



Engineering Services Committee
Meeting

Commission Chamber- 6/11/2012- 1:00 PM

ENGINEERING SERVICES

1. Approve recommendation to award contract for RFP 12-128, Janitorial Services for the Environmental Services Department, to M&M Management Services, Inc. in the amount of \$34,488.92. ☐ [Attachments](#)
2. Approve entering into an agreement with The Augusta Beautification Program to provide landscape maintenance along Walton Way (SR 4) between 13th Street and 15th Street as requested by AED/Traffic Engineering. ☐ [Attachments](#)
3. Approve the deeds of dedication, maintenance agreements, and road resolution submitted by the Engineering and Augusta Utilities Departments for Exchange Lane, and Water and Sewer Installations for Savannah River Banking Company. ☐ [Attachments](#)
4. Motion to approve the minutes of the Engineering Services Committee meeting held on May 29, 2012. ☐ [Attachments](#)
5. Motion to authorize the Finance and Utility departments to begin the process for refunding the Water and Sewerage Revenue Bonds Series 2002 in the approximate outstanding principal amount of \$98,875,000 and the issuance of up to \$40,000,000 of additional bonds for new water and sewer projects, all of such bonds to be issued through a competitive bid process with Murray, Barnes, Finister, LLP and McKenna Long & Aldridge, LLP serving as bond and disclosure counsel. ☐ [Attachments](#)
6. Approve entering into a Mowing and Maintenance Agreement as well as an Indemnity Agreement with the Georgia Department of Transportation along Walton Way (SR 4) between 13th Street and 15th Street in conjunction with median landscaping project as requested by AED/TE. ☐ [Attachments](#)
7. Consider Proposal from Westin Engineering to update ERP ☐ [Attachments](#)

(Emergency Response Plan), COOP (Continuity of Operations Plan) and VA's (Vulnerability Assessments) for the Utilities Department.

8. Discuss a plan of action for vacant and abandoned lots and right-of-ways throughout the city. (Revenue stream) (Requested by Commissioner Johnson) ☐ [Attachments](#)

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**Engineering Services Committee Meeting
6/11/2012 1:00 PM**

Approve recommendation to award contract for RFP 12-128, Janitorial Services for the Environmental Services Department to M&M Management Services, Inc.

Department: Environmental Services

Caption: Approve recommendation to award contract for RFP 12-128, Janitorial Services for the Enviromental Services Department, to M&M Management Services, Inc. in the amount of \$34,488.92.

Background: In 2010 The Environmental Services Department moved all office and maintenance staff into the maintenance building. This entailed an increase in office space from approximately 2,500 sq./ft. to over 7,500 sq./ft. plus an additional 10,000 sq./ft. of shop space which we were not equipped to sufficiently maintain. The department realized the need for, went through the RFP process with Procurement, and outsourced janitorial services for the maintenance building and the scale house in August of 2010. Additional services were required over the life of the contract and are included in the current RFP. The services are still required to properly maintain these two buildings at our facility.

Analysis: The Environmental Services Department and the Procurement Department have concluded the RFP process for RFP Item 12-128, Janitorial Services. After the evaluation process of the five compliant vendors, M&M Management Services, Inc. scored higher than the other four vendors. They have also met all specified requirements of the RFP documents without taking any exceptions and within an acceptable budget amount. Therefore, it is the recommendation of the Augusta Environmental Services Department that M&M Management Services, Inc. should be awarded the contract for Janitorial Services pending successful contract execution.

Financial Impact: Adequate funds are available. The department recommends transferring funds from 542-04-4110/52.39110 to 542-04-4110 / 52.22310. The cost of the services will be \$34,488.92 annually, which is a 10% increase over the previous contract.

Alternatives: 1. Approve award recommendation of RFP 12-128, Janitorial Services for the Environmental Services Department to M&M Management Services, Inc. in the amount of \$34,488.92.

Management Services, Inc. 2. Do not approve the award.

Recommendation: Approve award recommendation of RFP 12-128, Janitorial Services for the Environmental Services Department to M&M Management Services, Inc. pending successful contract execution.

**Funds are Available
in the Following
Accounts:** The department recommends transferring funds from 542-04-4110/52.39110 to 542-04-4110 / 52.22310.

REVIEWED AND APPROVED BY:

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

Request for Proposal

Request for Proposals will be received at this office until Wednesday, March 21, 2012 @ 3:00 p.m. for furnishing:

RFP Item #12-128 Janitorial Services for Environmental Services

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

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

RFP documents may be viewed on the Augusta Georgia 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. **All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Monday, March 5, 2012 @ 5:00 P.M. No RFP will be accepted by fax, all must be received by mail or hand delivered.**

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

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

Bidders are cautioned that acquisition 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.

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle	February 9, 16, 23, March 1, 2012
Metro Courier	February 15, 2012

cc: Tameka Allen	Deputy Administrator
Mark Johnson	Environmental Services
Lori Videtto	Environmental Services

Revised: 8/15/2011

RFP Item #12-128
Janitorial Services
for Augusta, Georgia - Environmental Services Department
RFP Due: Wednesday, March 21, 2012 @ 3:00 p.m.

VENDORS	Attachment B	E-Verify #	Original	6 Copies	Fee Proposal
M & M MANAGEMENT INC. 3114 AUGUSTA TECH DR., STE 403 AUGUSTA GA 30906	YES	357593	YES	YES	YES
JANI-KING OF AUGUSTA 3665 WHEELER ROAD, SUITE 1A AUGUSTA, GA 30909	YES	332901	YES	YES	YES
PROFESSIONAL JANITORIAL CLEAN P. O. BOX 957922 DULUTH, GA 30095	YES	495714	YES	YES	YES
EXECUTIVE JANITORIAL SERVICES P. O. Box 204922 AUGUSTA, GA 30917-4922	YES	240034	YES	YES	YES
AMERICAN FACILITY SERVICES 1325 UNION HILL INDUSTRIAL CT. SUITE A ALPHARETTA, GA 30004	YES	114358	YES	YES	YES
EXECUTIVE CLEANING P. O. Box 1375 MILLEDGEVILLE, GA 31059-1375	YES	001191	YES	YES	NO FEE PROPOSAL/ NON- COMPLIANT

The following vendor did not respond:

CSRA CUSTODIAL SERVICES / 2709 OAKLAND AVENUE / AUGUSTA, GA 30909

Cumulative Evaluation Sheet - RFP Item #12-128
Janitorial Services for Augusta Environmental Services
for Augusta, Georgia - Environmental Services Department

Evaluation Criteria	PTS	AMERICAN FACILITY SERVICES 1325 UNION HILL INDUSTRIAL CT. SUITE A	EXECUTIVE JANITORIAL SERVICES P. O. Box 204922 AUGUSTA, GA 30917-4922	JANI-KING OF AUGUSTA 3665 WHEELER ROAD, SUITE 1A AUGUSTA, GA 30909	KSL PROFESSIONAL JANITORIAL CLEAN P. O. BOX 957922 DULUTH, GA 30095	M & M MANAGEMENT INC. 3114 AUGUSTA TECH DR., STE 403 AUGUSTA, GA 30906
1. Company Experience - This section should clearly indicate the capability of the team to perform the work. Provide a company overview that describes the experience of the company and key individuals who will be involved in this effort. Provide no more than a one –page description of your company including the name of the company, date the company was established, number of employees.	40	32	20	23	22	33
2. Revelant Projects - Provide two project sheets that highlight similar experience that your project team members have been involved in. Projects should be janitorial/cleaning service in which the company has been involved. For any development identified, provide, at a minimum, the following information: • Name, location, year service provided • Role of your company in the service • Description of service, by type, size, relevant physical attributes similar to target project.	30	24	10	12	15	23
3. Personnel - Provide a schedule of the personnel you will commit to be assigned and directly involved and responsible throughout the duration of the Project. Provide a one page resume highlighting relevant experience to this project for all assigned Project personnel.	25	17	8	10	12	18
4. Proximity to Area Within Augusta Richmond County 5 pts Within the CSRA 4 pts Within Georgia 3 pts Within SE United States 2 pts All Others 1 pt	5	3	4	4	3	5
TOTAL	100	76	42	49	51	80

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

TO: Geri Sams
Director - Procurement

FROM: Mark Johnson 
Director

DATE: April 13, 2012

SUBJECT: Recommendation for awarding RFP Item #12-128, Janitorial Services for the Environmental Services Department

The Augusta Environmental Services Department and the Procurement Department have concluded the RFP process for RFP Item #12-128, Janitorial Services for the Environmental Services Maintenance Building and Scale House.

After the evaluation process of the five compliant vendors, M&M Management Services, Inc. scored higher than the other four vendors. They have also met all specified requirements of the RFP documents without taking any exceptions and within an acceptable budget amount. Therefore, it is the recommendation of the Augusta Environmental Services Department that M&M Management Services, Inc. should be awarded the contract for Janitorial Services.

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: Nancy Williams
Phyllis Mills
File

Planholders List - Onvia DemandStar

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-12-128-0-2012/PJM

Bid Name Janitorial Services

1 Document(s) found for this bid

16 Planholder(s) found.

Add Planholder

Supplier Name ▲	Phone	Fax	Doc Count	Attributes	Programs	Actions
A&G Environmental Services, Inc.	7273206745	7273886811	1	1. African American Owned 2. Small Business 3. Veteran Owned 4. Woman Owned		Documents
AC Sweepers and Maintenance, Inc.	6788079337	7707948188	1			Documents
ACS Cleaning Services	4782790636	4782726286	1			Documents
American Facility Services, Inc.	7707401613	7704757720	1			Documents
ARAMARK - CORPORATE	1111111111	1111111111	1			Documents
Centaur Building Services	3144572815	3147521747	1			Documents
Centaur Building Services, Inc.	3144572807	3147521747	1			Documents
Commercial Building Maintenance Corp	5613640957	5163640927	1			Documents
D & A Building Services, Inc.	4078315388	4078311377	1	1. Hispanic Owned 2. Small Business		Documents
GMI Group, Inc.	6784825288	6784827106	1	1. Asian/Hawaiian Owned 2. Small Business 3. Woman Owned		Documents

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Item # 1

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-12-128-0-2012/PJM

Bid Name Janitorial Services

1 Document(s) found for this bid

16 Planholder(s) found.

[Add Planholder](#)

Supplier Name ▲	Phone	Fax	Doc Count	Attributes	Programs	Actions
JT Bay LLC	8138307570	8138307569	1	1. Small Business		Documents
Kaijay C1 Enterprise LLC	6239349890	6238470525	1			Documents
MID SOUTH CLEANING SERVICES, INC.	4055596131	4045596145	1			Documents
RouteMatch Software, Inc.	4042537848	4048981145	1			Documents
Southeastern Paper Group	3363758002	3363756726	1	1. Small Business		Documents
Unipak Corp.	8888085120	7186779371	1			Documents

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Item # 1

Bidders List

Bid Item # 12-128 Cost \$

#	Company Name	Complete Mailing Address	Date	Spec. #	Initials	Mailed by
1	Allied Building Services Attn: Jerry Clontz 136 Highland Forest Drive Aiken, SC 29803	Phone Fax	2/15/12		DW	U.S. ma. 1
2						
3	KSL Professional Janitorial Cleaning Attn Tamika Lake P. O. Box 957922 Duluth, GA 30095	Phone 678-789-6932	2/17/12		DW	U.S. ma. 1
4						
AC Sweepers & Maintenance, Inc "Our Business is Really Picking Up" Latasha Crenshaw Director of Business Development Serving Atlanta Metro Area cell 219-730-4302 fax 770-794-8188 serviceteam@acsweepers.com www.acsweepers.com						
9						
10	Contractors Enterprises, Inc Attn: Nicoliss Johnson 1903 High Road Tallahassee, FL 32303	Phone 850-251-0677 Fax 850-270-9043	3/9/12		DW	U.S. ma. 1
11						
12						
13	Paradise + Janitorial Services/Landscaping 2668 Crosscreek Road Hephzibah, GA 30815		3/15/12		SP	Pick up
14						
15	Eric Sanders OR Secunda Hughes 678-612-2881 404-910-6040					
16						

Bidders List

Bid Item # 12-128 Cost \$

#	Company Name	Complete Mailing Address	Date	Spec. #	Initials	Mailed by
1	Global Personnel Solutions, Inc. Attn: Giselle Brown 1143 Laney Walker Blvd. Augusta, Georgia 30901	Phone 706 722-4222 ext 227	2/9/12		DW	U.S. mail
2		Fax 706 724-6969				
3	Wysteria Inc Attn: Larry Moise 1606 Windridge Dr Sandy Springs, GA 30350	Phone	2/10/12		DW	U.S. mail
4		Fax				
5	M&M Management Attn: Willie Peoples 3114 Augusta Tech Drive Suite 403 Augusta, GA 30906		2/10/12		DW	U.S. mail
6						
7	White Glove Test Cleaning Service Attn: Thomas Jones 3856 Crest Drive Hephzibah, GA 30815		2/13/12		DW	U.S. mail
8						
9	KSL Professional Cleaning, LLC Attn: Tamika Lake P. O. Box 957922 Duluth, GA 30095	Phone 678-789-6932	2/13/12		DW	U.S. mail
10						
11	Jani-King of Augusta Attn: Jay Russell 3665 Wheeler Road, Suite 1A Augusta, GA 30909	Phone 706 790-5977 x 105	2/13/12		DW	U.S. mail
12		Fax 706 793-4521				
13	Tonya Waites R.S.T. Transportation 1720 Hicks Street Unit B Augusta, GA 30904	706-312-9731	2/13/12		SD	Pick up
14		706-951-1293				
15			2/14/12		DW	Pick up
16	Nesbitt Cleaning & Lawn Services 1042 Caddenwoods Drive Augusta, GA 30906					

ABC Building Maintenance
2617 Milledgeville Road
Augusta, GA 30904

Larry Agner
ABC Company
2417 Milledgeville Road
Augusta, GA 30904

Calvin Brown
~~Acentia Inc~~
1105 Laney Walker Blvd
Augusta, GA 30901

Allied Building Service
136 Highland Forest Drive
Aiken, SC 29803

Oscar Pavon
American Facility Servcies
1325 Union Hill Ind Ct
Suite A
Alpharetta, GA 30004

Wassil Rosman
Centaur
2776 Gunter Park Drive
Unit Q
Montgomery, AL 36109

Wade Walker
CSRA Custodial Specialists
2709 Oakland Avenue
Augusta, GA 30909

Doorey Levy
Dynamic Cleaners
821 12th Street
Augusta, GA 30901

Pete IBBotson or Johnny Hector
ECI
PO Box 1375
Milledgeville, GA 31059

Michael Jacobs
Executive Janitorial Services
PO Box 204922
Augusta, GA 30903

Jessica Scarborough
Friends, Inc.
PO Box 1972
Hephzibah, GA 30815

Glo Tech Janitorial Services
2083 Heckle Street
Augusta, GA 30904

Rich Henderson
JANI-KING
3665 Wheeler Road Ste 1A
Augusta, GA 30909

Janitorial Solutions
1037 River Ridge Drive
Augusta, GA 30909

Christopher Lieberman
JAN-PRO
4290-C Belair Frontage Road
Augusta, GA 30909

Lesuer Cleaning Services
3110 Abelia Drive
Augusta, GA 30906

Lynelle Howard
LRCS
PO Box 16442
Augusta, GA 30919

Willie Peoples
M&M Management
3114 Augusta Tech Drive
Suite 403
Augusta, GA 30906

Thomas Parker
Ocean Cleaning Services
1106 Walton Pass
Evans, GA 30809

Anthony Campbell
Premier
3104 Scenic Drive
Augusta, GA 30909

Arthur Prescott
Prescott Industries
2404 Old Savannah Road
Augusta, GA 30906

Tommie Howard
Rite Cleaning Service
205 Japonica Avenue
Augusta, GA 30901

Service Master Professional Cleaning
4230 Belair Frontage Rd
#A2
Augusta, GA 30909

Nancy Turner
Sizemore Janitorial Services
1369 Reynolds Street
Augusta, GA 30901

Thomas Jones
White Glove Test Cleaning Service
3856 Crest Drive
Hephzibah, GA 30815

Mark Johnson
Augusta Environmental Services

Lori Videtto
Augusta Environmental Services

Yvonne Gentry
Augusta LSBOP Office

RFP Item #12-128
Janitorial Services
For Augusta Environmental Services
RFP Mailed out February 9, 2012

RFP Item #12-128
Janitorial Services
For Augusta Environmental Services
RFP Due: Wed 03/21/12 @ 3:00 P.M.

Item #1

FYI: Process Regarding Request for Proposals

Sec. 1-10-51. Request for proposals.

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

- (a) Only the names of the vendors making offers shall be disclosed at the proposal opening.
- (b) Content of the proposals submitted by competing persons shall not be disclosed during the process of the negotiations.
- (c) Proposals shall be open for public inspection only after the award is made.
- (d) Proprietary or confidential information, marked as such in each proposal, shall not be disclosed without the written consent of the offeror.
- (e) Discussions may be conducted with responsible persons submitting a proposal determined to have a reasonable chance of being selected for the award. These discussions may be held for the purpose of clarification to assure a full understanding of the solicitation requirement and responsiveness thereto.
- (f) Revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offers.
- (g) In conducting discussions with the persons submitting the proposals, there shall be no disclosure of any information derived from the other persons submitting proposals.

Sec. 1-10-52. Sealed proposals.

- (a) *Conditions for use.* The competitive sealed proposals method may be utilized when the Augusta, Georgia 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, Georgia. 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, Georgia. Augusta, Georgia is not restricted from using alternative procurement methods for obtaining the best value on any procurement, such as Construction Management at Risk, Design/Build, etc.
- (b) *Request for proposals.* Competitive sealed proposals shall be solicited through a request for proposals (RFP).

- (c) *Public notice.* Adequate public notice of the request for proposals shall be given in the same manner as provided in section 1-10- 50(c)(Public Notice and Bidder's List); provided the normal period of time between notice and receipt of proposals minimally shall be fifteen (15) calendar days.
- (d) *Pre-proposal conference.* A pre-proposal conference may be scheduled at least five (5) days prior to the date set for receipt of proposals, and notice shall be handled in a manner similar to section 1-10-50(c)-Public Notice and Bidder's List. No information provided at such pre-proposal conference shall be binding upon Augusta, Georgia unless provided in writing to all offerors.
- (e) *Receipt of proposals.* Proposals will be received at the time and place designated in the request for proposals, complete with bidder qualification and technical information. No late proposals shall be accepted. Price information shall be separated from the proposal in a sealed envelope and opened only after the proposals have been reviewed and ranked.

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

- (f) *Public inspection.* The responses will be open for public inspection only after contract award. Proprietary or confidential information marked as such in each proposal will not be disclosed without written consent of the offeror.
- (g) *Evaluation and selection.* The request for proposals shall state the relative importance of price and other evaluation factors that will be used in the context of proposal evaluation and contract award. (Pricing proposals will not be opened until the proposals have been reviewed and ranked). Such evaluation factors may include, but not be limited to:
 - (1) The ability, capacity, and skill of the offeror to perform the contract or provide the services required;
 - (2) The capability of the offeror to perform the contract or provide the service promptly or within the time specified, without delay or interference;
 - (3) The character, integrity, reputation, judgment, experience, and efficiency of the offeror;
 - (4) The quality of performance on previous contracts;
 - (5) The previous and existing compliance by the offeror with laws and

ordinances relating to the contract or services;

- (6) The sufficiency of the financial resources of the offeror relating to his ability to perform the contract;
 - (7) The quality, availability, and adaptability of the supplies or services to the particular use required; and
 - (8) Price.
- (h) *Selection committee.* A selection committee, minimally consisting of representatives of the procurement office, the using agency, and the Administrator's office or his designee shall convene for the purpose of evaluating the proposals.
 - (i) *Preliminary negotiations.* Discussions with the offerors and technical revisions to the proposals may occur. Discussions may be conducted with the responsible offerors who submit proposals for the purpose of clarification and to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals and such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of information derived from proposals submitted by competing offerors.
 - (j) From the date proposals are received by the Procurement Director through the date of contract award, no offeror shall make any substitutions, deletions, additions or other changes in the configuration or structure of the offeror's teams or members of the offeror's team.
 - (k) *Final negotiations and letting the contract.* The Committee shall rank the technical proposals, open and consider the pricing proposals submitted by each offeror. Award shall be made or recommended for award through the Augusta, Georgia Administrator, to the most responsible and responsive offeror whose proposal is determined to be the most advantageous to Augusta, Georgia, taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation. The contract file shall contain a written report of the basis on which the award is made/recommended. The contract shall be awarded or let in accordance with the procedures set forth in this Section and the other applicable sections of this chapter.



**Engineering Services Committee Meeting
6/11/2012 1:00 PM
Augusta Beautification Program Agreement (Walton Way SR4)**

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

Caption: Approve entering into an agreement with The Augusta Beautification Program to provide landscape maintenance along Walton Way (SR 4) between 13th Street and 15th Street as requested by AED/Traffic Engineering.

Background: The Augusta Beautification Program is a privately-funded group that has installed and maintained landscaped medians throughout the county. Projects completed by this organization include: Wheeler Road and St. Sebastian Way. Currently, Augusta Beautification Program is proposing to landscape and maintain the median along Walton Way between 13th Street and 15th Street. Because this section of Walton Way is a state route, Georgia DOT requires the city to entering into a mowing and maintenance agreement, irrespective of funding source. This proposed agreement will allow The Augusta Beautification Program to provide this maintenance on behalf of the city.

Analysis: Agreement would allow the beautification project to move forward.

Financial Impact: None anticipated

Alternatives: 1) Approve entering into an agreement with The Augusta Beautification Program to provide landscape maintenance along Walton Way (SR 4) between 13th Street and 15th Street as requested by AED/Traffic Engineering. 2) Do not approve and beautification project cannot proceed.

Recommendation: Approve Alternative Number One.

Funds are Available in the Following Accounts: N/A

REVIEWED AND APPROVED BY:

Finance.

Law.

Administrator.

Clerk of Commission

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

AUGUSTA BEAUTIFICATION PROGRAM AGREEMENT

This Agreement is made and entered into as of the ____ day of ____, 2012, between Augusta, Georgia, a political subdivision of the State of Georgia, (hereinafter referred to as the Sponsor) and Palmetto Storey, LLC (hereinafter referred to as the Company).

Sponsor and Company recognize the need and the desirability of landscaped and well-maintained roadway right of way. The Augusta Beautification Program has been established for Companies/Organizations to contribute towards the effort of maintaining cleaner and more beautiful professionally landscaped roadways. For and in consideration of Sponsor's grant of permission for Company to re-landscape a section of right of way as set forth herein, and for and in consideration of the mutual promises and covenants as herein contained, Company hereby agrees to participate in the Augusta Beautification Program in accordance with the following terms and conditions.

A. Company does hereby agree:

1. To be responsible for and commit to bear the costs of the design, purchase, installation, implementation and physical maintenance (but not watering or traffic control) of a landscape plan for **Walton Way between 13th Street and 15th Street** (the section of roadway hereinafter referred to as "roadway section") and promote a better environment in the community for a period of one year beginning **June 1, 2012** (same date listed above) and ending **May 31, 2013** (one year later).
2. To be responsible for the development and implementation of a landscape plan for roadway section subject to approval of such plan by the Augusta Beautification Oversight Committee which includes Department of Traffic Engineering, Planning & Zoning, Recreation & Parks, and the Augusta Convention & Visitors Bureau.
3. To provide for ongoing maintenance, which adheres to all city and or state landscaping regulations, of the roadway section at Company's own expense. The parties recognize that the roadway section belongs to the Sponsor, and Company and its subcontractors shall not be liable for auto accidents or other accidents or incidents occurring to non-employees at or around the roadway section. Company hereby releases Sponsor from any claims arising out of Company's failure to maintain roadway section.
4. To hold Sponsor, their employees, officers and agents harmless from and against any and all injuries or damages that Company, Company's employees or agents may suffer or against any and all damages or injuries they may cause as a result of installation and/or maintenance of the landscape plan arising out of this Agreement.
5. To perform all work or cause all work to be performed in a workmanlike manner, in the exercise of due care and follow safety guidelines in the implementation of the terms of this Agreement.
6. To certify to Sponsor that in instances where the Company performs the work, the Company has public liability, workers compensation and property damage insurance in the following amounts: a) workers compensation - certificate of insurance, b) general liability insurance --

\$1,000,000 minimum limits, c) automobile coverage -- \$500,000 minimum coverage. Such insurance shall be maintained in full force and effect during all time when the subcontractor has people on the property.

7. Should Company contract with others (hereinafter referred to as Subcontractor) to install, implement, or maintain said landscape plan, Company must ensure that each Subcontractor has public liability, workers compensation and property damage insurance in the amounts listed in paragraph 6. Company must provide Sponsor with proof of Subcontractor's insurance and certification that such insurance shall be maintained in full force and effect during the term of the Agreement.

B. Sponsors do hereby agree:

1. That upon execution of this Agreement, Sponsor grants Company the right to landscape the roadway section as set forth in this Agreement.
2. Company may place a sign approved in writing by Sponsor as to size and aesthetics on the roadway section during the term of this Agreement.
3. Any approvals required by Sponsor shall not be unreasonably withheld.

C. The Parties further agree:

1. The Company and its employees and agents and Subcontractors are not and shall not be considered to be employees or agents of Sponsor for any purposes whatsoever, including, but not limited to, worker's compensation, health insurance or other employee benefits.
2. Either Sponsor or Company may terminate this Agreement at any time upon ten (10) days written notice to the other, and upon the expiration of said notice period, the parties shall incur no further obligations under this Agreement.
3. The terms of this Agreement shall be binding upon the successors and assigns of the parties hereto.
4. This Agreement shall be construed in accordance with the laws of the State of Georgia.
5. The venue for any claims, litigation or causes of action between the parties shall be in the Superior Court of Richmond County, Georgia.

SIGNATURES ON THE FOLLOWING PAGE

PALMETTO STOREY, LLC

By:  _____ (SEAL)
Name: Barry L. Storey
Its: Member Manager

AUGUSTA, GEORGIA

By: _____ (SEAL)
As its Mayor

Attest:
By: _____ (SEAL)
Clerk of Commission



**Engineering Services Committee Meeting
6/11/2012 1:00 PM
Exchange Lane and Savannah River Banking Co.**

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

Caption: Approve the deeds of dedication, maintenance agreements, and road resolution submitted by the Engineering and Augusta Utilities Departments for Exchange Lane, and Water and Sewer Installations for Savannah River Banking Company.

Background: The final plat for Exchange Lane was approved by the Commission on May 15, 2012. The subdivision design and plat for this section, including the storm drain system within the road, have been reviewed and accepted by our engineering staff and the construction has been reviewed by our inspectors. The Utilities Department has inspected and reviewed the water and sanitary sewer installations, and hereby requests acceptance of the utility deed.

Analysis: This section meets all codes, ordinances and standards. There are no wetlands or 100-year flood plain boundaries involved in this section. Acceptance of said utility deed shall dedicate, as required, the water and sanitary sewer mains along with the applicable easements to Augusta, Georgia for operation and maintenance.

Financial Impact: By accepting this road and storm drainage installations into the County system and after the 18-month maintenance warranty by the developer/contractor for the roads and storm drainage has expired, all future maintenance and associated costs will be borne by Augusta, Georgia. By acceptance of the utility deeds and maintenance agreements, all future maintenance and associated costs for water and sanitary sewer installations will be borne by Augusta, Georgia, and positive revenue will be generated from the sale of water and sanitary sewer taps and monthly billing of same.

Alternatives: 1. Approve the deeds of dedication, maintenance agreements, and road resolution submitted by the Engineering and Augusta Utilities Departments for Exchange Lane, and Water and Sewer Installations for Savannah River Banking Company. 2. Do not approve and risk litigation.

Cover Memo

Item # 3

Recommendation: Approve Alternative Number One.

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

REVIEWED AND APPROVED BY:

Finance.

Law.

Administrator.

Clerk of Commission



ENGINEERING DEPARTMENT

Abie L. Ladson, PE, Director
 Hameed Malik, P.E., PhD, Assistant Director

Plan & Review Section Manager

Richard A. Holliday, Lead Design Engineer

MEMORANDUM

To: George Patty
 Director Planning and Zoning

From: Richard A. Holliday, Lead Design Engineer

Date: May 25, 2012

Subject: Certificate of Completion
 Dedication of Savannah River Banking Co.
 File reference: 2010 – 05 (A)

As required by Development Guideline Document 3, Article II – Section 202 of Augusta, Georgia Municipal Code, you are hereby advised, based upon site observation that this project consisting of roadway and storm drainage construction appears to be in compliance with all standards and specifications set forth in said documents. Therefore, the names of all streets and drainage related structures in subject development are hereby recommended for acceptance into the City of Augusta infrastructure system.

Thank you for your assistance on this matter. Please call if you have any questions or need additional information, 706-821-1706.

RAH

Attachment

cc: Abie L. Ladson, P.E., CPESC, Director - Engineering Department
 Hameed Malik, PhD., P.E., Assistant Director – Engineering Department
 Terri Turner, Planning & Zoning
 File

STATE OF GEORGIA)
)
 COUNTY OF RICHMOND)

DEED OF DEDICATION

THIS INDENTURE, made and entered into this ____ day of _____, 2012, by and between **SAVANNAH RIVER FINANCIAL CORPORATION**, a Georgia corporation, hereinafter referred to as the Party of the FIRST PART, and **AUGUSTA, GEORGIA**, a political subdivision of the State of Georgia, acting by and through the Augusta Commission, 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 One Dollar (\$1.00) 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 and by these presents does grant, bargain, sell, release, convey and confirm unto the said Party of the SECOND PART, its successors and assigns, the following described property, to-wit:

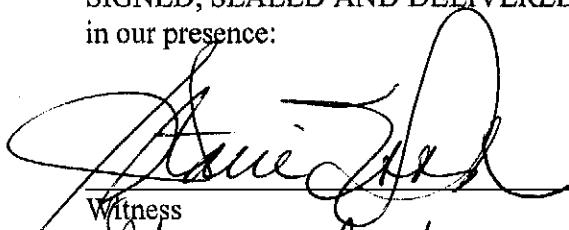
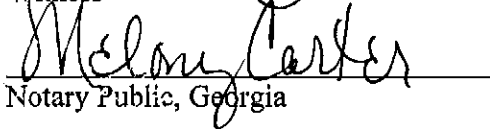
All that lot or parcel of land (the "Road") located in Augusta-Richmond County, Georgia, and shown and designated as "EXCHANGE LANE - 70' R/W" and containing 0.63 acre, more or less, on that Plat as prepared by Barry A Toole, GA RLS, of Toole Surveying Company, for Savannah River Banking Co. dated **January 13, 2012, and last revised April 13, 2012**, as recorded in the Office of the Clerk of Superior Court of Richmond County, Georgia, in Plat Cabinet ____, Slide ____, Plat ____ and in Book 8, Pages 78; reference being hereby made to said plat for a more complete and accurate description as to the metes, courses, bounds, dimensions and location of said property.

TOGETHER with the storm sewerage system located within said Road.

TO HAVE AND TO HOLD SAID property, road and easements together with all and singular, the rights, members and appurtenances thereof to the same being, belonging or in anywise appertaining to the only proper use, benefit and behoof of the said party of the SECOND PART, its successors and assigns, forever in FEE SIMPLE.

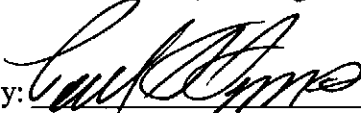
IN WITNESS WHEREOF, the said Party of the FIRST PART has caused these presents to be executed the day and year first above written as the date of these presents.

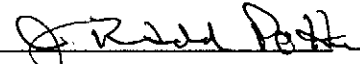
SIGNED, SEALED AND DELIVERED
in our presence:


Witness

Notary Public, Georgia

Notary Public
Columbia County, GA
My Commission Expires
September 23, 2012

SANANNAH RIVER FINANCIAL
CORPORATION, a Georgia corporation

By:  (Seal)
Paul S. Simon
As Chairman of the Board

Attest: 

Print Name: J. Randolph Potter

Title: Secretary

ACCEPTED BY:

AUGUSTA, GEORGIA

By: _____
Its: Mayor

Attest: _____
Its: Clerk of Commission
(SEAL)

STATE OF GEORGIA)
)
COUNTY OF RICHMOND)

**MAINTENANCE AGREEMENT
(Roads, Storm Sewer)**

THIS AGREEMENT, entered into this ____ day of _____, 20__, by and between SAVANNAH RIVER FINANCIAL CORPORATION, a Georgia corporation, hereinafter referred to as "Developer," and AUGUSTA, GEORGIA, a political subdivision of the State of Georgia, acting by and through its Commission, hereinafter referred to as "Augusta."

WHEREAS, Developer requested that Augusta, accept a road, named "Exchange Lane (70ft R/W) and appurtenances for the storm sewer system located therein, as shown by deed contemporaneously tendered and recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Reel _____, page _____, and

WHEREAS, the City has adopted a policy requiring the Developer to maintain all installations laid or installed by Developer for a period of eighteen months, which Augusta accepts by deed;

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

(1) Augusta, Georgia, accepts the roads, storm sewer system within deeded 70' R/W and appurtenances, respectfully described in the deed contemporaneously tendered herewith to the Augusta, Georgia, Commission, recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Reel _____, page _____.

(2) The Developer agrees to maintain all the installations laid or installed in said development as described in said deed for a period of eighteen months from the date installation accepted by the Augusta. Commission and included in the Augusta, GA road system.

(3) The Developer agrees that if during said eighteen month period there is a failure of the installations laid or installed in said development described in the deed due to failure of material, improper grading, poor construction or poor workmanship, the Developer shall be responsible for adequate maintenance and repair.

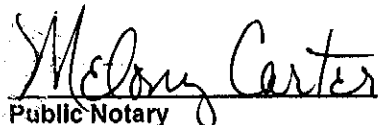
(4) In the event of such failure of the improvements, the City shall notify the Developer and set forth in writing the items in need of repair. The Developer shall present within fifteen business days its proposed plan of repair and shall have the repairs completed at a reasonable time, as determined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

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

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

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

ATTEST:


Public Notary
Notary Public
Columbia County, GA
My Commission Expires
September 23, 2012

ATTEST:

Clerk of Commission

00483356-2

SAVANNAH RIVER FINANCIAL
CORPORATION

BY  (L.S.)
Paul S. Simon
As Chairman of the Board

AUGUSTA, GEORGIA

_____(L.S.)
As Its Mayor

STATE OF GEORGIA
COUNTY OF RICHMOND

MAINTENANCE AGREEMENT
SAVANNAH RIVER BANKING CO.
(Gravity Sanitary Sewer Main)

THIS AGREEMENT, entered into this _____ day of _____, 2012, by and between SAVANNAH RIVER FINANCIAL CORPORATION, a Georgia corporation, hereinafter referred to as the "DEVELOPER", and AUGUSTA, GEORGIA, a political subdivision of the State of Georgia, hereinafter referred to as the "AUGUSTA":

WITNESSETH

WHEREAS, the **DEVELOPER** has requested that **AUGUSTA** accept the gravity sanitary sewer, for the development known as SAVANNAH RIVER BANKING CO., as shown by a Deed of Dedication, contemporaneously tendered and recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, with this document; and

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

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

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

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

(3) The **DEVELOPER** agrees that, if during said eighteen month period there is a failure of the installations laid or installed in said development described in the Deed due to failure or poor workmanship, the

DEVELOPER shall be responsible for adequate maintenance and repair.

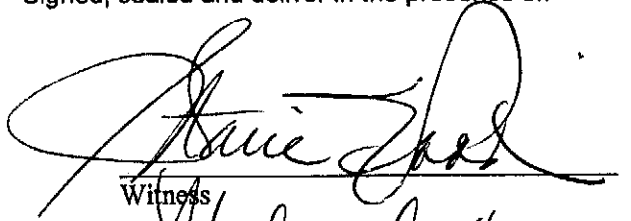
(4) In the event of such failure of the improvements, **AUGUSTA** shall notify the **DEVELOPER** and set forth in writing the items in need of repair. The **DEVELOPER** shall present, within fifteen business days of the date of said writing, its proposed plan of repair and shall have the repairs completed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

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

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

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

Signed, sealed and deliver in the presence of:


 Witness

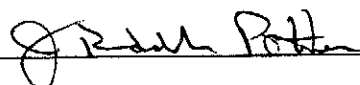
 Notary Public

State of _____ County of _____

My Commission Expires _____

SAVANNAH RIVER FINANCIAL
 CORPORATION, a Georgia corporation

By: 
 As Its: CHAIRMAN

Attest: 

As Its: Secretary

(Notary Seal) **Notary Public**
Columbia County, GA
My Commission Expires
September 23, 2012

(SEAL)

ACCEPTED BY:
AUGUSTA, GEORGIA

By: _____
David S. Copenhaver
As its Mayor

Attest: _____
Clerk of Commission

(SEAL)

STATE OF GEORGIA
COUNTY OF RICHMOND

MAINTENANCE AGREEMENT
SAVANNAH RIVER BANKING CO.
(Water Distribution System)

THIS AGREEMENT, entered into this _____ day of _____, 2012, by and between SAVANNAH RIVER FINANCIAL CORPORATION, a Georgia corporation, hereinafter referred to as the "DEVELOPER", and AUGUSTA, GEORGIA, a political subdivision of the State of Georgia, hereinafter referred to as the "AUGUSTA":

WITNESSETH

WHEREAS, the DEVELOPER has requested that AUGUSTA accept the water distribution system, for the development known as SAVANNAH RIVER BANKING CO., as shown by a Deed of Dedication, contemporaneously tendered and recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, with this document; and

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

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

- (1) AUGUSTA accepts the water distribution system for the development, respectively described in the Deed contemporaneously tendered herewith to the Augusta-Richmond County Commission.
- (2) The DEVELOPER agrees to maintain all the installations laid or installed in said development as described in said Deed for a period of eighteen months from the date of the acceptance of said Deed of Dedication by the Augusta-Richmond County Commission.
- (3) The DEVELOPER agrees that, if during said eighteen month period there is a failure of the installations laid or installed in said development described in the Deed due to failure or poor workmanship, the

DEVELOPER shall be responsible for adequate maintenance and repair.

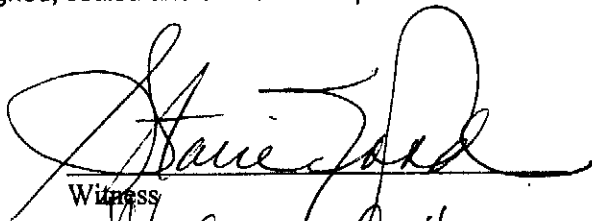
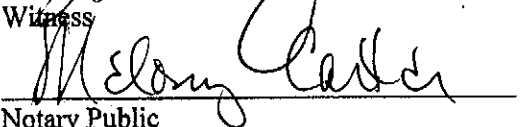
(4) In the event of such failure of the improvements, **AUGUSTA** shall notify the **DEVELOPER** and set forth in writing the items in need of repair. The **DEVELOPER** shall present, within fifteen business days of the date of said writing, its proposed plan of repair and shall have the repairs completed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

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

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

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

Signed, sealed and deliver in the presence of:


 Witness

 Notary Public

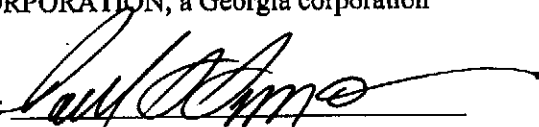
State of _____ County of _____

My Commission Expires _____

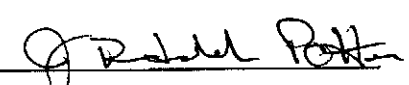
Notary Public
Columbia County, GA
My Commission Expires
September 23, 2012

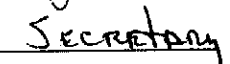
(Notary Seal)

SAVANNAH RIVER FINANCIAL
 CORPORATION, a Georgia corporation

By: 

As Its: 

Attest: 

As Its: 

(SEAL)

ACCEPTED BY:
AUGUSTA, GEORGIA

By: _____
David S. Copenhaver
As its Mayor

Attest: _____
Clerk of Commission

(SEAL)

STATE OF GEORGIA

COUNTY OF RICHMOND

DEED OF DEDICATION
SAVANNAH RIVER BANKING CO.
[Gravity Sanitary Sewer System]

WHEREAS, SAVANNAH RIVER FINANCIAL CORPORATION, a Georgia corporation, hereinafter known as "DEVELOPER", owns a tract of land in Augusta-Richmond County, Georgia, abutting Walton Way Ext. (PIN 023-0-347-00-0), and SAVANNAH RIVER BANKING COMPANY, a federal savings bank, hereinafter known as "BANK" owns an adjacent tract of land (PIN 023-0-347-01-0), and GEORGIA REHABILITATION INSTITUTE, INC., a Georgia non-profit corporation, owns an adjacent tract of land (PIN 023-0-005-01-0), and BERNARD S. DUNSTAN, JR., MICHAEL RUBEN, and J. R. DUNSTAN FAMILY LIMITED LIABILITY LIMITED PARTNERSHIP, a Georgia limited liability limited partnership, owns an adjacent tract of land (PIN 023-0-006-00-0), these later parties together hereinafter known as "GRANTOR"; and

WHEREAS, during the development of the property belonging to DEVELOPER and BANK, DEVELOPER did construct a gravity sanitary sewer system; and

WHEREAS, said gravity sanitary sewer system is shown on a Plat prepared by Toole Surveying Company, Inc., dated January 13, 2012, revised April 13, 2012, which is attached to and recorded with this document and to which reference is hereby made for a more complete and accurate description as to the land herein described; and

WHEREAS, it is the desire of DEVELOPER, BANK and GRANTOR, to deed and dedicate the gravity sanitary sewer, along with easements over said system, to AUGUSTA, GEORGIA, (hereinafter known as "AUGUSTA"), a political subdivision acting by and through the Augusta-Richmond County Commission for maintenance and control; and

WHEREAS, GRANTOR did grant DEVELOPER, certain easement rights, as shown in a "Declaration of Sanitary Sewer Easement", dated December 6, 2007, and recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Reel 1156, Pages 2323-2327, and a "Declaration of Sanitary Sewer Easement", dated February 20, 2008, and recorded in said Clerk's office, in Realty Reel 1170, Pages 1760-1765; and

WHEREAS, it is the desire of GRANTOR and DEVELOPER to give, transfer, deed and dedicate said easement rights to AUGUSTA, and agree that this Deed of Dedication will supersede and replace the two afore described said "Declaration of Sanitary Sewer Easement" ; and

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

WHEREAS, DEVELOPER, BANK and GRANTOR have agreed that neither AUGUSTA, nor any of its departments, shall maintain individual force mains and/or grinder pumps and that said individual force mains and/or grinder pumps shall remain private;

NOW, THEREFORE, this indenture made this _____ day of _____, 2012 between DEVELOPER, BANK, GRANTOR and AUGUSTA,

WITNESSETH:

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

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

Together with all of the necessary rights of ingress and egress for the purpose of maintaining, expanding, repairing, adding, constructing, installing, extending, operating, replacing, laying and relaying pipelines carrying and transporting Augusta's utilities services; and

DEVELOPER, BANK and GRANTOR do further agree that when construction or maintenance is necessary, AUGUSTA may dig such trenches in said property, as may be necessary for the project; to pile and store 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 property, along with the free right of ingress and egress to and from said permanent easements for these purposes.

In the event AUGUSTA disturbs any ground during the exercise of its rights with respect to the Property, AUGUSTA shall return such ground to its substantially, or nearly as reasonably possible, pre-disturbed condition, in a commercially reasonable manner and time frame.

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

DEVELOPER, BANK and GRANTOR further agree that no trees or other vegetation that may interfere with the constructing, laying, relaying, replacing, installing, adding, expanding, extending, operating, repairing and maintaining of pipelines transporting and carrying utility services shall be planted on said easement(s) and that no buildings, structures, or other permanent improvements shall be erected, constructed, or maintained thereon; and, if such prohibited trees, vegetation, buildings structures, or other permanent structures (hereinafter referred to as "obstructions") are placed, built, planted within said permanent easements, such action will be considered a violation of this agreement and Augusta shall have the absolute right to immediately remove, or have removed, such obstructions and shall bear no responsibility, or liability, for said obstruction's value.

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

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

IN WITNESS WHEREOF, DEVELOPER, BANK and GRANTOR have each hereunto set its hand and affixed its seal the day and year first above written.

[EXECUTION ON FOLLOWING PAGE]

EXECUTED under seal the day and year first above written.

Signed, sealed and delivered in
the presence of:

Melony Carter
Unofficial Witness

Melony Carter
Notary Public

My Commission

Expires: _____

(Notarial Seal)

Notary Public
Columbia County, GA
My Commission Expires
September 23, 2012

SAVANNAH RIVER FINANCIAL
CORPORATION, a Georgia corporation

By: Paul S. Simon

Print Name: PAUL S SIMON

Title: AS its CHAIRMAN

Attest: J R L Potts

As Its: Secretary

(Seal)

Signed, sealed and delivered in
the presence of:

Melony Carter
Unofficial Witness

Melony Carter
Notary Public

My Commission

Expires: _____

(Notarial Seal)

Notary Public
Columbia County, GA
My Commission Expires
September 23, 2012

SAVANNAH RIVER BANKING COMPANY,
a federal savings bank (Seal)

By: Paul S. Simon

Print Name: PAUL S. SIMON

Title: As its CHAIRMAN

Attest: J R L Potts

As Its: Secretary

Signed, sealed and delivered in
the presence of:

Rogger L. Zimmerman
Unofficial Witness

Ann F. Keller
Notary Public

My Commission
Expires: 11/28/2014

(Notarial Seal)



GEORGIA REHABILITATION INSTITUTE,
INC., a Georgia non-profit corporation

By: D. B. Skelly

Print Name: Dennis B Skelly

Title: Pres/CEO

Attest: V. J. Noyles

As Its: Asst. Secretary

(Seal)

Signed, sealed and delivered in the
presence of:

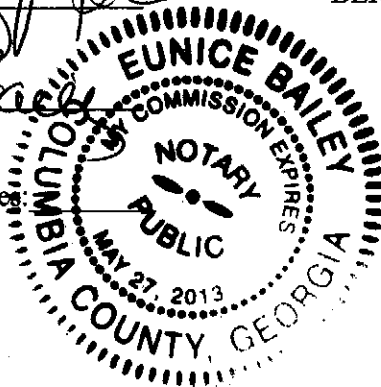
[Signature]
Unofficial Witness

[Signature]
Notary Public

My Commission Expires: _____

(Notarial Seal)

[Signature] (L.S.)
BERNARD S. DUNSTAN, JR.



Signed, sealed and delivered in the
presence of:

[Signature]
Unofficial Witness

[Signature]
Notary Public

My Commission Expires: _____

(Notarial Seal)

[Signature] (L.S.)
MICHAEL RUBIN



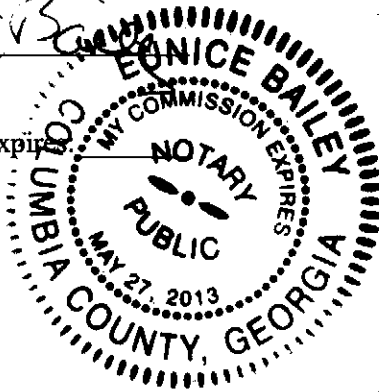
Signed, sealed and delivered in the
presence of:

[Signature]
Unofficial Witness

[Signature]
Notary Public

My Commission Expires: _____

(Notarial Seal)



J.R. DUNSTAN FAMILY LIMITED
LIABILITY LIMITED PARTNERSHIP, a
Georgia limited liability limited partnership
(Seal)

By: [Signature]
Margaret D. Dunstan
As its General Partner

Signed, sealed and delivered in the
presence of:

Unofficial Witness

Notary Public

My Commission Expires: _____

(Notarial Seal)

Accepted:

AUGUSTA, GEORGIA, a political subdivision of
the State of Georgia, acting by and through the
Augusta Commission (Seal)

By: _____

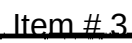
Print Name: _____

Title: _____

Attest: _____

Print Name: _____

Title: _____



STATE OF GEORGIA

COUNTY OF RICHMOND

**DEED OF DEDICATION
SAVANNAH RIVER BANKING CO.
[Water Distribution System]**

WHEREAS, SAVANNAH RIVER FINANCIAL CORPORATION, a Georgia corporation, hereinafter known as "**DEVELOPER**", owns a tract of land in Augusta-Richmond County, Georgia, abutting Walton Way Ext. (PIN 023-0-347-00-0), and

WHEREAS, during the development of the property belonging to **DEVELOPER**, **DEVELOPER** did construct a water distribution system; and

WHEREAS, said development is shown on a Plat prepared by Toole Surveying Company, Inc., dated January 13, 2012, revised April 13, 2012, which is attached to and recorded with this document and to which reference is hereby made for a more complete and accurate description as to the land herein described; and

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

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

NOW, THEREFORE, this indenture made this ____ day of _____, 2012 between **DEVELOPER** and **AUGUSTA**,

WITNESSETH:

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

Exclusive 20 foot easement(s) in perpetuity over the water distribution system, within the right-of-way of "EXCHANGE LANE", said right-of-way being shown on the aforementioned plat.

An exclusive 10 foot easement, marked "New 10' Utility Easement 0.02 AC", as shown on the aforementioned plat.

Together with all of the necessary rights of ingress and egress for the purpose of maintaining, expanding, repairing, adding, constructing, installing, extending, operating, replacing, laying and relaying pipelines carrying and transporting Augusta's utilities services; and

DEVELOPER does further agree that when construction or maintenance is necessary, **AUGUSTA** may dig such trenches in said property, as may be necessary for the project; to pile and store 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 property, along with the free right of ingress and egress to and from said permanent easements for these purposes.

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

DEVELOPER further agrees that no trees or other vegetation that may interfere with the constructing, laying, relaying, replacing, installing, adding, expanding, extending, operating, repairing and maintaining of pipelines transporting and carrying utility services shall be planted on said easement(s) and that no buildings, structures, or other permanent improvements shall be erected, constructed, or maintained thereon; and, if such prohibited trees, vegetation, buildings structures, or other permanent structures (hereinafter referred to as "obstructions") are placed, built, planted within said permanent easements, such action will be

considered a violation of this agreement and Augusta shall have the absolute right to immediately remove, or have removed, such obstructions and shall bear no responsibility, or liability, for said obstruction's value.

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

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

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

[EXECUTION ON FOLLOWING PAGE]

EXECUTED under seal the day and year first above written.

Signed, sealed and delivered in
the presence of:

Harriet [Signature]
Unofficial Witness

Melony Carter
Notary Public

My Commission

Expires: _____

(Notarial Seal)

**Notary Public
Columbia County, GA
My Commission Expires
September 23, 2012**

SAVANNAH RIVER FINANCIAL
CORPORATION, a Georgia corporation

By: *Paul S. Simon*

Print Name: PAUL S. SIMON

Title: AS ITS CHAIRMAN

Attest: *J. [Signature]*

As Its: Secretary

(Seal)

Signed, sealed and delivered in
the presence of:

Unofficial Witness

Notary Public

My Commission
Expires: _____

(Notarial Seal)

Accepted:

AUGUSTA, GEORGIA, a political subdivision
of the State of Georgia, acting by and through
the Augusta Commission

By: _____

Print Name: _____

Title: _____

Attest: _____

Print Name: _____

Title: _____

(SEAL)

DATE OF SURVEY - JANUARY, 2012
EQUIPMENT USED - NIKON DTM 550
ANGULAR ERROR - 2"/ANGLE
POSITIONAL TOLERANCE 0.10'
PLAT CLOSURE: 1 IN 144,758

% N/F SAVANNAH
 RIVER BANKING CO. 2
 TM 023-0-347-00-0

NEW SAN. SEWER
EASEMENT
0.04 AC
(TO BE DECATED TO AUGUSTA-
RICHMOND COUNTY)

TM 023-0-005-01-0
% N/F GEORGIA
REHABILITATION %

LINE	LENGTH	BEGINNING
L1	10.00	S57°48'26" W
L2	80.84	S32°13'41" E
L3	67.60	N42°14'23" E
L4	132.27	N04°44'34" E
L5	54.38	N46°39'03" E
L6	79.39	S46°39'03" W
L7	131.48	S24°44'34" W
L8	62.53	S42°14'23" W
L9	189.78	S32°02'07" E
L10	204.92	N32°03'07" W
L11	8.28	N42°14'23" E

% N/F SAVANNAH
RIVER BANKING CO., %
TM 023-0-347-00-0

NEW RIGHT OF WAY
0.63 ACRES

% N/F SAVANNAH
RIVER BANKING CO. %
TM 023-0-347-01-0

NEW SAN. SEWER
EASEMENT
0.18 AC
(TO BE DECATED TO AUGUSTA-
RICHMOND COUNTY)

% N/F BERNARD S.
DUNSTAN, JR %
TM 023-0-006-00-0

% N/F GEORGIA
REHABILITATION, INC. %

NEW 10' UTILITY EASEMENT
0.02 AC
{TO BE DECATED TO AUGUSTA-
RICHMOND COUNTY}

WALTON WAY EXT. 130' R/W



SHEET TITLE:
PLAT FOR

RICHMOND COUNTY, GEORGIA

PROJECT TITLE:

SAVANNAH RIVER BANKING CO.

-Prepared By-



Toole Surveying Company, Inc.

308 4th Street-----Phone (706) 722-4115-----Augusta, Georgia 30901
Fax (706) 722-4118 ----- www.toolesurveying.com

Item # 3

1	4/13/12	ROAD NAME
REV. NO.	DATE	DESCRIPTION

Sheet:

ORIGINAL RELEASE DATE:
JANUARY 13, 2012

1 of 1



**Engineering Services Committee Meeting
6/11/2012 1:00 PM
Minutes**

Department: Clerk of Commission

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

Background:

Analysis:

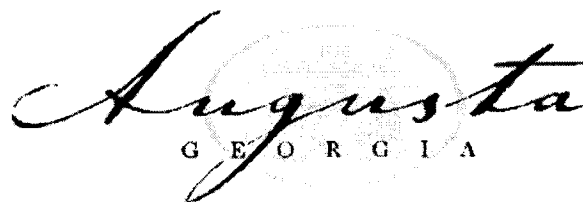
Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:



Engineering Services Committee Meeting Commission Chamber - 5/29/2012

ATTENDANCE:

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

Absent: Hon. Deke Copenhaver, Mayor.

ENGINEERING SERVICES

1. Award Design Consultant Services Agreement to Civil Services, Inc. in the amount of 148,823.88 for Broad Street Bridge (Off Ramp to Washington Road over Raes Creek). This Project will be funded through SPLOST PHASE VI for the Engineering Department. **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. Approve construction contract award to Blair Construction in the amount of \$3,237,323.74 for the extension to the Water Distribution System at Fort Gordon's Gate 4. **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

3. Report from Utilities regarding disposal of sludge at the Landfill.

Item Action:
Approved
Item # 4

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve receiving this item as information and allow the program to remain as it is. Mr. Jackson votes No. Motion Passes 3-1.	Commissioner Grady Smith	Commissioner Corey Johnson	Passes

4. Award the Design Consultant Services Agreement to Moreland Altobelli Associates, Inc., in the amount of \$159,910.00 for the Broad Street Bridge over the Augusta Canal, and the Broad Street Bridge over Hawks Gully. This Project will be funded through SPLOST PHASE VI for AED. **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

5. Approve Capital Project Budget and Supplemental Agreement Two (CPB#328-041110-211828101) in the amount of \$562,612 for the East Augusta Street and Drainage Improvement Project to Toole Engineers, Inc., for Design Engineering Services. Funding is available in the project budget from SPLOST PHASE VI as requested by AED. **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

6. Authorize Augusta Utilities to add four new positions to serve Fort Gordon and increasing customer demands. **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

7. Approve granting Georgia Power an easement for their utilities to provide electrical service to the new Augusta Sheriff's Detention Management Services building at 402 Walton Way , as requested by AED. Also approve having the agreement executed by the appropriate Augusta official(s). **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

8. Presentation by Mr. Mike Samadi regarding issues with the garbage collection service and solid waste billing. **Item Action:** Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve receiving this item as information with a Landfill code enforcement officer to monitor the properties for 30 days to insure compliance with the collection practices. Motion Passes 4-0.	Commissioner Grady Smith	Commissioner Corey Johnson	Passes

9. Motion to approve the minutes of the Engineering Services Committee held on May 7, 2012. **Item Action:** Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
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Item # 4

Approve	Motion to approve. Motion Passes 4-0.	Commissioner Grady Smith	Commissioner Corey Johnson	Passes
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10. Motion to approve an Option for the purposes of acquiring a Right-of-Way between Family Broadcasters, Inc., as owners, and Augusta, Georgia, as optionee, in connection with the East Augusta Roadway and Drainage Improvement Project, 6.9 acres (300,815 sq. ft.) in fee simple and (N/A sq. ft.) of permanent drainage and utility easement, more or less; and (N/A sq. ft.) of temporary construction easement from property located at: 580 Laney Walker Blvd. Ext., private, at the purchase price of \$138,000.00.
- 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

11. Authorize the Engineering Department to extend Supplemental Agreement Number Six with Jacobs Engineering Group Inc., to continue to provide project management support via staff augmentation in the amount not to exceed \$172,200 which will be funded from SPLOST Contingency funds for the Engineering Department.
- 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

12. Approve Utilities upgrade of Itron 60W Radio Read Transmitters to 100W Radio Read Transmitters.
- Item Action:**
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Motion to			

Approve	approve. Motion Passes 4-0.	Commissioner Grady Smith	Commissioner Corey Johnson	Passes
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www.augustaga.gov



**Engineering Services Committee Meeting
6/11/2012 1:00 PM**

Motion to authorize refunding Water and Sewerage Revenue Bonds, Series 2002

Department: Finance

Caption: Motion to authorize the Finance and Utility departments to begin the process for refunding the Water and Sewerage Revenue Bonds Series 2002 in the approximate outstanding principal amount of \$98,875,000 and the issuance of up to \$40,000,000 of additional bonds for new water and sewer projects, all of such bonds to be issued through a competitive bid process with Murray, Barnes, Finister, LLP and McKenna Long & Aldridge, LLP serving as bond and disclosure counsel.

Background: Augusta issued \$149,400,000 in bonds in 2002 to finance various water and sewer improvements. The bond documents provided that the bonds could be called after ten years. Current interest rates on tax exempt municipal bonds are lower than the rates on the existing bonds which makes refunding these bonds a prudent financial decision. In addition, the Utilities Department has needed projects that cannot be timely funded through cash flow. These projects are estimated to total between \$35 million and \$40 million.

Analysis:

Financial Impact:

Alternatives: a) Refund the existing bonds and issue additional bonds for needed projects. b) Not refund the existing bonds and forego the interest savings and delay the construction of new projects.

Recommendation: Refund the existing bonds and issue the additional bonds for needed projects.

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

This is an enterprise fund. Receipts from operations will pay debt service.

REVIEWED AND APPROVED BY:



Engineering Services Committee Meeting

6/11/2012 1:00 PM

Mowing and Maintenance Agreement and Indemnity Agreement (Walton Way (SR 4))

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

Caption: Approve entering into a Mowing and Maintenance Agreement as well as an Indemnity Agreement with the Georgia Department of Transportation along Walton Way (SR 4) between 13th Street and 15th Street in conjunction with median landscaping project as requested by AED/TE.

Background: Currently, there is a proposed project by the Augusta Beautification Program to landscape and maintain the median along Walton Way between 13th Street and 15th Street. Although in a companion agenda item, the Augusta Beautification Program will be providing the maintenance of the median, for landscaping projects along State Routes, Georgia DOT requires that the local government enter into a mowing and maintenance agreement, irrespective of funding source. Moreover, since the proposed project will include a sprinkler system, Georgia DOT requires an indemnity agreement to be executed as well.

Analysis: Agreement would allow the beautification project to move forward

Financial Impact: None anticipated.

Alternatives: 1.Approve entering into a Mowing and Maintenance Agreement as well as an Indemnity Agreement with the Georgia Department of Transportation along Walton Way (SR 4) between 13th Street and 15th Street in conjunction with median landscaping project as requested by AED/TE. 2.Do not approve and beautification project cannot proceed.

Recommendation: Approve Alternative Number One.

Funds are Available in the Following Accounts: N/A

REVIEWED AND APPROVED BY:

Finance.

Law.

Administrator.

Clerk of Commission

Rev: May 21, 2010

RIGHT OF WAY MOWING AND MAINTENANCE AGREEMENT

By and Between

THE

GEORGIA DEPARTMENT OF TRANSPORTATION

AND

Augusta – Richmond County

THIS AGREEMENT made and entered into this ____ day of _____, 20____ by and between the **DEPARTMENT** of Transportation, an agency of the State of Georgia, hereinafter alternately referred to as “**DEPARTMENT**” or “**LICENSOR**”, and the Augusta-Richmond County hereinafter referred to as “**LICENSEE**”.

WHEREAS, the DEPARTMENT desires to enter into a public/private partnership to perform certain services relating to mowing and maintenance within DEPARTMENT'S right of way, hereinafter called the "PROJECT", and

WHEREAS, the **LICENSEE** has represented to the **DEPARTMENT** that, if such permission is granted to the **LICENSEE**, **LICENSEE** shall bear all costs and liability associated with the **PROJECT**; and

WHEREAS, the **LICENSEE** has represented to the **DEPARTMENT** that they are qualified and experienced to provide such services and the **DEPARTMENT** has relied upon such representations;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants as herein contained, it is agreed by and between the parties hereto that:

ARTICLE I

SCOPE OF PROJECT

The **DEPARTMENT** shall permit the **LICENSEE** to perform or cause to be performed, the **PROJECT** consisting of certain services related to maintaining an identified section of the **DEPARTMENT'S** rights of way.

This permission shall be granted by the means of this Agreement for the entire scope of the **PROJECT**, as set forth herein.

The maintenance duties and responsibilities of the **LICENSEE** are defined and set forth in Article XI – **MAINTENANCE WORK PLAN** of this Agreement, and further enumerated and described in Exhibit 'A' – Application and Permit for Special Encroachment with approved drawings or final working drawings for a Department-approved construction **PROJECT**. Exhibit 'A' is attached hereto and incorporated by reference as if fully set out herein. The **PROJECT** location shall be defined or delineated as part of Exhibit 'A'. The required Special Encroachment Permit and/or the construction **PROJECT** final working drawings are to be approved or issued by the **DEPARTMENT**.

Should the **LICENSEE** desire that these maintenance services be performed by a third party, **LICENSEE** and the third party shall enter into subsequent agreement, whereby the **LICENSEE** shall assume all responsibility of repayment to the third party for those services to be rendered as set forth in Article XI - **MAINTENANCE WORK PLAN**. The Agreement between **LICENSEE** and any third parties to this Agreement, shall meet all operational and administrative requirements, including the provisions of liability insurance, set forth by the **DEPARTMENT**, and all liability associated with the **PROJECT** shall be borne by **LICENSEE** and any third parties, as set forth in Article VIII, herein.

ARTICLE II
EXECUTION OF CONTRACT AND AUTHORIZATION
TIME OF PERFORMANCE

Time is of the essence in this agreement. The **LICENSEE** shall execute this Agreement and return it to the **DEPARTMENT** within thirty (30) days after receipt of contract forms from the **DEPARTMENT**.

The **LICENSEE** shall begin work on the **PROJECT** under this Agreement immediately after receiving a signed and executed copy of the Agreement (unless noted otherwise in Exhibit A or upon **PROJECT** construction completion).

Subject to the terms and conditions set forth in this Agreement, and upon execution of this Agreement, the **DEPARTMENT** grants the right to the **LICENSEE** to mow, edge, and maintain, as set forth in Article XI- **MAINTENANCE WORK PLAN**, that specific section of right-of-way identified in this Agreement, and herein defined as the **PROJECT**.

The duration of this Agreement shall be for fifty years from the date above first written unless terminated sooner by the **DEPARTMENT** or **LICENSEE**.

ARTICLE III
SUBSTANTIAL CHANGES

If, prior to the satisfactory completion of the services under this Agreement, any party materially alters the scope, character or complexity of the services from those required under the Agreement, a Supplemental Agreement shall be executed between the parties. It is understood, however, that **LICENSEE** shall not engage in any activities or conduct any work which would be considered to be outside the scope of the permission granted to **LICENSEE** by the **DEPARTMENT**. Minor changes in the work which do not involve increased compensation, extensions of time or changes in the goals and objectives of the work may be made by written notification of such change by any party with written approval by the other parties.

ARTICLE IV ASSIGNMENT

It is understood by the **LICENSEE** that the work is considered personal and, except as provided for in Article I, **LICENSEE** agrees not to assign, sublet or transfer any or all of their interest in this Agreement without prior written approval of the **DEPARTMENT**.

ARTICLE V CONTRACT DISPUTES

This Agreement shall be deemed to have been executed in Fulton County, Georgia, without reference to its choice of law doctrine, and all questions of interpretation and construction shall be governed by the laws of the State of Georgia. Any litigation arising out of this contract shall be commenced within the State of Georgia. The foregoing provisions shall not be construed as waiving any immunity to suit or liability, including without limitation, sovereign immunity which may be available to the Department.

ARTICLE VI INSURANCE

Prior to beginning work, the **LICENSEE** shall obtain and certify to the **DEPARTMENT** that it has the following minimum amounts of insurance coverage:

- (a) Workmen's Compensation Insurance in accordance with the laws of the State of Georgia.
- (b) Public Liability Insurance in an amount of not less than one hundred thousand dollars (\$100,000) for injuries, including those resulting in death to any one person, and in an amount of not less than three hundred thousand dollars (\$300,000) on an account of any one occurrence, or proof of self insurance.
- (c) Property Damage Insurance in an amount of not less than fifty thousand dollars (\$50,000) from damages on account of any occurrence, with an aggregate limit of one hundred thousand dollars (\$100,000), or proof of self insurance.

(d) Valuable Papers Insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the **PROJECT**.

(e) Insurance shall be maintained in full force and effect during the life of the **PROJECT**.

The **LICENSEE** shall furnish upon request to the **DEPARTMENT**, certificates of insurance evidencing such coverage. These certificates **shall** also provide that the insurance will not be modified or canceled without a 30 day prior written notice to the **DEPARTMENT**. Failure by the **LICENSEE** to procure and maintain the insurance as set forth above shall be considered a default and cause for termination of this Agreement and forfeiture of the Performance and Payment Bonds. The **LICENSEE** shall, at least fifteen (15) days prior to the expiration date or dates of expiring policies, deposit certified copies of renewal, or new policies, or other acceptable evidence of insurance with the **DEPARTMENT**.

ARTICLE VII COMPENSATION

It is agreed that **LICENSEE** shall conduct all work at no cost to the **DEPARTMENT**, and without compensation from the **DEPARTMENT**. It is further agreed that any **and all** issues relating to compensation and payment shall be resolved by and between **LICENSEE** and any successors, subcontractors, or assigns thereto.

The **DEPARTMENT** and **LICENSEE** further agree that, should the **DEPARTMENT** be required to conduct any inspections and/or supervision of the **PROJECT** beyond that which would normally occur in the ordinary course of the **DEPARTMENT'S** maintenance activities, **LICENSEE** shall reimburse the **DEPARTMENT** for such inspection and supervision. The rate of reimbursement for the **DEPARTMENT'S** inspection and supervision shall in no case exceed a rate determined to be reasonable by the parties.

Should **LICENSEE** and the **DEPARTMENT** desire to change this agreement at a later date to provide for compensation to **LICENSEE**, or any successors or assigns thereto, such change shall only be permitted by a supplemental agreement as set forth in Article III herein. Any supplemental agreements involving compensation shall be subject to the **DEPARTMENT** review and approval.

ARTICLE VIII
RESPONSIBILITY FOR CLAIMS AND LIABILITY
LICENSEE NOT AGENT OF DEPARTMENT

LICENSEE, and all successors and assigns thereto, shall save harmless the **DEPARTMENT**, its officers, agents, and employees from all suits, claims, actions or damages of any nature whatsoever resulting from the performance of work assigned to **LICENSEE** under this Agreement. **LICENSEE** further agrees that they shall be fully responsible for injury or damage to landscaping, landscape related items, and any other non-standard and decorative elements installed by or for the **LICENSEE** within the right of way, and for any damage to the **DEPARTMENT'S** signs, structures, or roadway fixtures, if **LICENSEE** causes the damage. These indemnities shall not be limited by reason of the listing of any insurance coverage.

It is further understood and agreed that **LICENSEE**, or any successor or assigns thereto, in the conduct of any work involved in the **PROJECT**, shall not be considered the agent of the **DEPARTMENT** or of the State of Georgia.

ARTICLE IX
TERMINATION OF CONTRACT

The **DEPARTMENT** may terminate this contract for just cause at any time by giving of thirty (30) days written notice of such termination. Upon receipt of such notice of termination, **LICENSEE** shall discontinue and cause all work under this contract to terminate upon the date specified in the said notice. In the event of such termination, the **DEPARTMENT** shall be paid for any amounts as may be due it as specified in Article VII up to and including the specified date of termination. **LICENSEE** shall have the right to terminate this contract at any time, provided that such termination is first approved by the **DEPARTMENT**, and that the **DEPARTMENT** is reimbursed in full for all services rendered pursuant to Article VII.

The **DEPARTMENT** and **LICENSEE** further agree that, should the **DEPARTMENT** allow the **LICENSEE** to terminate the agreement, the termination, unless determined otherwise in writing by the **DEPARTMENT**, shall be contingent upon the following:

- A. The **LICENSEE**, at the discretion of the **DEPARTMENT**, removing the planted landscaping, landscape related items, and any other non-standard and decorative elements that were installed by or for the **LICENSEE** at no cost to the **DEPARTMENT**.
- B. The **LICENSEE** restoring the removed landscape areas to their original condition or a condition that meets federal standards and is acceptable to the **DEPARTMENT**.
- C. The **LICENSEE** restoring the removed non-standard and decorative elements with standard **DEPARTMENT** elements that meet federal and state requirements.
- D. The **LICENSEE** reimbursing the **DEPARTMENT** in full any state and/or federal funds used to purchase and install the landscaping, landscape related items, and other non-standard and decorative elements that are no longer to be maintained by the **LICENSEE**.

The **DEPARTMENT** and the **LICENSEE** agree that, should the **LICENSEE** fail to perform the maintenance, as set forth in Article XI - **MAINTENANCE WORK PLAN**, the **DEPARTMENT** may require the **LICENSEE** to remove, restore, and reimburse according to items "A", "B", "C", and "D" above, as applicable, and then terminate the agreement.

ARTICLE X

COMPLIANCE WITH APPLICABLE LAW

The undersigned certify that:

- A. This Agreement is subject to applicable state and federal laws, standards, and rules and regulations.
- B. The provisions of Sections 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated relating to Conflict of Interest and State Employees and Officials Trading with the State have been complied with in full.
- C. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full.

ARTICLE XI

MAINTENANCE WORK PLAN

This agreement is to cover all mowing and maintenance activities as described below for work that was performed under special encroachment permit # 03-2012-001-245. For all maintenance activities, at a minimum, abide by the Federal Manual of Uniform Traffic Control Devices (MUTCD) standards, current edition, for temporary traffic control. Move equipment or materials on or across a traveled way in a manner as not to unduly interfere with traffic. Approved work includes litter pick-up, mowing grass, fertilizing, watering, weeding, and other general routine care for any landscape approved within the area covered by this agreement.

Irrigation systems

- Winterize entire system each year – draining lines and adjust control settings to avoid freeze damage
- Maintain and monitor spray heads so they do not overspray on to paved areas or in pedestrian circulation paths
- Replace broken sprinkler heads or piping immediately
- Test system for operation efficiency a minimum of once a quarter – Check the controller settings and manually test each zone
- Adjust automatic controller settings for least amount of evapotranspiration
- Maintain a working shut-off valve at the meter connection and monitor system for leaks to avoid safety issues

Watering

- Provide adequate water to maintain healthy plant material
- Water in a manner that it does not endanger pedestrian or vehicular traffic
- Water according to the state or local government restrictions

Seasonal Color (Annuals and Herbaceous Perennials and Roses)

- Install and maintain plant material at a height that does not interfere with clear sight lines for both pedestrians and vehicular traffic according to the Department's sight distance criteria
- Maintain bare areas in seasonal beds with a minimum 3 inch cover of mulch
- Cut back perennials each year after they are spent to keep the beds free of vegetative debris
- Maintain any rose shrubs at a height that will not obstruct existing directional signs or driver sight lines.

Pruning

- Remove dead or diseased planted vegetation.
- Prune trees, shrubs and ground covers to maintain the health of the plants and to maintain in the intended design character of the plant (no stump pruning or lollipop/ball shapes)

- Prune trees, shrubs, and ground covers as needed to remove damage by storm or accident events and to prevent safety hazards. Prune to maintain open sight distances, clear zone areas and traffic sign visibility. Provide clearance for pedestrian and vehicular traffic mobility.
- Prune according to American National Standards Institute, latest edition, A300 Part 1 pruning standards

Plant Replacement

- Replacement of dead or diseased vegetation of planted material within the project limits is the responsibility of the LICENSEE
- Replacement plant material must be according to the Department's landscaping policy 6755-9 and Special Provision Section 702.

Weeding

- Maintain right of way free of weeds, exotic and invasive pest plants, undesired vegetation and other noxious weeds
- All Pesticide/Herbicide use shall be under the direct supervision of someone with the appropriate Commercial Category 27 (right of way use) license.
- When pesticides/herbicides are being applied the person applying shall have in their possession all labeling associated with the pesticide/herbicide and their license/certification.
- Post warning signs for pesticide/herbicide use as required by state code.

Mowing and trimming of grass

- Maintain a neat appearance and clear sight lines for pedestrian and vehicular traffic.

Mulching

- Replace mulch in plant beds as needed to maintain an attractive, fresh look at a 2-3" depth
- Maintain mulch so that it will not spread or wash on to pedestrian paths or traveled lanes

Litter

- Completely remove all litter and debris and other objectionable material on site.
- Do not deposit or blow litter, debris and vegetation into gutters or drainage structures.
- Make disposal in accordance with local and state laws.
- Remove all graffiti within project limits

NOTE: All major maintenance repair activities and activities that may interfere with traffic or pedestrian flow within the right of way project limits, such as travel lane/walkway closures, require the LICENSEE notify the Department at least 48 hours prior to the activity to coordinate and gain Department approval.

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

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

GEORGIA DEPARTMENT OF TRANSPORTATION

Commissioner or designee

ATTEST:

Angela O. Whitworth
Treasurer

LICENSEE:

(Title)

Sworn to before me this

_____ day of _____, 20____.

NOTARY PUBLIC

My commission expires _____, _____.

EXHIBIT 'A'

(Attach the Application and Permit for Special Encroachment with approved drawings **or** the final working drawings for a Department-approved construction)

DOT 7410

REV. 04/1982
REV. 06/2000

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
ATLANTA, GEORGIA
30334-1002



Distribution
(AFTER APPROVAL)
White – Applicant
Yellow – General Office
Blue – District Engineer
Green – Field Inspector

(FOR DOT USE ONLY)

District No. Two
State Highway No. 000400
Milepost No. 24.50
County Richmond
Permit No. _____

APPLICATION AND PERMIT FOR SPECIAL ENCROACHMENT

TO: GEORGIA DEPARTMENT OF TRANSPORTATION, ATLANTA, GEORGIA 30334-1002

Application is hereby made by Augusta-Richmond County 706-821-1796
Name of Applicant (Area Code) Phone No.
530 Greene Street Augusta, GA 30901
Post Office Address City and State Zip Code

for permission to accomplish work on the Right-of-Way of STATE HIGHWAY NO. 000400

U.S. N/A within the City Limits of Augusta and in Richmond County,
in accordance with the ATTACHED PLANS and subject to the Rules and Regulations for Driveway and Encroachment Control on file
in the General Office of the Georgia Department of Transportation, and made a part hereof by reference thereto, and any SPECIAL
REQUIREMENTS set forth herein. The description of the proposed work is to:

Landscape and install pop-up irrigation between MP 24.18 (15th Street) and MP 24.75 (13th Street).

The proposed work site is located on the property on the MEDIAN side of the highway beginning 25 Feet,
N. S. E. W. of the center line, of 15th Street and Fronting 3010
N. S. E. W. Feet further E along said Highway; and at mile post 24.5
N. S. E. W. From Nearest Street Total Frontage Used

Permit requested this 14th day of March, 20 12.

By _____
Witness in Ink on All Copies Type or Print Name

Witness in Ink on All Copies Sign in Ink on All Copies

Title If Agent or Official for Applicant

FORM TO BE COMPLETED BELOW THIS LINE BY GEORGIA DEPARTMENT OF TRANSPORTATION

☒ Non-Limited Access – Approval by District Office ☐ Limited Access – Approval by General Office

SPECIAL REQUIREMENTS: (by DOT only)

Base and paving to be equal to or better than that which now exists on the State Route System. Final design to be verified and approved by the responsible DOT Engineer. Permit is approved in accordance with the revisions in red as shown on the plans. Permit must comply with the GDOT Standards and Specifications Construction of Transportation Systems 2001 Edition and the current approved edition of the MUTCD.

PERMIT GRANTED to perform the above-described work in accordance with REQUIREMENTS of the Georgia Department of Transportation; this _____ day of _____, 20 _____.

This permit is to be strictly construed and no work other than that specifically described above is hereby authorized. The work authorized herein must begin within three months from the date of approval and must become completed on a schedule satisfactory to the department and not to exceed twelve months from the date the permit is approved.

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

By _____

Title

No modifications or changes may be made to the text of this permit, unless agreed upon in writing by the Department. A copy of the form for this permit is on file with the Department's Office of Traffic Operations, General Office, and the language therein shall be deemed to control in the event of any dispute concerning the specific provisions of this permit or any modifications to same.

RECORDED

_____ Book No. _____ Page _____
 Date _____ County _____ Page _____

INDEMNITY AGREEMENT

Indemnity Agreement entered into this _____ day of _____, 20_____, by and between Augusta-Richmond County (hereinafter call the "APPLICANT") and the GEORGIA DEPARTMENT OF TRANSPORTATION, as agency of the State of Georgia with offices at One Georgia Center, 600 Peachtree Street NW, Atlanta, Georgia 30308 (hereinafter called the "DOT");

WITNESSETH:

For and in consideration of the DOT's grant of permission for the installation of irrigation (hereinafter called the "ENCROACHMENT"), as indicated on Permit # 03-2012-001-245 on the right of way of State Route 4, in Land Lot N/A of the N/A Land District of Richmond County, Georgia.

The APPLICANT shall and does agree to indemnify and save harmless the DOT and DOT's agents, officers, servants and employees from any and all lawsuits, actions or claims of any character brought because of any injuries or damage received or sustained by any person, persons or property arising out of the construction, operation and/or maintenance of the ENCROACHMENT located as described herein.

The APPLICANT shall and hereby agrees to maintain the ENCROACHMENT in good repair at the APPLICANT's sole expense and shall and does hereby release DOT from any claims arising out of the APPLICANT's failure to so maintain the ENCROACHMENT.

The APPLICANT shall and hereby agrees to make all repairs at its own expense for any damage caused by DOT employees or agents to the ENCROACHMENT which is located on DOT right-of-way in accordance with the permit numbered above and issued with this agreement.

The DOT reserves the right to enter the area described in the ENCROACHMENT to insure the area is being maintained in accordance with DOT safety and maintenance standards. DOT shall notify the APPLICANT of any repairs which need to be made and the APPLICANT shall correct the problem as soon as such notification is given. If the APPLICANT has not made said repairs within a reasonable period of time, the DOT may enter the property to effect such repairs. The APPLICANT shall reimburse the DOT for any cost incurred as a result of DOT's performing such repairs.

The DOT reserves the right to terminate this indemnity Agreement at any time upon thirty (30) days written notice to the APPLICANT. Upon receipt of such notice as specified by DOT, the APPLICANT at its own expense, shall be responsible for removing the ENCROACHMENT and returning the area to its original condition or an acceptable substituted condition.

The term of the Indemnity Agreement shall be for a period of fifty (50) years, commencing upon execution hereof by DOT, subject to any rights of termination as are hereinabove set forth.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, individually or through their authorized officers, agents or attorneys-in-fact as the case may be, causing their respective seals to be affixed hereto the day and year first above written.

DEPARTMENT OF TRANSPORTATION

APPLICANT

By: _____ (SEAL)
 Commissioner

Corporate Seal Required for Corporations
 [Plus two (2) Signatures]

ATTEST:

 Signature of Property Owner (or Corporate Officer)

 Treasurer (STATE SEAL)

 Corporate Officer (or Another Property Owner)

 Unofficial Witness

 Typed Name of Owner (or Typed Names & Titles of
 Corporate Officers who signed above)

 Signature of APPLICANT

 Typed Name of APPLICANT (and Title if Applicable)

 Notary Public
 Commission Expiration:
 (NOTARIAL SEAL)

Item # 6



**Engineering Services Committee Meeting
6/11/2012 1:00 PM
Utilities Emergency Response Planning**

Department: Utilities

Caption: Consider Proposal from Westin Engineering to update ERP (Emergency Response Plan), COOP (Continuity of Operations Plan) and VA's (Vulnerability Assessments) for the Utilities Department.

Background: Utilities had previously solicited qualifications from firms to update our Emergency Response Plan (ERP), Continuity of Operations Plan (COOP) and Vulnerability Assessments (VA). Westin Engineering was selected as the highest rated firm.

Analysis: The Public Health Security and Bioterrorism Preparedness and Response Act of 2002 required that public water systems prepare Emergency Response Plans. Also during that time, the Utilities had prepared a Continuity of Operations Plan and Vulnerability Assessments. These plans need to be updated to reflect our new facilities and organization. The final scope and fee has been significantly reduced during the negotiation process. Our intent is to keep these plans updated internally in the future.

Financial Impact: Westin has proposed to update these plans for a fee of \$203,716. Funds are available in account 507043490-5212999/81100010-5212999.

Alternatives: The Commission could elect not to update these plans.

Recommendation: We recommend that the Commission approve the proposal from Westin Engineering in the amount of \$203,716.

Funds are Available in the Following Accounts: 507043490-5212999/81100010-5212999

REVIEWED AND APPROVED BY:

Cover Memo

Item # 7

Finance.
Procurement.
Law.
Administrator.
Clerk of Commission



**Engineering Services Committee Meeting
6/11/2012 1:00 PM
Vacant and Abandoned Lots and Right-of-Ways**

Department: Clerk of Commission

Caption: Discuss a plan of action for vacant and abandoned lots and right-of-ways throughout the city. (Revenue stream) (Requested by Commissioner Johnson)

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:
