



Engineering Services Committee
Meeting

Commission Chamber- 8/13/2012- 1:00 PM

ENGINEERING SERVICES

1. Approve 2012 Utilities Refunding Bond Reimbursement Resolution and Update. ☐ [Attachments](#)
2. Approve award to Beam's Contracting in the amount of \$569,025.00 for Emergency Bid Item #12-183, Closure of Collapsing Abandoned Sewer on Doug Barnard Parkway. ☐ [Attachments](#)
3. Approve contract award to Khafra Engineering Consultants, Inc. in the amount of \$80,403.00 for the fees associated with performing the required NPDES Storm Water Monitoring on various Augusta Utilities Projects. ☐ [Attachments](#)
4. Approve the deeds of dedication, maintenance agreements, and road resolution submitted by the Engineering and Augusta Utilities Departments for Granite Hill Subdivision, Section Three "B". ☐ [Attachments](#)
5. Approve the deeds of dedication, maintenance agreements, and road resolutions submitted by the Engineering and Augusta Utilities Departments for Granite Hill Subdivision, Section Three. ☐ [Attachments](#)
6. Approve the deeds of dedication, maintenance agreements, and road resolutions submitted by the Engineering and Augusta Utilities Departments for Hayne's Station Subdivision, Phase I. ☐ [Attachments](#)
7. Approve the deeds of dedication, maintenance agreements, and road resolutions submitted by the Engineering and Augusta Utilities Departments for Manchester Subdivision, Section Six. ☐ [Attachments](#)
8. Motion to approve the minutes of the Engineering Services Committee held on July 30, 2012. ☐ [Attachments](#)

9. Presentation of options, along with funding sources, for the Augusta, Georgia Municipal Building Renovations and Modernization Project. ☐ [Attachments](#)
10. Motion to approve the construction of the Frontage Road Extension and task the Administrator with identifying the funding source for Commission approval. ☐ [Attachments](#)

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**Engineering Services Committee Meeting
8/13/2012 1:00 PM**

2012 Utilities Bond Refunding Reimbursement Resolution and Update

Department: Utilities, Tom Wiedmeier, Director

Caption: Approve 2012 Utilities Refunding Bond Reimbursement Resolution and Update.

Background: Utilities is planning the previously approved 2012 Bond Refunding.

Analysis: The attached reimbursement resolution allows funds that are spent on bond projects prior to the issuance of the bonds to be reimbursed from bond proceeds. The Financial Advisor recommends the approval for the Reimbursement Resolution and will provide an update the status of the Bond Issue.

Financial Impact: To be determined

Alternatives: n/a

Recommendation: Approve reimbursement resolution

Funds are Available in the Following Accounts: n/a

REVIEWED AND APPROVED BY:

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

RESOLUTION

WHEREAS, Augusta, Georgia (the “Consolidated Government”) intends to intends to pay for certain capital costs incurred in connection with water and sewer system improvement projects (the “Project”); and

WHEREAS, all or a portion of the costs of the Project will be financed with the proceeds of tax-exempt obligations (the “Bonds”) to be issued by the Consolidated Government; and

WHEREAS, prior to the issuance of the Bonds, the Consolidated Government may pay for all or a portion of the costs of the Project from water and sewerage system revenues; and

WHEREAS, the Consolidated Government anticipates reimbursing itself with Bond proceeds for the costs of the Project paid by it prior to the issuance of the Bonds; and

NOW, THEREFORE, be it resolved by the Augusta-Richmond County Commission, as follows:

1. The Consolidated Government reasonably expects to reimburse itself with proceeds of the Bonds for the costs of the Project paid by it prior to the issuance of the Bonds to the extent permitted by Section 1.150-2 of the Income Tax Regulations.
2. The maximum principal amount of Bonds which the Consolidated Government presently expects to be issued relating to the Project is currently estimated to be \$40,000,000.
3. All acts of the officers and employees of the Consolidated Government which are in conformity with the purposes and intents of this resolution shall be, and the same hereby are, in all respects approved and confirmed.
4. This resolution shall take effect immediately upon its adoption.

Adopted this ____ day of August, 2012.

AUGUSTA, GEORGIA

(SEAL)

Attest:

Mayor

Clerk

CLERK'S CERTIFICATE

The undersigned Clerk of Augusta, Georgia (the "Consolidated Government") DOES HEREBY CERTIFY that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution adopted by the Augusta-Richmond County Commission, at a meeting which was duly called and assembled on the ____ day of August, 2012, at which meeting a quorum was present and acting throughout, and that the original of said resolution appears in the minute book of the Consolidated Government which is in my custody and control.

WITNESS my hand this ____ day of August, 2012.

Clerk



Engineering Services Committee Meeting

8/13/2012 1:00 PM

Award contract for Emergency Bid Item #12-183, Closure of Collapsing Abandoned Sewer on Doug Barnard Parkway to Beam's Contracting.

Department:	Augusta Utilities Department
Caption:	Approve award to Beam's Contracting in the amount of \$569,025.00 for Emergency Bid Item #12-183, Closure of Collapsing Abandoned Sewer on Doug Barnard Parkway.
Background:	The abandoned existing sewer between Gordon Highway and Dan Bowles Road located beneath Doug Barnard Parkway was replaced recently with a new sewer system. There have been three to four roadway sinks failures recently that are considered caused due to the abandoned sewer deteriorating and collapsing. The project will fill any existing voids in and around the abandoned sewer pipeline to prevent this from occurring in the future.
Analysis:	The Augusta Utility Department issued a request for sealed bids for Emergency Bid Item #12-183, Closure of Collapsing Abandoned Sewer on Doug Barnard Parkway, due by 11:00 am Friday, August 3, 2012. Bids were opened and three vendors met all requirements and therefore their bids were accepted. The results were as follows: Beam's Contracting \$569,025.00, Mabus Bros Construction \$720,592.00, Blair Construction \$788,368.00. Beam's Contracting was found to be the lowest responsible bidder and therefore has been recommended for the award of this contract.
Financial Impact:	The lowest responsible bid for the construction of this project was \$569,025.00. These funds are available from the following account: 510043420-5425210/80210168-5425210.
Alternatives:	No alternatives are recommended.
Recommendation:	It is recommended that the construction contract for Emergency Bid Item #12-183, Closure of Collapsing Abandoned Sewer on Doug Barnard Parkway to Beam's Contracting be awarded to Beam's Contracting.

Cover Memo

Item # 2

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

\$569,025.00 from account 510043420-5425210/80210168-
5425210

REVIEWED AND APPROVED BY:

Finance.

Procurement.

Law.

Administrator.

Clerk of Commission



Augusta Utilities Department

Tom Wiedmeier, P.E., Director
Jerry Delaughter, P.E., Assistant Director

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

MEMO

DATE: August 7, 2012

TO: Geri Sams, Procurement Director

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

SUBJECT: Emergency Bid Item #12-183, Closure of Collapsing Abandoned Sewer on Doug Barnard Parkway

Item # 2

Augusta Utilities Department (AUD) sought bids for Emergency Bid Item #12-183, Closure of Collapsing Abandoned Sewer on Doug Barnard Parkway. Three vendors met the bid requirements and the results were as follows:

Vendor	Lump Sum
Bean's Contracting	\$569,025.00
Mabus Bros Construction	\$720,592.00
Blair Construction	\$788,368.00

Based on the above criteria, I can state that Bean's Contracting is the lowest responsible bidder for this job and recommend that they be awarded the contract.

Sincerely Yours,

Tom Wiedmeier, P.E.

BID TABULATION

Closure of Abandoned Sewer in
Doug Barnard Parkway
for Augusta, Georgia-Utilities Department
AUGUSTA-RICHMOND COUNTY, GEORGIA

PREPARED BY
ZEL
ENGINEERS
435 TELFAIR ST.
AUGUSTA, GEORGIA
PHONE (706) 724-5627

ZIMMERMAN, EVANS AND LEOPOLD, INC.

Bids Received: August 3, 2012 @ 11:00 A.M.

Proj. No. 1111-00

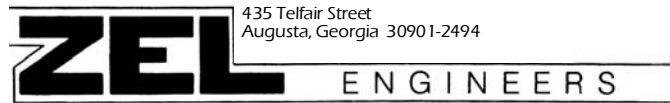
Bid.	Bidder	Attachment B	E-Verify #	Addendums 1 & 2	Bid Bond	Lump Sum
1	Bearn's Contracting 15030 Atomic Road Beech Island, SC 29842	Yes	167300	Yes	Yes	\$ 569,025.00
2	Mabus Bros Construction 920 Molly Pond Road Augusta, GA 30901	Yes	91818	Yes	Yes	\$ 720,592.00
3	Blair Construction P.O. Box 770 Evans, GA 30809	Yes	224004	Yes	Yes	\$ 788,368.00

I CERTIFY THAT THIS TABULATION IS A TRUE AND CORRECT COPY OF ALL BIDS
RECEIVED ON AUGUST 3, 2012 FOR AUGUSTA-RICHMOND COUNTY, GEORGIA

J. E. JIMENEZ, P.E.

Joseph J. Tankersley, P. E.
 Jorge E. Jiménez, P. E.
 Charles D. Drown, P. E.
 Stacey W. Gordon, P. E.
 John R. Armstrong, P. E., Retired
 Ted W. Ellis, P. E., Retired

Founded 1946



ZIMMERMAN, EVANS AND LEOPOLD, INC.
 (706) 724-5627 – FAX (706) 724-5789

Municipal Engineering
 Water Plants – Distribution Systems
 Wastewater Plants – Collection Systems
 Investigations – Planning Studies
 Recreational Facilities
 Industrial Parks – Land Development
 Industrial – Medical – Commercial Facilities
 Civil – Structural – Mechanical
 Electrical – Instrumentation

August 7, 2012

Mr. Tom Wiedmeier, P.E., Director
 Augusta Utilities Department
 360 Bay St., Ste 180
 Augusta, GA 30901

RE: Closure of Abandoned Sewer in Doug Barnard Parkway

Dear Mr. Wiedmeier:

We have reviewed the bids for the referenced project received by the Procurement Department on August 3, 2012. The low bidder was Beam's Contracting of Beech Island, SC. We recommend the project be awarded to the low bidder in the amount of \$ 569,025.00.

If you have any questions in this regard, please let us know.

Sincerely yours,

ZIMMERMAN, EVANS AND LEOPOLD, INC.

A handwritten signature in blue ink, appearing to read "Jorge E. Jimenez", is written over a light blue circular stamp.

Jorge E. Jiménez, P. E.
 Principal

JEJ:st

cc: Geri Sams, Purchasing Dept.

Emergency Invitation To Bid

Emergency Sealed bids will be received at this office until **Friday, July 27, 2012 @ 11:00 a.m.** for furnishing:

**Emergency Bid Item #12-183 Closure of Collapsing Abandoned Sewer on Doug Barnard Parkway Augusta
Utilities Department**

Emergency BID's will be received by Augusta, GA Commission hereinafter referred to as the OWNER at the offices of:

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

Emergency BID documents may be examined at the office of the Augusta, GA Procurement Department, 530 Greene Street – Room 605, Augusta, GA 30901. Plans and specifications for the project shall be obtained by all prime, subcontractors and suppliers exclusively from the Procurement Department. Bidders are cautioned that submitting a package without Procurement of a complete set are likely to overlook issues of construction phasing, delivery of goods or services, or coordination with other work that is material to the successful completion of the project. Bidders are cautioned that acquisition of documents through any other source is not advisable. Acquisition of documents from unauthorized sources places the bidder at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

A Mandatory Pre-Bid Conference will be conducted at the Procurement Department, 530 Greene Street, Room 605 on Thursday, July 12, 2012 @ 2:00 p.m. in the conference room. All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Monday, July 16, 2012 @ 5:00 P.M. No bid will be accepted by fax, all must be received by mail or hand delivered.

No BID may be withdrawn for a period of **60 days** after time has been called on the date of opening. **A 10% Bid Bond is required to be submitted in a separate envelope so marked along with the bidder's qualifications' a 100% performance bond and a 100% payment bond will be required for award.**

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

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

GERI A. SAMS, Procurement Director

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

EMERGENCY Bid Item #12-183 Closure of Collapsing Abandoned Sewer on Doug Barnard Parkway for Augusta, Georgia - Utilities Department Bid Due: Friday, August 3, 2012 @ 11:00 a.m.					
VENDORS	Attachment B	E-Verify #	Addendums 1 & 2	Bid Bond	Lump Sum
Beam's Contracting 15030 Atomic Road Beech Island, SC 29842	Yes	167300	Yes	Yes	\$ 569,025.00
Blair Construction P O Box 770 Evans, GA 30809	Yes	224004	Yes	Yes	\$ 788,368.00
Mabus Bros Construction 920 Molly Pond Road Augusta, GA 30901	Yes	91818	Yes	Yes	\$ 720,592.00

Emergency Briefing for
Closure of Collapsing Abandoned Sewer – Doug Barnard Parkway
For the City of Augusta – Environmental Services
Thursday, July 12, 2012 @ 2:00 p.m.

PLEASE PRINT

NAME	COMPANY/DEPT.	ADDRESS/CITY/STATE/ZIP CODE	TELEPHONE NUMBER	FAX NUMBER
1. JORGE JIMENEZ	ZEL	2221 435 TELFAR ST.	706-722-8941	706-724-5789
2. Jerry Delaughter	AVD	360 Bay St. S.W. Augusta, GA	703-312-4140	
3. Jeffery Cooper	Mabus Bros.	920 Molly Pond Rd. Augusta GA 30901	706-722-8941	706-722-7521
4. Larry Coolsby	"	"	"	"
5. TOM WIEDMEIER	AVD		(706) 312-4160	
6. William Mutimer	Blair Const	770 Evans Ga 30809	706-868-1950	706-868-1855
7. Scott Stephens	Beam's Contracting Inc	15030 Atomic Rd. BEECH ISLAND, SC 29842	803 827-0366	803-827-1868
8. Ricky Bosty	Beam's Contracting	1111	1111	1111
9. Phyllis Mills	Procurement		706 821-2888	706 821-2811
10. Sherita Duck	Procurement		706 821-4251	706 821-2811
11.				
12.				

Item # 2



Engineering Services Committee Meeting
8/13/2012 1:00 PM

Award NPDES Storm Water Monitoring contract for Augusta Utilities Department RFQ 12-156

Department:	Augusta Utilities Department
Caption:	Approve contract award to Khafra Engineering Consultants, Inc. in the amount of \$80,403.00 for the fees associated with performing the required NPDES Storm Water Monitoring on various Augusta Utilities Projects.
Background:	The Augusta Utilities Department issued a RFQ to qualified companies to perform the required tasks related to National Pollutant Discharge Elimination System (NPDES) storm water monitoring in association with AUD projects. These services will be required for one year with the option to renew for an additional year. The Selection Board rated the top 3 companies as Khafra Engineering, ATC Associates, and Moreland Altobelli Associates respectively.
Analysis:	Augusta Utilities Department management met with management of Khafra Engineering Consultants, Inc. to negotiate costs. The pricing for services by Khafra Engineering Consultants, Inc. were found to be competitive with similar firms in the area and considered fair and reasonable. Therefore, Khafra Engineering is recommended for contract award.
Financial Impact:	The final amount submitted for the services outlined in the project was \$80,403.00. These funds are available from the following account: 507043490-5212115 / 81000010-5212115.
Alternatives:	1. Reject the award of the engineering contract, which would delay the construction of various AUD projects so the NPDES requirements are being met.
Recommendation:	It is recommended that the contract for the NPDES services be approved for \$80,403.00.
Funds are Available in the Following	\$80,403.00 from account 507043490-5212115 / 81000010-5212115.

Cover Memo

Item # 3

Accounts:

REVIEWED AND APPROVED BY:

Finance.

Procurement.

Law.

Administrator.

Clerk of Commission



Augusta Utilities Department

Tom Wiedmeier, P.E., Director

Jerry Delaughter, P.E., Assistant Director

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

MEMO

DATE: July 30, 2012

TO: Geri Sams, Procurement Director

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

SUBJECT: RFQ 12-156, Khafra Engineering Consultants, Inc. NPDES Storm Water Monitoring, Price Negotiations

Augusta Utilities Department (AUD) management met with management of Khafra Engineering Consultants, Inc. to negotiate pricing and determine if AUD could reach a contract pricing agreement with subject company or be required to move forward with selection of another firm, if an agreement on pricing could not be met.

Subject company's pricing for services required under RFQ 12-156 were found to be competitive with similar firms in the area.

Based on the above criteria, and with the best interest of the City of Augusta in mind, I can state that of Khafra Engineering Consultants, Inc. Company's pricing for work to be performed under subject RFQ is acceptable.

Sincerely Yours,

Tom Wiedmeier, P.E.

Item # 3



July 26, 2012

Jerry Delaughter, P.E.
Assistant Director- Engineering
Augusta Utilities Department
360 Bay St. Ste. 180
Augusta, Georgia, 30901

Ref: Proposal NPDES Storm Water Monitoring
City of Augusta RFQ 12-156

Mr. Delaughter,

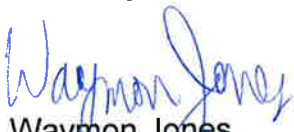
We are pleased to submit to you our "Best and final" proposal for NPDES Storm Water Monitoring (City of Augusta RFQ 12-156).

The total proposed cost for all five projects is *eighty thousand four hundred three dollars* (\$80,403).

We hope that this meets with your approval and await your notice to proceed.

We at KHA FRA appreciate the opportunity to serve the Augusta Utility Department and the City of Augusta.

Thank You.
Sincerely,


Waymon Jones
Principal

KHA FRA ENGINEERING CONSULTANTS, INC.

225 Peachtree St., N.E., Suite 1600

Atlanta, GA 30303-1730

(404) 525-2120

FAX (404) 525-3611

Item # 3

KHA Fra Engineering - Storm Water Monitoring Fees				
Task	Task Frequency per Project Site	Cost Basis		
		Project Cost for <u>ONE</u> Monitoring Sites	Number of Project Occurrences (Assumptions)	Total Cost
Project: Number One (90 Days)				
Program Management				
Maintain Logs	Every 14 days	130	6	\$ 780
Report Results to EPD	1/Month	284	3	\$ 852
Equipment Management				
Installation	1	216	1	\$ 216
Maintain/Monitor Equipment	Daily	Lump	Lump	\$ 2,205
Removal	1	216	1	\$ 216
Monitoring & Inspections				
Bi-Weekly - BMP's	Every 14 days	108	6	\$ 648
Monthly - BMP's	1/Month	144	3	\$ 432
After Qualifying Rainfall	0.5+ Inches	144	6	\$ 864
Sample Nephelometric Turbidity (NTU)	After Qualifying Rain	265	6	\$ 1,590
		TOTAL PROJECT COST		\$ 7,803

KHA FRA Engineering - Storm Water Monitoring Fees				
Task	Task Frequency per Project Site	Cost Basis		
		Project Cost for <u>ONE</u> Monitoring Sites	Number of Project Occurences (Assumptions)	Total Cost
Project: Number TWO (120 Days)				
Program Management				
Maintain Logs	Every 14 days	130	8	\$ 1,040
Report Results to EPD	1/Month	284	4	\$ 1,136
Equipment Management				
Installation	1	216	1	\$216
Maintain/Monitor Equipment	Daily	Lump	Lump	\$ 2,940
Removal	1	216	1	\$ 216
Monitoring & Inspections				
Bi-Weekly - BMP's	Every 14 days	108	8	\$ 864
Monthly - BMP's	1/Month	144	4	\$ 576
After Qualifying Rainfall	0.5+ Inches	144	8	\$ 1,152
Sample Nephelometric Turbidity (NTU)	After Qualifying Rain	282	8	\$ 2,256
		TOTAL PROJECT COST		\$ 10,396

KHA FRA Engineering - Storm Water Monitoring Fees				
Task	Task Frequency per Project Site	Cost Basis		
		Project Cost for <u>TWO</u> Monitoring Sites	Number of Project Occurences (Assumptions)	Total Cost
Project: Number THREE (150 Days)				
Program Management				
Maintain Logs	Every 14 days	163	10	\$ 1,630
Report Results to EPD	1/Month	426	5	\$ 2,130
Equipment Management				
Installation	1	323	1	\$ 323
Maintain/Monitor Equipment	Daily	Lump	Lump	\$ 5,772
Removal	1	323	1	\$ 323
Monitoring & Inspections				
Bi-Weekly - BMP's	Every 14 days	180	10	\$ 1,800
Monthly - BMP's	1/Month	216	5	\$ 1,080
After Qualifying Rainfall	0.5+ Inches	216	10	\$ 2,160
Sample Nephelometric Turbidity (NTU)	After Qualifying Rain	386	10	\$ 3,860
		TOTAL PROJECT COST		\$ 19,078

KHA FRA Engineering - Storm Water Monitoring Fees				
Task	Task Frequency per Project Site	Cost Basis		
		Project Cost for <u>TWO</u> Monitoring Sites	Number of Project Occurences (Assumptions)	Total Cost
Project: Number FOUR (180 Days)				
Program Management				
Maintain Logs	Every 14 days	163	12	\$ 1,956
Report Results to EPD	1/Month	426	6	\$ 2,556
Equipment Management				
Installation	1	323	1	\$ 323
Maintain/Monitor Equipment	Daily	Lump	Lump	\$ 6,939
Removal	1	323	1	\$ 323
Monitoring & Inspections				
Bi-Weekly - BMP's	Every 14 days	180	12	\$ 2,160
Monthly - BMP's	1/Month	216	6	\$ 1,296
After Qualifying Rainfall	0.5+ Inches	216	12	\$ 2,592
Sample Nephelometric Turbidity (NTU)	After Qualifying Rain	483	12	\$ 5,796
		TOTAL PROJECT COST		\$ 23,941

KHA Fra Engineering - Storm Water Monitoring Fees				
Task	Task Frequency per Project Site	Cost Basis		
		Project Cost for <u>ONE</u> Monitoring Sites	Number of Project Occurences (Assumptions)	Total Cost
Project: Number FIVE (210 Days)				
Program Management				
Maintain Logs	Every 14 days	130	14	\$ 1,820
Report Results to EPD	1/Month	284	7	\$ 1,988
Equipment Management				
Installation	1	216	1	\$ 216
Maintain/Monitor Equipment	Daily	Lump	Lump	\$ 5,145
Removal	1	216	1	\$ 216
Monitoring & Inspections				
Bi-Weekly - BMP's	Every 14 days	108	14	\$ 1,512
Monthly - BMP's	1/Month	144	7	\$ 1,008
After Qualifying Rainfall	0.5+ Inches	144	14	\$ 2,016
Sample Nephelometric Turbidity (NTU)	After Qualifying Rain	376	14	\$ 5,264
		TOTAL PROJECT COST		\$ 19,185

	Project 1	Occurrences	Cost/Unit	Project 2	Occurrences	Cost/Unit	Project 3	Occurrences	Cost/Unit	Project 4	Occurrences	Cost/Unit	Project 5	Occurrences	Cost/Unit
Number of Monitoring Sites	1			1			2			2			1		
Number of Days	90			120			150			180			210		
Maintain Logs	\$ 780	6	\$ 130	\$ 1,040.00	8	\$ 130.00	\$ 1,630.00	10	\$ 163.00	\$ 1,956.00	12	\$ 163.00	\$ 1,820.00	14	\$ 130.00
Report Results to EPD	\$ 852	3	\$ 284	\$ 1,136.00	4	\$ 284.00	\$ 2,130.00	5	\$ 426.00	\$ 2,556.00	6	\$ 426.00	\$ 1,988.00	7	\$ 284.00
Installation	\$ 216	1	\$ 216	\$ 216.00	1	\$ 216.00	\$ 323.00	1	\$ 323.00	\$ 323.00	1	\$ 323.00	\$ 216.00	1	\$ 216.00
Maintain/Monitor Equipment	\$ 2,205	LUMP	LUMP	\$ 2,940.00	LUMP	LUMP	\$ 5,772.00	LUMP	LUMP	\$ 6,939.00	LUMP	LUMP	\$ 5,145.00	LUMP	LUMP
Removal	\$ 216	1	\$ 216	\$ 216.00	1	\$ 216.00	\$ 323.00	1	\$ 323.00	\$ 323.00	1	\$ 323.00	\$ 216.00	1	\$ 216.00
Bi-weekly BMP's	\$ 648	6	\$ 108	\$ 864.00	8	\$ 108.00	\$ 1,800.00	10	\$ 180.00	\$ 2,160.00	12	\$ 180.00	\$ 1,512.00	14	\$ 108.00
Monthly BMP's	\$ 432	3	\$ 144	\$ 576.00	4	\$ 144.00	\$ 1,080.00	5	\$ 216.00	\$ 1,296.00	6	\$ 216.00	\$ 1,008.00	7	\$ 144.00
After Qualifying Rainfall	\$ 864	6	\$ 144	\$ 1,152.00	8	\$ 144.00	\$ 2,160.00	10	\$ 216.00	\$ 2,592.00	12	\$ 216.00	\$ 2,016.00	14	\$ 144.00
NTU	\$ 1,590	6	\$ 265	\$ 2,256.00	8	\$ 282.00	\$ 3,860.00	10	\$ 386.00	\$ 5,796.00	12	\$ 483.00	\$ 5,264.00	14	\$ 376.00
TOTAL	\$ 7,803			\$ 10,396.00			\$ 19,078.00			\$ 23,941.00			\$ 19,185.00		

TOTAL (5 Project) \$ 80,403

**Cumulative Evaluation Sheet RFQ Item #12-156
NPDES Storm Water Monitoring
for Augusta, Georgia – Utilities Department**

Evaluation Criteria	PTS	ATC Associates Inc 1453 Greene Street, Suite A Augusta, GA 30901	CSRA Testing & Engineering Co 1005 Emmett Street, Ste A Augusta, GA 30904	Khafra Engineering PO Box 6643 North Augusta, SC 29861	Moreland Altobelli Associates 2211 Beaver Ruin Road Ste 190 Norcross, GA 30071
1. Experience with similar projects	25	21.3	21.0	25.0	21.3
2. Company accreditations	25	23.3	22.7	25.0	24.7
3. NPDES turbidity sampling and testing experience	20	18.0	15.7	20.0	18.0
4. NPDES field inspection experience	30	25.0	19.3	26.7	23.0
Total	100	87.7	78.7	96.7	87.0

Request for Qualifications

Request for Qualifications will be received at this office until Wednesday, May 30, 2012 @ 11:00 a.m. for furnishing:

RFQ Item #12-156 NPDES Storm Water Monitoring for Augusta Utilities Department

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

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

RFQ documents may be viewed on the Augusta Georgia web site under the Procurement Department **ARCBid**. RFQ documents may be obtained at the office of the Augusta, GA Procurement Department, 530 Greene Street – Room 605, Augusta, GA 30901. **All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Friday, May 18, 2012 @ 5:00 P.M. No bid will be accepted by fax, all must be received by mail or hand delivered.**

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

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

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

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle	April 26, May 3, 10, 17, 2012
Metro Courier	May 2, 2012

cc:	Tameka Allen Tom Wiedimier Jerry Delaughter Jennifer Marshall	Deputy Administrator Utilities Department Utilities Department Utilities Department
-----	--	--

Revised: 8/15/2011

RFQ Opening RFQ Item #12-156 NPDES Storm Water Monitoring for Augusta, Georgia – Utilities Department RFQ Due: Wednesday, May 30, 2012 @ 11:00 a.m.				
VENDORS	Attachment B	E-Verify	Original	6 Copies
ATC Associates Inc 1453 Greene Street, Suite A Augusta, GA 30901	YES	46692	YES	YES
CSRA Testing & Engineering Co 1005 Emmett Street, Ste A Augusta, GA 30904	YES	138689	YES	YES
Khafra Engineering PO Box 6643 North Augusta, SC 29861	YES	55591	YES	YES
Moreland Altobelli Associates 2211 Beaver Run Road Ste 190 Norcross, GA 30071	YES	53328	YES	YES
Graves Engineering Services 1220 W Wheeler Parkway Augusta, GA 30907				
MC2 1275 Shiloh Road NW Ste 2620 Kennesaw, GA 30144				
National Salvage & Service 6755 Old State Road 37 South Bloomington, IN 47401				
Nova Engineering 3640 Kennesaw N Ind Pkwy Ste E Kennesaw, GA 30144				
Qore Property Sciences 645 B Frontage Road NW Augusta, GA 30907				
Reliant Environmental 6131 Washington Road Appling, GA 30802				
Shaw Environmental & Infrastructure 11560 Great Oaks Way, Ste 500 Alpharetta, GA 30022				
Zel Engineers 435 Telfair Street Augusta, GA 30901				

Item # 3



Augusta Utilities Department

Tom Wiedmeier, P.E., Director

Jerry Delaughter, P.E., Assistant Director

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

MEMO

DATE: June 11, 2012
TO: Geri Sams, Procurement Director
FROM: Tom Wiedmeier, P.E., Utilities Director
SUBJECT: RFQ 12-156 NPDES Storm Water Monitoring for Augusta Utility Projects

The selection Committee for subject RFQ met on the morning of June 11, 2012 to review the RFQ responses from the four firms that submitted, and to evaluate each company based on the specific requirements of the RFQ 12-156. The committee was guided by the understanding that award should be recommended to the Augusta-Richmond County Commission, based on the final ranking which incorporates specified qualification criteria and to the responsible offeror whose proposal is fair and reasonable for Augusta.

I concur with the committee's recommendation that Khafra Engineering is the best qualified firm for the required services.

With the best interest of the City of Augusta in mind, I request authority to proceed with negotiations with Khafra to obtain a fair and reasonable contract cost.

Sincerely Yours,

Tom D. Wiedmeier

Tom Wiedmeier, P.E., Director

FYI: Process Regarding Request for Qualifications

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

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

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

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

- (a) Only the names of the vendors making offers shall be disclosed at the proposal opening.

FYI: Process Regarding Request for Qualifications

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

Sec. 1-10-52. Sealed proposals.

- (a) *Conditions for use.* In accordance with O.C.G.A. § 36-91-21(c)(1)(C), the competitive sealed proposals method may be utilized when it is determined in writing to be the most advantageous to Augusta, Georgia, taking into consideration the evaluation factors set forth in the request for proposals. The evaluation factors in the request for proposals shall be the basis on which the award decision is made when the sealed proposal method is used. Augusta, Georgia is not restricted from using alternative procurement methods for obtaining the best value on any procurement, such as Construction Management at Risk, Design/Build, etc.
- (b) *Request for proposals.* Competitive sealed proposals shall be solicited through a request for proposals (RFP).
- (c) *Public notice.* Adequate public notice of the request for proposals shall be given in the same manner as provided in section 1-10- 50(c)(Public Notice and Bidder's List); provided the normal period of time between notice and receipt of proposals minimally shall be fifteen (15) calendar days.

FYI: Process Regarding Request for Qualifications

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

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

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

FYI: Process Regarding Request for Qualifications

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

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 RFQ-12-156-0-2012/PJM

Bid Name NPDES Storm Water Monitoring

1 Document(s) found for this bid

12 Planholder(s) found.

[Add Planholder](#)

Supplier Name 	Phone	Fax	Doc Count	Attributes	Programs	Actions
Bluestone Engineering, Inc.	6106479500	6106479500	1			Documents
Construction Journal, Ltd.	8007855165	8005817204	1			Documents
DeAngelo Brothers Inc.	5704591112	5704594630	1			Documents
Engineer Service Corporation	9042680482	9042683490	1			Documents
ENTRIX Inc - Southeast	8136644500	8136640440	1			Documents
Environmental Services, Inc.	9044702200	9044702112	1	1. Woman Owned		Documents
KHAFRA Engineering Consultants, Inc.	4046938227	4045253611	1			Documents
Onvia, Inc. - Content Department	2063739500	8882637801	1			Documents
Pace Analytical Services, Inc.	9135631436	9135991759	1			Documents
Southern Analytical Laboratories, Inc.	8138551844	8138552218	1	1. Small Business		Documents

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Item # 3

User: Mills, Phyllis

Organization:

City of Augusta, GA (Augusta Commission)

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Planholders List

Member Name City of Augusta, GA (Augusta Commission)**Bid Number** RFQ-12-156-0-2012/PJM**Bid Name** NPDES Storm Water Monitoring

1 Document(s) found for this bid

12 Planholder(s) found.

[Add Planholder](#)

Supplier Name ▲	Phone	Fax	Doc Count	Attributes	Programs	Actions
The Bluebook of Building & Construction	8004312584	9143028103	1			Documents
Woolpert Inc	7045256284	7045258529	1			Documents

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**Engineering Services Committee Meeting
8/13/2012 1:00 PM
Granite Hill Section Three "B"**

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

Caption: Approve the deeds of dedication, maintenance agreements, and road resolution submitted by the Engineering and Augusta Utilities Departments for Granite Hill Subdivision, Section Three "B".

Background: The final plat for Granite Hill Subdivision, Section Three "B" was approved by the Commission on January 17, 2012. The subdivision design and plat for this section, including the storm drain system, 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 road 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 Granite Hill Subdivision, Section Three "B". 2. Do not approve and risk litigation.

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: July 17, 2012

Subject: Certificate of Completion
Dedication of Granite Hill Section 3-B
File reference: 2012 – 05 (A)

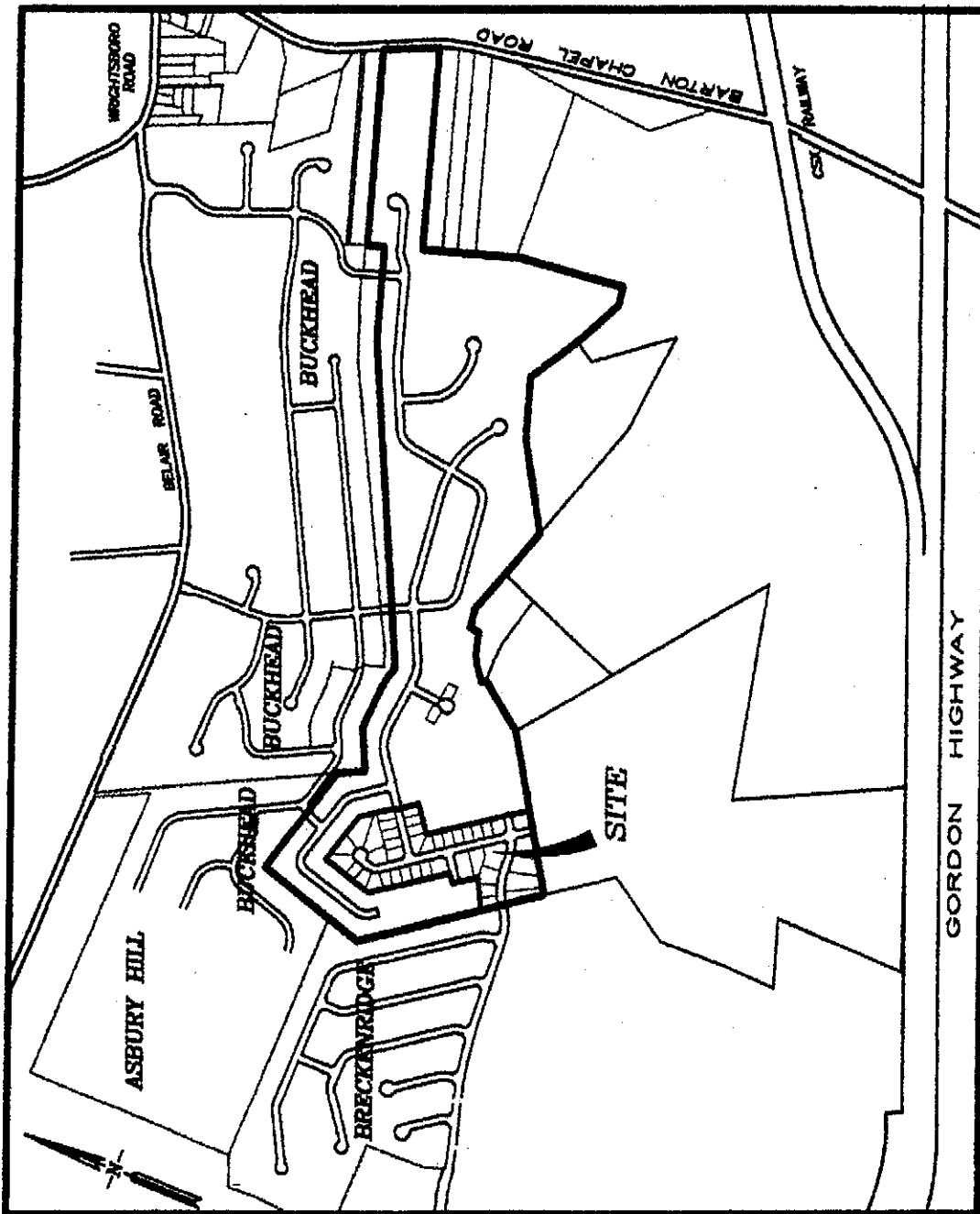
As required by Development Guideline Document 3, Article II – Section 202 of Augusta, Georgia Municipal Code, you are hereby advised, based upon site observation that this project consisting of roadway and storm drainage construction appears to be in compliance with all standards and specifications set 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



LOCATION MAP

GRID NORTH
GA. EAST ZONE

STATE OF GEORGIA

Prepared by and Upon Recording
Return to:

COUNTY OF RICHMOND

DEED OF DEDICATION

(Roads and Storm Drainage)

THIS INDENTURE, made and entered into this ____ day of _____, 2012, between CROWELL & CO., INC. hereinafter referred to as the Party of the First Part, and AUGUSTA, GEORGIA, a political subdivision of the State of Georgia, hereinafter referred to as the Party of the Second Part;

WITNESSETH:

THAT the said Party of the First Part, for and in consideration of the sum of 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 unto the said Party of the Second Part, its successors and assigns the following described property, to-wit:

All (that) (those) strip(s) or parcel(s) of land in Richmond County, Georgia, consisting of the street(s) and roadway(s) in that area known as GRANITE HILL SECTION THREE "B" which is delineated on a plat prepared by Southern Partners, Inc. dated December 1, 2011 which plat is recorded in the Office of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Reel 8, Page 40, to which plat reference is made for a more complete and accurate description as to the metes, bounds and location of said property. As evidenced by its acceptance of this deed, the Grantee agrees to incorporate said street(s) and roadway(s) and storm drainage into its system of streets in Richmond County.

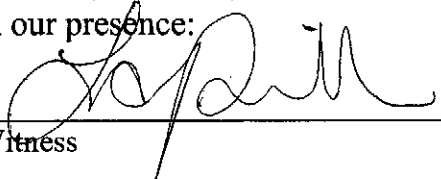
TO HAVE AND TO HOLD the aforesaid rights, ways, easements, privileges and appurtenances unto the said Party of the Second Part, its successors and assigns, in perpetuity.

AND THE SAID PARTY OF THE FIRST PART, his heirs and legal representatives shall and will forever warrant and defend unto the Party of the Second Part, his successors and assigns, the rights, ways, and easements, privileges, and appurtenances conveyed herein, against the claim or claims of any person or person whomsoever.

WHENEVER there shall be more than one grantor, the phrase "Party of the First Part" and all related pronouns, relative pronouns and verbs shall read as if written in the plural form, and when appropriate such phrase and related pronouns and relative pronouns shall be read as if written in the feminine or neuter, and when the grantor is a corporation, the word "successor" shall be substituted for the words "heirs" and "legal representatives" at the appropriate place or places.

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

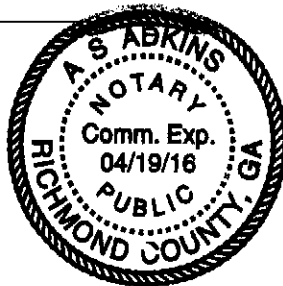
SIGNED, SEALED, AND DELIVERED
in our presence:



Witness



Notary Public
My Commission Expires:
[NOTARY SEAL]



Accepted by:

AUGUSTA, GEORGIA

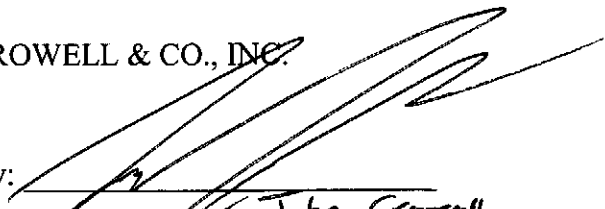
By: _____
As Its Mayor

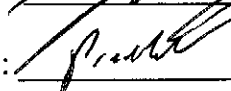
Attest: _____
Clerk

[SEAL]

DEVELOPER:

CROWELL & CO., INC.

By: 

Its:  John Crowell

[CORPORATE SEAL]

STATE OF GEORGIA)
)
COUNTY OF RICHMOND)

**MAINTENANCE AGREEMENT
(Roads and Storm Drainage)**

THIS AGREEMENT, entered into this ____ day of _____, 20____, by and between Crowell PLC 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 the Augusta, Georgia, Commission accept certain roads, storm drains and appurtenances for Crawle Hill RD, 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 in the subdivision 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) The City accepts the roads and appurtenances, storm drains 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 subdivision as described in said deed for a period of eighteen months from the date herein.

(3) The Developer agrees that if during said eighteen month period there is a failure of the installations laid or installed in said subdivision described in the deed due to failure of material 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.

DEVELOPER

BY: _____

AS ITS: _____

(L.S.)

AUGUSTA, GEORGIA
COMMISSION

(L.S.)

As Its Mayor

ATTEST:

Clerk of Commission

SUBDIVISION: Granite Hill, Section Three B

RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

WHEREAS, Clarkston Road is an existing road in Richmond County, Georgia, open to public usage; and

WHEREAS, Augusta, Georgia desires to make Clarkston Road a part of its County Road System.

NOW, THEREFORE, BE IT RESOLVED by the Augusta Commission of Augusta, Georgia, that Clarkston Road is hereby added to its official County Road System of Record, being described as follows and as shown on the attached sketch map or plat showing the approximate alignment and location of said Road.

- (a) Points of beginning and ending:

Beginning at existing Clarkston Rd.

Extending approx. 738' SE and then NE to existing Clarkston Rd (226' SW of R/W of Covington Ct.)

- (b) Length of road to nearest 1/100th mile:

0.14 mile

- (c) Width & type of road surface:

31 foot from back of curb to back of curb;
Type E Asphalt

- (d) Right-of-Way:

60 foot

The Augusta Commission is hereby directed to forward a certified copy of this resolution to: Georgia Department of Transportation, Road Inventory Section District 2, Post Office Box 8, Tennille, Georgia 31089.

Adopted this _____ day of _____, 20____.

AUGUSTA, GEORGIA

BY: _____
As Its Mayor

Attest: _____

STATE OF GEORGIA

COUNTY OF RICHMOND

**DEED OF DEDICATION
GRANITE HILL, SECTION 3-B**

[Water Distribution System and Gravity Sanitary Sewer System]

WHEREAS, CROWELL & CO., INC., a corporation established under the laws of the state of Georgia, hereinafter known as "**DEVELOPER**", owns a tract of land in Augusta-Richmond County, Georgia, known as Granite Hill, Section 3-B, and in the building of a housing subdivision on said tract, has laid out a water distribution system and gravity sanitary sewerage system, in said subdivision; and

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

WHEREAS, a Utility As-Built Drawing, Exhibit "A", of the above stated subdivision was prepared by Southern Partners, Inc., dated December 13, 2011, said drawing being recorded as an attachment to this document, and a Record Plat prepared by Southern Partners, Inc., dated December 1, 2011, and recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, in Plat Reel 8, Page 40, to which reference to both is hereby made for a more complete and accurate description as to the land herein described; and

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

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

NOW, THEREFORE, this indenture made this ____ day of _____, 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 and the gravity sanitary sewerage system, as shown on the aforementioned drawings.

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; along with the further right to stretch communication lines, or other lines, for the use of **AUGUSTA**, its assigns, representatives, agents, and designees, upon or under said land, within said easement, with the necessary cables, wires, apparatus, fixtures and appliances; and with the right to assign this easement in whole or in part; 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 and gravity sanitary sewerage system, together with all and singular, the rights, members, appurtenances thereof to the same being, belonging, or in anywise appertaining to the only proper use, benefit and behoof of **AUGUSTA**, its successors and assigns forever.

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

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

Signed, sealed and delivered in
the presence of

Kristen L. Smith
Witness

[Signature]
Notary Public

State of Georgia

County of Columbia

My Commission Expires: 4-30-12

CROWELL & CO., INC.

By: [Signature]
John Crowell

As Its: President

Attest: [Signature]

As Its: _____

ACCEPTED BY:

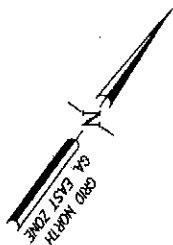
AUGUSTA, GEORGIA

By: _____
David S. Copenhaver
As its Mayor

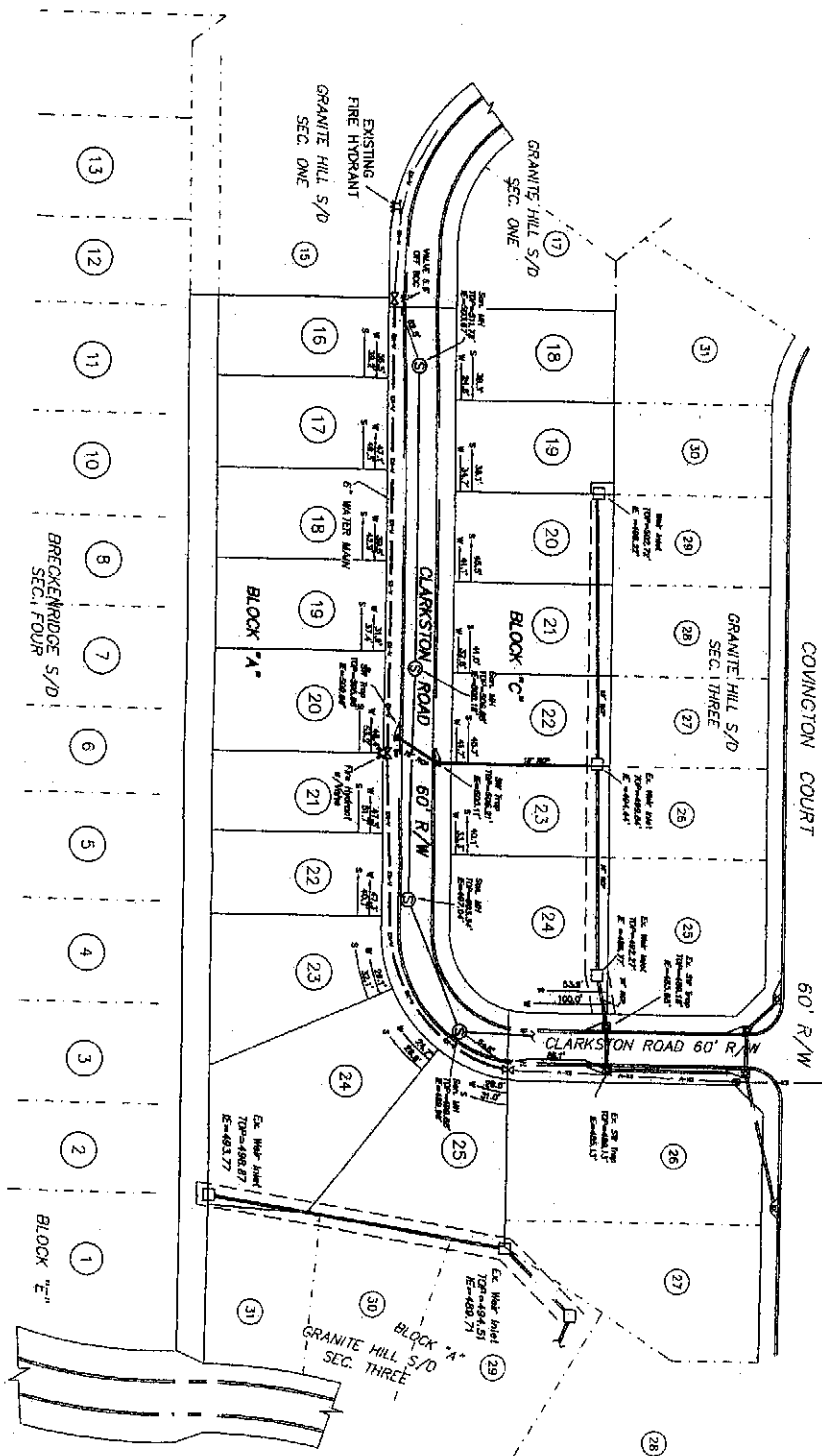
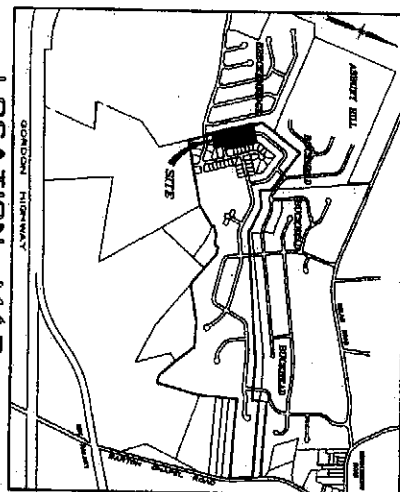
Attest: _____
Clerk of Commission

(SEAL)

RECEIVED
DEC 2 8 2011
AUGUSTA UTILITIES DEPARTMENT



Attachment number 6 \nPage 4



UTILITY AS-BUILT

SECTION THREE "C"

GRANITE HILL

PROPERTY LOCATED WITHIN THE CITY OF AUGUSTA
AUGUSTA, RICHMOND COUNTY, GEORGIA

DATE: December 13, 2011 SCALE: 1" = 80'

PREPARED FOR:

CROWELL & CO., INC.

1235 AUGUSTA WEST PARKWAY AUGUSTA, GA 30909 (706) 865-1000

PREPARED BY:

SOUTHERN PARTNERS, INC.

1235 AUGUSTA WEST PARKWAY AUGUSTA, GA 30909 (706) 865-1000



WATER MAIN - 6" ORIO CLASS 200 PVC
SEWAGE SEWER - 8"



EXHIBIT "A"

Item # 4

STATE OF GEORGIA
COUNTY OF RICHMOND

MAINTENANCE AGREEMENT
GRANITE HILL, SECTION 3-B
(Water Distribution System and Gravity Sanitary Sewer Main)

THIS AGREEMENT, entered into this _____ day of _____, 2012, by and between CROWELL & CO., INC., a corporation established under the laws of the state of Georgia, hereinafter referred to as the "**DEVELOPER**", and AUGUSTA, GEORGIA, a political subdivision of the State of Georgia, hereinafter referred to as the "**AUGUSTA**":

WITNESSETH

WHEREAS, the **DEVELOPER** has requested that **AUGUSTA** accept the water distribution system and the gravity sanitary sewer main, for the subdivision known as GRANITE HILL, SECTION 3-B, as shown by a Deed of Dedication, contemporaneously tendered and recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, with this document; and

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

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

(1) **AUGUSTA** accepts the water distribution system and gravity sanitary sewer main for the subdivision, respectively described in the Deed contemporaneously tendered herewith to the Augusta-Richmond County Commission and that said water distribution system and gravity sanitary sewer main were duly inspected by the Augusta Utilities Department on December 28, 2011, and said systems did pass said inspection.

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

(3) The **DEVELOPER** agrees that, if during said eighteen month period there is a failure of the installations laid or installed in said subdivision described in the Deed 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 the **CITY** shall proceed to have the necessary corrective work done, and the **DEVELOPER** agrees to be responsible to **AUGUSTA** for payment, in full, of the costs of repairing the improvements due to failure of material or poor workmanship as liquidated damages.

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

Signed, sealed and delivered in
the presence of

Kristen Perinovich

Witness

[Signature]

Notary Public

State of Georgia

County of Columbia

My Commission Expires: 4-30-2012

CROWELL & CO., INC.

By: [Signature]

John Crowell

As Its: President

Attest: [Signature]

As Its: _____

ACCEPTED BY:
AUGUSTA, GEORGIA

By: _____
David S. Copenhaver
As its Mayor

Attest: _____
Clerk of Commission

(SEAL)



**Engineering Services Committee Meeting
8/13/2012 1:00 PM
Granite Hill, Section Three**

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

Caption: Approve the deeds of dedication, maintenance agreements, and road resolutions submitted by the Engineering and Augusta Utilities Departments for Granite Hill Subdivision, Section Three.

Background: The final plat for Granite Hill Subdivision, Section Three was approved by the Commission on November 16, 2010. The subdivision design and plat for this section, including the storm drain system, 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 these roads 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 resolutions submitted by the Engineering and Augusta Utilities Departments for Granite Hill Subdivision, Section Three.
2. Do not approve and risk litigation.

Recommendation: Approve Alternative Number One.

Cover Memo

Item # 5

**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: July 17, 2012

Subject: Certificate of Completion
 Dedication of Granite Hill Section 3
 File reference: 2012 – 05 (A)

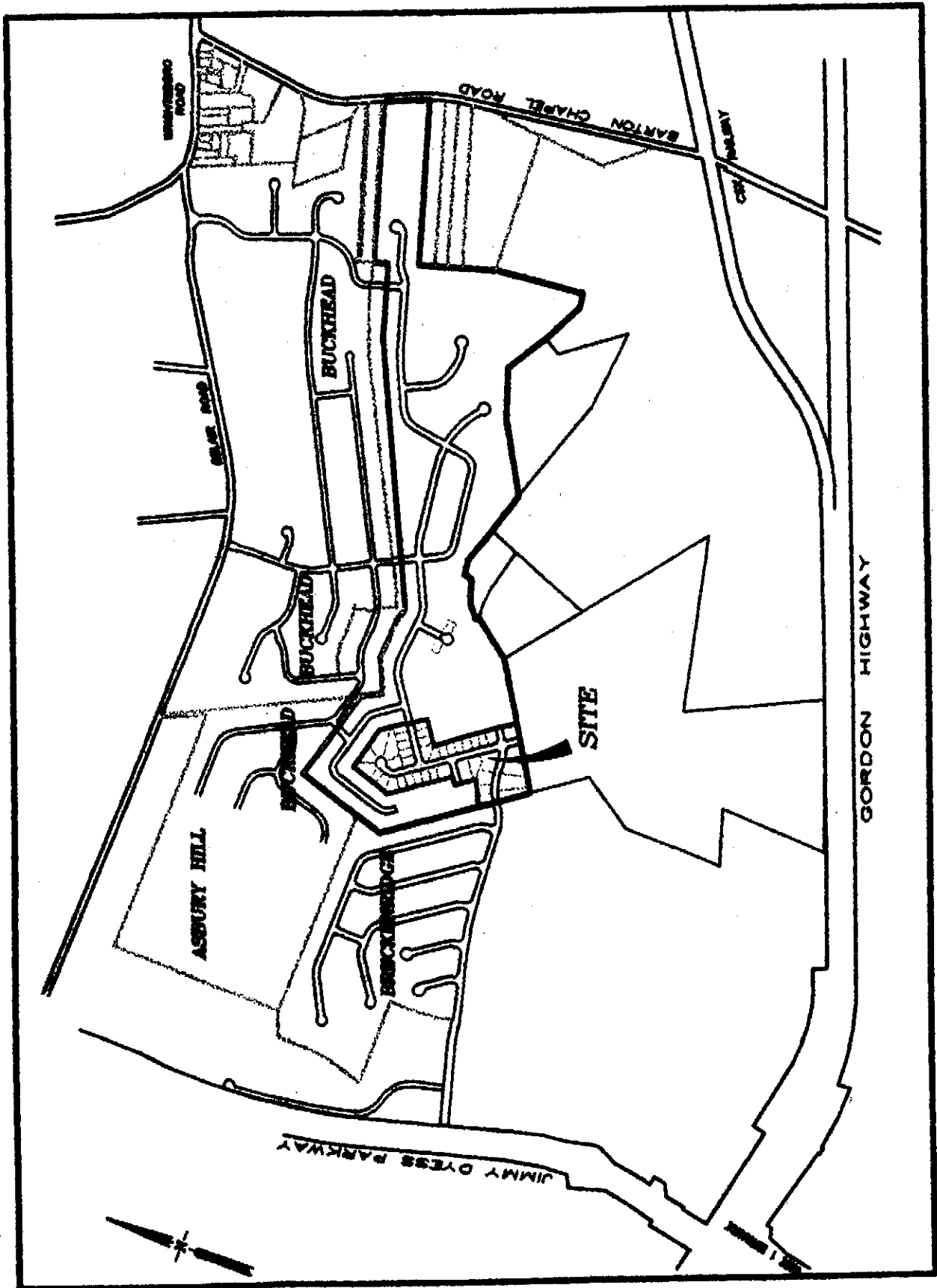
As required by Development Guideline Document 3, Article II – Section 202 of Augusta, Georgia Municipal Code, you are hereby advised, based upon site observation that this project consisting of roadway and storm drainage construction appears to be in compliance with all standards and specifications set 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



LOCATION MAP

STATE OF GEORGIA

Prepared by and Upon Recording
Return to:

COUNTY OF RICHMOND

DEED OF DEDICATION

(Roads and Storm Drainage)

THIS INDENTURE, made and entered into this ____ day of _____, 2012, between CROWELL & CO., INC. hereinafter referred to as the Party of the First Part, and AUGUSTA, GEORGIA, a political subdivision of the State of Georgia, hereinafter referred to as the Party of the Second Part;

WITNESSETH:

THAT the said Party of the First Part, for and in consideration of the sum of 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 unto the said Party of the Second Part, its successors and assigns the following described property, to-wit:

All (that) (those) strip(s) or parcel(s) of land in Richmond County, Georgia, consisting of the street(s) and roadway(s) in that area known as GRANITE HILL SECTION THREE which is delineated on a plat prepared by Southern Partners, Inc. dated October 25, 2010 which plat is recorded in the Office of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Reel 6, Pages 236-238, to which plat reference is made for a more complete and accurate description as to the metes, bounds and location of said property. As evidenced by its acceptance of this deed, the Grantee agrees to incorporate said street(s) and roadway(s) and storm drainage into its system of streets in Richmond County.

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

AND THE SAID PARTY OF THE FIRST PART, his heirs and legal representatives shall and will forever warrant and defend unto the Party of the Second Part, his successors and assigns, the rights, ways, and easements, privileges, and appurtenances conveyed herein, against the claim or claims of any person or person whomsoever.

WHENEVER there shall be more than one grantor, the phrase "Party of the First Part" and all related pronouns, relative pronouns and verbs shall read as if written in the plural form, and when appropriate such phrase and related pronouns and relative pronouns shall be read as if written in the feminine or neuter, and when the grantor is a corporation, the word "successor" shall be substituted for the words "heirs" and "legal representatives" at the appropriate place or places.

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

DEVELOPER:

CROWELL & CO., INC

By: _____

Its: _____

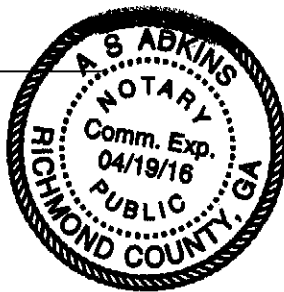
SIGNED, SEALED, AND DELIVERED
in our presence:

Witness

Notary Public

My Commission Expires:

[NOTARY SEAL]



[CORPORATE SEAL]

Accepted by:

AUGUSTA, GEORGIA

By: _____

As Its Mayor

Attest: _____

Clerk

[SEAL]

STATE OF GEORGIA)
)
COUNTY OF RICHMOND)

**MAINTENANCE AGREEMENT
(Roads and Storm Drainage)**

THIS AGREEMENT, entered into this ____ day of _____, 20____, by and between Crouch EC 2a 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 the Augusta, Georgia, Commission accept certain roads, storm drains and appurtenances for Granite Hill 3, 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 in the subdivision 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) The City accepts the roads and appurtenances, storm drains 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 subdivision as described in said deed for a period of eighteen months from the date herein.

(3) The Developer agrees that if during said eighteen month period there is a failure of the installations laid or installed in said subdivision described in the deed due to failure of material 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.

DEVELOPER

BY:

AS ITS:

(L.S.)

AUGUSTA, GEORGIA
COMMISSION

(L.S.)

As Its Mayor

ATTEST:

Clerk of Commission

SUBDIVISION: Granite Hill, Section 3

RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

WHEREAS, Lexington Way is an existing road in Richmond County, Georgia, open to public usage; and

WHEREAS, Augusta, Georgia desires to make Lexington Way a part of its County Road System.

NOW, THEREFORE, BE IT RESOLVED by the Augusta Commission of Augusta, Georgia, that Lexington Way is hereby added to its official County Road System of Record, being described as follows and as shown on the attached sketch map or plat showing the approximate alignment and location of said Road.

- (a) Points of beginning and ending:
Beginning at Right of way of Covington Court
Extending approx.. 396' NE
- (b) Length of road to nearest 1/100th mile:
0.08 mile
- (c) Width & type of road surface:
31 foot from back of curb to back of curb;
Type E Asphalt
- (d) Right-of-Way:
60 foot

The Augusta Commission is hereby directed to forward a certified copy of this resolution to: Georgia Department of Transportation, Road Inventory Section District 2, Post Office Box 8, Tennille, Georgia 31089.

Adopted this _____ day of _____, 20____.

AUGUSTA, GEORGIA

BY: _____
As Its Mayor

Attest: _____

Item # 5

SUBDIVISION: Granite Hill, Section 3

RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

WHEREAS, Clarkston Road is an existing road in Richmond County, Georgia, open to public usage; and

WHEREAS, Augusta, Georgia desires to make Clarkston Road a part of its County Road System.

NOW, THEREFORE, BE IT RESOLVED by the Augusta Commission of Augusta, Georgia, that Clarkston Road is hereby added to its official County Road System of Record, being described as follows and as shown on the attached sketch map or plat showing the approximate alignment and location of said Road.

- (a) Points of beginning and ending:
Beginning at Right of way of Covington Ct.
Extending approx.. 226 feet SW
- (b) Length of road to nearest 1/100th mile:
0.04 mile
- (c) Width & type of road surface:
31 foot from back of curb to back of curb;
Type E Asphalt
- (d) Right-of-Way:
60 foot

The Augusta Commission is hereby directed to forward a certified copy of this resolution to: Georgia Department of Transportation, Road Inventory Section District 2, Post Office Box 8, Tennille, Georgia 31089.

Adopted this _____ day of _____, 20____.

AUGUSTA, GEORGIA

BY: _____
As Its Mayor

Attest: _____

Item # 5

SUBDIVISION: Granite Hill, Section 3

RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

WHEREAS, Covington Court is an existing road in Richmond County, Georgia, open to public usage; and

WHEREAS, Augusta, Georgia desires to make Covington Court a part of its County Road System.

NOW, THEREFORE, BE IT RESOLVED by the Augusta Commission of Augusta, Georgia, that Covington Court is hereby added to its official County Road System of Record, being described as follows and as shown on the attached sketch map or plat showing the approximate alignment and location of said Road.

- (a) Points of beginning and ending:

Beginning at Harper Franklin Ave.

Extending approx.. 151' SE and 1,257' NE
to and including cul-de-sac (for a total of approx.. 1408')

- (b) Length of road to nearest 1/100th mile:

0.27 mile

- (c) Width & type of road surface:

31 foot from back of curb to back of curb;
Type E Asphalt

- (d) Right-of-Way:

60 foot

The Augusta Commission is hereby directed to forward a certified copy of this resolution to: Georgia Department of Transportation, Road Inventory Section District 2, Post Office Box 8, Tennille, Georgia 31089.

Adopted this _____ day of _____, 20____.

AUGUSTA, GEORGIA

BY: _____
As Its Mayor

Attest: _____

Item # 5

SUBDIVISION: Granite Hill, Section 3

RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

WHEREAS, Harper Franklin Ave. is an existing road in Richmond County, Georgia, open to public usage; and

WHEREAS, Augusta, Georgia desires to make Harper Franklin Ave. a part of its County Road System.

NOW, THEREFORE, BE IT RESOLVED by the Augusta Commission of Augusta, Georgia, that Harper Franklin Ave. is hereby added to its official County Road System of Record, being described as follows and as shown on the attached sketch map or plat showing the approximate alignment and location of said Road.

- (a) Points of beginning and ending:
Beginning at existing Harper Franklin Ave.
Extending approx. 720' NE
- (b) Length of road to nearest 1/100th mile:
0.14 mile
- (c) Width & type of road surface:
31 foot from back of curb to back of curb;
Type E Asphalt
- (d) Right-of-Way:
60 foot

The Augusta Commission is hereby directed to forward a certified copy of this resolution to: Georgia Department of Transportation, Road Inventory Section District 2, Post Office Box 8, Tennille, Georgia 31089.

Adopted this _____ day of _____, 20____.

AUGUSTA, GEORGIA

BY: _____
As Its Mayor

Attest: _____

Item # 5

SUBDIVISION: Granite Hill, Section 3

RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

WHEREAS, Woodville Road is an existing road in Richmond County, Georgia, open to public usage; and

WHEREAS, Augusta, Georgia desires to make Woodville Road a part of its County Road System.

NOW, THEREFORE, BE IT RESOLVED by the Augusta Commission of Augusta, Georgia, that Woodville Road is hereby added to its official County Road System of Record, being described as follows and as shown on the attached sketch map or plat showing the approximate alignment and location of said Road.

- (a) Points of beginning and ending:
Beginning at existing Woodville Road
Extending approx.. 114' SW to and
including cul-de-sac
- (b) Length of road to nearest 1/100th mile:
0.02 mile
- (c) Width & type of road surface:
31 foot from back of curb to back of curb;
Type E Asphalt
- (d) Right-of-Way:
60 foot

The Augusta Commission is hereby directed to forward a certified copy of this resolution to: Georgia Department of Transportation, Road Inventory Section District 2, Post Office Box 8, Tennille, Georgia 31089.

Adopted this _____ day of _____, 20____.

AUGUSTA, GEORGIA

BY: _____
As Its Mayor

Attest: _____

STATE OF GEORGIA

COUNTY OF RICHMOND

**DEED OF DEDICATION
GRANITE HILL, SECTION 3**

[Water Distribution System and Gravity Sanitary Sewer System]

WHEREAS, CROWELL & CO., INC., a corporation established under the laws of the state of Georgia, hereinafter known as “**DEVELOPER**”, owns a tract of land in Richmond County, Georgia, known as Granite Hill, Section 3, and in the building of a housing subdivision on said tract, has laid out a water distribution system and gravity sanitary sewerage system, in said subdivision; and

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

WHEREAS, a Utility As-Built Drawing, Exhibit "A", of the above stated subdivision was prepared by Southern Partners, Inc., dated October 12, 2010, said drawing being recorded as an attachment to this document, and a Record Plat prepared by Southern Partners, Inc., dated October 25, 2010, and recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, in Plat Reel 6, Pages 236-238, to which reference to both is hereby made for a more complete and accurate description as to the land herein described; and

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

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

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

W I T N E S S E T H:

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

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

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; along with the further right to stretch communication lines, or other lines, for the use of **AUGUSTA**, its assigns, representatives, agents, and designees, upon or under said land, within said easement, with the necessary cables, wires, apparatus, fixtures and appliances; and with the right to assign this easement in whole or in part; 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 and gravity sanitary sewerage system, together with all and singular, the rights, members, appurtenances thereof to the same being, belonging, or in anywise appertaining to the only proper use, benefit and behoof of **AUGUSTA**, its successors and assigns forever.

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

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

Signed, sealed and delivered in
the presence of

Kristen Pennington
Witness
[Signature]
Notary Public

State of Georgia

County of Columbia

My Commission Expires: 4-30-12

CROWELL & CO., INC.

By: [Signature]

John Crowell

As Its: President

Attest: [Signature]

As Its: _____

ACCEPTED BY:

AUGUSTA, GEORGIA

By: _____
David S. Copenhaver
As its Mayor

Attest: _____
Clerk of Commission

(SEAL)

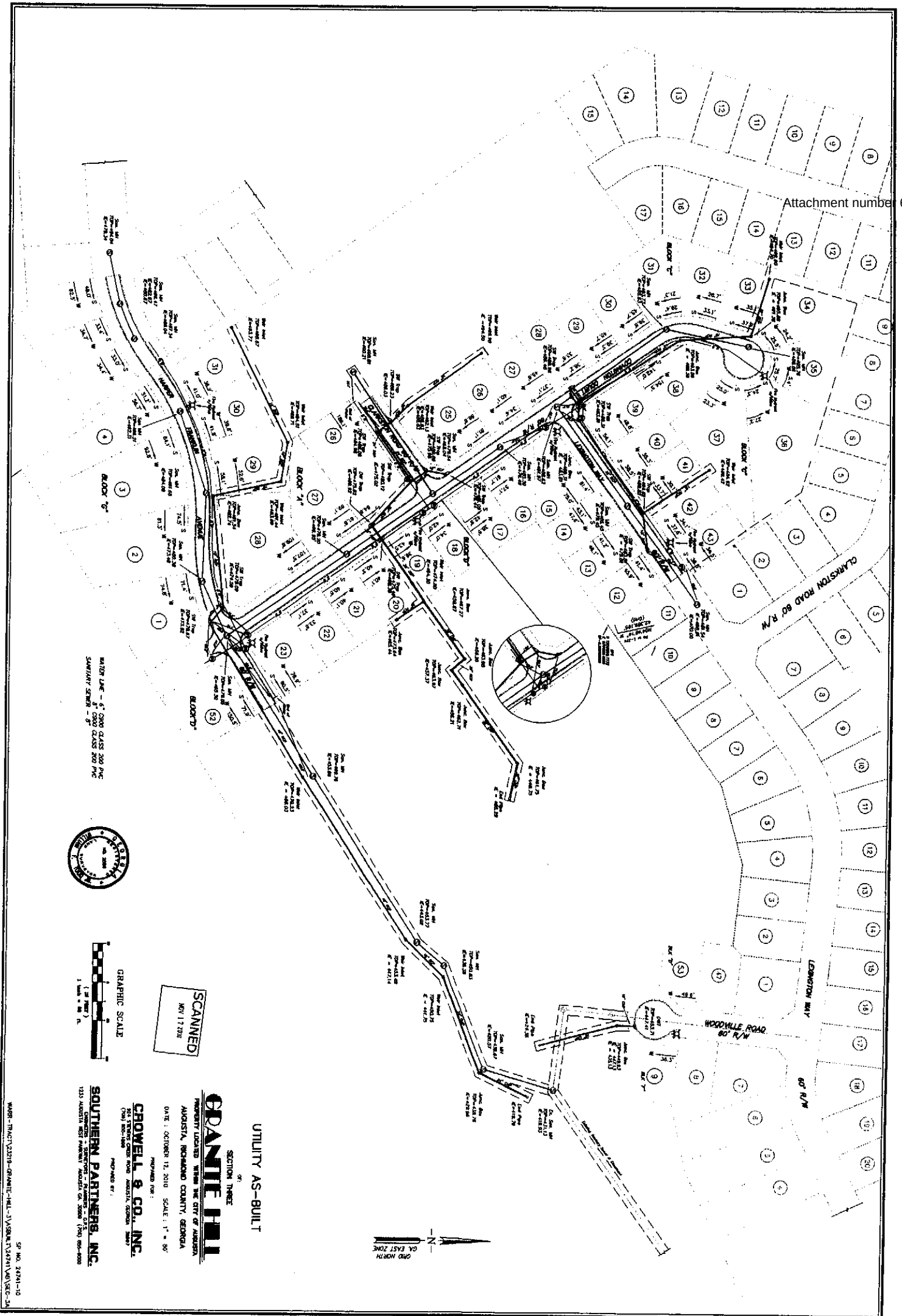


EXHIBIT "A"

Item # 5

STATE OF GEORGIA
COUNTY OF RICHMOND

MAINTENANCE AGREEMENT
GRANITE HILL, SECTION 3
(Water Distribution System and Gravity Sanitary Sewer Main)

THIS AGREEMENT, entered into this _____ day of _____, 2012, by and between CROWELL & CO., INC., a corporation established under the laws of the state of Georgia, hereinafter referred to as the "**DEVELOPER**", and AUGUSTA, GEORGIA, a political subdivision of the State of Georgia, hereinafter referred to as the "**AUGUSTA**":

WITNESSETH

WHEREAS, the **DEVELOPER** has requested that **AUGUSTA** accept the water distribution system and the gravity sanitary sewer main, for the subdivision known as GRANITE HILL, SECTION 3, as shown by a Deed of Dedication, contemporaneously tendered and recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, with this document; and

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

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

(1) **AUGUSTA** accepts the water distribution system and gravity sanitary sewer main for the subdivision, respectively described in the Deed contemporaneously tendered herewith to the Augusta-Richmond County Commission and that said water distribution system and gravity sanitary sewer main were duly inspected by the Augusta Utilities Department on November 1, 2010, and said systems did pass said inspection.

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

(3) The **DEVELOPER** agrees that, if during said eighteen month period there is a failure of the installations laid or installed in said subdivision described in the Deed 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 the **CITY** shall proceed to have the necessary corrective work done, and the **DEVELOPER** agrees to be responsible to **AUGUSTA** for payment, in full, of the costs of repairing the improvements due to failure of material or poor workmanship as liquidated damages.

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

Signed, sealed and delivered in
the presence of

Kristen Pennington

Witness

[Signature]

Notary Public

State of Georgia

County of Columbia

My Commission Expires: 4-30-12

CROWELL & CO., INC.

By:

John Crowell

As Its: President

Attest:

As Its: _____

ACCEPTED BY:
AUGUSTA, GEORGIA

By:

David S. Copenhaver
As its Mayor

Attest:

Clerk of Commission

(SEAL)



Engineering Services Committee Meeting
8/13/2012 1:00 PM
Hayne's Station Phase I

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

Caption: Approve the deeds of dedication, maintenance agreements, and road resolutions submitted by the Engineering and Augusta Utilities Departments for Hayne's Station Subdivision, Phase I.

Background: The final plat for Hayne's Station Subdivision, Phase I was approved by the Commission on January 17, 2012. The subdivision design and plat for this section, including the storm drain system, 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 these roads and storm drainage installations into the County system and after the 18-month maintenance warranty by the developer/contractor for the road 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 resolutions submitted by the Engineering and Augusta Utilities Departments for Hayne's Station Subdivision, Phase I. 2. Do not approve and risk litigation.

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: July 17, 2012

Subject: Certificate of Completion
 Dedication of Haynes Station Phase 1
 File reference: 2012 – 05 (A)

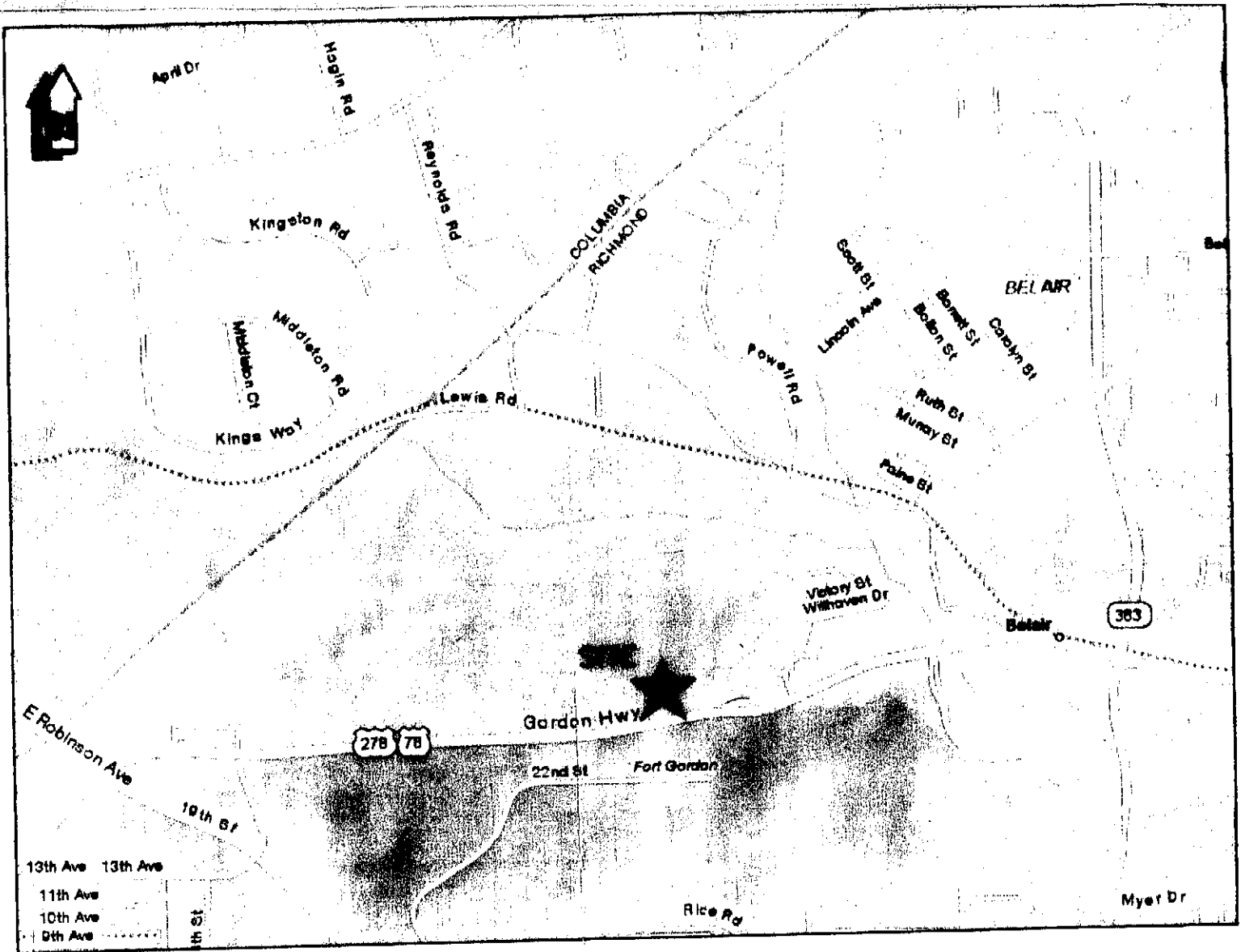
As required by Development Guideline Document 3, Article II – Section 202 of Augusta, Georgia Municipal Code, you are hereby advised, based upon site observation that this project consisting of roadway and storm drainage construction appears to be in compliance with all standards and specifications set 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



LOCATION MAP:

N.T.S.

Return to:
Wright McLeod, Attorneys at Law
4420 Evans to Locks Road
Evans, Georgia 30809

STATE OF GEORGIA
COUNTY OF RICHMOND

DEED OF DEDICATION
(Roads and Storm Drainage)
Hayne's Station Subdivision, Phase I

THIS INDENTURE, made and entered into this _____ day of _____, 2012 by and between Coel Development Co., Inc., and Stephen Beazley Builders, Inc., 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 its Augusta, Georgia Commission, 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 PORTION OF PROPERTY SHOWN ON THE PLAT HEREIN REFERRED TO AS ALL THOSE STREETS AND STORM DRAINAGE SYSTEMS located in Hayne's Station Subdivision, Phase I, according to a plat prepared by Cranston Engineering Group, P.C. dated December 14, 2011 and revised February 1, 2012, being shown as the following street: "Hayne's Station Drive" as more particularly shown and designated on said plat as recorded in the Office of the Clerk of Superior Court, Augusta-Richmond County, Georgia in Reel 8, Pages 17-19, to which plat reference is made for a more complete and accurate description as to the metes, bounds, and location.

And also ALL PORTION OF PROPERTY SHOWN ON THE PLAT HEREIN REFERRED TO AS ALL THOSE STREETS AND STORM DRAINAGE SYSTEMS located in Hayne's Station Subdivision, Phase I, according to a plat prepared by Cranston Engineering Group, P.C. dated December 14, 2011 and revised February 1, 2012, being shown as the following street: "Hatton Court" as more particularly shown and designated on said plat as recorded in the Office of the Clerk of Superior Court, Augusta-Richmond County, Georgia in Reel 8, Pages 17-19, to which plat reference is made for a more complete and accurate description as to the metes, bounds, and location.

And also ALL PORTION OF PROPERTY SHOWN ON THE PLAT HEREIN REFERRED TO AS ALL THOSE STREETS AND STORM DRAINAGE SYSTEMS located in Hayne's Station Subdivision, Phase I, according to a plat prepared by Cranston Engineering Group, P.C. dated December 14, 2011 and revised February 1, 2012 being shown as the following: "West Detention Pond" as more particularly shown and designated on said plat as recorded in the Office of the Clerk of Superior Court, Augusta-Richmond County, Georgia in Reel 8, Pages 17-19, to which plat reference is made for a more complete and accurate description as to the metes, bounds, and location.

And also ALL PORTION OF PROPERTY SHOWN ON THE PLAT HEREIN REFERRED TO AS ALL THOSE STREETS AND STORM DRAINAGE SYSTEMS located in Hayne's Station Subdivision, Phase I, according to a plat prepared by Cranston Engineering Group, P.C. dated December 14, 2011 and revised February 1, 2012 being shown as the following: "East Detention Pond" as more particularly shown and designated on said plat as recorded in the Office of the Clerk of Superior Court, Augusta-Richmond County, Georgia in Book 8, Page 39, to which plat reference is made for a more complete and accurate description as to the metes, bounds, and location.

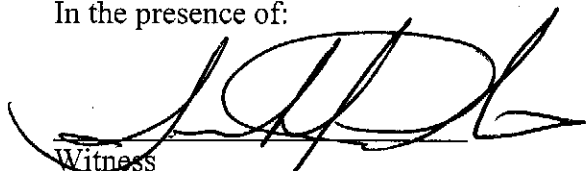
TOGETHER with an easement to enter upon all areas shown as drainage and utility easements on said plat.

TO HAVE AND TO HOLD SAID PROPERTY and all singular the members and appurtenances therein belonging as aforesaid, and every plat thereof, unto the said party of the Second Part, its successors and assigns, forever, in FEE SIMPLE.

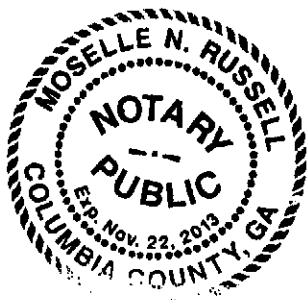
IN WITNESS WHEREOF, the said Party of the First Part has caused these presents to be executed the day and year first above written as the date of these presents.

Signed, sealed and delivered

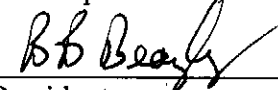
In the presence of:


Witness

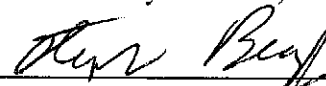

Notary Public
Columbia County, Georgia
Commission expires 11-22-2013



COEL Development Co., Inc.

By:  (Seal)
As its: President

Stephen Beazley Builders, Inc.

By:  (Seal)
As its: President

Accepted by Augusta, Georgia
By and through its Commission

By: _____
As the Mayor

Attest: Clerk of Commission

STATE OF GEORGIA

COUNTY OF RICHMOND

MAINTENANCE AGREEMENT
(Roads and Storm Drainage)

THIS AGREEMENT, entered into this ____ day of _____, 2012, and between COEL DEVELOPMENT CO., INC & STEPHEN BEAZLEY BUILDERS, INC., 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, the Developer requested that the Augusta, Georgia, Commission accept certain roads, storm drains, and appurtenances for Hayne's Station, Phase 1, 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 in the subdivision 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 drainage 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 subdivision as described in said deed for a period of eighteen months from the date herein.
- (3) The Developer agrees that if during said eighteen month period there is a failure of the installations laid or installed in said subdivision described in the deed due to failure of material 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, and the Developer is unable to respond in 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:

M Russell
Public Notary

Coel Development Co., Inc.
By: [Signature] (L.S.)
As Its: President

Stephen Beazley Builders, Inc.
By: [Signature] (L.S.)
As Its: President

ATTEST:

AUGUSTA, GEORGIA

Clerk of Commission

As Its Mayor

SUBDIVISION: Hayne's Station, Phase I

RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

WHEREAS, Hayne's Station Drive is an existing road in Richmond County, Georgia, open to public usage; and

WHEREAS, Augusta, Georgia desires to make Hayne's Station Drive a part of its County Road System.

NOW, THEREFORE, BE IT RESOLVED by the Augusta Commission of Augusta, Georgia, that Hayne's Station Drive is hereby added to its official County Road System of Record, being described as follows and as shown on the attached sketch map or plat showing the approximate alignment and location of said Road.

- (a) Points of beginning and ending:
Beginning at Right of Way of Gordon Highway
Extending approx. 1,069' N (95' N of
Right of Way of Hatton Ct.)
- (b) Length of road to nearest 1/100th mile:
0.20 mile
- (c) Width & type of road surface:
31 feet from back of curb to back of curb;
Type E asphalt
- (d) Right-of-Way:
60 foot

The Augusta Commission is hereby directed to forward a certified copy of this resolution to: Georgia Department of Transportation, Road Inventory Section District 2, Post Office Box 8, Tennille, Georgia 31089.

Adopted this _____ day of _____, 20____.

AUGUSTA, GEORGIA

BY: _____
As Its Mayor

Attest: _____

Item # 6

SUBDIVISION: Hayne's Station, Phase I

RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

WHEREAS, Hatton Court is an existing road in Richmond County, Georgia, open to public usage; and

WHEREAS, Augusta, Georgia desires to make Hatton Court a part of its County Road System.

NOW, THEREFORE, BE IT RESOLVED by the Augusta Commission of Augusta, Georgia, that Hatton Court is hereby added to its official County Road System of Record, being described as follows and as shown on the attached sketch map or plat showing the approximate alignment and location of said Road.

- (a) Points of beginning and ending:
Beginning at Right of way of Hayne's Station Drive

Extending approx.. 1,145 ft. East to &
Including cul-de-sac
- (b) Length of road to nearest 1/100th mile:

0.22 mile
- (c) Width & type of road surface:

31 feet from back of curb to back of curb;
Type E asphalt
- (d) Right-of-Way:

60 foot

The Augusta Commission is hereby directed to forward a certified copy of this resolution to: Georgia Department of Transportation, Road Inventory Section District 2, Post Office Box 8, Tennille, Georgia 31089.

Adopted this _____ day of _____, 20____.

AUGUSTA, GEORGIA

BY: _____
As Its Mayor

Attest: _____

Item # 6

STATE OF GEORGIA

COUNTY OF RICHMOND

DEED OF DEDICATION

HAYNE'S STATION, PHASE 1

[Water Distribution System and Gravity Sanitary Sewer System]

WHEREAS, COEL DEVELOPMENT CO., INC., a Georgia company, hereinafter known as "**DEVELOPER**", owns a tract of land in Augusta-Richmond County, Georgia, off of Gordon Highway, and in the building of the Hayne's Station, Phase 1, housing subdivision on said tract, has laid out a water distribution system and gravity sanitary sewerage system, in said subdivision; and

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

WHEREAS, a Record Plat prepared by Southern Partners, Inc., dated December 14, 2011, was recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, in Plat Reel 8, Pages 17-19, and to which reference is hereby made for a more complete and accurate description as to the land herein described; and

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

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

NOW, THEREFORE, this indenture made this ____ day of _____, 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 and the gravity sanitary sewerage system, as shown on the aforementioned plat.

Together with all of the necessary rights of ingress and egress for the purpose of maintaining, expanding, repairing, adding, constructing, installing, extending, operating, replacing, laying and relaying pipelines carrying and transporting Augusta's utilities services; along with the further right to stretch communication lines, or other lines, for the use of **AUGUSTA**, its assigns, representatives, agents, and designees, upon or under said land, within said easement, with the necessary cables, wires, apparatus, fixtures and appliances; and with the right to assign this easement in whole or in part; 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 and gravity sanitary sewerage system, together with all and singular, the rights, members, appurtenances thereof to the same being, belonging, or in anywise appertaining to the only proper use, benefit and behoof of **AUGUSTA**, its successors and assigns forever.

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

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

Signed, sealed and delivered in
the presence of

Witness

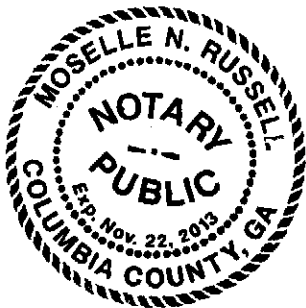
M Russell

Notary Public

State of Georgia

County of Columbia

My Commission Expires: 11-22-2013



COEL DEVELOPMENT CO., INC.

By: B B Breyer

As Its: President

Attest: Susan H. Enay

As Its: Treasurer

ACCEPTED BY:

AUGUSTA, GEORGIA

By: _____

David S. Copenhaver
As its Mayor

Attest: _____

Clerk of Commission

(SEAL)

STATE OF GEORGIA
COUNTY OF RICHMOND

MAINTENANCE AGREEMENT

HAYNE'S STATION, PHASE 1
(Water Distribution System and Gravity Sanitary Sewer Main)

THIS AGREEMENT, entered into this _____ day of _____, 2012, by and between COEL DEVELOPMENT CO., INC., a Georgia company, hereinafter referred to as the "**DEVELOPER**", and AUGUSTA, GEORGIA, a political subdivision of the State of Georgia, hereinafter referred to as the "**AUGUSTA**":

WITNESSETH

WHEREAS, the **DEVELOPER** has requested that **AUGUSTA** accept the water distribution system and the gravity sanitary sewer main, for the subdivision known as HAYNE'S STATION, PHASE 1, as shown by a Deed of Dedication, contemporaneously tendered and recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, with this document; and

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

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

(1) **AUGUSTA** accepts the water distribution system and gravity sanitary sewer main for the subdivision, respectively described in the Deed contemporaneously tendered herewith to the Augusta-Richmond County Commission and that said water distribution system and gravity sanitary sewer main were duly inspected by the Augusta Utilities Department on February 29, 2012, and said systems did pass said inspection.

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

(3) The **DEVELOPER** agrees that, if during said eighteen month period there is a failure of the installations laid or installed in said subdivision described in the Deed 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 the **CITY** shall proceed to have the necessary corrective work done, and the **DEVELOPER** agrees to be responsible to **AUGUSTA** for payment, in full, of the costs of repairing the improvements due to failure of material or poor workmanship as liquidated damages.

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

Signed, sealed and delivered in
the presence of

Witness

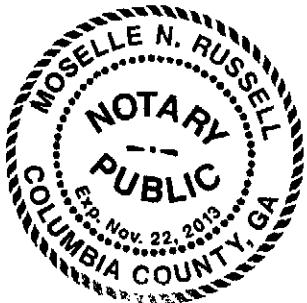
M Russell

Notary Public

State of Georgia

County of Columbia

My Commission Expires: 11-22-2013



COEL DEVELOPMENT CO., INC.

By: B B Breagly

As Its: President

Attest: Susan A. Gray

As Its: Treasurer

ACCEPTED BY:
AUGUSTA, GEORGIA

By: _____

David S. Copenhaver
As its Mayor

Attest: _____

Clerk of Commission

(SEAL)



**Engineering Services Committee Meeting
8/13/2012 1:00 PM
Manchester Section Six**

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

Caption: Approve the deeds of dedication, maintenance agreements, and road resolutions submitted by the Engineering and Augusta Utilities Departments for Manchester Subdivision, Section Six.

Background: The final plat for Manchester Subdivision, Section Six was approved by the Commission on February 21, 2012. The subdivision design and plat for this section, including the storm drain system, 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 these roads and storm drainage installations into the County system and after the 18-month maintenance warranty by the developer/contractor for the road 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 resolutions submitted by the Engineering and Augusta Utilities Departments for Manchester Subdivision, Section Six. 2. Do not approve and risk litigation.

Recommendation: Approve Alternative Number One.

Cover Memo
Item # 7

**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: July 17, 2012

Subject: Certificate of Completion
Dedication of Manchester Section 6
File reference: 2012 – 05 (A)

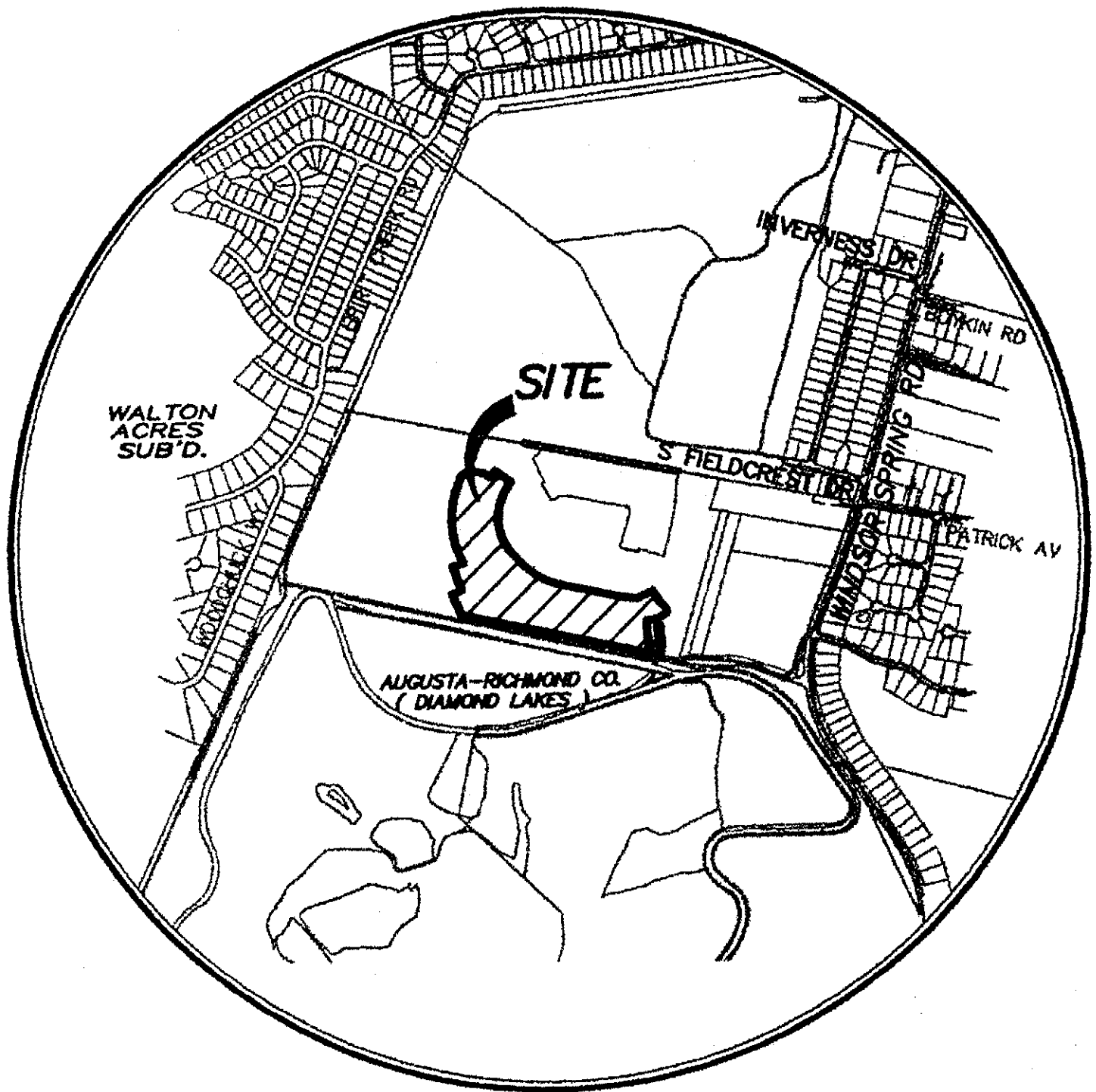
As required by Development Guideline Document 3, Article II – Section 202 of Augusta, Georgia Municipal Code, you are hereby advised, based upon site observation that this project consisting of roadway and storm drainage construction appears to be in compliance with all standards and specifications set 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



LOCATION MAP

Return to:
Wright McLeod, Attorneys at Law
4420 Evans to Locks Road
Evans, Georgia 30809

STATE OF GEORGIA
COUNTY OF RICHMOND

DEED OF DEDICATION
(Roads and Storm Drainage)
Manchester Subdivision-Section Six

THIS INDENTURE, made and entered into this _____ day of _____, 2012 by and between Coel Development Co., Inc & Stephen Beazley Builders, Inc., 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 its Augusta, Georgia Commission, 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 PORTION OF PROPERTY SHOWN ON THE PLAT HEREIN REFERRED TO AS ALL THOSE STREETS AND STORM DRAINAGE SYSTEMS located in Manchester Subdivision, Section Six, according to a plat prepared by Southern Partners dated January 9, 2012, and last revised April 25, 2012, being shown as the following street: "T J Kelly Drive" as more particularly shown and designated on said plat as recorded in the Office of the Clerk of Superior Court, Augusta-Richmond County, Georgia in Plat Book 8, Page 70, to which plat reference is made for a more complete and accurate description as to the metes, bounds, and location.

And also ALL PORTION OF PROPERTY SHOWN ON THE PLAT HEREIN REFERRED TO AS ALL THOSE STREETS AND STORM DRAINAGE SYSTEMS located in Manchester Subdivision, Section Six, according to a plat prepared by Southern Partners dated January 9, 2012, and last revised April 25, 2012 being shown as the following street: "Ken Miles Drive" as more particularly shown and designated on said plat as recorded in the Office of the Clerk of Superior Court, Augusta-Richmond County, Georgia in Plat Book 8, Page 70, to which plat reference is made for a more complete and accurate description as to the metes, bounds, and location.

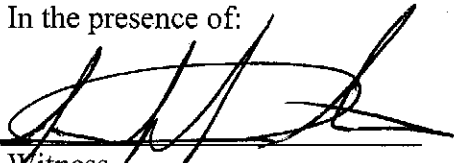
TOGETHER with an easement to enter upon all areas shown as drainage and utility easements on said plat.

TO HAVE AND TO HOLD SAID PROPERTY and all singular the members and appurtenances therein belonging as aforesaid, and every plat thereof, unto 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

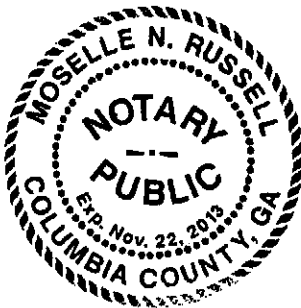
In the presence of:


Witness

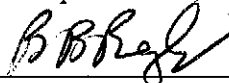


Notary Public

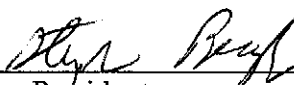
Columbia County, Georgia
Commission expires 11-22-2013



COEL Development Co., Inc.

By:  (Seal)
As its: President

Stephen Beazley Builders, Inc.

By:  (Seal)
As its: President

Accepted by Augusta, Georgia
By and through its Commission

By: _____
As the Mayor

Attest: Clerk of Commission

STATE OF GEORGIA

COUNTY OF RICHMOND

MAINTENANCE AGREEMENT
(Roads and Storm Drainage)

THIS AGREEMENT, entered into this ____ day of _____, 2012, and between COEL DEVELOPMENT CO., INC & STEPHEN BEAZLEY BUILDERS, INC., 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, the Developer requested that the Augusta, Georgia, Commission accept certain roads, storm drains, and appurtenances for Manchester, Section Six, 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

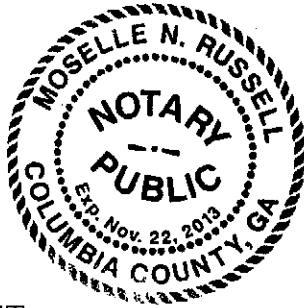
WHEREAS, the City has adopted a policy requiring the Developer to maintain all installations laid or installed in the subdivision for a period of eighteen months, which Augusta accepts by deed;

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 drainage 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 subdivision as described in said deed for a period of eighteen months from the date herein.
- (3) The Developer agrees that if during said eighteen month period there is a failure of the installations laid or installed in said subdivision described in the deed due to failure of material 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, and the Developer is unable to respond in 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.



Coel Development Co., Inc.
By: [Signature] (L.S.)
As Its: President

ATTEST:

[Signature]
Public Notary

Stephen Beazley Builders, Inc.
By: [Signature] (L.S.)
As Its: President

ATTEST:

AUGUSTA, GEORGIA

Clerk of Commission

As Its Mayor

SUBDIVISION: Manchester, Section Six

RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

WHEREAS, T. J. Kelly Drive is an existing road in Richmond County, Georgia, open to public usage; and

WHEREAS, Augusta, Georgia desires to make T. J. Kelly Drive a part of its County Road System.

NOW, THEREFORE, BE IT RESOLVED by the Augusta Commission of Augusta, Georgia, that T. J. Kelly Drive is hereby added to its official County Road System of Record, being described as follows and as shown on the attached sketch map or plat showing the approximate alignment and location of said Road.

- (a) Points of beginning and ending:

Beginning at existing T. J. Kelly Dr., (W of Dave MacDonald Dr.)

Ending at approx. 2100 ft. NW, then curving N & NE

- (b) Length of road to nearest 1/100th mile:

0.40 mile

- (c) Width & type of road surface:

31 ft. from back of curb to back
of curb; Type E asphalt

- (d) Right-of-Way:

60 foot

The Augusta Commission is hereby directed to forward a certified copy of this resolution to: Georgia Department of Transportation, Road Inventory Section District 2, Post Office Box 8, Tennesse, Georgia 31089.

Adopted this _____ day of _____, 20____.

AUGUSTA, GEORGIA

BY: _____
As Its Mayor

Attest: _____

SUBDIVISION: Manchester, Section Six

RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

WHEREAS, Ken Miles is an existing road in Richmond County, Georgia, open to public usage; and

WHEREAS, Augusta, Georgia desires to make Ken Miles a part of its County Road System.

NOW, THEREFORE, BE IT RESOLVED by the Augusta Commission of Augusta, Georgia, that Ken Miles is hereby added to its official County Road System of Record, being described as follows and as shown on the attached sketch map or plat showing the approximate alignment and location of said Road.

- (a) Points of beginning and ending:
Beginning at T. J. Kelly Drive
Extending approx. 212' W
- (b) Length of road to nearest 1/100th mile:
0.04 mile
- (c) Width & type of road surface:
31 ft. from back of curb to back of curb;
Type E asphalt
- (d) Right-of-Way:
60 foot, but varies at intersection with T.J. Kelly Dr.
(does not include entrance island)

The Augusta Commission is hereby directed to forward a certified copy of this resolution to: Georgia Department of Transportation, Road Inventory Section District 2, Post Office Box 8, Tennille, Georgia 31089.

Adopted this _____ day of _____, 20____.

AUGUSTA, GEORGIA

BY: _____
As Its Mayor

Attest: _____

Item # 7

STATE OF GEORGIA

COUNTY OF RICHMOND

**DEED OF DEDICATION
MANCHESTER, SECTION 6**

[Water Distribution System and Gravity Sanitary Sewer System]

WHEREAS, COEL DEVELOPMENT CO., hereinafter known as “**DEVELOPER**”, owns a tract of land in Augusta-Richmond County, Georgia, off of Diamond Lakes Way, and in the building of the Manchester, Section 6, housing subdivision on said tract, has laid out a water distribution system and gravity sanitary sewerage system, in said subdivision; and

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

WHEREAS, a Record Plat prepared by Southern Partners, Inc., dated January 9, 2012, was recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, in Plat Reel 8, Pages 47 and 48, and to which reference is hereby made for a more complete and accurate description as to the land herein described; and

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

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

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

W I T N E S S E T H:

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

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

Together with all of the necessary rights of ingress and egress for the purpose of maintaining, expanding, repairing, adding, constructing, installing, extending, operating, replacing, laying and relaying pipelines carrying and transporting Augusta's utilities services; along with the further right to stretch communication lines, or other lines, for the use of **AUGUSTA**, its assigns, representatives, agents, and designees, upon or under said land, within said easement, with the necessary cables, wires, apparatus, fixtures and appliances; and with the right to assign this easement in whole or in part; 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 and gravity sanitary sewerage system, together with all and singular, the rights, members, appurtenances thereof to the same being, belonging, or in anywise appertaining to the only proper use, benefit and behoof of **AUGUSTA**, its successors and assigns forever.

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

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

Signed, sealed and delivered in
the presence of

[Signature]
Witness

M Russell
Notary Public

State of Georgia

County of Columbia

My Commission Expires: 11-22-2013

COEL DEVELOPMENT CO., INC.

By: [Signature]

As Its: President

Attest: [Signature]

As Its: Treasurer



ACCEPTED BY:

AUGUSTA, GEORGIA

By: _____
David S. Copenhaver
As its Mayor

Attest: _____
Clerk of Commission

(SEAL)

STATE OF GEORGIA
COUNTY OF RICHMOND

MAINTENANCE AGREEMENT
MANCHESTER, SECTION 6
(Water Distribution System and Gravity Sanitary Sewer Main)

THIS AGREEMENT, entered into this _____ day of _____, 2012, by and between COEL DEVELOPMENT CO., INC., a Georgia company, hereinafter referred to as the "**DEVELOPER**", and AUGUSTA, GEORGIA, a political subdivision of the State of Georgia, hereinafter referred to as the "**AUGUSTA**":

WITNESSETH

WHEREAS, the **DEVELOPER** has requested that **AUGUSTA** accept the water distribution system and the gravity sanitary sewer main, for the subdivision known as MANCHESTER, SECTION 6, as shown by a Deed of Dedication, contemporaneously tendered and recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, with this document; and

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

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

(1) **AUGUSTA** accepts the water distribution system and gravity sanitary sewer main for the subdivision, respectively described in the Deed contemporaneously tendered herewith to the Augusta-Richmond County Commission and that said water distribution system and gravity sanitary sewer main were duly inspected by the Augusta Utilities Department on January 24, 2012, and said systems did pass said inspection.

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

(3) The **DEVELOPER** agrees that, if during said eighteen month period there is a failure of the installations laid or installed in said subdivision, described in the Deed 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 the **CITY** shall proceed to have the necessary corrective work done, and the **DEVELOPER** agrees to be responsible to **AUGUSTA** for payment, in full, of the costs of repairing the improvements due to failure of material or poor workmanship as liquidated damages.

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

Signed, sealed and delivered in
the presence of

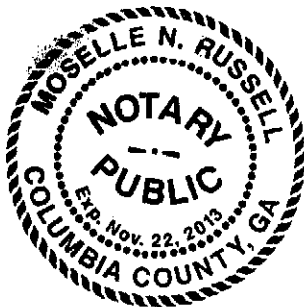
Witness

Notary Public

State of Georgia

County of Columbia

My Commission Expires: 11-22-2013



COEL DEVELOPMENT CO., INC.

By: _____

As Its: _____

Attest: _____

As Its: _____

ACCEPTED BY:
AUGUSTA, GEORGIA

By: _____

David S. Copenhaver
As its Mayor

Attest: _____

Clerk of Commission

(SEAL)



**Engineering Services Committee Meeting
8/13/2012 1:00 PM
Minutes**

Department: Clerk of Commission

Caption: Motion to approve the minutes of the Engineering Services Committee held on July 30, 2012.

Background:

Analysis:

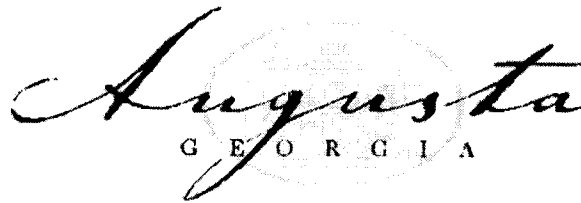
Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:



Engineering Services Committee Meeting Commission Chamber - 7/30/2012

ATTENDANCE:

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

Absent: Hon. Mason, Chairman.

ENGINEERING SERVICES

1. Award Design Consultant Services Agreement to Cranston Engineering Group, Inc. in the amount of \$207,540.00 for 15th Street Bridge over The Augusta Canal, and Broad Street On-Ramp over Lake Olmstead. 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 3-0.	Commissioner Corey Johnson	Commissioner Joe Jackson	Passes

2. Motion to approve the 2013 Solid Waste Collections Contracts with Advanced Disposal Services and Inland Services Corporation. (Referred from July 17 Commission meeting) **Item Action:** Disapproved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Mr. Smith votes No. Motion Fails 2-1.	Commissioner Joe Jackson	Commissioner Corey Johnson	Fails

3. Approve the deeds of dedication, maintenance agreements and road resolution submitted by the Engineering and Augusta Utilities Departments for Breckenridge Subdivision, Section Four, Phase 2. **Item Action:** Approved
Item # 8

Motions

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

4. Receive as information an update on Environmental Services fees for 2012.

Item Action:
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve receiving this item as information with the 2.8% CPI increase. Motion Passes 3-0.	Commissioner Corey Johnson	Commissioner Joe Jackson	Passes

5. Discuss the Augusta, Georgia Municipal Building Renovations and Modernization Project.

Item Action:
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve receiving this item as information. Motion Passes 3-0.	Commissioner Joe Jackson	Commissioner Corey Johnson	Passes

6. Presentation by Kelvin and Julie Deaton regarding the ongoing flooding of their home at 1722 Wrightsboro Road.

Item Action:
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Motion to approve tasking the Administrator to			

Item # 8

convene a meeting with Mr. Deaton, Mr. Ladson and a representative from the Risk Management Department and present a report back at the Commission meeting on Tuesday with a path forward to resolve the problem.
 Approve Commissioner Joe Jackson Commissioner Corey Johnson Passes
 Motion Passes 3-0.

7. Motion to approve the minutes of the Engineering Services Committee held on June 11, 2012. **Item Action:** Approved

Motions

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

8. Approve \$1,000,000 to fund the current On-Call Concrete and Emergency Services Contract. Funding is available in the Grading & Drainage and Sidewalk Rehab/Replacement Phase VI accounts respectively as requested by AED. **Item Action:** Approved

Motions

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

9. Motion to approve an Option for the purposes of acquiring an easement between Marcus A. Reid & Katrina Reid, as owner(s), and Augusta, Georgia, as optionee, in connection with the East Augusta Roadway Drainage Improvement Project, said perpetual easement consists of 0.42 acre (18,106.25 sq. ft.) permanent drainage, utility and maintenance easement and (7,710.38 sq. ft.) of temporary construction easement from the property located at 544 Laney Walker Blvd. Ext., private, at the purchase price of \$4,913.00. **Item Action:** Approved

Motions

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

10. Motion to approve an Option for the purposes of acquiring an easement between Marcus A. Reid & Katrina Reid, as owner(s), and Augusta, Georgia, as optionee, in connection with the East Augusta Roadway Drainage Improvement Project, said perpetual easement consists of 0.80 acre (34,780.33 sq. ft.) permanent drainage, utility and maintenance easement and (3,825.53 sq. ft.) of temporary construction easement from the property located at 540 Laney Walker Blvd. Ext., private, at the purchase price of \$8,886.00.
- Item Action:**
Approved

Motions

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

11. Motion to approve the placement of a monument commemorating the life and achievements of Montgomery Meigs, quartermaster general for the US Army during the Civil War.
- Item Action:**
Approved

Motions

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

12. Approve the deeds of dedication, maintenance agreements, and road resolution submitted by the Engineering and Augusta Utilities Departments for Willhaven Subdivision, Phase III, Section I.
- Item Action:**
Approved

Motions

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

13. Approve and authorize the Engineering Department (AED) to purchase up to 9,800 stream mitigation credits at a total cost of \$563,500 (\$57.50 per mitigation credit) from the Bath Branch Augusta, LLC (Bath Branch Mitigation Bank) and up to 14 wetland mitigation credits at a total cost of \$210,000 (\$15,000 per credit) from the Mitigation Management, LLC, (Brushy Creek Mitigation Bank) to mitigate stream & wetlands impacts as determined necessary by the US Army Corps of Engineers and Georgia Environmental Protection Division in regards to the Wrightsboro Rd. from Jimmie Dyess Pkwy. to I-520 Improvements Project, CPB #323-041110-296823309. Funding is available through Engineering SPLOST III Fund Recapture.
- Item Action:**
Approved

Motions

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

www.augustaga.gov



**Engineering Services Committee Meeting
8/13/2012 1:00 PM**

Options for the Augusta, Georgia Municipal Building Renovations and Modernization

Department:	Recreation, Parks and Facilities
Caption:	Presentation of options, along with funding sources, for the Augusta, Georgia Municipal Building Renovations and Modernization Project.
Background:	The design for the Municipal Building Renovations has progressed through the Design Narrative and Schematic Design phases and is ready to move into the Construction Document phase. During the Code Review process it was discovered that the stairways and elevators did not meet current code requirements. The stairway can be brought up to code with some modifications. However, the optimum solution for the elevators, which require an enclosed smoke lobby and are not ADA Compliant, is to construct a 9-story addition to the building to house new code compliant elevators. To accomplish this, the construction costs exceed the anticipated budget for this project. The purpose of this agenda item is to present options to the Commission for their consideration.
Analysis:	Presentation of data.
Financial Impact:	To Be Determined.
Alternatives:	To Be Determined.
Recommendation:	To Be Determined.
Funds are Available in the Following Accounts:	To Be Determined.

REVIEWED AND APPROVED BY:

Cover Memo

Item # 9

Finance.
Procurement.
Law.
Administrator.
Clerk of Commission



**Engineering Services Committee Meeting
8/13/2012 1:00 PM
Frontage Road Extension**

Department: Clerk of Commission

Caption: Motion to approve the construction of the Frontage Road Extension and task the Administrator with identifying the funding source for Commission approval.

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:
