



Engineering Services Committee Meeting Commission Chamber- 12/13/2010- 1:10 PM

ENGINEERING SERVICES

1. Motion to approve award of RFP #10-160, Landscape Maintenance Services for the Solid Waste Facility. (Approved by Engineering Services Committee November 29, 2010) (Referred from December 7 Commission meeting) ☐ [Attachments](#)
2. Approve the Guaranteed Maximum Price (GMP) submitted by the Construction Manager (RW Allen) for TEE Center Construction in the amount of \$27,900,000. ☐ [Attachments](#)
3. Approve the recommendation to construct an Inmate Intake Facility as the Phase II expansion to the Charles B. Webster Detention Center. ☐ [Attachments](#)
4. Discuss a request from the Medical College of Georgia regarding the closure of Laney Walker Blvd. from 15th to 13 Streets. (Requested by Commissioner Grantham) ☐ [Attachments](#)
5. Approve and authorize AED to prepare and submit a project proposal to GAEPD (Georgia Environmental Protection Division) to receive financial assistance through the Section 319 Water Quality grant program. ☐ [Attachments](#)
6. Approve Capital Project Budget Change Number Six and Change Order Number Two in the amount of \$168,450.70 with Mabus Brothers Construction, Inc. for the Morgan Road Improvements Project CPB 323-041110-296823665. This Change Order is for services associated with additional work to complete the existing water system upgrades as well as select backfill used during construction of the new sewer main on the Morgan Road project as requested by AED. Funding is available in SPLOST Phase IV Utilities Projects recapture account. ☐ [Attachments](#)
7. Motion to approve Outdoor Landscape Watering Ordinance and to waive second reading. ☐ [Attachments](#)
8. Motion to approve Solid Waste Contract Extensions to Solid Waste Collection Contract No. 06-001 for the year 2011. ☐ [Attachments](#)
9. Motion to authorize condemnation to acquire title of a portion of property for permanent easement and temporary construction easement for 60106 – Butler Creek Interceptor Upgrade, West. PIN: 094-0-376-00- ☐ [Attachments](#)

0. Address: 3232 Amanda Circle.

10. Motion to authorize condemnation to acquire title of a portion of property for right of way, permanent easement and temporary easement for the Marvin Griffin Road Improvement Project, (Parcel 134-0-007-00-0) 1616 Marvin Griffin Road. ☐ [Attachments](#)
11. Motion to authorize condemnation to acquire title of a portion of property for right of way, permanent easement and temporary easement for the Marvin Griffin Road Improvement Project, (Parcel 134-0-005-00-0) 3464 Mike Padgett Highway. ☐ [Attachments](#)
12. Approve addition of 2 levels to the existing design for the Reynolds Street Parking Deck. ☐ [Attachments](#)
13. Approve \$2,303,729.00 in additional funding for the Augusta, Georgia Sheriff's Office Building from cost savings realized on the Augusta Judicial Center. ☐ [Attachments](#)
14. Discuss traffic signal at Jimmie Dyess Parkway and Franklin Avenue. (Requested by Commissioner Grantham) ☐ [Attachments](#)

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**Engineering Services Committee Meeting
12/13/2010 1:10 PM**

Approve award of RFP #10-160, Landscape Maintenance Services for the Solid Waste Facility

Department:	Solid Waste
Caption:	Motion to approve award of RFP #10-160, Landscape Maintenance Services for the Solid Waste Facility. (Approved by Engineering Services Committee November 29, 2010) (Referred from December 7 Commission meeting)
Background:	The Solid Waste Facility has undergone several major improvements to the grounds of the property over the past year. From landscaping the front entrance and coming in past the Scale house to the grounds around the new maintenance building. These areas are landscaped with sod and various types of trees and shrubs. It will be necessary to retain the services of a professional landscape maintenance service to maintain these areas of our facility.
Analysis:	The Augusta Solid Waste Department and the Procurement Department have concluded the RFP process for RFP Item #10-160, Landscape Maintenance Services for the Solid Waste Facility. After the review of the two compliant vendors, CSRA Landscaping, Inc. has met all the specified requirements of the RFP documents without taking any exceptions and within the allocated budget amount. It is the opinion of the Augusta Solid Waste Department that, CSRA Landscaping, Inc. with a bid of \$26,400.00 per year, should be awarded the contract as best bid.
Financial Impact:	The cost of this program will be \$26,400 per year. The department budgeted these funds starting in January 2011 from 542-04-4110/5222410.
Alternatives:	1. Approve award of RFP #10-160, Landscape Maintenance Services for the Solid Waste Facility to CSRA Landscaping, Inc. 2. Do not approve the award.
Recommendation:	Approve award of RFP #10-160, Landscape Maintenance Services for the Solid Waste Facility to CSRA Landscaping, Inc.
Funds are Available in the Following Accounts:	Adequate funds are budgeted starting in January 2011. Funds will be from 542-04-4110/5222410.

REVIEWED AND APPROVED BY:

Clerk of Commission



N/A

STATE OF GEORGIA - COUNTY OF RICHMOND

BID/RFP/RFQ# 10-160

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services under a contract with CSRA Landscaping on behalf of Augusta Richmond County Board of Commissioners has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 ([RCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O. C. G. A 13-10-91.

352373
E-Verify * User Identification Number

CSRA Landscaping
Company Name

Sylvia M. Robinson
BY: Authorized Officer or Agent
(Contractor Signature)

Director
Title of Authorized Officer or Agent of Contractor

Sylvia M. Robinson
Printed Name of Authorized Officer or Agent

Georgia Law requires your company to have an E-Verify*User Identification Number on or after July 1, 2009.

For additional information: **State of Georgia**
http://www.dol.state.ga.us/pdf/rules/300_10_1.pdf
<https://e-verify.uscis.gov/enroll/>

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

11th DAY OF September, 2010
Stephanie P. Cauter
Notary Public

My Commission Expires:
01/14/14

NOTARY SEAL

Note: The successful vendor will submit the above forms to the Procurement Department no later than five (5) days after receiving the "Letter of Recommendation" (Vendor's letter will denote the date forms are to be received)

Augusta
G E O R G I A

N/A

In accordance with the Laws of Georgia, the following affidavit is required by all vendors

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

I, Sylvia Minor Robinson certify that this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e),

Sylvia Minor Robinson has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of Sylvia Minor Robinson is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

Sylvia Minor Robinson

Signature of Authorized Company Representative

Director

Title

Sworn to and subscribed before me this 7th day of September, 2010.

Stephanie P. Carter

Notary Signature

Notary Public: Stephanie P. Carter (Print Name)

County: Richmond

Commission Expires: 01/14/2014 NOTARY SEAL

Note: The successful vendor will submit the above forms to the Procurement Department no later than five (5) days after receiving the "Letter of Recommendation" (Vendor's letter will denote the date forms are to be received)

**AUGUSTA-RICHMOND COUNTY LOCAL SMALL BUSINESS OPPORTUNITY PROGRAM
GOOD FAITH EFFORTS SUBCONTRACTOR & SUPPLIER CONTACT FORM**

Name of	Subcontractor/Supplier Name	Address	Section of M.I.	Page
Attention Bidder/Proponent: List all subcontractors or suppliers that were contacted regarding this project. Use additional sheets as necessary.				

[illegible]

Bidder/Proponent's _____
Signature: Maria Theresa Robinson

Project Name: _____
Date: 9-28-2010

Bid #: 10-160

Note: The successful vendor will submit the above forms to the Procurement Department no later than five (5) days after receiving the "Letter of Recommendation" (vendor's letter will denote the date forms are to be received).

REV. 8/31/09

**If there are no subcontracting opportunities the form must be executed (write N/A, sign, date, and return)
Questions, please contact: Ms. Yvonne Gentry at (706) 821-2406**

**AUGUSTA-RICHMOND COUNTY LOCAL SMALL BUSINESS OPPORTUNITY PROGRAM
LSB SUBCONTRACTOR / SUPPLIER UTILIZATION PLAN**

Name of Bidder	Company Name, Address	Scope of Work	ARC Business	ARC Labor
Attention Bidder/Proponent: List all ARC Registered Local Small Business subcontractors/suppliers, including lower tiers, to be used in the Project.				

[illegible]

Company Name CSRA Landscaping Company Project Name: _____

Contract #: 16-160

Date: 9-28-2010

Signature:

Note: The successful vendor will submit the above forms to the Procurement Department no later than five (5) days after receiving the "Letter of Recommendation" (vendor's letter will denote the date forms are to be received).

**If there are no subcontracting opportunities the form must be executed (write N/A, sign, date, and return)
Questions, please contact: Ms. Yvonne Gentry at (706) 821-2406**

REV. 8/31/09

Sim # 1

REQUEST FOR PROPOSALS

Request for Proposals will be received at this office until Thursday, September 9, 2010 @ 11:00 A.M. for furnishing:

RFP ITEM #10-160 Landscape Maintenance Services for Solid Waste Department

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

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

RFP documents may be obtained at the office of the Augusta, GA Procurement Department, 530 Greene Street – Room 605, Augusta, GA 30901. **A Mandatory Pre-Proposal Conference will be held on Friday, August 20, 2010 @ 2:00 p.m. in the Procurement Department – Room 605. All questions must be submitted in writing to the office of the Procurement Department by Tuesday, August 24, 2010 @ 5:00 P.M. by fax at 706-821-2811 or by mail. No RFP will be accepted by fax, all must be received by mail or hand delivered.**

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

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

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

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

Augusta-Richmond County, Georgia does not operate a DBE, MBE or WBE Program but rather pursuant to its code of ordinances, this local government operates instead a Local Small Business Opportunity Program.

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle July 29, August 5, 12, 19, 2010
Metro Courier August 4, 2010

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

RFP Item #10-160 Landscape Maintenance Services For the City of Augusta - Solid Waste Department Bid Opening Date: Thursday, September 9, 2010 at 11:00 a.m.						
Vendors:	Davis Lawn Care 316 Un Court, Ste 2 Grovetown, GA 30813	TruGreen 110 Shortcut Road North Augusta, SC 29860	Prescott Industries 2404 Old Savannah Road Augusta, GA 30901	Between The Edges Lawncare 1012 Wheeler Lane Augusta, GA 30909	CSRA Landscaping 2232A Peach Orchard Augusta, GA 30906	Andy Watson 4447 Shadowood Augusta, GA 30907
Attachment B	Missing Pages			Yes	Yes	
Bidder's Form/ Acknowledgement of Addenda	Yes			Yes	Yes	
Original	Yes			Yes	Yes	
Six Copies	Yes			Yes	Yes	
Proposal Form	Non-Compliant			Yes	Yes	No Response
Item #	1					

Pre-Proposal Conference
RFP Item #10-160
Landscape Maintenance Services
For the City of Augusta – Solid Waste Department
Friday, August 20, 2010 at 2:00 p.m.

PLEASE PRINT

NAME	COMPANY/DEPT.	ADDRESS/CITY/STATE/ZIP CODE	TELEPHONE NUMBER	FAX NUMBER	Prime/Sub/
1. Cindy Williams	DBE	501 Greene St Augusta, GA 30601	706 821-2404	706 821-4228	
2. Cindy Correia	Davis Lawn Care, LLC	316 UN Court, Suite 2 Provetown, GA 30813	706 451-1789	706-854- 0788	
3. Kenneth Walter	TruGreen	110 Shortcut Rd. N. Augusta, SC 29860	706-284- 5557	803-279 5662	
4. Arthur Prescott	Prescott Industries, Inc.	2404 Old Savannah Rd Augusta, GA 30906	(506) 231- 0846	N/A	
5. Brent Barlow	Between The Edges Lawn Care	1012 Wheeler Lane Augusta, GA 30909	706-863 9997	706-364 9323	
6. Tammie Faulkner	A-RC SW	4730 Davis Bridge Rd. Blythe, GA 30805	706 592-3218	706 592-3255	
7. Tony Robinson	CSRA Landscape	2232A Peach Orchard	814-6941 706-9516285		
8. Phyllis Mills	Procurement		706 821-2888	706 821-2811	
9. Darrell White	Procurement		706 821-2423	706 821-2811	
10.					
Item # 1					
12.					

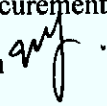


SOLID WASTE DEPARTMENT

Mark Johnson
Director

MEMORANDUM

TO: Ms. Geri Sams
Director - Procurement

FROM: Mark Johnson 
Director

DATE: September 23, 2010

SUBJECT: RFP Item 10-160 Landscape Maintenance Services
Recommendation of Award

The Augusta Solid Waste Department and the Procurement Department have concluded the RFP process for RFP Item #10-160, Landscape Maintenance Services.

After the evaluation process of the two compliant vendors, CSRA Landscaping, Inc., scored significantly higher than the other vendor. They have also met all specified requirements of the RFP documents without taking any exceptions and within an acceptable budget amount. Therefore, it is the recommendation of the Augusta Solid Waste Department that CSRA Landscaping, Inc. should be awarded the contract for Landscape Maintenance Services.

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

MJ/tf

Cc: Phyllis Mills
Nancy Williams
File

Solid Waste Department
4330 Deans Bridge Road, Blythe, GA 30805
(706) 592-3200 – Fax (706) 592-1658
WWW.AUGUSTAGA.GOV

Item # 1

Cumulative Evaluation Sheet - RFP Item #10-160
Landscape Maintenance Services
For the City of Augusta - Solid Waste Department
Wednesday, September 22, 2010 @ 4:00 p.m.

Evaluation Criteria	PTS	Between The Edges Lawncare 1012 Wheeler Lane Augusta, GA 30909	CSRA Landscaping 2232A Peach Orchard Augusta, GA 30906
1. Qualifications of Company – to include relevant projects	30	0.0	5.0
2. Qualifications of Key Personnel that will actually be assigned and directly involved and responsible throughout the duration of the Project.	20	0.0	0.0
3. Work Plan and Overall Service Schedule	30	0.0	13.3
4. References (include specific individuals with addresses and telephone numbers)	10	0.0	8.3
5. Proximity to Augusta Within Augusta Richmond County - 5 pts Within the CSRA - 4 pts Within Georgia - 3 pts Within SE United States (includes AL, TN, NC, FL) - 2 pts All Others - 1pt	5	5.0	5.0
6. Proposal Fee (5 points) Lowest - 5 pts. Second - 4 pts. Third - 3 pts. Fourth - 2 pts Highest - 1 pts.	5	5.0	4.0
TOTAL	100	10.0	35.7

User: Mills, Phyllis

Organization:

City of Augusta, GA (Augusta Commission)

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Planholders List

Member Name City of Augusta, GA (Augusta Commission)

Bid Number RFP-10-160-0-2010/PJM

Bid Name Landscape Maintenance Services

1 Document(s) found for this bid

4 Planholder(s) found.

[Add Planholder](#)

Supplier Name ▲	Phone	Fax	Doc Count	Attributes	Programs	Actions
Construction Journal, Ltd.	8007855165	8005817204	1			Documents
Elite Landscaping	7064956555	7064956555	1			Documents
m.y. contractors inc.	9046650003	9046650174	1	1. African American Owned 2. Small Business 3. Veteran Owned		Documents
SOUTHERN SPECIALTIES, INC.	3526942675	3526942675	1	1. Small Business 2. Veteran Owned 3. Woman Owned		Documents

Page 1 of 1

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Bidders List

Bid Item # 10-160 Cost \$ _____

#	Company Name	Complete Mailing Address	Date	Spec. #	Initials	Mailed by
1	PRIME VENDOR INC ATTN SARA BLAKE 4622 CEDAR AVE BLDG 5 STE 124 WILMINTON NC 28403-6916	10-160 1-800-746-9554	9/4/10		SP	U.S. Mail
2		1-800-746-8307				
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						

~~HORIZON LANDSCAPE GROUP~~
~~4416 COLUMBIA RD~~
~~MARTINEZ, GA 30907~~

DC LAWN CARE
2967 OLD THOMSON ROAD
APPLING, GA 30802

ANDY WATSON LANDSCAPING
4447 SHADOWOOD DRIVE
MARTINEZ, GA 30907

LAWNS UNLIMITED
P. O. BOX 204069
AUGUSTA, GA 30917

THE JORDAN'S GROUP
3702 WASHINGTON ROAD
AUGUSTA, GA 30907

CUTTING EDGE LAWN &
LANDSCAPING
4387 MARSHALL WAY
EVANS, GA 30809

GREEN KEEPER LANDSCAPING
342 BOY SCOUT ROAD
AUGUSTA, GA 30909

AUGUSTA LAWN & TURF
3618 PHILLIPS DRIVE
MARTINEZ, GA 30907

PIEDMONT LANDSCAPE
MANAGEMENT
2013 FRANKE COURT
AUGUSTA, GA 30909

SOUTHERN NATURAL
LANDSCAPING
1059 FRANKE INDUSTRIAL DR
AUGUSTA, GA 30909

CLASSIC LANDSCAPE &
MAINTENANCE
3930 HALEY ROAD
AUGUSTA, GA 30907

BETWEEN THE EDGES, INC.
1012 WHEELER LANE
AUGUSTA, GEORGIA 30909

TURF MASTERS
2014 WESTSIDE COURT
AUGUSTA, GA 30907

BRIAN CARTER LANDSCAPE &
DEVELOPMENT
5026 CONGRESSIONAL DRIVE
AUGUSTA, GA 30907

THE GROUNDSMAN
5000 GROPP WAY
EVANS, GA 30809

RFP ITEM #10-160
LANDSCAPE MAINTENANCE
SERVICES
FOR SOLID WASTE DEPARTMENT
MAILED JULY 29, 2010

RFP ITEM #10-160
LANDSCAPE MAINTENANCE
SERVICES
FOR SOLID WASTE DEPARTMENT
RFP DUE: THUR. 9/9/10 @ 11:00 A.M.

FYI: Process Regarding Request for Proposals and Request for Qualifications

§ 1-10-43

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

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

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

(Ord. No. 6939, § 16, 1-2-07)

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

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

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

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

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

Sec. 1-10-45. Sealed proposals.

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

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

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

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

T1:146

FYI: Process Regarding Request for Proposals
and Request for Qualifications

GENERAL GOVERNMENT

§ 1-10-46

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

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

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

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

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

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

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

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

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

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

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

T1:147



**Engineering Services Committee Meeting
12/13/2010 1:10 PM
Approve the GMP for TEE Center Construction**

Department: Public Services Department - Facilities Management Division

Caption: Approve the Guaranteed Maximum Price (GMP) submitted by the Construction Manager (RW Allen) for TEE Center Construction in the amount of \$27,900,000.

Background: RW Allen, LLC (RWA) was selected under RFQ 10-039 as the TEE Center project's Construction Manager at Risk for the Augusta TEE Center project by the Augusta Commission on January 19, 2010. A purchase order was issued to RW Allen, LLC on April 20, 2010 for the amount of their general conditions, construction fee and preconstruction fee .

Analysis: The proposed monetary modification is required due to bringing the project to a final guaranteed maximum price. Supporting Documentation is Pending.

Financial Impact: Guaranteed Maximum Price: \$27,900,000

Alternatives: 1) Approve the Guaranteed Maximum Price (GMP) submitted by the Construction Manager(RW Allen) for TEE Center Construction in the amount of \$27,900,000. 2) Reject the GMP submitted by RW Allen.

Recommendation: #1. Approve the Guaranteed Maximum Price (GMP) submitted by the Construction Manager (RW Allen) for TEE Center Construction in the amount of \$27,900,000.

Funds are Available in the Following Accounts: FUNDS ARE AVAILABLE IN ACCOUNT: SPLOST funding for TEE Center

REVIEWED AND APPROVED BY:

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

Cover Memo

Item # 2

1015 Broad Street | Augusta, Georgia 30901
Office 706.733.2800 | Fax 706.733.3879 | www.rwallen.com



December 7, 2009

Mr. Jacques Ware
Project Manager, Heery / DED
Augusta Richmond County
Capital Improvements Program Management
501 Greene Street
Augusta, GA 30901

**RE: Guaranteed Maximum Price Contract
Augusta Tee Center**

Mr. Ware,

It is our understanding that Augusta-Richmond County would like to execute a Guaranteed Maximum Price (GMP) contract with R.W. Allen, LLC. Based on our 75% pricing exercise we produced a GMP number of \$29,471,109.00. After a thorough estimate reconciliation meeting with Heery, we were able to reduce the GMP number. However, we still exceeded the established GMP of \$27,900,000.00. Therefore, R. W. Allen has developed the attached list of scope clarification savings and value engineering (ongoing) items in an effort to achieve the desired GMP.

R. W. Allen, LLC will execute the GMP contract in the amount of \$27,900,000.00 based on the project cost reconciliation and the acceptance of the attached value engineering items which are required to achieve the desired GMP.

If you have any questions or concerns regarding the attached items, please do not hesitate to contact us.

Sincerely,
R.W. Allen, LLC

Scott A. Clark
President and CEO
sclark@rwallen.com

Construction Services

Item # 2

 RWAllen	12/7/2010 Augusta Trade, Exhibit, & Event Center <i>Potential Savings</i>
75% GMP Estimate dated 11/17/10	\$29,471,109
Potential Savings	
Design Contingency Reduction	(\$479,885)
Subtotal	\$28,991,224
Scope Clarifications	
Refine wood decking & glu-lam beam scope	(\$20,000)
Metal Wall Panel Scope	(\$20,000)
Door Hardware Scope	(\$15,000)
Eliminate utility screen wall	(\$10,000)
Eliminate roof screen wall at low roof area	(\$5,000)
Refine painting scope	(\$20,000)
Refine flooring scope	(\$90,000)
Refine elevator scope	(\$84,000)
Refine fire protection scope	(\$85,000)
Value Engineering	
Eliminate treatment for wood decking	(\$4,000)
Eliminate FSC requirements for wood decking	(\$8,000)
Eliminate treatment for glu-lam beams	(\$18,000)
Eliminate FSC requirements for glu-lam beams	(\$21,000)
Provide schedule 10 fire sprinkler pipe in lieu of schedule 40	TBD
Eliminate AWI certified cabinet/millwork manufacturer	(\$190,000)
Reduce parapet @ courtyard along the kitchen roof	(\$40,000)
Eliminate (2) toilets (fix., tile, acc. & framing)	(\$7,500)
Eliminate utility screen wall	(\$12,500)
Eliminate roof screen wall at low roof area	(\$5,000)
Install TPO in lieu of metal roof panels	(\$40,000)
Modify duct insulation & stainless wrap	(\$80,000)
Reduce metal panel scope	TBD
Eliminate duct cleaning	(\$75,000)
Provide metal coping in lieu of caststone @ stucco parapets	(\$20,000)
Install ACT in lieu of stucco @ drive thru ceiling	(\$25,000)
Provide stucco in lieu of brick @ the west elevation	(\$3,500)
Provide 5000# standard size car with 4'6" bi-parting doors for freight elev.	(\$130,000)
Provide holed hydraulic elevators in lieu traction elevators	(\$65,000)
Total	\$27,897,724



**Engineering Services Committee Meeting
12/13/2010 1:10 PM
CBWDC Expansion Recommendation**

Department: Public Services Department - Facilities Management Division

Caption: Approve the recommendation to construct an Inmate Intake Facility as the Phase II expansion to the Charles B. Webster Detention Center.

Background: A preliminary look at the trends in the Detention Center population indicated that an additional Housing Pod for the Webster Detention Center may not be the most efficient option for Phase II. Building an Intake Facility at the Webster Detention Center site would allow the County to move this operation from the facility on Walton Way emptying that building. Heery International was asked to conduct a study to investigate whether or not it was feasible to construct an Inmate Intake Facility as Phase II of the Webster Detention Center in lieu of an additional Housing Pod.

Analysis: The addition of an additional housing pod at the Webster Detention Center is not priority at this time, given the trends in inmate population. Building an Inmate Intake Facility at the Webster Detention Center site would allow the County to move this operation away from the facility on Walton Way. With the Sheriff's Office moving into their new facility, this would empty the building on Walton Way, freeing up the county's resources.

Financial Impact:

Alternatives: 1) Approve the recommendation to construct an Inmate Intake Facility as the Phase II expansion to the Charles B. Webster Detention Center. 2) Reject the recommendation to construct an Inmate Intake Facility as the Phase II expansion to the Charles B. Webster Detention Center.

Recommendation: #1. Approve the recommendation to construct an Inmate Intake Facility as Phase II expansion to the Charles B. Webster Detention Center.

Funds are Available in the Following Accounts: FUNDS ARE AVAILABLE IN ACCOUNT: SPLOST VI

REVIEWED AND APPROVED BY:

**Finance.
Procurement.**

Cover Memo

Item # 3

**Law.
Administrator.
Clerk of Commission**



**Engineering Services Committee Meeting
12/13/2010 1:10 PM
Closure of Laney Walker Blvd. from 15th to 13th Streets**

Department: Clerk of Commission

Caption: Discuss a request from the Medical College of Georgia regarding the closure of Laney Walker Blvd. from 15th to 13 Streets. (Requested by Commissioner Grantham)

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:

Clerk of Commission



Engineering Services Committee Meeting
12/13/2010 1:10 PM
GAEPD 319(h) Grant Application-Wetlands Assessment Funding

Department:	Engineering
Caption:	Approve and authorize AED to prepare and submit a project proposal to GAEPD (Georgia Environmental Protection Division) to receive financial assistance through the Section 319 Water Quality grant program.
Background:	GAEPD recently announced the availability of funds through the Section 319 Water Quality Grant Program. These funds will finance activities that identify and implement projects focused on the reduction of prioritized risks and concerns within the community, such as source assessment and control of fecal coliform load within the EPA's listed impaired water bodies of Augusta, Georgia.
Analysis:	Presently there are three (3) Augusta creeks listed as impaired water bodies, which do not support their designated use. The pollutant of concern is fecal coliform (FC). Under the Stormwater Management Permitting Program, EPA/GAEPD is requiring localities to develop and implement programs that will reduce FC load in impaired watersheds. If awarded this grant, AED will utilize funds to support this program. AED will offer in-kind matching funds such as staff time and earthmoving equipment to satisfy matching non-federal fund requirements.
Financial Impact:	Grant amount is \$518,950: 57% federal funds (\$293,450), and 43% matching non-federal funds (\$225,500). Matching non-federal funds are in-kind and approximately \$115,000 will be provided by the Public Services-Maintenance Division, \$45,000 by the Recreation Department, and the remaining \$65,000 by the Engineering Department.
Alternatives:	Approve and authorize AED to prepare and submit a project proposal to GAEPD to receive financial assistance through the Section 319(h) Water Quality grant program.
Recommendation:	Approve and authorize AED to prepare and submit a project proposal to GAEPD to receive financial assistance through the Section 319(h) Water Quality grant program.
Funds are Available in the Following Accounts:	\$225,000 in-kind over a three year period

REVIEWED AND APPROVED BY:

Finance.

Law.

Administrator.

Clerk of Commission

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

Section 319(h) FY2011 Grant Application: Workplan Format

General Instructions:

*All applicants must complete the application form provided and include complete, concise responses to the project requirement/criteria. Applications must be prepared on 8.5' x 11' white paper, printed on both sides. Text must be typed, single-spaced and in 12-point normal font. All pages must be numbered and must NOT be bound by staples. Facsimiles and e-mail submissions will NOT be accepted. **Submission packet must include TWO original hard copies and ONE digital copy saved to a CD in Microsoft Word.** Please include any and all maps, pictures and attachments (if applicable) on the CD.*

Send application package to:

Section 319(h) FY2011 Grant Application
ATTN: Julie Montaigne
NonPoint Source Program
Watershed Protection Branch
4220 International Parkway
Suite 101
Atlanta, GA 30354

Urban Wetland Development for Stream Health

**Section 319(h) FY2011 Grant Proposal
Project Cover Page**

Project Title: Urban Wetland Development for Stream Health

Lead Organization: Augusta - Richmond County, GA

Lead Contact: Garrett Weiss

Date met with GAEPD NonPoint Source Program Staff: 10/21/2010

1. Is this project developing a **new** TMDL Implementation Plan / Watershed Improvement Plan, Watershed Restoration Action Strategy, or other Watershed Management Plan?

YES ☐ NO ☒

2. Is this project revising an **existing** TMDL Implementation Plan / Watershed Improvement Plan, Watershed Restoration Action Strategy, or other Watershed Management Plan to meet USEPA's Nine Key Elements of Watershed Planning?

YES ☐ NO ☒

3. Is this project implementing a TMDL Implementation Plan / Watershed Improvement Plan, Watershed Restoration Action Strategy, or other Watershed Management Plan?

YES ☐ NO ☒

4. For watershed projects, what is the project area size?

One HUC-10 or Smaller ☒ Two HUC-10's ☐ One HUC-8 ☐ Larger than a HUC-8 ☐

5. Please indicate which ONE category best fits the primary objectives and activities of the project, use Table 3, page 34 to determine:

BMP Demonstration	☒
Restoration/Protection/Prevention	☐
Education/Information	☐
Technical Assistance	☐
Regulatory/Enforcement Activities	☐
Planning Activities	☐
Water Quality/Assessment/Monitoring	☐

5. If applicant is a local government, does the lead organization have Qualified Local Government Status in compliance with the requirements of the Georgia Planning Act of 1989 and Service Delivery Strategy Law of 1997?

YES ☒ NO ☐

6. Is the project applicant a WaterFirst community and will the project be taking place within the WaterFirst community?

YES ☐ NO ☒

7. Should the enclosed application not be approved for Section 319(h) grant funds, would you be interested in applying for a GEFA low-cost loan under the nonpoint source provisions to implement this project?

YES ☐ NO ☒

Urban Wetland Development for Stream Health

Section 319(h) FY2011 Grant Project Description

1. **Project Title:** Urban Wetland Development for Stream Health

2. Lead Organization: Name: Augusta – Richmond County Engineering Dept.
Address: 522 Greene St.
Address2:
City, GA zip: Augusta, GA, 30901
Phone: 706-821-1706
Fax: 706-821-1708

Primary Contact: Name: Garrett D. Weiss, PG, CFM, CPSWQ
Title: Stormwater & Environmental Section Manager
Organization: Augusta Engineering Dept.
Address: 522 Greene Street
Address2:
City, GA zip: Augusta, GA 30901
Phone: 706-796-5065
Fax: 706-821-1708
E-mail: gweiss@augustaga.gov

3. **Project Background:**

Wetlands have been shown to be a valuable component of our water resource network, and their protection and restoration in many areas has led to noteworthy improvements in water quality. The utility of wetland filtration has taken many forms, from protection or restoration of natural wetlands to the design and implementation of highly specialized constructed wetlands that emphasize specific wetland capabilities such as nitrification/denitrification. Loss of wetlands, especially smaller wetlands, has been a typical result of urban development. However, in some cases, wetland areas have persisted or developed within urban areas. Such is the case in southeast Augusta, GA, particularly at the toe of high-slope drainage areas. These sites display the general form of a palustrine slope wetland driven by a combination of intermittent surface flows and a baseflow of groundwater emerging due to the significant change in slope. These small wetland areas are likely providing various water quantity and quality benefits including peak flow attenuation, flood prevention, nutrient, temperature, and pH management, and reductions in suspended sediment, organic chemicals and pathogens. In addition, urban wetlands such as this provide numerous ancillary benefits including critical habitat for flora and fauna, recreational and educational opportunities, and aesthetic green space. Of particular importance to this project is the documented ability of wetlands to reduce fecal bacteria counts (90% to 99% reductions) and suspended sediment (mean reduction of 68%) (Kadlec & Wallace, 2009).

One of these existing wetlands is located within the Oates Creek watershed, which is not currently listed on either the 305(b) or 303(d) lists. The Oates Creek watershed is located northeast of and adjacent to the Rocky Creek watershed, which is then directly northeast of the Butler Creek watershed (Fig 1). Both of these streams are listed on the 303(d) list as not attaining their designated use of fishing based on fecal coliform concentration and/or poor or

Urban Wetland Development for Stream Health

very poor macroinvertebrate bioassessment. Sediment is often a contributor to macroinvertebrate stress along with extreme pH, toxins, nutrients, and elevated temperatures (Benham et al., 2009), all of which are commonly associated with urban stormwater. While this existing wetland may already be providing some benefit to Oates Creek, there are many topographically similar areas within and adjacent to this watershed where similar wetlands may have existed, but that are not currently benefiting from such filtration.

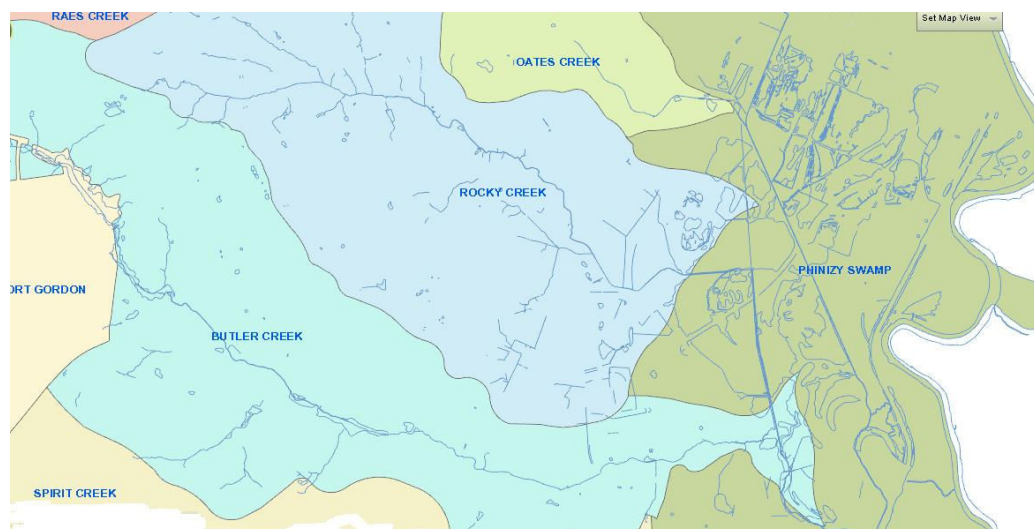


Figure 1. Location of Oates, Rocky and Butler Creek Watersheds in Richmond County, Ga

Of particular interest are similar toe-of-slope areas in the watershed which are currently in use as dry detention ponds with varying rates of functionality. While some of these ponds are providing peak flow attenuation and flood mitigation, some have obstructed outlets and undesirably high normal water levels. In either case they are less able to provide water quality benefits and can be a significant management burden for the municipality to keep them in functional condition. While there are other retrofit options available that may improve water quality and decrease management needs such as wet retention ponds (the practical current condition for some with obstructed outlets), these options may not continue to provide the same level of flow attenuation and flood prevention. Also, while wetland mitigation efforts have historically had low success rates in creating functioning wetlands in areas that are historical uplands, this success rate is much higher in areas that were previously wetland. The occurrence of existing wetlands in the area, paired with critical site selection based on proper hydrology gives good indication of success for further wetland development. The site selection process will also draw upon prior work by Augusta-Richmond County including a TMDL Implementation Plan (ARC, 2009a) and Bacterial Source Tracking Study (ARC, 2009b) for the Butler and Rocky Creek watersheds.

Specifically, this study indicated that bacterial concentrations in both streams increased largely during storm events, indicating a likely source relationship with stormwater that could be treated by wetlands. These studies also provided some spatial data on critical contributing areas that can assist in site selection. This spatial data will be expanded in this study through sub-division and traditional sampling in high-contribution areas identified in the Implementation Plan study and also through a unique approach to fecal coliform source detection. This unique approach will rely upon mosquito trapping to identify areas where a particular species of mosquito (*Culex quinquefasciatus*), known to be uniquely tolerant of waters with high fecal contamination (Burke, et al. 2010), is dominant. Although the full

Urban Wetland Development for Stream Health

development of wetland function has been demonstrated to take longer than the available scope of this grant opportunity, monitoring efforts within the given time period will be able to track the initial development of wetland functions and further monitoring by Augusta – Richmond County beyond the length of this grant will be necessary to capture the full development of the wetlands and their maximum benefit to water quality in Rocky and Butler Creeks.

4. Project Objectives:

- 1) Decrease microbial pathogen concentrations measured by fecal indicator bacteria in Rocky Creek and Butler Creek in keeping with the recommendations of the TMDL reports through decreases in stormwater contributions and increase in in-stream bacterial mortality through improvements of overall stream health and biodiversity
- 2) Reduce stress on biological macroinvertebrate populations and improve bioassessment status and overall stream health through treatment of stormwater (TSS, nutrients, pH, temperature, toxics).
- 3) Highlight the functionality and water quality value of existing palustrine slope wetlands occurring in the urban landscape
- 4) Restore similar government-owned, toe-of-slope areas currently in use as dry detention ponds to functioning wetlands by recreating the conditions seen in the existing wetland
- 5) Compare the water quality treatment performance of the restored wetland sites to the existing (reference) wetland site and to unconverted dry detention ponds

5. Specific Project Activities:

- Assessment of the existing wetland including: 1) surface, groundwater, and evapotranspiration hydrology; 2) flora and fauna biological survey; 3) hydric soil delineation
- Water quality monitoring at the existing wetland and at detention ponds that are candidates for wetland development specifically including sediment load and pathogen indicators; In addition, mosquito sampling correlated to waters with fecal contamination will be used to identify the best candidates
- Sub-watershed traditional sampling to identify critical areas to focus wetland development
- Targeted BMP monitoring pre- and post-wetland development to determine water quality benefits (TSS, nutrients, pH, temperature, toxics)
- Pre- and post-wetland development monitoring of problem fauna such as mosquitoes and snakes to address public concerns with urban wetlands
- Pathogen Indicator and macroinvertebrate bioassessment directly downstream of selected wetland development sites throughout the study to assess benefits to 303(d) impairments and overall stream health
- Wetland development activities including: 1) assessment of current hydrology at detention pond sites; 2) soil assessments at detention pond sites; 3) potential alteration of hydrology by either soil removal or adjustment of drainage structures; 4) augmentation of soils with organic material to stimulate hydric soil and wetland development; 5) introduction of microtopography into development sites; 6) removal of dominant or invasive flora, and 7) establishment of a diverse community of wetland flora based on established literature and assessment of flora at the existing wetland.
- Continued monitoring of wetland development (hydrology, soils, flora, fauna)

Urban Wetland Development for Stream Health

- Educational outreach through signage, community events, K-12 projects and field trips, undergraduate research opportunities, website postings, and eventually public recreational access to the sites.

6. Roles and Responsibilities of Participating Organizations:

The implementation of this grant will be through a partnership between the city of Augusta and a 501(c) (3) non-profit organization Southeastern Natural Sciences Academy (SNSA) of Augusta, GA.

Organization	Responsibilities
Augusta – Richmond County, GA	project oversight, land management, provision of equipment for monitoring and construction activities, access to sites, and long term ownership of the wetland sites
Southeastern Natural Sciences Academy (SNSA)	additional technical expertise, monitoring work, laboratory analysis for water quality samples, data analysis, site selection activities, and wetland development design activities
Adopt-A-Stream (AAS)	benthic macroinvertebrate monitoring activities

7. Specific Outputs:

- **Best Management Practices:**

- a. **Description:** 0911 Urban Stormwater Wetland
- b. **Load Reductions:** *N/A*
- c. **Wetlands:** *Protected (5-10); Restored (5-10)*
- d. **Streambank Stabilization:** *N/A*

- **Monitoring:**

For specific outputs that include monitoring and Quality Assurance Program Plan (QAPP) procedures or Sampling Quality Assurance Plan (SQAP) Procedures, please check the following information as applicable:

- a. **Monitoring Goal:**

- ✓ Pollution source assessment
- ✓ BMP effectiveness
- ✓ 305(b)/303(d) List of Waters assessment

- b. **Monitoring Type:**

- ✓ Biological (i.e. bacteria)
- ✓ Chemical/Physical (i.e. DO, pH, conductivity, etc.)
- ✓ Habitat (i.e. macroinvertebrate, fish IBI, habitat assessments)
- ✓ Sediment (i.e. turbidity, TSS, macroinvertebrate, fish IBI)

List all parameters to be monitored for (See FY2011 Grant Guidelines Table 1) ____
Fecal Coliform,_E.coli,_pH_Sedimentation/Siltation_Temperature_Toxics_____

Urban Wetland Development for Stream Health

c. Expected Monitoring Design: Briefly describe the expected monitoring design. Include information such as expected number of samples, monitoring locations relative to BMPs (upstream and/or downstream), timeline and stream names.

Existing Wetland Assessment

Hydrologic monitoring will include groups of nested piezometers to measure groundwater flux into the wetland and to estimate evapotranspiration through diurnal fluctuation in groundwater with continuous data water level loggers. Water level loggers will also be included at the surface water outlet of the wetland and on major surface water inlets to complete the water budget. Water quality data including dissolved oxygen, pH, temperature, conductivity, TN, TP, TSS, and fecal coliform will be taken from groundwater and surface water inlets and outlets. Approximately 5 samples, each composited over several hours, will be taken each month for each constituent dependent on rainfall events. Biological survey will include transect studies of vegetation as well as herpetological and fish surveys through use of drift fences including funnel traps and pitfall traps, minnow traps, hoop nets, seine nets, and auditory surveys.

Spatial Source Identification

Source identification in this study will take two approaches. One approach consists of monitoring the various tributaries of Butler and Rocky Creek through geometric mean of a minimum of 4 concurrent grab samples at least 24 hours apart and working upstream to identify highest contributing areas. This process was started through the TMDL Implementation plan work done by Augusta-Richmond County by identifying high-contribution subwatersheds which can now be divided into various tributaries. Another approach will involve spatial data associated with mosquito breeding habitat. Critical locations will be identified through existing mosquito management data, household surveys to determine areas with high numbers of mosquitoes, and survey-targeted trapping to identify areas where *Culex quinquefasciatus* is dominant. This dominance will provide indication of fecal contamination and can be compared against tributary sampling. Combining results from both methods, the highest contributing areas will then be a focus for potential wetland sites.

Potential Wetland Site Assessment

Assessment for these sites will take the same form as the existing sites, though the biological survey methods may be truncated due to a lack of continuous pools. This assessment will include all of the same hydrologic methods with continuous data as the existing wetland assessment as well as the same water quality monitoring for surface water during storm events and for any groundwater contribution to surface hydrology if present.

BMP Monitoring

To develop an understanding of the contribution of the wetland conversion to water quality treatment, pre- and post-wetland conversion data will be collected for each site along with water quality treatment data for the existing wetland and an unconverted dry detention pond. Data will include both baseflow (if applicable) and storm-event sampling. Samples will be taken from groundwater, surface water inflow, and surface water outflows. Storm-event sampling will be temporally integrated and include at least 5 samples. Sampling constituents will include

Urban Wetland Development for Stream Health

dissolved oxygen, pH, temperature, conductivity, nitrogen, phosphorus, TSS, and fecal coliform. Some toxics will be monitored as well for the BMP and the existing wetland, but with only 2 samples per year (winter, summer) at each site.

TMDL Monitoring

To directly address improvements to the health of Rocky and/or Butler Creeks pertinent to the previous TMDL report, E. coli sampling and macroinvertebrate sampling will occur directly downstream of the wetland development sites. E. coli sampling will take place with geometric means taken from a minimum of 5 data points each month at least 24 hours apart quarterly throughout the study. Macroinvertebrate and general stream health will be monitored with Adopt-A-Stream methods completed quarterly throughout the study.

- **Products:** In addition to SQAP and the semi-annual and final reports, the project will incorporate results into the TMDL implementation plan, provide educational materials (signage, pamphlets), BMP effectiveness assessment information for regulators on a range of water quality constituents, an assessment of fecal contamination “hot spots” beneficial to local regulators, cutting edge science on a new potential method for identifying these fecal contamination locations (potential journal articles), access to monitoring data and reports, and several acres of new water quality BMP for the Augusta-Richmond County community.
- **Semi-Annual Reports:** Semi-annual progress reports (one hard copy and one electronic copy) will be submitted each February 28 and August 31 for inclusion in the USEPA Grants Reporting and Tracking System.
- **Final Close-Out Report:** A Final Closeout Report (two hard copies and one electronic copy) will be submitted to GAEPD and USEPA for review and approval.

8. Measures of Success:

- ✓ Load reductions in pathogens leaving the sites through wetland functions (>50% improvement in E. coli treatment compared to detention ponds)
- ✓ Improvement of stream health downstream of wetland development projects measured through fecal coliform and macroinvertebrate assessments
- ✓ Demonstration of effectiveness of wetland development sites to improve water quality measures(pH, temperatures, pathogens, toxics, nutrients) beyond the dry detention pond reference site
- ✓ Establishment of biological habitat supporting an increased prevalence and diversity of fauna and flora in the urban environment measured through surveys
- ✓ Public acceptance of the new BMP through educational activities, recreational access, aesthetic appeal, and management of problem fauna to be measured through the Augusta Cares program that currently receives public comments on municipal activities

Urban Wetland Development for Stream Health**9. Milestones:** *(List in chronological order. Include all outputs and activities listed in the above sections.)*

MILESTONE	STARTING DATES	COMPLETION DATES
Submit monitoring plan with QAPP/SQAP procedures to the GAEPD and the USEPA for review and approval. (IF APPLICABLE)	07/2011	08/2011
Execute contract with the Georgia Environmental Protection Division.	08/2011	09/2011
Assessment and monitoring activities at existing wetland	09/2011	09/2012
Submit semi-annual report for GRTS update (each March 15 th and September 15 th)	09/2011	09/2011
Begin monitoring and site selection activities at detention pond sites	11/2011	11/2012
Submit semi-annual report for GRTS update (each March 15 th and September 15 th)	03/2012	03/2012
Submit semi-annual report for GRTS update (each March 15 th and September 15 th)	09/2012	09/2012
Final site selection and completion of wetland development plan; start of downstream TMDL monitoring	09/2012	11/2012
Hydrologic alterations and soil amendments to selected sites	11/2012	02/2013
Establishment of wetland flora on development sites	03/2013	05/2013
Submit semi-annual report for GRTS update (each March 15 th and September 15 th)	03/2013	03/2013
Monitoring of developing wetland sites and downstream TMDL monitoring	06/2013	08/2014
Submit final project close-out report to the GAEPD and the USEPA for review and approval	08/2014	08/2014

Urban Wetland Development for Stream Health**10. Project Location:**

- a) Project Area(s) and Map:** The proposed project will be located in Richmond County, GA, more specifically in the Rocky Creek and Butler Creek watersheds that feed directly into the Savannah River (Fig. 1).
- b) Watershed or project area size (acres):** 34,849 acres (54.45 square miles) total.
Rocky Creek – 13,122 acres; Butler Creek – 21,727 acres
- c) List the following for the watershed or project area:**

	Rocky Creek	Butler Creek
Stream Miles	8.65	15.10
Lake Acreage	50	124
Wetland Acreage	449	1,114

d) Land Uses within the watershed or project area (percentages):

	Rocky Creek	Butler Creek
Agricultural	1.41	2.78
Commercial Forestry	0.00	0.00
Urban/Residential	67.25	35.75
Mining/Extraction	0.00	0.00
Forests/Natural Areas	23.74	56.93
Water/Wetlands	0.38	0.57
Other	7.22	3.97
	100%	100%

Hydrologic Unit Code(s) and Watershed Name(s):

Rocky Creek – 030601060503

Butler Creek - 030601060501

- e) County or Counties:** Richmond County, GA

11. Pollutants to be Addressed: Fecal Coliform, E. coli, pH, Sedimentation/Siltation, Temperature, Toxics**12. Impaired Waters**

- a) Section 303(d) and Section 305(b) lists of waters:** Rocky Creek, Butler Creek

Urban Wetland Development for Stream Health

Waterbody (Miles/Acreage)	Location (County)	Criterion Violated	Category of impairment? (4a, 4b, 4c ,5)	Has a plan been developed to implement a TMDL for this segment?	Will this project address the listed pollutant?
Rocky Creek (8 miles)	Richmond County	Fecal Coliform and Bio-M	4a and 5	Yes	Yes
Butler Creek (9 miles)	Richmond County	Fecal Coliform	5	Yes	Yes

b) Other Known Impairments (only if applicable):

None

13. Planning Activities:

- a) Is the project proposal developing a **new** TMDL Implementation Plan / Watershed Improvement Plan, Watershed Restoration Action Strategy, or other Watershed Management Plan?

Yes____ No__√__

- b) Is the project proposal revising an **existing** TMDL Implementation Plan / Watershed Improvement Plan, Watershed Restoration Action Strategy, or other Watershed Management Plan to meet USEPA's Nine Key Elements of Watershed Planning?

Yes____ No_√__

- c) Is the project proposal implementing a TMDL Implementation Plan / Watershed Improvement Plan, Watershed Restoration Action Strategy, or other Watershed Management Plan? (If checking yes, please identify document and attach relevant sections.)

Yes____, (Year Completed ____) No _√__

- d) Was this plan developed using 319(h) Grant funds?

Yes ____ No ____

If Yes, Which Project? _____

14. Major Nonpoint Source Pollution Categories and Subcategories:

Urban Runoff/Stormwater

Municipal

Commercial

Residential

Illicit Connects/Illegal Hook-ups

Dry Weather Flow

Urban Wetland Development for Stream Health

Highway/Road/Bridge Runoff
Post-Development Erosion and
Sedimentation

Historical Pollutants

Contaminated Sediments
Clean Sediments
Other Historical Pollutants

Other NPS Pollution

Erosion from Derelict Land
Atmospheric Deposition
Natural Sources
Groundwater Loadings
Wildlife

15. Nonpoint Source Pollution Activities:

BMP Demonstration Projects

BMP Performance/Assessment

Restoration/Protection/Prevention

BMP Design/Implementation Activities
in HUC-10 and smaller
Management/Re-vegetation
Sediment Control
Stormwater Discharge Design/Control
Acquisition of Wetland Resources
Wetland Restoration/Protection
Acquisition of Riparian Resources
Riparian Projects
Restoration/Protection/Prevention
Activities

Education/Information Activities

Local (High School, Site Neighborhood)
Education/Information Programs

Water Quality

Assessment/Monitoring

Wetland
Assessment/Monitoring
Riparian
Assessment/Monitoring
TMDL Assessments
Water Quality Problem
Identification
BMP Effectiveness Monitoring
Biological Monitoring

Other Activities

Groundwater (all groundwater
activities)

Urban Wetland Development for Stream Health

16. Project Budget:

NOTE: The project budget must be prepared in this required format and using these object class categories.

Item	Object Class Category	319(h) Grant Funds (60% Maximum)	Non Federal Matching Funds (40% Minimum)	Total
A	Personnel: One (1) Coordinator– 0.15 FTE (\$60,000/Year) for 3 years (project management) One (1) Research Director– 0.15 FTE (\$65,000/Year) for 3 years (research coordination and planning) One (1) Soil/ Water Engineer – 0.68FTE (\$50,000/Year) for 2 years (soil and hydrology assessment, wetland restoration design) One (1) Monitoring Technician – 0.25FTE (38,000/Year) for 3 years (site logistics, site monitoring, data collection, data entry) Two (2) Aquatic Biologists/Volunteer Coordinators– 0.25 FTE (\$40,000/Year) for 3 years (macroinvertebrate, wetland flora and fauna bioassessment) One (1) Field Biologist/Technician– 0.70 FTE (\$18,000/Year) for 3 years (Sample collection, analysis, and educational opportunities)	0 29,250 70,000 0 60,000 37,800	27,000 0 0 28,500 0 0	27,000 29,250 70,000 28,500 60,000 37,800
B	Fringe Benefits: One (1) Staff Position – 0.0 FTE – 00% for x year (Duties)	0	0	0
C	Travel: 1-Soil/Water Engineer 1-Research Director 2-Aquatic Scientists (Technical Seminar and Research Presentation)	4,000	0	4,000
D	Equipment: Thirty(30) Water Level Loggers (hydrologic assessment) One (1) IDEXX Multitray Sealer (Pathogen Indication Testing) Two (2) Field-Based Multiparameter Water Quality Sondes	15,000 4,000 20,200	0 0 0	15,000 4,000 20,200
E	Supplies: Filtration Supplies (TSS Determinations) Supplies for Building/Installing 20-40 Piezometers (Groundwater hydrology assessment) IDEXX Colilert Sample Supplies (Coliform and E.coli Determinations)	2,000 2,000 4,000	0 0 0	2,000 2,000 4,000

Urban Wetland Development for Stream Health

	Nitrogen Analysis Supplies	3,600	0	3,600
	Phosphorus Analysis Supplies	3,600	0	3,600
	Mosquito Monitoring Supplies	3,000	0	3,000
	Wetland Plants (Establishment on developed sites; estimate based on Kadlec and Wallace, 2009)	31,000	0	31,000
	Mulch/Compost (Development of hydric soils)	0	10,000	10,000
F	Contractual: (Using In-House ARC Personnel and Equipment)			
	Toxics Analysis	4,000	0	4,000
	Earthmoving (move or remove soil at development sites, incorporate organic material into soil, create microtopography; estimate based on Kadlec and Wallace, 2009)	0	130,000	130,000
	Dominant/Invasive Extraction (Remove destructive plants)	0	10,000	10,000
	Planting and Establishment (establishment of wetland plants including planting and watering/management activities)	0	20,000	20,000
G	Construction: Does not apply to GAEPD Section 319(h) Grants	N/A	N/A	N/A
H	Other:			
I	Total Direct Charges: (Sum of A-H)	293,450	225,500	518,950
J	Indirect Charges: Indirect Charge Rate	0	0	0
K	Total: (Sum of I and J)	293,450	225,500	518,950

17. Project Attachment(s):

- Revised Bacteria Total Maximum Daily Load Implementation Plan for Butler Creek and Rocky Creek in Augusta, Georgia
- Bacterial Source Tracking Analysis for Butler and Rocky Creeks in Augusta, Georgia

Urban Wetland Development for Stream Health

Works Cited

- ARC, 2009a. *Revised Bacteria Total Maximum Daily Load Implementation Plan for Butler Creek and Rocky Creek in Augusta, Georgia*, Augusta Engineering Department, Stormwater & Environmental Section, Augusta, Georgia, 30901, August 2009.
- ARC, 2009b. *Bacterial Source Tracking Analysis for Butler and Rocky Creeks in Augusta Georgia*. Augusta Engineering Department, Stormwater & Environmental Section, Augusta, Georgia, 30901, August 2009.
- Benham, B.L., J.L. Walker, G.Yagow. 2009. *TMDLs for Benthic Impairment*. Virginia Cooperative Extension: 422-556. <http://www.ext.vt.edu>.
- Burke, R., R. Barrera, M. Lewis, T. Kluchinsky, D. Claborn. 2010 Septic tanks as larval habitats for the mosquitoes *Aedes aegypti* and *Culex quinquefasciatus* in Playa-Playita, Puerto Rico. *Medical and Veterinary Entomology*. 24: 117-123.
- Kadlec, R.H., and S. D. Wallace, 2009. *Treatment Wetlands*, CRC Press, Boca Raton, FL.

Urban Wetland Development for Stream Health

Project Summary (ABSTRACT)

Project Title: Urban Wetland Development for Stream Health

Lead Organization: Name: Augusta – Richmond County Engineering Dept.
Address: 522 Greene St.
Address2:
City, GA zip: Augusta, GA, 30901
Phone: 706-821-1706
Fax: 706-821-1708

Primary Contact: Name: Garrett D. Weiss, PG, CFM, CPSWQ
Title: Stormwater & Environmental Section Manager
Organization: Augusta Engineering Dept.
Address: 522 Greene Street
Address2:
City, GA zip: Augusta, GA 30901
Phone: 706-796-5065
Fax: 706-821-1708
E-mail: gweiss@augustaga.gov

Funding:

Federal Funds Requested	\$293,450
Non-Federal Matching Funds	\$225,500
Total Project Funds	\$518,950

Project Start Date: 08/2011 (Projected)

Completion Date: 08/2014 (Projected)

Project Location: Rocky and Butler Creek Watersheds, Richmond County, GA

Project Background:

Wetlands have been shown to be a valuable component of our water resource network, and their protection and restoration in many areas has led to noteworthy improvements in water quality. Loss of wetlands, especially smaller (<10 acre) wetlands, has been a typical result of urban development. The occurrence of some remaining wetlands in this area, paired with critical site selection based on the indication of proper hydrology gives good indication of success for the development of additional wetlands from current dry detention ponds. These wetlands could provide water quality benefits beyond what is currently being realized from the ponds and help to alleviate some of the stresses causing impairments to 303(d) listed Butler and Rocky Creeks.

Objectives:

- Decrease microbial pathogen concentrations
- Reduce stress on biological macroinvertebrate populations
- Highlight the functionality and water quality value of an existing palustrine slope wetland
- Restore similar areas currently in use as dry detention ponds

Urban Wetland Development for Stream Health

- Compare the water quality treatment performance of the restored wetland sites to the existing (reference) wetland site and to unconverted dry detention ponds

Activities:

- Assessment of the existing wetland
- Sub-watershed traditional sampling to identify critical areas to focus wetland development
- Spatial source identification through mosquito data
- Targeted BMP monitoring pre- and post-wetland development
- Pre- and post-wetland development monitoring of problem fauna
- Pathogen Indicator and macroinvertebrate bioassessment directly downstream of BMPs
- Wetland development activities and continued monitoring of wetland development
- Educational outreach activities

Outputs:

- Semi-annual and final reports
- QAPP and SQAP
- Monitoring data, reports, and maps
- Beneficial additions to TMDL Implementation Plan
- Educational materials and opportunities (signage, pamphlets, research opportunity, recreational access)
- BMP effectiveness assessment information for regulators on a range of water quality constituents
- An assessment of fecal contamination “hot spots” beneficial to local regulators
- Cutting edge science on a new potential method for identifying these fecal contamination locations
- Several acres of new water quality BMP for the Augusta-Richmond County community.

Expected Outcome:

It is expected that wetland development will be successful with careful site selection and dutiful pre-development monitoring and data-driven design. Post-development monitoring of these wetlands is expected to show additional water quality benefits over the existing dry ponds while alleviating management problems currently associated with the ponds.

Budget Summary:

NPS Pollution Activities	319(h) Grant Funds	Non-Federal Matching Funds
BMP Demonstration Projects	\$107,773	\$127,607
Restoration/Protection/Prevention	\$58,012	\$72,918
Education/Information	\$61,490	\$11,100
Technical Assistance		
Regulatory/Enforcement Activities		
Planning Activities		
Water Quality Assessment/Monitoring	\$66,175	\$13,875
TOTALS:	\$293,450	\$225,500
	(57%)	(43%)



**Engineering Services Committee Meeting
12/13/2010 1:10 PM**

Morgan Road Improvements- Change Number Six and Change Order Number Two

Department:

Caption: Approve Capital Project Budget Change Number Six and Change Order Number Two in the amount of \$168,450.70 with Mabus Brothers Construction, Inc. for the Morgan Road Improvements Project CPB 323-041110-296823665. This Change Order is for services associated with additional work to complete the existing water system upgrades as well as select backfill used during construction of the new sewer main on the Morgan Road project as requested by AED. Funding is available in SPLOST Phase IV Utilities Projects recapture account.

Background: Morgan Road is currently undergoing a widening project. The additional water line work would insure that the public will maintain adequate pressure during peak times of water use and also ensure that the water is being circulated in the water tank on Morgan Road. Mabus Brothers is asking for an additional 90 days to complete the work.

Analysis: AUD has evaluated the proposal from Mabus Brothers Construction to Change Order #2 and has considered the proposal fair and reasonable to accomplish the project.

Financial Impact: Funds are available in the amount of \$168,450.70 in SPLOST Phase IV Utilities Projects recapture account.

Alternatives: Approve Capital Project Budget Change Number Six and Change Order Number Two in the amount of \$168,450.70 with Mabus Brothers Construction, Inc for the Morgan Road Improvements Project CPB 323-041110-296823665. This Change Order is for services associated with additional work to complete the existing water system upgrades as well as select backfill used during construction of the new sewer main on the Morgan Road project as requested by AED. Funding is available in SPLOST Phase IV Utilities Projects recapture account. 2) Do not approve and stop a much needed service.

Recommendation: Approve alternative one.

Funds are Available in the Following Accounts: SPLOST Phase IV Utilities Projects recapture account.

REVIEWED AND APPROVED BY:

Finance.

Procurement.

Law.

Administrator.

Clerk of Commission

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

Augusta-Richmond County, Georgia

CPB#323-041110-296823665

**CAPITAL PROJECT BUDGET
MORGAN ROAD
CHANGE NUMBER SIX**

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

Section 1: The project is authorized to CPB#323-041110-296823665. This change is necessary for additional work to complete on the existing water main as well as select backfill used during construction of the new sewer main for the Morgan Road Project. Funding in the amount of \$168,451 is available in AUD SPLOST PHASE IV Recapture account for this Change Order Number Two.

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

Special 1% Sales Tax, Phase III	\$ 2,641,900
Special 1% Sales Tax, Phase I	\$ 698,100
Special 1% Sales Tax, Phase I Recapture	\$ 549,193
Special 1% Sales Tax, SPLOST Fund Balance Account	\$ 1,190,849
Special 1% Sales Tax, Phase III	\$ 215,649
Augusta Utilities	\$ 719,102
Augusta Utilities Phase IV Recapture	\$ 168,451
GDOT	<u>\$ 625,000</u>
	\$ 6,808,244

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

	By Basin		By District
Phinizy Swamp	\$6,808,244	1st	
			\$ 6,808,244

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

Adopted this _____ day of _____.

Approved

Honorable Deke Copenhaver, Mayor

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

Augusta-Richmond County, Georgia

CPB#323-041110-296823665

**CAPITAL PROJECT BUDGET
MORGAN ROAD
CHANGE NUMBER SIX**

	CPB AMOUNT	CPB	NEW
<u>SOURCE OF FUNDS</u>	<u>CPB</u>	<u>CHANGE</u>	<u>CPB</u>
SPECIAL 1% SALES TAX, PHASE III 323-04-1110-6011110-296823333	(\$1,857,549)	\$0	(\$1,857,549)
SPLOST Fund Balance Account 323-00-0000-3952110	(\$1,190,849)	\$0	(\$1,190,849)
SPECIAL 1% SALES TAX, PHASE I 321-04-1110-6011110-288821333	(\$698,100)	\$0	(\$698,100)
SPECIAL 1% SALES TAX, PHASE I 321-04-1110-6011110-288821333	(\$549,193)	\$0	(\$549,193)
SPECIAL 1% SALES TAX, PHASE II 322-00-0000-000000000	(\$1,000,000)	\$0	(\$1,000,000)
AUGUSTA UTILITIES 507043420-5425210/ 80900020-5425210	(\$719,102)		(\$719,102)
GDOT	(\$625,000)	\$0	(\$625,000)
AUD PHASE IV RECAPTURE		(\$168,451)	(\$168,451)
TOTAL SOURCES:	(\$6,639,793)	(\$168,451)	(\$6,808,244)
<u>USE OF FUNDS</u>			
ENGINEERING 323-04-1110-5212115-296823665 AUD 507-043420-5425210/80900020 (\$7950) appr'd 5/12/09	\$178,950	\$0	\$178,950
ADVERTISING 323-04-1110-5233119-296823665	\$1,000	\$0	\$1,000
RIGHT OF WAY 323-04-1110-5411120-296823665	\$98,000	\$0	\$98,000
CONSTRUCTION 323-04-1110-5414110-296823665	\$5,051,498	0	\$5,051,498
AUGUSTA UTILITIES-SANITARY SEW 507043420-5425210/ 80900020-5425210	\$711,152	\$0	\$711,152
UTILITIES 323-04-1110-5414510-296823665	\$599,193		\$599,193
CONTINGENCY 323-04-1110-6011110-296823665			

Augusta-Richmond County, Georgia

CPB#323-041110-296823665

**CAPITAL PROJECT BUDGET
MORGAN ROAD
CHANGE NUMBER SIX**

GDOT

AUD SANITARY SEWER	\$168,451	\$168,451

TOTAL USES:	\$6,639,793	\$168,451	\$6,808,244

Change Order Number: Two Date: December 1, 2010
Project Title: Morgan Road Improvements Project
Original Contract Date: 01.22.09 Project Number: 323.041110.296823665
Owner: Augusta Richmond County P.O. Number: P161064
Contractor: Mabus Brothers Construction, Inc.

The following change order is hereby made to the proposal for the above project:

TOTAL AMOUNT OF THIS CHANGE ORDER	<u>\$ 168,451.00</u>
Original Contract Amount	<u>\$4,426,497.96</u>
Previous Change Order (Increased / Decreased)	<u>\$ 711,152.00</u>
This Change Order (<u>Increased</u> / Decreased)	<u>\$ 168,451.00</u>
TOTAL CONTRACT WITH CHANGE ORDER(S)	<u>\$5,306,100.96</u>

* * * * *

Funding Source/Account Number: AUD SPLOST PHASE IV RECAPTURE

Submitted By: _____ Date: _____
Construction Manager

Submitted By: _____ Date: _____
Department Head

Finance Endorsement: _____ Date: _____
Finance Director

Approved By: _____ Date: _____
Mayor

Accepted By: _____ Date: _____
Contractor

MABUS BROS. CONSTRUCTION CO., INC.**920 MOLLY POND ROAD****AUGUSTA, GA 30901****PHONE: (706) 722-8941****FAX: (706) 722-7521****QUOTE**JOB: Morgan Road Improvements
Augusta, GA

DATE: 11/10/2010

CHANGE ORDER #2

**12" WATERLINE, CHECK VALVES & ELECTRIC ACTUATOR VALVE VAULT
MOVING EXISTING WATER SERVICE FROM 12" TO 6" WATERMAIN**

ITEM	UNITS	UNIT QTY	UNIT PRICE	TOTAL PRICE
6" DIP Waterline	LF	348.5	\$ 23.54	\$ 8,203.69
12" DIP Waterline	LF	943.5	\$ 50.41	\$ 47,561.84
6" MJ 45 Deg Bend W/Mlugs	EA	4	\$ 150.05	\$ 600.20
6" MJ 90 Deg Bend W/Mlugs	EA	2	\$ 150.05	\$ 300.10
12" MJ 90 Deg Bend W/Mlugs	EA	1	\$ 400.61	\$ 400.61
12" MJ 45 Deg Bend W/Mlugs	EA	6	\$ 370.51	\$ 2,223.06
20" X 12" MJ Reducer W/Mlugs	EA	1	\$ 940.52	\$ 940.52
6" MJ Long Sleeve W/Mlugs	EA	5	\$ 153.05	\$ 765.25
12" MJ Long Sleeve W/Mlugs	EA	3	\$ 362.81	\$ 1,088.43
6" Flg Check Valve W/Uniflange & Flangepacks	EA	2	\$ 1,855.77	\$ 3,711.54
12" Flg Check Valve W/Uniflange & Flangepacks	EA	2	\$ 5,196.37	\$ 10,392.74
6" x 6" MJ Tapping Sleeve & Valve, Box, Collar, Mlugs	EA	5	\$ 2,799.18	\$ 13,995.90
12" x 12" MJ Tapping Sleeve & Valve, Box, Collar, Mlugs	EA	1	\$ 6,818.16	\$ 6,818.16
Concrete Vault for 6" Electric Actuator Valve	EA	1	\$ 10,055.16	\$ 10,055.16
Directional Bore Service Line Under Road	LF	1200	\$ 15.00	\$ 18,000.00
3/4" K Copper Water Service	EA	10	\$ 1,108.25	\$ 11,082.50
1" K Copper Water Service	EA	1	\$ 1,252.70	\$ 1,252.70
2" K Copper Water Service	EA	1	\$ 2,408.30	\$ 2,408.30
3/4" Wet Tap	EA	10	\$ 100.00	\$ 1,000.00
1" Wet Tap	EA	1	\$ 125.00	\$ 125.00
2" Wet Tap	EA	1	\$ 225.00	\$ 225.00
12" x 6" Jack & Bore (includes: casing, spacers, end seals & lock rings for DIP pipe) at church STA +35+00	LF	120	\$ 200.00	\$ 24,000.00
Valve Manhole for 12" Check Valve (0-6' deep)	EA	1	\$ 1,800.00	\$ 1,800.00
Testing & Chlorination	LS	1	\$ 1,500.00	\$ 1,500.00
TOTAL				\$ 168,450.70

NOTES:

- 1) 5' x 8' x 6' Concrete Vault is quoted installed with the following: 6" Bypass with DIP Piping, 2 - 6" x 6" x 6" Tees,

2 - 6" 90 Degree Bends, 3' x 3' Alum Hatch & Drain Hole

- 2) 6" Electric Actuator Valve to be paid for & supplied by Augusta Utilities Department to Mabus Brothers Supplier for installation in vault prior to delivery of vault to site.
- 3) All wiring & electrical work to be supplied and installed by Augusta Utilities Department.
- 4) This quote is a unit price quote. You will be billed by quantities actually installed.
- 5) Quantities are estimated from mapping supplied by Augusta Utilities Department.
- 6) Mabus Bros. is requesting that an additional 90 days be added to the contract completion time for this work.
- 7) Any road patching required will be done at a price of \$50/SY.
- 8) Any required curb & gutter replacement will be done at the prices in the bid.

Jeffery L. Cooper, Estimator



Engineering Services Committee Meeting

12/13/2010 1:10 PM

Motion to Approve Outdoor Landscape Watering Ordinance and to Waive Second Reading

Department: Law

Caption: Motion to approve Outdoor Landscape Watering Ordinance and to waive second reading.

Background: Augusta, Georgia recognizes a need to create a culture of water conservation and to plan for water supply enhancement during future extreme drought conditions and other water emergencies.

Analysis: The General Assembly of the State of Georgia has required all counties in Georgia to adopt an ordinance to be in effect no later than January 1, 2011 to allow outdoor watering of landscape to between the hours of 4:00pm and 10:00am (with certain exceptions).

Financial Impact: None.

Alternatives: Do not pass Outdoor Landscape Watering ordinance.

Recommendation: Approve this ordinance for Outdoor Landscape Watering and waive second reading.

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

REVIEWED AND APPROVED BY:

Clerk of Commission

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE AUGUSTA, GEORGIA CODE, TITLE FIVE TO ADD SECTION 5-2-83 TO PROVIDE FOR RESTRICTIONS FOR OUTDOOR WATER USAGE; TO REPEAL ALL CODE SECTIONS AND ORDINANCES AND PARTS OF CODE SECTIONS AND ORDINANCES IN CONFLICT HERewith; TO PROVIDE AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

WHEREAS, Augusta, Georgia recognizes an imminent need to create a culture of water conservation and to plan for water supply enhancement during future extreme drought conditions and other water emergencies;

WHEREAS, reasonable restrictions on the outdoor watering of landscape are necessary to address this in furtherance of addressing this need;

WHEREAS, the General Assembly of the State of Georgia has required all counties in Georgia to adopt an ordinance to be in effect no later than January 1, 2011 to allow outdoor watering of landscape to between the hours of 4:00pm and 10:00am (with certain exceptions); and

WHEREAS, pursuant to O.C.G.A. § 12-5-7, the Augusta, Georgia Commission has prepared this ordinance to address outdoor watering of landscape

THE AUGUSTA-RICHMOND COUNTY COMMISSION ordains as follows:

SECTION 1. AUGUSTA, GA. CODE Section 5-2-83 was reserved as set forth in the AUGUSTA, GA. CODE, re-adopted July 10, 2007. The Augusta Code is hereby amended by new Code Section known as 5-2-83 as set forth in “Exhibit A” hereto.

SECTION 2. Section 5-2-84 thru 5-2-109 of the AUGUSTA, GA CODE shall remain reserved.

SECTION 3. This ordinance shall become effective upon its adoption in accordance with applicable laws.

Exhibit A

Section 5-2-83 Outdoor Water Usage

(a) Applicability

This article shall be applicable to all persons which use or purchase water from Augusta, Georgia water supply and sewerage system.

(b) Purpose and policy

The purpose of this section is to protect the public health, safety, environment, and general welfare through adopting and enforcing water use measures that encourage water conservation and ensure adequate supplies of water for the citizens of Augusta, Georgia. It is the policy of Augusta, Georgia to promote water conservation by regulating outdoor water use and by complying with the laws and regulations imposed by the State on outdoor water use.

(c) Restriction on outdoor water of landscape

Except for those activities exempted in section 5-2-83(d), outdoor landscape watering, meaning watering for purposes of planting, growing, managing, or maintaining ground cover trees, shrubs, or other plants, may occur only between the hours of 4:00p.m. and 10:00a.m..

(d) Exceptions to the restrictions of section 5-2-83(c)

The limitation provided for in section 5-2-83(c) shall not create any limitation upon the following outdoor water uses:

- 1) Commercial raising harvesting, or storing of crops; feeding, breeding, or managing livestock or poultry; the commercial production or storing of feed for use in the production of livestock, including but not limited to, cattle, calves, swine, hogs, goats, sheep, and rabbits, or for the use in the production of poultry, including, but not limited to, chicken, hens, ratites, and turkeys; producing plants, trees, fowl, or animals; or the commercial production of aquacultural, horticultural, dairy, livestock, poultry, eggs, and apiarian products or as otherwise defined in O.C.G.A. § 1-3-3;
- 2) Capture and reuse of cooling system condensate or storm water in compliance with applicable Augusta, Georgia ordinances and state guidelines;
- 3) Reuse of gray water in compliance with O.C.G.A. § 31-3-5.2 and applicable local board of health regulations;
- 4) Use of reclaimed waste water by a designated user from a system permitted by the Environmental Protection Division of the Georgia Department of Natural Resources to provide reclaimed waste water;
- 5) Watering personal food gardens;
- 6) Watering new and replanted plant, seed, or turf in landscapes, golf courses, or sports turf fields during installation and for a period of 30 days immediately following the date of installation;
- 7) Drip irrigation or irrigation using soaker hoses;

- 8) Hand watering with a hose with automatic cutoff or handheld container;
- 9) Use of water withdrawn from private water wells or surface water by an owner or operator of property if such well or surface water is on said property;
- 10) Watering horticultural crops held for sale, resale, or installation;
- 11) Watering athletic fields, golf courses, or public turf grass recreational areas;
- 12) Installation, maintenance, or calibration of irrigation systems; or
- 13) Hydroseeding.

(e) Enforcement

- 1) No person shall use or allow the use of water in violation of the restrictions on outdoor water use contained in ordinance.
- 2) The Augusta Utilities Department shall be the primary enforcement authority for this ordinance.
- 3) Criminal and alternative penalties. Any violation of this action may also be enforced by a citation or accusation returnable to the Magistrate Court or by any other legal means as set forth in this Code.

(f) Violation; penalties

Violation of this article shall be subject to penalties as provided for in Sections 1-6-1 and 5-2-39.

Sections 5-2-84 – 5-2-109 Reserved



**Engineering Services Committee Meeting
12/13/2010 1:10 PM
Motion to approve Solid Waste Contract Extensions**

Department: Solid Waste

Caption: Motion to approve Solid Waste Contract Extensions to Solid Waste Collection Contract No. 06-001 for the year 2011.

Background: The Augusta Solid Waste Collection Contract No. 06-001 expires December 31, 2010. The original contract was for a term of five years with two one-year options. The Augusta Commission authorized the Solid Waste Department to negotiate the contract extensions in August 2010. The attached addenda will exercise one of the one-year options.

Analysis: The contract addendum for each of the contracted haulers – Augusta Disposal and Recycling, Inland Services, and Advanced Disposal provides for a one-year extension of the current solid waste collections contract. Two of the contracted haulers agreed to forgo the annual price increase as provided for in the original contract as well as provide additional consideration.

Financial Impact: See attached.

Alternatives: Do not approve contract addenda.

Recommendation: Approve the contract addenda.

Funds are Available in the Following Accounts: Included in Solid Waste Department Budget.

REVIEWED AND APPROVED BY:

Clerk of Commission

ADDENDUM TO THE
SOLID WASTE COLLECTION CONTRACT NO. 06-001 BETWEEN
AUGUSTA, GEORGIA (AUGUSTA RICHMOND COUNTY)
AND AUGUSTA DISPOSAL & RECYCLING, INC.

This is an Addendum to the Solid Waste Collection Contract No. 06-001 between Augusta, Georgia (Augusta Richmond County) and Augusta Disposal & Recycling, Inc. The herein parties agree that the Addendum modifies Contract No. 06-001 in the following ways:

A. Section 15: Contract Term

The County and Contractor through mutual agreement may extend this Contract for an additional period of one (1) year. The County must provide Contractor a minimum of 90 days notice of its intent to extend the Contract. If the County extends this Contract, the same terms, conditions, and methods of payment shall apply during the extension period.

County's payment obligation hereunder for succeeding fiscal periods shall be subject to availability and appropriation of funds. In the event County does not appropriate funds, at the beginning of a fiscal year for this Contract, said Contract shall terminate.

B. Section 75: Vehicle Specifications

2.) The County relinquishes an average age requirement of fleet vehicles used in the collection Contract, provided that all such vehicles shall remain in good repair and sound operating condition.

C. Section 401: Payment for Third-Party/Commercial Volume

1.) The Contractor guarantees the disposal of 1375 (one thousand three hundred and seventy-five) tons of third party or non-contract volume per month to be disposed at the County's Solid Waste Facility.

a.) The Contractor shall pay a monthly rate of \$27.50 per ton to the County's Solid Waste Department. (Contractor shall also pay all taxes and applicable fees.)

b.) The guaranteed monthly volume of 1375 tons shall be calculated as a monthly average to be based upon the volume disposed of during each quarter.

D. Section 430: Adjustments

1.) CPI Adjustment

a.) The Contractor relinquishes entitlement and forgoes any right to any increase in the agreed upon rate, including, but not limited to, any actual percentage change in the CPI (as defined in Section 430 (1) (b) in Solid Waste Collection Contract 06-001 between Augusta, Georgia and Augusta Disposal & Recycling, Inc.). The Contractor agrees to charge and accept the current rate as full payment for services provided under Contract No. 06-001.

E. Contract No. 06-001, as modified herein, shall be extended for a period of one year.

F. The “effective date” of this Addendum shall be the date this addendum is approved by the August-Richmond County Commission.

G. The “start date” of Contract No. 06-001 as modified herein shall be January 1, 2011.

H. The Contract No. 06-001 between Augusta, Georgia (Augusta Richmond County) and Augusta Disposal & Recycling, Inc. remains in full force and effect, except as modified by the herein Addendum.

The terms of the foregoing Addendum to the Solid Waste Collection Contract No. 06-001 were approved by the Augusta-Richmond County Commission on the ____ day of _____, 2010.

Augusta, Georgia

By: _____
As its Mayor

Attest:

Clerk of Commission

SEAL:

Sworn to and subscribed before me this ____ day of _____, 2010.

Notary Public

My Commission Expires: _____

The terms of the foregoing Addendum to the Solid Waste Collection Contract No. 06-001 were approved by Augusta Disposal & Recycling, Inc. on the ____ day of _____, 2010.

The foregoing Contract and Addendum is hereby executed by the below-listed parties:

Augusta Disposal & Recycling, Inc.

By: _____

As its: _____

Sworn to and subscribed before me this ____ day of _____, 2010.

Notary Public

My Commission Expires: _____

ADDENDUM TO THE
SOLID WASTE COLLECTION CONTRACT NO. 06-001 BETWEEN
AUGUSTA, GEORGIA (AUGUSTA RICHMOND COUNTY)
AND INLAND SERVICE CORPORATION

This is an Addendum to the Solid Waste Collection Contract 06-001 between Augusta, Georgia (Augusta Richmond County) and Inland Service Corporation. The herein parties agree that the Addendum modifies Contract No. 06-001 in the following ways:

A. Section 15: Contract Term

The County and Contractor through mutual agreement may extend this Contract for an additional period of one (1) year. The County must provide Contractor a minimum of 90 days notice of its intent to extend the Contract. If the County extends this Contract, the same terms, conditions, and methods of payment shall apply during the extension period.

County's payment obligation hereunder for succeeding fiscal periods shall be subject to availability and appropriation of funds. In the event County does not appropriate funds, at the beginning of a fiscal year for this Contract, said Contract shall terminate.

B. Section 75: Vehicle Specifications

2.) The County relinquishes an average age requirement of fleet vehicles used in the collection Contract, provided that all such vehicles shall remain in good repair and sound operating condition.

C. Section 430: Adjustments

1.) CPI Adjustment

a.) The Contractor relinquishes entitlement and forgoes any right to any increase in the agreed upon rate, including, but not limited to, any actual percentage change in the CPI (as defined in Section 430 (1) (b) in Solid Waste Collection Contract 06-001 between Augusta, Georgia and Inland Service Corporation). The Contractor agrees to charge and accept the current rate as full payment for services provided under Contract No. 06-001.

- D. The “effective date” of this Addendum shall be the date this addendum is approved by the Augusta-Richmond County Commission.
- E. The “start date” of Contract No. 06-001 as modified herein shall be January 1, 2011.
- F. Contract No. 06-001, as modified herein, shall be extended for a period of one year.
- G. The Contract No. 06-001 between Augusta, Georgia and Inland Service Corporation remains in full force and effect, except as modified by the herein Addendum.

The terms of the foregoing Addendum to the Solid Waste Collection Contract No. 06-001 were approved by the Augusta-Richmond County Commission on the ____ day of _____, 2010.

Augusta, Georgia

By: _____
As its Mayor

Attest:

Clerk of Commission

SEAL:

Sworn to and subscribed before me this ____ day of _____, 2010.

Notary Public

My Commission Expires: _____

The terms of the foregoing Addendum to the Solid Waste Collection Contract No. 06-001 were approved by Inland Service Corporation on the ____ day of _____, 2010.

The foregoing Contract and Addendum is hereby executed by the below-listed parties:

Inland Service Corporation

By: _____

As its: _____

Sworn to and subscribed before me this ____ day of _____, 2010.

Notary Public

My Commission Expires: _____

**ADDENDUM TO THE
SOLID WASTE COLLECTION CONTRACT NO. 06-001 BETWEEN
AUGUSTA, GEORGIA (AUGUSTA RICHMOND COUNTY)
AND ADVANCED DISPOSAL SERVICES AUGUSTA, LLC**

This is an Addendum to the Solid Waste Collection Contract No. 06-001 between Augusta, Georgia (Augusta Richmond County) and Advanced Disposal Services Augusta, LLC. The herein parties agree that the Addendum modifies Contract No. 06-001 in the following ways:

- A. In adherence to the notice requirement in Section 15, the Contractor was orally notified of the intent to extend the Contract in a meeting with the Solid Waste Department on or about September 23, 2010.
- B. Section 15: Contract Term
The County and Contractor through mutual agreement may extend this Contract for an additional period of one (1) year. The County must provide Contractor a minimum of 90 days notice of its intent to extend the Contract. If the County extends this Contract, the same terms, conditions, and methods of payment shall apply during the extension period.

County's payment obligation hereunder for succeeding fiscal periods shall be subject to availability and appropriation of funds. In the event County does not appropriate funds, at the beginning of a fiscal year for this Contract, said Contract shall terminate.
- C. Contract No. 06-001, as modified herein, shall be and is hereby extended for a period of one year.
- D. The "effective date" of this Addendum shall be the date this addendum is approved by the Augusta-Richmond County Commission.
- E. The "start date" of Contract No. 06-001 as modified herein shall be January 1, 2011.
- F. The Contract No. 06-001 between Augusta, Georgia (Augusta Richmond County) and Advanced Disposal Services Augusta, LLC. remains in full force and effect, except as modified by the herein Addendum.

The terms of the foregoing Addendum to the Solid Waste Collection Contract No. 06-001 were approved by the Augusta-Richmond County Commission on the ____ day of _____, 2010.

Augusta, Georgia

By: _____
As its Mayor

Attest:

Clerk of Commission

SEAL:

Sworn to and subscribed before me this ____ day of _____, 2010.

Notary Public

My Commission Expires: _____

The terms of the foregoing Solid Waste Collection Contract No. 06-001 were approved by Advanced Disposal Services Augusta, LLC on the ____ day of _____, 2010.

The foregoing Contract and Addendum is hereby executed by the below-listed parties:

Advanced Disposal Services Augusta,
LLC

By: _____

As its: _____

Sworn to and subscribed before me this ____ day of _____, 2010.

Notary Public

My Commission Expires: _____

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**SOLID WASTE COLLECTION CONTRACT
BETWEEN AUGUSTA, GEORGIA (AUGUSTA RICHMOND COUNTY)
AND AUGUSTA DISPOSAL & RECYCLING, INC.**

This solid waste collection Contract is entered into by and between, Augusta, Georgia, a consolidated local government, which is both a municipal corporation and a County, being a political subdivision of the State of Georgia, [by and through Augusta Richmond County's Solid Waste Department] hereinafter "County" or "Augusta" and Augusta Disposal & Recycling, Inc. of Augusta "Contractor" to provide for Garbage, Yard Waste, Recycling and Bulky Waste collections from Units located within the Collection Area (as hereinafter defined).

The parties, in consideration of the promises, representations and warranties contained herein, agree as follows:

A. Overview

Section 5. Purpose and Intent – Legal Relationship of Parties

This Contract creates the legal relationship of independent Contractor by and between Augusta Disposal & Recycling, Inc. and the "County".

This Contract engages Augusta Disposal & Recycling, Inc. of Augusta to collect Garbage, Yard Waste, Recycling and Bulky Waste from Units within the Collection Area.

Section 10. Negotiation Costs

The Contractor shall bear its own cost of negotiating this Contract and developing all required materials. The County shall not be charged for any services or other work performed prior to the Start Date.

Section 15. Contract Term

This Contract is entered into on this ____ day of _____, 2005 ("Effective Date"). The collection services will begin on January 1, 2006 ("Start Date") and continue for a term of five (5) years, ending at Midnight December 31, 2010. The County and Contractor through mutual agreement may extend this Contract for two (2) successive one (1) year periods. The County must provide Contractor a minimum of 90 days notice of its intent to extend the Contract. If the County extends this Contract, the same terms, conditions, and methods of payment shall apply during the extension period.

County's payment obligation hereunder for succeeding fiscal periods shall be subject to availability and appropriation of funds. In the event County does not appropriate funds, at the beginning of a fiscal year for this Contract, said Contract shall terminate.

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Section 20: Incorporation of Exhibits

1. The Contractor and the County acknowledge and agree that each of the following exhibits is attached to this Contract and is incorporated into and made a part of this Contract by reference:

Exhibit A: Collection Area

Exhibit B: Rate Table

Exhibit C: Force Majeure Rate Table

Exhibit D: Eviction/Vacant Lot Rate Table

2. If there is a conflict between any exhibit and the Contract, the provisions of the exhibit shall prevail.

Section 25: Contract Limitations

At the time of award, the Contractor shall not be awarded or have control of more than 50% of the total number of Units.

During the term of the agreement, no Contractor shall have control of more than fifty percent (50%) of the total number of Units. An exception will be made for natural population growth within a Collection Area.

Section 30. Definitions

In addition to Capitalized terms that are defined elsewhere, the following meanings apply:

Bins: A water-tight plastic container that is provided by the County, that shall not be less than 65 gallons in capacity, fitted with a sturdy handle, roll able and a tight fitting lid, for the purpose of collecting Recycling.

Bulky Waste: Refers to furniture, appliances, tires, and other items too large to be reasonably placed into a Cart as defined herein with a size limit of, not larger than five (5) feet in length, five (5) feet in height and ten (10) feet in width. Construction debris shall be limited to an amount that is equal to 25% of the allowable pile by volume.

C&D: Construction/Demolition waste means waste of building materials and rubble resulting from construction, remodeling, repair and demolition operations on pavements, houses and other structures. Such wastes include but are not limited to wood, lumber, wall

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board, concrete, brick, metals, and other items attributed to construction and demolition.

- Cart: A water-tight plastic container that is provided by the Contractor, that shall not be less than 95 gallons in capacity, fitted with a sturdy handle, roll able and a tight fitting lid, for the purpose of collecting Garbage.
- County: Augusta, Georgia (Augusta-Richmond County, Georgia)
- Collection Area: The physical area for which the Contractor has been contracted to provide services to.
- Contractor: Individual or firm contracted to provide services under this Contract.
- Contract: Document containing all provisions and specification that Augusta and the Contractor must abide by and/or meet.
- Garbage: All discarded waste, food, paper, glass, plastic, leather, textiles, cans, and/or other materials normally associated with common household waste.
- Handicapped/
Special Needs: Individual(s) who can provide verifiable proof of a disability, a limitation, or a special need which limits their ability to place waste to the curb or right of way.
- Hazardous Waste: Refers to Hazardous Waste, which is defined and published in the Georgia Hazardous Waste Management Act (Official Code of Georgia Annotated § 12-8-61, et. seq.) and incorporated herein by reference. Hazardous Waste is potentially dangerous by-products of our highly industrialized society, which cannot be handled, treated, or disposed of without special precautions. Hazardous Waste includes, but is not limited to, ignitable, corrosive, reactive, and toxic wastes such as acetone, gasoline and industrial alcohols, alkaline cleaners, acids, cyanide and chlorine, arsenic, pesticide wastes, paint, caustics, infected materials, offal, fecal matter (human and animal) and explosives. Hazardous Waste does not include solid waste that is Household Waste, including household waste that has been collected, transported, stored, treated, disposed, recovered (e.g. refused-derived fuel) or reused, all as defined by the Georgia Hazardous Waste Management Act.
- Holiday Overloads: Extra waste generated in association with a Federal, State, or Locally recognized holiday.

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Red Tag:	A notification given to the customer for the purposes of informing/educating with the intent of eliminating future issues related to collections of Garbage, Recycling, Yard Waste, and Bulky Waste.
Recycling:	Refers to paper, cardboard, newspaper, plastic, aluminum, bi-metal, steel, tin, and other items determined to be recyclable by the County.
Section:	A defined subset of customers within the Collection Area.
Tire:	Any rubber cushioning from a wheel which will include automobiles, trucks, bicycles, and other small vehicles, not to exceed seventeen (17) inches.
Unit:	A location approved to have the service(s) under this Contract.
Yard Waste:	Plant material (leaves, grass clippings, branches, brush, flowers, roots, wood waste, etc.); debris commonly thrown away in the course of maintaining yards and gardens, including sod; and biodegradable waste as approved by the County, but excludes loose soil, Garbage, food waste, plastics, synthetic fibers, lumber, human or animal excrement, or soil contaminated with hazardous substances.

Section 35: County Responsibilities

The County shall be responsible for:

1. Making timely payments required by this Contract.
2. Inspecting Contractor performance, mediating and adjusting customer grievances. The County may require special and other services as contemplated in this Contract.
3. Specifying each customer's level and type of collection service.
4. Supply Carts and/or Bins as defined by this agreement.
5. Pay disposal costs as defined by this agreement.

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Section 40: Contractor's Responsibilities

The Contractor shall be responsible for:

1. Furnishing all skilled labor, equipment, materials, supplies and utility services required for providing all services in accordance with this Contract unless otherwise noted within the Contract.
2. All actions and activities of its subcontractors.
3. Supplying all records, reports, and information required by this Contract.
4. Securing at Contractor's expense, all governmental permits and licenses and required regulatory approvals (including all required by County Ordinances).
5. Timely paying of all applicable taxes.
6. Complying with applicable laws and regulations.
7. Performing all work in a timely, professional manner.
8. All wage increases for Contractor's collectors or other employees, any benefits or added costs resulting from changes in technology, laws, regulations, labor, supplies, practices, availability of equipment, and other business risks that may affect the performance of this Contract.
 - a. Should there be an extraordinary change in a law(s), rules, or regulations related to fuel taxes, disposal fees, or the addition or imposition of solid waste fees or taxes on services that impact the true cost of this contract, the Contractor and/or the County shall have the right to petition for an equitable adjustment.

Section 45: Contractors Representations and Warranties

1. Organization and Qualification. The Contractor is duly incorporated or otherwise legally organized and, validly existing and in good standing under the laws of the State of Georgia, and has all requisite power and authority to enter into and perform its obligations under this Contract.
2. Authority.
 - a. The Contractor has the authority to execute this Contract, to make the representations and warranties set forth in it and is appropriately skilled, organized and financially able to perform the obligations of Contractor under this Contract in accordance with its terms.

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- b. This Contract has been validly executed by the authorized representatives of the Contractor and constitutes a legally binding, enforceable obligation of Contractor.
3. Government Authorizations and Consents. The Contractor has or will obtain prior to the commencement date such licenses, permits, and other authorizations from federal, state, and other governmental authorities, as are necessary for the performance of its obligations under this Contract.
4. Compliance With Laws. The Contractor is not in violation of any applicable law, ordinance or regulation, the consequence of which will or may materially affect Contractor's ability to perform its obligations under this Contract. The Contractor is not subject to any order or judgment of any court, tribunal, or governmental agency which could materially and adversely affects its operations or assets in the State of Georgia, or its ability to perform its obligations under this Contract.
5. Accuracy of Information. None of the representations or warranties in this Contract and none of the documents, statements, certificates or schedules furnished or to be furnished by Contractor pursuant hereto or in connection with the performance of the obligations contemplated under this Contract, contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements of fact contained therein not misleading.
6. Independent Examination. In accepting these responsibilities, the Contractor represents and affirms that it has made its own examination of all conditions, facilities, and properties affecting the performance of this Contract and of the quantity and expense of labor, equipment, materials needed, and of applicable taxes permits and laws. The Contractor affirms that within the Collection Area/Section(s) it is aware of the present placement of collection Carts at the curb, alley, or backyard locations, and the present location of Handicapped/Special Needs customers. The Contractor represents and warranties that it is capable of continuing to collect Carts from their present locations.

Section 50: County Representations and Warranties

The County represents and warrants to the Contractor as follows:

1. Organization and Qualification. The County is a political subdivision of the State of Georgia and has all requisite corporate power and authority to enter into and perform its obligations under this Contract.

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2. Authority.

- a. The County has the authority to execute this Contract, to make the representations and warranties set forth in it and to perform the obligations of the County under this Contract in accordance with its terms.
- b. This Contract has been validly executed and constitutes a legally binding and enforceable obligation of the County.

3. Government Authorizations and Consents. The County has such licenses, permits and other authorizations, as are necessary for the performance of its obligations under this Contract, and no consent, approval, or authorization of or declaration, registration or filing with any governmental or regulatory body is required to be obtained or made by the County as a prerequisite to its execution of this Contract or its performance of its obligations contemplated hereby.

4. Compliance With Laws. The County is not in violation of any applicable law, ordinance or regulation, the consequence of which will or may materially affect the County's ability to perform its obligations under this Contract. The County is not subject to any order or judgment of any court, tribunal, or governmental agency which materially and adversely affects its operations or its ability to perform its obligations under this Contract.

5. Accuracy of Information. None of the representations or warranties in this Contract and none of the documents, statements, certificates or schedules furnished or to be furnished by the County pursuant hereto or in connection with the performance of the obligations contemplated under this Contract, contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements of fact contained therein not misleading.

Section 55: OSHA & Georgia Law Compliance – Health & Environmental

1. The Contractor shall comply with the Federal Occupational Safety and Health Act of 1970, as amended (OSHA) and the Official Code of Georgia and with the standards and regulations issued to implement these statutes from time to time.
2. The Contractor is also responsible for meeting all pertinent local, state and federal health, safety and environmental laws, regulations, and standards applying to collection of Garbage, Yard Waste, Recycling and Bulky Waste.

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Section 60: Vehicles Used in Collection

1. All vehicles used for collection shall be registered with the State of Georgia Department of Motor Vehicles, and shall be kept in a clean and sanitary condition and a state of good appearance and repair, and shall be painted in a uniform manner.
2. All collection vehicles shall be painted by Contractor in Contractor's color(s). Color(s) and color schemes are subject to approval by the County, in its reasonable discretion. Vehicles shall be uniquely numbered. Contractor's name and vehicle number shall be painted in a contrasting color, at least four inches high on each side of the vehicle and on the rear of the vehicle. The Contractor shall place a sign and/or text as determined by the County, which may include a County customer service telephone number on all collection vehicles on each side and the rear of the vehicle. All collection vehicles shall be kept in a clean and sanitary condition.
3. All collection vehicles or personnel must be equipped with a communication device (i.e. cell phone or radio) which allows for immediate communication between the collection vehicle and a supervisor, and/or the Contractor's office.
4. Collection vehicles shall be sufficient to service all participating Units for which they are intended to service at the frequency of collection specified and able to handle special requirements of the Contract including adverse weather and holiday overloads.
5. All vehicles used by management personnel, including route supervisors, operations manager, etc. shall be equipped with cell phones with voice mail so that they can be contacted by the County.
6. All vehicles operated under the authority of this Contract shall be driven in compliance with Uniform Rules of the Road and Georgia State traffic laws and, where applicable, the County's codes, ordinances, and rules.
7. The Contractor's collection vehicles shall be used only on this Contract, unless advanced written approval is given by the County. The Contractor may use collection vehicles from other sources or use Contract vehicles for other operations only with the prior written approval of the County. Should the County authorize either of the above mentioned approvals, at no time may non-contract waste be included with Contract waste. This provision is subject to Section 560.
8. The Contractor shall not park or store any collection vehicles on County property. Should the County identify that a vehicle violates this provision; the Contractor shall be notified by phone, fax, or e-mail. Should the vehicle not be removed in a reasonable period, or should the vehicle become a nuisance, a safety issue, or an operational issue, the vehicle will be towed out of the way

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or to the Contractors shop, at the Counties discretion, at the sole expense of the Contractor. Said expense will be deducted from the amount owed to the Contractor for the current month.

9. The Contractor shall make a reasonable effort to empty each collection vehicle at the end of each day.

Section 62: Spare Vehicles

1. The Contractor shall have a minimum spare ratio sufficient to provide quality service under this Contract. Spare vehicles shall be allowed to collect from any route, collecting any material. Spare vehicles shall meet the appropriate standards set forth herein for normal vehicles. Spare vehicles will be counted toward the average age of the fleet.
2. The Contractor shall be responsible for ensuring that spare assets are available for each subcontractor to meet the above stated standard.
3. When a spare vehicle is used, notification to the County must be received in advance. The advanced notice shall include at a minimum, the date, truck number, route it will be servicing, and commodity serviced. Other information may be reasonably requested by the County. Advance notice type shall be by fax or e-mail, or other reasonable communications as determined by the County.

Section 65: One Vehicle One Purpose

Under this Contract, each collection vehicle shall be designated to collect one (1) type of material such as Garbage, Yard Waste, Recycling, or Bulky Waste. The collection vehicle may not be allowed to switch commodities collected without the prior written approval of the County.

Consideration will be given to Contractors wishing to:

1. Utilize multi-collection type vehicles.
2. Technology and/or processing advances.
3. Bulky waste collections, as long as materials are acceptable at the appropriate disposal site.
4. Improve utilization of assets.
5. Other considerations as may arise.

Any consideration request must be made in writing. The County's decision to the consideration request shall be final and binding.

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Section 70: Disposal/Vehicle Inspections and Permits

1. The Contractor is responsible for any and all fees associated with disposal permits, inspection fees, truck stickers, etc. These permits shall be timely obtained and/or posted and/or may be required by a solid waste disposal site, a licensing authority, a government, by truck, by commodity or some other item or combination.
2. The County landfill will charge a one hundred dollar (\$100) annual fee for each disposal sticker required.
3. Prior to the Start Date, and annually thereafter, the County shall have the right to inspect all vehicles used to perform the Contract. The vehicle shall, at a minimum, meet the Federal Department of Transportation standards, as well as requirements listed in this Contract. A fee or reimbursement may be collected from the Contractor for each individual inspection in an amount not to exceed one hundred and fifty dollars (\$150) per inspection. Should a vehicle not pass inspection, the Contractor shall remedy any inspection deficiency identified and have the vehicle re-inspected. All expenses associated with the repair and re-inspection shall be the sole responsibility of the Contractor.
4. The County may do random spot inspections as it deems reasonably necessary.
5. Should the vehicle not pass inspection, the vehicle shall not be used under this Contract until the vehicle has been repaired and passes such re-inspection.

Section 75: Vehicle Specifications

1. On or before the Start Date of this Contract, all vehicles used in collections shall be in good operating order. All collection equipment used under this Contract shall meet all applicable state and federal safety standards.
2. At no time shall the average age of vehicles used in the collection Contract exceed five (5) years in age for any Contractor, the subcontractors vehicles are attributed to the Contractor's fleet.
3. Should a vehicle use a cart tipper/dumper, it shall be designed to empty carts pursuant to ANSI Z245.60-1999 and ANSI Z245.30-1999. Cart tippers/dumpers which do not meet this requirement shall not be used. If a cart tipper/dumper is used that does not meet the above mentioned specification, the Contractor shall be responsible for all damages to Carts to include the cost of repair or replacement.

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4. All collections vehicles used to perform functions under this Contract shall be equipped with the following in complete and sound working order:
 - a. Ambient noise back-up alarm.
 - b. Back-up camera with monitor visible from any driving position.
 - c. A 10 pound fire extinguisher.
 - d. A first aid kit.
 - e. Minimum of three safety marking devices (flares, or reflective triangles).
 - f. A rear-mounted strobe light activated while collecting materials.
 - g. Spill kit of a size to handle operational spills.
5. All supervisors vehicles used to perform functions under the Contract shall be equipped with the following in complete and sound working order:
 - a. A 10 pound fire extinguisher.
 - b. A first aid kit.
 - c. Minimum of three safety marking devices (flares, or reflective triangles).
 - d. Spill kit of a size to handle operational spills.

Section 80: Ownership of Equipment

1. All vehicles, facilities, equipment, and property used in the performance of this Contract shall be wholly owned by the Contractor, provided, that leases, conditional sales contracts, mortgages, or other agreements for the use or financing the purchase of vehicles, facilities, equipment, and property may be allowed with the prior written approval of the County.
2. No further encumbrance shall be placed upon any such vehicles, facilities, equipment, and property without the prior written approval of the County.

Section 85: Asset Maintenance and Inventory

The Contractor shall provide the County, prior to the Start Date, a complete inventory showing property, buildings, key assets, and each vehicle (make, model, type, capacity, age, commodity collected, truck number, and VIN) used for performing the Contract. The Contractor may change equipment from time to time with the prior written approval of the County, not to be unreasonably withheld. The Contractor shall maintain assets and a vehicular fleet during the performance of the Contract at least equal substantially to that described in the inventory.

Section 90: Traffic Laws, Noise Control

All vehicles must operate in conformity with all federal, state and local laws, rules, or ordinances related to traffic and noise control.

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Section 95: Contractor's Office

The Contractor shall maintain within fifteen (15) miles of Augusta, Georgia (Augusta-Richmond County) an office with local telephone service and such staff as needed to receive and respond to complaints, requests for missed collections, and other coordination with citizens and County staff. Phone service shall include phone lines and voice mail adequate to handle the citizens' and the County's demand as reasonably necessary, cable modem internet access or equivalent speed, as well as designated e-mail account(s) to be used with this Contract. Any voice message or e-mail shall be responded to/returned by the Contractor's office staff within sixty (60) minutes. Office hours shall be 8:00 a.m. to 5:00 p.m., Monday through Friday. The office shall be open 8:00 a.m. to noon any Saturday after a holiday, or on any Saturday that a regularly scheduled route is operated. The Contractor shall also provide a local telephone number where the Contractor may be contacted at any time by the County.

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B. Collection Services

Section 100: Collection Area

The Contractor shall provide all collection services called for in this Contract within the following area:

See Exhibit A for a general overview of the Collection Area(s), however;

The County will assign and the Contractor will retain their currently awarded/designated Collection Areas. For Contractors utilizing subcontractors, the subcontractor(s) Collection Areas/Sections may not be altered from their existing state without the prior written approval of the County.

The County reserves the right to request and/or negotiate with the Contractors to swap/exchange portions of Collection Areas throughout the life of this Contract.

Section 102: Days of Collection

The Contractor shall make all collections on the days of Monday through Friday, or as otherwise required by County due to the nature of the services provided. Any deviations to this shall have prior written approval from the County, and the County shall have the final and sole decision.

Section 104: Garbage Collection

Garbage shall be collected twice weekly on a set schedule:

1. The Contractor shall collect the following materials as Garbage: All discarded waste, food, paper, glass, plastic, leather, textiles, cans, and/or other materials normally associated with household waste.
2. The Contractor shall collect Garbage from designated Units which have been placed in the appropriate Cart for collection.
3. The Contractor and the County may by mutual agreement establish other reasonable specifications regulating the size, quantity, configuration, and placement of Garbage eligible for collection.
4. The Contractor shall exercise good faith to ensure that Yard Waste and/or Recycling materials which a customer has properly segregated are not placed in the collection vehicle that collects Garbage. Intentional disposal of Yard Waste and/or Recycling with Garbage shall be subject to Section 560 of this Contract.
5. The Contractor shall collect Garbage which is placed for collections that are in accordance with this Contract. It shall be the Contractor's responsibility to

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give notice to the County staff if it believes Garbage is not prepared and/or located per the Contract specifications. Should the Contractor fail to notify the County about a specific Unit(s) that it believes does not meet the conditions of the first sentence of this paragraph than it shall be the Contractors responsibility to collect all such Garbage from such Units(s) as if it was disposed of properly pursuant to the terms of this Contract.

6. If Garbage is left uncollected, the Contractor will leave an explanation (red tag) to help the customer correct the problem and avoid it in the future. Should the Contractor fail to leave a red tag for the customer, it shall be the Contractors responsibility to collect all such wastes left behind as if it was disposed of properly pursuant to the terms of this Contract.

Section 106: Yard Waste Collection

1. Yard Waste shall be collected once every week with the first Garbage collection of the week for the same Units.
2. The Contractor shall collect the following materials as Yard Waste: plant material (leaves, grass clippings, branches, brush, flowers, roots, wood waste, etc.); debris commonly thrown away in the course of maintaining yards and gardens, including sod; and biodegradable waste as approved by the County. The Contractor shall not collect as Yard Waste loose soil, Garbage, food waste, plastics, synthetic fibers, lumber, human or animal excrement, or soil contaminated with hazardous substances.
3. The Contractor shall collect Yard Waste from designated Units which have been placed in piles, bundles, marked, identified, or open top cans or in a kraft paper bag not to exceed 32 gallons in capacity. The Contractor shall not collect Yard Waste cans, kraft bags or bundles that are in excess of fifty (50) pounds each. The Contractor shall not collect Yard Waste that has been placed in plastic bags. Christmas trees will be eligible for collection as Yard Waste, and are not required to meet the above stated standards so long as lights and decorations have been removed.
4. The Contractor shall collect all Yard Waste with size limits of, not larger than five (5) inches in diameter nor longer than five (5) feet, and stacked in piles not to exceed five (5) feet in height, five (5) feet in width and 10 feet in depth.
5. The Contractor and the County may by mutual agreement establish other reasonable specifications regulating the size, quantity, configuration, and placement of Yard Waste eligible for collection.
6. The Contractor shall exercise good faith to ensure that non Yard Waste materials are not placed in the collection vehicle. The Contractor shall not knowingly collect Yard Waste contaminated by fecal matter, unsegregated Garbage, hazardous substances or other ineligible material.

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7. The Contractor shall collect Yard Waste which is placed for collections that are in accordance with this Contract. It shall be the Contractor's responsibility to give notice to the County staff if it believes Yard Waste is not prepared and/or located per the Contract specifications. Should the Contractor fail to notify the County about a specific Unit(s) that it believes does not meet the conditions of the first sentence of this paragraph than it shall be the Contractors responsibility to collect all such Yard Waste from such Units(s) as if it was disposed of properly pursuant to the terms of this Contract.
8. If Yard Waste is left uncollected, the Contractor will leave an explanation (red tag) to help the customer correct the problem and avoid it in the future. Should the Contractor fail to leave a red tag for the customer, it shall be the Contractors responsibility to collect all such wastes left behind as if it was disposed of properly pursuant to the terms of this Contract.

Section 108: Recycling Collection

1. Recyclables shall be collected once every week with the second Garbage collection of the week for the same Units on a set schedule.
2. The Contractor shall collect the following materials as Recycling: paper, cardboard, newspaper, plastic, aluminum, bi-metal, steel, tin, and other items determined to be recyclable by the County.
3. The Contractor shall collect Recycling from designated Units which has been placed in the appropriate Bin for collection.
4. The Contractor and the County may by mutual agreement establish reasonable specifications regulating the size, quantity, configuration, and placement of Recycling eligible for collection.
5. The Contractor shall use reasonable efforts to ensure that non-recyclable materials are not placed in the collection vehicle. The Contractor shall not knowingly collect Recycling containing unsegregated Garbage, Yard Waste, hazardous substances or other ineligible material.
6. The Contractor shall collect Recycling which is placed for collections in accordance with this Contract. It shall be the Contractor's responsibility to give notice to the County staff if it believes Recycling is not prepared and/or located per the Contract specifications. Should the Contractor fail to notify the County about a specific Unit(s) that it believes does not meet the conditions of the first sentence of this paragraph than it shall be the Contractors responsibility to collect all such Recycling from such Units(s) as if it was disposed of properly pursuant to the terms of this Contract.

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7. If Recycling is left uncollected, the Contractor will leave an explanation (red tag) to help the customer correct the problem and avoid it in the future. Should the Contractor fail to leave a red tag for the customer, it shall be the Contractor's responsibility to collect all such wastes left behind as if it was disposed of properly pursuant to the terms of this Contract.

Section 110: Bulky Waste Collection

1. Bulky Waste shall be collected once every week with the second Garbage collection of the week for the same Units on a set schedule.
2. Bulky Waste refers to furniture, appliances, tires, and other items too large to be reasonably placed into a Cart as defined herein with a size limit of, not longer than five (5) feet, and stacked in piles not to exceed five (5) feet in height, five (5) feet in width and 10 feet in depth, or equivalent volume. Construction debris shall be limited to an amount that is equal to 25% of the allowable pile by volume.
3. The Contractor shall collect Bulky Waste from designated Units which have been placed to the curb for collection.
4. The Contractor and the County may by mutual agreement establish reasonable specifications regulating the size, quantity, configuration, and placement of Bulky Waste eligible for collection.
5. The Contractor shall use reasonable efforts to ensure that non Bulky Waste materials are not placed in the collection vehicle. The Contractor shall not collect Bulky Waste containing unsegregated Garbage, Yard Waste, hazardous substances or other ineligible material.
6. No more than two (2) tires shall be collected from any single Unit per collection.
7. Prior to disposal of any item containing refrigerant, the Contractor shall have had the refrigerant removed/properly recycled by a licensed company in business to do such work. Such proof may be required by a disposal facility, or the County.

The removal/properly recycling of refrigerant shall be at the sole cost of the Contractor.

8. The Contractor shall collect Bulky Waste which is placed for collections that are in accordance with this Contract. It shall be the Contractor's responsibility to give notice to the County staff if it believes Bulky Waste is not prepared and/or located per the Contract specifications. Should the Contractor fail to notify the County about a specific Unit(s) that it believes

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does not meet the conditions of the first sentence of this paragraph than it shall be the Contractors responsibility to collect all such Bulky Waste from such Units(s) as if it was disposed of properly pursuant to the terms of this Contract.

9. If Bulky Waste is left uncollected, the Contractor will leave an explanation (red tag) to help the customer correct the problem and avoid it in the future. Should the Contractor fail to leave a red tag for the customer, it shall be the Contractors responsibility to collect all such wastes left behind as if it was disposed of properly pursuant to the terms of this Contract.

Section 112: Additional Carts

1. The residents of the Contract Area may request one or more additional Carts and/or Bins from the Contractor for an additional volume of collection.
2. The Contractor will be paid for extra Carts at the rate specified in Exhibit B.
3. All additional Carts and/or Bins must be approved by the County prior to being delivered.

Section 114: Place of Collection

1. The normal collection point for Garbage, Yard Waste, Recycling and Bulky Waste shall be at curbside or at the right of way. Special arrangements may be made by both the County and the Contractor on a case-by-case basis to accommodate extraordinary situations.
2. The County on a case-by-case basis may require alley collection. If alley collection is required, the County will work reasonably with the Contractor and the affected customer(s) to get all services to the alley to prevent collection from both the alley and the street.
3. The County shall monitor any collection routes or a portion of a route on a regular basis to determine if the Contractor is placing Carts/Bins back in their original locations in a neat and orderly manner after collection. Carts/Bins shall be carefully handled by the Contractor and shall be thoroughly emptied and left substantially near to the location where it was found and standing upright. This work shall be done in a sanitary manner and the Collector shall immediately pick up any waste spilled by the Contractor.
4. The Contractor shall provide special service(s) for those individuals who are unable to place their Carts/Bins out for collection in the usual manner due to being Handicapped/Special Needs at a place mutually agreeable between the County and the Contractor. Any dispute over the correct placement for individuals Handicapped/Special Needs will be finally determined by the

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County. In the event that the Contractor is to provide back door service, the property owner must sign a waiver of liability and return it to the Contractor and the County.

5. If it would appear to a reasonable person that the Contractor is not placing Carts/Bins back substantially near their original locations in a neat and orderly manner, the Carts/Bins upright, and thoroughly emptied then the Contractor could face damages as stated in Section 560 Liquidated Damages.

Section 116: Collection from Additional Locations

The County may add additional collection points within the Collection Area at its sole option. This could include items such as County Cans, Bus Stops, Businesses, County Buildings, or any other locations as directed by the County.

Areas of the County that were not included in the awarded Collection Area's may be added to an awarded Collection Area at a later date.

Should services be required that are not called for in this Contract, the Contractor and the County may negotiate to provide said services at a negotiated service level and cost.

Section 120: Force Majeure Clean Up

1. The trigger event for this section shall be when the following items are all met:
 - a. The County enacts the Emergency Management Center and;
 - b. The Contractor is asked to provide services above and beyond the services normally provided for by this Contract.
2. In the event of a Force Majeure that requires clean up, the County must make all requests in writing. The Contractor shall have twenty-four (24) hours after receipt of written notice to start the clean-up project unless Contractor can demonstrate the timeline is unreasonable and shall finish such project within a reasonable time.
3. The Contractor will be paid at the rate(s) specified in Exhibit C of this Contract.
4. Under this provision, the County may alter the specifications of the Garbage, Recycling, Yard Waste, and Bulky Waste to fit the needs of the situation.
5. The County at its sole option may authorize the Contractor to temporarily discontinue one type of service to provide additional resources to other service types.

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6. The Contractor shall document the resources used, time to collect, volume and/or weight, or other statistical data as requested for each assigned project as requested by the County.
7. To establish “normal volumes”, the County will average the previous three (3) months tonnages hauled for the specific commodities prior to the event. Then subtract that from the total Force Majeure Clean Up volumes for each month of the clean up. This will determine the additional volumes collected, and the monthly event tonnage that will be paid for the monthly amounts above the three prior month’s average.
8. Should the County decide to discontinue one type of service and replace it with another; the discontinued services average volumes for the previous three (3) months will be deducted from the Force Majeure volumes to accurately reflect the increased volumes due to the event.

Section 122: Eviction, Vacant Lot, Special Clean-up

1. The County may require the Contractor to collect from an eviction. If the materials are not in compliance with other provisions of this Contract the Contractor will be paid at the rate specified in Appendix D of this Contract.
2. The County may require the Contractor to collect from a vacant lot. If the Contractor collects waste from a vacant lot, the Contractor will be paid at the rate specified in Appendix D of this Contract.
3. The County may require the Contractor to collect waste from a property as a special clean-up. If the Contractor collects waste under this provision, the Contractor will be paid at the rate specified in Appendix D of this Contract.
4. All materials under this section will be placed to the curb for collection.
5. The County shall make all requests in writing under this section. The Contractor shall have twenty-four (24) hours from receiving the request to collect said materials.
6. The Contractor shall document the resources used, time to collect, volume and/or weight, or other statistical data as requested for each assigned project as requested by the County.

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Section 124: County Clean-up Events

During the term hereof, Contractor shall provide the following Clean-up events at no additional charges:

1. Summer Neighborhood – In the Month of June, the Contractor shall provide unlimited collection of Garbage, Yard Waste, Recycling and Bulky Waste so long as the following is met:

- a. Garbage shall be placed in boxes, bags, cans or other means to properly secure it from blowing away prior to collection, and shall not exceed fifty (50) pounds in weight per box, bag, can, etc.
- b. Contractor shall collect Yard Waste which has been placed in piles, bundles, marked, identified, or open top cans or in a kraft paper bag not to exceed 32 gallons in capacity. The Contractor shall not collect Yard Waste cans, kraft bags or bundles that are in excess of fifty (50) pounds each.

The Contractor shall not collect Yard Waste that has been placed in plastic bags, exceeds a maximum length of (5) feet and/or has a diameter greater than 5 inches.

2. Winter Neighborhood – In the Month of January, excluding the first year of the Contract, the Contractor shall provide unlimited collection of Garbage, Yard Waste, Recycling and Bulky Waste so long as the following is met:

- a. Garbage shall be placed in boxes, bags, cans or other means to properly secure it from blowing away prior to collection, and shall not exceed fifty (50) pounds in weight per box, bag, can, etc.
- b. Contractor shall collect Yard Waste which has been placed in piles, bundles, marked, identified, or open top cans or in a kraft paper bag not to exceed 32 gallons in capacity. The Contractor shall not collect Yard Waste cans, kraft bags or bundles that are in excess of fifty (50) pounds each.

The Contractor shall not collect Yard Waste that has been placed in plastic bags, exceeds a maximum length of (5) feet and/or has a diameter greater than 5 inches.

3. Masters Event – In the full week preceding, during and after the Masters Golf Tournament, an unlimited amount of Garbage shall be collected so long as the following is met:

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- a. Garbage shall be placed in boxes, bags, cans or other means to properly secure it from blowing away prior to collection, and shall not exceed fifty (50) pounds in weight per box, bag, can, etc.

Section 126: Time of Collection

The Contractor shall make collections between 6:00 a.m. and 6:00 p.m. Monday through Friday, and 6:00 a.m. to 12:00 p.m. on Saturday if a route is run on that day unless the County authorizes an extension of hours. Such authorizations must be in writing and be prior to any extended hours of operation.

An additional extension of hours will be granted on the Saturday following a holiday that is acknowledged in the Contract (Section 138). Those collection hours shall be 6:00 am to 6:00 p.m.

Section 128: Scheduling of Collection

1. For collection of Garbage, the Contractor shall divide the Collection Area into two reasonably equal collection sectors, with one sector to be collected each Monday and Thursday, and the other sector collected each Tuesday and Friday.
2. The two collection sectors shall be bounded by natural boundaries, such as bodies of water, major highways or arterials when at all possible. Any boundaries that are on secondary or residential roads shall be divided on the back of property lines to ensure both sides of the street are collected on the same day and route. Collections shall be made from Units on a regular schedule on the same day at approximately the same time.
3. Not less than thirty (30) days prior to the start date of this Contract, the Contractor shall supply the County with a map of the Collection Area showing the day(s) of the week for which Garbage, Yard Waste, Recycling and Bulky Waste shall be collected from each sector. Each sector shall be labeled with the day of collection. A second map shall be created for each sector that shall include route boundaries, route numbers, and the truck numbers that will normally collect the route for each commodity/service. Maps must be generated in a format acceptable to the County. Maps must be defined well enough, with enough detail, that County staff may electronically recreate said maps.
4. At least thirty (30) days prior to the start date, the Contractor will notify all Units by direct mail or door hanger, to the service address, of the collection day(s) services will be performed. Notifications shall be in a pre-approved format.

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5. Should the Contractor wish to alter routes or days of collection, the Contractor shall provide the County at least twenty one (21) days' notice. Any customers affected by a day change must be notified at least seven (7) days prior to the change via direct mail or door hanger to the service address, and all changes will be made in the first full week of a month. The Contractor shall provide the County an electronic listing of the changes at least seven (7) days prior to the date of the change. The form of notice to the customer shall be subject to the approval of the County
6. The County shall have the opportunity to review and approve any and all routes, day of collection changes or any other changes effecting service and schedules. All requests to alter the current service or schedule shall be made in writing. After approval and before implementation, the County shall receive updated maps of the Collection Area indicating the changes in service and/or schedule at a level equal to those listed above.

Section 130: Work on County Property

The Contractor will ensure that its employees shall, whenever on the County's property, obey all instructions and directions issued by the County to include posted signs. The Contractor agrees that its personnel and the personnel of its subcontractors will comply with all rules, regulations and security procedures of the County when on County property.

Section 132: Disposal and Recycling Locations

1. The Contractor shall deliver all Garbage collected under this Contract to the County's Landfill located at 4330 Deans Bridge Road, Blythe, Georgia 30805, or such other locations as the County may designate, and shall deposit the material collected in the manner directed.
2. The Contractor shall deliver all Yard Waste collected under this Contract to the County's Landfill located at 4330 Deans Bridge Road, Blythe, Georgia 30805, or such other locations as the County may designate, and shall deposit the material collected in the manner directed.
3. The Contractor shall deliver all Recycling collected under this Contract to the County's Landfill located at 4330 Deans Bridge Road, Blythe, Georgia 30805, or such other locations as the County may designate, and shall deposit the material collected in the manner directed.
4. The Contractor shall deliver all Bulky Waste collected under this Contract to the County's Landfill located at 4330 Deans Bridge Road, Blythe, Georgia 30805, or such other locations as the County may designate, and shall deposit the material collected in the manner directed.

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5. All items collected and required to go to the County's Landfill shall be delivered Monday through Friday by 5:00 p.m. and Saturday by 12:00 p.m.
6. No disposal fees shall be charged for disposal of Garbage, Yard Waste, Recycling or Bulky Waste. The County shall bear all cost(s) associated with disposal.
7. The County has the right from time to time to change the hours of operation at the County's Landfill.
8. The County has the right from time to time to change the disposal facility for any given commodity which may have different hours of operation than the current disposal facility.
9. Should the County elect to change the disposal facility/location, which causes a significant cost increase to the Contractor, the Contractor may petition the County for an equitable adjustment. If the change in the disposal facility/location causes a significant cost decrease to the Contractor, the County may petition the Contractor for an equitable adjustment.
10. The Contractor shall require that all personnel who exit any vehicle at the Landfill or other disposal facility must wear a "hard hat" at all times and high visibility clothing as set fourth in Section: 220.
11. Any time that materials are not disposed of at the Landfill located at 4330 Deans Bridge Road, Blythe, Georgia 30805, documentation of disposal will be required. Documentation needs will be set by the County but could include items such as yardage, tonnage, date, time, ticket number, copies of tickets, etc.

Section 134: Ownership of Materials Collected

Collected Garbage, Yard Waste, Recycling, and Bulky Waste shall be the property of the Contractor until the collected Garbage, Yard Waste, Recycling, and Bulky Waste is disposed of at the assigned disposal facility. Once materials are disposed of at the assigned disposal facility, the materials collected shall be the property of the County or owner of said disposal facility, subject to the right of a customer to claim lost property of value.

Section 136: Scavenging

No "scavenging" by the Contractor, Subcontractor(s) or any of their employees shall be allowed. Scavenging means sorting through Garbage, Yard Waste, Recycling, or Bulky Waste while collecting, looking for items of possible value or picking out individual pieces for reuse while loading or unloading. Scavenging excludes searches by the original owners for valuables accidentally misplaced or that may be lost.

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Section 138: Holiday Schedule

The Contractor shall provide collection services on all legal holidays except New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas. Material regularly scheduled to be collected Thanksgiving Day shall be collected on Friday, the day after Thanksgiving. Friday's material shall be collected on Saturday. If Christmas, New Years Day, Memorial Day, Fourth of July, or Labor Day falls on a regularly scheduled workday, collections will be delayed one day and Friday's materials shall be collected on Saturday. Should a holiday fall on a Saturday or Sunday, no adjustments will be made. Waste will be collected on the regular schedule on the following week.

The Holiday Schedule may be amended from time to time, to meet the needs or wishes of the County.

Section 140: Service Disruptions Due to Weather

Service disruptions due to weather shall occur when one (1) or more of the following events have occurred.

1. The County closes for a weather related issue.
2. The County notifies the Contractor of the County's wish to have the Contractor suspend services for weather related issues.
3. The Contractor notifies the County of the Contractors wishes to suspend services for weather related issues. The County shall reasonably evaluate the situation, and make a determination of such conditions.

When snow or ice or other weather conditions prevent collection on the scheduled day, the Contractor shall make collection on the next weekday. If such conditions continue for a second consecutive day or more, the Contractor shall, on the first day that regular service to a customer resumes, collect all the materials that the customer is authorized to have, i.e. if one collection day is missed and the customer is on 95 gallon service, the Contractor shall collect 190 gallons of material. On the day that collections resume, the Contractor shall take bags, boxes, and other secure wrappers, and shall empty temporary receptacles that customers have used when the collection Carts/Bins have been filled.

Section 142: Service Disruptions – Non Weather

A number of collection impediments may require special efforts to accomplish collection under this Contract.

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1. On-Street Parking

Certain neighborhood streets allow “on-street parking” which may present impediments to curbside collection services. The Contractor shall perform collection services even if the curb is blocked.

2. Blocked Streets/Renovations/Construction

When closure of roadways providing access, blocked streets or other disruption beyond the Contractor’s control prevents timely collection on the scheduled day, the Contractor shall attempt collection later on that collection day. If collection is still not possible, the Contractor must notify the County prior to 4:30 p.m. on the day of service. The Contractor must provide to the County the reason collection was unachievable and the Unit(s) block range, street name, as well as the times that collections were attempted. If collection was not possible, the Contractor shall provide service on the next business day.

Section 144: Missed and Make-up Collections

1. Should the Contractor fail to make a collection on a scheduled day for causes within the Contractor’s control, the Contractor shall make a special make-up collection by the end of the same business day, if notification of the missed collection is received by noon that business day, if notification is received after noon, a make-up collection shall be scheduled for the following business day with collection of the miss to be completed by noon. For the purpose of Section 144, the “business day” includes Saturday.
2. Notwithstanding the foregoing, the County may require the Contractor to do the following:
 - a. Authorize the Contractor to defer the collection and authorize the customer to place a proportionally larger amount of waste on such customers next scheduled collection day, and to accommodate such disposal, the Contractor shall take bags, boxes, and other secure wrappers, and shall empty temporary receptacles that customers have used when the collection Carts and/or Bins have been filled.
3. It shall be a defense to a missed collection that the customer had not made timely placement of his or her waste out for collection; that placement did not comply with provisions of this Contract, or that materials collected did not comply with provisions within this Contract, provided that the Contractor shall have left an approved printed tag (red tag) on all material left because it was not properly prepared, it was overweight, or for other reasons. If Garbage, Yard Waste, Recycling or Bulky Waste is left uncollected, the Contractor will leave an explanation (red tag) to help the customer correct the

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problem and avoid it in the future. Should the Contractor fail to leave a red tag for the customer, it shall be the Contractors responsibility to collect all such wastes left behind as if it was disposed of properly pursuant to the terms of this Contract.

4. Should the customer have failed as outlined above, the County may require the Contractor to do the following, provided that the customer has resolved said issue:
 - a. Authorize the Contractor to collect and authorize the customer to place a proportionally larger amount of waste on such customers next scheduled collection day, and to accommodate such disposal, the Contractor shall take bags, boxes, and other secure wrappers, and shall empty temporary receptacles that customers have used when the collection Carts and/or Bins have been filled. This provision shall exclude Yard Waste and Bulky Waste.
5. The Contractor, no later than 10:00 a.m. the next business day, must notify the County of any collections the Contractor has refused or been unable to make the previous day. It shall include the address, time of attempted collection, and reason for non-collection. This list shall be referred to as the Exception List "EL".
6. If the County transmits a "miss" complaint to the Contractor which is on the EL, and it is a miss which the Contractor should not collect due to the fact that the material is overweight or contains material that should not be collected and a red tag was properly left, the Contractor shall note on the miss that the address is on the EL and note the reason that it was not collected and return the miss complaint to the County within two (2) business hours of its receipt, and the miss shall not be collected.
7. All miss complaints transmitted to the Contractor on Friday must be collected by noon on Saturday. If it appears to the County that the Contractor is not collecting these misses by noon Saturday, the County has the option of contracting with another collection firm to collect these misses. The cost of this option will be deducted from the Contractor's payment.
8. This section applies to omitted collections of a single Unit, a row of Units and/or an entire route.
9. Failure to comply with the above stated provisions shall have Liquidated Damages as stipulated in Section 560.

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Section 146: Contract Carts

1. The Contractor shall provide all Garbage carts for this Contract. A specific rental rate will be charged for each Cart used under this Contract for the current month. The cart rental rate will be the monthly rate as specified in Exhibit B of this Contract
2. At the end the initial Contract period, the Contractors Carts shall become the property of the County free and clear, with no further encumbrance due.
3. Should the County elect to replace the Contractors Carts with Carts provided by the County, at any point in the Contract, the Contractor shall promptly remove their Carts and replace them with the Carts provided by the County. Once Carts are received by the Contractor, no further rental rates may be charged for the Contractors Carts as defined above.
4. Should the County elect to replace the Contractors Carts, the Contractor will be paid a proration for the month in which the (County owned) Carts were received by the Contractor. The proration amount for each Cart received by the Contractor shall be calculated by taking the monthly Cart rental rate in Exhibit B and dividing it by thirty one (31) days, then multiplying that number by the number of days from the first of the month until the date the County Carts were received by the Contractor multiplied by the number of Carts received. Prorations and implementation amounts will be paid as follows:
 - a. 0-100 Cart(s) received, the Contractor shall be paid the proration amount.
 - b. 101-200 Carts received, the Contractor shall be paid the proration plus seven (7) days from the date of receipt.
 - c. 201-300 Carts received, the Contractor shall be paid the proration plus fourteen (14) days from the date of receipt.
 - d. 301-400 Carts received, the Contractor shall be paid the proration plus twenty one (21) days from the date of receipt.
 - e. In excess of 400 Carts received, the Contractor shall be paid the proration plus thirty (30) days from the date of receipt.

Example: See Attached Example Below

Section 148: Supplying Garbage Carts

1. The Contractor will supply the Customers with Carts for distribution to the Customer. Carts will be a water-tight plastic container that is provided by the Contractor, that shall not be less than 95 gallons in capacity, fitted with a

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sturdy handle, roll able and a tight fitting lid, for the purpose of collecting Garbage.

2. Carts for new customers shall be delivered within two (2) days of notification from either the customer or the County. Carts will be delivered in a clean, sanitary, working condition.
3. The Carts shall be provided with instructions of proper use, including any customer actions that would void manufacturer's warranties, such as placement of hot ashes in the Cart causing the Cart to melt, and procedures to follow to minimize potential fire problems. A pamphlet explaining the dos and don'ts, program requirements, directions for placement of the Cart, and notification of the day of the week when the customer will receive collection will be provided with each Cart.
4. The pamphlet containing the dos and don'ts, program information and the directions for placement shall be supplied by the County.
5. No other cans or Carts may be placed into service unless approved by the County or as otherwise noted in the Contract.
6. Should a customer require a replacement Cart due to loss, stolen or damage, the Contractor has two (2) days to replace the Cart with a Cart in clean, sanitary, working condition. A list of lost or damaged Carts will be provided to the County with the Monthly Report, to include address so the County may bill the appropriate party. The Contractor is responsible for all repairs to Carts. Only factory or approved parts may be used to repair said Carts. Any damaged Carts, which are owned by the County, that can not be repaired by the Contractor shall be returned to the County so they may follow the warranty process.
7. If a customer discontinues service, the Contractor has two (2) days to collect the Cart.
8. All Carts physically returned to the County shall be clean, sanitary, and in working condition, unless being returned for damages beyond repair, then the Cart must be returned clean and sanitary.

Section 150: Supplying Recycling Bins

1. The County will supply the Contractor with Bins for distribution to the Customer. A bin is a water-tight plastic container that is provided by the County, that shall not be less than 65 gallons in capacity, fitted with a sturdy handle, roll able and a tight fitting lid, for the purpose of collecting Recycling.

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2. Bins for new customers shall be delivered within two (2) days of notification from either the customer or the County. Bins will be delivered in a clean and sanitary condition.
3. The Bins shall be provided with instructions of proper use, including any customer actions that would void manufacturer's warranties, such as placement of hot ashes in the Bin causing the Bin to melt, and procedures to follow to minimize potential fire problems. A pamphlet explaining the dos and don'ts, program requirements, directions for placement of the Bin, and notification of the day of the week when the customer will receive collection will be provided with each Bin.
4. The pamphlet containing the dos and don'ts, program requirements and the directions for placement shall be supplied by the County.
5. No other cans or Bins may be placed into service unless approved by the County or as otherwise noted in the Contract.
6. Should a customer require a replacement Bin due to loss, stolen or damage, the Contractor has two (2) days to replace the Bin with a Bin in clean, sanitary, working condition. A list of lost or damaged Bins will be provided to the County with the Monthly Report, to include address, so the County may bill the appropriate party. The Contractor is responsible for all repairs to Bins. Only factory or approved parts may be used to repair said Bins. Any damaged Bins that can not be repaired by the Contractor shall be returned to the County so they may follow the warranty process.
7. If a customer discontinues service, the Contractor has two (2) days to collect the Bin.
8. All Bins returned to the County shall be clean, sanitary, and in working condition, unless being returned for damages beyond repair, then the Bin must be returned clean and sanitary.

Section 152: Cart/Bin Storage

The Contractor shall provide storage space for carts and bins. The Contractor shall provide enough space to store the equivalent of two and a half percent (2.5%) of the total number of units serviced for the Collection Area for each type of Cart and Bin offered or cumulative total thereof.

Example

Contract Area has 5,000 units, then the Contractor shall store up to 125 garbage Carts and 125 recycling Bins = 250 total carts/Bins stored.

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Section 154: Minimum Cart/Bin Percentage

The Contractor shall keep a minimum inventory of one half of one percent (½%) of each size Cart and Bin used under with this Contract.

Section 156: Cart/Bin Replacement Cost

The County shall have the right to charge the Contractor for the cost of repair or replacement of Carts and/or Bins which are owned by the County, if such repair or replacement is required as a result of abuse or damage caused by the Contractor. The County shall have additional rights to charge the Contractor for the cost of replacement Carts and/or Bins, if such replacement is required as a result of fire or theft caused by the Contractor, or on/from Contractors property .

A list of lost, damaged, destroyed, or stolen Carts/Bins will be provided to the County with the Monthly Report so the County may bill the appropriate party. The Contractor is responsible for all repairs to Carts/Bins. Any damaged Bins that can not be repaired by the Contractor shall be returned to the County.

Section 158: Delinquent and Closed Accounts

The Contractor shall discontinue any and/or all collection services at any Unit(s) as set forth in a written notice sent by the County. Upon further written notification by the County, the Contractor shall resume any and/or all collections on the next regularly scheduled collection day.

Section 160: Meetings and Communication

In order to minimize problems during implementation of the Contract, to provide a forum for discussing and resolving any operational questions or issues that may arise, and for updating the Operations Plan the parties agree to meet on a regular basis as follows:

1. The period from the date the Contract is awarded until six months after the actual collection services begin (or such earlier date as may be mutually agreed to by the parties) shall be referred to as the "Implementation Phase". During the implementation phase, meetings shall be held between representatives of the parties on a weekly basis, or on such more or less frequent basis as may be mutually agreed. The primary purpose of such meetings shall be to develop and/or refine the Operations Plan, to evaluate the Contractor's performance in implementing the Contract, to evaluate Cart and Bin delivery progress or problems, to air and seek resolution of complaints, to discuss any actual or perceived problems with service, and to discuss promotion, public information and public relations.

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2. After the Implementation Phase, meetings shall be held at least on a quarterly basis, unless otherwise mutually agreed to, between representatives of the parties. Such meetings shall be held for the purpose of reviewing and discussing day to day operations, promotion, public information, and public relations.
3. Meetings shall be held at the offices of the County unless otherwise agreed. Each party shall be available for at least 90 minutes per meeting, unless otherwise agreed in advance. Meetings shall be held during normal business hours.

Section 162: Program Information During Contract Start-Up

All items listed below may be generated by the County. Prior to the start date of the Contract, the Contractor shall deliver to all Units receiving services, the materials created by the County to address issues such as the following. This list may not be all inclusive.

1. Materials to be collected and how such materials are to be prepared.
2. Date that the customer shall begin using the new Cart/Bin that was delivered.
3. Cart and material placement information.
4. Contractor's telephone number that customers should call for additional information or for questions.
5. Telephone number of the County department that customers can call for additional information or for questions.

The Contractor shall be responsible for informing the Customer of the Collections schedule for each Unit serviced prior to the start date. The format of said information shall be printed, and delivered to each service address via door hanger or other approved format. The Contractor shall have approval from the County prior to any distribution of these materials.

The above information may further be required to be attached to any new Cart/Bin delivered or anytime that a Cart/Bin is delivered to a customer.

The County shall approve all customer information materials, promotions, and educational activities and materials developed by the Contractor in advance of their production, implementation, or distribution. All public information materials will conform to the County's guidelines and include the County's identity.

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Section 164: Program Information

The Contractor shall deliver informational packets and/or door hangers to each service address up to two (2) times per year at the discretion of the County. The literature for said information will be generated by the County.

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C. Manner of Collection

Section 200: Contractor's Responsibilities

The Contractor shall be responsible for furnishing all labor, materials, equipment, and supervision necessary to perform the collection, processing, and other items described in this Contract.

Section 210: Employee Conduct

1. The Contractor is responsible for providing supervision necessary to ensure that collection employees are courteous, exercise due care, do their work without delay, minimize noise, avoid damage to private property, close and relock all gates and doors that they open, and if on private property, follow the regular pedestrian walkways and paths, and not cross flower beds, lawns or through hedges. While collecting, employees shall wear or carry identification supplied by the Contractor. The identification shall be subject to approval of the County.
2. When the County identifies unsatisfactory conduct by an employee and the County notifies the Contractor of such conduct, the Contractor shall take remedial action. The remedial action shall be appropriate to the level of unsatisfactory conduct, provided that if the County requests of the Contractor that an employee be suspended from further work on the Contract for unsatisfactory conduct, the Contractor will permanently remove the employee from further work on the Contract.
3. The Contractor will notify the County of remedial action taken in its monthly reports.
4. The County will cooperate with the Contractor by supplying to the Contractor the names and contact information, when known, of the complainant as well as known witnesses.
5. Through the process identified above, the County will have the sole right to require the removal and replacement of such employee(s) by the Contractor and/or subcontractors. The County shall exercise such right by providing written notice to the Contractor via U.S. Mail, fax or email. Such notice will include the County's reason for the request.
6. The Contractor will replace any personnel who separate from Contractors employment with equivalently qualified persons. The Contractor will replace such personnel as soon as reasonably possible, and in any event within thirty (30) days after the Contractor receives notice that an employee will be leaving.

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7. The term “personnel” shall include all staff provided by the Contractor or its subcontractors who have worked or perform services under this Contract.

Section 220: Employee Uniforms

1. Employees who perform collections or who supervise collection activities shall wear a uniform. Uniforms shall be of similar type and color for collections employees. Supervisors shall have some differing uniform characteristic to identify such authority (such as a different color shirt or notation on their name badge).
2. The uniform shirt shall be worn buttoned up within one button of the top button and tucked into the pants/shorts. The shirts must be kept in a clean professional manner. Shirts must remain free from rips, holes and stains. T-Shirts are allowed, so long as they meet all other Contract provisions. Tank tops and sleeveless shirts are not allowed.
3. The uniform must comply with a minimum standard of the American National Standards Institute “ANSI” class II requirements for visibility. Should the Contractor elect a uniform that does not meet this criteria, then a high visibility alternative (such as a vest) meeting the minimum standard of ANSI class II shall be worn at all times while collecting and disposing of materials under this Contract.
4. The uniform pants/shorts shall be worn above the hips and should have a length not less than one (1) inch above the knees. Pants/shorts must be kept in a clean professional manner. Pants/Shorts must remain free from rips, holes and stains. All pants/shorts must be hemmed and have a finished look.
5. The uniform outerwear must comply with a minimum standard of ANSI class II requirements for visibility. Should the Contractor elect outerwear that does not meet this criteria, then a high visibility alternative (such as a vest) meeting the minimum standard of ANSI class II shall be worn at all times while collecting and disposing of materials under this Contract.
6. All uniform shirts and outerwear shall have the company name placed in a conspicuous place. In addition, supervisors shall have the word “supervisor” placed in a conspicuous place.

Section 230: Spillage

1. The Contractor shall pick up any material scattered or spilled during collection by the Contractor and clean up the area affected within three (3) hours of notification of the incident. Each truck shall carry equipment (such as a broom, shovel spill kit, etc) for this purpose.

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2. The Contractor shall immediately, or within one (1) hour of notification, commence clean up of any paint, hydraulic, transmission, or other oil spill, or commence clean up of any spillage which creates a hazardous condition (such as spillage involving glass). For any hazardous spill, the Contractor must notify the County immediately.
3. Failure to comply with these requirements is subject to Section 560 Liquidated Damages.

Section 240: Damage Claims

1. The Contractor shall be responsible for any damages to real property, personal property and personal injury to the extent caused by negligent or willful acts or omissions and is caused in whole or in part by the Contractor, its employees, agents, or subcontractors in performing work under this Contract.
2. The Contractor shall notify the County immediately of any damages and/or damage claims as set forth in the section above, and shall indemnify and hold harmless the County for same. Written notice of any damages and/or damage claims shall be provided to the County within two (2) days, and shall include the name, address, telephone number, description of incident, witness information and the description of the remedy. The Contractor shall actively work to resolve the claim timely, timely shall mean within ten (10) working days after the Contractor has received notice of damages. Claims shall be resolved within thirty (30) days. For extenuating circumstances, upon written request from the Contractor, the County at its sole option may extend the above mentioned time period. If the damage claim is deemed as Contractor's responsibility by law enforcement, their designee, or independent individual/organization trained to investigate such items and is not resolved within the applicable period, the County may take any action it deems necessary to make the injured party whole and deduct the same from amounts due the Contractor.

Section 250: Customer Grievances

The Contractor will designate a representative to adjudicate customer grievances. At the County's request, the representative will join the County in meeting with an aggrieved customer within 24 hours of notification to resolve a complaint about spillage, a refusal to serve or a missed pick-up and/or other deficiency in service or a need for handicapped/special service or other specific Contract provisions.

D. Reporting/Information Requirements

Section 300: Report/Information Specifications

Throughout the life of this Contract a series of reports and information will be required by the Contractor. These reports and information are called for throughout the Contract. The County reserves the right to dictate format, style and to the extent possible, standardization of all reports and information required under this Contract. The County may require reports in hard copy and/or electronic copy for any and all reports. Listed below is a guide to some of the reports/information included in this Contract. This list may not be inclusive of the reports or information required by the Contractor under this Contract. The County further reserves the right to alter the reporting requirements from time to time.

1. Spare vehicle utilization – (Section 62)
2. Asset Inventory List (Section 85)
3. Handicapped/Special Needs – as needed (Section 114)
4. Force Majeure Clean-Up – as needed (Section 120)
5. Eviction, Vacant Lot, Special Clean-Up – as needed (Section 122)
6. Disposal and Recycling – as needed (Section 132)
7. Service Disruption – as needed (Section 142)
8. Red tag, not out, etc. – daily (Section 144)
9. Lost and/or Damaged Carts (Section 148 and 150)
10. Employee remedial action – (Section 210)
11. Damage Claims – (Section 240)
12. Service increase/decrease – (Section 410)
13. CPI increase – (Section 430)
14. Equal Employment – (Section 600 and 610)
15. DBE – (Section 630)
16. Emergency Plan – (Section 700)

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E. Compensation

Section 400: Payment for Collection Services

1. The County shall pay the Contractor monthly for all collection services under this Contract. Payment shall be based on the number of Units collected that are receiving Garbage service in the Contract Area.
2. A Unit will be "billable" in the current month if the Unit starts services on the 1st through the 14th day of the month. The Unit will be "billable" the following month if the Unit starts services on the 15th through the 31st day of the month.
3. Should a Unit sit vacant/idle, and no service rendered for a full month, then that Unit shall not be "billable" and should be removed from the Contractors monthly invoice and service list.
4. The County shall deduct any assessments due from the payment owed to the Contractor.
5. The County shall add additional moneys owed for additional services provided for under this Contract.

Section 410: Payment Procedure

1. The Contractor shall generate and submit a service listing of all current customers, including service address and Cart/Bin numbers, which meets the definition(s) provided by the Solid Waste Department, which is at least 99% accurate by November 1, 2005.
2. The Contractor shall maintain its service listing with at least 99% accuracy, listing any service increases or decreases meeting the above stated requirements for the month of December, 2005.
3. The Contractor shall submit a monthly invoice to the County within five (5) business days from the end of the month. The invoice shall be for services performed in the previous month at a Unit Price for that period of the Contract as outlined in Exhibits B, C, and D, as well as Section 400 and other provisions in this Contract.
4. The Contractor shall submit a monthly list of all service increases or decreases to the number of Units as defined by this Contract along with the above stated invoice. The Contractor is required to supply the date the Unit went into service, the address of the Unit, and any Cart/Bin numbers. The net difference will either be added to or subtracted from the prior months final Unit count.

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5. The County shall pay the Contractor within thirty (30) days of receipt of an undisputed invoice.
6. Payment requests shall be accompanied by:
 - b. Data supporting the payment request to include a Unit list with name, service address and Cart/Bin number(s) as necessary to substantiate the Contractors right to remittance of the amounts invoiced.
 - c. Certification from the Contractor that it has fully and properly performed all items of the work covered by the payment request, that all insurance and bonds required are in full force and in effect, and all subcontractors and suppliers have been paid from previous requests, and that the Contractor is not in default of any provision of the Contract.
 - d. Certification from the Contractor that it has fully and properly met all obligations under the reporting requirements sections of the Contract, and has done so fully and honestly.
 - e. Payment for services will not be paid until the above mentioned items have been received.
7. Should the County dispute any portion of the invoice, it shall within thirty (30) days of receipt of the invoice, provide the Contractor with a detailed itemized list of such objections.

Section 420: Contract Unit Price

See Exhibit B.

Section 430: Adjustments

1. CPI Adjustment
 - a. The Contractor shall be entitled to one hundred percent (100%) of the actual percentage change in the CPI (as hereinafter defined).
 - b. The "CPI". Means the Consumer Price Index for All Urban Consumers ("CPI-U"), Atlanta, Georgia – Atlanta, Georgia, All Items, 1982-1984 equals 100, published by the United States Department of Labor, Bureau of Labor Statistics ("BLS"), or its successor. If BLS designates an index with a new title or code number or table number as being the continuation of the index cited above, the new index will be used, or if no new index is designated, the most nearly compatible index shall be used.

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2. General conditions for adjustments.

- a. The CPI Index percentage change will be determined from January 1st to December 31st of the previous year, with an implementation of the increase on June 1st, and every June 1st thereafter with the first increase starting in June of 2007.
- b. The Contractor must notify the County in writing by March 31st of each year beginning March of 2007, of the amount and percentage of any rate adjustment allowed under this section. If timely notice is not received by the County, no increase will be allowed for that year.
- c. In any event, the adjustment will be limited to a maximum increase or decrease of four percent (4%) annually.

Section 440: Wage Increases for Employees

All wage increases for collectors or any other employees of the Contractor granted during the term of this Contract shall be the sole responsibility of the Contractor. Any benefits or added costs resulting from changes in technology, laws and regulations, labor practices, availability of equipment, and other foreseeable business risks that may affect the performance of this Contract shall be the Contractor's advantage or expense respectively, except noted herein.

Section 450: Withholding and Payment of Tax Liens and Judgments

The County may withhold and pay to the United States of America or to any federal court, or the State of Georgia or any state court, the amount claimed in a levy filed by the United States Internal Revenue Service or the Georgia State Department of Revenue, respectively, the amount directed by a writ of garnishment, writ of attachment, or writ of execution or by an order of a Bankruptcy Court, and/or by any court order, each for monies claimed from the Contractor. When presenting such an order, the County may in its discretion institute interpleading proceedings. The County may make a payment in conjunction with the interpleaded action to the appropriate court. Payments so made or deposited into the registry of the court shall be satisfaction of payment due to the Contractor.

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F. Security, Liability, Damages

Section 500: Payment Bond

1. The Contractor shall furnish the County a bond with a corporate surety acceptable to the County in the amount equal to twenty five (25%) of the annual Contract amount. The bond shall be valid and non-cancelable for a period not less than one (1) year and the Contractor shall provide a new bond, or evidence satisfactory to the County of the renew ability of the current bond at least forty five (45) calendar days before it expires.
2. The initial payment bond must be in place fifteen (15) days prior to the Start Date of the Contract.
3. The bond shall be for the use and benefit of the County, with a surety company authorized to do business in the State of Georgia and acceptable to the County. Said bond shall be conditioned that should such Contractor faithfully pay all laborers, mechanics, subcontractors, material men, and all persons who shall supply such Contractor or subcontractors with provisions and supplies for the performance of this Contract, said bond shall be null and void and shall be further conditioned that any person(s) performing such work or services, said bond shall contain appropriate recitations that it is issued pursuant to this Contract.

Section 510: Performance Bond

1. The Contractor shall furnish the County a bond with a corporate surety acceptable to the County in the amount equal one hundred percent (100%) of the annual Contract amount. The bond shall be valid and non-cancelable for a period not less than one (1) year and the Contractor shall provide a new bond, or evidence satisfactory to the County of the renew ability of the current bond at least forty five (45) calendar days before it expires.
2. The initial payment bond must be in place fifteen (15) days prior to the Start Date of the Contract.
3. The bond shall be for the use and benefit of the County, with a surety company authorized to do business in the State of Georgia and acceptable to the County. Said bond shall be conditioned that should such Contractor faithfully perform each and every term, condition, and provision of this Contract, said bond shall be null and void and shall be further conditioned that any person(s) performing such work or services, said bond shall contain appropriate recitations that it is issued pursuant to this Contract.

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Section 520: Default of Contractor

1. This section is independent, notwithstanding any other provisions of this Contract. The Contractor may be held in default of the Contract in the event the Contractor:
 - a. Fails to perform ninety percent (90%) of the collections required by this Contract and appears, to the County, to have abandoned the work, or to be unable to resume collections within forty-eight (48) hours.
 - b. Has failed on any occasion of two (2) consecutive working days, in any year, or ten (10) days in a calendar year to perform the collections required by the Contract; except as provided in Section 140.
 - c. Fails to comply with the terms of Section 600 through 640 upon written notice by County with 15 days to cure. Said cure period will only apply to the first offense of similar offenses.
 - d. Fails to furnish and maintain a Performance and/or Payment Bond per Section 500 and 510.
 - e. Fails to furnish and maintain the Insurance requirements per Section 540.
 - f. Fails to be granted and/or receive prior written approval of a change of control or other provision as defined in Section 875.
 - g. Repeatedly neglects, fails, or refuses to comply with any of the terms of the Contract, after having received notice of its obligation to do so.
2. To initiate proceedings under this Section, the County shall give notice to the Contractor and its surety. Within 7 days, Contractor may demand a at which the Contractor may show cause why it should not be declared in default or why it should be given the opportunity to cure said default. In the event the Contractor fails to show, to the reasonable satisfaction of the County, why the Contractor should not be declared to be in default of this Contract, the County may make a declaration of default. In evaluating whether to make such a declaration of default, the County shall, in its discretion, consider the severity of the alleged violations, and the overall performance of the Contractor under the Contract.
3. In declaring the Contractor to have defaulted on the Contract, the County also may order the Contractor to discontinue further performance of work under the Contract and transfer the obligation to perform such work from the Contractor to the surety on the Contractor's performance bond and take any other action it deems advisable.

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4. Under receipt of a notice that the work has been transferred to the surety without termination of the Contract, the surety shall take possession of all materials and equipment described in the most recent inventory submitted to the County pursuant to Section 85 hereof, for the purpose of completing the work under the Contract, employ, by the Contract or otherwise, any person and/or all persons needed to perform the work; and provide materials and equipment required therefore. Such employment shall not relieve the surety of its obligations under the Contract of bond. If there is a transfer to the surety, payments shall be made to the surety or its agent for all work performed under the Contract subsequent to such transfer, in amounts equal to those that would have been made to the Contractor had it performed in the manner and to the extent of the surety's performance, and the Contractor shall have no claim upon the same.
5. In the event the surety on the Contractor's performance bond fails to assume or continue performance within two (2) days after its receipt of notice that the work has been transferred to such surety, the Contractor shall be deemed to have leased, subleased, or otherwise license the County to use all, or whatever portion is desired by the County, of the materials and equipment described on the most recent inventory submitted to the County pursuant to Section 85 hereof, for collection (and processing) purposes for a period of up to one (1) year following the date of the declaration of default by the County without requiring the County to execute any other document whatsoever to accomplish such lease, sublease, or license and without requiring the County to post any bond, pledge, deposit or other security for such equipment and materials, but upon the condition that the County pay for the equipment and materials actually used for such collection a market rental that is no greater than (i) the monthly lease, in the event such property is leased by the Contractor, (ii) the periodic installment, in the event such property is being acquired under a purchase Contract, (iii) the periodic financing interest and principal, in the event such property is being acquired under a purchase Contract, or (iv) the financing arrangement; provided, that under no circumstances shall the County be liable during its use of such property for any arrearages, balloon payment, accrued interest, accelerated charges in the event of a default, or other extraordinary payment; nor shall the satisfaction thereof be a condition of the County's interim use of such property; provided, further, that such lease, sub-lease, or license shall be suspended the date the surety on the Contractor's bond or its agent accepts the transfer of work under the Contract.
6. In the event the County secures the performance of work under the Contract at a lesser cost than would have been payable to the Contractor had the Contractor performed the same, then the County shall retain such difference; but in the event such cost to the County is greater, the Contractor and its surety shall be liable for and pay the amount of such excess to the County.

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7. All payments due the Contractor at the time of default, less amounts due the County from the Contractor, shall be applied by the County against damages suffered and expense incurred by the County to reason of such default, any excess shall be paid to the Contractor unless otherwise provided herein.
8. Notwithstanding the provisions of this Section, a delay or interruption in the performance of all or any part of the Contract resulting from causes beyond the Contractor's control, as defined in section 880, shall not be deemed to be a default and the rights and remedies of the County provided for herein shall be inapplicable; provided that all labor disputes as defined in section 880 hereof shall not be considered a cause beyond the Contractor's control as defined in section 880.

Section 530: Commitment of Equipment

1. Unless a replacement or substitute is provided, all vehicles, facilities, equipment and property identified in the Contractor's inventory under Section 85 for use in the performance of this Contract (called "such property") shall be available for use in collecting Garbage, Yard Waste, Recycling, and Bulky Waste. When provided, this Section applies to the replacement and substitute.
2. For the duration of this Contract, any document (including a lease to or by the Contractor, financing Contract, acquisition over time, mortgage, or other instrument establishing a security interest) that encumbers or limits the Contractor's interest in such property shall:
 - a. Allow the surety on the Contractor's performance bond to take over the Contractor's obligations and to continue the use of the equipment in service for performance of the Contract;
 - b. Allow the County to take over the Contractor's obligations and to continue the use of the equipment in service for performance of the Contract;
 - c. Exempt the County from liability during its usage of such property for arrearages, balloon payments, accrued interest, accelerated charges on account of a default, or other extraordinary payments, and not make satisfaction thereof a condition of the County's interim usage; and
 - d. Forbare any foreclosure, trustee's sale or other dispossession of the Contractor's interest in such property without giving both the County and surety on the Contractor's performance bond sixty (60) days prior notice, and then make any termination of the Contractor's interest in such property pursuant to such action or the enforcement thereof subject to the requirement of Subsections 1, 2, and 3 of this section.

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3. To assure compliance with this Section, the Contractor shall submit to the County for review and approval or disapproval prior to execution all contracts, leases, or other documents for acquisition of, or encumbering or limiting the Contractor's interest in, such property or for replacements thereof and any proposed agreement that would encumber or transfer any interest of the Contractor in such property before the Contractor's execution of such agreement. The County's approval shall not be unreasonably withheld.

Section 540: Insurance

1. Contractor shall at all times during the term of this Contract, obtain and maintain continuously, at its own expense, and file with the County evidence of a policy or policies of insurance as enumerated below, which name the County as an additional insured:
2. A policy of Commercial General Liability Insurance, written on an insurance industry standard occurrence form, including the following coverage's:
 - a. Premises/Operations Liability
 - b. Products/Completed Operations Liability
 - c. Personal/Advertising Injury
 - d. Contractual Liability
 - e. Independent Contractors Liability
 - f. Stop Gap/Employers Contingent Liability
 - g. Explosion, Collapse, or Underground (XCU)
 - h. Fire Damage
3. Such Policy(ies) must provide the following minimum limits:
 - a. Bodily Injury and Property Damage
 - b. \$2,000,000 General Aggregate
 - c. \$2,000,000 Products & Complete Operations Aggregate
 - d. \$1,000,000 Personal & Advertising Injury
 - e. \$250,000 Fire Damage

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4. Stop Gap Employers Liability:
 - a. \$1,000,000 Each Accident
 - b. \$1,000,000 Disease – Policy Limit
 - c. \$1,000,000 Disease – Each Employee
5. A policy of Business Automobile Liability including coverage for owned, non-owned, leased or hired vehicles written on an insurance industry standard form or equivalent.

Such policy(ies) must provide the following minimum limit:

- a. Bodily Injury and Property Damage
 - b. \$1,000,000 Per Person
 - c. \$2,000,000 Per Occurrence
6. A policy of Workers Compensation Insurance. With respects to Workers Compensation insurance in the State of Georgia, the Contractor shall secure its liability for industrial injury to its employees in accordance with the provisions of § 34-9-1 et seq, Official Code of Georgia Annotated.

Such policy must provide the following minimum limits:

- a. Statutory coverage for injuries and occupational disease.
 - b. \$1,000,000 Employer's Liability.
7. Any deductible or self-insured retention must be disclosed and is subject to approval by the County. The cost of any claim payments falling within the deductible shall be the responsibility of the Contractor.
 8. If any such policy is written on a "Claims Made" form, the retroactive date shall be prior to or coincident with the Start Date of this Contract. The policy shall state the coverage is "Claims Made", and state the retroactive date. Claims made from coverage shall be maintained by Contractor for a minimum of two years following the expiration or earlier termination of this Contract, and Contractor shall annually provide the County with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the County to assure financial responsibility for liability for services performed.

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a. Additional Insured and Primary Insurance Provisions:

Such insurance, as provided under items (1), and (2) above, shall be endorsed to include the County, its officers, elected officials, employees, agents, and volunteers as additional insured, and shall not be reduced or canceled without forty-five (45) days prior written notice to the County. In addition, Contractor's insurance shall be primary and any other insurance maintained by the County shall be excess and not contributing insurance with the Contractors insurance.

b. Evidence of Insurance: The following documents must be provided as evidence of insurance coverage:

- i. A copy of the policies declarations pages, showing the insuring company, policy effective dates, limits of liability and the schedule of forms and endorsements.
- ii. A copy of the endorsement naming the County as an additional insured showing the policy number and signed by an authorized representative of the insurance company for business auto liability and for the commercial general liability policy a form CG 2010 (ISO) or equivalent.
- iii. A copy of the "Endorsement Form List" to the policy or policies showing endorsements issued on the policy, and including any company-specific or manuscript endorsements.
- iv. A copy of an endorsement stating that the coverage's provided by this policy to the County or any other named insured shall not be terminated, reduced or otherwise materially changed without providing at least forty-five (45) days prior written notice to the County.
- v. A copy of a "Separation of Insured" or "Severability of Interest" clause indication essentially that – except with respect to the limits of insurance and any rights or duties specifically assigned to the first named insured and separately to each insured against whom claim is made or suit is brought (Commercial General Liability and Business Automobile Liability Insurance).

c. Policy Rating: All policies shall be subject to approval by the County as to company (must be rated A-:VII or higher in the A.M. Best's Key Rating Guide and licensed to do business in the State of Georgia or issued as a surplus line by a Georgia Surplus lines broker), form and coverage, and primary to all other insurance

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- d. Self Insurance: Should Contractor be self insured, under item (1), (2) and (3) above, a letter from a Corporate Officer stipulating if actuarially funds and fund limits; plus any excess declaration pages to meet the Contract requirements. Further, this letter should advise how Contractor would protect and defend the County as an Additional Insured in their Self-Insured layer, and include claims handling directions in the event of a claim.
 - e. Subcontractors: Contractor shall include all subcontractors as insured under its policies or shall furnish separate evidence of insurance as stated above for each subcontractor. All coverage's for subcontractors shall be subject to all the requirements stated herein and applicable to their profession.
9. Failure of the Contractor to furnish and maintain said Insurance requirements shall be considered a material default of this Contract.

Section 550: Indemnity

The Contractor(s) shall defend, indemnify and save harmless the County and the County's officers, employees and agents from any and every claim and risk, and from all losses, damages, demands, suits, judgments and attorney fees, and other expenses of any kind (collectively "losses") arising out of this Contract or the performance thereof; including but not limited to any personal injury, or death of any and all persons (including but not limited to the Contractor, its agents, employees, subcontractors and their successors and assignees, as well as the County or the County's agents and all third parties); and including any property damage of any kind, whether tangible or intangible, including loss of use resulting there from, in connection with or related to the negligent or willful act(s) or omissions of the Contractor or its subcontractor which were caused in whole or in part by the Contractor or its subcontractor while performing work under this Contract, or in connection with or related to (in whole or in part by reason of) the presence of the Contractor or its subcontractors or their property, employees or agents, upon or in proximity to the property of the County or any other property (upon which the Contractor is performing any work called for), except only those losses resulting solely from the negligence of the County.

Section 560: Liquidated Damages – Reasonable pre-estimate of Owners Damages

1. Augusta is committed to delivering quality solid waste disposal services to its citizens and maintaining clean streets and public areas. This Section establishes damages for failure to meet performance standards hereinafter set forth. This Section is independent of Section 511 – Default of Contractor. The County and Contractor expressly agree that the potential harm or injury to the County caused by the following incidents of substandard performance are difficult or impossible to accurately estimate. The County and Contractor stipulate that the following damages are a reasonable pre-estimate of the

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probable loss to the County and the public. The parties agree that these provisions for liquidated damages are not intended to operate as penalties for breach of Contract.

2. This Section is independent of Section 520 - Default of Contractor. The amounts agreed to herein for each act or omission are Liquidated Damages. Liquidated Damages may be set-off and deducted from the monthly payment to the Contractor.
3. This section will be effective on and after February 1, 2006.
 - a. Performance
Standard
(Omission): Not placing Carts/Bins back in their original locations in a neat and orderly manner, Carts/Bins upright, and thoroughly emptied. (Section 114)

Damage: \$25 per incident
 - b. Performance
Standard
(Omission): Commencement or completion of collections outside of contract specifications except as expressly permitted herein. (Section 126)

Damage: \$100 per incident (each truck is a separate incident plus starting early and ending late will be considered two events)
 - c. Performance
Standard
(Omission): Failure to collect spillage. (Section 230)

Damage: \$100 per incident per day (each Unit represents a separate incident)
 - d. Performance
Standard
(Omission): Failure to collect missed Garbage, Yard Waste, Recycling or Bulky Waste pursuant to this Contract. (Section 144)

Damage: \$25 per incident to a maximum of \$500 per truck per day for each type of collection (Garbage, Yard Waste, etc.)

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- e. Performance
Standard
(Omission): Failure to deliver or replace Carts/Bins as specified in the Contract. (Sections 148 and 150.)

Damage: \$25 per Carts/Bins per day.
- f. Performance
Standard
(Omission): Failure to start the Contract on the Start Date.

Damage: \$5,000 per day.
- g. Performance
Standard
(Omission): Mixing of Contract waste with non-contract waste. (Section 60)

Damage: \$5,000 per event
- h. Performance
Standard
(Omission): Intentional disposal of Yard Waste and/or Recycling Materials placed in a collection vehicle collecting Garbage.

Damage: \$100 per incident per day (each Unit represents a separate incident) (Section 104)

4. The liquidated damages set forth above are not intended to compensate the County for any damages other than inconvenience and loss of use or delay in services. The existence or recovery of such liquidated damages shall not preclude the County from recovering other damages in addition to the payments made hereunder which the County can document as being attributable to the above referenced failures. In addition to other costs that may be recouped, the County may include costs of personnel and assets used to coordinate, inspect, and re-inspect items within this Contract as well as attorney fees if applicable.

G. Equal Opportunity/Non-Discrimination, Drug Free Work Place

Section 600: Equal Employment Opportunity

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, creed, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental, or physical handicap, unless based upon a bonafide occupational qualification. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their of race, religion, creed, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental, or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, promotion, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices are provided, setting forth the provisions of this non-discrimination clause.
2. The Contractor agrees that it will inform the County of any alleged violation(s) of employment practices involving any employees who work under this Contract which are asserted in any claims filed with the Equal Employment Opportunity Commission, Labor Department, or any other federal or state compliance agency within ten (10) days of becoming aware of said claim. The Contractor will also inform the County of the final disposition of such cases within ten (10) days of becoming aware of the final disposition.

Section 610: Equal Employment Opportunity – Implementation

1. The Contractor shall obtain in writing from each subcontractor or participant in a joint venture, an affirmative action policy or program and retain such written policy or program for inspection by the County.
2. The Contractor shall be responsible for the compliance of subcontractors or joint ventures. Appropriate sanctions for noncompliance will be imposed on the Contractor. The requirements for the Contractor apply to subcontractors, regardless of tier. The Contractor's responsibility includes obtaining equal employment opportunity documentation from subcontractors or joint ventures and reviewing the same as to validity and compliance. The Contractor shall submit such documentation concurrent with the Contractor's own submittals.
3. The Contractor will, prior to commitment and during the term of this Contract, furnish to the County upon their request and on such form as may be provided

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by the County, a report of the affirmative action taken by the Contractor in implementing the terms of these provisions, and will permit access to their records of employment, employment advertisements, application forms, other pertinent data records requested by the County for the purpose of investigation to determine compliance with this provision. If upon investigation, the County finds probable cause to believe that the Contractor has failed to comply with any of the terms of these provisions, the Contractor and the County shall be so notified in writing. The County shall give the Contractor an opportunity to be heard, after ten (10) days notice. If the County finds cause, the County may suspend the Contract and/or withhold any funds due or to become due to the Contractor, pending compliance by the Contractor with the terms of these provisions. Failure to comply with any of the terms of these provisions shall be a material default of the Contract.

4. The foregoing provisions will be inserted in all subcontracts for work covered by this Contract.

Section 620: Contractor's Hiring Goals - Gender

1. Without granting preferential treatment on the basis of gender, and without compromising the Contractor's commitment to equal opportunity in employment practices, the Contractor agrees to use good faith efforts to ensure there are fair opportunities for women to participate in its workforce. The Contractor shall provide the County with Annual reports or proof as reasonably requested demonstrating its good faith efforts to comply with this goal.
2. Good Faith Effort as used in this Section refers to the Contractor's affirmative efforts to ensure there are fair opportunities for qualified women to participate in the non-traditional aspects of the solid waste collection industry.
3. Evidence of the Contractor's Good Faith Efforts shall include but will not be limited to:
 - a. Efforts to ensure awareness by women of employment opportunities in the industry through (i) providing materials to be circulated and distributed concerning the breadth of opportunities, including, notices of full and part-time position openings and (ii) making clear to potential applicants the Contractor's commitment to bring eligible employees into its workforce., regardless of gender.
 - b. Efforts to assist all employees without regard to gender in being able to handle (i) the physical demands of the job through training in safety procedures, (ii) training in proper lifting techniques and other injury prevention measures and (iii) training in driving and operating equipment and;

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- c. Efforts to maintain an equal opportunity work environment by (i) having regular and semi-annual planning/training sessions with workers outlining the Contractor's policy prohibiting harassment, sexual harassment and its intention to strictly enforce the policy, (ii) offering women employees training to mitigate possible intimidating aspects of being the first female members of a traditionally male dominated occupation, (iii) offering training in increased productivity methods, and (iiii) providing special training to supervisory personnel for purposes of EEO and sexual harassment policy implementation.
4. The foregoing provisions will be inserted in all subcontracts for work covered by this Contract.

Section 630: Good Faith use of Disadvantaged Business Enterprises

It is an official policy of the Augusta-Richmond County Commission, other Augusta-Richmond officials, and employees, that all necessary and reasonable steps shall be taken to ensure that disadvantaged business enterprises including small business enterprises have the maximum opportunity to compete for and participate in all contracts and subcontracts. Further, the Augusta-Richmond County Commission has the option to establish incentives to promote business opportunities covered by Augusta-Richmond County Code§ 1-10-61.

To implement this policy, County encourages minority participation through subcontracting, joint ventures, or other methods in contracting for services. In order to expedite the evaluation process, we have attached is the Checklist for Good Faith Efforts, Proposed Disadvantaged Business Enterprise Participation, and Letter of Intent to Perform forms. The Contractor should complete the Proposed DBE Participation Form, indicating the percentage of participation for this Contract. Augusta-Richmond County's office of Disadvantaged Business Enterprise is available at (706) 826-1325 as a resource in identifying local Disadvantaged Business Enterprise (M/WBEs and SBEs).

Definition(s)

1. **Minority Person** – A United States citizen or permanent resident alien (as defined by the Immigration and Naturalization Service) of the United States, who is Asian, Black, Hispanic, Native American, or female, also one who is economically and socially disadvantaged.
2. **Disadvantaged Business Enterprise (M/WBE and SBE)** - A business which is owned or controlled by minority persons who have been deprived of the opportunity to develop and maintain a competitive position in the economy because of social and economic disadvantages. The ownership interest must be real and continuous and not created solely to meet the minority business or

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minority contractor provisions of this Policy. More specifically, disadvantaged business refers to any small business concern which:

- a. Is at least fifty-one 51% owned by one or more minority citizens of the United States who are determined to be socially and economically disadvantaged?
 - b. Is a corporation, with fifty-one percent (51%) of all classes of voting stock of such corporation must be owned by an individual determined to be socially and economically disadvantaged.
 - c. Is a partnership, with fifty-one percent (51%) of the partnership interest is owned by an individual or individuals who are socially and economically disadvantaged and whose management and daily business operations are controlled by individuals determined to be socially and economically disadvantaged. Such individuals must be involved in the daily management and operation of the business concerned
3. **Women Business Enterprise (WBE)** – A business which is owned and controlled by one or more females and who have been deprived of the opportunity to develop and maintain a competitive position in the economy because of social and economic disadvantages.
4. **Small Business Enterprise (SBE)** – A local small business which has its principal office and place of doing business in Augusta-Richmond County which is not dominant in its field of operation and is regarded as small in size as measured by its annual gross receipts being less than \$500,000.

DBE Utilization

1. Obligation
 - a. Contractors are required to make all possible efforts that are reasonable to ensure that M/WBEs and SBEs have full and fair opportunities to compete for performance by complying with the requirements of this clause. Included in these requirements is the achievement of a good faith effort to utilize Disadvantaged Business Enterprise under this Contract either directly or indirectly through work, services or supplies or other available means, and/or substantiation that there is a good faith effort to ensure that DBEs had the maximum opportunity to participate in the performance of work under this Contract. Contractors shall not discriminate on the basis of race, ethnicity, national origin or gender in the award and performance of the work under this contract.

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2. Compliance

- a. The Contractors participating in this contract are hereby notified that failure to fully comply with the County's DBE policy, as set forth herein, shall constitute a breach of contract which may result in termination of the Contract or such other remedy as deemed appropriate by the County.

3. Requirements and procedures subsequent to Contract award and prior to issuance of notice to proceed

- a. Upon approval of the required DBE utilization documentation, including but not limited to (Contractor's DBE Utilization Form; Proposed DBE Participation Form) the successful Contractor shall enter into a subcontract with each approved subcontractor. A copy of said sub-contract shall be provided to the County prior to the start date of the Contract. The Contractor, thereafter shall neither terminate nor significantly reduce the scope of work to be performed by, or significantly decrease the price to be paid to, the subcontractor there under, without, in each instance, prior written approval of the County. All requests are to be made in writing. An additional copy of said request shall be sent to:

Director of Disadvantaged Business Enterprise
501 Greene Street, Suite 304
Augusta, Georgia 30901

- b. DBE Substitutions – Failure to comply with the terms of the Contract, including required use of DBE's as indicated on the Contractor's Statement of the DBE Utilization form constitutes breach of contract, and may lead to the cancellation or termination of the Contract. The Contractor must notify the County, in writing of the necessity to substitute a new DBE in order to fulfill the DBE requirements prior to a substitution being made. The letter requesting approval of a substitution must give specific reasons for justifying release by the County of prior DBE commitments specified in the Contractor's proposal. An additional copy of said request shall be sent to:

Director of Disadvantaged Business Enterprise
501 Greene Street, Suite 304
Augusta, Georgia 30901

Actual substitution or replacement of DBEs to fulfill the DBE Contract requirements shall not be made before the County's written approval is given as the acceptability of the substitute DBE.

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- c. After award of the Contract, no waiver of the DBE requirements will be granted except in exceptional circumstances. Requests for complete or partial waiver of the DBE requirements of this Contract must be submitted in writing to the County, stating all details of the request, the circumstances, and any additional relevant information. The request must be accompanied by a record of all efforts taken by the Contractor to locate specific DBEs, to solicit DBE bids, and to seek assistance from the Office of the Disadvantaged Business Enterprise, (706) 826-1325. An additional copy of said request shall be sent to:

Director of Disadvantaged Business Enterprise
501 Greene Street, Suite 304
Augusta, Georgia 30901

In cases, where an enterprise was previously considered to be DBE is found not to be bona fide, the County will consider the following special criteria in evaluating a waiver request.

1. Whether, the prime contractor was reasonable in believing the enterprise to be a bona fide DBE; and
2. Whether reasonable efforts were taken to substitute the DBE involved.

4. Reporting requirements and post award compliance

- a. To assist the County in determining the responsibility of the Contractor in adhering to the DBE requirements of the Contract, the successful Contractor shall submit the DBE validating information.
 1. Attachment "A" and Attachment "B" shall be completed and submitted with proposal in a separate sealed envelope, indicate N/A if no participation.
 2. All firms must have a valid and current certification awarded by the Office of the DBE; Department of Transportation; GDOT; or other recognized certification entity.
- b. Any Contractor found to have knowingly engaged in or participated in any attempt, directly or indirectly, to evade the requirements of this DBE Contract clause may be declared ineligible for any future contracts paid for, in whole or in part by the County. Furthermore, the Contractor may be held liable to the County for any forfeiture of funds or damages caused by a delay in the award or performance of the Contract resulting from the Contractor's non-compliance.
- c. During the performance of the work under this contract, the Contractor shall keep such records as are necessary to determine compliance with its DBE

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utilization obligations. Records to be kept by the Contractor will indicate the actual DBE and non-DBE contractors, types of work being performed, actual dollar value of work, services, and procurement (See Attachment C). Notice shall be made in writing, and include a copy to the Office of Disadvantaged Business Enterprise, any time during the contract period that the Contractor anticipates the established DBE requirements on the Contract will not be achieved. In the event the Contractor does not achieve the established requirement, the records shall also include the following: (i) the progress and efforts being made in seeking out disadvantaged contractors for work on this project; and (ii) documentation of all correspondence, contacts, telephone calls, etc., to obtain the services of disadvantaged business enterprises on this project.

- d. During the Contract period, the Contractor shall submit reports (See Attachment C) monthly on contracts and other business transactions executed with DBEs with respect to the records cited to exact provision the records are referred to. The reports shall be in such a form, manner, and content as prescribed by the County. The report (See Attachment C) shall be submitted with each request for payment, no later than five (5) business days from the end of the month with a copy going to both the Solid Waste Department as well as to the Office of Disadvantaged Businesses Enterprise.

Section 640: Non-Discriminatory Service

The Contractor will not discriminate against any customer or County resident in the provision of service or quality of service on account of race, religion, creed, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide qualification to or for service. The Contractor shall provide the same good quality service throughout the Collection Area without regard to racial, ethnic, or cultural characteristics or relative standard of living of the neighborhood.

Section 650: Drug –Free Workplace

1. The County is a drug-free workplace employer. The Contractor hereby certifies that it has or it will within thirty (30) days prior to the Start Date of the Contract:
2. Notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace and specifying actions that will be taken for violations of such prohibition;
3. Establish a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Contractor's policy of maintaining a drug-free workplace, (iii) any available drug counseling,

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rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations;

4. Notify each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlined above, and (ii) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace not later than five (5) days after such conviction;
5. Impose a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by, an employee convicted of a drug crime;
6. Make a good faith effort to continue to maintain a drug-free workplace for employees; and require any party to which it subcontracts any portion of the work under the Contract to comply with the above provisions.
7. A false certification or the failure to comply with the above drug-free workplace requirements during the performance of the Contract shall be grounds for suspension, termination or debarment.
8. The foregoing provisions will be inserted in all subcontracts for work covered by this Contract.

H. Operations Plan, Emergency Plan

Section 700: Operations Plan

1. After the Contract has been awarded and no less than ninety (90) days prior to the Start Date, the Contractor shall prepare and submit to the County a comprehensive and detailed Operations Plan, which describes in detail all tasks, procedures and resources associated with the transition from the County's current Contract for Garbage, Yard Waste, Recycling and Bulky Waste collection to the awardees of this Contract. The Operations Plan, once approved by the County, will become a part of this Contract.
2. The Operations Plan shall spell out in detail all costs, steps, tasks, activities, events, procedures and resources necessary for the Contractor to provide for a smooth and efficient transition from the County's current service providers to the Contractor awardees, with minimum disruption to the County's Customer. The Operations Plan will further contain a time line and completion date for all such tasks and activities. The Contractor will ensure that certain essential operations as set forth in the Operations Plan will not be interrupted by any part of the transition. The Contractor shall seek the County's input in developing the Operations Plan, and the Operations Plan shall not be deemed final until accepted in writing by the County.
3. The Operations Plan shall be maintained by the Contractor, and shall be updated and submitted to the County on a weekly basis throughout the implementation phase to reflect the current status of all work. Aside from updates to show tasks accomplished, no changes to the Operations Plan shall be made without the prior written approval of the County.
4. The County shall have the right to audit, on its own behalf or through agents, the Operations Plan and the progress of all work throughout the implementation. The County or its agents shall be entitled to conduct audits as it sees fit.
5. The Contractor will adhere to the schedule set forth in Operations Plan regarding the transition and implementation of its Garbage, Yard Waste, Recycling, and Bulky Waste. There shall be no extensions of the time periods or completion dates set forth in the Operations Plan without the County's written consent.
6. When stating days in the Operations Plan, it is to be based on Calendar Days.
7. Throughout the implementation phase weekly reports will be made to the County regarding the progress of the transition.

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8. Samples of items to include in the operations plan would be;
 - a. Acquiring assets, preparing assets for collection, scheduling asset inspections, etc.
 - b. Asset Inspections.
 - c. Developing asset inventory lists.
 - d. Setting up contractors offices.
 - e. Ensuring disposal stickers are purchased, and placed on vehicles.
 - f. Setting up routes, and creating service maps.
 - g. Procedures for notifying customers of new collection days.
 - h. Procedures for orientation of collection and Cart/Bin delivery personnel including route coordination/cooperation with County staff.
 - i. Identifying handicapped/special needs customers.
 - j. Procedures for transmitting information to and from the County and the Contractor
 - k. Procedures for applying, appealing and reversing liquidated damages.
 - l. Standards for electronic transfer of information.
 - m. Acquisition of bonds and insurance.
 - n. Developing an emergency plan.

Section 710: Emergency Plan

1. At least thirty (30) days prior to the Start Date, the Contractor shall submit an Emergency Plan to the County which shall detail those actions which the Contractor will take to deal with emergency situations such as extreme cold temperatures, snow/ice, fire, or natural disaster which would require a deviation from normal operating procedures.
2. The Emergency Plan shall also include emergency phone numbers of the Contractor, and for key contact persons, such that a responsible contact person is available to the County at all times. The Emergency Plan must also include customer notification procedures.

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3. Upon submission of the Emergency Plan to the County, the County shall approve or reject the Emergency Plan. If the Emergency Plan is rejected, the Contractor and the County will begin negotiations to develop a mutually agreeable Emergency Plan prior to the Start Date of the Contract.
4. The emergency plan shall be updated annually in the month of January. Additional updates are required when items in the plan change or need updated.

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I. Ancillary Provisions

Section 800: Assignment of Pledge of Monies by the Contractor

The Contractor shall not assign or pledge any of the monies due under this Contract without securing the written approval of the surety on the performance bond as well as the payment bond and providing at least thirty (30) days prior written notice to the County of such assignments or pledge together with a copy of the surety's approval(s) thereof. Such assignments or pledge, however, shall not release the Contractor or its sureties from any obligations or liabilities arising under or because of this Contract.

Section 805: Assignment, Subcontracting, Delegation of Duties

1. The Contractor may not sub-Contract more than 50% of the total amount of collections and total work under this Contract without the prior written approval of the County. The County's decision shall be final and binding.
2. Except for the subcontracting identified in the Contractor's proposal, the Contractor shall not assign or subcontract or transfer any of the work or delegate any of its duties under the Contract without the prior written approval of the County, which approval may be withheld in the County's sole discretion. Notwithstanding the foregoing, the County's approval shall not unreasonably be withheld if the Contractor proposes to assign or transfer this Contract to an affiliate of the Contractor or to Contractor's parent corporation, provided that Contractor can establish to the reasonable satisfaction of the County that (i) the assignee or transferee will operate the Contract in substantially the same manner as the Contractor, will use substantially the same management and collection personnel as Contractor, and possesses substantially the same financial capabilities as Contractor and (ii) the assignee or transferee is not affiliated in any way with the company that has a Contract for residential collection with the County for the portion of the County outside the Contractor Collection Area.
3. In the event of an assignment, subcontract, or delegation of duties, the Contractor shall remain responsible for the full and faithful performance of the Contract and the assignee, subcontractor, other obligor shall also become responsible to the County for the satisfactory performance of the work assumed. The County may condition its approval upon the delivery by the assignee, subcontractor or other obligor of its covenant to the County to fully and faithfully complete the work or responsibility undertaken.
4. During the term of this Contract, the Contractor shall not have an ownership interest in any other company that has a Contract for residential collection with the County.

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5. Should a Contractor sub-contract work under this contract, a sub-contract contract/agreement shall be generated in writing. This agreement shall at a minimum include the area to be serviced, the price that the sub-contractor shall be paid, and the required sections under this contract that flow through to a sub-contractor. A copy of said agreement(s) shall be provided to the County within fourteen (14) days of execution.

Section 810: Audit and Inspections

1. During the term of the Contract and for a period of one (1) year after the termination or expiration of the Contract for any reason, the County shall have the right to audit, either itself or through an agent, the books and records (including but not limited to technical records) of the Contractor to ensure the Contractor's compliance with all the terms and conditions of the Contract.
2. During the term of the Contract, the County shall have the right to inspect any item deemed necessary to ensure that Contract provisions are/were being met. This can include, but is not limited to; site visits to the office or other locations used under this Contract, disposal locations, field, shop inspections or equipment, etc.

Section 815: Contractor Will Not Sell or Disclose Data

The Contractor will treat as confidential information, all data in connection with the Contract. County data processed by the Contractor shall remain the exclusive property of the County. The Contractor will not reproduce, copy, duplicate, disclose or in any way treat the data supplied by the County in any manner except as contemplated by this Contract.

Section 820: No Publicity

No advertising, sales promotion or other materials of the Contractor or its agents or representatives may be distributed to customers without prior written approval of the County. The Contractor, its agents or representatives shall not reference this Contract or the County in any manner without the prior written consent of the County.

Section 825: Contract Rights

1. The parties reserve the right to amend this Contract from time to time by mutual agreement in writing.
2. Rights under this Contract are cumulative, and in addition to rights existing at common law.
3. Payment by the County and performance by the Contractor do not waive their Contract rights.

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4. Failure by either party on any occasion to exercise a Contract right shall not forfeit or waive the right to exercise the right of another occasion. The use of one remedy does not exclude or waive the right to use another.

Section 830: Open Records Act

Contractor acknowledges that County records including this Contract are subject to Georgia's Open Records Act.

Section 835: Interpretation

1. This Contract shall be interpreted as a whole and to carry out its purpose. This Contract is an integrated document and contains all the promises of the parties; no earlier oral understandings modify its provisions.
2. Captions are for convenient reference only. A caption does not limit the scope or add commentary to the text.

Section 840: Law; Venue

The laws of the State of Georgia shall govern the validity, construction and effect of this Contract. The venue for any claims, litigation or causes of action between the parties shall be in the Superior Court of the Richmond County, Georgia.

Section 845: Discretionary Waiver of Right to a Jury Trial

The Contractor and County may waive all rights to have a trial by jury in any action, proceeding, claim, or counterclaim brought by either of them against the other on any matter whatsoever arising out of or in any way related to or connected with the Contract.

Section 850: Specific Performance and Injunctive Relief

The Contractor agrees that the services are critical to the County's operation and that monetary damages are not an adequate remedy for the Contractor's failure to provide services as required by the Contract, nor could damages be the equivalent of the performance of such obligation. Accordingly, the Contractor hereby consents to an order granting specific performance of such obligations of the Contractor in a court of competent jurisdiction within the State of Georgia. The Contractor further agrees that a failure by it to perform the services in the manner required by the Contract will entitle the County to injunctive relief.

Section 855: Notices

1. All official notices or approvals shall be in writing. Unless otherwise directed, notices shall be delivered by messenger, by certified or registered

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mail, return receipt requested, or by fax to the parties at the following
respective addresses:

To the County:

Assistant Director
4330 Deans Bridge Road
Blythe, GA. 30805
(706) 592-9634 Phone
(706) 592-1658 Fax

To the Contractor:

Contract Manager
P.O. Box 334
Evans, GA. 30809
(706) 860-2208 Phone
(706) _____ Fax

2. Either party may from time to time designate a new address for notices. Unless a return receipt or other document establishes otherwise, a notice sent by U.S. Mail shall be presumed to be received the third business day after its mailing.

Section 860: Severability

Should any term, provision, condition, or other portion of this Contract or its application be held to be inoperative, invalid, or unenforceable, and the remainder of the Contract still fulfills its purposes, the remainder of this Contract or its application in other circumstances shall not be affected thereby and shall continue in force and effect.

Section 865: Interest of the Parties

The Contractor covenants that its officers, employees and shareholders have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner of degree with the performance of services required under the Contract.

Section 870: No Bribery

The Contractor certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the forgoing has bribed or attempted to bribe an officer or employee of the County in connection with the Contract.

Section 875: Change in Control – Legal Counsel

1. In the event of a change in “Control” of the Contractor (as defined below), the County shall terminate the Contract for default unless the County has granted prior written approval. Such approval shall be at the sole discretion of the County. Any approval by the County for transfer of ownership or control shall be contingent upon the perspective controlling party becoming a signatory to the Contract and otherwise complying with the terms of the Contract. The Contractor shall notify the County within ten (10) days after it

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becomes aware that a change in Control will occur. As used in the Contract, the term "Control" shall mean the possession, direct or indirect of either;

- a. The ownership of or ability to direct the voting of, as the case may be fifty one (51%) or more of the equity interest, value or voting power of the Contractor; or
- b. The power to direct or cause the direction of the management and policies of the Contractor whether through the ownership of voting securities, by Contract or otherwise.

Section 880: Force Majeure

1. The Contractor shall not be liable for any failure or delay in the performance of its obligations pursuant to this Contract (and such failure or delay shall not be deemed a default of this Contract or grounds for termination hereunder if all of the following conditions are satisfied:
 - a. If such failure or delay
 - i. could not have been prevented by reasonable precaution, and
 - ii. cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work around plans, or other means, and
 - b. If and to the extent such failure or delay is caused, directly or indirectly by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions, or revolutions, or court order.
2. Upon the occurrence of an event which satisfies all of the conditions set forth above, the Contractor shall be excused from any further performance of those obligations pursuant to this Contract affected by the Force Majeure for as long as;
 - a. Such Force Majeure event continues and,
 - b. The Contractor continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.
3. Upon the occurrence of a Force Majeure event, the Contractor shall immediately notify the County by telephone and confirmed in writing within two (2) days of the occurrence of a Force Majeure and shall describe in reasonable detail the nature of the Force Majeure. If any Force Majeure

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prevents the Contractor from performing its obligations for more than five (5) days, the County may terminate this Contract.

4. Strikes, slow-downs, walkouts, lockouts and individual disputes are not excused under this provision.

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Section 885: Dispute Resolution

1. In the event of a dispute arising under this Contract, the parties shall continue performance of their respective obligations under this Contract and shall attempt to resolve such dispute in a cooperative manner. If the parties are unable to resolve the dispute, then, in addition to and without waiving any rights and remedies under this Contract or under civil or common law, the parties may voluntarily agree to arbitration pursuant to the terms of this section.
2. Within fifteen (15) days after agreement to arbitration has been reached, each party shall submit the name of its own arbitrator, selected from a panel of persons qualified by the American Arbitration Association and the two arbitrators shall select a third arbitrator from such panel within fifteen (15) days thereafter, or in case of a disagreement concerning the appointment of the third arbitrator, the third arbitrator shall be appointed from such panel by the presiding judge of Richmond County Superior Court. During such time that the arbitrators are being selected or appointed, the parties shall continue to negotiate in good faith to resolve their dispute in a cooperative manner.
3. The arbitrators shall apply applicable provisions of Georgia law in reaching their determination. The determination by the arbitrators shall be final and binding on the parties, and any judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof. The County and Contractor shall use their best efforts to conclude all arbitration proceedings involving fee and rate adjustment disputes within thirty (30) days following the commencement of such arbitration proceedings. Any arbitration determination granting an increase in fees or rates may include an award of interest at the statutory rate until the date the increase becomes effective.
4. The arbitrators shall have the authority, but shall not be required, to award to the prevailing party in the arbitration proceedings reasonable attorneys fees, expert and non-expert witness costs and expenses, and all other reasonable costs and expenses incurred directly or indirectly in connection with the proceedings provided, however, the costs of the arbitrators shall be shared equally by the parties.

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Augusta, Georgia (Augusta-
Richmond County, Georgia)

By: _____
As its Mayor

Attest:

Clerk of Commission

The foregoing Contract is hereby executed by the below-listed parties:

Contractor: _____

By: _____

As its: _____

Sworn to and subscribed before me this _____ day of
_____, 2005.

Notary Public

My Commission Expires: _____

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Example From Section 146

Assumptions

1. Cart rental rate in Exhibit B = \$2.00
2. County elects to replace 250 carts.
3. Carts were received by the contractor on the 15th of the month.

Calculations

Proration Amount

1. $(\$2.00/31) = \$0.0645$ (cents per day per cart)
2. $(\$0.0645*15) = \$0.9675$ (prorated amount per cart based on date received)
3. $(\$0.9675*250) = \$241.88$ (amount owed based on prorated amount and the number of carts)

Implementation Amount

1. $(\$0.0645*14) = \$0.903$ (prorated amount multiplied by allowed implementation days)
2. $(\$0.903*250) = \$225.75$ (amount owed based on 14 days implementation multiplied by 250 carts)

Total owed to Contractor

\$241.88 for prorated amount plus \$225.75 for implementation period = \$467.63

5. The County may ship the Contractor Carts which are assembled, unassembled, in single, limited, or truckload quantity.
6. All cost(s) associated with assembly and delivery of said carts shall be that of the Contractor.

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Exhibit A: Collection Area(s)

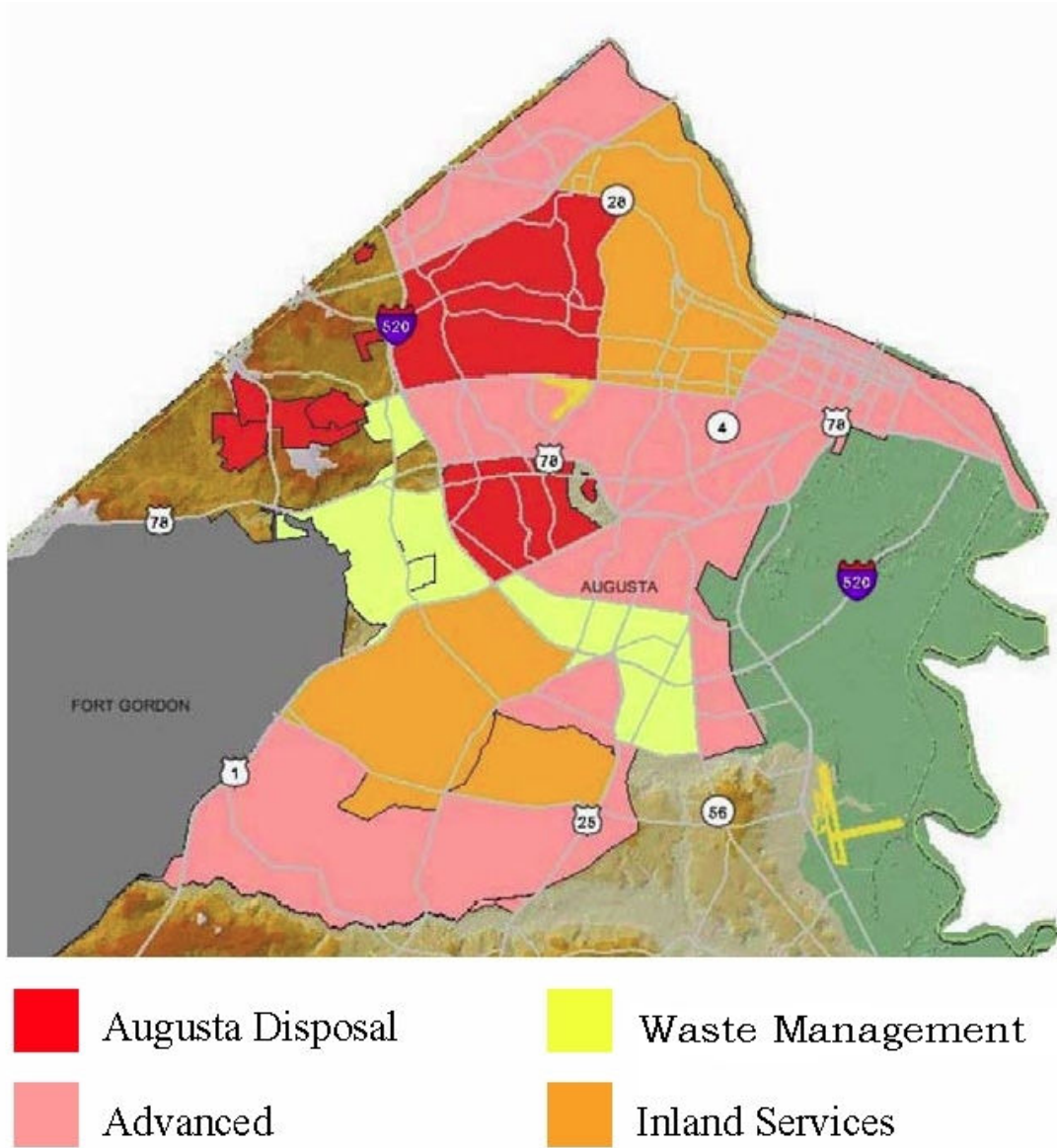


Exhibit B: Rate Table

<u>Services</u>	<u>Twice per week</u>	<u>Once per week</u>
Garbage	\$9.90	
Recycling		\$1.15
Yard Waste		\$1.75
Bulk Waste		\$0.95

Monthly Collections Cost

\$13.75

<u>Additional Services</u>	<u>Monthly</u>
Cart Rental Fee (per garbage cart provided by Contractor)	\$0.75
Extra Garbage Collection (per additional cart serviced)	\$5.00
Extra Recycling Collection (per additional cart serviced)	\$0.60

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Exhibit C: Force Majeure Rate Table

	<u>Rate</u>	<u>Rate Per</u>
10 Yard Roll Off	\$125.00	Pull
20 Yard Roll Off	\$125.00	Pull
30 Yard Roll Off	\$150.00	Pull
40 Yard Roll Off	\$0.00	Pull

	<u>Regular Time Rate</u>	<u>Overtime Rate</u>	<u>Rate Per</u>
15-24 Yard Rear Load (Driver and Helper)	\$100.00	\$117.50	Hour
25 Yard or Larger Rear Load (Driver and Helper)	\$115.00	\$135.00	Hour
15-24 Yard Side Load (Driver)	N/B	\$0.00	Hour
25 Yard or Larger Side Load (Driver)	N/B	\$0.00	Hour
25 Yard or Larger Front Load (Driver and work can)	N/B	\$0.00	Hour
Additional Laborer (per person as requested)	\$15.00	\$22.50	Hour

	<u>Regular Time Rate</u>	<u>Overtime Rate</u>	<u>Rate Per</u>
<u>Additional Services Offered by Contractor</u>			
1 Skid Loader /Bob Cat	\$95.00	\$125.00	Hour
2	\$0.00	\$0.00	
3	\$0.00	\$0.00	
4	\$0.00	\$0.00	
5	\$0.00	\$0.00	
6	\$0.00	\$0.00	
7	\$0.00	\$0.00	
8	\$0.00	\$0.00	
9	\$0.00	\$0.00	
10	\$0.00	\$0.00	

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Exhibit D: Eviction, Vacant Lot, Special Clean-up

	<u>Rate</u>	<u>Rate Per</u>
10 Yard Roll Off	\$125.00	Pull
20 Yard Roll Off	\$125.00	Pull
30 Yard Roll Off	\$150.00	Pull
40 Yard Roll Off	N/B	Pull

	<u>Regular Time Rate</u>	<u>Overtime Rate</u>	<u>Rate Per</u>
Rear Load (Driver)	\$85.00	\$95.00	Hour
Side Load (Driver)	N/B	\$0.00	Hour
Front Load (Driver and work can)	N/B	\$0.00	Hour
Additional Laborer (per person as requested)	\$15.00	\$22.50	Hour

	<u>Regular Time Rate</u>	<u>Overtime Rate</u>	<u>Rate Per</u>
Additional Services Offered by Contractor			
1 Loader/Bod Cat	\$95.00	\$125.00	
2			
3			
4			
5			
6			
7			
8			
9			
10			

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DBE Forms

Form A

(Letter of Intent to Perform)

Complete an individual form identifying each DBE sub-contractor/supplier used for this contract. Forms must be signed by sub-contractor. Form A should be completed and submitted with your bid in a separate sealed envelope. If there is no participation, indicate N/A

PROJECT

TO: _____
(NAME OF PROPOSER)

- _____ An individual
_____ A partnership
- _____ A corporation
_____ A joint venture

- _____ By attachment of a current Certificate of Certification issued by the Department of Transportation
- _____ By attachment of a current Certification issued by the Disadvantaged Business Enterprise Office

-

- E. The undersigned will sublet and/or award _____% of this subcontract to non-DBE contractors and /or non-DBE suppliers.

(DBE Contractor Firm Name)

Date: _____

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Form B

(Proposed DBE Participation Form)

Complete an individual form identifying each DBE sub-contractor/supplier used for this contract. Forms must be signed by sub-contractor. Form B should be completed and submitted with your bid in a separate sealed envelope. If there is no participation, indicate N/A

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Form B

PROPOSED DBE PARTICIPATION

PRIME CONTRACTOR _____ PROJECT _____

DBE FIRM	PRINCIPAL OFFICIAL	ADDRESS/PHONE NO.	TYPE OF WORK	<i>Dollar Value of Work</i>

Total Price: \$ _____

Total DBE value: \$ _____

Total DBE percent: _____%

Signed By: _____

Title: _____

Date: _____

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Form C

(Contractors Statement of DBE Utilization Form)

Complete form indicating the DBE's utilization for the requested pay period. This information identifies the actual DBE sub-contractors/suppliers, types of work performed, actual dollar value of work/services and suppliers. To avoid delay of payments this form must accompany all pay requests.

Form C

**AUGUSTA-RICHMOND COUNTY
DISADVANTAGED BUSINESS ENTERPRISE DEPARTMENT
CONTRACTOR'S STATEMENT OF DBE UTILIZATION**

SHEET _____ OF _____ (1) PAY REQUEST NO. _____ (2) REPORT PERIOD FROM _____ TO _____
(3) PROJECT NAME _____ (4) PROJECT NO. _____ (5) BASE BID \$ _____ (6) CONTRACT NO. _____
(7) REQUIRED DBE UTILIZATION ____% (8) PROPOSED DBE UTILIZATION ____%

(9) DBE NAME REPRESENTATIVE NAME & TELEPHONE NUMBER	(10) CLASS OF WORK	(11) CONTRACT AMOUNT	(12) CONTRACT ADJUST- MENTS	(13) REVISED CONTRACT AMOUNT	(14) AMOUNT EARNED THIS PERIOD	(15) AMOUNT EARNED TO DATE	(16) AMOUNT RETAINED THIS PERIOD	(17) AMOUNT RETAINED TO DATE	(18) % OF CONTRACT COMPLETE TO DATE
(19) DBE TOTALS									

(20) CONTRACTOR: _____ (21) AUTHORIZED SIGNATURE _____ (22) DATE _____
(23) PERCENTAGE OF TOTAL CONTRACT COMPLETED TO DATE. _____

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Good Faith Effort Checklist

Complete – The purpose for the Good Faith Effort Checklist is to indicate all necessary and reasonable steps taken to ensure that DBEs, including local small business enterprises, have the maximum opportunity to compete for and participate in all contracts and sub-contracts.

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AUGUSTA-RICHMOND COUNTY
CHECKLIST FOR GOOD FAITH EFFORTS

A bidder's good faith efforts must be those that could reasonably be expected from a bidder who was actively and aggressively seeking to meet the Disadvantaged Business Enterprise (DBE) goal. Good faith efforts may include, but are not limited to:

	Yes	No	
1.	<u> X </u>	<u> </u>	Soliciting through all reasonable and available means, the interest for all certified DBEs who have the capability to perform the work of the contract. Such solicitations must be in sufficient time to allow DBEs to participate effectively.
2.	<u> X </u>	<u> </u>	Confirming attendance at any pre-solicitation or pre-bid meetings.
3.	<u> </u>	<u> X </u>	Providing proof of any advertisements in general circulation, trade association, and minority or woman focused media.
4.	<u> </u>	<u> X </u>	Documenting the follow-up to the initial solicitation with DBEs.
5.	<u> X </u>	<u> </u>	Documenting how portions of the work were selected to solicit DBE participation and how the selection was made in order to increase the likelihood of meeting the DBE goals. This would include, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation.
6.	<u> X </u>	<u> </u>	Providing information on any negotiations with DBEs including bid item adjustments, terms and conditions of the contract, bonding and insurance requirements and etc.
7.	<u> n/a </u>	<u> </u>	Documenting efforts to assist DBEs in obtaining bonding, lines of credit, or insurance.
8.	<u> X </u>	<u> </u>	Providing copies of the information supplied to DBEs to solicit their bids. Such information should include adequate information about the plans, specifications, and requirements of the contract to enable the DBE to supply a complete and competitive bid.
9.	<u> </u>	<u> X </u>	Providing information regarding the services/assistance secured from minority and women community organizations, contractors' groups, local minority and women business assistance offices and other organizations that provides assistance in the recruitment and placement DBEs.
10.	<u> X </u>	<u> </u>	Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers. The bidder must provide documentation that consideration was given when selecting portions of the work or material needs on the contract to the availability of DBE firms in those areas when soliciting for DBE participation.
11.	<u> n/a </u>	<u> </u>	Documenting the basis for rejecting DBE bids. In cases where the bidder determines the DBE to be unqualified, supporting evidence used to make the determination must be provided.

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CORPORATE CERTIFICATE

I, _____ certify that I am the Secretary of the corporation
named as Contractor in the attached Contract; that _____
who signed said Contract on behalf of the Contractor was then _____
of said corporation; that said proposal was duly signed for and in behalf of said
corporation by authority of its Board of Directors, and is within the scope of its corporate
powers; that said corporation is organized under the laws of the State of
_____.

This ____ day of _____, 2005

Corporate
Secretary: _____
(name signed)

(name printed or typed)

(SEAL)

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NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____ County of _____

I, _____ being first duly sworn, deposes and says that:

He or she is _____ of _____, the Bidder that has submitted the attached Bid:

He or she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid.

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Augusta or any person interested in the proposed Contract; and

Continued to the next page

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The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant.

BIDDER: _____

By: _____
(name signed)

(name printed or typed)

Date: _____

Subscribed and sworn to me this ____ day of _____, 2005

NOTARY PUBLIC: _____
(name signed)

(name printed or typed)

Commission Expires: _____

(SEAL)

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NONCOLLUSION AFFIDAVIT OF SUBCONTRACTOR

State of _____
County of _____

I, _____ being first duly sworn, deposes and says that:

1. He or she is _____
(Owner, Partner, Officer, Representative, or Agent)
of _____, hereinafter referred to as the "Subcontractor";

2. He or she is fully informed respecting the preparation and contents
of the Subcontractor's Proposal submitted by the Subcontractor to _____
the Contractor for certain work in connection with the _____
Contract pertaining to the Project in _____

3. Such Subcontractor's Proposal is genuine and is not a collusive or sham Proposal;

4. Neither the Subcontractor nor any of its officers, partners, owners, agents,
representatives, employees or parties in interest, including this affiant, has in any way
colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm
or person to submit a collusive or sham Proposal in connection with such Contract or to
refrain from submitting a Proposal in connection with such Contract, or has in any
manner, directly or indirectly, sought by unlawful agreement or connivance with any
other Bidder, firm or person to fix the price or prices in said Subcontractor's Proposal, or
to secure through collusion, conspiracy, connivance or unlawful agreement any
advantage against Augusta-Richmond County or any person interested in the proposed
Contract; and

5. The price or prices quoted in the Subcontractor's Proposal are fair and proper and are
not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of
the Bidder or any of its agents, representatives, owners, employees, or parties in interest,
including this affiant.

(Signed) _____

(Title) _____

Subscribed and Sworn to before me this _____ day of _____, 2005

(Title)

My commission expires _____
(Date)

(SEAL)

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NOTICE OF AWARD

To: Bill Polonus – Augusta Disposal & Recycling
P.O. Box 334
Evans, GA. 30809

Project Description: “Solid Waste Collections Contract”

The Owner has considered the Bid submitted by you for the above-described work in response to its Invitation to Bid and Information from Bidders.

You are hereby notified that your Bid has been accepted for items in the amount determined by the contract based on the financial bids submitted for this contract, which will become a part of this Contract as Exhibit B, C, and D.

You are required by the Information for Bidders/Contract Documents to execute the Agreement and furnish the required Contractor’s Performance Bond, Payment Bond, and certificates of insurance within fifteen (15) calendar days prior to the start date of the contract. However, in any case a “Notice to Proceed” will not be given until the above mentioned items are received. Early delivery of said documents will expedite the contracting process. Augusta recommends submission of the required bonds and insurance with the executed “Notice of Award”. These items may have an effective date of January 1, 2006.

If you fail to execute said Contract within thirty (30) days from the date of this Notice, Augusta will be entitled to consider all your rights arising out of the Counties acceptance of your Bid as abandoned and such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the County.

Dated this 10th day of October, 2005.

Augusta-Richmond County

By: _____

Name and Title: Geri Sams, Director of Procurement

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by _____ this the
_____ day of _____, 2005.

By: _____

Name and Title: _____

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NOTICE TO PROCEED

To:

Project Description: "Solid Waste Collections Contract"

You are hereby notified to commence work in accordance with the contract dated _____, 2005, on or before January 1, 2006 and you are to comply with all terms, conditions, provisions, etc. as identified in the executed Contract.

Dated this _____ day of _____, 2005.

Augusta Richmond County

By: _____

Name and Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by _____
this the _____ day of _____, 2005.

By: _____

Name and Title: _____

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CERTIFICATE OF AUGUSTA'S ATTORNEY

I, the undersigned, Stephen E. Shepard, the duly authorized and acting legal representative of Augusta-Richmond County, do hereby certify as follows:

I have examined the attached Contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

(Signature)

Date: _____

End of Contract

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**SOLID WASTE COLLECTION CONTRACT
BETWEEN AUGUSTA, GEORGIA (AUGUSTA RICHMOND COUNTY)
AND INLAND SERVICE CORPORATION**

This solid waste collection Contract is entered into by and between, Augusta, Georgia, a consolidated local government, which is both a municipal corporation and a County, being a political subdivision of the State of Georgia, [by and through Augusta Richmond County's Solid Waste Department] hereinafter "County" or "Augusta" and Inland Service Corporation of Augusta "Contractor" to provide for Garbage, Yard Waste, Recycling and Bulky Waste collections from Units located within the Collection Area (as hereinafter defined).

The parties, in consideration of the promises, representations and warranties contained herein, agree as follows:

A. Overview

Section 5. Purpose and Intent – Legal Relationship of Parties

This Contract creates the legal relationship of independent Contractor by and between Inland Service Corporation and the "County".

This Contract engages Inland Service Corporation of Augusta to collect Garbage, Yard Waste, Recycling and Bulky Waste from Units within the Collection Area.

Section 10. Negotiation Costs

The Contractor shall bear its own cost of negotiating this Contract and developing all required materials. The County shall not be charged for any services or other work performed prior to the Start Date.

Section 15. Contract Term

This Contract is entered into on this _____ day of _____, 2005 ("Effective Date"). The collection services will begin on January 1, 2006 ("Start Date") and continue for a term of five (5) years, ending at Midnight December 31, 2010. The County and Contractor through mutual agreement may extend this Contract for two (2) successive one (1) year periods. The County must provide Contractor a minimum of 90 days notice of its intent to extend the Contract. If the County extends this Contract, the same terms, conditions, and methods of payment shall apply during the extension period.

County's payment obligation hereunder for succeeding fiscal periods shall be subject to availability and appropriation of funds. In the event County does not appropriate funds, at the beginning of a fiscal year for this Contract, said Contract shall terminate.

Section 20: Incorporation of Exhibits

1. The Contractor and the County acknowledge and agree that each of the following exhibits is attached to this Contract and is incorporated into and made a part of this Contract by reference:

Exhibit A: Collection Area

Exhibit B: Rate Table

Exhibit C: Force Majeure Rate Table

Exhibit D: Eviction/Vacant Lot Rate Table

2. If there is a conflict between any exhibit and the Contract, the provisions of the exhibit shall prevail.

Section 25: Contract Limitations

At the time of award, the Contractor shall not be awarded or have control of more than 50% of the total number of Units.

During the term of the agreement, no Contractor shall have control of more than fifty percent (50%) of the total number of Units. An exception will be made for natural population growth within a Collection Area.

Section 30. Definitions

In addition to Capitalized terms that are defined elsewhere, the following meanings apply:

Bins: A water-tight plastic container that is provided by the County, that shall not be less than 65 gallons in capacity, fitted with a sturdy handle, roll able and a tight fitting lid, for the purpose of collecting Recycling.

Bulky Waste: Refers to furniture, appliances, tires, and other items too large to be reasonably placed into a Cart as defined herein with a size limit of, not larger than five (5) feet in length, five (5) feet in height and ten (10) feet in width. Construction debris shall be limited to an amount that is equal to 25% of the allowable pile by volume.

C&D: Construction/Demolition waste means waste of building materials and rubble resulting from construction, remodeling, repair and demolition operations on pavements, houses and other structures. Such wastes include but are not limited to wood, lumber, wall

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- board, concrete, brick, metals, and other items attributed to construction and demolition.
- Cart:** A water-tight plastic container that is provided by the Contractor, that shall not be less than 95 gallons in capacity, fitted with a sturdy handle, roll able and a tight fitting lid, for the purpose of collecting Garbage.
- County:** Augusta, Georgia (Augusta-Richmond County, Georgia)
- Collection Area:** The physical area for which the Contractor has been contracted to provide services to.
- Contractor:** Individual or firm contracted to provide services under this Contract.
- Contract:** Document containing all provisions and specification that Augusta and the Contractor must abide by and/or meet.
- Garbage:** All discarded waste, food, paper, glass, plastic, leather, textiles, cans, and/or other materials normally associated with common household waste.
- Handicapped/
Special Needs:** Individual(s) who can provide verifiable proof of a disability, a limitation, or a special need which limits their ability to place waste to the curb or right of way.
- Hazardous Waste:** Refers to Hazardous Waste, which is defined and published in the Georgia Hazardous Waste Management Act (Official Code of Georgia Annotated § 12-8-61, et. seq.) and incorporated herein by reference. Hazardous Waste is potentially dangerous by-products of our highly industrialized society, which cannot be handled, treated, or disposed of without special precautions. Hazardous Waste includes, but is not limited to, ignitable, corrosive, reactive, and toxic wastes such as acetone, gasoline and industrial alcohols, alkaline cleaners, acids, cyanide and chlorine, arsenic, pesticide wastes, paint, caustics, infected materials, offal, fecal matter (human and animal) and explosives. Hazardous Waste does not include solid waste that is Household Waste, including household waste that has been collected, transported, stored, treated, disposed, recovered (e.g. refused-derived fuel) or reused, all as defined by the Georgia Hazardous Waste Management Act.
- Holiday Overloads:** Extra waste generated in association with a Federal, State, or Locally recognized holiday.

Red Tag:	A notification given to the customer for the purposes of informing/educating with the intent of eliminating future issues related to collections of Garbage, Recycling, Yard Waste, and Bulky Waste.
Recycling:	Refers to paper, cardboard, newspaper, plastic, aluminum, bi-metal, steel, tin, and other items determined to be recyclable by the County.
Section:	A defined subset of customers within the Collection Area.
Tire:	Any rubber cushioning from a wheel which will include automobiles, trucks, bicycles, and other small vehicles, not to exceed seventeen (17) inches.
Unit:	A location approved to have the service(s) under this Contract.
Yard Waste:	Plant material (leaves, grass clippings, branches, brush, flowers, roots, wood waste, etc.); debris commonly thrown away in the course of maintaining yards and gardens, including sod; and biodegradable waste as approved by the County, but excludes loose soil, Garbage, food waste, plastics, synthetic fibers, lumber, human or animal excrement, or soil contaminated with hazardous substances.

Section 35: County Responsibilities

The County shall be responsible for:

1. Making timely payments required by this Contract.
2. Inspecting Contractor performance, mediating and adjusting customer grievances. The County may require special and other services as contemplated in this Contract.
3. Specifying each customer's level and type of collection service.
4. Supply Carts and/or Bins as defined by this agreement.
5. Pay disposal costs as defined by this agreement.

Section 40: Contractor's Responsibilities

The Contractor shall be responsible for:

1. Furnishing all skilled labor, equipment, materials, supplies and utility services required for providing all services in accordance with this Contract unless otherwise noted within the Contract.
2. All actions and activities of its subcontractors.
3. Supplying all records, reports, and information required by this Contract.
4. Securing at Contractor's expense, all governmental permits and licenses and required regulatory approvals (including all required by County Ordinances).
5. Timely paying of all applicable taxes.
6. Complying with applicable laws and regulations.
7. Performing all work in a timely, professional manner.
8. All wage increases for Contractor's collectors or other employees, any benefits or added costs resulting from changes in technology, laws, regulations, labor, supplies, practices, availability of equipment, and other business risks that may affect the performance of this Contract.
 - a. Should there be an extraordinary change in a law(s), rules, or regulations related to fuel taxes, disposal fees, or the addition or imposition of solid waste fees or taxes on services that impact the true cost of this contract, the Contractor and/or the County shall have the right to petition for an equitable adjustment.

Section 45: Contractors Representations and Warranties

1. Organization and Qualification. The Contractor is duly incorporated or otherwise legally organized and, validly existing and in good standing under the laws of the State of Georgia, and has all requisite power and authority to enter into and perform its obligations under this Contract.
2. Authority.
 - a. The Contractor has the authority to execute this Contract, to make the representations and warranties set forth in it and is appropriately skilled, organized and financially able to perform the obligations of Contractor under this Contract in accordance with its terms.

- b. This Contract has been validly executed by the authorized representatives of the Contractor and constitutes a legally binding, enforceable obligation of Contractor.
3. Government Authorizations and Consents. The Contractor has or will obtain prior to the commencement date such licenses, permits, and other authorizations from federal, state, and other governmental authorities, as are necessary for the performance of its obligations under this Contract.
4. Compliance With Laws. The Contractor is not in violation of any applicable law, ordinance or regulation, the consequence of which will or may materially affect Contractor's ability to perform its obligations under this Contract. The Contractor is not subject to any order or judgment of any court, tribunal, or governmental agency which could materially and adversely affects its operations or assets in the State of Georgia, or its ability to perform its obligations under this Contract.
5. Accuracy of Information. None of the representations or warranties in this Contract and none of the documents, statements, certificates or schedules furnished or to be furnished by Contractor pursuant hereto or in connection with the performance of the obligations contemplated under this Contract, contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements of fact contained therein not misleading.
6. Independent Examination. In accepting these responsibilities, the Contractor represents and affirms that it has made its own examination of all conditions, facilities, and properties affecting the performance of this Contract and of the quantity and expense of labor, equipment, materials needed, and of applicable taxes permits and laws. The Contractor affirms that within the Collection Area/Section(s) it is aware of the present placement of collection Carts at the curb, alley, or backyard locations, and the present location of Handicapped/Special Needs customers. The Contractor represents and warranties that it is capable of continuing to collect Carts from their present locations.

Section 50: County Representations and Warranties

The County represents and warrants to the Contractor as follows:

1. Organization and Qualification. The County is a political subdivision of the State of Georgia and has all requisite corporate power and authority to enter into and perform its obligations under this Contract.

2. Authority.

- a. The County has the authority to execute this Contract, to make the representations and warranties set forth in it and to perform the obligations of the County under this Contract in accordance with its terms.
- b. This Contract has been validly executed and constitutes a legally binding and enforceable obligation of the County.

3. Government Authorizations and Consents. The County has such licenses, permits and other authorizations, as are necessary for the performance of its obligations under this Contract, and no consent, approval, or authorization of or declaration, registration or filing with any governmental or regulatory body is required to be obtained or made by the County as a prerequisite to its execution of this Contract or its performance of its obligations contemplated hereby.

4. Compliance With Laws. The County is not in violation of any applicable law, ordinance or regulation, the consequence of which will or may materially affect the County's ability to perform its obligations under this Contract. The County is not subject to any order or judgment of any court, tribunal, or governmental agency which materially and adversely affects its operations or its ability to perform its obligations under this Contract.

5. Accuracy of Information. None of the representations or warranties in this Contract and none of the documents, statements, certificates or schedules furnished or to be furnished by the County pursuant hereto or in connection with the performance of the obligations contemplated under this Contract, contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements of fact contained therein not misleading.

Section 55: OSHA & Georgia Law Compliance – Health & Environmental

1. The Contractor shall comply with the Federal Occupational Safety and Health Act of 1970, as amended (OSHA) and the Official Code of Georgia and with the standards and regulations issued to implement these statutes from time to time.
2. The Contractor is also responsible for meeting all pertinent local, state and federal health, safety and environmental laws, regulations, and standards applying to collection of Garbage, Yard Waste, Recycling and Bulky Waste.

Section 60: Vehicles Used in Collection

1. All vehicles used for collection shall be registered with the State of Georgia Department of Motor Vehicles, and shall be kept in a clean and sanitary condition and a state of good appearance and repair, and shall be painted in a uniform manner.
2. All collection vehicles shall be painted by Contractor in Contractor's color(s). Color(s) and color schemes are subject to approval by the County, in its reasonable discretion. Vehicles shall be uniquely numbered. Contractor's name and vehicle number shall be painted in a contrasting color, at least four inches high on each side of the vehicle and on the rear of the vehicle. The Contractor shall place a sign and/or text as determined by the County, which may include a County customer service telephone number on all collection vehicles on each side and the rear of the vehicle. All collection vehicles shall be kept in a clean and sanitary condition.
3. All collection vehicles or personnel must be equipped with a communication device (i.e. cell phone or radio) which allows for immediate communication between the collection vehicle and a supervisor, and/or the Contractor's office.
4. Collection vehicles shall be sufficient to service all participating Units for which they are intended to service at the frequency of collection specified and able to handle special requirements of the Contract including adverse weather and holiday overloads.
5. All vehicles used by management personnel, including route supervisors, operations manager, etc. shall be equipped with cell phones with voice mail so that they can be contacted by the County.
6. All vehicles operated under the authority of this Contract shall be driven in compliance with Uniform Rules of the Road and Georgia State traffic laws and, where applicable, the County's codes, ordinances, and rules.
7. The Contractor's collection vehicles shall be used only on this Contract, unless advanced written approval is given by the County. The Contractor may use collection vehicles from other sources or use Contract vehicles for other operations only with the prior written approval of the County. Should the County authorize either of the above mentioned approvals, at no time may non-contract waste be included with Contract waste. This provision is subject to Section 560.
8. The Contractor shall not park or store any collection vehicles on County property. Should the County identify that a vehicle violates this provision; the Contractor shall be notified by phone, fax, or e-mail. Should the vehicle not be removed in a reasonable period, or should the vehicle become a nuisance, a safety issue, or an operational issue, the vehicle will be towed out of the way

or to the Contractors shop, at the Counties discretion, at the sole expense of the Contractor. Said expense will be deducted from the amount owed to the Contractor for the current month.

9. The Contractor shall make a reasonable effort to empty each collection vehicle at the end of each day.

Section 62: Spare Vehicles

1. The Contractor shall have a minimum spare ratio sufficient to provide quality service under this Contract. Spare vehicles shall be allowed to collect from any route, collecting any material. Spare vehicles shall meet the appropriate standards set forth herein for normal vehicles. Spare vehicles will be counted toward the average age of the fleet.
2. The Contractor shall be responsible for ensuring that spare assets are available for each subcontractor to meet the above stated standard.
3. When a spare vehicle is used, notification to the County must be received in advance. The advanced notice shall include at a minimum, the date, truck number, route it will be servicing, and commodity serviced. Other information may be reasonably requested by the County. Advance notice type shall be by fax or e-mail, or other reasonable communications as determined by the County.

Section 65: One Vehicle One Purpose

Under this Contract, each collection vehicle shall be designated to collect one (1) type of material such as Garbage, Yard Waste, Recycling, or Bulky Waste. The collection vehicle may not be allowed to switch commodities collected without the prior written approval of the County.

Consideration will be given to Contractors wishing to:

1. Utilize multi-collection type vehicles.
2. Technology and/or processing advances.
3. Bulky waste collections, as long as materials are acceptable at the appropriate disposal site.
4. Improve utilization of assets.
5. Other considerations as may arise.

Any consideration request must be made in writing. The County's decision to the consideration request shall be final and binding.

Section 70: Disposal/Vehicle Inspections and Permits

1. The Contractor is responsible for any and all fees associated with disposal permits, inspection fees, truck stickers, etc. These permits shall be timely obtained and/or posted and/or may be required by a solid waste disposal site, a licensing authority, a government, by truck, by commodity or some other item or combination.
2. The County landfill will charge a one hundred dollar (\$100) annual fee for each disposal sticker required.
3. Prior to the Start Date, and annually thereafter, the County shall have the right to inspect all vehicles used to perform the Contract. The vehicle shall, at a minimum, meet the Federal Department of Transportation standards, as well as requirements listed in this Contract. A fee or reimbursement may be collected from the Contractor for each individual inspection in an amount not to exceed one hundred and fifty dollars (\$150) per inspection. Should a vehicle not pass inspection, the Contractor shall remedy any inspection deficiency identified and have the vehicle re-inspected. All expenses associated with the repair and re-inspection shall be the sole responsibility of the Contractor.
4. The County may do random spot inspections as it deems reasonably necessary.
5. Should the vehicle not pass inspection, the vehicle shall not be used under this Contract until the vehicle has been repaired and passes such re-inspection.

Section 75: Vehicle Specifications

1. On or before the Start Date of this Contract, all vehicles used in collections shall be in good operating order. All collection equipment used under this Contract shall meet all applicable state and federal safety standards.
2. At no time shall the average age of vehicles used in the collection Contract exceed five (5) years in age for any Contractor, the subcontractors vehicles are attributed to the Contractor's fleet.
3. Should a vehicle use a cart tipper/dumper, it shall be designed to empty carts pursuant to ANSI Z245.60-1999 and ANSI Z245.30-1999. Cart tippers/dumpers which do not meet this requirement shall not be used. If a cart tipper/dumper is used that does not meet the above mentioned specification, the Contractor shall be responsible for all damages to Carts to include the cost of repair or replacement.

4. All collections vehicles used to perform functions under this Contract shall be equipped with the following in complete and sound working order:
 - a. Ambient noise back-up alarm.
 - b. Back-up camera with monitor visible from any driving position.
 - c. A 10 pound fire extinguisher.
 - d. A first aid kit.
 - e. Minimum of three safety marking devices (flares, or reflective triangles).
 - f. A rear-mounted strobe light activated while collecting materials.
 - g. Spill kit of a size to handle operational spills.
5. All supervisors vehicles used to perform functions under the Contract shall be equipped with the following in complete and sound working order:
 - a. A 10 pound fire extinguisher.
 - b. A first aid kit.
 - c. Minimum of three safety marking devices (flares, or reflective triangles).
 - d. Spill kit of a size to handle operational spills.

Section 80: Ownership of Equipment

1. All vehicles, facilities, equipment, and property used in the performance of this Contract shall be wholly owned by the Contractor, provided, that leases, conditional sales contracts, mortgages, or other agreements for the use or financing the purchase of vehicles, facilities, equipment, and property may be allowed with the prior written approval of the County.
2. No further encumbrance shall be placed upon any such vehicles, facilities, equipment, and property without the prior written approval of the County.

Section 85: Asset Maintenance and Inventory

The Contractor shall provide the County, prior to the Start Date, a complete inventory showing property, buildings, key assets, and each vehicle (make, model, type, capacity, age, commodity collected, truck number, and VIN) used for performing the Contract. The Contractor may change equipment from time to time with the prior written approval of the County, not to be unreasonably withheld. The Contractor shall maintain assets and a vehicular fleet during the performance of the Contract at least equal substantially to that described in the inventory.

Section 90: Traffic Laws, Noise Control

All vehicles must operate in conformity with all federal, state and local laws, rules, or ordinances related to traffic and noise control.

Section 95: Contractor's Office

The Contractor shall maintain within fifteen (15) miles of Augusta, Georgia (Augusta-Richmond County) an office with local telephone service and such staff as needed to receive and respond to complaints, requests for missed collections, and other coordination with citizens and County staff. Phone service shall include phone lines and voice mail adequate to handle the citizens' and the County's demand as reasonably necessary, cable modem internet access or equivalent speed, as well as designated e-mail account(s) to be used with this Contract. Any voice message or e-mail shall be responded to/returned by the Contractor's office staff within sixty (60) minutes. Office hours shall be 8:00 a.m. to 5:00 p.m., Monday through Friday. The office shall be open 8:00 a.m. to noon any Saturday after a holiday, or on any Saturday that a regularly scheduled route is operated. The Contractor shall also provide a local telephone number where the Contractor may be contacted at any time by the County.

B. Collection Services

Section 100: Collection Area

The Contractor shall provide all collection services called for in this Contract within the following area:

See Exhibit A for a general overview of the Collection Area(s), however;

The County will assign and the Contractor will retain their currently awarded/designated Collection Areas. For Contractors utilizing subcontractors, the subcontractor(s) Collection Areas/Sections may not be altered from their existing state without the prior written approval of the County.

The County reserves the right to request and/or negotiate with the Contractors to swap/exchange portions of Collection Areas throughout the life of this Contract.

Section 102: Days of Collection

The Contractor shall make all collections on the days of Monday through Friday, or as otherwise required by County due to the nature of the services provided. Any deviations to this shall have prior written approval from the County, and the County shall have the final and sole decision.

Section 104: Garbage Collection

Garbage shall be collected twice weekly on a set schedule:

1. The Contractor shall collect the following materials as Garbage: All discarded waste, food, paper, glass, plastic, leather, textiles, cans, and/or other materials normally associated with household waste.
2. The Contractor shall collect Garbage from designated Units which have been placed in the appropriate Cart for collection.
3. The Contractor and the County may by mutual agreement establish other reasonable specifications regulating the size, quantity, configuration, and placement of Garbage eligible for collection.
4. The Contractor shall exercise good faith to ensure that Yard Waste and/or Recycling materials which a customer has properly segregated are not placed in the collection vehicle that collects Garbage. Intentional disposal of Yard Waste and/or Recycling with Garbage shall be subject to Section 560 of this Contract.
5. The Contractor shall collect Garbage which is placed for collections that are in accordance with this Contract. It shall be the Contractor's responsibility to

give notice to the County staff if it believes Garbage is not prepared and/or located per the Contract specifications. Should the Contractor fail to notify the County about a specific Unit(s) that it believes does not meet the conditions of the first sentence of this paragraph than it shall be the Contractors responsibility to collect all such Garbage from such Units(s) as if it was disposed of properly pursuant to the terms of this Contract.

6. If Garbage is left uncollected, the Contractor will leave an explanation (red tag) to help the customer correct the problem and avoid it in the future. Should the Contractor fail to leave a red tag for the customer, it shall be the Contractors responsibility to collect all such wastes left behind as if it was disposed of properly pursuant to the terms of this Contract.

Section 106: Yard Waste Collection

1. Yard Waste shall be collected once every week with the first Garbage collection of the week for the same Units.
2. The Contractor shall collect the following materials as Yard Waste: plant material (leaves, grass clippings, branches, brush, flowers, roots, wood waste, etc.); debris commonly thrown away in the course of maintaining yards and gardens, including sod; and biodegradable waste as approved by the County. The Contractor shall not collect as Yard Waste loose soil, Garbage, food waste, plastics, synthetic fibers, lumber, human or animal excrement, or soil contaminated with hazardous substances.
3. The Contractor shall collect Yard Waste from designated Units which have been placed in piles, bundles, marked, identified, or open top cans or in a kraft paper bag not to exceed 32 gallons in capacity. The Contractor shall not collect Yard Waste cans, kraft bags or bundles that are in excess of fifty (50) pounds each. The Contractor shall not collect Yard Waste that has been placed in plastic bags. Christmas trees will be eligible for collection as Yard Waste, and are not required to meet the above stated standards so long as lights and decorations have been removed.
4. The Contractor shall collect all Yard Waste with size limits of, not larger than five (5) inches in diameter nor longer than five (5) feet, and stacked in piles not to exceed five (5) feet in height, five (5) feet in width and 10 feet in depth.
5. The Contractor and the County may by mutual agreement establish other reasonable specifications regulating the size, quantity, configuration, and placement of Yard Waste eligible for collection.
6. The Contractor shall exercise good faith to ensure that non Yard Waste materials are not placed in the collection vehicle. The Contractor shall not knowingly collect Yard Waste contaminated by fecal matter, unsegregated Garbage, hazardous substances or other ineligible material.

7. The Contractor shall collect Yard Waste which is placed for collections that are in accordance with this Contract. It shall be the Contractor's responsibility to give notice to the County staff if it believes Yard Waste is not prepared and/or located per the Contract specifications. Should the Contractor fail to notify the County about a specific Unit(s) that it believes does not meet the conditions of the first sentence of this paragraph than it shall be the Contractors responsibility to collect all such Yard Waste from such Units(s) as if it was disposed of properly pursuant to the terms of this Contract.
8. If Yard Waste is left uncollected, the Contractor will leave an explanation (red tag) to help the customer correct the problem and avoid it in the future. Should the Contractor fail to leave a red tag for the customer, it shall be the Contractors responsibility to collect all such wastes left behind as if it was disposed of properly pursuant to the terms of this Contract.

Section 108: Recycling Collection

1. Recyclables shall be collected once every week with the second Garbage collection of the week for the same Units on a set schedule.
2. The Contractor shall collect the following materials as Recycling: paper, cardboard, newspaper, plastic, aluminum, bi-metal, steel, tin, and other items determined to be recyclable by the County.
3. The Contractor shall collect Recycling from designated Units which has been placed in the appropriate Bin for collection.
4. The Contractor and the County may by mutual agreement establish reasonable specifications regulating the size, quantity, configuration, and placement of Recycling eligible for collection.
5. The Contractor shall use reasonable efforts to ensure that non-recyclable materials are not placed in the collection vehicle. The Contractor shall not knowingly collect Recycling containing unsegregated Garbage, Yard Waste, hazardous substances or other ineligible material.
6. The Contractor shall collect Recycling which is placed for collections in accordance with this Contract. It shall be the Contractor's responsibility to give notice to the County staff if it believes Recycling is not prepared and/or located per the Contract specifications. Should the Contractor fail to notify the County about a specific Unit(s) that it believes does not meet the conditions of the first sentence of this paragraph than it shall be the Contractors responsibility to collect all such Recycling from such Units(s) as if it was disposed of properly pursuant to the terms of this Contract.

7. If Recycling is left uncollected, the Contractor will leave an explanation (red tag) to help the customer correct the problem and avoid it in the future. Should the Contractor fail to leave a red tag for the customer, it shall be the Contractor's responsibility to collect all such wastes left behind as if it was disposed of properly pursuant to the terms of this Contract.

Section 110: Bulky Waste Collection

1. Bulky Waste shall be collected once every week with the second Garbage collection of the week for the same Units on a set schedule.
2. Bulky Waste refers to furniture, appliances, tires, and other items too large to be reasonably placed into a Cart as defined herein with a size limit of, not longer than five (5) feet, and stacked in piles not to exceed five (5) feet in height, five (5) feet in width and 10 feet in depth, or equivalent volume. Construction debris shall be limited to an amount that is equal to 25% of the allowable pile by volume.
3. The Contractor shall collect Bulky Waste from designated Units which have been placed to the curb for collection.
4. The Contractor and the County may by mutual agreement establish reasonable specifications regulating the size, quantity, configuration, and placement of Bulky Waste eligible for collection.
5. The Contractor shall use reasonable efforts to ensure that non Bulky Waste materials are not placed in the collection vehicle. The Contractor shall not collect Bulky Waste containing unsegregated Garbage, Yard Waste, hazardous substances or other ineligible material.
6. No more than two (2) tires shall be collected from any single Unit per collection.
7. Prior to disposal of any item containing refrigerant, the Contractor shall have had the refrigerant removed/properly recycled by a licensed company in business to do such work. Such proof may be required by a disposal facility, or the County.

The removal/properly recycling of refrigerant shall be at the sole cost of the Contractor.

8. The Contractor shall collect Bulky Waste which is placed for collections that are in accordance with this Contract. It shall be the Contractor's responsibility to give notice to the County staff if it believes Bulky Waste is not prepared and/or located per the Contract specifications. Should the Contractor fail to notify the County about a specific Unit(s) that it believes

does not meet the conditions of the first sentence of this paragraph than it shall be the Contractors responsibility to collect all such Bulky Waste from such Units(s) as if it was disposed of properly pursuant to the terms of this Contract.

9. If Bulky Waste is left uncollected, the Contractor will leave an explanation (red tag) to help the customer correct the problem and avoid it in the future. Should the Contractor fail to leave a red tag for the customer, it shall be the Contractors responsibility to collect all such wastes left behind as if it was disposed of properly pursuant to the terms of this Contract.

Section 112: Additional Carts

1. The residents of the Contract Area may request one or more additional Carts and/or Bins from the Contractor for an additional volume of collection.
2. The Contractor will be paid for extra Carts at the rate specified in Exhibit B.
3. All additional Carts and/or Bins must be approved by the County prior to being delivered.

Section 114: Place of Collection

1. The normal collection point for Garbage, Yard Waste, Recycling and Bulky Waste shall be at curbside or at the right of way. Special arrangements may be made by both the County and the Contractor on a case-by-case basis to accommodate extraordinary situations.
2. The County on a case-by-case basis may require alley collection. If alley collection is required, the County will work reasonably with the Contractor and the affected customer(s) to get all services to the alley to prevent collection from both the alley and the street.
3. The County shall monitor any collection routes or a portion of a route on a regular basis to determine if the Contractor is placing Carts/Bins back in their original locations in a neat and orderly manner after collection. Carts/Bins shall be carefully handled by the Contractor and shall be thoroughly emptied and left substantially near to the location where it was found and standing upright. This work shall be done in a sanitary manner and the Collector shall immediately pick up any waste spilled by the Contractor.
4. The Contractor shall provide special service(s) for those individuals who are unable to place their Carts/Bins out for collection in the usual manner due to being Handicapped/Special Needs at a place mutually agreeable between the County and the Contractor. Any dispute over the correct placement for individuals Handicapped/Special Needs will be finally determined by the

County. In the event that the Contractor is to provide back door service, the property owner must sign a waiver of liability and return it to the Contractor and the County.

5. If it would appear to a reasonable person that the Contractor is not placing Carts/Bins back substantially near their original locations in a neat and orderly manner, the Carts/Bins upright, and thoroughly emptied then the Contractor could face damages as stated in Section 560 Liquidated Damages.

Section 116: Collection from Additional Locations

The County may add additional collection points within the Collection Area at its sole option. This could include items such as County Cans, Bus Stops, Businesses, County Buildings, or any other locations as directed by the County.

Areas of the County that were not included in the awarded Collection Area's may be added to an awarded Collection Area at a later date.

Should services be required that are not called for in this Contract, the Contractor and the County may negotiate to provide said services at a negotiated service level and cost.

Section 120: Force Majeure Clean Up

1. The trigger event for this section shall be when the following items are all met:
 - a. The County enacts the Emergency Management Center and;
 - b. The Contractor is asked to provide services above and beyond the services normally provided for by this Contract.
2. In the event of a Force Majeure that requires clean up, the County must make all requests in writing. The Contractor shall have twenty-four (24) hours after receipt of written notice to start the clean-up project unless Contractor can demonstrate the timeline is unreasonable and shall finish such project within a reasonable time.
3. The Contractor will be paid at the rate(s) specified in Exhibit C of this Contract.
4. Under this provision, the County may alter the specifications of the Garbage, Recycling, Yard Waste, and Bulky Waste to fit the needs of the situation.
5. The County at its sole option may authorize the Contractor to temporarily discontinue one type of service to provide additional resources to other service types.

6. The Contractor shall document the resources used, time to collect, volume and/or weight, or other statistical data as requested for each assigned project as requested by the County.
7. To establish “normal volumes”, the County will average the previous three (3) months tonnages hauled for the specific commodities prior to the event. Then subtract that from the total Force Majeure Clean Up volumes for each month of the clean up. This will determine the additional volumes collected, and the monthly event tonnage that will be paid for the monthly amounts above the three prior month’s average.
8. Should the County decide to discontinue one type of service and replace it with another; the discontinued services average volumes for the previous three (3) months will be deducted from the Force Majeure volumes to accurately reflect the increased volumes due to the event.

Section 122: Eviction, Vacant Lot, Special Clean-up

1. The County may require the Contractor to collect from an eviction. If the materials are not in compliance with other provisions of this Contract the Contractor will be paid at the rate specified in Appendix D of this Contract.
2. The County may require the Contractor to collect from a vacant lot. If the Contractor collects waste from a vacant lot, the Contractor will be paid at the rate specified in Appendix D of this Contract.
3. The County may require the Contractor to collect waste from a property as a special clean-up. If the Contractor collects waste under this provision, the Contractor will be paid at the rate specified in Appendix D of this Contract.
4. All materials under this section will be placed to the curb for collection.
5. The County shall make all requests in writing under this section. The Contractor shall have twenty-four (24) hours from receiving the request to collect said materials.
6. The Contractor shall document the resources used, time to collect, volume and/or weight, or other statistical data as requested for each assigned project as requested by the County.

Section 124: County Clean-up Events

During the term hereof, Contractor shall provide the following Clean-up events at no additional charges:

1. Summer Neighborhood – In the Month of June, the Contractor shall provide unlimited collection of Garbage, Yard Waste, Recycling and Bulky Waste so long as the following is met:

- a. Garbage shall be placed in boxes, bags, cans or other means to properly secure it from blowing away prior to collection, and shall not exceed fifty (50) pounds in weight per box, bag, can, etc.
- b. Contractor shall collect Yard Waste which has been placed in piles, bundles, marked, identified, or open top cans or in a kraft paper bag not to exceed 32 gallons in capacity. The Contractor shall not collect Yard Waste cans, kraft bags or bundles that are in excess of fifty (50) pounds each.

The Contractor shall not collect Yard Waste that has been placed in plastic bags, exceeds a maximum length of (5) feet and/or has a diameter greater than 5 inches.

2. Winter Neighborhood – In the Month of January, excluding the first year of the Contract, the Contractor shall provide unlimited collection of Garbage, Yard Waste, Recycling and Bulky Waste so long as the following is met:

- a. Garbage shall be placed in boxes, bags, cans or other means to properly secure it from blowing away prior to collection, and shall not exceed fifty (50) pounds in weight per box, bag, can, etc.
- b. Contractor shall collect Yard Waste which has been placed in piles, bundles, marked, identified, or open top cans or in a kraft paper bag not to exceed 32 gallons in capacity. The Contractor shall not collect Yard Waste cans, kraft bags or bundles that are in excess of fifty (50) pounds each.

The Contractor shall not collect Yard Waste that has been placed in plastic bags, exceeds a maximum length of (5) feet and/or has a diameter greater than 5 inches.

3. Masters Event – In the full week preceding, during and after the Masters Golf Tournament, an unlimited amount of Garbage shall be collected so long as the following is met:

- a. Garbage shall be placed in boxes, bags, cans or other means to properly secure it from blowing away prior to collection, and shall not exceed fifty (50) pounds in weight per box, bag, can, etc.

Section 126: Time of Collection

The Contractor shall make collections between 6:00 a.m. and 6:00 p.m. Monday through Friday, and 6:00 a.m. to 12:00 p.m. on Saturday if a route is run on that day unless the County authorizes an extension of hours. Such authorizations must be in writing and be prior to any extended hours of operation.

An additional extension of hours will be granted on the Saturday following a holiday that is acknowledged in the Contract (Section 138). Those collection hours shall be 6:00 am to 6:00 p.m.

Section 128: Scheduling of Collection

1. For collection of Garbage, the Contractor shall divide the Collection Area into two reasonably equal collection sectors, with one sector to be collected each Monday and Thursday, and the other sector collected each Tuesday and Friday.
2. The two collection sectors shall be bounded by natural boundaries, such as bodies of water, major highways or arterials when at all possible. Any boundaries that are on secondary or residential roads shall be divided on the back of property lines to ensure both sides of the street are collected on the same day and route. Collections shall be made from Units on a regular schedule on the same day at approximately the same time.
3. Not less than thirty (30) days prior to the start date of this Contract, the Contractor shall supply the County with a map of the Collection Area showing the day(s) of the week for which Garbage, Yard Waste, Recycling and Bulky Waste shall be collected from each sector. Each sector shall be labeled with the day of collection. A second map shall be created for each sector that shall include route boundaries, route numbers, and the truck numbers that will normally collect the route for each commodity/service. Maps must be generated in a format acceptable to the County. Maps must be defined well enough, with enough detail, that County staff may electronically recreate said maps.
4. At least thirty (30) days prior to the start date, the Contractor will notify all Units by direct mail or door hanger, to the service address, of the collection day(s) services will be performed. Notifications shall be in a pre-approved format.

5. Should the Contractor wish to alter routes or days of collection, the Contractor shall provide the County at least twenty one (21) days' notice. Any customers affected by a day change must be notified at least seven (7) days prior to the change via direct mail or door hanger to the service address, and all changes will be made in the first full week of a month. The Contractor shall provide the County an electronic listing of the changes at least seven (7) days prior to the date of the change. The form of notice to the customer shall be subject to the approval of the County
6. The County shall have the opportunity to review and approve any and all routes, day of collection changes or any other changes effecting service and schedules. All requests to alter the current service or schedule shall be made in writing. After approval and before implementation, the County shall receive updated maps of the Collection Area indicating the changes in service and/or schedule at a level equal to those listed above.

Section 130: Work on County Property

The Contractor will ensure that its employees shall, whenever on the County's property, obey all instructions and directions issued by the County to include posted signs. The Contractor agrees that its personnel and the personnel of its subcontractors will comply with all rules, regulations and security procedures of the County when on County property.

Section 132: Disposal and Recycling Locations

1. The Contractor shall deliver all Garbage collected under this Contract to the County's Landfill located at 4330 Deans Bridge Road, Blythe, Georgia 30805, or such other locations as the County may designate, and shall deposit the material collected in the manner directed.
2. The Contractor shall deliver all Yard Waste collected under this Contract to the County's Landfill located at 4330 Deans Bridge Road, Blythe, Georgia 30805, or such other locations as the County may designate, and shall deposit the material collected in the manner directed.
3. The Contractor shall deliver all Recycling collected under this Contract to the County's Landfill located at 4330 Deans Bridge Road, Blythe, Georgia 30805, or such other locations as the County may designate, and shall deposit the material collected in the manner directed.
4. The Contractor shall deliver all Bulky Waste collected under this Contract to the County's Landfill located at 4330 Deans Bridge Road, Blythe, Georgia 30805, or such other locations as the County may designate, and shall deposit the material collected in the manner directed.

5. All items collected and required to go to the County's Landfill shall be delivered Monday through Friday by 5:00 p.m. and Saturday by 12:00 p.m.
6. No disposal fees shall be charged for disposal of Garbage, Yard Waste, Recycling or Bulky Waste. The County shall bear all cost(s) associated with disposal.
7. The County has the right from time to time to change the hours of operation at the County's Landfill.
8. The County has the right from time to time to change the disposal facility for any given commodity which may have different hours of operation than the current disposal facility.
9. Should the County elect to change the disposal facility/location, which causes a significant cost increase to the Contractor, the Contractor may petition the County for an equitable adjustment. If the change in the disposal facility/location causes a significant cost decrease to the Contractor, the County may petition the Contractor for an equitable adjustment.
10. The Contractor shall require that all personnel who exit any vehicle at the Landfill or other disposal facility must wear a "hard hat" at all times and high visibility clothing as set fourth in Section: 220.
11. Any time that materials are not disposed of at the Landfill located at 4330 Deans Bridge Road, Blythe, Georgia 30805, documentation of disposal will be required. Documentation needs will be set by the County but could include items such as yardage, tonnage, date, time, ticket number, copies of tickets, etc.

Section 134: Ownership of Materials Collected

Collected Garbage, Yard Waste, Recycling, and Bulky Waste shall be the property of the Contractor until the collected Garbage, Yard Waste, Recycling, and Bulky Waste is disposed of at the assigned disposal facility. Once materials are disposed of at the assigned disposal facility, the materials collected shall be the property of the County or owner of said disposal facility, subject to the right of a customer to claim lost property of value.

Section 136: Scavenging

No "scavenging" by the Contractor, Subcontractor(s) or any of their employees shall be allowed. Scavenging means sorting through Garbage, Yard Waste, Recycling, or Bulky Waste while collecting, looking for items of possible value or picking out individual pieces for reuse while loading or unloading. Scavenging excludes searches by the original owners for valuables accidentally misplaced or that may be lost.

Section 138: Holiday Schedule

The Contractor shall provide collection services on all legal holidays except New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas. Material regularly scheduled to be collected Thanksgiving Day shall be collected on Friday, the day after Thanksgiving. Friday's material shall be collected on Saturday. If Christmas, New Years Day, Memorial Day, Fourth of July, or Labor Day falls on a regularly scheduled workday, collections will be delayed one day and Friday's materials shall be collected on Saturday. Should a holiday fall on a Saturday or Sunday, no adjustments will be made. Waste will be collected on the regular schedule on the following week.

The Holiday Schedule may be amended from time to time, to meet the needs or wishes of the County.

Section 140: Service Disruptions Due to Weather

Service disruptions due to weather shall occur when one (1) or more of the following events have occurred.

1. The County closes for a weather related issue.
2. The County notifies the Contractor of the County's wish to have the Contractor suspend services for weather related issues.
3. The Contractor notifies the County of the Contractor's wishes to suspend services for weather related issues. The County shall reasonably evaluate the situation, and make a determination of such conditions.

When snow or ice or other weather conditions prevent collection on the scheduled day, the Contractor shall make collection on the next weekday. If such conditions continue for a second consecutive day or more, the Contractor shall, on the first day that regular service to a customer resumes, collect all the materials that the customer is authorized to have, i.e. if one collection day is missed and the customer is on 95 gallon service, the Contractor shall collect 190 gallons of material. On the day that collections resume, the Contractor shall take bags, boxes, and other secure wrappers, and shall empty temporary receptacles that customers have used when the collection Carts/Bins have been filled.

Section 142: Service Disruptions – Non Weather

A number of collection impediments may require special efforts to accomplish collection under this Contract.

1. On-Street Parking

Certain neighborhood streets allow “on-street parking” which may present impediments to curbside collection services. The Contractor shall perform collection services even if the curb is blocked.

2. Blocked Streets/Renovations/Construction

When closure of roadways providing access, blocked streets or other disruption beyond the Contractor’s control prevents timely collection on the scheduled day, the Contractor shall attempt collection later on that collection day. If collection is still not possible, the Contractor must notify the County prior to 4:30 p.m. on the day of service. The Contractor must provide to the County the reason collection was unachievable and the Unit(s) block range, street name, as well as the times that collections were attempted. If collection was not possible, the Contractor shall provide service on the next business day.

Section 144: Missed and Make-up Collections

1. Should the Contractor fail to make a collection on a scheduled day for causes within the Contractor’s control, the Contractor shall make a special make-up collection by the end of the same business day, if notification of the missed collection is received by noon that business day, if notification is received after noon, a make-up collection shall be scheduled for the following business day with collection of the miss to be completed by noon. For the purpose of Section 144, the “business day” includes Saturday.
2. Notwithstanding the foregoing, the County may require the Contractor to do the following:
 - a. Authorize the Contractor to defer the collection and authorize the customer to place a proportionally larger amount of waste on such customers next scheduled collection day, and to accommodate such disposal, the Contractor shall take bags, boxes, and other secure wrappers, and shall empty temporary receptacles that customers have used when the collection Carts and/or Bins have been filled.
3. It shall be a defense to a missed collection that the customer had not made timely placement of his or her waste out for collection; that placement did not comply with provisions of this Contract, or that materials collected did not comply with provisions within this Contract, provided that the Contractor shall have left an approved printed tag (red tag) on all material left because it was not properly prepared, it was overweight, or for other reasons. If Garbage, Yard Waste, Recycling or Bulky Waste is left uncollected, the Contractor will leave an explanation (red tag) to help the customer correct the

problem and avoid it in the future. Should the Contractor fail to leave a red tag for the customer, it shall be the Contractor's responsibility to collect all such wastes left behind as if it was disposed of properly pursuant to the terms of this Contract.

4. Should the customer have failed as outlined above, the County may require the Contractor to do the following, provided that the customer has resolved said issue:
 - a. Authorize the Contractor to collect and authorize the customer to place a proportionally larger amount of waste on such customer's next scheduled collection day, and to accommodate such disposal, the Contractor shall take bags, boxes, and other secure wrappers, and shall empty temporary receptacles that customers have used when the collection Carts and/or Bins have been filled. This provision shall exclude Yard Waste and Bulky Waste.
5. The Contractor, no later than 10:00 a.m. the next business day, must notify the County of any collections the Contractor has refused or been unable to make the previous day. It shall include the address, time of attempted collection, and reason for non-collection. This list shall be referred to as the Exception List "EL".
6. If the County transmits a "miss" complaint to the Contractor which is on the EL, and it is a miss which the Contractor should not collect due to the fact that the material is overweight or contains material that should not be collected and a red tag was properly left, the Contractor shall note on the miss that the address is on the EL and note the reason that it was not collected and return the miss complaint to the County within two (2) business hours of its receipt, and the miss shall not be collected.
7. All miss complaints transmitted to the Contractor on Friday must be collected by noon on Saturday. If it appears to the County that the Contractor is not collecting these misses by noon Saturday, the County has the option of contracting with another collection firm to collect these misses. The cost of this option will be deducted from the Contractor's payment.
8. This section applies to omitted collections of a single Unit, a row of Units and/or an entire route.
9. Failure to comply with the above stated provisions shall have Liquidated Damages as stipulated in Section 560.

Section 146: Contract Carts

1. The Contractor shall provide all Garbage carts for this Contract. A specific rental rate will be charged for each Cart used under this Contract for the current month. The cart rental rate will be the monthly rate as specified in Exhibit B of this Contract
2. At the end the initial Contract period, the Contractors Carts shall become the property of the County free and clear, with no further encumbrance due.
3. Should the County elect to replace the Contractors Carts with Carts provided by the County, at any point in the Contract, the Contractor shall promptly remove their Carts and replace them with the Carts provided by the County. Once Carts are received by the Contractor, no further rental rates may be charged for the Contractors Carts as defined above.
4. Should the County elect to replace the Contractors Carts, the Contractor will be paid a proration for the month in which the (County owned) Carts were received by the Contractor. The proration amount for each Cart received by the Contractor shall be calculated by taking the monthly Cart rental rate in Exhibit B and dividing it by thirty one (31) days, then multiplying that number by the number of days from the first of the month until the date the County Carts were received by the Contractor multiplied by the number of Carts received. Prorations and implementation amounts will be paid as follows:
 - a. 0-100 Cart(s) received, the Contractor shall be paid the proration amount.
 - b. 101-200 Carts received, the Contractor shall be paid the proration plus seven (7) days from the date of receipt.
 - c. 201-300 Carts received, the Contractor shall be paid the proration plus fourteen (14) days from the date of receipt.
 - d. 301-400 Carts received, the Contractor shall be paid the proration plus twenty one (21) days from the date of receipt.
 - e. In excess of 400 Carts received, the Contractor shall be paid the proration plus thirty (30) days from the date of receipt.

Example: See Attached Example Below

Section 148: Supplying Garbage Carts

1. The Contractor will supply the Customers with Carts for distribution to the Customer. Carts will be a water-tight plastic container that is provided by the Contractor, that shall not be less than 95 gallons in capacity, fitted with a

sturdy handle, roll able and a tight fitting lid, for the purpose of collecting Garbage.

2. Carts for new customers shall be delivered within two (2) days of notification from either the customer or the County. Carts will be delivered in a clean, sanitary, working condition.
3. The Carts shall be provided with instructions of proper use, including any customer actions that would void manufacturer's warranties, such as placement of hot ashes in the Cart causing the Cart to melt, and procedures to follow to minimize potential fire problems. A pamphlet explaining the dos and don'ts, program requirements, directions for placement of the Cart, and notification of the day of the week when the customer will receive collection will be provided with each Cart.
4. The pamphlet containing the dos and don'ts, program information and the directions for placement shall be supplied by the County.
5. No other cans or Carts may be placed into service unless approved by the County or as otherwise noted in the Contract.
6. Should a customer require a replacement Cart due to loss, stolen or damage, the Contractor has two (2) days to replace the Cart with a Cart in clean, sanitary, working condition. A list of lost or damaged Carts will be provided to the County with the Monthly Report, to include address so the County may bill the appropriate party. The Contractor is responsible for all repairs to Carts. Only factory or approved parts may be used to repair said Carts. Any damaged Carts, which are owned by the County, that can not be repaired by the Contractor shall be returned to the County so they may follow the warranty process.
7. If a customer discontinues service, the Contractor has two (2) days to collect the Cart.
8. All Carts physically returned to the County shall be clean, sanitary, and in working condition, unless being returned for damages beyond repair, then the Cart must be returned clean and sanitary.

Section 150: Supplying Recycling Bins

1. The County will supply the Contractor with Bins for distribution to the Customer. A bin is a water-tight plastic container that is provided by the County, that shall not be less than 65 gallons in capacity, fitted with a sturdy handle, roll able and a tight fitting lid, for the purpose of collecting Recycling.

2. Bins for new customers shall be delivered within two (2) days of notification from either the customer or the County. Bins will be delivered in a clean and sanitary condition.
3. The Bins shall be provided with instructions of proper use, including any customer actions that would void manufacturer's warranties, such as placement of hot ashes in the Bin causing the Bin to melt, and procedures to follow to minimize potential fire problems. A pamphlet explaining the dos and don'ts, program requirements, directions for placement of the Bin, and notification of the day of the week when the customer will receive collection will be provided with each Bin.
4. The pamphlet containing the dos and don'ts, program requirements and the directions for placement shall be supplied by the County.
5. No other cans or Bins may be placed into service unless approved by the County or as otherwise noted in the Contract.
6. Should a customer require a replacement Bin due to loss, stolen or damage, the Contractor has two (2) days to replace the Bin with a Bin in clean, sanitary, working condition. A list of lost or damaged Bins will be provided to the County with the Monthly Report, to include address, so the County may bill the appropriate party. The Contractor is responsible for all repairs to Bins. Only factory or approved parts may be used to repair said Bins. Any damaged Bins that can not be repaired by the Contractor shall be returned to the County so they may follow the warranty process.
7. If a customer discontinues service, the Contractor has two (2) days to collect the Bin.
8. All Bins returned to the County shall be clean, sanitary, and in working condition, unless being returned for damages beyond repair, then the Bin must be returned clean and sanitary.

Section 152: Cart/Bin Storage

The Contractor shall provide storage space for carts and bins. The Contractor shall provide enough space to store the equivalent of two and a half percent (2.5%) of the total number of units serviced for the Collection Area for each type of Cart and Bin offered or cumulative total thereof.

Example

Contract Area has 5,000 units, then the Contractor shall store up to 125 garbage Carts and 125 recycling Bins = 250 total carts/Bins stored.

Section 154: Minimum Cart/Bin Percentage

The Contractor shall keep a minimum inventory of one half of one percent (½%) of each size Cart and Bin used under with this Contract.

Section 156: Cart/Bin Replacement Cost

The County shall have the right to charge the Contractor for the cost of repair or replacement of Carts and/or Bins which are owned by the County, if such repair or replacement is required as a result of abuse or damage caused by the Contractor. The County shall have additional rights to charge the Contractor for the cost of replacement Carts and/or Bins, if such replacement is required as a result of fire or theft caused by the Contractor, or on/from Contractors property .

A list of lost, damaged, destroyed, or stolen Carts/Bins will be provided to the County with the Monthly Report so the County may bill the appropriate party. The Contractor is responsible for all repairs to Carts/Bins. Any damaged Bins that can not be repaired by the Contractor shall be returned to the County.

Section 158: Delinquent and Closed Accounts

The Contractor shall discontinue any and/or all collection services at any Unit(s) as set forth in a written notice sent by the County. Upon further written notification by the County, the Contractor shall resume any and/or all collections on the next regularly scheduled collection day.

Section 160: Meetings and Communication

In order to minimize problems during implementation of the Contract, to provide a forum for discussing and resolving any operational questions or issues that may arise, and for updating the Operations Plan the parties agree to meet on a regular basis as follows:

1. The period from the date the Contract is awarded until six months after the actual collection services begin (or such earlier date as may be mutually agreed to by the parties) shall be referred to as the "Implementation Phase". During the implementation phase, meetings shall be held between representatives of the parties on a weekly basis, or on such more or less frequent basis as may be mutually agreed. The primary purpose of such meetings shall be to develop and/or refine the Operations Plan, to evaluate the Contractor's performance in implementing the Contract, to evaluate Cart and Bin delivery progress or problems, to air and seek resolution of complaints, to discuss any actual or perceived problems with service, and to discuss promotion, public information and public relations.

2. After the Implementation Phase, meetings shall be held at least on a quarterly basis, unless otherwise mutually agreed to, between representatives of the parties. Such meetings shall be held for the purpose of reviewing and discussing day to day operations, promotion, public information, and public relations.
3. Meetings shall be held at the offices of the County unless otherwise agreed. Each party shall be available for at least 90 minutes per meeting, unless otherwise agreed in advance. Meetings shall be held during normal business hours.

Section 162: Program Information During Contract Start-Up

All items listed below may be generated by the County. Prior to the start date of the Contract, the Contractor shall deliver to all Units receiving services, the materials created by the County to address issues such as the following. This list may not be all inclusive.

1. Materials to be collected and how such materials are to be prepared.
2. Date that the customer shall begin using the new Cart/Bin that was delivered.
3. Cart and material placement information.
4. Contractor's telephone number that customers should call for additional information or for questions.
5. Telephone number of the County department that customers can call for additional information or for questions.

The Contractor shall be responsible for informing the Customer of the Collections schedule for each Unit serviced prior to the start date. The format of said information shall be printed, and delivered to each service address via door hanger or other approved format. The Contractor shall have approval from the County prior to any distribution of these materials.

The above information may further be required to be attached to any new Cart/Bin delivered or anytime that a Cart/Bin is delivered to a customer.

The County shall approve all customer information materials, promotions, and educational activities and materials developed by the Contractor in advance of their production, implementation, or distribution. All public information materials will conform to the County's guidelines and include the County's identity.

Section 164: Program Information

The Contractor shall deliver informational packets and/or door hangers to each service address up to two (2) times per year at the discretion of the County. The literature for said information will be generated by the County.

C. Manner of Collection

Section 200: Contractor's Responsibilities

The Contractor shall be responsible for furnishing all labor, materials, equipment, and supervision necessary to perform the collection, processing, and other items described in this Contract.

Section 210: Employee Conduct

1. The Contractor is responsible for providing supervision necessary to ensure that collection employees are courteous, exercise due care, do their work without delay, minimize noise, avoid damage to private property, close and relock all gates and doors that they open, and if on private property, follow the regular pedestrian walkways and paths, and not cross flower beds, lawns or through hedges. While collecting, employees shall wear or carry identification supplied by the Contractor. The identification shall be subject to approval of the County.
2. When the County identifies unsatisfactory conduct by an employee and the County notifies the Contractor of such conduct, the Contractor shall take remedial action. The remedial action shall be appropriate to the level of unsatisfactory conduct, provided that if the County requests of the Contractor that an employee be suspended from further work on the Contract for unsatisfactory conduct, the Contractor will permanently remove the employee from further work on the Contract.
3. The Contractor will notify the County of remedial action taken in its monthly reports.
4. The County will cooperate with the Contractor by supplying to the Contractor the names and contact information, when known, of the complainant as well as known witnesses.
5. Through the process identified above, the County will have the sole right to require the removal and replacement of such employee(s) by the Contractor and/or subcontractors. The County shall exercise such right by providing written notice to the Contractor via U.S. Mail, fax or email. Such notice will include the County's reason for the request.
6. The Contractor will replace any personnel who separate from Contractors employment with equivalently qualified persons. The Contractor will replace such personnel as soon as reasonably possible, and in any event within thirty (30) days after the Contractor receives notice that an employee will be leaving.

7. The term “personnel” shall include all staff provided by the Contractor or its subcontractors who have worked or perform services under this Contract.

Section 220: Employee Uniforms

1. Employees who perform collections or who supervise collection activities shall wear a uniform. Uniforms shall be of similar type and color for collections employees. Supervisors shall have some differing uniform characteristic to identify such authority (such as a different color shirt or notation on their name badge).
2. The uniform shirt shall be worn buttoned up within one button of the top button and tucked into the pants/shorts. The shirts must be kept in a clean professional manner. Shirts must remain free from rips, holes and stains. T-Shirts are allowed, so long as they meet all other Contract provisions. Tank tops and sleeveless shirts are not allowed.
3. The uniform must comply with a minimum standard of the American National Standards Institute “ANSI” class II requirements for visibility. Should the Contractor elect a uniform that does not meet this criteria, then a high visibility alternative (such as a vest) meeting the minimum standard of ANSI class II shall be worn at all times while collecting and disposing of materials under this Contract.
4. The uniform pants/shorts shall be worn above the hips and should have a length not less than one (1) inch above the knees. Pants/shorts must be kept in a clean professional manner. Pants/Shorts must remain free from rips, holes and stains. All pants/shorts must be hemmed and have a finished look.
5. The uniform outerwear must comply with a minimum standard of ANSI class II requirements for visibility. Should the Contractor elect outerwear that does not meet this criteria, then a high visibility alternative (such as a vest) meeting the minimum standard of ANSI class II shall be worn at all times while collecting and disposing of materials under this Contract.
6. All uniform shirts and outerwear shall have the company name placed in a conspicuous place. In addition, supervisors shall have the word “supervisor” placed in a conspicuous place.

Section 230: Spillage

1. The Contractor shall pick up any material scattered or spilled during collection by the Contractor and clean up the area affected within three (3) hours of notification of the incident. Each truck shall carry equipment (such as a broom, shovel spill kit, etc) for this purpose.

2. The Contractor shall immediately, or within one (1) hour of notification, commence clean up of any paint, hydraulic, transmission, or other oil spill, or commence clean up of any spillage which creates a hazardous condition (such as spillage involving glass). For any hazardous spill, the Contractor must notify the County immediately.
3. Failure to comply with these requirements is subject to Section 560 Liquidated Damages.

Section 240: Damage Claims

1. The Contractor shall be responsible for any damages to real property, personal property and personal injury to the extent caused by negligent or willful acts or omissions and is caused in whole or in part by the Contractor, its employees, agents, or subcontractors in performing work under this Contract.
2. The Contractor shall notify the County immediately of any damages and/or damage claims as set forth in the section above, and shall indemnify and hold harmless the County for same. Written notice of any damages and/or damage claims shall be provided to the County within two (2) days, and shall include the name, address, telephone number, description of incident, witness information and the description of the remedy. The Contractor shall actively work to resolve the claim timely, timely shall mean within ten (10) working days after the Contractor has received notice of damages. Claims shall be resolved within thirty (30) days. For extenuating circumstances, upon written request from the Contractor, the County at its sole option may extend the above mentioned time period. If the damage claim is deemed as Contractor's responsibility by law enforcement, their designee, or independent individual/organization trained to investigate such items and is not resolved within the applicable period, the County may take any action it deems necessary to make the injured party whole and deduct the same from amounts due the Contractor.

Section 250: Customer Grievances

The Contractor will designate a representative to adjudicate customer grievances. At the County's request, the representative will join the County in meeting with an aggrieved customer within 24 hours of notification to resolve a complaint about spillage, a refusal to serve or a missed pick-up and/or other deficiency in service or a need for handicapped/special service or other specific Contract provisions.

D. Reporting/Information Requirements

Section 300: Report/Information Specifications

Throughout the life of this Contract a series of reports and information will be required by the Contractor. These reports and information are called for throughout the Contract. The County reserves the right to dictate format, style and to the extent possible, standardization of all reports and information required under this Contract. The County may require reports in hard copy and/or electronic copy for any and all reports. Listed below is a guide to some of the reports/information included in this Contract. This list may not be inclusive of the reports or information required by the Contractor under this Contract. The County further reserves the right to alter the reporting requirements from time to time.

1. Spare vehicle utilization – (Section 62)
2. Asset Inventory List (Section 85)
3. Handicapped/Special Needs – as needed (Section 114)
4. Force Majeure Clean-Up – as needed (Section 120)
5. Eviction, Vacant Lot, Special Clean-Up – as needed (Section 122)
6. Disposal and Recycling – as needed (Section 132)
7. Service Disruption – as needed (Section 142)
8. Red tag, not out, etc. – daily (Section 144)
9. Lost and/or Damaged Carts (Section 148 and 150)
10. Employee remedial action – (Section 210)
11. Damage Claims – (Section 240)
12. Service increase/decrease – (Section 410)
13. CPI increase – (Section 430)
14. Equal Employment – (Section 600 and 610)
15. DBE – (Section 630)
16. Emergency Plan – (Section 700)

E. Compensation

Section 400: Payment for Collection Services

1. The County shall pay the Contractor monthly for all collection services under this Contract. Payment shall be based on the number of Units collected that are receiving Garbage service in the Contract Area.
2. A Unit will be "billable" in the current month if the Unit starts services on the 1st through the 14th day of the month. The Unit will be "billable" the following month if the Unit starts services on the 15th through the 31st day of the month.
3. Should a Unit sit vacant/idle, and no service rendered for a full month, then that Unit shall not be "billable" and should be removed from the Contractors monthly invoice and service list.
4. The County shall deduct any assessments due from the payment owed to the Contractor.
5. The County shall add additional moneys owed for additional services provided for under this Contract.

Section 410: Payment Procedure

1. The Contractor shall generate and submit a service listing of all current customers, including service address and Cart/Bin numbers, which meets the definition(s) provided by the Solid Waste Department, which is at least 99% accurate by November 1, 2005.
2. The Contractor shall maintain its service listing with at least 99% accuracy, listing any service increases or decreases meeting the above stated requirements for the month of December, 2005.
3. The Contractor shall submit a monthly invoice to the County within five (5) business days from the end of the month. The invoice shall be for services performed in the previous month at a Unit Price for that period of the Contract as outlined in Exhibits B, C, and D, as well as Section 400 and other provisions in this Contract.
4. The Contractor shall submit a monthly list of all service increases or decreases to the number of Units as defined by this Contract along with the above stated invoice. The Contractor is required to supply the date the Unit went into service, the address of the Unit, and any Cart/Bin numbers. The net difference will either be added to or subtracted from the prior months final Unit count.

5. The County shall pay the Contractor within thirty (30) days of receipt of an undisputed invoice.
6. Payment requests shall be accompanied by:
 - b. Data supporting the payment request to include a Unit list with name, service address and Cart/Bin number(s) as necessary to substantiate the Contractors right to remittance of the amounts invoiced.
 - c. Certification from the Contractor that it has fully and properly performed all items of the work covered by the payment request, that all insurance and bonds required are in full force and in effect, and all subcontractors and suppliers have been paid from previous requests, and that the Contractor is not in default of any provision of the Contract.
 - d. Certification from the Contractor that it has fully and properly met all obligations under the reporting requirements sections of the Contract, and has done so fully and honestly.
 - e. Payment for services will not be paid until the above mentioned items have been received.
7. Should the County dispute any portion of the invoice, it shall within thirty (30) days of receipt of the invoice, provide the Contractor with a detailed itemized list of such objections.

Section 420: Contract Unit Price

See Exhibit B.

Section 430: Adjustments

1. CPI Adjustment
 - a. The Contractor shall be entitled to one hundred percent (100%) of the actual percentage change in the CPI (as hereinafter defined).
 - b. The "CPI". Means the Consumer Price Index for All Urban Consumers ("CPI-U"), Atlanta, Georgia – Atlanta, Georgia, All Items, 1982-1984 equals 100, published by the United States Department of Labor, Bureau of Labor Statistics ("BLS"), or its successor. If BLS designates an index with a new title or code number or table number as being the continuation of the index cited above, the new index will be used, or if no new index is designated, the most nearly compatible index shall be used.

2. General conditions for adjustments.

- a. The CPI Index percentage change will be determined from January 1st to December 31st of the previous year, with an implementation of the increase on June 1st, and every June 1st thereafter with the first increase starting in June of 2007.
- b. The Contractor must notify the County in writing by March 31st of each year beginning March of 2007, of the amount and percentage of any rate adjustment allowed under this section. If timely notice is not received by the County, no increase will be allowed for that year.
- c. In any event, the adjustment will be limited to a maximum increase or decrease of four percent (4%) annually.

Section 440: Wage Increases for Employees

All wage increases for collectors or any other employees of the Contractor granted during the term of this Contract shall be the sole responsibility of the Contractor. Any benefits or added costs resulting from changes in technology, laws and regulations, labor practices, availability of equipment, and other foreseeable business risks that may affect the performance of this Contract shall be the Contractor's advantage or expense respectively, except noted herein.

Section 450: Withholding and Payment of Tax Liens and Judgments

The County may withhold and pay to the United States of America or to any federal court, or the State of Georgia or any state court, the amount claimed in a levy filed by the United States Internal Revenue Service or the Georgia State Department of Revenue, respectively, the amount directed by a writ of garnishment, writ of attachment, or writ of execution or by an order of a Bankruptcy Court, and/or by any court order, each for monies claimed from the Contractor. When presenting such an order, the County may in its discretion institute interpleading proceedings. The County may make a payment in conjunction with the interpleaded action to the appropriate court. Payments so made or deposited into the registry of the court shall be satisfaction of payment due to the Contractor.

F. Security, Liability, Damages

Section 500: Payment Bond

1. The Contractor shall furnish the County a bond with a corporate surety acceptable to the County in the amount equal to twenty five (25%) of the annual Contract amount. The bond shall be valid and non-cancelable for a period not less than one (1) year and the Contractor shall provide a new bond, or evidence satisfactory to the County of the renew ability of the current bond at least forty five (45) calendar days before it expires.
2. The initial payment bond must be in place fifteen (15) days prior to the Start Date of the Contract.
3. The bond shall be for the use and benefit of the County, with a surety company authorized to do business in the State of Georgia and acceptable to the County. Said bond shall be conditioned that should such Contractor faithfully pay all laborers, mechanics, subcontractors, material men, and all persons who shall supply such Contractor or subcontractors with provisions and supplies for the performance of this Contract, said bond shall be null and void and shall be further conditioned that any person(s) performing such work or services, said bond shall contain appropriate recitations that it is issued pursuant to this Contract.

Section 510: Performance Bond

1. The Contractor shall furnish the County a bond with a corporate surety acceptable to the County in the amount equal one hundred percent (100%) of the annual Contract amount. The bond shall be valid and non-cancelable for a period not less than one (1) year and the Contractor shall provide a new bond, or evidence satisfactory to the County of the renew ability of the current bond at least forty five (45) calendar days before it expires.
2. The initial payment bond must be in place fifteen (15) days prior to the Start Date of the Contract.
3. The bond shall be for the use and benefit of the County, with a surety company authorized to do business in the State of Georgia and acceptable to the County. Said bond shall be conditioned that should such Contractor faithfully perform each and every term, condition, and provision of this Contract, said bond shall be null and void and shall be further conditioned that any person(s) performing such work or services, said bond shall contain appropriate recitations that it is issued pursuant to this Contract.

Section 520: Default of Contractor

1. This section is independent, notwithstanding any other provisions of this Contract. The Contractor may be held in default of the Contract in the event the Contractor:
 - a. Fails to perform ninety percent (90%) of the collections required by this Contract and appears, to the County, to have abandoned the work, or to be unable to resume collections within forty-eight (48) hours.
 - b. Has failed on any occasion of two (2) consecutive working days, in any year, or ten (10) days in a calendar year to perform the collections required by the Contract; except as provided in Section 140.
 - c. Fails to comply with the terms of Section 600 through 640 upon written notice by County with 15 days to cure. Said cure period will only apply to the first offense of similar offenses.
 - d. Fails to furnish and maintain a Performance and/or Payment Bond per Section 500 and 510.
 - e. Fails to furnish and maintain the Insurance requirements per Section 540.
 - f. Fails to be granted and/or receive prior written approval of a change of control or other provision as defined in Section 875.
 - g. Repeatedly neglects, fails, or refuses to comply with any of the terms of the Contract, after having received notice of its obligation to do so.
2. To initiate proceedings under this Section, the County shall give notice to the Contractor and its surety. Within 7 days, Contractor may demand a at which the Contractor may show cause why it should not be declared in default or why it should be given the opportunity to cure said default. In the event the Contractor fails to show, to the reasonable satisfaction of the County, why the Contractor should not be declared to be in default of this Contract, the County may make a declaration of default. In evaluating whether to make such a declaration of default, the County shall, in its discretion, consider the severity of the alleged violations, and the overall performance of the Contractor under the Contract.
3. In declaring the Contractor to have defaulted on the Contract, the County also may order the Contractor to discontinue further performance of work under the Contract and transfer the obligation to perform such work from the Contractor to the surety on the Contractor's performance bond and take any other action it deems advisable.

4. Under receipt of a notice that the work has been transferred to the surety without termination of the Contract, the surety shall take possession of all materials and equipment described in the most recent inventory submitted to the County pursuant to Section 85 hereof, for the purpose of completing the work under the Contract, employ, by the Contract or otherwise, any person and/or all persons needed to perform the work; and provide materials and equipment required therefore. Such employment shall not relieve the surety of its obligations under the Contract of bond. If there is a transfer to the surety, payments shall be made to the surety or its agent for all work performed under the Contract subsequent to such transfer, in amounts equal to those that would have been made to the Contractor had it performed in the manner and to the extent of the surety's performance, and the Contractor shall have no claim upon the same.
5. In the event the surety on the Contractor's performance bond fails to assume or continue performance within two (2) days after its receipt of notice that the work has been transferred to such surety, the Contractor shall be deemed to have leased, subleased, or otherwise license the County to use all, or whatever portion is desired by the County, of the materials and equipment described on the most recent inventory submitted to the County pursuant to Section 85 hereof, for collection (and processing) purposes for a period of up to one (1) year following the date of the declaration of default by the County without requiring the County to execute any other document whatsoever to accomplish such lease, sublease, or license and without requiring the County to post any bond, pledge, deposit or other security for such equipment and materials, but upon the condition that the County pay for the equipment and materials actually used for such collection a market rental that is no greater than (i) the monthly lease, in the event such property is leased by the Contractor, (ii) the periodic installment, in the event such property is being acquired under a purchase Contract, (iii) the periodic financing interest and principal, in the event such property is being acquired under a purchase Contract, or (iv) the financing arrangement; provided, that under no circumstances shall the County be liable during its use of such property for any arrearages, balloon payment, accrued interest, accelerated charges in the event of a default, or other extraordinary payment; nor shall the satisfaction thereof be a condition of the County's interim use of such property; provided, further, that such lease, sub-lease, or license shall be suspended the date the surety on the Contractor's bond or its agent accepts the transfer of work under the Contract.
6. In the event the County secures the performance of work under the Contract at a lesser cost than would have been payable to the Contractor had the Contractor performed the same, then the County shall retain such difference; but in the event such cost to the County is greater, the Contractor and its surety shall be liable for and pay the amount of such excess to the County.

7. All payments due the Contractor at the time of default, less amounts due the County from the Contractor, shall be applied by the County against damages suffered and expense incurred by the County to reason of such default, any excess shall be paid to the Contractor unless otherwise provided herein.
8. Notwithstanding the provisions of this Section, a delay or interruption in the performance of all or any part of the Contract resulting from causes beyond the Contractor's control, as defined in section 880, shall not be deemed to be a default and the rights and remedies of the County provided for herein shall be inapplicable; provided that all labor disputes as defined in section 880 hereof shall not be considered a cause beyond the Contractor's control as defined in section 880.

Section 530: Commitment of Equipment

1. Unless a replacement or substitute is provided, all vehicles, facilities, equipment and property identified in the Contractor's inventory under Section 85 for use in the performance of this Contract (called "such property") shall be available for use in collecting Garbage, Yard Waste, Recycling, and Bulky Waste. When provided, this Section applies to the replacement and substitute.
2. For the duration of this Contract, any document (including a lease to or by the Contractor, financing Contract, acquisition over time, mortgage, or other instrument establishing a security interest) that encumbers or limits the Contractor's interest in such property shall:
 - a. Allow the surety on the Contractor's performance bond to take over the Contractor's obligations and to continue the use of the equipment in service for performance of the Contract;
 - b. Allow the County to take over the Contractor's obligations and to continue the use of the equipment in service for performance of the Contract;
 - c. Exempt the County from liability during its usage of such property for arrearages, balloon payments, accrued interest, accelerated charges on account of a default, or other extraordinary payments, and not make satisfaction thereof a condition of the County's interim usage; and
 - d. Forbare any foreclosure, trustee's sale or other dispossession of the Contractor's interest in such property without giving both the County and surety on the Contractor's performance bond sixty (60) days prior notice, and then make any termination of the Contractor's interest in such property pursuant to such action or the enforcement thereof subject to the requirement of Subsections 1, 2, and 3 of this section.

3. To assure compliance with this Section, the Contractor shall submit to the County for review and approval or disapproval prior to execution all contracts, leases, or other documents for acquisition of, or encumbering or limiting the Contractor's interest in, such property or for replacements thereof and any proposed agreement that would encumber or transfer any interest of the Contractor in such property before the Contractor's execution of such agreement. The County's approval shall not be unreasonably withheld.

Section 540: Insurance

1. Contractor shall at all times during the term of this Contract, obtain and maintain continuously, at its own expense, and file with the County evidence of a policy or policies of insurance as enumerated below, which name the County as an additional insured:
2. A policy of Commercial General Liability Insurance, written on an insurance industry standard occurrence form, including the following coverage's:
 - a. Premises/Operations Liability
 - b. Products/Completed Operations Liability
 - c. Personal/Advertising Injury
 - d. Contractual Liability
 - e. Independent Contractors Liability
 - f. Stop Gap/Employers Contingent Liability
 - g. Explosion, Collapse, or Underground (XCU)
 - h. Fire Damage
3. Such Policy(ies) must provide the following minimum limits:
 - a. Bodily Injury and Property Damage
 - b. \$2,000,000 General Aggregate
 - c. \$2,000,000 Products & Complete Operations Aggregate
 - d. \$1,000,000 Personal & Advertising Injury
 - e. \$250,000 Fire Damage

4. Stop Gap Employers Liability:
 - a. \$1,000,000 Each Accident
 - b. \$1,000,000 Disease – Policy Limit
 - c. \$1,000,000 Disease – Each Employee
5. A policy of Business Automobile Liability including coverage for owned, non-owned, leased or hired vehicles written on an insurance industry standard form or equivalent.

Such policy(ies) must provide the following minimum limit:

- a. Bodily Injury and Property Damage
 - b. \$1,000,000 Per Person
 - c. \$2,000,000 Per Occurrence
6. A policy of Workers Compensation Insurance. With respects to Workers Compensation insurance in the State of Georgia, the Contractor shall secure its liability for industrial injury to its employees in accordance with the provisions of § 34-9-1 et seq, Official Code of Georgia Annotated.

Such policy must provide the following minimum limits:

- a. Statutory coverage for injuries and occupational disease.
 - b. \$1,000,000 Employer's Liability.
7. Any deductible or self-insured retention must be disclosed and is subject to approval by the County. The cost of any claim payments falling within the deductible shall be the responsibility of the Contractor.
 8. If any such policy is written on a "Claims Made" form, the retroactive date shall be prior to or coincident with the Start Date of this Contract. The policy shall state the coverage is "Claims Made", and state the retroactive date. Claims made from coverage shall be maintained by Contractor for a minimum of two years following the expiration or earlier termination of this Contract, and Contractor shall annually provide the County with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the County to assure financial responsibility for liability for services performed.

a. Additional Insured and Primary Insurance Provisions:

Such insurance, as provided under items (1), and (2) above, shall be endorsed to include the County, its officers, elected officials, employees, agents, and volunteers as additional insured, and shall not be reduced or canceled without forty-five (45) days prior written notice to the County. In addition, Contractor's insurance shall be primary and any other insurance maintained by the County shall be excess and not contributing insurance with the Contractors insurance.

b. Evidence of Insurance: The following documents must be provided as evidence of insurance coverage:

- i. A copy of the policies declarations pages, showing the insuring company, policy effective dates, limits of liability and the schedule of forms and endorsements.
- ii. A copy of the endorsement naming the County as an additional insured showing the policy number and signed by an authorized representative of the insurance company for business auto liability and for the commercial general liability policy a form CG 2010 (ISO) or equivalent.
- iii. A copy of the "Endorsement Form List" to the policy or policies showing endorsements issued on the policy, and including any company-specific or manuscript endorsements.
- iv. A copy of an endorsement stating that the coverage's provided by this policy to the County or any other named insured shall not be terminated, reduced or otherwise materially changed without providing at least forty-five (45) days prior written notice to the County.
- v. A copy of a "Separation of Insured" or "Severability of Interest" clause indication essentially that – except with respect to the limits of insurance and any rights or duties specifically assigned to the first named insured and separately to each insured against whom claim is made or suit is brought (Commercial General Liability and Business Automobile Liability Insurance).

c. Policy Rating: All policies shall be subject to approval by the County as to company (must be rated A-:VII or higher in the A.M. Best's Key Rating Guide and licensed to do business in the State of Georgia or issued as a surplus line by a Georgia Surplus lines broker), form and coverage, and primary to all other insurance

- d. Self Insurance: Should Contractor be self insured, under item (1), (2) and (3) above, a letter from a Corporate Officer stipulating if actuarially funds and fund limits; plus any excess declaration pages to meet the Contract requirements. Further, this letter should advise how Contractor would protect and defend the County as an Additional Insured in their Self-Insured layer, and include claims handling directions in the event of a claim.
 - e. Subcontractors: Contractor shall include all subcontractors as insured under its policies or shall furnish separate evidence of insurance as stated above for each subcontractor. All coverage's for subcontractors shall be subject to all the requirements stated herein and applicable to their profession.
9. Failure of the Contractor to furnish and maintain said Insurance requirements shall be considered a material default of this Contract.

Section 550: Indemnity

The Contractor(s) shall defend, indemnify and save harmless the County and the County's officers, employees and agents from any and every claim and risk, and from all losses, damages, demands, suits, judgments and attorney fees, and other expenses of any kind (collectively "losses") arising out of this Contract or the performance thereof; including but not limited to any personal injury, or death of any and all persons (including but not limited to the Contractor, its agents, employees, subcontractors and their successors and assignees, as well as the County or the County's agents and all third parties); and including any property damage of any kind, whether tangible or intangible, including loss of use resulting there from, in connection with or related to the negligent or willful act(s) or omissions of the Contractor or its subcontractor which were caused in whole or in part by the Contractor or its subcontractor while performing work under this Contract, or in connection with or related to (in whole or in part by reason of) the presence of the Contractor or its subcontractors or their property, employees or agents, upon or in proximity to the property of the County or any other property (upon which the Contractor is performing any work called for), except only those losses resulting solely from the negligence of the County.

Section 560: Liquidated Damages – Reasonable pre-estimate of Owners Damages

1. Augusta is committed to delivering quality solid waste disposal services to its citizens and maintaining clean streets and public areas. This Section establishes damages for failure to meet performance standards hereinafter set forth. This Section is independent of Section 511 – Default of Contractor. The County and Contractor expressly agree that the potential harm or injury to the County caused by the following incidents of substandard performance are difficult or impossible to accurately estimate. The County and Contractor stipulate that the following damages are a reasonable pre-estimate of the

probable loss to the County and the public. The parties agree that these provisions for liquidated damages are not intended to operate as penalties for breach of Contract.

2. This Section is independent of Section 520 - Default of Contractor. The amounts agreed to herein for each act or omission are Liquidated Damages. Liquidated Damages may be set-off and deducted from the monthly payment to the Contractor.
3. This section will be effective on and after February 1, 2006.
 - a. Performance
Standard
(Omission): Not placing Carts/Bins back in their original locations in a neat and orderly manner, Carts/Bins upright, and thoroughly emptied. (Section 114)

Damage: \$25 per incident
 - b. Performance
Standard
(Omission): Commencement or completion of collections outside of contract specifications except as expressly permitted herein. (Section 126)

Damage: \$100 per incident (each truck is a separate incident plus starting early and ending late will be considered two events)
 - c. Performance
Standard
(Omission): Failure to collect spillage. (Section 230)

Damage: \$100 per incident per day (each Unit represents a separate incident)
 - d. Performance
Standard
(Omission): Failure to collect missed Garbage, Yard Waste, Recycling or Bulky Waste pursuant to this Contract. (Section 144)

Damage: \$25 per incident to a maximum of \$500 per truck per day for each type of collection (Garbage, Yard Waste, etc.)

- e. Performance
Standard
(Omission): Failure to deliver or replace Carts/Bins as specified in the Contract. (Sections 148 and 150.)

Damage: \$25 per Carts/Bins per day.
- f. Performance
Standard
(Omission): Failure to start the Contract on the Start Date.

Damage: \$5,000 per day.
- g. Performance
Standard
(Omission): Mixing of Contract waste with non-contract waste. (Section 60)

Damage: \$5,000 per event
- h. Performance
Standard
(Omission): Intentional disposal of Yard Waste and/or Recycling Materials placed in a collection vehicle collecting Garbage.

Damage: \$100 per incident per day (each Unit represents a separate incident) (Section 104)

4. The liquidated damages set forth above are not intended to compensate the County for any damages other than inconvenience and loss of use or delay in services. The existence or recovery of such liquidated damages shall not preclude the County from recovering other damages in addition to the payments made hereunder which the County can document as being attributable to the above referenced failures. In addition to other costs that may be recouped, the County may include costs of personnel and assets used to coordinate, inspect, and re-inspect items within this Contract as well as attorney fees if applicable.

G. Equal Opportunity/Non-Discrimination, Drug Free Work Place

Section 600: Equal Employment Opportunity

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, creed, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental, or physical handicap, unless based upon a bonafide occupational qualification. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their of race, religion, creed, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental, or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, promotion, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices are provided, setting forth the provisions of this non-discrimination clause.
2. The Contractor agrees that it will inform the County of any alleged violation(s) of employment practices involving any employees who work under this Contract which are asserted in any claims filed with the Equal Employment Opportunity Commission, Labor Department, or any other federal or state compliance agency within ten (10) days of becoming aware of said claim. The Contractor will also inform the County of the final disposition of such cases within ten (10) days of becoming aware of the final disposition.

Section 610: Equal Employment Opportunity – Implementation

1. The Contractor shall obtain in writing from each subcontractor or participant in a joint venture, an affirmative action policy or program and retain such written policy or program for inspection by the County.
2. The Contractor shall be responsible for the compliance of subcontractors or joint ventures. Appropriate sanctions for noncompliance will be imposed on the Contractor. The requirements for the Contractor apply to subcontractors, regardless of tier. The Contractor's responsibility includes obtaining equal employment opportunity documentation from subcontractors or joint ventures and reviewing the same as to validity and compliance. The Contractor shall submit such documentation concurrent with the Contractor's own submittals.
3. The Contractor will, prior to commitment and during the term of this Contract, furnish to the County upon their request and on such form as may be provided

by the County, a report of the affirmative action taken by the Contractor in implementing the terms of these provisions, and will permit access to their records of employment, employment advertisements, application forms, other pertinent data records requested by the County for the purpose of investigation to determine compliance with this provision. If upon investigation, the County finds probable cause to believe that the Contractor has failed to comply with any of the terms of these provisions, the Contractor and the County shall be so notified in writing. The County shall give the Contractor an opportunity to be heard, after ten (10) days notice. If the County finds cause, the County may suspend the Contract and/or withhold any funds due or to become due to the Contractor, pending compliance by the Contractor with the terms of these provisions. Failure to comply with any of the terms of these provisions shall be a material default of the Contract.

4. The foregoing provisions will be inserted in all subcontracts for work covered by this Contract.

Section 620: Contractor's Hiring Goals - Gender

1. Without granting preferential treatment on the basis of gender, and without compromising the Contractor's commitment to equal opportunity in employment practices, the Contractor agrees to use good faith efforts to ensure there are fair opportunities for women to participate in its workforce. The Contractor shall provide the County with Annual reports or proof as reasonably requested demonstrating its good faith efforts to comply with this goal.
2. Good Faith Effort as used in this Section refers to the Contractor's affirmative efforts to ensure there are fair opportunities for qualified women to participate in the non-traditional aspects of the solid waste collection industry.
3. Evidence of the Contractor's Good Faith Efforts shall include but will not be limited to:
 - a. Efforts to ensure awareness by women of employment opportunities in the industry through (i) providing materials to be circulated and distributed concerning the breadth of opportunities, including, notices of full and part-time position openings and (ii) making clear to potential applicants the Contractor's commitment to bring eligible employees into its workforce., regardless of gender.
 - b. Efforts to assist all employees without regard to gender in being able to handle (i) the physical demands of the job through training in safety procedures, (ii) training in proper lifting techniques and other injury prevention measures and (iii) training in driving and operating equipment and;

- c. Efforts to maintain an equal opportunity work environment by (i) having regular and semi-annual planning/training sessions with workers outlining the Contractor's policy prohibiting harassment, sexual harassment and its intention to strictly enforce the policy, (ii) offering women employees training to mitigate possible intimidating aspects of being the first female members of a traditionally male dominated occupation, (iii) offering training in increased productivity methods, and (iiii) providing special training to supervisory personnel for purposes of EEO and sexual harassment policy implementation.
4. The foregoing provisions will be inserted in all subcontracts for work covered by this Contract.

Section 630: Good Faith use of Disadvantaged Business Enterprises

It is an official policy of the Augusta-Richmond County Commission, other Augusta-Richmond officials, and employees, that all necessary and reasonable steps shall be taken to ensure that disadvantaged business enterprises including small business enterprises have the maximum opportunity to compete for and participate in all contracts and subcontracts. Further, the Augusta-Richmond County Commission has the option to establish incentives to promote business opportunities covered by Augusta-Richmond County Code§ 1-10-61.

To implement this policy, County encourages minority participation through subcontracting, joint ventures, or other methods in contracting for services. In order to expedite the evaluation process, we have attached is the Checklist for Good Faith Efforts, Proposed Disadvantaged Business Enterprise Participation, and Letter of Intent to Perform forms. The Contractor should complete the Proposed DBE Participation Form, indicating the percentage of participation for this Contract. Augusta-Richmond County's office of Disadvantaged Business Enterprise is available at (706) 826-1325 as a resource in identifying local Disadvantaged Business Enterprise (M/WBEs and SBEs).

Definition(s)

1. **Minority Person** – A United States citizen or permanent resident alien (as defined by the Immigration and Naturalization Service) of the United States, who is Asian, Black, Hispanic, Native American, or female, also one who is economically and socially disadvantaged.
2. **Disadvantaged Business Enterprise (M/WBE and SBE)** - A business which is owned or controlled by minority persons who have been deprived of the opportunity to develop and maintain a competitive position in the economy because of social and economic disadvantages. The ownership interest must be real and continuous and not created solely to meet the minority business or

minority contractor provisions of this Policy. More specifically, disadvantaged business refers to any small business concern which:

- a. Is at least fifty-one 51% owned by one or more minority citizens of the United States who are determined to be socially and economically disadvantaged?
 - b. Is a corporation, with fifty-one percent (51%) of all classes of voting stock of such corporation must be owned by an individual determined to be socially and economically disadvantaged.
 - c. Is a partnership, with fifty-one percent (51%) of the partnership interest is owned by an individual or individuals who are socially and economically disadvantaged and whose management and daily business operations are controlled by individuals determined to be socially and economically disadvantaged. Such individuals must be involved in the daily management and operation of the business concerned
3. **Women Business Enterprise (WBE)** – A business which is owned and controlled by one or more females and who have been deprived of the opportunity to develop and maintain a competitive position in the economy because of social and economic disadvantages.
4. **Small Business Enterprise (SBE)** – A local small business which has its principal office and place of doing business in Augusta-Richmond County which is not dominant in its field of operation and is regarded as small in size as measured by its annual gross receipts being less than \$500,000.

DBE Utilization

1. **Obligation**
 - a. Contractors are required to make all possible efforts that are reasonable to ensure that M/WBEs and SBEs have full and fair opportunities to compete for performance by complying with the requirements of this clause. Included in these requirements is the achievement of a good faith effort to utilize Disadvantaged Business Enterprise under this Contract either directly or indirectly through work, services or supplies or other available means, and/or substantiation that there is a good faith effort to ensure that DBEs had the maximum opportunity to participate in the performance of work under this Contract. Contractors shall not discriminate on the basis of race, ethnicity, national origin or gender in the award and performance of the work under this contract.

2. Compliance

- a. The Contractors participating in this contract are hereby notified that failure to fully comply with the County's DBE policy, as set forth herein, shall constitute a breach of contract which may result in termination of the Contract or such other remedy as deemed appropriate by the County.

3. Requirements and procedures subsequent to Contract award and prior to issuance of notice to proceed

- a. Upon approval of the required DBE utilization documentation, including but not limited to (Contractor's DBE Utilization Form; Proposed DBE Participation Form) the successful Contractor shall enter into a subcontract with each approved subcontractor. A copy of said sub-contract shall be provided to the County prior to the start date of the Contract. The Contractor, thereafter shall neither terminate nor significantly reduce the scope of work to be performed by, or significantly decrease the price to be paid to, the subcontractor there under, without, in each instance, prior written approval of the County. All requests are to be made in writing. An additional copy of said request shall be sent to:

Director of Disadvantaged Business Enterprise
501 Greene Street, Suite 304
Augusta, Georgia 30901

- b. DBE Substitutions – Failure to comply with the terms of the Contract, including required use of DBE's as indicated on the Contractor's Statement of the DBE Utilization form constitutes breach of contract, and may lead to the cancellation or termination of the Contract. The Contractor must notify the County, in writing of the necessity to substitute a new DBE in order to fulfill the DBE requirements prior to a substitution being made. The letter requesting approval of a substitution must give specific reasons for justifying release by the County of prior DBE commitments specified in the Contractor's proposal. An additional copy of said request shall be sent to:

Director of Disadvantaged Business Enterprise
501 Greene Street, Suite 304
Augusta, Georgia 30901

Actual substitution or replacement of DBEs to fulfill the DBE Contract requirements shall not be made before the County's written approval is given as the acceptability of the substitute DBE.

- c. After award of the Contract, no waiver of the DBE requirements will be granted except in exceptional circumstances. Requests for complete or partial waiver of the DBE requirements of this Contract must be submitted in writing to the County, stating all details of the request, the circumstances, and any additional relevant information. The request must be accompanied by a record of all efforts taken by the Contractor to locate specific DBEs, to solicit DBE bids, and to seek assistance from the Office of the Disadvantaged Business Enterprise, (706) 826-1325. An additional copy of said request shall be sent to:

Director of Disadvantaged Business Enterprise
501 Greene Street, Suite 304
Augusta, Georgia 30901

In cases, where an enterprise was previously considered to be DBE is found not to be bona fide, the County will consider the following special criteria in evaluating a waiver request.

1. Whether, the prime contractor was reasonable in believing the enterprise to be a bona fide DBE; and
2. Whether reasonable efforts were taken to substitute the DBE involved.

4. Reporting requirements and post award compliance

- a. To assist the County in determining the responsibility of the Contractor in adhering to the DBE requirements of the Contract, the successful Contractor shall submit the DBE validating information.
 1. Attachment "A" and Attachment "B" shall be completed and submitted with proposal in a separate sealed envelope, indicate N/A if no participation.
 2. All firms must have a valid and current certification awarded by the Office of the DBE; Department of Transportation; GDOT; or other recognized certification entity.
- b. Any Contractor found to have knowingly engaged in or participated in any attempt, directly or indirectly, to evade the requirements of this DBE Contract clause may be declared ineligible for any future contracts paid for, in whole or in part by the County. Furthermore, the Contractor may be held liable to the County for any forfeiture of funds or damages caused by a delay in the award or performance of the Contract resulting from the Contractor's non-compliance.
- c. During the performance of the work under this contract, the Contractor shall keep such records as are necessary to determine compliance with its DBE

utilization obligations. Records to be kept by the Contractor will indicate the actual DBE and non-DBE contractors, types of work being performed, actual dollar value of work, services, and procurement (See Attachment C). Notice shall be made in writing, and include a copy to the Office of Disadvantaged Business Enterprise, any time during the contract period that the Contractor anticipates the established DBE requirements on the Contract will not be achieved. In the event the Contractor does not achieve the established requirement, the records shall also include the following: (i) the progress and efforts being made in seeking out disadvantaged contractors for work on this project; and (ii) documentation of all correspondence, contacts, telephone calls, etc., to obtain the services of disadvantaged business enterprises on this project.

- d. During the Contract period, the Contractor shall submit reports (See Attachment C) monthly on contracts and other business transactions executed with DBEs with respect to the records cited to exact provision the records are referred to. The reports shall be in such a form, manner, and content as prescribed by the County. The report (See Attachment C) shall be submitted with each request for payment, no later than five (5) business days from the end of the month with a copy going to both the Solid Waste Department as well as to the Office of Disadvantaged Businesses Enterprise.

Section 640: Non-Discriminatory Service

The Contractor will not discriminate against any customer or County resident in the provision of service or quality of service on account of race, religion, creed, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide qualification to or for service. The Contractor shall provide the same good quality service throughout the Collection Area without regard to racial, ethnic, or cultural characteristics or relative standard of living of the neighborhood.

Section 650: Drug –Free Workplace

1. The County is a drug-free workplace employer. The Contractor hereby certifies that it has or it will within thirty (30) days prior to the Start Date of the Contract:
2. Notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace and specifying actions that will be taken for violations of such prohibition;
3. Establish a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Contractor's policy of maintaining a drug-free workplace, (iii) any available drug counseling,

rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations;

4. Notify each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlined above, and (ii) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace not later than five (5) days after such conviction;
5. Impose a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by, an employee convicted of a drug crime;
6. Make a good faith effort to continue to maintain a drug-free workplace for employees; and require any party to which it subcontracts any portion of the work under the Contract to comply with the above provisions.
7. A false certification or the failure to comply with the above drug-free workplace requirements during the performance of the Contract shall be grounds for suspension, termination or debarment.
8. The foregoing provisions will be inserted in all subcontracts for work covered by this Contract.

H. Operations Plan, Emergency Plan

Section 700: Operations Plan

1. After the Contract has been awarded and no less than ninety (90) days prior to the Start Date, the Contractor shall prepare and submit to the County a comprehensive and detailed Operations Plan, which describes in detail all tasks, procedures and resources associated with the transition from the County's current Contract for Garbage, Yard Waste, Recycling and Bulky Waste collection to the awardees of this Contract. The Operations Plan, once approved by the County, will become a part of this Contract.
2. The Operations Plan shall spell out in detail all costs, steps, tasks, activities, events, procedures and resources necessary for the Contractor to provide for a smooth and efficient transition from the County's current service providers to the Contractor awardees, with minimum disruption to the County's Customer. The Operations Plan will further contain a time line and completion date for all such tasks and activities. The Contractor will ensure that certain essential operations as set forth in the Operations Plan will not be interrupted by any part of the transition. The Contractor shall seek the County's input in developing the Operations Plan, and the Operations Plan shall not be deemed final until accepted in writing by the County.
3. The Operations Plan shall be maintained by the Contractor, and shall be updated and submitted to the County on a weekly basis throughout the implementation phase to reflect the current status of all work. Aside from updates to show tasks accomplished, no changes to the Operations Plan shall be made without the prior written approval of the County.
4. The County shall have the right to audit, on its own behalf or through agents, the Operations Plan and the progress of all work throughout the implementation. The County or its agents shall be entitled to conduct audits as it sees fit.
5. The Contractor will adhere to the schedule set forth in Operations Plan regarding the transition and implementation of its Garbage, Yard Waste, Recycling, and Bulky Waste. There shall be no extensions of the time periods or completion dates set forth in the Operations Plan without the County's written consent.
6. When stating days in the Operations Plan, it is to be based on Calendar Days.
7. Throughout the implementation phase weekly reports will be made to the County regarding the progress of the transition.

8. Samples of items to include in the operations plan would be;
 - a. Acquiring assets, preparing assets for collection, scheduling asset inspections, etc.
 - b. Asset Inspections.
 - c. Developing asset inventory lists.
 - d. Setting up contractors offices.
 - e. Ensuring disposal stickers are purchased, and placed on vehicles.
 - f. Setting up routes, and creating service maps.
 - g. Procedures for notifying customers of new collection days.
 - h. Procedures for orientation of collection and Cart/Bin delivery personnel including route coordination/cooperation with County staff.
 - i. Identifying handicapped/special needs customers.
 - j. Procedures for transmitting information to and from the County and the Contractor
 - k. Procedures for applying, appealing and reversing liquidated damages.
 - l. Standards for electronic transfer of information.
 - m. Acquisition of bonds and insurance.
 - n. Developing an emergency plan.

Section 710: Emergency Plan

1. At least thirty (30) days prior to the Start Date, the Contractor shall submit an Emergency Plan to the County which shall detail those actions which the Contractor will take to deal with emergency situations such as extreme cold temperatures, snow/ice, fire, or natural disaster which would require a deviation from normal operating procedures.
2. The Emergency Plan shall also include emergency phone numbers of the Contractor, and for key contact persons, such that a responsible contact person is available to the County at all times. The Emergency Plan must also include customer notification procedures.

3. Upon submission of the Emergency Plan to the County, the County shall approve or reject the Emergency Plan. If the Emergency Plan is rejected, the Contractor and the County will begin negotiations to develop a mutually agreeable Emergency Plan prior to the Start Date of the Contract.
4. The emergency plan shall be updated annually in the month of January. Additional updates are required when items in the plan change or need updated.

I. Ancillary Provisions

Section 800: Assignment of Pledge of Monies by the Contractor

The Contractor shall not assign or pledge any of the monies due under this Contract without securing the written approval of the surety on the performance bond as well as the payment bond and providing at least thirty (30) days prior written notice to the County of such assignments or pledge together with a copy of the surety's approval(s) thereof. Such assignments or pledge, however, shall not release the Contractor or its sureties from any obligations or liabilities arising under or because of this Contract.

Section 805: Assignment, Subcontracting, Delegation of Duties

1. The Contractor may not sub-Contract more than 50% of the total amount of collections and total work under this Contract without the prior written approval of the County. The County's decision shall be final and binding.
2. Except for the subcontracting identified in the Contractor's proposal, the Contractor shall not assign or subcontract or transfer any of the work or delegate any of its duties under the Contract without the prior written approval of the County, which approval may be withheld in the County's sole discretion. Notwithstanding the foregoing, the County's approval shall not unreasonably be withheld if the Contractor proposes to assign or transfer this Contract to an affiliate of the Contractor or to Contractor's parent corporation, provided that Contractor can establish to the reasonable satisfaction of the County that (i) the assignee or transferee will operate the Contract in substantially the same manner as the Contractor, will use substantially the same management and collection personnel as Contractor, and possesses substantially the same financial capabilities as Contractor and (ii) the assignee or transferee is not affiliated in any way with the company that has a Contract for residential collection with the County for the portion of the County outside the Contractor Collection Area.
3. In the event of an assignment, subcontract, or delegation of duties, the Contractor shall remain responsible for the full and faithful performance of the Contract and the assignee, subcontractor, other obligor shall also become responsible to the County for the satisfactory performance of the work assumed. The County may condition its approval upon the delivery by the assignee, subcontractor or other obligor of its covenant to the County to fully and faithfully complete the work or responsibility undertaken.
4. During the term of this Contract, the Contractor shall not have an ownership interest in any other company that has a Contract for residential collection with the County.

5. Should a Contractor sub-contract work under this contract, a sub-contract contract/agreement shall be generated in writing. This agreement shall at a minimum include the area to be serviced, the price that the sub-contractor shall be paid, and the required sections under this contract that flow through to a sub-contractor. A copy of said agreement(s) shall be provided to the County within fourteen (14) days of execution.

Section 810: Audit and Inspections

1. During the term of the Contract and for a period of one (1) year after the termination or expiration of the Contract for any reason, the County shall have the right to audit, either itself or through an agent, the books and records (including but not limited to technical records) of the Contractor to ensure the Contractor's compliance with all the terms and conditions of the Contract.
2. During the term of the Contract, the County shall have the right to inspect any item deemed necessary to ensure that Contract provisions are/were being met. This can include, but is not limited to; site visits to the office or other locations used under this Contract, disposal locations, field, shop inspections or equipment, etc.

Section 815: Contractor Will Not Sell or Disclose Data

The Contractor will treat as confidential information, all data in connection with the Contract. County data processed by the Contractor shall remain the exclusive property of the County. The Contractor will not reproduce, copy, duplicate, disclose or in any way treat the data supplied by the County in any manner except as contemplated by this Contract.

Section 820: No Publicity

No advertising, sales promotion or other materials of the Contractor or its agents or representatives may be distributed to customers without prior written approval of the County. The Contractor, its agents or representatives shall not reference this Contract or the County in any manner without the prior written consent of the County.

Section 825: Contract Rights

1. The parties reserve the right to amend this Contract from time to time by mutual agreement in writing.
2. Rights under this Contract are cumulative, and in addition to rights existing at common law.
3. Payment by the County and performance by the Contractor do not waive their Contract rights.

4. Failure by either party on any occasion to exercise a Contract right shall not forfeit or waive the right to exercise the right of another occasion. The use of one remedy does not exclude or waive the right to use another.

Section 830: Open Records Act

Contractor acknowledges that County records including this Contract are subject to Georgia's Open Records Act.

Section 835: Interpretation

1. This Contract shall be interpreted as a whole and to carry out its purpose. This Contract is an integrated document and contains all the promises of the parties; no earlier oral understandings modify its provisions.
2. Captions are for convenient reference only. A caption does not limit the scope or add commentary to the text.

Section 840: Law; Venue

The laws of the State of Georgia shall govern the validity, construction and effect of this Contract. The venue for any claims, litigation or causes of action between the parties shall be in the Superior Court of the Richmond County, Georgia.

Section 845: Discretionary Waiver of Right to a Jury Trial

The Contractor and County may waive all rights to have a trial by jury in any action, proceeding, claim, or counterclaim brought by either of them against the other on any matter whatsoever arising out of or in any way related to or connected with the Contract.

Section 850: Specific Performance and Injunctive Relief

The Contractor agrees that the services are critical to the County's operation and that monetary damages are not an adequate remedy for the Contractor's failure to provide services as required by the Contract, nor could damages be the equivalent of the performance of such obligation. Accordingly, the Contractor hereby consents to an order granting specific performance of such obligations of the Contractor in a court of competent jurisdiction within the State of Georgia. The Contractor further agrees that a failure by it to perform the services in the manner required by the Contract will entitle the County to injunctive relief.

Section 855: Notices

1. All official notices or approvals shall be in writing. Unless otherwise directed, notices shall be delivered by messenger, by certified or registered

mail, return receipt requested, or by fax to the parties at the following respective addresses:

To the County:

Assistant Director
4330 Deans Bridge Road
Blythe, GA. 30805
(706) 592-9634 Phone
(706) 592-1658 Fax

To the Contractor:

Robert A. Smith
701 Santa Isabel Blvd.
Laguna Vista, TX. 78578
(956) 943-4556 Phone
(956) 943-4557 Fax

2. Either party may from time to time designate a new address for notices. Unless a return receipt or other document establishes otherwise, a notice sent by U.S. Mail shall be presumed to be received the third business day after its mailing.

Section 860: Severability

Should any term, provision, condition, or other portion of this Contract or its application be held to be inoperative, invalid, or unenforceable, and the remainder of the Contract still fulfills its purposes, the remainder of this Contract or its application in other circumstances shall not be affected thereby and shall continue in force and effect.

Section 865: Interest of the Parties

The Contractor covenants that its officers, employees and shareholders have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner of degree with the performance of services required under the Contract.

Section 870: No Bribery

The Contractor certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the forgoing has bribed or attempted to bribe an officer or employee of the County in connection with the Contract.

Section 875: Change in Control – Legal Counsel

1. In the event of a change in “Control” of the Contractor (as defined below), the County shall terminate the Contract for default unless the County has granted prior written approval. Such approval shall be at the sole discretion of the County. Any approval by the County for transfer of ownership or control shall be contingent upon the perspective controlling party becoming a signatory to the Contract and otherwise complying with the terms of the Contract. The Contractor shall notify the County within ten (10) days after it becomes aware that a change in Control will occur. As used in the Contract, the term “Control” shall mean the possession, direct or indirect of either;

- a. The ownership of or ability to direct the voting of, as the case may be fifty one (51%) or more of the equity interest, value or voting power of the Contractor; or
- b. The power to direct or cause the direction of the management and policies of the Contractor whether through the ownership of voting securities, by Contract or otherwise.

Section 880: Force Majeure

- 1. The Contractor shall not be liable for any failure or delay in the performance of its obligations pursuant to this Contract (and such failure or delay shall not be deemed a default of this Contract or grounds for termination hereunder if all of the following conditions are satisfied:
 - a. If such failure or delay
 - i. could not have been prevented by reasonable precaution, and
 - ii. cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work around plans, or other means, and
 - b. If and to the extent such failure or delay is caused, directly or indirectly by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions, or revolutions, or court order.
- 2. Upon the occurrence of an event which satisfies all of the conditions set forth above, the Contractor shall be excused from any further performance of those obligations pursuant to this Contract affected by the Force Majeure for as long as;
 - a. Such Force Majeure event continues and,
 - b. The Contractor continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.
- 3. Upon the occurrence of a Force Majeure event, the Contractor shall immediately notify the County by telephone and confirmed in writing within two (2) days of the occurrence of a Force Majeure and shall describe in reasonable detail the nature of the Force Majeure. If any Force Majeure prevents the Contractor from performing its obligations for more than five (5) days, the County may terminate this Contract.

4. Strikes, slow-downs, walkouts, lockouts and individual disputes are not excused under this provision.

Section 885: Dispute Resolution

1. In the event of a dispute arising under this Contract, the parties shall continue performance of their respective obligations under this Contract and shall attempt to resolve such dispute in a cooperative manner. If the parties are unable to resolve the dispute, then, in addition to and without waiving any rights and remedies under this Contract or under civil or common law, the parties may voluntarily agree to arbitration pursuant to the terms of this section.
2. Within fifteen (15) days after agreement to arbitration has been reached, each party shall submit the name of its own arbitrator, selected from a panel of persons qualified by the American Arbitration Association and the two arbitrators shall select a third arbitrator from such panel within fifteen (15) days thereafter, or in case of a disagreement concerning the appointment of the third arbitrator, the third arbitrator shall be appointed from such panel by the presiding judge of Richmond County Superior Court. During such time that the arbitrators are being selected or appointed, the parties shall continue to negotiate in good faith to resolve their dispute in a cooperative manner.
3. The arbitrators shall apply applicable provisions of Georgia law in reaching their determination. The determination by the arbitrators shall be final and binding on the parties, and any judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof. The County and Contractor shall use their best efforts to conclude all arbitration proceedings involving fee and rate adjustment disputes within thirty (30) days following the commencement of such arbitration proceedings. Any arbitration determination granting an increase in fees or rates may include an award of interest at the statutory rate until the date the increase becomes effective.
4. The arbitrators shall have the authority, but shall not be required, to award to the prevailing party in the arbitration proceedings reasonable attorneys fees, expert and non-expert witness costs and expenses, and all other reasonable costs and expenses incurred directly or indirectly in connection with the proceedings provided, however, the costs of the arbitrators shall be shared equally by the parties.

Augusta, Georgia (Augusta-
Richmond County, Georgia)

By: _____
As its Mayor

Attest:

Clerk of Commission

The foregoing Contract is hereby executed by the below-listed parties:

Contractor: _____

By: _____

As its: _____

Sworn to and subscribed before me this _____ day of
_____, 2005.

Notary Public

My Commission Expires: _____

Example From Section 146

Assumptions

1. Cart rental rate in Exhibit B = \$2.00
2. County elects to replace 250 carts.
3. Carts were received by the contractor on the 15th of the month.

Calculations

Proration Amount

1. $(\$2.00/31) = \$0.0645$ (cents per day per cart)
2. $(\$0.0645*15) = \$0.9675$ (prorated amount per cart based on date received)
3. $(\$0.9675*250) = \$241.88$ (amount owed based on prorated amount and the number of carts)

Implementation Amount

1. $(\$0.0645*14) = \$0.903$ (prorated amount multiplied by allowed implementation days)
2. $(\$0.903*250) = \$225.75$ (amount owed based on 14 days implementation multiplied by 250 carts)

Total owed to Contractor

\$241.88 for prorated amount plus \$225.75 for implementation period = \$467.63

5. The County may ship the Contractor Carts which are assembled, unassembled, in single, limited, or truckload quantity.
6. All cost(s) associated with assembly and delivery of said carts shall be that of the Contractor.

Exhibit A: Collection Area(s)

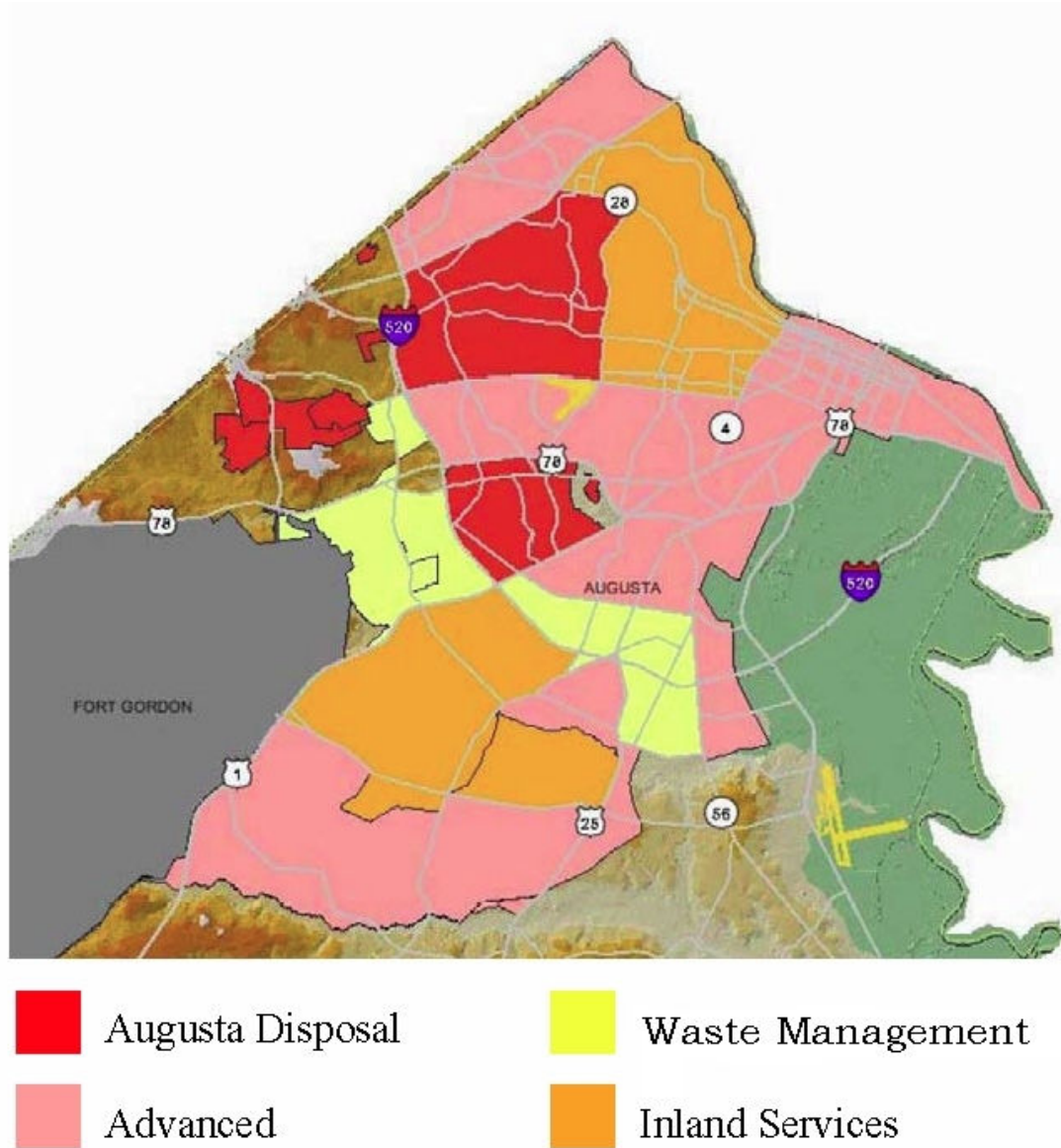


Exhibit B: Rate Table

<u>Services</u>	<u>Twice per week</u>	<u>Once per week</u>
Garbage	\$7.91	
Recycling		\$2.32
Yard Waste		\$2.87
Bulk Waste		\$1.35

Monthly Collections Cost

\$14.45

<u>Additional Services</u>	<u>Monthly</u>
Cart Rental Fee (per garbage cart provided by Contractor)	\$0.10
Extra Garbage Collection (per additional cart serviced)	\$3.00
Extra Recycling Collection (per additional cart serviced)	\$1.00

Exhibit C: Force Majeure Rate Table

	<u>Rate</u>	<u>Rate Per</u>
10 Yard Roll Off	\$125.00	Pull
20 Yard Roll Off	\$125.00	Pull
30 Yard Roll Off	\$125.00	Pull
40 Yard Roll Off	\$125.00	Pull

	<u>Regular Time Rate</u>	<u>Overtime Rate</u>	<u>Rate Per</u>
15-24 Yard Rear Load (Driver and Helper)	\$84.51	\$84.51	Hour
25 Yard or Larger Rear Load (Driver and Helper)	\$84.51	\$84.51	Hour
15-24 Yard Side Load (Driver)	\$66.21	\$66.21	Hour
25 Yard or Larger Side Load (Driver)	\$66.21	\$66.21	Hour
25 Yard or Larger Front Load (Driver and work can)	N/B	N/B	Hour
Additional Laborer (per person as requested)	\$25.00	\$30.00	Hour

	<u>Additional Services Offered by Contractor</u>	<u>Regular Time Rate</u>	<u>Overtime Rate</u>	<u>Rate Per</u>
1	Other work as negotiated.	\$0.00	\$0.00	
2		\$0.00	\$0.00	
3		\$0.00	\$0.00	
4		\$0.00	\$0.00	
5		\$0.00	\$0.00	
6		\$0.00	\$0.00	
7		\$0.00	\$0.00	
8		\$0.00	\$0.00	
9		\$0.00	\$0.00	
10		\$0.00	\$0.00	

Exhibit D: Eviction, Vacant Lot, Special Clean-up

	<u>Rate</u>	<u>Rate Per</u>
10 Yard Roll Off	\$125.00	Pull
20 Yard Roll Off	\$125.00	Pull
30 Yard Roll Off	\$125.00	Pull
40 Yard Roll Off	\$125.00	Pull

	<u>Regular Time Rate</u>	<u>Overtime Rate</u>	<u>Rate Per</u>
Rear Load (Driver)	\$84.51	\$84.51	Hour
Side Load (Driver)	\$66.21	\$66.21	Hour
Front Load (Driver and work can)	N/B	N/B	Hour
Additional Laborer (per person as requested)	\$25.00	\$30.00	Hour

	<u>Regular Time Rate</u>	<u>Overtime Rate</u>	<u>Rate Per</u>
Additional Services Offered by Contractor			
1 Other work as negotiated			
2			
3			
4			
5			
6			
7			
8			
9			
10			

DBE Forms

Form A

(Letter of Intent to Perform)

Complete an individual form identifying each DBE sub-contractor/supplier used for this contract. Forms must be signed by sub-contractor. Form A should be completed and submitted with your bid in a separate sealed envelope. If there is no participation, indicate N/A

PROJECT _____

LETTER OF INTENT TO PERFORM AS A *SUBCONSULTANT*/SUBCONTRACTOR/SUPPLIER

E. The undersigned will sublet and/or award _____% of this subcontract to non-DBE contractors and /or non-DBE suppliers.

By: _____
(Signature of Authorized Representative)

Form B

(Proposed DBE Participation Form)

Complete an individual form identifying each DBE sub-contractor/supplier used for this contract. Forms must be signed by sub-contractor. Form B should be completed and submitted with your bid in a separate sealed envelope. If there is no participation, indicate N/A

Form B

PROPOSED DBE PARTICIPATION

PRIME CONTRACTOR _____

PROJECT _____

DBE FIRM	PRINCIPAL OFFICIAL	ADDRESS/PHONE NO.	TYPE OF WORK	<i>Dollar Value of Work</i>

Total Price: \$ _____

Total DBE value: \$ _____

Total DBE percent: _____%

Signed By: _____

Title: _____

Date: _____

Form C

(Contractors Statement of DBE Utilization Form)

Complete form indicating the DBE's utilization for the requested pay period. This information identifies the actual DBE sub-contractors/suppliers, types of work performed, actual dollar value of work/services and suppliers. To avoid delay of payments this form must accompany all pay requests.

Form C

**AUGUSTA-RICHMOND COUNTY
DISADVANTAGED BUSINESS ENTERPRISE DEPARTMENT
CONTRACTOR'S STATEMENT OF DBE UTILIZATION**

SHEET _____ OF _____ (1) PAY REQUEST NO. _____ (2) REPORT PERIOD FROM _____ TO _____
(3) PROJECT NAME _____ (4) PROJECT NO. _____ (5) BASE BID \$ _____ (6) CONTRACT NO. _____
(7) REQUIRED DBE UTILIZATION ____% (8) PROPOSED DBE UTILIZATION ____%

(9) DBE NAME REPRESENTATIVE NAME & TELEPHONE NUMBER	(10) CLASS OF WORK	(11) CONTRACT AMOUNT	(12) CONTRACT ADJUST- MENTS	(13) REVISED CONTRACT AMOUNT	(14) AMOUNT EARNED THIS PERIOD	(15) AMOUNT EARNED TO DATE	(16) AMOUNT RETAINED THIS PERIOD	(17) AMOUNT RETAINED TO DATE	(18) % OF CONTRACT COMPLETE TO DATE
(19) DBE TOTALS									

(20) CONTRACTOR: _____ (21) AUTHORIZED SIGNATURE _____ (22) DATE _____
(23) PERCENTAGE OF TOTAL CONTRACT COMPLETED TO DATE. _____

Good Faith Effort Checklist

Complete – The purpose for the Good Faith Effort Checklist is to indicate all necessary and reasonable steps taken to ensure that DBEs, including local small business enterprises, have the maximum opportunity to compete for and participate in all contracts and sub-contracts.

AUGUSTA-RICHMOND COUNTY
CHECKLIST FOR GOOD FAITH EFFORTS

A bidder's good faith efforts must be those that could reasonably be expected from a bidder who was actively and aggressively seeking to meet the Disadvantaged Business Enterprise (DBE) goal. Good faith efforts may include, but are not limited to:

	Yes	No	
1.	<u> x </u>	<u> </u>	Soliciting through all reasonable and available means, the interest for all certified DBEs who have the capability to perform the work of the contract. Such solicitations must be in sufficient time to allow DBEs to participate effectively.
2.	<u> x </u>	<u> </u>	Confirming attendance at any pre-solicitation or pre-bid meetings.
3.	<u> </u>	<u> x </u>	Providing proof of any advertisements in general circulation, trade association, and minority or woman focused media.
4.	<u> </u>	<u> x </u>	Documenting the follow-up to the initial solicitation with DBEs.
5.	<u> </u>	<u> x </u>	Documenting how portions of the work were selected to solicit DBE participation and how the selection was made in order to increase the likelihood of meeting the DBE goals. This would include, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation.
6.	<u> </u>	<u> x </u>	Providing information on any negotiations with DBEs including bid item adjustments, terms and conditions of the contract, bonding and insurance requirements and etc.
7.	<u> </u>	<u> x </u>	Documenting efforts to assist DBEs in obtaining bonding, lines of credit, or insurance.
8.	<u> </u>	<u> x </u>	Providing copies of the information supplied to DBEs to solicit their bids. Such information should include adequate information about the plans, specifications, and requirements of the contract to enable the DBE to supply a complete and competitive bid.
9.	<u> </u>	<u> x </u>	Providing information regarding the services/assistance secured from minority and women community organizations, contractors' groups, local minority and women business assistance offices and other organizations that provides assistance in the recruitment and placement DBEs.
10.	<u> </u>	<u> x </u>	Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers. The bidder must provide documentation that consideration was given when selecting portions of the work or material needs on the contract to the availability of DBE firms in those areas when soliciting for DBE participation.
11.	<u> </u>	<u> x </u>	Documenting the basis for rejecting DBE bids. In cases where the bidder determines the DBE to be unqualified, supporting evidence used to make the determination must be provided.

*Inland has several Minority suppliers and has initiated a program to identify more; however, none of these to date is certified DBE. Our efforts involve discussions with the principals or managers of applicable companies. We do not, nor do we need to, send letters, advertisements, etc. in order to do effective business with minority firms.

CORPORATE CERTIFICATE

I, _____ certify that I am the Secretary of the corporation named as Contractor in the attached Contract; that _____ who signed said Contract on behalf of the Contractor was then _____ of said corporation; that said proposal was duly signed for and in behalf of said corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said corporation is organized under the laws of the State of _____.

This ____ day of _____, 2005

Corporate
Secretary: _____
(name signed)

(name printed or typed)

(SEAL)

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____ County of _____

I, _____ being first duly sworn, deposes and says that:

He or she is _____ of _____, the Bidder that has submitted the attached Bid:

He or she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid.

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Augusta or any person interested in the proposed Contract; and

Continued to the next page

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The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant.

BIDDER: _____

By: _____
(name signed)

(name printed or typed)

Date: _____

Subscribed and sworn to me this ____ day of _____, 2005

NOTARY PUBLIC: _____
(name signed)

(name printed or typed)

Commission Expires: _____

(SEAL)

NOTICE OF AWARD

To: Robert A. Smith – Inland Service Corporation
701 Santa Isabel Blvd.
Laguna Vista, TX. 78578

Project Description: “Solid Waste Collections Contract”

The Owner has considered the Bid submitted by you for the above-described work in response to its Invitation to Bid and Information from Bidders.

You are hereby notified that your Bid has been accepted for items in the amount determined by the contract based on the financial bids submitted for this contract, which will become a part of this Contract as Exhibit B, C, and D.

You are required by the Information for Bidders/Contract Documents to execute the Agreement and furnish the required Contractor’s Performance Bond, Payment Bond, and certificates of insurance within fifteen (15) calendar days prior to the start date of the contract. However, in any case a “Notice to Proceed” will not be given until the above mentioned items are received. Early delivery of said documents will expedite the contracting process. Augusta recommends submission of the required bonds and insurance with the executed “Notice of Award”. These items may have an effective date of January 1, 2006.

If you fail to execute said Contract within thirty (30) days from the date of this Notice, Augusta will be entitled to consider all your rights arising out of the Counties acceptance of your Bid as abandoned and such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the County.

Dated this 10th day of October, 2005.

Augusta-Richmond County

By: _____

Name and Title: Geri Sams, Director of Procurement

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by _____ this the _____ day of _____, 2005.

By: _____

Name and Title: _____

NOTICE TO PROCEED

To: Robert A. Smith – Inland Service Corporation
701 Santa Isabel Blvd.
Laguna Vista, TX. 78578

Project Description: "Solid Waste Collections Contract"

You are hereby notified to commence work in accordance with the contract dated _____, 2005, on or before January 1, 2006 and you are to comply with all terms, conditions, provisions, etc. as identified in the executed Contract.

Dated this _____ day of _____, 2005.

Augusta Richmond County

By: _____

Name and Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by _____
this the _____ day of _____, 2005.

By: _____

Name and Title: _____

CERTIFICATE OF AUGUSTA'S ATTORNEY

I, the undersigned, Stephen E. Shepard, the duly authorized and acting legal representative of Augusta-Richmond County, do hereby certify as follows:

I have examined the attached Contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

(Signature)

Date: _____

End of Contract

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**SOLID WASTE COLLECTION CONTRACT
BETWEEN AUGUSTA, GEORGIA (AUGUSTA RICHMOND COUNTY)
AND ADVANCED DISPOSAL SERVICES AUGUSTA, LLC.**

This solid waste collection Contract is entered into by and between, Augusta, Georgia, a consolidated local government, which is both a municipal corporation and a County, being a political subdivision of the State of Georgia, [by and through Augusta Richmond County's Solid Waste Department] hereinafter "County" or "Augusta" and Advanced Disposal Services Augusta, LLC. of Augusta "Contractor" to provide for Garbage, Yard Waste, Recycling and Bulky Waste collections from Units located within the Collection Area (as hereinafter defined).

The parties, in consideration of the promises, representations and warranties contained herein, agree as follows:

A. Overview

Section 5. Purpose and Intent – Legal Relationship of Parties

This Contract creates the legal relationship of independent Contractor by and between Advanced Disposal Services Augusta, LLC. and the "County".

This Contract engages Advanced Disposal Services Augusta, LLC. of Augusta to collect Garbage, Yard Waste, Recycling and Bulky Waste from Units within the Collection Area.

Section 10. Negotiation Costs

The Contractor shall bear its own cost of negotiating this Contract and developing all required materials. The County shall not be charged for any services or other work performed prior to the Start Date.

Section 15. Contract Term

This Contract is entered into on this ____ day of _____, 2005 ("Effective Date"). The collection services will begin on January 1, 2006 ("Start Date") and continue for a term of five (5) years, ending at Midnight December 31, 2010. The County and Contractor through mutual agreement may extend this Contract for two (2) successive one (1) year periods. The County must provide Contractor a minimum of 90 days notice of its intent to extend the Contract. If the County extends this Contract, the same terms, conditions, and methods of payment shall apply during the extension period.

County's payment obligation hereunder for succeeding fiscal periods shall be subject to availability and appropriation of funds. In the event County does not appropriate funds, at the beginning of a fiscal year for this Contract, said Contract shall terminate.

Section 20: Incorporation of Exhibits

1. The Contractor and the County acknowledge and agree that each of the following exhibits is attached to this Contract and is incorporated into and made a part of this Contract by reference:

Exhibit A: Collection Area

Exhibit B: Rate Table

Exhibit C: Force Majeure Rate Table

Exhibit D: Eviction/Vacant Lot Rate Table

2. If there is a conflict between any exhibit and the Contract, the provisions of the exhibit shall prevail.

Section 25: Contract Limitations

At the time of award, the Contractor shall not be awarded or have control of more than 50% of the total number of Units.

During the term of the agreement, no Contractor shall have control of more than fifty percent (50%) of the total number of Units. An exception will be made for natural population growth within a Collection Area.

Section 30. Definitions

In addition to Capitalized terms that are defined elsewhere, the following meanings apply:

Bins:	A water-tight plastic container that is provided by the County, that shall not be less than 65 gallons in capacity, fitted with a sturdy handle, roll able and a tight fitting lid, for the purpose of collecting Recycling.
Bulky Waste:	Refers to furniture, appliances, tires, and other items too large to be reasonably placed into a Cart as defined herein with a size limit of, not larger than five (5) feet in length, five (5) feet in height and ten (10) feet in width. Construction debris shall be limited to an amount that is equal to 25% of the allowable pile by volume.
C&D:	Construction/Demolition waste means waste of building materials and rubble resulting from construction, remodeling, repair and demolition operations on pavements, houses and other structures. Such wastes include but are not limited to wood, lumber, wall

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- board, concrete, brick, metals, and other items attributed to construction and demolition.
- Cart:** A water-tight plastic container that is provided by the Contractor, that shall not be less than 95 gallons in capacity, fitted with a sturdy handle, roll able and a tight fitting lid, for the purpose of collecting Garbage.
- County:** Augusta, Georgia (Augusta-Richmond County, Georgia)
- Collection Area:** The physical area for which the Contractor has been contracted to provide services to.
- Contractor:** Individual or firm contracted to provide services under this Contract.
- Contract:** Document containing all provisions and specification that Augusta and the Contractor must abide by and/or meet.
- Garbage:** All discarded waste, food, paper, glass, plastic, leather, textiles, cans, and/or other materials normally associated with common household waste.
- Handicapped/
Special Needs:** Individual(s) who can provide verifiable proof of a disability, a limitation, or a special need which limits their ability to place waste to the curb or right of way.
- Hazardous Waste:** Refers to Hazardous Waste, which is defined and published in the Georgia Hazardous Waste Management Act (Official Code of Georgia Annotated § 12-8-61, et. seq.) and incorporated herein by reference. Hazardous Waste is potentially dangerous by-products of our highly industrialized society, which cannot be handled, treated, or disposed of without special precautions. Hazardous Waste includes, but is not limited to, ignitable, corrosive, reactive, and toxic wastes such as acetone, gasoline and industrial alcohols, alkaline cleaners, acids, cyanide and chlorine, arsenic, pesticide wastes, paint, caustics, infected materials, offal, fecal matter (human and animal) and explosives. Hazardous Waste does not include solid waste that is Household Waste, including household waste that has been collected, transported, stored, treated, disposed, recovered (e.g. refused-derived fuel) or reused, all as defined by the Georgia Hazardous Waste Management Act.
- Holiday Overloads:** Extra waste generated in association with a Federal, State, or Locally recognized holiday.

Red Tag:	A notification given to the customer for the purposes of informing/educating with the intent of eliminating future issues related to collections of Garbage, Recycling, Yard Waste, and Bulky Waste.
Recycling:	Refers to paper, cardboard, newspaper, plastic, aluminum, bi-metal, steel, tin, and other items determined to be recyclable by the County.
Section:	A defined subset of customers within the Collection Area.
Tire:	Any rubber cushioning from a wheel which will include automobiles, trucks, bicycles, and other small vehicles, not to exceed seventeen (17) inches.
Unit:	A location approved to have the service(s) under this Contract.
Yard Waste:	Plant material (leaves, grass clippings, branches, brush, flowers, roots, wood waste, etc.); debris commonly thrown away in the course of maintaining yards and gardens, including sod; and biodegradable waste as approved by the County, but excludes loose soil, Garbage, food waste, plastics, synthetic fibers, lumber, human or animal excrement, or soil contaminated with hazardous substances.

Section 35: County Responsibilities

The County shall be responsible for:

1. Making timely payments required by this Contract.
2. Inspecting Contractor performance, mediating and adjusting customer grievances. The County may require special and other services as contemplated in this Contract.
3. Specifying each customer's level and type of collection service.
4. Supply Carts and/or Bins as defined by this agreement.
5. Pay disposal costs as defined by this agreement.

Section 40: Contractor's Responsibilities

The Contractor shall be responsible for:

1. Furnishing all skilled labor, equipment, materials, supplies and utility services required for providing all services in accordance with this Contract unless otherwise noted within the Contract.
2. All actions and activities of its subcontractors.
3. Supplying all records, reports, and information required by this Contract.
4. Securing at Contractor's expense, all governmental permits and licenses and required regulatory approvals (including all required by County Ordinances).
5. Timely paying of all applicable taxes.
6. Complying with applicable laws and regulations.
7. Performing all work in a timely, professional manner.
8. All wage increases for Contractor's collectors or other employees, any benefits or added costs resulting from changes in technology, laws, regulations, labor, supplies, practices, availability of equipment, and other business risks that may affect the performance of this Contract.
 - a. Should there be an extraordinary change in a law(s), rules, or regulations related to fuel taxes, disposal fees, or the addition or imposition of solid waste fees or taxes on services that impact the true cost of this contract, the Contractor and/or the County shall have the right to petition for an equitable adjustment.

Section 45: Contractors Representations and Warranties

1. Organization and Qualification. The Contractor is duly incorporated or otherwise legally organized and, validly existing and in good standing under the laws of the State of Georgia, and has all requisite power and authority to enter into and perform its obligations under this Contract.
2. Authority.
 - a. The Contractor has the authority to execute this Contract, to make the representations and warranties set forth in it and is appropriately skilled, organized and financially able to perform the obligations of Contractor under this Contract in accordance with its terms.

- b. This Contract has been validly executed by the authorized representatives of the Contractor and constitutes a legally binding, enforceable obligation of Contractor.
3. Government Authorizations and Consents. The Contractor has or will obtain prior to the commencement date such licenses, permits, and other authorizations from federal, state, and other governmental authorities, as are necessary for the performance of its obligations under this Contract.
4. Compliance With Laws. The Contractor is not in violation of any applicable law, ordinance or regulation, the consequence of which will or may materially affect Contractor's ability to perform its obligations under this Contract. The Contractor is not subject to any order or judgment of any court, tribunal, or governmental agency which could materially and adversely affects its operations or assets in the State of Georgia, or its ability to perform its obligations under this Contract.
5. Accuracy of Information. None of the representations or warranties in this Contract and none of the documents, statements, certificates or schedules furnished or to be furnished by Contractor pursuant hereto or in connection with the performance of the obligations contemplated under this Contract, contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements of fact contained therein not misleading.
6. Independent Examination. In accepting these responsibilities, the Contractor represents and affirms that it has made its own examination of all conditions, facilities, and properties affecting the performance of this Contract and of the quantity and expense of labor, equipment, materials needed, and of applicable taxes permits and laws. The Contractor affirms that within the Collection Area/Section(s) it is aware of the present placement of collection Carts at the curb, alley, or backyard locations, and the present location of Handicapped/Special Needs customers. The Contractor represents and warranties that it is capable of continuing to collect Carts from their present locations.

Section 50: County Representations and Warranties

The County represents and warrants to the Contractor as follows:

1. Organization and Qualification. The County is a political subdivision of the State of Georgia and has all requisite corporate power and authority to enter into and perform its obligations under this Contract.

2. Authority.

- a. The County has the authority to execute this Contract, to make the representations and warranties set forth in it and to perform the obligations of the County under this Contract in accordance with its terms.
- b. This Contract has been validly executed and constitutes a legally binding and enforceable obligation of the County.

3. Government Authorizations and Consents. The County has such licenses, permits and other authorizations, as are necessary for the performance of its obligations under this Contract, and no consent, approval, or authorization of or declaration, registration or filing with any governmental or regulatory body is required to be obtained or made by the County as a prerequisite to its execution of this Contract or its performance of its obligations contemplated hereby.

4. Compliance With Laws. The County is not in violation of any applicable law, ordinance or regulation, the consequence of which will or may materially affect the County's ability to perform its obligations under this Contract. The County is not subject to any order or judgment of any court, tribunal, or governmental agency which materially and adversely affects its operations or its ability to perform its obligations under this Contract.

5. Accuracy of Information. None of the representations or warranties in this Contract and none of the documents, statements, certificates or schedules furnished or to be furnished by the County pursuant hereto or in connection with the performance of the obligations contemplated under this Contract, contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements of fact contained therein not misleading.

Section 55: OSHA & Georgia Law Compliance – Health & Environmental

1. The Contractor shall comply with the Federal Occupational Safety and Health Act of 1970, as amended (OSHA) and the Official Code of Georgia and with the standards and regulations issued to implement these statutes from time to time.
2. The Contractor is also responsible for meeting all pertinent local, state and federal health, safety and environmental laws, regulations, and standards applying to collection of Garbage, Yard Waste, Recycling and Bulky Waste.

Section 60: Vehicles Used in Collection

1. All vehicles used for collection shall be registered with the State of Georgia Department of Motor Vehicles, and shall be kept in a clean and sanitary condition and a state of good appearance and repair, and shall be painted in a uniform manner.
2. All collection vehicles shall be painted by Contractor in Contractor's color(s). Color(s) and color schemes are subject to approval by the County, in its reasonable discretion. Vehicles shall be uniquely numbered. Contractor's name and vehicle number shall be painted in a contrasting color, at least four inches high on each side of the vehicle and on the rear of the vehicle. The Contractor shall place a sign and/or text as determined by the County, which may include a County customer service telephone number on all collection vehicles on each side and the rear of the vehicle. All collection vehicles shall be kept in a clean and sanitary condition.
3. All collection vehicles or personnel must be equipped with a communication device (i.e. cell phone or radio) which allows for immediate communication between the collection vehicle and a supervisor, and/or the Contractor's office.
4. Collection vehicles shall be sufficient to service all participating Units for which they are intended to service at the frequency of collection specified and able to handle special requirements of the Contract including adverse weather and holiday overloads.
5. All vehicles used by management personnel, including route supervisors, operations manager, etc. shall be equipped with cell phones with voice mail so that they can be contacted by the County.
6. All vehicles operated under the authority of this Contract shall be driven in compliance with Uniform Rules of the Road and Georgia State traffic laws and, where applicable, the County's codes, ordinances, and rules.
7. The Contractor's collection vehicles shall be used only on this Contract, unless advanced written approval is given by the County. The Contractor may use collection vehicles from other sources or use Contract vehicles for other operations only with the prior written approval of the County. Should the County authorize either of the above mentioned approvals, at no time may non-contract waste be included with Contract waste. This provision is subject to Section 560.
8. The Contractor shall not park or store any collection vehicles on County property. Should the County identify that a vehicle violates this provision; the Contractor shall be notified by phone, fax, or e-mail. Should the vehicle not be removed in a reasonable period, or should the vehicle become a nuisance, a safety issue, or an operational issue, the vehicle will be towed out of the way

or to the Contractors shop, at the Counties discretion, at the sole expense of the Contractor. Said expense will be deducted from the amount owed to the Contractor for the current month.

9. The Contractor shall make a reasonable effort to empty each collection vehicle at the end of each day.

Section 62: Spare Vehicles

1. The Contractor shall have a minimum spare ratio sufficient to provide quality service under this Contract. Spare vehicles shall be allowed to collect from any route, collecting any material. Spare vehicles shall meet the appropriate standards set forth herein for normal vehicles. Spare vehicles will be counted toward the average age of the fleet.
2. The Contractor shall be responsible for ensuring that spare assets are available for each subcontractor to meet the above stated standard.
3. When a spare vehicle is used, notification to the County must be received in advance. The advanced notice shall include at a minimum, the date, truck number, route it will be servicing, and commodity serviced. Other information may be reasonably requested by the County. Advance notice type shall be by fax or e-mail, or other reasonable communications as determined by the County.

Section 65: One Vehicle One Purpose

Under this Contract, each collection vehicle shall be designated to collect one (1) type of material such as Garbage, Yard Waste, Recycling, or Bulky Waste. The collection vehicle may not be allowed to switch commodities collected without the prior written approval of the County.

Consideration will be given to Contractors wishing to:

1. Utilize multi-collection type vehicles.
2. Technology and/or processing advances.
3. Bulky waste collections, as long as materials are acceptable at the appropriate disposal site.
4. Improve utilization of assets.
5. Other considerations as may arise.

Any consideration request must be made in writing. The County's decision to the consideration request shall be final and binding.

Section 70: Disposal/Vehicle Inspections and Permits

1. The Contractor is responsible for any and all fees associated with disposal permits, inspection fees, truck stickers, etc. These permits shall be timely obtained and/or posted and/or may be required by a solid waste disposal site, a licensing authority, a government, by truck, by commodity or some other item or combination.
2. The County landfill will charge a one hundred dollar (\$100) annual fee for each disposal sticker required.
3. Prior to the Start Date, and annually thereafter, the County shall have the right to inspect all vehicles used to perform the Contract. The vehicle shall, at a minimum, meet the Federal Department of Transportation standards, as well as requirements listed in this Contract. A fee or reimbursement may be collected from the Contractor for each individual inspection in an amount not to exceed one hundred and fifty dollars (\$150) per inspection. Should a vehicle not pass inspection, the Contractor shall remedy any inspection deficiency identified and have the vehicle re-inspected. All expenses associated with the repair and re-inspection shall be the sole responsibility of the Contractor.
4. The County may do random spot inspections as it deems reasonably necessary.
5. Should the vehicle not pass inspection, the vehicle shall not be used under this Contract until the vehicle has been repaired and passes such re-inspection.

Section 75: Vehicle Specifications

1. On or before the Start Date of this Contract, all vehicles used in collections shall be in good operating order. All collection equipment used under this Contract shall meet all applicable state and federal safety standards.
2. At no time shall the average age of vehicles used in the collection Contract exceed five (5) years in age for any Contractor, the subcontractors vehicles are attributed to the Contractor's fleet.
3. Should a vehicle use a cart tipper/dumper, it shall be designed to empty carts pursuant to ANSI Z245.60-1999 and ANSI Z245.30-1999. Cart tippers/dumpers which do not meet this requirement shall not be used. If a cart tipper/dumper is used that does not meet the above mentioned specification, the Contractor shall be responsible for all damages to Carts to include the cost of repair or replacement.

4. All collections vehicles used to perform functions under this Contract shall be equipped with the following in complete and sound working order:
 - a. Ambient noise back-up alarm.
 - b. Back-up camera with monitor visible from any driving position.
 - c. A 10 pound fire extinguisher.
 - d. A first aid kit.
 - e. Minimum of three safety marking devices (flares, or reflective triangles).
 - f. A rear-mounted strobe light activated while collecting materials.
 - g. Spill kit of a size to handle operational spills.
5. All supervisors vehicles used to perform functions under the Contract shall be equipped with the following in complete and sound working order:
 - a. A 10 pound fire extinguisher.
 - b. A first aid kit.
 - c. Minimum of three safety marking devices (flares, or reflective triangles).
 - d. Spill kit of a size to handle operational spills.

Section 80: Ownership of Equipment

1. All vehicles, facilities, equipment, and property used in the performance of this Contract shall be wholly owned by the Contractor, provided, that leases, conditional sales contracts, mortgages, or other agreements for the use or financing the purchase of vehicles, facilities, equipment, and property may be allowed with the prior written approval of the County.
2. No further encumbrance shall be placed upon any such vehicles, facilities, equipment, and property without the prior written approval of the County.

Section 85: Asset Maintenance and Inventory

The Contractor shall provide the County, prior to the Start Date, a complete inventory showing property, buildings, key assets, and each vehicle (make, model, type, capacity, age, commodity collected, truck number, and VIN) used for performing the Contract. The Contractor may change equipment from time to time with the prior written approval of the County, not to be unreasonably withheld. The Contractor shall maintain assets and a vehicular fleet during the performance of the Contract at least equal substantially to that described in the inventory.

Section 90: Traffic Laws, Noise Control

All vehicles must operate in conformity with all federal, state and local laws, rules, or ordinances related to traffic and noise control.

Section 95: Contractor's Office

The Contractor shall maintain within fifteen (15) miles of Augusta, Georgia (Augusta-Richmond County) an office with local telephone service and such staff as needed to receive and respond to complaints, requests for missed collections, and other coordination with citizens and County staff. Phone service shall include phone lines and voice mail adequate to handle the citizens' and the County's demand as reasonably necessary, cable modem internet access or equivalent speed, as well as designated e-mail account(s) to be used with this Contract. Any voice message or e-mail shall be responded to/returned by the Contractor's office staff within sixty (60) minutes. Office hours shall be 8:00 a.m. to 5:00 p.m., Monday through Friday. The office shall be open 8:00 a.m. to noon any Saturday after a holiday, or on any Saturday that a regularly scheduled route is operated. The Contractor shall also provide a local telephone number where the Contractor may be contacted at any time by the County.

B. Collection Services

Section 100: Collection Area

The Contractor shall provide all collection services called for in this Contract within the following area:

See Exhibit A for a general overview of the Collection Area(s), however;

The County will assign and the Contractor will retain their currently awarded/designated Collection Areas. For Contractors utilizing subcontractors, the subcontractor(s) Collection Areas/Sections may not be altered from their existing state without the prior written approval of the County.

The County reserves the right to request and/or negotiate with the Contractors to swap/exchange portions of Collection Areas throughout the life of this Contract.

Section 102: Days of Collection

The Contractor shall make all collections on the days of Monday through Friday, or as otherwise required by County due to the nature of the services provided. Any deviations to this shall have prior written approval from the County, and the County shall have the final and sole decision.

Section 104: Garbage Collection

Garbage shall be collected twice weekly on a set schedule:

1. The Contractor shall collect the following materials as Garbage: All discarded waste, food, paper, glass, plastic, leather, textiles, cans, and/or other materials normally associated with household waste.
2. The Contractor shall collect Garbage from designated Units which have been placed in the appropriate Cart for collection.
3. The Contractor and the County may by mutual agreement establish other reasonable specifications regulating the size, quantity, configuration, and placement of Garbage eligible for collection.
4. The Contractor shall exercise good faith to ensure that Yard Waste and/or Recycling materials which a customer has properly segregated are not placed in the collection vehicle that collects Garbage. Intentional disposal of Yard Waste and/or Recycling with Garbage shall be subject to Section 560 of this Contract.
5. The Contractor shall collect Garbage which is placed for collections that are in accordance with this Contract. It shall be the Contractor's responsibility to

give notice to the County staff if it believes Garbage is not prepared and/or located per the Contract specifications. Should the Contractor fail to notify the County about a specific Unit(s) that it believes does not meet the conditions of the first sentence of this paragraph than it shall be the Contractors responsibility to collect all such Garbage from such Units(s) as if it was disposed of properly pursuant to the terms of this Contract.

6. If Garbage is left uncollected, the Contractor will leave an explanation (red tag) to help the customer correct the problem and avoid it in the future. Should the Contractor fail to leave a red tag for the customer, it shall be the Contractors responsibility to collect all such wastes left behind as if it was disposed of properly pursuant to the terms of this Contract.

Section 106: Yard Waste Collection

1. Yard Waste shall be collected once every week with the first Garbage collection of the week for the same Units.
2. The Contractor shall collect the following materials as Yard Waste: plant material (leaves, grass clippings, branches, brush, flowers, roots, wood waste, etc.); debris commonly thrown away in the course of maintaining yards and gardens, including sod; and biodegradable waste as approved by the County. The Contractor shall not collect as Yard Waste loose soil, Garbage, food waste, plastics, synthetic fibers, lumber, human or animal excrement, or soil contaminated with hazardous substances.
3. The Contractor shall collect Yard Waste from designated Units which have been placed in piles, bundles, marked, identified, or open top cans or in a kraft paper bag not to exceed 32 gallons in capacity. The Contractor shall not collect Yard Waste cans, kraft bags or bundles that are in excess of fifty (50) pounds each. The Contractor shall not collect Yard Waste that has been placed in plastic bags. Christmas trees will be eligible for collection as Yard Waste, and are not required to meet the above stated standards so long as lights and decorations have been removed.
4. The Contractor shall collect all Yard Waste with size limits of, not larger than five (5) inches in diameter nor longer than five (5) feet, and stacked in piles not to exceed five (5) feet in height, five (5) feet in width and 10 feet in depth.
5. The Contractor and the County may by mutual agreement establish other reasonable specifications regulating the size, quantity, configuration, and placement of Yard Waste eligible for collection.
6. The Contractor shall exercise good faith to ensure that non Yard Waste materials are not placed in the collection vehicle. The Contractor shall not knowingly collect Yard Waste contaminated by fecal matter, unsegregated Garbage, hazardous substances or other ineligible material.

7. The Contractor shall collect Yard Waste which is placed for collections that are in accordance with this Contract. It shall be the Contractor's responsibility to give notice to the County staff if it believes Yard Waste is not prepared and/or located per the Contract specifications. Should the Contractor fail to notify the County about a specific Unit(s) that it believes does not meet the conditions of the first sentence of this paragraph than it shall be the Contractors responsibility to collect all such Yard Waste from such Units(s) as if it was disposed of properly pursuant to the terms of this Contract.
8. If Yard Waste is left uncollected, the Contractor will leave an explanation (red tag) to help the customer correct the problem and avoid it in the future. Should the Contractor fail to leave a red tag for the customer, it shall be the Contractors responsibility to collect all such wastes left behind as if it was disposed of properly pursuant to the terms of this Contract.

Section 108: Recycling Collection

1. Recyclables shall be collected once every week with the second Garbage collection of the week for the same Units on a set schedule.
2. The Contractor shall collect the following materials as Recycling: paper, cardboard, newspaper, plastic, aluminum, bi-metal, steel, tin, and other items determined to be recyclable by the County.
3. The Contractor shall collect Recycling from designated Units which has been placed in the appropriate Bin for collection.
4. The Contractor and the County may by mutual agreement establish reasonable specifications regulating the size, quantity, configuration, and placement of Recycling eligible for collection.
5. The Contractor shall use reasonable efforts to ensure that non-recyclable materials are not placed in the collection vehicle. The Contractor shall not knowingly collect Recycling containing unsegregated Garbage, Yard Waste, hazardous substances or other ineligible material.
6. The Contractor shall collect Recycling which is placed for collections in accordance with this Contract. It shall be the Contractor's responsibility to give notice to the County staff if it believes Recycling is not prepared and/or located per the Contract specifications. Should the Contractor fail to notify the County about a specific Unit(s) that it believes does not meet the conditions of the first sentence of this paragraph than it shall be the Contractors responsibility to collect all such Recycling from such Units(s) as if it was disposed of properly pursuant to the terms of this Contract.

7. If Recycling is left uncollected, the Contractor will leave an explanation (red tag) to help the customer correct the problem and avoid it in the future. Should the Contractor fail to leave a red tag for the customer, it shall be the Contractor's responsibility to collect all such wastes left behind as if it was disposed of properly pursuant to the terms of this Contract.

Section 110: Bulky Waste Collection

1. Bulky Waste shall be collected once every week with the second Garbage collection of the week for the same Units on a set schedule.
2. Bulky Waste refers to furniture, appliances, tires, and other items too large to be reasonably placed into a Cart as defined herein with a size limit of, not longer than five (5) feet, and stacked in piles not to exceed five (5) feet in height, five (5) feet in width and 10 feet in depth, or equivalent volume. Construction debris shall be limited to an amount that is equal to 25% of the allowable pile by volume.
3. The Contractor shall collect Bulky Waste from designated Units which have been placed to the curb for collection.
4. The Contractor and the County may by mutual agreement establish reasonable specifications regulating the size, quantity, configuration, and placement of Bulky Waste eligible for collection.
5. The Contractor shall use reasonable efforts to ensure that non Bulky Waste materials are not placed in the collection vehicle. The Contractor shall not collect Bulky Waste containing unsegregated Garbage, Yard Waste, hazardous substances or other ineligible material.
6. No more than two (2) tires shall be collected from any single Unit per collection.
7. Prior to disposal of any item containing refrigerant, the Contractor shall have had the refrigerant removed/properly recycled by a licensed company in business to do such work. Such proof may be required by a disposal facility, or the County.

The removal/properly recycling of refrigerant shall be at the sole cost of the Contractor.

8. The Contractor shall collect Bulky Waste which is placed for collections that are in accordance with this Contract. It shall be the Contractor's responsibility to give notice to the County staff if it believes Bulky Waste is not prepared and/or located per the Contract specifications. Should the Contractor fail to notify the County about a specific Unit(s) that it believes

does not meet the conditions of the first sentence of this paragraph than it shall be the Contractors responsibility to collect all such Bulky Waste from such Units(s) as if it was disposed of properly pursuant to the terms of this Contract.

9. If Bulky Waste is left uncollected, the Contractor will leave an explanation (red tag) to help the customer correct the problem and avoid it in the future. Should the Contractor fail to leave a red tag for the customer, it shall be the Contractors responsibility to collect all such wastes left behind as if it was disposed of properly pursuant to the terms of this Contract.

Section 112: Additional Carts

1. The residents of the Contract Area may request one or more additional Carts and/or Bins from the Contractor for an additional volume of collection.
2. The Contractor will be paid for extra Carts at the rate specified in Exhibit B.
3. All additional Carts and/or Bins must be approved by the County prior to being delivered.

Section 114: Place of Collection

1. The normal collection point for Garbage, Yard Waste, Recycling and Bulky Waste shall be at curbside or at the right of way. Special arrangements may be made by both the County and the Contractor on a case-by-case basis to accommodate extraordinary situations.
2. The County on a case-by-case basis may require alley collection. If alley collection is required, the County will work reasonably with the Contractor and the affected customer(s) to get all services to the alley to prevent collection from both the alley and the street.
3. The County shall monitor any collection routes or a portion of a route on a regular basis to determine if the Contractor is placing Carts/Bins back in their original locations in a neat and orderly manner after collection. Carts/Bins shall be carefully handled by the Contractor and shall be thoroughly emptied and left substantially near to the location where it was found and standing upright. This work shall be done in a sanitary manner and the Collector shall immediately pick up any waste spilled by the Contractor.
4. The Contractor shall provide special service(s) for those individuals who are unable to place their Carts/Bins out for collection in the usual manner due to being Handicapped/Special Needs at a place mutually agreeable between the County and the Contractor. Any dispute over the correct placement for individuals Handicapped/Special Needs will be finally determined by the

County. In the event that the Contractor is to provide back door service, the property owner must sign a waiver of liability and return it to the Contractor and the County.

5. If it would appear to a reasonable person that the Contractor is not placing Carts/Bins back substantially near their original locations in a neat and orderly manner, the Carts/Bins upright, and thoroughly emptied then the Contractor could face damages as stated in Section 560 Liquidated Damages.

Section 116: Collection from Additional Locations

The County may add additional collection points within the Collection Area at its sole option. This could include items such as County Cans, Bus Stops, Businesses, County Buildings, or any other locations as directed by the County.

Areas of the County that were not included in the awarded Collection Area's may be added to an awarded Collection Area at a later date.

Should services be required that are not called for in this Contract, the Contractor and the County may negotiate to provide said services at a negotiated service level and cost.

Section 120: Force Majeure Clean Up

1. The trigger event for this section shall be when the following items are all met:
 - a. The County enacts the Emergency Management Center and;
 - b. The Contractor is asked to provide services above and beyond the services normally provided for by this Contract.
2. In the event of a Force Majeure that requires clean up, the County must make all requests in writing. The Contractor shall have twenty-four (24) hours after receipt of written notice to start the clean-up project unless Contractor can demonstrate the timeline is unreasonable and shall finish such project within a reasonable time.
3. The Contractor will be paid at the rate(s) specified in Exhibit C of this Contract.
4. Under this provision, the County may alter the specifications of the Garbage, Recycling, Yard Waste, and Bulky Waste to fit the needs of the situation.
5. The County at its sole option may authorize the Contractor to temporarily discontinue one type of service to provide additional resources to other service types.

6. The Contractor shall document the resources used, time to collect, volume and/or weight, or other statistical data as requested for each assigned project as requested by the County.
7. To establish “normal volumes”, the County will average the previous three (3) months tonnages hauled for the specific commodities prior to the event. Then subtract that from the total Force Majeure Clean Up volumes for each month of the clean up. This will determine the additional volumes collected, and the monthly event tonnage that will be paid for the monthly amounts above the three prior month’s average.
8. Should the County decide to discontinue one type of service and replace it with another; the discontinued services average volumes for the previous three (3) months will be deducted from the Force Majeure volumes to accurately reflect the increased volumes due to the event.

Section 122: Eviction, Vacant Lot, Special Clean-up

1. The County may require the Contractor to collect from an eviction. If the materials are not in compliance with other provisions of this Contract the Contractor will be paid at the rate specified in Appendix D of this Contract.
2. The County may require the Contractor to collect from a vacant lot. If the Contractor collects waste from a vacant lot, the Contractor will be paid at the rate specified in Appendix D of this Contract.
3. The County may require the Contractor to collect waste from a property as a special clean-up. If the Contractor collects waste under this provision, the Contractor will be paid at the rate specified in Appendix D of this Contract.
4. All materials under this section will be placed to the curb for collection.
5. The County shall make all requests in writing under this section. The Contractor shall have twenty-four (24) hours from receiving the request to collect said materials.
6. The Contractor shall document the resources used, time to collect, volume and/or weight, or other statistical data as requested for each assigned project as requested by the County.

Section 124: County Clean-up Events

During the term hereof, Contractor shall provide the following Clean-up events at no additional charges:

1. Summer Neighborhood – In the Month of June, the Contractor shall provide unlimited collection of Garbage, Yard Waste, Recycling and Bulky Waste so long as the following is met:

- a. Garbage shall be placed in boxes, bags, cans or other means to properly secure it from blowing away prior to collection, and shall not exceed fifty (50) pounds in weight per box, bag, can, etc.
- b. Contractor shall collect Yard Waste which has been placed in piles, bundles, marked, identified, or open top cans or in a kraft paper bag not to exceed 32 gallons in capacity. The Contractor shall not collect Yard Waste cans, kraft bags or bundles that are in excess of fifty (50) pounds each.

The Contractor shall not collect Yard Waste that has been placed in plastic bags, exceeds a maximum length of (5) feet and/or has a diameter greater than 5 inches.

2. Winter Neighborhood – In the Month of January, excluding the first year of the Contract, the Contractor shall provide unlimited collection of Garbage, Yard Waste, Recycling and Bulky Waste so long as the following is met:

- a. Garbage shall be placed in boxes, bags, cans or other means to properly secure it from blowing away prior to collection, and shall not exceed fifty (50) pounds in weight per box, bag, can, etc.
- b. Contractor shall collect Yard Waste which has been placed in piles, bundles, marked, identified, or open top cans or in a kraft paper bag not to exceed 32 gallons in capacity. The Contractor shall not collect Yard Waste cans, kraft bags or bundles that are in excess of fifty (50) pounds each.

The Contractor shall not collect Yard Waste that has been placed in plastic bags, exceeds a maximum length of (5) feet and/or has a diameter greater than 5 inches.

3. Masters Event – In the full week preceding, during and after the Masters Golf Tournament, an unlimited amount of Garbage shall be collected so long as the following is met:

- a. Garbage shall be placed in boxes, bags, cans or other means to properly secure it from blowing away prior to collection, and shall not exceed fifty (50) pounds in weight per box, bag, can, etc.

Section 126: Time of Collection

The Contractor shall make collections between 6:00 a.m. and 6:00 p.m. Monday through Friday, and 6:00 a.m. to 12:00 p.m. on Saturday if a route is run on that day unless the County authorizes an extension of hours. Such authorizations must be in writing and be prior to any extended hours of operation.

An additional extension of hours will be granted on the Saturday following a holiday that is acknowledged in the Contract (Section 138). Those collection hours shall be 6:00 am to 6:00 p.m.

Section 128: Scheduling of Collection

1. For collection of Garbage, the Contractor shall divide the Collection Area into two reasonably equal collection sectors, with one sector to be collected each Monday and Thursday, and the other sector collected each Tuesday and Friday.
2. The two collection sectors shall be bounded by natural boundaries, such as bodies of water, major highways or arterials when at all possible. Any boundaries that are on secondary or residential roads shall be divided on the back of property lines to ensure both sides of the street are collected on the same day and route. Collections shall be made from Units on a regular schedule on the same day at approximately the same time.
3. Not less than thirty (30) days prior to the start date of this Contract, the Contractor shall supply the County with a map of the Collection Area showing the day(s) of the week for which Garbage, Yard Waste, Recycling and Bulky Waste shall be collected from each sector. Each sector shall be labeled with the day of collection. A second map shall be created for each sector that shall include route boundaries, route numbers, and the truck numbers that will normally collect the route for each commodity/service. Maps must be generated in a format acceptable to the County. Maps must be defined well enough, with enough detail, that County staff may electronically recreate said maps.
4. At least thirty (30) days prior to the start date, the Contractor will notify all Units by direct mail or door hanger, to the service address, of the collection day(s) services will be performed. Notifications shall be in a pre-approved format.

5. Should the Contractor wish to alter routes or days of collection, the Contractor shall provide the County at least twenty one (21) days' notice. Any customers affected by a day change must be notified at least seven (7) days prior to the change via direct mail or door hanger to the service address, and all changes will be made in the first full week of a month. The Contractor shall provide the County an electronic listing of the changes at least seven (7) days prior to the date of the change. The form of notice to the customer shall be subject to the approval of the County
6. The County shall have the opportunity to review and approve any and all routes, day of collection changes or any other changes effecting service and schedules. All requests to alter the current service or schedule shall be made in writing. After approval and before implementation, the County shall receive updated maps of the Collection Area indicating the changes in service and/or schedule at a level equal to those listed above.

Section 130: Work on County Property

The Contractor will ensure that its employees shall, whenever on the County's property, obey all instructions and directions issued by the County to include posted signs. The Contractor agrees that its personnel and the personnel of its subcontractors will comply with all rules, regulations and security procedures of the County when on County property.

Section 132: Disposal and Recycling Locations

1. The Contractor shall deliver all Garbage collected under this Contract to the County's Landfill located at 4330 Deans Bridge Road, Blythe, Georgia 30805, or such other locations as the County may designate, and shall deposit the material collected in the manner directed.
2. The Contractor shall deliver all Yard Waste collected under this Contract to the County's Landfill located at 4330 Deans Bridge Road, Blythe, Georgia 30805, or such other locations as the County may designate, and shall deposit the material collected in the manner directed.
3. The Contractor shall deliver all Recycling collected under this Contract to the County's Landfill located at 4330 Deans Bridge Road, Blythe, Georgia 30805, or such other locations as the County may designate, and shall deposit the material collected in the manner directed.
4. The Contractor shall deliver all Bulky Waste collected under this Contract to the County's Landfill located at 4330 Deans Bridge Road, Blythe, Georgia 30805, or such other locations as the County may designate, and shall deposit the material collected in the manner directed.

5. All items collected and required to go to the County's Landfill shall be delivered Monday through Friday by 5:00 p.m. and Saturday by 12:00 p.m.
6. No disposal fees shall be charged for disposal of Garbage, Yard Waste, Recycling or Bulky Waste. The County shall bear all cost(s) associated with disposal.
7. The County has the right from time to time to change the hours of operation at the County's Landfill.
8. The County has the right from time to time to change the disposal facility for any given commodity which may have different hours of operation than the current disposal facility.
9. Should the County elect to change the disposal facility/location, which causes a significant cost increase to the Contractor, the Contractor may petition the County for an equitable adjustment. If the change in the disposal facility/location causes a significant cost decrease to the Contractor, the County may petition the Contractor for an equitable adjustment.
10. The Contractor shall require that all personnel who exit any vehicle at the Landfill or other disposal facility must wear a "hard hat" at all times and high visibility clothing as set fourth in Section: 220.
11. Any time that materials are not disposed of at the Landfill located at 4330 Deans Bridge Road, Blythe, Georgia 30805, documentation of disposal will be required. Documentation needs will be set by the County but could include items such as yardage, tonnage, date, time, ticket number, copies of tickets, etc.

Section 134: Ownership of Materials Collected

Collected Garbage, Yard Waste, Recycling, and Bulky Waste shall be the property of the Contractor until the collected Garbage, Yard Waste, Recycling, and Bulky Waste is disposed of at the assigned disposal facility. Once materials are disposed of at the assigned disposal facility, the materials collected shall be the property of the County or owner of said disposal facility, subject to the right of a customer to claim lost property of value.

Section 136: Scavenging

No "scavenging" by the Contractor, Subcontractor(s) or any of their employees shall be allowed. Scavenging means sorting through Garbage, Yard Waste, Recycling, or Bulky Waste while collecting, looking for items of possible value or picking out individual pieces for reuse while loading or unloading. Scavenging excludes searches by the original owners for valuables accidentally misplaced or that may be lost.

Section 138: Holiday Schedule

The Contractor shall provide collection services on all legal holidays except New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas. Material regularly scheduled to be collected Thanksgiving Day shall be collected on Friday, the day after Thanksgiving. Friday's material shall be collected on Saturday. If Christmas, New Years Day, Memorial Day, Fourth of July, or Labor Day falls on a regularly scheduled workday, collections will be delayed one day and Friday's materials shall be collected on Saturday. Should a holiday fall on a Saturday or Sunday, no adjustments will be made. Waste will be collected on the regular schedule on the following week.

The Holiday Schedule may be amended from time to time, to meet the needs or wishes of the County.

Section 140: Service Disruptions Due to Weather

Service disruptions due to weather shall occur when one (1) or more of the following events have occurred.

1. The County closes for a weather related issue.
2. The County notifies the Contractor of the County's wish to have the Contractor suspend services for weather related issues.
3. The Contractor notifies the County of the Contractor's wishes to suspend services for weather related issues. The County shall reasonably evaluate the situation, and make a determination of such conditions.

When snow or ice or other weather conditions prevent collection on the scheduled day, the Contractor shall make collection on the next weekday. If such conditions continue for a second consecutive day or more, the Contractor shall, on the first day that regular service to a customer resumes, collect all the materials that the customer is authorized to have, i.e. if one collection day is missed and the customer is on 95 gallon service, the Contractor shall collect 190 gallons of material. On the day that collections resume, the Contractor shall take bags, boxes, and other secure wrappers, and shall empty temporary receptacles that customers have used when the collection Carts/Bins have been filled.

Section 142: Service Disruptions – Non Weather

A number of collection impediments may require special efforts to accomplish collection under this Contract.

1. On-Street Parking

Certain neighborhood streets allow “on-street parking” which may present impediments to curbside collection services. The Contractor shall perform collection services even if the curb is blocked.

2. Blocked Streets/Renovations/Construction

When closure of roadways providing access, blocked streets or other disruption beyond the Contractor’s control prevents timely collection on the scheduled day, the Contractor shall attempt collection later on that collection day. If collection is still not possible, the Contractor must notify the County prior to 4:30 p.m. on the day of service. The Contractor must provide to the County the reason collection was unachievable and the Unit(s) block range, street name, as well as the times that collections were attempted. If collection was not possible, the Contractor shall provide service on the next business day.

Section 144: Missed and Make-up Collections

1. Should the Contractor fail to make a collection on a scheduled day for causes within the Contractor’s control, the Contractor shall make a special make-up collection by the end of the same business day, if notification of the missed collection is received by noon that business day, if notification is received after noon, a make-up collection shall be scheduled for the following business day with collection of the miss to be completed by noon. For the purpose of Section 144, the “business day” includes Saturday.
2. Notwithstanding the foregoing, the County may require the Contractor to do the following:
 - a. Authorize the Contractor to defer the collection and authorize the customer to place a proportionally larger amount of waste on such customers next scheduled collection day, and to accommodate such disposal, the Contractor shall take bags, boxes, and other secure wrappers, and shall empty temporary receptacles that customers have used when the collection Carts and/or Bins have been filled.
3. It shall be a defense to a missed collection that the customer had not made timely placement of his or her waste out for collection; that placement did not comply with provisions of this Contract, or that materials collected did not comply with provisions within this Contract, provided that the Contractor shall have left an approved printed tag (red tag) on all material left because it was not properly prepared, it was overweight, or for other reasons. If Garbage, Yard Waste, Recycling or Bulky Waste is left uncollected, the Contractor will leave an explanation (red tag) to help the customer correct the

problem and avoid it in the future. Should the Contractor fail to leave a red tag for the customer, it shall be the Contractor's responsibility to collect all such wastes left behind as if it was disposed of properly pursuant to the terms of this Contract.

4. Should the customer have failed as outlined above, the County may require the Contractor to do the following, provided that the customer has resolved said issue:
 - a. Authorize the Contractor to collect and authorize the customer to place a proportionally larger amount of waste on such customers next scheduled collection day, and to accommodate such disposal, the Contractor shall take bags, boxes, and other secure wrappers, and shall empty temporary receptacles that customers have used when the collection Carts and/or Bins have been filled. This provision shall exclude Yard Waste and Bulky Waste.
5. The Contractor, no later than 10:00 a.m. the next business day, must notify the County of any collections the Contractor has refused or been unable to make the previous day. It shall include the address, time of attempted collection, and reason for non-collection. This list shall be referred to as the Exception List "EL".
6. If the County transmits a "miss" complaint to the Contractor which is on the EL, and it is a miss which the Contractor should not collect due to the fact that the material is overweight or contains material that should not be collected and a red tag was properly left, the Contractor shall note on the miss that the address is on the EL and note the reason that it was not collected and return the miss complaint to the County within two (2) business hours of its receipt, and the miss shall not be collected.
7. All miss complaints transmitted to the Contractor on Friday must be collected by noon on Saturday. If it appears to the County that the Contractor is not collecting these misses by noon Saturday, the County has the option of contracting with another collection firm to collect these misses. The cost of this option will be deducted from the Contractor's payment.
8. This section applies to omitted collections of a single Unit, a row of Units and/or an entire route.
9. Failure to comply with the above stated provisions shall have Liquidated Damages as stipulated in Section 560.

Section 146: Contract Carts

1. The Contractor shall provide all Garbage carts for this Contract. A specific rental rate will be charged for each Cart used under this Contract for the current month. The cart rental rate will be the monthly rate as specified in Exhibit B of this Contract
2. At the end the initial Contract period, the Contractors Carts shall become the property of the County free and clear, with no further encumbrance due.
3. Should the County elect to replace the Contractors Carts with Carts provided by the County, at any point in the Contract, the Contractor shall promptly remove their Carts and replace them with the Carts provided by the County. Once Carts are received by the Contractor, no further rental rates may be charged for the Contractors Carts as defined above.
4. Should the County elect to replace the Contractors Carts, the Contractor will be paid a proration for the month in which the (County owned) Carts were received by the Contractor. The proration amount for each Cart received by the Contractor shall be calculated by taking the monthly Cart rental rate in Exhibit B and dividing it by thirty one (31) days, then multiplying that number by the number of days from the first of the month until the date the County Carts were received by the Contractor multiplied by the number of Carts received. Prorations and implementation amounts will be paid as follows:
 - a. 0-100 Cart(s) received, the Contractor shall be paid the proration amount.
 - b. 101-200 Carts received, the Contractor shall be paid the proration plus seven (7) days from the date of receipt.
 - c. 201-300 Carts received, the Contractor shall be paid the proration plus fourteen (14) days from the date of receipt.
 - d. 301-400 Carts received, the Contractor shall be paid the proration plus twenty one (21) days from the date of receipt.
 - e. In excess of 400 Carts received, the Contractor shall be paid the proration plus thirty (30) days from the date of receipt.

Example: See Attached Example Below

Section 148: Supplying Garbage Carts

1. The Contractor will supply the Customers with Carts for distribution to the Customer. Carts will be a water-tight plastic container that is provided by the Contractor, that shall not be less than 95 gallons in capacity, fitted with a

sturdy handle, roll able and a tight fitting lid, for the purpose of collecting Garbage.

2. Carts for new customers shall be delivered within two (2) days of notification from either the customer or the County. Carts will be delivered in a clean, sanitary, working condition.
3. The Carts shall be provided with instructions of proper use, including any customer actions that would void manufacturer's warranties, such as placement of hot ashes in the Cart causing the Cart to melt, and procedures to follow to minimize potential fire problems. A pamphlet explaining the dos and don'ts, program requirements, directions for placement of the Cart, and notification of the day of the week when the customer will receive collection will be provided with each Cart.
4. The pamphlet containing the dos and don'ts, program information and the directions for placement shall be supplied by the County.
5. No other cans or Carts may be placed into service unless approved by the County or as otherwise noted in the Contract.
6. Should a customer require a replacement Cart due to loss, stolen or damage, the Contractor has two (2) days to replace the Cart with a Cart in clean, sanitary, working condition. A list of lost or damaged Carts will be provided to the County with the Monthly Report, to include address so the County may bill the appropriate party. The Contractor is responsible for all repairs to Carts. Only factory or approved parts may be used to repair said Carts. Any damaged Carts, which are owned by the County, that can not be repaired by the Contractor shall be returned to the County so they may follow the warranty process.
7. If a customer discontinues service, the Contractor has two (2) days to collect the Cart.
8. All Carts physically returned to the County shall be clean, sanitary, and in working condition, unless being returned for damages beyond repair, then the Cart must be returned clean and sanitary.

Section 150: Supplying Recycling Bins

1. The County will supply the Contractor with Bins for distribution to the Customer. A bin is a water-tight plastic container that is provided by the County, that shall not be less than 65 gallons in capacity, fitted with a sturdy handle, roll able and a tight fitting lid, for the purpose of collecting Recycling.

2. Bins for new customers shall be delivered within two (2) days of notification from either the customer or the County. Bins will be delivered in a clean and sanitary condition.
3. The Bins shall be provided with instructions of proper use, including any customer actions that would void manufacturer's warranties, such as placement of hot ashes in the Bin causing the Bin to melt, and procedures to follow to minimize potential fire problems. A pamphlet explaining the dos and don'ts, program requirements, directions for placement of the Bin, and notification of the day of the week when the customer will receive collection will be provided with each Bin.
4. The pamphlet containing the dos and don'ts, program requirements and the directions for placement shall be supplied by the County.
5. No other cans or Bins may be placed into service unless approved by the County or as otherwise noted in the Contract.
6. Should a customer require a replacement Bin due to loss, stolen or damage, the Contractor has two (2) days to replace the Bin with a Bin in clean, sanitary, working condition. A list of lost or damaged Bins will be provided to the County with the Monthly Report, to include address, so the County may bill the appropriate party. The Contractor is responsible for all repairs to Bins. Only factory or approved parts may be used to repair said Bins. Any damaged Bins that can not be repaired by the Contractor shall be returned to the County so they may follow the warranty process.
7. If a customer discontinues service, the Contractor has two (2) days to collect the Bin.
8. All Bins returned to the County shall be clean, sanitary, and in working condition, unless being returned for damages beyond repair, then the Bin must be returned clean and sanitary.

Section 152: Cart/Bin Storage

The Contractor shall provide storage space for carts and bins. The Contractor shall provide enough space to store the equivalent of two and a half percent (2.5%) of the total number of units serviced for the Collection Area for each type of Cart and Bin offered or cumulative total thereof.

Example

Contract Area has 5,000 units, then the Contractor shall store up to 125 garbage Carts and 125 recycling Bins = 250 total carts/Bins stored.

Section 154: Minimum Cart/Bin Percentage

The Contractor shall keep a minimum inventory of one half of one percent (½%) of each size Cart and Bin used under with this Contract.

Section 156: Cart/Bin Replacement Cost

The County shall have the right to charge the Contractor for the cost of repair or replacement of Carts and/or Bins which are owned by the County, if such repair or replacement is required as a result of abuse or damage caused by the Contractor. The County shall have additional rights to charge the Contractor for the cost of replacement Carts and/or Bins, if such replacement is required as a result of fire or theft caused by the Contractor, or on/from Contractors property .

A list of lost, damaged, destroyed, or stolen Carts/Bins will be provided to the County with the Monthly Report so the County may bill the appropriate party. The Contractor is responsible for all repairs to Carts/Bins. Any damaged Bins that can not be repaired by the Contractor shall be returned to the County.

Section 158: Delinquent and Closed Accounts

The Contractor shall discontinue any and/or all collection services at any Unit(s) as set forth in a written notice sent by the County. Upon further written notification by the County, the Contractor shall resume any and/or all collections on the next regularly scheduled collection day.

Section 160: Meetings and Communication

In order to minimize problems during implementation of the Contract, to provide a forum for discussing and resolving any operational questions or issues that may arise, and for updating the Operations Plan the parties agree to meet on a regular basis as follows:

1. The period from the date the Contract is awarded until six months after the actual collection services begin (or such earlier date as may be mutually agreed to by the parties) shall be referred to as the "Implementation Phase". During the implementation phase, meetings shall be held between representatives of the parties on a weekly basis, or on such more or less frequent basis as may be mutually agreed. The primary purpose of such meetings shall be to develop and/or refine the Operations Plan, to evaluate the Contractor's performance in implementing the Contract, to evaluate Cart and Bin delivery progress or problems, to air and seek resolution of complaints, to discuss any actual or perceived problems with service, and to discuss promotion, public information and public relations.

2. After the Implementation Phase, meetings shall be held at least on a quarterly basis, unless otherwise mutually agreed to, between representatives of the parties. Such meetings shall be held for the purpose of reviewing and discussing day to day operations, promotion, public information, and public relations.
3. Meetings shall be held at the offices of the County unless otherwise agreed. Each party shall be available for at least 90 minutes per meeting, unless otherwise agreed in advance. Meetings shall be held during normal business hours.

Section 162: Program Information During Contract Start-Up

All items listed below may be generated by the County. Prior to the start date of the Contract, the Contractor shall deliver to all Units receiving services, the materials created by the County to address issues such as the following. This list may not be all inclusive.

1. Materials to be collected and how such materials are to be prepared.
2. Date that the customer shall begin using the new Cart/Bin that was delivered.
3. Cart and material placement information.
4. Contractor's telephone number that customers should call for additional information or for questions.
5. Telephone number of the County department that customers can call for additional information or for questions.

The Contractor shall be responsible for informing the Customer of the Collections schedule for each Unit serviced prior to the start date. The format of said information shall be printed, and delivered to each service address via door hanger or other approved format. The Contractor shall have approval from the County prior to any distribution of these materials.

The above information may further be required to be attached to any new Cart/Bin delivered or anytime that a Cart/Bin is delivered to a customer.

The County shall approve all customer information materials, promotions, and educational activities and materials developed by the Contractor in advance of their production, implementation, or distribution. All public information materials will conform to the County's guidelines and include the County's identity.

Section 164: Program Information

The Contractor shall deliver informational packets and/or door hangers to each service address up to two (2) times per year at the discretion of the County. The literature for said information will be generated by the County.

C. Manner of Collection

Section 200: Contractor's Responsibilities

The Contractor shall be responsible for furnishing all labor, materials, equipment, and supervision necessary to perform the collection, processing, and other items described in this Contract.

Section 210: Employee Conduct

1. The Contractor is responsible for providing supervision necessary to ensure that collection employees are courteous, exercise due care, do their work without delay, minimize noise, avoid damage to private property, close and relock all gates and doors that they open, and if on private property, follow the regular pedestrian walkways and paths, and not cross flower beds, lawns or through hedges. While collecting, employees shall wear or carry identification supplied by the Contractor. The identification shall be subject to approval of the County.
2. When the County identifies unsatisfactory conduct by an employee and the County notifies the Contractor of such conduct, the Contractor shall take remedial action. The remedial action shall be appropriate to the level of unsatisfactory conduct, provided that if the County requests of the Contractor that an employee be suspended from further work on the Contract for unsatisfactory conduct, the Contractor will permanently remove the employee from further work on the Contract.
3. The Contractor will notify the County of remedial action taken in its monthly reports.
4. The County will cooperate with the Contractor by supplying to the Contractor the names and contact information, when known, of the complainant as well as known witnesses.
5. Through the process identified above, the County will have the sole right to require the removal and replacement of such employee(s) by the Contractor and/or subcontractors. The County shall exercise such right by providing written notice to the Contractor via U.S. Mail, fax or email. Such notice will include the County's reason for the request.
6. The Contractor will replace any personnel who separate from Contractors employment with equivalently qualified persons. The Contractor will replace such personnel as soon as reasonably possible, and in any event within thirty (30) days after the Contractor receives notice that an employee will be leaving.

7. The term “personnel” shall include all staff provided by the Contractor or its subcontractors who have worked or perform services under this Contract.

Section 220: Employee Uniforms

1. Employees who perform collections or who supervise collection activities shall wear a uniform. Uniforms shall be of similar type and color for collections employees. Supervisors shall have some differing uniform characteristic to identify such authority (such as a different color shirt or notation on their name badge).
2. The uniform shirt shall be worn buttoned up within one button of the top button and tucked into the pants/shorts. The shirts must be kept in a clean professional manner. Shirts must remain free from rips, holes and stains. T-Shirts are allowed, so long as they meet all other Contract provisions. Tank tops and sleeveless shirts are not allowed.
3. The uniform must comply with a minimum standard of the American National Standards Institute “ANSI” class II requirements for visibility. Should the Contractor elect a uniform that does not meet this criteria, then a high visibility alternative (such as a vest) meeting the minimum standard of ANSI class II shall be worn at all times while collecting and disposing of materials under this Contract.
4. The uniform pants/shorts shall be worn above the hips and should have a length not less than one (1) inch above the knees. Pants/shorts must be kept in a clean professional manner. Pants/Shorts must remain free from rips, holes and stains. All pants/shorts must be hemmed and have a finished look.
5. The uniform outerwear must comply with a minimum standard of ANSI class II requirements for visibility. Should the Contractor elect outerwear that does not meet this criteria, then a high visibility alternative (such as a vest) meeting the minimum standard of ANSI class II shall be worn at all times while collecting and disposing of materials under this Contract.
6. All uniform shirts and outerwear shall have the company name placed in a conspicuous place. In addition, supervisors shall have the word “supervisor” placed in a conspicuous place.

Section 230: Spillage

1. The Contractor shall pick up any material scattered or spilled during collection by the Contractor and clean up the area affected within three (3) hours of notification of the incident. Each truck shall carry equipment (such as a broom, shovel spill kit, etc) for this purpose.

2. The Contractor shall immediately, or within one (1) hour of notification, commence clean up of any paint, hydraulic, transmission, or other oil spill, or commence clean up of any spillage which creates a hazardous condition (such as spillage involving glass). For any hazardous spill, the Contractor must notify the County immediately.
3. Failure to comply with these requirements is subject to Section 560 Liquidated Damages.

Section 240: Damage Claims

1. The Contractor shall be responsible for any damages to real property, personal property and personal injury to the extent caused by negligent or willful acts or omissions and is caused in whole or in part by the Contractor, its employees, agents, or subcontractors in performing work under this Contract.
2. The Contractor shall notify the County immediately of any damages and/or damage claims as set forth in the section above, and shall indemnify and hold harmless the County for same. Written notice of any damages and/or damage claims shall be provided to the County within two (2) days, and shall include the name, address, telephone number, description of incident, witness information and the description of the remedy. The Contractor shall actively work to resolve the claim timely, timely shall mean within ten (10) working days after the Contractor has received notice of damages. Claims shall be resolved within thirty (30) days. For extenuating circumstances, upon written request from the Contractor, the County at its sole option may extend the above mentioned time period. If the damage claim is deemed as Contractor's responsibility by law enforcement, their designee, or independent individual/organization trained to investigate such items and is not resolved within the applicable period, the County may take any action it deems necessary to make the injured party whole and deduct the same from amounts due the Contractor.

Section 250: Customer Grievances

The Contractor will designate a representative to adjudicate customer grievances. At the County's request, the representative will join the County in meeting with an aggrieved customer within 24 hours of notification to resolve a complaint about spillage, a refusal to serve or a missed pick-up and/or other deficiency in service or a need for handicapped/special service or other specific Contract provisions.

D. Reporting/Information Requirements

Section 300: Report/Information Specifications

Throughout the life of this Contract a series of reports and information will be required by the Contractor. These reports and information are called for throughout the Contract. The County reserves the right to dictate format, style and to the extent possible, standardization of all reports and information required under this Contract. The County may require reports in hard copy and/or electronic copy for any and all reports. Listed below is a guide to some of the reports/information included in this Contract. This list may not be inclusive of the reports or information required by the Contractor under this Contract. The County further reserves the right to alter the reporting requirements from time to time.

1. Spare vehicle utilization – (Section 62)
2. Asset Inventory List (Section 85)
3. Handicapped/Special Needs – as needed (Section 114)
4. Force Majeure Clean-Up – as needed (Section 120)
5. Eviction, Vacant Lot, Special Clean-Up – as needed (Section 122)
6. Disposal and Recycling – as needed (Section 132)
7. Service Disruption – as needed (Section 142)
8. Red tag, not out, etc. – daily (Section 144)
9. Lost and/or Damaged Carts (Section 148 and 150)
10. Employee remedial action – (Section 210)
11. Damage Claims – (Section 240)
12. Service increase/decrease – (Section 410)
13. CPI increase – (Section 430)
14. Equal Employment – (Section 600 and 610)
15. DBE – (Section 630)
16. Emergency Plan – (Section 700)

E. Compensation

Section 400: Payment for Collection Services

1. The County shall pay the Contractor monthly for all collection services under this Contract. Payment shall be based on the number of Units collected that are receiving Garbage service in the Contract Area.
2. A Unit will be “billable” in the current month if the Unit starts services on the 1st through the 14th day of the month. The Unit will be “billable” the following month if the Unit starts services on the 15th through the 31st day of the month.
3. Should a Unit sit vacant/idle, and no service rendered for a full month, then that Unit shall not be “billable” and should be removed from the Contractors monthly invoice and service list.
4. The County shall deduct any assessments due from the payment owed to the Contractor.
5. The County shall add additional moneys owed for additional services provided for under this Contract.

Section 410: Payment Procedure

1. The Contractor shall generate and submit a service listing of all current customers, including service address and Cart/Bin numbers, which meets the definition(s) provided by the Solid Waste Department, which is at least 99% accurate by November 1, 2005.
2. The Contractor shall maintain its service listing with at least 99% accuracy, listing any service increases or decreases meeting the above stated requirements for the month of December, 2005.
3. The Contractor shall submit a monthly invoice to the County within five (5) business days from the end of the month. The invoice shall be for services performed in the previous month at a Unit Price for that period of the Contract as outlined in Exhibits B, C, and D, as well as Section 400 and other provisions in this Contract.
4. The Contractor shall submit a monthly list of all service increases or decreases to the number of Units as defined by this Contract along with the above stated invoice. The Contractor is required to supply the date the Unit went into service, the address of the Unit, and any Cart/Bin numbers. The net difference will either be added to or subtracted from the prior months final Unit count.

5. The County shall pay the Contractor within thirty (30) days of receipt of an undisputed invoice.
6. Payment requests shall be accompanied by:
 - b. Data supporting the payment request to include a Unit list with name, service address and Cart/Bin number(s) as necessary to substantiate the Contractors right to remittance of the amounts invoiced.
 - c. Certification from the Contractor that it has fully and properly performed all items of the work covered by the payment request, that all insurance and bonds required are in full force and in effect, and all subcontractors and suppliers have been paid from previous requests, and that the Contractor is not in default of any provision of the Contract.
 - d. Certification from the Contractor that it has fully and properly met all obligations under the reporting requirements sections of the Contract, and has done so fully and honestly.
 - e. Payment for services will not be paid until the above mentioned items have been received.
7. Should the County dispute any portion of the invoice, it shall within thirty (30) days of receipt of the invoice, provide the Contractor with a detailed itemized list of such objections.

Section 420: Contract Unit Price

See Exhibit B.

Section 430: Adjustments

1. CPI Adjustment
 - a. The Contractor shall be entitled to one hundred percent (100%) of the actual percentage change in the CPI (as hereinafter defined).
 - b. The "CPI". Means the Consumer Price Index for All Urban Consumers ("CPI-U"), Atlanta, Georgia – Atlanta, Georgia, All Items, 1982-1984 equals 100, published by the United States Department of Labor, Bureau of Labor Statistics ("BLS"), or its successor. If BLS designates an index with a new title or code number or table number as being the continuation of the index cited above, the new index will be used, or if no new index is designated, the most nearly compatible index shall be used.

2. General conditions for adjustments.

- a. The CPI Index percentage change will be determined from January 1st to December 31st of the previous year, with an implementation of the increase on June 1st, and every June 1st thereafter with the first increase starting in June of 2007.
- b. The Contractor must notify the County in writing by March 31st of each year beginning March of 2007, of the amount and percentage of any rate adjustment allowed under this section. If timely notice is not received by the County, no increase will be allowed for that year.
- c. In any event, the adjustment will be limited to a maximum increase or decrease of four percent (4%) annually.

Section 440: Wage Increases for Employees

All wage increases for collectors or any other employees of the Contractor granted during the term of this Contract shall be the sole responsibility of the Contractor. Any benefits or added costs resulting from changes in technology, laws and regulations, labor practices, availability of equipment, and other foreseeable business risks that may affect the performance of this Contract shall be the Contractor's advantage or expense respectively, except noted herein.

Section 450: Withholding and Payment of Tax Liens and Judgments

The County may withhold and pay to the United States of America or to any federal court, or the State of Georgia or any state court, the amount claimed in a levy filed by the United States Internal Revenue Service or the Georgia State Department of Revenue, respectively, the amount directed by a writ of garnishment, writ of attachment, or writ of execution or by an order of a Bankruptcy Court, and/or by any court order, each for monies claimed from the Contractor. When presenting such an order, the County may in its discretion institute interpleading proceedings. The County may make a payment in conjunction with the interpleaded action to the appropriate court. Payments so made or deposited into the registry of the court shall be satisfaction of payment due to the Contractor.

F. Security, Liability, Damages

Section 500: Payment Bond

1. The Contractor shall furnish the County a bond with a corporate surety acceptable to the County in the amount equal to twenty five (25%) of the annual Contract amount. The bond shall be valid and non-cancelable for a period not less than one (1) year and the Contractor shall provide a new bond, or evidence satisfactory to the County of the renew ability of the current bond at least forty five (45) calendar days before it expires.
2. The initial payment bond must be in place fifteen (15) days prior to the Start Date of the Contract.
3. The bond shall be for the use and benefit of the County, with a surety company authorized to do business in the State of Georgia and acceptable to the County. Said bond shall be conditioned that should such Contractor faithfully pay all laborers, mechanics, subcontractors, material men, and all persons who shall supply such Contractor or subcontractors with provisions and supplies for the performance of this Contract, said bond shall be null and void and shall be further conditioned that any person(s) performing such work or services, said bond shall contain appropriate recitations that it is issued pursuant to this Contract.

Section 510: Performance Bond

1. The Contractor shall furnish the County a bond with a corporate surety acceptable to the County in the amount equal one hundred percent (100%) of the annual Contract amount. The bond shall be valid and non-cancelable for a period not less than one (1) year and the Contractor shall provide a new bond, or evidence satisfactory to the County of the renew ability of the current bond at least forty five (45) calendar days before it expires.
2. The initial payment bond must be in place fifteen (15) days prior to the Start Date of the Contract.
3. The bond shall be for the use and benefit of the County, with a surety company authorized to do business in the State of Georgia and acceptable to the County. Said bond shall be conditioned that should such Contractor faithfully perform each and every term, condition, and provision of this Contract, said bond shall be null and void and shall be further conditioned that any person(s) performing such work or services, said bond shall contain appropriate recitations that it is issued pursuant to this Contract.

Section 520: Default of Contractor

1. This section is independent, notwithstanding any other provisions of this Contract. The Contractor may be held in default of the Contract in the event the Contractor:
 - a. Fails to perform ninety percent (90%) of the collections required by this Contract and appears, to the County, to have abandoned the work, or to be unable to resume collections within forty-eight (48) hours.
 - b. Has failed on any occasion of two (2) consecutive working days, in any year, or ten (10) days in a calendar year to perform the collections required by the Contract; except as provided in Section 140.
 - c. Fails to comply with the terms of Section 600 through 640 upon written notice by County with 15 days to cure. Said cure period will only apply to the first offense of similar offenses.
 - d. Fails to furnish and maintain a Performance and/or Payment Bond per Section 500 and 510.
 - e. Fails to furnish and maintain the Insurance requirements per Section 540.
 - f. Fails to be granted and/or receive prior written approval of a change of control or other provision as defined in Section 875.
 - g. Repeatedly neglects, fails, or refuses to comply with any of the terms of the Contract, after having received notice of its obligation to do so.
2. To initiate proceedings under this Section, the County shall give notice to the Contractor and its surety. Within 7 days, Contractor may demand a at which the Contractor may show cause why it should not be declared in default or why it should be given the opportunity to cure said default. In the event the Contractor fails to show, to the reasonable satisfaction of the County, why the Contractor should not be declared to be in default of this Contract, the County may make a declaration of default. In evaluating whether to make such a declaration of default, the County shall, in its discretion, consider the severity of the alleged violations, and the overall performance of the Contractor under the Contract.
3. In declaring the Contractor to have defaulted on the Contract, the County also may order the Contractor to discontinue further performance of work under the Contract and transfer the obligation to perform such work from the Contractor to the surety on the Contractor's performance bond and take any other action it deems advisable.

4. Under receipt of a notice that the work has been transferred to the surety without termination of the Contract, the surety shall take possession of all materials and equipment described in the most recent inventory submitted to the County pursuant to Section 85 hereof, for the purpose of completing the work under the Contract, employ, by the Contract or otherwise, any person and/or all persons needed to perform the work; and provide materials and equipment required therefore. Such employment shall not relieve the surety of its obligations under the Contract of bond. If there is a transfer to the surety, payments shall be made to the surety or its agent for all work performed under the Contract subsequent to such transfer, in amounts equal to those that would have been made to the Contractor had it performed in the manner and to the extent of the surety's performance, and the Contractor shall have no claim upon the same.
5. In the event the surety on the Contractor's performance bond fails to assume or continue performance within two (2) days after its receipt of notice that the work has been transferred to such surety, the Contractor shall be deemed to have leased, subleased, or otherwise license the County to use all, or whatever portion is desired by the County, of the materials and equipment described on the most recent inventory submitted to the County pursuant to Section 85 hereof, for collection (and processing) purposes for a period of up to one (1) year following the date of the declaration of default by the County without requiring the County to execute any other document whatsoever to accomplish such lease, sublease, or license and without requiring the County to post any bond, pledge, deposit or other security for such equipment and materials, but upon the condition that the County pay for the equipment and materials actually used for such collection a market rental that is no greater than (i) the monthly lease, in the event such property is leased by the Contractor, (ii) the periodic installment, in the event such property is being acquired under a purchase Contract, (iii) the periodic financing interest and principal, in the event such property is being acquired under a purchase Contract, or (iv) the financing arrangement; provided, that under no circumstances shall the County be liable during its use of such property for any arrearages, balloon payment, accrued interest, accelerated charges in the event of a default, or other extraordinary payment; nor shall the satisfaction thereof be a condition of the County's interim use of such property; provided, further, that such lease, sub-lease, or license shall be suspended the date the surety on the Contractor's bond or its agent accepts the transfer of work under the Contract.
6. In the event the County secures the performance of work under the Contract at a lesser cost than would have been payable to the Contractor had the Contractor performed the same, then the County shall retain such difference; but in the event such cost to the County is greater, the Contractor and its surety shall be liable for and pay the amount of such excess to the County.

7. All payments due the Contractor at the time of default, less amounts due the County from the Contractor, shall be applied by the County against damages suffered and expense incurred by the County to reason of such default, any excess shall be paid to the Contractor unless otherwise provided herein.
8. Notwithstanding the provisions of this Section, a delay or interruption in the performance of all or any part of the Contract resulting from causes beyond the Contractor's control, as defined in section 880, shall not be deemed to be a default and the rights and remedies of the County provided for herein shall be inapplicable; provided that all labor disputes as defined in section 880 hereof shall not be considered a cause beyond the Contractor's control as defined in section 880.

Section 530: Commitment of Equipment

1. Unless a replacement or substitute is provided, all vehicles, facilities, equipment and property identified in the Contractor's inventory under Section 85 for use in the performance of this Contract (called "such property") shall be available for use in collecting Garbage, Yard Waste, Recycling, and Bulky Waste. When provided, this Section applies to the replacement and substitute.
2. For the duration of this Contract, any document (including a lease to or by the Contractor, financing Contract, acquisition over time, mortgage, or other instrument establishing a security interest) that encumbers or limits the Contractor's interest in such property shall:
 - a. Allow the surety on the Contractor's performance bond to take over the Contractor's obligations and to continue the use of the equipment in service for performance of the Contract;
 - b. Allow the County to take over the Contractor's obligations and to continue the use of the equipment in service for performance of the Contract;
 - c. Exempt the County from liability during its usage of such property for arrearages, balloon payments, accrued interest, accelerated charges on account of a default, or other extraordinary payments, and not make satisfaction thereof a condition of the County's interim usage; and
 - d. Forbare any foreclosure, trustee's sale or other dispossession of the Contractor's interest in such property without giving both the County and surety on the Contractor's performance bond sixty (60) days prior notice, and then make any termination of the Contractor's interest in such property pursuant to such action or the enforcement thereof subject to the requirement of Subsections 1, 2, and 3 of this section.

3. To assure compliance with this Section, the Contractor shall submit to the County for review and approval or disapproval prior to execution all contracts, leases, or other documents for acquisition of, or encumbering or limiting the Contractor's interest in, such property or for replacements thereof and any proposed agreement that would encumber or transfer any interest of the Contractor in such property before the Contractor's execution of such agreement. The County's approval shall not be unreasonably withheld.

Section 540: Insurance

1. Contractor shall at all times during the term of this Contract, obtain and maintain continuously, at its own expense, and file with the County evidence of a policy or policies of insurance as enumerated below, which name the County as an additional insured:
2. A policy of Commercial General Liability Insurance, written on an insurance industry standard occurrence form, including the following coverage's:
 - a. Premises/Operations Liability
 - b. Products/Completed Operations Liability
 - c. Personal/Advertising Injury
 - d. Contractual Liability
 - e. Independent Contractors Liability
 - f. Stop Gap/Employers Contingent Liability
 - g. Explosion, Collapse, or Underground (XCU)
 - h. Fire Damage
3. Such Policy(ies) must provide the following minimum limits:
 - a. Bodily Injury and Property Damage
 - b. \$2,000,000 General Aggregate
 - c. \$2,000,000 Products & Complete Operations Aggregate
 - d. \$1,000,000 Personal & Advertising Injury
 - e. \$250,000 Fire Damage

4. Stop Gap Employers Liability:
 - a. \$1,000,000 Each Accident
 - b. \$1,000,000 Disease – Policy Limit
 - c. \$1,000,000 Disease – Each Employee
5. A policy of Business Automobile Liability including coverage for owned, non-owned, leased or hired vehicles written on an insurance industry standard form or equivalent.

Such policy(ies) must provide the following minimum limit:

- a. Bodily Injury and Property Damage
 - b. \$1,000,000 Per Person
 - c. \$2,000,000 Per Occurrence
6. A policy of Workers Compensation Insurance. With respects to Workers Compensation insurance in the State of Georgia, the Contractor shall secure its liability for industrial injury to its employees in accordance with the provisions of § 34-9-1 et seq, Official Code of Georgia Annotated.

Such policy must provide the following minimum limits:

- a. Statutory coverage for injuries and occupational disease.
 - b. \$1,000,000 Employer's Liability.
7. Any deductible or self-insured retention must be disclosed and is subject to approval by the County. The cost of any claim payments falling within the deductible shall be the responsibility of the Contractor.
 8. If any such policy is written on a "Claims Made" form, the retroactive date shall be prior to or coincident with the Start Date of this Contract. The policy shall state the coverage is "Claims Made", and state the retroactive date. Claims made from coverage shall be maintained by Contractor for a minimum of two years following the expiration or earlier termination of this Contract, and Contractor shall annually provide the County with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the County to assure financial responsibility for liability for services performed.

a. Additional Insured and Primary Insurance Provisions:

Such insurance, as provided under items (1), and (2) above, shall be endorsed to include the County, its officers, elected officials, employees, agents, and volunteers as additional insured, and shall not be reduced or canceled without forty-five (45) days prior written notice to the County. In addition, Contractor's insurance shall be primary and any other insurance maintained by the County shall be excess and not contributing insurance with the Contractors insurance.

b. Evidence of Insurance: The following documents must be provided as evidence of insurance coverage:

- i. A copy of the policies declarations pages, showing the insuring company, policy effective dates, limits of liability and the schedule of forms and endorsements.
- ii. A copy of the endorsement naming the County as an additional insured showing the policy number and signed by an authorized representative of the insurance company for business auto liability and for the commercial general liability policy a form CG 2010 (ISO) or equivalent.
- iii. A copy of the "Endorsement Form List" to the policy or policies showing endorsements issued on the policy, and including any company-specific or manuscript endorsements.
- iv. A copy of an endorsement stating that the coverage's provided by this policy to the County or any other named insured shall not be terminated, reduced or otherwise materially changed without providing at least forty-five (45) days prior written notice to the County.
- v. A copy of a "Separation of Insured" or "Severability of Interest" clause indication essentially that – except with respect to the limits of insurance and any rights or duties specifically assigned to the first named insured and separately to each insured against whom claim is made or suit is brought (Commercial General Liability and Business Automobile Liability Insurance).

c. Policy Rating: All policies shall be subject to approval by the County as to company (must be rated A-:VII or higher in the A.M. Best's Key Rating Guide and licensed to do business in the State of Georgia or issued as a surplus line by a Georgia Surplus lines broker), form and coverage, and primary to all other insurance

- d. Self Insurance: Should Contractor be self insured, under item (1), (2) and (3) above, a letter from a Corporate Officer stipulating if actuarially funds and fund limits; plus any excess declaration pages to meet the Contract requirements. Further, this letter should advise how Contractor would protect and defend the County as an Additional Insured in their Self-Insured layer, and include claims handling directions in the event of a claim.
 - e. Subcontractors: Contractor shall include all subcontractors as insured under its policies or shall furnish separate evidence of insurance as stated above for each subcontractor. All coverage's for subcontractors shall be subject to all the requirements stated herein and applicable to their profession.
9. Failure of the Contractor to furnish and maintain said Insurance requirements shall be considered a material default of this Contract.

Section 550: Indemnity

The Contractor(s) shall defend, indemnify and save harmless the County and the County's officers, employees and agents from any and every claim and risk, and from all losses, damages, demands, suits, judgments and attorney fees, and other expenses of any kind (collectively "losses") arising out of this Contract or the performance thereof; including but not limited to any personal injury, or death of any and all persons (including but not limited to the Contractor, its agents, employees, subcontractors and their successors and assignees, as well as the County or the County's agents and all third parties); and including any property damage of any kind, whether tangible or intangible, including loss of use resulting there from, in connection with or related to the negligent or willful act(s) or omissions of the Contractor or its subcontractor which were caused in whole or in part by the Contractor or its subcontractor while performing work under this Contract, or in connection with or related to (in whole or in part by reason of) the presence of the Contractor or its subcontractors or their property, employees or agents, upon or in proximity to the property of the County or any other property (upon which the Contractor is performing any work called for), except only those losses resulting solely from the negligence of the County.

Section 560: Liquidated Damages – Reasonable pre-estimate of Owners Damages

1. Augusta is committed to delivering quality solid waste disposal services to its citizens and maintaining clean streets and public areas. This Section establishes damages for failure to meet performance standards hereinafter set forth. This Section is independent of Section 511 – Default of Contractor. The County and Contractor expressly agree that the potential harm or injury to the County caused by the following incidents of substandard performance are difficult or impossible to accurately estimate. The County and Contractor stipulate that the following damages are a reasonable pre-estimate of the

probable loss to the County and the public. The parties agree that these provisions for liquidated damages are not intended to operate as penalties for breach of Contract.

2. This Section is independent of Section 520 - Default of Contractor. The amounts agreed to herein for each act or omission are Liquidated Damages. Liquidated Damages may be set-off and deducted from the monthly payment to the Contractor.
3. This section will be effective on and after February 1, 2006.
 - a. Performance
Standard
(Omission): Not placing Carts/Bins back in their original locations in a neat and orderly manner, Carts/Bins upright, and thoroughly emptied. (Section 114)

Damage: \$25 per incident
 - b. Performance
Standard
(Omission): Commencement or completion of collections outside of contract specifications except as expressly permitted herein. (Section 126)

Damage: \$100 per incident (each truck is a separate incident plus starting early and ending late will be considered two events)
 - c. Performance
Standard
(Omission): Failure to collect spillage. (Section 230)

Damage: \$100 per incident per day (each Unit represents a separate incident)
 - d. Performance
Standard
(Omission): Failure to collect missed Garbage, Yard Waste, Recycling or Bulky Waste pursuant to this Contract. (Section 144)

Damage: \$25 per incident to a maximum of \$500 per truck per day for each type of collection (Garbage, Yard Waste, etc.)

e. Performance
Standard

(Omission): Failure to deliver or replace Carts/Bins as specified in the Contract. (Sections 148 and 150.)

Damage: \$25 per Carts/Bins per day.

f. Performance
Standard

(Omission): Failure to start the Contract on the Start Date.

Damage: \$5,000 per day.

g. Performance
Standard

(Omission): Mixing of Contract waste with non-contract waste. (Section 60)

Damage: \$5,000 per event

h. Performance
Standard

(Omission): Intentional disposal of Yard Waste and/or Recycling Materials placed in a collection vehicle collecting Garbage.

Damage: \$100 per incident per day (each Unit represents a separate incident) (Section 104)

4. The liquidated damages set forth above are not intended to compensate the County for any damages other than inconvenience and loss of use or delay in services. The existence or recovery of such liquidated damages shall not preclude the County from recovering other damages in addition to the payments made hereunder which the County can document as being attributable to the above referenced failures. In addition to other costs that may be recouped, the County may include costs of personnel and assets used to coordinate, inspect, and re-inspect items within this Contract as well as attorney fees if applicable.

G. Equal Opportunity/Non-Discrimination, Drug Free Work Place

Section 600: Equal Employment Opportunity

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, creed, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental, or physical handicap, unless based upon a bonafide occupational qualification. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their of race, religion, creed, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental, or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, promotion, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices are provided, setting forth the provisions of this non-discrimination clause.
2. The Contractor agrees that it will inform the County of any alleged violation(s) of employment practices involving any employees who work under this Contract which are asserted in any claims filed with the Equal Employment Opportunity Commission, Labor Department, or any other federal or state compliance agency within ten (10) days of becoming aware of said claim. The Contractor will also inform the County of the final disposition of such cases within ten (10) days of becoming aware of the final disposition.

Section 610: Equal Employment Opportunity – Implementation

1. The Contractor shall obtain in writing from each subcontractor or participant in a joint venture, an affirmative action policy or program and retain such written policy or program for inspection by the County.
2. The Contractor shall be responsible for the compliance of subcontractors or joint ventures. Appropriate sanctions for noncompliance will be imposed on the Contractor. The requirements for the Contractor apply to subcontractors, regardless of tier. The Contractor's responsibility includes obtaining equal employment opportunity documentation from subcontractors or joint ventures and reviewing the same as to validity and compliance. The Contractor shall submit such documentation concurrent with the Contractor's own submittals.
3. The Contractor will, prior to commitment and during the term of this Contract, furnish to the County upon their request and on such form as may be provided

by the County, a report of the affirmative action taken by the Contractor in implementing the terms of these provisions, and will permit access to their records of employment, employment advertisements, application forms, other pertinent data records requested by the County for the purpose of investigation to determine compliance with this provision. If upon investigation, the County finds probable cause to believe that the Contractor has failed to comply with any of the terms of these provisions, the Contractor and the County shall be so notified in writing. The County shall give the Contractor an opportunity to be heard, after ten (10) days notice. If the County finds cause, the County may suspend the Contract and/or withhold any funds due or to become due to the Contractor, pending compliance by the Contractor with the terms of these provisions. Failure to comply with any of the terms of these provisions shall be a material default of the Contract.

4. The foregoing provisions will be inserted in all subcontracts for work covered by this Contract.

Section 620: Contractor's Hiring Goals - Gender

1. Without granting preferential treatment on the basis of gender, and without compromising the Contractor's commitment to equal opportunity in employment practices, the Contractor agrees to use good faith efforts to ensure there are fair opportunities for women to participate in its workforce. The Contractor shall provide the County with Annual reports or proof as reasonably requested demonstrating its good faith efforts to comply with this goal.
2. Good Faith Effort as used in this Section refers to the Contractor's affirmative efforts to ensure there are fair opportunities for qualified women to participate in the non-traditional aspects of the solid waste collection industry.
3. Evidence of the Contractor's Good Faith Efforts shall include but will not be limited to:
 - a. Efforts to ensure awareness by women of employment opportunities in the industry through (i) providing materials to be circulated and distributed concerning the breadth of opportunities, including, notices of full and part-time position openings and (ii) making clear to potential applicants the Contractor's commitment to bring eligible employees into its workforce., regardless of gender.
 - b. Efforts to assist all employees without regard to gender in being able to handle (i) the physical demands of the job through training in safety procedures, (ii) training in proper lifting techniques and other injury prevention measures and (iii) training in driving and operating equipment and;

- c. Efforts to maintain an equal opportunity work environment by (i) having regular and semi-annual planning/training sessions with workers outlining the Contractor's policy prohibiting harassment, sexual harassment and its intention to strictly enforce the policy, (ii) offering women employees training to mitigate possible intimidating aspects of being the first female members of a traditionally male dominated occupation, (iii) offering training in increased productivity methods, and (iiii) providing special training to supervisory personnel for purposes of EEO and sexual harassment policy implementation.
4. The foregoing provisions will be inserted in all subcontracts for work covered by this Contract.

Section 630: Good Faith use of Disadvantaged Business Enterprises

It is an official policy of the Augusta-Richmond County Commission, other Augusta-Richmond officials, and employees, that all necessary and reasonable steps shall be taken to ensure that disadvantaged business enterprises including small business enterprises have the maximum opportunity to compete for and participate in all contracts and subcontracts. Further, the Augusta-Richmond County Commission has the option to establish incentives to promote business opportunities covered by Augusta-Richmond County Code§ 1-10-61.

To implement this policy, County encourages minority participation through subcontracting, joint ventures, or other methods in contracting for services. In order to expedite the evaluation process, we have attached is the Checklist for Good Faith Efforts, Proposed Disadvantaged Business Enterprise Participation, and Letter of Intent to Perform forms. The Contractor should complete the Proposed DBE Participation Form, indicating the percentage of participation for this Contract. Augusta-Richmond County's office of Disadvantaged Business Enterprise is available at (706) 826-1325 as a resource in identifying local Disadvantaged Business Enterprise (M/WBEs and SBEs).

Definition(s)

1. **Minority Person** – A United States citizen or permanent resident alien (as defined by the Immigration and Naturalization Service) of the United States, who is Asian, Black, Hispanic, Native American, or female, also one who is economically and socially disadvantaged.
2. **Disadvantaged Business Enterprise (M/WBE and SBE)** - A business which is owned or controlled by minority persons who have been deprived of the opportunity to develop and maintain a competitive position in the economy because of social and economic disadvantages. The ownership interest must be real and continuous and not created solely to meet the minority business or

minority contractor provisions of this Policy. More specifically, disadvantaged business refers to any small business concern which:

- a. Is at least fifty-one 51% owned by one or more minority citizens of the United States who are determined to be socially and economically disadvantaged?
 - b. Is a corporation, with fifty-one percent (51%) of all classes of voting stock of such corporation must be owned by an individual determined to be socially and economically disadvantaged.
 - c. Is a partnership, with fifty-one percent (51%) of the partnership interest is owned by an individual or individuals who are socially and economically disadvantaged and whose management and daily business operations are controlled by individuals determined to be socially and economically disadvantaged. Such individuals must be involved in the daily management and operation of the business concerned
3. **Women Business Enterprise (WBE)** – A business which is owned and controlled by one or more females and who have been deprived of the opportunity to develop and maintain a competitive position in the economy because of social and economic disadvantages.
4. **Small Business Enterprise (SBE)** – A local small business which has its principal office and place of doing business in Augusta-Richmond County which is not dominant in its field of operation and is regarded as small in size as measured by its annual gross receipts being less than \$500,000.

DBE Utilization

1. **Obligation**
 - a. Contractors are required to make all possible efforts that are reasonable to ensure that M/WBEs and SBEs have full and fair opportunities to compete for performance by complying with the requirements of this clause. Included in these requirements is the achievement of a good faith effort to utilize Disadvantaged Business Enterprise under this Contract either directly or indirectly through work, services or supplies or other available means, and/or substantiation that there is a good faith effort to ensure that DBEs had the maximum opportunity to participate in the performance of work under this Contract. Contractors shall not discriminate on the basis of race, ethnicity, national origin or gender in the award and performance of the work under this contract.

2. Compliance

- a. The Contractors participating in this contract are hereby notified that failure to fully comply with the County's DBE policy, as set forth herein, shall constitute a breach of contract which may result in termination of the Contract or such other remedy as deemed appropriate by the County.

3. Requirements and procedures subsequent to Contract award and prior to issuance of notice to proceed

- a. Upon approval of the required DBE utilization documentation, including but not limited to (Contractor's DBE Utilization Form; Proposed DBE Participation Form) the successful Contractor shall enter into a subcontract with each approved subcontractor. A copy of said sub-contract shall be provided to the County prior to the start date of the Contract. The Contractor, thereafter shall neither terminate nor significantly reduce the scope of work to be performed by, or significantly decrease the price to be paid to, the subcontractor there under, without, in each instance, prior written approval of the County. All requests are to be made in writing. An additional copy of said request shall be sent to:

Director of Disadvantaged Business Enterprise
501 Greene Street, Suite 304
Augusta, Georgia 30901

- b. DBE Substitutions – Failure to comply with the terms of the Contract, including required use of DBE's as indicated on the Contractor's Statement of the DBE Utilization form constitutes breach of contract, and may lead to the cancellation or termination of the Contract. The Contractor must notify the County, in writing of the necessity to substitute a new DBE in order to fulfill the DBE requirements prior to a substitution being made. The letter requesting approval of a substitution must give specific reasons for justifying release by the County of prior DBE commitments specified in the Contractor's proposal. An additional copy of said request shall be sent to:

Director of Disadvantaged Business Enterprise
501 Greene Street, Suite 304
Augusta, Georgia 30901

Actual substitution or replacement of DBEs to fulfill the DBE Contract requirements shall not be made before the County's written approval is given as the acceptability of the substitute DBE.

- c. After award of the Contract, no waiver of the DBE requirements will be granted except in exceptional circumstances. Requests for complete or partial waiver of the DBE requirements of this Contract must be submitted in writing to the County, stating all details of the request, the circumstances, and any additional relevant information. The request must be accompanied by a record of all efforts taken by the Contractor to locate specific DBEs, to solicit DBE bids, and to seek assistance from the Office of the Disadvantaged Business Enterprise, (706) 826-1325. An additional copy of said request shall be sent to:

Director of Disadvantaged Business Enterprise
501 Greene Street, Suite 304
Augusta, Georgia 30901

In cases, where an enterprise was previously considered to be DBE is found not to be bona fide, the County will consider the following special criteria in evaluating a waiver request.

1. Whether, the prime contractor was reasonable in believing the enterprise to be a bona fide DBE; and
2. Whether reasonable efforts were taken to substitute the DBE involved.

4. Reporting requirements and post award compliance

- a. To assist the County in determining the responsibility of the Contractor in adhering to the DBE requirements of the Contract, the successful Contractor shall submit the DBE validating information.
 1. Attachment "A" and Attachment "B" shall be completed and submitted with proposal in a separate sealed envelope, indicate N/A if no participation.
 2. All firms must have a valid and current certification awarded by the Office of the DBE; Department of Transportation; GDOT; or other recognized certification entity.
- b. Any Contractor found to have knowingly engaged in or participated in any attempt, directly or indirectly, to evade the requirements of this DBE Contract clause may be declared ineligible for any future contracts paid for, in whole or in part by the County. Furthermore, the Contractor may be held liable to the County for any forfeiture of funds or damages caused by a delay in the award or performance of the Contract resulting from the Contractor's non-compliance.
- c. During the performance of the work under this contract, the Contractor shall keep such records as are necessary to determine compliance with its DBE

utilization obligations. Records to be kept by the Contractor will indicate the actual DBE and non-DBE contractors, types of work being performed, actual dollar value of work, services, and procurement (See Attachment C). Notice shall be made in writing, and include a copy to the Office of Disadvantaged Business Enterprise, any time during the contract period that the Contractor anticipates the established DBE requirements on the Contract will not be achieved. In the event the Contractor does not achieve the established requirement, the records shall also include the following: (i) the progress and efforts being made in seeking out disadvantaged contractors for work on this project; and (ii) documentation of all correspondence, contacts, telephone calls, etc., to obtain the services of disadvantaged business enterprises on this project.

- d. During the Contract period, the Contractor shall submit reports (See Attachment C) monthly on contracts and other business transactions executed with DBEs with respect to the records cited to exact provision the records are referred to. The reports shall be in such a form, manner, and content as prescribed by the County. The report (See Attachment C) shall be submitted with each request for payment, no later than five (5) business days from the end of the month with a copy going to both the Solid Waste Department as well as to the Office of Disadvantaged Businesses Enterprise.

Section 640: Non-Discriminatory Service

The Contractor will not discriminate against any customer or County resident in the provision of service or quality of service on account of race, religion, creed, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide qualification to or for service. The Contractor shall provide the same good quality service throughout the Collection Area without regard to racial, ethnic, or cultural characteristics or relative standard of living of the neighborhood.

Section 650: Drug –Free Workplace

1. The County is a drug-free workplace employer. The Contractor hereby certifies that it has or it will within thirty (30) days prior to the Start Date of the Contract:
2. Notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace and specifying actions that will be taken for violations of such prohibition;
3. Establish a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Contractor's policy of maintaining a drug-free workplace, (iii) any available drug counseling,

rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations;

4. Notify each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlined above, and (ii) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace not later than five (5) days after such conviction;
5. Impose a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by, an employee convicted of a drug crime;
6. Make a good faith effort to continue to maintain a drug-free workplace for employees; and require any party to which it subcontracts any portion of the work under the Contract to comply with the above provisions.
7. A false certification or the failure to comply with the above drug-free workplace requirements during the performance of the Contract shall be grounds for suspension, termination or debarment.
8. The foregoing provisions will be inserted in all subcontracts for work covered by this Contract.

H. Operations Plan, Emergency Plan

Section 700: Operations Plan

1. After the Contract has been awarded and no less than ninety (90) days prior to the Start Date, the Contractor shall prepare and submit to the County a comprehensive and detailed Operations Plan, which describes in detail all tasks, procedures and resources associated with the transition from the County's current Contract for Garbage, Yard Waste, Recycling and Bulky Waste collection to the awardees of this Contract. The Operations Plan, once approved by the County, will become a part of this Contract.
2. The Operations Plan shall spell out in detail all costs, steps, tasks, activities, events, procedures and resources necessary for the Contractor to provide for a smooth and efficient transition from the County's current service providers to the Contractor awardees, with minimum disruption to the County's Customer. The Operations Plan will further contain a time line and completion date for all such tasks and activities. The Contractor will ensure that certain essential operations as set forth in the Operations Plan will not be interrupted by any part of the transition. The Contractor shall seek the County's input in developing the Operations Plan, and the Operations Plan shall not be deemed final until accepted in writing by the County.
3. The Operations Plan shall be maintained by the Contractor, and shall be updated and submitted to the County on a weekly basis throughout the implementation phase to reflect the current status of all work. Aside from updates to show tasks accomplished, no changes to the Operations Plan shall be made without the prior written approval of the County.
4. The County shall have the right to audit, on its own behalf or through agents, the Operations Plan and the progress of all work throughout the implementation. The County or its agents shall be entitled to conduct audits as it sees fit.
5. The Contractor will adhere to the schedule set forth in Operations Plan regarding the transition and implementation of its Garbage, Yard Waste, Recycling, and Bulky Waste. There shall be no extensions of the time periods or completion dates set forth in the Operations Plan without the County's written consent.
6. When stating days in the Operations Plan, it is to be based on Calendar Days.
7. Throughout the implementation phase weekly reports will be made to the County regarding the progress of the transition.

8. Samples of items to include in the operations plan would be;
 - a. Acquiring assets, preparing assets for collection, scheduling asset inspections, etc.
 - b. Asset Inspections.
 - c. Developing asset inventory lists.
 - d. Setting up contractors offices.
 - e. Ensuring disposal stickers are purchased, and placed on vehicles.
 - f. Setting up routes, and creating service maps.
 - g. Procedures for notifying customers of new collection days.
 - h. Procedures for orientation of collection and Cart/Bin delivery personnel including route coordination/cooperation with County staff.
 - i. Identifying handicapped/special needs customers.
 - j. Procedures for transmitting information to and from the County and the Contractor
 - k. Procedures for applying, appealing and reversing liquidated damages.
 - l. Standards for electronic transfer of information.
 - m. Acquisition of bonds and insurance.
 - n. Developing an emergency plan.

Section 710: Emergency Plan

1. At least thirty (30) days prior to the Start Date, the Contractor shall submit an Emergency Plan to the County which shall detail those actions which the Contractor will take to deal with emergency situations such as extreme cold temperatures, snow/ice, fire, or natural disaster which would require a deviation from normal operating procedures.
2. The Emergency Plan shall also include emergency phone numbers of the Contractor, and for key contact persons, such that a responsible contact person is available to the County at all times. The Emergency Plan must also include customer notification procedures.

3. Upon submission of the Emergency Plan to the County, the County shall approve or reject the Emergency Plan. If the Emergency Plan is rejected, the Contractor and the County will begin negotiations to develop a mutually agreeable Emergency Plan prior to the Start Date of the Contract.
4. The emergency plan shall be updated annually in the month of January. Additional updates are required when items in the plan change or need updated.

I. Ancillary Provisions

Section 800: Assignment of Pledge of Monies by the Contractor

The Contractor shall not assign or pledge any of the monies due under this Contract without securing the written approval of the surety on the performance bond as well as the payment bond and providing at least thirty (30) days prior written notice to the County of such assignments or pledge together with a copy of the surety's approval(s) thereof. Such assignments or pledge, however, shall not release the Contractor or its sureties from any obligations or liabilities arising under or because of this Contract.

Section 805: Assignment, Subcontracting, Delegation of Duties

1. The Contractor may not sub-Contract more than 50% of the total amount of collections and total work under this Contract without the prior written approval of the County. The County's decision shall be final and binding.
2. Except for the subcontracting identified in the Contractor's proposal, the Contractor shall not assign or subcontract or transfer any of the work or delegate any of its duties under the Contract without the prior written approval of the County, which approval may be withheld in the County's sole discretion. Notwithstanding the foregoing, the County's approval shall not unreasonably be withheld if the Contractor proposes to assign or transfer this Contract to an affiliate of the Contractor or to Contractor's parent corporation, provided that Contractor can establish to the reasonable satisfaction of the County that (i) the assignee or transferee will operate the Contract in substantially the same manner as the Contractor, will use substantially the same management and collection personnel as Contractor, and possesses substantially the same financial capabilities as Contractor and (ii) the assignee or transferee is not affiliated in any way with the company that has a Contract for residential collection with the County for the portion of the County outside the Contractor Collection Area.
3. In the event of an assignment, subcontract, or delegation of duties, the Contractor shall remain responsible for the full and faithful performance of the Contract and the assignee, subcontractor, other obligor shall also become responsible to the County for the satisfactory performance of the work assumed. The County may condition its approval upon the delivery by the assignee, subcontractor or other obligor of its covenant to the County to fully and faithfully complete the work or responsibility undertaken.
4. During the term of this Contract, the Contractor shall not have an ownership interest in any other company that has a Contract for residential collection with the County.

5. Should a Contractor sub-contract work under this contract, a sub-contract contract/agreement shall be generated in writing. This agreement shall at a minimum include the area to be serviced, the price that the sub-contractor shall be paid, and the required sections under this contract that flow through to a sub-contractor. A copy of said agreement(s) shall be provided to the County within fourteen (14) days of execution.

Section 810: Audit and Inspections

1. During the term of the Contract and for a period of one (1) year after the termination or expiration of the Contract for any reason, the County shall have the right to audit, either itself or through an agent, the books and records (including but not limited to technical records) of the Contractor to ensure the Contractor's compliance with all the terms and conditions of the Contract.
2. During the term of the Contract, the County shall have the right to inspect any item deemed necessary to ensure that Contract provisions are/were being met. This can include, but is not limited to; site visits to the office or other locations used under this Contract, disposal locations, field, shop inspections or equipment, etc.

Section 815: Contractor Will Not Sell or Disclose Data

The Contractor will treat as confidential information, all data in connection with the Contract. County data processed by the Contractor shall remain the exclusive property of the County. The Contractor will not reproduce, copy, duplicate, disclose or in any way treat the data supplied by the County in any manner except as contemplated by this Contract.

Section 820: No Publicity

No advertising, sales promotion or other materials of the Contractor or its agents or representatives may be distributed to customers without prior written approval of the County. The Contractor, its agents or representatives shall not reference this Contract or the County in any manner without the prior written consent of the County.

Section 825: Contract Rights

1. The parties reserve the right to amend this Contract from time to time by mutual agreement in writing.
2. Rights under this Contract are cumulative, and in addition to rights existing at common law.
3. Payment by the County and performance by the Contractor do not waive their Contract rights.

4. Failure by either party on any occasion to exercise a Contract right shall not forfeit or waive the right to exercise the right of another occasion. The use of one remedy does not exclude or waive the right to use another.

Section 830: Open Records Act

Contractor acknowledges that County records including this Contract are subject to Georgia's Open Records Act.

Section 835: Interpretation

1. This Contract shall be interpreted as a whole and to carry out its purpose. This Contract is an integrated document and contains all the promises of the parties; no earlier oral understandings modify its provisions.
2. Captions are for convenient reference only. A caption does not limit the scope or add commentary to the text.

Section 840: Law; Venue

The laws of the State of Georgia shall govern the validity, construction and effect of this Contract. The venue for any claims, litigation or causes of action between the parties shall be in the Superior Court of the Richmond County, Georgia.

Section 845: Discretionary Waiver of Right to a Jury Trial

The Contractor and County may waive all rights to have a trial by jury in any action, proceeding, claim, or counterclaim brought by either of them against the other on any matter whatsoever arising out of or in any way related to or connected with the Contract.

Section 850: Specific Performance and Injunctive Relief

The Contractor agrees that the services are critical to the County's operation and that monetary damages are not an adequate remedy for the Contractor's failure to provide services as required by the Contract, nor could damages be the equivalent of the performance of such obligation. Accordingly, the Contractor hereby consents to an order granting specific performance of such obligations of the Contractor in a court of competent jurisdiction within the State of Georgia. The Contractor further agrees that a failure by it to perform the services in the manner required by the Contract will entitle the County to injunctive relief.

Section 855: Notices

1. All official notices or approvals shall be in writing. Unless otherwise directed, notices shall be delivered by messenger, by certified or registered

mail, return receipt requested, or by fax to the parties at the following respective addresses:

To the County:

Assistant Director
4330 Deans Bridge Road
Blythe, GA. 30805
(706) 592-9634 Phone
(706) 592-1658 Fax

To the Contractor:

General Manager
5734 Columbia Road
Grovetown, GA. 30813
(706) 790-7920 Phone
(706) 434-0254 Fax

2. Either party may from time to time designate a new address for notices. Unless a return receipt or other document establishes otherwise, a notice sent by U.S. Mail shall be presumed to be received the third business day after its mailing.

Section 860: Severability

Should any term, provision, condition, or other portion of this Contract or its application be held to be inoperative, invalid, or unenforceable, and the remainder of the Contract still fulfills its purposes, the remainder of this Contract or its application in other circumstances shall not be affected thereby and shall continue in force and effect.

Section 865: Interest of the Parties

The Contractor covenants that its officers, employees and shareholders have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner of degree with the performance of services required under the Contract.

Section 870: No Bribery

The Contractor certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the forgoing has bribed or attempted to bribe an officer or employee of the County in connection with the Contract.

Section 875: Change in Control – Legal Counsel

1. In the event of a change in “Control” of the Contractor (as defined below), the County shall terminate the Contract for default unless the County has granted prior written approval. Such approval shall be at the sole discretion of the County. Any approval by the County for transfer of ownership or control shall be contingent upon the perspective controlling party becoming a signatory to the Contract and otherwise complying with the terms of the Contract. The Contractor shall notify the County within ten (10) days after it becomes aware that a change in Control will occur. As used in the Contract, the term “Control” shall mean the possession, direct or indirect of either;

- a. The ownership of or ability to direct the voting of, as the case may be fifty one (51%) or more of the equity interest, value or voting power of the Contractor; or
- b. The power to direct or cause the direction of the management and policies of the Contractor whether through the ownership of voting securities, by Contract or otherwise.

Section 880: Force Majeure

- 1. The Contractor shall not be liable for any failure or delay in the performance of its obligations pursuant to this Contract (and such failure or delay shall not be deemed a default of this Contract or grounds for termination hereunder if all of the following conditions are satisfied:
 - a. If such failure or delay
 - i. could not have been prevented by reasonable precaution, and
 - ii. cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work around plans, or other means, and
 - b. If and to the extent such failure or delay is caused, directly or indirectly by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions, or revolutions, or court order.
- 2. Upon the occurrence of an event which satisfies all of the conditions set forth above, the Contractor shall be excused from any further performance of those obligations pursuant to this Contract affected by the Force Majeure for as long as;
 - a. Such Force Majeure event continues and,
 - b. The Contractor continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.
- 3. Upon the occurrence of a Force Majeure event, the Contractor shall immediately notify the County by telephone and confirmed in writing within two (2) days of the occurrence of a Force Majeure and shall describe in reasonable detail the nature of the Force Majeure. If any Force Majeure prevents the Contractor from performing its obligations for more than five (5) days, the County may terminate this Contract.

4. Strikes, slow-downs, walkouts, lockouts and individual disputes are not excused under this provision.

Section 885: Dispute Resolution

1. In the event of a dispute arising under this Contract, the parties shall continue performance of their respective obligations under this Contract and shall attempt to resolve such dispute in a cooperative manner. If the parties are unable to resolve the dispute, then, in addition to and without waiving any rights and remedies under this Contract or under civil or common law, the parties may voluntarily agree to arbitration pursuant to the terms of this section.
2. Within fifteen (15) days after agreement to arbitration has been reached, each party shall submit the name of its own arbitrator, selected from a panel of persons qualified by the American Arbitration Association and the two arbitrators shall select a third arbitrator from such panel within fifteen (15) days thereafter, or in case of a disagreement concerning the appointment of the third arbitrator, the third arbitrator shall be appointed from such panel by the presiding judge of Richmond County Superior Court. During such time that the arbitrators are being selected or appointed, the parties shall continue to negotiate in good faith to resolve their dispute in a cooperative manner.
3. The arbitrators shall apply applicable provisions of Georgia law in reaching their determination. The determination by the arbitrators shall be final and binding on the parties, and any judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof. The County and Contractor shall use their best efforts to conclude all arbitration proceedings involving fee and rate adjustment disputes within thirty (30) days following the commencement of such arbitration proceedings. Any arbitration determination granting an increase in fees or rates may include an award of interest at the statutory rate until the date the increase becomes effective.
4. The arbitrators shall have the authority, but shall not be required, to award to the prevailing party in the arbitration proceedings reasonable attorneys fees, expert and non-expert witness costs and expenses, and all other reasonable costs and expenses incurred directly or indirectly in connection with the proceedings provided, however, the costs of the arbitrators shall be shared equally by the parties.

Augusta, Georgia (Augusta-
Richmond County, Georgia)
By: _____
As its Mayor

Attest:

Clerk of Commission

The foregoing Contract is hereby executed by the below-listed parties:

Contractor: _____

By: _____

As its: _____

Sworn to and subscribed before me this _____ day of
_____, 2005.

Notary Public

My Commission Expires: _____

Example From Section 146

Assumptions

1. Cart rental rate in Exhibit B = \$2.00
2. County elects to replace 250 carts.
3. Carts were received by the contractor on the 15th of the month.

Calculations

Proration Amount

1. $(\$2.00/31) = \$0.0645$ (cents per day per cart)
2. $(\$0.0645*15) = \$0.9675$ (prorated amount per cart based on date received)
3. $(\$0.9675*250) = \$241.88$ (amount owed based on prorated amount and the number of carts)

Implementation Amount

1. $(\$0.0645*14) = \$0.903$ (prorated amount multiplied by allowed implementation days)
2. $(\$0.903*250) = \$225.75$ (amount owed based on 14 days implementation multiplied by 250 carts)

Total owed to Contractor

\$241.88 for prorated amount plus \$225.75 for implementation period = \$467.63

5. The County may ship the Contractor Carts which are assembled, unassembled, in single, limited, or truckload quantity.
6. All cost(s) associated with assembly and delivery of said carts shall be that of the Contractor.

Exhibit A: Collection Area(s)

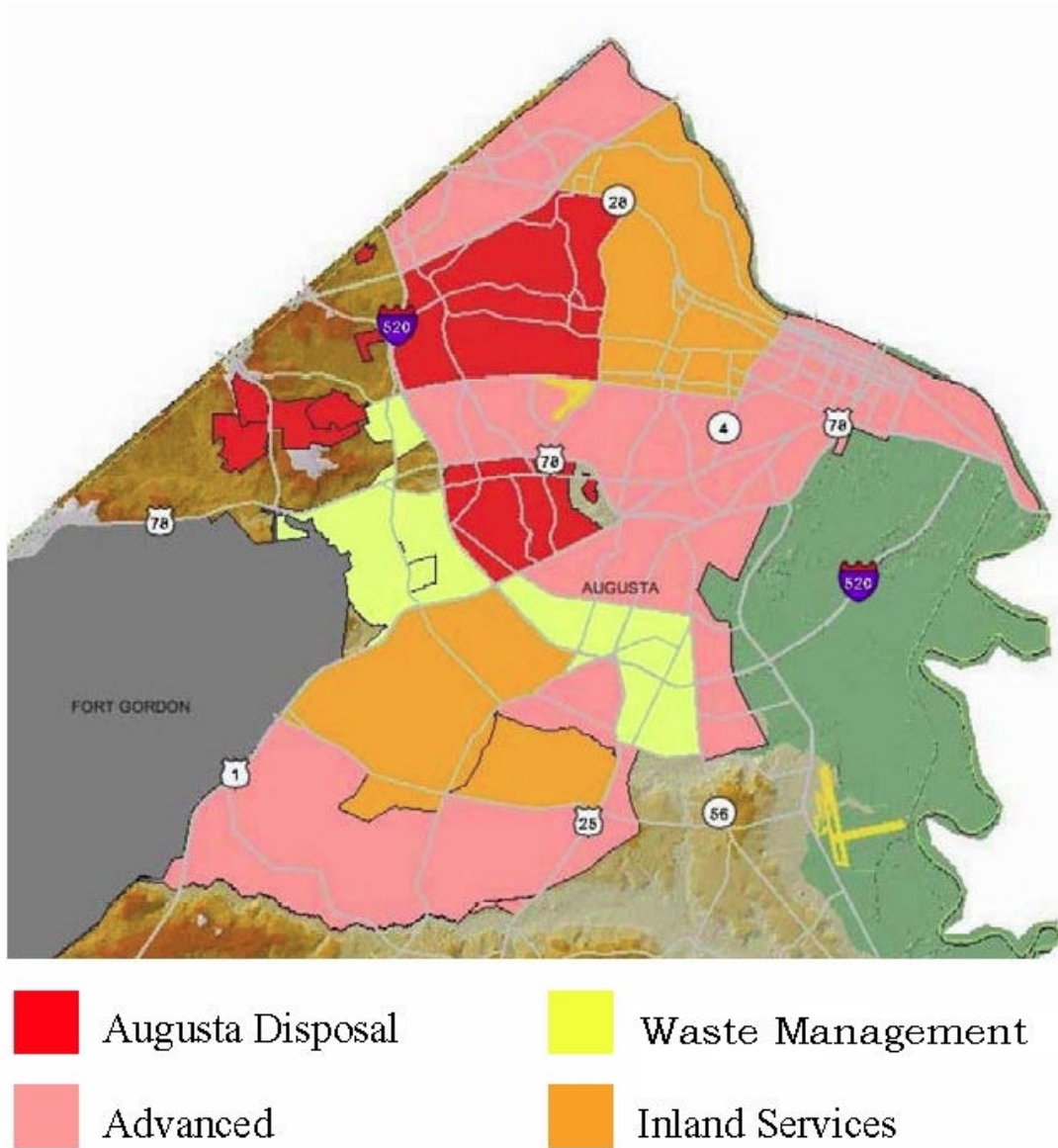


Exhibit B: Rate Table

<u>Services</u>	<u>Twice per week</u>	<u>Once per week</u>
Garbage	\$7.69	
Recycling		\$1.60
Yard Waste		\$3.75
Bulk Waste		\$0.59

Monthly Collections Cost

\$13.63

<u>Additional Services</u>	<u>Monthly</u>
Cart Rental Fee (per garbage cart provided by Contractor)	\$1.25
Extra Garbage Collection (per additional cart serviced)	\$3.75
Extra Recycling Collection (per additional cart serviced)	\$1.00

Exhibit C: Force Majeure Rate Table

	<u>Rate</u>	<u>Rate Per</u>
10 Yard Roll Off	\$195.00	Pull
20 Yard Roll Off	\$195.00	Pull
30 Yard Roll Off	\$195.00	Pull
40 Yard Roll Off	\$195.00	Pull

	<u>Regular Time Rate</u>	<u>Overtime Rate</u>	<u>Rate Per</u>
15-24 Yard Rear Load (Driver and Helper)	\$175.00	\$250.00	Hour
25 Yard or Larger Rear Load (Driver and Helper)	\$175.00	\$250.00	Hour
15-24 Yard Side Load (Driver)	\$200.00	\$275.00	Hour
25 Yard or Larger Side Load (Driver)	\$200.00	\$275.00	Hour
25 Yard or Larger Front Load (Driver and work can)	\$200.00	\$275.00	Hour
Additional Laborer (per person as requested)	\$35.00	\$52.50	Hour

	<u>Regular Time Rate</u>	<u>Overtime Rate</u>	<u>Rate Per</u>
<u>Additional Services Offered by Contractor</u>			
1 Bobcat w/operator	\$175.00	\$250.00	Hour
2 Clam truck w/operator	\$175.00	\$250.00	Hour
3 Roll-off truck w/driver	\$175.00	\$250.00	Hour
4 Roll-off container rental	\$5.00	\$5.00	Day
5 Roll-off container delivery	\$90.00	\$90.00	Delivery
6	\$0.00	\$0.00	
7	\$0.00	\$0.00	
8	\$0.00	\$0.00	
9	\$0.00	\$0.00	
10	\$0.00	\$0.00	

Exhibit D: Eviction, Vacant Lot, Special Clean-up

	<u>Rate</u>	<u>Rate Per</u>
10 Yard Roll Off	\$165.00	Pull
20 Yard Roll Off	\$165.00	Pull
30 Yard Roll Off	\$165.00	Pull
40 Yard Roll Off	\$165.00	Pull

	<u>Regular Time Rate</u>	<u>Overtime Rate</u>	<u>Rate Per</u>
Rear Load (Driver)	\$125.00	\$175.00	Hour
Side Load (Driver)	\$150.00	\$200.00	Hour
Front Load (Driver and work can)	\$150.00	\$200.00	Hour
Additional Laborer (per person as requested)	\$25.00	\$37.50	Hour

	<u>Regular Time Rate</u>	<u>Overtime Rate</u>	<u>Rate Per</u>
Additional Services Offered by Contractor			
1 Bobcat w/operator*	\$125.00	\$175.00	Hour
2 Clam truck w/operator*	\$125.00	\$175.00	Hour
3 Roll-off truck w/driver	\$125.00	\$175.00	Hour
4 Roll-off container delivery	\$80.00	\$80.00	Delivery
5 Roll-off container rental	\$5.00	\$5.00	Day
6 *Note: 4-hour minimum charge			
7			
8			
9			
10			

DBE Forms

Form A

(Letter of Intent to Perform)

Complete an individual form identifying each DBE sub-contractor/supplier used for this contract. Forms must be signed by sub-contractor. Form A should be completed and submitted with your bid in a separate sealed envelope. If there is no participation, indicate N/A

PROJECT _____

TO: _____
(NAME OF PROPOSER)

- _____ An individual
_____ A partnership
_____ A corporation
_____ A joint venture

- _____ By attachment of a current Certificate of Certification issued by the Department of Transportation
- _____ By attachment of a current Certification issued by the Disadvantaged Business Enterprise Office

-

- E. The undersigned will sublet and/or award _____% of this subcontract to non-DBE contractors and /or non-DBE suppliers.

(DBE Contractor Firm Name)

Date: _____

By: _____
(Signature of Authorized Representative)

Form B

(Proposed DBE Participation Form)

Complete an individual form identifying each DBE sub-contractor/supplier used for this contract. Forms must be signed by sub-contractor. Form B should be completed and submitted with your bid in a separate sealed envelope. If there is no participation, indicate N/A

Form B

PROPOSED DBE PARTICIPATION

PRIME CONTRACTOR _____ PROJECT _____

DBE FIRM	PRINCIPAL OFFICIAL	ADDRESS/PHONE NO.	TYPE OF WORK	<i>Dollar Value of Work</i>

Total Price: \$ _____

Total DBE value: \$ _____

Total DBE percent: _____%

Signed By: _____

Title: _____

Date: _____

Form C

(Contractors Statement of DBE Utilization Form)

Complete form indicating the DBE's utilization for the requested pay period. This information identifies the actual DBE sub-contractors/suppliers, types of work performed, actual dollar value of work/services and suppliers. To avoid delay of payments this form must accompany all pay requests.

Form C

**AUGUSTA-RICHMOND COUNTY
DISADVANTAGED BUSINESS ENTERPRISE DEPARTMENT
CONTRACTOR'S STATEMENT OF DBE UTILIZATION**

SHEET _____ OF _____
 (1) PAY REQUEST NO. _____ (2) REPORT PERIOD FROM _____ TO _____

(3) PROJECT NAME _____ (4) PROJECT NO. _____ (5) BASE BID \$ _____ (6) CONTRACT NO. _____

(7) REQUIRED DBE UTILIZATION	(8) PROPOSED DBE UTILIZATION
_____ %	_____ %

[illegible]

(20) CONTRACTOR: _____ (21) AUTHORIZED SIGNATURE _____ (22) DATE _____

(23) PERCENTAGE OF TOTAL CONTRACT COMPLETED TO DATE.

Good Faith Effort Checklist

Complete – The purpose for the Good Faith Effort Checklist is to indicate all necessary and reasonable steps taken to ensure that DBEs, including local small business enterprises, have the maximum opportunity to compete for and participate in all contracts and sub-contracts.

AUGUSTA-RICHMOND COUNTY
CHECKLIST FOR GOOD FAITH EFFORTS

A bidder's good faith efforts must be those that could reasonably be expected from a bidder who was actively and aggressively seeking to meet the Disadvantaged Business Enterprise (DBE) goal. Good faith efforts may include, but are not limited to:

	Yes	No	
1.	<u> x </u>	<u> </u>	Soliciting through all reasonable and available means, the interest for all certified DBEs who have the capability to perform the work of the contract. Such solicitations must be in sufficient time to allow DBEs to participate effectively.
2.	<u> x </u>	<u> </u>	Confirming attendance at any pre-solicitation or pre-bid meetings.
3.	<u> </u>	<u> x </u>	Providing proof of any advertisements in general circulation, trade association, and minority or woman focused media.
4.	<u> x </u>	<u> </u>	Documenting the follow-up to the initial solicitation with DBEs.
5.	<u> x </u>	<u> </u>	Documenting how portions of the work were selected to solicit DBE participation and how the selection was made in order to increase the likelihood of meeting the DBE goals. This would include, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation.
6.	<u> x </u>	<u> </u>	Providing information on any negotiations with DBEs including bid item adjustments, terms and conditions of the contract, bonding and insurance requirements and etc.
7.	<u> x </u>	<u> </u>	Documenting efforts to assist DBEs in obtaining bonding, lines of credit, or insurance.
8.	<u> x </u>	<u> </u>	Providing copies of the information supplied to DBEs to solicit their bids. Such information should include adequate information about the plans, specifications, and requirements of the contract to enable the DBE to supply a complete and competitive bid.
9.	<u> x </u>	<u> </u>	Providing information regarding the services/assistance secured from minority and women community organizations, contractors' groups, local minority and women business assistance offices and other organizations that provides assistance in the recruitment and placement DBEs.
10.	<u> x </u>	<u> </u>	Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers. The bidder must provide documentation that consideration was given when selecting portions of the work or material needs on the contract to the availability of DBE firms in those areas when soliciting for DBE participation.
11.	<u> x </u>	<u> </u>	Documenting the basis for rejecting DBE bids. In cases where the bidder determines the DBE to be unqualified, supporting evidence used to make the determination must be provided.

CORPORATE CERTIFICATE

I, _____ certify that I am the Secretary of the corporation named as Contractor in the attached Contract; that _____ who signed said Contract on behalf of the Contractor was then _____ of said corporation; that said proposal was duly signed for and in behalf of said corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said corporation is organized under the laws of the State of _____.

This ____ day of _____, 2005

Corporate
Secretary: _____
(name signed)

(name printed or typed)

(SEAL)

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____ County of _____

I, _____ being first duly sworn, deposes and says that:

He or she is _____ of _____, the Bidder that has submitted the attached Bid:

He or she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid.

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Augusta or any person interested in the proposed Contract; and

Continued to the next page

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The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant.

BIDDER: _____

By: _____
(name signed)

(name printed or typed)

Date: _____

Subscribed and sworn to me this ____ day of _____, 2005

NOTARY PUBLIC: _____
(name signed)

(name printed or typed)

Commission Expires: _____

(SEAL)

NONCOLLUSION AFFIDAVIT OF SUBCONTRACTOR

State of _____
County of _____

I, _____ being first duly sworn, deposes and says that:

1. He or she is _____
(Owner, Partner, Officer, Representative, or Agent)
of _____, hereinafter referred to as the "Subcontractor";

2. He or she is fully informed respecting the preparation and contents
of the Subcontractor's Proposal submitted by the Subcontractor to _____
the Contractor for certain work in connection with the _____
Contract pertaining to the Project in _____

3. Such Subcontractor's Proposal is genuine and is not a collusive or sham Proposal;

4. Neither the Subcontractor nor any of its officers, partners, owners, agents,
representatives, employees or parties in interest, including this affiant, has in any way
colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm
or person to submit a collusive or sham Proposal in connection with such Contract or to
refrain from submitting a Proposal in connection with such Contract, or has in any
manner, directly or indirectly, sought by unlawful agreement or connivance with any
other Bidder, firm or person to fix the price or prices in said Subcontractor's Proposal, or
to secure through collusion, conspiracy, connivance or unlawful agreement any
advantage against Augusta-Richmond County or any person interested in the proposed
Contract; and

5. The price or prices quoted in the Subcontractor's Proposal are fair and proper and are
not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of
the Bidder or any of its agents, representatives, owners, employees, or parties in interest,
including this affiant.

(Signed) _____

(Title) _____

Subscribed and Sworn to before me this _____ day of _____, 2005

(Title)

My commission expires _____
(Date)

(SEAL)

NOTICE OF AWARD

To: Mark Odekirk – Advanced Disposal Services Augusta, LLC
5734 Columbia Road
Grovetown, GA. 30813

Project Description: “Solid Waste Collections Contract”

The Owner has considered the Bid submitted by you for the above-described work in response to its Invitation to Bid and Information from Bidders.

You are hereby notified that your Bid has been accepted for items in the amount determined by the contract based on the financial bids submitted for this contract, which will become a part of this Contract as Exhibit B, C, and D.

You are required by the Information for Bidders/Contract Documents to execute the Agreement and furnish the required Contractor’s Performance Bond, Payment Bond, and certificates of insurance within fifteen (15) calendar days prior to the start date of the contract. However, in any case a “Notice to Proceed” will not be given until the above mentioned items are received. Early delivery of said documents will expedite the contracting process. Augusta recommends submission of the required bonds and insurance with the executed “Notice of Award”. These items may have an effective date of January 1, 2006.

If you fail to execute said Contract within thirty (30) days from the date of this Notice, Augusta will be entitled to consider all your rights arising out of the Counties acceptance of your Bid as abandoned and such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the County.

Dated this 10th day of October, 2005.

Augusta-Richmond County

By: _____

Name and Title: Geri Sams, Director of Procurement

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by _____ this the _____ day of _____, 2005.

By: _____

Name and Title: _____

NOTICE TO PROCEED

To: Mark Odekirk – Advanced Disposal Services Augusta, LLC
5734 Columbia Road
Grovetown, GA. 30813

Project Description: “Solid Waste Collections Contract”

You are hereby notified to commence work in accordance with the contract dated _____, 2005, on or before January 1, 2006 and you are to comply with all terms, conditions, provisions, etc. as identified in the executed Contract.

Dated this _____ day of _____, 2005.

Augusta Richmond County

By: _____

Name and Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by _____
this the _____ day of _____, 2005.

By: _____

Name and Title: _____

CERTIFICATE OF AUGUSTA'S ATTORNEY

I, the undersigned, Stephen E. Shepard, the duly authorized and acting legal representative of Augusta-Richmond County, do hereby certify as follows:

I have examined the attached Contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

(Signature)

Date: _____

End of Contract



Engineering Services Committee Meeting
12/13/2010 1:10 PM

Property Condemnation – Permanent and Temporary Construction Easements; Property Owner – Fred C. Campbell.
Project: 60106 – Butler Creek Interceptor Upgrade, West. PIN: 094-0-376-00-0. Address: 3232 Amanda Circle.

Department: Law

Caption: Motion to authorize condemnation to acquire title of a portion of property for permanent easement and temporary construction easement for 60106 – Butler Creek Interceptor Upgrade, West. PIN: 094-0-376-00-0. Address: 3232 Amanda Circle.

Background: The City has been unable to reach agreement with the property owner and therefore seeks to acquire title through condemnation. In order to proceed and avoid further delays, it is necessary to acquire and condemn a portion of the subject property interests. The required property interests consist of a permanent easement of 2,414 square feet and temporary easement of 1,171 square feet for subject property. The appraised value of the easements is \$663.00.

Analysis: Condemnation is necessary in order to acquire the required property.

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

Alternatives: Deny condemnation.

Recommendation: Approve condemnation.

Funds are Available in the Following Accounts: FUNDS ARE AVAILABLE IN THE FOLLOWING ACCOUNT: _____
J/L 80360106-5411120 G/L 511043420-5411120

REVIEWED AND APPROVED BY:

Finance.
Law.
Administrator.
Clerk of Commission

AGENDA ITEM

**Engineering Services Committee Meeting
December 13 2010**

DATE: December 1, 2010

TO: Engineering Services Committee
Commissioner Alvin Mason, Mayor Pro Tem
Mr. Fred Russell, Administrator

FROM: Dan Hamilton, Attorney

THROUGH: Andrew MacKenzie, General Counsel

SUBJECT: Property Condemnation – Permanent and Temporary Construction Easements; Property Owner – Fred C. Campbell. Project: 60106 – Butler Creek Interceptor Upgrade, West. PIN: 094-0-376-00-0. Address: 3232 Amanda Circle.

CAPTION: Motion to authorize condemnation to acquire title of a portion of property for permanent easement and temporary construction easement for 60106 – Butler Creek Interceptor Upgrade, West. PIN: 094-0-376-00-0. Address: 3232 Amanda Circle.

BACKGROUND: The City has been unable to reach agreement with the property owner and therefore seeks to acquire title through condemnation. In order to proceed and avoid further delays, it is necessary to acquire and condemn a portion of the subject property interests. The required property interests consist of a permanent easement of 2,414 square feet and temporary easement of 1,171 square feet for subject property. The appraised value of the easements is \$663.00.

ANALYSIS: Condemnation is necessary in order to acquire the required property.

FINANCIAL IMPACT: The necessary costs will be covered within the project budget.

ALTERNATIVES: Deny condemnation.

RECOMMENDATION: Approve condemnation.

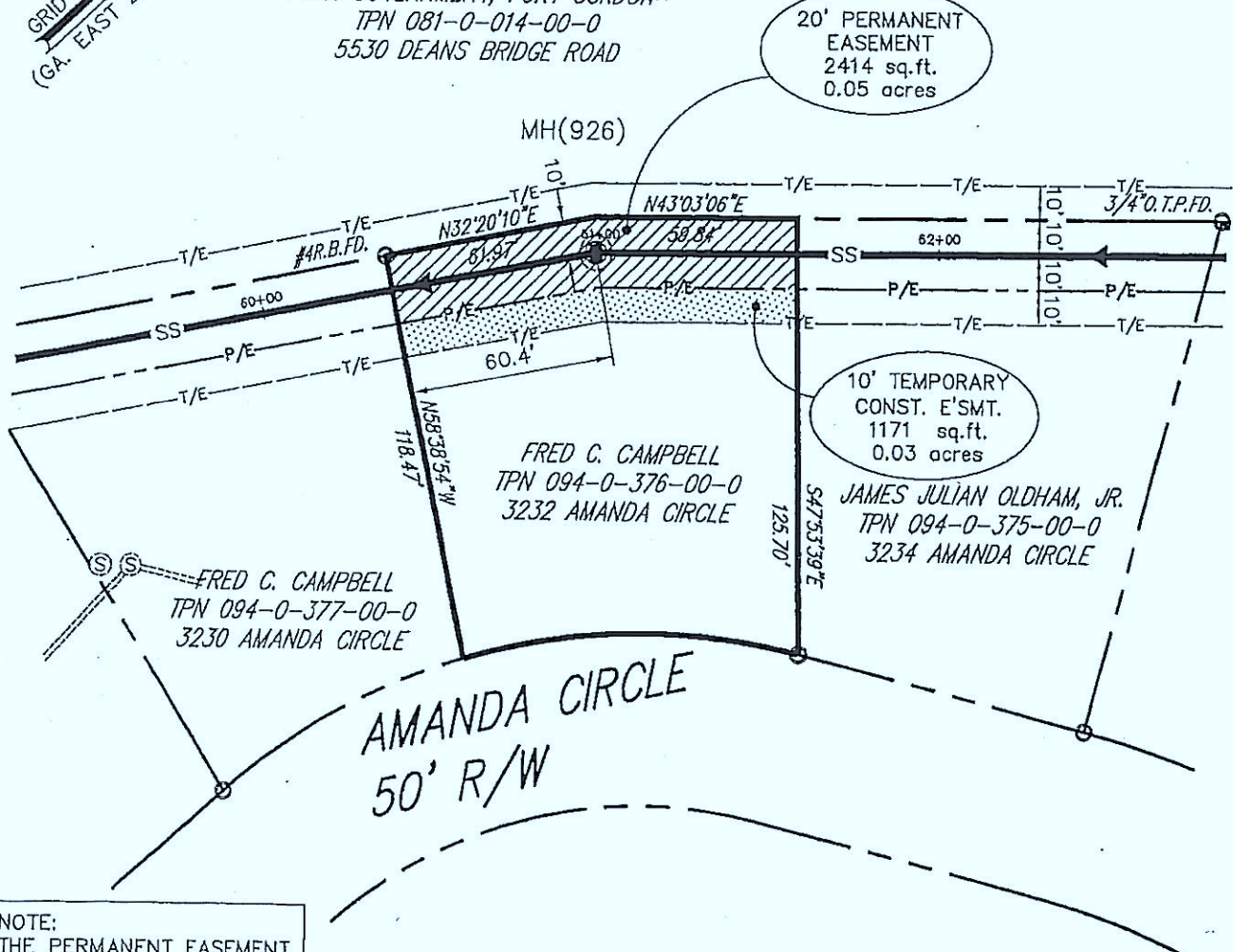
AGENDA DATE: Commission Meeting December 21, 2010.

DEPARTMENT	FUNDS ARE AVAILABLE IN THE
DIRECTOR: _____	FOLLOWING ACCOUNT: _____
	J/L 80360106-541120
	G/L 511043420-541120
ADMINISTRATOR: _____	FINANCE: _____

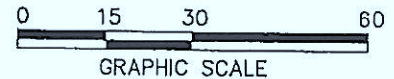


~U.S. GOVERNMENT, FORT GORDON~
TPN 081-0-014-00-0
5530 DEANS BRIDGE ROAD

PLAT REF.:
GORDON LAKE S/D
LOT 30-B
R.R. 497, PG. 1984



NOTE:
THE PERMANENT EASEMENT
SHALL BE CENTERED ON
THE SEWER, AS SHOWN OR
AS BUILT.



EASEMENT PLAT
FOR:

AUGUSTA COMMISSION
BUTLER CREEK INTERCEPTOR-URGRADE WEST
BUTLER CREEK BASIN - PROJECT NO. 60106

Scale: 1" = 50'

Date: 07-27-09

Description:

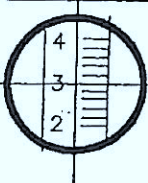
PROPERTY LOCATED IN THE 89th G.M.D.

COUNTY OF:

RICHMOND

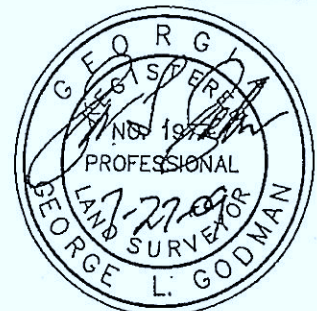
STATE OF:

GEORGIA



GEORGE L. GODMAN & ASSOCIATES

GEORGIA REGISTERED LAND SURVEYOR 1977
SOUTH CAROLINA REGISTERED LAND SURVEYOR 6268
1280 MERRY STREET
AUGUSTA, GEORGIA PHONE: (706) 738-0749 30904



EQUIPMENT USED:
WILD 10C1010 TOTAL STA.

ANGULAR CLOSURE:
00'-00'-03"/STA.

TRAVERSE CLOSURE:
RADIAL TRAVERSE

ADJUSTMENT: NONE



**Engineering Services Committee Meeting
12/13/2010 1:10 PM**

Property Condemnation – Right of Way, Permanent Easement and Temporary Easement – EKA Nobel, Inc. property owner;

Department: Law

Caption: Motion to authorize condemnation to acquire title of a portion of property for right of way, permanent easement and temporary easement for the Marvin Griffin Road Improvement Project, (Parcel 134-0-007-00-0) 1616 Marvin Griffin Road.

Background: Despite repeated efforts, the City has been unable to reach an agreement with the property owner and therefore seeks to acquire title through condemnation. In order to proceed and avoid further project delays, it is necessary to condemn a portion of subject property. The required property consists of 10,573 square feet of right of way, 160 square feet of permanent easement, and 3,600 square feet of temporary easement. The appraised value is \$7,800.00.

Analysis: Condemnation is necessary in order to acquire the required property.

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

Alternatives: Deny condemnation.

Recommendation: Approve condemnation.

Funds are Available in the Following Accounts: FOLLOWING ACCOUNT: General Ledger 323-04-1110-54.11120 Job Ledger No. 296823603-54.11120

REVIEWED AND APPROVED BY:

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

AGENDA ITEM

**Engineering Services Committee Meeting
December 13, 2010**

DATE: December 6, 2010

TO: Engineering Services Committee
Commissioner Alvin Mason, Mayor Pro Tem
Mr. Fred Russell, Administrator

FROM: Dan Hamilton, Attorney 

THROUGH: Andrew MacKenzie, General Counsel

SUBJECT: Property Condemnation – Right of Way, Permanent Easement and Temporary Easement – EKA Nobel, Inc. property owner;
Marvin Griffin Road Improvement Project
Project Parcel 30 (Tax Map 134, Parcel 7) 1616 Marvin Griffin Road.
Augusta ARC Project No 323-04-296823603

CAPTION:

Motion to authorize condemnation to acquire title of a portion of property for right of way, permanent easement and temporary easement for the Marvin Griffin Road Improvement Project, (Parcel 134-0-007-00-0) 1616 Marvin Griffin Road.

BACKGROUND:

Despite repeated efforts, the City has been unable to reach an agreement with the property owner and therefore seeks to acquire title through condemnation. In order to proceed and avoid further project delays, it is necessary to condemn a portion of subject property. The required property consists of 10,573 square feet of right of way, 160 square feet of permanent easement, and 3,600square feet of temporary easement. The appraised value is \$7,800.00.

ANALYSIS:

Condemnation is necessary in order to acquire the required property.

FINANCIAL IMPACT:

The necessary costs will be covered under the project budget.

ALTERNATIVES: Deny condemnation.

RECOMMENDATION: Approve condemnation.

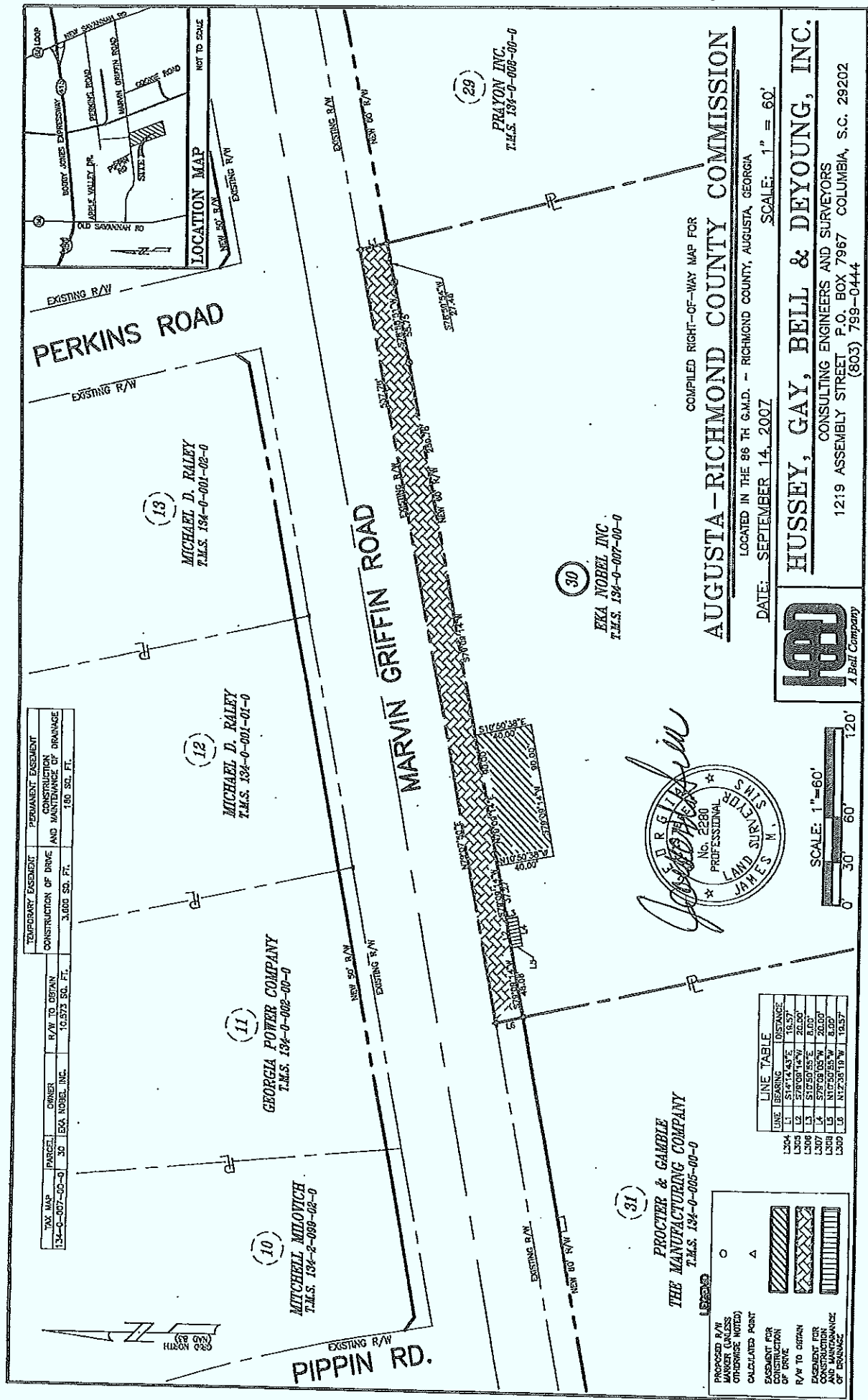
AGENDA DATE: Commission Meeting January 4, 2011.

DEPARTMENT
DIRECTOR: _____

FUNDS ARE AVAILABLE IN THE
FOLLOWING ACCOUNT:
General Ledger 323-04-1110-54.11120
Job Ledger No. 2968236303-54.11120

ADMINISTRATOR: _____

FINANCE: _____





**Engineering Services Committee Meeting
12/13/2010 1:10 PM**

Property Condemnation – Right of Way, Permanent Easement and Temporary Easement – The Procter & Gamble Manufacturing Co., property owner;

Department: Law

Caption: Motion to authorize condemnation to acquire title of a portion of property for right of way, permanent easement and temporary easement for the Marvin Griffin Road Improvement Project, (Parcel 134-0-005-00-0) 3464 Mike Padgett Highway.

Background: Despite repeated efforts, the City has been unable to negotiate an agreement to acquire this property with the owner and therefore seeks to acquire title through condemnation. In order to proceed and avoid further project delays, it is necessary to condemn a portion of subject property. The required property consists of 76,249 square feet of right of way, 93,624 square feet of permanent easement, and 6,826 square feet of temporary easement. The appraised value is \$164,037.45.

Analysis: Condemnation is necessary in order to acquire the required property.

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

Alternatives: Deny condemnation.

Recommendation: Approve condemnation.

Funds are Available in the Following Accounts: FUNDS ARE AVAILABLE IN THE DIRECTOR: _____ FOLLOWING ACCOUNT:
General Ledger 323-04-1110-54.11120 Job Ledger No. 2968236303-54.11120

REVIEWED AND APPROVED BY:

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

AGENDA ITEM

**Engineering Services Committee Meeting
December 13, 2010**

DATE: December 6, 2010

TO: Engineering Services Committee
Commissioner Alvin Mason, Mayor Pro Tem
Mr. Fred Russell, Administrator

FROM: Dan Hamilton, Attorney 

THROUGH: Andrew MacKenzie, General Counsel

SUBJECT: Property Condemnation – Right of Way, Permanent Easement and Temporary Easement – The Procter & Gamble Manufacturing Co., property owner; Marvin Griffin Road Improvement Project
Project Parcel 31 (Tax Map 134, Parcel 5) 3464 Mike Padgett Highway
Augusta ARC Project No 323-04-296823603

CAPTION:

Motion to authorize condemnation to acquire title of a portion of property for right of way, permanent easement and temporary easement for the Marvin Griffin Road Improvement Project, (Parcel 134-0-005-00-0) 3464 Mike Padgett Highway.

BACKGROUND:

Despite repeated efforts, the City has been unable to negotiate an agreement to acquire this property with the owner and therefore seeks to acquire title through condemnation. In order to proceed and avoid further project delays, it is necessary to condemn a portion of subject property. The required property consists of 76,249 square feet of right of way, 93,624 square feet of permanent easement, and 6,826 square feet of temporary easement. The appraised value is \$164,037.45.

ANALYSIS:

Condemnation is necessary in order to acquire the required property.

FINANCIAL IMPACT:

The necessary costs will be covered under the project budget.

ALTERNATIVES: Deny condemnation.

RECOMMENDATION: Approve condemnation.

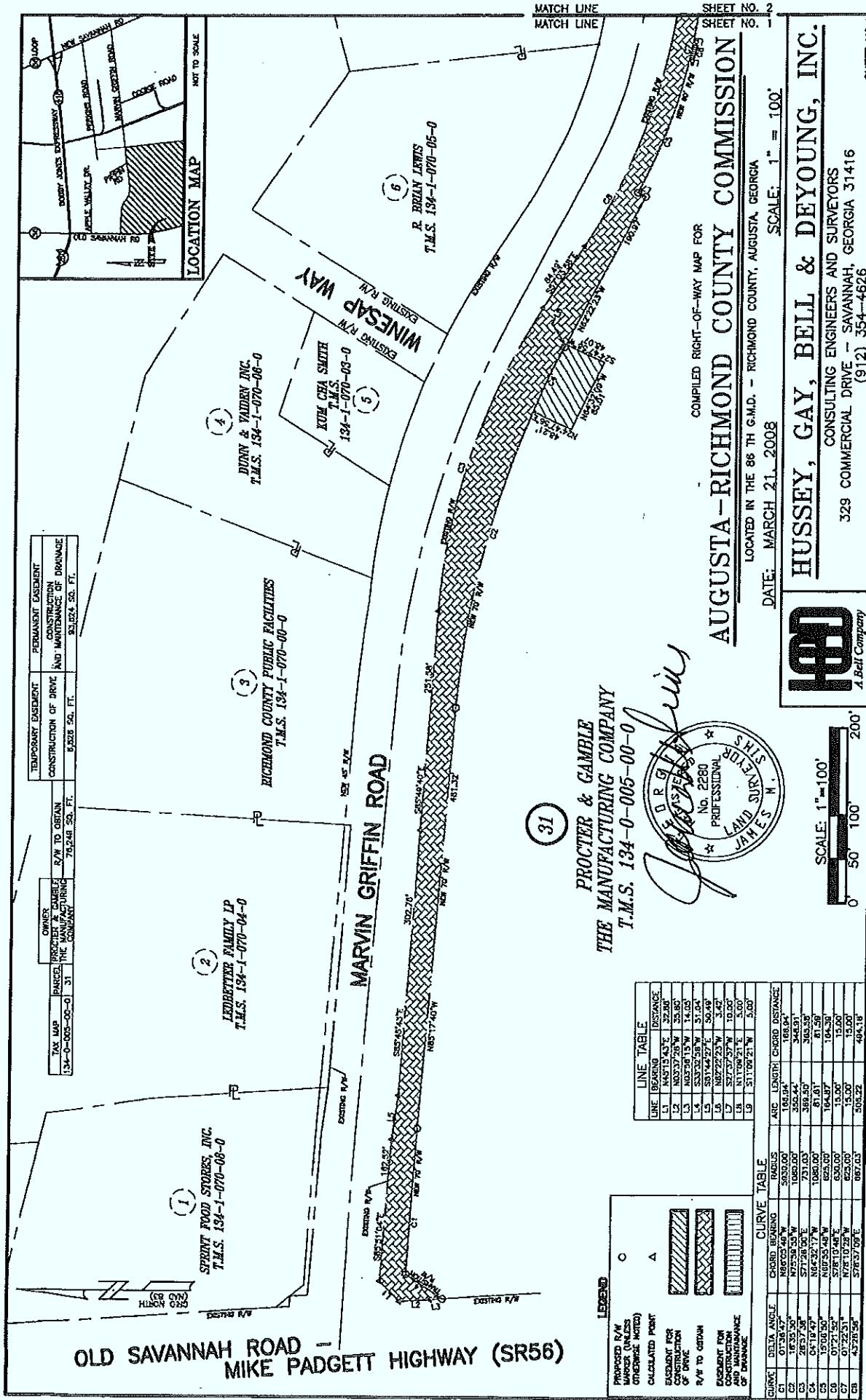
AGENDA DATE: Commission Meeting January 4, 2011.

DEPARTMENT
DIRECTOR: _____

ADMINISTRATOR: _____

FUNDS ARE AVAILABLE IN THE
FOLLOWING ACCOUNT:
General Ledger 323-04-1110-54.11120
Job Ledger No. 2968236303-54.11120

FINANCE: _____

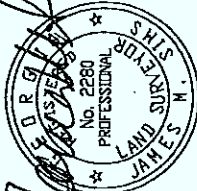


TAX MAP	OWNER	PERMANENT EASEMENT	TEMPORARY EASEMENT
134-0-005-00-0	SPRINT ROAD STORES, INC.	CONSTRUCTION OF DRIVE AND MAINTENANCE OF DRAINAGE	CONSTRUCTION OF DRIVE AND MAINTENANCE OF DRAINAGE
31	THE MANUFACTURING COMPANY	79,248 SQ. FT.	8,525 SQ. FT.

LINE	BEARING	DISTANCE
L1	N45°13'43"E	32.80'
L2	N05°37'28"W	25.80'
L3	N05°38'15"W	14.00'
L4	S33°42'59"W	51.04'
L5	S33°42'59"W	34.40'
L6	N07°22'23"W	10.00'
L7	S73°57'57"W	10.00'
L8	N11°00'21"W	5.00'
L9	S11°00'21"W	5.00'

CURVE	DELTA ANGLE	CHORD BEARING	RADIUS	ARC LENGTH	CHORD DISTANCE
G1	01°38'47"	N86°02'46"W	5035.00'	165.34'	165.34'
G2	1°35'35"	N75°38'55"W	1080.00'	250.44'	348.91'
G3	2°47'08"	S77°26'05"E	731.03'	389.50'	503.55'
G4	3°23'00"	N64°32'17"W	1080.00'	81.81'	81.81'
G5	1°20'50"	S76°10'48"E	625.00'	164.87'	164.87'
G6	01°22'51"	N78°10'28"W	625.00'	15.06'	15.06'
G7	01°22'51"	S78°10'28"W	625.00'	15.06'	15.06'
G8	43°28'54"	S78°57'09"E	887.03'	505.22'	444.18'

PROCTER & GAMBLE
THE MANUFACTURING COMPANY
T.M.S. 134-0-005-00-0



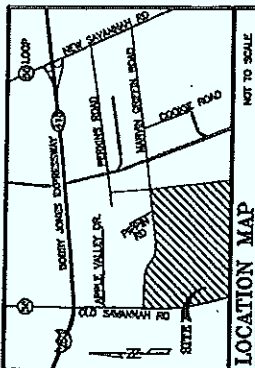
AUGUSTA-RICHMOND COUNTY COMMISSION
LOCATED IN THE 86 TH G.M.D. - RICHMOND COUNTY, AUGUSTA, GEORGIA
DATE: MARCH 21, 2008
SCALE: 1" = 100'



HUSSEY, GAY, BELL & DEYOUNG, INC.
CONSULTING ENGINEERS AND SURVEYORS
329 COMMERCIAL DRIVE - SAVANNAH, GEORGIA 31416
(912) 354-4626



SHEET NO. 1
S.F. No. 52-5
T.M.S. 134-0-005-00-0



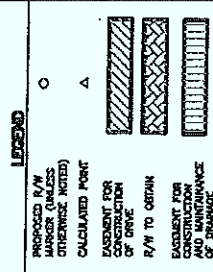
LOCATION MAP
NOT TO SCALE

MOUNTAIN LEASING CORP.
T.M.S. 134-2-089-01-0

AUGUSTA, GEORGIA
T.M.S. 134-2-089-00-0

SARA ADAMS
COTTAGE CEMETERY
T.M.S. 134-1-002-00-0

MARVIN GRIFFIN ROAD



COMPILED RIGHT-OF-WAY MAP FOR

AUGUSTA-RICHMOND COUNTY COMMISSION

LOCATED IN THE 86 TH G.M.D. - RICHMOND COUNTY, AUGUSTA, GEORGIA

DATE: MARCH 21, 2008

SCALE: 1" = 100'



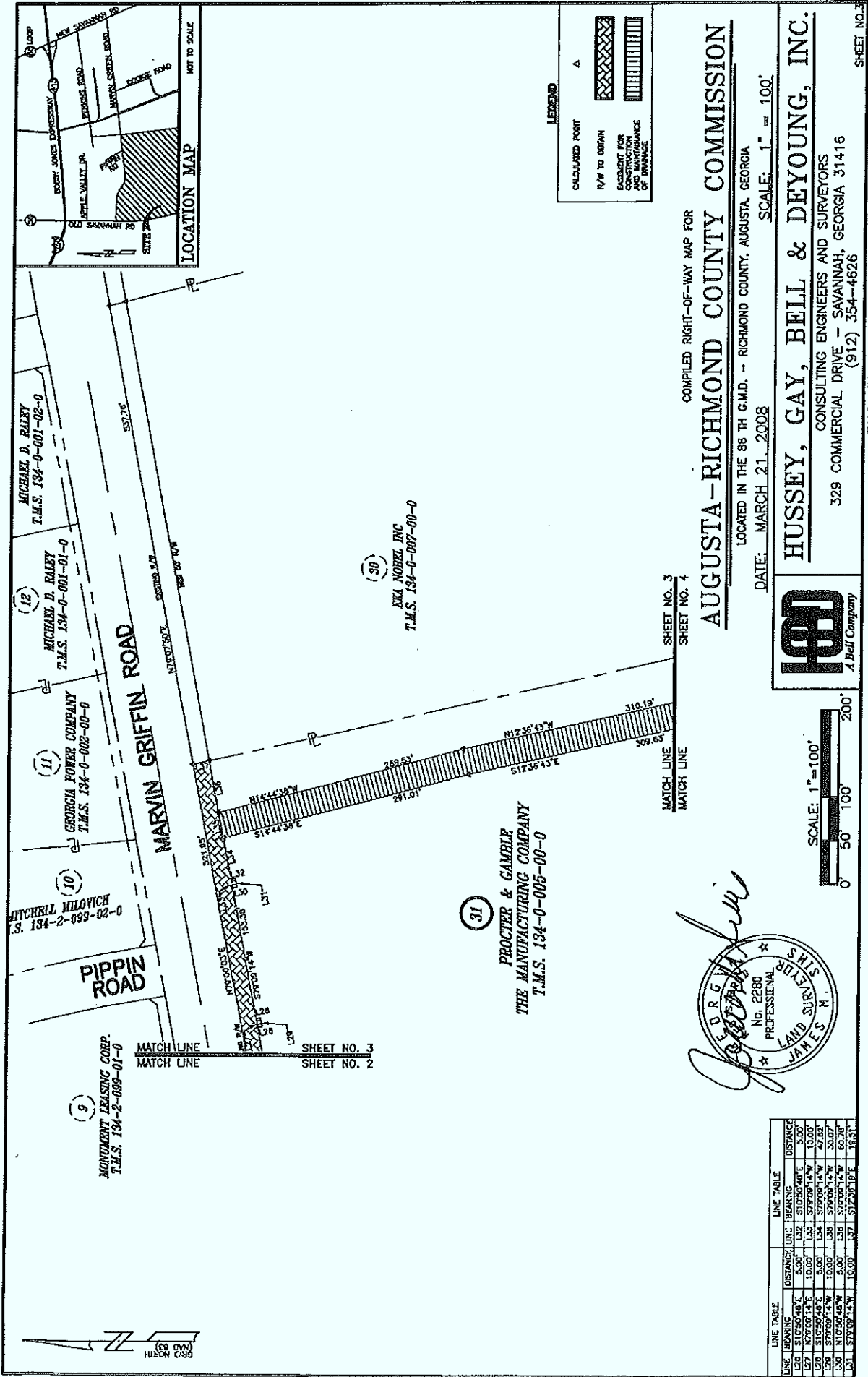
HUSSEY, GAY, BELL & DEYOUNG, INC.
CONSULTING ENGINEERS AND SURVEYORS
328 COMMERCIAL DRIVE - SAVANNAH, GEORGIA 31416
(912) 354-4626



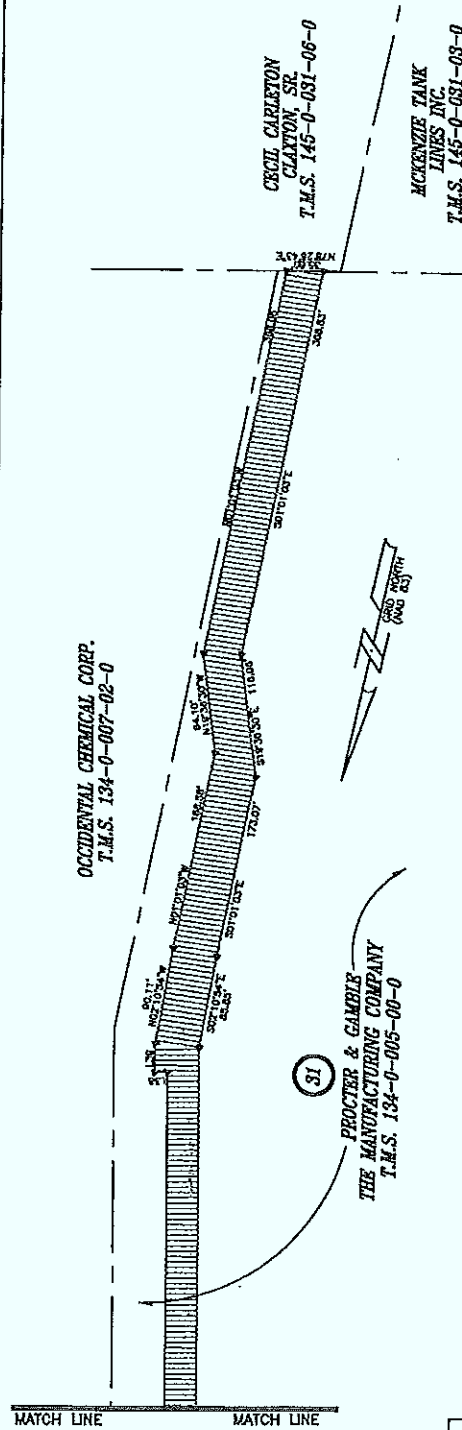
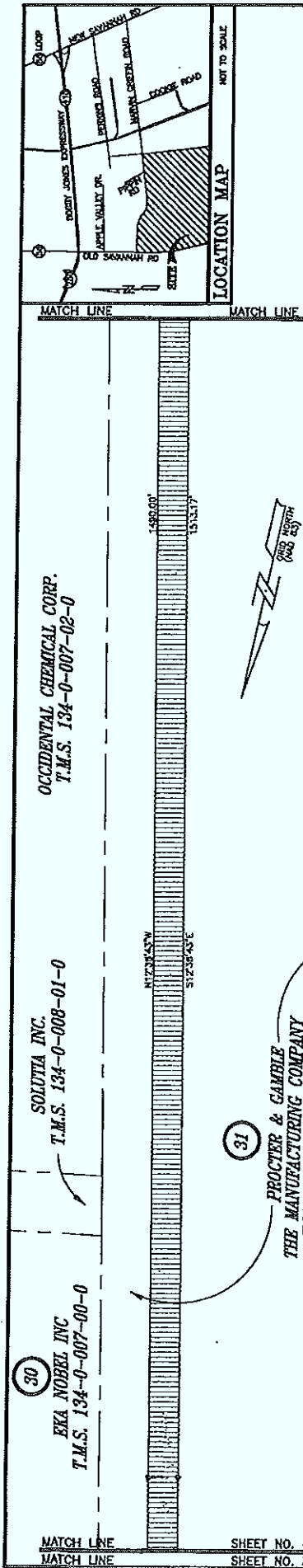
SCALE: 1"=100'

LINE TABLE				CURVE TABLE			
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE	CHORD BEARING	CHORD DISTANCE
L10	N172°27'1"E	23.70'	L18	N102°54'0"W	10.00'		
L11	S12°18'46"W	41.86'	L19	N70°09'14"E	45.18'		
L12	N78°45'31"E	12.74'	L20	S10°00'00"E	10.00'		
L13	S10°50'27"E	10.03'	L21	N77°09'14"E	10.31'		
L14	N77°09'14"E	13.00'	L22	N22°46'05"W	28.65'		
L15	N15°50'35"W	3.00'	L23	S10°27'21"E	22.00'		
L16	S17°01'53"W	13.00'	L24	S70°09'14"W	45.97'		
L17	S12°30'35"E	3.60'	L25	S1°00'00"E	10.00'		
				CURVE TABLE			
CURVE	DELTA ANGLE	CHORD BEARING	RADIUS	ARC LENGTH	CHORD DISTANCE		
C1	43°53'59"	S12°37'08"E	507.03'	508.22'	494.15'		
C2	43°53'59"	S12°37'08"E	625.00'	625.00'	61.78'		
C3	67°23'10"	N65°34'41"E	96.70'	96.70'	56.53'		
C4	66°32'08"	N67°23'10"E	603.00'	603.00'	71.62'		

SHEET NO. 2
S.F. No. 52-5



LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
120	S 17° 50' 48" E	5.00'	132	S 17° 50' 48" E	5.00'
121	N 07° 00' 14" E	10.00'	133	S 77° 00' 14" W	10.00'
122	S 17° 50' 48" E	5.00'	134	S 77° 00' 14" W	47.62'
123	S 17° 50' 48" E	10.00'	135	S 77° 00' 14" W	50.07'
124	S 17° 50' 48" E	5.00'	136	S 77° 00' 14" W	50.78'
125	S 17° 50' 48" E	10.00'	137	S 77° 00' 14" W	18.51'



COMPILED RIGHT-OF-WAY MAP FOR

AUGUSTA-RICHMOND COUNTY COMMISSION

LOCATED IN THE 86 TH G.M.D. - RICHMOND COUNTY, AUGUSTA, GEORGIA

DATE: MARCH 21, 2008

SCALE: 1" = 100'



HUSSEY, GAY, BELL & DEYOUNG, INC.

CONSULTING ENGINEERS AND SURVEYORS
329 COMMERCIAL DRIVE - SAVANNAH, GEORGIA 31416
(912) 354-4626

SHEET NO. 4
S.F. No. 52-5

SCALE: 1"=100'



15250

△

CALCULATED POINT

EXHIBIT FOR
EXISTENCE
AND MAINTENANCE
OF DRAINAGE

LINE	BEARING	DISTANCE
1	N 77° 23' 17" E	12.00'
2	N 72° 00' 43" E	27.01'



**Engineering Services Committee Meeting
12/13/2010 1:10 PM
RSPD - Add Two Levels**

Department: Public Services Department - Facilities Management

Caption: Approve addition of 2 levels to the existing design for the Reynolds Street Parking Deck.

Background: Add 2 - Levels to the existing design. We have solicited proposals from the CM@Risk and the A/E to add two (2) more levels to the Reynolds Street Parking Deck which is currently under construction at the corner of Reynolds Street and James Brown Boulevard. There is \$10 million in the current total project budget for this project. We have estimated the total cost for the current design (which is four (4) levels) will be \$8.8 million, which is a savings of \$1.2 million. We estimate the total project budget cost to add two (2) additional levels onto the current design would be \$3.369 million, if it was to be added to the scope of work now instead of later. If we wait until the current project is completed, then come back and add the two (2) levels later, it will cost at least \$4 million, or an additional \$800,000.

Analysis: SEE ATTACHED SIDE BY SIDE COMPARISON If we do this now instead of later: • We will increase the number of parking spaces from 450 to 650 for a net increase of 200 spaces. • Additional funding of \$2.169 Million (along with the \$1.2 Million in savings from the current design) is the most inexpensive way to add 200 more spaces to the deck. • If we wait until later this will add at least \$800,000 to the cost because of remobilization, escalation, and the costs for modifications to the existing deck to add the two-levels later. • Waiting until later will require the roof level to be closed for about three months so that the two-level addition can be constructed. During this time approximately 100 spaces will be unavailable for parking. • Another 200 spaces will be available for special events in the area. • The additional 200 spaces will generate additional revenue.

Financial Impact: Adding the 2 levels to the existing parking deck design will add \$3.369 Million to the Total Project Budget. There are \$1.2 Million in funds available in the budget. An additional \$2.169 Million in funding will need to be added to the Total Project Budget

Alternatives: 1) Approve addition of 2-levels to the existing Reynolds Street Parking Deck design. 2) Reject the addition of 2-levels to the existing Reynolds Street Parking Deck design.

Recommendation: Approve the addition of 2-levels to the existing Reynolds Street Parking Deck.

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

SPLOST Phase V Fund Balance

REVIEWED AND APPROVED BY:

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

Here is a side-by-side comparison of the two schemes:

	Current Design (4-Levels)	Revised Design (6-Levels)	Difference
Parking Spaces	450	650	+200
Total Project Budget	\$8.8 Million	\$12.169 Million	\$3.369 Million
Current Funding	\$10 Million	\$0	\$2.168 Million



R. J. Griffin & Company
General Contractors

A MEMBER OF THE JE DUNN CONSTRUCTION GROUP

R. J. GRIFFIN & COMPANY

1021 15TH STREET, SUITE 9

AUGUSTA, GA 30904

TEL 706.722.3346 | FAX 706.722.3829

www.rjgriffin.com

December 2, 2010

Mr. Forest White
Heery International, Inc
501 Greene Street, Suite 307
Augusta, GA 30901

via email

Re: Reynolds Street Parking Deck
Budget for Two Additional Levels

Dear Mr. White:

We are pleased to offer a budget for the two level vertical expansion at the Reynolds Street Parking Deck in Augusta, Georgia.

The budget price for the two level vertical expansion is **\$ 2,974,626.00** (Two Million Nine Hundred Seventy-Four Thousand, Six Hundred Twenty-Six Dollars). This price is based on performing this work concurrently with the original design. We have provided a detailed cost breakdown and projected schedule dated December 2, 2010 for your review.

This budget is based on the following assumptions & clarifications:

- The current project will be put on hold until after the December 21, 2010 committee meeting. This would allow a decision to be made before the subcontractor starts erecting the precast based on the current design.
- R.J. Griffin & Company needs to be notified by Wednesday, December 8, 2010 if work shall stop until a decision is made by the committee meeting. This needs to occur as the precast subcontractor has started fabrication on the current design and is scheduled to start erecting the precast panels on December 13, 2010.
- Based on the discussions with the architect we have allowed (2) months for TVS and Studio 3 to develop the new design.
- If the current project is put on hold and the City of Augusta doesn't elect to move forward with the vertical expansion, then the current project schedule will be adjusted to reflect the "down time" and RJ Griffin shall be compensation accordingly.

Upon review of this information, should you have any questions or comments, please feel free to call me at 706-722-3346. Thank you for the opportunity to provide your company with our services.

Sincerely,

R. J. GRIFFIN & COMPANY

Chris Huneycutt
Project Manager

Cc: Jacques Ware, Heery
Jarrett Keim, RJ Griffin & Company
Chris Adams, RJ Griffin & Company





R. J. Griffin & Company
General Contractors

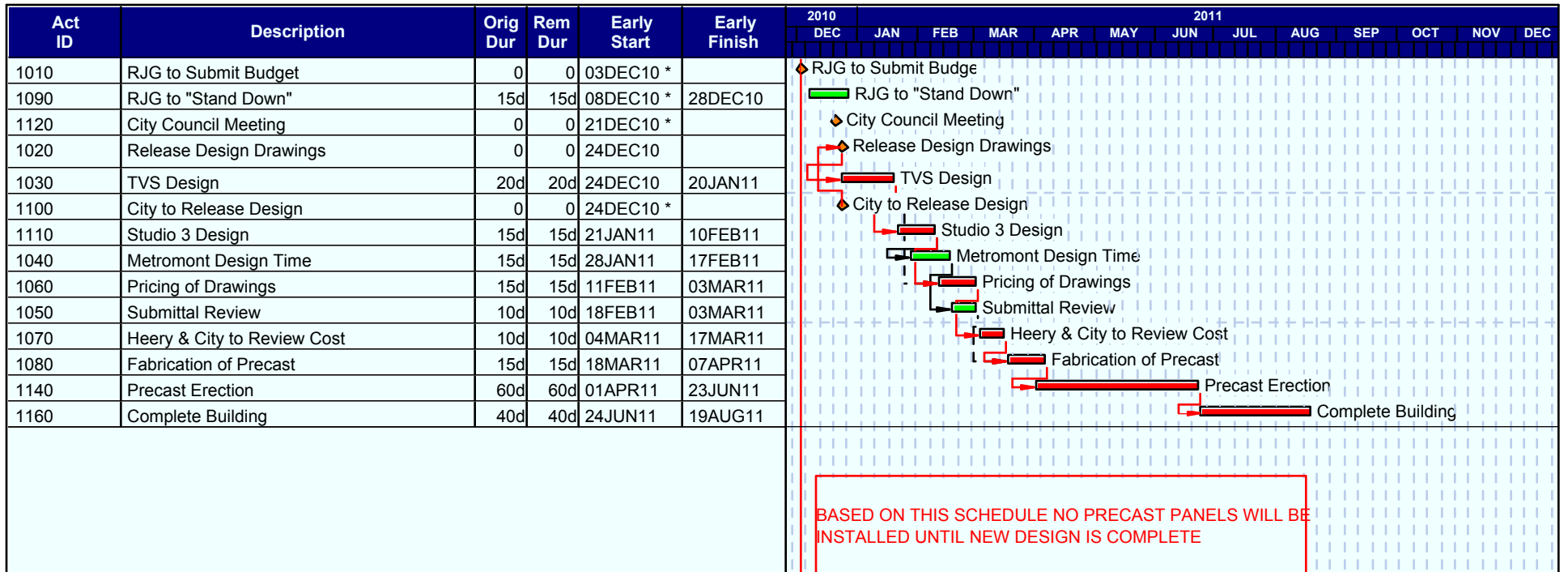
Estimate General Summary Sheet

Estimate Number:	10054000
Date:	12/2/2010
Estimator:	GM
Type of Building:	Parking Deck
Duration:	22.00
No. of Units:	0
ENR Cost Index:	4,910.00

Project: Two Level Vertical Expansion
Owner: City of Augusta
Archited: Studio 3

Location: Augusta, Ga
Area: 77,200 sf
Cost / SF: \$38.53

ITEMS	MATERIAL	LABOR	SUB	TOTAL	COST/SF
1. GENERAL CONDITIONS	\$0	\$0	\$175,019	\$175,019	\$2.27
2. DEMOLITION	\$0	\$0	\$0	\$0	\$0.00
3. SITE EXCAVATION & PREPARATION	\$0	\$0	\$0	\$0	\$0.00
4. G.C. EXCAVATION	\$0	\$0	\$0	\$0	\$0.00
5. SITE UTILITIES	\$0	\$0	\$0	\$0	\$0.00
6. SITE IMPROVEMENTS	\$0	\$0	\$0	\$0	\$0.00
7. LANDSCAPING	\$0	\$0	\$0	\$0	\$0.00
8. SOIL POISONING	\$0	\$0	\$0	\$0	\$0.00
9. SPECIAL FOUNDATIONS	\$0	\$0	\$0	\$0	\$0.00
10. CONCRETE WORK	\$0	\$0	\$221,500	\$221,500	\$2.87
11. FORMWORK	\$0	\$0	\$0	\$0	\$0.00
12. CABLE RAILINGS	\$0	\$0	\$21,000	\$21,000	\$0.27
13. PRECAST CONCRETE	\$0	\$0	\$1,639,000	\$1,639,000	\$21.23
14. MASONRY	\$0	\$0	\$4,000	\$4,000	\$0.05
15. STRUCTURAL & MISC STEEL	\$0	\$0	\$10,000	\$10,000	\$0.13
16. ALUMINUM HANDRAILINGS	\$0	\$0	\$66,044	\$66,044	\$0.86
17. ROUGH HARDWARE	\$0	\$0	\$0	\$0	\$0.00
18. MILLWORK	\$0	\$0	\$0	\$0	\$0.00
19. WATERPROOFING & SEALANTS	\$0	\$0	\$25,000	\$25,000	\$0.32
20. SHINGLE ROOFING	\$0	\$0	\$0	\$0	\$0.00
21. ROOFING & SHEET METAL	\$0	\$0	\$0	\$0	\$0.00
22. METAL ROOFING	\$0	\$0	\$11,175	\$11,175	\$0.14
23. HOLLOW METAL & FINISH HARDWARE	\$0	\$0	\$27,500	\$27,500	\$0.36
24. WOOD DOORS	\$0	\$0	\$0	\$0	\$0.00
25. FINISH HARDWARE (W/ Item 23)	\$0	\$0	\$0	\$0	\$0.00
26. SPECIAL DOORS & DOCK EQUIPMENT	\$0	\$0	\$0	\$0	\$0.00
27. WINDOWS	\$0	\$0	\$0	\$0	\$0.00
28. GLASS, GLAZING & STOREFRONT	\$0	\$0	\$210,756	\$210,756	\$2.73
29. SKYLIGHTS	\$0	\$0	\$0	\$0	\$0.00
30. DRYWALL	\$0	\$0	\$22,000	\$22,000	\$0.28
31. ACOUSTICAL	\$0	\$0	\$0	\$0	\$0.00
32. STUCCO/EIFS	\$0	\$0	\$0	\$0	\$0.00
33. SPRAY FIREPROOFING	\$0	\$0	\$0	\$0	\$0.00
34. CERAMIC & QUARRY TILE	\$0	\$0	\$0	\$0	\$0.00
35. STONEWORK	\$0	\$0	\$0	\$0	\$0.00
36. WOOD & EPOXY FLOORING	\$0	\$0	\$0	\$0	\$0.00
37. RESILIENT TILE & CARPET	\$0	\$0	\$0	\$0	\$0.00
38. PAINT & WALLCOVERING	\$0	\$0	\$16,000	\$16,000	\$0.21
39. MISC. SPECIALTIES	\$0	\$0	\$2,500	\$2,500	\$0.03
40. TOILET PARTITIONS	\$0	\$0	\$0	\$0	\$0.00
41. TOILET ACCESSORIES	\$0	\$0	\$0	\$0	\$0.00
42. PARKING EQUIPMENT	\$0	\$0	\$1,500	\$1,500	\$0.02
43. CASEWORK	\$0	\$0	\$0	\$0	\$0.00
44. SIGNAGE	\$0	\$0	\$7,500	\$7,500	\$0.10
45. FINAL CLEANING	\$0	\$0	\$5,000	\$5,000	\$0.06
46. ELEVATORS	\$0	\$0	\$42,000	\$42,000	\$0.54
47. PLUMBING	\$0	\$0	\$38,300	\$38,300	\$0.50
48. H.V.A.C.	\$0	\$0	\$10,000	\$10,000	\$0.13
49. FIRE PROTECTION	\$0	\$0	\$20,000	\$20,000	\$0.26
50. ELECTRICAL	\$0	\$0	\$129,300	\$129,300	\$1.67
51. TESTING	\$0	\$0	\$0	\$0	\$0.00
52. CRANES & HOISTS	\$0	\$0	\$0	\$0	\$0.00
53	\$0	\$0	\$0	\$0	\$0.00
SUB TOTAL	\$0	\$0	\$2,705,094	\$2,705,094	\$35.04
		Sales Tax	7.00%	\$0	\$0.00
		Payroll Taxes	36.10%	\$0	\$0.00
		Insurance, Permits & Fees		\$77,647	\$1.01
		Contingency	2%	\$55,654	\$0.72
		SUB TOTAL		\$2,838,395	\$36.77
		P & P Bond		\$21,822	\$0.28
		SUB TOTAL		\$2,860,218	\$37.05
		Fee	4.00%	\$114,409	\$1.48
		TOTAL		\$2,974,626	\$38.53
		ADJUSTMENT		\$0	\$0.00
		GRAND TOTAL		\$2,974,626	\$38.53



Start date 03DEC10
 Finish date 19AUG11
 Data date 03DEC10
 Run date 02DEC10
 Page number 1A
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RJ Griffin & Company
Add (2) Levels

Early bar
 Progress bar
 Critical bar
 Summary bar
 Start milestone point
 Finish milestone point



**Engineering Services Committee Meeting
12/13/2010 1:10 PM
Sheriff's Admin - Increase Total Project Budget**

Department: Public Services Department - Facilities Management Division

Caption: Approve \$2,303,729.00 in additional funding for the Augusta, Georgia Sheriff's Office Building from cost savings realized on the Augusta Judicial Center.

Background: The original Project Budget was set at \$8,375,000.00. A careful analysis of the Sheriff's Department needs was conducted which resulted in a detailed program. Based on this detailed program the Total Project Budget is currently \$10,678,729.00. The Design Team and Construction Manager at Risk are both on board and the project is tracking on the Total Project Budget.

Analysis: Both the Project Design Team and the Construction Manager at Risk were asked to take a look at the program and design to see if there were any cost savings. Both came back with the same answer. The Total Project Budget could not be reduced without major reductions in the Sheriff's Program and a sacrifice in quality or components that would increase long term General Fund Operating costs.

Financial Impact: With the Total Project Budget at \$10,678,729.00 and \$8,375,000.00 in the budget, an additional \$2,303,729.00 will need to be added to the budget. Funding will be from cost savings realized on the Augusta Judicial Center.

Alternatives: 1) Approve \$2,303,729.00 in additional funding for the Augusta, Georgia Sheriff's Office Building from cost savings realized on the Augusta Judicial Center. 2) Reject the additional funding for the Augusta Georgia Sheriff's Office Building

Recommendation: Approve \$2,303,729.00 in additional funding for the Augusta, Georgia Sheriff's Office Building from cost savings realized on the Augusta Judicial Center.

Funds are Available in the Following Accounts: SPLOST Phase V Fund Balance / Recapture

REVIEWED AND APPROVED BY:

Cover Memo

Finance.
Procurement.
Law.
Administrator.
Clerk of Commission



ASOB-08
Schematic Estimate

Augusta Sheriff's Office Building
Schematic Estimate
Based on Reconciliation Meetings held on 11/12/2010 and 11/18/2010

Project name	ASOB-08 Schematic Estimate Augusta GA
Estimator	GRL/WSS/JRC
Job size	37181 sqft
Bid date	11/15/2010 5:00 PM
Report format	Sorted by 'Group phase/Phase' 'Detail' summary Allocate addons Print item notes



ASOB-08

Schematic Estimate

Item	Description	Takeoff Qty	Labor		Material		Subcontract		Name	Total	
			Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount		Unit Cost	Amount
01000.0 GENERAL REQUIREMENTS											
01511.0	Temporary HVAC										
	01 Temporary Heating / Cooling Units	3.00 mnth	-	-	-	-	1,800.00 /mnth	5,400		1,800.00 /mnth	5,400
	Temporary HVAC						0.15 /sqft	5,400		0.15 /sqft	5,400
	37,181.00 sqft										
01710.0	Final Cleaning										
	01 Pre-Punch Building Cleaning	37,181.00 sqft	-	-	-	-	0.07 /sqft	2,603		0.07 /sqft	2,603
	02 Final Cleaning	37,181.00 sqft	-	-	-	-	0.26 /sqft	9,667		0.26 /sqft	9,667
	Final Cleaning						0.33 /sqft	12,270		0.33 /sqft	12,270
	37,181.00 sqft										
GENERAL REQUIREMENTS				0		0	0.48 /sqft	17,670		0.48 /sqft	17,670
37,181.00 sqft											
02000.0 SITE CONSTRUCTION											
02080.0	Hazardous Material Abate										
	01 Hazardous Material - Asbestos Abatement	0.00 lsum	-	-	-	-	0.00	0			
None Anticipated											
02105.0	Site Engineering										
	01 Site Surveying & Staking During Construction	36.00 chrs	-	-	-	-	130.00 /chrs	4,680		130.00 /chrs	4,680
	Cost of Work per Clarification 1										
	02 Detention Pond As Built	0.00 lsum	-	-	-	-	0.00	0			
	None Anticipated										
	04 Certified Final Property Survey	0.00 chrs	-	-	-	-	0.00	0			
	None Included - By Owner if required										
05 Site NPDES Monitoring	0.00 mnth	-	-	-	-	0.00	0				
By Owner											
Site Engineering							0.13 /sqft	4,680		0.13 /sqft	4,680
37,181.00 sqft											
02210.0	Site Grading										
	01 Site Demolition - Asphalt Paving - Light Duty	8,688.00 sqyd	-	-	-	-	5.21 /sqyd	45,264		5.21 /sqyd	45,264
	01 Site Demolition - Asphalt Paving - Heavy Duty	384.00 sqyd	-	-	-	-	5.71 /sqyd	2,193		5.71 /sqyd	2,193
	01 Site Demolition - Concrete Sidewalks	49.00 cuyd	-	-	-	-	42.33 /cuyd	2,074		42.33 /cuyd	2,074
	01 Site Demolition - Concrete Curb and Gutter	46.00 cuyd	-	-	-	-	58.30 /cuyd	2,682		58.30 /cuyd	2,682
	01 Site Demolition - Fence	1,348.00 lnft	-	-	-	-	2.10 /lnft	2,831		2.10 /lnft	2,831
	01 Site Demolition - Site Structures	1,432.00 sqft	-	-	-	-	4.50 /sqft	6,444		4.50 /sqft	6,444
	01 Site Demolition - Parking Lot Light Poles	0.00 each	-	-	-	-					
	None Anticipated										
	01 Site Demolition - Sawcutting	1,694.00 lnft	-	-	-	-	1.52 /lnft	2,575		1.52 /lnft	2,575
	02 Site Utility Relocation	0.00 lsum	-	-	-	-	0.00	0			
	None Anticipated										
	03 Site Clearing & Grubbing	0.00 acre	-	-	-	-	0.00	0			
	None Anticipated										
	04 Strip & Stockpile Topsoil	0.00 cyds	-	-	-	-	0.00	0			
	None Anticipated										
	05 Cut & Fill	0.00 cyds	-	-	-	-	0.00	0			
	None Anticipated										
	06 Fill Imported Soils - from Offsite	1,484.00 cyds	-	-	-	-	12.17 /cyds	18,060		12.17 /cyds	18,060
	Based on 1'-0" fill at Building Area Only										
	06 Import Topsoil	360.00 cyds	-	-	-	-	14.50 /cyds	5,220		14.50 /cyds	5,220
	Based on 6" Deep										
	07 Spread Topsoil @ Bulk Landscape Areas	360.00 cuyd	-	-	-	-	3.25 /cuyd	1,170		3.25 /cuyd	1,170
	08 Backfill Curbs	1,421.00 lnft	-	-	-	-	1.05 /lnft	1,492		1.05 /lnft	1,492
	09 Backfill Sidewalks	1,392.00 lnft	-	-	-	-	1.05 /lnft	1,462		1.05 /lnft	1,462
	10 Backfill Walls - Machine	0.00 cuyd	-	-	-	-	0.00	0			
	None Anticipated										
	11 Finish Grading	1.00 lsum	-	-	-	-	3,500.00 /lsum	3,500		3,500.00 /lsum	3,500
	12 Hand Backfill @ Foundation Walls	0.00 cuyd	-	-	-	-	0.00	0			



ASOB-08

Schematic Estimate

Item	Description	Takeoff Qty	Labor		Material		Subcontract		Name	Total	
			Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount		Unit Cost	Amount
02210.0	Site Grading <i>None Anticipated</i> Site Grading						2.554/sqft	94,967		2.554/sqft	94,967
	37,181.00 sqft										
02211.0	Finish Site Grading/Bobca										
01	General Site Skid Loader Work <i>See Division 6 - Construction Equipment & Rental</i>	0.00 hour	-	-	0.00	0	0.00	0			
02215.0	Erosion Control										
01	Construction Entrance	1.00 each	-	-	-	-	2,600.00 /each	2,600		2,600.00 /each	2,600
02	Top Dress Construction Entrance	1.00 each	-	-	-	-	325.00 /each	325		325.00 /each	325
03	Temporary Roads <i>Cost of Work per Clarification 1</i>	186.00 tons	-	-	16.05 /tons	2,985	-	-		16.05 /tons	2,985
04	Siltation Fence	1,377.00 lnft	-	-	-	-	2.65 /lnft	3,649		2.65 /lnft	3,649
05	Tree Protection Fencing <i>None Anticipated</i>	0.00 lnft	-	-	-	-	-	-		-	-
06	Sediment Traps for Storm Inlets	5.00 each	-	-	-	-	385.00 /each	1,925		385.00 /each	1,925
07	Silt Fence Maintenance	1,377.00 lnft	-	-	-	-	1.15 /lnft	1,584		1.15 /lnft	1,584
08	Temporary Grassing	0.45 acre	-	-	-	-	1,370.00 /acre	617		1,370.00 /acre	617
09	Erosion Control Matting for Slopes <i>None Anticipated</i>	0.00 allo	-	-	-	-	-	-		-	-
10	Rip Rap Stone <i>Included in Storm Drainage</i>	0.00 ton	-	-	-	-	-	-		-	-
11	Check Dams <i>None Anticipated</i>	0.00 each	-	-	-	-	-	-		-	-
	Erosion Control				0.08 /sqft	2,985	0.29 /sqft	10,699		0.37 /sqft	13,684
	37,181.00 sqft										
02240.0	Soil Stabilization										
--	Building Foundation Underdrain System <i>None Anticipated</i>	0.00 lsum	-	-	-	-	-	-		-	-
02280.0	Soil Treatment										
01	Soil Poisoning	18,490.00 sqft	-	-	-	-	0.05 /sqft	925		0.05 /sqft	925
	Soil Treatment						0.03 /sqft	925		0.03 /sqft	925
	37,181.00 sqft										
02370.0	Intermediate Foundations										
01	Deep / Intermediate Foundations <i>None Anticipated</i>	0.00 lsum	-	-	-	-	0.00	0			
02505.0	Granular Paving										
01	Porous Paving <i>None Anticipated</i>	0.00 lsum	-	-	-	-	-	-		-	-
02510.0	Asphaltic Concrete Paving										
01	Medium Duty Asphalt 6/2/1	4,048.00 sqyd	-	-	-	-	20.65 /sqyd	83,591		20.65 /sqyd	83,591
02	Heavy Duty Asphalt 8/3/1.5	431.00 sqyd	-	-	-	-	21.80 /sqyd	9,396		21.80 /sqyd	9,396
02	Overlay Existing Asphalt Paving <i>None Anticipated</i>	0.00 lsum	-	-	-	-	0.00	0			
02	Blackout Existing Striping	1,905.00 sqft	-	-	-	-	0.20 /sqft	381		0.20 /sqft	381
03	GAB Under Curb & Gutter	165.00 tons	-	-	0.00	0	18.50 /tons	3,053		18.50 /tons	3,053
04	Pressure Wash - Asphalt Paving	40,312.00 sqft	-	-	-	-	0.03 /sqft	1,209		0.03 /sqft	1,209
	Asphaltic Concrete Paving						2.63 /sqft	97,630		2.63 /sqft	97,630
	37,181.00 sqft										
02515.0	Unit Pavers										
01	Unit Pavers <i>Changed to Stamped Conrete during Reconcliation Meeting on 11/12/2010.</i>	0.00 sqft	-	-	-	-	0.00	0			
02521.0	Concrete Curb & Gutter										
01	Concrete Curb & Gutter - Standard 30"	783.00 lnft	-	-	-	-	10.00 /lnft	7,830		10.00 /lnft	7,830
01	Concrete Curb & Gutter - Standard 24"	1,500.00 lnft	-	-	-	-	8.75 /lnft	13,125		8.75 /lnft	13,125
02	H/C Ramps	8.00 each	-	-	-	-	375.00 /each	3,000		375.00 /each	3,000
03	Catch Basin Throat and Top	2.00 each	-	-	-	-	760.00 /each	1,520		760.00 /each	1,520
04	Concrete Flumes <i>None Anticipated</i>	0.00 lnft	-	-	-	-	0.00	0			
06	Pressure Wash - Concrete Curb & Gutter	2,387.00 lnft	-	-	-	-	0.18 /lnft	430		0.18 /lnft	430



ASOB-08

Schematic Estimate

Item	Description	Takeoff Qty	Labor		Material		Subcontract		Name	Total	
			Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount		Unit Cost	Amount
02580.0	Concrete Curb & Gutter						0.70 /sqft	25,905		0.70 /sqft	25,905
	37,181.00 sqft										
	Pavement Marking										
	02 Paint Parking Spaces	86.00 each	-	-	-	-	7.70 /each	662		7.70 /each	662
	02 Standard Paint Parking Centerline	284.00 lnft	-	-	-	-	0.45 /lnft	128		0.45 /lnft	128
	02 Standard Paint Double Centerline	250.00 lnft	-	-	-	-	0.90 /lnft	225		0.90 /lnft	225
	03 H/C Spaces and Signage	4.00 each	-	-	-	-	330.00 /each	1,320		330.00 /each	1,320
	04 Directional Arrows	4.00 each	-	-	-	-	7.50 /each	30		7.50 /each	30
	05 Stop Bars	4.00 each	-	-	-	-	28.00 /each	112		28.00 /each	112
	05 Thermoplastic Cross Walk	1,147.00 sqft	-	-	-	-	1.58 /sqft	1,812		1.58 /sqft	1,812
	06 Precast Parking Bumpers @ Spaces Adjacent to Sidewalks	3.00 each	-	-	-	-	45.00 /each	135		45.00 /each	135
	Pavement Marking						0.12 /sqft	4,424		0.12 /sqft	4,424
37,181.00 sqft											
02610.0	Site Concrete										
	01 Concrete Paving - HVAC Equipment Pad	187.00 sqft	-	-	2.42 /sqft	452	1.50 /sqft	281		3.92 /sqft	733
	02 Dumpster Pad	353.00 sqft	-	-	2.42 /sqft	854	1.50 /sqft	530		3.92 /sqft	1,383
	03 Concrete Sidewalks	5,997.00 sqft	-	-	1.21 /sqft	7,251	1.50 /sqft	8,996		2.71 /sqft	16,246
	03 Concrete Paving - Stamped Concrete in lieu of Unit Pavers at Walton Way Handicap Parking	2,980.00 sqft	-	-	3.32 /sqft	9,885	7.13 /sqft	21,247		10.45 /sqft	31,132
	03 Concrete Sidewalks - Stamped Concrete in lieu of Unit Pavers at Main Entry	1,399.00 sqft	-	-	1.37 /sqft	1,916	7.13 /sqft	9,975		8.50 /sqft	11,891
	04 Transformer Pad	100.00 sqft	-	-	2.42 /sqft	242	1.50 /sqft	150		3.92 /sqft	392
	05 HVAC Equipment Yard	497.00 sqft	-	-	1.21 /sqft	601	1.50 /sqft	746		2.71 /sqft	1,346
	06 Concrete Foundation for Monumental Sign	5.00 cyds	-	-	94.16 /cyds	471	15.00 /cyds	75		109.16 /cyds	546
	07 Reinforcing Wire Mesh @ Concrete Paving and Pads - Dumpster Enclosure	12.00 shfts	-	-	17.66 /shfts	212	16.00 /shfts	192		33.66 /shfts	404
	07 Concrete Subcontractor - Excavate Continuous Footings - Dumpster Enclosure	33.00 lnft	-	-			6.50 /lnft	215		6.50 /lnft	215
	07 Concrete Subcontractor - Place Rebar @ Continuous Footing - Dumpster Enclosure	33.00 lnft	-	-			2.25 /lnft	74		2.25 /lnft	74
	07 Concrete Subcontractor - Place Concrete @ Continuous Footing - Dumpster Enclosure	33.00 lnft	-	-			4.00 /lnft	132		4.00 /lnft	132
	07 Concrete Subcontractor - Form Slab Edge @ Turn Down - Dumpster Enclosure	33.00 lnft	-	-			5.75 /lnft	190		5.75 /lnft	190
	07 Concrete Subcontractor - Remove Spoils @ Footprint - Dumpster Enclosure	33.00 lnft	-	-			4.60 /lnft	152		4.60 /lnft	152
	07 Concrete Materials - Dumpster Enclosure	2.91 cyds	-	-	94.16 /cyds	274				94.16 /cyds	274
	07 Reinforcing Steel @ Footings - Dumpster Enclosure	0.18 tons	-	-	914.833 /tons	165				914.833 /tons	165
	Labor included in Concrete Subcontractor										
	08 Pressure Wash Sidewalks and Flatwork	11,226.00 sqft	-	-	-	-	0.08 /sqft	898		0.08 /sqft	898
	Site Concrete				0.60 /sqft	22,322	1.18 /sqft	43,851		1.78 /sqft	66,172
37,181.00 sqft											
02660.0	Water Distribution										
	01 Fire System - 6" DIP Water Line	258.00 lnft	-	-	-	-	24.50 /lnft	6,321		24.50 /lnft	6,321
	02 Fire System - 6" DIP / BFP & Vault	1.00 lsum	-	-	-	-	14,500.00 /lsum	14,500		14,500.00 /lsum	14,500
	03 Fire System - 6" Post Indicator Valve	1.00 each	-	-	-	-	1,500.00 /each	1,500		1,500.00 /each	1,500
	04 Fire System - Fire Hydrant	1.00 each	-	-	-	-	2,100.00 /each	2,100		2,100.00 /each	2,100
	05 Fire System - Jack & Bore Highway	0.00 lnft	-	-	-	-	0.00	0			
	None Anticipated										
	06 Fire System - Fire Department Connection	1.00 each	-	-	-	-	1,575.00 /each	1,575		1,575.00 /each	1,575
	07 Fire System - Testing / Chlorination & Clean Up	258.00 lnft	-	-	-	-	0.98 /lnft	253		0.98 /lnft	253
	08 Fire System - Fire Main Tapping Sleeve and Valve	1.00 each	-	-	-	-	4,750.00 /each	4,750		4,750.00 /each	4,750
	08 Fire System - Fire Main Tap Fee	0.00 lsum	-	-	-	-	0.00	0			
	Anticipated By Owner										
	09 Water System - 2" Copper Domestic Water Line	265.00 lnft	-	-	-	-	16.50 /lnft	4,373		16.50 /lnft	4,373
	10 Water System - 2" Back Flow Preventor In Box	1.00 lsum	-	-	-	-	1,600.00 /lsum	1,600		1,600.00 /lsum	1,600
	11 Water System - Domestic Water Tap Fee	0.00 lsum	-	-	-	-	0.00	0			
	Anticipated By Owner										
	12 Water System - Domestic Water Meter	0.00 lsum	-	-	-	-	0.00	0			
	Anticipated By Owner										
	12 Water System - Domestic Water Impact Fees	0.00 lsum	-	-	-	-	0.00	0			
	Anticipated By Owner										
13 Water System - Testing / Chlorination & Clean Up	265.00 lnft	-	-	-	-	0.98 /lnft	260		0.98 /lnft	260	
14 Fire and Water System - Concrete Thrust Blocks	5.00 cyds	-	-	-	-	110.00 /cyds	550		110.00 /cyds	550	



ASOB-08

Schematic Estimate

Item	Description	Takeoff Qty	Labor		Material		Subcontract		Name	Total	
			Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount		Unit Cost	Amount
	Water Distribution						1.02 /sqft	37,781		1.02 /sqft	37,781
	37,181.00 sqft										
02685.0	Gas Distribution Systems										
	01 Gas Line	0.00 Inft	-	-	-	-					
	Anticipated By Owner										
	02 Gas Meter	0.00 Isum	-	-	-	-					
	Anticipated By Owner										
02710.0	Subdrainage Systems										
	01 Rain Water Deployment Piping	349.00 Inft	-	-	-	-	16.50 /Inft	5,759		16.50 /Inft	5,759
	02 Rain Water Deployment Connector Boots	7.00 each	-	-	-	-	350.00 /each	2,450		350.00 /each	2,450
	03 Rain Water Deployment Connections @ Storm Sewer	1.00 each	-	-	-	-	300.00 /each	300		300.00 /each	300
	Subdrainage Systems						0.23 /sqft	8,509		0.23 /sqft	8,509
	37,181.00 sqft										
02720.0	Storm Sewerage										
	01 Single / Double Wing Catch Basin Top	0.00 each	-	-	-	-					
	Included in Curb & Gutter										
	02 Storm Manhole Structure	18.00 vrft	-	-	-	-	220.00 /vrft	3,960		220.00 /vrft	3,960
	03 Storm Manhole Top, Ring & Cover	3.00 each	-	-	-	-	510.00 /each	1,530		510.00 /each	1,530
	03 Hooded Grate Inlet	1.00 each	-	-	-	-	850.00 /each	850		850.00 /each	850
	04 Storm Headwall	0.00 each	-	-	-	-					
	None Anticipated										
	05 Storm Catch Basin Retrofit to New Elevation	1.00 each	-	-	-	-	725.00 /each	725		725.00 /each	725
	07 15" RCP	132.00 Inft	-	-	-	-	32.43 /Inft	4,281		32.43 /Inft	4,281
	07 18" RCP	6.00 Inft	-	-	-	-	30.35 /Inft	182		30.35 /Inft	182
	08 24" RCP	14.00 Inft	-	-	-	-	36.58 /Inft	512		36.58 /Inft	512
	12 Rip Rap Stone	0.00 tons	-	-	-	-					
	None Anticipated										
	13 Concrete Inverts	4.00 each	-	-	-	-	165.00 /each	660		165.00 /each	660
	14 Outlet Control Structure	0.00 each	-	-	-	-					
	None Anticipated										
	15 Piping, Gaskets, Couplings, Bands, Misc.	152.00 Inft	-	-	-	-	0.80 /Inft	122		0.80 /Inft	122
	16 Final Clean Storm System	152.00 Inft	-	-	-	-	0.65 /Inft	99		0.65 /Inft	99
	16 Underground Detention Management System	0.00 each	-	-	-	-					
	None Anticipated										
	Storm Sewerage						0.35 /sqft	12,920		0.35 /sqft	12,920
	37,181.00 sqft										
02730.0	Sanitary Sewer										
	01 6" DIP Sewer Line	40.00 Inft	-	-	-	-	30.80 /Inft	1,232		30.80 /Inft	1,232
	02 6" Clean Out	1.00 each	-	-	-	-	450.00 /each	450		450.00 /each	450
	03 Tie Into Existing Sewer Manhole	1.00 each	-	-	-	-	1,350.00 /each	1,350		1,350.00 /each	1,350
	04 Force Main Piping	0.00 Isum	-	-	-	-					
	None Anticipated										
	04 Pump Station & Accessories	0.00 Isum	-	-	-	-					
	None Anticipated										
	05 Testing & Clean Up	1.00 Isum	-	-	-	-	350.00 /Isum	350		350.00 /Isum	350
	06 Sanitary Sewer Tap Fee	0.00 Isum	-	-	-	-					
	Anticipated By Owner										
	06 Sanitary Sewer Impact Fee	0.00 Isum	-	-	-	-					
	Anticipated By Owner										
	07 Sewer Manhole Structures	0.00 vrft	-	-	-	-	0.00	0			
	None Anticipated										
	08 Sewer Manhole Top, Ring & Cover	0.00 each	-	-	-	-	0.00	0			
	None Anticipated										
	08 Sewer Manhole Top, Ring & Cover - adjust Existing Manhole	1.00 each	-	-	-	-	510.00 /each	510		510.00 /each	510
	Manhole at Walton Way at area of new Brick Pavers										
	09 Sanitary Sewer Jack and Bore	0.00 Inft	-	-	-	-	0.00	0			
	Sanitary Sewer connection assumed at exisiting manhole at Walton Way.										
	Sanitary Sewer						0.11 /sqft	3,892		0.11 /sqft	3,892
	37,181.00 sqft										
02801.0	Modular Retaining Walls										
	01 Site Modular Retaining Walls	0.00 Isum	-	-	-	-					
	None Anticipated										



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Schematic Estimate

Item	Description	Takeoff Qty	Labor		Material		Subcontract		Name	Total	
			Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount		Unit Cost	Amount
02830.0	Fences										
01	6ft Chain Link Fencing	466.00	Inft	-	-	-	18.75 /Inft	8,738		18.75 /Inft	8,738
02	Wood Screen Gate @ Dumpster Enclosure	1.00	each	-	-	-	875.00 /each	875		875.00 /each	875
02	Wood Screen Wall @ Back side of Mechanical Enclosure	0.00	Inft	-	-	-	0.00	0			
	<i>None Anticipated</i>										
02	Vinyl Chain link Security Gates @ Mechanical Yard	2.00	each	-	-	-	185.00 /each	370		185.00 /each	370
02	Vinyl Chain link Security Gates	2.00	each	-	-	-	620.00 /each	1,240		620.00 /each	1,240
02	Security Gate Operators	2.00	each	-	-	-	5,800.00 /each	11,600		5,800.00 /each	11,600
	Fences						0.614/sqft	22,823		0.614/sqft	22,823
	37,181.00 sqft										
02870.0	Site & Street Furnishings										
01	Stop Signs	0.00	each	-	-	-	-	-		-	-
	<i>None Anticipated</i>										
02	No Parking Signs	0.00	each	-	-	-	-	-		-	-
	<i>None Anticipated</i>										
03	Fire Lane Parking Signs	0.00	each	-	-	-	-	-		-	-
	<i>None Anticipated</i>										
04	Site Trash Cans	2.00	each	-	-	411.95 /each	824	-		411.95 /each	824
05	Site Bike Racks	1.00	each	-	-	909.50 /each	910	-		909.50 /each	910
06	Site Ash Urns	0.00	Isum	-	-	-	-	-		-	-
	<i>None Anticipated</i>										
07	Site Benches	0.00	Isum	-	-	-	-	-		-	-
	<i>None Anticipated</i>										
08	Site Tree Grates	0.00	Isum	-	-	-	-	-		-	-
	<i>None Anticipated</i>										
09	Site Trench Drains	27.00	Inft	-	-	80.25 /Inft	2,167	-		80.25 /Inft	2,167
	<i>Installed by onsite TPC Carpenter</i>										
09	Security Bollards at Main Entry	6.00	each	-	-	80.25 /each	482	880.00 /each	5,280	960.25 /each	5,762
09	Planters at Main Entry - Allowance	1.00	ALLO	-	-	13,696.00 /ALLO	13,696	-		13,696.00 /ALLO	13,696
	Site & Street Furnishings					0.49/sqft	18,078	0.142/sqft	5,280	0.63/sqft	23,358
	37,181.00 sqft										
02900.0	Landscaping										
01	Landscaping - Tree Allowance	23.00	each	-	-	-	350.00 /each	8,050		350.00 /each	8,050
	<i>Based on 3" Caliper</i>										
02	Prep Areas for Mulch Beds & Sod	18,508.00	sqft	-	-	-	0.02 /sqft	370		0.02 /sqft	370
04	Irrigation System - Allowance	1.00	Isum	-	-	-	5,500.00 /Isum	5,500		5,500.00 /Isum	5,500
05	Irrigation Meter Box and BFP	1.00	Isum	-	-	-	1,750.00 /Isum	1,750		1,750.00 /Isum	1,750
06	Irrigation System Sleeves	656.00	Inft	-	-	-	4.85 /Inft	3,182		4.85 /Inft	3,182
07	Shrubs and Seasonal Color Plants - Allowance	1.00	Isum	-	-	-	4,500.00 /Isum	4,500		4,500.00 /Isum	4,500
08	Mulch Beds	5,420.00	sqft	-	-	-	0.22 /sqft	1,192		0.22 /sqft	1,192
08	Sod - Bermuda	13,088.00	sqft	-	-	-	0.42 /sqft	5,497		0.42 /sqft	5,497
	Landscaping						0.81/sqft	30,041		0.81/sqft	30,041
	37,181.00 sqft										
SITE CONSTRUCTION				0	1.17/sqft	43,385	10.88/sqft	404,325		12.041/sqft	447,710
	37,181.00 sqft										
03000.0	CONCRETE										
03055.0	S.O.G. Pourous Fill										
01	Stone Fill Under Slab	339.00	tons	-	-	14.45 /tons	4,897	5.00 /tons	1,695	19.45 /tons	6,592
	S.O.G. Pourous Fill					0.132/sqft	4,897	0.05/sqft	1,695	0.18/sqft	6,592
	37,181.00 sqft										
03210.0	Reinforcing Steel										
01	Concrete Reinforcement Bars	19.16	tons	-	-	914.85 /tons	17,529	-	-	914.85 /tons	17,529
04	Wire Mesh	253.00	shts	-	-	17.66 /shts	4,467	-	-	17.66 /shts	4,467

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Item	Description	Takeoff Qty	Labor		Material		Subcontract		Name	Total	
			Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount		Unit Cost	Amount
	Reinforcing Steel				0.592/sqft	21,995				0.592/sqft	21,995
	37,181.00 sqft										
03250.0	Concrete Accessories										
	01 Vapor Barrier Under Slab	18,490.00 sqft	-	-	0.42 /sqft	7,716	-	-		0.42 /sqft	7,716
	03 Curing Compound	18,490.00 sqft	-	-	0.021 /sqft	396	-	-		0.021 /sqft	396
	04 Grout Material @ Base Plates	45.00 bags	-	-	14.884 /bags	670	-	-		14.884 /bags	670
	Concrete Accessories				0.24 /sqft	8,781				0.24 /sqft	8,781
	37,181.00 sqft										
03300.0	Cast in Place Concrete										
	01 Concrete Subcontractor - Set Batter Boards	18,490.00 sqft	-	-	-	-	0.08 /sqft	1,479		0.08 /sqft	1,479
	02 Concrete Subcontractor - Excavate Spread Footings	45.00 each	-	-	-	-	235.00 /each	10,575		235.00 /each	10,575
	03 Concrete Subcontractor - Place Rebar @ Spread Footings	45.00 each	-	-	-	-	110.16 /each	4,957		110.16 /each	4,957
	04 Concrete Subcontractor - Place Concrete @ Spread Footings	160.35 cyds	-	-	-	-	26.28 /cyds	4,214		26.28 /cyds	4,214
	05 Concrete Subcontractor - Excavate Continuous Footings	526.00 lnft	-	-	-	-	7.20 /lnft	3,787		7.20 /lnft	3,787
	06 Concrete Subcontractor - Place Rebar @ Continuous Footing	526.00 lnft	-	-	-	-	4.32 /lnft	2,272		4.32 /lnft	2,272
	07 Concrete Subcontractor - Place Concrete @ Continuous Footing	526.00 lnft	-	-	-	-	7.20 /lnft	3,787		7.20 /lnft	3,787
	08 Concrete Subcontractor - Form Slab Edge @ Turn Down	699.00 lnft	-	-	-	-	9.36 /lnft	6,543		9.36 /lnft	6,543
	09 Concrete Subcontractor - Fine Grade Slab	18,490.00 sqft	-	-	-	-	0.17 /sqft	3,143		0.17 /sqft	3,143
	10 Concrete Subcontractor - Place Stone @ Slab	18,490.00 sqft	-	-	-	-	0.23 /sqft	4,253		0.23 /sqft	4,253
	11 Concrete Subcontractor - Place Vapor Barrier @ Slab	18,490.00 sqft	-	-	-	-	0.07 /sqft	1,294		0.07 /sqft	1,294
	12 Concrete Subcontractor - Place Wire Mesh @ Slab	18,490.00 sqft	-	-	-	-	0.17 /sqft	3,143		0.17 /sqft	3,143
	13 Concrete Subcontractor - Place & Finish Slab	18,490.00 sqft	-	-	-	-	0.84 /sqft	15,532		0.84 /sqft	15,532
	14 Concrete Subcontractor - Place Cure & Seal @ Slab	18,490.00 sqft	-	-	-	-	0.08 /sqft	1,479		0.08 /sqft	1,479
	15 Concrete Subcontractor - Place Wire Mesh @ Elevated Slab	18,112.00 sqft	-	-	-	-	0.17 /sqft	3,079		0.17 /sqft	3,079
	16 Concrete Subcontractor - Place & Finish Elevated Slab	18,112.00 sqft	-	-	-	-	0.95 /sqft	17,206		0.95 /sqft	17,206
	17 Concrete Subcontractor - Place Cure & Seal @ Elevated Slab	18,112.00 sqft	-	-	-	-	0.08 /sqft	1,449		0.08 /sqft	1,449
	18 Concrete Subcontractor - Place & Finish Stairs & Landing Interior	4.00 sets	-	-	-	-	2,100.00 /sets	8,400		2,100.00 /sets	8,400
	19 Concrete Subcontractor - Remove Spoils @ Building Footprint	256.970 cyds	-	-	-	-	5.80 /cyds	1,490		5.80 /cyds	1,490
	20 Concrete Subcontractor - Place Anchor Bolts & Templates	45.00 each	-	-	-	-	88.00 /each	3,960		88.00 /each	3,960
	21 Concrete Subcontractor - Form Column Blockouts	45.00 each	-	-	-	-	85.00 /each	3,825		85.00 /each	3,825
	22 Concrete Subcontractor - Pour Back Column Blockouts	45.00 each	-	-	-	-	18.00 /each	810		18.00 /each	810
	23 Concrete Subcontractor - Grout Base Plates	45.00 each	-	-	-	-	14.00 /each	630		14.00 /each	630
	24 Concrete Subcontractor - Form Elevator Pit - Single	2.00 each	-	-	-	-	4,800.00 /each	9,600		4,800.00 /each	9,600
	27 Concrete Subcontractor - Saw Cut Slabs	18,490.00 sqft	-	-	-	-	0.12 /sqft	2,219		0.12 /sqft	2,219
	32 Concrete Materials	856.57 cyds	-	-	94.16 /cyds	80,655	-	-		94.16 /cyds	80,655
	Cast in Place Concrete				2.17 /sqft	80,655	3.204/sqft	119,128		5.373/sqft	199,782
	37,181.00 sqft										
03305.0	Concrete Pumping										
	01 Standard Pump Truck	786.36 cuyd	-	-	-	-	13.00 /cuyd	10,223		13.00 /cuyd	10,223
	Concrete Pumping						0.28 /sqft	10,223		0.28 /sqft	10,223
	37,181.00 sqft										
	CONCRETE			0	3.13 /sqft	116,328	3.53 /sqft	131,045		6.653 /sqft	247,374
	37,181.00 sqft										

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05000.0 METALS

05120.0														Structural Steel													
01	Structural Steel - Main Frame - Materials	178.00	tons	-	-	-	-	-	1,275.00	/tons	226,950		1,275.00	/tons	226,950												
01	Structural Steel - Main Frame - Erection	37,161.00	sqft	-	-	-	-	-	4.65	/sqft	172,892		4.65	/sqft	172,892												
01	Miscellaneous Lintels, Embeds, and Steel Hoist Beams	37,161.00	sqft	-	-	-	-	-	0.42	/sqft	15,616		0.42	/sqft	15,616												
01	Miscellaneous Wall Mounted Rails & Guard Rails	37,161.00	sqft	-	-	-	-	-	0.28	/sqft	10,411		0.28	/sqft	10,411												
01	Metal Pan Stairs - 2 flights	2.00	each	-	-	-	-	-	2,800.00	/each	5,600		2,800.00	/each	5,600												
01	Monumental Stairs @ Lobby	2.00	each	-	-	-	-	-	4,100.00	/each	8,200		4,100.00	/each	8,200												
01	Miscellaneous Wall Mounted Rails & Guard Rails at Lobby	0.00	sqft	-	-	-	-	-	0.00		0																
Included in Ornamental Hand Rails																											



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Item	Description	Takeoff Qty	Labor		Material		Subcontract		Name	Total	
			Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount		Unit Cost	Amount
05120.0	Structural Steel										
---	Stainless Metal Grate System at Balcony	97.00 sqft	-	-	-	-	50.00 /sqft	4,850		50.00 /sqft	4,850
	Structural Steel						11.96 /sqft	444,518		11.96 /sqft	444,518
	37,181.00 sqft										
05720.0	Ornamental Handrails Rail										
01	Decorative Picket Rail - Straight Run	59.00 Inft	-	-	-	-	250.00 /Inft	14,750		250.00 /Inft	14,750
01	Decorative Picket Rail - on Slope	115.00 Inft	-	-	-	-	250.00 /Inft	28,750		250.00 /Inft	28,750
01	Balcony Rail	16.00 Inft	-	-	-	-	280.00 /Inft	4,480		280.00 /Inft	4,480
	Ornamental Handrails Rail						1.29 /sqft	47,980		1.29 /sqft	47,980
	37,181.00 sqft										
	METALS			0		0	13.25 /sqft	492,498		13.25 /sqft	492,498
	37,181.00 sqft										

06000.0 WOOD AND PLASTICS

06100.0	Rough Carpentry										
01	On-Site TPC Carpenter	200.00 hour	38.35 /hour	7,670	-	-	-	-		38.35 /hour	7,670
02	Daily On Site Rough Clean Labor	1,536.00 hour	-	-	-	-	14.00 /hour	21,504		14.00 /hour	21,504
	<i>Cost of Work per Clarification 1</i>										
03	Construction Equipment Rental & Fuel	48.00 week	-	-	-	-	285.00 /week	13,680		285.00 /week	13,680
	<i>Cost of Work per Clarification 1</i>										
05	Rough Carpentry Material	37,181.00 sqft	-	-	0.16 /sqft	5,968	-	-		0.16 /sqft	5,968
	<i>Labor By On Site TPC Forces</i>										
	<i>See Book for Detailed Takeoffs</i>										
05	Temporary Weather Protection	37,181.00 sqft	-	-	0.043 /sqft	1,591	-	-		0.043 /sqft	1,591
	<i>Labor By On Site TPC Forces</i>										
	<i>See Book for Detailed Takeoffs</i>										
	Rough Carpentry		0.21 /sqft	7,670	0.203 /sqft	7,559	0.95 /sqft	35,184		1.36 /sqft	50,413
	37,181.00 sqft										
	200.00 Labor hours										
06115.0	Sheathing										
01	Hardi Plank Siding Subcontractor	0.00 lsum	-	-	-	-	-	-		-	-
	<i>None Anticipated</i>										
06220.0	Millwork										
01	Radius Built-in Bench - 1st Floor - 100	16.00 Inft	-	-	-	-	410.00 /Inft	6,560		410.00 /Inft	6,560
	<i>Material of Bench TBD</i>										
01	Straight Built-in Bench - 1st Floor - 100	0.00 Inft	-	-	-	-	0.00	0			
	<i>Owner FF&E per meeting 11/18/2010 - to be included in Furniture Budget</i>										
01	Built-in Benches - 2nd Floor	0.00 Inft	-	-	-	-	-	-		-	-
	<i>None Anticipated per Reconciliation Meeting on 11/12/2010</i>										
01	Wood Base Cabinets - 1st Floor	0.00 Inft	-	-	-	-	-	-		-	-
	<i>None Anticipated per Reconciliation Meeting on 11/12/2010</i>										
01	Wood Base Cabinets - 2nd Floor - Sheriff's Suite - 200, 204	22.00 Inft	-	-	-	-	350.00 /Inft	7,700		350.00 /Inft	7,700
01	Plastic Laminate Base Cabinet - 2nd Floor - Coffee Bar - 275	5.00 Inft	-	-	-	-	250.00 /Inft	1,250		250.00 /Inft	1,250
01	Plastic Laminate Countertop - 2nd Floor - Coffee Bar - 275	5.00 Inft	-	-	-	-	75.00 /Inft	375		75.00 /Inft	375
01	Casework at Break Rooms - 1st & 2nd Floors	0.00 lsum	-	-	-	-	0.00	0			
	<i>Owner FF&E per meeting 11/18/2010 - to be included in Furniture Budget</i>										
01	Casework at Work Room - 2nd Floor	0.00 lsum	-	-	-	-	0.00	0			
	<i>Owner FF&E per meeting 11/18/2010 - to be included in Furniture Budget</i>										
01	Casework at Warrant Office	0.00 lsum	-	-	-	-	0.00	0			
	<i>Owner FF&E per meeting 11/18/2010 - to be included in Furniture Budget</i>										
01	Casework at all Conference Rooms except Sheriff's Suite	0.00 lsum	-	-	-	-	0.00	0			
	<i>Owner FF&E per meeting 11/18/2010 - to be included in Furniture Budget</i>										
01	Metal Countertop with built-in Sink at Garage Area	0.00 lsum	-	-	-	-	0.00	0			
	<i>Owner FF&E per meeting 11/18/2010 - to be included in Furniture Budget</i>										
04	Solid Surface Counter w/ Plumbing Screen - 1st Floor - 119, 147	11.00 Inft	-	-	-	-	110.00 /Inft	1,210		110.00 /Inft	1,210

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07100.0	Waterproofing										
05	Waterproofing at Elevator Pit	2.00	each	-	-	-	-	1,450.00 /each	2,900	1,450.00 /each	2,900
05	Waterproofing at Footing Along Perimeter of Building	2,393.00	sqft	-	-	-	-	3.05 /sqft	7,299	3.05 /sqft	7,299
	Waterproofing							0.274/sqft	10,199	0.274/sqft	10,199
	37,181.00	sqft									
07196.0	Air Infiltration System										
----	Fluid-Applied Air Barrier at Densglass Sheathing	20,560.30	sqft					2.55 /sqft	52,429	2.55 /sqft	52,429
----	Seal Joints at Densglass Sheathing	15,432.00	lnft					1.25 /lnft	19,290	1.25 /lnft	19,290
----	SS Flashing at Rough Openings	2,598.00	lnft					7.80 /lnft	20,264	7.80 /lnft	20,264
	Air Infiltration System							2.474/sqft	91,983	2.474/sqft	91,983
	37,181.00	sqft									
07250.0	Fireproofing										
01	Spray Applied Fire Proofing	3,086.00	sqft	-	-	-	-	3.00 /sqft	9,258	3.00 /sqft	9,258
	Anticipated at Structural Beams of One Hour Rated Rooms on First Floor only per Reconciliation Meeting on 11/12/2010										
	Fireproofing							0.25/sqft	9,258	0.25/sqft	9,258
	37,181.00	sqft									
07420.0	Composite Panels										
----	Exterior Metal Soffit Ceilings	0.00	sqft	-	-	-	-	0.00	0		
	Changed to Stucco Soffit Ceilings during Reconciliation Meeting on 11/12/2010										



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Schematic Estimate

Item	Description	Takeoff Qty	Labor		Material		Subcontract		Name	Total	
			Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount		Unit Cost	Amount
07510.0	Modified Bitumen Roofing										
01	SBS Modified Bitumen Roof on 4" Rigid Insulation	19,184.78	sqft	-	-	-	9.95 /sqft	190,889		9.95 /sqft	190,889
01	EPDM Roofing and Pavers at Balcony	0.00	sqft	-	-	-	0.00	0			
	<i>Changed to Stainless open grate system during Reconciliation Meeting on 11/12/2010.</i>										
01	Roof Walkway Pads	68.25	lnft	-	-	-	5.00 /lnft	341		5.00 /lnft	341
02	Roof Hatch	2.00	each	-	-	-	210.00 /each	420		210.00 /each	420
02	Prefinished Downspouts and Conductor Heads	225.00	lnft	-	-	-	16.50 /lnft	3,713		16.50 /lnft	3,713
02	Kalwall Skylight System with Curbs	1.00	ALLO	-	-	-	2,280.00 /ALLO	2,280		2,280.00 /ALLO	2,280
	Modified Bitumen Roofing						5.32 /sqft	197,642		5.32 /sqft	197,642
	37,181.00 sqft										
07920.0	Sealants & Caulking										
01	Exterior Joint Sealants & Caulking	20,560.30	sqft	-	-	-	0.50 /sqft	10,280		0.50 /sqft	10,280
01	Fire Stopping	539.75	lnft	-	-	-	9.25 /lnft	4,993		9.25 /lnft	4,993
01	Caulking at Precast Joints	2,098.470	lnft	-	-	-	3.10 /lnft	6,505		3.10 /lnft	6,505
01	Security Sealants at Holding Cells	330.00	lnft	-	-	-	6.00 /lnft	1,980		6.00 /lnft	1,980
01	Lift for Precast Caulking Access	1.00	lsum	-	-	-	3,500.00 /lsum	3,500		3,500.00 /lsum	3,500
	Sealants & Caulking						0.733/sqft	27,258		0.733/sqft	27,258
	37,181.00 sqft										
	THERMAL AND MOISTURE PROT			0		0	9.05/sqft	336,340		9.05/sqft	336,340
	37,181.00 sqft										
08000.0	DOORS AND WINDOWS										
08001.0	Doors, Frames, & Hardware										
01	Doors, Frames & Hardware Installation	135.00	leaf	-	-	-	185.00 /leaf	24,975		185.00 /leaf	24,975
03	Single HM Frame - Non Rated	56.00	each	-	-	251.45 /each	14,081	-	-	251.45 /each	14,081
05	Single HM Frame - Fire Rated	19.00	each	-	-	278.20 /each	5,286	-	-	278.20 /each	5,286
05	Double HM Frame - Non Rated	3.00	each	-	-	315.65 /each	947	-	-	315.65 /each	947
05	Double HM Frame - Fire Rated	4.00	each	-	-	347.75 /each	1,391	-	-	347.75 /each	1,391
05	HM Door Leaf - Single - Non Rated	5.00	leaf	-	-	304.95 /leaf	1,525	-	-	304.95 /leaf	1,525
05	HM Door Leaf - Single - Fire Rated	27.00	leaf	-	-	347.75 /leaf	9,389	-	-	347.75 /leaf	9,389
06	S/C Wood Door Leaf with Full Vision Glass - Single - Non Rated	103.00	leaf	-	-	428.00 /leaf	44,084	-	-	428.00 /leaf	44,084
07	Finish Hardware - Interior at single door	101.00	each	-	-	374.50 /each	37,825	-	-	374.50 /each	37,825
07	Finish Hardware - Interior at double door	2.00	each	-	-	749.00 /each	1,498	-	-	749.00 /each	1,498
08	Finish Hardware - Panic Hardware - Single	12.00	each	-	-	1,503.35 /each	18,040	-	-	1,503.35 /each	18,040
08	Finish Hardware - Panic Hardware - Double	6.00	each	-	-	3,402.60 /each	20,416	-	-	3,402.60 /each	20,416
08	Finish Hardware - Secure Interior - Single	6.00	each	-	-	802.50 /each	4,815	-	-	802.50 /each	4,815
10	Electronic Door Hardware - Power Assist Actuator Package	1.00	each	-	-	561.75 /each	562	-	-	561.75 /each	562
10	Electronic Door Hardware - Power Assist Operator	1.00	each	-	-	3,477.50 /each	3,478	-	-	3,477.50 /each	3,478
10	Electronic Door Hardware - Power Assist Power Supply	1.00	each	-	-	267.50 /each	268	-	-	267.50 /each	268
---	11 Cylinders Only at AL Storefront Doors	7.00	each	-	-	42.80 /each	300	-	-	42.80 /each	300
	Finish Hardware - Magnetic Hold Open Device	2.00	each	-	-	508.25 /each	1,017	-	-	508.25 /each	1,017
	Doors, Frames, & Hardware					4.44 /sqft	164,919	0.672/sqft	24,975	5.11 /sqft	189,894
	37,181.00 sqft										
08360.0	Overhead Doors										
01	Overhead Colling Door - 10' x 10'	1.00	each	-	-	-	4,900.00 /each	4,900		4,900.00 /each	4,900
01	Overhead Colling Door - 10' x 18'	1.00	each	-	-	-	8,800.00 /each	8,800		8,800.00 /each	8,800
01	Interior Colling Security Grate at Corridor A - 10' high x 18' wide	1.00	each	-	-	-	3,800.00 /each	3,800		3,800.00 /each	3,800
	Overhead Doors						0.471/sqft	17,500		0.471/sqft	17,500
	37,181.00 sqft										
08410.0	Aluminum Entrances & Stor										
01	Interior Storefront Framing - 10'-0" Height	4,244.17	sqft	-	-	-	21.50 /sqft	91,250		21.50 /sqft	91,250
01	Interior Storefront Framing - 7'-0" Height	2,535.75	sqft	-	-	-	21.50 /sqft	54,519		21.50 /sqft	54,519
01	Interior Storefront Framing - 10'-0" Height (Smoke Enclosure)	882.50	sqft	-	-	-	21.50 /sqft	18,974		21.50 /sqft	18,974



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Schematic Estimate

Item	Description	Takeoff Qty	Labor		Material		Subcontract		Name	Total	
			Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount		Unit Cost	Amount
08410.0	Aluminum Entrances & Stor										
01	Curtainwall Framing - 6" Kawneer 1600-1	4,684.17	sqft	-	-	-	38.80 /sqft	181,746		38.80 /sqft	181,746
01	Curtainwall Framing - 6" Kawneer - Sun Shades	439.08	lnft	-	-	-	125.00 /lnft	54,885		125.00 /lnft	54,885
01	Curtainwall Framing - Decorative Stamped Metal Panel	246.25	sqft	-	-	-	38.80 /sqft	9,555		38.80 /sqft	9,555
01	Curtainwall Framing - Metal Panel Spandrel	1,265.28	sqft	-	-	-	38.80 /sqft	49,093		38.80 /sqft	49,093
05	Pass-through Window - Wide	1.00	each	-	-	-	450.00 /each	450		450.00 /each	450
05	Pass-through Window - Narrow	4.00	each	-	-	-	410.00 /each	1,640		410.00 /each	1,640
05	Storefront Doors - Single	1.00	each	-	-	-	2,000.00 /each	2,000		2,000.00 /each	2,000
06	Storefront Doors - Pair	3.00	each	-	-	-	3,750.00 /each	11,250		3,750.00 /each	11,250
07	Storefront Door Hardware Single Exterior	1.00	each	-	-	-	950.00 /each	950		950.00 /each	950
08	Storefront Door Hardware Double Egress	3.00	each	-	-	-	4,200.00 /each	12,600		4,200.00 /each	12,600
09	Storefront Doors - Prep Leafs for Automatic Door Opener	1.00	each	-	-	-	250.00 /each	250		250.00 /each	250
	Aluminum Entrances & Stor						13.16 /sqft	489,160		13.16 /sqft	489,160
	37,181.00 sqft										
	DOORS AND WINDOWS			0	4.44 /sqft	164,919	14.30 /sqft	531,635		18.734 /sqft	696,554
	37,181.00 sqft										
09000.0	FINISHES										
09200.0	Lath & Plaster										
---	Stucco Soffit Ceilings	190.00	sqft	-	-	-	12.00 /sqft	2,280		12.00 /sqft	2,280
	Lath & Plaster						0.061/sqft	2,280		0.061/sqft	2,280
	37,181.00 sqft										
09250.0	Gypsum Wallboard										
01	Densglass, Metal Studs, Insulation Exterior Walls - 1st Floor	5,736.00	sqft	-	-	-	7.25 /sqft	41,586		7.25 /sqft	41,586
01	Densglass, Metal Studs, Insulation Exterior Walls - 2nd Floor	8,162.00	sqft	-	-	-	7.25 /sqft	59,175		7.25 /sqft	59,175
01	Densglass, Metal Studs, Insulation Exterior Walls - 2' High Parapet	1,136.00	sqft	-	-	-	8.00 /sqft	9,088		8.00 /sqft	9,088
01	Drywall, Metal Studs, Insulation to Structure 1 Hour Rated - 1st Floor	5,388.00	sqft	-	-	-	5.00 /sqft	26,940		5.00 /sqft	26,940
01	Drywall, Metal Studs, Insulation to Structure 1 Hour Rated - 2nd Floor	1,932.00	sqft	-	-	-	5.00 /sqft	9,660		5.00 /sqft	9,660
01	Drywall, Metal Studs, Insulation to Structure - 1st Floor	10,191.00	sqft	-	-	-	5.00 /sqft	50,955		5.00 /sqft	50,955
01	Drywall, Metal Studs, Insulation to Structure - 2nd Floor	5,051.00	sqft	-	-	-	5.00 /sqft	25,255		5.00 /sqft	25,255
01	Drywall, Metal Studs, Insulation to 10'-6" - 1st Floor	4,172.00	sqft	-	-	-	5.00 /sqft	20,860		5.00 /sqft	20,860
01	Drywall, Metal Studs, Insulation to 10'-6" - 2nd Floor	8,667.00	sqft	-	-	-	5.00 /sqft	43,335		5.00 /sqft	43,335
01	Drywall, Metal Studs, Insulation to 3'-0" - 1st Floor	354.00	sqft	-	-	-	5.00 /sqft	1,770		5.00 /sqft	1,770
01	Drywall, Metal Studs, Insulation to 3'-0" - 2nd Floor	690.00	sqft	-	-	-	5.00 /sqft	3,450		5.00 /sqft	3,450
01	Drywall, Metal Studs, Insulation to Structure 1 Hour Rated, Impact Resistant w/ Security Mesh - 1st Floor	1,185.00	sqft	-	-	-	15.00 /sqft	17,775		15.00 /sqft	17,775
01	Drywall, Metal Studs, Insulation to Structure 1 Hour Rated, Impact Resistant w/ Security Mesh - 2nd Floor	1,863.00	sqft	-	-	-	15.00 /sqft	27,945		15.00 /sqft	27,945
01	Drywall, Metal Studs, Insulation to Structure Smoke Enclosure - 1st Floor	0.00	sqft	-	-	-	0.00	0			
	<i>None Anticipated</i>										
01	Drywall, Metal Studs, Insulation to Structure Smoke Enclosure - 2nd Floor	2,863.00	sqft	-	-	-	6.00 /sqft	17,178		6.00 /sqft	17,178
02	ACT Ceilings - 1st Floor	11,663.00	sqft	-	-	-	3.00 /sqft	34,989		3.00 /sqft	34,989
02	ACT Ceilings - 2nd Floor	14,041.00	sqft	-	-	-	3.00 /sqft	42,123		3.00 /sqft	42,123
02	Vinyl ACT Ceilings - 1st Floor	384.00	sqft	-	-	-	3.75 /sqft	1,440		3.75 /sqft	1,440
02	Vinyl ACT Ceilings - 2nd Floor	0.00	sqft	-	-	-	0.00	0			
	<i>None Anticipated</i>										
04	Gypsum Soffits - 1st Floor	853.00	sqft	-	-	-	5.50 /sqft	4,692		5.50 /sqft	4,692
04	Gypsum Soffits - 2nd Floor	668.00	sqft	-	-	-	5.50 /sqft	3,674		5.50 /sqft	3,674
04	Gypsum Ceilings - 1st Floor	1,149.00	sqft	-	-	-	5.50 /sqft	6,320		5.50 /sqft	6,320



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Item	Description	Takeoff Qty	Labor		Material		Subcontract		Name	Total	
			Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount		Unit Cost	Amount
09250.0	Gypsum Wallboard										
04	Gypsum Ceilings - 2nd Floor	998.00 sqft	-	-	-	-	5.50 /sqft	5,489		5.50 /sqft	5,489
04	Gypsum Ceilings Impact Resistant Gyp w/ Security Mesh - 1st Floor	187.00 sqft	-	-	-	-	13.00 /sqft	2,431		13.00 /sqft	2,431
04	Gypsum Ceilings Impact Resistant Gyp w/ Security Mesh - 2nd Floor	736.00 sqft	-	-	-	-	13.00 /sqft	9,568		13.00 /sqft	9,568
	Gypsum Wallboard						12.53 /sqft	465,697		12.53 /sqft	465,697
	37,181.00 sqft										
09300.0	Tile										
02	Ceramic Tile Walls (Full Ht all Walls) - 1st Floor	1,994.00 sqft	-	-	-	-	6.75 /sqft	13,460		6.75 /sqft	13,460
02	Ceramic Tile Walls (Full Ht all Walls) - 2nd Floor	2,224.00 sqft	-	-	-	-	6.75 /sqft	15,012		6.75 /sqft	15,012
06	Porcelain Tile Floor - 1st Floor	523.00 sqft	-	-	-	-	8.96 /sqft	4,686		8.96 /sqft	4,686
06	Porcelain Tile Floor - 2nd Floor	576.00 sqft	-	-	-	-	8.96 /sqft	5,161		8.96 /sqft	5,161
07	Porcelain Tile Base - 1st Floor	201.00 lnft	-	-	-	-	8.89 /lnft	1,787		8.89 /lnft	1,787
07	Porcelain Tile Base - 2nd Floor	228.00 lnft	-	-	-	-	8.89 /lnft	2,027		8.89 /lnft	2,027
07	100% Anti-Fracture / Waterproofing Membrane - 1st Floor	523.00 sqft	-	-	-	-	3.00 /sqft	1,569		3.00 /sqft	1,569
07	100% Anti-Fracture / Waterproofing Membrane - 2nd Floor	576.00 sqft	-	-	-	-	3.00 /sqft	1,728		3.00 /sqft	1,728
	Tile						1.222/sqft	45,429		1.222/sqft	45,429
	37,181.00 sqft										
09380.0	Terrazzo Flooring										
01	Terrazzo Flooring - 1st Floor	2,628.00 sqft	-	-	-	-	19.85 /sqft	52,166		19.85 /sqft	52,166
01	Terrazzo Flooring - 2nd Floor	0.00 sqft	-	-	-	-	0.00	0			
	<i>None Anticipated per Reconciliation Meeting on 11/12/2010</i>										
02	Terrazzo Precast Base - 1st Floor	315.00 lnft	-	-	-	-	23.00 /lnft	7,245		23.00 /lnft	7,245
02	Terrazzo Precast Base - 2nd Floor	0.00 lnft	-	-	-	-	0.00	0			
	<i>None Anticipated per Reconciliation Meeting on 11/12/2010</i>										
03	Terrazzo Treads & Risers	310.00 lnft	-	-	-	-	75.00 /lnft	23,250		75.00 /lnft	23,250
03	Terrazzo Landings	67.00 sqft	-	-	-	-	30.00 /sqft	2,010		30.00 /sqft	2,010
03	100% Anti-Fracture Membrane - 1st Floor	2,628.00 sqft	-	-	-	-	3.00 /sqft	7,884		3.00 /sqft	7,884
03	100% Anti-Fracture Membrane - 2nd Floor	0.00 sqft	-	-	-	-	0.00	0			
	<i>None Anticipated per Reconciliation Meeting on 11/12/2010</i>										
	Terrazzo Flooring						2.49 /sqft	92,555		2.49 /sqft	92,555
	37,181.00 sqft										
09525.0	\$3.80										
02	Resilient Vinyl Tile Base 4" - 1st Floor	2,474.00 lnft	-	-	-	-	1.15 /lnft	2,845		1.15 /lnft	2,845
02	Resilient Vinyl Tile Base 4" - 2nd Floor	2,933.00 lnft	-	-	-	-	1.15 /lnft	3,373		1.15 /lnft	3,373
03	Rubber Treads & Risers	241.00 lnft	-	-	-	-	20.00 /lnft	4,820		20.00 /lnft	4,820
04	Rubber Floor Tile	144.00 sqft	-	-	-	-	8.00 /sqft	1,152		8.00 /sqft	1,152
05	Linoleum Tile - 1st Floor	3,619.00 sqft	-	-	-	-	3.80 /sqft	13,752		3.80 /sqft	13,752
05	Linoleum Tile - 2nd Floor	2,269.00 sqft	-	-	-	-	3.80 /sqft	8,622		3.80 /sqft	8,622
	\$3.80						0.93 /sqft	34,564		0.93 /sqft	34,564
	37,181.00 sqft										
09680.0	Carpet										
01	Carpet Tile - 1st Floor	801.00 sqyd	-	-	-	-	25.00 /sqyd	20,025		25.00 /sqyd	20,025
01	Carpet Tile - 2nd Floor	1,412.00 sqyd	-	-	-	-	25.00 /sqyd	35,300		25.00 /sqyd	35,300
	Carpet						1.49 /sqft	55,325		1.49 /sqft	55,325
	37,181.00 sqft										
09780.0	Floor Treatment										
01	Minor Floor Preparation	1.00 lsum	-	-	-	-	2,000.00 /lsum	2,000		2,000.00 /lsum	2,000
02	Calcium Chloride Test	1.00 lsum	-	-	-	-	2,275.00 /lsum	2,275		2,275.00 /lsum	2,275
03	Flooring Protection	29,532.00 sqft	-	-	0.043 /sqft	1,264	-	-		0.043 /sqft	1,264
	Floor Treatment				0.034/sqft	1,264	0.12 /sqft	4,275		0.15 /sqft	5,539
	37,181.00 sqft										
09800.0	Special Coatings										
04	Seamless Epoxy Flooring - 1st Floor	456.00 sqft	-	-	-	-	22.75 /sqft	10,374		22.75 /sqft	10,374
04	Seamless Epoxy Flooring - 2nd Floor	0.00 sqft	-	-	-	-	0.00	0			
	<i>None Anticipated</i>										
05	Seamless Epoxy Flooring - Integral Base - 1st Floor	94.00 lnft	-	-	-	-	24.25 /lnft	2,280		24.25 /lnft	2,280

Schematic Estimate

37,181.00 sqft

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Signage



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Item	Description	Takeoff Qty	Labor		Material		Subcontract		Name	Total	
			Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount		Unit Cost	Amount
11400.0	Food & Service Equip										
	01 Commercial Kitchen Equipment <i>None Anticipated</i>	0.00 sqft	-	-	-	-	-	-			
11452.0	Residential Appliance										
	01 Residential - Refrigerator / Freezer Combo <i>Owner FF&E per meeting 11/18/2010</i>	0.00 each	-	-	-	-	-	-			
	02 Residential - Under Counter Refrigerator <i>Owner FF&E per meeting 11/18/2010</i>	0.00 each	-	-	-	-	-	-			
	03 Residential - Range / Oven Combo <i>Owner FF&E per meeting 11/18/2010</i>	0.00 each	-	-	-	-	-	-			
	04 Residential - Microwave <i>Owner FF&E per meeting 11/18/2010</i>	0.00 each	-	-	-	-	-	-			
	05 Residential - Dishwasher <i>Owner FF&E per meeting 11/18/2010</i>	0.00 each	-	-	-	-	-	-			
	06 Residential - Washer <i>Owner FF&E per meeting 11/18/2010</i>	0.00 each	-	-	-	-	-	-			
	07 Residential - Dryer <i>Owner FF&E per meeting 11/18/2010</i>	0.00 each	-	-	-	-	-	-			
11600.0	Laboratory Equipment										
----	Vehicle Lift <i>To be included as an alternate at GMP</i>	0.00 each	0.00	0	0.00	0	-	-			
11900.0	Acoustical Wall Treatment										
	01 Acoustical Wall Treatment Subcontractor <i>None Anticipated</i>	0.00 lsum	-	-	-	-	0.00	0			
EQUIPMENT				0		0	1.23 /sqft	45,680		1.23 /sqft	45,680
37,181.00 sqft											
12000.0	FURNISHINGS										
12300.0	Manufactured Casework										
	01 Manufactured Laboratory Casework <i>Owner FF&E per meeting 11/18/2010</i>	0.00 lsum	-	-	-	-	0.00	0			
	01 Stainless Steel Work Table <i>Owner FF&E per meeting 11/18/2010</i>	0.00 lsum	-	-	-	-	0.00	0			
	01 Lab Equipment - Down Flow Work Station <i>Owner FF&E per meeting 11/18/2010</i>	0.00 lsum	-	-	-	-	0.00	0			
	01 Evidence Drying Station <i>Owner FF&E per meeting 11/18/2010</i>	0.00 lsum	-	-	-	-	0.00	0			
	01 Fuming Chamber <i>Owner FF&E per meeting 11/18/2010</i>	0.00 lsum	-	-	-	-	0.00	0			
12500.0	Window Treatments										
	01 Horizontal Blinds 3'-4" W x 10'-0" - 1st Floor	10.00 each	-	-	-	-	52.50 /each	525		52.50 /each	525
	01 Horizontal Blinds 3'-4" W x 10'-0" - 2nd Floor	16.00 each	-	-	-	-	52.50 /each	840		52.50 /each	840
	01 Horizontal Blinds 6'-0" W x 10'-0" - 1st Floor	20.00 each	-	-	-	-	90.00 /each	1,800		90.00 /each	1,800
	01 Horizontal Blinds 6'-0" W x 10'-0" - 2nd Floor	23.00 each	-	-	-	-	90.00 /each	2,070		90.00 /each	2,070
	Window Treatments						0.141/sqft	5,235		0.141/sqft	5,235
37,181.00 sqft											
12690.0	Entry Mats										
	01 Entry Mats Material - 4' x 12'-6"	1.00 each	-	-	-	-	2,075.00 /each	2,075		2,075.00 /each	2,075
	01 Entry Mats Material - 4' x 8'	1.00 each	-	-	-	-	1,328.00 /each	1,328		1,328.00 /each	1,328
	Entry Mats						0.092/sqft	3,403		0.092/sqft	3,403
37,181.00 sqft											
12700.0	Multiple Seating										
	01 Seating Subcontractor <i>None Anticipated</i>		-	-	-	-	0.00	0			



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Item	Description	Takeoff Qty	Labor		Material		Subcontract		Name	Total	
			Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount		Unit Cost	Amount
FURNISHINGS				0		0	0.232/sqft	8,638		0.232/sqft	8,638
37,181.00 sqft											
14000.0 CONVEYING SYSTEMS											
14200.0 Elevators											
01	Elevator - 2500 lb Passenger Based on Wood Laminated Panels, Stainless Steel Ceiling. Two Stop	1.00 each	-	-	-	-	47,500.00 /each	47,500		47,500.00 /each	47,500
03	Elevator - 3500 lb Sevice ADA / Stretcher capable with stainless Steel Finishes Throughout. Two Stop	1.00 each	-	-	-	-	52,000.00 /each	52,000		52,000.00 /each	52,000
Elevators							2.68 /sqft	99,500		2.68 /sqft	99,500
37,181.00 sqft											
14400.0 Lifts											
01	Wheel Chair Lift None Anticipated	0.00 each	-	-	-	-	0.00	0			
CONVEYING SYSTEMS				0		0	2.68 /sqft	99,500		2.68 /sqft	99,500
37,181.00 sqft											
15000.0 MECHANICAL											
15300.0 Fire Protection											
01	Wet Pipe Sprinkler System - Standard	37,181.00 sqft	-	-	-	-	1.55 /sqft	57,631		1.55 /sqft	57,631
01	Wet Pipe Sprinkler System - Pump, Jockey Pump, and Controller None Anticipated	0.00 sqft	-	-	-	-	0.00	0			
01	Wet Pipe Sprinkler System - StandPipe System None Anticipated	0.00 sqft	-	-	-	-	0.00	0			
03	Dry Pipe Sprinkler System - Standard None Anticipated	0.00 sqft	-	-	-	-	0.00	0			
04	FM-200 System None Anticipated	0.00 sqft	-	-	-	-	0.00	0			
Fire Protection							1.55 /sqft	57,631		1.55 /sqft	57,631
37,181.00 sqft											
15400.0 Plumbing											
01	Plumbing Subcontractor - Water Closet Based on Sensor Operated Flush Valves	17.00 each	-	-	-	-	2,350.00 /each	39,950		2,350.00 /each	39,950
01	Plumbing Subcontractor - SS Penal Combo Units None Required per Team Meeting of 9/29/2010	0.00 each	-	-	-	-	0.00	0			
02	Plumbing Subcontractor - Lavatory Include low flow, sensor operated faucets	9.00 each	-	-	-	-	2,150.00 /each	19,350		2,150.00 /each	19,350
03	Plumbing Subcontractor - Urinal Based on Waterless Cartridge Type	2.00 each	-	-	-	-	2,150.00 /each	4,300		2,150.00 /each	4,300
04	Plumbing Subcontractor - Bi-Level Drinking Fountains	3.00 each	-	-	-	-	1,900.00 /each	5,700		1,900.00 /each	5,700
05	Plumbing Subcontractor - Janitor Sinks	2.00 each	-	-	-	-	2,000.00 /each	4,000		2,000.00 /each	4,000
06	Plumbing Subcontractor - Single Bowl Sinks Include low flow, sensor operated faucets	7.00 each	-	-	-	-	2,000.00 /each	14,000		2,000.00 /each	14,000
06	Plumbing Subcontractor - Double Bowl Sinks	3.00 each	-	-	-	-	2,100.00 /each	6,300		2,100.00 /each	6,300
07	Plumbing Subcontractor - Handicap Fiberglass Shower Unit None Anticipated	0.00 each	-	-	-	-	0.00	0			
08	Plumbing Subcontractor - Water Heater	1.00 each	-	-	-	-	5,500.00 /each	5,500		5,500.00 /each	5,500
08	Plumbing Subcontractor - Water Heater Circulator 1st and 2nd floor	1.00 each	-	-	-	-	2,150.00 /each	2,150		2,150.00 /each	2,150
09	Plumbing Subcontractor - Elevator Sump with Oil Separator	2.00 each	-	-	-	-	1,500.00 /each	3,000		1,500.00 /each	3,000
10	Plumbing Subcontractor - Exterior Grease Trap None Anticipated	0.00 each	-	-	-	-	0.00	0			
11	Plumbing Subcontractor - Internal Roof Drains	0.00 each	-	-	-	-	0.00	0			

Item	Description	Takeoff Qty		Labor		Material		Subcontract		Name	Total		
				Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount		Unit Cost	Amount	
15400.0	Plumbing												
	None Anticiapted.												
12	Plumbing Subcontractor - Floor Drains	11.00	each	-	-	-	-	750.00	/each	8,250		750.00 /each	8,250
13	Plumbing Subcontractor - Hose Bib	4.00	each	-	-	-	-	500.00	/each	2,000		500.00 /each	2,000
14	Plumbing Subcontractor - Refrigerator Hook Up	2.00	each	-	-	-	-	250.00	/each	500		250.00 /each	500
15	Plumbing Subcontractor - Dishwasher Hook Up	2.00	each	-	-	-	-	250.00	/each	500		250.00 /each	500
16	Plumbing Subcontractor - Washer Hook Up	0.00	each	-	-	-	-	0.00		0			
	None Anticipated												
17	Plumbing Subcontractor - Dryer Hook Up	0.00	each	-	-	-	-	0.00		0			
	None Anticipated												
18	Plumbing Subcontractor - Gas Range/Oven Hookup	0.00	each	-	-	-	-	0.00		0			
	None Anticipated												
19	Plumbing Subcontractor - Gas Fireplace Hookup	0.00	each	-	-	-	-	0.00		0			
	None Anticipated												
19	Plumbing Subcontractor - Lab - Vacuum System	1.00	lsum	-	-	-	-	23,000.00	/lsum	23,000		23,000.00 /lsum	23,000
	Includes 7.5hp vacuum pump												
19	Plumbing Subcontractor - Lab - Air System	1.00	lsum	-	-	-	-	18,000.00	/lsum	18,000		18,000.00 /lsum	18,000
	Includes 10.0hp Air comp												
19	Plumbing Subcontractor - Lab - Gas System	1.00	lsum	-	-	-	-	9,800.00	/lsum	9,800		9,800.00 /lsum	9,800
	Includes 4 gas drops												
19	Plumbing Subcontractor - Lab - Eye Wash Station	2.00	each	-	-	-	-	2,250.00	/each	4,500		2,250.00 /each	4,500
	Includes combo emergency shower,eye wash												
19	Plumbing Subcontractor - Lab - Speciman Cabinet Hook-ups	1.00	lsum	-	-	-	-	3,100.00	/lsum	3,100		3,100.00 /lsum	3,100
	Includes specimen Cabinet Hook-ups												
19	Plumbing Subcontractor - Lab - Acid Dulition & Piped to Sink	1.00	lsum	-	-	-	-	21,275.00	/lsum	21,275		21,275.00 /lsum	21,275
	Includes 1-100gallon acid dilution basin												
19	Plumbing Subcontractor - Lab - Sink Connections	1.00	lsum	-	-	-	-	980.00	/lsum	980		980.00 /lsum	980
	Includes 2 sink connections												
	Plumbing							5.28 /sqft		196,155		5.28 /sqft	196,155
	37,181.00 sqft												
15401.0	Kitchen Hood Fire Suppres												
01	Kitchen Fire Suppression Hood	0.00	each	-	-	-	-	0.00		0			
	None Anticipated												
15500.0	HVAC												
02	HVAC Subcontractor - Standard Split System Gas	0.00	ton	-	-	-	-						
	None Anticipated												
03	HVAC Subcontractor - Standard RTU System	0.00	sqft	-	-	-	-						
	None Anticipated												
04	HVAC Subcontractor - Four Pipe Air Cooled Chiller / Boiler System	37,181.00	sqft	-	-	-	-	26.85	/sqft	998,310		26.85 /sqft	998,310
	Includes Associated Piping (2 Pipes) per Chiller. Based on 85 Ton.												
04	HVAC Subcontractor - Cooling Tower	0.00	sqft	-	-	-	-						
	Includes Associated Piping (2 Pipes) per Chiller												
05	HVAC Subcontractor - Boiler System	0.00	sqft	-	-	-	-	0.00		0			
	Includes Two Boilers and Associated Piping (2 Pipe) per Boiler. Based on 750 MBH each.												
05	HVAC Subcontractor - Air Handler Units	0.00	each	-	-	-	-						
	Included in HVAC Subcontractor - Two Pipe Air Cooled Chiller System based on One unit per floor located inside Mechanical Rooms. Based on 13,000CFM and 17,000CFM each.												
05	HVAC Subcontractor - VAV boxes	0.00	each	-	-	-	-						
	Included in HVAC Subcontractor - Two Pipe Air Cooled Chiller System												
05	HVAC Subcontractor - Direct Digital Control Systems	0.00	lsum	-	-	-	-						
	Included in HVAC Subcontractor - Two Pipe Air Cooled Chiller System												
05	HVAC Subcontractor - Special Exhaust Systems for Crime Lab and Garage	0.00	Lsum	-	-	-	-						
	Included in HVAC Subcontractor - Two Pipe Air Cooled Chiller System												
05	HVAC Subcontractor - VAV Reheat Coils	0.00	each	-	-	-	-						
	Included in HVAC Subcontractor - Boiler System												
05	HVAC Subcontractor - Unit Heaters	0.00	sqft	-	-	-	-						
	Included in HVAC Subcontractor - Boiler System												
05	HVAC Subcontractor - Cabinet Unit Heaters	0.00	sqft	-	-	-	-						
	Included in HVAC Subcontractor - Two Pipe Air Cooled Chiller System												
05	HVAC Subcontractor - Energy Recovery Ventilator	0.00	each	-	-	-	-						
	Included in HVAC Subcontractor - Two Pipe Air Cooled Chiller System based on being located on Roof to Supply Air Handling Units ventilation Air. Based on 10,000CFM												
05	HVAC Subcontractor - Ducted Supply	0.00	sqft	-	-	-	-						
	Included in HVAC Subcontractor - Two Pipe Air Cooled Chiller System												
05	HVAC Subcontractor - Ducted Return	0.00	sqft	-	-	-	-						
	Included in HVAC Subcontractor - Two Pipe Air Cooled Chiller System												
05	HVAC Subcontractor - Ducted Exhaust	0.00	sqft	-	-	-	-						
	Included in HVAC Subcontractor - Two Pipe Air Cooled Chiller System												



ASOB-08

Schematic Estimate

Item	Description	Takeoff Qty	Labor		Material		Subcontract		Name	Total	
			Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount		Unit Cost	Amount
16700.0	Fire Alarm System						1.22 /sqft	45,361		1.22 /sqft	45,361
	37,181.00 sqft										
	Communication Systems/Aud										
	01 Telephone/Data Service System - Conduit & Boxes	37,181.00 sqft	-	-	-	-	0.38 /sqft	14,129		0.38 /sqft	14,129
	01 Telephone/Data Service System Owner FF&E per meeting 11/18/2010	0.00 sqft	-	-	-	-	0.00	0			
	02 CATV - Conduit, Cable and Boxes	37,181.00 sqft	-	-	-	-	0.12 /sqft	4,462		0.12 /sqft	4,462
	03 Cable Tray None Anticipated - Utilize J Hooks where required	0.00 lsum	-	-	-	-	0.00	0			
	03 Audio Visual - Conduit and Boxes only	37,181.00 sqft	-	-	-	-	0.14 /sqft	5,205		0.14 /sqft	5,205
	03 Bi-directional Amplifier Owner FF&E per meeting 11/18/2010	0.00 lsum	-	-	-	-	0.00	0			
	Communication Systems/Aud						0.64 /sqft	23,796		0.64 /sqft	23,796
	37,181.00 sqft										
	ELECTRICAL			0		0	22.27 /sqft	827,820		22.27 /sqft	827,820
	37,181.00 sqft										
	17000.0	MISCELLANEOUS									
	17100.0	Miscellaneous									
01 Building Commissioning Services By Owner per meeting 11/18/2010	0.00 sqft	-	-	-	-	0.00	0				
01 Water Intrusion Prevention Reviews, Testing & Inspections During Construction	1.00 lsum	-	-	-	-	18,500.00 /lsum	18,500		18,500.00 /lsum	18,500	
Miscellaneous						0.50 /sqft	18,500		0.50 /sqft	18,500	
37,181.00 sqft											
MISCELLANEOUS			0		0	0.50 /sqft	18,500		0.50 /sqft	18,500	
37,181.00 sqft											

ASOB-08

Schematic Estimate

Estimate Totals

Description	Amount	Totals	Rate	Cost Basis	Cost per Unit
Labor	7,670				0.206 /sqft
Material	337,636				9.081 /sqft
Subcontract	5,768,981				155.159 /sqft
Equipment					
Other					
	<u>6,114,287</u>	<u>6,114,287</u>			<u>164.447 /sqft</u>
Building Permits - Bv Owner				I	
Development Permits - Bv Owner				L	
Review Fees - Bv Owner				I	
Impact Fees - Bv Owner				L	
		<u>6,114,287</u>			<u>164.447 /sqft</u>
Builders Risk Insur - in GC's	(22,480)			L	(0.605) /sqft
Builders Risk Insurance	23,530		3.168 \$ /	1,000 T	0.633 /sqft
P&P Bond - % - In GC's	(55,460)			I	(1.492) /sqft
Performance & Pavment Bond- %	55,460			B	1.492 /sqft
Sub Bonds	<u>100,952</u>		1.750 %	C	<u>2.715 /sqft</u>
	<u>102,007</u>	<u>6,216,294</u>			<u>167.190 /sqft</u>
CM/GC Contingency	177,856		2.861 %	T	4.784 /sqft
Design Contingency	<u>248,652</u>		4.000 %	T	<u>6.688 /sqft</u>
	<u>426,508</u>	<u>6,642,802</u>			<u>178.661 /sqft</u>
General Conditions	531,221			L	14.287 /sqft
TPC Overhead and Profit	215,221			L	5.788 /sqft
Preconstruction Fee	<u>38,000</u>			L	<u>1.022 /sqft</u>
	<u>784,442</u>	<u>7,427,244</u>			<u>199.759 /sqft</u>
Total		7,427,244			199.759 /sqft

HEERY

999 Peachtree Street
Atlanta, Georgia 30309
Phone (404) 881-9880
Fax (404) 892-7582

Preliminary Total Project Budget

Project: **New RCSO Building at 4th and Walton Way** Date: **10-Feb-10**

SF: **39,975**

1. This budget is based on construction dates as follows:

Construction Contract Award Date:	01-Aug-10
Final Completion Date:	01-Aug-11
Construction Duration (Days):	365

2. Escalation Rates:

Annual Rate	3.0%
Mid-Point of Construction:	01-Mar-11
Current Date	10-Feb-10
Years to Mid-Point	1.05
Escalation Rate (Current to Mid-Point)	3.2%

3. Budget for Construction Contract Award Price (CCAP):

CCAP	7,195,500	\$ 180.00
Escalation	3.2% 227,102	
Total CCAP	\$ 7,422,602	A/E Designs to this value \$ 185.68 SF

4. Construction Phase Contingency

Percent of Item 3	5%	\$ 371,130

5. **Total Project Construction Budget
(Line 3, plus Line 4)**

\$ **7,793,732**

6. Allowances for Equipment and Furnishings:

A. Food Service Equipment		\$		
B. Security Equipment	2.501563477	\$	100,000	
C. Audio-Visual Equipment	1.250781739	\$	50,000	
D. Telephone/Communications Equipment	2.501563477	\$	100,000	
E. Recreation Equipment		\$		
F. Waste Disposal Equipment		\$		
G. Signage (Interior & Exterior)	0.14	\$	5,597	
H. Furniture	\$ 12.00	\$	430,150	\$/sf
I. Computers	\$ -	\$	200,000	\$/sf
J. Copy Machine		\$		
K. Artwork		\$		
L. Other		\$		
M. Furnishings		\$		
Parking		\$		
Subtotal		\$	885,747	

O. Contingency (Items A-M above)	5%	\$ 44,287

Total Allowances for Equipment and Furnishings	\$ 930,034

7. **Project Construction Equipment & Furnishings
Budget (Line 5, plus Line 6)**

\$ **8,723,766**

8. Professional Fees:

	Insert %			
A. Architectural and Engineering Services	8.00%	\$	593,808	Calculation based on Total CCAP
B. Programming		\$	25,000	
C. Food Service		\$		
D. Local Design Consultants		\$		
E. Graphic Design		\$		
F. Program Management	3.0%	\$	233,812	
G. Commissioning		\$	40,000	
H. Audio Visual Design		\$		
I. Security Systems		\$		
J. Telephone/Communications Systems		\$	25,000	
K. Surveys, Tests, Borings, Reports	1.5%	\$	111,339	
Subtotal Professional Fees		\$	1,028,959	

HEERY

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Preliminary Total Project Budget

Project: **New RCSO Building at 4th and Walton Way** Date: **10-Feb-10**

Reimbursable Expenses

Insert values or use %

L.	Travel & Living	\$	5,000
	Telephone	\$	1,000
	Reproduction	\$	20,000
	Models & Renderings	\$	5,000
	Photography	\$	
	Postage/Air Freight	\$	500
	Staff Relocation	\$	
	Field Office	\$	
	CADD Expense (Plotting)	\$	
	Other	\$	
	Subtotal Expenses	0%	\$ 31,500
	Subtotal Professional Fees and Expenses		\$ 1,060,459
M.	Contingency (Items A-L above)	5.0%	\$ 53,023
			\$ 1,113,482

9. **Project Design, Construction, Equipment & Furnishings Budget**
(Total of Lines 7 and 8)

\$ 9,837,248

10. Allowances for non-design and construction items:

A.	Accounting Costs	\$	
B.	Construction Financing	\$	500,000
C.	Development Fees	\$	
D.	Feasibility Studies	\$	
E.	Land Acquisitions	\$	0
F.	Legal Fees	\$	15,000
G.	Owner's Travel	\$	
H.	Long Term Financing Fees	\$	
I.	Relocation Costs	\$	
J.	Other	\$	
K.		\$	
L.		\$	
M.		\$	
	Subtotal	\$	515,000
	Contingency (Items A-L above)	3.0%	\$ 15,450

11. Total Non-Design and Construction Allowances \$ 530,450

12. **Project Design, Construction, Equipment, Furnishings**
and Related Allowances Budget (Total of 9 + 11)

\$ 10,367,698

13. Owner's Contingency 3.0%

\$ 311,031**Total Project Budget (Total of Items 12 & 13)**\$ 10,678,729**Total Project Budget Cost/SF**\$ 267.14



**Engineering Services Committee Meeting
12/13/2010 1:10 PM
Traffic Signal**

Department: Clerk of Commission

Caption: Discuss traffic signal at Jimmie Dyess Parkway and Franklin Avenue.
(Requested by Commissioner Grantham)

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:

Clerk of Commission
