



Engineering Services Committee
Meeting

Commission Chamber- 11/12/2012- 1:00 PM

ENGINEERING SERVICES

1. Approve construction contract award to Lakeshore Engineering LLC in the amount of \$1,334,492.00. ☐ [Attachments](#)
2. Approve Avrett Plumbing Company, Inc. in the amount of \$229,200.13 for cleaning of sanitary sewer systems to be performed under Account Number 506043410-52232220. ☐ [Attachments](#)
3. Approve proposal for Augusta Utilities to provide Water Operations and Lab Assistance to East Central Georgia Regional Hospital at Gracewood (Gracewood). ☐ [Attachments](#)
4. Presentation by Ms. Gail Kelly regarding her sewer line tie-in. ☐ [Attachments](#)
5. Motion to approve and accept the water and gravity sanitary sewer Deed of Dedication and Maintenance Agreement for Heritage Park. ☐ [Attachments](#)
6. Motion to approve a contract with the Georgia Department of Transportation (GDOT) for the James Brown Blvd. Streetscape Project as requested by AED-Traffic Engineering. ☐ [Attachments](#)
7. Motion to approve the minutes of the Engineering Services Committee held on October 29, 2012. ☐ [Attachments](#)
8. An Ordinance to amend, update, and make certain corrections to the Augusta, Georgia Code, Title Seven Chapter Three Article Two Section 7-3-8 through 7-3-10; to repeal all Code sections and ordinances and parts of Code sections and ordinances in conflict herewith; to provide an effective date and for other other purposes provided herein. ☐ [Attachments](#)
9. Approve Utilities Sole Source Purchase of Meters from ☐ [Attachments](#)

Clayton County.

10. Discuss/approve stormwater fee. (Requested by ☐ [Attachments](#)
Commissioner Mason)

www.augustaga.gov



Engineering Services Committee Meeting

11/12/2012 1:00 PM

Approve construction contract award in the amount of \$1,334,492.00 to Lakeshore Engineering LLC for the Fort Gordon Gate 4 Booster Pump Station . Bid item #12-205

Department: Augusta Utilities Department

Caption: Approve construction contract award to Lakeshore Engineering LLC in the amount of \$1,334,492.00.

Background: The Privatization of Water/Wastewater Utilities contract between Fort Gordon and Augusta Richmond County was awarded September 2007. The requirements of the contract include executing Initial Capital Upgrades (ICU) projects for the water and wastewater systems throughout Fort Gordon. One of the Initial Capital Upgrades is Extension of the Water Distribution System at Gate 4 to improve water supply and provide redundancy in the Fort Gordon service area. The work to complete this project will include a new pumping station along Willis Foreman Rd.

Analysis: Lakeshore Engineering LLC submitted an acceptable bid package and was the lowest responsive bidder. The staff of the Utilities Department has completed evaluation of the bid package and it is recommended that the award go to Lakeshore Engineering LLC 1,334,492.00

Financial Impact: The amount submitted for the execution of this project was \$1,334,492.00. These funds are available from the following account:507043410-5425110/88880068-5425110

Alternatives: 1. Reject the award of the construction contract, would delay the construction of the Fort Gordon Water Distribution System at Gate 4 Project.

Recommendation: It is recommended that the award for construction of the Gate 4 Booster Pump Station Project be approved at \$1,334,492.00

Funds are Available in the Following Accounts: \$ 1,334,492.00.from account 507043410-5425110/88880068-5425110

Cover Memo

Item # 1

REVIEWED AND APPROVED BY:

Finance.

Procurement.

Law.

Administrator.

Clerk of Commission

**UTILITIES DEPARTMENT****Tom Wiedmeier**
Director**Jerry Delaughter**
Assistant Director**MEMORANDUM****TO:** Geri A. Sams**FROM:** Tom Wiedmeier**DATE:** October 23, 2012**SUBJECT:** Bid Item #12-205 Fort Gordon Gate 4 Booster Pump Station Thursday, October 11, 2012 @ 3:00 p.m.

We have reviewed the bid tab sheet and submittals received for the above item. We also agree with the design engineer's (Johnson, Laschober & Associates.) evaluation and consider their recommendation for award and budget requirements.

I consider the recommendation for award appropriate to (Lakeshore Engineering) in the amount of \$1,334,492.00.

Sincerely,

Tom Wiedmeier, P.E. Augusta Utilities Department

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

JOHNSON, LASCHOBER & ASSOCIATES, P.C.



October 22, 2012

Mr. Stanley Aye, Project Manager
Augusta Utility Department
360 Bay Street, Suite 180
Augusta, GA 30901

Re: Bid Item #12-205
Fort Gordon Gate 4 Booster Pump Station
JLA No: 3042.1101
Letter No: 002

Dear Mr. Aye:

We have reviewed the bid documents of the qualified bidders provided to us by the Augusta/Richmond County Procurement Department. Based on the information provided, Lakeshore Engineering, LLC submitted the lowest qualified bid at a total lump sum bid of \$1,334,492.00.

Lakeshore Engineering, LLC has fulfilled the bid requirements with respect to their submittal of the completed bid form and bid bond. During the pre-bid/request for qualifications period, they provided supplemental information in the form of project references, financial information, experience as is relevant to the project, and were subsequently recommended by JLA as a qualified contractor.

With respect to the above information, we recommend that the contract be awarded to Lakeshore Engineering, LLC.

Please call if you have any questions.

Sincerely,

JOHNSON, LASCHOBER & ASSOCIATES, P.C.

Richard J. Laschober, P.E.
Project Design Consultant

Attachments: None

cc: File

**Bid Item #12-205
Fort Gordon Gate 4 Booster Pump Station
for Augusta, Georgia - Utilities Department
Bid Due: Thursday, October 11, 2012 @ 3:00 p.m.**

VENDORS	Attachment B	E-Verify #	Addendum 1-2	Bid Bond	Lump Sum
Crowder Construction 1229 Royal DR Ste C Conyers, GA 30094	Yes	95514	Yes	Yes	\$1,512,000.00
Wharton-Smith Inc 750 Monroe Road Sanford, FL 32771	Yes	142070	Yes	Yes	\$1,567,777.00
Lakeshore Engineering 1259 Ellsworth Drive Atlanta, GA 30318	Yes	GLON4831	Yes	Yes	\$1,334,492.00
GPM Environmental 1326B Union Hill Rd Alpharetta, GA 30004					

Invitation To Bid

Sealed bids will be received at this office until **Thursday, October 4, 2012 @ 3:00 p.m.** for furnishing:

Bid Item #12-205 Fort Gordon Gate 4 Booster Pump Station for Utilities Department

BID's 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 are \$150.00.**

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.augustablueprint.com) at no charge through **Augusta Blue Print (706) 722-6488 beginning Friday, September 14, 2012.** 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 conducted at the Procurement Department, 530 Greene Street, Room 605 on Tuesday, September 18, 2012 @ 10:00 a.m. in the conference room. 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 Thursday, September 20, 2012 @ 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, 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.

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

GERI A. SAMS, Procurement Director

cc:	Tameka Allen Tom Wiedmeier Jerry Delaughter Stanley Aye	Deputy Administrator Utilities Department Utilities Department Utilities Department
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Revised: 8/15/2011

Item # 1

Bid Item #12-205
Fort Gordon Gate 4 Booster Pump Station
for Augusta, Georgia - Utilities Department
Bid Due: Thursday, October 11, 2012 @ 3:00 p.m.

VENDORS	Attachment B	E-Verify #	Addendum 1-2	Bid Bond	Lump Sum
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Wharton-Smith Inc 750 Monroe Road Sanford, FL 32771	Yes	142070	Yes	Yes	\$1,567,777.00
Lakeshore Engineering 1259 Ellsworth Drive Atlanta, GA 30318	Yes	GLON4831	Yes	Yes	\$1,334,492.00
GPM Environmental 1326B Union Hill Rd Alpharetta, GA 30004					

Mandatory Pre-Bid Conference
 Bid Item #12-205
 Fort Gordon Gate 4 Booster Pump Station
 For Augusta, GA – Utilities Department
 Tuesday, September 18, 2012 at 10:00 a.m.

PLEASE PRINT

NAME	COMPANY/DEPT.	ADDRESS/CITY/STATE/ZIP CODE	TELEPHONE NUMBER	FAX NUMBER	Prime/Sub/
1. MARK DICKSON	Crowder Construction	1229 Royal Drive, Ste C Conyers, GA 30094	(770) 761-5578	(770) 761-5971	Prime
2. Mike Reisinger	"	"	"	"	Prime
3. Paul Wetmore for Down Brogg	Wharton Smith Inc.	750 Monroe Road Sanford, FL 32771	407 321 8410	407 330 1092	Prime
4. BEAN JACKSON CONTACT: GARLAND CONIG	LAKEHORE ENGINEERING	1259 ELLSWORTH DR. ATLANTA, GA 30318	P: 404-355-3476 C: 478-595-8685	404-355-2424	PRIME
5. CHARLIE KING	Copan Environmental	1326 B Union Hill Rd ALPHARETTA, GA. 30004	404-434-8902	770-552-0319	Supplier
6. Trevor Wimberly	JLA	1296 Broad Street Augusta, GA 30901	706-724-5756	706-724-3885	Consultant
7. Matthew Hurley	JLA	"	"	"	"
8. Richard J. Laschoben	JLA	"	"	"	"
9. Stanley Ay	AUD	560 Bay Street	706-824-4788		
10. GYONNE GENTY	DBE		706 821-2444		
11. Steve ORTON	AUD		706-836-7243		
12. David SAND	AUD		706-842-3064		

Item #

Original 1

Mandatory Pre-Bid Conference

Bid Item #12-205

Fort Gordon Gate 4 Booster Pump Station

For Augusta, GA – Utilities Department

Tuesday, September 18, 2012 at 10:00 a.m.

PLEASE PRINT

NAME	COMPANY/DEPT.	ADDRESS/CITY/STATE/ZIP CODE	TELEPHONE NUMBER	FAX NUMBER	Prime/Sub/
1. <i>Phyllis Johnson</i>	<i>Procurement</i>		<i>706 821-2888</i>	<i>706 821-2811</i>	
2. <i>Darrell White</i>	<i>Procurement</i>		<i>706 821-2423</i>	<i>706 821-2811</i>	
3.					
4.					
5.					
6.					
7.					
9.					
10.					
11. <i>Item # 1</i>					
12.					

Original 2

**Crowder Construction
Attn: Mark Dickson
1229 Royal Drive, Suite C
Conyers, GA 30094**

**Wharton-Smith Inc
Attn: Dawn Bragg
750 Monroe Road
Sanford, FL 32771**

**Lakeshore Engineering
Attn: Garland Long
1259 Ellsworth Drive
Atlanta, GA 30318**

**Jerry Delaughter
Utilities Department
Bay Street**

**Stanley Aye
Utilities Department
Bay Street**

**Tom Wiedmeier
Utilities Department
Bay Street**

**Bid 12-205 Fort Gordon Gate 4
Booster Pump Station mailed
September 10, 2012**

**Bid Item 12-205
Fort Gordon Gate 4 Booster Pump
Station
For Utilities Department
Bid Due: Thurs 10/4/12 @ 3:00 p.m.**



**Engineering Services Committee Meeting
11/12/2012 1:00 PM**

Approve contract for the Cleaning Sanitary Sewer Systems Project for Utilities Department.

Department: Tom Wiedmeier, P.E., Director Augusta Utilities Department

Caption: Approve Avrett Plumbing Company, Inc. in the amount of \$229,200.13 for cleaning of sanitary sewer systems to be performed under Account Number 506043410-52232220.

Background: Augusta Utilities Department must have existing sanitary sewer systems cleaned to allow the systems to perform at appropriate levels as designed. Many sanitary sewer lines have debris and silt that must be removed. Under this contract with Avrett Plumbing Company approximately 215,000 linear feet of piping will be cleaned of various sizes from eight inches in diameter to eighteen inches in diameter.

Analysis: This sanitary sewer cleaning contract will allow the contractor to mobilize in the right-of-way and in areas designated as “off site” or out of the right-of-way so that equipment can be set up to clean debris and silt from the sanitary sewer systems. Pricing includes mobilization and demobilization of equipment for designated multiple 15,000 linear foot “modules” of piping to be cleaned, as well as smaller modules, on an as needed basis, in addition to the costs of the actual cleaning of the piping systems as per a Cleaning Specification approved to perform this sanitary sewer cleaning project.

Financial Impact: The Sanitary Sewer Systems Cleaning Project funding will be in account 506043410-52232220

Alternatives: No alternatives are recommended

Recommendation: Augusta Utilities Department recommends the Commission approve the Cleaning of Sanitary Sewer Systems for Utilities Department contract with Avrett Plumbing Company, Inc. in the amount of \$ 229,200.13.

Funds are Available

FUNDS AVAILABLE IN THE FOLLOWING ACCOUNTS:

Cover Memo

Item # 2

**in the Following
Accounts:**

506043410-52232220

REVIEWED AND APPROVED BY:

Finance.

Procurement.

Law.

Administrator.

Clerk of Commission

Invitation to Bid

Sealed bids will be received at this office on Tuesday, August 21, 2012 @ 3:00 p.m. for furnishing:

Bid Item 12-177 Cleaning Sanitary Sewer Systems for Augusta Utilities Department

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

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

Bid documents may be viewed on the Augusta, Georgia web site under the Procurement Department **ARCbid**. Bid documents may be obtained at the office of the Augusta, GA Procurement Department, 530 Greene Street – Room 605, Augusta, GA 30901. Documents may be examined during regular business hours at the offices of Augusta, GA Procurement Department. **A Mandatory Pre Bid Conference will be held on Friday, August 3, 2012 @ 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 Tuesday, August 7, 2012 @ 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 **90** days after time has been called on the date of opening. **A 100% payment bond and a 100% performance 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.

Bidders are cautioned that acquisition of BID documents through any source other than the office of the Procurement Department is not advisable. Acquisition of BID 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

Augusta Chronicle July 12, 19, 26, 2012 and August 2, 2012
Metro Courier July 18, 2012

cc:	Tameka Allen	Deputy Administrator
	Tom Wiedmeier	Utilities Department
	Jerry Delaughter	Utilities Department
	Russell Thies	Utilities Department
	Joe Holland	Utilities Department

Revised: 8/15/2011

Bid Item #12-177
Cleaning Sanitary Sewer Systems
For City of Augusta - Utilities Department
Bid Opening: Tuesday, August 21, 2012 @ 3:00 p.m.

Vendors		Avrett Plumbing Company 2332-A New McDuffie Road Augusta, GA 30906		Video Industrial Services 248 East Crogan Street Lawrenceville, GA 30046		Townley Construction Company 1061 War Hill Park Road Dawsonville, GA 30534		Rain for Rent 2330 Burnt Wood Drive NW Kennesaw, GA 30152	
Attachment B		Yes		Yes		Yes			
E-Verify Number		592698		197339		164847			
Addendum 1		Yes		Yes		Yes			
Item	Size	LF,MOD & CY Price	Total	LF,MOD & CY Price	Total	LF,MOD & CY Price	Total	LF,MOD & CY Price	Total
8-18" SS out of Right of Way	133,000 LF	\$0.75	\$99,750.00	\$2.75	\$365,750.00	\$1.00	\$133,000.00		
18" SS and above out of the right of way	7,000 LF	\$1.25	\$8,750.00	\$9.00	\$63,000.00	\$1.00	\$7,000.00		
8-18" SS in the Right of Way	57,000 LF	\$1.95	\$111,150.00	\$1.35	\$76,950.00	\$1.00	\$57,000.00		
18" SS and above in of the Right of Way	3,000 LF	\$2.75	\$8,250.00	\$4.50	\$13,500.00	\$1.00	\$3,000.00		
Mobilization for each module to be cleaned	13 Mod 15,000 LF	\$0.01	\$0.13	\$1.00	\$13.00	\$1,300.00	\$16,900.00		
Material Removed	1,300 CY	\$1.00	\$1,300.00	\$100.00	\$130,000.00	\$10.00	\$13,000.00		
Grand Total		\$229,200.13		\$649,213.00		\$229,900.00			

Item # 2

Bid Item #12-177
Cleaning Sanitary Sewer Systems
For City of Augusta - Utilities Department
Bid Opening: Tuesday, August 21, 2012 @ 3:00 p.m.

Vendors		BNS/VIS 516 Rountree Road Charlotte, NC 28217		American Infrastructure Technology 8799 US Highway 31 Hanceville, AL 35077-7140		Budget Sewer Services, Inc 2614 Mike Padgett Highway Augusta, GA 30906		Augusta Industrial Services, Inc 15 Lover's Lane Augusta, GA 30901	
Attachment B									
E-Verify Number									
Addendum 1									
Item	Size	LF,MOD & CY Price	Total	LF,MOD & CY Price	Total	LF,MOD & CY Price	Total	LF,MOD & CY Price	Total
8-18" SS out of Right of Way	133,000 LF								
18" SS and above out of the right of way	7,000 LF								
8-18" SS in the Right of Way	57,000 LF								
18" SS and above in of the Right of Way	3,000 LF								
Mobilization for each module to be cleaned	13 Mod 15,000 LF								
Material Removed	1,300 CY								
Grand Total						No Bid Response		No Bid Response	

Mandatory Pre-Bid Meeting

Bid Item #12-177
Cleaning Sanitary Sewer Systems
for Augusta, Georgia – Utilities Department
Friday, August 3, 2012 @ 10:00 a.m.

PLEASE PRINT

NAME	COMPANY/DEPT.	ADDRESS/CITY/STATE/ZIP CODE	TELEPHONE NUMBER	FAX NUMBER	Prime/Sub/
1. Buddy Anderson	BNS/VIS	516 Rountree Rd Charlotte NC 28217	704-529-0000	704-529-1048	Prime
2. Travis Williams	Video Industrial Services	248 East Crogan Street, Lawrenceville, Ga 30046	404-642-8150 205-281-2319	770-822-3704	Prime
3. JOE HOLLAND	AUD		4141		OWNER
4. Russell Thies	AUD		4139		Owner
5. Chuck Matheson	Townley Construction	24 Laina Bennett Rd Dawsonville GA 30534	706 216 2387	706 216 4277	Prime
6. David Arrett	The Arrett Company	Augusta GA 30900 2332-A New Mc Duffield Rd	706-796-0000	706-792-0654	Prime
7. Ken Low	The Arrett Company	Augusta GA 30900 2332-A New Mc Duffield Rd	706-796-0000	706-792-0654	Prime
8. JONATHAN RAYMET	AMERICAN INFRASTRUCTURE TECHNOLOGY CORP (AETC)	8799 US HIGHWAY 31 HANCEVILLE, AL 35077-7140	256-739-4747	256-737-1871	PRIME
9. Brett Skitt	Rain for Rent	2330 Brint wood dr. Kennesaw, GA 30152	678-594-6601	678-594-6605	Sub
10. Darrell White	Procurement		706 821-2423	706 821-2811	
11. J. J. Gentry	DBS		706 821-2406		
12. Phillip Mills	Procurement		706 821-2888	706 821-2811	

Item #2

**AUGUSTA UTILITIES**

Tom D. Wiedmeier, PE
Director

October 22, 2012

Ms. Geri Sams, Procurement Director
Augusta, GA

Sent via email

Re: Bid Item #12-177, Cleaning Sanitary Sewer Systems

Dear Ms. Sams:

We have reviewed the results of the referenced bid and recommend award to the low bidder, Avrett Plumbing. Avrett Plumbing was initially unclear as to the intent of the bid items, and we engaged in a pre-award negotiation; the attached bid sheet is the result of our discussions.

We recommend award of the Sanitary Sewer Cleaning Contract to the low bidder, Avrett Plumbing, in the amount of \$229,200.13.

Very truly yours,

Tom Wiedmeier
Director

TDW: cjlw

Enclosure

AUG-08-2012 17:31

RECEIVED 08/08/2012 16:16 7067920654
ARC PURCHASING

AVRETT PLUMBING

P.03/03

Bid Item 12-177
Cleaning Sanitary Sewer Systems for Utilities Department
Due Date: Tuesday, August 21, 2012 @ 3:00 p.m.

Price Sheet

Pricing Items

- Linear foot price for 8-18" SS out of the right of way
- Linear foot price for 18" SS and above out of the right of way
- Linear foot price for 8-18" SS in the right of way
- Linear foot price for 18" SS and above in the right of way
- Mobilization price for each 15,000 linear feet or greater module to be cleaned
- Mobilization price for a cleaning module less than 15,000 linear feet
(Price to be negotiated for each module that is less than 15,000 Linear Feet.)
- Each Cubic yard of material removed

ITEM	SIZE	LINEAR FOOT PRICE/MODULE & CUBIC YARD PRICE	TOTAL
8-18" SS out of the right of way	133,000 Linear Ft.	1.26	167,580.00
18" SS and above out of the right of way	7,000 Linear Ft.	1.25	8,750.00
8-18" SS in the right of way	57,000 Linear Ft.	.76	43,320.00
18" SS and above in the right of way	3,000 Linear Ft.	2.75	8,250.00
Mobilization for each module to be cleaned	13 Modules 15,000 L.F.	.01	.13
Material removed	1,300 Cub. Yards	1.00	1,300.00
Grand Total for the Bid			\$229,200.13

BID SUBMITTED BY:

SIGNATURE:

Kenneth Low

NAME (printed):

Kenneth Low

TITLE:

Operation Manager

COMPANY NAME

Avrett Plumbing Co Inc

ADDRESS:

2332-A New McDuffie Rd

CITY/STATE/ZIP CODE:

Augusta, GA 30906

TELEPHONE:

706-796-0200

FAX:

706-792-0654

Bid Item #12-177 Cleaning Sanitary Sewer Systems, Addendum #1

Item # 2.03

User: Mills, Phyllis

Organization:

City of Augusta, GA (Augusta Commission)

Logout | Help



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Buyers

Account Info

Log Bid

[View Bids]

Log Quote

View Quotes

Supplier Search

Build Broadcast List

Reports

Planholders List

Member Name City of Augusta, GA (Augusta Commission)

Bid Number ITB-12-177-0-2012/PJM

Bid Name Cleaning Sanitary Sewer Systems

1 Document(s) found for this bid

8 Planholder(s) found.

Add Planholder

Supplier Name ▲	Phone	Fax	Doc Count	Attributes	Programs	Actions
American Infrastructure Technologies Corporation	2567394747	2567371871	1			Documents
Construction Journal, Ltd.	8007855165	8005817204	1			Documents
DeAngelo Brothers Inc.	5704591112	5704594630	1			Documents
Onvia, Inc. - Content Department	2063739500	8882637801	1			Documents
Reynolds Inliner, LLC	8128653232	8128653075	1			Documents
The Bluebook of Building & Construction	8004312584	9143028103	1			Documents
Universal Service Inc.	4238928335	4238994203	1	1. Small Business		Documents
Video Industrial Services, Inc	2057980300	2057986211	1			Documents

Page 1 of 1

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BIDDERS LIST

BID ITEM # 12-177 COST \$ _____

#	COMPANY'S NAME & CONTACT PERSON	COMPLETE MAILING ADDRESS TELEPHONE & FAX NUMBERS	DATE	SPEC #	INITIALS	MAILED BY
1	Magna Flow Environmental Attn: Pete Miller 14915 Highway 59 N Humble, Texas 77396	Phone 281-448-8585	7/16/12		DW	4.5. ma: /
2		Fax 281-397-7195				
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						Item # 2

United Sewer Services, Inc
P. O. Box 538
Patterson, GA 31557

Avrett Plumbing Company
2332-A New McDuffie Road
Augusta, GA 30906

Augusta Industrial Services, Inc
15 Lover's Lane
Augusta, GA 30901

Budget Sewer Services, Inc
2614 Mike Padgett Highway
Augusta, GA 30906

Earl Babbitt Plumbing Co.
1128 Ellis Street
Augusta, GA 30901

Benjamin Franklin Plumbing
942 Atomic Road
North Augusta, SC 29841

Bestway Septic Tank
P. O. Box 16153
Augusta, GA 30919

Rowe's Septic Service
2345 Highway 88
Hephzibah, GA 30815

Southern Services
2630 Milledgeville Road
Augusta, GA 30901

Burnley Sanitary Sewer & Drain
Service
931 Boneville Road
Thomson, GA 30824

Universal Plumbing
2415 Milledgeville Road
Augusta, GA 30904

Dixie Drain Company
130 N Louisville Street
Harlem, GA 30814

Tom Weidmeier
Augusta Utilities Department

Russell Thies
Augusta Utilities Department

Jerry Delaughter
Augusta Utilities Department

Yvonne Gentry
Augusta LSB Office

Bid Item #12-177
Cleaning Sanitary Sewer Systems
For Augusta Utilities Department
Mailed Out July 12, 2012

Bid Item #12-177
Cleaning Sanitary Sewer Systems
For Augusta Utilities Department
Bid Due: Tues 08/21/12 @ 3:00 P.M.

Joe Holland
Augusta Utilities Department



Engineering Services Committee Meeting

11/12/2012 1:00 PM

East Central Georgia Regional Hospital, Water Operations and Lab Assistance

Department:	Utilities
Caption:	Approve proposal for Augusta Utilities to provide Water Operations and Lab Assistance to East Central Georgia Regional Hospital at Gracewood (Gracewood).
Background:	Gracewood currently operates on-site water and wastewater systems, including a well system and wastewater treatment plant. They will soon be decommissioning their wastewater plant and sending their wastewater to our system for treatment. Gracewood has also requested that we evaluate the possibility of providing operational and lab support for their groundwater treatment system.
Analysis:	Because of the proximity of Gracewood to the Hicks Plant and our Groundwater Treatment Plants, this support can easily be incorporated into the operational rounds of the groundwater plants. We propose providing the services outlined in the attached proposal for a monthly fee of \$1,067.
Financial Impact:	We will realize new sewer revenue of approximately \$14,000 per month once Gracewood begins discharging. The fee of \$1,067 per month for water and lab assistance will be adequate to cover the cost of this service.
Alternatives:	The Commission could elect not to approve the attached proposal.
Recommendation:	We recommend approval of the attached proposal, and authorize execution of a contract with the State subject to approval of the Administrator and City Attorney.
Funds are Available in the Following Accounts:	

REVIEWED AND APPROVED BY:

Finance.

Procurement.

Law.

Administrator.

Clerk of Commission

Proposal for Water Plant Operation and Laboratory Services for the Gracewood Campus of the East Central Regional Hospital

The Gracewood Campus of the East Central Regional Hospital owns a private water system consisting of four wells (two active) and one groundwater treatment plant. The system is operated under permit number 121-0008 issued by the Georgia Environmental Protection Division on January 12, 2007.

The Augusta Utilities Department is a large public water and wastewater utility whose service area surrounds the Gracewood Campus.

The Gracewood Campus has requested that Augusta Utilities provide a proposal to assist in the operation and monitoring of the Gracewood water system. In response to this request Augusta Utilities provides the following proposal.

Water Plant Operation

Augusta Utilities proposes to check the operation of the water treatment plant three times per day, seven days per week utilizing our operations staff located at the N. Max Hicks Water Treatment Plant. Operators will perform the following activities:

1. Monitor chemical concentrations in water and adjust dosages as needed.
2. Observe the functioning of equipment associated with the plant operations and report issues to appropriate Gracewood staff for action.
3. Assist in the training and oversight of Gracewood staff in performing additional system monitoring as needed.
4. Collect and store data documenting system operation.
5. Prepare and submit Monthly Operating Reports to the Georgia EPD.
6. Prepare an annual Consumer Confidence Report for the Gracewood Campus to reproduce and distribute.

Laboratory Services

Augusta Utilities proposes to provide laboratory services in compliance with the system operating permit. These services will be performed by the Augusta central water quality laboratory and will consist of the following activities:

1. One site visit per month to collect water samples for analysis as required the system operating permit.
2. Analyses will be performed at the Augusta laboratory, the Georgia EPD laboratory or other laboratory as appropriate.
3. Documentation of analysis and results will be provided to the Gracewood Campus.
4. Perform other sampling and analysis as required by regulatory agencies.

Cost for Services

Augusta Utilities proposes to perform the stated services for a monthly fee of \$1,066.82. Details of these costs are provided in Attachment A to this proposal. This fee would be fixed for 3 years at which time the costs will be reevaluated based on current conditions and experience with provision of these services. If a cost adjustment is needed the proposed revised cost will be submitted to the Gracewood Campus for consideration.

Agreement Termination

Augusta Utilities proposes that the agreement to provide services may be terminated by either party after providing a 60-day notice of intent to do so.

Attachment A

AUD Cost for Laboratory and Water Plant Operation Services to Gracewood Campus

Laboratory Services

Task	Rate	Monthly Cost	Annual Cost
One site visit per month to collect water samples for analysis as required by Gracewood's water system operating permit number 121-0008.	1 Hour per month at \$14.20 per hour plus labor overhead of \$ 4.97=\$19.17 per hour.	\$19.17	\$230.04
Cost of monthly analysis at Augusta's Water Quality Laboratory for 2 microbiological samples per month as required by the system operating permit.	Two microbiological samples at \$50.00 each.	\$100.00	\$1,200.00
Additional analyses as required by the system operating permit.		\$10.00	\$120.00
Total for Laboratory Services		\$129.17	\$1,550.04

Water Plant Operation Services

Task	Rate	Monthly Cost	Annual Cost
One site visit per 8-hour shift (3 per day) to sample water for appropriate chemical content as needed to insure high quality drinking water and compliance with Gracewood's water system operating permit number 121-0008.	1.5 Hours per day for a total of 45 hours per month at \$14.20 per hour plus labor overhead of \$ 4.97=\$19.17 per hour.	\$862.65	\$10,351.80
Preparation and submission of Monthly Operating Report to Georgia EPD, Annual Consumer Confidence Report and other reports/submissions to regulatory agencies.		\$75.00	\$900.00
Total for Water Plant Operation Services		\$937.65	\$11,251.80
Total for All Services		\$1,066.82	\$12,801.84



**Engineering Services Committee Meeting
11/12/2012 1:00 PM
Gail Kelly**

Department: Clerk of Commission

Caption: Presentation by Ms. Gail Kelly regarding her sewer line tie-in.

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:

Oct. 29, 2012



Att: Lera Borner;

I, Gail Kelly, would like to request an engineering service committee meeting. This meeting will be in reference to my sewer line tie-in.

my contact information:

3507 Monte Carlo DR.
Augusta, Ga. 30906

Home ph.# 706 771-9137
Cell ph.# 706 421-7784

Thanks

Ms. Gail Kelly



**Engineering Services Committee Meeting
11/12/2012 1:00 PM
Heritage Park Deed of Dedication and Maintenance Agreement**

Department:	Augusta Utilities Department
Caption:	Motion to approve and accept the water and gravity sanitary sewer Deed of Dedication and Maintenance Agreement for Heritage Park.
Background:	Heritage Suites, LLC is the developer of the Heritage Park subdivision and wishes to dedicate the water distribution system and gravity sanitary sewer system to Augusta.
Analysis:	Both systems passed inspection and testing, by the Augusta Utilities Department.
Financial Impact:	None
Alternatives:	Deny motion to approve and accept the water and gravity sanitary sewer Deed of Dedication and Maintenance Agreement for Heritage Park, and let the systems remain private.
Recommendation:	Approve motion to approve and accept the water and gravity sanitary sewer Deed of Dedication and Maintenance Agreement for Heritage Park.
Funds are Available in the Following Accounts:	N/A

REVIEWED AND APPROVED BY:

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

STATE OF GEORGIA

COUNTY OF RICHMOND

EASEMENT DEED OF DEDICATION

Water Distribution and Gravity Sanitary Sewer Systems

Streets to remain Private Streets

HERITAGE PARK

(Formerly Known As Pointwest Phase II)

WHEREAS, HERITAGE SUITES, LLC, a company established under the laws of the State of Georgia, (hereinafter known as "**DEVELOPER**") owns a tract of land in Richmond County, Georgia, on Pointwest Drive, known Heritage Park Subdivision, and in the building of a housing subdivision on said tract, it has laid out a water distribution system and gravity sanitary sewerage system, in said subdivision; and

WHEREAS, it is the desire of **DEVELOPER**, to deed the water distribution system and the gravity sanitary sewer system, to **AUGUSTA, GEORGIA**, (hereinafter known as "**AUGUSTA**"), a political subdivision acting by and through the Augusta-Richmond County Commission for maintenance and control; and

WHEREAS, it is the desire of **DEVELOPER** to reserve unto itself the maintenance and control of the storm drainage system and the road and street system; and

WHEREAS, a plat of the above stated subdivision has been prepared by H & C Surveying, Inc., dated June 25, 2012, revised September 15, 2012, said plat being filed in the Realty Records section of the office of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Reel 00008 Page(s) 0163, and to which reference is hereby made to said plat for a more complete and accurate description as to the land herein described; and

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

AUD 2008

Item # 5

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

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

WITNESSETH:

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

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

All easements are granted together with all of the necessary rights of ingress and egress for the purpose of maintaining the described water distribution system and gravity sanitary sewerage system.

ALL EASEMENTS are granted unto **AUGUSTA** with the right to stretch communication lines, or other lines, within the easements, for the use of **AUGUSTA**, its assigns, representatives, agents, and designees, upon or under said land, within said easements, with the necessary cables, wires, apparatus, fixtures and appliances; and with the right to assign said easements in whole or in part.

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

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

DEVELOPER further agrees that no trees or other vegetation that may interfere with the laying, relaying, installing, extending, operating, repairing and maintaining of pipelines

transporting and carrying utility services shall be planted on said easement(s) and that no buildings, structures, or other permanent improvements shall be erected, constructed, or maintained thereon.

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

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

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

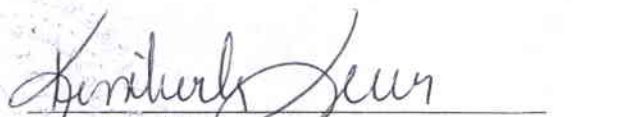
DEVELOPER:

HERITAGE SUITES, LLC

By: 
Joseph Todd

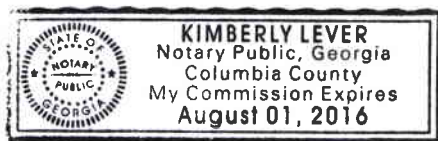
As Its: member


Witness


Notary Public
State of GA, County of Columbia

my Commission Expires: _____

(SEAL)



AUD 2008

Item # 5

AUGUSTA, GEORGIA

Witness

By: _____
David Copenhaver
As Its Mayor

Notary Public
State of Georgia, County of _____

Attest: _____
Lena Bonner
As Its Clerk of Commission

My Commission Expires: _____

(SEAL)

(SEAL)

AUD 2008

Item # 5

STATE OF GEORGIA
COUNTY OF RICHMOND

MAINTENANCE AGREEMENT

Water Distribution and Gravity Sanitary Sewer Systems
Streets to remain Private Streets
HERITAGE PARK
(Formerly Known As Pointewest Phase II)

THIS AGREEMENT, entered into this _____ day of _____, 2012, by and between **HERITAGE SUITES, LLC**, a company established under the laws of the State of Georgia, hereinafter referred to as the "**DEVELOPER**", and **AUGUSTA, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as the "**AUGUSTA**":

WITNESSETH

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

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

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

(1) **AUGUSTA** accepts the water distribution system and gravity sanitary sewerage system for the subdivision, respectively described in the Deed contemporaneously tendered herewith to the Augusta-Richmond County Commission and that said water distribution system and gravity sanitary sewer main were duly inspected by the Augusta Utilities Department, and said systems did pass said inspection.

(2) The **DEVELOPER** agrees to maintain all the installations laid or installed in said subdivision as described in said Deed for a period of eighteen months from the date of the acceptance of said Deed of Dedication by the Augusta-Richmond County Commission.

(3) The **DEVELOPER** agrees that, if during said eighteen month period there is a failure of the

installations laid or installed in said subdivision described in the Deed of Dedication due to failure or poor workmanship, the **DEVELOPER** shall be responsible for adequate maintenance and repair.

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

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

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

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

Signed, sealed and delivered in the presence of:

DEVELOPER:
HERITAGE SUITES, LLC

Paul Co
Witness

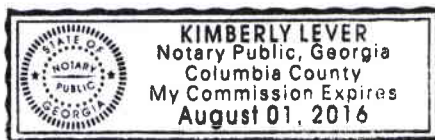
By: [Signature]

As Its: Member

Kimberly Lever
Notary Public
State of GA, County of Columbia

My Commission Expires: _____

(SEAL)



AUGUSTA, GEORGIA

Witness

By: _____
David Copenhaver
As Its Mayor

Notary Public
State of Georgia, County of _____

Attest: _____
Lena Bonner
As Its Clerk of Commission

My Commission Expires: _____

(SEAL)

(SEAL)

AUD 2008

Item # 5



LOCATION MAP
N.T.S.

PROJECT OWNER INFORMATION

JHT PROPERTIES, LLC
4102 COLDEN BOULEVARD
EVANS, GEORGIA 30809
TELEPHONE: 706-877-9500

PROJECT DATA

TOTAL NUMBER OF LOTS.....24
CURRENT ZONING.....R-3B
TOTAL ACREAGE.....5.03 Acres
ACREAGE IN 24 LOTS.....1.21 Acres
MINIMUM LOT.....2183 Sq. Ft. (LOT 5-D)
ACREAGE IN STREET R/W (PRIVATE).....0.81 Acres
ACREAGE IN COMMON AREAS.....3.01 Acres

MINIMUM BUILDING LINES

ALONG FRONT OF LOTS.....20 FEET

TAX MAP PARCEL NUMBER

018-0-364-01-0

EQUIPMENT USED

ELECTRONIC THEODOLITE
ELECTRONIC DISTANCE METER
TRAVERSE CLOSURE 1 IN 18,650+
PLAT CLOSURE 1 IN 219,233+
BALANCED BY COMPASS RULE

LEGEND

- IPS = 1/2" REINFORCING BAR SET
- OTF = OPEN TOP PIPE FOUND
- CTF = CRIMP TOP PIPE FOUND
- CNS = CORNER NOT SET
- RRF = REINFORCING BAR FOUND
- = COMPUTED POINT
- CMF = CONCRETE R/W MONUMENT FOUND
- ⊕ = FIRE HYDRANT
- ⊗ = WATER VALVE
- ⊙ = WATER METER
- ⊕ = GAS VALVE
- ⊗ = POWER POLE WITH GUY ANCHOR
- ⊙ = TEMPORARY SEWER SERVICE
- ⊕ = SANITARY MANHOLE
- ⊙ = STORM JUNCTION BOX
- HOA = HOME OWNERS ASSOCIATION

- BEARING = EASEMENT BEARING & DISTANCE
- S.W.T. = SINGLE WING TRAP
- D.W.T. = DOUBLE WING TRAP
- H.B.T. = HOOD BACK TRAP
- FES = FLARED END SECTION
- 24" W — WATER LINE
- G — GAS LINE
- P — OVERHEAD POWER LINES
- T — UNDERGROUND TELEPHONE LINES

988 = INDICATES STREET ADDRESS AND LOT NUMBER

- ☆ = IRRIGATION TAP
- ⊗ = POWER TRANSFORMER BOX

UTILITY ASBUILT OF HERITAGE PARK

SHOWING PROPERTY LOCATED IN THE 90th G.M.D.
AUGUSTA-RICHMOND COUNTY, GEORGIA

SCALE 1" = 30' JUNE 25, 2012
REVISED : SEPT. 15, 2012 (ENLARGED LOTS, CHANGED SETBACKS)

PREPARED BY:



3822-E COMMERCIAL COURT P. O. BOX 211525
MARTINEZ, GA. 30917 PHONE (706) 863-3483

SHEET 1 OF 3

GENERAL NOTES

1. NO MARQUEE, ISLANDS OR SPRINKLER SYSTEMS THAT ARE TO BE LOCATED WITHIN R/W.
2. ACCORDING TO FIRM MAP 13245C0020F DATED SEPTEMBER 25, 2009, THE 24 LOTS OF HERITAGE PARK, SHOWN ON THIS PLAT DO NOT LIE IN THE 100 YEAR FLOOD HAZARD ZONE.
3. IRON PINS (#4 RE-BAR) SET AT ALL PROPERTY CORNERS UNLESS OTHERWISE NOTED.
4. AUGUSTA-RICHMOND COUNTY WILL NOT REPAIR OR MAINTAIN WATER OR SEWER SERVICES LOCATED OUTSIDE EASEMENTS OR RIGHT OF WAYS.
5. THE 60' WIDE, PRIVATE, RIGHT OF WAY OF PONTWEST DRIVE, WITHIN HERITAGE PARK, HAS A PERMANENT INGRESS/EGRESS EASEMENT OVER THE ENTIRE RIGHT OF WAY FOR THE USE OF AUGUSTA-RICHMOND COUNTY FOR UTILITY REPAIR AND MAINTENANCE.
6. ALL STREETS AND ROADS, DENTENTION/RETENTION PONDS AND COMMON AREAS, AS APPLICABLE, ARE TO BE DEEDED TO THE HERITAGE PARK TOWNHOME OWNERS ASSOCIATION.
7. THERE ARE WETLANDS LOCATED ON T.M.P. 018-0-364-01-0.
8. THERE IS A 20 FOOT MAXIMUM EASEMENT CENTERED OVER ALL SANITARY SEWER PIPES AND IS RESERVED FOR AUGUSTA-RICHMOND COUNTY.
9. ALL LOTS HAVE A MINIMUM SETBACK OF 20 FEET ALONG THE FRONT.
10. AUGUSTA-RICHMOND COUNTY SHALL NOT BE RESPONSIBLE FOR PAVEMENT REPAIR OR SITE RESTORATION ASSOCIATED WITH REPAIR/REPLACEMENT OF A WATER OR SEWER LINE IN THIS PRIVATE DEVELOPMENT.
11. WETLANDS ARE UNDER THE JURISDICTION OF THE US ARMY CORPS OF ENGINEERS. ANY DISTURBANCE MUST BE PERMITTED UNDER THIS AGENCY.
12. STATE PLANE COORDINATE DATUM NAD 83 GEORGIA EAST ZONE COMB. SCALE FACTOR= 0.999888 ALL COORDINATES ARE GROUND COORDINATES. VERTICAL DATUM ALL ELEVATIONS SHOWN ARE NAVD 1929.
13. ALL ROAD RIGHT OF WAYS, WITHIN HERITAGE PARK SHALL BE PRIVATE.
14. THE NEW PORTION OF PONTWEST DRIVE IS 31' FROM BACK OF CURB TO BACK OF CURB THE CUL-DE-SAC BACK OF CURB RADIUS ARE AS SHOWN HEREON.
15. THE PERIMETER PROPERTY LINES, SHOWN HEREON, OF THE HERITAGE PARK DEVELOPMENT, DEFINED AS PARCEL "A", 5.17 ACRES ON A PLAT RECORDED IN DEED BOOK 458 PAGES 479-484, WERE COMPILED FROM SAID PLAT. THE PROPERTY CORNERS OF PARCEL A WERE FIELD VERIFIED BY H & C SURVEYING IN THE PREPARATION OF THIS PLAT.
16. AS PER THE DEVELOPMENT PLAN FOR THIS PROJECT DATED FEBRUARY 2, 2012, THE WETLANDS IMPACT EQUALS 0.08 ACRES AND MAY NOT EXCEED 0.10 ACRES. THE WETLANDS SHOWN WERE TAKEN FROM THE DEVELOPMENT PLANS, WHICH STATES THAT THE WETLANDS SHOWN ARE FROM THE WETLANDS INVENTORY MAP.
17. THERE ARE STATE WATERS LOCATED WITHIN 200' OF THIS PROJECT.

THE STREETS AND ROADS (DENTENTION/RETENTION PONDS AND COMMON AREAS AS APPLICABLE) ARE THE PRIVATE PROPERTY OF THE OWNER, WHO HAS FULL AND PERPETUAL RESPONSIBILITY FOR THEIR MAINTENANCE AND REPAIR. THE OWNER RELEASES AUGUSTA, GEORGIA, FROM ANY AND ALL CLAIMS, DAMAGES, OR DEMANDS ARISING ON ACCOUNT OF OR IN CONNECTION WITH THE DESIGN, CONSTRUCTION, AND MAINTENANCE OF THE STREETS AND ROADS (DENTENTION/RETENTION PONDS AND COMMON AREAS AS APPLICABLE) AS SHOWN HEREON.



SURVEYOR'S CERTIFICATION

IT IS HEREBY CERTIFIED THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY BY ME OR UNDER MY SUPERVISION, THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THEIR LOCATION, SIZE, TYPE AND MATERIAL ARE CORRECTLY SHOWN.

Item # 5
1 inch = 30 ft.

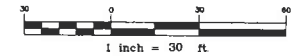
AS PER THE DEVELOPMENT PLAN FOR THIS PROJECT DATED FEBRUARY 2, 2012, THE WETLANDS IMPACT EQUALS 0.08 ACRES AND MAY NOT EXCEED 0.10 ACRES.

CENTERLINE CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD BEARING	CHORD
1	141.10'	500.00'	S 25°27'00" W	140.63'

CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD BEARING	CHORD
C-1	149.56'	530.00'	S 25°27'00" W	149.07'
C-2	13.30'	530.00'	S 33°45'54" W	13.30'
C-3	26.03'	530.00'	S 30°41'20" W	26.03'
C-4	14.78'	530.00'	S 28°26'57" W	14.78'
C-5	26.08'	530.00'	S 26°16'26" W	26.07'
C-6	26.01'	530.00'	S 23°27'31" W	26.01'
C-7	26.01'	530.00'	S 20°36'48" W	26.01'
C-8	17.34'	530.00'	S 18°18'12" W	17.34'
C-9	6.11'	25.00'	S 10°21'47" W	6.10'
C-10	23.55'	25.00'	S 23°37'29" E	22.69'
C-11	10.26'	470.00'	S 17°59'27" W	10.26'
C-12	26.01'	470.00'	S 20°12'05" W	26.00'
C-13	26.08'	470.00'	S 23°22'34" W	26.07'
C-14	37.06'	470.00'	S 27°13'28" W	37.05'
C-15	26.03'	470.00'	S 31°04'12" W	26.02'
C-16	7.20'	470.00'	S 33°05'43" W	7.20'
C-17	238.04'	55.00'	N 72°22'41" E	91.21'

AS PER THE DEVELOPMENT PLAN FOR THIS PROJECT DATED FEBRUARY 2, 2012, THE WETLANDS IMPACT EQUALS 0.08 ACRES AND MAY NOT EXCEED 0.10 ACRES.

NORTH 1,274,952.1894
EAST 696,546.3628
GA EAST ZONE SPC NAD 83

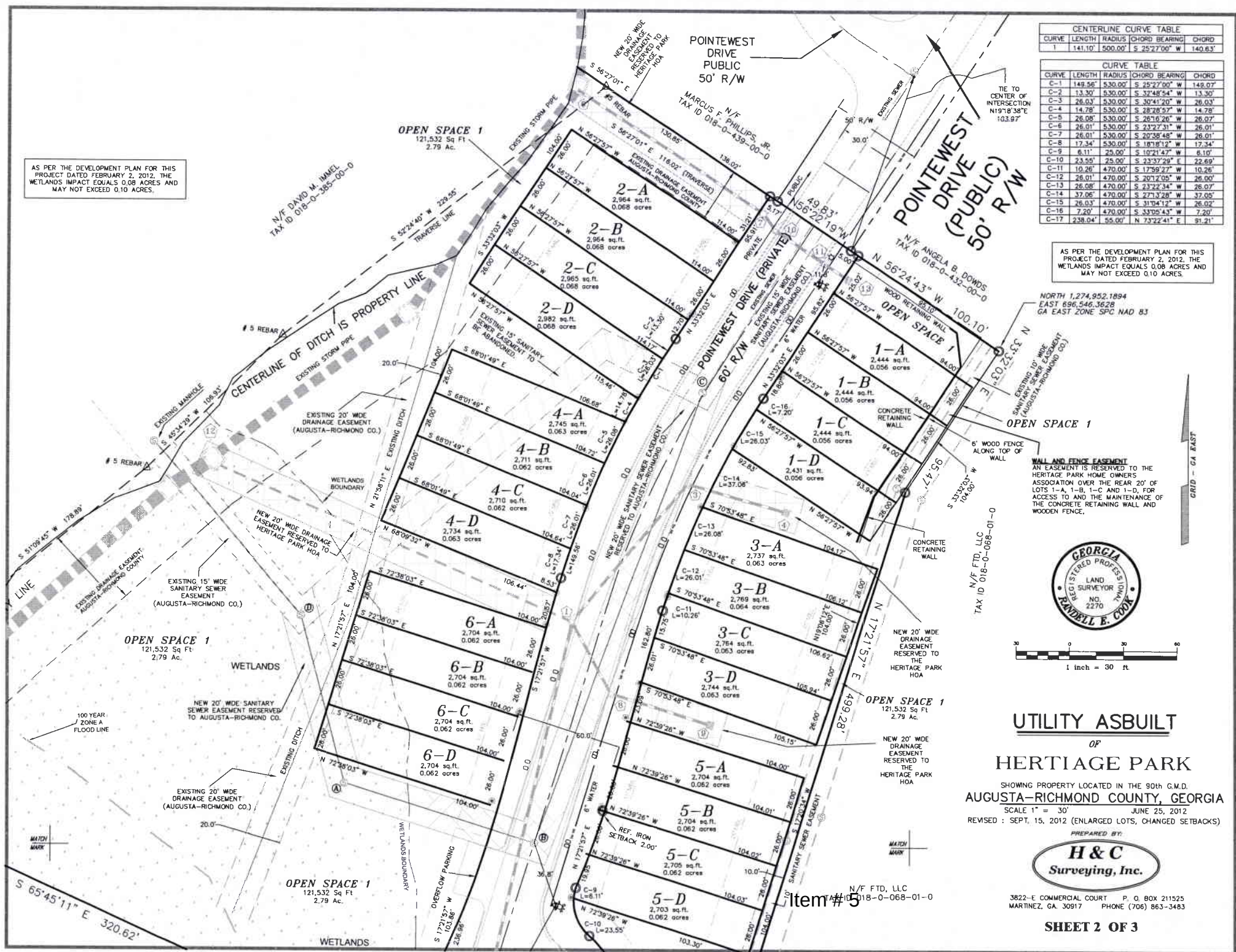


UTILITY ASBUILT OF HERTIAGE PARK

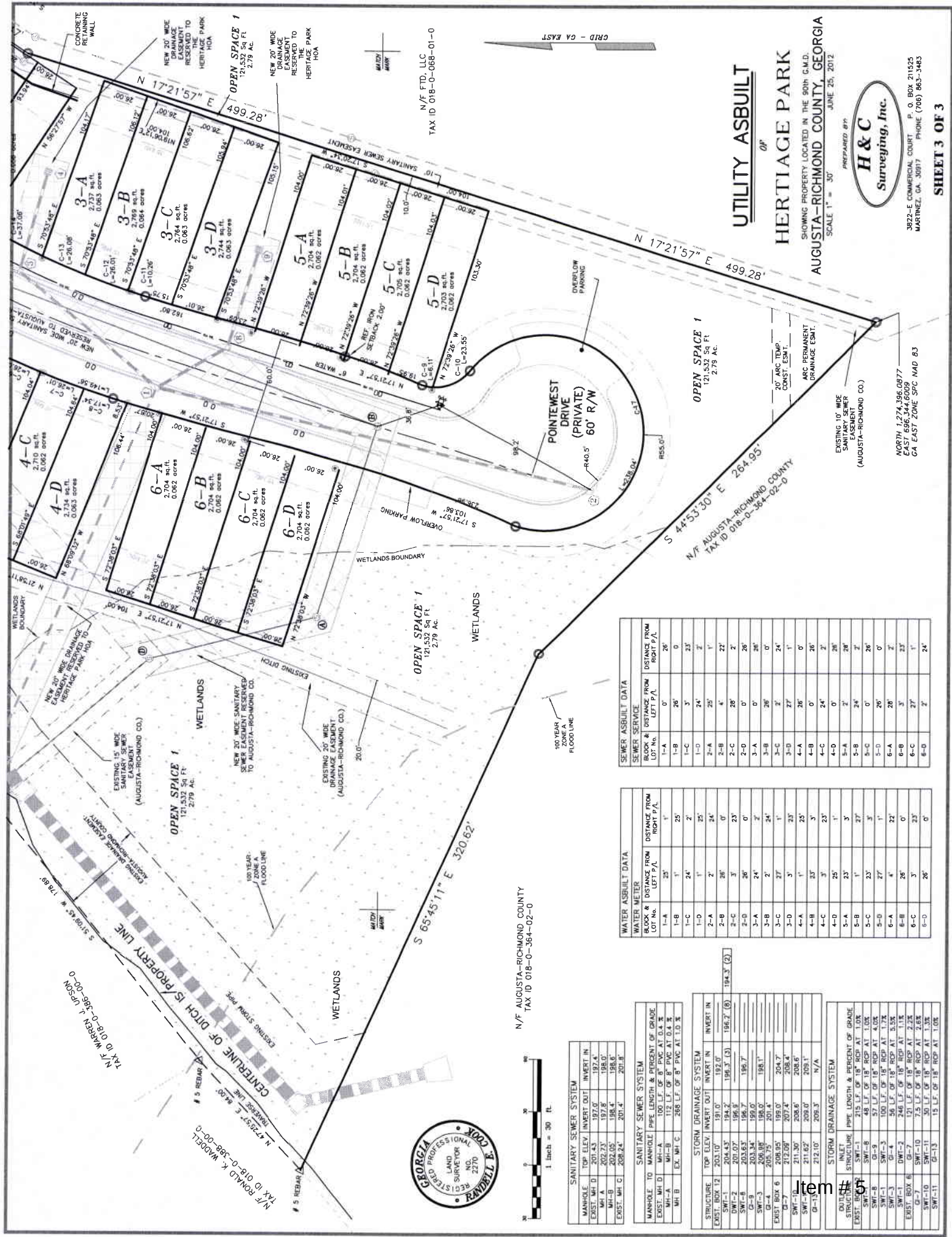
SHOWING PROPERTY LOCATED IN THE 90TH G.M.D.
AUGUSTA-RICHMOND COUNTY, GEORGIA
SCALE 1" = 30' JUNE 25, 2012
REVISED : SEPT. 15, 2012 (ENLARGED LOTS, CHANGED SETBACKS)



3822-E COMMERCIAL COURT P. O. BOX 211525
MARTINEZ, GA. 30917 PHONE (706) 863-3483



Item # 5



UTILITY ASBUILT

HERTIAGE PARK

SHOWING PROPERTY LOCATED IN THE 90th C.M.D.
AUGUSTA-RICHMOND COUNTY, GEORGIA
SCALE 1" = 30'
JUNE 25, 2012



3922-E COMMERCIAL COURT
MARTINEZ, GA 30017
PHONE (706) 863-3465

SEWER SERVICE DATA			
SEWER SERVICE	LOT NO.	DISTANCE FROM LEFT P/L	DISTANCE FROM RIGHT P/L
1-A	1	0'	26'
1-B	2	0'	26'
1-C	3	2'	23'
1-D	4	25'	2'
2-A	25'	2'	2'
2-B	4'	22'	2'
2-C	28'	0'	26'
2-D	0'	26'	0'
3-A	0'	26'	0'
3-B	26'	0'	24'
3-C	2'	24'	1'
3-D	27'	1'	23'
4-A	26'	0'	26'
4-B	0'	26'	0'
4-C	24'	2'	26'
4-D	0'	26'	0'
5-A	2'	26'	2'
5-B	24'	2'	26'
5-C	0'	26'	0'
5-D	26'	0'	26'
6-A	26'	0'	26'
6-B	3'	23'	0'
6-C	27'	1'	23'
6-D	2'	24'	0'

WATER METER DATA			
WATER METER	LOT NO.	DISTANCE FROM LEFT P/L	DISTANCE FROM RIGHT P/L
1-A	25'	1'	25'
1-B	1'	24'	2'
1-C	2'	25'	2'
2-A	2'	24'	2'
2-B	26'	0'	23'
2-C	26'	0'	23'
2-D	26'	0'	23'
3-A	2'	24'	2'
3-B	2'	24'	2'
3-C	27'	1'	23'
3-D	3'	23'	2'
4-A	33'	3'	23'
4-B	3'	23'	2'
4-C	3'	23'	2'
4-D	25'	1'	23'
5-A	23'	3'	23'
5-B	23'	3'	23'
5-C	23'	3'	23'
5-D	27'	1'	22'
6-A	4'	22'	0'
6-B	26'	0'	23'
6-C	26'	0'	23'
6-D	26'	0'	23'

SANITARY SEWER SYSTEM			
MANHOLE	TOP ELEV.	INVERT OUT	INVERT IN
EXIST. MH D	201.43	197.0'	197.4'
MH A	202.23	197.8'	198.0'
MH-B	202.05	198.4'	198.6'
EXIST. MH C	208.24	201.4'	201.8'

STORM DRAINAGE SYSTEM			
STRUCTURE	TOP ELEV.	INVERT OUT	INVERT IN
EXIST. BOX 12	203.10'	191.0'	192.0'
SWT-1	204.43'	194.2'	196.3' (3)
SWT-2	202.07'	196.9'	196.7'
SWT-3	203.34'	199.0'	199.7'
SWT-4	208.98'	198.0'	198.1'
SWT-5	205.75'	201.4'	201.4'
EXIST. BOX 6	208.95'	199.0'	204.7'
SWT-6	212.09'	207.4'	208.4'
SWT-7	211.30'	208.6'	208.6'
SWT-8	211.67'	209.0'	209.1'
SWT-9	212.10'	209.3'	N/A

STORM DRAINAGE SYSTEM			
OUTLET	PIPE LENGTH & PERCENT OF GRADE	INVERT OUT	INVERT IN
EXIST. BOX 12	215 L.F. OF 18" RCP AT 1.0%	191.0'	192.0'
SWT-1	48 L.F. OF 18" RCP AT 1.0%	194.2'	196.3'
SWT-2	57 L.F. OF 18" RCP AT 4.0%	196.9'	196.7'
SWT-3	100 L.F. OF 18" RCP AT 1.7%	199.0'	199.7'
SWT-4	96 L.F. OF 18" RCP AT 1.5%	198.0'	198.1'
SWT-5	248 L.F. OF 18" RCP AT 1.1%	201.4'	201.4'
SWT-6	75 L.F. OF 18" RCP AT 2.2%	207.4'	208.4'
SWT-7	50 L.F. OF 18" RCP AT 1.3%	208.6'	208.6'
SWT-8	15 L.F. OF 18" RCP AT 1.0%	209.0'	209.1'
SWT-9	15 L.F. OF 18" RCP AT 1.0%	209.3'	N/A



N/ AUGUSTA-RICHMOND COUNTY
TAX ID 018-0-364-02-0

N/ WAREH 1 UPSON
TAX ID 018-0-368-00-0

Item #5



Engineering Services Committee Meeting
11/12/2012 1:00 PM
James Brown Boulevard Enhancement Grant

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

Caption: Motion to approve a contract with the Georgia Department of Transportation (GDOT) for the James Brown Blvd. Streetscape Project as requested by AED-Traffic Engineering.

Background: The city of Augusta is the recipient of a \$650,000 award from GDOT under the federally-funded Transportation Enhancement (TE) reimbursement program. The TE program funds community-based projects that expand travel choices and enhance the transportation experience by improving the cultural, historic, aesthetic and environmental aspects of the surface transportation system. The award represents a combination of TE funds awarded for the Reynolds Street Depot Community Center, in the amount of \$450,000, and a separate award of \$200,000 for the James Brown Blvd. Streetscape project. At the request of the city, GDOT approved the transfer of the funds for the depot project to the streetscape project.

Analysis: The James Brown Blvd. Streetscape project includes aesthetic and safety enhancements within the existing right-of-way from the Reynolds Street intersection on the north to the Adams Street intersection on the south (near Dyess Park). The Downtown Development Authority is managing the project for the city. The Cranston Engineering Group is preparing construction plans for the project. Major elements of the project include demolition and reconstruction of concrete sidewalks, curb and gutter, installation of handicapped curb cut ramps at intersections, installation of street lights, street trees, trash receptacles and way-finding kiosks, and upgrades to storm water drains and catch basins. The project will not impact recent streetscape improvements made in the vicinity of the new library and the Augusta Judicial Center and John H. Ruffin, Jr. Courthouse.

Financial Impact: The 20% local match required for the project, \$162,500, is in the DDA Capital Fund Account #272-075510

Alternatives: 1. Accept the grant award and allow project to move forward, 2.

Cover Memo

Item # 6

Do not approve and enhancement project cannot proceed.

Recommendation: Approve Alternative Number One.

**Funds are Available
in the Following
Accounts:** Funds available in 272-07-5510

REVIEWED AND APPROVED BY:

Finance.

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

AGREEMENT
for
TRANSPORTATION ENHANCEMENT ACTIVITIES
between
DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
and the
CITY OF AUGUSTA

THIS AGREEMENT, made and entered into this ____ day of _____, 201__, by and between the DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter referred to as the "DEPARTMENT", and City of Augusta, hereinafter referred to as the "SPONSOR".

WHEREAS, the SPONSOR has been approved by the DEPARTMENT to carry out a Transportation Enhancement Activity which consists of: **Project CSTEE-0009-00(126), P.I. No. 0009126, Richmond County**, hereinafter referred to as the "PROJECT"; and

WHEREAS, the DEPARTMENT is authorized to receive federal funding for Transportation Enhancement Activities for Georgia pursuant to provisions of Title 23, Chapter2, Subchapter 1, Section 133; and

WHEREAS, the PROJECT is expected to positively impact the quality of transportation in the State of Georgia; and

WHEREAS, the DEPARTMENT desires to financially participate with the SPONSOR in the implementation of the PROJECT; and

WHEREAS, the SPONSOR has represented to the DEPARTMENT that it has the authority to receive and expend federal funds for the purpose of this PROJECT and is qualified and experienced to provide such services necessary for the construction of the PROJECT and the DEPARTMENT has relied upon such representations; and

WHEREAS, under Section 32-2-2(a)(7) of the Official Code of Georgia Annotated, the DEPARTMENT is authorized to participate in such an undertaking.

NOW, THEREFORE, the DEPARTMENT and the SPONSOR, both governmental entities of the State of Georgia, pursuant to Article IX, Section III, Paragraph I(a) of the Georgia Constitution of 1983, and in consideration of the mutual promises and covenant contained herein, do hereby agree as follows:

ARTICLE I SCOPE AND PROCEDURE

The SCOPE AND PROCEDURE for this PROJECT shall be: Construction of CR 2477 FM CR 2723 TO CR 2499 & FM CR 2509 TO CR 2523, as set forth in Exhibit A, WORK PLAN, which is attached hereto and incorporated as if fully set out herein. The scope of work is further defined by the PROJECT design and construction plans ("PROJECT PLANS") on file with the DEPARTMENT and the SPONSOR and referenced as if attached hereto and incorporated as if fully set out herein.

The SPONSOR shall be responsible for assuring that the PROJECT will be economically feasible and based upon sound engineering principles, meet American Association of State Highway and Transportation Officials ("AASHTO") Guidelines and will be sensitive to ecological, environmental and archeological issues.

The WORK PLAN sets out the scope of work for the PROJECT. It is understood and agreed that the DEPARTMENT shall participate only in the PROJECT as specified in Exhibit A, WORK PLAN.

During the development of the PROJECT the SPONSOR has taken into consideration, as applicable, the DEPARTMENT's "Standard Specifications for the Construction of Transportation Systems", 2001 Edition; *"Supplemental Specifications Book", current edition*; AASHTO standards for bicycle facilities; FHWA guidelines for pedestrian facilities; compliance with the Americans with Disabilities Act of 1990; compliance with the U.S. Secretary of the Interior "Standards and Guidelines, Archaeology and Historic Preservation"; compliance with Section 106 of the National Historic Preservation Act of 1966 and with Section 4(f) of the US DOT Act of 1966; compliance with the Archaeology and Historic Preservation Act of 1974; compliance with the Archaeological Resources Protection Act of 1979 and with the Native American Graves Protection and Repatriation Act, the Georgia Abandoned Cemeteries and Burial Grounds Act of 1991; compliance with the DEPARTMENT's Scenic Byways Designation and Management Program, and with the American Society of Landscape Architect Guidelines; compliance with the Outdoor Advertising Requirements as outlined in the Official Code of Georgia Annotated, Section 32-6-70 et.seq. and other standards and guidelines as may be applicable to the PROJECT.

Upon the approval of the right of way plans by the DEPARTMENT, the necessary rights of way for the PROJECT shall be acquired by the SPONSOR. Right of Way acquisition shall be in accordance with Public Law 91-646, the Uniform Relocation Assistance and Real Properties Policies Act of 1970, as amended, and the rules and regulations of the FHWA including, but not limited to, Title 23, United States Code; 23 CFR 710, et. seq., and 49 CFR Part 24, and the rules and regulations of the DEPARTMENT. Failure of the SPONSOR to follow these requirements may result in the loss of Federal funding for the PROJECT and it will be the responsibility of the SPONSOR to make up the loss of that funding. All required right of way shall be obtained and cleared of obstructions, including underground storage tanks, prior to advertising the PROJECT for bids. The SPONSOR shall further be responsible for making all changes to the approved right of way plans, as deemed necessary by the DEPARTMENT, for whatever reason, as needed to purchase the right of way or to match actual

conditions encountered. The SPONSOR shall be responsible for certifying the Right of Way. The SPONSOR further acknowledges that no acquisition of rights of way shall proceed until all applicable archaeological, environmental and historical preservation clearances have been approved.

The SPONSOR shall ensure that all contracts as well as any subcontracts for implementation of the PROJECT shall comply with the Federal and State legal requirements imposed on the DEPARTMENT and any amendments thereto. The SPONSOR is required and does agree to abide by those provisions governing the DEPARTMENT's authority to contract, specifically, but not limited to Sections 32-2-60 through 32-2-77 of the Official Code of Georgia Annotated; the DEPARTMENT's Rules and Regulations governing the Prequalification of Prospective Bidders, Chapter 672-5; and the DEPARTMENT's "Standard Specifications", 2001 Edition; "*Supplemental Specifications Book*", *current edition*; and any Supplemental Specifications and Special Provisions as applicable for the PROJECT.

The SPONSOR further agrees to comply with and shall require the compliance and physical incorporation of Federal Form FHWA-1273 into all contracts or subcontracts for construction.

ARTICLE II TIME OF PERFORMANCE

TIME IS OF THE ESSENCE IN THIS AGREEMENT. The SPONSOR shall perform its responsibilities for the PROJECT, commencing on receipt of written "Notice to Proceed" from the DEPARTMENT, and shall complete the PROJECT no later than December 31, 2014. No work on any phase shall begin without a written notice to proceed from the DEPARTMENT.

The work shall be carried on expeditiously, it being understood, however, that this Agreement may be extended or continued in force by mutual consent of the parties and evidenced by a written amendment thereto.

ARTICLE III CONTINGENT INTEREST

The DEPARTMENT shall retain a contingent interest in the PROJECT for as long as there continues a Federal interest in the PROJECT as determined by the DEPARTMENT's calculation of the economic life of the PROJECT. Should the work under the Agreement include Federal monies for purchase of real property, the Federal interest, and therefore the DEPARTMENT's contingent interest, shall be perpetual and recorded as described below. Based on the scope of work, as set forth in Exhibit A, WORK PLAN AND APPLICABLE PHASE, the DEPARTMENT has determined the economic life of the PROJECT to be Five (5) years from the date of PROJECT Final Acceptance.

Upon any sale or disposition of the PROJECT or the filing of an application for abandonment of the PROJECT under United States Code (U.S.C.) Title 49 Chapter 109 of all or any part of the PROJECT, the SPONSOR shall repay immediately in full to the DEPARTMENT an amount equal to the Federal Share of the funds involved in the improvement or rehabilitation of such part, segment or entirety of the PROJECT under this Agreement, said Federal Share to be determined in accordance with the DEPARTMENT's determination of the fair market value of the PROJECT at the time of disposition.

The term "any sale or disposition" as used in this Article shall mean any sale, abandonment, or disposition (1) for use not consistent with the purposes for which the Federal Share was originally granted pursuant to the Agreement, or (2) for a use consistent with such purposes wherein the transferee in the sale or disposition does not enter into an assignment and assumption agreement with the owner with respect to the owner's obligation thereunder as if the transferee had been the original owner thereof.

Upon completion of the PROJECT, the SPONSOR shall record in the appropriate land records, if applicable, in a form mutually agreeable to the parties hereto, a notice reciting that the property was improved with Federal assistance under this Agreement and that its use and disposition are subject to the terms of this Agreement. Verification of compliance with this paragraph shall be provided to the DEPARTMENT.

ARTICLE IV COVENANTS AGAINST CONTINGENT FEES

The SPONSOR shall comply with all relevant requirements of all Federal, State and local laws. The SPONSOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SPONSOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the SPONSOR, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the DEPARTMENT shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE V EMPLOYMENT OF DEPARTMENT'S PERSONNEL

The SPONSOR shall not employ any person or persons in the employ of the DEPARTMENT for any work required by the terms of this Agreement, without the written permission of the DEPARTMENT except as may otherwise be provided for herein.

ARTICLE VI REVIEW OF WORK

Authorized representatives of the DEPARTMENT and the Federal Highway Administration, ("FHWA"), may at all reasonable times review and inspect the activities and data collected under the terms of this Agreement and any amendments thereto, including but not limited to, all reports, drawing, studies, specifications, estimates, maps and computations prepared by or for the SPONSOR. The DEPARTMENT reserves the right for reviews and acceptance on the part of affected public agencies, railroads and utilities insofar as the interest of each is concerned.

Acceptance shall not relieve the SPONSOR of its professional obligation to correct, at its expense, any of its errors in the work. The DEPARTMENT's review recommendations shall be incorporated into the work activities of the SPONSOR.

The SPONSOR shall keep accurate records in a manner approved by the DEPARTMENT with regard to the use of the property and submit to the DEPARTMENT upon request, such information as is required in order to ensure compliance with this ARTICLE.

ARTICLE VII RESPONSIBILITY FOR CLAIMS AND LIABILITY

The SPONSOR shall be responsible for any and all damages to property or persons and shall indemnify and save harmless the DEPARTMENT, its officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting from the negligence of the SPONSOR in the performance of work under this Agreement.

It is understood by the SPONSOR that claims, damages, losses and expenses may include monetary claims made by the construction contractor for the PROJECT, and its related facilities, that are a result of the SPONSOR's negligence or improper representation in the plans.

The SPONSOR shall require that the provisions of this Article are included in all contracts and subcontracts.

These indemnities shall not be limited by reason of any insurance coverage held by the SPONSOR or the SPONSOR's contractors or subcontractors.

The SPONSOR shall be responsible to perform all work required to obtain all applicable PROJECT permits, including, but not limited to, Cemetery, Tennessee Valley Authority (TVA) and US Army Corps of Engineers permits, Stream Buffer Variances and Federal Emergency Management Agency (FEMA) approvals. The SPONSOR shall provide all mitigation required for the project, including but not limited to permit related mitigation. All mitigation costs are considered PE costs. PROJECT permits and non-construction related mitigation must be obtained and completed 3 months prior to the scheduled let date. These efforts shall be coordinated with the DEPARTMENT.

ARTICLE VIII COMPENSATION AND PAYMENT

It is agreed that the compensation hereinafter specified includes both direct and indirect costs chargeable to the PROJECT under generally accepted accounting principles and as allowed in the Federal Acquisition Regulations Subpart 31.6, and not prohibited by the Laws of the State of Georgia.

It is understood that the PROJECT is being developed under the guidance of the Innovative Financing Procedures as agreed to by the SPONSOR and as set forth in the executed Memorandum of Understanding on file with the DEPARTMENT. The Innovative Financing Procedures allow the SPONSOR to initiate Preliminary Engineering and Right of Way acquisition and apply allowable expenditures for these Phases toward the required Twenty Percent (20%) Local Match.

The estimated cost of the project is **Eight Hundred Twelve Thousand Five Hundred** and No/100 Dollars (**\$812,500.00**). The DEPARTMENT shall be responsible for eighty percent (80%) of the total cost of the project not to exceed the federal contribution. The SPONSOR shall be responsible for all cost exceeding the DEPARTMENT's contribution but shall contribute a minimum of twenty percent (20%).

	<u>Federal</u>	<u>Local</u>	<u>Total</u>
Construction	\$650,000	\$162,500	\$812,500

The total federal contribution for this PROJECT is **Six Hundred Fifty Thousand** and No/100 Dollars (**\$650,000.00**) and is the maximum amount of the DEPARTMENT's obligation. The SPONSOR shall be solely responsible for any and all amounts in excess of the maximum amount of the DEPARTMENT's obligation.

Prior to award of the project the SPONSOR shall submit to the DEPARTMENT a bid tabulation, the low bidders DBE goal sheet and their recommendation for awarding the project. The DEPARTMENT will review the information and issue a written recommendation to award or reject the bids. If a recommendation to award is given by the DEPARTMENT a written Notice to Proceed with Construction will be issued. No work shall begin until this Notice to Proceed has been issued.

The SPONSOR shall coordinate right of way activities with the DEPARTMENT's District Right of Way Engineer and construction activities with the DEPARTMENT's Area Engineer. In the event the SPONSOR, Right of Way Engineer, or Area Engineer recommend changes representing a fundamental departure from the PROJECT's approved Work Plan, the changes shall be reviewed by the DEPARTMENT's Project Manager. If the changes are approved, the DEPARTMENT's Project Manager shall prepare a supplemental agreement to amend the Agreement's Work Plan.

The SPONSOR shall submit to the DEPARTMENT monthly reports of the PROJECT's progress including: monthly accomplishments; further work to be done and any problems encountered

or anticipated. Payment shall be made monthly on the basis of calendar months, in proportion to the percentage of work completed for each phase of work and after approval of a certified voucher from the SPONSOR. Should the work for the PROJECT begin within any one month, the first voucher shall cover the partial period from the beginning date of the work through the last day of that month. The vouchers shall be numbered consecutively and submitted each month until work on the PROJECT is completed.

Payment shall be made in the amount of sums earned less previous partial payments. The final invoice shall reflect the actual cost of work accomplished by the SPONSOR and shall be the basis for final payment. The final invoice shall include all eligible cost incurred by the SPONSOR for Preliminary Engineering, Right of Way, and Construction. Final payment will be made at eighty (80) percent of the final invoice amount not to exceed the total federal contribution.

Expense for travel will be an allowable expense for the SPONSOR under this Agreement; however, travel will be limited to charges that are directly attributable to the project. In addition, no travel expenses will be allowed for out of state travel.

Should the DEPARTMENT, pursuant to the provisions of ARTICLE XIV, terminate the work under this agreement, the SPONSOR shall be paid for the percentage of work completed at the point of termination, notwithstanding any just claims by the SPONSOR.

ARTICLE IX FINAL PAYMENT

IT IS FURTHER AGREED that upon completion and acceptance of the work by the SPONSOR, the SPONSOR shall submit to the DEPARTMENT *the "Sponsor's Certification of Right of Way Acquisition form, if necessary, and "Sponsor's Certification of Final Acceptance" form*, and the final invoice. The DEPARTMENT shall process the final invoice report initiating the DEPARTMENT's project close-out procedures. Whereupon the DEPARTMENT shall pay to the SPONSOR a sum equal to one hundred percent (100%) of the total compensation as set forth in ARTICLE VIII, herein, and consistent with all approved invoices, less the total of all previous partial payments, paid or in the process of payment.

The SPONSOR agrees that acceptance of this final payment shall be in full and final settlement of all claims arising against the DEPARTMENT for work done, materials furnished, costs incurred, or otherwise arising out of this Agreement and shall release the DEPARTMENT from any and all further claims of whatever nature, whether known or unknown, for and on account of said Agreement, and for any and all work done, and labor and materials furnished in connection with the same.

The SPONSOR shall allow the examination and verification of costs by the DEPARTMENT's representatives, in accordance with the provisions of Article XII, herein. If the DEPARTMENT's examination of the contract cost records, as provided for in Article XII, results in unallowable expenses, the SPONSOR shall immediately be responsible for reimbursing the DEPARTMENT the full amount of such disallowed expenses.

ARTICLE X RIGHT OF FIRST REFUSAL

A determination by the SPONSOR to sell or dispose of the PROJECT shall entitle the DEPARTMENT to the right of first refusal to purchase or lease the PROJECT at net liquidation value. Such right of first refusal shall be retained for as long as the DEPARTMENT holds a contingent interest in the PROJECT pursuant to Article III of this Agreement.

Should the DEPARTMENT elect to purchase or lease the PROJECT at any time after completion of the PROJECT no compensation shall be provided for the value added as a result of the PROJECT.

ARTICLE XI SUBSTANTIAL CHANGES

No material changes in the scope, character, complexity or duration of the PROJECT from those required under the Agreement shall be allowed without the execution of a Supplemental Agreement between the DEPARTMENT and SPONSOR.

Minor changes in the work which do not involve increased compensation, extensions of time or changes in the goals and objectives of the PROJECT, may be made by written notification of such change by either party with written approval by the other party.

ARTICLE XII MAINTENANCE OF CONTRACT COST RECORDS

The SPONSOR shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the PROJECT, inclusive of a job cost or project cost report, and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for three years from the date of final payment under this Agreement, for inspection by the DEPARTMENT, and any reviewing agencies, and copies thereof shall be furnished upon request. The SPONSOR agrees that the provisions of this Article shall be included in any contracts it may make with any subcontractor, assignee or transferee.

ARTICLE XIII SUBLETTING, ASSIGNMENT OR TRANSFER

It is understood by the parties to this Agreement that the work of the SPONSOR is considered personal by the DEPARTMENT. The SPONSOR agrees not to assign, sublet or transfer any or all of its interest in this Agreement without prior written approval of the DEPARTMENT.

The DEPARTMENT reserves the right to review all subcontracts prepared in connection with the Agreement, and the SPONSOR agrees that it shall submit to the DEPARTMENT any proposed subcontract documents together with subcontractor cost estimates for review and written concurrence of the DEPARTMENT in advance of their execution.

All subcontracts in the amount of \$10,000.00 or more shall include the provisions set forth in this Agreement.

ARTICLE XIV TERMINATION

The DEPARTMENT reserves the right to terminate this Agreement at any time for any reason, with or without cause upon thirty (30) days written notice to the SPONSOR, notwithstanding any just claims by the SPONSOR for payment for services rendered prior to the date of termination.

It is understood by the parties hereto that should the DEPARTMENT terminate this Agreement prior to the completion of an element of work the SPONSOR shall be reimbursed for such work element based upon the percentage of work completed.

Failure to meet the time set out for completion of an approved work authorization, may be considered just cause for termination of the Agreement.

ARTICLE XV OWNERSHIP OF DOCUMENTS

The SPONSOR agrees that all reports, drawings, studies, specifications, survey notes, estimates, maps, computations, computer diskettes and printouts and other data prepared by or for it under the terms of this Agreement shall be delivered to, become and remain the property of the DEPARTMENT upon termination or completion of the work. The DEPARTMENT shall have the right to use the same without restriction or limitation and without additional compensation to the SPONSOR other than that provided for in this Agreement.

ARTICLE XVI PUBLICATION AND PUBLICITY

Articles, papers, bulletins, data, studies, statistics, interim or final reports, oral transmittals or any other materials reporting the plans, progress, analyses, results, or findings of work conducted under this Agreement shall not be presented publicly or published without prior written approval by the DEPARTMENT.

IT IS FURTHER AGREED that all releases of information, findings, and recommendations shall include a disclaimer provision and that all published reports shall include that disclaimer on the cover and title page in the following form:

"The contents in this publication reflect the views of the author(s), who is (are) responsible for the facts and accuracy of the data presented herein. The opinions, findings, and conclusions in this publication are those of the author(s) and do not necessarily reflect the official views or policies of those of the Department of Transportation, State of Georgia or the Federal Highway Administration. This publication does not constitute a standard, specification or regulation."

IT IS FURTHER AGREED that if any information concerning the PROJECT, its conduct, results or data gathered or processed should be released by the SPONSOR without prior approval from the DEPARTMENT, the release of same shall constitute grounds for termination of this Agreement without indemnity to the SPONSOR; but should any such information be released by the DEPARTMENT, or by the SPONSOR with such prior written approval, the same shall be regarded as public information and no longer subject to the restrictions of this Agreement.

Provided, however, that should the release of such information be required under the Georgia Open Records Act, Section 50-18-70, et seq., O.C.G.A., the restrictions and penalties set forth herein shall not apply. Any request for information directed to the SPONSOR, pursuant to the Georgia Open Records Act, for documents that are either received or maintained by the SPONSOR in the performance of a service or function for or on behalf of the DEPARTMENT shall be released pursuant to provisions of the Act. Further, the SPONSOR agrees to consult with the DEPARTMENT prior to releasing the requested documents.

ARTICLE XVII COPYRIGHTING

The SPONSOR shall be prohibited from copyrighting the final reports or copyrighting any papers, interim reports, forms or other material which are a part of the work under this Agreement, without written approval from the DEPARTMENT. The DEPARTMENT reserves the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, use and authorize others to use, the work prepared under this Agreement.

ARTICLE XVIII CONTRACT DISPUTES

This Agreement shall be deemed to have been executed in Fulton County, Georgia, and all questions of interpretation and construction shall be governed by the laws of the State of Georgia.

ARTICLE XIX INSURANCE

Prior to beginning work, the SPONSOR shall obtain and where applicable cause its contractors and subcontractors to obtain and furnish certificates to the DEPARTMENT for the following minimum amounts of insurance:

- (1) Workman's Compensation Insurance in accordance with the laws of the State of Georgia.
- (2) Public Liability Insurance in an amount of not less than one hundred thousand dollars (\$100,000.00) for injuries, including those resulting in death to any one person, and in an amount of not less than three hundred thousand dollars (\$300,000.00) on account of any one occurrence.
- (3) Property Damage Insurance in an amount of not less than fifty thousand dollars (\$50,000.00) from damages on account of any occurrence, with an aggregate limit of one hundred thousand dollars (\$100,000.00).
- (4) Valuable Papers Insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the PROJECT.

Insurance shall be maintained in full force and effect during the life of the Agreement and until final completion of the PROJECT.

**ARTICLE XX
COMPLIANCE WITH APPLICABLE LAW**

A. IT IS FURTHER CERTIFIED that the SPONSOR has read and understands the regulations for "CERTIFICATION OF COMPLIANCES WITH FEDERAL PROCUREMENT REQUIREMENTS, STATE AUDIT REQUIREMENT, AND FEDERAL AUDIT REQUIREMENTS" as stated in Attachment A of this Agreement and will comply in full with said provisions.

B. IT IS FURTHER CERTIFIED that the SPONSOR has read and understands the provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" as stated in Attachment B of this Agreement and will comply in full with said provisions.

C. IT IS FURTHER CERTIFIED that the SPONSOR has read and understands the provisions of the "Sponsor Certification Regarding Debarment, Suspension and Other Responsibility Matters" as stated in Attachment C of this Agreement and will comply in full with said provisions.

D. IT IS FURTHER CERTIFIED that the SPONSOR has read and understands the regulations for "COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964," as amended, and 23 CFR 200 et.seq. as stated in Attachment D of this Agreement and will comply in with said provisions.

E. The undersigned certify that the provisions of Sections 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated relating to Conflict of Interest and State Employees and Officials Trading with the State have been complied with in full.

F. The SPONSOR acknowledges and agrees that failure to complete appropriate certifications or the submission of a false certification shall result in the termination of this Agreement pursuant to the provisions of Article XIV.

G. IT IS FURTHER AGREED that the SPONSOR shall use its best efforts to subcontract a minimum of Five percent (5%) of the total amount of PROJECT funds to Disadvantaged Business Enterprise (DBE) as defined and provided for under the Federal Rules and Regulations 49 CFR 26 et.seq. The SPONSOR shall ensure that DBE firms are certified with the DEPARTMENT's Equal Employment Opportunity Office. The SPONSOR shall submit to the DEPARTMENT, for its review and concurrence, a copy of the proposed subcontract including the name of the DBE subcontractor. The Sponsor further agrees to the following assurances for participation by Disadvantaged Business Enterprises in Department of Transportation financial assistance programs:

(1) The Sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The Sponsor shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Sponsor's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation in this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter to enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

(2) The Contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Sponsor deems appropriate.

H. IT IS FURTHER AGREED that the SPONSOR shall comply and shall require its subcontractors to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101 et.seq. and 49 U.S.C. 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 791; and regulations and amendments thereto.

I. IT IS FURTHER AGREED that the SPONSOR shall, and shall require its contractors and subcontractors to, comply with all applicable requirements of the Davis-Bacon Act of 1931, 40 U.S.C. 276(a); as prescribed by 23 U.S.C. 113, for Federal-aid highway projects, except for projects located on roadways classified as local roads or rural minor collector, which are exempt.

The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, said parties have hereunto set their hand and affixed their seals the day and year above first written.

DEPARTMENT OF TRANSPORTATION CITY OF AUGUSTA

Commissioner (SEAL)

MAYOR

ATTEST:

Treasurer

Witness

Signed, Sealed & Delivered

This _____ Day of _____,
201____,
in the presence of:

NOTARY PUBLIC

I attest that the Corporate Seal attached to this Document is in fact the seal of the Corporation and that the Officer of this Corporation executing this Document does in fact occupy the official position indicated and is duly authorized to execute such document on behalf of this Corporation.

ATTEST:

Federal Employer Tax No.

insert

AUTHORIZING RESOLUTION

here

(see following example)

FOR EXAMPLE ONLY

AUTHORIZING RESOLUTION

Resolution authorizing <SPONSOR> (hereinafter referred to as "SPONSOR") and the Georgia Department of Transportation (hereinafter referred to as "DEPARTMENT") to contract for funding under the Transportation Equity Act for the 21st Century (hereinafter referred to as "TEA-21").

WHEREAS, the Secretary of the United States Department of Transportation (hereinafter referred to as "US DOT") and the Commissioner of the DEPARTMENT are authorized to contract for Transportation Enhancement Projects; and

WHEREAS, the contract for financial assistance imposes certain duties upon SPONSOR including but not limited to the provision of its local share of the project costs; and

WHEREAS, SPONSOR guarantees that it will comply with Title VI of the Civil Rights Act of 1964, all other pertinent directives and all US DOT requirements; and

WHEREAS, to complete the project, SPONSOR will use Disadvantaged Business Enterprises to the fullest extent possible and will implement and administer procedures to ensure that minority businesses are competitive for contracts and purchase orders when procuring services including but not limited to construction contracts, supplies, equipment contracts or consultant contracts.

NOW, THEREFORE, BE IT RESOLVED BY SPONSOR THAT:

1. _____ is authorized to execute the contract on behalf of _____ with the DEPARTMENT for aid in financing construction, and all other activities incidental thereto, of Transportation Enhancement Activity pursuant to Public Law 105-178 (1998); and all other provisions as set forth in the contract with the DEPARTMENT.
2. _____ is authorized to execute and file an assurance or any other document required by the US DOT and the DEPARTMENT certifying compliance with Title VI of the Civil Rights Act of 1964.
3. _____ is authorized to furnish any and all additional information that may be required by US DOT or the DEPARTMENT in connection with the application for the Transportation Enhancement Activity project and budget.
4. That _____ is authorized to set forth and execute affirmative disadvantaged business policies in connection with the *participation goal established by the Georgia Department of Transportation*.

CERTIFICATION

The undersigned duly qualified and acting as _____ of the <SPONSOR> certifies the following:

The <SPONSOR> has contributed to date the sum of \$ _____ towards preliminary engineering for this project.

The <SPONSOR> has identified sufficient resources to complete the Scope of Work for this project and make all payments not covered by the federal Transportation Enhancement Activity funding contribution.

The foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the _____ held on _____ 20__.

<<IMPRESS OFFICIAL SEAL HERE>>

Signature of Recording Officer

Title of Recording Officer

Date

insert

OPINION OF COUNSEL

here

(see following example)

FOR EXAMPLE ONLY
OPINION OF COUNSEL

Georgia Department of Transportation
Office of Program Delivery
One Georgia Center
600 W. Peachtree Street NW
Atlanta, GA 30308

Re: Contracts for Transportation Enhancement Activity funds

Dear Mr. Bobby Hilliard:

This communication serves as the official opinion of counsel regarding the above referenced matter pursuant to the requirements of the Transportation Equity Act for the 21st Century (TEA-21), P. L. 105-178 (1998). <SPONSOR> (hereinafter referred to as "SPONSOR") has been approved for funding under TEA-21 and that the Federal Highway Administration (FHWA) has concurred in said approval. As such, I certify that SPONSOR is authorized to plan, construct and implement Transportation Enhancement Activity projects for the following reasons:

1. SPONSOR is authorized under (cite and quote from legal authority) to plan, construct, implement and maintain Transportation Enhancement Activity projects. These functions may be carried out directly by SPONSOR or by agreements with other parties.
2. SPONSOR is authorized under (cite source and provide a copy) to provide for its share of project funds for the Transportation Enhancement Activity project. *See Attached*

Further, I certify that contracting for Transportation Enhancement Funds does not violate applicable Federal, State and/or local laws. Moreover, I certify that there is no pending litigation or other pending action that may adversely affect the proposed project in the program or SPONSOR's ability to perform its duties under the contract.

Sincerely,

Legal Counsel for <SPONSOR>

CERTIFICATION OF SPONSOR

I hereby certify that I am the _____ and duly authorized representative of the _____ whose address is _____ I hereby certify to the best of my knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, 'Disclosure Form to Report Lobbying', in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

The SPONSOR also agrees that the language of this certification shall be included in all subcontracts and lower tier subcontracts which exceed \$10,000.00 and that all such recipients and sub-recipients shall certify and disclose accordingly.

I also certify that neither I nor the above entity I here represent has:

- (a) employed or retained for a commission, percentage, brokerage contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above entity) to solicit or secure this Agreement.
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or

- (c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above entity) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement;

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement involving participation of Federal Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature

ATTACHMENT A

CERTIFICATION OF COMPLIANCES

I hereby certify that I am a principal and duly authorized representative of _____ whose address is _____ and it is also certified that:

I. PROCUREMENT REQUIREMENTS

The below listed provisions of Federal Procurement requirements shall be complied with throughout the contract period:

- (a) 49 CFR Part 18 Section 36
Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments – Procurement
- (b) 23 CFR 635 Subpart A – Contract Procedures

II. STATE AUDIT REQUIREMENT

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the "Requirement of Audits" shall be complied with throughout the contract period in full such that:

- (a) Each unit of local government having a population in excess of 1,500 persons or expenditures of \$ 175,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.
- (b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.
- (c) The governing authority of each local unit of government having expenditures of less than \$ 175,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.
- (d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.

- (e) The audits of each local government shall be conducted in accordance with generally accepted government auditing standards.

III. FEDERAL AUDIT REQUIREMENT

The provisions of OMB Circular A-133 issued pursuant to the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156 shall be complied with throughout the contract period in full such that:

- (a) Non-Federal entities that expend \$ 300,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of OMB Circular A-133.
- (b) Non-Federal entities that expend less than \$ 300,000 a year in Federal awards are exempt from Federal audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO).
- (c) Except for the provisions for biennial audits provided in paragraphs (1) and (2) below, audits required shall be performed annually. Any biennial audit shall cover both years within the biennial period.
 - (1) A State or local government that is required by constitution or statute, in effect on January 1, 1987, to undergo its audits less frequently than annually, is permitted to undergo its audits biennially. This requirement must still be in effect for the biennial period under audit.
 - (2) Any non-profit organization that had biennial audits for all biennial periods ending between July 1, 1992, and January 1, 1995, is permitted to undergo its audits biennially.
- (d) The audit shall be conducted in accordance with Generally Accepted Government Auditing Standards.

Date

Signature

ATTACHMENT B
CERTIFICATION OF SPONSOR
DRUG-FREE WORKPLACE

- (1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and
- (2) A drug-free workplace will be provided for the SPONSOR's employees during the performance of the contract; and
- (3) Each subcontractor hired by the SPONSOR shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. The SPONSOR shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with the SPONSOR, <the subcontractor> certifies to the SPONSOR that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and
- (4) It is certified that the SPONSOR will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

ATTACHMENT C

SPONSOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The SPONSOR certifies that it has read and understands the attached instructions and that to the best of my knowledge and belief the firm and its representatives:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by the Georgia Department of Transportation and by any Federal department or agency;
- (b) Have not within a three year period preceding this Agreement been convicted of or had a civil judgement rendered against the firm or its representatives for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or Local) transaction or contract under a public transaction in violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification;
- (d) Have not within a three year period preceding this Agreement had one or more public transactions (Federal, State or Local) terminated for cause or default; and
- (e) That the firm will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as attached hereto and without motivation, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

I acknowledge that this certification is provided pursuant to Executive Order 12549 and 49 CFR Part 29 and that this firm agrees to abide by the rules and conditions set forth therein for any misrepresentation that would render this certification erroneous, including termination of this Agreement and other remedies available to the Georgia Department of Transportation and Federal Government.

I further acknowledge that this certificate is to be furnished to the Georgia Department of Transportation, in connection with this Agreement involving participation of Federal Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Instructions for Attachment C Certification

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions (SPONSORS)

1. By signing and submitting this contract the SPONSOR is providing the certification set out in Attachment C.
2. The inability of the SPONSOR to provide the certification required may not necessarily result in denial of participation in this covered transaction. The SPONSOR shall then submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the SPONSOR to furnish a certification or an explanation shall disqualify such person or firm from participation in this transaction.
3. The certification, Attachment C, is a material representation of fact upon which reliance is placed by the Department before entering into this transaction. If it is later determined that the SPONSOR knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause of default.
4. The SPONSOR shall provide immediate written notice to the Department if at any time the SPONSOR learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in these instructions and the certification, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.
6. The SPONSOR agrees by submitting this proposal/contract that should the proposed covered transaction be entered into, it shall not knowingly enter into a lower tier covered transaction with a person/firm who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the Department.
7. The SPONSOR further agrees by submitting this proposal/contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", as provided by the Department without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A SPONSOR in a covered transaction may rely upon a certification of a prospective participant in lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The SPONSOR may decide the method and frequency by which it determines the eligibility of its principals.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by these instructions. The knowledge and information of the SPONSOR is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if the SPONSOR in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction in addition to other remedies available to the Federal Government, the Georgia Department of Transportation may terminate this transaction for cause or default.

ATTACHMENT D

NOTICE TO SPONSOR COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

During the performance of this Agreement, the SPONSOR, for itself, its assignees and successors in interest (hereinafter referred to as the "SPONSOR"), agrees as follows:

(1) **Compliance with Regulations:** The SPONSOR will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations [also 49 CFR Part 27]), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination:** The SPONSOR, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, national origin, or sex in the selection and retention of subcontractors including procurement of materials and leases of equipment. The SPONSOR will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program, set forth in Appendix B of the Regulations. In addition, the SPONSOR will not participate either directly or indirectly in the discrimination prohibited by 23 CFR 200.

(3) **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiations made by the SPONSOR for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the SPONSOR of the SPONSOR's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin or sex.

(4) **Information and Reports:** The SPONSOR will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the SPONSOR is in the exclusive possession of another who fails or refuses to furnish this information, the SPONSOR shall so certify to the State Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain this information.

(5) **Sanctions for Noncompliance:** In the event of the SPONSOR's noncompliance with the nondiscrimination provisions of this contract, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the SPONSOR under the contract until the SPONSOR complies, and/or
- (b) cancellation, termination or suspension of this contract, in whole or in part.

(6) **Incorporation of Provisions:** The SPONSOR will include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The SPONSOR will take such action with respect to any subcontract or procurement as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the SPONSOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the SPONSOR may request the State to enter into such litigation to protect the interests of the State, and, in addition, the SPONSOR may request the United States to enter into such litigation to protect the interests of the United States.

EXHIBIT A WORK PLAN CONSTRUCTION PHASE

The Scope and Procedure of the Project is stated as follows:

SECTION A - DESCRIPTION OF THE PROJECT

The PROJECT consists of providing services connected with construction of CR 2477 FM CR 2723 TO CR 2499 & FM CR 2509 TO CR 2523 in

Richmond County. The PROJECT PLANS on file with the DEPARTMENT and the SPONSOR and referenced as if attached hereto and incorporated as if fully set out herein identify the detailed construction work to be accomplished for the PROJECT.

The SPONSOR shall be responsible for the following activities:

1. Comply with conditions listed in the Georgia Department of Natural Resources Historic Preservation Division finding of no adverse effect.
2. Advertise the project for public bid according to the requirements of the Official Code of Georgia, Title 32, Chapter 2, excluding that provision which provides for negotiations and the Required Contract Provisions (Form FHWA-1273) as given in 23 C.F.R. 633 subpart A and 49 C.F.R. Part 18. Upon opening bids, the SPONSOR shall award the PROJECT to the lowest reliable bidder.
3. All bidders submitting bids in excess of \$2,000,000 must be pre-qualified with the DEPARTMENT. If construction work involves welded structures, such as bridges, the manufacturer of the structure shall be on the GDOT QPL List 60.
4. The SPONSOR shall hold a pre-construction conference for the project with, at a minimum, the contractor and the DEPARTMENT's Area Engineer.
5. Provide copies of the SPONSOR's construction subcontract, construction schedule, and contact list to the DEPARTMENT's Area Engineer for use in monitoring PROJECT construction and reviewing payment invoices.
6. Provide copies of the completed construction plans to the DEPARTMENT's Project Manager and to the local Area Engineer.
7. Submit to the DEPARTMENT's Area Engineer a copy of all proposed DBE subcontracts, including the name of the subcontractor.

8. Ensure that DBE firms are certified with the DEPARTMENT'S Equal Employment Opportunity Office.
9. Check the third party contractor's payrolls for, including but not limited to, compliance with appropriate wage rates and Disadvantage Business Enterprise (DBE) participant goal and submit monthly reports on DBE participation to the DEPARTMENT's Area Engineer. DBE monitoring and reporting requirements are outlined in the DEPARTMENT's publication entitled "Disadvantaged Business Enterprise Program Criteria for Acceptability", current edition.
10. Retain a Resident On-site Construction Inspector.
11. Provide for total on-site PROJECT management; working with the third party contractor to establish sequences for work.
12. Submit monthly progress reports and invoices to the DEPARTMENT's Area Engineer until final acceptance of the PROJECT by the SPONSOR and submittal of "Sponsor's Certification of Final Acceptance" form, final voucher, materials certification statement, and "Statement of Final Project Expenditures" form.
13. Maintain adequate project files including but not limited to project diary, material certificates, insurance documents, complete construction plans and specifications, and third party contractor payrolls.
14. The Sponsor is responsible for field quality testing (i.e. slump, air, cylinders) of concrete used in sidewalks and other minor concrete items. The technicians that perform this work shall be GDOT certified. Concrete cylinders may be brought to a GDOT laboratory for testing or can be tested at a non-GDOT laboratory, as long as the laboratory is accredited by AASHTO in AASHTO T-22 or ASTM C-39. The Sponsor must notify the Area Engineer when the contractor intends to place concrete or asphalt mixtures. For all materials not tested by the DEPARTMENT, the SPONSOR will certify that material suppliers and materials conform to the requirements of the Agreement, plans and specifications. These materials are expected to comply with generally accepted industry standards for the individual items.
15. Have a Resident Inspector obtain AS BUILT CONSTRUCTION PLANS.
16. Furnish the DEPARTMENT with a copy of the AS BUILT CONSTRUCTION PLANS.
17. Comply with all applicable state and federal laws, rules and regulations and guidelines.

The DEPARTMENT shall be responsible for the following activities:

1. Provide a project engineer to conduct spot inspections, verify progress, and approve invoices for payment.
2. Conduct materials testing of all materials typically used in highway construction that become a permanent part of the travelway and its safety appurtenances. An exception to this minor concrete items such as sidewalks.

The SPONSOR and DEPARTMENT shall follow the following reimbursement procedures:

For payment purposes, the SPONSOR shall forward monthly invoices, with copies of the contractor's invoices, descriptions of work performed during the payment period, and any other documentation requested or required by the DEPARTMENT, to the DEPARTMENT's Area Engineer. The DEPARTMENT shall process the SPONSOR's reimbursement request according to standard procedures established by the DEPARTMENT. It is understood that the DEPARTMENT shall process or make findings on all reimbursement requests in a timely and efficient manner.

The SPONSOR agrees to abide by the terms and conditions governing the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, 49 CFR Part 18.

The SPONSOR shall comply with the following provisions applicable to construction of the PROJECT:

- a. Content of Construction Contracts. The SPONSOR hereby agrees to contract for the construction of the PROJECT in accordance with the legal requirements imposed on the DEPARTMENT, specifically but not limited to the provisions governing the DEPARTMENT's authority to enter into contracts, Sections 32-2-60 through 32-2-77 of the Official Code of Georgia Annotated, as amended and the Department of Transportation's Rules and Regulations governing the Prequalification of Prospective Bidders, Chapter 672-5 and 23 CFR Part 633, Required Contract Provisions (Form FHWA -1273)

The SPONSOR certifies and shall require any contractor or subcontractor to certify that it has examined the plans for the PROJECT and the Department's "Standard Specifications", 2001 Edition; **"Supplemental Specifications Book", current edition;** and any Supplemental Specifications and Special Provisions applicable for the PROJECT and shall construct or cause the construction of the PROJECT in accordance with the requirements of the DEPARTMENT.

The SPONSOR further certifies and shall require any contractor or subcontractor to certify compliance with the responsibilities detailed under Subsection e. Work Stoppage, below.

- b. Right to Inspect. The DEPARTMENT, its authorized representatives, agents or employees and the Federal Highway Administration shall have the right to inspect any and all construction and work within the right of way of the PROJECT in order to verify that the SPONSOR, its authorized representatives, agents, employees, contractor, or subcontractor are complying with all undertakings, duties and obligations under this Agreement. Such inspections shall not unreasonably or unnecessarily interfere with any construction. The SPONSOR shall keep the DEPARTMENT notified of all construction and construction schedules.

The right to inspect shall include but not be limited to the right to spot inspect and verify the progress of the work, confirm quantities and quality of the work and provide for the testing of concrete and asphalt if needed.

At approximately fifty percent (50%) completion of the PROJECT, the SPONSOR shall contact the Historic Preservation Division of the Georgia Department of Natural Resources and arrange a site visit. Upon completion of the PROJECT, the SPONSOR shall contact the Historic Preservation Division in order to arrange for a final site visit. The purpose of the inspections by the Historic Preservation Division is to ensure that the materials used will meet the U.S. Secretary of Interior's Standards for Rehabilitation.

- c. No Assumption of Liability. The DEPARTMENT by reserving the right to review and inspect the SPONSOR's construction plans, contract documents and schedules and to inspect and review the construction and work shall have no obligation to inspect and review. Further, the DEPARTMENT, does not assume, but expressly disclaims, any liability or responsibility for the SPONSOR's or any other entities work on the PROJECT.
- d. Standards of Construction. All construction activities on the PROJECT shall be performed:
1. in a good, workmanlike and non-negligent manner;
 2. in a manner that avoids endangering the safety of any person, employee, tenant, servant, guest, invitee, contractor, subcontractor or agent;

3. in accordance with all applicable laws, the provision of applicable contract documents and the applicable provisions of this Agreement; and
 4. free of all mechanics' and material liens upon or against the entire PROJECT property.
- e. Work Stoppage. In the event of the discovery of significant archaeological remains, construction shall be stopped and the SPONSOR shall notify the Georgia Department of Natural Resources of the discovery. In this context, to be "significant", such remains would have to be able to provide important and non-redundant information that could not be obtained from other sources. The SPONSOR shall notify the Georgia Department of Natural Resources of the discovery of intact cultural features such as, but not limited to, foundations and wells. The construction shall remain stopped until the Georgia Department of Natural Resources has completed their evaluation of the remains.
- f. Project Maintenance and Operation. Upon completion of the PROJECT, the SPONSOR shall assume full responsibility for the continued operation and maintenance, including the grass strip between the curb and gutter and the sidewalk within the Project limits, at no additional cost to the DEPARTMENT. The DEPARTMENT and Federal Highway Administration reserve the right to conduct periodic site inspections for the purpose of confirming proper operation and maintenance of the PROJECT.



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contract No. and Name: PI 0009126, Richmond County, CR 2477 FM CR 2723
TO CR 2499 & FM CR 2509 TO CR 2523
 Contractor's Name: City of Augusta

STATE OF GEORGIA CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the Georgia Department of Transportation has registered with and is participating in a federal work authorization program*, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

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

EEV / E-Verify™ User Identification Number

Date of Authorization

BY: Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 201__

Notary Public

[NOTARY SEAL]

My Commission Expires: _____

*any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603



**Engineering Services Committee Meeting
11/12/2012 1:00 PM
Minutes**

Department: Clerk of Commission

Caption: Motion to approve the minutes of the Engineering Services Committee held on October 29, 2012.

Background:

Analysis:

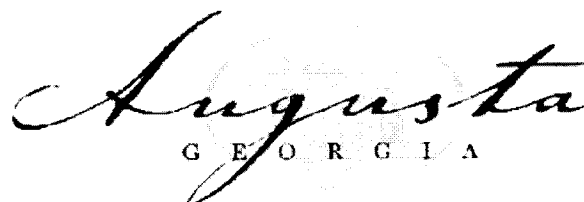
Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:



Engineering Services Committee Meeting Commission Chamber - 10/29/2012

ATTENDANCE:

Present: Hons. Mason, Chairman; Smith, Vice Chairman; Johnson, member.

Absent: Hons. Deke Copenhaver, Mayor; Jackson, member.

ENGINEERING SERVICES

- | | |
|---|---------------------------------|
| 1. Provide approval for Cranston Engineering Group to perform several tasks relating to the Augusta Canal, license requirements of the FERC and overall safety and security of the Augusta Canal first level. | Item Action:
Approved |
|---|---------------------------------|

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 3-0.	Commissioner Grady Smith	Commissioner Corey Johnson	Passes

- | | |
|---|---------------------------------|
| 2. Approve Roadway Lighting Agreement with the Georgia Department of Transportation along State Route 4 between Government Road and Milledgeville Road as requested by Traffic Engineering. | Item Action:
Approved |
|---|---------------------------------|

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 3-0.	Commissioner Grady Smith	Commissioner Corey Johnson	Passes

- | | |
|---|---------------------------------|
| 3. Motion to approve award of Construction Contract to MABUS Brothers Construction Co., Inc. in the amount of \$235,191.53 for Marvin Griffin Road Improvement Project – PHASE I subject to receipt of signed contracts and proper bonds. | Item Action:
Approved |
|---|---------------------------------|

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 3-0.	Commissioner Grady Smith	Commissioner Corey Johnson	Passes

4. Motion to approve the minutes of the Engineering Services Committee held on September 24, 2012. **Item Action:**
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 3-0.	Commissioner Grady Smith	Commissioner Corey Johnson	Passes

5. Approve the awarding of low bid #12-189 in the amount of \$88,138. To General Electric Co. (GEXPRO) for street light poles and fixtures for replacements/repairs in the Augusta Richmond County Urban areas for a period of one year. The funds are available in the Street Lighting budget account No. 2760416105311640. **Item Action:**
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 3-0.	Commissioner Grady Smith	Commissioner Corey Johnson	Passes

www.augustaga.gov



**Engineering Services Committee Meeting
11/12/2012 1:00 PM**

Ordinance to amend, update, and make certain corrections to Code Sections 7-3-8 through 7-3-10

Department:	Engineering
Caption:	An Ordinance to amend, update, and make certain corrections to the Augusta, Georgia Code, Title Seven Chapter Three Article Two Section 7-3-8 through 7-3-10; to repeal all Code sections and ordinances and parts of Code sections and ordinances in conflict herewith; to provide an effective date and for other other purposes provided herein.
Background:	Several of the conditions relating to the construction and maintenance of streets, sidewalks, curbs, speed humps, storm water systems and sewer systems were inadvertently left out of subsequent amendments to these sections of the Code. 1997 Ga. Laws p. 4024 designates the name of the consolidated governments as "Augusta, Georgia".
Analysis:	The Engineering Department strives to ensure accuracy in the Code and continues to promote safe driving habits to protect the public health, safety, and welfare of Augusta, Georgia citizens. In addition, there is a need to update the Code to reflect the name of the consolidated government. No substantive changes are being proposed by this amendment as shown on the attached redline draft.
Financial Impact:	N/A.
Alternatives:	N/A.
Recommendation:	Approve.
Funds are Available in the Following Accounts:	N/A.

REVIEWED AND APPROVED BY:

Cover Memo

Item # 8

Finance.
Law.
Administrator.
Clerk of Commission

ORDINANCE NO. _____

AN ORDINANCE TO AMEND, UPDATE, AND MAKE CERTAIN CORRECTIONS TO THE AUGUSTA, GEORGIA CODE, TITLE SEVEN CHAPTER THREE ARTICLE TWO SECTION 7-3-8 THROUGH 7-3-10; TO REPEAL ALL CODE SECTIONS AND ORDINANCES AND PARTS OF CODE SECTIONS AND ORDINANCES IN CONFLICT HERewith; TO PROVIDE AN EFFECTIVE DATE AND FOR THE OTHER PURPOSES PROVIDED HEREIN.

WHEREAS, Several of the conditions relating to the construction and maintenance of streets, sidewalks, curbs, speed humps, storm water systems and sewer systems were inadvertently left out of subsequent amendments to these sections of the Code; and

WHEREAS, the Augusta, Georgia Commission strives to ensure accuracy in the Code and continues to promote safe driving habits to protect the public health, safety, and welfare of Augusta, Georgia citizens; and

WHEREAS, 1997 Ga. Laws p. 4024 designates the name of the consolidated governments as “Augusta, Georgia”; and

WHEREAS, Augusta, Georgia seeks to update the Code to reflect the name of the consolidated government.

THE AUGUSTA, GEORGIA COMMISSION, ordains as follows:

SECTION 1. AUGUSTA, GA. CODE Sections 7-3-8 through 7-3-10 as set forth in the AUGUSTA, GA. CODE, re-adopted July 10, 2007, is hereby amended by striking said sections in their entirety as set forth in “Exhibit A” hereto,

SECTION 2. Amendments to AUGUSTA, GA. CODE Section 7-3-8 as set forth in Ordinance No. 7056, enacted June 17, 2008, are hereby deleted in their entirety, as set forth in “Exhibit B” hereto,

SECTION 3. Amendments to AUGUSTA, GA. CODE Section 7-3-8 through 7-3-10 as set forth in Ordinance No. 7097 enacted November 18, 2008, are hereby deleted in their entirety, as set forth in “Exhibit C” hereto,

SECTION 4. In lieu of the above stricken AUGUSTA, GA. CODE Sections 7-3-8 through 7-3-10, the Code is hereby amended by inserting new Code Sections 7-3-8 through 7-3-10, as set forth in “Exhibit D” hereto.

SECTION 5. This ordinance shall become effective upon its adoption in accordance with applicable laws.

SECTION 6. All ordinances or parts of ordinances and Department of Engineering Policies and Procedures in conflict herewith are hereby repealed.

Adopted this _____ day of _____, 2012.

1st reading _____

2nd reading _____

David S. Copenhaver
As its Mayor

Attest:

Lena J. Bonner, Clerk of Commission

Seal:

CERTIFICATION

The undersigned Clerk of Commission, Lena J. Bonner, hereby certifies that the foregoing Ordinance was duly adopted by the Augusta-Richmond County Commission on _____, 2012 and that such Ordinance has not been modified or rescinded as of the date hereof and the undersigned further certifies that attached hereto is a true copy of the Ordinance which was approved and adopted in the foregoing meeting(s).

Lena J. Bonner, Clerk of Commission

Published in the Augusta Chronicle.

Date: _____

Exhibit A

Striking:

~~Sec. 7 3 8. Conditions.~~

~~The construction or maintenance of any streets, roads, sidewalks, curbs, speed humps, storm water systems and sewer systems in Augusta-Richmond County may be done by Augusta-Richmond County upon approval of the Augusta-Richmond County Commission when seventy-five (75) percent of the owners of the property abutting such improvements shall consent thereto and agree to be assessed for the cost thereof on a pro rata basis as provided for herein.~~

- ~~(a) The Traffic Engineering Division will process the speed hump policy, and will conduct the necessary studies to determine whether a street is eligible for street humps.~~

~~Sec. 7 3 9. Required development.~~

~~No construction or improvement of any streets, roads, sidewalks, speed humps or curbs in Augusta-Richmond County may be done by Augusta-Richmond County unless the property adjacent to the street, road, sidewalk or curb is eighty (80) percent developed. The required development herein shall be determined by the following formula: The front footage of all lots or parcels adjacent to the street, road, curb or sidewalk being installed or improved shall be totaled and the total front footage of all lots or parcels shall be divided into the total front footage of all lots or parcels with improvements thereon to arrive at the percentage of development.~~

~~Sec. 7 3 10. Assessment of cost.~~

~~The Augusta-Richmond County Commission assess the entire cost of such improvements, or any portion thereof, as determined by the Commission, against such abutting property owners; however, no assessment shall be made against the abutting property owners unless the same is consented to in writing by the owners of seventy-five (75) percent of the property abutting such improvements.~~

Exhibit B

Striking:

Section 7-3-8. Conditions

- ~~(a) The Augusta-Richmond County Commission desires to protect the health, safety and welfare of its citizens by ensuring the emergency vehicles have access to private roads and streets in the safest possible manner, and that, the County be reimbursed for costs of such maintenance services, and provide other assurances:~~
- ~~(b) The provisions of this article shall apply to incorporated areas within Augusta-Richmond County under the jurisdiction of the Board of Commissioners.~~
- ~~(c) The Public Services Department Engineering Maintenance is responsible for the administration of the program and will enter into a release with the owner(s) of the property regarding ingress and egress to the property and the costs and/or expenses associated with making the improvements.~~

Exhibit C

Striking:

Section 7-3-8. Conditions

~~The construction or maintenance of any streets, roads, sidewalks, curbs, speed humps, storm water systems and sewer systems in Augusta-Richmond County may be done by Augusta-Richmond County upon approval of the Augusta-Richmond County Commission when seventy-five (75) percent of the owners of the property abutting such improvements shall consent thereto and agree to be assessed for the cost thereof on a pro rata basis as provided for herein.~~

- ~~(a) The Traffic Engineering Division will process the speed hump policy, and will conduct the necessary studies to determine whether a street is eligible for street humps~~

Section 7-3-9. Required development.

~~No construction or improvement of any streets, roads, sidewalks, speed humps or curbs in Augusta-Richmond County may be done by Augusta-Richmond County unless the property adjacent to the street, road, sidewalk or curb is eighty(80) percent developed. The required development herein shall be determined by the following formula: The front footage of all lots or parcels adjacent to the street, curb or sidewalk being installed or improved shall be totaled, and the total front footage of all lots or parcels shall be divided into the total front footage of all lots or parcels with improvements thereon to arrive at the percentage of development.~~

Section 7-3-10. Assessment of cost.

~~The Augusta-Richmond County Commission assess the entire cost of such improvements, or any portion thereof, as determined by the Commission, against such abutting property owners; however, no assessment shall be made against the abutting property owners unless the same is consented to in writing by the owners of seventy-five (75) percent of the property abutting such improvements.~~

Exhibit D

Replace With:

Section 7-3-8. Conditions

- (a) The Augusta, Georgia Commission desires to protect the health, safety and welfare of its citizens by ensuring the emergency vehicles have access to private roads and streets in the safest possible manner, and that, the County be reimbursed for costs of such maintenance services, and provide other assurances:
- (b) The provisions of the article shall apply to incorporated areas within Augusta, Georgia under the jurisdiction of the Board of Commissioners.
- (c) The Augusta Engineering Department is responsible for the administration of the program and will enter into a release with the owner(s) of the property regarding ingress and egress to the property and the costs and/or expenses associated with making the improvements.

Section 7-3-9. Required development.

- (a) No construction or improvement of any streets, roads, sidewalks, speed humps or curbs in Augusta, Georgia may be done by Augusta, Georgia unless the property adjacent to the street, road, sidewalk or curb is eighty(80) percent developed. The required development herein shall be determined by the following formula: The front footage of all lots or parcels adjacent to the street, curb or sidewalk being installed or improved shall be totaled, and the total front footage of all lots or parcels shall be divided into the total front footage of all lots or parcels with improvements thereon to arrive at the percentage of development.
- (b) The Traffic Engineering Division will process the speed hump policy and will conduct the necessary studies to determine whether a street is eligible for street humps.

Section 7-3-10. Assessment of cost.

The Augusta, Georgia Commission assess the entire cost of such improvements, or any portion thereof, as determined by the Commission, against such abutting property owners; however, no assessment shall be made against the abutting property owners unless the same is consented to in writing by the owners of seventy-five (75) percent of the property abutting such improvements.

Redline

Section 7-3-8. Conditions

- (a) The Augusta, Georgia Commission desires to protect the health, safety and welfare of its citizens by ensuring the emergency vehicles have access to private roads and streets in the safest possible manner, and that, the County be reimbursed for costs of such maintenance services, and provide other assurances:
- (b) The provisions of the article shall apply to incorporated areas within Augusta, Georgia under the jurisdiction of the Board of Commissioners.
- (c) The Augusta Engineering Department is responsible for the administration of the program and will enter into a release with the owner(s) of the property regarding ingress and egress to the property and the costs and/or expenses associated with making the improvements.

Section 7-3-9. Required development.

- (a) No construction or improvement of any streets, roads, sidewalks, speed humps or curbs in ~~Augusta-Richmond County~~ Augusta, Georgia may be done by ~~Augusta-Richmond County~~ Augusta, Georgia unless the property adjacent to the street, road, sidewalk or curb is eighty(80) percent developed. The required development herein shall be determined by the following formula: The front footage of all lots or parcels adjacent to the street, curb or sidewalk being installed or improved shall be totaled, and the total front footage of all lots or parcels shall be divided into the total front footage of all lots or parcels with improvements thereon to arrive at the percentage of development.
- (b) The Traffic Engineering Division will process the speed hump policy and will conduct the necessary studies to determine whether a street is eligible for street humps.

Section 7-3-10. Assessment of cost.

The ~~Augusta-Richmond County~~ Augusta, Georgia Commission assess the entire cost of such improvements, or any portion thereof, as determined by the Commission, against such abutting property owners; however, no assessment shall be made against the abutting property owners unless the same is consented to in writing by the owners of seventy-five (75) percent of the property abutting such improvements.



**Engineering Services Committee Meeting
11/12/2012 1:00 PM
Utilities Sole Source Purchase of Meters**

Department: Utilities, Tom Wiedmeier, Director

Caption: Approve Utilities Sole Source Purchase of Meters from Clayton County.

Background: Starting in 2003, AUD has been installing the same basic meters and Electronic Radio Transmitters (ERT's). We have replaced virtually all of the 7,000 commercial meters and approximately 24,000 of the residential meters with the same Badger meters and Itron ERT's. We have also developed a meter maintenance program to upkeep those meters. Badger Meter has been our supplier for the past several years. We are in the process of putting into place a plan to replace the remaining 30,000 manual read meters in our system with ERT's at the rate of 6,000 per year over the next five years. The previous model of Itron ERT's had some technical issues and therefore, this month they will begin replacing all affected ERT's under warranty with the newest technology, their 100W model. We began buying this version of ERT in the past few months. Since this updated technology is very new and therefore, still largely untested, we are not certain yet if the newer version is free of the problems we experienced with the previous model. We are currently down to a few hundred meters and ERT's in our warehouse and we have not issued a new meter bid because we were hesitant to create a new 2-year bid for meters and ERT's while we were unsure of the reliability of the new model of ERT's.

Analysis: We have been advised of an opportunity to purchase a quantity of new 1500 - 5/8" Badger meters, each with an electronic register, from Clayton County, GA. Clayton County is no longer using these meters and would like to sell them. This is an opportunity to supply our need for meters at a discounted rate. They have quoted us the unit selling prices as noted: Clayton County \$75.00 Badger Meter \$99.00 United Utilities \$120.00 Unit Savings \$24.00 Each This purchase would allow us a substantial savings, as well as supply us with 5/8" meters for our ongoing residential meter upgrade program and allow for standardization of the meters within our water supply system. AUD believes this is a critical decision that will affect the efficiency of our meter reading

process for years to come. That is why we felt uncomfortable issuing another bid for two years that did not address exactly what we need from our next meter distributor. We plan to develop a bid that will take into account the present Itron radio read technology. It will also consider the addition of a new radio read systems. The two systems must be able to be effectively managed simultaneously and with the same data logger, if at all possible. AUD would like the time to set up Beta sites within our system to actually put a sample of competitor's products in the ground and spend a few months performing analysis of the results of reading both technologies simultaneously so we can properly create our bid and evaluate the responses. This research will take a minimum of six months. We are requesting Commission's approval for the purchase of these items from Clayton County in order to permit standardization within our water supply system and for us to fulfill the short-term needs of our customers. We urgently need to replenish our warehouse supply of meters and do not have enough meters in stock to last until a bid is prepared and approved.

Financial Impact: Total cost of the request for 1,500 meters is \$112,500, at a savings of \$36,000 over the second lowest quote. Funds are available in fund 506-04-3210-5315111.

Alternatives: None

Recommendation: We recommend that the Commission approve the purchase of meters from Clayton County.

**Funds are Available
in the Following
Accounts:** 506-04-3210-5315111.

REVIEWED AND APPROVED BY:

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



Clayton County Water Authority
1600 Battle Creek Road • Morrow, Georgia 30260
770.961.2130 • www.ccwa.us
"Quality Water, Quality Service"

October 22, 2012

Mr. Stephen Little
Augusta Utilities
360 Bay St., Ste. 180
Augusta, GA 30901

Subject: Offer Letter

Mr. Little,

The Clayton County Water Authority is offering to sell Augusta Utilities 1,500 Badger 5/8" M25RTR Register with Itron Connector 5' at a cost of \$75.00 per unit. Clayton County Water Authority currently has the units in inventory and will deliver the units in one load on a mutually agreed upon date at no additional cost.

These meters are new and to the best of our knowledge in good working condition. It should be noted that any warranty concerns will need to be resolved with Badger. Upon receipt of the meters, written confirmation will be required accepting the units as is. Payment will need to be made to CCWA within 10 days of the delivery date.

This offer is valid through November 30, 2012. If you have any questions, please don't hesitate to contact us.

P. Michael Thomas
General Manager
Clayton County Water Authority

Attached: copy of original purchase order



CLAYTON COUNTY WATER AUTHORITY

DATE	03/28/12
PAGE	1 of 1
ORDER NUMBER	117793 000 OP
BRANCH/PLANT	940

Badger Meter, Inc
4545 W Brown Deer Road
P.O. Box 245036
Milwaukee WI 53224

SHIP TO: Clayton County Water Authority
7340 B Southlake Parkway
Morrow GA 30260

BILL TO: Clayton County Water Authority
ATTN: Accounts Payable
1600 Battle Creek Road
Morrow, Georgia 30260

Ordered 03/28/12

Requested 03/28/12

Delivery

ATTN: BARB/SCOTT
QUOTE #64181
THANKS!

Line	Description	CCWA STK#	Ordered	UOM	Unit Price	Extended Price
1.000	METER BADGER 5/** M25 RTR, ITRON CONN 5'	028511	2992.0000	EA	88.1100	263,625.12
2.000	METER BADGER 3/4" M35 RTR ITRON CONN 5'	028513	150.0000	EA	108.1200	16,218.00
3.000	METER - BADGER 1" M70 RTR, ITRON CONN 5'	028515	160.0000	EA	156.0300	24,964.80

R43500_CCWA0010

Tax Rate *NA*

Total Order	304,807.92
Total Order	304,807.92

Item # 9

GENERAL INFORMATION/SPECIFICATIONS FOR METERS

- DELIVERY WILL BE TO:

AUGUSTA UTILITIES
2760 PEACH ORCHARD ROAD OR
AUGUSTA, GEORGIA 30906

AUGUSTA UTILITIES
2822 CENTRAL AVENUE
AUGUSTA, GEORGIA 30904

ALL METERS SHALL BE PRICED WITH AN ELECTRONIC ENCODED REGISTER (EER) AND AN ITRON 60 WP PIT ENDPOINT THAT IS PRE-WIRED AND PRE-PROGRAMMED AT THE FACTORY PRIOR TO SHIPMENT.

ALL METERS ARE TO INCLUDE ONE ITRON 60 WP PIT ENDPOINT UNLESS OTHERWISE SPECIFIED IN THE BID TAB. COMPOUND & FIRE METERS MAY REQUIRE 2 ENDPOINTS.

THE RETROFITS (EER AND ENDPOINT) FOLLOW THE SAME PARAMETERS LESS THE METER.

BID QUOTES SHALL BE PRICED FOR:

- METER WITH 60 WP ENDPOINT DIRECTLY MOUNTED TO THE EER HOUSING AS DESCRIBED ABOVE AND IN DETAIL IN THE INTRODUCTION SECTION.
- METER ONLY WITH MANUAL REGISTER FOR PD METER SECTION.

ESTIMATED QUANTITY ONLY	DESCRIPTION	UNIT	METER W/AMR	METER (MANUAL REGISTER)
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1. 4000	5 / 8" x 3 / 4" P.D. Meter w/EER with 5' Cable Lead w/ Endpoint RCDL 25 Bronze* <i>60WP</i>	EA	\$143.30	EA \$38.00 ✓
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TRADE IN:

2. 100	1" P.D. Meter w/EER with 5' Cable Lead with Endpoint RCDL 70 Bronze*	EA	198	EA 38.00
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TRADE IN:

QUANTITY	DESCRIPTION	UNIT	METER W/AMR
----------	-------------	------	----------------

3. 50	1 1 / 2" P.D. Meter w/ 2 bolt Elliptical Flange, Test Plug and Cast Iron Connections. EER with 25' Cable Lead w/ Endpoint RCDL 120 Ellip. Bronze, Test Plug**	EA	335
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TRADE IN:

4. 50	2" P.D. Meter w/ 2 Bolt Elliptical Flange, Test Plug and Cast Iron Connections. EER with 25' Cable Lead w/ Endpoint RCDL 170 Ellip. Bronze, Test Plug**	EA	398.00
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TRADE IN:

5. 50	2" Turbo II Meter w/ Internal Strainer, w/Round Flange, Test Plug and Cast Iron Connections. EER with 25' Cable Lead w/ Endpoint RCDL T200 Bronze, Integral Strainer, Test Plug**	EA	625.00
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TRADE IN:

5/8" meter only 38.00
Register only for 5/8" meter 63.00
Total \$101.00

*W/RTR, 60WP Pit Endpoint, Itron Encoder Cable and female connector, thru the lid installation kit, Less Connections. **Item #9**

**W/RTR, 60WP Pit Endpoint, Itron Encoder Cable and female connector, thru the lid installation kit, W/Cast Iron Connections.

6. 20 3" Turbo II Meter, w/Internal
Strainer, w/Round Flange, Test
Plug and Cast Iron Connections .
EER with 25' Cable Lead
With Endpoint RC DL T450 Bronze EA 885.80
TRADE IN: Integral Strainer, Test Plug** EA 30.00

7. 25 4" Turbo II Meter w/ Internal
Strainer, w/Round Flange, Test
Plug & Cast Iron Connections.
EER with 25'Lead w/ Endpoint EA 1,256.95
TRADE IN: RC DL T1000 Bronze, Integral
Strainer, Test Plug** EA 40.00

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>METER W/AMR</u>
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8. 10 6" Turbo II Meter w/Round
Flange, Test Plug and Cast Iron
Connections. EER with
25' Cable Lead w/Endpoint EA 2,275.00
TRADE IN: RC DL T2000 Bronze W/Test
Plug** EA 60.00

9. 10 8" Turbo II Meter w/ Round
Flange, Test Plug w/ Cast Iron
Connections. EER with 25' Cable
Lead w/ Endpoint EA 3,412.50
TRADE IN: RC DL T3500 Bronze W/Test
Plug** EA 70.00

10. 30 2" Compound Meter w/
Round Flange, w/Cast Iron
Connections, Test Plug,
2 EERs and 2 Endpoints
with 25' Cable Leads EA 1,278.10
TRADE IN: RC DL Compound Series Meter
Bronze, W/Test Plug*** EA 25.00

11. 10 3" Compound Meter w/
Round Flange, w/Cast Iron
Connections, Test Plug,
2 EERs and 2 Endpoints
with 25' Cable Leads EA 1,464.00
TRADE IN: RC DL Compound Series Meter
Bronze, W/Test Plug*** EA 40.00

12. 6 4" Compound Meter w/
Round Flange, w/Cast Iron
Connections, Test Plug,
2 EERs and 2 Endpoints
with 25' Cable Leads EA 2,286.00
TRADE IN: RC DL Compound Series Meter
Bronze, w/Test Plug*** EA 65.00

**W/RTR, 60WP Pit Endpoint, Itron Encoder Cable and female connector, thru the lid installation kit, W/Cast Iron Connections

***W/(2) RTR's, (2)60WP Pit Endpoints, (2) Itron Encoder Cables and female connectors, thru the lid installation kits, W/Cast Iron Connections

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>METER W/AMR</u>
13. <u>6</u>	6" Compound Meter w/ Round Flange, w/Cast Iron Connections, Test Plug, 2 EERs and 2 Endpoints with 25' Cable Leads	EA	<u>3,201.85</u>
	RCDL Compound Series Meter, TRADE IN: Bronze, W/Test Plug***	EA	<u>100.00</u>
14. <u>4</u>	6" Fire Meter w/UL/FM Strainer With 2" PD metered bypass With Test Plug, w/Cast Iron Connections, 2 EERs and 2 Endpoints, with (2) 25" cable leads. PD Bypass Includes 2 Shutoff valves	EA	<u>6,600.00</u>
	FSAA-01 W/2" Disc Bypass & 2nd TRADE IN: Shutoff Valve***	EA	<u>No Bid</u>
15. <u>4</u>	8" Fire Meter w/UL/FM Strainer With 2" PD metered bypass With Test Plug, w/Cast Iron Connections, 2 EERs and 2 Endpoints, with (2) 25" cable leads. PD Bypass Includes 2 Shutoff valves	EA	<u>8,528.00</u>
	FSAA-01 W/2" Disc Bypass & 2nd TRADE IN: Shutoff Valve***	EA	<u>No Bid</u>
16. <u>20</u>	3" Aluminum FIRE HYDRANT Meter with manual register with bronze locking lid with a 2" Bronze gate valve with a set of 2 1/2" FH Standard Bronze Connections	EA	<u>772.19</u>
	RCDL T450 W/Bronze Gate Valve, TRADE IN: Local Register, Bronze Conns.	EA	<u>No Bid</u>

Electronic Encoder Registers (EER):

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>PRICE</u>
17. <u>400</u>	EER for 5/8" & 1" PD Meter RTR W/Itron with 5 ft. factory potted cable Encoder Cable & with an Itron Connector Female Conn.	EA	<u>63.00</u> ✓
18. <u>100</u>	EER for 1.5" & 2" PD Meter RTR W/Itron with 25 ft factory potted cable Encoder with an Itron Connector Female Conn.		
19. <u>100</u>	EER for 2" - 8" Turbo II Meter RTR W/Itron with 25 ft. factory potted cable Encoder with an Itron Connector Female		
20. <u>100</u>	2 EERs for 2" - 6" Compound (2) RTRs meter with 2-25 ft. factory potted Encode Cables with 2 Itron Connectors Female		
21. <u>10</u>	2 EERs for 6" - 8" Fire Meters (2) RTRs with 2" PD Meter bypass with Encoder 2 - 25 ft factory potted cables Female with 2 Itron Connectors		

***W/(2)RTRs, (2)60WP Pit Endpoints, (2) Itron Enc
thru the lid installation kits, W/Cast Iron con

Register Only
for 5/8"
Meter 63.00

Meter Only = 38.00

Total \$ 101.00

2008 Bid Price Item # 9

RETROFITS (EER/S AND ENDPOINT/S)

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>PRICE</u>
22. 1000	RTR & Itron 60WP W/Inline Connector and thru the EER for 5/8" & 1" PD Meter with Lid Installation Kit with 5' Lead w/ Endpoint	EA	133.00
23. 150	RTR & Itron 60WP W/Inline Connector and thru the EER for 1 1/2" & 2" PD Meter Lid Installation Kit with 25' Lead w/ Endpoint	EA	140.00
24. 250	RTR & Itron 60WP W/Inline Connector and thru the EER for 1 1/2" to 10" Turbo Meter Lid Installation Kit with 25' Lead w/ Endpoint	EA	164.00
25. 100	(2) RTRs & (2) Itron 60WP W/Inline Connector and thru 2 EERs for 2" to 6" Compound Meter the Lid Installation Kit. EA SET with (2) 25' Leads w/ 2 Endpoints	EA SET	320.00
26. 10	(2) RTRs & (2) Itron 60WP W/Inline Connector and thru 2 EERs for 6" to 8" Fire Meters the Lid EA SET with (2) 25' Leads w/ 2 Endpoints Installation Kit	EA SET	320.00

MISCELLANEOUS:

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>PRICE</u>
27. 10	2" External Bronze Plate Strainer w/ SS Bolting and gasket	EA	176.00
28. 10	3" External Bronze Plate Strainer w/ SS Bolting and gasket	EA	295.00
29. 5	4" External Bronze Plate Strainer w/ SS Bolting and gasket	EA	460.00
30. 5	6" External Bronze Plate Strainer w/ SS Bolting and gasket	EA	550.00
31. 5	8" External Strainer ML-MS Fabricated Steel w/ SS Bolting and gasket	EA	993.75
32. 50	Thru the Lid Install Kit f/ 50W ERT	EA	3.09
33. 300	Below the Lid Install Kit f/50W ERT	EA	6.38
34. 500	Thru the Lid Install Kit f/ 60WP	EA	3.78
35. 250	Itron Security Seal (\$.18 each)	Dozen	2.16
36. 500	Tube Splice Kits with/DBR (\$5.90 each) Splice Tube and w/ 3 Scotchlok Wire Connectors. Approved by Itron.	Dozen	70.80
37. 12	Programmer (ITRON FC200SR(Super Raptor)	EA	4,730.00
38. 3	FC200 Multi Desk Dock (six station)	EA	2,193.00
39. 4	FC200 Single Desk Dock with Serial Communication	EA	277.90
40. 4	FC200 Single Desk Dock w/ Extra Battery Charger & Serial Communication	EA	365.50
41. 5000	Itron 60 WP Pit Endpoint (w/In-Line Connector)	EA	73.00

Parts Price Discount - List Less 15%
Component Exchange - Net



AUGUSTA UTILITIES

Tom D. Wiedmeier, PE
Director

We are currently down to a few hundred meters and ERT's in our warehouse and we have not issued a new meter bid because we were hesitant to create a new 2-year bid for meters and ERT's while we were unsure of the reliability of the new model of ERT's.

The previous model of Itron ERT's had some technical issues and therefore, this month they will begin replacing all affected ERT's under warranty with the newest technology, their 100W model. We began buying this version of ERT in the past few months. Since this updated technology is very new and therefore, still largely untested, we are not certain yet if the newer version is free of the problems we experienced with the previous model.

We have been advised of an opportunity to purchase a quantity of new 1500 - 5/8" Badger meters, each with an electronic register, from Clayton County, GA. Clayton County is no longer using these meters and would like to sell them. This is an opportunity to supply our need for meters at a discounted rate.

This purchase would allow us a substantial savings, as well as supply us with 5/8" meters for our ongoing residential meter upgrade program and allow for standardization of the meters within our water supply system. AUD believes this is a critical decision that will affect the efficiency of our meter reading process for years to come. That is why we felt uncomfortable issuing another bid for two years that did not address exactly what we need from our next meter distributor. We plan to develop a bid that will take into account the present Itron radio read technology. It will also consider the addition of a new radio read systems. The two systems must be able to be effectively managed simultaneously and with the same data logger, if at all possible. AUD would like the time to set up Beta sites within our system to actually put a sample of competitor's products in the ground and spend a few months performing analysis of the results of reading both technologies simultaneously so we can properly create our bid and evaluate the responses. This research will take a minimum of six months.

Tom Wiedmeier
Augusta Utilities, Director

AUGUSTA-RICHMOND COUNTY GEORGIA

PURCHASING DEPARTMENT

REQUISITION

REQUISITION 72427

REQUISITION DATE 10-22-20/2

PURCHASE ORDER NUMBER

PURCHASE ORDER DATE

DEPARTMENT NAME

DEPARTMENT NUMBER

DEPARTMENT HEAD

ITEM NO	DESCRIPTION	NAME OF BIDDER		NAME OF BIDDER		NAME OF BIDDER			
		VENDOR PHONE NUMBER	QUOTED BY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	1125 5/8 x 3/4" 81 Bronze			\$75.00	\$112,500.00	\$99.00	\$148,500.00	\$120.00	\$180,000.00
2	Bottom water in gallons								
3	1/2" hex, w/bron connector								
4	1/2" hex connections (w/ERT)								
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									
21									
TOTAL BID				\$	\$112,500.00	\$	\$148,500.00	\$	\$180,000.00
SHIPPING CHARGES									
DELIVERY TIME FROM RECEIPT OF PURCHASE ORDER									



EVerify # 69730

Sole Source Justification (Reference Article 6, Procurement Source Selection Methods and Contract Awards, § 1-10-49. SOLE SOURCE PROCUREMENT

Vendor: Clayton County Georgia

Commodity: Meters & RTR/Endpoints

Estimated annual expenditure for the above commodity or service: \$ \$112,500.00

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.)
3. THE PARTS/EQUIPMENT ARE NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Explain in separate memorandum.)
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: Steven J. Little, CPA

Department: Utilities

Date: 10/18/12

Department Head Signature:

Tom D. Widman

Date: 10/22/12

Approval Authority:

Ben Samoff 10/22/12

Date:

COMMENTS:

[Signature]
ADMINISTRATOR

Date 10/22/12 Item # 9



**Engineering Services Committee Meeting
11/12/2012 1:00 PM
Stormwater Fee**

Department: Clerk of Commission

Caption: Discuss/approve stormwater fee. (Requested by Commissioner Mason)

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:

Lena Bonner

From: Commissioner Mason
Sent: Monday, November 05, 2012 12:00 PM
To: Lena Bonner
Subject: Storm water fee

Lena,

Can you add the stormwater Fee to the next agenda for engineering services committee.

Thanks,

Al

Please consider the environment before printing this email.

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AED:104.1