



Engineering Services Committee Committee Room- 10/9/2006- 1:30 PM
Meeting

ENGINEERING SERVICES

1. Motion to abandon alley off of Curran Street to JWS Properties Investments, LLC (“JWS”). ☐ [Attachments](#)
2. Approve a proposal from Johnson Laschober and Associates, Inc. for the engineering design of the Butler Interceptor Upgrade - West at a cost of \$295,000. ☐ [Attachments](#)
3. Approve a proposal from Stevenson and Palmer Engineering, Inc. for the engineering design of the Main Interceptor Upgrade Phase 2 at a cost of \$530,789. ☐ [Attachments](#)
4. Approve Amendment #1 to Zimmerman Evans and Leopold’s professional services contract for the design of the Rae’s Creek Trunk Sewer Replacement Phase IV Project in the amount of \$68,537. ☐ [Attachments](#)
5. Approve award of construction contract for the Augusta Utilities Department “Roadway Improvements for Benson Road” to the lowest responsive bidder in the amount of \$2,339,655.45. ☐ [Attachments](#)
6. Motion to authorize condemnation of a portion of Property #018-0-046-00-0 2842 Pineview Rd, which is owned by James E. Rowland, III for 3,394 sq. ft. of temporary easement area and 6,879 sq. ft. of permanent easement area. Public Works Project: Pointe West Subdivision Drainage Improvement Project. ☐ [Attachments](#)
7. Motion to authorize condemnation of a portion of Property #018-0-433-00-0 2957 Pointewest Dr, which is owned by Henry E. Magnusen, Jr. for 1,009 sq. ft. of ☐ [Attachments](#)

permanent easement area. Public Works Project: Pointe West Subdivision Drainage Improvement Project.

8. Motion to authorize condemnation of a portion of Property #051-0-208-00-0 3926 Barrett Street, which is owned by the Alfred and Roberta McKenzie for 3,973 sq. ft. of permanent drainage, utility and maintenance easement, more or less. Public Works Project: Belair Hills Subdivision Improvement Project 324-04-203824335. ☐ [Attachments](#)
9. Presentation by David Johnson, Sr. regarding mandatory trash service. ☐ [Attachments](#)
10. Ratify and approve the actions of AUD to repair and replace the Laney Walker sanitary sewer main between Laney Walker Court and Lover's Lane through a change order to the existing Laney Walker Sewer Emergency Repair Project in the amount of \$330,000 for a total budget of \$465,500. ☐ [Attachments](#)
11. Award a contract to Commonwealth Data Communications, Inc for Landfill and Solid Waste Collections billing software in an amount not to exceed \$151,530. ☐ [Attachments](#)

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Engineering Services Committee Meeting

10/9/2006 1:30 PM

Abandonment - Curran Street to JWS Properties Investments, LLC ("JWS").

Department: County Attorney - Stephen E. Shepard, Attorney

Caption: Motion to abandon alley off of Curran Street to JWS Properties Investments, LLC ("JWS").

Background: JWS is the current owner of all of the properties surrounding the alley located off of Curran Street consists of 0.08 acres, as shown on the attached plat. This alley has not been used for access by vehicles in many years and is overgrown with trees and vegetation. JWS desires the abandonment of this property so that it may use it in conjunction with its adjoining property.

Analysis: Because a single owner owns all of the adjacent property, there is no concern that abandonment will block egress or access to any property owner.

Financial Impact: An appraisal valued the property's market value to be \$1500.

Alternatives: Either approve or deny the motion to abandon the alley off of Curran Street.

Recommendation: Approve the motion to abandon the alley off of Curran Street

Funds are Available in the Following Accounts: JWS to pay.

REVIEWED AND APPROVED BY:

Administrator.
Clerk of Commission



Engineering Services Committee Meeting

10/9/2006 1:30 PM

Approve a proposal from Johnson Laschober and Associates, Inc. for the engineering design of the Butler Interceptor Upgrade - West.

Department:	Utilities
Caption:	Approve a proposal from Johnson Laschober and Associates, Inc. for the engineering design of the Butler Interceptor Upgrade - West at a cost of \$295,000.
Background:	The existing Butler Interceptor between Dean's Bridge Road and Gordon Highway is currently undersized for the flow anticipated as west Augusta continues to develop. The Utilities Department recently completed a project to increase the line size of a portion of the Butler Interceptor while other construction projects are underway to expand the sewer service area towards the western boundary. Upgrades are needed in the existing sewer system as the customer service base continues to expand.
Analysis:	Accepting this proposal will allow for the design of the Butler Interceptor Upgrade – West Project that will remove the existing undersized western section of the Butler Interceptor from operation. Johnson Laschober and Associates is a local firm with an established history with the Augusta Utilities Department.
Financial Impact:	Johnson Laschober and Associates, Inc. has proposed a fee of \$295,000 to perform this work. These funds are available from the 2004 Bond Issue, under account number 511043420/5212115-80360106/5212115.
Alternatives:	None recommended.
Recommendation:	Approve the proposal from Johnson Laschober and Associates, Inc. for the engineering design of the Butler Interceptor Upgrade - West at a cost of \$295,000.

**Funds are
Available in the
Following
Accounts:** 511043420/5212115-80360106/5212115.

REVIEWED AND APPROVED BY:

**Finance.
Procurement.
Disadvantaged Business Enterprise.
Administrator.
Clerk of Commission**



ATTACHMENT B - COMPENSATION - FEE PROPOSAL

PROPOSAL #: 042

DATE: 5/22/06

TO: Mr. Wes Byne, Assistant Director
Engineering and Construction
Augusta Utilities Dept.
Augusta, GA

BY: ☐ PHONE (706) 312-4149
☐ FAX (706) 312-4133
☒ EMAIL wbyne@augustaga.gov

RE: Project No.: 60106; Project: Butler Creek Interceptor Upgrade - West

SUBMITTED BY: Richard J. Laschober, P.E., Project Manager

PARTICULARS:

I. Project Scope (See Attachment A-Scope of Services with Drawings P-1):

A. **PROJECT DESCRIPTION:** Butler Creek Interceptor Upgrade - West;
PROJECT NO.: 60106

The project involves the upgrade of an approximate 20,500-foot segment of the existing Butler Creek Interceptor beginning on the south side of Drayton, on the downstream end, and ending on the north side of Gordon Highway (US HWY 78/278). The upgrades will connect to the existing 30-inch diameter interceptor sewer at each end.

Upgrades will involve the following beginning at the downstream end of the project and commencing upstream:

1. Upgrade of approximately 6,600 feet of existing 15-inch interceptor and 5,800 feet of existing 18-inch interceptor beginning south of Drayton Drive on the downstream end of the project and ending at the discharge of the existing force mains. (Note: The exact nature of this upgrade - total replacement with 30-inch DIP replacement or a combination of new force main and gravity sewer (existing and/or new) will be defined as determined in the Study Phase of the engineering services);
2. Upgrade of the existing lift station and existing 600-foot segment of parallel 6-inch and 10-inch force main; and
3. Upgrade of approximately 7,500-feet of 18-inch gravity interceptor with 30-inch diameter ductile iron pipe beginning at the existing lift station to a point of tie-in with the 30-inch interceptor sewer located on the north side of Gordon Highway (US HWY 78/278) at the end of project.

B. **DESIGN OBJECTIVES:** Implement interceptor upgrades as recommended in previous CITY studies to eliminate an approximate 20,500-foot segment of hydraulically deficient pipe.



The proposed engineering services will be accomplished in two phases as follows:

1. Study Phase - The Study Phase that will develop and evaluate at least two viable options to upgrade the lower 12,400-foot segment interceptor and make recommendations for the method of upgrade beginning at the upstream extent of existing 30-inch diameter interceptor sewer located immediately south of Drayton Drive and ending at the discharge of the multiple force mains.
2. Design Phase - The Design Phase Services involves design to implement upgrade recommendations from the Study Phase and previous studies to the existing interceptor sewer including upgrading the existing sanitary lift station.

C. DESIGN CONDITIONS:

1. The CITY will provide the CONSULTANT with projected flow data as is available from previous studies for design input necessary for the following:
 - a. Project sanitary flow data from present to end of design period to include minimum and peak flows tributary to the existing lift station. The design flow data shall include anticipated sanitary flow from the City of Grovetown. This information will be used as the design basis for the lift station upgrade and the development and evaluation of alternatives during the study phase.
 - b. Projected sanitary flow data for the design period for the area tributary to the lower 12,400-foot segment of interceptor excluding the sanitary flow tributary to the existing lift station. This information will be used to during the study phase in the development and evaluation of alternatives.
 - c. Projected sanitary flow data for the design period for all upstream areas tributary to the connection to the existing 30" interceptor sewer located immediately south of Drayton Drive.
2. The CITY will provide the CONSULTANT with available GPS data on the existing Butler Creek Interceptor within the project area.
3. Proposed Additional Services: Proposed Additional Services: The proposed environmental service covers impacts that will only require a USACE Nationwide Permit. If additional impacts are proposed such that the impacts to jurisdictional waters exceed the maximum requirements of the Nationwide Permit for either USACE or GA EPD, an individual permit may be required and additional services may be necessary to complete the individual permit application package. If additional services are required for an individual permit, the CONSULTANT will notify the CITY regarding additional fees necessary before proceeding further.



II. Basic Professional Services and Compensation:

- A. Study Phase - Lump Sum\$30,000
- B. Design Phase:
 - 1. Perform field survey for approximately 20,500 LF.
 - 2. Prepare bid documents (constructions drawings and specifications for approximately 20,500 LF of interceptor upgrade. Provide between one (1) and two (2) separate bid tabulations per available funding as determined in later phases of design.
 - 3. Provide necessary approvals and/or permitting related to GA DOT utility encroachments, wetlands, GA EPD, GAR 1000002, etc.
 - 4. Provide bid and construction phase services for the initial phase which may represent all or a portion of the 20,500 LF of interceptor upgrade.
 - 5. Total Fee Engineering Fee - Lump Sum\$225,000
- C. Total Basic Professional Services and Compensation - Lump Sum\$255,000

III. Additional Services:

- A. Wetlands and Permitting (by QORE Property Sciences): Work to be performed on a time and expense basis not to exceed.....\$10,000
- B. Soil Borings (By QORE Property Sciences): Work to be performed for a Lump Sum of ..\$ 9,000
- C. Easements (By George L. Godman & Associates, P.C.)
 - 1. Research and prepare up to 98 easement plats for permanent and/or temporary (construction) easements.
 - 2. Work to be performed on a time and expense basis not to exceed\$ 21,000
- D. Total Additional Service.....\$ 40,000

IV. Total Fee for Basic Professional Services and Additional Services\$295,000

V. Listing of Key Personnel (See appended Attachment C)

VI. Schedule for Performance (See appended Attachment D)

To: Johnson Laschober & Associates
Attn: Richard Laschober
P.O. Box 2103
Augusta, GA 30903

Re: RFQ #05-087
Qualified Engineering Firms on 2004 Bond Issue Projects

From: Geri Sams

Date: February 17, 2006

Project Number: 60106

Project Name: **Butler Creek Interceptor Upgrade - West**

The Augusta Program Management Team has completed a review of your Statement of Qualifications submitted in response to RFQ #05-087 issued March 7, 2005 and received April 12, 2005. Based upon a series of criteria involving your preferences, capabilities, past performance with the Augusta Utilities Department, and the Program needs, your firm has been selected to complete the engineering design for the **Butler Creek Interceptor Upgrade - West**. Included within this memorandum is the preliminary project scope. A meeting will be set up by the Program Management Team to discuss the project your firm has been assigned and clarify expectations of the program. Tentatively, these meetings will be scheduled to begin in late February. Following preparation of your proposal a second meeting will be arranged to begin contract negotiations. The Augusta Utilities Department looks forward to working with you on this project. We request that any correspondence regarding this particular project includes the above noted project number and name.

Preliminary Project Scope

- Design a pipeline to replace the western section of the Butler Creek Trunk Line. Refer to the attached location figure for a general overview of the project area. One option for the proposed project is a gravity sewer that will consist of approximately 20,500 feet of 30-inch diameter ductile iron pipe that will begin where the previous upgrade project ended. Other options for this project can be discussed at the initial scoping meeting alluded to below.

During the first meeting be prepared to discuss the cost of route analysis, surveying, easement plat preparation, design standards, bid package preparation, bid phase support, construction phase support and optional services during construction/resident observation for this project.

Should you have any questions prior to the first meeting please contact the Augusta Program Management Office at 706-303-2426 or submit questions to the Program Manager at larry.scott@ch2m.com.

Sincerely,

Geri Sams
Director Procurement

COPIES:

Max Hicks/Utilities Dept. Director
Wes Byne/Utilities Dept. Assistant Director
Clifford Goins/Utilities Dept. Assistant Director
Allen Saxon/Utilities Dept. Assistant Director
Russell Thies/Utilities Dept. Assistant Director
Larry Scott/Program Manager
Bob Davis/Program Construction Manager
James Rush/Program Project Engineer

RFQ Due: Tuesday, April 12, 2005 @ 3:00 p.m.[illegible]

Request for Qualifications

RFQ's will be received at this office until 3:00 p.m., Tuesday, April 12, 2005

RFQ #05-087 Qualified Engineering Firms on 2004 Bond Issue Projects for Augusta Utilities

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

Geri A. Sams
Procurement Department
530 Greene Street - Room 605
Augusta, Georgia 30911
706-821-2422

RFQ documents may be obtained at the office of the Augusta, GA Procurement Department, 530 Greene Street – Room 605, Augusta, GA 30911.

All questions must be submitted in writing to the office of the Procurement Department by fax at 706-821-2811 or by mail. No RFQ will be accepted by fax, all must be received by mail or hand delivered.

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.

It is the wish of the Owner that minority businesses are given the opportunity to submit on the various parts of the work. This desire on the part of the Owner is not intended to restrict or limit competitive bidding or to increase the cost of the work. The Owner supports a healthy free market system that seeks to include responsible businesses and provide ample opportunity for business growth and development.

No RFQ may be withdrawn for a period of 60 days after time has been called on the date of opening.

Bidders will please note that the number of copies requested; all supporting documents including financial statements and references and such other attachments that may be required by the Request of Qualification are material conditions of the package. Any package found incomplete or submitted late shall be rejected by the Procurement Office. Any bidder allegedly contending that he/she has been improperly disqualified from bidding due to an incomplete bid submission shall have the right to appeal to the appropriate committee of the Augusta Commission. 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.

Augusta has a Link Deposit program designed to provide loans to eligible local Small, Minority and Women Owned Businesses. For more information about this program contact the Human Resources Department at 706-821-2303.

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle	March 10, 17, 24, 31, 2005
Augusta Focus	March 17, 2005

cc:	Tameka Allen	Interim Deputy Administrator
	Yvonne Gentry	DBE Coordinator
	Max Hicks	Utilities Department
	Jim Rush	CH2M Hill

FAX TRANSMISSION

AUGUSTA-RICHMOND COUNTY CONSOLIDATED GOVERNMENT

530 Greene Street - Room 605

Augusta, Georgia 30911

706 821-2422

Fax: 706 821-2811

To: Southeastern Newspaper **Date:** March 3, 2005
Fax #: 706 823-3588 **Pages:** 2, including this cover sheet.
From: Geri A. Sams
Subject: LEGAL NOTICES FOR RFQ ITEM: #05-087

COMMENTS:

Please print the above RFQ Item(s) on the following dates:

March 10, 17, 24, 31, 2005

REQUISITION #47297A

Please send an affidavit of publication.

FAX TRANSMISSION

AUGUSTA-RICHMOND COUNTY CONSOLIDATED GOVERNMENT

530 Greene Street - Room 605

Augusta, Georgia 30911

706 821-2422

Fax: 706 821-2811

To: Augusta Focus

Date: March 3, 2005

Fax #: 706 724-8432

Pages: 2, including this cover sheet.

From: Geri A. Sams

Subject: LEGAL NOTICES FOR RFQ ITEM: #05-087

COMMENTS:

Please print the above RFQ Item(s) on the following dates:

March 17, 2005

REQUISITION #47297B

Please send an affidavit of publication.



Yvonne Gentry
DBE Coordinator

TO: Geri Sams
Director, Procurement Department

Max Hicks
Director, Utilities Department

FROM: Yvonne Gentry, Coordinator
Disadvantaged Business Enterprise Department

SUBJECT: **DBE REVIEW AND APPROVAL OF RECOMMENDED DBE GOAL
Butler Creek Interceptor Upgrade - West**

DATE: September 22, 2006

This memo is to transmit the review and concurrence of the recommended DBE Utilization goal of zero (0%) for the above referenced project. The goal-setting methodology considered the following factors based on good faith efforts of the contractor:

- The project's total estimated cost is **\$295,000**.
- There is 0% value of the scope of work where **minority/women businesses** availability exists.
- There is 0% value of the scope of work where **small businesses** availability exists.
- There is 100% value of the scope where **local businesses** availability exists.

The contractor must prepare their proposed DBE Utilization Form submittal based on the total dollar value of their base bid. No further adjustments should be made.

The above recommendation is based on information provided at the time of review. If you have any questions, please feel free to contact me at (706) 821-2406.

YG:glw



Engineering Services Committee Meeting

10/9/2006 1:30 PM

Approve a proposal from Stevenson and Palmer Engineering, Inc. for the engineering design of the Main Interceptor Upgrade Phase 2.

Department:	Utilities
Caption:	Approve a proposal from Stevenson and Palmer Engineering, Inc. for the engineering design of the Main Interceptor Upgrade Phase 2 at a cost of \$530,789.
Background:	The existing Main Interceptor Sanitary Sewer is a 50 year old reinforced concrete pipe that runs from Walton Way in downtown Augusta to the James B. Messerly Water Pollution Control Plant (WPCP) on Doug Barnard Parkway. The existing pipe is undersized and beginning to deteriorate is several locations. Phase 1 of the Main Interceptor Upgrade is currently advertised for construction and will replace the existing pipe from Laney Walker Boulevard to Dan Bowles Road. Phase 2 of the Main Interceptor Upgrade will replace the existing pipe from Dan Bowles Road to the James B. Messerly WPCP.
Analysis:	Accepting this proposal will allow for the design of Phase 2 of the Main Interceptor Upgrade Project that will remove the existing aging and undersized Main Interceptor from operation. Stevenson and Palmer Engineering is a local firm with an established history with the Augusta Utilities Department. Stevenson and Palmer Engineering also proposes to utilize 11% local DBE participation on this project as well.
Financial Impact:	Stevenson and Palmer Engineering, Inc. has proposed a fee of \$530,789 to perform this work. These funds are available from the 2004 Bond Issue, under account number 511043420/5212115-80300007/5212115.
Alternatives:	None recommended.

Recommendation: Approve the proposal from Stevenson and Palmer Engineering, Inc. for the engineering design of the Main Interceptor Upgrade Phase 2 at a cost of \$530,789.

**Funds are
Available in the
Following
Accounts:** 511043420/5212115-80300007/5212115.

REVIEWED AND APPROVED BY:

**Finance.
Procurement.
Disadvantaged Business Enterprise.
Administrator.
Clerk of Commission**

August 31, 2006

Mr. Wes Byne, P.E., Assistant Director, Engineering and Construction
Augusta Utilities Department
360 Bay Street, Suite 180
Augusta, GA 30901

**Re: AUD Project No. 80300007
Main Interceptor Upgrade, Phase II
Engineering Services**

Dear Mr. Byne:

We appreciate the opportunity to continue to provide our engineering services for Phase II of the Main Interceptor Upgrade. We look forward to providing a successful project for the City of Augusta Utilities Department (AUD) and its customers in this important project.

The project will be staffed by our experienced team comprised of professionals from our Augusta office with support from our offices in Smyrna and Albany, as needed. Our dedicated team will use our experience and resources from the design of Phase I of the Main Interceptor Upgrade project to provide a successful project that AUD and its customers will be served by for many years.

This project consists of extending the Main Interceptor sewer from the intersection of Dan Bowles Road and Doug Barnard Parkway to the Messerly WPCP. The route consists of approximately 3.5 miles of interceptor sewer, consisting of 72- and 84-inch diameter sewer. The route will generally parallel the existing main interceptor along Doug Barnard Parkway and will cross beneath Interstate 520 and Rocky and Butler Creeks.

Appended to this letter is a schedule indicating the activities and anticipated duration for project design. It also anticipates that AUD and their Program Manager will complete their reviews and provide comments within 15 working days after submission of document. A summary of the major milestone activities and anticipated duration is as follows:

Major Milestone Activities

Delivery of 30% contract documents	91 days from Notice to Proceed
Delivery of 60% contract documents	83 days from receipt of 30% comments
Delivery of 90% contract documents	55 days from receipt of 60% comments
Delivery of final contract documents	14 days from receipt of 90% comments

Key Staff Qualifications

SPE has assembled a talented team of engineers and support personnel, experienced in projects of this scope to develop and produce a high quality and cost-effective design for AUD. The team which we have assembled to partner with AUD in the development of the project offers the following qualities key to project success:

- **Personal Service:** enables AUD to communicate with the team member who is responsible for the project and will provide AUD with timely service.
- **Flexibility:** allows the team to easily adapt to AUD's needs in order to provide AUD with the desired finished product.
- **Experience:** seeing projects of this type through to a successful conclusion.

SPE has adequate in-house permanent staff to successfully complete this project. In addition to the team members listed below, adequate technicians, CADD computer resources and clerical manpower will be assigned to the project. Where sub-consultants are partnered with our team, we will attempt to use eligible local Small, Minority and Women Owned Businesses. It is our intent to use the services of the following Small, Minority and Women Owned Businesses:

Small, Minority and Women Owned Business	Budgeted Expenditure
Municipal Design Group Quality Assurance & Control Key Staff: Mr. Tom Wiedmeier, P.E.	\$19,350
Ecolotech Services, Inc. Survey and Wetlands Determination Key Staff: Mr. David L. Morris, CPESC	\$37,200
Augusta Blueprint Reproduction Services	\$2,400

Mr. James A. Willson, II, P.E., Augusta Regional Manager will continue to serve as Project Manager from the Phase I portion of the project. Mr. Tom D. Wiedmeier, P.E., Messerly Design Group, will be retained to perform Quality Assurance and provide his expertise with his knowledge of the AUD collection system. Mr. David Morris, Ecolotech Services, Inc., will continue to perform survey and wetlands determination services. Using key staff from Phase I will provide a smooth transition and provide AUD with familiarity of staff.

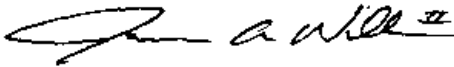
Project Fees

We propose to provide the professional engineering services described above for a lump sum fee of \$530,789.

Appended to this letter is a man-hour estimate developed to support the proposed fee for this project. The sub-consultant expenses are our estimate of their services to complete the associated project task. Direct expenses are included in the lump sum fees for basic services.

In conclusion, SPE provides a project team that is familiar with the engineering services required to complete this project. Having the key staff members from the Phase I design provides a continuity of service and familiarity with AUD Standards and staff. We eagerly anticipate working together with AUD on this important project.

Sincerely,



James A. Willson, II, P.E.
Project Manager

JAW: smj

Cc: File G1240602
James Rush, CH2M Hill

Enclosures: Project Schedule
Lump Sum Project Fee Breakdown



**Main Interceptor Phase II
Project Fee Estimate**

Task	Project Manager	Senior Engineer	Design Engineer	Engineering Technician	Sub-consultant	Direct expenses	Total	Notes
Project management								
Project management and coordination	441 \$	256.57 \$	48 \$	0 \$	-	2,400	87,280	
Design reviews	417 \$	209 \$	-	\$	-		73,000	
	24 \$	48 \$	48 \$	\$	-	2,400	14,280	
Design Services								
Site investigation/route selection	194 \$	520 \$	1,054 \$	974 \$	78,550	-	305,700	
Investigate alternate pipe materials	8 \$	40 \$	24 \$	40 \$	2,600		9,640	
Topographic Survey	24 \$	32 \$	24 \$	120 \$	7,800		6,200	
30% Plans	4 \$	8 \$	160 \$	230 \$	14,950		44,340	
30% Specifications	14 \$	98 \$	100 \$	\$	6,450		46,550	
Subsurface investigation	16 \$	16 \$	24 \$	8 \$	520		12,100	
60% Plans	8 \$	16 \$	1,600	\$	8,000		13,160	
60% Specifications	24 \$	126 \$	240 \$	280 \$	18,200		60,650	
Easement Plats	24 \$	40 \$	140 \$	\$	6,450		18,900	
90% Plans	16 \$	\$	32 \$	80 \$	5,200		25,920	
90% Specifications	20 \$	54 \$	180 \$	200 \$	13,000		42,650	
QA/QC	16 \$	40 \$	80 \$	\$	6,450		12,800	
	20 \$	50 \$	50 \$	16 \$	1,040		12,790	
Permitting/Bidding/Award								
Wetland survey/permitting	58 \$	120 \$	116 \$	48 \$	4,000	-	36,230	
Stormwater permitting	6 \$	\$	16 \$	\$	4,000		6,110	
DOT Permitting	8 \$	24 \$	\$	24 \$	1,560		4,960	
Contractor Prequalification	8 \$	24 \$	\$	24 \$	1,560		4,960	
Prebid meeting	30 \$	56 \$	76 \$	\$	-		15,810	
Bid review/recommendation of award	3 \$	8 \$	8 \$	\$	-		1,855	
	3 \$	8 \$	16 \$	\$	-		2,535	
Construction Phase Services								
Preconstruction meeting	247 \$	393.97 \$	328 \$	52 \$	3,380	-	101,578	
Contract award preparation	5 \$	10 \$	10 \$	\$	-		2,574	
Submittal review	5 \$	21 \$	21 \$	\$	-		4,498	
Contractor RFIs	3 \$	31 \$	42 \$	\$	-		6,991	
Resident Engineer Assistance	21 \$	52 \$	104 \$	\$	-		16,640	
Periodic Site Visits	48 \$	96 \$	24 \$	\$	-		17,640	
Construction Progress Meetings	24 \$	24 \$	48 \$	\$	-		9,480	
Substantial Completion Punchlist	136 \$	136 \$	32 \$	\$	-		30,504	
Final Completion Punchlist	4 \$	16 \$	16 \$	\$	-		4,820	
Contractor's Record drawings	2 \$	8 \$	31 \$	\$	-		2,410	
	\$	\$	31 \$	52 \$	3,380		6,032	
Total	941 \$	1,291 \$	1,546 \$	1,074 \$	89,810 \$	2,400	530,789	

Main Interceptor Upgrade Phase II
Preliminary Opinion of Probably Cost

<u>Key</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
1	72" Sanitary Sewer	5335	LF	\$530	\$2,827,550
2	84" Sanitary Sewer	8535	LF	\$721	\$6,153,735
3	Jack and Bore (add)	300	LF	\$500	\$150,000
4	Manholes	35	EA	\$13,000	\$455,000
5	Special Structures	3	EA	\$20,000	\$60,000
6	Pavement	1	LS	\$100,000	\$100,000
7	Miscellaneous Construction	1	LS	\$1,719,485	\$1,719,485
8	Contingency	20.00%			\$2,293,154
				Subtotal	\$13,758,924
9	Engineering	3.31%			\$530,789
	Preliminary Opinion of Probably Cost				\$14,289,713

To: Stevenson & Palmer Engineering, Inc.
Attn: Tom Wiedmeier
Suite 400, 360 Bay Street
Augusta, GA 30901

Re: RFQ #05-087
Qualified Engineering Firms on 2004 Bond Issue Projects

From: Geri Sams

Date: February 17, 2006

Project Number: 00007

Project Name: **Main Interceptor Upgrade Phase II**

The Augusta Program Management Team has completed a review of your Statement of Qualifications submitted in response to RFQ #05-087 issued March 7, 2005 and received April 12, 2005. Based upon a series of criteria involving your preferences, capabilities, past performance with the Augusta Utilities Department, and the Program needs, your firm has been selected to complete the engineering design for the **Main Interceptor Upgrade Phase II**. Included within this memorandum is the preliminary project scope. A meeting will be set up by the Program Management Team to discuss the project your firm has been assigned and clarify expectations of the program. Tentatively, these meetings will be scheduled to begin in late February. Following preparation of your proposal a second meeting will be arranged to begin contract negotiations. The Augusta Utilities Department looks forward to working with you on this project. We request that any correspondence regarding this particular project includes the above noted project number and name.

Preliminary Project Scope

- Design a pipeline to replace the lower section of the Main Interceptor in Augusta, Georgia. Refer to the attached location figure for a general overview of the project area. The project should extend from the James B. Messerly WPCP to Dan Bowles Road where it should tie into the current project to upgrade the upstream section of the Main Interceptor.

During the first meeting be prepared to discuss the cost of route analysis, surveying, easement plat preparation, design standards, bid package preparation, bid phase support, construction phase support and optional services during construction/resident observation for this project.

Should you have any questions prior to the first meeting please contact the Augusta Program Management Office at 706-303-2426 or submit questions to the Program Manager at larry.scott@ch2m.com.

Sincerely,

Geri Sams
Director Procurement

COPIES:

Max Hicks/Utilities Dept. Director
Wes Byne/Utilities Dept. Assistant Director
Clifford Goins/Utilities Dept. Assistant Director
Allen Saxon/Utilities Dept. Assistant Director
Russell Thies/Utilities Dept. Assistant Director
Larry Scott/Program Manager
Bob Davis/Program Construction Manager
James Rush/Program Project Engineer

RFQ Due: Tuesday, April 12, 2005 @ 3:00 p.m.

Request for Qualifications

RFQ's will be received at this office until 3:00 p.m., Tuesday, April 12, 2005

RFQ #05-087 Qualified Engineering Firms on 2004 Bond Issue Projects for Augusta Utilities

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

Geri A. Sams
Procurement Department
530 Greene Street - Room 605
Augusta, Georgia 30911
706-821-2422

RFQ documents may be obtained at the office of the Augusta, GA Procurement Department, 530 Greene Street – Room 605, Augusta, GA 30911.

All questions must be submitted in writing to the office of the Procurement Department by fax at 706-821-2811 or by mail. No RFQ will be accepted by fax, all must be received by mail or hand delivered.

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.

It is the wish of the Owner that minority businesses are given the opportunity to submit on the various parts of the work. This desire on the part of the Owner is not intended to restrict or limit competitive bidding or to increase the cost of the work. The Owner supports a healthy free market system that seeks to include responsible businesses and provide ample opportunity for business growth and development.

No RFQ may be withdrawn for a period of 60 days after time has been called on the date of opening.

Bidders will please note that the number of copies requested; all supporting documents including financial statements and references and such other attachments that may be required by the Request of Qualification are material conditions of the package. Any package found incomplete or submitted late shall be rejected by the Procurement Office. Any bidder allegedly contending that he/she has been improperly disqualified from bidding due to an incomplete bid submission shall have the right to appeal to the appropriate committee of the Augusta Commission. 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.

Augusta has a Link Deposit program designed to provide loans to eligible local Small, Minority and Women Owned Businesses. For more information about this program contact the Human Resources Department at 706-821-2303.

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle	March 10, 17, 24, 31, 2005
Augusta Focus	March 17, 2005

cc:	Tameka Allen	Interim Deputy Administrator
	Yvonne Gentry	DBE Coordinator
	Max Hicks	Utilities Department
	Jim Rush	CH2M Hill

FAX TRANSMISSION

AUGUSTA-RICHMOND COUNTY CONSOLIDATED GOVERNMENT

530 Greene Street - Room 605

Augusta, Georgia 30911

706 821-2422

Fax: 706 821-2811

To: Southeastern Newspaper **Date:** March 3, 2005
Fax #: 706 823-3588 **Pages:** 2, including this cover sheet.
From: Geri A. Sams
Subject: LEGAL NOTICES FOR RFQ ITEM: #05-087

COMMENTS:

Please print the above RFQ Item(s) on the following dates:

March 10, 17, 24, 31, 2005

REQUISITION #47297A

Please send an affidavit of publication.

FAX TRANSMISSION

AUGUSTA-RICHMOND COUNTY CONSOLIDATED GOVERNMENT

530 Greene Street - Room 605

Augusta, Georgia 30911

706 821-2422

Fax: 706 821-2811

To: Augusta Focus

Date: March 3, 2005

Fax #: 706 724-8432

Pages: 2, including this cover sheet.

From: Geri A. Sams

Subject: LEGAL NOTICES FOR RFQ ITEM: #05-087

COMMENTS:

Please print the above RFQ Item(s) on the following dates:

March 17, 2005

REQUISITION #47297B

Please send an affidavit of publication.



TO: Geri Sams
Director, Procurement Department

Max Hicks
Director, Utilities Department

FROM: Yvonne Gentry, Coordinator
Disadvantaged Business Enterprise Department

SUBJECT: **DBE REVIEW AND APPROVAL OF RECOMMENDED DBE GOAL**
Bid Item #05-087 Proposal from Stevenson and Palmer Engineering

DATE: September 26, 2006

This memo is to transmit the review and concurrence of the recommended DBE Utilization goal of eleven (11%) for the above referenced project. The goal-setting methodology considered the following factors based on good faith efforts of the contractor:

- The project's total estimated cost is **\$530,789**.
- There is 11% value of the scope of work where **minority/women businesses** availability exists.
- There is 0% value of the scope of work where **small businesses** availability exists.
- There is 11% value of the scope where **local businesses** availability exists.

The contractor must prepare their proposed DBE Utilization Form submittal based on the total dollar value of their base bid. No further adjustments should be made.

The above recommendation is based on information provided at the time of review. If you have any questions, please feel free to contact me at (706) 821-2406.

YG:glw



Engineering Services Committee Meeting

10/9/2006 1:30 PM

Approve an Amendment to the Professional Services Contract for the Rae's Creek Trunk Sewer Replacement Phase IV Project.

Department:	Utilities
Caption:	Approve Amendment #1 to Zimmerman Evans and Leopold's professional services contract for the design of the Rae's Creek Trunk Sewer Replacement Phase IV Project in the amount of \$68,537.
Background:	The existing professional services contract with Zimmerman Evans and Leopold is for the engineering design associated with replacement of the final section of the Rae's Creek Trunk Sewer that has not been replaced. During the easement negotiations with one of the property owners an issue was brought up with the route that could have made it very difficult to proceed. The Utilities Department and Zimmerman Evans and Leopold worked with the property owner to develop a route that was beneficial to both parties.
Analysis:	Accepting this proposal will allow for the expedited engineering design to proceed so construction can begin as soon as possible. Zimmerman Evans and Leopold, Inc. is a local firm with an established history with the Augusta Utilities Department. Stevenson Zimmerman Evans and Leopold also proposes to utilize approximately 19% MBE participation on the work associated with this amendment.
Financial Impact:	Zimmerman Evans and Leopold, Inc. has proposed a fee of \$68,537 to expedite the design this alternate route. These funds are available from the 2002 Bond Issue, under account number 510043420/5212115-80260112/5212115.
Alternatives:	None recommended.
Recommendation:	Approve Amendment #1 to Zimmerman Evans and

Leopold's professional services contract for the design of the
Rae's Creek Trunk Sewer Replacement Phase IV Project in
the amount of \$68,537.01.

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

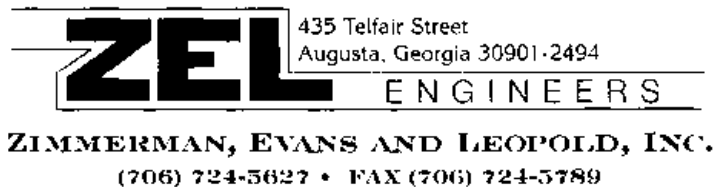
510043420/5212115-80260112/5212115.

REVIEWED AND APPROVED BY:

**Finance.
Procurement.
Disadvantaged Business Enterprise.
Administrator.
Clerk of Commission**

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

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

August 30, 2006

Mr. James Rush
Program Project Engineer
CH2M Hill
360 Bay Street, Suite 100
Augusta, GA 30901

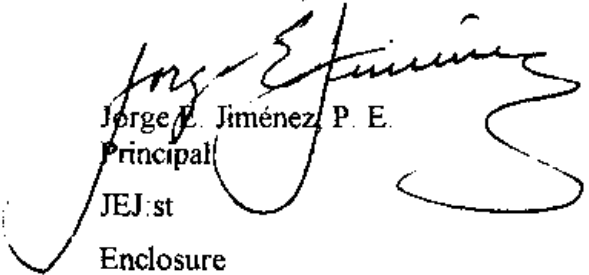
RE: Raes Creek Sewer: Wheeler Rd to Marks Church Rd.
Additional Professional Services Proposal

Dear Mr. Rush:

Per your request, we present this proposal for the re-design of the section of Raes Creek Sanitary Sewer Improvements. The professional services costs are shown on the cost estimate. We propose to render the normal services including, design and design surveys, bid assistance, and construction services and easement plats for an additional lump sum fee of \$68,537. We are prepared to work on this task immediately upon your direction. If you have any questions in this regard, please let us know.

Yours truly,

ZIMMERMAN, EVANS AND LEOPOLD, INC.


Jorge E. Jiménez, P. E.

Principal

JEJ:st

Enclosure

RECEIVED

AUG 31 2006

ZEL Engineers**Raes Creek Expedited Redesign****ZEL**

\$ 427,949.50 Cost of Additional Construction
\$ 296,401.00 Net Cost of Additional Construction
\$ 39,713.71 Engineering Design Services
\$ 1,719.13 Bidding Assistance Services
\$ 5,157.38 Construction Administration Services
\$ 7,500.00 Permitting, Subsurface Investigation
\$ 54,090.22 Total Engineering

DBE

\$ 6,018.95 Design Surveys (EES)
\$ 5,500.00 Easement Plats (EES)
\$ 1,200.00 Printing (ABP)
\$ 12,718.95 Subtotal DBE Subcontract (EES+ABP)

\$ 1,727.84 Consultant Markup

\$ 68,537.01 Total Redesign Fee

81%	Percentage of Local Firm
19%	Percentage of DBE
	60 day completion



TO: Geri Sams
Director, Procurement Department

Max Hicks
Director, Utilities Department

FROM: Yvonne Gentry, Coordinator
Disadvantaged Business Enterprise Department

SUBJECT: **DBE REVIEW AND APPROVAL OF RECOMMENDED DBE GOAL
Amendment #1 to Zimmerman Evans and Leopold's Professional
Services**

DATE: September 26, 2006

This memo is to transmit the review and concurrence of the recommended DBE Utilization goal of 100% for the above referenced project. The goal-setting methodology considered the following factors based on good faith efforts of the contractor:

- The project's total estimated cost is **\$68,537**.
- There is 100% value of the scope of work where **minority/women businesses** availability exists.
- There is 0% value of the scope of work where **small businesses** availability exists.
- There is 100% value of the scope where **local businesses** availability exists.

The contractor must prepare their proposed DBE Utilization Form submittal based on the total dollar value of their base bid. No further adjustments should be made.

The above recommendation is based on information provided at the time of review. If you have any questions, please feel free to contact me at (706) 821-2406.

YG:glw



**Engineering Services Committee Meeting
10/9/2006 1:30 PM
Award Benson Road Contract**

Department: Utilities

Caption: Approve award of construction contract for the Augusta Utilities Department “Roadway Improvements for Benson Road” to the lowest responsive bidder in the amount of \$2,339,655.45.

Background: The new Benson Road will provide access to the proposed site of an Augusta Utilities Department Complex intended to consolidate customer service, administration, operations, and maintenance functions at a central Augusta location. Consolidation of AUD facilities will reduce current operating costs with elimination of office leasing and allow improved resource management of employees, equipment and material. This new roadway and water main, along with planned sewer improvements, will also allow future economic development of the surrounding area.

Analysis: Blair Construction Company submitted an acceptable bid package and was the lowest qualified bidder for this project.

Financial Impact: The current bid amount of \$2,339,655.45 is budgeted from account numbers 507043410-5425110/80190110-5425110.

Alternatives: Reject the contract bid. Return to design firms for project redesign to reduce costs. Issue new contract bid package of new project design.

Recommendation: We recommend approval of the contract award to Blair Construction Company. Proceeding now will guarantee current price quotes and avoid future inflationary costs that would be incurred during a redesign and new bidding phase.

Funds are

**Available in the
Following
Accounts:**

507043410-5425110/80190110-5425110

REVIEWED AND APPROVED BY:

**Finance.
Procurement.
Disadvantaged Business Enterprise.
Administrator.
Clerk of Commission**

Bid Item #06-145
Roadway Improvements for Benson Road
Augusta Utilities
Bid Due: Thursday, August 31, 2006 @ 3:00 p.m.

Vendor	Bid Bond	Addendum 1 - 4	Bid Total	
Vastec Group 701 Greene Street Suite 100 Augusta, GA 30901				
Mabus Brothers 920 Molly Pond Road Augusta, GA 30901	Yes	Yes	\$ 2,699,966.00	
APAC P. O. Box 1129 Augusta, GA 30903	Yes	Yes	\$ 3,108,150.70	
Construction Perfected 587 Cherry Avenue North Augusta, SC 29841	Yes	Yes	\$ 2,815,048.94	
Blair Construction 4308 Evans to Lock Rd. Evans, GA 30809	Yes	Yes	\$ 2,339,655.45	
Beam's Construction 2335 Atomic Road Beech Island, SC 29842	Yes	Yes	\$ 2,906,202.95	
Reeves Construction Co. 167 Knox-Rivers Rd. NW Thomson, GA 30824	Yes	Yes	\$ 2,746,720.50	

Invitation To Bid

Bids will be received at this office until 3:00 p.m., Tuesday, August 8, 2006.

Bid Item #06-145 Roadway Improvements for Benson Road for Augusta Utilities Department

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

Geri A. Sams
Procurement Department
530 Greene Street - Room 605
Augusta, Georgia 30911
706-821-2422

Bid documents may be examined at the office of the Augusta, GA Procurement Department, 530 Greene Street – Room 605, Augusta, GA 30911. **Plans and specifications for the project can be made available upon request to Digital Blue Print. The fees for the plans and specifications which are non-refundable is \$150.00.**

Scope: This project consist of construction of approximately 5000 LF of two lanes asphalt roadway extending from Richmond Hill Road to the proposed Augusta Utilities Department Complex site. Also includes the widening and restriping of approximately 1000 LF of Richmond Hill Road. The project will include construction of a regional stormwater detention basin, a new water main, and storm drainage.

Documents may also be examined during regular business hours at the Augusta Builders Exchange, 1262 Merry Street, Augusta, GA 30904; F. W. Dodge Plan Room, 1281 Broad Street, Augusta, GA 30904. 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.digblueprint.com) at no charge through Digital Blueprint (706-821-0405) beginning Thursday, June 22, 2006. Bidders are cautioned that submitting a package without review or 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, July 18, 2006 @ 10:00 a.m. in the conference room of the Procurement Department. All questions must be submitted in writing to the office of the Procurement Department by fax at 706-821-2811 or by mail. The last day to submit questions is Friday, July 21, 2006 by 4:00 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.

It is the wish of the Owner that minority businesses are given the opportunity to submit on the various parts of the work. This desire on the part of the Owner is not intended to restrict or limit competitive bidding or to increase the cost of the work. The Owner supports a healthy free market system that seeks to include responsible businesses and provide ample opportunity for business growth and development.

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

Bidders will please note that the number of copies requested; all supporting documents including financial statements and references and such other attachments that may be required by the bid are material conditions of the package. Any package found incomplete or submitted late shall be rejected by the Procurement Office. Any bidder allegedly contending that he/she has been improperly disqualified from bidding due to an incomplete bid submission shall have the right to appeal to the appropriate committee of the Augusta Commission. Please mark bid number on the outside of the envelope.

Augusta has a Link Deposit program designed to provide loans to eligible local Small, Minority and Women Owned Businesses. For more information about this program contact the Office of the Disadvantage Business Enterprise at 706-821-2406

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle	June 22, 29, July 6, 13, 2006
Metro Courier	June 28, 2006

cc:	Tameka Allen	Interim Deputy Administrator
	Max Hicks	Utilities Department
	Wes Byne	Utilities Department
	Clifford Carey	CH2M Hill
	Yvonne Gentry	DBE

User: **Carerra, Betty** Organization: **City of Augusta, GA** [Logout](#) | [Help](#)

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Planholders List

Member Name City of Augusta, GA

Bid Number ITB-06-145-0-2006/PJM

Bid Name Roadway Improvements for Benson Road

**Number of Documents
for this bid** 1

5 Planholder(s) found.

[Add Planholder](#)

Supplier Name 	Phone	Fax	Doc Count	Attributes	Programs	Actions
Construction Journal, Ltd.	8007855165	8005817204	1			Documents
Delta Milling Company	3523268689	3527873476	1			Documents
ECOSCAPE CREATING LANDSCAPE SOLUTIONS	8136334300	8136330170	1	1. Small Business		Documents
Reed Construction Data	8009018687	8775633534	1			Documents
Total Traffic Inc.	7278489757	7274997951	1			Documents

Page 1 of 1

Format for Printing **No** 

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Yvonne Gentry
DBE Coordinator

TO: Geri Sams
Director, Procurement Department

Max Hicks
Director, Utilities Department

FROM: Yvonne Gentry, Coordinator
Disadvantaged Business Enterprise Department

SUBJECT: **DBE REVIEW AND APPROVAL OF RECOMMENDED DBE GOAL**
Bid Item #06-145 - Roadway Improvements for Benson Road

DATE: September 26, 2006

This memo is to transmit the review and concurrence of the recommended DBE Utilization goal of 4.3% for the above referenced project. The goal-setting methodology considered the following factors based on good faith efforts of the contractor:

- The project's total estimated cost is **\$2,339,655.45**.
- There is 4.3% value of the scope of work where **minority/women businesses** availability exists.
- There is 0% value of the scope of work where **small businesses** availability exists.
- There is 95.7% value of the scope where **local businesses** availability exists.

The contractor must prepare their proposed DBE Utilization Form submittal based on the total dollar value of their base bid. No further adjustments should be made.

The above recommendation is based on information provided at the time of review. If you have any questions, please feel free to contact me at (706) 821-2406.

YG:glw



**Engineering Services Committee Meeting
10/9/2006 1:30 PM
Condemnation - James E. Rowland III**

Department: County Attorney - Stephen E. Shepard, Attorney

Caption: Motion to authorize condemnation of a portion of Property #018-0-046-00-0 2842 Pineview Rd, which is owned by James E. Rowland, III for 3,394 sq. ft. of temporary easement area and 6,879 sq. ft. of permanent easement area. Public Works Project: Pointe West Subdivision Drainage Improvement Project.

Background: The appraised value of the temporary and permanent easement is \$3,024.00. The subject property owner is not willing or interested in participating in this project. In order to timely acquire access, condemnation will be necessary.

Analysis: Condemnation is required in order to acquire the easement area.

Financial Impact: The necessary costs will be covered by project budget.

Alternatives: Deny the authorization to condemn.

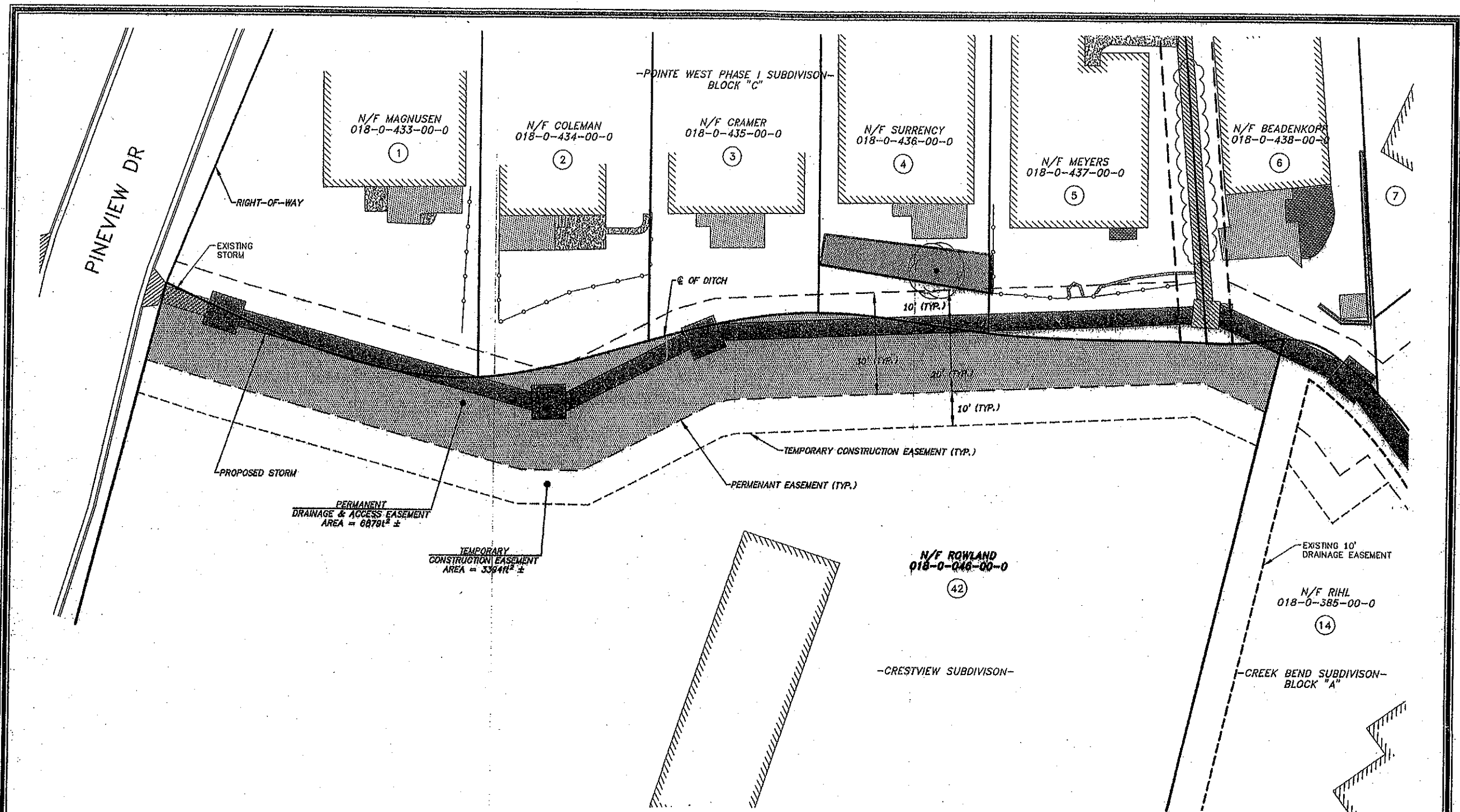
Recommendation: Approve the authorization to condemn.

Funds are Available in the Following Accounts: G/L - 324041110-5411120 J/L - 203823372-5411120

REVIEWED AND APPROVED BY:

Administrator.

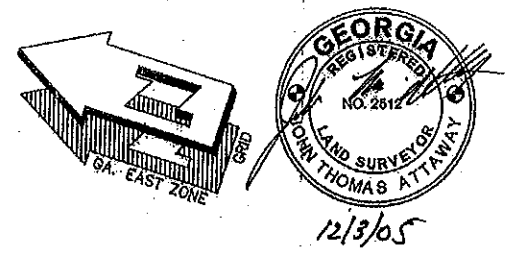
Clerk of Commission



THE EXISTENCE, ABSENCE, LOCATIONS, AND DEPTHS OF UTILITIES AND UNDERGROUND ITEMS HAVE BEEN DETERMINED BY ORDINARY SURVEYING METHODS FROM FIELD OBSERVATIONS AND FROM INFORMATION FURNISHED BY THE UTILITY COMPANIES, AND ARE NOT GUARANTEED.

- NOTES:**
- 1.) THE INFORMATION SHOWN HEREON WAS TAKEN FROM THE REFERENCES SHOWN OR COMPUTED THEREFROM. LIMITED FIELD SURVEYS HAVE BEEN UNDERTAKEN BY CRANSTON, ROBERTSON & WHITEHURST, P.C. TO LOCATE PROPERTY CORNERS.
 - 2.) PERMANENT DRAINAGE & ACCESS EASEMENT IS TO BE LOCATED ON PIPE AS CONSTRUCTED.

- REFERENCES:**
- 1.) PLAT OF CREEK BEND SUBDIVISION FOR ROY KROUSE, ET AL BY JAMES G. SWIFT & ASSOCIATES, DATED APRIL 2, 1897.
 - 2.) PLAT OF PHASE I POINTE WEST SUBDIVISION FOR WESTBROOK OF AUGUSTA, INC., BY BOBBY G. PRICE, DATED FEBRUARY 18, 1988.
 - 3.) PLAT OF LOT NO. 42 IN CRESTVIEW SUBDIVISION BY BILLY BEASLEY, DATED MARCH 28, 1963.
 - 4.) FIELD SURVEYS BY CRANSTON, ROBERTSON & WHITEHURST P.C., DATED APRIL 2004 & MAY 2004.



SUMMARY TABLE	
PERMANENT EASEMENT AREA	= 68791 [±] ± 0.16 AC ±
TEMPORARY EASEMENT AREA	= 33941 [±] ± 0.08 AC ±

COMPILED EASEMENT MAP FOR

AUGUSTA PUBLIC WORKS

SHOWING PROPOSED UTILITY EASEMENT ON A PORTION OF TAX MAP# 018-0-046-00-0 LOCATED IN THE 80TH SMD AUGUSTA, GEORGIA

SCALE: 1" = 20'

DECEMBER 3, 2005

Cranston, Robertson & Whitehurst, P.C.

402 ELLIS STREET AUGUSTA, GEORGIA 30903
 ENGINEERS PLANNERS SURVEYORS
 PH: (706) 722-1888 EMAIL: crwr@crwr.com FACSIMILE: (706) 722-0379



**Engineering Services Committee Meeting
10/9/2006 1:30 PM
Condemnation - Magnusen, Henry E. Jr.**

Department: County Attorney - Stephen E. Shepard, Attorney

Caption: Motion to authorize condemnation of a portion of Property #018-0-433-00-0 2957 Pointewest Dr, which is owned by Henry E. Magnusen, Jr. for 1,009 sq. ft. of permanent easement area. Public Works Project: Pointe West Subdivision Drainage Improvement Project.

Background: The appraised value of the permanent easement is \$2,018.00. The subject property owner is not willing or interested in participating in this project. In order to timely acquire access, condemnation will be necessary.

Analysis: Condemnation is required in order to acquire the easement area.

Financial Impact: The necessary costs will be covered by project budget.

Alternatives: Deny the authorization to condemn.

Recommendation: Approve the authorization to condemn.

Funds are Available in the Following Accounts: G/L - 324041110-5411120 J/L - 203823372-5411120

REVIEWED AND APPROVED BY:

**Administrator.
Clerk of Commission**

THE EXISTENCE, ABSENCE, LOCATIONS, AND DEPTHS OF UTILITIES AND UNDERGROUND ITEMS HAVE BEEN DETERMINED BY ORDINARY SURVEYING METHODS FROM FIELD OBSERVATIONS AND FROM INFORMATION FURNISHED BY THE UTILITY COMPANIES, AND ARE NOT GUARANTEED.

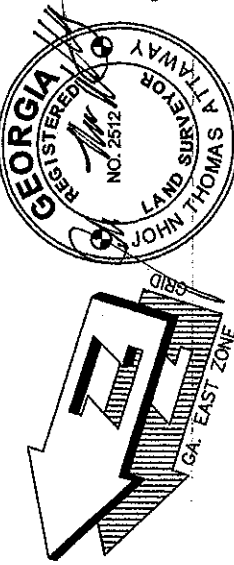
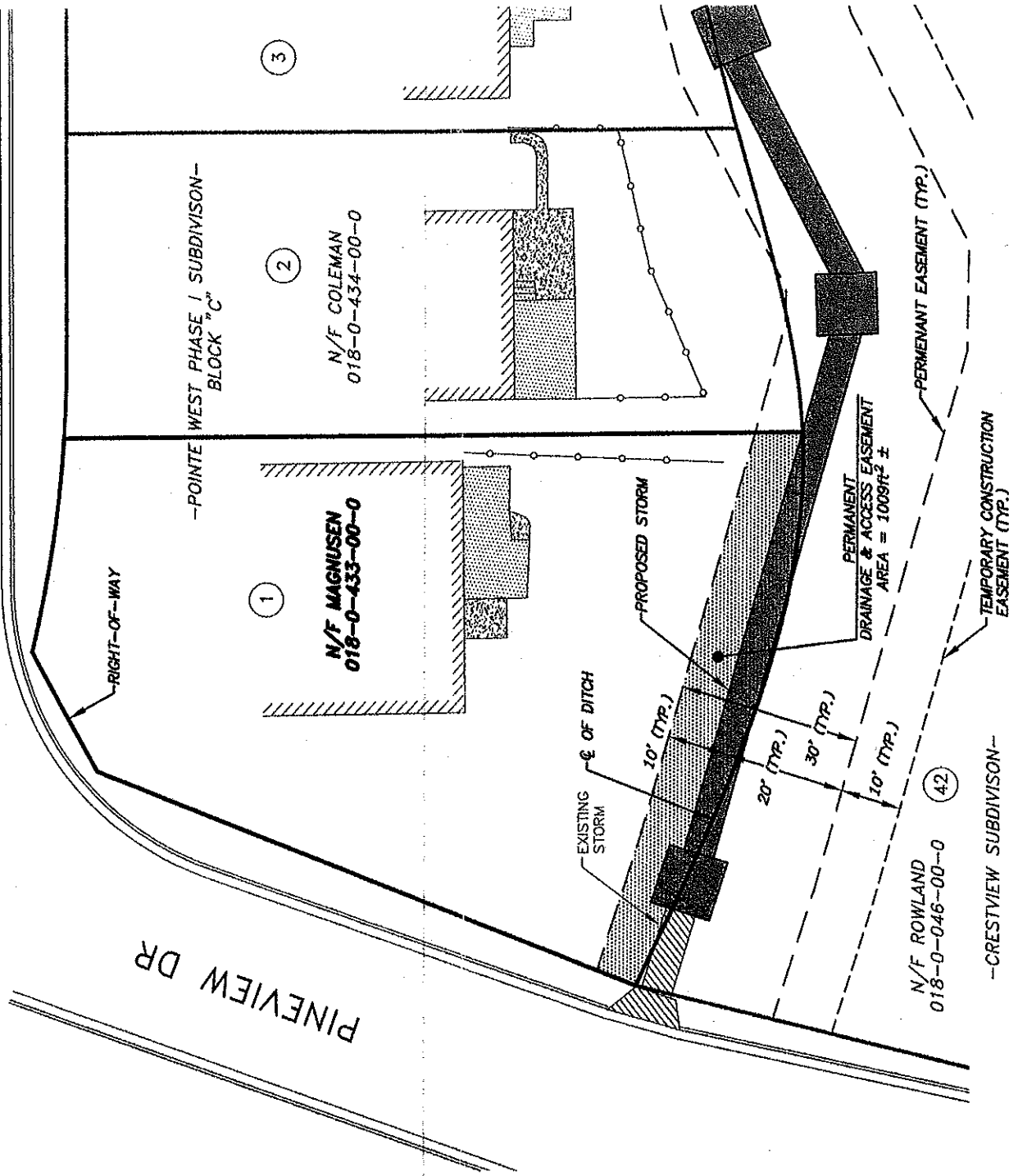
NOTES:

- 1.) THE INFORMATION SHOWN HEREON WAS TAKEN FROM THE REFERENCES SHOWN OR COMPUTED THEREFROM. LIMITED FIELD SURVEYS HAVE BEEN UNDERTAKEN BY CRANSTON, ROBERTSON & WHITEHURST, P.C. TO LOCATE PROPERTY CORNERS.
- 2.) PERMANENT DRAINAGE & ACCESS EASEMENT IS TO BE LOCATED ON PIPE AS CONSTRUCTED.

REFERENCES:

- 1.) PLAT OF PHASE 1 POINTE WEST SUBDIVISION FOR WESTBROOK OF AUGUSTA, INC., BY BOBBY G. PRICE, DATED FEBRUARY 19, 1998.
- 2.) PLAT OF LOT NO. 42 IN CRESTVIEW SUBDIVISION BY BILLY BEASLEY, DATED MARCH 28, 1963.
- 3.) FIELD SURVEYS BY CRANSTON, ROBERTSON & WHITEHURST P.C., DATED APRIL 2004 & MAY 2004.

POINTE WEST DR



COMPILED EASEMENT MAP FOR

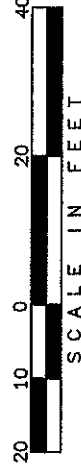
AUGUSTA PUBLIC WORKS

SHOWING PROPOSED UTILITY EASEMENT ON A PORTION OF
TAX MAP # 018-0-433-00-0 LOCATED IN THE 90th CMD
AUGUSTA, GEORGIA

12/4/05

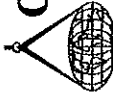
SCALE: 1" = 20'

DECEMBER 4, 2005



SUMMARY TABLE

PERMANENT EASEMENT AREA =	1009ft² ±
	0.02 AC ±



Cranston, Robertson & Whitehurst, P.C.

452 ELLIS STREET - P.O. DRAWER 2546 - AUGUSTA, GEORGIA 30903
ENGINEERS - PLANNERS - SURVEYORS
PH: (706) 722-1588 EMAIL: crw@crwp.com FACSIMILE: (706) 722-8379



**Engineering Services Committee Meeting
10/9/2006 1:30 PM
Condemnation - McKenzie, Alfred and Reoberta**

Department: County Attorney - Stephen E. Shepard, Attorney

Caption: Motion to authorize condemnation of a portion of Property #051-0-208-00-0 3926 Barrett Street, which is owned by the Alfred and Roberta McKenzie for 3,973 sq. ft. of permanent drainage, utility and maintenance easement, more or less. Public Works Project: Belair Hills Subdivision Improvement Project 324-04-203824335.

Background: The appraised value for the temporary and permanent easement is \$2,582.00. The subject property owner made a counteroffer of \$7,000.00, which is \$4,418.00 above the appraised value. In order to timely acquire access, condemnation will be necessary.

Analysis: Condemnation is required in order to acquire the easement.

Financial Impact: The necessary costs will be covered by project budget.

Alternatives: Deny the authorization to condemn.

Recommendation: Approve the authorization to condemn.

Funds are Available in the Following Accounts: G/L 324-04-1110-52.12122 J/L 201824117-52.121222

REVIEWED AND APPROVED BY:

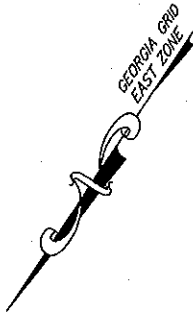
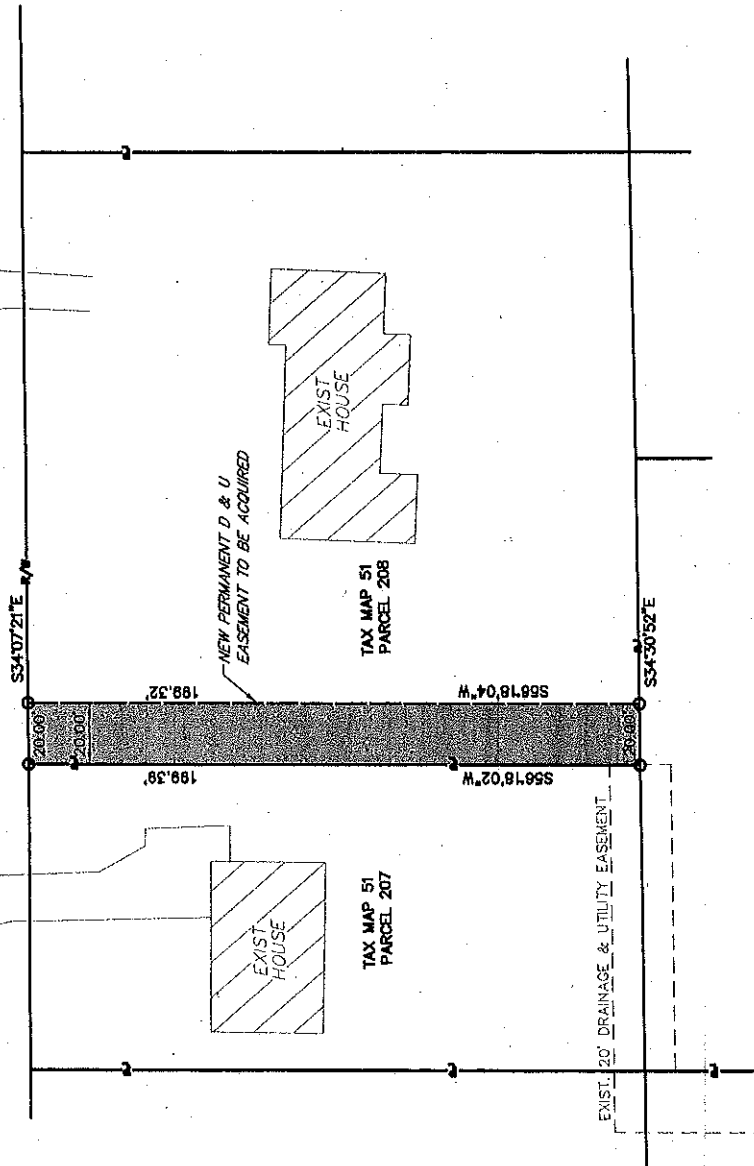
Administrator.

Clerk of Commission

PROPERTIES INFORMATION:

OWNER	TAX MAP	PARCEL	T.C.E. TO BE ACQUIRED	PERM. D. & U. EASEMENT TO BE ACQUIRED
ALFRED MCKENZIE	51	208	--	3,973 SQ. FT., 0.09 ACRES

BARRETT STREET

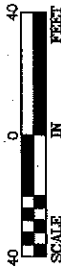


- COMPILED EASEMENT MAP FOR -

AUGUSTA-RICHMOND COUNTY COMMISSION

SHOWING PROPERTY LOCATED IN 90th G.M.D., IN AUGUSTA, GEORGIA.

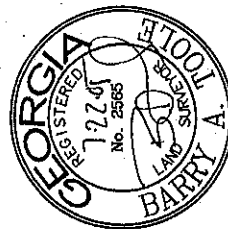
RICHMOND COUNTY, GEORGIA



JULY 22, 2005

NOTE: THIS EASEMENT MAP MAY NOT SHOW ALL EASEMENTS THAT ENCUMBER THIS PROPERTY.

	T.C.E.
	NEW PERM. D. & U. EASEMENT



Prepared By-

W. R. Toole Engineers, Inc.

349 Greene Street, Phone (706) 722-4114, Augusta, Georgia 30601

JOB # 03062P DMC

SHEET #13



**Engineering Services Committee Meeting
10/9/2006 1:30 PM
David Johnson**

Department: Clerk of Commission

Caption: Presentation by David Johnson, Sr. regarding mandatory trash service.

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:

Clerk of Commission

AGENDA ITEM REQUEST FORM**Commission/Committee: (Please check one)**

☐ Commission
☐ Public Services Committee
☐ Administrative Services Committee
☒ X Engineering Services Committee
☐ Finance Committee
☐ Public Safety Committee

10-9-06 10-03-06

Contact Information for Individual/Presenter Making the Request:

Name: David D. Johnson Sr.
Address: 2211 Killebrew Ave
Telephone Number: hm 706 771-9954 wk 706 731-0600
Fax Number: 706 731-0600
E-Mail Address: bigdog30919@yahoo.com

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

Being force to pay for trash Service.

I would like to know why I do not have rights in choices for my home, and why Augusta/Richmond County can make choices on a home that they are not paying for ???

I do not want the trash pick up service provided by Augusta/Richmond county.

I do want a choice in who I want for my trash service.

I do want a choice of whom I give my money to.

I know of home owners who are not forced into having to pay Augusta/Richmond County for trash services, because it is not on their tax bill.

Please send this request form to the following address:

Ms. Lena J. Bonner
Clerk of Commission
Room 806 Municipal Building
530 Greene Street
Augusta, GA 30911

Telephone Number: 706-821-1820
Fax Number: 706-821-1838
E-Mail Address: lbonner@augustaga.gov

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.

Commission meetings are held on the first and third Tuesdays of each month at 2:00 p.m.
Committee meetings are held on the second and last Mondays of each month from 12:30 to 3:30 p.m.



**Engineering Services Committee Meeting
10/9/2006 1:30 PM
Laney Walker Emergency Repair and Sewer Replacement**

Department: Utilities

Caption: Ratify and approve the actions of AUD to repair and replace the Laney Walker sanitary sewer main between Laney Walker Court and Lover's Lane through a change order to the existing Laney Walker Sewer Emergency Repair Project in the amount of \$330,000 for a total budget of \$465,500.

Background: The Laney Walker sewer line is an 18" concrete sewer line that was installed approximately forty years ago. This sewer line is located at a depth of 14 to 18 feet, and is parallel to the storm ditch which runs in the median of Laney Walker. This sanitary sewer line carries all of the industrial waste from Columbia Nitrogen Drive to the Second Street lift station. The industrial waste is such that it reacts in a negative manner with the concrete pipe causing the top portion to erode and fail. The sewer line failures ultimately manifest themselves into large holes from the pipe to the ground surface. AUD has a sewer project that is in the process of being advertised called the Industrial Force-Main. This project entails running a pressurized sewer line from Columbia Nitrogen Drive to the Messerly Wastewater Treatment Plant. It was the plan of AUD to get this sewer force-main in service to remove the industrial waste from the Laney Walker sewer line. After the industrial waste was removed the sewer line in Laney Walker was to be evaluated, repaired, and replaced with a much reduced sewer flow. The Laney Walker sewer line has begun failing sooner than was anticipated. Over the past year several point repairs have been performed to patch the failing line. Most recently a 1,900 foot section of the sewer line had four failures to become evident after a large rain event. Two of these failures are right against the roadway and undermining the concrete culvert and guardrail along Laney Walker. It was this latest set of failures that led AUD to begin emergency replacement of this 1,900 foot section of the sewer line. This work is in

progress. We anticipate completion by the end of October. The first emergency action was to setup bypass pumping around the 1,900 foot section of sewer line so that the contractor could begin his emergency repair work. AUD requested that Godwin Pumps mobilize and setup the bypass pumping so as to prevent potential groundwater contamination from the sanitary sewer as well as a possible sanitary sewer overflow.

Analysis: On June 7, 2005 the Commission approved a budget of \$250,000 for emergency repairs to the Laney Walker Sewer line. \$135,500 of this was for Blair Construction for various point repairs to the sewer line. This request seeks ratification for the current ongoing emergency repairs and to increase the budget for emergency repairs by Blair Construction in the amount of \$270,000 for a total to Blair Construction of \$405,500, and to create a budget for Godwin pumps in the amount of \$60,000 for two months of sanitary sewer bypass pumping for a total of \$465,500.

Financial Impact: Funds are available in the renewal extension fund 507043420-5425210 / 80500020-5425210 for a total budget increase of \$330,000.

Alternatives: None recommended.

Recommendation: It is recommended to Ratify and approve the actions of AUD to repair and replace the Laney Walker sanitary sewer main between Laney Walker Court and Lover's Lane through a change order to the existing Laney Walker Sewer Emergency Repair Project in the amount of \$330,000 for a total budget of \$465,500.

Funds are Available in the Following Accounts: 507043420-5425210 80500020-5425210

REVIEWED AND APPROVED BY:

**Finance.
Procurement.
Disadvantaged Business Enterprise.**

Administrator.
Clerk of Commission



Office of The Administrator

Frederick L. Russell, Administrator

Tameka Allen, Interim Deputy Administrator
Robert Leverett, Interim Deputy Administrator

Room 801 - Municipal Building
530 Greene Street - AUGUSTA, GA. 30911
(706) 821-2400 - FAX (706) 821-2819
www.augustaga.gov

June 7, 2005

Mr. Max Hicks
Utilities Director
360 Bay Street
Augusta, GA 30907

Dear Max:

The Augusta-Richmond County Commission, at their regular meeting held Tuesday, June 7, 2005 took action on the following items.

20. / Approved reclassifications in Utilities needed as a result of reorganization and additional
33. responsibilities. (Approved by the Administrative Services Committee May 31, 2005)
21. / Approved new positions in Utilities Department needed as a result of reorganization subject to
34. the inclusion of the revised reclassified positions from Customer Services Division.
(Approved by the Administrative Services Committee May 31, 2005)
31. Approved execution of an agreement with Wilma B. Chavous for an easement on Parcel 119-0-006-00-0 (Meadowbrook Drive). (Approved by the Engineering Services Committee May 31, 2005)
32. Authorized the Augusta Utilities Department to prepare pre-qualification packages and advertise "Request for Qualifications" through the Procurement Department for the James B. Messerly Water Pollution Control Plant (WPCP) Master Plan Implementation Phase 1 Project using the Construction Manager at Risk delivery method. (Approved by the Engineering Services Committee May 31, 2005)
35. Authorized execution of a contract with Parsons Water & Infrastructure, Inc. to provide Construction Manager at Risk Services for the Highland Ave. Water Treatment Plant Improvements Project in the amount of \$877,174.00. (Approved by the Engineering Services Committee May 31, 2005)
36. Authorized payment of invoice from Master Fabricators for repairs to #4 turbine spare runner to Master Fabricators in the amount of \$45,697.58. (Approved by the Engineering Services Committee May 31, 2005)
37. Authorized award and execution of a contract with Alpha Construction Co. for the emergency repairs of the Augusta Diversion Dam in the amount of \$345,444.00. (Approved by the Engineering Services Committee May 31, 2005)

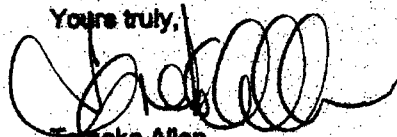
Mr. Max Hicks
June 7, 2005
Page 2

38.

Approved award of repair contract to the lowest responsive bidder and establish an emergency repair budget of \$250,000 for the Laney Walker Blvd. Sewer. (Approved by the Engineering Services Committee May 31, 2005)

If you have any questions, please contact me.

Yours truly,



Tameka Allen
Interim Deputy Administrator

cc: Ms. Brenda Byrd-Pelaez
Ms. Geri Sams
Mr. David Persaud
Ms. Donna Williams

06-07-05: #20 & 33, #21 & 34, #31, #32, #35 - #38



**Engineering Services Committee Meeting
10/9/2006 1:30 PM
Solid Waste Collections Software**

Department:	Solid Waste
Caption:	Award a contract to Commonwealth Data Communications, Inc for Landfill and Solid Waste Collections billing software in an amount not to exceed \$151,530.
Background:	The Solid Waste Department worked closely with the Commission to determine a defined path forward from the previous Solid Waste Collections contract. One item of contention was how to effectively perform billing functions for solid waste services. We evaluated using the water billing system, the tax collections, and independent billing. Due to a series of complications with the tax system as well as the water bill, it was agreed that direct billing would meet the needs for all involved.
Analysis:	The Solid Waste Department has worked with IT, the DBE Department and the Procurement Department through an RFP process in which multiple bidders were evaluated. Commonwealth was the bidder that best met the Solid Waste Department's requirements for scale, customer management, and billing software. This new system offers a variety of benefits to both the Landfill and Solid Waste Collections. First, let's address the benefits of the Landfill. It will allow us to integrate scale automation. This allows us to reduce human errors, as well as reduce line wait times for our customers. Second, it will improve our billing process by allowing us to automatically charge for volume based customers. Next, it allows us to track our "special waste" and automate the manifest tracking process. Fourth, it will allow us to run multiple sites, should the county ever have a second disposal site. Finally, it offers real time data and reporting on a significantly larger amount of data. The system will also allow a variety of options and functions for the Solid Waste Collections. It will allow the Solid Waste Department to internalize our services at a point in the future if so desired.

This system allows for the general billing functions in a variety of formats. It allows us to route customers via route sheets (if we want to internalize). Further, it allows us to log all customer issues by customer, as well as dispatch complaints to the appropriate company and/or persons. This creates a real time data base of contract performance. It allows Augusta to track its container inventory as well as track how much to pay each contractor, based on the contract. Additionally, it can be modified to achieve a pay as you go through program. In summary, this program allows both the Landfill and Solid Waste Collections to have a new and improved program offering enhanced functionality to what is currently offered. It provides long term flexibility for our ever improving programs.

Financial Impact: This contract has been broken down into two distinct phases. Phase one has a cost of \$81,530. It is for the billing software and getting us operational. Phase two is for additional functions that will improve production, functionality and customer service. It has an estimated cost of \$55,000. This will leave us \$15,000 for contingency in this project.

Alternatives: 1. Award a contract to Commonwealth Data Communications, Inc for Landfill and Solid Waste Collections billing software in an amount not to exceed \$151,530. 2. Change billing methodology and provide commission recommendation.

Recommendation: Alternative 1.

Funds are Available in the Following Accounts: 541-04-4210/54.24220

REVIEWED AND APPROVED BY:

**Procurement.
Disadvantaged Business Enterprise.
Information Technology.
Finance.
Administrator.
Clerk of Commission**

SOFTWARE LICENSE, IMPLEMENTATION, AND SUPPORT
AGREEMENT FOR INSIGHT SOFTWARE

SOFTWARE LICENSE, IMPLEMENTATION AND SUPPORT
AGREEMENT FOR INSIGHT SOFTWARE SYSTEM

THIS AGREEMENT is entered into this ____ day of _____, 2006 ("Effective Date"), between AUGUSTA, GA, a political subdivision of the state of Georgia, having offices at 530 Greene St, Augusta, GA 30911 (the "Customer"), and COMMONWEALTH DATA COMMUNICATIONS, INC. (d/b/a COMMONWEALTH SOLUTIONS), a Michigan corporation, having offices at 15447 Middlebelt, Livonia, Michigan, 48154.(the "Commonwealth").

I. GENERAL SCOPE/DEFINITIONS

Section 1.01. General Scope and Definition of the System. The principal subject matter of this Agreement relates to "Licensed Software" directed to administrative and general business functions for solid waste scale house operations and residential waste collection account management, including billing. The Licensed Software comprises part of a computer system configuration (the "System"), which includes the System Hardware (comprising, in part, the System Software) as defined in Section 1.03 of this Article I. Commonwealth will license the Licensed Software to the Customer. In accordance with the terms and conditions of this Agreement, Commonwealth shall also provide data conversion, training, installation/implementation and software support, in addition to other services as may be described elsewhere herein.

Section 1.02. Definition of User Documentation. "User Documentation" as used herein means all descriptive materials (whether in written, graphic or electronic format) identified under the corresponding heading in Schedule E, and all other user's manuals, system operation materials and similar documents provided by Commonwealth to the Customer with respect to the Licensed Software. The term "User Documentation" refers to descriptive materials, manuals and other materials and documents that exist separately from the Licensed Software and does not include help screens, on-screen instructions, and other such functions that are incorporated in and operate as part of the Licensed Software.

Section 1.03. Definition of Custom Programming. "Custom Programming" as used herein means the software customizations generally described in Schedule D, and which are required for modifying the Licensed Software so as to meet all functional descriptions and performance specifications set forth in this Agreement, as modified.

Section 1.04. Definition of Licensed Software. "Licensed Software" as used herein means the application software resulting from incorporating the Custom Programming with the Licensed Software as reflected in the Functional Specification, as modified. Individual components of the Licensed Software are referred to herein as "Modules" as listed in Schedule C.

Section 1.05. Definition of Enhancements. "Enhancements" as used herein means any additions, modifications, corrections, upgrades, new versions/releases or any other changes made to the Licensed Software by Commonwealth, or at the request of the Customer, (such as a correction for which Commonwealth provides materials to the Customer for installation of the correction by City personnel), during any period of this Agreement when Commonwealth is

providing software support services to the Customer under a valid Software Support Services Agreement between the Parties. The term “Software Changes” as defined in Section 6.02 shall be interpreted to include any Enhancements.

Section 1.06. Definition of System Acceptance Date. “System Acceptance Date” as used herein means the date of successful completion of the acceptance tests, as described in Article VIII.

Section 1.07. Definition of the Customer. The “Customer” as used herein means AUGUSTA, in addition to other entities which may be serviced in the future by AUGUSTA through use of the Licensed Software.

Section 1.08. Definitions of System Documents and Documentation. “System Documents” as used herein means the Functional Specification, as modified. System Documents include operating system manuals and other documentation of the Licensed Software provided by Commonwealth. “Documentation” as used herein means, collectively, the User Documentation and the System Documents.

Section 1.09. Definition of Go-Live. “Go-Live” shall be the date on which the software is expected to be first placed into operational use by the Customer. On this date, software is expected to operate per the system requirements in Schedule C. This date is also the beginning of the System Acceptance Testing period as described in Section VIII.

Section 1.10. Definition of Work. The “Work” as used herein means all activities, which are the responsibilities of Commonwealth and are associated with implementation of the Licensed Software, including development of Custom Programming, delivery, installation, data conversion, training and testing for the Licensed Software.

Section 1.11. Precedence of Written Materials. For purposes of interpreting the scope and meaning of any terms and conditions among the parties, the following documents may be considered, in descending order of precedence:

- (1) This Agreement;
- (2) The User Documentation.

Further, to the extent of any conflicts or inconsistencies between the main body of this Agreement and the attached Schedules, the main body of this Agreement shall be controlling.

II. SYSTEM HARDWARE

Section 2.01. General. The Customer shall acquire the requisite System Hardware from third parties, or the Customer may currently have components of the System Hardware in place at City facilities. Commonwealth shall have no responsibilities or liability whatsoever for purchase, license, installation, implementation, operation or ongoing maintenance for the System Hardware.

Section 2.02. Failure of City to Perform. Should the Customer fail to provide the requisite System Hardware, System software, Servers, Back-up Software or network hardware and

software that is necessary to support scheduled installation, training or “go-live” operations, Commonwealth shall not be required to perform any affected services until such items become available.

III. THE LICENSED SOFTWARE

Section 3.01. Grant of License. Commonwealth grants to the Customer a license of the Licensed Software that shall become effective upon delivery of the Licensed Software and shall continue unless terminated as provided herein. The Customer shall obtain this license of the Licensed Software and right to use the Licensed Software only after City acceptance of and full payment for the installed Licensed Software. The Customer shall install the Licensed Software in the following locations: Augusta Solid Waste Facility, 4330 Deans Bridge Rd, Augusta, GA. In support of the Customer’s use of the Licensed Software, the Customer can store the licensed Software’s machine readable instructions or data in, transmit it through and display it on machines associated with the sites and make one copy of the Software in machine-readable, object code form for nonproductive backup purposes only, provided that the media is identified as Commonwealth’s property.

IV. DOCUMENTATION

Section 4.01. Initial User Documentation. Commonwealth will promptly provide the Customer with the current version of the User Documentation. The parties understand that this version of the User Documentation will not include descriptions relating to the Custom Programming to be provided by Commonwealth in development of the Licensed Software. Thereafter, Commonwealth agrees to provide the Customer with User Documentation reflecting the Custom Programming no later than the delivery dates of related portions of the Licensed Software being provided by Commonwealth.

V. TRAINING

Section 5.01. Initial Training and Schedule. Commonwealth shall provide the Customer with instruction and training in the use and operation of the Licensed Software. Details relating to the training are set forth in Schedule G.

VI. HARDWARE MAINTENANCE/SOFTWARE SUPPORT

Section 6.01. Hardware Maintenance. The Customer shall be responsible for obtaining all requisite System Hardware maintenance, and Commonwealth shall have no responsibility whatsoever for any such maintenance.

Section 6.02. Definition of Software Changes. “Software Changes” as used herein mean any additions, modifications, corrections, upgrades, new Releases or any other changes made to the Licensed Software, by Commonwealth or at the request of the Customer, (such as a correction for which Commonwealth provides materials to the Customer for installation of the correction by City personnel). “Software Changes” shall include “Enhancements” as defined in Section 1.05.

Section 6.03. Definition of Principal Period of Support. The term “Principal Period of Support” as used herein shall mean the hours of 8:00 a.m. to 6:00 p.m. Eastern Time, Monday through Friday, excluding holidays observed by Commonwealth as determined annually, during which emergency support shall be available via pager.

Section 6.04. Services. Commonwealth shall provide the Customer with the “Software Support Services” described in Schedule A of this Agreement, for all Licensed Software commencing upon installation of the Software. Commonwealth shall provide the Software Support Services for the first year, beginning on the day of installation of the software.

Section 6.05. Support Fees. The “Annual Software Support Fees” are set forth in Schedule I.

VII. SCHEDULE OF EVENTS AND IMPLEMENTATION

Section 7.01. Schedule of Events. Commonwealth and the Customer shall implement the Licensed Software in accordance with the "Project/Implementation Plan" set forth in Schedule B, as may be modified by agreement between the parties.

Section 7.02. Scope of Services. As a general statement, Commonwealth shall develop and provide the Customer with Licensed Software which comprises the Licensed Software modified by the Custom Programming, so as to meet the requirements and specifications stated in this Agreement and the Functional Specifications (as described in Schedule C) and to function and operate in compliance with the specific requirements of all relevant statutes, regulations and rules of the State of Georgia and the Customer.

Section 7.03. Maintenance of Records. All records of Commonwealth or any subvendor or subcontractor relating to this Agreement and implementation of the Licensed Software shall be retained for three (3) years following the date of final payment or completion of any requisite audit, whichever is earlier.

Section 7.04. Delivery and Installation of Licensed Software. Commonwealth shall deliver, install and implement all Licensed Software as provided in this Agreement at the Customer's facilities. Commonwealth shall be exclusively responsible for the safety of its employees and those of its subvendors and subcontractors, and for compliance with federal, state, City and municipal safety requirements.

Section 7.05. Remedy for Breach of Obligations Regarding Implementation. In the event that Commonwealth fails to timely or properly maintain or perform its obligations with regard to the Project/Implementation Plan set forth in Schedule B, Commonwealth shall use their best efforts to return to conformance to the Project/Implementation Plan. In the event the cumulative total of delays in implementation, which need not be consecutive, exceeds sixty (60) days, Commonwealth shall be considered in material breach of this Agreement, and the Customer shall have a right to terminate this Agreement for cause, in whole or in part, in accordance with the terms and conditions of Article XII, or to exercise any other of its rights and remedies. The Customer's exercise of its option to designate the party required to perform certain tasks shall not affect or impair any of its other rights and remedies. Commonwealth shall have a right to terminate this Agreement for cause, in whole or in part, in accordance with the terms and

conditions of Article XII; namely non payment of fees according to fee schedule and distribution of Licensed Software or user documentation beyond the licensed users, installation on additional workstations without the express written permission of Commonwealth.

Commonwealth is contractually obligated to provide software and implementation support for this project and to satisfy the requirements found in Schedule C. Customer and Commonwealth consent to work conscientiously and cooperatively in order to achieve implementation by the established "Go Live" date as set forth in the Project Schedule attached as Schedule B. For each workday that implementation is delayed beyond the agreed-upon "Go-Live" date, Commonwealth agrees to pay Customer liquidated damages of \$100 per day provided that the delay in "Go Live" was not attributable any of the conditions described in Items A-C of this section. Customer agrees to submit to Commonwealth, in writing, any issues that may impact the "Go Live" that are believed to be Commonwealth's responsibility and may therefore increase the likelihood of a penalty being invoked. Customer shall identify these issues as soon as possible so that corrective action can be taken by Commonwealth. The penalty shall not apply under the following circumstances:

- A. The Go-Live date was extended or moved by mutual consent of Customer and Commonwealth. If the Go-Live date is extended or moved by written mutual consent of both parties, then penalties will accrue beginning on the new Go-Live date.
- B. Customer did not meet requirements or objectives required in order to facilitate Go-Live as scheduled (including failure to order equipment that was the Customer's responsibility to order, or failure to set up said equipment). Such failure by the Customer must be documented in writing by Commonwealth as soon as possible so that corrective action can be taken.
- C. Customer failed to notify Commonwealth of additional requirements which, when identified, impacted the Go Live date of the project. Such failure by the Customer must be documented in writing by Commonwealth by Commonwealth as soon as possible so that corrective action can be taken.

If said penalties are enacted, all penalties will become due and payable upon failure to meet the Go-Live date and shall accrue until paid in full. Additional services and/or licenses may be accepted as payment provided that this type of restitution is acceptable to the Customer.

Section 7.06. Custom Programming. Commonwealth agrees to undertake all of the duties and obligations set forth in Schedule D with respect to development of Custom Programming, subject to scheduling and administrative and/or commission approval as sought by Customer. These activities shall be undertaken in accordance with the time frames also set forth in Schedule B where applicable.

VIII. ACCEPTANCE TESTING PROCEDURES

Section 8.01. General Scope. Commonwealth shall perform the Work in accordance with the scheduled dates set forth in the Project/Implementation Plan (Schedule B).

Section 8.02. System Acceptance Test. Following successful completion of installation, a "System Acceptance Test" shall be performed with respect to the entirety of the Licensed

Software. The System Acceptance Test shall be performed so as to determine that all of the Licensed Software operating as an integral system performs in accordance with all detailed specifications and functional descriptions set forth in this Agreement and the Functional Specifications. During the System Acceptance Test, the Customer shall have the right to use the Licensed Software with live data. The System Acceptance Test shall be completed within an initial period of 60 days following initiation of the same, which will commence in not more than sixty (60) days following the successful installation of Licensed Software. If more than 60 days elapses after Commonwealth installs and there are no written notification of errors or failures the software will be deemed accepted. This sixty (60) day clock would pause as Commonwealth is informed of errors or failures and while Commonwealth staff work to correct them.

Section 8.03. Acceptance Testing. The Customer recognizes that during System Acceptance Testing, there will be errors, which will be discovered and corrected by Commonwealth. This process of identification of issues and the request by the Customer for modifications to existing formats or layouts is a natural process during the installation, testing, training, “go-live”, acceptance and post-implementation support phases. Commonwealth is required to provide the Licensed Software, as agreed to be modified, in operational condition and ready for recordings. Should a situation occur wherein the modifications are incomplete or that other operational features of the Licensed Software preclude the Customer from performing the complete recordation process, including the performance of every software module, the Customer may suspend the testing. If such suspension occurs, the Customer shall provide Commonwealth with written notice and physical evidence of the errors or operational failures, which must be corrected before the system can be accepted. Commonwealth shall thereafter undertake its best efforts to correct such errors and failures as soon as possible. Upon correction of the same, Commonwealth shall immediately notify the Customer of completion of corrections, and a second System Acceptance Testing shall occur, with a completion date for such test period extended by the period of time required for corrections. However, if the period of time required for corrections of errors or failures identified by the Customer in a single notice exceeds fourteen (14) days, or if the total period of time required for interim correction of all errors or failures occurring during the test period exceeds sixty (60) days, the Customer may terminate all or a portion of this Agreement for cause in accordance with the terms of this Agreement, except that Commonwealth shall not be entitled to any additional time to correct or cure any errors or failures as may be provided by other sections. Notwithstanding any of the foregoing, in no event shall the Customer have less than sixty (60) days following completion of any corrections by Commonwealth to test any such corrections.

Section 8.04. Nonacceptance. Failure of the Licensed Software to successfully complete the System Acceptance Testing described in 8.03 without the occurrence of errors or failures reported in writing to Commonwealth by City shall entitle the Customer, at its option, to terminate all or a portion of this Agreement for cause in accordance with the terms of this Agreement, except that Commonwealth shall not be entitled to any additional time to correct or cure any errors or failures as may be provided by other sections. Failure of the Customer to notify Commonwealth of nonacceptance within ten (10) days following completion of the second System Acceptance Test period shall be deemed a successful completion of the System Acceptance Test. In the event that the Customer exercises its option to terminate this Agreement under this Section and upon payment of the refund by Commonwealth, the Customer shall return, purge or permanently destroy all Licensed Software Modules (and Copies thereof) within

twenty (20) days following payment of the refund, except for backup copies which shall be returned, purged or permanently destroyed within ninety (90) days.

IX. PAYMENTS/SCHEDULE

Section 9.01. System Prices. In consideration for the licensing and implementation of the Licensed Software, and other duties and obligations of Commonwealth as set forth herein, the Customer agrees to pay to Commonwealth the amounts set forth in Schedule J, in accordance with the payment schedules also set forth in Schedule H.

X. COVENANTS, REPRESENTATIONS AND WARRANTIES OF COMMONWEALTH

Section 10.01. Warranty of Rights. Commonwealth warrants that it is a corporation in good standing under the laws of the state of Michigan, that it is authorized to enter into this Agreement under the terms and conditions hereof and neither this Agreement nor the performance thereof is, or will be, in violation of any agreement to which Commonwealth is a party or by which it is bound.

Commonwealth warrants that it has the legal right to grant the license and perform the services required by this Agreement. Commonwealth further warrants that the Licensed Software and User Documentation shall be free and clear of any and all liens and encumbrances, except those normally incurred during the normal course of business (securing standard business lines of credit, etc.) which do not impair the Customer's right to exercise its license and use the Licensed Software and User Documentation. During the time when the Customer shall have the right to use the Licensed Software and User Documentation under this Agreement, Commonwealth warrants that any such licenses and rights in the Licensed Software and User Documentation which may be necessary shall be maintained in full effect or that any such licenses or rights will be obtained from any other party as may be necessary. Commonwealth agrees to indemnify and hold the Customer including, but not limited to, its elected and appointed public officials, and City employees, harmless from and against any loss, cost, liability and expense (including reasonable counsel fees and expenses) arising out of any breach or claimed breach of these warranties, in addition to the indemnification provided in Section 10.06 and 10.07.

Section 10.02. Software Warranty. Commonwealth hereby warrants that the Licensed Software shall perform in accordance with the performance specifications and functional specifications set forth in this Agreement. Commonwealth warrants that the Licensed Software shall function and operate in compliance with all Georgia state statutes and regulations affecting operations of the Customer at the time of Installation and during the term of any Software Support Services Agreement.

Section 10.03. Compliance with Laws. Commonwealth shall comply with all local, state and federal laws, ordinances, codes and regulations. Commonwealth shall be responsible for all reports, payments and withholdings required by federal, state, municipal and City law with respect to social security, worker's compensation, employee income and other taxes. Commonwealth shall indemnify, defend and hold the Customer and its elected and appointed

officers, employees and agents harmless from any liability that they may incur as a result of any failure of Commonwealth to comply with this Section 10.03.

Section 10.04. General Indemnification. Commonwealth shall, at its own expense, indemnify, defend and hold harmless the Customer, and its elected and appointed officers, employees and agents against any liability, claims, causes of action for injury or death for persons or damage to property that they may incur as a result of any negligent acts, errors or omissions, or intentional or willful misconduct on the part of Commonwealth, its subvendors or subcontractors, or any of Commonwealth's or its subvendors' or subcontractors' officers, employees, or agents which may arise out of the performance of any of this Agreement. Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against either the Customer or Commonwealth.

Commonwealth's indemnification responsibility shall include the sum of damages, costs, attorney's fees and expenses which are in excess of the sum paid out on behalf of or reimbursed to the Customer or its elected and appointed officers, employees or agents by the insurance coverage obtained and/or maintained by Commonwealth pursuant to the requirements of this Agreement.

Section 10.05. Proprietary Rights Indemnification. At its own expense, Commonwealth shall indemnify, defend and hold harmless the Customer, including, but not limited to its elected and appointed public officials, and City employees, against any claim or alleged claim that the Licensed Software, the User Documentation or any part thereof furnished under this Agreement infringes a United States patent or copyright, constitutes misuse or misappropriation of a trade secret, or otherwise violates any ownership, proprietary, contractual or legal rights of a third party; provided, however, that Commonwealth is given notice in writing of the claim or alleged claim, and is given authority and information required for the defense of the same. The costs of any suit or damages for which the Customer is liable that are attributable to the claim shall be borne by Commonwealth, and Commonwealth shall have the right to manage the defense of such suits as it sees fit.

Section 10.06. Remedies for Proprietary Rights Infringement. If the Licensed Software, the User Documentation or any part of the software or documentation furnished under this Agreement is likely to or does become the subject of a claim of infringement of a United States patent or copyright, misuse or misappropriation of a trade secret, or any other violation of any ownership, proprietary, contractual or legal rights of a third party, Commonwealth shall, at its own expense, undertake one of the following:

- (1) Obtain the right for the Customer to continue use of the Licensed Software or User Documentation;
- (2) Modify or furnish a substitute for the alleged infringing Licensed Software or User Documentation;

Any replacement Licensed Software or User Documentation substituted under the second option set forth in subparagraph (b) shall be acceptable to the Customer (acceptance shall not be unreasonably withheld). All options are subject to prior written approval by the Customer; provided, however, that no prior approval or concurrence by the Customer shall be required if

use or possession of the Licensed Software or User Documentation has been permanently enjoined by a court of competent jurisdiction in Michigan. In the event that Commonwealth is not able or willing to obtain the necessary rights for use of the Licensed Software or User Documentation or to provide acceptable substitute Licensed Software or User Documentation, Commonwealth shall be required to refund the license fees paid by the Customer. In addition to receiving any refund of fees, the Customer shall be entitled to exercise any other of its rights or remedies.

Commonwealth shall not have any liability to the Customer for any claim that is caused by use of the Licensed Software or part thereof in any manner for which it was not designed, or by modifications to the Licensed Software by the Customer, without Commonwealth's prior approval. Nothing in this Section shall relieve Commonwealth of any of its duties to indemnify the Customer as provided in this Agreement.

Section 10.07. Georgia Open Records Act. Licensee acknowledges that this Agreement and certain documentation may be subject to the Georgia Open Records Act (O.C.G.A. § 50-18-70, et seq.) Commonwealth shall cooperate fully in responding to such request and shall make all records, not exempt, available for inspection and copying as required by law. Commonwealth shall clearly mark any information provided to Licensee which Commonwealth contends is Proprietary Information. Commonwealth shall notify Licensee immediately of any Open Records request arising out of this contract and shall provide to Licensee a copy of any response to the same.

XI. TERM/TERMINATION

Section 11.01. Term. The term of this Agreement shall commence upon the Effective Date and shall continue until terminated in accordance with the provisions set forth in this Agreement.

Commonwealth shall have sole and exclusive ownership of all rights, title and interest in the Licensed Software and all modifications and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), subject only to the rights and privileges expressly granted to City herein by Commonwealth. This Agreement does not provide the Customer with title or ownership of the Licensed Software, but only a right of limited use. City must keep the Licensed Software free and clear of all claims, liens, and encumbrances. City may not use, copy, modify, or distribute the Licensed Software (electronically or otherwise), or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized by Commonwealth. City may not reverse assemble, reverse compile, or otherwise translate the Licensed Software. City's rights may not be transferred, leased, assigned, or sublicensed except for a transfer of the Licensed Software in its entirety to (1) a successor in interest of City's entire business who assumes the obligations of this Agreement or (2) any other party who is reasonably acceptable to Commonwealth, enters into a substitute version of this Agreement, and pays an administrative fee intended to cover attendant costs. No service bureau work, multiple-user license, or time-sharing arrangement is permitted, except as expressly authorized by Commonwealth. The Customer may not install the Licensed Software on any other computer system or use it at any other location without Commonwealth's express authorization obtained in advance (which will not be unreasonably withheld); provided that City may transfer the Licensed Software to another computer if the computer using the Software is inoperable. If City uses, copies, or modifies the

Licensed Software or if the Customer transfers possession of any copy, adaptation, transcription, or merged portion of the Licensed Software to any other party in any way not expressly authorized by Commonwealth, City's license is automatically terminated. Upon termination of this Agreement all rights granted to City will terminate and revert to Commonwealth. Promptly upon termination of this Agreement for any reason or upon discontinuance or abandonment of City's possession or use of the Licensed Software, the Customer must return or destroy as requested by Commonwealth all copies of the Licensed Software in City's possession (whether modified or unmodified), and all other materials pertaining to the Licensed Software (including all copies thereof). The Customer agrees to certify compliance with such restrictions upon Commonwealth's request.

Section 11.02. Termination by the Customer Without Cause. Notwithstanding any of the provisions of this Agreement to the contrary, the Customer may terminate this Agreement, without cause, at any time upon at least thirty (30) days prior written notice to Commonwealth. Upon receipt of such notice of termination without cause, Commonwealth will cease all work activities as soon as reasonably feasible or as directed by the Customer. Further, Commonwealth shall receive payment for all services rendered by Commonwealth up to date of Commonwealth ceasing work activities; subject, however, to the condition that Commonwealth provides reasonable documentation (in writing) describing the services rendered, including such itemized billing setting forth time, materials, labor, subcontractor and other invoices, and any other documentation necessary for the Customer to identify the extent and progress of services and expenses attributable to specific tasks and deliverables required. Commonwealth shall receive payment for such services in accordance with the rates set forth in Schedule J for time and materials activities, except that Commonwealth shall not receive payment on a time and materials basis for any services that were previously paid on a fixed fee basis, and, in no event, shall the total payments to Commonwealth exceed the amounts stated in Schedule H.

Section 11.03. Termination for Cause. In the event Commonwealth does not satisfactorily deliver or complete the installation and implementation of the Licensed Software or provide training or support services in accordance with the terms of this Agreement and the specifications set forth herein and in the Documentation, or if Commonwealth materially breaches any terms, conditions, warranties or representations set forth in this Agreement or the Documentation, the Customer may, at its option, notify Commonwealth of the Customer's intention to terminate this Agreement. The written notice shall inform Commonwealth of the reasons for the proposed termination and describe the problems or deficiencies that must be corrected. Except as provided elsewhere in this Agreement, Commonwealth shall thereafter have thirty (30) days from receipt of the notice to take such action as is necessary to fully comply with its duties and obligations which the Customer has notified them that they are in breach of under this Agreement. In the event Commonwealth does not fully comply with all of its duties and obligations under the Agreement as notified by the Customer by the end of the thirty (30) day period, the Customer may, without further notice, terminate this Agreement.

Section 11.04. Optional Remedy Upon Termination Prior to Complete Acceptance. If the Customer terminates the Agreement for cause prior to the System Acceptance Date, based upon Commonwealth's failure to deliver the Licensed Software or otherwise meet the scheduled delivery, installation or implementation dates, the failure of the Licensed Software to pass acceptance tests, or for any other material breach of this Agreement by Commonwealth prior to the System Acceptance Date, the Customer may, at its sole option and discretion, elect to terminate this Agreement with respect to the entirety of the Licensed Software and to receive a

refund from Commonwealth of all License Fees monies theretofore paid to Commonwealth by the Customer in accordance with the terms and conditions of this Agreement. In the event that the Customer exercises its option to terminate this Agreement under this Section and upon payment of the refund by Commonwealth, the Customer shall return, purge or permanently destroy all Licensed Software (and copies thereof) within twenty (20) days following payment of the refund, except for backup copies which shall be returned, purged or permanently destroyed within 90 days. The Customer may retain all data files.

Section 11.05. Rights Upon Termination After Acceptance. In the event of termination of this Agreement by the Customer after Acceptance and without cause under Section 11.02 or termination by the Customer with cause under Section 11.03 (except if the Customer exercises its optional remedy under Section 11.04), termination by the Customer under Section 11.06, or termination as permitted under any other provision of this Agreement or as permitted by law, the Customer shall have the right to continue use of the Licensed Software and User Documentation as authorized by the license granted to it by Commonwealth in Section 3.01. All license rights subsequent to termination after acceptance revert to Commonwealth.

In the event of a termination of this Agreement by the Customer for any reason, whether with or without cause, the Customer shall have the right, by itself or by contracting with any other persons or entities, to complete the development, implementation and installation of the Licensed Software, to provide training and support services, and to perform any of the activities, services or operations that may have performed under this Agreement if it had not been terminated. In no event shall the Customer or any other persons or entities use or modify the source code or reverse engineer object code for the Licensed Software.

Section 11.06. Termination Relating to Labor-Related Activities. The Customer may terminate this Agreement upon fifteen (15) days notice, if Commonwealth or a contractor, manufacturer or supplier of Commonwealth subsequently appears in the register compiled pursuant to Section 2 of Public Act 278 of 1980, which prohibits the Customer from entering into contracts with certain employers who engage in unfair labor practices; to prohibit those employers from entering into certain contracts with others; to provide for the compilation and distribution of a register of those employers; and to provide for voiding of certain contracts. This right of the Customer to terminate this Agreement in its entirety under this Section 11.06, and notice provisions herein, shall apply notwithstanding any other terms and conditions in this Agreement to the contrary.

XII. MISCELLANEOUS PROVISIONS

Section 12.01. Civil Rights Compliance. As required by the Elliott-Larsen Civil Rights Act, Commonwealth and its subcontractors shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight or marital status. Breach of this covenant shall be regarded as a material breach of this Agreement, and this Agreement may be terminated upon notification from the Michigan Civil Rights Commission as provided by Section 605(4) of the Elliott-Larsen Civil Rights Act.

Section 12.02. Source Code Protection. Commonwealth is the owner of proprietary software. For all Licensed Software provided by Commonwealth as the owner of such proprietary software, Commonwealth shall have available its most current recent release of the source code and related User Documentation. Commonwealth will agree that should any action occur that prevents them from providing service or maintenance on the Licensed Software, they will immediately deliver to the Customer a copy of all Source Code.

Events Entitling City to Source Code: In no event shall City be entitled to the delivery of any materials being held by Commonwealth for the Source Code until after City shall have paid to Commonwealth the entire license fee specified in the License Agreement. After City has paid the entire license fee specified in the License Agreement, City shall be entitled to the delivery of all materials being held by Commonwealth for the Source Code and shall acquire a non-exclusive right thereto for the purposes hereinafter set forth upon the occurrence of one or more of the following events:

- A. Upon filing of a petition in bankruptcy or insolvency by or against Commonwealth, which if filed against Commonwealth shall not have been dismissed within 60 days thereafter, or upon the institution of any proceedings for the liquidation or winding up of Commonwealth's business without a successor to the business, or
- B. In the event of Commonwealth's failure or refusal to provide maintenance service for the Software to City in a reasonably timely basis in breach of a contractual or warranty obligation to City.

Upon delivery of the information and documentation to City in accordance with this Agreement, City shall have the irrevocable right to use such information and documentation for any purpose reasonably necessary to provide for the continued maintenance and enhancement of the software furnished by Commonwealth solely for use by City and otherwise subject to all the terms and provisions of the License Agreement.

Section 12.03. Applicable Laws and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. All claims, disputes and other matters in question between Licensee and Hansen arising out of, or relating to, this Agreement, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. Hansen, by executing this Agreement, specifically consents to venue and jurisdiction in Richmond County, Georgia and waives any right to contest jurisdiction and venue in said Court.

Section 12.04. Severability. In the event any one or more of the provisions contained in this Agreement or any application thereof shall be deemed invalid, illegal or unenforceable in any respect, the offending portions of such provisions, construed as narrowly as possible, shall be deemed stricken here from and the validity, legality and enforceability of the remaining provisions contained herein and any other applications thereof shall not in any way be affected or impaired thereby.

Section 12.05. Force Majeure. No party shall incur any liability to the other parties on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement, where such delay or failure is caused, in whole or in part, by events, occurrences or causes beyond the reasonable control of the parties.

Section 12.06. Assignment. Neither this Agreement, nor any rights hereunder may be assigned or otherwise transferred by Commonwealth, in whole or in part, whether voluntary or by operation of law, including any merger or consolidation, without the prior written consent of the Customer, which consent shall not be unreasonably withheld.

Section 12.07. Notices. All notices required by the terms and conditions of this Agreement shall be in writing, addressed as follows:

Augusta

Tameka Allen, IT Director
530 Greene Street, A-101
Augusta, GA 30911
T: 706.821.2522
F: 706.821.2530

Copies to:
Fred Russell, City Administrator
530 Greene Street, Room 801
Augusta, GA 30911
T: 706.821.2400

Mark Johnson, Solid Waste Director
4339 Deans Bridge Rd
Augusta, GA 30906
T: 706.592.3200
F: 706.592.1658

Commonwealth

COMMONWEALTH
15447 Middlebelt
Livonia, Michigan 48154

Any notice required or permitted under this Agreement may be transmitted by facsimile, hand delivery or mailed to the parties at their respective addresses set forth in this Section 12.07, or to such other addresses as a party may substitute by written notice. Any such notice transmitted by facsimile or hand delivery shall be deemed to have been given one (1) day following transmittal, and any mailed notice shall be deemed to have been given three (3) days following the date of posting by Certified Mail, Return Receipt Requested.

Section 12.08. Waiver. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by another party, whether express or implied, shall not constitute a consent to or waiver of any different or subsequent breach.

Section 12.09. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to its subject matter, and there are no promises, conditions or representations made by any party, except as expressly set forth therein, and in the Documentation. This Agreement may be modified or amended only by written instrument executed by authorized representatives of the Customer and Commonwealth. No term, provision or condition of any purchase order or invoice which the Customer or Commonwealth may use in connection with the Licensed Software or any related matters shall have any effect on the rights, duties or obligations of the Customer or Commonwealth in accordance with this Agreement.

Section 12.10. Successors Bound. The terms and conditions of this Agreement shall extend to and inure to the benefit of and be binding on the respective successors and permitted assigns of the Customer and Commonwealth.

Section 12.11. Assignment. Commonwealth shall not assign its duties or obligations under this Agreement without the prior written consent of the Customer.

Section 12.12. Performance Bond. Prior to the making of this contract, Commonwealth shall have obtained a performance bond in the amount of \$82,000 (Eighty-Two Thousand Dollars). Proof of the acquisition of the bond shall be provided to the Licensee and attached to the contract as Schedule L.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement as of the Effective Date set forth at the outset hereof.

AUGUSTA

Date: _____

By: _____

Its: Mayor, City of Augusta

Attest: _____

COMMONWEALTH

Date: _____

By: _____

Its: _____

SCHEDULE A

SOFTWARE SUPPORT SERVICES

Section A1: General Services. Commonwealth shall furnish the Customer with the following Software Support Services, provided the programs must be used with the version or release of the operating system recommended by Commonwealth; and Commonwealth will supply telephone assistance to the Customer representatives; the Customer Systems Administrator, the Customer Financial Analyst, and or other party(ies) designated by the Customer; during City's normal business working hours, from Commonwealth's designated office location, during Commonwealth's "Principal Period of Support", meaning the hours of 8:00 a.m. to 6:00 p.m. Eastern Time, Monday through Friday, excluding holidays observed by Commonwealth as determined annually, and communicated to the Customer at the beginning of each year. This telephone assistance will consist of the Commonwealth using its best effort to provide:

1. Explanation of functions and features of the Software;
2. Clarification of documentation pertaining to the Software
3. Guidance in the operation of the Software; and
4. Error analysis and correction in accordance with paragraph A4.1, if correction can be made by telephone.

Section A2: Software Updates.

1. Commonwealth shall, if and when it deems necessary, provide the Customer with updates for the Software reflecting improvements made to the Software.
2. Commonwealth shall make available to the Customer all releases developed by Commonwealth for the Licensed Software as well as updates to the User Documentation reflecting such new releases, provided Customer is a client in good standing, having paid current year's annual support fees.
3. For all new releases acquired by the Customer as described herein, and for any other of the Software Changes made by Commonwealth, the same shall be made available to the Customer in a timely manner as developed and debugged by Commonwealth. However, the same shall be provided to the Customer no later than ninety (90) days following completion of debugging. Commonwealth shall simultaneously provide updates to the User Documentation reflecting any such Software Changes. Should the Customer desire to implement the Software Changes, Commonwealth shall provide instructions, media, telephone support, and conversion utilities for installation and implementation of the Software Changes. However, if the Customer requests installation assistance at the Customer's facilities, Commonwealth shall provide such assistance on a time and materials basis, in addition to reasonable travel and living expenses (in accordance with the Customer's then current policies). Such installation fees and expenses shall be in addition to the Annual Software Support Fees, but shall be in accordance with the rates set forth in this Agreement.

Section A3: Services Beyond Standard Support. The Commonwealth help desk shall be the primary means of communication between the Customer and Commonwealth regarding the Licensed Software. Necessary resources shall be allocated to resolve each reported issue. Commonwealth shall have a comprehensive escalation procedure in place to ensure that all calls are handled in an expeditious manner.

1. After the documentation described in Schedule E is provided to the Customer, the telephone service described above is not to be used for educational purposes. If Commonwealth determines that the telephone assistance is being used for educational purposes, the Customer shall pay to Commonwealth the then current standard charges for educational services.
2. As and when reasonably requested by the Customer, Commonwealth may provide additional technical support (beyond the Software Support Services described in this Agreement), additional modifications to the Licensed Software and other related services. Examples of additional technical support may include, but not be limited to, setting up user accounts, setting up printer queues, performing file conversions, system maintenance (defragmenting the disk, system fine-tuning, etc.) and operating system training. Additional services associated with modification of the Licensed Software may include, but not be limited to requirements analysis, preparation of functional and programming specifications, software development, testing, documentation, installation and training (beyond the implementation services with Commonwealth will be required to perform pursuant to the terms and conditions of this Agreement). Commonwealth shall provide an estimate of costs prior to performing any of the requested services. To the extent that any of the foregoing services are requested by the Customer, Commonwealth agrees to enter into good faith negotiations directed to performance of such services, in accordance with the service fee rates set forth in this Agreement.

Section A4: Software Errors and Defects.

1. If the Customer suspects that a defect exists in the Software, the Customer shall notify Commonwealth in writing of its suspicions. This notification shall comprehensively describe the nature of the suspected defect and provide details of the circumstances of its occurrence. Upon receipt of the Customer's notice, Commonwealth shall use its best efforts to confirm the existence of the defect. If the Commonwealth confirms the existence of the defect, Commonwealth shall correct it as part of its obligations under this Agreement.
2. To the extent required for Commonwealth to timely correct Licensed Software errors or defects, Commonwealth support personnel shall be available for on-site visitations, as required. On-site visits are subject to the following parameters:
 - A. Provided that the error or defect is inherent to the software and is not the fault of the Customer, any such on-site visitations to correct Licensed Software errors or defects shall be undertaken by Commonwealth at no additional cost to the Customer.
 - B. Provided that the error or defect is not inherent to the software and is the fault of the Customer, any such on-site visitations to correct Licensed Software errors or defects shall be undertaken by Commonwealth at no additional cost to the Customer, beyond the Travel/Mileage, Daily Food Per Diem, Reasonable-Lodging charges described in Schedule J.

Section A5: Commonwealth Support Process and Conditions.

1. The following is the process that is required in order to initiate Support:
 - A. Calls, email, or fax goes to the Support Center in Livonia, Michigan where they are logged and prioritized with the following priorities:
 - 1) Priority 1: Mission critical/System down
 - 2) Priority 2: Urgent fix needed/workaround in place
 - 3) Priority 3: Desire for report or additional functionality
2. Commonwealth team will respond within four (4) hours to a Priority 1 during normal business hours 8am – 6pm Monday-Friday, excluding holidays. After the question is answered or the problem resolved, a support analyst will call the Customer back to determine if the problem is solved. Commonwealth connectivity to Augusta servers will be governed according to *Schedule K: Augusta Information Technology Third-Party Vendor Access Agreement*.
3. A phone number will be provided by Commonwealth to provide for emergency services during the normal business hours of our operation Monday – Saturday 8:00am – 6:00pm (Eastern time).
4. Following notification by the Customer to Commonwealth of any software problems associated with the Licensed Software, Commonwealth shall promptly undertake those efforts necessary to correct the problem. Commonwealth shall provide the Customer with a way to work around the problem, which is acceptable to the Customer, until such time as a correction can be reasonably implemented.
5. During the Principal Period of Support, as described in Section 6.03 of this Agreement, and as and when requested by the Customer, Commonwealth shall provide verbal telephone consultation with City personnel (via the help desk), on-line remote diagnostics and on-site visitations for isolating, identifying, and resolving problems associated with the Licensed Software. Commonwealth shall provide the Customer with corrections of errors and logic, instructions, or functional performance of the Licensed Software, so as to ensure that the Licensed Software meets the warranties set forth in the main body of this Agreement.
6. For purposes of consultation and assistance, Commonwealth shall provide qualified technical contact personnel (or have timely access to such qualified personnel) during the Principal Period of Support. With respect to requests for assistance by the Customer, the Customer shall limit such requests to no more than a reasonable number of City personnel.
7. In accordance with the terms and conditions set forth herein, Commonwealth shall be available for the Software Support Services during the Principal Period of Support. Further, the Software Support Services as described herein with respect to verbal telephone consultation, on-line remote diagnostics and on-site visitations shall also be available outside of the Principal Period of Support, subject to the Customer paying for such off-hour services on a time and materials basis, in accordance with the service fee rates set forth in this Agreement.

SCHEDULE B

Insight Environmental Software Implementation Plan For City of Augusta

Section B1: Tentative Implementation Plan. The plan below describes the general steps of the implementation process, and is to be used as a guideline for detailed planning that will take place during the project. The steps below may be rescheduled, expanded, or otherwise changed with the written approval of Augusta's Project Manager and Commonwealth.

Task ID	Project Phase/Step	Status Notes/Comments	Start Date	Sched End Date	End Date
1	Contract Signing				
1.1	Contracts signed and exchanged		9/15/06	9/22/06	
1.2	50% of License Fee		9/22/06	9/22/06	
2	Kickoff Meeting				
2.1	Review system and report changes		10/2/06	10/4/06	
2.2	Develop detailed project plan		10/2/06	10/4/06	
3	Hardware Acquire and Install				
3.1	Acquire and Install Hardware		9/22/06	10/21/06	
3.2	Place Hardware on Network		10/23/06	10/27/06	
4	Install Base System (Licensed Software from Schedule C)				
4.1	Software Installation		10/30/06	11/3/06	
4.2	25% of License Fee (at installation)		11/3/06	11/3/06	
5	Customization Tasks				
5.1	Set up staging lab at Commonwealth		10/9/06	10/20/06	
5.2	Develop data migration		10/9/06	11/3/06	
5.3	Develop system and report changes		10/9/06	12/22/06	
6	Training and Testing				
6.1	Test completed program changes and data migration in staging area (Augusta and Commonwealth)		11/6/06	12/22/06	
6.2	Create training schedule		11/6/06	11/06/06	
6.3	City of Augusta staff training		11/13/06	12/22/06	
7	Conversion				
7.1	Create installation plan accounting for probability of co-existence of 2 systems		11/06/06	1/5/06	
7.2	Conversion Testing		12/11/06	1/5/06	
7.3	Final Data Conversion		1/6/06	1/7/06	
8	Go Live		1/8/06	1/12/06	
9	Acceptance Testing and Project Close-Out				
9.1	Testing Period			30 days after go live	
9.2	25% of License Fee (at end of period)			-	
9.3	Final Billing Assistance (tentative onsite technical assistance only 3-days)*			3 days	

* Vendor will be onsite for three days to assist in Augusta's first major billing.

Section B2: System Enhancements Scheduling.

Create design specifications for billable and non-billable system changes and reports

RFP ID	Description	Days to Develop	Cost
Enhancements (billable)			
SB-20, CB-2	Bar Code Invoices	4 days	\$ 2720.00
SC-2	Labor Costs	10 days	\$ 6800.00
CC-5	Finish vendor contracts and vendor inventory assign	5.5 days	\$ 3740.00
NEW-4	Cart/inventory integration – tracking automation of asset placement to a customer.	10 days	\$ 6,800.00
NEW-6	Scale automation	1 day	\$ 680.00
Enhancements (no charge)			
NEW-5, SAR-21	Financial assurance for the landfill – report all landfills must create each year. It ties directly to remaining capacity and lifespan of a landfill.	4 days	
SG-15	Random load inspections to be scheduled based tons or commodity.	4 days	
SG-24	Generate close to "credit limit" letter.	5 days	
SB-21	Show aging on invoices on a customer by customer basis.	1 day	
CS-4	Generate a "new service" letter.	5 days	
CR-5	Optimize routes, allow prototype optimize before post to production	15 days	
CAP-1	Finish A/P	23 days	

Section B3: Project Task Definitions.

Create training schedule

Each City of Augusta staffer will have unique elements of Insight that they will be interested in learning. We will create a curriculum and schedule. You may then select the areas that interest you most and participate in those areas of training exclusively. This maximizes the focus of the training where needed and minimizes regular workload disruptions.

Create system and report changes

The developers will create all the additional reports, process and screen changes. These will be verified during the construction by the appropriate City of Augusta authority for the specific function.

Create data Migration

The data from legacy system will be migrated to the Insight database. We must determine which data and how much of it is supposed to come over. This temporary tool will be used to refresh the data a number of times during this project until the final migration during the go live event.

Residential data from route audit (approx. 60,000 residents)	10 days
Landfill customer from Wasteworks (approx. 300 customers)	5 days
Commercial customers to be keyed in manually (approx. 100 customers)	2 days

Set up staging lab at Commonwealth

This is a set of computers that contain a simulation of the City of Augusta environment and data. The code changes will be tested here. The training and the overall system testing will be done here also.

Test completed program changes and data migration in staging area

This is the process where City of Augusta personnel sign off on the completion of the code changes that need to be done in advance of go live. This involves testing all reports and screen or process changes.

Begin City of Augusta staff training

Near the end of the implementation plan, the training of the City of Augusta staff will begin. It is our desire to schedule these events as close to go-live date as possible. These events will be grouped around areas of expertise. We will attempt to make the training 3 – 4 hour blocks at a time over the course of a few weeks. The data used during the training will be the migrated data.

Create final installation plan accounting for probability of co-existence of 2 systems

Here we want to explore the possibility of an install to the live systems ahead of time. If Insight is allowed to co-exist with the legacy system, then we can install Insight before the go live date and do a system wide infrastructure walk through.

Go Live

Mission Critical cut-over. This means that we do not run parallel. The users stop using the old and start using the new.

Section B4: Development Methodology.

This describes *how* we do what we do. The Commonwealth Development Methodology begins with a requirements definition and user feedback loop. This produces agreed upon specifications. From this document the detail design specifications are produced. These are programmer specifications that provide directions of the technical nature required by good programmers. The programmers construct and test their objects and modules. These are then integrated into the existing product framework and system and integration tested in preparation for beta and ultimate pilot testing. The new features are then documented and the support staff is trained on their nature and use. Finally, the pilot is complete and the work is ready for general release.

- Requirements Definition Loop (*Senior Analyst*)
- Detail Design (*Senior Analyst*)
- Construction and Unit Test (*Programmer/Report Writer*)
- System and Integration Test (*Quality Assurance staff*)
- Pilot and Release (*large projects, Quality Assurance staff*)

SCHEDULE C
LICENSED SOFTWARE

Section C1: Licensed Software. Commonwealth shall furnish the Customer with the following Software:

The entire suite of Insight Environmental Software. Including Landmark, HaulMark and the Multi-Site Enterprise Solution.

LandMark (Landfill, Transfer Station)

Scale House Ticketing
Scale Interface
Reporting
Cash Applications
Billing
Customer/Business Inquiry
Master Files

HaulMark (Roll Off, Residential, Commercial)

Routing
Dispatching
Reporting
Cash Applications
Billing
Customer/Business Inquiry
Master Files

Multi-Site Enterprise Solution

Replication

Section C2: Software Functional Requirements. The Software shall have the following functionality as identified in the original RFP #05-162 section entitled *Software and System Requirements*. Since the original RFP was released, these items have been identified for completion in either Phase I or Phase II of this project. Items in Schedule C are part of the Phase I Implementation, and items that have been moved to Phase II (which are indicated under Schedule D) are indicated as such following the Vendor Response, since the response to the RFP question was a key guiding factor in phase assignment. Phase II requirements will be addressed under a Statement of Work separate from this contract. Additionally, several items have been classified as “Phase III” items that are not to be included as part of the vendor’s contract obligations for this project. These exist here simply for information items in order to guide future development.

For all of the requirements listed on the following pages, the vendor is expected to respond in the column on the right according to the following parameters:

Y	Vendor is fully compliant with the requirement. If the vendor is partially compliant, they should indicate “N” rather than “Y”, and include an explanation.
N	Vendor is not currently compliant with the requirement and does not plan to be compliant for the foreseeable future. Please note that a response of “N” will generally not disqualify a vendor from this competitive process.
M	Software currently does not meet the requirement but this can be done as a modification at no cost.
M\$xxx	Software currently does not meet the requirement but this can be done as a modification for an additional cost. The vendor should indicate in the “xxx” what the estimated cost will be.
F	The software does not meet the requirement but the feature is under development and will be provided at a future date at no additional cost. If this code is used, a date should be supplied as well (e.g. F 8/6/2006).
N/A	Does not Apply (Based on the vendor’s specific solution, this is not applicable). For example, questions referring to data being hosted offsite would not apply to vendors offering a solution to be served from the Augusta IT computer room.

Please note: Augusta reserves the right to automatically disqualify for consideration any vendor that is found to have answered these questions falsely with the intent to deceive in order to artificially enhance their chances of becoming the vendor of choice for this project.

This list may be amended as needed during the implementation, allowing Augusta to request additional modifications. Modifications requested by Augusta that are not included below, and are not considered by Commonwealth to be needed by future Software Licensees will be done for an additional fee based on Augusta acceptance of a quote provided by Commonwealth for such modification.

A. Augusta Software Technology Contract Requirements

Item ID	Item Description	Vendor Response
1. Database Type and Schema		
IT-1-1	The database must be either SQL Server, Oracle, or an IBM-server/database configuration.	Y
IT-1-2	The vendor must provide an updated copy of the production database schemas for the purpose of understanding the system and generating reports. The vendor must provide current updates if/when the schemas change. This includes a data dictionary that explains table and field names.	No. The database is not encrypted and the naming conventions are not ambiguous. Clarification is available through customer support.
2. Database features for Archiving, Testing, Restore, and Data Integrity		

Item ID	Item Description	Vendor Response
IT-2-1	It must be possible to restore a historical backup of the database and do a forward recovery using a transaction log.	Y. Handled at SQL Administration level.
IT-2-2	Editing Controls should be in place to protect data integrity by ensuring that incomplete or incorrect data cannot be entered or processed and that entries cannot be processed in the wrong sequence.	Y
IT-2-3	Software should be able to archive and purge selected information in order to remove historical records that are not required to be retained permanently.	Y
IT-2-4	Vendor should provide for a solution that permits a production environment and a test environment to reside on the same server so that upgrades and service packs can be tested prior to being implemented in production.	Y
3. System Security		
IT-3-1	The system must include security that logs all database transactions, recording operator, date and time.	N
IT-3-2	Access to the system must be protected by unique user identification codes and passwords.	Y
IT-3-3	Software must allow assignment of access privileges by user for each system module.	Y
IT-3-4	User characteristics for one user may be copied to a new user so that similar characteristics for multiple personnel need not be entered multiple times.	Y
IT-3-5	Database security must have the ability to control access at the database level.	Y
4. Internet Interaction		
IT-4-1	There must be an interface for the World Wide Web available to enable the public to have inquiry-only access to the data stored in the vendor's system.	M \$6000 <i>Phase II Item</i>
IT-4-2	Vendor should have the capability for program modules to be accessed via a web browser rather than a traditional client installation.	N
5. Graphical User Interface (GUI)		
IT-5-1	The software must have a GUI interface that provides a flexible, menu-driven environment for the user to invoke system functions from.	Y
IT-5-2	Menus in the GUI should have a consistent "look and feel", meaning a common arrangement of menus, buttons, boxes, etc. that are the same from one menu to another.	Y
IT-5-3	The software operates from a standard Internet browser (preferably Microsoft Internet Explorer) such that, in most cases, no software is required on the users' desktop. It is permissible for hardware (digital cameras, PDAs, other handheld devices) to require software installations on the client workstations.	N
6. Performance Bond		
IT-6-1	Prior to the making of any contract with Augusta, vendor shall agree to obtain a performance bond in the amount of the licenses, services, and other fees provided to Augusta in the execution of the project. For example, if the vendor software solution (including proprietary hardware) is \$150,000, then the vendor shall obtain the bond in the amount of \$150,000. Augusta's cost of obtaining servers, etc. which may be used with other vendor solutions is not to be included in the bond amount, subject to review by Augusta IT during the contract negotiation process.	Y
7. Presentation		
IT-7-1	If selected to present their product to the selection committee, the vendor should be prepared to have all of their software modules ready for presentation. A vendor may be disqualified if modules / products that are "in development" or otherwise not ready to present or implement are represented as being complete in this RFP.	Y
8. Maintenance		
IT-8-1	Augusta does not expect to pay maintenance on any product in the 1 st year. Maintenance will begin on the anniversary of the "live date".	Y
9. Vendor Security Practices		

Item ID	Item Description	Vendor Response
IT-9-1	If the vendor desires to connect to Augusta's network through remote electronic means or through on-site activity, then the vendor shall sign the <i>Augusta Information Technology Third-Party Vendor Access Agreement</i> . This document shall be made part of any licensing, services, or maintenance contract(s) between Augusta and the vendor. The agreement is attached to this document as Exhibit A. A response to this RFP/RFQ indicates that the vendor will sign the agreement, thereby agreeing to the stipulations and consequences therein. Vendors that will not sign the agreement should not reply to this RFP/RFQ, and will be summarily disqualified if they later refuse to sign. The current methodology for connection to Augusta's network is VPN, and the standard software package for connection to Augusta's Microsoft Windows-based servers is pcAnywhere.	Y

B. General Software Requirements / Scale Application

Item ID	Item Description	Vendor Response
General		
SG-1	Generate tickets by yards and/or tons.	Y
SG-2	Able to enter Manual tickets.	Y
SG-3	Able to generate tickets with sequential ticket numbers.	Y
SG-4	Ability to split loads by commodity or volume and weight and track the load segments to individual origins and counties.	Y
SG-5	Ability to charge minimum rates per customer and or per commodity. As well as defining a minimum load charge.	Y
SG-6	Automatic Rate Adjustments for premium or off hours	Y
SG-7	Interface with a cash drawer providing secured access to cash drawer with the drawer access restricted to the appropriate payment type(s)).	Y
SG-8	Automatic vehicle interface. Each truck can be read as it approaches the scales	Y
SG-9	Interfaces with a variety of scale automation controls. This could include card readers, key pads, RF ID tags, etc. Automation should include the ability to open gates, change traffic signals and other auxiliary items.	M \$3750 Phase II I
SG-10	Must be able to operate multiple scales at multiple sites. Must be able to accommodate a variety of scale manufacturers.	Y
SG-11	Should interface with surveillance cameras to capture multiple images viable and printable on tickets.	Y
SG-12	Tare averaging using vehicle history, or like vehicle type	Y
SG-13	Capture the vehicle weight by truck and box combinations or by individual components, with the truck weights stored separately from the box weights.	Y
SG-14	Scheduled required weigh outs / re-tares. Shows the last tare weight date for reference.	Y
SG-15	Program indicates when a random load inspection is to be done. Must be able to set the parameters by commodity type, load count, tons, etc. Must be able to provide a detailed report of load inspections.	M
SG-16	Customer specific pricing or standard company pricing or standard pricing for different types of customers and commodities.	Y
SG-17	Configurable fees, surcharges, discounts for all or a portion of the customers and all or a portion of any commodity price, this should specifically include volume based discounts.	Y
SG-18	We have the option to print surcharges and fees separately or include them in the rate.	Y
SG-19	Configurable access to functions based on security levels/tasks assigned	Y
SG-20	Tracking and restrictions for bad checks	Y
SG-21	Must be able to hold a check, and generate one invoice for all daily activities against that check within the system. The customer must be able to leave a blank check also and have the system tabulate the balance of all tickets paid using the blank check.	Y
SG-22	Option for required deposit on weigh in - based on a customer	Y

Item ID	Item Description	Vendor Response
SG-23	Optional forced drivers license and/or vehicle tag number for all cash or check customers.	Y
SG-24	Credit limit checks/limitations based on accounts receivables. Automatic "close to limit" letters can be generated to notify the customer they are close to their credit limit.	M
SG-25	Tracks and reports on origin of waste received for each material.	Y
SG-26	Tracks waste placement through a 3 dimensional grid system. Would like it to communicate with a GPS data collector to get exact Latitude, Longitude, and elevation.	M\$4000 <i>Phase II Item</i>
SG-27	Able to track both incoming and outgoing loads, volume and tons.	Y
SG-28	POS reconciliation by cash/checks/charges/and temp accounts	Y
SG-29	Ability to balance cash and batch within the system.	Y
SG-30	Generates a detailed audit trail by user and actions.	F 3/31/2006
SG-31	Able to have more than one customer tied to a specific truck.	Y
SG-32	In-Process ticket (vehicle in facility or unclosed ticket) tracking/report	Y
SG-33	Able to electronically save tickets/batches/invoices in a format that can be easily e-mailed or stored by date, customer, etc.	Y
Pricing		
SP-1	Rates must modifiable dynamically from ticketing or billing using fixed rate or percentage fees or discounts	Y
SP-2	Rates must modifiable dynamically from ticketing or billing using quantity based or time based rate tables using fixed rate or percentage fees or discounts	Y
SP-3	Rates must be modifiable using formulas that allow for the creation of any rate modifier based on volumes, time, unit of measure and any combinations.	Y
SP-4	Scheduled price changes by customer, contract, charge type and charge categories must be provided for. The price change must be able to be modeled against historical data and be applicable on demand as well as automatically when scheduled.	Y
SP-5	Price adjustments must have the ability to be reviewed prior to implementation, generating a price adjustment model that can be evaluated and manipulated prior to implementation. Reports on such must be available.	Y
Special Waste Approvals		
SS-1	Individual waste profiles for waste streams tied to a customer or master approvals for multiple haulers.	Y
SS-2	Approvals can be tracked/limited to a specific waste stream and specific jobs. Automated "close to limit" letters can be generated to notify the customer their profile is about to expire.	M
SS-3	Volume or tons tracking of limits based on a profile. The approvals must track and enforce the volume limits by tons, yards and any other unit of measure. Ticketing must warn the operators of the load becoming close to the limits of the approval at a predefined threshold.	Y
SS-4	Time tracking and limits based on a profile. The approvals must track and enforce the expiration date of the approval and warn the customer in advance of the violating load.	Y
SS-5	Individualized load authorization security. Waste approvals can require up to 3 password secured authorizations	Y
Municipal		
SM-1	Must be able to identify a vehicle by a county supplied unique truck number	Y
SM-2	Vehicle insurance expiration tracking	Y
SM-3	Vehicle or company expirations	Y
Billing		

Item ID	Item Description	Vendor Response
SB-1	Deferred Quantity Billing - volume based billing	Y
SB-2	Can bill Cash, charge or intercompany	Y
SB-3	Print separate invoices for each pricing contract that a customer has negotiated.	Y
SB-4	Must be able to bill finance charges.	Y
SB-5	Must be able to print invoices summarized by vehicle ID, charge type, material, or by date	Y
SB-6	Option to print aged account summary on the invoices.	Y
SB-7	Optional overdue messages on invoices based on age of balance.	Y
SB-8	Able to suspend a customer to a "cash only" customer.	Y
SB-9	Automatic generation of cut off letters based on aging, with the ability to preview and make adjustments prior to printing.	Y
SB-10	Option to automatically suspend customers if their account balance reaches unacceptable limits.	Y
SB-11	Auto-pay by credit card on file during billing.	Y
SB-12	Generate General Ledger posting reports.	Y
SB-13	Able to edit the batch prior to close or billing.	Y
SB-14	Able to re-print a given ticket with or without the captured customer signature.	Y
SB-15	Able to re-print a given invoice after the invoice is posted.	Y
SB-16	A ticket can never be deleted, it may be voided or a line item may be reversed.	Y
SB-17	If the total invoice amount for a customer is below a predefined minimum billing, then an optional administration fee can be assessed to bring the invoice to an acceptable minimum.	Y
SB-18	Ability to configure the contents of an invoice on a customer by customer basis. This includes sorting, filtering subtotals and formatting.	Y
SB-19	Provision must be made for Invoices to be distributed online..	Y <i>Phase II Item</i>
SB-20	Bar coded information on invoice to facilitate payment scanning	M \$2750
SB-21	Invoices can be printed as a statement showing the aged account balance on the invoice - optionally on a customer by customer basis	M
SB-22	Finance charges calculated on a customer by customer basis with the inclusion on finance charge calculation optional during a billing.	Y
SB-23	The finance charge period and the aging days are configurable on a customer by customer basis	Y
SB-24	Allow for consolidated billings across lines of business so all billings for a customer appear on one invoice if desired	Y
SB-25	Allow for the invoice to be paid automatically by credit card on file.	Y
SB-26	Provision to accept payment over the phone and perform instantaneous transactions of payments.	Y
Accounts Receivable		
SR-1	Automated Past Due Letters and envelopes. Integrated with Microsoft Word. Must allow selection of letters by aging category, balance and customer.	Y
SR-2	Payment terms include all standard payment terms, user defined terms and discounts automatically offered in the payment entry if payment is made within a specific number of days.	Y
SR-3	Generate statements. Statements must be a running balance statement that shows current month payments and adjustments in detail.	Y
SR-4	Aging Analysis must provide summary, invoice summary and detail aging. They must be able to be filtered by balance, aging category and allow override the aging period days from a typical 30, 60, 90 etc.. days to any number of days per aging category like 45, 60,75 etc.	Y

Item ID	Item Description	Vendor Response
SR-5	Cash Receipts entry, providing helpful mechanism for paying multiple invoices with a single payment.	Y
SR-6	Ability to balance cash within the software.	Y
SR-7	Cash receipts reporting by batch or customer number	Y
SR-8	Tracking of check numbers	Y
SR-9	Able to split payment amount between credit card, cash, checks, and charge account.	Y
SR-10	Ability to offer prepayment or early payment discounts such as 2% net 10 days.	Y
Multiple sites		
SMS-1	Real time data updates at the HQ from all sites.	Y
SMS-2	Instant updates at sites of all transactions and activity of all sites including remote sites.	Y
SMS-3	Configurable synchronization frequency of all information edited at remote sites.	Y
SMS-4	The remote sites must be able to function in the software even in the event of the communication lines being down.	Y
Analysis and Reporting		
SAR-1	All reports must be exportable to an ODBC data source such as MS EXCEL	Y
SAR-2	Must be able to report Volumes of tons, yards, loads , revenue;	Y
SAR-3	For any time range selected by date;	Y
SAR-4	Presented in summary or detail;	Y
SAR-5	For Divisions, Customers, Materials, Generators, Customer vehicle, Hauler, Contract, Approval, county, state.	Y
SAR-6	Must report assessment fees and surcharges for reporting to the governing authorities.	Y
SAR-7	Must generate general ledger detail and summary ledgers for any accounting period	Y
SAR-8	Must report operational reports showing volumes by time of day, days of week, trucks per hour and cumulative truck count throughout the day.	Y
SAR-9	Must report customer ranking reporting by sales for a given time frame	Y
SAR-10	Must provide deposit slips at the scale house for the daily deposits and deposit slips for the payments made against AR	Y
SAR-11	Must provide simple one line detail ticket ledgers as well as comprehensive ticket lists showing the charge details	Y
SAR-12	Provide reporting for outbound loads in volumes a revenues, filtering and sorting the same as is required for inbound loads.	Y
SAR-13	Provide a detailed customer ledger report detailing account transactions, profile details and sales statistics	Y
SAR-14	Provide a detailed contract report showing the negotiated price structures for the customer	Y
SAR-15	Standard label and envelope	Y
SAR-16	Customer contact logs detailing phone calls and other communication events	Y
SAR-17	Provide vehicle listings showing key information such as the tare and size for a selected customers vehicles.	Y
SAR-18	Reports must be easily found with documentation and search capabilities by helpful descriptive phrases and keywords.	Y
SAR-19	Report access must be subject to security restrictions based on user security level.	Y
SAR-20	Must be able to organize the reports by user defined groupings and hide unused reports.	Y

Item ID	Item Description	Vendor Response
SAR-21	Must be able to generate a snapshot "remaining capacity" report. This report will reflect the airspace used by waste factored by a density, adding in cover soils, etc. To generate an anticipated fill date.	M
Cost Tracking		
SC-1	Fuel costs must be tracked. Automated fuel surcharges must be easily deployed to billing. Fuel costs should be able to be uploaded from a fuel card system.	M \$4500 <i>Phase III Item.</i>
SC-2	Labor costs must be tracked. A cost per hour per employee must be stored and be able to be allocated to workflows accurately.	M \$6800 <i>Phase I Item</i>
SC-3	Cover dirt utilization must be tracked, by volume, load, and density with the ability to run reports on such.	Y
SC-4	Asset Utilization must be tracked. This should include the hours the equipment operated. A cost per hour per piece of equipment must be stored and be able to be allocated to workflows accurately.	Y
SC-5	Costs should be able to be allocated and identified as capital projects, tracked by project number, name, etc.	M \$3500 <i>Phase III Item.</i>

C. General Software Requirements / Solid Waste Collections

Item ID	Item Description	Vendor Response
Customer Service		
CS-1	Customer Quick set up - set up the customers contract, location, charges, initial payment, container, routing, and sequencing from one screen.	Y
CS-2	Provide a detailed customer contact log, which allows for scheduled feedback to the customer. Must show who and when talked to the customer.	Y
CS-3	Able to e-mail/fax customers information such as invoices, tickets and reports.	Y
CS-4	Once a new customer is generated, the system should generate a letter/new service information letter automatically.	M
Routing		
CR-1	Must be able to sequence a customer to a route.	Y
CR-2	Computer shall have the ability to automatically select the route to place it on.	Y
CR-3	There must be a way to identify changes/new items/exceptions on a route.	Y
CR-4	Must be able to track additional items such as fuel costs, disposal costs, disposal trip times, down time and reason.	Y
CR-5	Must be able to review routes on maps, optimize routes on maps and save to a trial area before implementing into the routes. Must further be able to bring driving directions into the system so they can be added to a work order.	F 6/30/2006
CR-6	Must be able to print a map to a customer.	Y
CR-7	Must be able to integrate with onboard computers, onboard scales, and GPS. This could include computerized route sheets, route audits, etc.	M \$17,500. <i>Phase III Item.</i>
CR-8	Must be able to mass re-sequence based on manual choices.	Y
CR-9	Must automatically re-sequence the route when an additional item is inserted or deleted.	Y
CR-10	Service must be tied to the customers account balance in such as way as to allow suspension of the service automatically from the routes based on a configurable violation of the account balance.	Y
CR-11	Recording of route exceptions and missed pickups must be provided. The credits to billing that may be necessary should be generated	F 3/31/2006
CR-12	Route sheets in simple one line formats and multiple line versions allowing comments, street directions and physical location descriptions to be printed	Y
CR-13	Route Audit lists showing all stops on all routes	Y

Item ID	Item Description	Vendor Response
Dispatch and Contractor Functionality		
CD-1	Missed pickups must be scheduled as work orders for the contractors to remedy.	Y
CD-2	The work orders must be managed through a dispatch board and work order function. Work orders must be e-mailable to the contractor.	Y
CD-3	The work orders must be able to bill directly through to the customer and/or the contractor.	Y
CD-4	The work orders must be able to be billed to the customer with vendor costs also being recorded.	F 6/30/2006
CD-5	The work orders must also be able to record just a straight billing to the Contractor.	Y
CD-6	Work orders must be printed and also be able to faxed or emailed to the Contractor.	Y
CD-7	Each Contractor must be able to have its own pricing contract and configuration.	Y
CD-8	The dispatch board must easily organize the jobs by date and time as well as sort and filter them by vendor, location, and status of the job.	Y
CD-9	The board must record the awareness of the Contractor relative to the job. Have they received it yet or not. Has the job been completed, tracking what time was the job completed.	Y
CD-10	Must be able to track and charge against contract performance based issues such as liquidated damages to each contractor separately.	Y
CD-11	Work orders must be easily billed allowing filters by date, customer, division, charge type.	Y
CD-12	The billing system must be the same one used in the landfill billing.	Y
CD-13	Extra pulls and special pickups are handled through the work order system.	Y
Container Management		
CC-1	Containers must be tracked by SKU or unique number. These must have the capability of being tracked with RF tags or similar technology	Y
CC-2	The work order system must have the capability to move and track inventory intuitively and with as little possibility for operator error as possible.	Y
CC-3	Work order reporting must provide for daily summaries of work orders including snapshot key indicators like numbers of open jobs, closed, dollar volumes of each etc.	Y
CC-4	Container reports must identify the location of inventory whether in the yards, at a customer site, at a contractors yard or en route.	Y
CC-5	Must be able to track when containers were delivered to contractor and have contract specific affects on the amounts payable to the contractor based on contract specific parameters.	Y
CC-6	Must be able to report on the number of containers a given contractor has at a given time.	Y
CC-7	Reports must detail the location, routing and billing details for each service site. This includes the container SKU ID	Y
CC-8	Customers must be able to define multiple service locations under the same service agreement. There can be no limit on the number of service locations per customer.	Y
CC-9	Invoices must be able to be printed with each service agreement on its own invoice or consolidated under one customer invoice.	Y
Cost Tracking		
CT-1	Fuel costs must be tracked. Automated fuel surcharges must be easily deployed to billing. Fuel costs should be able to be uploaded from a fuel card system.	M \$2500 Phase III Item.
CT-2	Disposal Costs must be tracked. A function must be provided to reconcile tracked disposal costs with the disposal site invoice.	Y
CT-3	Labor costs must be tracked. A cost per hour per employee must be stored and be able to be allocated to workflows accurately.	Y
Pricing		
CP-1	Rates must be modifiable dynamically from ticketing or billing using fixed rate or percentage fees or discounts	Y

Item ID	Item Description	Vendor Response
CP-2	Rates must modifiable dynamically from ticketing or billing using quantity based or time based rate tables using fixed rate or percentage fees or discounts	Y
CP-3	Rates must be modifiable using formulas that allow for the creation of any rate modifier based on volumes, time, unit of measure and any combinations.	Y
CP-4	Scheduled price changes by customer, contract, charge type and charge categories must be provided for. The price change must be able to be modeled against historical data and be applicable on demand as well as automatically when scheduled.	Y
CP-5	Price adjustments must have the ability to be reviewed prior to implementation, generating a price adjustment model that can be evaluated and manipulated prior to implementation. Reports on such must be available.	Y
Accounts Payable/Contracts		
CAP-1	Must be able to track the amount to be paid to contractor. This would factor in contract deductions, units serviced by rate, and reporting on such.	F 6/30/2006
Billing		
CB-1	Provision must be made for Invoices to be distributed online	Y <i>Phase II Item</i>
CB-2	Bar coded information on invoice to facilitate payment scanning	M
CB-3	Provide for advance or recurring billing set up by customer	Y
CB-4	Invoices can be printed as a statement showing the aged account balance on the invoice - optionally on a customer by customer basis	Y
CB-5	Finance charges calculated on a customer by customer basis with the inclusion on finance charge calculation optional during a billing.	Y
CB-6	The finance charge period and the aging days are configurable on a customer by customer basis	Y
CB-7	Allow for consolidated billings across lines of business so all billings for a customer appear on one invoice if desired	Y
CB-8	Allow for the invoice to be paid automatically by credit card on file.	Y
CB-9	Provision to accept payment over the phone and perform instantaneous transactions of payments.	Y
Cash Management		
CM-1	Provision for online bill paying	M \$4000 <i>Phase II Item</i>
CM-2	Provide for OCR scanning of payments	M \$800 <i>Phase II Item</i>
CM-3	Provide for automatic bill payments via EFT	M \$4000 <i>Phase II Item</i>
CM-4	Provide web based customer account interface for customer statistics, reporting work orders, service, billings and payment activity	M <i>Phase II Item</i>
CM-5	Automatically pay invoices by credit card.	Y

D. Additional Items

Item ID	Item Description	Vendor Response
NEW-4	Cart/inventory integration – tracking automation of asset placement to a customer.	M \$6800 <i>Phase I Item</i>
NEW-5	Financial assurance for the landfill – report all landfills must create each year. It ties directly to remaining capacity and lifespan of a landfill.	M \$2200 <i>Phase I Item</i>
NEW-6	Scale automation.	M \$680 <i>Phase I Item</i>

SCHEDULE D

SOFTWARE CUSTOMIZATION

Section D2: Contract Obligations:

The items listed on Schedule D will be addressed following the initial software implementation project. They are subject to the same support and maintenance requirements as the items in Schedule C, which are to be implemented as part of the initial implementation. These items are to be implemented under a Statement of Work, separate from this Contract, following implementation of the items in Schedule C.

Items in Section D2 are potential Phase III items that are included here for reference and the vendor is NOT under any obligation to provide these products/services under this contract or any future contract. Additionally, there is no guarantee that a Phase III will be required or necessary, and these items are included simply for information purposes.

Section D1: Customization.

This list may be amended as needed during the implementation, allowing City to request additional modifications. Modifications requested by the Customer that are not considered by Commonwealth to be needed by future Software Licensees will be done for an additional fee based on City acceptance of a quote provided by Commonwealth for such modification.

Section D1.1: RFP Responses requiring modification:

A. Augusta Software Technology Contract Requirements

Item ID	Item Description	Vendor Response
IT-4-1	There must be an interface for the World Wide Web available to enable the public to have inquiry-only access to the data stored in the vendor's system.	M \$6000

B. General Software Requirements / Scale Application

Item ID	Item Description	Vendor Response
SG-9	Interfaces with a variety of scale automation controls. This could include card readers, key pads, RF ID tags, etc. Automation should include the ability to open gates, change traffic signals and other auxiliary items.	M \$3750
SG-26	Tracks waste placement through a 3 dimensional grid system. Would like it to communicate with a GPS data collector to get exact Latitude, Longitude, and elevation.	M\$4000
SC-2	Labor costs must be tracked. A cost per hour per employee must be stored and be able to be allocated to workflows accurately.	M \$1000

C. General Software Requirements / Solid Waste Collections

Item ID	Item Description	Vendor Response
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Item ID	Item Description	Vendor Response
CS-4	Once a new customer is generated, the system should generate a letter/new service information letter automatically.	M
CM-1	Provision for online bill paying	M \$4000
CM-2	Provide for OCR scanning of payments	M \$800
CM-3	Provide for automatic bill payments via EFT	M \$4000
CM-4	Provide web based customer account interface for customer statistics, reporting work orders, service, billings and payment activity	M
NEW-1	Automated reports by time/date for day end, month end, etc.	M \$4760
NEW-2	Follow-up calls assigned to specific staff by date/time.	M \$2720
NEW-3	Promise to pay date for collections of funds with flags/triggers based on those dates.	M \$2720

Section D2: Potential Future (Phase III) Applications:

The following items may be considered at a later date, and are recorded here to indicate the Solid Waste Department's interest in exploring these in the future. These are **not** to be considered as a part of the vendor's contract obligation and are included here for information purposes only:

Item ID	Item Description	Vendor Response
CR-7	Must be able to integrate with onboard computers, onboard scales, and GPS. This could include computerized route sheets, route audits, etc.	M \$17,500
SC-1	Fuel costs must be tracked. Automated fuel surcharges must be easily deployed to billing. Fuel costs should be able to be uploaded from a fuel card system.	M \$4500
SC-5	Costs should be able to be allocated and identified as capital projects, tracked by project number, name, etc.	M \$3500
CT-1	Fuel costs must be tracked. Automated fuel surcharges must be easily deployed to billing. Fuel costs should be able to be uploaded from a fuel card system.	M \$2500
FUT-1	"Real time" check verification. There is commercially available technology (used by retail stores), that scans a check and informs the cashier if funds are available. Could this be integrated?	
FUT-2	Scheduled reports to print.	
FUT-3	Inter-company work order/project numbers keyed into scale tickets to track by project or job.	
FUT-4	Lost business report tracking price and service.	
FUT-5	Phone system integration – as the customer calls, the software goes to that account based on phone number. Additionally, have look-up by phone number.	
FUT-6	Suggested the use of a "debit card" which would allow customers to pre-pay for a few months of service, with a 5% discount. Customer would swipe card when they came in, and Insight would keep a running total of their account balance. This way, Augusta gets a cash flow boost, the customer gets 1.00 of service for 95 cents, etc.	

SCHEDULE E

USER DOCUMENTATION

Section E1: User Documentation. Commonwealth shall furnish the Customer with a user manual that defines standard functionality of the delivered software.

SCHEDULE F

MINIMUM CONFIGURATION

Section F1: Minimum Configuration. Minimum computer system specifications upon which licensed software will execute:

Server Minimum Requirements

Computer and processor:	Pentium 4 or higher processor. 2GB Memory.
Data Storage:	100 GB Hard drive, with at least 20 GB available, for database backups
Memory:	2 GB of RAM or greater
Hard drive:	Server: 80 GB hard drive, with at least 20 GB Free. You need to have at least 1 GB free on your main partition for Installation.
Optical Drive:	CD-ROM or DVD drive. One PC should have a CD-RW (CD-ROM Burner drive) or DVD+/-R (DVD Burner drive) for sending backup files to Insight.
Display (Monitor):	17" Monitor or larger with 1024x768 resolution.
OS/Software:	☐ Windows 2000 Server or later with matching number of client licenses (CALs) for each client machine ☐ Microsoft SQL Server 2000 with matching number of client licenses (CALs) for each Client machine. ☐ Crystal Reports 9 or greater ☐ VNC software for remote support access.

* NOTE: If you are using a PC that will act as the Insight Server, the PC must meet the Server hardware requirements.

Client / PC Minimum Requirement

Computer and processor: Intel Pentium 4 equivalent or AMD 2.0 GHz or faster processor

Memory: 1 GB of RAM or greater

Hard drive: 60 GB hard drive, with at least 5 GB Free.

Display (Monitor): 17" Monitor or larger with 1024x768 resolution.

OS/Software:

- ☐ Microsoft Windows® 2000 with Service Pack 4 (SP4)
- ☐ Windows XP PROFESSIONAL**, or later
- ☐ Office 2000 or later.
- ☐ Microsoft Word and Microsoft Excel
- ☐ Microsoft .NET 1.1 Framework
- ☐ VNC (Remote desktop software)

****NOTE:** We cannot support Insight Environmental Software running on Windows XP Home edition, or Windows XP Media Center Edition**

Internet Connection:

Internet functionality requires dial-up or broadband Internet access (provided separately); Due to the increasing sizes of databases, we HIGHLY RECOMMEND a Broadband Internet connection. Local or long-distance charges may apply.

SCHEDULE G

SOFTWARE TRAINING SERVICES

Section G: Services. Commonwealth shall furnish the Customer with the following Training Services:

Commonwealth will provide training for the number of City staff equal to the number of user licenses purchased. Training shall occur in two blocks:

- ❑ Go-Live: Commonwealth will provide five days of on-site staff training configured to Augusta's specific needs and conducted in a facility the Customer provides. The nature of the Licensed Software is such that there are multiple types of work that require training, i.e., Scale house, Billing, Administrative, and one function does not overlap to the other. Training software functions are job-specific and the five days of training should be structured so as to separate the functions into appropriate time segments.
- ❑ Commonwealth shall provide on-site assistance (and training as needed) during a residential customer billing cycle, which shall be identified by the customer, for a minimum of three days, subsequent to the Go-Live date of the software. This training shall be scheduled within three months of the scheduled Go-Live date.

Any subsequent training, requested by the Customer, where Commonwealth will be providing training, will be done for a fee as defined in Schedule J, it being acceptable at the Customer's choice to train or retrain using City personnel.

SCHEDULE H

SOFTWARE PAYMENT

Section H1: Payment. The Customer will exercise the following payment plan:

<u>Milestone</u>	<u>Payment Required</u>
Contract Signing (Throughout project)	50% of the license fees Itemized Weekly invoices for custom work net 30 days.
Start of Acceptance Testing	25% of the license fees
Acceptance of Licensed Software	Final 25% of license fees and any balance

Section H2: Price of Software and Services.

Quant	Item	Description	Unit Price	Extension	Notes
Software Licenses					
2	I-Server	Insight Enterprise Servers End User License Agreement (EULA).	\$ 5,000.00	\$ 10,000.00	1
20	I-Client	Insight Client End User License Agreement (EULA)	\$ 1,250.00	\$ 25,000.00	
-0.667	Discount	Co-development Program Contribution (66.7% off of the license fees)	\$ 30,000.00	\$ (20,010.00)	2
Complete Turn-Key Insight Software and Installation Subtotal				\$ 14,990.00	

Co-Development (Phase I only. Additional Items are found under Phase II.)					
1	SB-20, CB-2	Bar Code Invoices	\$ 2,720.00	\$ 2,720.00	
1	SC-2	Labor Costs	\$ 6,800.00	\$ 6,800.00	
1	CC-5	Finish vendor contracts and vendor inventory assign	\$ 3,740.00	\$ 3,740.00	
1	NEW-4	Cart/Inventory integration-tracking automation of asset placement to a customer	\$ 6,800.00	\$ 6,800.00	
1	NEW-6	Scale automation	\$ 680.00	\$ 680.00	
Management / Implementation Costs				\$ 20,740.00	

Travel and Implementation Costs					
		<i>Travel Expenses: Over a 30 day period weekends off.</i>			
8	trips	Airfare: 4 trips 2 consultants	\$ 450.00	\$ 3,600.00	
40	days	Lodging: 20 days, 2 consultants	\$ 80.00	\$ 3,200.00	
40	days	Per Diem: (Whatever your standard is x 20 days, we will use \$30/day as an example)	\$ 30.00	\$ 1,200.00	
20	days	Rental Car: 20 days x \$45/day or less if it is less, again we will conform to your requirements	\$ 45.00	\$ 900.00	
160	Hours	Management and Implementation	\$ 75.00	\$ 12,000.00	

Management / Implementation Costs				\$ 20,900.00	

Training Section					
13	Days	Insight Training	\$ 500.00	\$ 6,500.00	3
Training Section				\$ 6,500.00	

Conversion of Existing Data					
120	hours	Convert 300 landfill customers and current account balances, 52000 solid waste customer records and their balances	\$ 75.00	\$ 9,000.00	
Conversion of Existing Data				\$ 9,000.00	

Annual Support Starting Second Year					
1		17% of retail software license fees. \$35000 x 17%	\$ 5,950.00	\$ 5,950.00	
Annual Support Starting Second Year				\$ 5,950.00	

Optional Hardware Costs					
1		2 Digital Video Cameras and Sharkseye software interface	\$ 7,200.00	\$ 7,200.00	
1		Scale Interface Configuration	\$ 200.00	\$ 200.00	
1		1 Wireless Signature Pad	\$ 1,350.00	\$ 1,350.00	
1		1 Cash Drawer	\$ 650.00	\$ 650.00	
Optional Hardware Costs				\$ 9,400.00	

Project Total Cost (Software Solution and Vendor Hardware)				\$ 81,530.00	
---	--	--	--	---------------------	--

Notes	
1	Two servers and databases are needed to facilitate the synchronization of information between the landfill and the Solid Waste offices. This price includes unlimited support and all upgrades for 1 year from installation.
2	This number represents the amount of the license fees that Insight is prepared to invest in the customizations for the City of Augusta that improve the core Insight products.
3	If you need less, you will only be billed for the training time you actually needed.

Section H3: Explanation of Pricing and Estimates.

❑ **Software Cost Section**

- The costs for the customized programming defined in this section represent a *very gross estimate*. As described in our explanation of the Standard Software Development Process, exact costs *cannot* be known until a proper Proposed Business Model is constructed. Or in other words, detail design specifications are done. We feel that it is *impossible* for *anyone* to do it correctly any other way. Any estimate presented as an accurate quote without that detail design work done is highly suspect at least and probably very misleading.
- We are putting these numbers forward as a ‘ballpark’ guess based on the gross assumptions we have had to make. Even if we spent all of the time between receiving the RFP on October 24th and the November 9th question deadline sending written communications back and forth to the procurement office trying to create detailed specifications, we would not have been able to create them in that short of time using that manner of communication. It requires face to face, ‘in the trenches’ tedious, hard work to interrogate all the necessary users, vendors and other contributing parties to do the job correctly and accurately. We know that a ‘final number’ stipulation was described as a criteria for the nature of the estimates. We cannot warrant that on these estimates. If that disqualifies us, well then that would be regrettable. But we would know we did due diligence and gave the truest and best numbers we could. Anything else would have been disingenuous and misleading.
- So we based the estimates on the assumption that we were building these features for our core product. The goal there is to have the richest functionality on the market and the highest quality product. Basically, it is a high standard and one we could be proud of. However, you may have requirements unique to Augusta that will alter the estimates up or down by significant amounts.
- Therefore, the estimates are subject to change by you the customer based on the details you will ultimately provide during the inevitable detail design phase of the project.

❑ **Management / Implementation Cost Section**

- The above stipulation carries over into this section. Changes may occur to estimates of the volume of time spent on your site, the travel expenses and the hours spent managing the project. Also, if there is the possibility of an Augusta IT staff member managing all or segments of the project, then that could reduce costs.

❑ **Training Costs**

- Training costs will be based on actual hours used. If students are quick studies the costs will be less. If we train a super user who trains others, the costs will also be less.

❑ **Conversion of Existing Data Section**

- The conversion makes the following assumptions: The goal is to migrate the landfill customer names and addresses. There are no special pricing contracts to be migrated. The open AR balances will be migrated in detail open item records. As for the solid waste records, the goal is to migrate the customer name, address, a service location and one container activity record per customer and any AR balance if that is applicable.

❑ **Annual Support Costs Section (Starting 2nd year)**

- The support costs are based on the rate of the license fee before Cooperative Development Program discount. They are included for the first year so no support costs are incurred until the second year.

□ ***Hardware Costs Section***

- We have included hardware cost estimates for the elements of our software that have these interfaces up and running now. Hardware for items to be created in the future have not been included since the detail requirements are not known. We felt that absent these details the inaccuracy of the hardware costs might skew the accuracy of the estimate too much.

SCHEDULE I

ANNUAL SOFTWARE SUPPORT

Section I1: Annual Fee. Commonwealth shall furnish the Customer with annual support, which will include upgrades and staff support to answer questions and resolve problems.

Section I2: Fee Amount. The Annual Commonwealth (Insight) Maintenance Fee is seventeen percent (17%) of the Total Licensed Software Cost, which is stated in Schedule J. This fee is due annually, and will be billed by Commonwealth. It entitles the Customer to Software support and periodic updates. Commonwealth reserves the right to change its support and maintenance fees, with the following conditions:

- ❑ Changes to the Annual Commonwealth (Insight) Maintenance Fee are to be announced prior to June 1 of the year previous to the changes taking effect in order to provide the customer with sufficient time to budget for the changes.
- ❑ Increases to the support and maintenance fees shall exceed no more than 3% of the cost of the previous year, provided that the number and type of licenses purchased by the customer shall not have changed.
- ❑ Additional licenses purchases by the Customer shall be billed at the then-current Commonwealth rate and the maintenance amount for the new license(s) shall be added to the existing annual maintenance fee. Said fees shall be prorated for the year in which they are purchased and shall be billed in full with the next Annual Billing.
- ❑ This maintenance agreement applies to licensed software, to include customizations that will be incorporated into the Commonwealth suite of software (HaulMark, LandMark, and derivatives/sub-programs thereof). Augusta-specific customizations that are not incorporated into the Commonwealth suite of software and will not be marketed or supplied to other customers shall be subject to maintenance on a time-and-materials basis. This provision applies to the customizations described in Schedule D, and is subject to change if/when the customizations are incorporated into the Commonwealth suite of software.

Section I3: Fees beyond Annual Support.

All travel expenses and data transmission-related telephone expenses related to installation, service or support of the Licensed Software are the responsibility of the Customer, subject to written approval from the Customer prior to the beginning of any billable activity. If the Customer provides Commonwealth with VPN access for services or support, there shall be no charge for data transmission-related expenses.

All fees are payable at the beginning of each month or upon invoice. Payment Terms for invoices of this nature shall be: Net 30 days.

Other activities not related to Annual Software Support are subject to the charges as described in Schedule J.

SCHEDULE J

CHARGES

Section J1: System. Commonwealth will charge the Customer the following Charges:

- ☐ All reasonable Mileage, Daily Food Per Diem, and reasonable Lodging charges will be billed weekly. Food Per Diem shall not exceed the U.S. Internal Revenue Service schedule for Augusta, GA.
- ☐ Training requiring additional time will be charged at \$500/day.
- ☐ Customization of Invoice, Tickets, and Statements is at \$75/hour.

Commonwealth reserves the right to change the fees described in this Schedule J on ninety (90) days advance notice.

SCHEDULE K

Augusta Information Technology Third-Party Vendor Access Agreement

This is an excerpt of relevant material from the *Augusta Information Technology Standard Operating Procedures, 2005 Edition*.

5.6.4.1 Purpose

The purpose of this policy is to provide guidelines for Remote Access Virtual Private Network (VPN) connections to the Augusta Richmond County network.

5.6.4.2 Scope

This policy applies to all Augusta Richmond County employees, contractors, consultants, temporaries, and other workers including all personnel affiliated with third parties utilizing VPNs to access the Augusta Richmond County network. This policy applies to implementations of VPN that are directed through an Augusta Richmond County VPN Concentrator.

5.6.4.3 Policy

Approved Augusta Richmond County employees and authorized third parties (customers, vendors, etc.) may utilize the benefits of VPNs, which are a "user managed" service. This means that the user is responsible for selecting an Internet Service Provider (ISP), coordinating installation, installing any required software, and paying associated fees.

Any employee wishing to access the internal Augusta-Richmond County network remotely from any location other than a branch office shall through a VPN via the internet. They will have to authenticate themselves using a uniquely assigned password. All sensitive data will be encrypted in transit over all networks.

A user with Internet access from home may request access to the network via the Internet using VPN access. The user must make the request through their project leader and provide their username. The username will be the same one used when using a computer on the network. Passwords must meet the requirements of the Password Policy (See *Passwords for IT Resources*). Once approved the user must install the VPN client on their computer to be able to access the network through the Internet.

All vendors will be required to use VPN to connect to any resource on the Augusta-Richmond County network. Vendors needing access to the Augusta-Richmond County network will need to be requested through the appropriate Project Leader only. The Project Leader will then need to email firewall administrators the request with day and time the vendor needs access. If this is a new vendor access, then the Project Leader will need to make the request with the security administrator to setup the appropriate access needed.

Additionally,

1. VPN access is provided through the Augusta Information Technology Department. No other department may implement VPN services.
2. It is the responsibility of employees with VPN privileges to ensure that unauthorized users are not allowed access to Augusta Richmond County internal networks.

3. The VPN software can only be installed on the computer listed on the access request form.
4. VPN use is to be controlled using either a one-time password authentication such as a token device or a public/private key system with a strong passphrase.
5. When actively connected to the corporate network, VPNs will force all traffic to and from the PC over the VPN tunnel: all other traffic will be dropped.
6. Dual (split) tunneling is NOT permitted; only one network connection is allowed.
7. VPN gateways will be set up and managed by Augusta Richmond County network operational groups.
8. All network activity during a VPN session is subject to ARC policies and may be monitored for compliance.
9. All computers connected to Augusta Richmond County internal networks via VPN or any other technology must use the most up-to-date anti-virus software that is the county standard (provide URL to this software); this includes personal computers. All computers are also required to be up to date on all OS patches for security. Proof of compliance is required prior to the assignment of a VPN account to ensure network health.
10. VPN users will be automatically disconnected from Augusta Richmond County's network after thirty minutes of inactivity. The user must then logon again to reconnect to the network.

SCHEDULE L
Performance Bond

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement as of the Effective Date set forth at the outset hereof.

AUGUSTA

Date: _____

By: _____

Its: Mayor, City of Augusta

A handwritten signature in dark ink, appearing to be 'J. J.', is written over the 'Attest:' line.

Attest: _____

COMMONWEALTH

Date: _____

By: _____

Its: _____

Solid Waste Management Software Consulting, Implementation & Technical Service Information Technology

[illegible]

Request for Proposal

Sealed RFP's will be received at this office until Tuesday, November 29, 2005 @ 3:00 p.m.

RFP #05-162 Solid Waste Management Software Consulting, Implementation, and Technical Services for Information Technology

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

Geri A. Sams
Procurement Department
530 Greene Street - Room 605
Augusta, Georgia 30911
706-821-2422

RFP documents may be obtained at the office of Augusta, GA Procurement Department, 530 Greene Street – Room 605, Augusta, GA 30911. Documents may be examined during regular business hours at the offices of Augusta, GA Procurement Department. All questions must be submitted in writing to the office of the Procurement Department by Fax at 706-821-2811 or by mail. No bid will be accepted by fax, all must be received by mail or hand delivered.

The last day to submit questions is Tuesday, November 8, 2005 by 4:00 p.m.

It is the wish of the Owner that minority businesses are given the opportunity to BID on the various parts of the work. This desire on the part of the Owner is not intended to restrict or limit competitive bidding or to increase the cost of the work. The Owner supports a healthy free market system that seeks to include responsible businesses and provide ample opportunity for business growth and development.

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

Bidders will please note that the number of copies requested; all supporting documents including financial statements and references and such other attachments that may be required by the bid invitation are material conditions of the RFP.

Any package found incomplete or submitted late shall be rejected by the Procurement Office. Any bidder allegedly contending that he/she has been improperly disqualified from bidding due to an incomplete bid submission shall have the right to appeal to the appropriate committee of the Augusta Commission. Please mark RFP number on the outside of the envelope.

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

Augusta has a Link Deposit program designed to provide loans to eligible local Small, Minority and Women Owned Businesses. For more information about this program contact the Office of Disadvantage Business Enterprise at 706-821-2406.

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle October 13, 20, 27, November 3, 2005
Metro Courier October 19, 2005

cc: Tameka Allen Interim Deputy Administrator
 Michael Blanchard Information Technology
 Yvonne Gentry DBE Coordinator
 Mark Johnson Solid Waste

FAX TRANSMISSION

AUGUSTA-RICHMOND COUNTY CONSOLIDATED GOVERNMENT

530 Greene Street - Room 605

Augusta, Georgia 30911

706 821-2422

Fax: 706 821-2811

To: Metro Courier
Date: October 5 , 2005
Fax #: (706) 722-7104
Pages: 2, including this cover sheet.
From: Geri A. Sams
Subject: LEGAL NOTICES FOR RFP #05-162

COMMENTS:

Please print the above Bid Item(s) on the following dates:

October 19, 2005

REQUISITION #43723B

Please send an affidavit of publication.

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Planholders List

Member Name City of Augusta, GA**Bid Number** RFP-05-162-0-2005/PJM**Bid Name** Solid Waste Management Software Consulting, Implementation & Technical Service

35 Planholder(s) found.

Supplier Name ▲	City	State	Phone
Arcadis SE - 1 - Peppers	Atlanta	GA	7704318666
Berry, Dunn, McNeil & Parker	Portland	ME	2077752387
Blue Heron Consulting Corporation	Rochester	NY	8002533449
Bluecrane, Inc.	Redondo Beach	CA	3107926241
Burton & Assoc	Jacksonville Beach	FL	9042470787
Cartegraph Systems, Inc.	Dubuque	IA	5635568120
Computer Business Services, Inc.	Americus	GA	2299244408
DataStream	Greenville	SC	8644225001
DCS, Inc.	Harrisonburg	VA	5404336910
DR J&C TUKES PAINTING INC	Orlando	FL	4075212961

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Member Name City of Augusta, GA**Bid Number** RFP-05-162-0-2005/PJM**Bid Name** Solid Waste Management Software Consulting, Implementation & Technical Service

35 Planholder(s) found.

Supplier Name ▲	City	State	Phone
engine37	Los Angeles	CA	3238229815
Fox Run Solutions	Trenton	OH	5139880321
GBA Master Series	Overland Park	KS	9133413105
GBB	Fairfax	WI	7035735800
GeoSyntec Consultants	Kennesaw	GA	6782029500
Hansen Information Technologies	Rancho Cordova	CA	9169210883
HMS Inc	Matthews	NC	7048498242
Insight Environmental Software	livonia	MI	7345254999
J Spear Associates	Milwaukee	WI	4142635715
JPK Micro Supply, Inc.	City Of Industry	CA	6269688803

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Planholders List

Member Name City of Augusta, GA**Bid Number** RFP-05-162-0-2005/PJM**Bid Name** Solid Waste Management Software Consulting, Implementation & Technical Service

35 Planholder(s) found.

Supplier Name ▲	City	State	Phone
LabLite, LLC	New Milford	CT	8889545483
Mgt Of America	Tallahassee	FL	8503863191
MSW Consultants	Orlando	FL	4073808951
OLH, Inc.	Atlanta	GA	4048810099
PowerServe International	Augusta	GA	7068261506
Public Works Solutions LLC	Arlington	VA	7035169220
S3 technologies, Inc	Portsmouth	RI	4018621488
Sadler NeCamp Financial Services, Inc. dba PROWARE	Cincinnati	OH	5134895477
SCS ENGINEERS	TAMPA	FL	8136210080
Soft-Pak, Inc.	San Diego	CA	6192832330

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Planholders List

Member Name City of Augusta, GA**Bid Number** RFP-05-162-0-2005/PJM**Bid Name** Solid Waste Management Software Consulting, Implementation & Technical Service

35 Planholder(s) found.

Supplier Name ▲	City	State	Phone
SPL WorldGroup	Walnut Creek	CA	9256581000
Tailored Business Systems, Inc	Statesboro	GA	9128717000
Timmons Group	Richmond	VA	5712122662
VTSRM LLC	Lawrenceville	GA	6783670459
Windsor Solutions Inc	Lake Oswego	OR	5036757833

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TO: Geri Sams
Director, Procurement Department

Mark Johnson
Solid Waste Department

FROM: Yvonne Gentry, Coordinator
Disadvantaged Business Enterprise Department

SUBJECT: **DBE REVIEW AND APPROVAL OF RECOMMENDED DBE GOAL
Bid Item #05-162 - Solid Waste Management Software Consulting
and Implementation**

DATE: October 5, 2006

This memo is to transmit the review and concurrence of the recommended DBE Utilization goal of five (5%) for the above referenced project. The goal-setting methodology considered the following factors based on good faith efforts of the contractor:

- The project's total estimated cost is **\$170,000**.
- There is 5% value of the scope of work where **minority/women businesses** availability exists.
- There is 0% value of the scope of work where **small businesses** availability exists.
- There is 0% value of the scope where **local businesses** availability exists.

The contractor must prepare their proposed DBE Utilization Form submittal based on the total dollar value of their base bid. No further adjustments should be made.

The above recommendation is based on information provided at the time of review. If you have any questions, please feel free to contact me at (706) 821-2406.

YG:glw