



Engineering Services Committee
Meeting

Commission Chamber- 5/7/2012- 1:00 PM

ENGINEERING SERVICES

1. Presentation by Mr. Greg Peverall of Waste Management regarding the 2013 Solid Waste Collection Contract. ☐ [Attachments](#)
2. Presentation by Ms. Mary O'Brien of Advanced Disposal regarding the 2013 Solid Waste Collection Contract. ☐ [Attachments](#)
3. Discuss 2013 Solid Waste Collection Contract. ☐ [Attachments](#)
4. Motion to approve and accept Deeds of Dedication for Sanitary Sewer off Augusta West Parkway. ☐ [Attachments](#)
5. Motion to approve and accept easement deeds for the Dixon Airline Road gravity sanitary sewer. ☐ [Attachments](#)
6. Consider Proposal for Golf Course Water Rates. ☐ [Attachments](#)
7. Consider Cost Sharing Agreement for Utility Work related to Goodwill Expansion. ☐ [Attachments](#)
8. Motion to award a contract modification to Roof Professionals, Inc. for additional roofing and HVAC upgrades at the Highland Avenue Water Treatment Filter Plant (HAWTP) complex in the amount of \$58,395. ☐ [Attachments](#)
9. Motion to approve the acquiring of a parcel or tract of property in fee simple located at 4010 Deans Bridge Road for a purchase price of \$37,000.00, as more fully described in the Sales Option between Southeastern Paralyzed Veterans of America f/k/a Georgia Carolina Paralyzed Veterans Association, Inc., as owner, and Augusta, Georgia, as optionee, attached as Exhibit A, in connection with the Fort Gordon Gate 4 Water Main and Pumping Station Project, as well as the ☐ [Attachments](#)

acquiring of a 5,224 sq. ft. temporary construction easement. Said temporary easement will revert to owner upon completion, testing and acceptance of the public sanitary sewer.

10. Approve entering into an agreement with Georgia Power, stating that the City of Augusta will pay for the Transmission Facility Relocation Costs on the Marvin Griffin Road Project in accordance with the estimate totaling \$160,370.00, Change Number Four, CPB# 323-041110-296823603. Also, approve the two Utility Relocation Agreements to be executed by the City of Augusta Legal Counsel and the Mayor and approve payment upon completion of the work as requested by Augusta Engineering Department. ☐ [Attachments](#)
11. Motion to approve the minutes of the Engineering Services Committee held on April 23, 2012. ☐ [Attachments](#)

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**Engineering Services Committee Meeting
5/7/2012 1:00 PM
Greg Peverall**

Department: Clerk of Commission

Caption: Presentation by Mr. Greg Peverall of Waste Management regarding the 2013 Solid Waste Collection Contract.

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:

Lena Bonner

From: Peverall, Greg <GPeveral@wm.com>
Sent: Wednesday, April 18, 2012 1:38 PM
To: Lena Bonner
Cc: Commissioner Mason; rhagler@fulcherlaw.com; VanGessel, John
Subject: RE: Speaker Request: Engineering Services Committee Meeting 4.23.12

Thank you very much for your speedy reply and assistance. Yes, I wish to speak when the Solid Waste Contract is on the agenda for the Environmental Services Committee therefore I will defer this request for the 4.23.12 meeting until the Solid Waste Contract is placed on the agenda.

Kindest Regards,

Greg Peverall

From: Lena Bonner [mailto:lbonner@augustaga.gov]
Sent: Wednesday, April 18, 2012 12:28 PM
To: Peverall, Greg
Cc: Mark Johnson; Commissioner Mason; rhagler@fulcherlaw.com
Subject: RE: Speaker Request: Engineering Services Committee Meeting 4.23.12
Importance: High

Mr. Peverall,

I've just spoken with Mr. Robert Hagler regarding your request and I was left with the impression that you only wanted to speak if the Solid Waste Contract was on Monday's agenda. The contract is not on Monday April 23rd Engineering Services agenda, however, I advised Mr. Hagler to send me a letter requesting that whenever the matter is placed on any agenda for discussion to add your request on as well. If the is not the case, and you would like to speak at Monday's ESC meeting, please let know.

Lena Bonner

From: Peverall, Greg [mailto:GPeveral@wm.com]
Sent: Wednesday, April 18, 2012 10:58 AM
To: Lena Bonner
Subject: Speaker Request: Engineering Services Committee Meeting 4.23.12

From: Peverall, Greg
Sent: Wednesday, April 18, 2012 10:56 AM
To: 'lbonner@augusta.gov'
Cc: VanGessel, John; Johnson, Mark; 'amason@augustaga.gov'
Subject: Speaker Request: Engineering Services Committee Meeting 4.23.12

Good morning and thank you for your assistance in this request.

On behalf of Waste Management, I (Greg Peverall, Director Area Development: Waste Management) request to speak to the Engineering Services Committee this upcoming Monday, April 23, 2012 in regard to 2013 Solid Waste Collection Contract.

My comments will briefly overview Waste Management's service offerings along with the inclusion of Local Small Businesses.

Thank you for your assistance as I will be immediately available if any additional information or detail may be helpful.

Greg Peverall
Director, Area Development
Waste Management
336.831.4927 (m)

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AED:104.1



**Engineering Services Committee Meeting
5/7/2012 1:00 PM
Mary O'Brien**

Department: Clerk of Commission

Caption: Presentation by Ms. Mary O'Brien of Advanced Disposal
regarding the 2013 Solid Waste Collection Contract.

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:

Lena Bonner

From: Lauren Wetmore <lwetmore@advanceddisposal.com>
Sent: Wednesday, May 02, 2012 2:38 PM
To: Lena Bonner
Subject: Request to Address Engineering Services Committee on 5/7/2012
Attachments: Scanned from a Xerox multifunction device001.pdf

Good Afternoon Ms. Bonner,

Please see the attached letter requesting to be placed on the agenda for the 5/7/2012 Engineering Services Committee meeting. This email was sent on behalf of Mary O'Brien.

Thank you,
Lauren Wetmore

Lauren Wetmore

Marketing Coordinator

Advanced Disposal

(904) 438-2885

www.AdvancedDisposal.com

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May 2, 2012

Dear Ms. Bonner,

Advanced Disposal respectfully requests an opportunity to be placed on the upcoming Engineering Services Committee's agenda (5/7/2012) to address the Committee regarding our submitted proposal for solid waste and recycling services for Augusta. As you are likely aware, on 4/9/2012, the Engineering Committee selected Option Two which included utilizing two contractors (Advanced Disposal and Inland) and the use of minority subcontractors. We believe there may be additional questions regarding our proposal which we would like to be able to address in a presentation format.

Thank you for your consideration of our request.

Sincerely,



Mary O'Brien
Chief Marketing Officer
(904) 616-5322
Mobrien@advanceddisposal.com



Engineering Services Committee Meeting
5/7/2012 1:00 PM
Discuss 2013 Solid Waste Contract

Department: Environmental Services

Caption: Discuss 2013 Solid Waste Collection Contract.

Background: The current Solid Waste Collections contract is on a month-to-month basis and is anticipated to end at the end of 2012. For the past six years, Augusta residents have had twice per week household trash service with one 96-gallon cart; plus once per week recycling service, yard waste service, and bulky item service. All of these items are included in the annual fees paid by the property owners at the end of each year. There is also the option of having an additional household trash cart for an additional fee. As such, the Environmental Services Department worked closely with the Procurement Department and issued RFP 11-112. Per the Procurement Code, responses have been received, scored, and negotiations have commenced with the highest-ranked respondents.

Analysis: As the Environmental Services Department progressed through detailed negotiations with each company, it became apparent that Augusta has two basic options for solid waste collections services beginning in 2013: Option A: Award the entire county service area to one service provider. Option B: Award the service area to two service providers. Option A, above, would require award to one company and would provide uniform service to all customers in the service area. This company has a proven track record and is required, on a corporate level; to adhere to strict metrics for service misses, complaints, and such. This is a local company, with a current office location in Richmond County and has the best overall financial health of those that responded to the RFP. They are willing to provide employment opportunities to displaced workers from other companies, although they choose not to use subcontractors. The company provided a well-defined implementation and technology plan as well as a willingness to convert all non-contract assets to CNG. This would provide benefits to Augusta as Augusta hovers on non-attainment. In addition, this company is able to provide incentive-based recycling programs for those that would be willing to participate, household hazardous waste disposal services, and many other

Power Memo
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programs could be available to the customer. In short, should one company be chosen to provide service to the entire service area, the extra benefits to the customer and to the consumer are great. Option B, above, provides for two service providers and the three collection areas would be awarded accordingly (each would be responsible for approximately the same number of homes). This option would be awarded to the second and third-highest scoring respondents to the RFP. The highest-scoring respondent's proposal was tailored to provide service to the entire service area and therefore is not a good fit for this model. This option would provide for a potentially easier transition as the companies are currently providing service to Augusta residents. In addition they are both willing to use subcontractors for a portion of the work (20 – 25%); and because of the requirements for the use of CNG collection vehicles, one of the companies is willing to allow the subcontractor to use their vehicles, thereby eliminating the need for the subcontractors to have to purchase trucks – a very creative solution which allows for subcontractor participation but also controls the maintenance costs and reduces the overhead for the subcontractors. These two companies did provide additional incentives to Augusta's landfill in the form of additional guaranteed tonnage each month and incentives to the CNG program. The pricing for these two options are in-line with our current pricing structure and would be economical for the consumer. However, Option B would essentially eliminate the ability of Augusta to provide the extra incentive-based programs to all customers.

Financial Impact:

The financial impact of the two options presented above is outlined in the tables below. Table A corresponds to Option A and Table B corresponds to Option B. Both are shown in relation to the average current contracted price per home. Table A (Option A): Service Level* Once per week household collection Price Differential (per home) $\$1.08 + 0.37$ (recycle bank) $+ 0.52$ (at-your-door) = $\$1.97$ Twice per week household collection Price Differential (per home) $\$3.33 + 0.37$ (recycle bank) $+ 0.52$ (at-your-door) = $\$4.22$ Table B (Option B): Service Level* Once per week household collection Price Differential (per home) $-\$1.50$ Twice per week household collection Price Differential (per home) $\$2.48$ *The service level also includes once per week recycling collection, bulky waste collection, and yard waste collection.

Alternatives:

Alternatives: 1. Choose Option A or B and a corresponding service level. 2. Do not choose an option and jeopardize the ability of Augusta to continue servicing trash.

Recommendation:

Choose Option A or B and a corresponding service level.

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

Funds will be budgeted based on the selected options.

REVIEWED AND APPROVED BY:

Department: Environmental Services

Caption: Discuss 2013 Solid Waste Collection Contract.

Background:

The current Solid Waste Collections contract is on a month-to-month basis and is anticipated to end at the end of 2012. For the past six years, Augusta residents have had twice per week household trash service with one 96-gallon cart; plus once per week recycling service, yard waste service, and bulky item service. All of these items are included in the annual fees paid by the property owners at the end of each year. There is also the option of having an additional household trash cart for an additional fee. As such, the Environmental Services Department worked closely with the Procurement Department and issued RFP 11-112. Per the Procurement Code, responses have been received, scored, and negotiations have commenced with the highest-ranked respondents.

Analysis:

As the Environmental Services Department progressed through detailed negotiations with each company, it became apparent that Augusta has two basic options for solid waste collections services beginning in 2013:

Option A: Award the entire county service area to one service provider.

Option B: Award the service area to two service providers.

Option A, above, would require award to one company and would provide uniform service to all customers in the service area. This company has a proven track record and is required, on a corporate level; to adhere to strict metrics for service misses, complaints, and such. This is a local company, with a current office location in Richmond County and has the best overall financial health of those that responded to the RFP. They are willing to provide employment opportunities to displaced workers from other companies, although they choose not to use subcontractors. The company provided a well-defined implementation and technology plan as well as a willingness to convert all non-contract assets to CNG. This would provide benefits to Augusta as Augusta hovers on non-attainment. In addition, this company is able to provide incentive-based recycling programs for those that would be willing to participate, household hazardous waste disposal services, and many other programs could be available to the customer. In short, should one company be chosen to provide service to the entire service area, the extra benefits to the customer and to the consumer are great.

Option B, above, provides for two service providers and the three collection areas would be awarded accordingly (each would be responsible for approximately the same number of homes). This option would be awarded to the second and third-highest scoring respondents to the RFP. The highest-scoring respondent's proposal was tailored to provide service to the entire service area and therefore is not a good fit for this model. This option would provide for a potentially easier transition as the companies are currently providing service to Augusta residents. In addition they are both willing to use subcontractors for a portion of the work (20 – 25%); and because of the requirements for the use of

CNG collection vehicles, one of the companies is willing to allow the subcontractor to use their vehicles, thereby eliminating the need for the subcontractors to have to purchase trucks – a very creative solution which allows for subcontractor participation but also controls the maintenance costs and reduces the overhead for the subcontractors. These two companies did provide additional incentives to Augusta's landfill in the form of additional guaranteed tonnage each month and incentives to the CNG program. The pricing for these two options are in-line with our current pricing structure and would be economical for the consumer. However, Option B would essentially eliminate the ability of Augusta to provide the extra incentive-based programs to all customers.

Financial Impact:

The financial impact of the two options presented above is outlined in the tables below. Table A corresponds to Option A and Table B corresponds to Option B. Both are shown in relation to the average current contracted price per home.

Table A (Option A):

Service Level*	Price Differential (per home)
Once per week household collection	$\$1.08 + 0.37 \text{ (recycle bank)} + 0.52 \text{ (at-your-door)} = \1.97
Twice per week household collection	$\$3.33 + 0.37 \text{ (recycle bank)} + 0.52 \text{ (at-your-door)} = \4.22

Table B (Option B):

Service Level*	Price Differential (per home)
Once per week household collection	-\$1.50
Twice per week household collection	\$2.48

*The service level also includes once per week recycling collection, bulky waste collection, and yard waste collection.

Alternatives: 1. Choose Option A or B and a corresponding service level.
2. Do not choose an option and jeopardize the ability of Augusta to continue servicing trash.

REQUEST FOR PROPOSALS

Request for Proposals will be received at this office until Wednesday, April 27, 2011 @ 3:00 p.m. for furnishing:

RFP Item #11-112 Solid Waste & Recyclable Collection Services for Solid Waste Department

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

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

RFP documents may be viewed on the Augusta Richmond County web site under the Procurement Department **ARCbid**. RFP documents may be obtained at the office of the Augusta, GA Procurement Department, 530 Greene Street – Room 605, Augusta, GA 30901. **A Mandatory Pre-Proposal Meeting will be held on Friday, April 1, 2011 @ 11:00 a.m. in the Procurement Department 530 Greene Street, Room 605. All questions must be submitted by fax at 706 821-2811 or by email to procbidandcontract@augustaga.gov by Monday, April 11, 2011 @ 5:00 p.m.** No RFP will be accepted by fax, all must be received by mail or hand delivered.

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

No RFP may be withdrawn for a period of 120 days after time has been called on the date of opening.

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

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

Funding for this project may include federal funds provided by the U. S. Department of Transportation (DOT) and/or other federal agencies. All DOT funded projects are subject to the requirements of 49 CFR Part 26. These requirements are mandatory and non-negotiable. Augusta enforces Disadvantage Business Enterprise (DBE) requirements and/or DBE goals set by Federal and/or State Agencies in accordance with State and Federal laws. Please be advised that the U. S. District Court for the Southern District of Georgia has entered on Order enjoining the Race-Based portion of Augusta, Georgia's DBE Program. Thus, Augusta, Georgia does not have or operate a DBE, MBE or WBE Program for projects (or portions of projects) having Augusta, Georgia s the source of funding.

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle	March 10, 17, 24, 31, 2011
Metro Courier	March 16, 2011

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

Mandatory Pre-Proposal Conference
RFP Item #11-112
Solid Waste & Recyclables Collection Services
for the City of Augusta – Solid Waste Department
RFP Due: Friday, April 1, 2011 @ 11:00 a.m.

PLEASE PRINT

NAME	COMPANY/DEPT.	ADDRESS/CITY/STATE/ZIP CODE	TELEPHONE NUMBER	FAX NUMBER	Prime/Sub/
1. Jim Whately	CHOICE	5151 Keweenaw Rd Savannah GA 31408	239-784-8661	863-655-0009	
2. Jim Sage	CHOICE	2800 STATE RD 84 FT. LAUDERDALE, FL 33312	305.491.4538	863-655-0009	
3. Denise Boyd	Republic Services	84 Clifton Blvd Savannah GA 31408	912-963-5616	864-751-1694	
4. ART Smith	Republic Services	84 Clifton Blvd Savannah GA 31408	843-247 3300	ART Smith @ Republic Services.com	
5. Jamie Farnham	Clean Energy	3908 Shadow Loch Dr. Suwanee, GA 30034	410-845-2059		
6. Mark Riley	CleanEnergy	188 N. Main St. Ste 3 Concord, NH 03301	603-318-6817	mriley@cleanenergyfuels.com	
7. Monique Woods	AUGUSTA DISPOSAL	PO Box 336 EVANS, GA 30809	706-860-8208	706-860-8256	PRIME
8. Andrew Polons	Augusta Disposal	" "	" "	" "	
9. Linda Spires-Miller	Waste Management	1047 Highway Church Rd Elain, SC 29045	843-557-7777	803-736-0995	
10. Jeff Washington	Waste Management	208 Peop Phillips Dr. Augusta, GA 30901	706-495-8204	706-794-5586	PRIME
11. KEVIN MUELLER	Inland Service Corp	8404 E GORE Blvd Lawton, OK 73501	956-943-4556	956-943-4557	PRIME
12. H WAYNE JOHNSON	ISC	701 SANTA ISABEL LAGUNA VISTA, TX 78758	956-943-4556	956-943-4557	PRIME

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David J. Vance Inland Service Corp.

1561 Doug Barnard PKWY
Augusta Ga. 30906

706-790-4117 706-796-0826 PRIME

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Mandatory Pre-Proposal Conference
RFP Item #11-112
Solid Waste & Recyclables Collection Services
for the City of Augusta – Solid Waste Department
RFP Due: Friday, April 1, 2011 @ 11:00 a.m.

PLEASE PRINT

NAME	COMPANY/DEPT.	ADDRESS/CITY/STATE/ZIP CODE	TELEPHONE NUMBER	FAX NUMBER	Prime/Sub/
1. Fournier, Anthony	Columbia Waste	Augusta, Ga. 30909 1064 Franke Industrial Blvd	706-373-4285	706-364-2575	Prime
2. Pledger, Jason	Columbia Waste	1064 Franke Industrial Blvd Augusta, Ga. 30909	706-373-4285	706-364-2575	Prime
3. Berry & Mary Smith	Berry Smith Sanitation	1308 New Savannah Rd Augusta, Georgia 30901	(706) 724-2001	706 724-2019	Prime
4. James Brown	Metco-waste	1824 WYLDOS RD. SE #A5 Augusta, GA 309045402	706 798-2807	706 738-8953	Pipe
5. Ricic & Ting Smith	A-1 Sanitation Inc	3452-B Degech Anchored Rd Augusta, GA 30906	706 793-0806	706 793-8623	Prime/Sub
6. Vincent Guthrie	Spartan Waste	3668 Sterling Ridge Way Decatur, Ga 30032	770-842-4465	404-664-1796	Prime
7. McCallister	Western Smith	3610 GA Rd Liberty Augusta, Ga 30906	706 334-3152 793-8416	793-9423	Sub
8. David Walker	Richman Waste Inc	3668 Sterling Ridge Way Decatur, Ga 30032	706 667-8531		Prime
9. Stephen Redfern	Schaefer Systems	4235 Marsh Landing Blvd Apt. 492 Jacksonville Beach, FL 32250	480-343-4597		
10. Don Collins	Waste Industries	2699 Cochran Fld. 13106. Douglasville, Ga 30134	770-266-0519	770-947-2584	Prime.
11. Brian Chesson	Waste Industries	2699 Cochran Fld. 13106. Douglasville, Ga 30134	770-577-5113	770-947-2561	Prime
12. Butch Gallop	Gallop & Assoc	2911 Point West Dr Augusta GA 30909	706-495-3796		Sub

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Mandatory Pre-Proposal Conference
RFP Item #11-112
Solid Waste & Recyclables Collection Services
for the City of Augusta – Solid Waste Department
RFP Due: Friday, April 1, 2011 @ 11:00 a.m.

PLEASE PRINT

NAME	COMPANY/DEPT.	ADDRESS/CITY/STATE/ZIP CODE	TELEPHONE NUMBER	FAX NUMBER	Prime/Sub/
1. JOHN COWIN	WASTE PRO	1405 DANFELSVILLE RD ATHENS GA 30601	770-843 8632	706 227-2424	
2. Ron Recora	WASTE PRO	P.O. Box 917209 Longwood FL 32791	407-937- 2653	407-869 8884	
3. Bob Hyres	Waste Pro	" " " "	" " "	" "	
4. John Witherspoon	Waste Pro	3512 Oakliff Rd. Doraville, Ga. 30340	770-777-1447	478-240- 4250	
5. AJ RODGERS	VEDIA ES Solid Waste	1101 Hawkins St Valdosta, GA 31601	229 630 6020	229 244 3222	P
6. Rhonda Poston	Vedlia ES Solid Waste	1101 Hawkins St Valdosta, Ga 31601	478 391 9493	229 244 3222	P
7. JERALD BOYD	Unity Disposal & Recycling, LLC	14862 Old Gumpswater Rd Laurel, MD 20707	301. 490. 8604	301. 490. 8029	
8. BILL LINTHICUM	ADVANCED	5734 Columbia Rd Greenville, GA 30813	706 533 0574	706 854 1903	
9. ADAM COCHRAN	ADVANCED DISPOSAL	5734 Columbia Rd Greenville, GA 30813	404-803-9911	706-854-1903	
10. CHARLIE GRAY	ADVANCED DISPOSAL	8880 OLD FEDERAL RD BAC GROUND, GA 36107	770. 887. 6063	770. 887. 9837	
11. Richard Curry	World Waste Recycling, Inc	3547 NW 49 ST, MIAMI, FL 33142	305-635-5144	305-635-0087	
12. DAN GUY	DORADO SERVICES INC	195 W. SEMINOLE BLVD. SANFORD FL 32771	407-828-3831	407-688-0701	P

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Mandatory Pre-Proposal Conference
RFP Item #11-112
Solid Waste & Recyclables Collection Services
for the City of Augusta – Solid Waste Department
RFP Due: Friday, April 1, 2011 @ 11:00 a.m.

PLEASE PRINT

NAME	COMPANY/DEPT.	ADDRESS/CITY/STATE/ZIP CODE	TELEPHONE NUMBER	FAX NUMBER	Prime/Sub/
1. Norm Givardini	Augusta Disposal	PO Box 334 Augusta, GA	706-860 2208	860 7351	Prime
2. Bill Polonsky	Augusta Disposal	11	11	11	Sub
3. Robert Wilson	Precision Waste Services	PO Box 446 Towson, GA 30824	706-595 5843	706-595 5876	Sub
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Mandatory Pre-Proposal Conference
RFP Item #11-112
Solid Waste & Recyclables Collection Services
for the City of Augusta – Solid Waste Department
RFP Due: Friday, April 1, 2011 @ 11:00 a.m.

PLEASE PRINT

NAME	COMPANY/DEPT.	ADDRESS/CITY/STATE/ZIP CODE	TELEPHONE NUMBER	FAX NUMBER	Prime/Sub/
1. Dave Walker	Richmond Waste Inc.	PO BOX 6887 Augusta, GA 30916	706 664 9831	—	Prime
2. Ginny Williams	DBE/LSB	501 Greene St Augusta, GA 30901	706 821-2406	706 821-4228	
3. Phyllis Mills	Procurement		706 821-2888	706 821-2811	
4. Lori Vidotto	Solid Waste		706 542 3206		
5. Mark Johnson	Solid Waste		706 542 3200		
6. Sheila Paulk	Procurement		706 821-4251	706 821-2811	
7. Geri Sams	Procurement		706 821-2422	706 821-2811	
8.					
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11.					
12.					

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RFP Item #11-112
Solid Waste Recyclables Collection Services
for the City of Augusta - Solid Waste Department
RFP Due: Thursday, June 23, 2011 @ 3:00 p.m.

VENDORS	Attachment B	Bidders Form	Bid Bond	Addendums 1 - 6	Original	6 Copies	Fee Proposal
Advanced Disposal 5734 Columbia Road Grovetown GA 30813	YES	YES	YES	YES	YES	YES	YES
Inland Service Corp 1561 Doug Barnard Pkwy Augusta GA 30906	YES	YES	YES	YES	YES	YES	YES
Waste Management 208 Prep Phillips Drive Augusta GA 30901	YES	YES	YES	YES	YES	YES	YES
Waste Pro 1405 Danielsville Road Athens GA 30601	YES	YES	YES	YES	YES	YES	YES
Berry Smith Sanitation 1308 New Savannah Road Augusta GA 30901	Non-Compliant Attachment B missing E-Verify Number						
A-1 Sanitation Service 3452-B Peach Orchard Road Augusta GA 30906	Submitted No Bid Response						
Metro-Waste 1824 Wylde Road Suite A5 Augusta GA 30909	Submitted No Bid Response						
Republic Services, Inc. 84 Clifton Blvd Savannah GA 31408	Submitted No Bid Response						
Veolia ES Solid Waste 1101 Hawkins Street Valdosta GA 31601	Submitted No Bid Response						
Augusta Disposal Po Box 334 Evans GA 30809							
Choice Environmental 2860 State Road 84 Fort Lauderdale, FL 33312							
Clean Energy 3988 Shadow Loch Drive Suwanee GA 30024							
Coleman Sanitation 3010 Georgia Road Augusta GA 30906							
Columbia Waste 1064 Franke Industrial Boulevard Augusta GA 30901							
Dorado Services Inc 195 W Seminole Boulevard Sanford FL 32771							
Gallop & Associates 2911 Point West Drive Augusta GA 30909							
Inland Service Corp 1561 Doug Barnard Pkwy Augusta GA 30906							
Precision Waste Services Po Box 446 Thomson GA 30824							
Richmond Waste Inc Po Box 6887 Augusta GA 30916						Item # 3	

RFP Item #11-112
Solid Waste Recyclables Collection Services
for the City of Augusta - Solid Waste Department
RFP Due: Thursday, June 23, 2011 @ 3:00 p.m.

VENDORS	Attachment B	Bidders Form	Bid Bond	Addendums 1 - 6	Original	6 Copies	Fee Proposal
Schaefer Systems 4235 Marsh Landing Blvd Apt 432 Jacksonville Beach FL 32250							
Spartan Waste 3668 Sterling Ridge Way Decatur GA 30032							
Unity Disposal & Recycling Llc 14862 Old Gunpowder Road Laurel MD 20707							
Waste Industries 2699 Cochran Industrial Blvd Douglasville GA 30134							
World Waste Recycling Inc 3547 Nw 49th Street Miami FL 33142							

Planholders List - Onvia DemandStar

User: Mills, Phyllis Organization: City of Augusta, GA (Augusta Commission)

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Build Broadcast List

Reports

Planholders List

Member Name City of Augusta, GA (Augusta Commission)

Bid Number RFP-11-112-0-2011/PJM

Bid Name Solid Waste & Recyclables Collection Services

1 Document(s) found for this bid

15 Planholder(s) found.

Add Planholder

Supplier Name	Phone	Fax	Doc Count	Attributes	Programs	Actions
AshBritt, Inc.	9545453535	9545453585	1			Documents
Bates Trucking Trash Removal, Inc.	3017732069	3016993268	1			Documents
Inland Service Corporation	9569434556	9569434557	1			Documents
IPL Inc.	4187893651	4187893388	1			Documents
Otto Environmental Systems, LLC	7045889191	7045885250	1			Documents
Precision Waste Services, Inc.	7065955843	7065955876	1			Documents
Rehrig Pacific Company	6038954743	6038950214	1			Documents
Republic Services	8432473300	9129644677	1			Documents
Roll Offs USA	8004686826	5809241285	1	1. Small Business		Documents
RR Waste Solutions	5128580400	5128580477	1	1. Small Business		Documents

Page 1 of 2 first | previous | **next** | last

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Item # 3

User: Mills, Phyllis Organization: City of Augusta, GA (Augusta Commission)

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Planholders List

Member Name City of Augusta, GA (Augusta Commission)**Bid Number** RFP-11-112-0-2011/PJM**Bid Name** Solid Waste & Recyclables Collection Services

1 Document(s) found for this bid

15 Planholder(s) found.

[Add Planholder](#)

Supplier Name ▲	Phone	Fax	Doc Count	Attributes	Programs	Actions
Sonrai Systems	3173138911	6306229900	1			Documents
TOTER INCORPORATED	7048728171	7048780734	1			Documents
Veolia	9207498100	9207498110	1			Documents
Veolia ES Southeast Inc	3523518886	3523518812	1			Documents
Waste Pro USA, Inc	4078698800	4077663953	1			Documents

Page 2 of 2 [first](#) | [previous](#) | [next](#) | [last](#)Format for Printing No ☐DemandStar is a product of [Onvia, Inc.](#) (c) 1997-2012. All rights reserved. | [Terms of Use](#) | [Privacy](#)

Item # 3

Bidders List

Bid Item # 11-112 Cost \$ 0

#	Company Name	Complete Mailing Address	Date	Spec #	Initials	Mailed by
1	Inland 1561 Doug Bernarch	(706) 790-4117 (706) 796-0826 Fax	3/10/11		Melvin Barnes	Pick up
2	30906 David Vance					
3	Garden City Sanitation 253 Farmington Drive West		3/11/11		David Walker	Pick up
4	Evans GA 30809 (706) 664 9831					
5	David Walker					
6	ARROW DISPOSAL SERVIC INC ATTN HUGH HERNDON PO BOX 548 ABBEVILLE AL 36310 866-440-3983 334-585-2030 FAX		3/11/11		SP	U.S. Mail
7						
8	METROPOLITAN WASTE, INC ATTN JAMES BROWN 1824 WYLDSD RD, SUITE A5 AUGUSTA, GA 30909-5422 (706) 798-2807 (cell #) 706-833-1010		3/11/11		SP	U.S. Mail
9						
10	David Smith Sanitation Attn David Smith	706-592-4981 706	3/14/11		JAMES	Pick up
11	4735 Windsor Spring Rd (NO FAX#) Hephzibah GA 30815					
12	Belma Owens 920-891-2399 (P)	Spartan Waste Systems 3668 Sterling Ridge Way Decatur, GA 30032	3/15/11		NW	PH
13	ECONOMY SANITATION 199 HIGHTOWER DRIVE SUITE 3 AUGUSTA, GA 30907-2560					
14	REMAILED 3/17/11	Remailed	3/17/11		SP	U.S. Mail
15	BATES TRUCKING TRASH REMOVAL ATTN TARA LEWIS PO BOX 91 4305 48 TH STREET BLADENSBURG MD 20710 301-773-2069 - 301-669-3428		3/24/11		SP	U.S. Mail

ATTN: JEFF WASHINGTON
WASTE MANAGEMENT
 208 PREP PHILIPS DRIVE
 AUGUSTA, GEORGIA 30901

ATTN: ART SMITH
REPUBLIC SERVICES, INC.
 84 CLIFTON BLVD
 PT. WENTWORTH, GA 31408

ATTN: MONIQUE
AUGUSTA DISPOSAL AND RECYCLING
 851 TRIANGLE INDUSTRIAL COURT
 EVANS, GA 30809-4257

ATTN: AROBERT SMITH
INLAND SERVICES
 701 SANTA ISABEL BLVD
 LAGUNA VISTA, TX 78578

ATTN: BOBBY WILLIAMS
ADVANCED DISPOSAL
 5734 COLUMBIA ROAD
 GROVETOWN, GA 30813-5114

BERRY SMITH SANITATION
 1308 NEW SAVANNAH RD.
 AUGUSTA GA 30901

A-1 SANITATION
 3452 PEACH ORCHARD RD # B
 AUGUSTA, GA 30906

COLEMAN SANITATION
 3010 GEORGIA RD
 AUGUSTA, GA 30906

METROPOLITAN WASTE
 1824 WYLDs ROAD, STE A5
 AUGUSTA, GA 30909

ATTN: JASON PLEDGER
COLUMBIA WASTE
 1064 FRANKE INDUSTRIAL DRIVE
 AUGUSTA, GA 30909

VEOLIA ENVIRONMENTAL SERVICES
 125 SOUTH 84TH STREET
 SUITE 200
 MILWAUKEE, WI 53214

IESI CORPORATION
 2301 EAGLE PARKWAY, SUITE 200
 FORT WORTH, TX 76177

WASTE INDUSTRIES USA
 3301 BENSON DRIVE
 SUITE 601
 RALEIGH, NC 27609

SANTEK ENVIRONMENTAL
 650 25TH ST., NW
 SUITE 100
 CLEVELAND, TN 37311

WASTE PRO
 P.O. BOX 7209
 LONGWOOD, FL 32791-7209

ATTN: GLEN MILLER
CHOICE ENVIRONMENTAL
 2860 STATE ROAD 84, SUITE 103
 FORT LAUDERDALE, FL 33312

ECONOMY SANITATION
 STREET: 215 HIGHTOWER DRIVE
 SUITE G
 AUGUSTA, GA 30907-2560

DORADO SERVICES
 541 N. PALMETTO AVE.
 SUITE 104
 SANFORD, FL 32771

Mark Johnson
Solid Waste

Lori Videtto
Solid Waste

Yvonne Gentry
LSBOP
Hatcher Building

RFP 11-112

RFP 11-112
Solid Waste & Recyclables Collection Service
For Solid Waste Department
RFP Due: Wed 4/27/11 @ 3:00 p.m.

**Cumulative Evaluation Sheet - RFP Item #11-112
Solid Waste & Recyclables Collection Services
For The City of Augusta – Solid Waste Department**

Evaluation Criteria	PTS	Advanced Disposal 5734 Columbia Road Grovetown GA 30813	Inland Service Corp 1561 Doug Barnard Pkwy Augusta GA 30906	Waste Management 208 Prep Phillips Drive Augusta GA 30901	Waste Pro 1405 Danielsville Road Athens GA 30601
1. Staffing	10	6	6	9	7
2. Experience	20	14	17	17	14
3. Available Resources	10	8	8	8	8
4. Financial Stability & Financial Statement	10	6	4	9	7
5. Implementation Plan	5	3	3	5	4
6. Customer Service Procedures	5	2	3	5	4
8. Litigation History	5	4	4	5	4
9. Criminal Convictions / Environmental Violations	5	5	5	5	5
10. Cost for Service	10	10	8	4	6
11. Other Benefits to the County	15	3	7	5	0
11. Proximity to Area Within Augusta 5 pts Within the CSRA 4 pts Within Georgia 3 pts Within Southeast US 2 pts All Others 1 pt	5	4	5	5	3
TOTAL	100	64	71	77	62

Comments:

FYI: Process Regarding Request for Proposals and Request for Qualifications

§ 1-10-43

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

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

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

(Ord. No. 6939, § 16, 1-2-07)

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

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

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

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

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

Sec. 1-10-45. Sealed proposals.

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

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

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

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

T1:146

FYI: Process Regarding Request for Proposals and Request for Qualifications

GENERAL GOVERNMENT

§ 1-10-46

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

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

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

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

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

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

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

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

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

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

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

T1:147

**ENVIRONMENTAL SERVICES DEPARTMENT****Mark Johnson**
Director**MEMORANDUM**

TO: Ms. Geri Sams
Director - Procurement

FROM: Mark Johnson 
Director

DATE: March 5, 2012

SUBJECT: **RFP 11-112 Solid Waste & Recyclables Collection Services –
Award recommendation**

In response to RFP 11-112 Solid Waste & Recyclables Collection Services, four proposals were received and evaluated per the criteria in the RFP.

If option A is chosen, the department recommends awarding the entire service area to a single service provider with supplemental value-add services inclusive of Recycle Bank. If Option B is chosen, the department recommends splitting the service area between two service providers. In both scenarios, the department recommends a once per week collection methodology to maximize the value to our citizens.

Thank you in advance for your time and attention. Please feel free to contact me at 706-592-3201, should you have any questions or require any additional information.

MJ/th

Cc: Phyllis Mills
Nancy Williams
File



ENVIRONMENTAL SERVICES DEPARTMENT

Mark Johnson
Director

MEMORANDUM

TO: Lena Bonner
Clerk of Commission

FROM: Mark Johnson *my*
Director

DATE: May 1, 2012

SUBJECT: Solid Waste Collections Contract

At the April 9, 2012 Engineering Services Committee, a motion was made requesting that the Environmental Services Department meet with the Procurement Department regarding contract details, as well as bring back possible options for incentive-based recycling programs from proposers under Option B. Below outlines the information requested, in hopes of getting an approved direction to proceed.

On April 11, 2012 the Environmental Services Department, the Procurement Department and the Law Department met to discuss contract details around the use of local small businesses within the solid waste collections contract. It was determined that there is no legal mechanism to force the prime contractors to use specific subcontractors. The prime contractors have volunteered to be innovative in the utilization of current and/or local subcontractors. It is ultimately the prime contractors decision and responsibility to select, negotiate and contract with the subcontractors. Two prime contractors did identify subcontractors to be utilized if awarded the contract during the solicitation process and such information was included in their bid packages in response to the RFP. Since the last Committee Meeting, all haulers have voluntarily committed to utilize local small businesses pursuant to our Local Small Business Ordinance at a defined level. For Option A, that level is 25% and for option B the level is 20% for one company and 25% for the second.

In addition to the local small business participation, there were several questions regarding how our current local participating haulers could deal with their current assets, whether divesting them or transitioning them to CNG. One of the companies under Option B, verbally offered to purchase those assets for what is owed on those vehicles. It is their intent to sell those assets and recoup any losses received. How they proposed to do this is by putting the trucks up for sale, receive a minimum of 2 offers, and sell the assets to the highest bidder. If there are losses associated with the transition, they would like to divide the total loss by 48 months, and modify the cost per home by a comparable amount.

Transitioning to incentive based recycling, per the request of the Engineering Services Committee; the Environmental Services Department would like to provide the following information. Through discussions with all proposers, an incentive based program is achievable. Under option A, Recycle Bank was listed as a method of including incentive based recycling. Under Option B, several choices were made available. One program listed was Recycling Perks. It operates under a similar premise as the Option A proposal, at a similar price point.

Environmental Services Department
4330 Deans Bridge Road, Blythe, GA 30805
(706) 592-3200 ~ Fax (706) 592-3255
WWW.AUGUSTA.GOV

However, one of the companies under option B developed a creative local give-back program. It recognizes that a points-based incentive program normally benefits only the most devoted participants. As an alternative, the proposer offered the City of Augusta a more cost effective and focused program that would be locally administered by a City-appointed committee. Under this format, cash contributions would be provided to local community groups based upon recycling participation and tons collected within the individual service areas. Some of these worthy organizations receiving funds might include local public schools, law enforcement agencies, local shelters, city-wide clean-up programs, or other worthy causes. Individual pricing for this option is completely flexible based upon the City's desires. Given the ease of administering, all monies collected under this program would go toward public education of the program and cash contributions to the worthy organizations.

Thank you in advance for your time and attention. Please feel free to contact me at 706-592-3201, should you have any questions or require any additional information.

MJ/th

Cc: Geri Sams, Procurement Director
File



**Engineering Services Committee Meeting
5/7/2012 1:00 PM
Deeds of Dedication for Sanitary Sewer off Augusta West Parkway**

Department:	Augusta Utilities
Caption:	Motion to approve and accept Deeds of Dedication for Sanitary Sewer off Augusta West Parkway.
Background:	This sanitary sewer pipeline was constructed in 1999, however, due to an oversight, it was not dedicated to Augusta. Since that time, several commercial establishments have been constructed and tied into the pipeline. The current property owners, through which the pipeline traverses, are asking to correct the oversight and dedicate this sanitary sewer pipeline to Augusta.
Analysis:	The pipeline was inspected in 2011, and found to be in acceptable condition.
Financial Impact:	None
Alternatives:	Deny motion to approve and accept Deeds of Dedication for Sanitary Sewer off Augusta West Parkway.
Recommendation:	Approve motion to approve and accept Deeds of Dedication for Sanitary Sewer off Augusta West Parkway.
Funds are Available in the Following Accounts:	N/A

REVIEWED AND APPROVED BY:

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

STATE OF GEORGIA)
COUNTY OF RICHMOND)

DEED OF DEDICATION

GRAVITY SANITARY SEWER MAIN

Parcel Identification Number: 041-0-082-00-0

TRACT "E"

THIS INDENTURE, made and entered into this ____ day of _____, 2011, between **MAK LAND MANAGEMENT LLC**, a company established under the laws of the State of South Carolina, hereinafter referred to as the Party of the First Part, and **AUGUSTA, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as the Party of the Second Part;

WITNESSETH:

THAT the said Party of the First Part, for and in consideration of the sum of Ten Dollars and no/100 (\$10.00) in cash to it in hand paid by the Party of the Second Part, the receipt of which is hereby acknowledged, at and/or before the sealing and delivery of these presents, and other good and valuable considerations, has quitclaimed, sold, and released unto the said Party of the Second Part, its successors and assigns the following described property, to wit:

ANY AND ALL RIGHTS the Party of the First Part has, to the easements in perpetuity, under, across and through the approximately marked strips of land, designated on hereafter described plat as a "20' Permanent Sanitary Sewer Easement", together with the gravity sanitary sewer pipelines and appurtenances, designated on said plat as a "Proposed Sanitary Sewer", located therein, which are delineated on a plat as noted: A plat for Augusta Retirement Associates, LLC, dated August 27, 1999, by Cranston, Robertson & Whitehurst, P. C, said plat being incorporated herein and made a part hereof, and to which reference is hereby made for a more complete and accurate description as to the metes, bounds and location of said easements, pipelines and appurtenances (together; the "Easement Premises").

SAID EASEMENT is hereby granted to Party of the Second Part, in the form of a right-of-way, together with the right to lay, relay, install, add, expand, extend, and repair, operate, and maintain continuously pipelines transporting and carrying utility services.

TOGETHER WITH THE RIGHT, when construction or maintenance is necessary, to dig such

trenches in said Easement Premises, as may be necessary for the project; to pile thereon the material excavated, and to haul pipe, supplies and equipment connected with the construction and maintenance thereof, over, along, and across the said property, along with the free right of ingress and egress to and from said easements for these purposes.

THE PARTY OF THE FIRST PART, its successors, legal representatives, and assigns, does also grant, bargain, sell and convey unto Augusta, its successors and assigns, the right, but not the duty, to clear, and keep clear, all trees, undergrowth and other obstructions from said Easement Premises, along with the right of ingress and egress across said Easement Premises for these purposes.

THE PARTY OF THE FIRST PART, its successors, assigns and legal representatives, after the completion of this Project, shall have the right to use said parcels of land in any manner not inconsistent or interfering with the rights herein granted, excluding, however, the right to plant thereon any trees or other vegetation that may interfere with the laying, relaying, installing, adding, extending, operating, repairing and maintaining of pipelines transporting and carrying utility services of the Party of the Second Part and excluding the right to erect, construct or maintain thereon any buildings, structures, or other permanent improvements.

TO HAVE AND TO HOLD the aforesaid rights, ways, easements, privileges and appurtenances unto the said Party of the Second Part, its successors and assigns, in perpetuity.

WHENEVER there shall be more than one grantor, the phrase "Party of the First Part" and all such phrases, related pronouns and verbs shall read as if written in the plural form. When the grantor is an individual, all such phrases, related pronouns and relative pronouns shall be read as if written in the feminine, masculine, or neuter and the word "heirs" shall be substituted for the word "successors" at the appropriate place or places.

{Remainder of this page left blank intentionally.}

IN WITNESS WHEREOF, the said Party of the First Part has caused these presents to be executed the day and year first above written as the date of these presents.

SIGNED, SEALED, AND DELIVERED in our presence:

MAK LAND MANAGEMENT, LLC

Cheryl B. Sullivan

Witness

By: [Signature]

Printed Name: Jim Kaneko

As its: Member

Patricia V. Lewis

Notary Public

Horry County, State of SC

My commission expires: 10/11/18

Attest: [Signature]

AUGUSTA, GEORGIA

By: _____

David S. Copenhaver

As its: Mayor

Witness

Notary Public

Richmond County, Georgia

My commission expires: _____

Attest: _____

Clerk of Commission

STATE OF GEORGIA)
COUNTY OF RICHMOND)

DEED OF DEDICATION

UTILITIES – Gravity Sanitary Sewer

Parcel Identification Number: 040-0-047-06-0

TRACTS "A-2" AND "B"

THIS INDENTURE, made and entered into this _____ day of _____, 2012, between **STONEGATE CLUB PARTNERS, LTD**, a Florida limited partnership, hereinafter referred to as the Party of the First Part, and **AUGUSTA, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as the Party of the Second Part;

WITNESSETH:

THAT the said Party of the First Part, for and in consideration of the sum of Ten Dollars and no/100 (\$10.00) in cash to it in hand paid by the Party of the Second Part, the receipt of which is hereby acknowledged, at and/or before the sealing and delivery of these presents, and other good and valuable considerations, has granted, bargained, sold, released, conveyed and confirmed unto the said Party of the Second Part, its successors and assigns the following described property, to-wit:

ANY AND ALL RIGHTS the Party of the First Part has, to the easements in perpetuity, under, across and through the approximately marked strips of land, designated on hereafter described plat as a "20' Permanent Sanitary Sewer Easement", together with the gravity sanitary sewer pipelines and appurtenances, designated on said plat as a "Proposed Sanitary Sewer", located therein, which are delineated on a plat as noted: A plat for Augusta Retirement Associates, LLC, dated August 27, 1999, by Cranston, Robertson & Whitehurst, P. C, said plat being incorporated herein and made a part hereof, and to which reference is hereby made for a more complete and accurate description as to the metes, bounds and location of said easements, pipelines and appurtenances;

THE PARTY OF THE FIRST PART has agreed that neither the Party of the Second Part, nor any of its departments, shall maintain individual force mains and/or grinder pumps and that any said individual force mains and/or grinder pumps shall remain private.

SAID EASEMENT is hereby granted to Party of the Second Part, in the form of a right-of-way, together with the right to, at the sole cost and expense of the Party of the Second Part, lay, relay, install, add, expand, extend, and repair, operate, and maintain continuously pipelines transporting and carrying utility services. Said easement further grants the right to stretch communication lines, or other lines, at the sole cost and expense of the Party of the Second Part, for the use of AUGUSTA, its assigns, representatives, agents, and designees, upon or under said land, within said easement, with the necessary cables, wires, apparatus, fixtures and appliances; and with the right to assign this easement in whole or in part;

TOGETHER WITH THE RIGHT, when construction or maintenance is necessary, at the sole cost and expense of the Party of the Second Part, to dig such trenches in said property, as may be necessary for the project; to pile thereon the material excavated, and to haul pipe, supplies and equipment connected with the construction and maintenance thereof, over, along, and across the said property, along with the free right of ingress and egress to and from said easements for these purposes.

THE PARTY OF THE SECOND PART shall use such routes and follow such procedures, on the property of the Party of the First Part, as will result in the least inconvenience to the Party of the First Part.

THE PARTY OF THE SECOND PART, its successors, assigns, and legal representatives, do agree that any damage caused to the property of the Party of the First Part, due to the actions taken by the Party of the Second Part in exercising its rights, as enumerated herein, will be remedied by the Party of the Second Part at its sole cost and expense.

THE PARTY OF THE FIRST PART; its successors, legal representatives, and assigns, does also grant, bargain, sell and convey unto Augusta, its successors and assigns, the right, but not the duty, to clear, and keep clear, all trees, undergrowth and other obstructions from said permanent easement, along with the free right of ingress and egress to and from said permanent easements for these purposes.

THE PARTY OF THE FIRST PART, its successors, legal representatives, and assigns do agree that no other utilities may be constructed within the aforesaid easements in perpetuity.

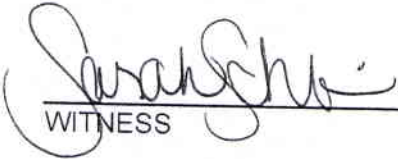
THE PARTY OF THE FIRST PART, its successors, assigns and legal representatives, after the completion of this Project, shall have the right to use said parcels of land in any manner not inconsistent or interfering with the rights herein granted, excluding, however, the right to plant thereon any trees or other vegetation that may interfere with the laying, relaying, installing, adding, extending, operating, repairing and maintaining of pipelines transporting and carrying utility services of the Party of the Second Part and excluding the right to erect, construct or maintain thereon any buildings, structures, or other permanent improvements.

TO HAVE AND TO HOLD the aforesaid rights, ways, easements, privileges and appurtenances unto the said Party of the Second Part, its successors and assigns, in perpetuity.

WHENEVER there shall be more than one grantor, the phrase "Party of the First Part" and all such phrases, related pronouns and verbs shall read as if written in the plural form. When the grantor is an individual, all such phrases, related pronouns and relative pronouns shall be read as if written in the feminine, masculine, or neuter and the word "heirs" shall be substituted for the word "successors" at the appropriate place or places.

IN WITNESS WHEREOF, the said Party of the First Part has caused these presents to be executed the day and year first above written as the date of these presents.

SIGNED, SEALED, AND DELIVERED in our presence:


 WITNESS

STONEGATE CLUB PARTNERS, LTD.,
a Florida limited partnership

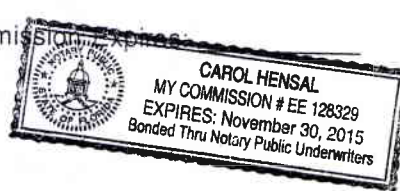
By: CED Capital Holdings 2002 R, L.L.C., a
 Florida limited liability company, its general
 partner

By: 
 Brian Spear

As its: Manager

Attest: NA

As Its: NA


 NOTARY PUBLIC
 Orange County, State of FL
 My Commission Expires: 11/30/2015
 (SEAL) 

AUGUSTA, GEORGIA

By: _____
 David S. Copenhaver

As Its: Mayor

Attest: _____ Clerk of Commission

WITNESS _____

NOTARY PUBLIC _____

Richmond County, Georgia

My Commission Expires: _____

(SEAL)



Engineering Services Committee Meeting
5/7/2012 1:00 PM
Dixon Airline Road Gravity Sanitary Sewer Easement Deeds

Department: Augusta Utilities

Caption: Motion to approve and accept easement deeds for the Dixon Airline Road gravity sanitary sewer.

Background: The Augusta Utilities Department will be constructing a gravity sanitary sewer on a portion of Dixon Airline Road near Mike Padgett Highway. Easements on four properties are needed, for this project.

Analysis: The three affected property owners are donating the easements.

Financial Impact: None - Easements are being donated.

Alternatives: Deny motion to approve and accept easement deeds for the Dixon Airline Road gravity sanitary sewer.

Recommendation: Approve motion to approve and accept easement deeds for the Dixon Airline Road gravity sanitary sewer.

Funds are Available in the Following Accounts: N/A

REVIEWED AND APPROVED BY:

Finance.
Procurement.
Law.
Administrator.
Clerk of Commission

AUGUSTA, GEORGIA

EASEMENT DEED

PARCEL IDENTIFICATION NUMBER: 145-0-034-00-0 **ADDRESS:** 3521 Mike Padgett Hwy.

THIS INDENTURE made and entered into this 30 day of March 2012, between **Pembroke Waugh Davis, Jr. and Camilla Elise Davis**, hereinafter referred to as OWNER, and **Augusta, Georgia**, a political subdivision under the laws of Georgia, hereinafter referred to as AUGUSTA;

WITNESSETH, that Owner, for and in consideration of the sum of ONE DOLLAR (\$1.00) in hand and truly paid by Augusta at and before the sealing and delivery of these presents, and other valuable consideration, the receipt whereof is hereby acknowledged, has granted, bargained, sold, conveyed and confirmed, and by these presents does grant, bargain, sell, convey and confirm unto Augusta, its successors and assigns, an exclusive utility, access and maintenance easement, for the purpose of installing, utilizing and maintaining utility pipelines, in perpetuity under, across and through the hereinafter described parcels of land:

An exclusive permanent utility, maintenance and access easement of 5,171 square feet, more or less, for the purpose of laying, relaying, installing, adding, expanding, extending, operating, repairing and maintaining pipelines transporting and carrying utility services, as shown on a plat prepared by the Augusta Utilities Department, dated January 2012, attached hereto and made a part hereof, to which reference is made for a more accurate and complete description of the metes, bounds and courses.

Owner does also grant, bargain, sell and convey unto Augusta, its successors and assigns, the right, but not the duty, to clear and to keep clear, all trees, undergrowth and other

obstructions from said permanent easement, along with the free right of ingress and egress to and from said permanent easement for this purpose and all other purposes stated herein.

Owner, his successors, heirs, assigns and legal representatives, after the completion of this Project, shall have the right to use said parcel of land in any manner not inconsistent or interfering with the rights herein granted (which includes, but is not limited to, parking, paving, and removable fencing), excluding, however, the right to plant thereon any trees that may interfere with the accessing, expanding, adding, laying, relaying, installing, extending, operating, repairing and maintaining of pipelines transporting and carrying public water services and the right to erect, construct or maintain thereon any buildings, structures, or other permanent improvements.

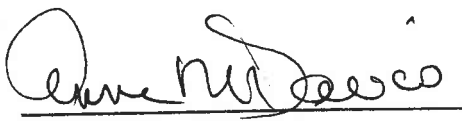
AUGUSTA does agree to 1) repair pavement, if disturbed during construction; 2) reset (or replace, if damaged) any fencing that is disturbed during construction; 4) grass areas disturbed during construction.

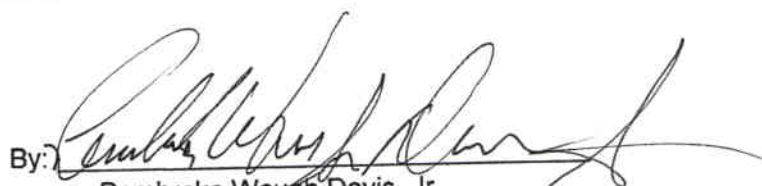
TO HAVE AND TO HOLD the aforesaid rights, ways, easements, privileges and appurtenances unto Augusta and its successors, in perpetuity.

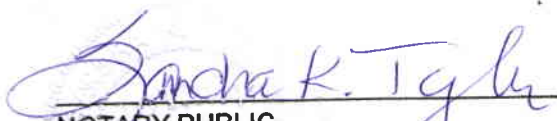
And Owner, his successors, heirs, assigns and legal representatives shall and will forever warrant and defend unto Augusta, its successors and assigns, the rights, ways, easements privileges and appurtenances conveyed herein, against the claim of any person or persons claiming under or through Owner.

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

Signed, Sealed and Delivered in the presence of:


WITNESS

By: 
Pembroke Waugh Davis, Jr.


NOTARY PUBLIC
Richmond County, Georgia

My Commission Expires: Dec. 29, 2012

(signatures continued on next page)

Nancy L Rice
WITNESS

By: Camilla Elise Davis
Camilla Elise Davis

Deborah Wren
NOTARY PUBLIC
Columbia County, Georgia

My Commission Expires: 12-29-15

Approved and Accepted By:

AUGUSTA, GEORGIA

WITNESS

By: _____
David S. Copenhaver

As Its: Mayor

NOTARY PUBLIC

County, Georgia

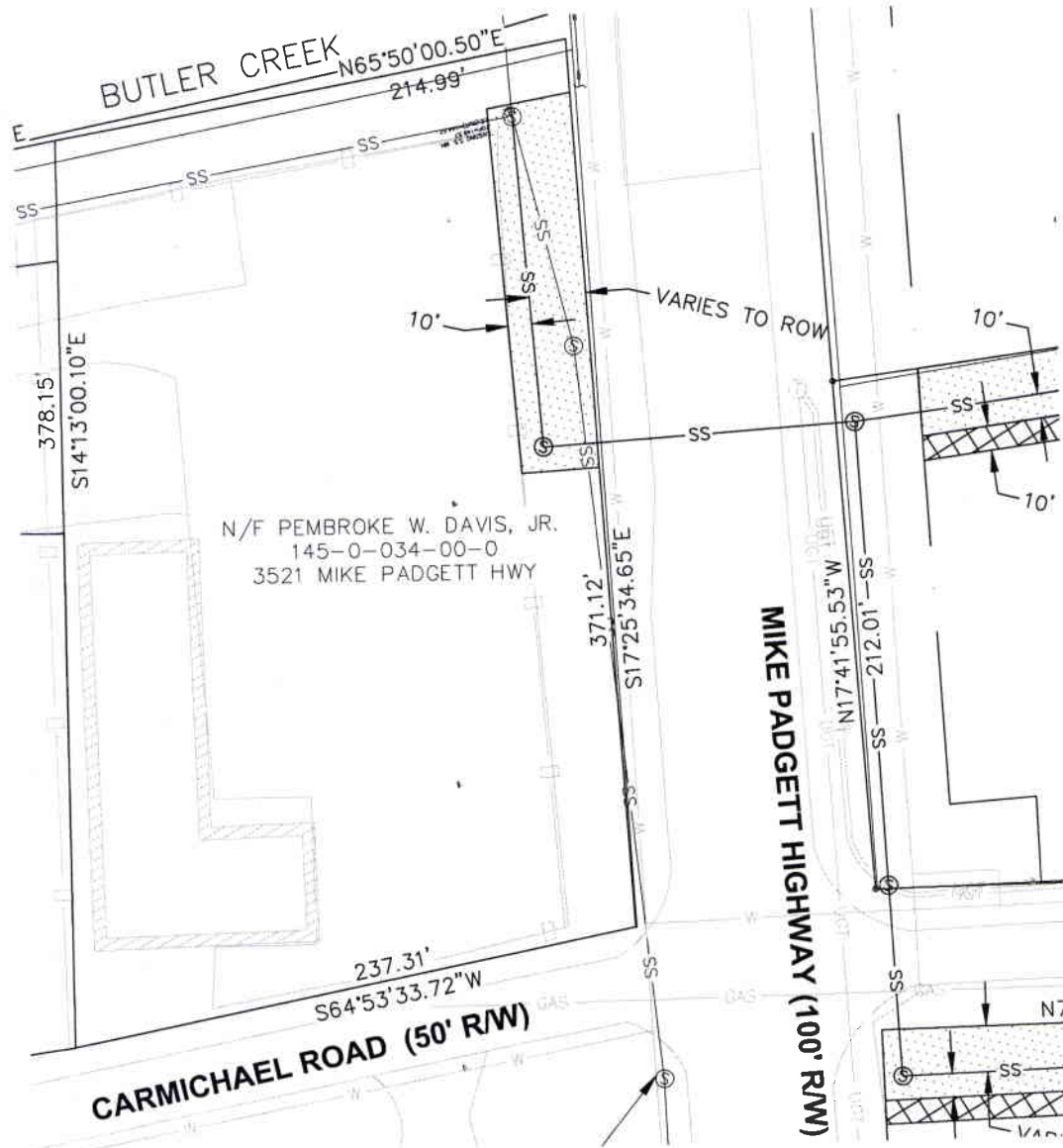
My Commission Expires: _____

Attest: _____
Clerk of Commission

(SEAL)

NOTES:

1. REFERENCE PLAT PREPARED BY STEVE BARGERON (RLS) FILED IN CABINET D, SLIDE 38, PLAT E OF THE AUGUSTA-RICHMOND COUNTY CLERK OF THE SUPERIOR COURT OFFICE.
2. THE INFORMATION SHOWN HAS BEEN COMPILED FROM THE ABOVE MENTIONED REFERENCE PLAT. NO FIELD SURVEY HAS BEEN PERFORMED BY THE AUGUSTA UTILITIES DEPARTMENT AS OF THIS DATE.
3. THE COMPILED MAP IS TO REFLECT THE LOCATION OF THE PROPOSED SANITARY SEWER LINE.
4. THE PROPERTY IS LOCATED IN THE 1660TH G.M.D.

**EASEMENT LEGEND**

 PERMANENT UTILITY EASEMENT -- 5,171 SQ FT

COMPILED EASEMENT MAP

PREPARED FOR

AUGUSTA UTILITIES DEPARTMENT

SHOWING UTILITY EASEMENTS TO BE ACQUIRED FROM PEMBROKE W. DAVIS, JR ON PROPERTY DESIGNATED AS REFERENCED ABOVE.

AUGUSTA, RICHMOND COUNTY, GEORGIA

SCALE: 1"=60' JANUARY 2012



GRAPHIC SCALE IN FEET

Augusta
GEORGIA

PREPARED BY
AUGUSTA UTILITIES DEPARTMENT
360 BAY STREET, SUITE 180
AUGUSTA, GA 30901

DRAWN BY J. MARSHALL
APPROVED BY J. DELAUGHTER

Item # 5

AUGUSTA, GEORGIA

EASEMENT DEED

PARCEL IDENTIFICATION NUMBER: 145-0-017-11-0 **ADDRESS:** 1817 Dixon Airline Road
PARCEL IDENTIFICATION NUMBER: 145-0-017-12-0 **ADDRESS:** 1813 Dixon Airline Road

THIS INDENTURE made and entered into this 5 day of March 2012, between **Beckie K. James/Elizabeth K. James**, hereinafter referred to as OWNER, and **Augusta, Georgia**, a political subdivision under the laws of Georgia, hereinafter referred to as AUGUSTA;

WITNESSETH, that Owner, for and in consideration of the sum of ONE DOLLAR (\$1.00) in hand and truly paid by Augusta at and before the sealing and delivery of these presents, and other valuable consideration, the receipt whereof is hereby acknowledged, has granted, bargained, sold, conveyed and confirmed, and by these presents does grant, bargain, sell, convey and confirm unto Augusta, its successors and assigns, an exclusive utility, access and maintenance easement, for the purpose of installing, utilizing and maintaining utility pipelines, in perpetuity under, across and through the hereinafter described parcels of land:

An exclusive permanent utility, maintenance and access easement of 10,789 square feet, more or less, for the purpose of laying, relaying, installing, adding, expanding, extending, operating, repairing and maintaining pipelines transporting and carrying utility services, as shown on a plat prepared by the Augusta Utilities Department, dated January 2012, attached hereto and made a part hereof, to which reference is made for a more accurate and complete description of the metes, bounds and courses.

Also a temporary construction easement of 3,603 square feet, more or less, as shown on said plat, is granted together with the right to dig such trenches in said parcel of land as may be necessary for this pipeline, to pile thereon the material excavated, and to haul and store pipe, supplies and equipment connected with the construction and maintenance thereof, over, along and across the said parcel of land. Said temporary easement shall expire at the completion and final acceptance of this pipeline by Augusta.

Owner does also grant, bargain, sell and convey unto Augusta, its successors and assigns, the right, but not the duty, to clear and to keep clear, all trees, undergrowth and other

obstructions from said permanent easement, along with the free right of ingress and egress to and from said permanent easement for this purpose and all other purposes stated herein.

Owner, her successors, heirs, assigns and legal representatives, after the completion of this Project, shall have the right to use said parcel of land in any manner not inconsistent or interfering with the rights herein granted, excluding, however, the right to plant thereon any trees that may interfere with the accessing, expanding, adding, laying, relaying, installing, extending, operating, repairing and maintaining of pipelines transporting and carrying public water services and the right to erect, construct or maintain thereon any buildings, structures, or other permanent improvements.

TO HAVE AND TO HOLD the aforesaid rights, ways, easements, privileges and appurtenances unto Augusta and its successors, in perpetuity.

And Owner, her successors, heirs, assigns and legal representatives shall and will forever warrant and defend unto Augusta, its successors and assigns, the rights, ways, easements privileges and appurtenances conveyed herein, against the claim of any person or persons claiming under or through Owner.

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

Signed, Sealed and Delivered in the presence of:

Keely Shield
WITNESS

By: Beckie K. James / Elizabeth K. James
Beckie K. James/Elizabeth K. James

James A. Howell
NOTARY PUBLIC

Columbia County, Georgia

My Commission Expires: 3.17.13

ACCEPTED BY:

AUGUSTA, GEORGIA

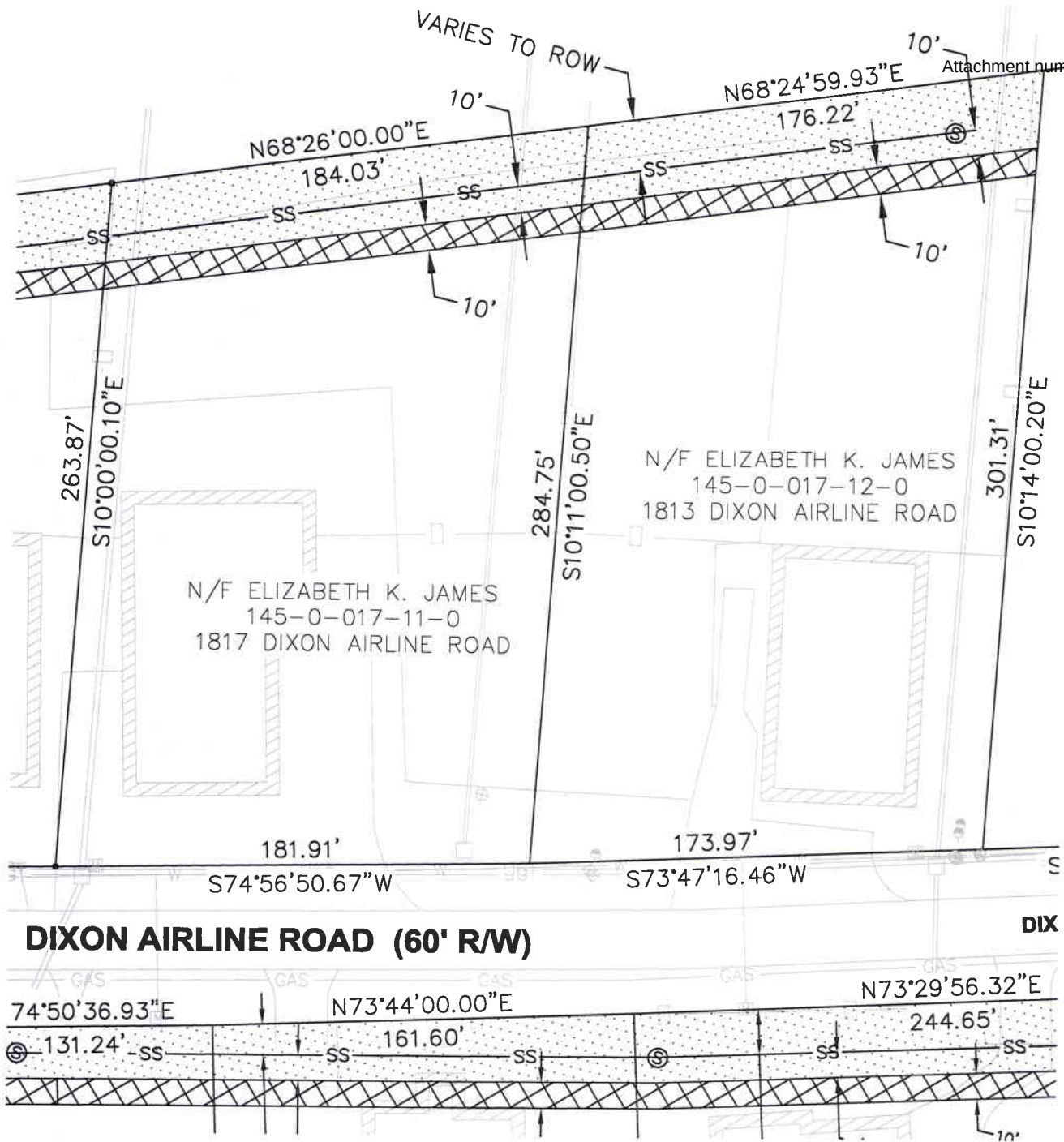
By: _____
David S. Copenhaver
As its Mayor

Attest: _____
Clerk of Commission

(SEAL)

NOTES:

1. REFERENCE PLAT PREPARED BY H. LAWSON GRAHAM & ASSOCIATES, INC. FILED IN CABINET D, SLIDE 40, PLAT Q OF THE AUGUSTA-RICHMOND COUNTY CLERK OF THE SUPERIOR COURT OFFICE.
2. THE INFORMATION SHOWN HAS BEEN COMPILED FROM THE ABOVE MENTIONED REFERENCE PLAT. NO FIELD SURVEY HAS BEEN PERFORMED BY THE AUGUSTA UTILITIES DEPARTMENT AS OF THIS DATE.
3. THE COMPILED MAP IS TO REFLECT THE LOCATION OF THE PROPOSED SANITARY SEWER LINE.
4. THE PROPERTY IS LOCATED IN THE 86TH G.M.D.



EASEMENT LEGEND



PERMANENT UTILITY EASEMENT - 10,789 SQ FT



TEMPORARY CONSTRUCTION EASEMENT - 3,603 SQ FT

COMPILED EASEMENT MAP

PREPARED FOR

AUGUSTA UTILITIES DEPARTMENT

SHOWING UTILITY EASEMENTS TO BE ACQUIRED FROM ELIZABETH K. JAMES ON PROPERTY DESIGNATED AS REFERENCED ABOVE.

AUGUSTA, RICHMOND COUNTY, GEORGIA

SCALE: 1"=60' JANUARY 2012



GRAPHIC SCALE IN FEET



PREPARED BY
AUGUSTA UTILITIES DEPARTMENT
360 BAY STREET, SUITE 180
AUGUSTA, GA 30901

DRAWN BY J.MARSHALL
APPROVED BY J.DELAUGHTER

AUGUSTA, GEORGIA

EASEMENT DEED

PARCEL IDENTIFICATION NUMBER: 145-0-017-04-0 **ADDRESS:** 1825 Dixon Airline Road

THIS INDENTURE made and entered into this 5 day of MARCH 2012, between **Lynnette K. Reyes**, hereinafter referred to as OWNER, and **Augusta, Georgia**, a political subdivision under the laws of Georgia, hereinafter referred to as AUGUSTA;

WITNESSETH, that Owner, for and in consideration of the sum of ONE DOLLAR (\$1.00) in hand and truly paid by Augusta at and before the sealing and delivery of these presents, and other valuable consideration, the receipt whereof is hereby acknowledged, has granted, bargained, sold, conveyed and confirmed, and by these presents does grant, bargain, sell, convey and confirm unto Augusta, its successors and assigns, an exclusive utility, access and maintenance easement, for the purpose of installing, utilizing and maintaining utility pipelines, in perpetuity under, across and through the hereinafter described parcels of land:

An exclusive permanent utility, maintenance and access easement of 11,493 square feet, more or less, for the purpose of laying, relaying, installing, adding, expanding, extending, operating, repairing and maintaining pipelines transporting and carrying utility services, as shown on a plat prepared by the Augusta Utilities Department, dated January 2012, attached hereto and made a part hereof, to which reference is made for a more accurate and complete description of the metes, bounds and courses.

Also a temporary construction easement of 3,945 square feet, more or less, as shown on said plat, is granted together with the right to dig such trenches in said parcel of land as may be necessary for this pipeline, to pile thereon the material excavated, and to haul and store pipe, supplies and equipment connected with the construction and maintenance thereof, over, along and across the said parcel of land. Said temporary easement shall expire at the completion and final acceptance of this pipeline by Augusta.

Owner does also grant, bargain, sell and convey unto Augusta, its successors and assigns, the right, but not the duty, to clear and to keep clear, all trees, undergrowth and other

obstructions from said permanent easement, along with the free right of ingress and egress to and from said permanent easement for this purpose and all other purposes stated herein.

Owner, her successors, heirs, assigns and legal representatives, after the completion of this Project, shall have the right to use said parcel of land in any manner not inconsistent or interfering with the rights herein granted, excluding, however, the right to plant thereon any trees that may interfere with the accessing, expanding, adding, laying, relaying, installing, extending, operating, repairing and maintaining of pipelines transporting and carrying public water services and the right to erect, construct or maintain thereon any buildings, structures, or other permanent improvements.

TO HAVE AND TO HOLD the aforesaid rights, ways, easements, privileges and appurtenances unto Augusta and its successors, in perpetuity.

And Owner, her successors, heirs, assigns and legal representatives shall and will forever warrant and defend unto Augusta, its successors and assigns, the rights, ways, easements privileges and appurtenances conveyed herein, against the claim of any person or persons claiming under or through Owner.

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

Signed, Sealed and Delivered in the presence of:

Kelly Shields
WITNESS

By: Lynnette K. Reyes
Lynnette K. Reyes

Janice Harrell
NOTARY PUBLIC

Columbia County, Georgia

My Commission Expires: 3-17-13

ACCEPTED BY:

AUGUSTA, GEORGIA

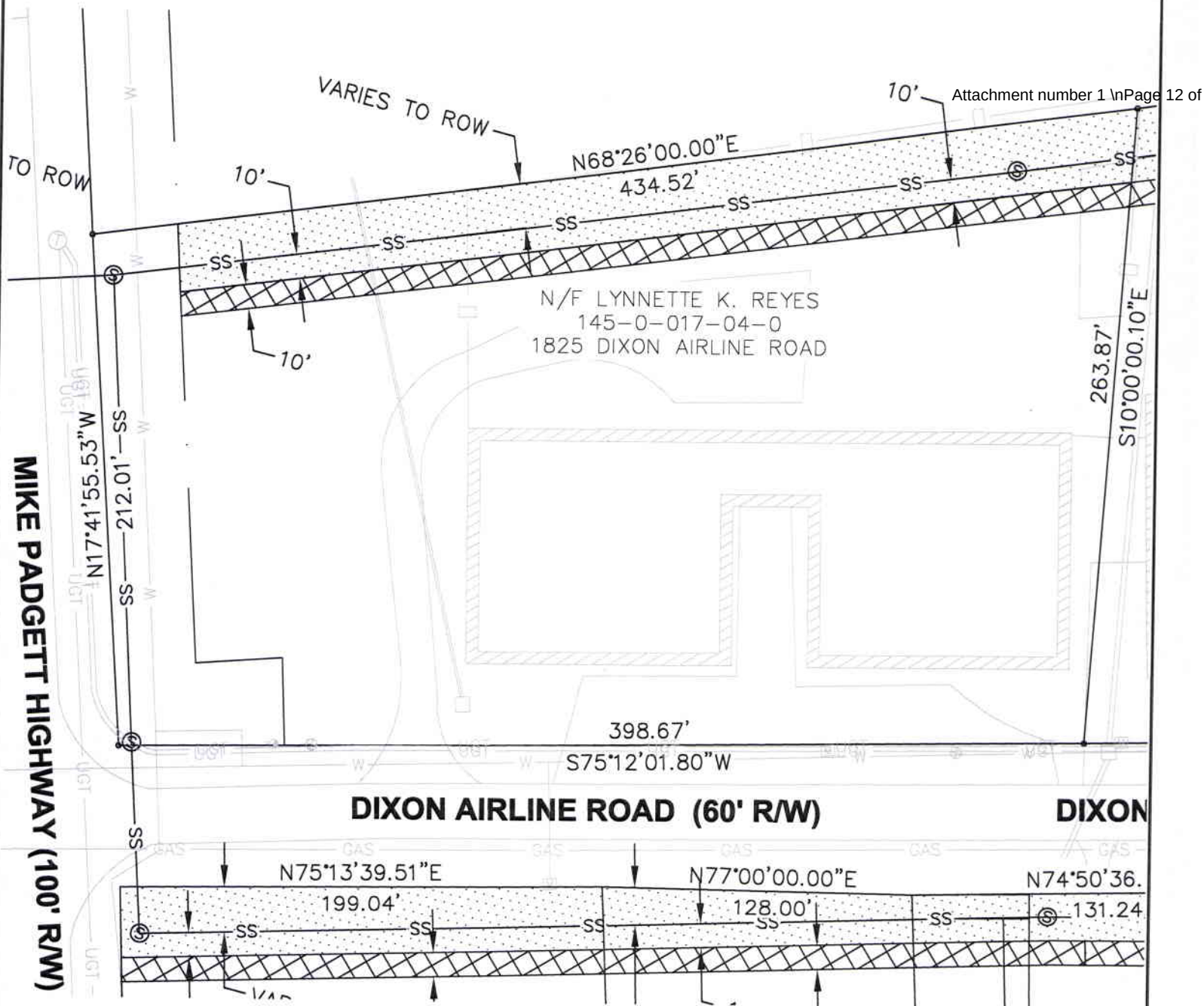
By: _____
David S. Copenhaver
As its Mayor

Attest: _____
Clerk of Commission

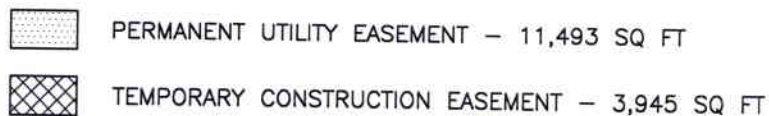
(SEAL)

NOTES:

1. REFERENCE PLAT PREPARED BY H. LAWSON GRAHAM & ASSOCIATES, INC. FILED IN CABINET D, SLIDE 40, PLAT Q OF THE AUGUSTA-RICHMOND COUNTY CLERK OF THE SUPERIOR COURT OFFICE.
2. THE INFORMATION SHOWN HAS BEEN COMPILED FROM THE ABOVE MENTIONED REFERENCE PLAT. NO FIELD SURVEY HAS BEEN PERFORMED BY THE AUGUSTA UTILITIES DEPARTMENT AS OF THIS DATE.
3. THE COMPILED MAP IS TO REFLECT THE LOCATION OF THE PROPOSED SANITARY SEWER LINE.
4. THE PROPERTY IS LOCATED IN THE 86TH G.M.D.



EASEMENT LEGEND



COMPILED EASEMENT MAP

PREPARED FOR

AUGUSTA UTILITIES DEPARTMENT

SHOWING UTILITY EASEMENTS TO BE ACQUIRED FROM LYNETTE K. REYES ON
PROPERTY DESIGNATED AS REFERENCED ABOVE.

AUGUSTA, RICHMOND COUNTY, GEORGIA

SCALE: 1"=60' JANUARY 2012



GRAPHIC SCALE IN FEET



PREPARED BY
AUGUSTA UTILITIES DEPARTMENT
360 BAY STREET, SUITE 180
AUGUSTA, GA 30501

DRAWN BY J.MARSHALL
APPROVED BY J.DELAUGHTER



Engineering Services Committee Meeting
5/7/2012 1:00 PM
Golf Course Water Rates

Department: Utilities

Caption: Consider Proposal for Golf Course Water Rates.

Background: In 2011, the Engineering Services Committee asked Augusta Utilities to develop a comprehensive plan for the billing of golf courses using treated water for irrigation. Currently, three golf courses use treated water for irrigation, Forest Hills, The Patch and First Tee. Forest Hills pays \$143 per month regardless of usage, The Patch pays \$275/month regardless of usage and First Tee pays standard commercial rates. No documentation has been found as to the basis for Forest Hills' rate, and The Patch's rate is contained in their lease, the duration of which was for seven years from execution.

Analysis: A plan has been developed to convert an older 18" distribution line to a raw water line. The 18" line was made redundant with the construction of a 36" transmission line several years ago. This line traverses the intersection of Wrightsboro and Damascus Roads, and is adjacent to both Forest Hills and First Tee. Based on our preliminary design, this conversion can be made without significant cost, although detailed engineering must still be accomplished. Once raw water is available at the boundaries of the two courses, each golf course would need to construct the necessary infrastructure to connect to the raw water feed. It is not known what the cost may be to the golf courses. In 2003, Augusta Utilities proposed to establish a raw water rate for raw water customers at \$0.35 per 1000 gallons. This proposal was not acted on by the Committee. As part of our ongoing rate study, our consultant will be developing the cost to deliver raw water. Current raw water customers are as follows: Augusta National: By virtue of our lease for the property on which the Berckmans Road elevated tank is sited, Augusta National has rights to raw water for \$50 per month, although they have been paying \$143 per month as far back as records are available. Augusta Country Club: When the easement for the 60" raw water line was secured in 1999 from the Augusta Country Club, the lease contained the following language: "In the future, should the party of the second part (the City) place meters on its raw water lines and begin charging users (the City) place meters on its raw water lines and begin charging users

Cover Memo
Item # 6

thereof based on the amount of raw water used, the parties hereto shall negotiate in good faith to establish a fair and equitable rate for such raw water with due consideration being given to this agreement and the rates established for other users of raw water. Westover Cemetery: Our easement crossing the Westover property contains similar language regarding a negotiated raw water rate.

Financial Impact: The Commission must consider whether to implement a uniform raw water rate for raw water customers.

Alternatives: The Commission could elect to leave billing arrangements as they have been in the past.

Recommendation: We recommend that a uniform raw water rate be developed for raw water customers other than the Augusta National, and that the infrastructure necessary to provide raw water to Forest Hills and First Tee be designed and constructed. As we do not yet have a proposed raw water rate from our rate consultant, we propose that current billing arrangements be continued until such a rate is developed and we have had discussions with our current and proposed raw water customers. Also, the proposed raw water customers should be given adequate time to plan, budget and construct any improvements necessary within their irrigation systems. We feel that it would be reasonable to offer First Tee an irrigation rate consistent with other users until such time as a permanent plan can be implemented.

**Funds are Available
in the Following
Accounts:** None at this time.

REVIEWED AND APPROVED BY:

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



Engineering Services Committee Meeting
5/7/2012 1:00 PM
Goodwill Cost Sharing Agreement

Department:	Utilities
Caption:	Consider Cost Sharing Agreement for Utility Work related to Goodwill Expansion.
Background:	Goodwill Industries, located at the corner of Washington and Fury's Ferry Roads, is undergoing a major expansion that requires utility relocation. These utilities serve other customers beyond Goodwill. Goodwill has requested that Augusta Utilities share the cost of relocation for this reason.
Analysis:	This situation arises from a relatively rare arrangement whereby we have customers being served through an otherwise private utility system. The relocated utilities were constructed to Augusta Utilities specifications and will be deeded to the City.
Financial Impact:	We provided materials for the relocation from our stock. Taking the value of this material into consideration, we would reimburse Goodwill an additional \$10,018.61 to effect a 50/50 cost sharing arrangement.
Alternatives:	The Commission could elect not to reimburse the additional \$10,018.61.
Recommendation:	We recommend that the reimbursement of \$10,108.61 be approved as this relocation serves as an improvement to our system and a benefit to other customers.
Funds are Available in the Following Accounts:	Funds are available in 507043410-5425110/81100015-5425110

REVIEWED AND APPROVED BY:

Cover Memo

Item # 7

Finance.
Procurement.
Law.
Administrator.
Clerk of Commission



Engineering Services Committee Meeting

5/7/2012 1:00 PM

Highland Avenue Water Treatment Plant Filter Building Roofing/ HVAC Upgrades

Department: Augusta Utilities

Caption: Motion to award a contract modification to Roof Professionals, Inc. for additional roofing and HVAC upgrades at the Highland Avenue Water Treatment Filter Plant (HAWTP) complex in the amount of \$58,395.

Background: The scope of this additional construction consists of the removal and replacement of 8 existing gas unit heaters and 1 air conditioner unit in the HAWTP Filter Building. The existing gas heaters and air conditioner units are old and inefficient. Their replacement, due to the exhaust system, needs to be coordinated with the roofing installation. The additional work also includes replacing the roofing of another smaller building located at the HAWTP complex. The existing roof on the building is leaking and needs to be replaced as soon as possible.

Analysis: The Augusta Utilities Department evaluated Roof Professionals, Inc. proposal for the replacement of the heating and air conditioning systems, as well as the roof replacement of the smaller building located at the Highland Avenue Water Treatment Plant. The proposal is considered fair and reasonable to accomplish the task.

Financial Impact: The amount submitted for the tasks described is \$58,395.00 and the funds are available from the following account: 506043520-5413120

Alternatives: Reject the proposal for the heating and air conditioner replacement, which would leave the failing existing units in place. Also, rejection would leave the existing leaking roof in place.

Recommendation: To award a contract modification to Roof Professionals, Inc. to replace the heating and air conditioning systems as well as the additional roof replacement at the Highland Avenue Water Treatment Filter Plant in the amount of \$58,395.

Cover Memo

Item # 8

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

\$58,395 from account 506043520-5413120

REVIEWED AND APPROVED BY:

Finance.

Procurement.

Law.

Administrator.

Clerk of Commission



1810 E WYLDs ROAD
 AUGUSTA, GA 30909
 PHONE: (706) 945-0101
 FAX: (706) 945-0102
 www.rpiaugusta.com

April 6, 2012

Augusta Utilities
 Mr. Wesley Martin
 Bay Street
 Augusta, GA. 30901

Re: **Highland Ave. Water Filtration Building**
Augusta, Georgia

Mr. Martin,

Please accept the following proposal for the following scope of work described below. This proposal is based on the use of Standard AIA Contract Documents between the Owner and Contractor.

Top Floor Heaters

- 1) Remove and dispose of 4 gas unit heaters.
- 2) Furnish and install 4 new Reznor 400,000 BTU gas unit heaters.
- 3) Do necessary gas, flu, and electrical to adapt new heaters to existing conditions.
- 4) Furnish and install new thermostats for heaters.
- 5) There will be a 1 year warranty on labor, 5 years on parts, and 20 years on the heat exchanger.

Bottom Floor Heaters

- 1) Remove and dispose of 4 gas unit heaters.
- 2) Furnish and install 2 new Reznor 75,000 BTU gas unit heaters.
- 3) Furnish and install 2 new Reznor 125,000 BTU gas unit heaters.
- 4) Do necessary gas, flu, and electrical to adapt new heaters to existing conditions.
- 5) Furnish and install new thermostats for heaters.
- 6) There will be a 1 year warranty on labor, 5 years on parts, and 20 years on the heat exchanger.

Air Conditioning System

- 1) Remove and properly dispose of existing A/C system.
- 2) To re-use electrical strips.
- 3) To install a new 10 ton split pump system.
- 4) To install new refrigerant lines.
- 5) To install new programmable thermostat with new control wiring.
- 6) There will be a 1 year warranty on labor and 5 year on parts.

Base Price	<u>Forty Eight Thousand Four Hundred Thirty Dollars</u>	\$48,430.00
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Note: Because of market fluctuations, the prices of these products are subject to sudden, significant changes and firm prices cannot be obtained from suppliers. Roofing Professionals, Inc. shall perform the work described herein at the price quoted provided that in the event of an increase in the price of these components charged to the contractor subsequent to making this proposal/contract, the price set forth in this proposal/contract shall be increased to reflect the additional cost to the contractor. Roofing Professionals, Inc. will submit written documentation of the increased charges.

Note: This proposal is valid for 30 days from the date of this proposal.

Thank you for the opportunity to quote this job. We look forward to discussing our proposal with you.

Best regards,

Mike Reynolds

Office 706-945-0101

Fax 706-945-0102

Cell 706-832-7502



1810 E WYLDs ROAD
AUGUSTA, GA 30909
PHONE: (706) 945-0101
FAX: (706) 945-0102
www.rpiaugusta.com

April 4, 2012

Augusta Utilities
Mr. Wesley Martin
Bay Street
Augusta, GA. 30901

**Re: Highland Ave. Water Filtration Building (Shingle roof)
Augusta, Georgia**

Mr. Martin,

Please accept the following proposal for the roofing and sheet metal work on the referenced building. Our proposal is based on field evaluation and measurements. RPI will furnish all material, labor, safety equipment and lifting and hoisting equipment to complete the scope of work described below. This proposal is based on the use of Standard AIA Contract Documents between the Owner and Contractor.

1. Remove existing three tab shingles and felt and dispose of properly.
2. Remove existing fascia trim and dispose of properly.
3. Furnish and Install 30# felt attached to the deck.
4. Furnish and Install new 3 tab shingles (Standard Colors).
5. Furnish and install new metal fascia trim.
6. Furnish and Install new 2x6 fascia board as needed in deteriorated areas.
7. Furnish and Install new VTR boots.
8. Furnish manufactures warranty.
9. Furnish contractors standard 1 year warranty.

Price: \$9,965.00.00 ... Nine Thousand Nine Hundred Sixty Five Dollars

Exclusions: Furring, Decking, Fascia Boards (except as related to scope), Through Wall Flashings, All Masonry Flashings, Louvers, Batt, Blanket, Board and Sprayed Insulation, Wood Blocking, Wood and Gypsum Sheathing, Framing and Sub-Framing, Testing, Mechanical Curbs or Stands, Window Flashings,

Note: The roofing industry is currently experiencing price volatility with metal, insulation, tile, and asphalt based products. Because of market fluctuations, the prices of these products are subject to sudden, significant changes and firm prices cannot be obtained from suppliers. Roofing Professionals, Inc. shall perform the work described herein at the price quoted provided that in the event of an increase in the price of these components charged to the contractor subsequent to making this proposal/contract, the price set forth in this proposal/contract shall be increased to reflect the additional cost to the contractor. Roofing Professionals, Inc. will submit written documentation of the increased charges.

Note: This proposal is valid for 30 days from the date of this proposal.

Thank you for the opportunity to quote this job. We look forward to discussing our proposal with you.

Best regards,

Mike Reynolds

Office 706-945-0101

Fax 706-945-0102

Cell 706-832-7502



Engineering Services Committee Meeting

5/7/2012 1:00 PM

ICU-0068 Fort Gordon Gate 4 Water Main & Pumping Station Project Parcel: 138-0-014-00-0 (4010 Deans Bridge Road)

Department: Law

Caption: Motion to approve the acquiring of a parcel or tract of property in fee simple located at 4010 Deans Bridge Road for a purchase price of \$37,000.00, as more fully described in the Sales Option between Southeastern Paralyzed Veterans of America f/k/a Georgia Carolina Paralyzed Veterans Association, Inc., as owner, and Augusta, Georgia, as optionee, attached as Exhibit A, in connection with the Fort Gordon Gate 4 Water Main and Pumping Station Project, as well as the acquiring of a 5,224 sq. ft. temporary construction easement. Said temporary easement will revert to owner upon completion, testing and acceptance of the public sanitary sewer.

Background: The property owner has agreed to convey a certain right-of-way and easement to Augusta, Georgia, for the Fort Gordon project.

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

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

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

Recommendation: Approve the motion to purchase the referenced property.

Funds are Available in the Following Accounts: FUNDS AVAILABLE IN THE FOLLOWING ACCOUNT(S):
507043410-5411120 88880068-5411120

REVIEWED AND APPROVED BY:

Cover Memo

Item # 9

Finance.
Law.
Administrator.
Clerk of Commission

AGENDA ITEM

DATE: April 26, 2012

TO: The Honorable David S. Copenhaver, Mayor
Members of the Commission

FROM: James T. Plunkett, Esq. 

THROUGH: Andrew MacKenzie, General Counsel

SUBJECT: ICU-0068 Fort Gordon Gate 4 Water Main and Pumping Station Project
Parcel: 138-0-014-00-0 (4010 Deans Bridge Road)

CAPTION: Motion to approve the acquiring of a parcel or tract of property in fee simple located at 4010 Deans Bridge Road for a purchase price of \$37,000.00, as more fully described in the Sales Option between Southeastern Paralyzed Veterans of America f/k/a Georgia Carolina Paralyzed Veterans Association, Inc., as owner, and Augusta, Georgia, as optionee, attached as Exhibit A, in connection with the Fort Gordon Gate 4 Water Main and Pumping Station Project, as well as the acquiring of a 5,224 sq. ft. temporary construction easement. Said temporary easement will revert to owner upon completion, testing and acceptance of the public sanitary sewer.

BACKGROUND: The property owner has agreed to convey a certain right-of-way and easement to Augusta, Georgia, for the Fort Gordon project.

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

FINANCIAL IMPACT: The costs necessary for this purchase will be covered under the project budget.

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

RECOMMENDATION: Approve the motion to purchase the referenced property.

Agenda Item
April 26, 2012
Page 2 of 2
RE: Fort Gordon Gate 4 Water Main and Pumping Station Project

AGENDA DATE: Engineering Services Committee: _____

Commission: _____

DEPARTMENT DIRECTOR:

**FUNDS AVAILABLE IN THE
FOLLOWING ACCOUNT(S):**

507043410-5411120

88880068-5411120

ADMINISTRATOR:

DATED:

FINANCE COMMITTEE ACTION: _____

AUGUSTA, GEORGIA SALES OPTION

PROJECT: ICU-0068 Fort Gordon Gate 4 Water Main and Pumping Station
Augusta Utilities Department

PARCEL IDENTIFICATION NUMBER: 138-0-014-00-0 **ADDRESS:** 4010 Deans Bridge Road

THIS INDENTURE made and entered into this ____ day of _____ 2012, between **SOUTHEASTERN PARALYZED VETERANS OF AMERICA f/k/a Georgia Carolina Paralyzed Veterans Association, Inc.**, hereinafter referred to as OWNER, and **AUGUSTA, GEORGIA**, a political subdivision under the laws of Georgia, hereinafter referred to as AUGUSTA;

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

If AUGUSTA shall, within one hundred and eighty (180) days from the date first written above, pay the sum of **\$37,000.00**, the OWNER agrees to execute and deliver to AUGUSTA parcel, or fact, of property, in fee simple, described as:

All that parcel, or tract, of land being located in Augusta-Richmond County, Georgia, beginning at a concrete marker on the western right-of-way of Willis Foreman Road and traveling N88°02'03"W for a distance of 200.72 feet to a #4 rebar, thence turning and traveling N01°57'57"E for a distance of 100.00 feet to a #4 rebar, thence turning and traveling S88°02'03"E for a distance of 123.76 feet to a #4 rebar, thence turning and traveling S35°36'56"E for a distance of 126.18 feet back to the point of beginning. Said parcel is shown as "Parcel B", on a plat prepared by George L. Godman & Associates, dated January 18, 2012, attached hereto and made a part hereof, to which reference is made for a more accurate and complete description of the metes, bounds and courses.

ALSO 5,224 square feet of temporary construction easement, as shown on said plat. Said temporary easement will revert to Owner, upon the completion, testing and acceptance of the public sanitary sewer, by Augusta, which will be constructed in conjunction with this project.

AUGUSTA does agree that, in addition to the sum written above, it will decommission the septic tank of the Owner's brick building, which is located on the parcel known as 138-0-010-00-0/4010 Deans Bridge Road, and connect said building into the public sanitary sewer system, which will be constructed in conjunction with the Gate 4 project. Decommission will include pumping and filling the septic tank, installing the Owner's private service line between said building and the lateral line, and connecting the private service line to the lateral line. This will be done at the sole cost and expense of AUGUSTA. Upon completion, the private service line will belong to, and be the responsibility of, Owner.

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

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

Signed, Sealed and Delivered in the presence of:

SOUTHEASTERN PARALYZED VETERANS OF AMERICA

Jennifer Windham
WITNESS

Home Cole

Printed Name: Home Cole

As Its: President

April R. Myers
NOTARY PUBLIC
Columbia County, State of GA

My commission expires: 10.20.2015

April R. Myers
NOTARY PUBLIC
Columbia County, GEORGIA

Attest: _____

Printed Name: _____

As Its: _____

Accepted by:

AUGUSTA, GEORGIA

Administrator

Date



Engineering Services Committee Meeting
5/7/2012 1:00 PM
Marvin Griffin-Transmission Facility Relocation

Department: Engineering Department-Abie L. Ladson, P.E., CPESC, Director

Caption: Approve entering into an agreement with Georgia Power, stating that the City of Augusta will pay for the Transmission Facility Relocation Costs on the Marvin Griffin Road Project in accordance with the estimate totaling \$160,370.00, Change Number Four, CPB# 323-041110-296823603. Also, approve the two Utility Relocation Agreements to be executed by the City of Augusta Legal Counsel and the Mayor and approve payment upon completion of the work as requested by Augusta Engineering Department.

Background: On October 16, 2001, the Augusta Commission approved \$3,467,000.00 to be funded from Sales Tax for the Marvin Griffin Road Project. The project will widen the road to four lanes including turn lanes where needed.

Analysis: The Marvin Griffin Road Project will require that Georgia Power Company relocate some transmission facilities, and we would be required to enter into an agreement that we will pay the estimated amount of \$160,370.00. This is a cost that is required to be paid by the City of Augusta because of our project.

Financial Impact: Georgia Power has advised the cost is \$160,370.00. Funding is available in the project contingency account to be transferred to the project utility account 323-041110-54.14510/296823603-54.14510.

Alternatives: 1) Approve entering into an agreement with Georgia Power, stating that the City of Augusta will pay for the Transmission Facility Relocation Costs on the Marvin Griffin Road Project in accordance with the estimate totaling \$160,370.00, Change Number Four, CPB# 323-041110-296823603. Also, approve the two Utility Relocation Agreements to be executed by the City of Augusta Legal Counsel and the Mayor, and approve payment upon completion of the work as requested by Augusta Engineering Department. 2) Do not approve and eliminate the necessity of moving transmission lines and stall or eliminate the

project.

Recommendation: Approve Alternative Number One

**Funds are Available
in the Following
Accounts:** 323-041110-54.14510/296823603-54.14510

REVIEWED AND APPROVED BY:

Finance.

Law.

Administrator.

Clerk of Commission

Augusta-Richmond County, Georgia

CPB#323-041110-296823603

**CAPITAL PROJECT BUDGET
MARVIN GRIFFIN ROAD
(S.R. 56 to S.R. 56 Spur)
CHANGE NUMBER FOUR**

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

Section 1: The project is authorized to CPB#323-041110-296823603. This project is for an Agreement with Georgia Power for the Transmission Facility Relocation Costs in the amount of \$160,370.00 to be funded from the project contingency account transferred to the Utility account for the AED.

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

Special 1% Sales Tax, Phase II	\$	2,091,400
Special 1% Sales Tax, Phase III	\$	1,375,600
Augusta Utilities	\$	36,230
	\$	3,503,230

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

By Basin		By District	
Rocky, Butler & Pinzy Swamp	\$ 3,503,230	1st & 2nd	\$ 3,503,230

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

Adopted this _____ day of _____.

Approved

Honorable Deke Copenhaver, Mayor

Original-Commission Council Office
Copy-Engineering Department
Copy-Finance Department
Copy-Procurement Department

Augusta-Richmond County, Georgia

CPB#323-041110-296823603

**CAPITAL PROJECT BUDGET
MARVIN GRIFFIN ROAD
(S.R. 56 to S.R. 56 Spur)
CHANGE NUMBER FOUR**

<u>SOURCE OF FUNDS</u>	<u>CPB AMOUNT CPB</u>	<u>CPB CHANGE</u>	<u>NEW CPB</u>
SPECIAL 1% SALES TAX, PHASE III			
323-041110-0000000-000000000	(\$1,375,600)		(\$1,375,600)
322-041110-0000000-000000000	(\$2,091,400)		(\$2,091,400)
507043410-5212115-809000030	(\$36,230)		(\$36,230)
TOTAL SOURCES:	(\$3,503,230)		(\$3,503,230)

USE OF FUNDS

ADVERTISING			
323-041110-5233119-296823603	\$2,000		\$2,000
ENGINEERING			
323-041110-5212115-296823603	\$237,280		\$237,280
RIGHT OF WAY			
323-041110-5411120-296823603	\$150,000		\$150,000
RAILROAD PERMIT			
323-041110-5414610-296823603	\$30,000		\$30,000
CONSTRUCTION			
323-041110-5414110-296823603	\$2,850,000		\$2,850,000
UTILITY RELOCATION			
323-041110-5414510-296823603		\$160,370	\$160,370
AUGUSTA UTILITIES			
507043410-5212115-809000030			
OTHER FUNDING \$36,230			
CONTINGENCY			
323-041110-6011110-296823603	\$233,950	(\$160,370)	\$73,580
TOTAL USES:	\$3,503,230	\$0	\$3,503,230

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UTILITY RELOCATION AGREEMENTProject Name: **Marvin Griffin Road Improvements**Project Number: **323-04-296823603**PI#: **L2588**

City of "Augusta"

TRANSMISSION FACILITY RELOCATION

This AGREEMENT, made and entered into as of the _____ day of _____, 20____, by and between the City of Augusta, State of Georgia (hereinafter referred to as the "City"), and GEORGIA POWER COMPANY (hereinafter referred to as the "Company"). This Agreement may refer to either City or Company, or both, as a "Party" or "Parties."

This Relocation Estimate is valid for 1 year from the date submitted and may be void if GPC and "City/County" have not executed this Agreement within 1 year.

WITNESSETH:

WHEREAS, the City proposes under the above written Project to construct the "Marvin Griffin Road Improvements" (Hereinafter referred to as the "Project"); and

WHEREAS, due to the construction of this Project, it will become necessary for the Company to remove, relocate, or make certain adjustments to the Company's existing facilities (facilities includes electrical and communications facilities and is referred to herein collectively as the "Facilities" or the "Facility"), in accordance with the estimate **One Hundred Sixty Thousand, Three Hundred Seventy** dollars (\$160,370) (the "Estimate"), a copy of which estimate is attached hereto, and incorporated into this Agreement as Exhibit "A". The Estimate is limited: (a) to the costs of removing, relocating or adjusting those Facilities, which are physically in place and in conflict with the proposed construction and/or maintenance, (b) where replacement is necessary, to the costs of replacement in kind and such cost excludes the proportion of the costs representing improvement or betterment in a Facility, except to the extent that such improvement or betterment is made necessary by the construction and/or maintenance, and (c) to the costs incurred in acquiring additional easements or private rights of way, including, without limitation, easements for lines, access, tree trimming, guy wires, anchors and other devices, appliances and other equipment, and any and all other such easements and property rights as may be reasonably necessary for the Company's installation, operation and maintenance of its Facilities. The proportion of the costs representing improvement or betterment in a Facility while excluded from the Estimate, except to the extent that such improvement or betterment is made necessary by the construction and/or maintenance, shall be shown on the Estimate; and

WHEREAS, the Company has presented evidence to the City that it contends supports its claim that it acquired property interests and utilized such property interests for the placement of its Facilities prior in time to acquisition of the road right of way(s), all as involved in said Project; and

WHEREAS, the City agrees to bear eighty three point six tenths percent (83.6%) of the actual costs of said relocation expenses, which is estimated to be **One Hundred Sixty Thousand, Three Hundred Seventy** dollars (\$160,370), subject to the City's reasonable approval (not to be unreasonably withheld) of the evidence presented by the Company supporting its claim for prior rights, which may include any documents or information demonstrating the location of the Facilities in relationship to those property interests, the relationship of those property interests to current and previous road right-of-way, and any other information or documents reasonably required by the City to verify the Company's claim, and subject to further City's reasonable approval (not to be unreasonably withheld) should actual expenses exceed the Estimate; and

WHEREAS, the City will use its best efforts to make a determination regarding the Company's claim for prior rights prior to the Company being required to commence the removal, relocation, or adjustment of its Facilities, and shall provide its determination in writing along with the written support for any such determination. If the City determines that the Company's presented information is insufficient to make a determination, the City will provide the Company the basis for such insufficiency, and request that the Company provide additional information. If a determination, however, cannot be made prior to the time the Company's Facilities need to be removed, relocated, or adjusted in order for the Project not to be delayed (provided that the City certifies in writing to the Company that such Project is time-sensitive due to construction scheduling with the possibility of damages for

delay, safety concerns, or critical funding deadlines), the Company will remove, relocate, or adjust its Facilities without a determination having been made and neither Party's rights, claims, or defenses with regard to the issue of property interests, compensable interest or prior rights will be waived or affected in any manner. In such instance, the City will make such determination regarding the Company's claim for prior rights no later than six (6) months from the date of City's receipt of information sufficient for the City to make a determination (which determination shall be in writing accompanied by written support) or otherwise the Company's claim for prior rights will be deemed approved by the City.

NOW, THEREFORE, in consideration of the promises and the mutual covenants of the Parties hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged by the Parties, it is agreed:

Section 1. The Company, with its regular construction or maintenance crews and personnel, at its standard schedule of wages and working hours (as may be applicable from time to time during this Agreement), and working in accordance with the terms of its agreements with such employees, will make such changes in its Facilities as previously agreed upon with the City. The Company may elect to contract any portion of the work contemplated.

Section 2. Prior to the Company commencing any of its removal, relocation or adjustment work, including obtaining any easements, City will provide written assurances (including information on the property rights acquired) to Company that it has acquired the necessary new road right-of-way.

Section 3. Upon the completion by the Company of the work contemplated herein, the City will pay the Company a sum equal to the lesser of **One Hundred** percent (100%) of: (a) the Company's actual cost of the total Project relocation expenses or (b) the Estimate, subject to the reasonable acceptance by the City (not to be unreasonably withheld) of the evidence presented by the Company supporting its claim for prior rights. Pursuant to the Franchise Agreement (as defined below), in particular its Sections 4 and 8, the Company will exercise its rights to have the City pay the Company its relocation costs associated with this Project.

Section 4. The City will neither be bound to pay any costs related to the Facilities' removal, relocation, or adjustment which are in excess of the reimbursable portion of the Estimate, nor for any items of relocation work not provided for in said Estimate, except as shall be specifically approved in writing by the City. In the event there is a change in the Project, including, without limitation, a change in scope, design, plans, service, property interests to be acquired or engineering, due to events or circumstances beyond Company's reasonable control, Company will notify City of such change and the Parties will negotiate in good faith a mutually agreeable agreement or amendment to this Agreement to address such change.

Section 5. The recitals set forth in the Whereas clauses of this Agreement are a material part of this Agreement and binding upon the Parties hereto.

Section 6. The Company shall make a reasonable effort to provide signing and other traffic control measures during construction as contemplated under this Agreement in accordance with PART VI of the U. S. Department of Transportation Manual on Uniform Traffic Control Devices, current edition, all at the expense of the City.

Section 7. The covenants herein contained, including the covenants contained in the "Whereas" clauses hereto, shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the Parties hereto.

Section 8. It is mutually agreed between the Parties hereto that this Agreement shall be deemed to have been executed in Georgia.

Section 9.

- 9.1 The Parties agree they will in good faith share information with each other related to the issue of prior rights. Should the Company disagree with the City's determination with regard to the Company's claim for prior rights and if the Parties are unable to settle the issue through informal negotiations, then, at the request of either Party, the Parties agree to escalate the matter pursuant to Section 9.2 below.
- 9.2 Except as otherwise set forth in this Agreement, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be settled: (a) first, by good faith efforts to reach mutual agreement of the Parties; and (b) second, if mutual agreement is not reached within thirty (30) calendar days of a written request by a Party to resolve the controversy or claim, each of the Parties will appoint a designated representative who has authority to settle the dispute (or who has authority to recommend to the governing body a settlement of the dispute) and who is at a higher level of management than the persons with direct responsibility for

Item # 10

administration of this Agreement. The designated representatives will meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives provided, however, that all reasonable requests for relevant information made by one Party to the other Party will be honored if such information is reasonably available. If the Parties are unable to resolve issues related to the dispute within thirty (30) days after the Parties' appointment of designated representatives or City's City Council fails to approve any tentative agreement reached, the Parties agree to participate in non-binding mediation pursuant to Section 9.3 below. It being understood, however, that nothing herein will diminish or relieve either Party of its rights or obligations under this Section 9.

- 9.3 If the Parties are unable to resolve a dispute through informal negotiations or pursuant to Section 9.2, the Parties agree to participate in non-binding mediation by an impartial, third party mediator mutually agreed upon by the Parties, at a mutually convenient location, with each Party being responsible for its own attorneys' fees and expenses and for providing its own information and documentation applicable to the dispute to such mediator. The Parties agree that a potential mediator's experience in prior rights and real estate law will be relevant factors in selecting a mediator. All other agreed upon costs of the mediation will be apportioned equally to each Party. Any dispute not so resolved by negotiation, escalation or mediation may then be submitted to a court of competent jurisdiction, and either Party may invoke any remedies at law or in equity. (Nothing contained herein, however, will preclude the Parties from first seeking temporary injunctive or other equitable relief).

Section 10.

- 10.1 If the Company chooses to submit progress payments, the City will pay them within thirty (30) days from receipt of the invoice, subject to Verification (as defined below) thereof by the City. Upon completion of the work, the Company shall submit a final bill to the City and the City shall make a final payment within thirty (30) days from receipt of the final bill, subject to Verification of the final bill by the City.
- 10.2 For purposes of this Section 10.1, "Verification" means that the City has reasonably determined that there is a material discrepancy between the Company's invoiced charges and the City's calculation of charges owed, which invoiced charges are subject to a bona fide dispute; provided, however, City agrees to provide the Company with written notice, including supporting documentation, illustrating the basis for such bona fide dispute, within sixty (60) days of receipt of the invoice in dispute. Should the City fail to provide such documentation within the specified time period, the City must pay the disputed amount. The City must pay any undisputed portion of the invoice total within thirty (30) days after its receipt of the invoice. The City must pay any disputed portion of the invoice total within thirty (30) days of the date the dispute is resolved, to the extent the dispute is resolved in favor of the Company.
- 10.3 At any time within thirty-six (36) months after the date of the final payment, the City, at its sole expense, may audit the cost records, support documentation, and accounts of the Company pertaining to this Project to solely assess the accuracy of the invoices submitted by the Company and notify the Company of any amount of any unallowable expenditure made in the final payment of this Agreement, or, if no unallowable expenditure is found, notify the Company of that fact in writing. Any such audit will be conducted by representatives of the City or, if applicable, the Georgia Department of Transportation or the Federal Highway Administration, after reasonable advance written notice to the Company and during regular business hours at the offices of the Company in a manner that does not unreasonably interfere with the Company's business activities and subject to the Company's reasonable security requirements. As a prerequisite to conducting such audit, City or, if applicable, the Georgia Department of Transportation or the Federal Highway Administration, will sign the Company's Nondisclosure Agreement. The Company may redact from its records provided to City information that is confidential and irrelevant to the purposes of the audit. The Company will reasonably cooperate in any such audit, providing access to the Company records that are reasonably necessary to enable the City to test the accuracy of the invoices to which the audit pertains, provided that the City or, if applicable, the Georgia Department of Transportation or the Federal Highway Administration, may only review, but not copy, such records. If the Company agrees with the audit results and does not pay any such bill within ninety (90) days of receipt of the bill from the City (based on the mutually agreed upon audit results), the City may set off the amount of such bill against the amounts owed the Company on any then-current contract between the Company and the City. If, following the audit, the Parties are unable to resolve any dispute concerning the results of the audit through informal negotiation, the provisions of Sections 9.2 and 9.3 will govern the resolution of the dispute. The City may not perform an audit pursuant to this Agreement more frequently than once per calendar year and may not conduct audits twice within any six (6) months.

Section 11. Duplicate originals of this Agreement will be executed, each of which will be deemed an original but both of which together will constitute one and the same instrument. This Agreement may be modified only by an amendment executed in writing by a duly authorized representative for each Party. This Agreement contains the

Item # 10

entire agreement of the Parties and there are no oral or written representations, understandings or agreements between the Parties respecting the subject matter hereof which are not fully expressed herein. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, this instrument has been and is executed on behalf of the DEPARTMENT OF TRANSPORTATION and on behalf of the **CITY OF AUGUSTA** being duly authorized to do so by their authorized representatives. The parties to those present have executed this Contract in TWO (2) counterparts, each of which shall be deemed an original in the year and day first above mentioned.

BY: _____ (SEAL)

MAYOR

Signed, sealed and delivered this day of _____, 20____,
in the presence of

ATTEST:

Treasurer

NOTARY PUBLIC

ATTEST:

MUNICIPAL CLERK

APPROVED AS TO FORM:

City Attorney

FEIN _____

GEORGIA POWER COMPANY

By: _____ (SEAL)

Title: _____

Date: _____

ATTEST:

By: _____

Title: _____

Witness: _____

Notary: _____ (SEAL)

Give proper title of each person executing Agreement. Attach seal as required.

Item # 10

Exhibit A The Estimate

TEAMS Project
1314401

TMCRET40

GEORGIA POWER COMPANY

Date: 04/03/2012

Page: 1 of 2

ESTIMATED COST BY RETIREMENT UNITS

Time: 10:38:22AM

Project Item: 1314401 Version: Current

PE: 6055 PE Item: FO

Type Work: MODIFICATION WC

Work Order:

Facility Name: MARVIN GRIFFIN ROAD

Schd Const Finish Date: 09/26/2012

Nearest Town: AUGUSTA

Originator: LAND, PARKER R

Description:

On feeders N1902, N1962, N1892, N1882, install structures for underground feeder exits. Install three 6" conduits on each feeder from new structure and extend beyond gravel of fence on south side of station. Also, relocate main gate east as far as possible and recess gate ten feet into substation to give additional room for trucks to pull up and not extend into roadway.

On separate PE, make necessary fence adjustments for issues identified on NESC inspection. NESC inspection performed by M.A. Kelly on 7/17/06. - JRB 091109

**Design/Engineer note: Filed, completed NESC report and station drawings reflect NESC issues corrected and completed. (Ron Urban_9/22/09).

Discipline / Retirement Unit	UM	Quantity	Material	Labor	Equipment	Total
PLANT ADDITIONS						
CONSTRUCTION (Estimator: EVERITT, DE)						
BUSWORK-BAR AND ANGLE, ALUM	FT	424	2,366	15,152	2,434	19,952
BUSWORK-CABLE, ALUMINUM	FT	348	2,382	19,351	3,109	24,842
CONDUIT-PLASTIC (PVC)	FT	387	1,581	6,149	1,090	8,820
FENCE, SUBSTATION AREA	FT	60	960	661	107	1,728
FOUNDATION - LOW VOLTAGE	EA	4	814	12,397	2,608	15,819
INSULATOR-POST 23 KV&BELOW	EA	24	909	8,364	1,345	10,618
LA-12 KV & BELOW, DIST CLASS	EA	12	248	5,554	893	6,695
SITE GROUND SYSTEM	LT	1	800	1,764	283	2,847
STR-STEEL, LV, SECT,BAY,SUPP	EA	4	7,457	3,141	505	11,103
SURFACING (STONE)	TN	36	504	422	75	1,001
	Discipline Total		18,021	72,955	12,449	103,425
ENGINEERING (Estimator: URBAN, R)						
DIRECT ENGINEERING	LT	1	253	12,250	366	12,869
	Discipline Total		253	12,250	366	12,869
PLAN & PROJ (Estimator: URBAN, R)						
DIRECT ENGINEERING	LT	1	0	668	20	688
	Discipline Total		0	668	20	688
Sub-Total Additions			18,274	85,873	12,835	116,982
PLANT TRANSFER ADDITIONS						
	Discipline Total		0	0	0	0
Sub-Total Plant Transfer Additions			0	0	0	0
TOTAL PLANT ADDITIONS WITHOUT OVERHEADS			18,274	85,873	12,835	116,982
PLANT REMOVALS						
CONSTRUCTION (Estimator: EVERITT, DE)						
BUSWORK-CABLE, ALUMINUM	FT	168	0	2,137	342	2,479
INSULATOR-STRAIN 10" DISC	EA	16	0	402	64	466
LA-12 KV & BELOW, DIST CLASS	EA	12	0	595	96	691
	Discipline Total		0	3,134	502	3,636
Sub-Total Removals			0	3,134	502	3,636
PLANT TRANSFER REMOVALS						
	Discipline Total		0	0	0	0
Sub-Total Plant Transfer Removals			0	0	0	0
TOTAL PLANT REMOVALS WITHOUT OVERHEADS				3,134	502	3,636
MAINTENANCE						
CONSTRUCTION (Estimator: EVERITT, DE)						
FENCES AND SPECIAL ENCLOSURES	LT	1	0	0	79	79
	Discipline Total		0	0	79	79
TOTAL MAINTENANCE			0	0	79	79

Item # 10

TMCRET40

GEORGIA POWER COMPANY

Date: 04/03/2012

Page: 2 of 2

ESTIMATED COST BY RETIREMENT UNITS

Time: 10:38:22AM

Project Item: 1314401 Version: Current

PE: 6055 PE Item: FO

Type Work: MODIFICATION WC

Facility Name: MARVIN GRIFFIN ROAD

Nearest Town: AUGUSTA

Work Order:

Schd Const Finish Date: 09/26/2012

Originator: LAND, PARKER R

ESTIMATE SUMMARY TOTALS

Plant Additions (Labor, Matl, Eqp)	116,982
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Overheads	38,758
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Total Plant Additions	155,740
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Plant Removals (Labor, Matl, Eqp)	3,636
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Overheads	915
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Total Plant Removals	4,551
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Plant Transfer Additions (Material Only)	0
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Plant Salvage	0
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Total PI CIAC	0
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Total Cash Required	160,291
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Total Maintenance Cost	79
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Original Cost Retired	14,015
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Plant Transfer Removal (Material)	0
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*** End of Report ***



**Engineering Services Committee Meeting
5/7/2012 1:00 PM
Minutes**

Department: Clerk of Commission

Caption: Motion to approve the minutes of the Engineering Services Committee held on April 23, 2012.

Background:

Analysis:

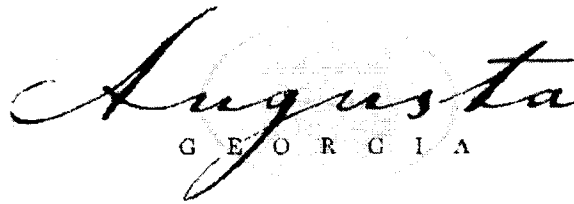
Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:



Engineering Services Committee Meeting Commission Chamber - 4/23/2012

ATTENDANCE:

Present: Hons. Deke Copenhaver, Mayor; Mason, Chairman; Smith, Vice Chairman; Jackson and Johnson, members.

ENGINEERING SERVICES

1. Award contract for soils and materials testing services to CSRA Testing and Engineering in the amount of \$49,315.00. **Item Action:**
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 4-0.	Commissioner Grady Smith	Commissioner Corey Johnson	Passes

2. Presentation by Mr. Birkie Ayer regarding the sanitary sewer on Windsor Spring Road for Walgreens. **Item Action:**
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve moving forward with the sanitary sewer extension project, charge the costs to the Water and Sewer Renewal and Extension Fund, allow the Utilities Department to meet with the developer to develop a mutually agreeable cost sharing agreement and bring this	Commissioner Joe Jackson	Commissioner Grady Smith	Passes

back for final approval on
Tuesday.
Motion Passes 4-0.

3. Motion to increase the funding for approved RFQ #11-130: Task Order Program for Infrastructure for the City of Augusta - Utilities Department in the amount of \$1,500,000.00 for execution by CMI, Inc., Blair Construction, Inc., Eagle Utilities, and Quality Storm Water Solutions as qualified and selected contractors for subject RFQ. **Item Action:** Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 4-0.	Commissioner Corey Johnson	Commissioner Grady Smith	Passes

4. Discuss a request from Paine College to close Druid Park Avenue between the intersections of Laney-Walker and ending at Central Avenue. **Item Action:** Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve receiving this item as information subject to a report being received back at the next Commission meeting after a meeting is held to discuss this issue with participants to include Engineering Department representatives, Dr. Bradley, Mr. Hatney, Mr. Mason, and the Administrator. Motion Passes 4-0.	Commissioner Grady Smith	Commissioner Corey Johnson	Passes

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