



Engineering Services Committee
Meeting

Commission Chamber- 9/26/2011- 1:00 PM

ENGINEERING SERVICES

1. Approve resolution authorizing the condemnation of 1,970 square feet of right-of-way and 1,322 square feet of temporary construction easement to Richmond County, Georgia. ☐ [Attachments](#)
2. Approve Amendment No. 1 to Agreement with ESG Operations, Inc. to establish the final budget amount for 2011 at \$5,503,482.00 and authorize two special projects at a cost of \$2,647,778.00. ☐ [Attachments](#)
3. Approve design contract with S.L. King & Associates, Inc. in an amount not to exceed \$100,000 for water line system upgrades to various areas of Augusta-Richmond County. ☐ [Attachments](#)
4. Presentation by Ms. Georgia Johnson regarding garbage services. (Referred from September 12 Engineering Services Committee) ☐ [Attachments](#)
5. Approve award of Construction Contract to Mabus Brothers Construction, Inc., in the amount of \$498,565.05 for the Paving Various Roads, Phase 9 – Contract 4 (Youngblood Dr. & Youngblood Lane) Project CPB #324-041110-208824001, subject to receipt of signed contracts and proper bonds as requested by AED. Funding is available in the project account and Phase 4 Fund balance. ☐ [Attachments](#)
6. Approve a resolution creating street lighting districts. ☐ [Attachments](#)
7. Consider a request from The First Tee of Augusta regarding an adjustment of their monthly water rate and report from staff regarding the water usage at other golf courses. (Referred from September 12 Engineering Services Committee) ☐ [Attachments](#)

8. Approve the deeds of dedication, maintenance agreements, and road resolutions submitted by the Engineering and Augusta Utilities Departments for Walton Hills, Section 8, Phase 2. ☐ [Attachments](#)
9. Approve the selection committee's recommendation to select R.W. Allen, LLC as the Construction Manager at Risk for Webster Detention Center – Phase II. ☐ [Attachments](#)
10. Approve the request from Jordan, Jones and Goulding, Inc. (JJG), Supplemental Agreement Request 10, on the Windsor Spring Road projects, 323-04-299823766 and 323-04-2998786, for the novation of the contract to reflect the name change from Jordan, Jones and Goulding, Inc. to Jacobs Engineering Group Inc. in accordance with the merger that occurred on February 12, 2010 as requested by AED. ☐ [Attachments](#)

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Engineering Services Committee Meeting

9/26/2011 1:00 PM

Acquisition of right-of-way and temporary construction easement to Richmond County, Georgia from Georgia Power Company

Department:	Engineering Services
Caption:	Approve resolution authorizing the condemnation of 1,970 square feet of right-of-way and 1,322 square feet of temporary construction easement to Richmond County, Georgia.
Background:	The right-of-way and temporary construction easement are granted to Richmond County to assist Richmond County in construction of improvements "Marvin Griffin Road Improvement Project, 1633 Marvin Griffin Road." This is the remaining parcel to be acquired prior to commencement of this construction.
Analysis:	N/A
Financial Impact:	Just and adequate estimated to be in the sum of \$1,500.00. Said funds are available from the property right-of-way fund.
Alternatives:	Non-condemnation alternatives have been exhausted.
Recommendation:	Approve resolution to authorize the Mayor to sign the condemnation of said right-of-way and temporary construction easement.
Funds are Available in the Following Accounts:	Funds Available General Ledger No. 323-04-1110-54.11120 Job Ledger No. 2968236303-54.11120

REVIEWED AND APPROVED BY:

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

AGENDA ITEM _____

EDITION _____

DATE: September 14, 2011

TO: The Honorable Deke Copenhaver, Mayor
Members of the Augusta Commission

FROM: Daniel W. Hamilton and Andrew McKenzie, General Counsel

SUBJECT: Acquisition of right-of-way and temporary construction easement to Richmond County, Georgia from Georgia Power Company

CAPTION: Condemnation of 1,970 square feet of right-of-way and 1,322 square feet of temporary construction easement to Richmond County, Georgia.

BACKGROUND: This right-of-way and temporary construction easement are granted to Richmond County to assist Richmond County in construction of improvements "Marvin Griffin Road Improvement Project, 1633 Marvin Griffin Road." This is the remaining parcel to be acquired prior to commencement of this construction.

ANALYSIS: N/A

FINANCIAL IMPACT: Just and adequate estimated to be in the sum of \$1,500.00. Said funds are available from the property right-of-way fund.

ALTERNATIVES: Non-condemnation alternatives have been exhausted.

RECOMMENDATION: Approve resolution to authorize the Mayor to sign the condemnation of said right-of-way and temporary construction easement.

AGENDA DATE: September 26, 2011

DEPARTMENT
DIRECTOR: _____

FUNDS ARE AVAILABLE IN THE
FOLLOWING ACCOUNTS: _____

ADMINISTRATOR: _____

FINANCE: _____



Engineering Services Committee Meeting

9/26/2011 1:00 PM

Amendment No. 1 to the Contract with ESG Operations, Inc. for the Operation of Water Pollution Control Facilities

Department: Utilities

Caption: Approve Amendment No. 1 to Agreement with ESG Operations, Inc. to establish the final budget amount for 2011 at \$5,503,482.00 and authorize two special projects at a cost of \$2,647,778.00.

Background: On December 16, 2009 Augusta and ESG Operations, Inc. (ESG) entered into an Agreement for Operations, Maintenance and Management Services. The Agreement provides that ESG will prepare an annual amendment to the Agreement which establishes the budget for the year. Attached is a proposed Amendment No. 1 from ESG, which sets forth a 2011 budget of \$5,503,482.00. The estimated cost of wastewater treatment services for 2011 is \$5,222,232.00. We have also included an allowance of \$281,500.00 to provide for ESG assistance with maintenance as may be needed at the water treatment facilities and other areas within our system. In addition to the normal contracted activities we have requested that ESG provide proposals to manage some additional work at the Messerly WPCP site. The two projects included in this proposal are the final paving of all plant roads and the replacement of plant screening systems. The combined cost of these two projects is \$2,647,778.00.

Analysis: The proposed budget amendment represents a 3.75% increase over the 2010 budget for this work. A review of these costs supports the increase based on increased costs in the areas of Personnel, Utilities, Chemicals and Solids Handling. The two projects proposed as additional work have been anticipated as projects that would need to follow the completion of the recent major plant upgrade. The paving project was part of a scope that was removed from the upgrade project to allow us to take advantage of an anticipated cost reduction by not committing to paving prices during a period of inflated oil pricing. The estimate at the time of that decision was that the paving would cost approximately \$2 Million. Through reduced unit prices and a reduction in scope we have reduced the cost to \$1,048,000.00. The screening upgrade was originally planned to take place in a future project but recent improvements to our wastewater collection system have resulted in the need to replace the screening systems. recom Memo
Item # 2

in an ability to transport flow to the treatment plant more quickly during significant storm events. We have observed that the peak flow rates reaching the plant are greater than anticipated and are approaching the hydraulic capacity of our current screening system. We are also seeing increased maintenance costs for the existing system which is now 28 years old. We believe this upgrade is necessary to provide the reliability to meet the flow demands of the facility. The cost of the screening upgrade is \$1,599,778.00. Having these two projects managed by ESG allows for expedited performance of the work and avoids conflict with plant operations during construction.

Financial Impact: Operations Contract cost of \$5,503,482.00 from account 506043310-5211110; Special Projects cost of \$1,048,000.00 from account 511043420-5412110 / 80311010-5412110 for paving and \$1,599,778.00 from account 511043420-5425210 / 80311020-5412110 for screening upgrade

Alternatives: No viable alternatives.

Recommendation: We recommend approval of Amendment No. 1 to Agreement with ESG Operations, Inc. to establish the final budget amount for 2011 at \$5,503,482.00 and authorize two special projects at a cost of \$2,647,778.00.

Funds are Available in the Following Accounts: 506043310-5211110; 511043420-5412110 / 80311010-5412110; 511043420-5425210 / 80311020-5412110

REVIEWED AND APPROVED BY:

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



MEMORANDUM

ESG Operations 2011 Budget Proposal

PREPARED FOR: Allen Saxon, AUD

PREPARED BY: Paul Tickerhoof, ESG

COPIES:

DATE: August 25, 2011

ESG has reviewed last year's expenditures in an effort to prepare a budget for AUD's 2011 fiscal year. The following table summarizes 2010's budget and ESG's requested 2011 budget.

ESG Budget Comparison			
	2010	2011	Delta
Personnel Services	\$ 1,926,234.00	\$ 1,981,384.00	\$ 55,150.00
Administrative Expenses	\$ 119,000.00	\$ 119,000.00	\$ -
Utilities	\$ 96,000.00	\$ 127,200.00	\$ 31,200.00
Chemicals	\$ 399,000.00	\$ 419,400.00	\$ 20,400.00
Materials & Supplies	\$ 110,000.00	\$ 110,000.00	\$ -
Vehicles & Equipment	\$ 125,000.00	\$ 125,000.00	\$ -
Outside Services	\$ 285,000.00	\$ 310,000.00	\$ 25,000.00
Biosolids Management	\$ 1,105,000.00	\$ 1,150,000.00	\$ 45,000.00
Maintenance & Repair	\$ 300,000.00	\$ 300,000.00	\$ -
Total Operating Budget	\$4,465,234.00	\$4,641,984.00	\$176,750.00
Management & Administrative Fee (12.5%)	\$ 558,154.25	\$ 580,248.00	\$ 22,093.75
Contractor's Subtotal	\$5,023,388.25	\$5,222,232.00	\$198,843.75
 Director's Allowance	 \$250,000.00	 \$250,000.00	 \$ -
Management & Administrative Fee (12.5%)	\$ 31,250.00	\$ 31,250.00	\$ -
Director's Allowance Subtotal	\$ 281,250.00	\$ 281,250.00	\$ -
 Total Budget	 \$5,304,638.25	 \$5,503,482.00	 \$198,843.75

ESG is confident in maintaining last year's budget number for most accounts with the exception of; Personnel Services, Utilities, Chemicals, Outside Services, and Solids Disposal. The reason for the requested increase is as follows:

- **Personnel Services:** ESG has partnered with the Southeastern Natural Sciences Academy to provide public education programs related to Augusta's wetlands treatment system. The Academy's presence at the site provides strong benefit to Augusta including maintenance of educational and recreational features of the treatment wetlands and providing site security. The Academy will also provide educational programs that Augusta Utilities committed to as part of their original watershed assessment program. The watershed assessment is currently being updated, and public education will be a key component of this program. To this end ESG and AU will share the cost of two Educational Specialists.
- **Utilities:** An outside lighting service agreement is in place with Georgia Power whereby they maintain all outside lighting from the base of the pole through the bulb. As part of the facility upgrade additional lights were installed resulting in a price increase.
- **Chemicals:** As part of the facility upgrade sodium hypochlorite generators were installed to ensure disinfection of the treated effluent. The fail safe for this system in the event of an equipment failure is to purchase bulk 12.5% sodium hypochlorite. Therefore, ESG has budgeted 6 loads for use during maintenance of the generation system.
- **Outside Services:** The recommended increase is needed to pay for the landscaping services associated with the new berm and plant installation. Included with this service is a one year warranty on plants installed at the end of 2010.
- **Solids Handling:** Maintaining soil pH is an imperative part of managing the biosolids program. In 2010, ESG under-budgeted this line item and is proposing the increase to bring the actual usage in-line with field requirements.

ESG's proposed overall increase for 2011 is 3.75% which is higher than our estimated increase of 1.45%.

Also, included in Amendment No. 1 as Appendix G & H are additional scopes of service that resolve unfinished activities at the JB Messerly WPCP. Appendix G provides for paving of the JB Messerly WPCP that was removed from Parsons scope of service during the value engineering phase of the project. Appendix H replaces three bar screens that are at the end of their useful life and require excessive maintenance attention.

We are available at your convenience to clarify our estimate or answer any questions.

AMENDMENT NO. 1
to the
AGREEMENT Between
ESG Operations, Inc.
And
Augusta, Georgia
For
Operations, Maintenance and Management Services

This Amendment is made and entered into this 1st day of January, 2011, between **AUGUSTA, GEORGIA**, by and through the **Augusta-Richmond County Commission**, a political subdivision of the State of Georgia (hereinafter "Augusta"), and **ESG OPERATIONS, INC.**, a Georgia corporation, (hereinafter "ESG"). This is Amendment No. 1 to the Agreement dated the 16th day of December 2009, between Augusta and ESG.

NOW THEREFORE, Augusta and ESG agree to amend the Agreement as follows:

REPLACE Article 4.1 with the following new Article:

- 4.1 Augusta shall pay to ESG a base fee equal to the Augusta budget shown in Appendix F. This includes the actual cost of the Scope of Services performed by ESG plus a Management and Administrative Fee. The base fee shall not include services which are not specifically defined by Section 2 of this Agreement. The base fee for this Amendment shall be Four Million Eight Hundred Ninety One Thousand Nine Hundred Eighty Four Dollars (\$4,891,984) and the Management and Administrative Fee shall be Six Hundred and Eleven Thousand Four Hundred and Ninety Eight Dollars (\$611,498). The base fee and the Management and Administrative Fee shall be payable in advance in equal monthly installments and for the second term of this Agreement the monthly amount shall be Four Hundred Fifty Eight Thousand Six Hundred Twenty Three Dollars and Fifty Cents (\$458,623.50). Said base fee shall be for the period beginning on January 1st, 2011 and ending on December 31st, 2011. Thereafter, the Base Fee will be negotiated as described in Article 4.2. The Management and Administrative Fee shall increase proportionally with the base fee adjustments described in Articles 4.2 and 4.4.

REPLACE Appendix F with the following new Appendix F:

ADD a new Appendix G, attached to this Amendment.

ADD a new Appendix H, attached to this Amendment.

All other terms and conditions remain in effect in accordance with the Agreement referenced in this Amendment.

Both parties indicate their approval of this Amendment by signature below.

Authorized signatures:

ESG OPERATIONS, INC.

AUGUSTA, GEORGIA

By: _____
John Clay Sykes, PE, Principal

By: _____
David S. Copenhaver
Mayor

By: _____
Daniel E. Groselle, Jr., PE, Principal

Date: _____

Date: _____

ATTEST: _____
Clerk of Commission

Date: _____

Appendix F

2011 Project Budget and Staffing Plan

Project Budget

PERSONNEL SERVICES	\$ 1,981,384.00	
ADMINISTRATIVE EXPENSES	119,000.00	
UTILITIES	127,200.00	
CHEMICALS	419,400.00	
MATERIALS & SUPPLIES	110,000.00	
VEHICLES & EQUIPMENT	125,000.00	
OUTSIDE SERVICES	310,000.00	
BIOSOLIDS MANAGEMENT	1,150,000.00	
MAINTENANCE & REPAIR	<u>300,000.00</u>	
TOTAL OPERATING BUDGET	\$ 4,641,984.00	
MANAGEMENT & ADMINISTRATIVE FEE (12.5%)	<u>580,248.00</u>	
CONTRACTOR'S SUBTOTAL		\$ 5,222,232.00
DIRECTOR'S ALLOWANCE	\$ 250,000.00	
MANAGEMENT & ADMINISTRATIVE FEE (12.5%)	<u>31,250.00</u>	
DIRECTOR'S ALLOWANCE SUBTOTAL		<u>281,250.00</u>
TOTAL 2011 BUDGET		<u><u>\$ 5,503,482.00</u></u>

Appendix F (Continued)
2011 Project Budget and Staffing Plan

Project Staffing Plan

<u>Budgeted Position</u>	<u>Budgeted Number</u>
Project Director	1
Assistant Project Manager	1
Operations Manager	1
Lab/IPP Manager	1
Maintenance Manager	1
Land Application Manager	1
Operators	10
Lab Analysts	2
IPP Technicians	3
Mechanics	5
Maintenance Support	5
Administrative	2
Education Specialist	2

Appendix G – JB Messerly WWTP Paving

Augusta Utility Department (AUD) recently completed upgrades to the JB Messerly WWTP to ensure compliance with anticipated more stringent treatment limits. During the value engineering process, paving of the facility after completion of construction was removed from the construction contractor's scope of service. ESG has reviewed the plans prepared by Tetrtech Engineering and developed a cost to provide the paving and site work identified with exceptions as identified in the JB Messerly WWTP Paving Proposal dated May 27, 2011, attached hereto and made a part hereof for a cost of One Million Forty Eight Thousand dollars (\$1,048,000) inclusive of the management and administrative fee outlined in our agreement and as detailed in the subsequent table.

ESG will invoice the County monthly on a percent complete basis for this work. A detailed description of the work to be completed is provided in the JB Messerly WWTP Paving Proposal dated May 27, 2011, attached hereto and made a part of this appendix.

ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL QUANTITIES	ADJUSTED QUANTITIES	QUANTITY DELTA
1	General Grading(excavation & embankment)	LS	\$ 50,000.00	1	1	-
2	Remove Existing Concrete Curb & Gutter	LF	\$ 2.00	4,505	4,505	-
3	Remove Asphalt Pavement(nominal 1.5"thickness)	SY	\$ 3.50	12,201	12,201	-
4	Remove Concrete Pavement (nominal 6"thickness)	SY	\$ 5.00	6,373	6,773	400
5	Milling Asphalt surface(1 1/4"depth)	SY	\$ 15.00	25	25	-
6	Milling Concrete surface 1 1/4" depth)	SY	\$ 15.00	325	325	-
7	Sawcut Asphalt Pavement(nominal 1.5"thickness	LF	\$ 1.00	303	303	-
8	Sawcut Concrete Pavement (nominal 6" thickness)	LF	\$ 1.25	560	560	-
9	Remove Concrete Sidewalk (nominal 4" thickness)	SY	\$ 4.00	30	30	-
10	Remove unsuitable soils/replace w/suitable	CY	\$ 16.00	50	50	-
11	Densification of subgrade	LS	\$ 2,000.00	1	1	-
12	Excavation for new roadway	CY	\$ 6.00	4,843	4,843	-
13	Fill for new roadway	CY	\$ 10.00	50	50	-
14	Replace and Install Curb Inlet Top & Throat	Ea	\$ 800.00	21	21	-
15	Install Precast Curb Inlet Tops & Throat (Type C)	Ea	\$ 800.00	13	13	-
16	Install Precast Curb Inlet Tops & Throat (Type A)	Ea	\$ 800.00	1	1	-
17	Stone rip rap	Ton	\$ 35.00	60	60	-
18	Concrete Curb & Gutter	LF	\$ 9.00	9,363	9,363	-
19	9.5 MM Asphalt (2" compacted thickness) Std Duty Pavement	SY	\$ 8.50	10,356	10,756	400
20	Bituminous Prime Coat	Gal	\$ 5.00	13,145	-	(13,145)
21	Graded aggregate base (6" compacted thickness) Std Duty Pavement	SY	\$ 6.25	10,465	15,872	5,407
22	Asphalt 12.5MM (Binder Course for HD Pavement)	SY	\$ 8.00	17,434	12,844	(4,590)
23	Bituminous Tack Coat	Gal	\$ 3.50	878	878	-
24	19.0 mm Superpave (2.0" compacted thickness)	SY	\$ 8.00	17,434	17,851	417

ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL QUANTITIES	ADJUSTED QUANTITIES	QUANTITY DELTA
25	Graded aggregate base (8" compacted thickness) HD Pavement	SY	\$ 6.50	18,118	13,528	(4,590)
26	9.5MM Sperpave Surface Level B (1.25" thickness Asphalt Overlay)	SY	\$ 7.00	325	325	-
27	Signage & Thermoplastic Striping Complete	LS	\$ 2,500.00	1	1	-
28	Concrete Wheelstops	Ea	\$ 50.00	26	26	-
29	HC accessible sign	Ea	\$ 125.00	2	2	-
30	Yard Steps	LF		70	-	(70)
31	4" Thick Concrete Sidewalk and Aprons	SY	\$ 31.50	970	659	(311)
32	Curb Ramps	EA	\$ 100.00	5	5	-
33	Landscape stone w/fabric	SY	\$ 8.00	1,032	1,032	-
34	Landscape border	LF	\$ 4.50	845	845	-
35	6" Thick Conc. Driveway (Class "B")	SY	\$ 36.00	764	164	(600)
36	Adjust Manhole	Ea	\$ 100.00	3	3	-
37	New Gravel Parking (GAB 6" depth)	SY	\$ 6.25	632	-	(632)
38	3' x 5' Precast Sump, installed, complete	Ea	\$ 5,000.00	1	-	(1)
39	4" CPVC (Sch 40) from sump to existing MH, installed, complete w/cleanout	LF	\$ 12.00	35	35	-
40	New Guardrail, Installed, complete	LF	\$ 100.00	132	-	(132)
41	New Guardrail Anchor	Ea	\$ 250.00	2	-	(2)
42	Slope Stabilization	LS	\$ 2,000.00	1	1	-
43	Inlet Sediment Traps (Sd2)	Ea	\$ 50.00	32	32	-
44	Relocate site lighting (pole mounted)	Ea	\$ 2,500.00	1	1	-
45	Permanent Grassing	LS	\$ 3,000.00	1	1	-
46	Lump sum construction (includes but is not limited to the lump sum as listed at end of Bid Schedule)	LS	\$ 15,000.00	1	1	-



MEMORANDUM

JB Messerly WWTP Paving Proposal

PREPARED FOR: Allen Saxon, AUD
Tom Weidmeier, AUD
PREPARED BY: Paul Tickerhoof, ESG
COPIES: Clay Sykes, ESG
DATE: May 27, 2011

Background

Augusta Utility Department (AUD) recently completed upgrades to the JB Messerly WWTP to ensure compliance with anticipated more stringent treatment limits. During the value engineering process, paving of the facility after completion of construction was removed from the construction contractor's scope of service. ESG has reviewed the plans prepared by Tetrattech Engineering and developed a cost to provide the paving and site work identified with exceptions as identified below.

Proposed Activities

Provide for the installation of paving and site work improvements as itemized in the enclosed Attachment A, which is the takeoff detail developed by Tetrattech Engineering with quantities adjusted to reflect suggestions that reduce the overall cost. ESG has not field verified actual quantities and trust the provided amounts are accurate. A summary of the scope of service includes:

- Standard Duty Paving
- Heavy Duty Paving
- Curb and Gutter Installation
- General Grading and Backfilling
- Concrete Removal and Disposal
- Minor Landscaping
- Installation of a Drainage Sump

Exceptions

Traffic patterns through the WWTP were reviewed and the following recommendations are provided to AUD for consideration and concurrence in an effort to reduce the projects final cost.

Item No.	Proposed Change and/or Exception
4	Additional 400 square yards of concrete pavement removed going to the South RAS building. This road will be standard duty pavement instead of concrete.
5	ESG plans to remove and replace the material as opposed to milling the surface.
6	ESG plans to remove and replace the material as opposed to milling the surface.
11	Assuming AUD's typical approach whereby AUD will schedule and pay for an outside firm to monitor and confirm densification of subgrade. Contractor has included cost to confirm densification of subgrade in asphalt line item.
19	Additional 400 square yards of 9.5 mm standard duty asphalt for golf cart access drives around the new aeration basin.
20	The bitumious prime coat was removed from the scope of service because it protects against moisture intrusion when sand or clay is the base, which does not reflect actual conditions. The product can be added on a unit cost basis should circumstances change requiring protection from moisture.
22	Reduced heavy duty asphalt by 4,590 square yards in areas where standard duty asphalt is acceptable. Deletes paving to ammonia stripper at the headworks and the old septage receiving station. Also, includes reducing the turnaround area between the new grit snails and I/O box.
24	Additional, 417 square yards of 19 mm superpave heavy duty asphalt for bulk polymer off loading area.
25	Reduced 8-inch aggregate base by 4,590 square yards in areas where standard duty asphalt is acceptable. Deletes paving to ammonia stripper at the headworks and the old septage receiving station. Also, includes reducing the turnaround area between the new grit snails and I/O box.
27	Striping is only for the back parking area. Thermoplastic striping was changed to standard striping because only parking spaces are being identified, which does not require enhanced night reflection.
30	Yard steps were removed due to lack of detail where they were to be installed and inspection of the site did not readily reveal the need for yard steps.
31	Remove 311 square yards of concrete that was to provide access in seven locations around the new aeration basin and sidewalk from the North RAS building to the headworks area.
35	Remove 600 square yards of 6-inch concrete drive going to the South RAS building. This road will be standard duty pavement instead of concrete.
37	Remove 6-inch gravel for parking area at the warehouse. Nothing will be added here.
38	Installing a precast sump and gravity drainage system instead of a pump station.
40	Proposing up to 20 plastic vertical panel barricades as warning devices instead of guard rail.
41	Not installing any guard rail anchors.
44	The light pole has already been relocated.

A mark up of the proposed changes are available for review and comment at the JB Messerly WWTP.

Summary and Fee

ESG is proposing to use our current contracting approach to install the paving and perform the site work as outlined. Our plan utilizes a more cost efficient version of the site paving plan developed by Tetrattech with the modifications identified above. ESG received three quotes with the lowest and most responsive proposal amounting to One Million Forty Eight Thousand dollars (\$1,048,000) inclusive of the management and administrative fee outlined in our agreement. This estimate is based on the plans and takeoff quantities, inclusive of adjustments detailed in Appendix A. The overall cost could change based on actual field conditions.

Should you have any questions or need further clarification contact me at 706-793-1691.

ATTACHMENT A

ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL QUANTITIES	ADJUSTED QUANTITIES	QUANTITY DELTA
1	General Grading(excavation & embankment)	LS	\$ 50,000.00	1	1	-
2	Remove Existing Concrete Curb & Gutter	LF	\$ 2.00	4,505	4,505	-
3	Remove Asphalt Pavement(nominal 1.5"thickness)	SY	\$ 3.50	12,201	12,201	-
4	Remove Concrete Pavement (nominal 6"thickness)	SY	\$ 5.00	6,373	6,773	400
5	Milling Asphalt surface(1 1/4"depth)	SY	\$ 15.00	25	25	-
6	Milling Concrete surface 1 1/4" depth)	SY	\$ 15.00	325	325	-
7	Sawcut Asphalt Pavement(nominal 1.5"thickness	LF	\$ 1.00	303	303	-
8	Sawcut Concrete Pavement (nominal 6" thickness)	LF	\$ 1.25	560	560	-
9	Remove Concrete Sidewalk (nominal 4" thickness)	SY	\$ 4.00	30	30	-
10	Remove unsuitable soils/replace w/suitable	CY	\$ 16.00	50	50	-
11	Densification of subgrade	LS	\$ 2,000.00	1	1	-
12	Excavation for new roadway	CY	\$ 6.00	4,843	4,843	-
13	Fill for new roadway	CY	\$ 10.00	50	50	-
14	Replace and Install Curb Inlet Top & Throat	Ea	\$ 800.00	21	21	-
15	Install Precast Curb Inlet Tops & Throat (Type C)	Ea	\$ 800.00	13	13	-
16	Install Precast Curb Inlet Tops & Throat (Type A)	Ea	\$ 800.00	1	1	-
17	Stone rip rap	Ton	\$ 35.00	60	60	-
18	Concrete Curb & Gutter	LF	\$ 9.00	9,363	9,363	-
19	9.5 MM Asphalt (2" compacted thickness) Std Duty Pavement	SY	\$ 9.60	10,356	10,756	400
20	Bitumious Prime Coat	Gal	\$ 5.00	13,145	-	(13,145)
21	Graded aggregate base (6" compacted thickness) Std Duty Pavement	SY	\$ 6.25	10,465	15,872	5,407
22	Asphalt 12.5MM (Binder Course for HD Pavement)	SY	\$ 9.00	17,434	12,844	(4,590)
23	Bitumious Tack Coat	Gal	\$ 3.50	878	878	-
24	19.0 mm Superpave (2.0" compacted thickness)	SY	\$ 9.00	17,434	17,851	417
25	Graded aggregate base (8" compacted thickness) HD Pavement	SY	\$ 6.50	18,118	13,528	(4,590)
26	9.5MM Sperpave Surface Level B (1.25" thickness Asphalt Overlay)	SY	\$ 8.00	325	325	-
27	Signage & Thermoplastic Striping Complete	LS	\$ 2,500.00	1	1	-
28	Concrete Wheelstops	Ea	\$ 50.00	26	26	-
29	HC accessible sign	Ea	\$ 125.00	2	2	-
30	Yard Steps	LF	\$ -	70	-	(70)
31	4" Thick Concrete Sidewalk and Aprons	SY	\$ 31.50	970	659	(311)
32	Curb Ramps	EA	\$ 100.00	5	5	-
33	Landscape stone w/fabric	SY	\$ 8.00	1,032	1,032	-
34	Landscape border	LF	\$ 4.50	845	845	-
35	6" Thick Conc. Driveway (Class "B")	SY	\$ 36.00	764	164	(600)
36	Adjust Manhole	Ea	\$ 100.00	3	3	-
37	New Gravel Parking (GAB 6" depth)	SY	\$ 6.25	632	-	(632)
38	3' x 5' Precast Sump, installed, complete	Ea	\$ 5,000.00	1	-	(1)
39	4" CPVC (Sch 40) from sump to existing MH, installed, complete w/cleanout	LF	\$ 12.00	35	35	-
40	New Guardrail, Installed, complete	LF	\$ 100.00	132	-	(132)
41	New Guardrail Anchor	Ea	\$ 250.00	2	-	(2)
42	Slope Stabilization	LS	\$ 2,000.00	1	1	-
43	Inlet Sediment Traps (Sd2)	Ea	\$ 50.00	32	32	-
44	Relocate site lighting (pole mounted)	Ea	\$ 2,500.00	1	1	-
45	Permanent Grassing	LS	\$ 3,000.00	1	1	-
46	Lump sum construction (includes but is not limited to the lump sum as listed at end of Bid Schedule)	LS	\$ 15,000.00	1	1	-

Appendix H – JB Messerly WWTP Bar Screen Replacement

The initial phase of treatment at Augusta Utility Departments (AUD) JB Messerly WPCP is the removal of debris by passing the influent water through bar screens. The current Screens were installed in 1983 as part of a facility upgrade and have been in constant service for more than 28 years. A coarse opening bar screen was installed in a bypass channel in 2000 to assist in handling excessive flow conditions. Over the past several years, the screens have been very problematic requiring extensive repair and proving to be unreliable. ESG reviewed several alternatives and recommends that the AUD replace the existing bar screens with perforated plate type screens which is a more up to date technology that will provide the needed reliability and protection of the facility. The perforated plate screens are designed to remove considerably more of the debris providing additional protection to the Facility. ESG will perform this work in accordance to the Proposal dated May 31, 2011, attached hereto and made a part hereof for a cost of One Million Five Hundred and Ninety Nine Thousand Seven Seventy Eight Hundred dollars (\$1,599,778) inclusive of the management and administrative fee outlined in our agreement and as detailed in the subsequent table.

ESG will invoice the City monthly on a percent complete basis for this work. A detailed description of the work to be completed is provided in the JB Messerly WPCP Bar Screen Replacement Proposal dated May 31, 2011, attached hereto and made a part of this appendix.



MEMORANDUM

JB Messerly WPCP Bar Screen Replacement Proposal

PREPARED FOR: Allen Saxon, AUD
 PREPARED BY: Paul Tickerhoof, ESG
 COPIES: Clay Sykes, ESG
 DATE: May 31, 2011

Background

The initial phase of treatment at Augusta Utility Departments (AUD) JB Messerly WPCP is the removal of debris by passing the influent water through bar screens. The current Screens were installed in 1983 as part of a facility upgrade and have been in constant service for more than 28 years. A coarse opening bar screen was installed in a bypass channel in 2000 to assist in handling excessive flow conditions. Over the past several years, the screens have been very problematic requiring extensive repair and proving to be unreliable. Given the critical nature of the screens it is imperative that the screens be upgraded to protect the plant from the debris. After reviewing several alternatives, ESG recommends that the AUD consider replacing the existing bar screens with perforated plate type screens which is a more up to date technology that will provide the needed reliability and protection of the facility. The perforated plate screens are designed to remove considerably more of the debris providing additional protection to the Facility.

Proposed Activities

To streamline the process, reduce the overall cost and clearly define accountability, ESG proposes the following: ESG proposes to partner with Tetrattech Engineering for the design of the bar screen retrofits. Once designed, ESG will procure the equipment and furnish all material and labor to install the units as designed.

1. Headworks bar screens. Includes:
 - Disassembling headworks building.
 - Removal of both bar screens.
 - Removal of screening conveyor.
 - Installation of two new bar screens.
 - Installation of screenings compactor.
 - Connecting all electrical energy and water supply.
 - Reassembling the headworks building.
2. Bypass channel bar screen. Includes:
 - Removal of bar screen.
 - Installation of new bar screen.
 - Installation of screenings compactor.
 - Connecting all electrical energy and water supply.

Summary and Fee

A summary of the major tasks and associated costs are presented in Table 1.

Table 1 - Summary of Costs

Item	Description	Cost
1	Headworks Screens	\$ 724,900
2	Compactors	\$ 247,500
3	Bypass Screen	\$ 339,625
4	Design	\$ 110,000
Subtotal		\$ 1,422,025
6	Mark Up (12.5%)	\$ 177,753
Total		\$ 1,599,778

ESG will invoice for these services monthly on a percent complete basis. Should you have any questions or need further clarification contact me at 770-918-6572.

Geri Sams

From: Andrew G. Mackenzie
Sent: Wednesday, September 07, 2011 1:22 PM
To: Phyllis Mills
Cc: Geri Sams
Subject: RE: Copy of Agreement for ESG and agenda item

I did not see any language in the 2009 contract that would implicate the 2011 Order. Thanks.

From: Phyllis Mills
Sent: Wednesday, September 07, 2011 1:17 PM
To: Andrew G. Mackenzie
Cc: Geri Sams
Subject: Copy of Agreement for ESG and agenda item
Importance: High

Attached is a copy of the Agreement between ESG and Augusta, Georgia. Also is a copy of the agenda item. Please review.

Please consider the environment before printing this email.

This e-mail contains confidential information and is intended only for the individual named. If you are not the named addressee, you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. The City of Augusta accepts no liability for the content of this e-mail or for the consequences of any actions taken on the basis of the information provided, unless that information is subsequently confirmed in writing. Any views or opinions presented in this e-mail are solely those of the author and do not necessarily represent those of the City of Augusta. E-mail transmissions cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. The sender therefore does not accept liability for any errors or omissions in the content of this message which arise as a result of the e-mail transmission. If verification is required, please request a hard copy version.

AED:104.1

AGREEMENT
for
OPERATIONS, MAINTENANCE AND
MANAGEMENT SERVICES
for
AUGUSTA, GEORGIA

THIS AGREEMENT is made on this 16th day of December, 2009, between **AUGUSTA, GEORGIA**, by and through the **Augusta-Richmond County Commission**, a political subdivision of the State of Georgia (hereinafter "Augusta"), and **ESG OPERATIONS, INC.**, a Georgia corporation, (hereinafter "ESG").

Augusta and ESG, for and in consideration of the mutual covenants, agreements and promises as hereinafter set forth, do hereby agree and contract as follows:

1. GENERAL

- 1.1 All definitions of words or phrases used in this Agreement are contained in Appendix A which is herewith incorporated by reference and made a part hereof.
- 1.2 All grounds, facilities, equipment, and vehicles owned by Augusta as of the date of this Agreement or acquired by Augusta during the term of this Agreement shall remain the property of Augusta.
- 1.3 This Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia.
- 1.4 This Agreement shall be binding upon the successors and assigns of each of the parties, but neither party will assign this Agreement without the prior written consent of the remaining party to this Agreement. Consent concerning a proposed assignment shall not be unreasonably withheld.
- 1.5 All notices required or permitted to be made under this Agreement shall be in writing, signed by the party giving such notice, and delivered personally, sent by certified mail or sent by overnight mail to the other party at the address set forth below, or at such other address as the other party may hereafter designate in writing.

City of Augusta

City Administrator, 530 Greene Street, Room 801, Augusta, GA 30911
Utilities Director, 360 Bay St, Suite 180, Augusta, GA 30901

ESG Operations, Inc., 6400 Peake Road, Macon, Georgia 31210

- 1.6 This Agreement, including Appendices, is the entire Agreement of the parties. This Agreement may be modified only by written agreement signed by both parties. Wherever used, the terms "ESG" and "Augusta" shall include the respective officers, agents, directors, elected or appointed officials, and employees.

2. ESG's SCOPE OF SERVICES

ESG shall, pursuant to the terms and conditions of this Agreement, perform the following services as may be related to the Project (collectively the "Scope of Services"):

- 2.1 Operate and maintain the Project over a 24-hour per day, seven-day per week period, under full-service contract operations and maintenance. The agreed on initial budgeted staffing levels to provide adequate operation and maintenance of the Project is identified in Appendix F. The Messerly facility shall be staffed continuously; however, ESG may utilize off-site staff to meet staffing requirements regarding the remaining Project facilities. ESG shall make every reasonable effort to maintain the agreed to staffing levels, but will not be in breach of this agreement for mutually-agreed upon deviations in actual staffing, or for short term fluctuations due to the time required to hire replacement employees. ESG and Augusta acknowledge that staffing for the Project may require modification due to changes in the requirements of proper operation and the services to be provided pursuant to the terms of this Agreement. Following the initial six (6) months of this Agreement, ESG may, at any time during the term of this Agreement, recommend an alteration in staffing for consideration and approval by Augusta.
- 2.2 Staff the Project with qualified personnel, inclusive of management, administrative, operational, technical, laboratory and clerical, who meet the applicable certification requirements of the State of Georgia as may be specifically related to the Project tasks performed by each such employee. ESG staff shall be capable and demonstrate the necessary experience to operate and maintain the Project.
- 2.3 Provide a minimum of 26 hours per year per employee (prorated for those not working a full year) of training for personnel in areas of operation, maintenance, and safety, with additional training as appropriate for professional and specific skills development.
- 2.4 Augusta shall have the right to approve each and every resident Project Manager that ESG assigns to direct the management, operation and maintenance of the Project. The initial Project Manager shall be Paul Tickerhoof. ESG agrees not to reassign the initial Project Manager for at least the initial three years of this Agreement, unless directed or agreed by Augusta. Augusta agrees not to unreasonably withhold approval of a proposed Project Manager in the event the initial Project Manager is (a) reassigned by ESG following the completion of the initial three year period; (b) voluntarily terminates his or her employment with ESG; or (c) is terminated by ESG.
- 2.5 Within the design capacity and capability of the Messerly WPCP, Spirit Creek WPCP and Spirit Creek Pump Station facilities, manage, operate, and maintain said facilities in full compliance with the requirements of the applicable NPDES permit for each facility

and all applicable federal, state and local laws or regulations. Meet reporting requirements as provided by all applicable laws and regulations concerning the operation, management and maintenance of the Messerly and Spirit Creek facilities.

- 2.6 The Messerly and Spirit Creek facilities shall be operated in a manner that effectively controls odor and noise so that no avoidable disruption of adjacent neighborhoods or businesses results.
- 2.7 Provide for monitoring and control of septage deliveries as provided by Augusta's applicable sewer use ordinance.
- 2.8 Provide for the collection and hauling of screenings, grit, sludge and scum ("Waste") to Augusta's existing or approved disposal sites. All Waste and/or byproduct generated during ESG's performance of services are and shall remain the sole and exclusive property of the Augusta. All manifests or other documentation required for disposal of Waste shall be signed by or in the name of Augusta.
- 2.9 Effective January 1, 2010 provide for the disposal of sludges and biosolids to disposal utilization sites consistent with industry-accepted management practices. ESG will maintain adequate records regarding disposal or utilization of residuals and make reasonable efforts to minimize associated cost. Any permits for sludge disposal or utilization shall remain in the name of Augusta.
 - 2.9.1 Industry accepted management practices shall include, but shall not be limited to, the following:
 - 2.9.1.1 General. ESG shall be responsible for removing sludges and biosolids from the Messerly facility for transporting said sludges and biosolids to destination points at approved sites, and for applying the biosolids to Approved sites in an approved manner. ESG shall be responsible for acquiring, operating, and maintaining all equipment, and for providing sufficient, trained personnel required for its operations described herein.
 - 2.9.1.2 Utilization at Approved Sites. ESG shall:
 - 2.9.1.2.1 Arrange for utilization of all of the biosolids on approved sites. ESG acknowledges that Augusta currently has contracts in place for the utilization of biosolids on certain sites within Richmond County, Burke County, and Jefferson County, Georgia, which sites shall be Approved sites. ESG agrees to continue the utilization of biosolids on said sites, and to comply with all terms and conditions contained in those existing contracts. Owner and ESG may open new sites with the mutual consent of the parties, which sites will then become Approved sites. In such instance, ESG and Owner shall collaborate in negotiating contracts acceptable to Augusta for the utilization of biosolids on the site, for

executing any and all contacts required for use of any approved site and in advance of utilization, obtain all permits; provided, however, that any such permits shall be in the name of Augusta, Georgia. Augusta may, in its sole discretion, direct ESG to develop and use a particular site as an Approved site, pending necessary regulatory and/or landowner approval. Any such directive shall comply with all applicable environmental laws and all other applicable laws. Such agreements shall be between Augusta and the site owners.

2.9.1.2.2 Obtain, when contracting for the use of any approved site, the long-term, continued right of ingress and egress by Augusta for the purpose of testing and monitoring each approved site to review compliance by ESG with all federal, state, and local Environmental Laws.

2.9.1.2.3 Not place, hold, locate, release or dispose of, or knowingly permit others to place, hold, locate, release, or dispose of, any hazardous substance, hazardous waste, or other toxic substance on, under or at any Approved site.

2.9.2 Utilization of Biosolids. ESG shall dispose of and utilize the biosolids in accordance with the Rules of the Georgia Environmental Protection Division, Chapter 391-3-4, all Federal Statutes, rules, and regulations, including without limitation 40 CFR Part 503, and all applicable State and local statutes, rules and regulations.

2.9.3 Equipment and Vehicles. ESG shall be responsible for providing all equipment and vehicles necessary to remove, transport, and utilize the biosolids without unreasonable interruption of operation due, for example, to breakdown or in operation of such equipment and vehicles. ESG will maintain all of its equipment and vehicles, including any which are leased by ESG, in good working order and clean, free from any buildup of mud, dirt, rock, gravel and other sediment. ESG shall take every precaution reasonably necessary to prevent its equipment and vehicles from depositing Biosolids, mud, dirt, rock, gravel or other sediment on public roadways or rights-of-way.

2.9.3.1 ESG further acknowledges and agrees that it is responsible for procuring any and all licenses and permits, and making all filings with the State of Georgia and/or other applicable regulatory authorities, necessary in connection with operation of the vehicles.

2.9.4 Liming Program. ESG shall operate a liming program in conjunction with the biosolids services to be performed hereunder, as follows:

- 2.9.4.1 ESG shall be responsible for taking annual soil samples of approved sites, and applying lime to said sites in accordance with the results/recommendations of the soil samples.
- 2.9.4.2 ESG shall not apply, nor invoice Augusta for more lime than is indicated by the soil samples.
- 2.9.4.3 ESG agrees that it will avoid liming of any approved sites as to which past liming practices have been poor with the intent of this subsection that Augusta not be required to pay for reclamation liming of such sites, but be required to apply only for liming which is part of a soil pH maintenance program.
- 2.9.5 Federal Permit Requirements. ESG shall abide by all federal rules and regulations governing the land application of wastewater and water residuals. This includes the self-implementing provision of 40 CFR Part 503. ESG shall abide by all federal monitoring and reporting requirements applicable to land appliers. This includes preparation of an annual report to Augusta meeting the monitoring and reporting requirements of 40 CFR Part 503 that are applicable to land application, for submittal by Augusta to Region IV of the EPA.
- 2.9.6 State Land Application Permit Requirements. ESG shall abide by all requirements and conditions of the State of Georgia Environmental Protection Division Permit No. GA0037621 that are applicable to the land applier for the continued operation of Augusta's wastewater residual land application program. This includes preparation of an annual report to Augusta meeting the monitoring and reporting requirements of State Regulations to land application for submittal by Augusta.
- 2.9.7 Local Requirements and Issues. ESG shall comply with the following local requirements:
 - 2.9.7.1 ESG shall endeavor to maintain excellent working relationships with the landowners. Periodic work shops shall be held to inform the landowners of the current status of the program and of any changes.
 - 2.9.7.2 ESG shall maintain equipment in a condition that is reasonably acceptable to maintain a positive image for Augusta.
 - 2.9.7.3 ESG shall develop a spill protection plan for transport and land application sites and submit the plan for approval prior to beginning operations.
 - 2.9.7.4 ESG shall inspect ESG's residuals storage, transport, and application facilities to prevent malfunctions and deterioration, operator errors and wastewater residual discharges which may cause or lead to the release of wastes to the environment, a threat to human health, or a nuisance. ESG

shall maintain an inspection log or summary including at least the date and time of the inspection, observations made, and any maintenance, repairs, or corrective actions taken by ESG.

- 2.9.7.5 ESG shall maintain and submit to Owner as requested a 6-month "look ahead" schedule to facilitate communication with program participants regarding potential application dates. This schedule will be updated monthly.
- 2.9.8 If any part of the work under this Agreement is sublet or if any independent contractor is hired to perform any part of the work under this Agreement, the Subcontractor and/or independent contractor shall be required to meet all insurance requirements set forth in Appendix C to the Agreement dated January 1, 2010, and the provision for Automobile Liability Insurance hereinafter set forth. However, this will in no way relieve ESG from meeting all insurance requirements or otherwise being responsible for the subcontractor and/or independent contractor.
 - 2.9.8.1 Automobile Liability. For each vehicle (whether owned, non-owned or hired) utilized by ESG or any independent contractor or subcontractor working with ESG in the performance of this Agreement, automobile liability insurance must be carried as follows: bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than One Million Dollars (\$1,000,000) bodily injury each person, each accident and One Million Dollars (\$1,000,000) combined single limit bodily injury and property damage.
- 2.10 Be responsible for maintaining all manufacturers' warranties on new equipment purchased by Augusta for Project use and assist Augusta in enforcing existing warranties and guarantees applicable to equipment in use for the Project as of the effective date of this Agreement.
- 2.11 Provide Augusta with a schedule for preventive and corrective maintenance on all Augusta owned equipment utilized to execute the Scope of Services to be performed by ESG in accordance with manufacturer's recommendations or good maintenance practices at intervals and in sufficient detail as may be determined by Augusta. Provide Augusta with complete documentation of maintenance performed inclusive of corrective and preventive maintenance and a spare parts inventory.
- 2.12 Maintain the present industrial waste sampling and laboratory analysis program, as described in the Augusta Pretreatment Ordinance. Results of all industrial sampling and testing shall be reported to Augusta in a timely manner.
- 2.13 Be responsible for all laboratory testing and sampling required by any current or future NPDES permit for the Project or for any other current or future permits required for the

Project, excluding air quality testing except as related to odor control system performance testing

- 2.14 Prepare state and federal plant performance reports and submit them to Augusta for review and approval prior to transmittal by ESG to appropriate agencies. Any unreasonable costs incurred in preparing said reports on account of an error or omission by ESG shall be borne by ESG and not Augusta.
 - 2.15 Prepare all NPDES permit reports related to the Scope of Services performed by ESG or any report as may be required by any administrative order issued by the Georgia Environmental Protection Division. Any such report shall be submitted to Augusta for approval. ESG shall transmit approved reports to the appropriate agency. In the event a fine is levied as a result of the submission of a late report, ESG shall be responsible for payment of the fine if ESG failed to complete the report, secure Owner approval and file the report in a timely manner.
 - 2.16 Implement and maintain an operator safety program in compliance with all applicable laws, rules and regulations and make recommendations to Augusta regarding the need, if any, for Augusta to rehabilitate, expand or modify the Project to comply with governmental safety regulations applicable to ESG's operations hereunder.
 - 2.17 Develop and implement an Emergency Response Plan (ERP) on or before April 1st, 2010. The ERP shall be submitted to Augusta for approval prior to implementation. Approval by Augusta of the ERP shall not be unreasonably withheld.
 - 2.18 Provide an inventory of equipment, chemicals and lubricants as set forth in Appendix D that are presently being used for the Project as of the Effective Date of this Agreement. Such inventory shall be provided on an annual basis to Augusta at the conclusion of each contract year.
 - 2.19 Provide and document all chemicals for the Project. Provide Augusta with an accounting of actual chemical expenditures and consumption on not less than a quarterly basis. ESG will provide Augusta with a detailed invoice of chemical expenditures over the annual chemical expenditure budget. Should Augusta and ESG fail to agree for any given Contract Year, the chemical expenditure budget will be determined by the application of the Consumer Price Index adjusted for actual consumption in the prior year and any flow increases over the prior year.
- Upon termination of this Agreement, ESG shall leave all unused chemicals purchased by Augusta for operation of the wastewater treatment facilities.
- 2.20 Provide and document repairs for a cost not to exceed the budget shown in Appendix F for the initial year of this Agreement, January 1st, 2010 through December 31st, 2010 and for a cost not to exceed the established amount for repairs as established for each subsequent Contract Year. In the event actual repair costs exceed the repair cost limit established, ESG shall invoice and Augusta shall pay excess repair costs on a monthly

basis. Said repairs will be invoiced at direct costs with no markup for overhead or profit. ESG shall rebate to Augusta the entire amount that actual repair costs are less than the repair limit established for any year of this Agreement. Repair costs below or in excess of annual repairs limits shall not contribute to base fee overages or underages. ESG shall notify Augusta in writing as soon as repair trend provides a reasonable indication that actual repair costs may exceed annual budget. ESG shall not exceed repair budget without written authorization from Augusta's Designated Representative.

- 2.21 ESG may alter the process and/or facilities to achieve the objectives of this Agreement; provided, however, no alteration shall be made without Augusta's written approval if alteration shall cost in excess of Two Thousand Dollars (\$2,000.00). Further, no material alternation shall be made without ESG providing written documentation of such to Augusta's Designated Representative to document said modification or alternation.
- 2.22 Interface with state regulatory agencies and represent Augusta as may be necessary concerning operation, maintenance and management of the Project relative to all permits issued by the state of Georgia directly related to the operations associated with the Project. Coordinate and facilitate permit renewals and expansions related to the Project.
- 2.23 Investigate and respond to citizen complaints.
- 2.24 Assist Augusta on an as needed basis when Augusta undertakes grant applications related to the Project.
- 2.25 Utilize Augusta's computerized maintenance management and asset management system that furnishes complete and accurate records and is capable of readily providing historical data and trends.
- 2.26 Provide Augusta within the first ninety (90) days of the term of this Agreement a listing of any recommended capital improvements, inclusive of safety improvements, that ESG believes will be required for any of the facilities covered under this Agreement. In the event a recommended capital improvement does not require immediate implementation such recommendation shall be included in the five year capital plan.
- 2.27 Provide an updated recommended five year capital plan each year for the wastewater facilities. ESG shall work with Augusta staff and the engineer designated by Augusta in the development and providing of each five year capital plan.
- 2.28 Provide Augusta with a full accounting of all project specific expenditures at intervals and in sufficient detail as may be determined by Augusta and assist Augusta in the preparation of annual operating budgets. Augusta shall be allowed to conduct or have conducted audits at Augusta's sole cost and expense of all accounting related to the direct performance of the Scope of Services pursuant to the terms of this Agreement at times to be mutually agreed by the parties. To the extent possible all ESG project specific expenditures with take place in Augusta, Georgia, unless otherwise agreed. ESG shall provide that all accounts, operating records, documents, spreadsheets and correspondence

relating to the performance of the Scope of Services under the terms of this Agreement shall be open to inspection to Augusta during normal business hours upon the providing of reasonable notice for the purpose of auditing costs or verifying ESG's performance. ESG shall provide to Augusta copies of all records, accounts, operating records, documents, spreadsheets and all correspondence relating to the performance of the Scope of Services under the terms of this Agreement within thirty days of the termination of this Agreement.

- 2.29 Owner-Directed Capital Improvements, to be funded by Augusta and which are not included in Appendix F, are provided for during the term of this Agreement with an annual allowance of Five Hundred Thousand Dollars (\$500,000) for each year in order to provide funding for ESG to perform major corrective repair, replacement, rehabilitation, and/or construction of facilities and equipment associated directly with or peripheral to Augusta's wastewater conveyance and treatment facilities. Augusta has the sole authority to identify specific projects and issue formal written requests to ESG to perform Owner-Directed Capital Improvements. ESG may accept or reject a project based upon ESG's determination if the company has the expertise or resources available to perform the project. ESG's compensation for Owner-Directed Capital Improvement projects is direct cost plus five percent rather than the Management and Administrative Fee established in Article 4. On site labor already covered under this Agreement shall not be billed against the Owner-Directed Capital Improvements account.
- 2.30 Operate and maintain the present Industrial Pretreatment Program (IPP) including all monitoring, inspections, sampling, testing, reporting and record keeping consistent with Augusta's existing NPDES permits and IPP program. Results of all industrial sampling and testing shall be made available to Owner upon request.
- 2.31 Provide 24-hour per day access to Project for Owner's personnel. Visits may be made at any time by any of Owner's employees so designated by Owner's Representative. Keys for the Project shall be provided Owner by ESG. All visitors to the Project shall comply with ESG's operating and safety procedures.
- 2.32 Acknowledge that under Georgia law its records, accounts, operating records, documents, spreadsheets and all correspondence relating to the Scope of Services, and other documentation pertaining to the Scope of Services may be public records subject to Georgia's Open Records Act (O.C.G.A. & 50-18-70, et seq.). ESG agrees to deliver immediately to Augusta's Designated Representative any request made to ESG under Georgia Open Records Act and to cooperate fully in responding to any request made to either Owner or ESG and making all records, not exempt, available for inspection and copying as provided by Georgia Law.
- 2.33 Provide Owner a statement of annual operating expenses prepared by ESG's external auditor within one hundred twenty (120) days of year end (April 30th) with the auditor to perform an agreed upon procedure certifying that expenses and fees are calculated in accordance with this Agreement. This statement shall be prepared in accordance with generally accepted accounting principles.

- 2.34 Submit a written report to Owner's Designated Representative outlining the complete details of any incidents of violations of Local Regulations, environmental requirements, or an employee behavior resulting in a complaint from the public.
- 2.35 Provide Owner with a copy of ESG's Employee Manual and make every effort to conform to guidelines contained within said manual.
- 2.36 Provide Owner with a copy of ESG's site-specific Emergency Response Plan and Safety Plan.
- 2.37 Perform other services that are incidental to, but not included in, the Scope of Services as directed by Augusta. Such services will be invoiced to Augusta based upon a mutual agreement between Augusta and ESG regarding scope and fee.

3. SCOPE OF SERVICE - AUGUSTA

Augusta shall:

- 3.1 Pay all Capital Expenditures inclusive of owner-directed Capital Improvements.
- 3.2 Maintain all existing Project warranties, guarantees, easements, and licenses that have been granted to Augusta.
- 3.3 Pay all property, franchise, or other taxes associated with the Project.
- 3.4 Provide ESG, within a reasonable time after a request by ESG, use at no cost of any piece of Augusta's heavy equipment that is available so that ESG may discharge its obligations under this Agreement in the most cost-effective manner. ESG shall not use or allow the use of any of Augusta's heavy equipment under ESG's control by any person who is not trained and qualified in the operation of the heavy equipment in question, including licensing and certification, where appropriate. Such use may not be granted if Augusta determines that removing the equipment from its normal activities for the time period requested will be detrimental to Augusta's operations.
- 3.5 Provide all licenses and tags for vehicles owned by Augusta used in connection with the Project.
- 3.6 Provide for ESG's use all vehicles, computers, copy machines, tools and equipment currently owned by Augusta and in use at the Project, including the vehicles described in Appendix D.
- 3.7 Pay directly to the vendors or suppliers the following Project costs:
 - 3.7.A All electrical power costs associated with the Project.
 - 3.7.B All potable water costs associated with the Project.

- 3.8 Pay ESG the amount specified in Article 4.1 to operate the Project.
- 3.9 Provide access to Augusta's computerized maintenance management system.
- 3.10 Carry out enforcement of the IPP, in accordance with State and EPA requirements including issuance of Notices of Violation (NOVs). Further, issue Significant Industrial User (SIU) permits which meet all State and EPA requirements. Permits shall be prepared for Owner issuance by ESG per historical precedence.

4. COMPENSATION

- 4.1 Augusta shall pay to ESG a base fee equal to the Augusta budget shown in Appendix F. This includes the actual cost of the Scope of Services performed by ESG plus a Management and Administrative Fee. The base fee shall not include services which are not specifically defined by Section 2 of this Agreement. The base fee for the initial term of this Agreement shall be Four Million, Seven Hundred Fifteen Thousand, Two Hundred Thirty Four Dollars (\$4,715,234.00) and the Management and Administrative Fee shall be Five Hundred Eighty Nine Thousand, Four Hundred Four Dollars and Twenty Five Cents (\$589,404.25). The base fee and the Management and Administrative Fee shall be payable in advance in equal monthly installments and for the initial term of this Agreement the monthly amount shall be Four Hundred Forty Two Thousand, Fifty Three Dollars and Nineteen Cents (\$442,053.19). Said base fee shall be for the period beginning on January 1st, 2010 and ending on December 31st, 2010. Thereafter, the Base Fee will be negotiated as described in Article 4.2. The Management and Administrative Fee shall increase proportionally with the base fee adjustments described in Articles 4.2 and 4.4.
- 4.2 The parties agree that the base fee represents an estimate of the cost of providing the Scope of Services for the Contract Year in question. In the event actual expenditures are projected to exceed the established base fee for a Contract Year by more than Twenty Thousand Dollars (\$20,000.00) the approval of Augusta of such costs shall be required. ESG shall notify Augusta in writing as soon as trend of actual costs provides a reasonable indication that the actual costs may exceed annual budget. ESG shall not exceed the Augusta budget shown in Appendix F without written authorization from Augusta's Designated Representative. The Management and Administrative Fee will not be applied to any amounts in excess of the base fee in any contract year without prior approval of Augusta.

ESG shall perform a reconciliation of estimated to actual cost attributable to the performance of the Scope of Services on a quarterly basis and submit the reconciliation to Augusta within thirty days following the conclusion of the quarter. A year-end reconciliation shall be performed by ESG following ESG's annual audit and submitted to Augusta within one hundred twenty days of the conclusion of the Contract Year in question. Any difference due to Augusta will be paid within thirty days of the submission

of the reconciliation by ESG. Augusta will pay ESG any amount due within 21 days of final Augusta-Richmond County Commission approval.

The base fee shall be negotiated and agreed each year not less than three (3) months prior to the beginning of each subsequent Contract Year. An increase or decrease in the annual base fee may be based upon legal or regulatory changes that relate to the operation of the Project, regulatory reporting or monitoring requirements, treatment level requirements and personnel qualifications for staffing requirements. In the event Augusta and ESG fail to agree, the base fee will be determined by the application of the base fee adjustment formula shown in Appendix E which is incorporated by reference and made a part hereof. ESG shall provide Augusta written notice no later than September 1st of each Contract Year to initiate the negotiation process.

- 4.3 A Management And Administrative Fee of 12.5% shall be added to all costs with the exception of costs resulting from the providing of unrelated services as may be directed by Augusta pursuant to Paragraph 2.37, Owner Directed Capital Improvement costs as provided by Paragraph 2.29. It is specifically understood that the Management and Administrative Fee is included in the calculation of the annual base fee. The Management and Administrative Fee shall include all charges for personnel not assigned to the Project on a full time basis (those working in Augusta, Georgia, and approved as part of the Project budget). ESG support is included in the Management and Administrative Fee, and any request for additional support is to be made to Augusta. From time to time ESG may seek approval from Augusta for additional ESG staff as necessary to fulfill ESG's contractual obligations or in response to Augusta's request for additional services.
- 4.4 ESG's compensation for Owner-Directed Capital Improvements shall be as follows: (1) programs undertaken by ESG personnel shall be subject to mutually agreeable terms and conditions of compensation and payment; (2) programs which ESG assigns to subcontractor personnel shall be billed at cost plus a fee of five percent of direct costs in lieu of the Management and Administrative Fee. On-site labor already covered under this Agreement shall not be billed against the Owner-Directed Capital Improvements account. The total annual compensation limit for Owner-Directed Capital Improvements for each year of this Agreement shall be as defined in 2.29. The costs for Owner-Directed Capital Improvements are not included in the annual base fee.
- 4.5 In the event a change in the scope of services becomes necessary as a result of ESG's obligations under Section 2, Augusta and ESG will negotiate a commensurate adjustment in base fee.

5. PAYMENT OF COMPENSATION

- 5.1 One-twelfth (1/12) of the base fee, the Management and Administration Fee for the initial year and each subsequent Contract Year shall be due and payable on the first day of the month for each month that services are provided, assuming that the Augusta

Representative receives an accurate and payable invoice by the 15th of the previous month.

- 5.2 All other compensation in addition to the monthly base fee, Management Fee and Administrative Fee is due on receipt of ESG's invoice and payable within thirty (30) days; provided, however, Augusta may contest any such invoice in the exercise of good faith, and may delay payment of sums that are being contested.

6. INDEMNITY, LIABILITY AND INSURANCE

- 6.1 ESG hereby agrees to and shall hold Augusta and its agents, assigns, officers and employees, harmless from any liability or damages for property damage or bodily injury, including death, which may arise from ESG's negligent operations, willful misconduct or material breach of contract under this Agreement, to the proportion such negligence, willful misconduct or material breach of contract contributed to the damages, injury, or loss. Augusta, to the extent allowed by law, agrees to and shall hold ESG harmless from any liability or damages for property damage or bodily injury, including death, which may arise from Augusta's negligence to the proportion such negligence contributed to the damages, injury or loss.
- 6.2 In any Contract Year, ESG shall be liable for those fines or civil penalties to a maximum aggregate of Five Hundred Thousand Dollars (\$500,000) for the Contract Year in question, which may be imposed by a regulatory agency having jurisdiction for violations of the effluent quality requirements specified in Article 2.1 or which result from the failure to comply with the terms and conditions of any duly authorized permit, court order, administrative order, law statute or ordinance, that are a result of ESG's negligent operation. Augusta will assist ESG to contest any such fines in administrative proceedings and/or in court prior to any payment by ESG. ESG shall pay the costs of contesting any such fines.
- 6.3 ESG's liability to Augusta under this Agreement specifically excludes any and all indirect or consequential damages arising from the operation, maintenance, and management of Project. However, in the event the indirect or consequential damages incurred are the direct result of ESG's sole negligence or material breach of the terms of this Agreement this exclusion shall not be applicable. Augusta's liability to ESG under this Agreement specifically excludes any and all indirect or consequential damages arising from Augusta's negligence.
- 6.4 ESG and Augusta recognize that existing conditions within the sanitary sewer collection system vary and that failures may occur in the system over time. ESG's scope of work is limited to operation and maintenance of Augusta's two wastewater treatment facilities and one pumping station. Augusta is responsible for maintenance of free-flowing conditions within the collection system and to clean the sanitary collection system as needed over the course of this Agreement. ESG shall be responsible only for injury, property damage or economic loss that was caused by ESG's negligence or willful misconduct. Furthermore, Augusta, to the extent allowed by law, agrees to indemnify

ESG against such claims for injury, property damage, or economic loss arising from failures in the sanitary collection system unless such claims are caused by ESG's negligence, willful misconduct or material breach by ESG of its obligations pursuant to the terms of this Agreement. This Article takes precedence over any conflicting Article of this Agreement, and extends to ESG, its officers, employees, and subcontractors.

- 6.5 ESG shall obtain and maintain during the term of this Agreement insurance coverage of the type and in the amounts described in Appendix C which is incorporated by reference and made a part hereof. Augusta shall be named as an additional insured on each policy of insurance. ESG shall provide to Augusta a certificate evidencing such insurance upon execution of this Agreement and as may be requested by Augusta during the term of this Agreement.
- 6.6 It is understood and agreed that, in seeking the services of ESG under this Agreement, Augusta is requesting ESG to undertake uninsurable obligations for Augusta's benefit involving the presence or potential presence of hazardous substances. Therefore, Augusta, to the extent allowed by law, agrees to hold harmless, indemnify, and defend ESG from and against any and all claims, losses, damages, liability, and costs including, but not limited to, costs of defense arising out of or in any way connected with the presence, discharge, release, or escape of contaminants of any kind, excepting only such liability as may arise out of the sole negligence, willful misconduct or breach of contract of ESG in the performance of services under this Agreement.

7. TERM AND TERMINATION; DEFAULT REMEDIES

- 7.1 The initial term of this Agreement shall be five (5) years commencing on January 1st, 2010. Thereafter, this Agreement may be renewed by Augusta for successive five (5) year terms subject to the mutual agreement of the parties to the terms and conditions of such renewal.
- 7.2 Notwithstanding the other terms and conditions set forth herein Augusta and ESG maintain the right to terminate this Agreement for the following reasons:
 - a) ESG management is not performing satisfactorily, and reasonable efforts are not being made on ESG's behalf to correct the problem. If reasonable efforts have not been initiated by ESG and reported to Augusta in writing by ESG within 45 days of ESG's receipt of written notice from Augusta specifying the performance for which Augusta is dissatisfied, Augusta may terminate this Agreement by providing 15 days written notice to ESG of termination and the basis thereof.
 - b) Sufficient documentation is provided to ESG not less than 120 days prior to the close of any fiscal year of Augusta, that Augusta will be unable financially, due to budgetary constraints, to continue the services provided by ESG under the terms of this Agreement in the forthcoming fiscal year of Augusta.

- c) Owner may terminate this Agreement at any time after giving ESG four (4) months notice of intent to terminate. Should Augusta exercise termination for convenience on or before December 31st, 2010, Augusta shall Pay ESG a lump sum payment of \$100,000.00 for demobilization and transition costs. This lump sum payment shall be in addition to any other compensation due ESG under the terms of this Agreement as of the effective date of the termination by Augusta. In the event Augusta terminates this Agreement for convenience after December 31st, 2010, ESG shall only be entitled to compensation due under the terms of this Agreement as of the effective date of termination by Augusta.
 - d) Upon a four (4) month written notice to Augusta, ESG may terminate this Agreement for convenience.
- 7.3 Upon notice of termination by Augusta, ESG shall assist Augusta at a mutually agreeable price for the purpose of assisting Augusta's resumption of the operation of the Project. ESG will provide Augusta at the date of termination the quantities of chemicals shown in Appendix D, which is incorporated by reference and made a part hereof. Augusta will pay ESG for the cost of quantities in excess of the quantities shown in Appendix D. If additional cost is incurred by ESG at request of Augusta, Augusta shall pay ESG such cost in accordance with Article 5.2.

8. LABOR DISPUTES; FORCE MAJEURE

- 8.1 In the event activities by Augusta's or ESG's employee groups or unions cause a disruption in ESG's ability to perform at the Project, Augusta, with ESG's assistance or ESG, at its own option, may seek appropriate injunctive court orders. During any such disruption, ESG shall operate the facilities on a best-efforts basis until any such disruptions cease.
- 8.2 Neither party shall be liable for its failure to perform its obligations under this Agreement if performance is made impractical, abnormally difficult, or abnormally costly, as a result of any unforeseen occurrence beyond its reasonable control. The party invoking this Force Majeure clause shall notify the other party immediately by verbal communication and in writing by certified mail of the nature and extent of the contingency within ten (10) working days after its occurrence.

9. MISCELLANEOUS

- 9.1 Augusta and ESG agree that ESG is an independent contractor and not an employee or agent of Augusta. ESG shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and nothing herein shall be construed as creating a partnership, agency, joint venture or other similar relationship between ESG and Augusta. ESG agrees that it will not represent to anyone that its relationship with Augusta is other than that of an independent contractor.

- 9.2 Augusta and ESG recognize that the environment of Augusta, specifically its rivers, springs, bays and estuaries, are a vital part of the fragile environment and economy of Augusta and that Augusta has long been dependent on same for industry, tourism and its economy. Therefore, it is imperative that the parties continue protection of the environment foremost in all their action under this Agreement at all times.
- 9.3 In the event a civil action is initiated by either party to this Agreement concerning a claim, a dispute, or the enforcement of the terms of this Agreement said action shall be brought in Augusta and ESG hereby submits to the jurisdiction and venue of said court. The prevailing party in any such litigation shall be entitled to reasonable attorney fees and costs.

Both parties indicate their approval of this Agreement by their signatures below.

Authorized signatures:

ESG OPERATIONS, INC.

By: [Signature]
John Clay Sykes, PE, Principal

By: [Signature]
Daniel E. Groselle, Jr., PE, Principal

Date: 12/19/09

AUGUSTA, GEORGIA

By: [Signature]
David S. Copenhagen
Mayor

Date: 12/14/09

ATTEST: [Signature]
Clerk of Commission

Date: 12/16/09

[Signature]
12/14/09
Clerk
12/15/09

Appendix A

DEFINITIONS

- A.1 The "Project" means all facilities, equipment, vehicles and grounds described in Appendix B and where appropriate, in accordance with the terms of this Agreement, the management, operation, and maintenance of such. As of the effective date of this Agreement the facilities are comprised of the James B. Messerly WPCP ("Messerly"), the Spirit Creek WPCP ("Spirit Creek") and the Spirit Creek Pump Station.
- A.2 "Capital Expenditures" means any expenditures for (1) the purchase of new equipment or facility items that cost Five Thousand Dollars (\$5,000.00) or more; or (2) major repairs that significantly extend equipment or facility service life and cost Five Thousand Dollars (\$5,000.00) or more; or (3) expenditures that are planned, non-routine, and budgeted by Owner.
- A.3 "Cost" means the total of costs for the scope of work defined by this Agreement as determined on an accrual basis in accordance with generally accepted accounting principles, including but not limited to direct labor, labor overhead, chemicals, materials, supplies, utilities, equipment, maintenance, repair, and outside services.
- A.4 "Maintenance" means the cost of those routine and/or repetitive activities required or recommended by the equipment or facility manufacturer or ESG to maximize the service life of the equipment, sewer, vehicles, and facility.
- A.5 "Repairs" means the cost of those nonroutine/nonrepetitive activities required for operational continuity, safety, and performance generally resulting from failure or to avert a failure of the equipment, sewer, vehicle, or facility or some component thereof.
- A.6 "Biologically Toxic Substances" means any substance or combination of substances contained in the plant influent in sufficiently high concentrations so as to interfere with the biological processes necessary for the removal of the organic and chemical constituents of the wastewater required to meet the discharge requirements of Augusta's NPDES permit. Biologically toxic substances include but are not limited to heavy metals, phenols, cyanides, pesticides, and herbicides.
- A.7 "Adequate Nutrients" means plant influent nitrogen, phosphorous, and iron contents proportional to BOD5 in the ratio of five (5) parts nitrogen, one (1) part phosphorous, and one-half (0.5) part iron for each one hundred (100) parts BOD5.
- A.8 "Contract Year" means each year subsequent to the initial year of January 1st, 2010 through December 31st, 2010, for which this Agreement is in effect.
- A.9 "Fiscal Year" shall mean for Augusta that period beginning any January 1 and ending the next following December 31.
- A.10 "Augusta's Designated Representative" shall mean Assistant Director for Wastewater Treatment.

Appendix B

WASTEWATER PROJECT CHARACTERISTICS

NPDES PERMIT AND PROJECT CHARACTERISTICS

- B.1 ESG will operate Project so that effluent will meet the requirement of NPDES Permits No. GA0037621 and GA0047147 (copies attached). ESG shall be responsible for meeting the effluent quality requirements of Augusta's NPDES permit unless one or more of the following occurs; (1) the Project influent does not contain Adequate Nutrients to support operation of Project biological processes and/or contains Biologically Toxic Substances that cannot be removed by the existing process and facilities; (2) dischargers into Augusta's sewer system violate any or all regulations as stated in the Water and Sewer Ordinance; (3) the flow, influent BOD5, suspended solids and/or ammonia loading exceeds the Project design parameters for the WWTP facility, which are million gallons of flow per day, pounds of BOD5 per day, pounds of suspended solids, pounds of ammonia, and a daily peaking factor of times flow.

Define Maximum Month Average Daily Values for:

	JB Messerly WPCP	Spirit Creek WPCP
Flow, MGD	46.1 mgd	2.24 mgd
Influent BOD, Lbs/Day	90,000 lbs/day	4200 lbs/day
Influent TSS, Lbs/Day	90,000 lbs/day	4200 lbs/day
Influent Ammonia, Lbs/Day	8000 lbs/day	375 lbs/day
Daily Hydraulic Peaking Factor	1.5	1.5

- B.2 In the event of permit violation and any one of the Project influent characteristics, suspended solids, BOD5, ammonia, or flow, exceeds the design parameters stated above, ESG shall return the plant effluent to the characteristics required by the NPDES permit in accordance with the following schedule after Project influent characteristics return to within design parameters.

Characteristics Exceeding Design Parameters By	Recovery Period Maximum
10% or Less	5 days
Above 10% Less than 20%	10 days
20% and Above	30 days

Notwithstanding the above schedule, if the failure to meet effluent quality limitations is caused by the presence of Biologically Toxic Substances or the lack of Adequate Nutrients in the influent, then ESG will have a thirty (30) day recovery period after the influent is free from said substances or contains Adequate Nutrients.

- B.3 ESG shall not be responsible for fines or legal action as a result of discharge violations within the period that influent exceeds design parameters, does not contain Adequate Nutrients, contains Biologically Toxic Substances, and the subsequent recovery period.

Appendix C

INSURANCE COVERAGE

ESG shall maintain:

1. Statutory workers' compensation for all of ESG's employees at the Project as required by the State of Georgia.
2. Comprehensive general liability insurance in a minimum amount not less than Five Million Dollars (\$5,000,000.00) combined single limits for bodily injury and/or property damage.
3. Property damage and liability insurance in a minimum amount not less than One Million Dollars (\$1,000,000.00) for all vehicles owned and operated by ESG under this Agreement.
4. Contractor's Pollution Liability insurance for pollution events arising from operation of the Project in a minimum amount of not less than Two Million Dollars (\$2,000,000.00) per claim and in the aggregate.

Appendix D

DESCRIPTION OF FACILITIES AND INVENTORY OF CHEMICALS, LUBRICANTS, & EQUIPMENT

DESCRIPTION OF FACILITIES:

The Facilities shall include all of the following, in existence as of the commencement date hereof:

James B. Messerly WPCP 46.1 MCG advanced secondary treatment facility followed by a 360 acre constructed treatment wetland.

Spirit Creek WPCP 2.24 MGD aerated lagoon facility employing parallel treatment trains.

Spirit Creek Pump Station located adjacent to the Spirit Creek WPCP.

INVENTORY OF CHEMICALS, LUBRICANTS & EQUIPMENT:

----To be completed on January 1, 2010-----

Appendix E

BASE FEE ADJUSTMENT FORMULA

$$BF = BF_0 \times C/C_0$$

Where:

BF ₀	=	Base fee specified in Article 4.1 for previous contract year
BF	=	Adjusted base fee
C ₀	=	CPI for All Urban Consumers (U.S. City Average) as published by U.S. Department of Labor, Bureau of Labor Statistics in the CPI Detailed Report for the month three (3) months prior to ESG beginning service of previous year under this Agreement
C	=	CPI for All Urban Consumers (U.S. City Average) as published by U.S. Department of Labor, Bureau of Labor Statistics in the CPI Detailed Report for the month three (3) months prior to the beginning of the period for which an adjusted base fee is being calculated

Appendix F
2010 Project Budget and Staffing Plan

Project Budget	
PERSONNEL SERVICES	\$ 1,926,234.00
ADMINISTRATIVE EXPENSES	119,000.00
UTILITIES	96,000.00
CHEMICALS	399,000.00
MATERIALS & SUPPLIES	110,000.00
VEHICLES & EQUIPMENT	125,000.00
OUTSIDE SERVICES	285,000.00
BIOSOLIDS MANAGEMENT	1,105,000.00
MAINTENANCE & REPAIR	<u>300,000.00</u>
TOTAL OPERATING BUDGET	\$ 4,465,234.00
MANAGEMENT & ADMINISTRATIVE FEE (12.5%)	<u>558,154.25</u>
CONTRACTOR'S SUBTOTAL	\$ 5,023,388.25
DIRECTOR'S ALLOWANCE	\$ 250,000.00
MANAGEMENT & ADMINISTRATIVE FEE (12.5%)	<u>31,250.00</u>
DIRECTOR'S ALLOWANCE SUBTOTAL	<u>281,250.00</u>
TOTAL 2010 BUDGET	<u><u>\$ 5,304,638.25</u></u>

Appendix F (Continued)
2010 Project Budget and Staffing Plan

Project Staffing Plan

<u>Budgeted Position</u>	<u>Budgeted Number</u>
Project Director	1
Assistant Project Manager	1
Lab/IPP Manager	1
Maintenance Manager	1
Land Application Manager	1
Operators	10
Lab Analysts	2
IPP Technicians	3
Mechanics	8
Maintenance Support	3
Administrative	1



Engineering Services Committee Meeting

9/26/2011 1:00 PM

Approve design contract with S.L. King & Associates, Inc. for water main upgrades in various areas of Augusta-Richmond County

Department:	Utilities
Caption:	Approve design contract with S.L. King & Associates, Inc. in an amount not to exceed \$100,000 for water line system upgrades to various areas of Augusta-Richmond County.
Background:	There are various loctions throughout Augusta where the existing water system is not sufficient to support adequate fire protection. This design contract would allow us to begin the process of upgrading these lines. We anticipate prioritizing these areas and incorporating construction into our capital improvements program The requirements of the contract include the design of upgrades and replacement of various existing water mains in Augusta-Richmond County. The entire area of upgrade includes approximately 130,000 linear feet of water main. The main objective of this design is to provide adequate fire protection and replace deteriorating water mains serving area businesses and residences.
Analysis:	Individual areas will be let for design on a task-order basis. Design fees for each area will be negotiated on a time and materials basis according to the attached rate sheet.
Financial Impact:	Phase I not to exceed \$100,000. These funds are available from the following account: 510043410-5212115 / 81100020-5212115
Alternatives:	Reject the award of the design contract, which would leave the existing areas in need of water main upgrades providing inadequate fire protection, incomplete loops, and deteriorating water mains.
Recommendation:	To award a design contract for the water main upgrades to various areas of Augusta-Richmond County to S.L. King & Associates, Inc. for \$100,000.

Cover Memo

Item # 3

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

\$100,000 from account 510043410-5212115 / 81100020-5212115

REVIEWED AND APPROVED BY:

Finance.

Procurement.

Law.

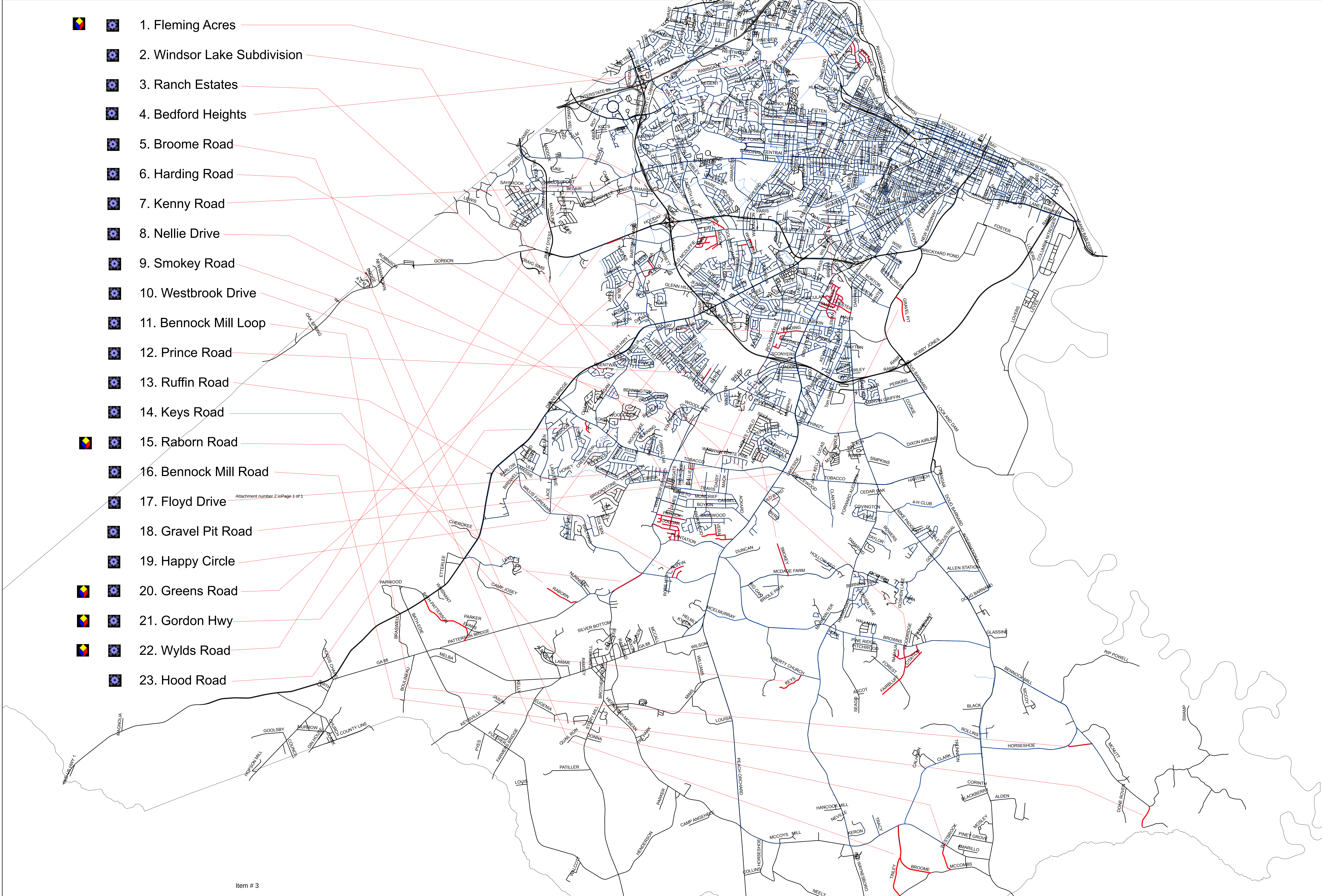
Administrator.

Clerk of Commission

	AREA/STREET	CURRENT PIPE SIZE & MATL	NEW PIPE SIZE & MATL	APPROXIMATE LINEAR FOOTAGE	SYSTEM LOOPED?	NOTE
1	Piney Grove Rd		?			
2	Smokey Rd	2"	6"	3,800	NO	
3	Fleming Acres	6"	?	15,000	YES	Most everything in this area is 6" but some 2" is mixed in as well.
4	Windsor Lake Sub	6"	?	14,000	YES	
5	Ranch Estates	4"	6"	9,600	YES	There are some portions in the area that will not be looped but most of the area will be.
6	Bedford Heights	6"	?	7,500	YES	
7	Broome Rd	2"	6"	12,800	YES	
8	Harding Rd	2"	6"	6,050	YES	
9	Kenny Rd	2"	6"	6,100	YES	
10	Nellie Dr	2"	6"	7,000	NO	
11	Westbrook Dr	2"	6"	3,200	YES	
12	Bennock Mill Loop	2"	6"	2,800	YES	
13	Prince Rd	6" / 2"	6"			
14	Ruffin Rd/English Rd	3" / 2"	6"	3,000	NO	
15	Keys Rd	2"	6"	3,200	NO	
16	Raborn Rd/ Windsor Springs Rd	6" / 2" 6"	6"/12"	4,000	YES	Raborn currently is served by a 6" and 2". Spring portion will be replaced with 12 DIP as part of the GDOT plans for Windsor Springs upgrades.
17	Bennock Mill Rd	No Service	Extend 10"	2,300	NO	
18	Floyd Dr	2"	6"	6,700	YES	
19	Gravel Pit Rd	2"	?	3,200	NO	This 2" is served by the 2" lines along Doug Benard PKWY.
20	Happy Circle/Dorn Rd	6" / 2"	6"	850	NO	Happy Circle is currently served with a 6" .
21	Greens Rd	2"	6"	3,300	NO	
22	Gordon HWY	No Service	2"	2,500	YES	
23	Wylids Rd	No Service	6"	2,300	YES	
24	Hoods Dr	No Service	6"	1,450	NO	
25	Bath-Patterson Rd	No Service	6"	7,700	NO	

-  1. Fleming Acres
-  2. Windsor Lake Subdivision
-  3. Ranch Estates
-  4. Bedford Heights
-  5. Broome Road
-  6. Harding Road
-  7. Kenny Road
-  8. Nellie Drive
-  9. Smokey Road
-  10. Westbrook Drive
-  11. Bennock Mill Loop
-  12. Prince Road
-  13. Ruffin Road
-  14. Keys Road
-   15. Raborn Road
-  16. Bennock Mill Road
-  17. Floyd Drive
-  18. Gravel Pit Road
-  19. Happy Circle
-   20. Greens Road
-   21. Gordon Hwy
-   22. Wylds Road
-  23. Hood Road

Attachment number 2 in Page 1 of 1



September 6, 2011

Tom D. Weidmeier, P.E.
Director
Augusta Utilities Department
360 Bay Street, Suite 180
Augusta, Georgia 30901

RE: Water Main Upgrade Design Services

Mr. Weidmeier,

S.L. King Technologies, Inc. is pleased to offer water main upgrade design services to Augusta Utilities Department (AUD).

AUD approved design Standards will be used. All design computations will be recorded on computation sheets, fully titled and subtitled, numbered, dated, and signed by a professional engineer registered in the state of Georgia. The Engineer shall make available copies of the computations for review during the life of the project at the request of AUD. Upon completion of the detailed design, one copy of fully checked, indexed and bound computations shall be submitted to AUD.

Designs will be prepared in AutoCAD Design will comply with the AUD requirements including erosion control, tree protection, construction access and other site development issues.

Please see attached rate sheet for pricing information. On behalf of S.L. King Technologies, Inc. I would be available to answer any questions you may have regarding this proposal.

Respectfully,



S.L. King Technologies, Inc.

Joseph Porter, Jr.

President & COO

360 Bay Street , Suite 430, Augusta, Georgia 30901

Item # 3

Title/Position	Hourly Billing Rate
Project Manager	\$150.00
Sr. Engineer	\$125.00
Design Engineer	\$ 95.00
Technician	\$ 75.00
Scientist	\$ 75.00
Admin. Asst.	\$ 50.00

Additional Materials or Services will be billed at a mark-up of 10%



**Engineering Services Committee Meeting
9/26/2011 1:00 PM
Georgia Johnson**

Department: Clerk of Commission

Caption: Presentation by Ms. Georgia Johnson regarding garbage services.
(Referred from September 12 Engineering Services Committee)

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:

AGENDA ITEM REQUEST FORM

Commission meetings: First and third Tuesdays of each month - 5:00 p.m.

Committee meetings: Second and last Mondays of each month - 12:45 to 2:15 p.m.

Commission/Committee: (Please check one and insert meeting date)

☐ Commission	Date of Meeting	_____
☐ Public Safety Committee	Date of Meeting	_____
☐ Public Services Committee	Date of Meeting	_____
☐ Administrative Services Committee	Date of Meeting	_____
☒ Engineering Services Committee	Date of Meeting	Aug 29, 2011
☐ Finance Committee	Date of Meeting	_____

Contact Information for Individual/Presenter Making the Request:

Name: Georgia Johnson
 Address: 2858 Granada Place Hephzibah Ga 30815
 Telephone Number: 706 394 9669
 Fax Number: N/A
 E-Mail Address: N/A

Caption/Topic of Discussion to be placed on the Agenda:

Garbage Services

Please send this request form to the following address:

Ms. Lena J. Bonner	Telephone Number: 706-821-1820
Clerk of Commission	Fax Number: 706-821-1838
Room 806 Municipal Building	E-Mail Address: lbonner@augustaga.gov
530 Greene Street	
Augusta, GA 30911	

Requests may be faxed, e-mailed or delivered in person and must be received in the Clerk's Office no later than 5:00 p.m. on the Wednesday preceding the Commission or Committee meeting of the following week. A five-minute time limit will be allowed for presentations.



Engineering Services Committee Meeting

9/26/2011 1:00 PM

Paving Various Roads, Phase 9 – Contract 4-Youngblood Dr & Youngblood Lane Bid 11-119

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

Caption: Approve award of Construction Contract to Mabus Brothers Construction, Inc., in the amount of \$498,565.05 for the Paving Various Roads, Phase 9 – Contract 4 (Youngblood Dr. & Youngblood Lane) Project CPB #324-041110-208824001, subject to receipt of signed contracts and proper bonds as requested by AED. Funding is available in the project account and Phase 4 Fund balance.

Background: Youngblood Dr. & Youngblood Lane is one of several dirt roads approved for paving in Paving Various Roads, Phase IX. This project will consist of improving limited drainage and paving along Youngblood Drive and Youngblood Lane. The contract time is 120 calendar days.

Analysis: Bids were received on June 22, 2011 with Mabus Brothers Construction Co., Inc. being the low bidder. The bid results are as follow: CONTRACTORS BID 1. Mabus Brothers Construction Co., Inc. \$498,565.05 2. Reeves Construction \$584,172.35 3. Blair Construction \$635,749.42 It is the recommendation of the Engineering Department to award this project to Mabus Brothers Construction Co., Inc.

Financial Impact: Funds are available in the Paving Various Roads, Phase IX accounts and Phase 4 Fund balance account to be transferred to the construction budget.

Alternatives: 1) Approve award of Construction Contract to Mabus Brothers Construction in the amount of \$498,565.05 for the Paving Various Roads, Phase 9 – Contract 4 (Youngblood Dr. & Youngblood Lane) Project CPB #324-041110-208824001, subject to receipt of signed contracts and proper bonds as requested by AED. Funding is available in the project account and Phase 4 Fund balance. 2) Do not approve.

Recommendation: Approve Alternative Number One.

Cover Memo

Item # 5

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

324-041110-208824001/5414110-208824001

REVIEWED AND APPROVED BY:

Finance.

Procurement.

Law.

Administrator.

Clerk of Commission

AUGUSTA-RICHMOND COUNTY, GEORGIA

**CAPITAL PROJECT BUDGET
PAVING VARIOUS RDS, PHASE IX
CONTRACT -4 YOUNGBLOOD DR
YOUNGBLOOD LANE**

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

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

Section 1: This project is authorized CPB# 324-041110-208824001. This project consist of of improving limited drainage and paving Youngblood Dr & Youngblood Land from existing dirt roads in the amount of \$498,565.05. Funding for this project is approved in the project right of way account and will be transferred to the project construction account.

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

Special 1% Sales Tax, Phase IV		\$1,000,000
Special 1% Sales Tax, Phase IV Fund Balance		<u>\$130,000</u>
	\$	1,130,000

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

	By Basin		By District
Varies	\$1,130,000	Varies	\$1,130,000

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

Adopted this _____ day of _____.

Approved

Deke Copenhagen, Mayor

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

AUGUSTA-RICHMOND COUNTY, GEORGIA

**CAPITAL PROJECT BUDGET
PAVING VARIOUS RDS, PHASE IX
CONTRACT -4 YOUNGBLOOD DR
YOUNGBLOOD LANE**

<u>SOURCE OF FUNDS</u>	<u>CPB AMOUNT CPB</u>	<u>CPB CHANGE</u>	<u>NEW CPB</u>
SPECIAL 1% SALES TAX, PHASE IV 324-04-1110-208824001	(\$1,000,000)		(\$1,000,000)
SPLOST IV Fund Balance		(\$130,000)	(\$130,000)
TOTAL SOURCES:	(\$1,000,000)	(\$130,000)	(\$1,130,000)

USE OF FUNDS

ENGINEERING
324-04-1110-5212115-208824001

RIGHT OF WAY
324-04-1110-5411120-208824001

ROADS 324-04-1110-5414110-208824001	\$1,000,000	\$130,000	\$1,130,000
<i>Contract 1 \$159,837; Contract - 2 \$169,847</i>			
<i>Contract 3, \$299,515; Contract 4-\$498,565</i>			

TOTAL USES:	\$1,000,000	\$130,000	\$1,130,000
--------------------	--------------------	------------------	--------------------

Invitation To Bid

Sealed bids will be received at this office until 3:00 p.m. Wednesday, May 18, 2011 for furnishing:

Bid Item #11-119 Paving Various Roads, Phase 9 – Youngblood Drive & Youngblood Lane for Engineering Department

Bid Item #11-121 Goshen Lake Drive South Drainage Project for Engineering Department

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

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

Bid documents may be examined at the office of the Augusta, GA Procurement Department, 530 Greene Street – Room 605, Augusta, GA 30901. **Plans and specifications for the project shall be obtained by all prime, subcontractors and suppliers exclusively from Augusta Blue Print. The fees for the plans and specifications which are non-refundable for Paving Various Roads, Phase 9 – Youngblood Drive & Youngblood Lane is \$100.00 and for Goshen Lake Drive South Drainage Project is \$50.00.**

Documents may also be examined during regular business hours at the F. W. Dodge Plan Room, 1281 Broad Street, Augusta, GA 30901. It is the wish of the Owner that all businesses are given the opportunity to submit on this project. To facilitate this policy the Owner is providing the opportunity to view plans online (www.augustablueprint.com) at no charge through Augusta Blue Print (706 722-6488) beginning Thursday, March 31, 2011. 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 sequestration of documents through any other source is not advisable. Acquisition of documents from unauthorized sources places the bidder at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

A Mandatory Pre Bid Conference will be held on Tuesday, April 26, 2011 @ 11:00 a.m. in the Procurement Department, 530 Greene Street, Room 605. A mandatory site visit will follow. All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Friday, April 29, 2011 @ 5:00 P.M. No bid will be accepted by fax, all must be received by mail or hand delivered.

No Bid may be withdrawn for a period of **90** days after time has been called on the date of opening. **A 10% bid bond is required to be submitted along with the bidders' qualifications; a 100% performance bond and a 100% payment bond will be required for award.**

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 procurement. All specific requirements contained in the invitation to bid including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waiveable or modifiable by the Procurement Director. Please mark BID number on the outside of the envelope.

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

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle
Metro Courier

March 31, April 7, 14, 21, 2011
April 6, 2011

cc: Tameka Allen
 Abie Ladson
 Hameed Malik

Interim Deputy Administrator
Engineering Department
Engineering Department

Bid Item #11-119 Paving Various Roads, Phase 9 - Youngblood Drive & Youngblood Lane For the City of Augusta - Engineering Department Bid Opening Date: Wednesday, June 22, 2011 at 3:00 p.m.						
Vendors:	Sitec, LLC 217 Fairfield St. Aiken, SC 29801	Blair Construction P. O. Box 770 Evans, GA 30809	Paveway of Augusta 306 Silver Bluff Rd Aiken, SC 29803	Beams Contracting 2335 Atomic Rd. Beech Island, SC 29842	Mabus Brothers 920 Molly Pond Rd Augusta, GA 30901	Reeves Construction P. O. Box 1129 Augusta, GA 30903
Attachment B		Yes			Yes	Yes
Bid Bond		Yes			Yes	Yes
Addendum 1-5		Yes			Yes	Yes
Bid Amount		\$635,749.42			\$498,565.05	\$584,172.35

Item # 5

Page 1

Mandatory Pre-Bid Conference

Bid Item #11-119

Paving Various Roads, Phase 9-Youngblood Drive & Youngblood Lane
For the City of Augusta - Engineering Department
Tuesday, April 26, 2011 at 11:00 a.m.

PLEASE PRINT

NAME	COMPANY/DEPT.	ADDRESS/CITY/STATE/ZIP CODE	TELEPHONE NUMBER	FAX NUMBER	Prime/Sub/
1. Garry Williams	DBE/LSB	501 Greene St Augusta GA 30801	706 821-2406 803	706 821-4228	
2. Bob Hicken	hit J				
3. Richard Goodwin	L-1 Inc	220 STONERIDGE DR COLUMBIA SC 29210	803 929 1181	803 929 7625	P
4. Kevin Walters	Mabus Brothers	920 Molly Pond Rd	722-0941	722-9521	P
5. Jeff Cooper	Mabus Bros.	920 Molly Pond Rd Augusta, GA 30801	706-722-0941	706-722-7521	P
6. Bill McGhee	SITEC LLC	217 Fairfield St NE Aiken, SC 29801	803 507-1839	803 644-7082	P
7. Davis Lamb	Pave-way of Augusta	306 Silver Bluff Rd Aiken, SC 29803	706 724-3342	803 642-8180	S
8. Patrick Dillard	Blair	P.O. Box 770 Evans, GA 30809	706 808-1950	706 808-1855	P
9. Jeffery Harris	Harris Truck	PO Box 14311 Augusta GA 30904	706 667-9903	706 667-9905	P
10. Phyllis Mills	Procurement		706 821-2888	706 821-2811	
11.					
12.					

Item # 5

Mandatory Pre-Bid Conference

Bid Item #11-119

Paving Various Roads, Phase 9-Youngblood Drive & Youngblood Lane
For the City of Augusta - Engineering Department
Tuesday, April 26, 2011 at 11:00 a.m.

PLEASE PRINT

NAME	COMPANY/DEPT.	ADDRESS/CITY/STATE/ZIP CODE	TELEPHONE NUMBER	FAX NUMBER	Prime/Sub/
1. <i>Bobby Rowland</i>	<i>BEAN'S CONTRACTING</i>	<i>2335 Atomic Road</i>	<i>803-827-0136</i>	<i>803-827-1868</i>	<i>P</i>
2. <i>Charles Boyd</i>	<i>Reeves Const.</i>	<i>Reech Island, SC 29842</i> <i>P.O. Box 1129</i> <i>Augusta GA 30903</i>	<i>706</i> <i>706 731 8605</i>	<i>706</i> <i>706 731 8620</i>	<i>P</i>
3. <i>Darrell White</i>	<i>Pururement</i>		<i>821-2423</i>	<i>821-2811</i>	
4. <i>ASAE LARSON</i>	<i>ENGR.</i>	<i>505 Telfair St</i>	<i>706-796</i> <i>5040</i>	<i>706-796</i> <i>5045</i>	
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					

Item # 5



ENGINEERING DEPARTMENT

Abie L. Ladson, P.E., CPESC, Director

MEMORANDUM

TO: Geri Sams, Director of Procurement

FROM: Abie L. Ladson, P.E., CPESC, Director, AED

DATE: Tuesday, September 9, 2011

SUBJECT: Paving Various Roads, Phase IX – Contract IV
(Youngblood Drive & Lane)
Project Number: 324-04-208824001
File reference: 11-014(A)

Ms. Sams, it is the recommendation of AED to award the Construction Contract to Mabus Brothers Construction in the amount of **\$498,565.05** for the subject project, contingent upon receipt of signed contract and proper bonds. They were the lowest bidder.

Should you require additional information, please do not hesitate to contact me at (706) 796-5040.

Thanking you in advance.

ALL/ *scm*

Attachment

cc: ARC Commissioners (w/o attachments)
Fred Russell, Administrator (w/o attachments)
Tameka Allen, Interim Deputy Administrator (w/o attachments)
Bill Shanahan, Deputy Administrator (w/o attachments)
Phyllis Mills, Quality Assurance Analyst, Procurement
Hameed Malik, P.E., PhD, Assistant Director, AED
Steve Cassell, P.E., PTOE, Assistant Director, Traffic Engineering
Anthony (Tony) E. Williams, Construction Manager, AED
Preconstruction File

Bid Item #11-119**Paving Various Roads, Phase 9 - Youngblood Drive & Youngblood Lane****For the City of Augusta - Engineering Department****Bid Opening Date: Wednesday, June 22, 2011 at 3:00 p.m.**

Item # 5

Vendors:	Sitec, LLC 217 Fairfield St. Aiken, SC 29801	Blair Construction P. O. Box 770 Evans, GA 30809	Paveway of Augusta 306 Silver Bluff Rd Aiken, SC 29803	Beams Contracting 2335 Atomic Rd. Beech Island, SC 29842	Mabus Brothers 920 Molly Pond Rd Augusta, GA 30901	Reeves Construction P. O. Box 1129 Augusta, GA 30903
Attachment B		Yes			Yes	Yes
Bid Bond		Yes			Yes	Yes
Addendum 1-5		Yes			Yes	Yes
Bid Amount		\$635,749.42			\$498,565.05	\$584,172.35

Planholders List - Onvia DemandStar

Page 1 of 1

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

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Planholders List

Member Name City of Augusta, GA (Augusta Commission)**Bid Number** ITB-11-119-0-2011/PJM**Bid Name** Paving Various Roads, Phase 9 - Youngblood Drive & Youngblood Lane

1 Document(s) found for this bid

Your search returned no results.

[Add Planholder](#)[<< Return](#)[Export to Excel](#)DemandStar is a product of [Onvia, Inc.](#) (c) 1997-2011. All rights reserved. | [Terms of Use](#) | [Privacy](#)

Item # 5

BLAIR CONSTRUCTION
P.O. BOX 770
EVANS, GA 30809

PAYNE CONSTRUCTION
COMMERCIAL
805 WINTERVILLE ROAD
ATHENS, GA 30605

MABUS BROS. CONSTRUCTION
920 MOLLY POND ROAD
AUGUSTA, GA 30901

TRAN CONSTRUCTION
3855 RED OAK COURT
MARTINEZ GA 30907

REEVES CONSTRUCTION
P.O. BOX 1129
AUGUSTA, GA 30903

MALPHRUS CONSTRUCTION
30 RED OAKS LANE
RIDGELAND, SC 29936

BEAM'S CONTRACTING
2335 ATOMIC ROAD
BEECH ISLAND, SC 29842

CONSTRUCTION PERFECTED, INC.
587 CHERRY AVENUE
NORTH AUGUSTA, SC 29841

HORIZON CONSTRUCTION
PO BOX 798
EVANS GA 30809

C&H PAVING INC
167 KNOX RIVERS ROAD
THOMSON GA 30824

T. B. BULLDOZING, INC
1579 EDGEFIELD HIGHWAY
AIKEN, SC 29801

L-J INC
220 STONERIDGE DRIVE SUITE 405
COLUMBIA SC 29210

PAVEWAY OF AUGUSTA
1353 GORDON HIGHWAY
PO BOX 660
AUGUSTA GA 30903

HARRIS CONSTRUCTION
1736 BARTON CHAPEL ROAD
AUGUSTA GA 30906

GARY'S GRADING & PIPELINE
7434 HIGHWAY 81
MONROE, GA 30656

YVONNE GENTRY
500/HATCHER BUILDING

ABIE LADSON
ENGINEERING ADMINISTRATION

HAMEED MALIK
ENGINEERING ADMINISTRATION

BID ITEM #11-119
PAVING VARIOUS ROADS, PHASE 9-
YOUNGBLOOD DRIVE &
YOUNGBLOOD LANE
FOR AUGUSTA ENGINEERING DEPT
MAILED OUT MARCH 31, 2011

BID ITEM #11-119
PAVING VARIOUS ROADS, PHASE 9-
YOUNGBLOOD DRIVE &
YOUNGBLOOD LANE
FOR AUGUSTA ENGINEERING DEPT
BID DUE: WED 5/18/11 @ 3:00 P.M.



**Engineering Services Committee Meeting
9/26/2011 1:00 PM
Street Lighting 8/2011**

Department: Engineering/Traffic

Caption: Approve a resolution creating street lighting districts.

Background: The Engineering Department has been petitioned by the citizens requesting street lighting in their neighborhood pursuant to a 1971 Commission Resolution authorizing the creating of Street Lighting Districts. The petitioners agree to pay for all costs associated with the installation, ongoing maintenance and energy.

Analysis: Currently, street lighting is non-existing in these areas. Street lighting has been an effective measure to increase pedestrian and vehicular safety, assist in crime prevention, and to promote businesses and community pride.

Financial Impact: : Street Lighting Districts are funded by a self supporting fund. Street Lighting charges vary based on the type lighting requested or required, billable front footage, and light wattage and spacing. Costs for the subject districts follow: Lighting District No.329D Manchester Lighting District No. 103F Pinnacle Place

Alternatives:

Recommendation: Approve Districts

Funds are Available in the Following Accounts: FUNDS ARE AVAILABLE IN ACCOUNTS:
2760416105233111/Legal Advertising

REVIEWED AND APPROVED BY:

**Finance.
Law.
Administrator.**

Cover Memo

Item # 6



**Engineering Services Committee Meeting
9/26/2011 1:00 PM
The First Tee of Augusta**

Department: Clerk of Commission

Caption: Consider a request from The First Tee of Augusta regarding an adjustment of their monthly water rate and report from staff regarding the water usage at other golf courses. (Referred from September 12 Engineering Services Committee)

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:



July 27, 2011



Fore! Augusta Foundation

Board of Directors

Rick Allen
Chairman

Fred Palmer
Vice Chairman

Jeff Spears
Treasurer

Laurie Ott
Secretary

Paul S. Simon
Chairman Emeritus

Elaine Clark Smith
Past Chairman

Jim Bennett
Tommy Blanchard
Michael Brown
Clint Bryant
Greg Burleson
Karen Chrpapin
Ann Davis
Victor Duffey
Nick Evans
John Gibbs III
Bob Gray
Will McKnight
Gary McMahan
Robert Osborne
Jean Roper
Greg Scurlock
Tony Seagraves
Haskell Toporek
Dennis Trotter
Brad Usry

Advisory Committee

Jim Hull
Jeff Knox
E. G. Meybohm
Billy Morris
Fleming Norvell

3165 Damascus Road
Augusta, GA 30909-4035

P. O. Box 3643
Augusta, GA 30914-3643

(706) 364-4653
(706) 364-4655 Fax
www.thefirstteeaugusta.org

Mayor Deke Copenhaver
The City of Augusta
530 Greene Street
Augusta, GA 30901

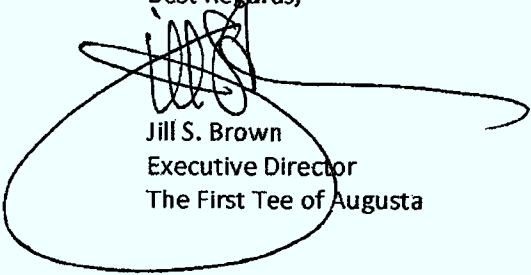
Dear Mayor Copenhaver,

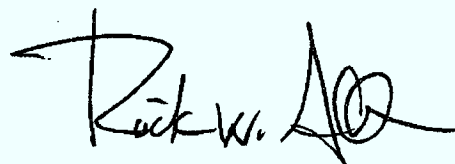
We need your help. The First Tee of Augusta is a non-profit youth development program that has been providing top quality, affordable junior golf and life skills programming to the youth of the CSRA for over ten years. We currently enroll over 900 students per year in our program. Each student participates in at least 8-weeks of golf and life skills classes which teach and reinforce interpersonal, self-management, and resiliency skills, facing challenges, conflict resolution and goal setting. They also receive affordable golf course access, 50¢/bucket range balls and \$1.00 rounds of golf for the year. Several hundred more students participate in our summer camps and free outreach clinics through partnerships with other local youth serving organizations.

We are very proud of the positive impact The First Tee of Augusta is having on our youth. Despite the positive effects of our program, the cost of maintaining the infrastructure to support our programming needs and provide a safe environment for our youth continues to increase. Our typical water expense for the golf course ranges from ~\$15,000 to ~\$20,000 annually. That is the equivalent of funding the Annual Fees for ~ 265 students to participate in our program for a full year.

We are asking for your support by approving the adjustment of our water expense to a monthly rate comparable to rate of ~\$145/month currently paid by the Augusta Municipal Golf Course and Forest Hills Golf Club. Ideally, as a 6-hole course, we would like to prorate the rate to \$50/month. This adjustment would not only be a significant cost savings to our organization, but a great investment in the future of our youth. Your consideration of this request would be greatly appreciated.

Best Regards,


Jill S. Brown
Executive Director
The First Tee of Augusta



Rick Allen
Board Chairman
FORE! Augusta Foundation



Engineering Services Committee Meeting
9/26/2011 1:00 PM
Walton Hills, Section 8, Phase 2

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 Walton Hills, Section 8, Phase 2.

Background: The final plat was approved by the Commission on March 15, 2011. 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 deed and maintenance agreement, 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 Walton Hills, Section 8, Phase 2. 2. Do not approve and risk litigation.

Recommendation: Approve Alternative Number One.

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

Not required at this time.

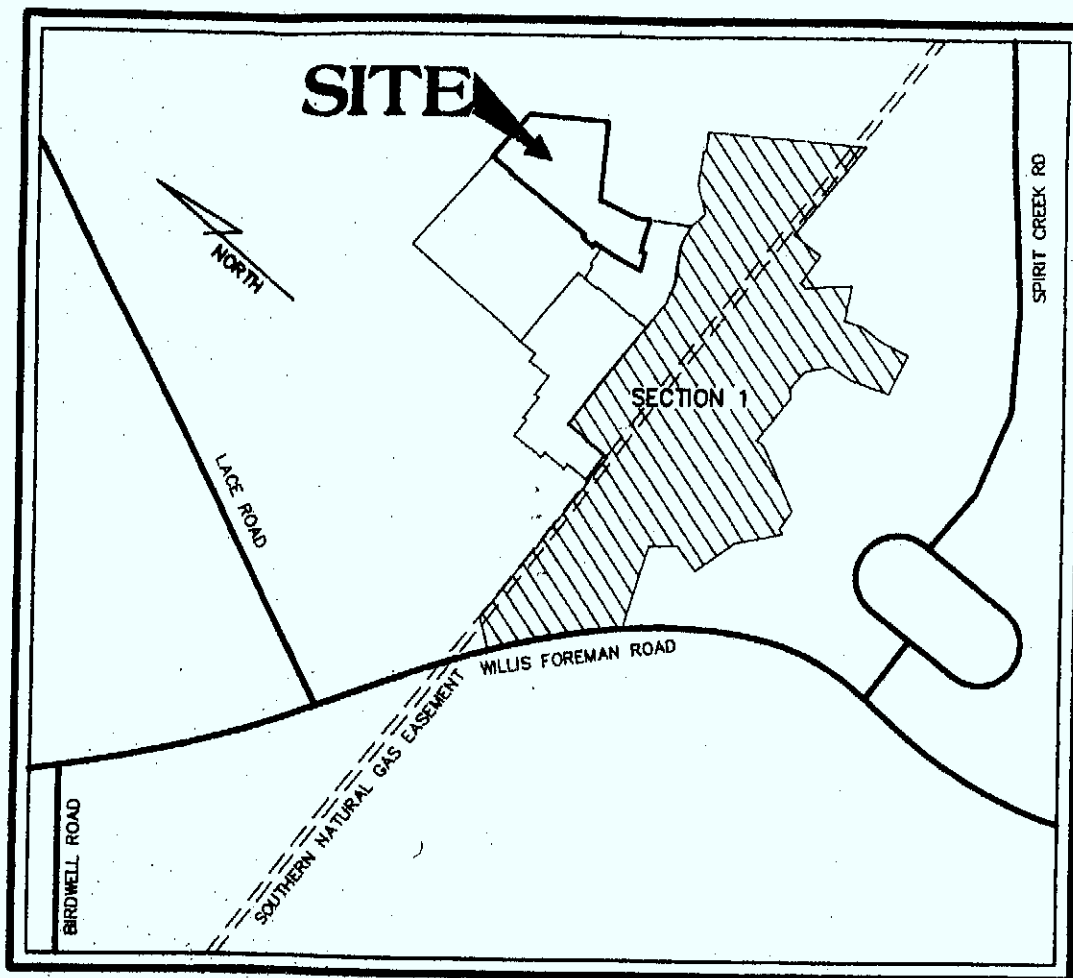
REVIEWED AND APPROVED BY:

Finance.

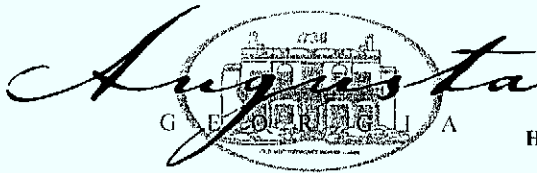
Law.

Administrator.

Clerk of Commission



LOCATION MAP



ENGINEERING DEPARTMENT

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

Plan & Review Section Manager
Robert C. Stribling, PLS, Chief Surveyor

MEMORANDUM

To: George Patty
Director Planning and Zoning

From: Robert C. (Bob) Stribling, Chief Surveyor

Date: Monday, June 27, 2011

Subject: Certificate of Completion
Dedication of Walton Hills, Section 8, Phase 2
File reference: 2011-005 (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 me if you have any questions or need additional information at (706) 821-1706.

RCS *Robert C. Stribling*

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

STATE OF GEORGIA)
)
 RICHMOND COUNTY)

DEED OF DEDICATION
 (Roads and Storm Drainage)

WHEREAS, Southern Specialty Development Co., owns a tract of land in Richmond County, Georgia known as **Walton Hills, Section 8, Phase 2** and in the building of a housing subdivision on said tract, it has laid out a storm drainage system, water distribution system, road and street system, and sanitary sewerage system; and,

WHEREAS, it is the desire of **Southern Specialty Development Co.,** to deed the closed (piped) storm water system, water distribution system, road and street system, and sanitary sewerage system to Augusta, Georgia, a political subdivision of the State of Georgia acting by and through its Commission for maintenance and control; and

WHEREAS, a plat of **Walton Hills, Section 8, Phase 2,** has been prepared by **James G. Swift & Associates,** dated **January 25, 2011,** and said plat has been recorded in the Office of the Clerk of the Superior Court of Richmond County, Georgia in Plat Cabinet D, Slide 136, Plats A, B & C, and to which reference is hereby made to said plat for a more complete and accurate description as to the land herein described; and

WHEREAS, Augusta, Georgia, by and through its Commission has consented and agreed to accept and maintain said closed (piped) storm water system, water distribution system, road and street system, and sanitary sewerage system.

NOW, THEREFORE, this indenture made this _____ day of _____, 2011 between **Southern Specialty Development Co.,** hereinafter referred to as the party of the first part and Augusta, Georgia, **A POLITICAL SUBDIVISION,** by and through its Commission, hereinafter referred to as the party of the second party,

WITNESSETH

That the party of the first part for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars, to it in hand well and truly paid by the said party the second part 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 closed (piped) storm water system, water

distribution system, road and street system, and sanitary sewerage system, by the party of the second part, has and does by these presents, grant, bargain, sell and confirm unto the said party of the second part, its successors and assigns, the following, to wit:

All the right, title and interest of the Party of the First Part in and to the storm drainage system, water distribution system, road and street system, and sanitary sewerage system as the same are now located and existing in **Walton Hills, Section 8, Phase 2**, shown on a plat of said subdivision, which plat was prepared by James G. Swift & Associates and which plat is recorded in the Office of the Clerk of the Superior Court of Richmond County, Georgia in Plat Cabinet D, Slide 136, Plats A, B & C.

Together with all of the necessary rights of ingress and egress for the purpose of maintaining the described closed (piped) storm water system, water distribution system, road and street system, and sanitary sewerage system. This deed is subject to any utility easements which have been granted in the past and all telephone lines, gas lines, or power lines for the transmission of electricity which has been granted in the past and the Grantor herein reserves an easement over the closed (piped) storm water system, water distribution system, road and street system, and sanitary sewerage system, as shown on aforementioned plat by James G. Swift & Associates, herein conveyed for the purpose of the maintenance and installation of power lines for the transmission of electricity, telephone lines, and gas lines for the purpose of serving said subdivision and the property adjacent thereto.

TO HAVE AND TO HOLD said storm drainage system, water distribution system, road and street system, and sanitary sewerage system together with all and singular, the rights, members, appurtenances thereto to the same being, belonging, or in anywise appertaining to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns forever in fee simple.

AND the said party of the first part, its successors and assigns, will warrant and defend the right and title to the above described property, to the said party of the second part, its successors and assigns, against all claims of all persons whosoever.

IN WITNESS WHEREOF, the party of the first part has hereunto sets its hand and affixed its seal
the day and year first above written.

Signed, sealed and delivered
in the presence of:

Ashleigh R. King
Donna S. Hunter

Notary Public
Richmond County, Georgia
Commission expires: 9/8/14

Southern Specialty Development Co.

by: James Kile
James Kile, Treasurer.

Date: 6-16-11

**Accepted by Augusta, Georgia
by and through its Commission**

by: _____
as the Mayor

Attest: Clerk of Commission

STATE OF GEORGIA)
)
 RICHMOND COUNTY)
)

(Roads & Storm Drainage)
MAINTENANCE AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 2011 by and between **Southern Specialty Development Co.** 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 requests that the Augusta, Georgia Commission accept certain roads, storm drains, and appurtenances in **Walton Hills, Section 8, Phase 2** as shown on a plat prepared by James G. Swift & Associates, dated January 25, 2011 and which plat is recorded in the Office of the Clerk of the Superior Court of Richmond County, Georgia in Deed Reel Plat Col. D, slide 136, Page Plat 3 A, B & C

WHEREAS, Augusta, Georgia 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 accepts the roads, storm drains, and appurtenances, respectfully described in the "Deed of Dedication" contemporaneously tendered herewith to Augusta, Georgia Commission, which deed is recorded in the Office of the Clerk of 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, Augusta shall notify the Developer and set forth in writing the items in need of repair. The Developer should present within fifteen business days its proposed plan of repair and shall have the repairs completed at a reasonable time.

(5) In the event of an emergency, as determined by Augusta, and 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 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 the costs of repairing the improvements due to failure of material or poor workmanship as liquidated damages.

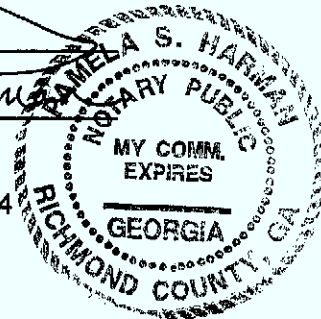
IN WITNESS WHEREOF, Developer has hereunto set its hand and seal and Augusta has caused the execution of the agreement by and through its duly authorized officers and agents, with its seal affixed, the day and year first above written.

Signed, sealed and delivered
in the presence of:

Southern Specialty Development Co.

by: James Kile
James Kile.
As Its: Treasurer

Pamela S. Harman
Notary Public
Richmond County, Georgia
Commission expires: 9/08/14



Augusta, Georgia Commission

by: _____ (L.S)
as the Mayor

ATTEST:

Clerk of Commission

SUBDIVISION: Walton Hills, Section 8, Phase 2

RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

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

WHEREAS, Richmond County desires to make Ethan Way a part of its County Road System.

NOW, THEREFORE, BE IT RESOLVED by the Augusta-Richmond County Commission-Council of Richmond County, Georgia, that Ethan 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 Kaneck Way
Extending SE approx. 1603'

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

0.30 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-Richmond County Commission-Council 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-RICHMOND COUNTY
COMMISSION

BY: _____

Mayor

Attest: _____

SUBDIVISION: Walton Hills, Section 8, Phase 2

RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

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

WHEREAS, Richmond County desires to make Kaneck Way a part of its County Road System.

NOW, THEREFORE, BE IT RESOLVED by the Augusta-Richmond County Commission-Council of Richmond County, Georgia, that Kaneck 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 existing Kaneck Way
 Extending NE then curving SE approx. 974'
 to Matthew Court
- (b) Length of road to nearest 1/100th mile:
 0.18 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-Richmond County Commission-Council 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-RICHMOND COUNTY
COMMISSION

BY: _____

Mayor

Attest: _____

SUBDIVISION: Walton Hills, Section 8, Phase 2

RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

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

WHEREAS, Richmond County desires to make Drew Lane a part of its County Road System.

NOW, THEREFORE, BE IT RESOLVED by the Augusta-Richmond County Commission-Council of Richmond County, Georgia, that Drew Lane 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 Drew Lane
Extending NE approx. 180' to Ethan Way

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

0.03 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-Richmond County Commission-Council 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-RICHMOND COUNTY
COMMISSION

BY: _____

Mayor

Attest: _____

SUBDIVISION: Walton Hills, Section 8, Phase 2

RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

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

WHEREAS, Richmond County desires to make Matthew Court a part of its County Road System.

NOW, THEREFORE, BE IT RESOLVED by the Augusta-Richmond County Commission-Council of Richmond County, Georgia, that Matthew 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 Ethan Way
Extending NE approx. 663' to & including cul-de-sac

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

0.13 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-Richmond County Commission-Council 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-RICHMOND COUNTY
COMMISSION

BY: _____

Mayor

Attest: _____

STATE OF GEORGIA

COUNTY OF RICHMOND

DEED OF DEDICATION

WALTON HILLS, PHASE 2, SECTION 8

[Water Distribution System and Gravity Sanitary Sewer System]

WHEREAS, SOUTHERN SPECIALTY DEVELOPMENT COMPANY, INC., a company established under the laws of the State of Georgia, hereinafter known as **"DEVELOPER"**, owns a tract of land in Richmond County, Georgia, known as WALTON HILLS, Phase 2, Section 8, 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 Plat of the above stated subdivision was prepared by James G. Swift & Associates, on Jan. 25, 2011, said plat being recorded in Office of the Clerk of the Superior Court of Richmond County, Georgia, in Plat Book 66, Side 36 Page(s) Plats A, B, C 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 _____, 2011 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.

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

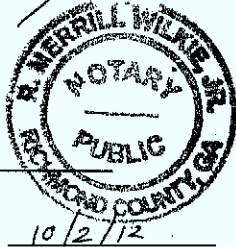
Sandra K. Tyler
Witness

R. Merrill Wilkie, Jr.
Notary Public

State of Georgia

County of Richmond

My Commission Expires: 10/2/12



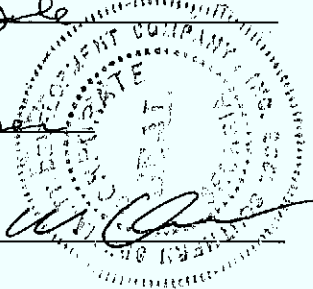
**SOUTHERN SPECIALTY
DEVELOPMENT COMPANY, INC.**

By: James K. Lee

As Its: Treasurer

Attest: [Signature]

As Its: **SECRETARY**



ACCEPTED BY:

AUGUSTA, GEORGIA

By: _____
David S. Copenhaver
As its Mayor

Attest: _____
Clerk of Commission

(SEAL)

**STATE OF GEORGIA
COUNTY OF RICHMOND**

**MAINTENANCE AGREEMENT
WALTON HILLS, PHASE 2, SECTION 8
(Water Distribution System and Gravity Sanitary Sewer Main)**

THIS AGREEMENT, entered into this _____ day of _____, 2011, by and between **SOUTHERN SPECIALTY DEVELOPMENT COMPANY, INC.**, a company established under the laws of the State of Georgia, hereinafter referred to as the "**DEVELOPER**", and **AUGUSTA, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as the "**AUGUSTA**":

WITNESSETH

WHEREAS, the **DEVELOPER** has requested that **AUGUSTA** accept the water distribution system and the gravity sanitary sewer main, for the subdivision known as WALTON HILLS, PHASE 2, SECTION 8, 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 of Dedication, 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 27, 2011, and said water distribution system and gravity sanitary sewer main 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.

**SOUTHERN SPECIALTY DEVELOPMENT
COMPANY, INC.**

By: James K. Lee

As its: Treasurer

Attest: [Signature]

As Its: SECRETARY

AUGUSTA, GEORGIA

By: Deke Copenhaver

As Its: Mayor

Attest: Clerk of Commission

(SEAL)

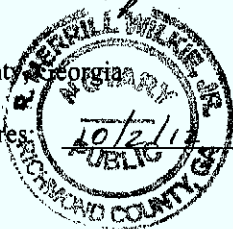
Signed, sealed and delivered in

Jamie K. Tyler
WITNESS

R. Merrill Wilkie, Jr.
NOTARY PUBLIC

Richmond County, Georgia

My Commission Expires: 10/2/11



WITNESS

NOTARY PUBLIC

County, Georgia

My Commission Expires: _____



Engineering Services Committee Meeting
9/26/2011 1:00 PM
Webster Detention Center, Phase II

Department:	Tom F. Beck, Director, Recreation, Parks and Facilities
Caption:	Approve the selection committee's recommendation to select R.W. Allen, LLC as the Construction Manager at Risk for Webster Detention Center – Phase II.
Background:	During the Programming Phase of the project, a Request for Qualifications (RFQ) was prepared to solicit qualification statements and proposals for Construction Management at Risk Services for Webster Detention Center – Phase II.
Analysis:	We received four (4) compliant responses for the Phase I qualifications submittals, after these were evaluated by the selection committee, all four (4) firms were selected to participate in the Phase II Interviews. After the Phase II Interviews were completed and scored, the fees for the General Conditions Costs, Preconstruction Services and Construction Management Fees were opened and scored according to the scoring matrix included in the Phase II submittal requirements. The selection committee has completed the evaluation of the Phase I and Phase II submittals from the Construction Manager at Risk Firms and hereby recommends that Augusta, Georgia select R.W. Allen as the Construction Manager at Risk for Webster Detention Center – Phase II.
Financial Impact:	The total amount of \$921,852.50 for the General Conditions, Preconstruction Services and Management Fees is included in the overall total project budget of \$16,990,000.00.
Alternatives:	1. Approve the selection committee's recommendation to select R.W. Allen, LLC as the Construction Manager at Risk for Webster Detention Center – Phase II. 2. Select a different method of procuring the Construction Management at Risk services and award the total contract to a lump sum bidder, which will delay the completion date of the project and increase the total project costs.

Recommendation: #1. Approve the selection committee's recommendation to select R.W. Allen, LLC as the Construction Manager at Risk for Webster Detention Center – Phase II.

**Funds are Available
in the Following
Accounts:** GL – 328-03-1130; JL - 210356004

REVIEWED AND APPROVED BY:

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

AUGUSTA GEORGIA CAPITAL IMPROVEMENTS
HEERY INTERNATIONAL, INC., PROGRAM MANAGER

August 15, 2011

Ms. Geri Sams
Director of Procurement
Augusta Richmond County
530 Greene Street, Room 605
Augusta, GA 30901

RE: RFP Item #11-124 Construction Manager at Risk for the New Webster Detention Center
(Phase II)

Dear Ms. Sams:

We received four (4) compliant responses to RFQ Item #11-124 Phase I Request for Qualifications for Construction Manager at Risk for the Webster Detention Center (Phase II), after these were evaluated by the selection committee, all four (4) firms were selected, based on the scoring for Phase I, to participate in the Phase II Interviews.

The selection committee then completed the evaluation of the (4) four firms and hereby recommends that Augusta, Georgia begin contract negotiations with R.W. Allen, LLC, the firm that scored the highest number of points. The overall scoring sheet is attached.

Thank you for your assistance in this selection process. If you have any questions or require any additional information, please don't hesitate to contact me.

Sincerely,



Forrest W. White, CCM, LEED®AP
Program Manager
Augusta, Georgia
Capital Improvements Program Management

C: Fred Russell, Phyllis Mills, Nancy Williams

REQUEST FOR QUALIFICATIONS

Request for Qualifications will be received at this office until Thursday, May 12, 2011 @ 3:00 p.m. for furnishing:

RFQ ITEM #11-124

Construction Management @ Risk for Webster Detention Center – Phase II for Public Services 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 Richmond County 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 Monday, April 25, 2011 @ 5:00 P.M. No bid will be accepted by fax, all must be received by mail or hand delivered.**

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

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

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

Bidders are cautioned that sequestration 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.

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

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle	March 31, April 7, 14, 21, 2011
Metro Courier	April 6, 2011

cc:	Tameka Allen	Interim Deputy Administrator
	Forrest White	Heery International
	Mike Greene	Public Services Department

RFQ Item #11-124 CM @ Risk Webster Detention Center Phase II Public Services Department RFQ Due: Thursday, May 12, 2011 @ 3:00 P.M.			
VENDORS	Attachment B	Original	8 Copies
McKnight Construction Co P. O. Box 204718 Augusta GA 30917	YES	YES	YES
Potts 981 E Freeway Drive Conyers GA 30094	YES	YES	YES
RW Allen 1015 Broad Street Augusta GA 30901	YES	YES	YES
Turner Construction 3560 Lennox Road, Suite 1200 Atlanta GA 30326	YES	YES	YES
Baston-Cook Co. 300 GALLERIA Parkway NW, Suite 1600 Atlanta GA 30339	SUBMITTED NO BID RESPONSE		
Brasfield & Gorrie 1990 Vaughn Road, Suite 100 Kennesaw GA 30144	SUBMITTED NO BID RESPONSE		
Garbutt/Christman 2812 Hillcreek Drive, Suite B Augusta GA 30909	SUBMITTED NO BID RESPONSE		
M. B. Kahn Construction Co. P. O. Box 1179 Columbia SC 29202	SUBMITTED NO BID RESPONSE		
A & S Engineering, Llc P. O. Box 2413 Evans GA 30809			
Artesian Contracting Co. 1903 W. Oakridge Drive Albany GA 31701			
Austin Commercial Five Concourse Parkway, Suite 3000 Atlanta GA 30328			
Barton Manlow Co 10745 Westside Way, Suite 200 Alpharetta GA 30009			
BE&K Building Group 100 Ashford Center N Suite 350 Atlanta GA 30338			
Bovid Lend 5909 Peachtree Dunwoody Rd Atlanta GA 30328			
C. C. Moody Construction 6017 Redan Road Lithonia GA 30058			
Choate Construction, Co. 101 W. Mulberry Boulevard, Suite 200 Savannah GA 31322			
Contract Management, Inc. P. O. Box 3833 Augusta GA 30914			Item # 9

RFQ Item #11-124
CM @ Risk Webster Detention Center Phase II
Public Services Department
RFQ Due: Thursday, May 12, 2011 @ 3:00 P.M.

VENDORS	Attachment B	Original	8 Copies
Cordil Construction 3400 Peachtree Road NE, Suite 111 Atlanta GA 30326			
EES Consulting 1040 Grant St., Suite A Atlanta GA 30315			
Elkins Constructors Inc 7 East Congress Street Savannah GA 31401			
Fosco, Inc. 3005 Breckinridge Boulevard Duluth GA 30096			
H. J. Russell 504 Fair Street Atlanta GA 30303			
Hogan Construction Group 5075 Avalon Ridge Parkway Norcross GA 30071			
Khafra 418 Fourth Street Augusta GA 30901			
KSGW Architects 2500 Northwinds Pkwy, Ste 250 Alpharetta, GA 30004			
Kuhlke Construction & Associates 3704 Benchmark Drive Augusta GA 30909			
Leppard Johnson Associates 100 Crescent Center Parkway, Suite 750 Tucker GA 30084			
Manhattan Construction 26 Executive Park Drive Suite 2600 Atlanta GA 30329			
Mansfield 1106 Country Club Street Mansfield TX 76063			
Mathias Corporation 3150 Main Street Duluth GA 30096			
MB Kahn Construction P. O. Box 1179 Columbia SC 29202			
MHR International 44 Broad Street Ste 610 Atlanta GA 30303			
New South Construction 1132 West Peachtree Street Atlanta GA 30309			
OLH Inc. 1005 Broad Street, Suite 104 Augusta GA 30901			Item # 9

RFQ Item #11-124 CM @ Risk Webster Detention Center Phase II Public Services Department RFQ Due: Thursday, May 12, 2011 @ 3:00 P.M.			
VENDORS	Attachment B	Original	8 Copies
Panattoni Construction 3500 Lenox Road Atlanta GA 30326			
Pinnacle Usa, Inc. 3001 Monroe Highway, Suite 300A Watkinsville GA 30677			
Renfroe Construction 4611 Ivey Drive Suite 400 Macon GA 31206			
RJ Griffin & Company 1021 – 15th Street, Suite 9 Augusta GA 30901			
Robert & Co. 229 Peachtree St Ne Internationat Tower, Ste 2000 Atlanta GA 30303			
Robins & Morton 400 Shades Creek Parkway Birmingham AL 34209			
Rohadfox Construction 434 Marietta, St. Unit 101 Atlanta GA 30313			
S. L. King Technologies South Tower 225 Peachtree St Ne Ste 1600 Atlanta GA 30303			
SKANSKA 55 Ivan Allen Jr. Boulevard Suite 600 Atlanta GA 30308			
VCC 1000 AbernathyRoad, Suite 1130 Atlanta GA 30328			
Whiting-Turner 990 Hammond Drive, Suite 1100 One Lakeside Commons Atlanta GA 30328			
Winter Construction 191 Peachtree Street Suite 2100 Atlanta GA 30303			

Augusta, Georgia
Webster Detention Center - Phase II
Construction Manager at Risk Evaluation
Phase II Scoring

WDC Phase II Overall Scoring Phase II Scoring Summary

Item # 9

Category and Description	McKnight Construction Co., Inc. P.O. Box 204718 Augusta, Georgia 30917	Potts Construction East Freeway Drive Conyers, Georgia 30094	RW Allen Box 2406 Augusta, Georgia 30903-2406	P.O. Turner Construction Company 3560 Lenox Road Suite 1100 Atlanta, Georgia 30326
Member #1	64.0	76.5	78.5	76.5
Member #2	63.5	77.5	79.5	77.5
Member #3	67.0	76.5	77.5	76.5
Member #4				
Member #5	68.0	76.5	76.5	85.0
Total Points	262.5	307.0	312.0	315.5
Average Points	65.6	76.8	78.0	78.9
Fee	15.0		13.0	
Total Average Points	80.6		91.0	

Comments:

**AUGUSTA GEORGIA CAPITAL IMPROVEMENTS
HEERY INTERNATIONAL, INC., PROGRAM MANAGER**

August 15, 2011

Ms. Geri Sams
Director of Procurement
Augusta Richmond County
530 Greene Street, Room 605
Augusta, GA 30901

RE: RFP Item #11-124 Construction Manager at Risk for the New Webster Detention Center
(Phase II)

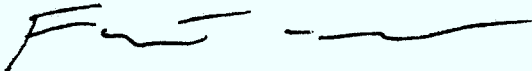
Dear Ms. Sams:

We received four (4) compliant responses to RFQ Item #11-124 Phase I Request for Qualifications for Construction Manager at Risk for the Webster Detention Center (Phase II), after these were evaluated by the selection committee, all four (4) firms were selected, based on the scoring for Phase I, to participate in the Phase II Interviews.

The selection committee then completed the evaluation of the (4) four firms and hereby recommends that Augusta, Georgia begin contract negotiations with R.W. Allen, LLC, the firm that scored the highest number of points. The overall scoring sheet is attached.

Thank you for your assistance in this selection process. If you have any questions or require any additional information, please don't hesitate to contact me.

Sincerely,



Forrest W. White, CCM, LEED®AP
Program Manager
Augusta, Georgia
Capital Improvements Program Management

C: Fred Russell, Phyllis Mills, Nancy Williams

FYI: Process Regarding Request for Proposals and Request for Qualifications

§ 1-10-43

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

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

(j) *Award to other than low bidder.* When the award is not given to the lowest bidder, a full and complete statement of the reasons for placing the purchase order or other contract elsewhere shall be prepared and signed by the Procurement Director and/or Administrator and made part of the record file for audit proposes.
(Ord. No. 6939, § 16, 1-2-07)

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

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

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

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

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

Sec. 1-10-45. Sealed proposals.

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

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

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

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

FYI: Process Regarding Request for Proposals and Request for Qualifications

GENERAL GOVERNMENT

§ 1-10-46

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

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

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

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

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

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

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

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

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

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

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

T1:147

Planholders List - Onvia DemandStar

Page 1 of 1

User: Mills, Phyllis

Organization:

City of Augusta, GA (Augusta Commission)

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Planholders List

Member Name City of Augusta, GA (Augusta Commission)

Bid Number RFQ-11-124-0-2011/PJM

Bid Name Construction Management @ Risk for Webster Detention Center Phase II

1 Document(s) found for this bid

16 Planholder(s) found.

Add Planholder

Supplier Name ▲	Phone	Fax	Doc Count	Attributes	Programs	Actions
Ajax Building Corporation	8502249571	8502242496	1			Documents
American Facility Services, Inc.	7707401613	7704757720	1			Documents
Blanchard & Calhoun Commercial	7067225565	7067226960	1			Documents
Clemons Rutherford & Assoc Inc	8503856153	8503868420	1			Documents
Environmental Services, Inc.	9044702200	9044702112	1	1. Woman Owned		Documents
iSqFt	8772271680	8665708167	1			Documents
James A. Cummings, Inc.	9547334211	9544859688	1			Documents
MGT of America	8503863191	8503854501	1			Documents
Moss and Associates, LLC	3522912940	3522912945	1			Documents
Rooker	6783674211	7704911387	1			Documents

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Item # 9

User: Mills, Phyllis

Organization:

City of Augusta, GA (Augusta Commission)

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Build Broadcast List

Reports

Planholders List

Member Name City of Augusta, GA (Augusta Commission)

Bid Number RFQ-11-124-0-2011/PJM

Bid Name Construction Management @ Risk for Webster Detention Center Phase II

1 Document(s) found for this bid

16 Planholder(s) found.

Add Planholder

Supplier Name ▲	Phone	Fax	Doc Count	Attributes	Programs	Actions
Southeastern Surfaces & Equipment, Inc.	3864288875	3664288767	1	1. Woman Owned		Documents
Strollo Architects Incorporated	4074235355	4074225994	1	1. Small Business		Documents
Sunryse Construction Services, Inc.	7722193506	9999999999	1			Documents
Walbridge	8136228900	8136640505	1			Documents
Welsh Construction	3217577383	3217519229	1			Documents
Wharton-Smith, Inc.	4073216410	4073301092	1			Documents

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Bidders List

Bid Item # 11-124 Cost \$ 0

#	Company Name	Complete Mailing Address	Date	Spec. #	Initials	Mailed by
1	P.S.S.I. ATTN WADE BEAM 1900 FANNIN STREET VERNON TX 76384 940-552-2942 940-552-9799 FAX		4/13/11		SP	U.S. Mail
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						

ATTN: DAVE BUSER
POTTS
981 E FREEWAY DRIVE
CONYERS GA 30094

ATTN: BEN LEPPARD
LEPPARD JOHNSON ASSOCIATES
100 CRESCENT CTR PKWY STE 750
TUCKER GA 30084

NEW SOUTH CONSTRUCTION
1132 WEST PEACHTREE ST
ATLANTA, GA 30309

ATTN: ROBERT BAIRD
TURNER CONSTRUCTION
3560 LENNOX ROAD STE 1200
ATLANTA GA 30326

ATTN: PHIL N D'AMBROGI
OLH INC
1005 BROAD STREET STE 104
AUGUSTA GA 30901

ATTN: BILL STINSON
ELKINS CONSTRUCTORS INC
7 EAST CONGRESS ST.
SAVANAH, GA 31401

ATTN: DAN MOORE
VCC
1000 ABERNATHY RD STE 1130
ATLANTA GA 30328

ATTN: JIM HALL
AUSTIN COMMERCIAL
FIVE CONCOURSE PKWY STE 3000
ATLANTA GA 30328

ATTN: KYLE MASTERS
RJ GRIFFIN & COMPANY
1021 - 15TH STREET, SUITE 9
AUGUSTA, GA 30901

ATTN: SCOTT SPIGNER
MB KAHN CONSTRUCTION
P. O. BOX 1179
COLUMBIA SC 29202

ATTN: JAMES WILLIAMS
CONTRACT MANAGEMENT, INC.
P. O. BOX 3833
AUGUSTA, GA 30914

ATTN: MATT BROWNELL
GARBUIT/CHRISTMAN
2812 HILLCREEK DR STE B
AUGUSTA GA 30909

ATTN: TORRENCE GREEN
MHR INTERNATIONAL
44 BROAD STREET STE 610
ATLANTA GA 30303

ATTN: DAVID MOODY
C. C. MOODY CONSTRUCTION
6017 REDAN ROAD
LITHONIA GA 30058

ATTN: JUDD HERELOS
CORDIL CONSTRUCTION
3400 PEACHTREE ROAD NE STE 111
ATLANTA GA 30326

ATTN: PAT PATRICK
MCKNIGHT CONSTRUCTION CO
P. O. BOX 204718
AUGUSTA GA 30917

ATTN: MIKE DEAN
BE&K BUILDING GROUP
100 ASHFORD CTR N STE 350
ATLANTA GA 30338

ATTN: HEATHER BARRS
ROBINS & MORTON
400 SHADES CREEK PARKWAY
BIRMINGHAM, AL 34209

ATTN: KEITH DOUGLAS
WHITING-TURNER
990 HAMMOND DR STE 1100
ONE LAKESIDE COMMONS
ATLANTA GA 30328

ATTN: CHUCK MCREE
RW ALLEN
1015 BROAD STREET
AUGUSTA GA 30901

ATTN: CHRIS BRITTON
BRASFIELD & GORRIE
1990 VAUGHN ROAD, SUITE 100
KENNEWAW, GA 30144

SKANSKA
55 IVAN ALLEN JR. BLVD.
SUITE 600
ATLANTA, GA 30308

ATTN: RICHARD COLLINS
WINTER CONSTRUCTION
191 PEACHTREE STREET STE 2100
ATLANTA GA 30303

ATTN: DAVID CORNELIUS
BARTON MANLOW CO
10745 WESTSIDE WAY STE 200
ALPHARETTA GA 30009

ATTN: TIM WENING
H. J. RUSSELL
504 FAIR STREET
ATLANTA, GA 30303

MANSFIELD
1106 COUNTRY CLUB ST
MANSFIELD, TX 76063

ATTN: GLENN SINGFIELD, SR.
ARTESIAN CONTRACTING CO.
1903 W. OAKRIDGE DR.
ALBANY, GA 31701

ATTN: DAN NEVINS
MATHIAS CORPORATION
3150 MAIN STREET
DULUTH, GA 30096

ATTN: WES STEWART
FOSCO, INC.
3005 BRECKINRIDGE BLVD
DULUTH, GA 30096

RFQ 11-124
PG 1 OF 2

ATTN: DREW FREDRICK
PANATTONI CONSTRUCTION
3500 LENOX ROAD
ATLANTA, GA 30326

ATTN: DANIEL MOON
KUHLEKE CONSTRUCTION & ASSOC
3704 BENCHMARK DRIVE
AUGUSTA, GA 30909

ATTN: DERYL BELSER
PINNACLE USA, INC.
3001 MONROE HWY, SUITE 300A
WATKINSVILLE, GA 30677

ATTN: JEFF BOWERS
CHOATE CONSTRUCTION, CO.
101 W. MULBERRY BLVD
SUITE 200
SAVANNAH, GA 31322

ATTN: ROBERT COFER
HOGAN CONSTRUCTION GROUP
5075 AVALON RIDGE PARKWAY
NORCROSS, GA 30071

MANHATTAN CONSTRUCTION
26 EXECUTIVE PARK DR SUITE 2600
ATLANTA, GA 30329

ATTN: ARIC MANCE
EES CONSULTING
1040 GRANT ST., SUITE A
ATLANTA, GA 30315

ATTN: JOSEPH PORTER, JR.
S. L. KING TECHNOLOGIES
SOUTH TOWER
225 PEACHTREE ST NE STE 1600
ATLANTA, GA 30303

ATTN: TERESA SMITH
A & S ENGINEERING, LLC
P. O. BOX 2413
EVANS, GA 30809

ATTN: GREG WASHINGTON
KSGW ARCHITECTS
2500 NORTHWINDS PKWY, STE 250
ALPHARETTA, GA 30004

ATTN: DON ALLEN
BASTON-COOK CO.
300 GALLERIA PARKWAY NW
SUITE 1600
ATLANTA, GA 30339

ROBERT & CO.
229 PEACHTREE ST NE
INTERNATIONAT TOWER, STE 2000
ATLANTA, GA 30303

ATTN: WAYMON JONES
KHAFRA
418 FOURTH STREET
AUGUSTA, GA 30901

ATTN: SCOTT SPIGNER
M. B. KAHN CONSTRUCTION CO.
P. O. BOX 1179
COLUMBIA, SC 29202

BOVID LEND
5909 PEACHTREE DUNWOODY RD
ATLANTA, GA 30328

ATTN WAYMN JONES
KHAFRA
230 PEACHTREE ST. STE 200
ATLANTA, GA 30303

ATTN: JENNIFER MADDOX
RENFROE CONSTRUCTION
4611 IVEY DRIVE STE 400
MACON, GA 31206

ATTN: LAWRENCE BELL
ROHADFOX CONSTRUCTION
434 MARIETTA, ST. UNIT 101
ATLANTA, GA 30313

Yvonne Gentry
Hatcher Building

Rick Acree
Public Service Dept
Hatcher Building

Forest White
Heery International
Hatcher Building

RFQ 11-124 C M @ Risk Webster
Detention Center Phase II mailed
3/31/11

RFQ Item #11-124
CM @ Risk Webster Detention Center
Phase II
Public Service Department
RFQ Due: Thurs 5/12/11 @ 3:00 P.M.

RFQ 11-124
PG 2 OF 2

Item # 9



Engineering Services Committee Meeting
9/26/2011 1:00 PM
Windsor Spring Road, Phase IV & V (novation of contract)

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

Caption: Approve the request from Jordan, Jones and Goulding, Inc. (JJG), Supplemental Agreement Request 10, on the Windsor Spring Road projects, 323-04-299823766 and 323-04-2998786, for the novation of the contract to reflect the name change from Jordan, Jones and Goulding, Inc. to Jacobs Engineering Group Inc. in accordance with the merger that occurred on February 12, 2010 as requested by AED.

Background: These are Georgia Department of Transportation (GDOT) projects that will widen and reconstruct Windsor Spring Road to 4 lanes with a 19' raised median from State Route 88 in Hephzibah to Tobacco Road and replace the bridges over Norfolk Southern Railroad and Spirit Creek. Augusta-Richmond County and GDOT entered into an agreement on April 6, 1999 which stated that Augusta-Richmond County would be responsible for preliminary engineering activities. The Engineering Department entered into an agreement with JJG on June 27, 2001 to provide these services.

Analysis: On April 6, 1999 Augusta-Richmond County (ARC) entered into an agreement with GDOT which stated that ARC would be responsible for providing the preliminary engineering activities on the Windsor Spring Road Section IV and Section V projects. On June 27, 2001 ARC entered into an agreement with JJG to provide these services. On February 12, 2010 JJG merged with Jacobs Engineering Group Inc. The contract that JJG has with Augusta-Richmond County Engineering Department to provide engineering support activities on the Windsor Spring Road Section IV and Section V projects was not affected by the merger. It is the desire of the Engineering Department and Jacobs Engineering Group to novate the contract to reflect the name change.

Financial Impact: N/A

Alternatives: Approve the request from Jordan, Jones and Goulding, Inc. (JJG), Supplemental Agreement Request 10, on the Windsor Spring Road projects, 323-04-299823766 and 323-04-2998786, for the novation of the contract to reflect the name change from Jordan, Jones and Goulding, Inc. to Jacobs Engineering Group Inc. in accordance with the merger that occurred on February 12, 2010 as requested by AED.

Road projects, 323-04-299823766 and 323-04-2998786, for the novation of the contract to reflect the name change from Jordan, Jones and Goulding, Inc. to Jacobs Engineering Group Inc. in accordance with the merger that occurred on February 12, 2010 as requested by AED.

Recommendation: Approve Alternate 1

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

REVIEWED AND APPROVED BY:

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

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

SUPPLEMENTAL AGREEMENT

Augusta Richmond County Project Number(s):	323-041110-299823766 & 323-041110-299823786
GDOT Number (s):	STP00-7007-00 (006) & STP00-1105-00 (004) PI 250610 & 254320
Supplemental Agreement Number:	10
Purchase Order Number:	53296

WHEREAS, We, **Jordan, Jones and Goulding, Inc.**, Consultant, entered into a contract with Augusta-Richmond County on June 27, 2001, for engineering design services associated with the improvements to **Windsor Spring Road Improvements Section IV & Section V**, projects STP00-7007-00 (006) & STP00-1105-00 (004), File Reference No. 11-014 (A), and

WHEREAS, Consultant has since become a wholly owned subsidiary of Jacobs Engineering Group Inc. ("Jacobs") and has begun the process of consolidating its operations with same, and

WHEREAS, We, the City of Augusta-Richmond County, desire to approve the assignment and transfer of the Agreement and the obligations contained therein to Jacobs, and

WHEREAS, the parties wish to finalize the assignment of the agreement as further outlined in the following Supplemental Agreement to-wit:

- 1. Change of Contracting Entity: the definition of "Consultant" as used in the Agreement shall be changed from "Jordan, Jones and Goulding, Inc." to "Jacobs Engineering Group Inc."***

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

NOW, THEREFORE, We, **Jacobs Engineering Group Inc.**, Consultant, as successor in interest to Jordan, Jones and Goulding, Inc. and Augusta-Richmond County hereby agree to said Supplemental Agreement consisting of the above mentioned item, and agree that this Supplemental Agreement is hereby made a part of the original contract to be performed under the specifications thereof, and that the original contract is in full force and effect, except insofar as it might be modified by this Supplemental Agreement.

This _____ day of _____, 2011.

RECOMMEND FOR APPROVAL:

CITY OF AUGUSTA-RICHMOND COUNTY
AUGUSTA, GEORGIA

JACOBS ENGINEERING GROUP INC.

Mayor Deke S. Copenhaver

Approved Date: _____

Approved Date: _____

[ATTACHED CORPORATE SEAL]

ATTEST:

ATTEST:

Title: _____

Title: _____ Item # 10

(SA02 – For changes greater than \$20,000)

March 2010