16.7	10.0	66.7
Johnson Laschober 1296 Broad Street Augusta, GA 30901					
Moreland Altobelli Asso 2211 Beaver Run Rd, Suite 190 Norcross, GA 30071					
WR Toole Engineers 1005 Broad Street, 200 Augusta, GA 30901					
WK Dickson & Co 1450 Greene Street Augusta, GA 30901					
Cranston Engineering Group 452 Ellis Street Augusta, GA 30903-2546					
Woolpert 375 Northridge Rd, # 100 Atlanta, GA 30350					
Dewberry 551 Piney Forest Road Danville, VA 24540	20.0	20.0	6.7	16.7	63.3
McKim & Creed 8020 Tower Point Dr Charlotte, NC 28227					
Brown & Caldwell 900 Hammond Dr St 400 Atlanta, GA 30328					
Hazen and Sawyer 5775 Peachtree Dunwoody Rd, St D-520 Atlanta, GA 30342					
Integrated Circles Tech 270 Peachtree St NW Atlanta, GA 30303					
EMC Engineering 10 Chatham Center S, Suite 100 Savannah, GA 31405					
ZEL Engineers 435 Telfair Street Augusta, GA 30901					
MWH 230 Peachtree St., S 470 Atlanta, GA	20.0	10.0	10.0	16.7	56.7
Stevenson & Palmer 723 Industrial Park Dr Evans, GA 30809					
Constantine Engineering 60-B Springdale Rd Mobile, AL 36606					
Rindt-McDuff Associates 334 Cherokee St Marietta, GA 30060					
Christopher Booker 3319 Perkins Road Augusta, GA 30906					

Cumulative Evaluation RFQ Item #13-124 Engineering Consultant Services for Augusta, Georgia - Utilities Department					
Evaluation Criteria	1. Firm Experience	2. Experience of Proposed Staff	3. Knowledge of Augusta Systems	4. References	Total
Points	25	25	25	25	100
VENDORS	G. Utility Management				
James G Swift & Assoc 1206 Interstate Parkway Augusta, GA 30909					
CH2M Hill 1000 Abernathy Rd., Atlanta, GA 30328	20.0	20.0	16.7	10.0	66.7
Johnson Laschober 1296 Broad Street Augusta, GA 30901					
Moreland Altobelli Asso 2211 Beaver Ruin Rd, Suite 190 Norcross, GA 30071					
W R Toole Engineers 1005 Broad Street, 200 Augusta, GA 30901					
WK Dickson & Co 1450 Greene Street Augusta, GA 30901	20.0	20.0	8.3	16.7	65.0
Cranston Engineering Group 452 Ellis Street Augusta, GA 30903-2546					
Woolpert 375 Northridge Rd, # 100 Atlanta, GA 30350					
Dewberry 551 Piney Forest Road Danville, VA 24540	15.0	20.0	11.7	16.7	63.3
McKim & Creed 8020 Tower Point Dr Charlotte, NC 28227					
Brown & Caldwell 900 Hammond Dr St 400 Atlanta, GA 30328					
Hazen and Sawyer 5775 Peachtree Dunwoody Rd, St D-520 Atlanta, GA 30342					
Integrated Circles Tech 270 Peachtree St NW Atlanta, GA 30303					
EMC Engineering 10 Chatham Center S, Suite 100 Savannah, GA 31405					
ZEL Engineers 435 Telfair Street Augusta, GA 30901					
MWH 230 Peachtree St., S 470 Atlanta, GA	10.0	15.0	10.0	16.7	51.7
Stevenson & Palmer 723 Industrial Park Dr Evans, GA 30809					
Constantine Engineering 60-B Springdale Rd Mobile, AL 36606					
Rindt-McDuff Associates 334 Cherokee St Marietta, GA 30060					
Christopher Booker 3319 Perkins Road Augusta, GA 30906					

Cumulative Evaluation RFQ Item #13-124 Engineering Consultant Services for Augusta, Georgia - Utilities Department					
Evaluation Criteria	1. Firm Experience	2. Experience of Proposed Staff	3. Knowledge of Augusta Systems	4. References	Total
Points	25	25	25	25	100
VENDORS	H. Architecture				
James G Swift & Assoc 1206 Interstate Parkway Augusta, GA 30909					
CH2M Hill 1000 Abernathy Rd., Atlanta, GA 30328					
Johnson Laschober 1296 Broad Street Augusta, GA 30901	20.0	20.0	20.0	20.0	80.0
Moreland Altobelli Asso 2211 Beaver Ruin Rd, Suite 190 Norcross, GA 30071	20.0	15.0	6.7	16.7	58.3
W R Toole Engineers 1005 Broad Street, 200 Augusta, GA 30901					
WK Dickson & Co 1450 Greene Street Augusta, GA 30901					
Cranston Engineering Group 452 Ellis Street Augusta, GA 30903-2546					
Woolpert 375 Northridge Rd, # 100 Atlanta, GA 30350					
Dewberry 551 Piney Forest Road Danville, VA 24540					
McKim & Creed 8020 Tower Point Dr Charlotte, NC 28227					
Brown & Caldwell 900 Hammond Dr St 400 Atlanta, GA 30328					
Hazen and Sawyer 5775 Peachtree Dunwoody Rd, St D-520 Atlanta, GA 30342					
Integrated Circles Tech 270 Peachtree St NW Atlanta, GA 30303					
EMC Engineering 10 Chatham Center S, Suite 100 Savannah, GA 31405					
ZEL Engineers 435 Telfair Street Augusta, GA 30901	15.0	15.0	15.0	20.0	65.0
MWH 230 Peachtree St., S 470 Atlanta, GA					
Stevenson & Palmer 723 Industrial Park Dr Evans, GA 30809					
Constantine Engineering 60-B Springdale Rd Mobile, AL 36606					
Rindt-McDuff Associates 334 Cherokee St Marietta, GA 30060					
Christopher Booker 3319 Perkins Road Augusta, GA 30906	20.0	20.0	15.0	20.0	75.0



**Engineering Services Committee Meeting
8/12/2013 1:00 PM**

I-20 Eastbound/Riverwatch Parkway Corridor Improvements Project -SA1

Department: Engineering

Caption: Motion to approve funding for the final phases of the Design Consultant Services Agreement to LPA Group for the Riverwatch Parkway at I-20 Corridor Improvements Project in the amount of \$616,671 as requested by AED.

Background: The Riverwatch Parkway corridor in the vicinity of Interstate 20 is one of the more heavily traveled routes in Augusta-Richmond County, carrying approximately 30,000 vehicles per day. This corridor is one of the primary routes from West Augusta and Columbia County into the Augusta Downtown and Medical District and experiences congestion during peak periods of travel which can be attributed to several factors including lack of left-turn capacity, lack of signal interconnectivity and unbalanced lane utilization. In February 2011, LPA Group was awarded the Design Consultant Services contract for the project and released to perform the initial phases of the project that included: traffic analysis, concept development, environmental document and survey. The purpose of this item is to continue the project and move it from concept into detailed design and move the project to construction

Analysis: In February 2011, commission approved the initial design phases of the project that included concept development, survey, environmental documentation, and public involvement. The purpose of this item is to move the project from concept to final design and keep it moving forward.

Financial Impact: \$490,000 will be funded through SPLOST Phase VI with the remainder funded through TIA discretionary funds and will be reimbursed through the TIA.

Alternatives: 1) Motion to approve funding for the final phases of the Design Consultant Services Agreement to LPA Group for the Riverwatch Parkway at I-20 Corridor Improvements Project in the amount of \$616,671 as requested by AED. 2) Do not approve.

Cover Memo

Item # 2

Recommendation: Approve Alternative Number One

**Funds are Available
in the Following
Accounts:** SPLOST VI and TIA Discretionary Funds

REVIEWED AND APPROVED BY:

Finance.

Procurement.

Law.

Administrator.

Clerk of Commission

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

ENGINEERING DEPARTMENT

Augusta Richmond County Project Number(s):	328-041120-210328702
Supplemental Agreement Number:	1
Purchase Order Number:	193696

SUPPLEMENTAL AGREEMENT

WHEREAS, We, **LPA Group**, entered into a contract with Augusta, GA., on February 15, 2011, for Engineering Design Services for **I-20 Eastbound/Riverwatch Parkway at Corridor Improvements Project**, File Reference No.09-014 (A), and

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

Engineering services to consist of final design and construction documents

It is agreed that as a result of the above described modification the contract amount is increased by **\$616,671.00** from **\$245,878.00** to a new total of **\$862,549.00**.

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

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

This _____ day of _____, 2013.

RECOMMEND FOR APPROVAL:

AUGUSTA, GEORGIA

Honorable Deke S. Copenhaver, Mayor

Approved: Date _____

ATTEST:

Title: _____

Approved: Date _____
[ATTACHED CORPORATE SEAL]

ATTEST:

Title: _____

Item # 2

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

Augusta-Richmond County, Georgia

CPB#328-041120

**CAPITAL PROJECT BUDGET
I-20 Eastbound/Riverwatch Ramp
Change Number One**

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

Section 1: This project is set up and authorized to CPB#328-041120-210328702. This project the final phases of the Riverwatch Parkway at I-20 Corridor Improvements. Funds available in the amount of \$616,671.00 awarded to LPA Group and available in SP Phase VI for Supplemental Agreement Number One.

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

SPLOST Phase VI	\$ 245,878
SPLOST Phase VI	\$ 490,000
TIA Discretionary Funds	\$ 126,671
	<u>\$ 862,549</u>

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

By Basin	By District
Phinizy	\$ 862,549

Section 4: Copies of this Capital Project Budget shall be made available to the Comptroller for direction in carrying out this project.

Adopted this _____ day of _____.

Approved

Honorable Deke Copenhaver, Mayor

Augusta-Richmond County, Georgia

CPB#328-041120

**CAPITAL PROJECT BUDGET
I-20 Eastbound/Riverwatch Ramp**

	Change Number One		
	CPB AMOUNT	CPB	NEW
<u>SOURCE OF FUNDS</u>	<u>CPB</u>	<u>Addition</u>	<u>CPB</u>
SPLOST PHASE VI	(\$245,878)		(\$245,878)
SPLOST PHASE VI		(\$490,000)	(\$490,000)
TIA Discretionary Funds		(\$126,671)	(\$126,671)
TOTAL SOURCES:	(\$245,878)	(\$616,671)	(\$862,549)

USE OF FUNDS

ENGINEERING			
328-041120-5212115	\$245,878	\$616,671	\$862,549
TOTAL USES:	\$245,878	\$616,671	\$862,549

n. For

I-210328702

: is for
ng is
LOST

I-210328702



**Engineering Services Committee Meeting
8/12/2013 1:00 PM
Maintenance costs of vacant lots**

Department:

Caption: Discuss the apparent ineffectiveness of right-of-way and vacant lot grass cutting/cleaning and receive from Administrator/Solid Waste Director explanations as to how the service can be improved and whether additional resources are needed.
(Requested by Commissioner Bill Lockett)

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:



**Engineering Services Committee Meeting
8/12/2013 1:00 PM
Minutes**

Department: Clerk of Commission

Caption: Motion to approve the minutes of the Engineering Services Committee held on July 29, 2013.

Background:

Analysis:

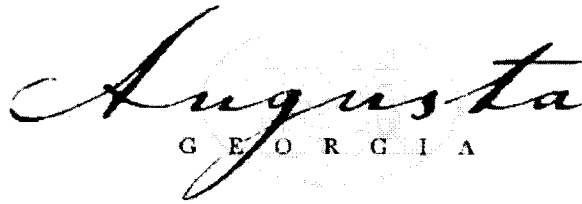
Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:



Engineering Services Committee Meeting Commission Chamber - 7/29/2013

ATTENDANCE:

Present: Hons. Deke Copenhaver, Mayor; Jackson, Chairman; Fennoy, Vice Chairman; Johnson and Davis, members.

ENGINEERING SERVICES

1. Motion to authorize condemnation to acquire title of a portion of property for permanent easement and temporary easement, (Parcel 052-0-057-00-0) 3812 Belair Road. **Item Action:**
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Mr. Johnson out. Motion Passes 3-0.	Commissioner Mary Davis	Commissioner William Fennoy	Passes

2. Motion to authorize condemnation to acquire title of a portion of property for permanent easement and temporary easement, (Parcel 053-0-0410-0) 3708 Belair Road. **Item Action:**
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Mr. Johnson out. Motion Passes 3-0.	Commissioner Mary Davis	Commissioner William Fennoy	Passes

3. Motion to authorize condemnation to acquire title of a portion of property for permanent easement and temporary easement, (Parcel 053-0-032-00-0) 3752 Belair Road. **Item Action:**
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Mr. Johnson out. Motion Passes 3-0.	Commissioner Mary Davis	Commissioner William Fennoy	Passes

4. Approve a contract for RFP 12-167, Waste Diversion Renewable Energy Program to Rational Energy. **Item Action:**
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Mr. Johnson out. Motion Passes 3-0.	Commissioner Mary Davis	Commissioner William Fennoy	Passes

5. Approve funding to Harris Construction in the amount of \$94,933.75 for the costs associated with performing the requirements to provide asphalt pavement patch repairs, concrete curb and sidewalk replacement for various Augusta Utilities Projects. **Item Action:**
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Mr. Johnson out. Motion Passes 3-0.	Commissioner Mary Davis	Commissioner William Fennoy	Passes

6. Motion to approve funding for the final phase of the Design Consultant Services Agreement to Pond and Company, CPB (328-041110-211828701,211828704) Change Number One and Supplemental Agreement Number One on the Berckmans Road Widening, Realignment and Bridge Replacement Project in the amount of \$787,933.40. Project to be funded from SPLOST Phase VI. **Item Action:**
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Mr. Johnson out. Motion Passes 3-0.	Commissioner Mary Davis	Commissioner William Fennoy	Passes

7. Presentation by Mr. Bill Polonus regarding garbage collection in Richmond **Item**
Item # 4

County contract area.

Action:
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve receiving this item as information and bring it back for discussion after the city renegotiates the contract.	Commissioner William Fennoy		Dies for lack of Second

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve receiving this item as information and task the Administrator to give the Commission a 45-day review of the current contract and the levels of service and any suggestions for changes as a result of operations in the first 45 days and report this information back to the committee at the next meeting. Motion Passes 4-0.	Commissioner Mary Davis	Commissioner William Fennoy	Passes

8. Presentation by Mr. John Olinzock regarding Solid Waste Fees.

Item
Action:
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve receiving this item as information. Motion Passes 4-0.	Commissioner Corey Johnson	Commissioner Mary Davis	Passes

9. Receive as information emergency procurement of services for landfill site

Item
Item # 4

repairs.

Action:
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Mr. Johnson out. Motion Passes 3-0.	Commissioner Mary Davis	Commissioner William Fennoy	Passes

10. Motion to approve the minutes of the Engineering Services Committee held on June 10, 2013.

Item
Action:
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Mr. Johnson out. Motion Passes 3-0.	Commissioner Mary Davis	Commissioner William Fennoy	Passes

11. Presentation by Ms. Beaurine Wilkinson regarding garbage pickup. (Requested by Commissioner Williams)

Item
Action:
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve receiving this item as information.	Commissioner Mary Davis	Commissioner Corey Johnson	Other

No action was taken on this motion due to the passage of the substitute motion.

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Substitute motion to approve asking Mr. Mark Johnson to meet with Ms. Wilkinson in order to try to reach an amenable solution to the problem with her garbage	Commissioner Corey Johnson	Commissioner Mary Davis	Passes

Item # 4

collection.

Motion Passes 4-0.

12. Ratify the payment of \$122,452.50 to Avrett Plumbing for emergency support services, pipe lining and/or pipe bursting at sewer collapses on Polo Road, Polo Court, and Wooten Rd. **Item Action:**
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Mr. Johnson out. Motion Passes 3-0.	Commissioner Mary Davis	Commissioner William Fennoy	Passes

13. Consider cost sharing arrangement for the extension of sewer to the intersection of Gordon Highway and Barton Chapel Road. **Item Action:**
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Mr. Johnson out. Motion Passes 3-0.	Commissioner Mary Davis	Commissioner William Fennoy	Passes

14. Consider approval of Cost Sharing Agreement with Tobacco Augusta Development, LLC (TAD). **Item Action:**
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to add this item to the agenda and approve it. Motion Passes 4-0.	Commissioner Corey Johnson	Commissioner Mary Davis	Passes

www.augustaga.gov



**Engineering Services Committee Meeting
8/12/2013 1:00 PM**

Notification of award for a construction contract to Eagle Utility Contracting, Inc. for construction of the Smokey Road Waterline Upgrade Project under the Task Order Program for Infrastructure for RFQ#11-130 in the amount of \$185,293. Bid item #13-167.

Department: Augusta Utilities Department

Caption: Notification of the award of a contract with Eagle Utility Contracting, Inc. for services associated with construction of the Smokey Road Waterline Upgrade Project under the Task Order Program for Infrastructure for RFQ# 11-130 in the amount of \$185,293. Bid Item# 13-167.

Background: Smokey Road is currently served by a 2" water line. The small line size, in addition to its long length cause problems with delivering adequate flow. This project will consist of multiple connections and installation up to 3807 LF of water main as well as fire hydrants.

Analysis: Eagle Utility Contracting, Inc. submitted an acceptable bid package and was the lowest responsive bidder. The Utilities Department desires to inform commission of the award of this contract to construct the Smokey Road Waterline Upgrade Project under the Task Order Program for Infrastructure for RFQ #11-130 to Eagle Utility Contracting, Inc. Bid Item #13-167.

Financial Impact: \$185,293, under account number 512043410-5425110/80413006-5425110

Alternatives: No alternatives due to the contract being awarded under the Task Order Program for Infrastructure for RFQ#11-130. Bid Item #13-167.

Recommendation: We are informing the Commission of the department's award of the contract with Eagle Utility Contracting, Inc. in the amount of \$185,293 for the construction of the Smokey Road Waterline Upgrade Project under the Task Order Program for Infrastructure for RFQ#11-130. Bid Item #13-167.

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

\$185,293 from account 512043410-5425110/80413006-5425110

REVIEWED AND APPROVED BY:

Finance.

Procurement.

Law.

Administrator.

Clerk of Commission



Augusta Utilities Department

Tom Wiedmeier, P.E., Director

Jerry Delaughter, P.E., Assistant Director

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

MEMO

DATE: July 18, 2013

TO: Geri Sams, Procurement Director

FROM: Tom Wiedmeier, P.E., Utilities Director *tdw*

SUBJECT: Smokey Road Waterline Upgrade Project; Bid Item #13-167

On Thursday, July 11, 2013, Augusta-Richmond County received bids for the reference project. AUD staff members have reviewed the bids and enclosed is a bid tab summary sheet for your use. Total bid prices using the extended unit costs and estimated quantities are shown below.

<u>Bidder</u>	<u>Bid Total</u>
Blair Construction	\$221,192.93
Quality Storm Water Solutions	-
Contract Management, Inc.	\$272,830.99
Eagle Utility Contracting, Inc.	\$185,293.00

Upon review of the submitted bids, Augusta Utilities recommends award of this bid to Eagle Utility Contracting, Inc.

Cc: Tom Wiedmeier, P.E., Director
Jerry Delaughter, P.E. Asst. Director
Deanna Davis P.E.

 AUGUSTA UTILITIES DEPARTMENT WATER BID SCHEDULE Smokey Road Bid Schedule					
Item	Description	Estimated Quantity	Units	Unit Price	Total Price
Water					
1	8" diameter, DIP, water transmission main, Class 350, standard joint	3747	LF	\$25.00	\$93,675.00
2	8" diameter, DIP, water transmission main, Class 350, restrained joint	60	LF	\$28.50	\$1,710.00
3	Miscellaneous water pipe fittings and connections	440	LBS	\$9.50	\$4,180.00
4	Fire hydrant, installed complete with valve, lead pipe, joint restraint, ATV, and blocking	4	EA	\$3,825.00	\$15,300.00
5	8" in-line gate valve, including valve box, installed, complete, open right/left	4	EA	\$998.75	\$3,995.00
6	New 1" service, installed including reconnection and new meter box, complete	38	EA	\$1,062.25	\$40,365.50
7	Select Backfill, GDOT Type I, Class I & II (Sand/Clay) - Measured in-place volume	2623	CY	\$1.00	\$2,623.00
8	Cut and Plug existing water line	1	EA	\$500.00	\$500.00
9	Flowable Fill	5	SY	\$100.00	\$500.00
10	Asphalt overlay, type F, 1.5" thick, minimum and Milling	29	SY	\$150.00	\$4,350.00
11	Graded aggregate base, 10.5" thick, 3' wide and asphalt patch 2.5" thick, including removal of 2.5" GAB and placement of bituminous tack coat	5	SY	\$250.00	\$1,250.00
12	Misc. Items 10%		LS	\$16,844.50	\$16,844.50
SUB TOTAL					\$185,293.00
GRAND TOTAL					\$185,293.00

Item # 5

Bid Item #13-167
Smokey Road Waterline Upgrade Project
for Augusta, Georgia - Utilities Department
Bid Due: Thursday, July 11, 2013 @ 3:00 p.m.

Item # 5

VENDORS	Attachment B	E-Verify #	SAVE Form	Bid Bond	Addendum 1	Lump Sum
Blair Construction, Inc. PO Box 770 Evans, GA 30809	Yes	224004	Yes	Yes	Yes	\$221,192.93
Quality Storm Water Solutions P.O. Box 1847 Evans, GA 30809						
Contract Management, Inc. 1827 Killingsworth Augusta, GA 30904	Yes	225306	Yes	Yes	Yes	\$272,830.99
Eagle Utility Contracting, Inc. 1350 Branch Road Bishop, GA 30627	Yes	206663	Yes	Yes	Yes	\$185,293.00

Invitation to Bid

Sealed bids will be received at this office on Thursday, July 11, 2013 @ 3:00 p.m. for furnishing:

Bid Item 13-167 Smokey Road Waterline Upgrade Project for Utilities Department

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

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

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

It is the wish of the Owner that all businesses are given the opportunity to submit on this project. To facilitate this policy the Owner is providing the opportunity to view plans online (www.augustablue.com) at no charge through Augusta Blue Print (706 722-6488) beginning Thursday, June 13, 2013. Bidders are cautioned that submitting a package without Procurement of a complete set are likely to overlook issues of construction phasing, delivery of goods or services, or coordination with other work that is material to the successful completion of the project. Bidders are cautioned that acquisition of documents through any other source is not advisable. Acquisition of documents from unauthorized sources places the bidder at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

A Mandatory Pre Bid Conference will be held on Thursday, June 20, 2013 @ 10:00 a.m. in the Procurement Department, 530 Greene Street, Room 605. All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Friday, June 21, 2013 @ 5:00 p.m. No bid will be accepted by fax, all must be received by mail or hand delivered.

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

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

GERI A. SAMS, Procurement Director

Mandatory Pre-Bid Conference
Bid Item #13-167

Smokey Road Waterline Upgrade Project
Augusta, Georgia – Utilities Department
Thursday, June 20, 2013 at 10:00 a.m.

PLEASE PRINT

NAME	COMPANY/DEPT.	ADDRESS/CITY/STATE/ZIP CODE	TELEPHONE NUMBER	FAX NUMBER	Prime/Sub/
1. JOE HOLLAND	AUD		4141		city
2. Anthony Higginfield	Eagle Utility Contracting	1350 Branch Rd Bishop GA 30621	(706) 769-6015	(706) 769-1638 (706) 592-1418	Prime
3. Theron Sapp	QUALITY STORMWATER SOLUTIONS	P.O. Box 1847 EVANS, GA 30809	706- 533-9450	706- 210-8047	Prime
4. James Williams	Contract Management Inc	1827 Killingsworth Rd Augusta, GA 30904	706 667-9033	706 667-9034	Prime
5. Darrell White	Procurement		706 821-2423	706 821-2811	
6. Sheila Bueh	Procurement		706 821-2422	706 821-2811	
7.					
8.					
9.					
10.					
11. Item # 5					
12.					

Page 1 of 2

Mandatory Pre-Bid Conference

Bid Item #13-167

Smokey Road Waterline Upgrade Project
 Augusta, Georgia – Utilities Department
 Thursday, June 20, 2013 at 10:00 a.m.

PLEASE PRINT

NAME	COMPANY/DEPT.	ADDRESS/CITY/STATE/ZIP CODE	TELEPHONE NUMBER	FAX NUMBER	Prime/Sub/
1. Annie Crisler	DBE	530 Greene St Rm 305	706-821-2406		
Jimmy Hunt	Blair Const	PO Box 770 Evans GA 30809	706-868-1950	706-868-1855	Prime
3. Tevin Davis	AUD	360 Bay Street Suite 180 Augusta, GA 30901	706-823-4399		
4. Deanna Davis	AUD	360 Bay St. Suite 180 Augusta, GA 30901	706-823-4429		
5. Gerald Wall	A.U.D.	360 Bay St. Suite 180 Augusta, GA 30901	706-312-4156		
6. Frankie Foster	AUD	" " "	706-864-3750		
7.					
8.					
9.					
10.					
11.					
12.					

Item #5

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

**ATTN: JAMES WILLIAMS
CONTRACT MANAGEMENT INC
1827 KILLINGSWORTH
AUGUSTA GA 30904**

**ATTN: TONY HIGHFIELD
EAGLE UTILITY
1350 BRANCH ROAD
BISHOP, GA 30627**

**ATTN: PATRICK DILLARD
BLAIR CONSTRUCTION
PO BOX 770
EVANS, GA 30809**

**Tom Wiedmeier
Augusta Utilities
Bay Street**

**Jerry Delaughter
Augusta Utilities
Bay Street**

**Joe Holland
Augusta Utilities
Bay Street**

**Yvonne Gentry
Municipal Building
LSB – 3RD FLOOR**

**Tevia Davis
Augusta Utilities
Bay Street**

**Bid Item 13-167 Smokey Road
Waterline Upgrade Project Mailed
June 20, 2013**

**Bid Item #13-167
Smokey Road Waterline Upgrade
Project
For Utilities Department
Bid Due: Thurs 7/11/13 @ 3:00 p.m.**



**Engineering Services Committee Meeting
8/12/2013 1:00 PM
Rajesh Kumar and Dr. Gangrosa**

Department: Clerk of Commission

Caption: Consider a request from Mr. Rajesh Kumar and Dr. Gangrosa regarding the cleaning/maintenance of a retention pond located adjacent to Summerchase.

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:



**Engineering Services Committee Meeting
8/12/2013 1:00 PM**

Sole Source Procurement of a Laboratory Benchtop Trihalomethane Analyzer

Department: Utilities

Caption: Approve Sole Source Procurement of a Laboratory Benchtop Trihalomethane Analyzer for the Utilities Department.

Background: The U. S. Environmental Protection Agency and the Georgia Environmental Protection Division require that we monitor for Total Trihalomethane (THM) compounds in our water distribution system once per quarter. We collect those samples and send them to the Georgia EPD laboratory for analysis. This results in what can be a delay of approximately four weeks before results are available. Recent changes in the federal reporting rules makes it desirable to be able to analyze more samples and receive the results much more quickly. This would allow us to operate our water distribution to in a manner that helps to insure continued compliance with all requirements.

Analysis: We believe that having the capability to perform THM analyze for THM compounds in our own laboratory would provide the opportunity to to optimize our system operation as it relates to this parameter. We have identified the Parker-Hannifin THM Analyzer as an instrument that will allow us that capability. In discussions with Parker-Hannifin we were told that theirs is the only system that provides that capability. We have investigated the claim by the Parker-Hannifin Corporation that the Parker THM Analyzer is a unique product with no other manufacturer offering the same technology. We have performed an internet search for laboratory bench top THM analyzers and we have also attended the largest water conference in North America which included an exhibition of several hundred vendors that provide products and services for the water industry. In each search we not only found that the Parker THM Analyzer is indeed unique but we could not locate another vendor that even offers a laboratory bench top THM analyzer. There are several vendors that offer an on-line THM analyzer but those are limited to performing analyses at only one location. The bench top model offers the advantage of being able to analyze samples collected at multiple locations and transported back to the laboratory. Based on this investigation we have concluded that the Parker-Hannifin Corporation is the sole source

Cover Memo
Item # 7

for a product that meets our requirements.

Financial Impact: \$36,298.25 from budgeted funds.

Alternatives: Continue current monitoring approach with limited ability to optimize our water distribution system operations. (not recommended)

Recommendation: Approve the sole source procurement of the Parker-Hannifin THM Analyzer at a cost of \$36,298.25.

**Funds are Available
in the Following
Accounts:** 506043570-5425110

REVIEWED AND APPROVED BY:

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

Agenda Item

Date: 7/26/2013

Title: Sole Source Procurement of a Laboratory Benchtop Trihalomethane Analyzer

Caption: Approve Sole Source Procurement of a Laboratory Benchtop Trihalomethane Analyzer

Background: The U. S. Environmental Protection Agency and the Georgia Environmental Protection Division require that we monitor for Total Trihalomethane (THM) compounds in our water distribution system once per quarter. We collect those samples and send them to the Georgia EPD laboratory for analysis. This results in what can be a delay of approximately four weeks before results are available. Recent changes in the federal reporting rules makes it desirable to be able to analyze more samples and receive the results much more quickly. This would allow us to operate our water distribution to in a manner that helps to insure continued compliance with all requirements.

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Financial impact: \$36,298.25 from budgeted funds.

Alternatives: Continue current monitoring approach with limited ability to optimize our water distribution system operations. (not recommended)

Recommendation Approve the sole source procurement of the Parker-Hannifin THM Analyzer at a cost of \$36,298.25.

Meeting Date: 8/12/2013

Funding Account 506043570-5425110



Print Form

Sole Source Justification (Reference Article 6, Procurement Source Selection Methods and Contract Awards, § 1-10-56 SOLE SOURCE PROCUREMENT)

Vendor: Parker-Hannifin Corp.E-Verify Number: 524788Commodity: THM Analyzer

Estimated annual expenditure for the above commodity or service:

\$ 36,298.25

Initial all entries below that apply to the proposed purchase. Attach a memorandum containing complete justification and support documentation as directed in initialed entry. (More than one entry will apply to most sole source products/services requested).

X

1. SOLE SOURCE REQUEST IS FOR THE ORIGINAL MANUFACTURER OR PROVIDER, THERE ARE NO REGIONAL DISTRIBUTORS. (Attach the manufacturer's written certification that no regional distributors exist. Item no. 4 also must be completed.)

2. SOLE SOURCE REQUEST IS FOR ONLY THE AUGUSTA GEORGIA AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER OR PROVIDER. (Attach the manufacturer's — not the distributor's — written certification that identifies all regional distributors. Item no. 4 also must be completed.)

3. THE PARTS/EQUIPMENT ARE NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Explain in separate memorandum.)

X

4. THIS IS THE ONLY KNOWN ITEM OR SERVICE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (Attach memorandum with details of specialized function or application.)

5. THE PARTS/EQUIPMENT ARE REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION. (Attach memorandum describing basis for standardization request.)

6. NONE OF THE ABOVE APPLY. A DETAILED EXPLANATION AND JUSTIFICATION FOR THIS SOLE SOURCE REQUEST IS CONTAINED IN ATTACHED MEMORANDUM.

The undersigned requests that competitive procurement be waived and that the vendor identified as the supplier of the service or material described in this sole source justification be authorized as a sole source for the service or material.

Name: Allen Saxon Department: UtilitiesDate: 8/2/13Department Head Signature: T. D. WilliamsDate: 8/2/13Approval Authority: A. SaxonDate: 8/2/13Administrator Approval: (required — not required) [Signature]Date: 8/5/13

COMMENTS:



Parker Hannifin Corporation
Instrumentation Products Division
1005 A Cleaner Way
Huntsville, AL 35805-6708
Phone (256) 881-2040
Fax Number (256) 881-5072

August 24, 2011

RE: Parker THM Analyzer

The Parker THM Analyzer is a dedicated instrument manufactured by Parker Hannifin Corporation's Instrumentation Products Division in Huntsville, Alabama. The proprietary SAW technology is available exclusively from Parker Hannifin Corporation only.

The instrument is intended for daily use to measure THM levels in drinking water and can provide THM results in less than 30 minutes. The unit comes complete with an analyzer, a laptop computer with THM Analyzer software that is capable of generating and storing analysis reports. Drinking water facilities will be able to monitor and optimize chemical dosing to control THM levels. Potential chemical savings can be in the tens of thousands annually.

The Parker THM analyzer is only available for purchase directly from the Parker Instrumentation Products Division in Huntsville, Alabama.

More information can be found at www.parker.com/thm or by contacting the factory directly at (256) 881-2040 or ipdsales@parker.com.

Best Regards,

A handwritten signature in black ink, appearing to read "Kevin Burke".

Kevin Burke
Marketing Manager
Instrumentation Products Division

AUGUSTA UTILITIES DEPARTMENT IN-HOUSE REQUISITION

CHECK ALL THAT APPLY:

DATE: 7/11/2013

DIVISION Water Plant Laboratory

FUND #: 506043570

SHIP TO:

Water Plant Laboratory
2835 Central Ave.

☐ WATER
☐ SEWER
☐ SUPPLIES
☐ SERVICE
☐ EQUIPMENT
☐ TOOLS
☐ SAFETY
☐ OFFICE
☐ CHEMICAL
☐ GASES
☐ REPAIR
☐ MAINTENANCE
☒ LAB
☐ UNIFORM
☐ LIFT STATION
☐ OTHER
☐ IT
☐ SCADA
☐ INVENTORY
☒ BID ITEM
☐ ROUTINE
☐ EMERGENCY
☒ SOLE SOURCE
☐ PREFER ITEM

REQUISITION #

VENDOR: Parker-Hannifin Corp.
 ADDRESS: 1005 A Cleaner Way, Huntsville, AL
 PHONE #: (256) 881-2040
 QUOTED BY: Pete Kykos

ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1.	PH-THM-1000	1	28,800.00	28,800.00		0.00		0.00
2.	War-THM-1	1	3,000.00	3,000.00		0.00		0.00
3.	INS-THM-CGK	1	2,750.00	2,750.00		0.00		0.00
4.	KIT-THM-CGK	1		0.00		0.00		0.00
5.	STD-THM-XCAL-100UG	1	465.90	465.90		0.00		0.00
6.	KIT-THM-TOOLS-XCAL	1	782.35	782.35		0.00		0.00
7.	THM-Sample Bottles	1	0.00	0.00		0.00		0.00
8.	THM Sparger	1	0.00	0.00		0.00		0.00
9.	THM-Preconcentrator	1	0.00	0.00		0.00		0.00
10.	INS-THM	1		0.00		0.00		0.00
11.				0.00		0.00		0.00
12.				0.00		0.00		0.00
13.				0.00		0.00		0.00
14.				0.00		0.00		0.00
SHIPPING CHARGES			500.00	500.00		0.00		0.00
TOTAL				36,298.25		0.00		0.00

JUSTIFICATION AND EXPLANATION FOR PURCHASE:

To analyze for trihalomethanes in the water throughout the distribution system

REQUESTED BY: Brenda Johnson

APPROVED BY: [Signature]

QUOTATION**ENGINEERING AND SUCCESS**

Customer: Brenda Johnson
Augusta Public Utilities
706-312-4144
bjohnson@augusta.gov



Quote Ref: THM180202513-1

Quote Validity: Valid through July 31st, 2013

Delivery: 6-8 weeks ARO

Quote within two quotation per based on the information provided and is subject to further modification.
conditions of sale
All references offered are from date of order acknowledgment.

THM180202513-1

Date of Creation: June 26, 2013

Line no.	Order Qty	Part Number & Description	Unit Price	Total Price
1	1	PS4-THM-1000 THM Analyzer, 110V System Includes: - THM Analyzer Unit (Purge-and-Trap gas chromatograph (GC) system integrated with Surface Acoustic Wave (SAW) based detector for trihalomethane (THM) measurement) - Laptop Computer (includes Preloaded THM Analyzer Software) - Quick Start Guide - Certificate of Calibration from Factory - Glass Sample Holder (2) - Spare Pre Concentrator (1) - Pre Concentrator Extraction Tool (1) - 1/8" Diameter Teflon Tubing (25') - 1/8" A-LOK® Fittings (8) - The Analyzer and Laptop include 1-year parts & labor warranty Note: RoHS Compliant Lead Free Chassis	\$28,000.00	\$28,000.00
2	1	WAR-THM-1 "1 year Extended Warranty & Service Plan" (must be purchased within 90 days ARO Instrument) * Extended warranty excludes laptop computer and consumables	\$3,000.00	\$3,000.00
3	1	INS-THM-CGR Factory Installation, Performance Check & User Training Includes: - KIT-THM-EGK - STD-THM-PERF-100UG - INS-THM	\$2,750.00	\$2,750.00
4	0	BIS-THM Factory Installation & User Training	\$2,000.00	\$0.00
5	0	KIT-THM-CGR Carrier Gas Connection Kit Includes: - Verflo IR6000 2-Stage Regulator (1 pc); 3 port with pressure relief and shut-off valve; 0-60 psi, range; 0-100 psi gauge - 1/4"NPT to 1/8" Compression Fitting (1 pc) - 1/8" A-LOK Nuts and Ferrules (1 stick @ 20 pc) - 1/8" OD x 1/16" ID Teflon Tubing (25')	\$859.26	\$0.00
8	12	STD-THM-KCAL-100UG Concentrated Standard Solution for Calibration Includes: - THM Calibration/Performance Ampoule 100ug/ml, 1 ml (quantity 1) - Micro Vial 1 ml w/Bapta Cap (quantity 1) - Dilution and Calibration Instructions (quantity 1) - Certification of Concentration Accuracy (quantity 1) - MSDS (quantity 1)	\$77.65	\$931.80
9	1	KIT-THM-TOOLS-KCAL Tool Kit for Calibration Includes: - Syringe, 10 ul gas tight (quantity 1) - Syringe, 100 ul gas tight (quantity 1) - Syringe, 2.5 ml gas tight (quantity 1) - Volumetric Flask, 100 ml, Class A, Pyrex Brand with polyethylene stopper (quantity 6) - 40 ml EPA Bottles w/Gapta Caps (quantity 12) - Dilution and Calibration Instructions (quantity 1)	\$782.35	\$782.35
10	0	THM-SAMPLE-BOTTLE Replacement THM Glass Sample Bottle	\$100.00	\$0.00
11	0	THM-SPARGER Replacement THM Analyzer Sparger	\$125.00	\$0.00
12	0	THM-PRECONCENTRATOR Replacement THM Analyzer Pre Concentrator	\$120.00	\$0.00
13	1	Shipping and Insurance	\$500.00	\$500.00
14	1	ACE2013 SPC DISCOUNT - 6 Month Supply THM Standards	\$465.90	\$465.90
			Total	\$38,298.25
			Grand Total	\$38,298.25

Quotation doesn't include taxes if applicable

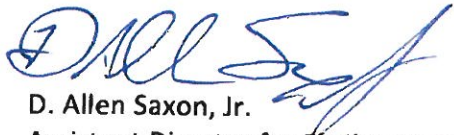
OFFER OF SALE

The items described in this document and other documents and descriptions provided by Parker Hannifin Corporation, its subsidiaries and its authorized distributors ("Seller") are hereby offered for sale at prices to be established by Seller. This offer and its acceptance by any customer ("Buyer") shall be governed by all of the following Terms and Conditions. Buyer's order for any item described in its document, when communicated to Seller verbally, or in writing, shall constitute acceptance of this offer. All goods or work described will be referred to as "Products."

1. **Terms and Conditions.** Seller's willingness to offer Products, or accept an order for Products, to or from Buyer is expressly conditioned on Buyer's assent to these Terms and Conditions and to the terms and conditions found on-line at www.parker.com/saleterms/. Seller objects to any contrary or additional term or condition of Buyer's order or any other document issued by Buyer.
2. **Price Adjustments; Payments.** Prices stated on the reverse side or preceding pages of this document are valid for 30 days. After 30 days, Seller may change prices to reflect any increase in its costs resulting from state, federal or local legislation, price increases from its suppliers, or any change in the rate, charge, or classification of any carrier. The prices stated on the reverse or preceding pages of this document do not include any sales, use, or other taxes unless so stated specifically. Unless otherwise specified by Seller, all prices are F.O.B. Seller's facility, and payment is due 30 days from the date of invoice. After 30 days, Buyer shall pay interest on any unpaid invoices at the rate of 1.5% per month or the maximum allowable rate under applicable law.
3. **Delivery Dates; Title and Risk Shipment.** All delivery dates are approximate and Seller shall not be responsible for any damages resulting from any delay. Regardless of the manner of shipment, title to any products and risk of loss or damage shall pass to Buyer upon tender to the carrier at Seller's facility (i.e., when it's on the truck, it's yours). Unless otherwise stated, Seller may exercise its judgment in choosing the carrier and means of delivery. No deferment of shipment at Buyer's request beyond the respective dates indicated will be made except on terms that will indemnify, defend and hold Seller harmless against all loss and additional expense. Buyer shall be responsible for any additional shipping charges incurred by Seller due to Buyer's changes in shipping, product specifications or in accordance with Section 13, herein.
4. **Warranty.** Seller warrants that the Products sold hereunder shall be free from defects in material or workmanship for a period of twelve months from the date of delivery to Buyer or 2,000 hours of normal use, whichever occurs first. This warranty is made only to Buyer and does not extend to anyone to whom Products are sold after purchased from Seller. The prices charged for Seller's products are based upon the exclusive limited warranty stated above, and upon the following disclaimer: **DISCLAIMER OF WARRANTY: THIS WARRANTY COMPRISES THE SOLE AND ENTIRE WARRANTY PERTAINING TO PRODUCTS PROVIDED HEREUNDER. SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
5. **Claims; Commencement of Actions.** Buyer shall promptly inspect all Products upon delivery. No claims for shortages will be allowed unless reported to the Seller within 10 days of delivery. No other claims against Seller will be allowed unless asserted in writing within 60 days after delivery or, in the case of an alleged breach of warranty, within 30 days after the date within the warranty period on which the defect is or should have been discovered by Buyer. Any action based upon breach of this agreement or upon any other claim arising out of this sale (other than an action by Seller for any amount due to Seller from Buyer) must be commenced within thirteen months from the date of tender of delivery by Seller or, for a cause of action based upon an alleged breach of warranty, within thirteen months from the date within the warranty period on which the defect is or should have been discovered by Buyer.
6. **LIMITATION OF LIABILITY.** UPON NOTIFICATION, SELLER WILL, AT ITS OPTION, REPAIR OR REPLACE A DEFECTIVE PRODUCT, OR REFUND THE PURCHASE PRICE. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR AS THE RESULT OF, THE SALE, DELIVERY, NON-DELIVERY, SERVICE, USE OR LOSS OF USE OF THE PRODUCTS OR ANY PART THEREOF, OR FOR ANY CHARGES OR EXPENSES OF ANY NATURE INCURRED WITHOUT SELLER'S WRITTEN CONSENT, EVEN IF SELLER HAS BEEN NEGLIGENT, WHETHER IN CONTRACT, TORT OR OTHER LEGAL THEORY. IN NO EVENT SHALL SELLER'S LIABILITY UNDER ANY CLAIM MADE BY BUYER EXCEED THE PURCHASE PRICE OF THE PRODUCTS.
7. **Contingencies.** Seller shall not be liable for any default or delay in performance if caused by circumstances beyond the reasonable control of Seller.
8. **User Responsibility.** The user, through its own analysis and testing, is solely responsible for making the final selection of the system and Product and assuring that all performance, endurance, maintenance, safety and warning requirements of the application are met. The user must analyze all aspects of the application and follow applicable industry standards and Product information. If Seller provides Product or system options, the user is responsible for determining that such data and specifications are suitable and sufficient for all applications and reasonably foreseeable uses of the Products or systems.
9. **Loss to Buyer's Property.** Any designs, tools, patterns, materials, drawings, confidential information or equipment furnished by Buyer or any other items which become Buyer's property, may be considered obsolete and may be destroyed by Seller after two consecutive years have elapsed without Buyer placing an order for the items which are manufactured using such property. Seller shall not be responsible for any loss or damage to such property while it is in Seller's possession or control.
10. **Special Tooling.** A tooling charge may be imposed for any special tooling, including without limitation, dies, fixtures, molds and patterns, acquired to manufacture Products. Such special tooling shall be and remain Seller's property notwithstanding payment of any charges by Buyer. In no event will Buyer acquire any interest in apparatus belonging to Seller which is utilized in the manufacture of the Products, even if such apparatus has been specially converted or adapted for such manufacture and notwithstanding any charges paid by Buyer. Unless otherwise agreed, Seller shall have the right to alter, discard or otherwise dispose of any special tooling or other property in its sole discretion at any time.
11. **Buyer's Obligation; Rights of Seller.** To secure payment of all sums due or otherwise, Seller shall retain a security interest in the goods delivered and this agreement shall be deemed a Security Agreement under the Uniform Commercial Code. Buyer authorizes Seller as its attorney to execute and file on Buyer's behalf all documents Seller deems necessary to perfect its security interest. Seller shall have a security interest in, and lien upon, any property of Buyer in Seller's possession as security for the payment of any amounts owed to Seller by Buyer.
12. **Indemnify and Hold Harmless.** Buyer shall indemnify, defend, and hold Seller harmless from any claim, liability, damages, lawsuits, and costs (including attorney fees), whether for personal injury, property damage, patent, trademark or copyright infringement or any other claim, brought by or incurred by Buyer, Buyer's employees, or any other person, arising out of: (a) improper selection, improper application or other misuse of Products purchased by Buyer from Seller; (b) any act or omission, negligent or otherwise, of Buyer; (c) Seller's use of patterns, plans, drawings, or specifications furnished by Buyer to manufacture Product; or (d) Buyer's failure to comply with these terms and conditions. Seller shall not indemnify Buyer under any circumstances except as otherwise provided.
13. **Cancellations and Changes.** Orders shall not be subject to cancellation or change by Buyer for any reason, except with Seller's written consent and upon terms that will indemnify, defend and hold Seller harmless against all direct, incidental and consequential loss or damage. Seller may change product features, specifications, designs and availability with notice to Buyer.
14. **Limitation on Assignment.** Buyer may not assign its rights or obligations under this agreement without the prior written consent of Seller.
15. **Entire Agreement.** This agreement contains the entire agreement between the Buyer and Seller and constitutes the final, complete and exclusive expression of the terms of the agreement. All prior or contemporaneous written or oral agreements or negotiations with respect to the subject matter are herein merged.
16. **Waiver and Severability.** Failure to enforce any provision of this agreement will not waive that provision nor will any such failure prejudice Seller's right to enforce that provision in the future. Invalidation of any provision of this agreement by legislation or other rule of law shall not invalidate any other provision herein. The remaining provisions of this agreement will remain in full force and effect.
17. **Termination.** This agreement may be terminated by Seller for any reason and at any time by giving Buyer thirty (30) days written notice of termination. In addition, Seller may by written notice immediately terminate this agreement for the following: (a) Buyer commits a breach of any provision of this agreement (b) the appointment of a trustee, receiver or custodian for all or any part of Buyer's property (c) the filing of a petition for relief in bankruptcy of the other Party on its own behalf, or by a third party (d) an assignment for the benefit of creditors, or (e) the dissolution or liquidation of the Buyer.
18. **Governing Law.** This agreement and the sale and delivery of all Products hereunder shall be deemed to have taken place in and shall be governed and construed in accordance with the laws of the State of Ohio, as applicable to contracts executed and wholly performed thereon and without regard to conflicts of laws principles. Buyer irrevocably agrees and consents to the exclusive jurisdiction and venue of the courts of Cuyahoga County, Ohio with respect to any dispute, controversy or claim arising out of or relating to this agreement. Disputes between the parties shall not be settled by arbitration unless, after a dispute has arisen, both parties expressly agree in writing to arbitrate the dispute.
19. **Indemnity for Infringement of Intellectual Property Rights.** Seller shall have no liability for infringement of any patents, trademarks, copyrights, trade dress, trade secrets or similar rights except as provided in this Section. Seller will defend and indemnify Buyer against allegations of infringement of U.S. patents, U.S. trademarks, copyrights, trade dress and trade secrets ("Intellectual Property Rights"). Seller will defend at its expense and will pay the cost of any settlement or damages awarded in an action brought against Buyer based on an allegation that a Product sold pursuant to this Agreement infringes the Intellectual Property Rights of a third party. Seller's obligation to defend and indemnify Buyer is contingent on Buyer notifying Seller within ten (10) days after Buyer becomes aware of such allegations of infringement, and Seller having sole control over the defense of any allegations or actions including all negotiations for settlement or compromise. If a Product is subject to a claim that it infringes the Intellectual Property Rights of a third party, Seller may, at its sole expense and option, procure for Buyer the right to continue using the Product, replace or modify the Product so as to make it noninfringing, or offer to accept return of the Product and return the purchase price less a reasonable allowance for depreciation. Notwithstanding the foregoing, Seller shall have no liability for claims of infringement based on information provided by Buyer, or directed to Products delivered hereunder for which the designs are specified in whole or part by Buyer, or infringements resulting from the modification, combination or use in a system of any Product sold hereunder. The foregoing provisions of this Section shall constitute Seller's sole and exclusive liability and Buyer's sole and exclusive remedy for infringement of Intellectual Property Rights.
20. **Taxes.** Unless otherwise indicated, all prices and charges are exclusive of excise, sales, use, property, occupational or like taxes which may be imposed by any taxing authority upon the manufacture, sale or delivery of Products.
21. **Equal Opportunity Clause.** For the performance of government contracts and where dollar value of the Products exceed \$10,000, the equal employment opportunity clauses in Executive Order 11246, VEVRAA, and 41 C.F.R. §§ 60-1.4(e), 60-741.5(a), and 60-250.4, are hereby incorporated.

Parker THM Analyzer

I have investigated the claim by the Parker-Hannifin Corporation that the Parker THM Analyzer is a unique product with no other manufacturer offering the same technology. I have performed an internet search for laboratory bench top THM analyzers. I have also attended the largest water conference in North America which included an exhibition of several hundred vendors that provide products and services for the water industry. In each search I not only found that the Parker THM Analyzer is indeed unique. In fact I could not locate another vendor that even offers a laboratory bench top THM analyzer. There are several vendors that offer an on-line THM analyzer but those are limited to performing analyses at only one location. The bench top model offers the advantage of being able to analyze samples collected at multiple locations and transported back to the laboratory.

A handwritten signature in blue ink, appearing to read "D. Allen Saxon, Jr.", with a stylized flourish at the end.

D. Allen Saxon, Jr.
Assistant Director for Facility Operations



**Engineering Services Committee Meeting
8/12/2013 1:00 PM**

Sole Source Procurement of Replacement Parts for Hypochlorite Generation Equipment

Department: Utilities

Caption: Approve Sole Source Procurement of Replacement Parts for Hypochlorite Generation Equipment for the Utilities Department.

Background: Augusta's new and upgraded surface water treatment plants utilize a technology which allows onsite generation of sodium hypochlorite which is used as a replacement for chlorine gas as a disinfectant in drinking water. The system used at our facilities is manufactured by Severn Trent Services. These units require periodic replacement of generation cells due to normal deterioration of the electrodes. The purpose of this procurement is to purchase a replacement cell for one of the units at the N. Max Hicks Water Treatment Plant.

Analysis: This is a replacement part for an existing piece of equipment which is proprietary in its design and construction. The only source for this procurement is the equipment manufacturer.

Financial Impact: \$39,350.00 from budgeted funds.

Alternatives: No feasible alternatives are available.

Recommendation: Approve the sole source procurement of a replacement cell assembly from Severn Trent Services at a cost of \$39,350.00.

Funds are Available in the Following Accounts: 506043540-5425110

REVIEWED AND APPROVED BY:

**Finance.
Procurement.**

Cover Memo

Item # 8

**Law.
Administrator.
Clerk of Commission**

Agenda Item

Date: 7/26/2013

Title: Sole Source Procurement of Replacement Parts for Hypochlorite Generation Equipment

Caption: Approve Sole Source Procurement of Replacement Parts for Hypochlorite Generation Equipment

Background: Augusta's new and upgraded surface water treatment plants utilize a technology which allows onsite generation of sodium hypochlorite which is used as a replacement for chlorine gas as a disinfectant in drinking water. The system used at our facilities is manufactured by Severn Trent Services. These units require periodic replacement of generation cells due to normal deterioration of the electrodes. The purpose of this procurement is to purchase a replacement cell for one of the units at the N. Max Hicks Water Treatment Plant.

Analysis: This is a replacement part for an existing piece of equipment which is proprietary in its design and construction. The only source for this procurement is the equipment manufacturer.

Financial impact: \$39,350.00 from budgeted funds.

Alternatives: No feasible alternatives are available.

Recommendation Approve the sole source procurement of a replacement cell assembly from Severn Trent Services at a cost of \$39,350.00.

Meeting Date: 8/12/2013

Funding Account 506043540-5425110

Sole Source Justification for Hypo Cell at the Max Hicks water treatment Plant

The hypo cells are proprietary to each manufacture so no other companies will fit on to the unit and work correctly, the life span of these units is 8 years and the current cell is at 9 years of operation.

Thank You Steve Orton

A handwritten signature in black ink that reads "Stephen H. Orton". The signature is written in a cursive style with a large, stylized 'S' and 'O'.

RECEIVED
ADMINISTRATOR'S
OFFICE

To: Sheila Paulk 8/2/13sh

AUG 02 2013

Augusta
G E O R G I A

Print Form

AUGUSTA, GA Sole Source Justification (Reference Article 6, Procurement Source Selection Methods and Contract Awards, § 1-10-56 SOLE SOURCE PROCUREMENT

Vendor: SEVERN TRENT WATER PURIFICATION E-Verify Number: STS 13722

Commodity: HYPO CELL

Estimated annual expenditure for the above commodity or service: \$ 39,000.00

Initial all entries below that apply to the proposed purchase. Attach a memorandum containing complete justification and support documentation as directed in initialed entry. (More than one entry will apply to most sole source products/services requested).

- _____ 1. SOLE SOURCE REQUEST IS FOR THE ORIGINAL MANUFACTURER OR PROVIDER, THERE ARE NO REGIONAL DISTRIBUTORS. (Attach the manufacturer's written certification that no regional distributors exist. Item no. 4 also must be completed.)
- _____ 2. SOLE SOURCE REQUEST IS FOR ONLY THE AUGUSTA, GEORGIA AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER OR PROVIDER. (Attach the manufacturer's — not the distributor's — written certification that identifies all regional distributors. Item no. 4 also must be completed.)
- X 3. THE PARTS/EQUIPMENT ARE NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Explain in separate memorandum.)
- X 4. THIS IS THE ONLY KNOWN ITEM OR SERVICE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (Attach memorandum with details of specialized function or application.)
- X 5. THE PARTS/EQUIPMENT ARE REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION. (Attach memorandum describing basis for standardization request.)
- _____ 6. NONE OF THE ABOVE APPLY. A DETAILED EXPLANATION AND JUSTIFICATION FOR THIS SOLE SOURCE REQUEST IS CONTAINED IN ATTACHED MEMORANDUM.

The undersigned requests that competitive procurement be waived and that the vendor identified as the supplier of the service or material described in this sole source justification be authorized as a sole source for the service or material.

Name: STEVE ORTON Department: FACILITY MAINT Date: 7/10/13

Department Head Signature: Tony Wadman Date: 8/2/13

Approval Authority: BAHame Date: 8/2/13

Administrator Approval: (required — not required) [Signature] Date: 8/2/13

COMMENTS:

Quotation

Attention: Gene Bodie

Company: Augusta-Richmond County

Phone#:

Fax:

Email: gbodie@augustaga.gov

Date: 7/9/2013

Quote: QP02375

Project:

System Size:

**SEVERN
TRENT
SERVICES**

We are pleased to offer our quotation for the following parts / services.

[illegible]

SEVERN TRENT WATER PURIFICATION, INC. 1110 INDUSTRIAL BLVD SUGARLAND TX 77083

TEL # 800-524-6542 OFFICE: +1 281 274 8443 FAX # 1 281 274 8492 EMAIL: hbarbee@severntrentservices.com

www.severntrentservices.com

**SEVERN TRENT WATER PURIFICATION INC.,
STANDARD TERMS AND CONDITIONS OF SALE
FOR PARTS, REPLACEMENT PARTS, REFURBISHED PARTS, REPAIRED PARTS ("TERMS")**

1.0 APPLICABLE TERMS

- 1.1 These Terms apply to all contracts entered into by SEVERN TRENT WATER PURIFICATION INC. ("ST") with any customer ("Buyer") for the sale of Parts, Spare Parts, Replacement Parts, Refurbished Parts, Repaired Parts, hereinafter referred to as ("Parts"). These Terms are incorporated in any agreed purchase order and take priority only in respect of the sale of Parts and do not alter or amend the terms of any other transactions previously agreed between ST and Buyer.
- 1.2 These Terms constitute the entire contract of sale and purchase between Buyer and ST for the sale of Parts and supersede all prior or contemporaneous communications, representations, understandings or agreements, whether written or oral for Parts, unless such document states that it intends to modify this contract and is signed by both parties.
- 1.3 Any conflicting, contrary or additional terms and conditions in any purchase order or other document or communication from Buyer shall be inapplicable unless and to the extent they are accepted in writing by an authorized representative of ST.

2.0 PRICES AND PAYMENT TERMS

- 2.1 Prices are set out in this contract and are exclusive of any and all taxes. Buyer shall pay any duty and/or tax (together with any related interest or penalty) with respect to the Parts to the extent applicable under the agreed terms for delivery (Incoterms 2010). Buyer and ST shall each pay the respective bank fees and charges relative to their side of the transaction.
- 2.2 Unless otherwise agreed in writing, Buyer shall pay any invoice submitted by ST in the agreed currency within thirty (30) days of the date of the invoice, without any deduction by way of set-off, counterclaim, discount or otherwise. If advance or progress payments are agreed, such payments will be made even if delivery may not have taken place and title in the Parts has not passed to Buyer.
- 2.3 Late payment shall be subject to a debt service charge at a rate of one point five percent (1.5%) per month on the outstanding amount. For the avoidance of doubt, late payment will not be excused by Force Majeure.
- 2.4 If at any time the financial condition of Buyer so warrants, or if Buyer fails to make payment(s) when due, or if Buyer fails to supply requested financial documentation or defaults in any way, ST may either alter terms of payment, suspend credit and delay shipment or pursue any remedies available at law or under these Terms.

3.0 DELIVERY AND RISK OF LOSS

- 3.1 Unless otherwise mutually agreed in writing, all liability to Buyer for delay in delivery or performance is excluded.
- 3.2 Unless otherwise agreed in writing, partial shipments are allowed.
- 3.3 Unless otherwise agreed in writing, delivery shall be made EXW at a location designated by ST in

accordance with Incoterms 2010 and all risk in the Parts shall pass to Buyer in accordance with the agreed delivery terms (Incoterms 2010).

- 3.4 If Buyer delays shipment from the agreed delivery date ST shall present notice to Buyer that the Parts are ready for shipment and shall invoice Buyer for the Parts for which such shipment is delayed. In such event, the risk in the Parts shall pass to Buyer and ST shall be entitled to place the Parts in storage (at Buyer's sole expense) until such times as shipment may be effected.

- 3.5 Buyer shall bear all risk in the Parts during transit and in the event of any loss or damage to the Parts, Buyer shall be responsible for filing claims with the carrier and for all freight and handling costs.

4.0 INSPECTION

- 4.1 Buyer shall inspect and examine all Parts immediately upon receipt and shall notify ST in writing of all discrepancies and damages within ten (10) calendar days after receipt.

- 4.2 If Buyer receives Parts with visible or suspected damage or loss, including damages to the packaging, or with discrepancies in specification, Buyer shall make relevant records in receiving documents or reject delivery from the carrier and notify ST in writing immediately upon discovery of the damage or discrepancy. Such notice shall be reasonably detailed and shall specify the damage, discrepancy or reason for rejection.

- 4.3 Buyer's failure to inspect the Parts and give written notice to ST of any alleged defects or non-conformity within the time specified in paragraphs 4.1 and 4.2 shall waive Buyer's right to reject the Parts and return them to ST for credit and Buyer's sole remedy for non-conforming or defective Parts shall be limited to the warranty claims made in accordance with section 7 below.

5.0 CANCELLATION

- 5.1 If Buyer cancels or partially cancels a Parts order, Buyer shall promptly pay ST for all work performed on account of the Parts prior to cancellation plus any other reasonable costs incurred by ST.

6.0 RELIANCE ON INFORMATION

- 6.1 Buyer acknowledges that ST has used and relied upon information provided by Buyer. ST shall not be responsible for the impact or affect of that reliance if such information is inaccurate, incomplete or erroneous.

7.0 WARRANTY

- 7.1 Where the Parts have been manufactured and/or otherwise supplied by ST and are found, in the reasonable knowledge and belief of ST to be defective, ST shall, at its sole discretion, repair or replace the defective Parts from the date of delivery in accordance with the following table, only if:

7.1.1 Buyer notifies ST in writing immediately upon the defect becoming apparent; and

7.1.2 The defect is due to the faulty design, materials or workmanship of ST

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Product	Condition	Warranty
Part	Not previously provided by STWP	30 days
Spare part	For part previously supplied by STWP	30 days
Replacement part	Original part still in warranty	Balance of the original STWP warranty
Replacement part	Original part not in warranty	30 days
Repaired part	Original part still in warranty	Balance of the original STWP warranty
Repaired part	Original part not in warranty	30 days
Electrolytic cell casing	Original part still in warranty	Balance of the original STWP warranty
Electrolytic cell casing	Original part not in warranty	1 year
Reburished electrolytic cell	Original part not in warranty	6 months
New electrolytic cell	Original not in full or prorated warranty	2 years full warranty plus 5 years of prorated warranty
New electrode assembly	Replaces cell in prorated warranty	Balance of the original prorated warranty period
New electrode assembly	Replaces cell in full warranty	Balance of the original STWP warranty

- 7.2 Any alteration, disassembly, storage or use of the Parts not in accordance with ST's instructions shall void the warranty. Any modifications or repairs carried out by Buyer or third parties without prior written agreement from ST shall also void the warranty.
- 7.3 Buyer assumes full responsibility if Buyer uses the Parts in combination with other goods or in a manner not stated in Buyer's specifications provided prior to sale.
- 7.4 Buyer shall bear all costs associated with removing the Parts from service and re-installing same following examination, repair or replacement. ST may, in its sole discretion, require that the Parts be shipped at Buyer's cost to a facility designated by ST for examination, repair or replacement. Unless otherwise agreed by ST, all carriage and insurance costs to such designated facility are to be prepaid by Buyer and any cost of shipping a replacement part to Buyer, if required, are to be paid by ST.
- 7.5 TO THE FULLEST EXTENT PERMITTED BY LAW, THE WARRANTIES SET OUT IN THESE TERMS, IF ANY, ARE MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE WHATSOEVER (WHETHER MADE KNOWN TO ST OR NOT), WHICH ARE EXPRESSLY EXCLUDED FROM THE CONTRACT PROVIDED, HOWEVER, THAT THE PARTS ARE WARRANTED TO CONFORM TO THE RELEVANT AND KNOWN SPECIFICATIONS AND AGREED MODIFICATIONS THAT HAVE BEEN DISCLOSED TO AND SPECIFICALLY ACCEPTED IN WRITING BY ST.
- 7.6 ST's liability and Buyer's exclusive remedy for any failure by ST to supply Parts that meet the above warranty is expressly limited to, at ST's sole discretion, the repair or replacement of the non-conforming Parts or to issue a credit; all other warranty claims, in particular all claims of Buyer or its customer(s) to compensation of any kind whatsoever are hereby expressly excluded.
- 7.7 Buyer shall comply with all legislation, regulations and other rules which are applicable in connection with the receipt and use of the Parts.
- 8.0 **INDEMNITY**
- 8.1 Buyer and ST shall each defend, indemnify and hold the other harmless from and on account of all bodily injury and property damage claims asserted by third parties as a result of the indemnifying party's negligent acts or omissions.
- 8.2 To the extent that both Buyer and ST are determined by a finder of fact to be negligent and the negligence of both is a proximate cause of a claim by a third party against either Buyer or ST, then in such event, Buyer and ST shall each be responsible for a portion of the liability, including costs and expenses, attributable to its comparative share of the total negligence.
- 8.3 ST agrees to indemnify and hold harmless Buyer against any third party claim alleging an infringement of any intellectual property right connected with the Parts only if:
- 8.3.1 Buyer promptly notifies ST in writing that any such claim is asserted, directly or indirectly; and
- 8.3.2 ST is given sole control of the defense of the claim.
- 8.4 Notwithstanding the above, ST shall have no liability to Buyer for infringements to the extent they arise out of or in connection with:
- 8.4.1 Compliance with designs plans or specifications provided by or on behalf of Buyer;
- 8.4.2 Modifications to the Parts made by anyone except ST or its authorized representatives;
- 8.4.3 Use of the Parts in a manner for which the Parts were neither designed nor contemplated; or
- 8.4.4 The claimed infringement of any intellectual property right in which Buyer or any affiliate or subsidiary of Buyer has any direct or indirect interest by license or otherwise.
- 9.0 **LIMITATION OF LIABILITY**
- 9.1 ST's total liability to Buyer shall not exceed the purchase price payable under this contract; provided, however, that this limitation of liability shall not apply to claims arising from ST's gross negligence or willful misconduct.
- 9.1.1 In no event shall ST be liable for any special, consequential, indirect or incidental damage, however caused, whether for breach of warranty, breach of contract, termination, negligence or otherwise. Buyer hereby waives any and all claims for such damages.
- 9.1.2 All of Buyer's claims or actions of any description whatsoever against ST shall be brought not later than one (1) year after the event upon which each claim or action is based.

**SEVERN TRENT WATER PURIFICATION INC.,
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10.0 FORCE MAJEURE

10.1 ST shall not be liable for any delay in performance or failure to perform any obligation under this contract if, and to the extent that, such delay or failure results from circumstances outside its reasonable control ("Force Majeure"), including, but not limited to:

10.1.1 an act of God, landslide, earthquake, fire, flood, hurricane, explosion, bombing, war, act of terrorism, piracy, blockade, riot or similar occurrence;

10.1.2 a change in applicable law, including a change in regulations resulting in a material increase in ST's cost of compliance;

10.1.3 strikes, lockouts, work stoppages or labor disputes affecting ST or any supplier or subcontractor of ST, other than by ST's workers or the workers of ST's suppliers or subcontractors;

10.1.4 (d) the inability to obtain or delays in obtaining permits or other private or governmental approvals; or

10.1.5 (e) the failure of any governmental agency or private utility to provide and maintain utilities required by ST to perform its obligations under this contract.

10.2 If ST is prevented from, or hindered or delayed in performing any of its obligations under this contract by Force Majeure and suffers delay and/or incurs additional costs because of such Force Majeure then Buyer hereby agrees that ST shall be entitled to:

10.2.1 a reasonable extension of time to perform its obligations; and

10.2.2 an equitable contribution from Buyer towards any additional unpredictable and material costs incurred by ST, to the extent not covered by ST's insurance, in order to overcome or minimize the consequences of Force Majeure.

10.3 If the delay or failure due to Force Majeure persists for more than three (3) months consecutively or six (6) months cumulatively, either party may terminate this contract without liability to the other party.

11.0 TERMINATION

11.1 The substantial failure of either party to comply with the terms of this contract shall constitute default. Upon default by one party, the other non-defaulting party shall provide written notice clearly specifying the nature of the default and requiring its remedy. If the default is not remedied within thirty (30) days of the written notice being received, this contract may be terminated.

11.2 In the event of any termination, including termination for Force Majeure, ST shall be paid for Parts delivered or rendered (including Parts specifically manufactured/assembled or special ordered for Buyer that have yet to be supplied) through the date of termination.

11.3 The failure of Buyer to pay ST in accordance with the payment terms shall be considered a substantial default for which no cure period beyond thirty (30) days shall be allowed. If Buyer defaults, ST may, in addition to the right

to terminate in this section 11, elect to suspend work until the default has been cured.

12.0 INTELLECTUAL PROPERTY AND CONFIDENTIALITY

12.1 All devices, equipment, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by ST in connection with the Parts are for use only in connection with the scope of this contract. Buyer shall not disclose any such material to third parties without ST's prior written consent.

12.2 Buyer will not undertake or allow any analyses or "reverse engineering" of the Parts to enable Buyer or any third party to design, develop or manufacture products that compete with the Parts.

12.3 ST will retain sole ownership of all discoveries, improvements, inventions, patents, trademarks, copyrights, know-how, trade secrets, or other intellectual property rights associated in any way with the Parts.

12.4 If there is a transfer of any data from one party to the other, the receiving party shall comply with the other party's reasonable instructions and guidelines relating to data confidentiality and storage; provided that such instructions do not conflict with applicable law.

13.0 MISCELLANEOUS PROVISIONS

13.1 If for any reason any provision of this contract is declared invalid or void, such declaration will not affect the remaining provisions of this contract, which shall remain in full force and effect. Buyer and ST shall be obliged to replace the invalid provision by a valid one which most effectively serves within the limits allowed by law the economic purpose of the invalid provision.

13.2 No modification of this contract (including changes in scope, specifications, price or delivery schedule) shall be of any force or effect unless made in writing and signed by both parties. No course of dealing or performance or usage of trade may be used to modify this contract.

13.3 No delay or omission by either party in exercising any right or remedy under this contract shall constitute a waiver of any such right or remedy on any future occasion.

13.4 Buyer may not assign or permit any other transfer of this contract without ST's prior written consent.

13.5 This contract is entered into solely between, and may be enforced only by, Buyer and ST; and this contract shall not be deemed to create any rights for third parties, including customers of Buyer, or to create any obligations to any such third parties.

13.6 All notices, requests, demands and other communications required by this contract shall be in writing and shall be deemed to have been duly given when delivered or five (5) days after mailing by certified or registered first-class mail, prepaid, and addressed to the parties at their principal place of business or at such other addresses as the parties may designate by written notice.

13.7 These Terms shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

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**STWP PURCHASED PARTS RETURN
POLICY AND PROCEDURE**

1.0 INTRODUCTION

Parts are generally returned for one of two reasons:

- 1.1 The customer ordered the incorrect part or does not need a part. This is a return for credit.
- 1.2 The part is damaged or defective and needs replacement.

In both cases, a Returns Material Authorization (RMA - Attachment 1) is required. This policy explains the terms and process for returned parts for each of the above two cases.

2.0 RETURNS FOR CREDIT

Severn Trent Water Purification (STWP) will accept returns for credit if a Return Material Authorization (RMA) is issued, and the returned product is received in our warehouse within 30 days of the original shipping date. Products must be returned with complete original shipping and product packaging material and contents, and the product and packaging must be in the original, "as shipped" condition. All returns for credit will be charged a 35% restock fee, however if the customer exchanges it for a part of equal or greater value the restocking fee will be 10%. The restocking fees are a percentage of the part price or the part purchase order. Customers are responsible for any shipping charges and insurance associated with products returned for credit.

IMPORTANT: If it is determined that the wrong product was received by the customer due to (STWP) error, STWP will waive our restocking fee and provide a FedEx or UPS account number to ship the items back to (STWP). Our restocking fee will not be waived if the wrong part was ordered due to customer error.

3.0 ELECTRICAL RETURNS

STWP will not accept any electrical parts back for credit unless they were installed and uninstalled by a trained STWP employee or authorized service technician and found to be in good working condition for return; or the item is still in the original sealed shipping container.

4.0 CUSTOM PARTS RETURNS

STWP will not accept any custom order part(s) that is returned for credit unless it was deemed defective at the time it was shipped. A report that the part is defective including a digital photo of the defective area must be received by STWP, Inc., within 24-hours of the customer receiving the part.

5.0 INITIATING A PARTS RETURN

Returns must be received in our warehouse, based on return shipping postmark date, within the specified time frame of original shipment and be in acceptable condition based on the type of return. It is important to pay close attention to return dates and to return the customer's products immediately after receiving a return authorization number. Returned products must meet our criteria of acceptance before STWP will issue a credit or ship a replacement.

If the returned product does not meet our acceptance criteria, STWP will make a reasonable attempt to contact the customer, using the contact phone number and contact e-mail address provided on the original order or return request to arrange for return or disposal of the item. Please make sure to check the customer's e-mail, and make sure that our correspondence is not being blocked as spam. If STWP does not receive a response to rejected items within two weeks of our attempted contacts, including instructions for

return shipping pickup, rejected items will be discarded. No exchanges or refunds will be granted after 30 days.

6.0 PARTS RETURN SHIPPING INSTRUCTIONS

All returns must have the return authorization number clearly written, preferably in black marker, on the outside of the shipping box. This is critical for us to clearly identify the item when it is received into our return warehouse. Please also include a copy of the original sales order, packing list or invoice.

Ship all returns to the following address:

Severn Trent Water Purification, Inc.
1110 Industrial Blvd
Sugar Land, TX 77478

7.0 SHIPPING DAMAGE RETURNS

If the customer receives a product that is damaged during shipment, the customer is responsible to initiate a claim with the Freight Company executing the delivery. All claims for freight damage must be notated on the delivery receipt. The only exception to this rule is when the contract calls for freight to be shipped FOB Destination. FOB Destination, freight allowed is defined as: Title passes to the buyer when freight reaches its destination. In the event of loss or damage in transit, the seller must file claim (as the beneficial owner of the property). Freight will be paid by the seller and the cost of freight is figured into the cost of goods.

- Seller pays freight charges
- Seller owns goods in transit
- Seller files freight claims

STWP Traffic Department must be notified within 24 hours

Do not throw away or alter any of the product and packaging. It must be in the same condition as it was received in order for the Freight Company to properly establish that damage incurred was the fault of the Freight Company and not due to other causes.

For some claims, STWP will issue a return authorization number to return the package to the STWP returns warehouse, following the normal return procedure.

After customer, in conjunction with responsible freight company, is able to properly establish that the product was damaged during shipping, STWP will work with customer to determine course of action to replace or repair damaged parts based on our Warranty Replacement Policy. It is always the customers' responsibility to seek monetary compensation from the Freight Company in the event the components are not salvageable. If the customer chooses to return the product for credit, our Return for Credit policy will apply, including restocking fee as described in the Returns for Credit paragraph above.

8.0 REPAIR RETURN FOR PARTS NOT COVERED BY WARRANTY

The customer will be advised of the price of any repairs and STWP will require a credit card number or purchase order prior to any work being started. Incoming and outgoing freight for all returned goods will be charged to the customer. The warranty of a repaired item is 30-days. If the customer decides not to repair the item, a service charge of USD \$200.00 applies and the item will be charged to the customer or, at the customers instructions, disposed. The service charge includes disposition of the non-repaired item per customer instructions, return or disposal of the item. Severn Trent is not responsible for the condition of a non-repaired returned item.