Engineering Services Committee Meeting

Commission Chamber- 7/29/2013- 1:00 PM

ENGINEERING SERVICES

1. Motion to authorize condemnation to acquire title of a portion of property for permanent easement and temporary easement, (Parcel 052-0-057-00-0) 3812 Belair Road. Attachments

2. Motion to authorize condemnation to acquire title of a portion of property for permanent easement and temporary easement, (Parcel 053-0-0410-0) 3708 Belair Road. Attachments

3. Motion to authorize condemnation to acquire title of a portion of property for permanent easement and temporary easement, (Parcel 053-0-032-00-0) 3752 Belair Road. Attachments

4. Approve a contract for RFP 12-167, Waste Diversion Renewable Energy Program to Rational Energy. Attachments

5. Approve funding to Harris Construction in the amount of $94,933.75 for the costs associated with performing the requirements to provide asphalt pavement patch repairs, concrete curb and sidewalk replacement for various Augusta Utilities Projects. Attachments

6. Motion to approve funding for the final phase of the Design Consultant Services Agreement to Pond and Company, CPB (328-041110-211828701,211828704) Change Number One and Supplemental Agreement Number One on the Berckmans Road Widening, Realignment and Bridge Replacement Project in the amount of $787,933.40. Project to be funded from SPLOST Phase VI. Attachments

7. Presentation by Mr. Bill Polonus regarding garbage collection in Richmond County contract area. Attachments

8. Presentation by Mr. John Olinzock regarding Solid Waste Fees. Attachments

9. Receive as information emergency procurement of services for landfill site repairs. Attachments

10. Motion to approve the minutes of the Engineering Services Committee held on June 10, 2013. Attachments

11. Presentation by Ms. Beaurine Wilkinson regarding garbage pickup. (Requested by Commissioner Williams) Attachments

12. Ratify the payment of $122,452.50 to Avrett Plumbing for emergency support services, pipe lining and/or pipe bursting at sewer collapses on Polo Road, Polo Court, and Wooten Rd. Attachments

13. Consider cost sharing arrangement for the extension of sewer to the intersection of Gordon Highway and Barton Chapel Road. Attachments

Engineering Services Committee Meeting
7/29/2013 1:00 PM
Acquisition of Permanent Easement & Temporary Easement from Robert F. Bryant, Deceased

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Department:	Law
Caption:	Motion to authorize condemnation to acquire title of a portion of property for permanent easement and temporary easement, (Parcel 052-0-057-00-0) 3812 Belair Road.
Background:	The City cannot determine clear title, as the property owner, Robert F. Bryant, Sr. passed away without a will. In order to proceed and avoid further project delays, it is necessary to condemn a portion of subject property. The required property consists of 75 square feet of permanent easement and 1,474 square feet of temporary easement. The appraised value is $277.00
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:	FUNDS ARE AVAILABLE IN THE FOLLOWING ACCOUNTS: G/L 323-041110-52-12122 J/L 201823332-5212122

REVIEWED AND APPROVED BY:

Finance.
Law.
Administrator.
Clerk of Commission

AGENDA ITEM ______________

EDITION ______________

DATE: June 20, 2013

TO: The Honorable Deke Copenhaver, Mayor
Members of the Augusta Commission/Members of the Public Services Committee

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

SUBJECT: Acquisition of permanent easement and temporary easement to Richmond County, Georgia from Robert F. Bryant, deceased.

CAPTION: Motion to authorize condemnation to acquire title of a portion of property for permanent easement and temporary easement, (Parcel 052-0-057-00-0) 3812 Belair Road.

BACKGROUND: The City cannot determine clear title, as the property owner, Robert F. Bryant, Sr. passed away without a will. In order to proceed and avoid further project delays, it is necessary to condemn a portion of subject property. The required property consists of 75 square feet of permanent easement and 1,474 square feet of temporary easement. The appraised value is $277.00

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: July 2013

DEPARTMENT
DIRECTOR:__________________________

ADMINISTRATOR:_____________________

FUNDS ARE AVAILABLE IN THE
FOLLOWING ACCOUNTS:
G/L 323-041110-52.12122
J/L 201823332-5212122

FINANCE:___________________________

Engineering Services Committee Meeting
7/29/2013 1:00 PM
Acquisition of permanent easement and temporary easement to Richmond County, Georgia from Jean Michel Zapata.

Department:	Law
Caption:	Motion to authorize condemnation to acquire title of a portion of property for permanent easement and temporary easement, (Parcel 053-0-0410-0) 3708 Belair 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 287 square feet of permanent easement and 1,921 square feet of temporary easement. The appraised value is $503.00.
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:	FUNDS ARE AVAILABLE IN THE FOLLOWING ACCOUNTS: G/L 323-041110-52.12122 J/L 201823332-5212122

REVIEWED AND APPROVED BY:

Finance.
Law.
Administrator.
Clerk of Commission

AGENDA ITEM ____________

EDITION ____________

DATE: July 11, 2013

TO: The Honorable Deke Copenhaver, Mayor
Members of the Augusta Commission/Members of the Public Services Committee

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

SUBJECT: Acquisition of permanent easement and temporary easement to Richmond County, Georgia from Jean Michel Zapata.

CAPTION: Motion to authorize condemnation to acquire title of a portion of property for permanent easement and temporary easement, (Parcel 053-0-0410-0) 3708 Belair 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 287 square feet of permanent easement and 1,921 square feet of temporary easement. The appraised value is $503.00

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: July 29, 2013

DEPARTMENT
DIRECTOR:______________________

ADMINISTRATOR:______________________

FUNDS ARE AVAILABLE IN THE
FOLLOWING ACCOUNTS:
G/L 323-041110-52.12122
J/L 201823332-5212122

FINANCE:______________________

Engineering Services Committee Meeting
7/29/2013 1:00 PM
Acquisition of permanent easement and temporary easement to Richmond County, Georgia from Ricky Stephen Newman.

Department:	Law
Caption:	Motion to authorize condemnation to acquire title of a portion of property for permanent easement and temporary easement, (Parcel 053-0-032-00-0) 3752 Belair 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 183 square feet of permanent easement and 3,792 square feet of temporary easement. The appraised value is $706.00 and the counter-offer is $5,540.00.
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:	FUNDS ARE AVAILABLE IN THE FOLLOWING ACCOUNTS: G/L 323-041110-52.12122 J/L 201823332-5212122

<u>REVIEWED AND APPROVED BY</u>:

Finance.
Law.
Administrator.

Clerk of Commission

Cover Memo

Item # 3

AGENDA ITEM ______________

EDITION ______________

DATE: July 16, 2013

TO: The Honorable Deke Copenhaver, Mayor
Members of the Augusta Commission/Members of the Public Services Committee

DWH

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

SUBJECT: Acquisition of permanent easement and temporary easement to Richmond County, Georgia from Ricky Stephen Newman.

CAPTION: Motion to authorize condemnation to acquire title of a portion of property for permanent easement and temporary easement, (Parcel 053-0-032-00-0) 3752 Belair 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 183 square feet of permanent easement and 3,792 square feet of temporary easement. The appraised value is $706.00 and the counter-offer is $5,540.00

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: July 29, 2013

DEPARTMENT
DIRECTOR:________________________

ADMINISTRATOR:____________________

FUNDS ARE AVAILABLE IN THE
FOLLOWING ACCOUNTS:
G/L 323-041110-52.12122
J/L 201823332-5212122

FINANCE:__________________________

Engineering Services Committee Meeting
7/29/2013 1:00 PM
Approve a contract for RFP 12-167, Waste Diversion Renewable Energy Program to Rational Energy.

Department:	Environmental Services
Caption:	Approve a contract for RFP 12-167, Waste Diversion Renewable Energy Program to Rational Energy.
Background:	Augusta's Environmental Services Department (ESD) released RFP 12-167 with the purpose of diverting waste from disposal at the landfill through recycling and processing portions of the waste stream into a marketable product or renewable energy. The nature of this project was that the project be financed, designed, permitted, constructed and operated by the successful proposer under an agreement with Augusta. The proposed facility is to be located on landfill property and receive mixed municipal solid waste (MSW) at the landfill via diverted trucks. The intent is that the ESD continues to receive all the landfill revenues as trash enters the facility. Once across the scales trucks would be diverted into the proposer's facilities where they would theoretically borrow the trash. While there, the proposer would remove portions of the waste stream they want. Then the proposer will deliver the remaining portion of the waste to the landfill to be buried. A driving force of this RFP was keeping the revenue stream intact, while reducing the amount of garbage buried, effectively saving the ESD money.
Analysis:	Upon receiving bids, there was one qualified, responsive bidder, which was Rational Energies (RE). Their proposal seeks to develop a plant that uses waste plastic from the MSW as a feedstock for making fuel oil. The process includes building a receiving floor (inside a building) where waste can be dumped. It will then be processed. Metals, which include steel, tin, and aluminum will be extracted and sold as recycling. Additionally, PET plastics will be removed and sold as recycling. This creates a base revenue stream for the facility as well as improves the diversion rates for Augusta. The goal of RE is to remove film plastics from the MSW. This includes mainly plastic bags, and other films which are received by the landfill. It is anticipated that the volume reduction from this process could be around 20%. This provides a significant improvement to the waste given back to the landfill. When plastics and metals are removed, decomposition

may occur more readily. This yields the ESD more airspace over the long run for Augusta to sell. The film plastics are then sent to a second on-site facility, through the use of pyrolysis, they break the plastic down into oils. This plant operates as a small refining plant. The product created from this plant can be used as a petroleum product. The RE proposal included a variety of benefits to Augusta. The first is the economic impact of building a $30 million dollar facility in Augusta. The second is the ongoing 70+ jobs it will take to operate both facilities. The ESD will benefit from the recovery of non-biodegradable MSW components which are now going into the landfill. RE has contractually agreed to pay for the MSW as a feedstock at $.25 cents per ton received, as well as provide revenue sharing from the recyclables sold, over a specific volume and price. Additionally, the contract allows the ESD to sell RE landfill gas as a fuel source at market conditions. This provides a second outlet for the gas, since our current customer only uses a portion of the available gas. RE also committed to an educational component of the project which includes a classroom in their building complex and will allow fieldtrips and tours. Additionally RE has included two internships annually for the colleges to work with this evolving technology. The ESD structured the deal where there is minimal risk to Augusta. First, RE must get their own permits rather than operate under Augusta's permits. This ensures that any actions (or lack of action) will not have an adverse impact on the landfill. Second, Augusta is leasing RE land at almost a zero cost lease, however, if the project becomes idle, then RE has a defined period to remove all assets from the land and return the land to Augusta. Within the contract, we have allowed the contractor a due diligence period, which allows them to finalize all the site plans, get permitting, establish financing, and initiate the project. If for some reason any of those items do not occur, the contract has a time limit and provisions where the contract becomes void.

Financial Impact: The only cost to Augusta is the use of land by RE. The ESD is paid $.25 cent per ton for each ton that goes into the RE facility. Additionally, a revenue share is established as the parties shall divide all PET recyclable revenues received over $.20 cents per pound and all metal recyclable revenues over $.35 cents per pound in the ratio of 70% to RE and 30% to ESD. Augusta has also included the possibility of selling landfill gas to RE at a market rate.

Alternatives: 1. Approve a contract for RFP 12-167, Waste Diversion Renewable Energy Program to Rational Energy. 2. Do not approve the contract

Recommendation: Approve a contract for RFP 12-167, Waste Diversion Renewable Energy Program to Rational Energy.

Funds are Available in the Following Accounts: N/A

<u>REVIEWED AND APPROVED BY</u>:

Finance.
Procurement.
Law.
Administrator.
Clerk of Commission

ARTICLE 1—DEFINITIONS

Unless otherwise required by the context in which any defined term appears, the following terms shall have the meaning assigned to them in this Article for all purposes including the recitals:

1.1 **BTU** means British Thermal Units or the amount of heat required to raise the temperature of one pound of water one (1) degree Fahrenheit at sixty (60) degrees Fahrenheit and MMBTU means one million (1,000,000) BTU.

1.2 **Contractor's Equipment** has the meaning set forth in Section 2.12.2 of this Agreement.

1.3 **Environmental Attributes** means any and all credits, benefits, emissions reductions, environmental air quality credits, emission reduction credits, renewable energy credits, renewable energy certificates, offsets, and allowances attributable to the generation, destruction, purchase, sale, or use of LFG from the Landfill, including, but not limited to, tags, certificates, credits, allowances, offsets, and similar products or rights attributable to the generation, destruction, purchase, sale, or use of LFG from the Landfill that can be used to claim responsibility for, ownership of, or any avoidance or reduction of emissions or pollutants, including, but not limited to, carbon dioxide, mercury, nitrogen oxide, sulfur oxide, carbon monoxide, particulate matter or similar pollutants or contaminants of air, water or soil, under any governmental, regulatory or voluntary program, including the United Nations Framework Convention on Climate Change and related Kyoto Protocol or other program.

1.4 **Force Majeure** means acts of God, fires, storms, lightning, floods, hurricanes, high water washouts, earthquakes, landslides, explosions, war, blockade, public disorder, acts of the public enemy, insurrections, riots, epidemics, accidents, casualty, labor disturbances, arrests and restraints of governments and people, catastrophic events such as explosions, breakage or accident to equipment caused by an event of Force Majeure, or any other event of similar cause not reasonably within the control of the affected Party and which, by the exercise of reasonable diligence, such Party is unable to prevent or overcome. Force Majeure shall not include the unavailability of or delays in delivery of any product, labor, fuel, service or materials unless caused by an event that would otherwise be defined herein as an event of Force Majeure. Force Majeure shall in no event include (a) any change in the economy or in the markets, pricing or demand for products manufactured at the facility or for recycled materials, processed or unprocessed, that affects Contractor's ability to use municipal solid waste, processed or unprocessed, or any component or product thereof, or the price at which recovered materials can be sold, or (b) increases in the cost of constructing or operating Contractor's Equipment.

1.5 **Good Engineering Practice** shall mean any practices, methods, or acts which, in the exercise of reasonable judgment in light of the facts known would have been expected to accomplish the desired result in a manner consistent with reliability, safety, project economics, and applicable laws and regulations for similar projects in the State of Georgia. This term is not intended to be limited to one practice or method to the exclusion of all others.

1.6 **Governmental Authority** means any federal, state, regional, city or local government, any political subdivision thereof, or any other governmental, quasi governmental, judicial, public or statutory instrumentality, authority, body, agency, commission, administration, bureau, department, board, bureau, court or other entity.

1.7 **Hazardous Materials** means all materials which have been determined to be hazardous to health or the environment by virtue of being defined by the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, regulated by the Toxic Substances Control Act, the Federal Insecticide, Fungicide and Rodenticide Act, or regulated by any other applicable federal, state, or local law. Reference to specific statutes includes amendments as they are made from time to time, as well as the regulations promulgated there under.

1.8 **Inflationary Index** means the Consumer Price Index for All Urban Consumers ("CPI-U"), Atlanta, Georgia – Atlanta, Georgia, All Items published by the United States Department of Labor, Bureau of Labor Statistics ("BLS"), or its successor.

1.9 **Landfill** shall mean the Augusta GA - Deans Bridge Road Municipal Solid Waste Landfill located in Blythe, Georgia.

1.10 **Landfill Gas or LFG** means any and all gases resulting from the anaerobic decomposition of refuse material within the Landfill disposal cells, consisting principally of methane, carbon dioxide, and other constituent gases.

1.11 **Legal Requirements** means any applicable law, order, codes, writ, decree, judgment, requirement, guideline, action, permit, ordinance, rule and regulation of any Governmental Authority whether existing as of the Effective Date of this Agreement or subsequently amended, enacted or promulgated hereafter.

1.12 **Municipal Solid Waste** means any solid waste derived from households, including garbage, trash, and sanitary waste in septic tanks and means solid waste from single family and multifamily residences, hotels and motels, bunkhouses, campgrounds, picnic grounds, and day use recreation areas. The term includes yard trimmings and commercial solid waste, but does not include solid waste from mining, agricultural, or silvicultural operations or industrial processes or operations.

1.13 **Percent Reduction** means the computed amount of waste diverted by the processing facility from landfilling. The percent reduction shall be computed as the total tons delivered to the facility less the total tons disposed in the landfill from the processing facility and then that resulting value divided by the total tons delivered to the facility.

1.14 **Permit(s)** means all actions, reviews, approvals, consents, waivers, exemptions, variances, franchises, orders, permits, authorizations, rights, licenses, filings, zoning changes or variances, and entitlements of whatever kind and however described which are required under applicable law to be obtained or maintained by any person with respect to the activities contemplated herein.

1.15 **Processing Site** means the real property having an approximate size of five (5) acres within or adjacent to the portion of the Landfill on native soil that is above the applicable 100 year flood elevation, is level, or capable of being leveled by grading, and that is firm and not susceptible to settlement following the pouring of a concrete slab and the installation of the Processing System. The Processing Site shall not contain, nor ever have contained, refuse from landfilling operations. The Processing Site shall be mutually agreed upon by the Owner and Contractor. If for some unanticipated reason the initial site mutually agreed upon by the Owner and Contractor is not workable the Owner and Contractor may agree to identify an alternative site on the Landfill that is mutually acceptable to both Parties.

1.16 **Processing System** means all conveyors, screens, pressure vessels, piping, valves, pumps, monitoring devices, compressors, generators and related equipment installed on the Processing Site utilized by Contractor to process the municipal solid waste to a commercial product or energy.

1.17 **Scheduled Interruptions** means an interruption resulting when all or a portion of the respective systems owned by either Contractor or Owner is deliberately taken out of service at a selected time for purposes of maintenance, repair or construction.

1.18 **Unscheduled Interruptions** means an interruption resulting when all or a portion of the respective systems owned by either Contractor or Owner is taken out of service at an unexpected time due to an outage caused by utility outages, equipment failure, human error or other unexpected condition.

ARTICLE 2—CONSTRUCTION OF PROCESSING EQUIPMENT AND FACILITIES

2.1 **Owner's Equipment.** Owner shall be solely responsible and liable for designing, constructing, operating, maintaining, and repairing the Gas Collection System and for the construction of any pipeline necessary to deliver LFG to the Processing Site. (If LFG is proposed to be utilized by the Contractor). Owner shall be responsible for obtaining all Permits relating to the construction and operation of the Gas Collection System.

2.2 **Contractor's Equipment.** Contractor shall be solely responsible and liable for designing, constructing, operating, maintaining, and repairing any and all equipment and facilities necessary to process the MSW as required for the waste diversion/ renewable energy program. Additionally, Contractor shall be solely responsible and liable for designing, constructing, operating, maintaining, and repairing any and all equipment and facilities used to transport, treat, and utilize the LFG from the Processing Site, including any pipeline necessary to deliver LFG from the outside boundary of the Processing Site to Contractor's LFG Processing System (If LFG is proposed to be utilized by the Contractor). Contractor shall be responsible for obtaining all Permits relating to the construction and operation of Contractor's Equipment, including, without limitation, any easements and rights-of-way. Contractor shall be required to prepare any Permit with respect to the Landfill. Any permit modifications required for the Landfill shall be reviewed and approved by the Owner prior to execution of applications and submittal to the State. Contractor shall indemnify and hold Owner harmless from and against any and all claims, actions, losses, damages, and expenses relating to or arising from Contractor's ownership, use, operation, repair, and/or maintenance of Contractor's Equipment.

2.3 **Observation and Demonstration Room.** Contractor shall include a room within its processing facility where plastics processing can be observed as well as a room within the materials recovery plant facility where waste processing can be observed. Final design and layout of the rooms shall be mutually agreed upon during the facility design process.

2.4 **Mutual Support.** Each party shall exercise reasonable efforts to support and assist the other party in the acquisition of all Permits and authorizations and in fulfilling the obligations described above. Such support shall include participating in regulatory proceedings and providing information concerning each party's operations.

ARTICLE 3—PROCESSING OF MUNICIPAL SOLID WASTE

3.1 **Baseline Quantity; Take-or-Pay Obligation.** Subject to the terms and conditions of this Agreement, the Baseline Quantity shall be <u>5,000</u> tons per calendar week of municipal solid waste commencing on the date that waste is first delivered by Owner to the Processing Site. Subject specifically to the limitations set forth in Section 3.4, Owner shall exercise its reasonable efforts to deliver and Contractor shall accept and process all of the municipal solid waste that is delivered to the Processing Site, in each case, up to the Baseline Quantity. Furthermore, the Contractor agrees that its waste processing shall reduce the total tonnage to be landfilled at the facility by <u>20</u> percent as computed on a monthly basis. Contractor will not be obligated to pay Owner until the date that Owner begins providing delivery to the Processing Site.

3.2 **Quantity in Excess of the Baseline Quantity.** Any municipal solid waste received by the Owner at the landfill in excess of the Baseline Quantity will be made available for use by Contractor, but Contractor shall not be required to process such materials. Prior to any system expansions, Contractor shall notify Owner whether it intends to accept additional municipal solid waste in excess of the Baseline Quantity and the amount it would accept if available. Both Contractor and Owner mutually agree to support either expansion of the Processing Facility or alternate uses of excess MSW if future opportunities arise.

3.3 **Use of Municipal Solid Waste Not Taken**. Owner shall be free to utilize, dispose of, or sell to a third party all municipal solid waste tendered to Contractor under Section 3.2 but not processed by or committed to be processed by Contractor for any reason.

3.4 **Quantity and Quality of Municipal Solid Waste.** Contractor understands and acknowledges that, due to the unpredictable nature of municipal solid waste and collection operations, actual delivery rates and quality will vary and there may be material changes. Contractor further understands and acknowledges that Owner is not providing any guarantees, warranties, or representations as to the quality or quantity of waste to be delivered to Contractor, and that the quantities set forth in this Agreement are merely projections. Owner shall operate the Landfill in a prudent and efficient manner in order to attempt to provide Contractor with the Baseline Quantity as set forth in this Agreement.

3.5 **Municipal Solid Waste Not Utilized by Contractor.** Notwithstanding anything to the contrary set forth in this Agreement, in the event Contractor fails to take the Baseline Quantity of municipal solid waste that Owner delivers to the Processing Site on any given day (i) Owner may divert, sell to a third party or landfill all such municipal solid waste, and (ii) Contractor shall make payments to Owner for the Baseline Quantity in accordance with its Take–or-Pay obligations set forth in Section 3.1 of this Agreement.

3.6 **Operating Standard.** Contractor shall install, operate, and maintain Contractor's Equipment in accordance with Good Engineering Practice. Contractor shall operate the processing facility in accordance with all requirements of the permits as obtained per Article 2.2 of this Agreement as well as all permits, regulations and environmental laws applicable to the site. Notices of violations or consent orders for Contractor's failure to operate in accordance with any permits, laws, or regulations as related to the Contractor's operations shall be a material breach of this Agreement and be subject to Article 5.2.b. Contractor shall be liable for damages related to such breach per Article 5.2.e.

3.7 **Priority of Landfill Operations.** Contractor acknowledges and agrees that the primary use of the Landfill is as a sanitary landfill. Notwithstanding anything to the contrary set forth in this Agreement, at all times during the Term hereof, Owner shall have the right to operate the Landfill, and to take all actions at its own cost and expense that Owner deems in good faith necessary or appropriate in connection with the operation and maintenance of the Landfill including actions to comply with any Legal Requirements.

3.8 **Price.** As paid by the Contractor to the Owner, the price of municipal solid waste processed by the Contractor for the first year of this Agreement shall be $0.25 per ton plus applicable taxes and fees. The amount payable for municipal solid waste processed hereunder shall be rounded to the nearest whole cent. The price in subsequent years shall be adjusted by the inflationary index as published for the most recent preceding 12-month period.

3.9 **Invoices, Payment.** Owner shall electronically record the total monthly municipal solid waste delivered for each monthly period from the Landfill scale records. Owner shall prepare and send to Contractor by the fifteenth (15th) day of each month an invoice which shall be accompanied by a report showing amounts of municipal solid waste delivered to the Processing Site. Contractor shall remit payment to Owner within thirty (30) days following receipt of Owner's invoices, which payment date shall be identified on Owner's invoices.

3.10 **Revenue Sharing from Recyclables.** Provided that Owner provides Contractor with access to enough municipal solid waste to enable Contractor to extract recyclable materials for sale equal to at least eight thousand (8,000) tons per year, Owner shall share revenues from Contractor's sale of all recyclable materials as follows: the parties shall divide all PET recyclable revenues received over $0.20 per pound and all metal recyclable revenues received over $0.35 per pound in the ration of seventy percent (70%) to the Contractor and thirty percent (30%) to the Owner.

3.11 **LFG Purchase.** Contractor proposes to purchase landfill gas (LFG) from the Owner on a BTU unit basis based on availability, energy need and costs. Pricing for LFG would be based on local natural gas rates as well as electric rates less any Contractor capital or operational costs for the gas to energy systems. Specific LFG volume and pricing will be mutually agreed upon after further analysis by the Contractor.

3.12 **Scales Out of Service.** If, for any reason, the Landfill scales are out of service or out of repair so that the amount of municipal solid waste delivered and used by Contractor cannot be ascertained or determined from its readings, the amount of municipal solid waste delivered to Contractor during such period when the Landfill scales are out of service shall be determined by averaging truck weights as sent to the Processing Site for the prior three months and counting trucks.

3.13 **Errors in Billing.** Should either party find at any time within one (1) year after the date of any invoice rendered by Owner that there has been an undercharge or an overcharge in the amount billed in the invoice, the party finding the error shall promptly notify the other party in writing. In the case of an undercharge, Owner shall submit a statement for such undercharge, and Contractor, upon verifying the same, shall pay such an amount within thirty (30) days after receipt of the statement but without interest. In the case of an overcharge, Owner, upon verifying the same, shall refund the amount of the overcharge to Contractor within thirty (30) days of notification by Contractor, but without interest. Neither Owner nor Contractor shall have any liability for any undercharge or overcharge relating to invoices over one year old.

3.14 **Contractor Shall Not Sell the Municipal Solid Waste.** Notwithstanding anything to the contrary set forth in this Agreement, Contractor agrees and covenants that it shall not sell, redirect, redeliver, transport or market the municipal solid waste, or any unprocessed portion thereof to any third party. Moreover, and without limiting the generality of the foregoing, Contractor represents and warrants that it shall process the municipal solid waste at the Processing Site.

ARTICLE 4 – LEASE OF PROCESSING SITE

Owner desires to lease the Processing Site to Contractor, and Contractor desires to lease the Processing Site from Owner for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

4.1 **Processing Site Rental.** Contractor shall pay Owner for the use of the Processing Site for the installation and operation of the Processing System purpose, One Dollars ($1.00), payable in full upon execution of this agreement.

4.2 **Lease Term.** Owner hereby leases the Processing Site to Contractor, and Contractor hereby leases the same from Owner, for an "Initial Term" as specified in Section 5.1.

4.3 **Sublease and Assignment.** Contractor shall not sublease all or any part of the Processing Site, or assign this Lease in whole or in part without Owner's written consent.

4.4 **Utilities.** Contractor shall pay all charges for water, sewer, gas, electricity, telephone and other services and utilities used by Contractor on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by Owner. In the event that any utility or service provided to the Leased Premises is not separately metered, Owner shall pay the amount due and separately invoice Contractor for Contractor's pro rata share of the charges. Contractor shall pay such amounts within fifteen (15) days of invoice. Contractor shall coordinate (and be responsible for) all utility upgrades as may be required to service Contractor's Equipment and Processing System.

4.5 **Inspection of Processing Site.** Contractor and its agents and representatives shall have the right to enter upon the Processing Site at reasonable times after the execution of this Agreement for the purpose of inspecting the Processing Site, including inspecting, surveying, engineering, test boring, performance of environmental tests and such other work as Contractor shall consider appropriate and shall have the further right to make such inquiries of governmental agencies and utility companies, etc., and to make such feasibility studies and analyses as it considers appropriate (collectively, the "Inspections"). Contractor shall provide copies of the reports and results of its Inspections to Owner. Contractor shall conduct all Inspections at Contractor's sole expense. Contractor shall provide evidence of a commercially reasonable policy of general liability insurance to Seller prior to entering the Processing Site.

4.6 **Conditions Precedent to Contractor's Obligation to Lease Processing Site**. Contractor's obligation to lease the Processing Site and to perform all other obligations of Contractor under the terms and conditions of this Agreement are subject to fulfillment of the following "Conditions Precedent" on or before ninety (90) days after the execution of the Agreement:

(a) The completion of waste study by an independent third party at Contractor's sole expense to confirm that the volume of plastic and metal found in MSW currently being accepted at the Landfill is not materially lower in quantity than the volume of plastic and metals reflected in the Owner previous waste study conducted displayed in the RFP documents.

(b) Satisfactory completion of the Inspections by Contractor to confirm that the Processing Site is an appropriate location for Contractor to operate a Processing Facility

(c) Satisfactory ALTA/ACSM survey of the Processing Site and any improvements (the "Survey");

(d) Satisfactory environmental reports and condition, including a Phase I report;

(e) Satisfactory soil borings to confirm geotechnical characteristics of the Processing Site;

(f) Satisfactory cross access and other appropriate easements;

Additionally, the obligations of Contractor under this Agreement are subject to fulfillment of the following " Additional Condition Precedent" on or before one hundred eighty (180) days after the execution of this Agreement: Contractor shall have entered into agreements and received permits and all other necessary governmental authorizations on terms and conditions acceptable to Contractor, in Contractor's sole discretion, that shall: (i) enable Contractor to accept delivery of municipal solid waste from Owner and process it in accordance with Contractor business model so as to be able to operate a plastic to syncrude facility on the Processing Site; and (ii) enable Contractor to finance, build and operate the Processing Facility. Contractor shall have the option to extend the contingency period with respect to the Additional Condition Precedent for two (2) ninety (90) days periods (each an "Extension Option"). An Extension Option shall be exercised, if at all, by delivery to Owner of written notice no later than the date of the then expiring contingency period together with copies of applications delivered to applicable regulatory agencies and delivery to the Owner of Ten Thousand and no/100 ($10,000.00) (each an "Extension Fee") per Extension Option. Each Extension Fee shall be nonrefundable by Owner and become part of this Agreement. Contractor may acknowledge satisfaction or waiver of the foregoing Conditions Precedent and the Additional Condition Precedent, only by delivering written notice of satisfaction or waiver to Owner. If Contractor does not acknowledge in writing the satisfaction of the foregoing Conditions Precedent and Additional Condition Precedent (or otherwise waive the same in writing) on or before the applicable contingency date, this Agreement shall automatically be deemed to be terminated, without action required of either party, any Extension Fee which shall have been paid will be retained by Owner, and Contractor and Owner shall thereafter be released from any liability or obligation hereunder. In the event this Agreement is allowed to expire in accordance with this Section 4.6, the parties shall acknowledge such expiration and termination in a commercially reasonable writing mutually acceptable to both parties, upon the request of either party.

ARTICLE 5—TERM, TERMINATION, AND DEFAULTS

5.1 **Term.** Subject to the other provisions contained herein, this Agreement shall become effective on the date of execution and shall continue in effect for a period of ten (10) years beginning on the date of operations of the Processing System. No later than twelve (12) months prior to expiration of this Agreement, Contractor can give written notice to Owner that it wishes to extend the term of this Agreement for additional five (5) year terms beyond the initial ten (10) year term. Any extension to the initial term or additional terms shall be by mutual agreement between both Owner and the Contractor.

5.2 **Owner's Right to Terminate.** Owner shall have the right to terminate this Agreement by written notice to Contractor submitted not later than thirty (30) days following the occurrence of any of the following:

(a) Should Contractor fail to make any payment required under this Agreement within thirty (30) Days after receipt of a written notice from Owner to Contractor that such payment is at least ten (10) days overdue.

(b) Should Contractor commit a material breach of this Agreement and such breach remains uncured for thirty (30) days following written notice of such breach from Owner.

(c) Should Contractor fail to perform its obligations under this Agreement due to an event of Force Majeure that lasts longer than six (6) months.

(d) Should any involuntary proceeding be initiated against Contractor under the bankruptcy or insolvency laws, which involuntary proceeding remains undismissed for thirty (30) consecutive days, or in the event of the initiation by Contractor of a voluntary proceeding under the bankruptcy or insolvency laws.

(e) Notwithstanding anything set forth in this Agreement to the contrary, Owner's right to terminate pursuant to the terms of this Section 5.2 shall be in addition to any other damages that Owner is entitled to under this Agreement and is not an express limitation of damages related to Contractor's default or failure to perform its obligations under this Agreement.

5.3 **Contractor's Right to Terminate.** Contractor shall have the right to terminate this Agreement by written notice to Owner, submitted no later than thirty (30) days following the occurrence of the following:

(a) Should Owner commit a material breach of this Agreement and such breach remains uncured for thirty (30) days following written notice of such breach from Contractor.

(b) Should Owner fail to perform its obligations under this Agreement due to an event of Force Majeure that lasts longer than six (6) months.

(c) Should any involuntary proceeding be initiated against Owner under the bankruptcy or insolvency laws, which involuntary proceeding remains undismissed for thirty (30) consecutive days, or in the event of the initiation by Owner of a voluntary proceeding under the bankruptcy or insolvency laws.

5.4 **Permanent Improvements.** Should this Agreement be terminated, all processing equipment installed within the permanent building shall remain the possession of the Contractor and shall be removed within 180 days. Any equipment to be removed from the site by the Contractor shall be done in such a manner that it does not damage the integrity of the permanent building or any other surrounding structures. Contractor shall give the Owner first right of refusal for purchase of the permanent building and if not excercised, such permanent building shall be removed by the Contractor within 180 days at no cost to the City.

5.5 **Effect of Termination.** Any provision of this Agreement which specifically states it survives the termination of this Agreement, shall survive any termination of this Agreement; provided, that nothing herein shall relieve any Party from liability for the willful breach of any of its representations, warranties, covenants or agreements set forth in this Agreement.

ARTICLE 6—ENVIRONMENTAL ATTRIBUTES

6.1 **Destruction of Landfill Methane.** Owner retains one hundred percent (100%) of any and all Environmental Attributes associated with the LFG whether this LFG is sold to Contractor, flared at the Landfill, or otherwise destroyed, including, without limitation, any Environmental Attributes attributable to the generation, destruction, purchase, sale, or use of LFG from the Landfill.

6.2 **Responsibility and Cooperation.** The parties agree that the responsibility to apply for, qualify for and obtain any emission credits, tax credits, offsets, demonstrations of regulatory compliance and other rights is the responsibility of Owner and Owner shall be wholly responsible for the costs associated therewith. The parties agree to cooperate with each other in providing information and other reasonable cooperation as needed to secure these credits, offsets, and other rights with respect to Article 6 of this Agreement.

6.3 **No Representation.** The parties agree that the existence of these credits, offsets, and other rights is beyond their individual control and are matters defined in the market place and at law. No representation is made herein by either party that such credits, offsets, and other rights exist, will continue to exist, or have monetary value.

ARTICLE 7—COORDINATION OF INTERRUPTIONS

7.1 **Scheduled Interruption.** Contractor and Owner shall coordinate timing of any Scheduled Interruption of their respective systems in order to minimize overall project downtime. Notice of a Scheduled Interruption by either Contractor or Owner shall be given to the other party as soon as practicable and not less than 3 days prior to occurrence of the Scheduled Interruption. Notice shall include the reason for and expected duration of the Scheduled Interruption.

7.2 **Unscheduled Interruption**. In the event that an Unscheduled Interruption occurs on either Contractor's or Owner's system, notice of the Unscheduled Interruption including the cause and estimated duration of the Unscheduled Interruption shall be given to the other party as soon as practicable and not more than 4 hours following the occurrence of the Unscheduled Interruption. Notice shall also be given to the other party as soon as the Unscheduled Interruption has been remedied and regular delivery of municipal solid waste can resume.

ARTICLE 8—TAXES

8.1 **Taxes.**

(a) Contractor shall retain the rights to any tax credits related to the Processing Equipment and other construction costs.

(b) The Contractor shall pay all sales, consumer, use and other similar taxes required by the law of the place where the Work is performed. The Owner will be responsible for any sales or use tax due on materials furnished by the Owner to the Contractor to be incorporated into the Work.

ARTICLE 9—REPRESENTATIONS AND WARRANTIES

9.1 **Representations and Warranties of Owner.** Owner represents and warrants that:

(a) This Agreement has been duly authorized by all necessary persons and bodies and Owner has full power and authority to enter into this Agreement and perform its obligations hereunder.

(b) Owner is not a party to any litigation, or subject to any judgment, order, or decree, or party to any other contract, which would materially affect its performance of its obligation under this Agreement.

(c) The Owner agrees that, during the Term of this Agreement, it shall not take any intentional action to divert the volume of municipal solid waste received by the Landfill in order to achieve the Baseline Quantity that is to be made available to Contractor at the Processing Site, to some other site, it being understood that any action taken by the Owner to encourage recycling or reduction of waste generally, including but not limited to curbside, commercial and multi-housing recycling programs, organic management programs and product stewardship initiatives, shall not be deemed to be in any way a violation of the provisions of this Agreement.

9.2 **Representations and Warranties of Contractor.** Contractor represents and warrants that:

(a) Contractor has done its due diligence and agrees that the municipal solid waste delivered to Processing System will be acceptable for use in its Processing System. Contractor shall be solely responsible for all compliance with all Legal Requirements after the municipal solid waste is delivered to the Processing Site, and shall hold Owner harmless from and against all claims, suits, actions, damages, losses, costs, and expenses of every kind and character arising from each and every claim of any and all persons against the municipal solid waste after its delivery to the Processing Site.

(b) This Agreement has been duly authorized and Contractor has full power and authority to enter into this Agreement and perform its obligations hereunder.

(c) Contractor is not a party to any litigation, or subject to any judgment, order, or decree, or party to any other contract, which would materially affect its performance of its obligations under this Agreement.

9.3 **Disclaimer of Warranties.** Notwithstanding anything to the contrary set forth in this Agreement, Contractor accepts the condition of the Landfill and the municipal solid waste “AS IS, WHERE IS, WITH ALL FAULTS”, and Contractor acknowledges that Owner has not made and does not hereby make, and specifically disclaims, any representations, guarantees, promises, covenants, agreements or warranties of any kind or nature whatsoever (except for those specifically set forth in Section 9.1 hereof), whether past, present or future, oral or written, expressed or implied, including any representation or warranty with respect to merchantability, fitness for a particular purpose, conformity to models or samples, concerning the condition, or quality of the Landfill or the municipal solid waste and their fitness for any particular use, purpose, business or activity contemplated, intended or ongoing, including Contractor’s purposes under this Agreement or the quantity or quality of municipal solid waste at any time. Contractor waives any claim it may have against Owner based on the actual content or characteristics of municipal solid waste sold and purchased hereunder.

ARTICLE 10—FORCE MAJEURE

10.1 **Force Majeure.** If Contractor or Owner is rendered unable, wholly or in part, by an event of Force Majeure to carry out its obligations under this Agreement, other than to make a payment for amounts accrued, such Party shall give to the other Party prompt written notice of the event of Force Majeure with a detailed description of the events or circumstances that constitute such Force Majeure, including the nature of the occurrence and its expected duration, and continue to furnish timely regular reports with respect thereto during the period of Force Majeure; thereupon, the obligations of the Party giving the notice so far as they are affected by the Force Majeure shall be suspended during the continuance of the event (other than accrued obligations to make payments); provided that the suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure. A Party whose performance is affected by an event of Force Majeure shall use best efforts to remove the event of Force Majeure as quickly as practicable. No Force Majeure event shall extend this Agreement beyond its stated term.

10.2 **Strikes and Lockouts.** It is understood and agreed that the settlement of strikes or lockouts shall be entirely within the discretion of the party experiencing the strike or lockout or having the difficulty, and that the foregoing requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts by acceding to the demands of the opposing party when such course is inadvisable in the discretion of the party having the difficulty.

ARTICLE 11—INDEMNITY

11.1 **Contractor’s Environmental Indemnity.** Contractor agrees to indemnify and hold Owner, its agents, contractors, subcontractors, employees, or invitees harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses arising from or due to the presence of Hazardous Materials on Contractor’s Processing Site either existing at the time of or which may have been brought to its property after the execution of this Agreement, provided that Contractor shall have no obligation under this Article for Hazardous Materials which are introduced to or released on Contractor’s Processing Site by Owner, its agents, contractors, subcontractors, employees, or invitees.

11.2 **Contractor’s Indemnity.** Contractor shall indemnify, defend, and hold harmless Owner from and against any claims, loss, damage, liabilities, fines, penalties, cost, and expense, including court costs and reasonable attorneys’ fees, incurred or suffered by Owner:

(a) To the extent relating to the municipal solid waste while in Contractor’s control or possession.

(b) For personal injury, death, or property damage caused by Contractor or its agents' negligent acts or omissions arising from or relating to this Agreement.

(c) Arising from claims or liens for labor performed or materials furnished for Contractor's Facility or relating to Contractor's Equipment.

11.3 **Limitation of Liability.** Notwithstanding any other term of this Agreement to the contrary, in no event shall either party be liable to the other for any indirect, special, incidental, or consequential loss or damage of any type, including, but not limited to lost profits and damage to goodwill or reputation with respect to any claim, whether based on contract, tort (including negligence), warranty, strict liability, implied warranty, or otherwise.

ARTICLE 12—INSURANCE

12.1 **Contractor's Insurance.** Contractor shall at all times carry and maintain, at its own expense, the minimum insurance coverage set forth in this Section12.1. The terms and conditions of such insurance policies (including the amount, scope of coverage, deductibles and self-insured retentions) shall be commercially reasonable shall carry and maintain the following insurance policies: Coverage shall be on an occurrence basis

(a) Commercial GL: no less than $1,000,000.

(b) Auto Liability – single limit: no less than $ 1,000,000, Including coverage for owned, non-owned and hired vehicles for both bodily Injury and property damage

(c) Property/Machinery Breakdown "all risk" insurance for replacement cost for Processing Plant and all equipment include business interruption coverage.

(d) Pollution Liability Coverage: no less than $ 2,000,000

(e) Umbrella Liability Coverage: no less than $ 10,000,000 Excess of primary coverages

(f) Worker's Compensation Statutory Limits and $ 1,000,000 Employer Liability.

ARTICLE 13—MISCELLANEOUS PROVISIONS

13.1 **Assignability.** Except as otherwise provided, neither party may at any time transfer, assign, or delegate its rights or duties under this Agreement without the express prior written consent of the other party, which shall not be unreasonably withheld; and the terms of this Agreement shall be binding on and inure to the benefit of the successors and assigns of the parties. Any attempted assignment in violation of this Section 13.1 shall be null and void.

13.2 **Severability and Non-Waiver.** In the event any sentence or section of this Agreement is declared by a court of competent jurisdiction to be void, such sentence or section shall be deemed severed from the remainder of this Agreement, and the balance of this Agreement shall remain in effect. Either party's waiver of any breach, or failure to enforce any of the terms and conditions of this Agreement, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel compliance with every term and condition of this Agreement or to terminate this Agreement for breach.

13.3 **Patents:**

(a) The Contractor shall hold and save the Owner, the Engineer and their agents harmless from liability of any kind, including cost and expenses, reasonable attorney's fees, for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Work, including its use by the Contractor.

(b) If the Contractor uses any design, process, device or materials covered by letters, trademarks, patent or copyright, the Contractor shall provide for such use by suitable agreement between the Contractor and the holder of such patented or copyrighted design, device or material. The Contract prices shall include royalties or costs arising from the use of such design, device or materials, in any way involved in the Work. The Contractor and the Contractor's sureties shall indemnify and save harmless the Owner, the Engineer and their agents from claims for infringement by reason of the use of such patented or copyrighted design, process, device or materials or any trademark or copyright in connection with Work agreed to be performed under this Contract, and shall indemnify the Owner, the Engineer and their agents for any cost, expense, damage and reasonable attorney's fees which it may be obliged to pay by reason of such infringement, at any time during the prosecution of the Work or after completion of the Work.

13.4 Rights and Remedies. In the event of a material breach of this Agreement by either party, the non-breaching party shall have the right to non-binding arbitration in efforts of resolving the breach. If non-binding arbitration is not successful, the non-breaching party shall have all rights and remedies available under the laws of the State of Georgia. All claims, disputes and other matter in question between the Owner and the Contractor arising out of or relating to the Agreement, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. The Contractor, by executing this Agreement, specifically consents to venue in Augusta and waives any right to contest the venue in the Superior Court of Richmond County, Georgia.

13.5 Notices. Any notice which is permitted or required under this Agreement shall be duly given if in writing and either delivered personally to the person whom it is required to be given or sent registered or certified mail, return receipt requested, postage prepaid as follows:

If to Contractor:
Rational Energies, Inc.
12200 Middleset Road, Suite 300
Eden Prairie, MN 55344

If to Owner:
Augusta, Georgia
Environmental Services Department
4330 Deans Bridge Road
Blythe, Georgia 30805

Augusta, Georgia
Administrator
530 Greene Street
Augusta, Georgia 30901

Each Party shall have the right, from time to time, to designate a different address by notice given in conformity with this Section.

13.6 Access. Upon reasonable advance notice not less than 24 hours, each party agrees to provide the other, and its agents, representatives, and contractors with access to its property and equipment during normal business hours (not including nights, weekends, and holidays) for the purpose of inspection and carrying out its rights and obligations under this Agreement. While on Contractor's property, Owner, its agents, and contractors shall at all times conduct themselves in a safe and prudent manner. While on Owner's property, Contractor, it agents, and contractors shall at all times conduct themselves in a safe and prudent manner.

13.7 Counterparts. This Agreement may be executed in several counterparts, and as executed shall constitute one agreement binding on all of the parties hereto.

13.8 Captions. Captions in this Agreement are solely for the convenience of the parties and are not part of the Agreement, and shall not be used for the interpretation or determination of the validity of the Agreement or any provision thereof.

13.9 Entire Agreement. This Agreement, inclusive of all Exhibits attached hereto, constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all previous written and oral negotiations, commitments, proposals and writings.

13.10 Governing Law. This Agreement shall be governed by the substantive laws of the State of Georgia without reference to its conflicts of law provisions.

13.11 Amendments. This Agreement and any part thereof may be amended at any time by mutual agreement of the parties; however, no modifications, alteration, amendment, or revision of this Agreement shall be binding upon either party unless executed in writing by the party to be bound.

13.12 Independent Contractors. Owner and Contractor are independent contractors. Neither party is or shall be deemed an agent, servant, or employee of or a joint venture with the other party, and neither party shall have the authority to incur debts or liabilities in the name of the other or otherwise bind the other party to any contract, debt, or other obligation.

13.13 **Educational Considerations.** Contractor agrees to participate in internship programs with local Universities including the placement of at least two interns annually. Selection of interns will be done in partnership with the Owner as well as the participating University. Additionally, Contractor agrees to work with the Owner on providing facility tours to groups of interested parties.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

RATIONAL ENERGIES, INC.

By: ______________________________

Printed Name: ____________________

Title: ___________________________________

ATTEST:

By: ____________________________________

Printed Name: ____________________

Title:______________________

AUGUSTA, GEORGIA

By: _____________________________________

Printed Name: ____________________

Title: _____________________________

PDFConvert.21643.1.ARC_Revenue_Share
Based on Current Volumes

Volumes Based on Augusta Waste Study

Assumptions

MSW TPD	1,000
Days of Operation	260
Annual Tons	260,000

	%	Capture Rate	Tons	Lbs	Current Price	Revenue	High Price	Revenue
UBCs	0.60%	85.00%	1,326	2,652,000	$ 0.81	2,148,120	$ 0.91	2,413,320
Non-Ferrous	0.70%	85.00%	1,547	3,094,000	$ 0.32	990,080	$ 0.78	2,413,320
Ferrous	1.20%	85.00%	2,652	5,304,000	$ 0.18	954,720	$ 0.25	1,326,000
PET	1.80%	85.00%	3,978	7,956,000	$ 0.19	1,511,640	$ 0.37	2,943,720
Waste Plastic	13.30%	85.00%	29,393	58,786,000	$ -	-	$ -	-
Total Removal	17.60%		38,896	77,792,000		5,604,560		9,096,360
Saleable Pounds			9,503	19,006,000	$ 0.29	5,604,560	$ 0.48	9,096,360

Revenue Share

	Current Price	Revenue	High Price	Revenue
Metals Revenue	$ 0.37	4,092,920	$ 0.56	6,152,640
Amount > $.35/lb	$ 0.02	225,420	$ 0.21	2,285,140
Pet Revenue	$ 0.19	1,511,640	$ 0.37	2,943,720
Amount > $0.20/lb	$ -	-	$ 0.17	1,352,520
Augusta Share				
@ Current Volume (a)		**67,626**		**1,091,298**

a. Volume threshold to begin revenue share is 8,000 annual tons of saleable commodities.

Augusta Financial Benefit

	Current	High Prices
Rent annually	1	1
Landfill Space @ $24.50 Ton	955,500	1,306,500
Landfill Gas	TBD	TBD
Revenue Share	67,626	1,091,298
Total ARC Benefit	**1,023,127**	**2,397,799**

CORRECTED COPY

Request for Proposal

Request for Proposals will be received at this office until Tuesday, July 3, 2012 @ 11:00 a.m. for furnishing:

RFP Item #12-167 **Waste Diversion Renewable Energy Program for Environmental Services 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 viewed on the Augusta Georgia web site under the Procurement Department **ARCbid.** RFP documents may be obtained at the office of the Augusta, GA Procurement Department, 530 Greene Street – Room 605, Augusta, GA 30901. **A Mandatory Pre-Proposal Conference will be held on Friday, June 15, 2012 @ 10:00 a.m. A mandatory site visit will follow. All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Tuesday, June 19, 2012 @ 5:00 P.M. No RFP will be accepted by fax, all must be received by mail or hand delivered.**

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

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

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

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle	May 24, 31, June 7, 14, 2012
Metro Courier	May 30, 2012

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

Revised: 8/15/2011

Cumulative Evaluation Sheet
RFP Item #12-167
Waste Diversion Renewable Energy Program
for Augusta, Georgia – Environmental Services Department

Evaluation Criteria	PTS	Rational Energies 12200 Middleset Road Ste 300 Eden Prairie, MN 55344
1. Diversion Rates	35	25
2. Proposer's Experience and Qualifications	30	20
3. LFG Utilization	15	10
4. Schedule	5	5
5. Contract Terms	5	4
6. Education Benefits to the City	10	8
TOTAL	100	72
Comments:		

Augusta
GEORGIA

ENVIRONMENTAL SERVICES DEPARTMENT

Mark Johnson
Director

MEMORANDUM

TO: Geri Sams
Director - Procurement

FROM: Mark Johnson MJ
Director

DATE: July 19, 2012

SUBJECT: RFP Item 12-167 – Waste Diversion Renewable Energy Program
Departmental Recommendation

In response to RFP Item 12-167 – Waste Diversion Renewable Energy Program, one compliant proposal from Rational Energies was received and evaluated per the criteria in the RFP. At this time, it is our recommendation that contract negotiations begin with Rational Energies.

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

MJ/th

Cc: Nancy Williams
Phyllis Mills
File

24 JUL '12 PM12:30

Environmental Services Department
4330 Deans Bridge Road, Blythe, GA 30805
(706) 592-3200 – Fax (706) 592-3255
WWW.AUGUSTAGA.GOV

FYI: Process Regarding Request for Proposals

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

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

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

(b) Content of the proposals submitted by competing persons shall not be disclosed during the process of the negotiations.

(c) Proposals shall be open for public inspection only after the award is made.

(d) Proprietary or confidential information, marked as such in each proposal, shall not be disclosed without the written consent of the offeror.

(e) Discussions may be conducted with responsible persons submitting a proposal determined to have a reasonable chance of being selected for the award. These discussions may be held for the purpose of clarification to assure a full understanding of the solicitation requirement and responsiveness thereto.

(f) Revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offers.

(g) In conducting discussions with the persons submitting the proposals, there shall be no disclosure of any information derived from the other persons submitting proposals.

Sec. 1-10-52. Sealed proposals.

(a) *Conditions for use.* The competitive sealed proposals method may be utilized when the Augusta, Georgia Administrator approves the written justification of the Procurement Director or using agency head that the sealed bid method is not in the best interest of Augusta, Georgia. Generally, this method may be used when competitive sealed bidding (involving the preparation of detailed and specific specifications) is either not practicable or not advantageous to Augusta, Georgia. Augusta, Georgia is not restricted from using alternative procurement methods for obtaining the best value on any procurement, such as Construction Management at Risk, Design/Build, etc.

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

Item # 4

(c) *Public notice.* Adequate public notice of the request for proposals shall be given in the same manner as provided in section 1-10- 50(c)(Public Notice and Bidder's List); provided the normal period of time between notice and receipt of proposals minimally shall be fifteen (15) calendar days.

(d) *Pre-proposal conference.* A pre-proposal conference may be scheduled at least five (5) days prior to the date set for receipt of proposals, and notice shall be handled in a manner similar to section 1-10-50(c)-Public Notice and Bidder's List. No information provided at such pre-proposal conference shall be binding upon Augusta, Georgia unless provided in writing to all offerors.

(e) *Receipt of proposals.* Proposals will be received at the time and place designated in the request for proposals, complete with bidder qualification and technical information. No late proposals shall be accepted. Price information shall be separated from the proposal in a sealed envelope and opened only after the proposals have been reviewed and ranked.

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

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

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

(1) The ability, capacity, and skill of the offeror to perform the contract or provide the services required;

(2) The capability of the offeror to perform the contract or provide the service promptly or within the time specified, without delay or interference;

(3) The character, integrity, reputation, judgment, experience, and efficiency of the offeror;

(4) The quality of performance on previous contracts;

(5) The previous and existing compliance by the offeror with laws and

ordinances relating to the contract or services;

(6) The sufficiency of the financial resources of the offeror relating to his ability to perform the contract;

(7) The quality, availability, and adaptability of the supplies or services to the particular use required; and

(8) Price.

(h) *Selection committee.* A selection committee, minimally consisting of representatives of the procurement office, the using agency, and the Administrator's office or his designee shall convene for the purpose of evaluating the proposals.

(i) *Preliminary negotiations.* Discussions with the offerors and technical revisions to the proposals may occur. Discussions may be conducted with the responsible offerors who submit proposals for the purpose of clarification and to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals and such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of information derived from proposals submitted by competing offerors.

(j) From the date proposals are received by the Procurement Director through the date of contract award, no offeror shall make any substitutions, deletions, additions or other changes in the configuration or structure of the offeror's teams or members of the offeror's team.

(k) *Final negotiations and letting the contract.* The Committee shall rank the technical proposals, open and consider the pricing proposals submitted by each offeror. Award shall be made or recommended for award through the Augusta, Georgia Administrator, to the most responsible and responsive offeror whose proposal is determined to be the most advantageous to Augusta, Georgia, taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation. The contract file shall contain a written report of the basis on which the award is made/recommended. The contract shall be awarded or let in accordance with the procedures set forth in this Section and the other applicable sections of this chapter.

Planholders List

Member Name City of Augusta, GA (Augusta Commission)

Bid Number RFP-12-167-0-2012/PJM

Bid Name Waste Division Renewable Energy Program

24 Planholder(s) found.

Supplier Name ▲	City	State	Phone	Fax
Alternative Resources, Inc	Concord	MA	9783712054	9783717269
Ameresco	Framingham	MA	5086612230	5086612201
Cascade Renewable Energy	Grand Rapids	MI	8665445520	6162544216
Celtic Energy, Inc.	Glastonbury	CT	8603280535	8608821593
Environmental Consulting & Technology, Inc.	Gainesville	FL	3522483323	1111111111
GDS Associates, Inc.	Marietta	GA	7704258100	7704260303
H2Engineering, Inc.	Tallahassee	FL	8502247922	8502245876
Honeywell Building Solutions	Golden Valley	MN	9413888330	8005551212
Jennifer Langford, AIA CNU PA	Gainesville	FL	3523717187	3523717188
JWR, Inc	Johnson Creek	WI	8886992848	9206992847

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Item # 4

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Planholders List

Member Name City of Augusta, GA (Augusta Commission)

Bid Number RFP-12-167-0-2012/PJM

Bid Name Waste Division Renewable Energy Program

24 Planholder(s) found.

Supplier Name ▲	City	State	Phone	Fax
nath	sunnyvale	CA	4085989105	4085989105
NOVI Energy LLC	Novi	MI	2487356684	2487350088
Oasis Consulting Services	Roswell	GA	6786140530	7705525550
Onvia, Inc. - Content Department	Seattle	WA	2063739500	8882637801
PSI	Castle Rock	CO	3038057323	3038054906
Rational Energies, Inc.	Eden Prairie	MN	9528070080	9526817161
SCS ENGINEERS	Tampa	FL	8136210080	8136236757
Shaw Environmental and Infrastructure, Inc.	Winter Garden	FL	4072873223	4072873201
southwindpools	key west	FL	3052947665	3052964133
SunPower Corporation	Richmond	CA	5105400550	5105598083

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Planholders List

Member Name City of Augusta, GA (Augusta Commission)

Bid Number RFP-12-167-0-2012/PJM

Bid Name Waste Division Renewable Energy Program

24 Planholder(s) found.

Supplier Name ▲	City	State	Phone	Fax
Waste Management	Lake City	GA	4049317880	9999999999
Wharton-Smith, Inc.	Sanford	MS	4073218410	4073276984
White Aluminum Fabrication, Inc.	Stuart	FL	7722193245	7722193246
Wind Water & Energy Conservation	Saint Petersburg Beach	FL	7272531530	7272531531

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Item # 4

RFP Item #12-167
Waste Diversion Renewable Energy Program
for Environmental Services Department
RFP Due: Tuesday, July 3, 2012 @ 11:00 a.m.

Company Name	First Name	Last Name	Address Line 1	Add 2	City	State	ZIP Code
Rational Energies	**Steve**	**Wachter**	**12200 Middleset Road Ste 300**		**Eden Prairie**	**MN**	**55344**
Waste Management	**Greg**	**Peverall**	**3303 North Glenn Avenue**	**South Atlantic Area**	**Winston Salem**	**NC**	**27105**
Sonoco Recycling	**Will**	**Newsome**	**1132 Idlewilde Road**		**Columbia**	**SC**	**29201**
SP Recycling	**Bid Department**		**4600 Frontage Road**		**Forest Park**	**GA**	**30297**
Environmental Services	Mark	Johnson					
Environmental Services	Lori	Videtto					
RFP 12-167 Waste Diversion Renewable Energy Program for Environmental Services Department RFPDue: Tue 7/3/12 @ 11:00 a.m.							

Item # 4

BIDDERS LIST

BID ITEM # 12-167 COST $

#	COMPANY'S NAME & CONTACT PERSON	COMPLETE MAILING ADDRESS TELEPHONE & FAX NUMBERS	DATE	SPEC #	INITIALS	MAILED BY
1	Larry Pittman & Associates Attn: Richard Prouty 1249 Gordon Park Road Augusta, GA 30901	Phone 706-724-7602	6/5/12		DW	Pick-up
2		Fax 706-724-7641				
3						
4						
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6						
7						
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9						
10						
11						
12						

Page 1 of 1
Original

Mandatory Pre-Proposal Conference/
RFP Item #12-167
Waste Diversion Renewable Energy Program
for Augusta, Georgia – Environmental Services Department
Friday, June 15, 2012 @ 10:00 a.m.

PLEASE PRINT

NAME	COMPANY/DEPT.	ADDRESS/CITY/STATE/ZIP CODE	TELEPHONE NUMBER	FAX NUMBER	Prime/Sub/
1. Greg Peverall	Waste Management	3303 N. Glenn Avenue Winston-Salem, NC 27105	336.531.3233	336. ~~[illegible]~~ 721-9089 F	Prime
2. Kenyatta Mitchell	Waste Management	~~175 Richmond St~~ 1571 Bates D ~~Atlanta, GA~~ Lake City, GA 30260	336.531.3233 or 404 931 7880	336.721-9089	Prime
3. [illegible]	[illegible]	12200 [illegible]			Prime
4. Jarrod Olson	Ryon Companies	50 South 10th Street Minneapolis, MN	612-442-4447		Sub
5. Mike Montelone	OASIS Energy	45 Woodstock St. Roswell, GA	404-307-2680		Prime
6. Ginny Williams	DBE/LSB	530 Greene St. Augusta, GA 30901	706 821-2406	706 821-4228	
7. Darrell White	Procurement		706 821-2423	706 821-2811	
8. Sheila Paulk	Procurement		706 821-4251	706 821-2811	
9. Larry Butler	Amerexco	~~300~~ 2555 Piedmont Rd. Bldg 7, Suite 300 ATL. 30349	404-991-4554	"	
10.					
11.					
12.					

Item # 4

Mandatory Site Visit

RFP Item #12-167
Waste Diversion Renewable Energy Program
for Augusta, Georgia – Environmental Services Department
Friday, June 15, 2012 @ 10:00 a.m. (after Meeting)

PLEASE PRINT

NAME	COMPANY/DEPT.
1. Steve Wachter	Rational Energies
2. Jurod Olson	Ryan Companies
3. Mike Monteleone	OASIS Energy
4. Kenyatta Mitchell	Waste Management
5. GREG PEVERALL	Waste Management
6.	
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RFP Opening
RFP Item #12-167
Waste Diversion Renewable Energy Program
for Augusta, Georgia – Environmental Services Department
RFP Due: Tuesday, July 3, 2012 @ 11:00 a.m.

VENDORS	Attachment B	E-Verify #	Addendums 1 & 2	$10,000.00 Bond	Original	7 Copies	Fee
Rational Energies 12200 Middleset Road Ste 300 Eden Prairie, MN 55344	YES	574487	YES	YES	YES	YES	YES
Waste Management 3303 North Glenn Avenue Winston Salem, NC 27105	SUBMITTED NO BID RESPONSE						
Ameresco 3525 Piedmont Road Bldg 7 Ste 300 Atlanta, GA 30305	DID NOT ATTEND SITE VISIT						

The following vendors did not respond:
Oasis Energy LLC / 45 Woodstock Street / Roswell, GA 30075
Ryan Companies US, Inc / 50 South Tenth Street Suite 300 / Minneapolis, MN 55403

Item # 4

Engineering Services Committee Meeting
7/29/2013 1:00 PM
Award Asphalt Patch Repair, Concrete Curb and Sidewalk Replacement (Bid Item 13-114)

Department:	Augusta Utilities Department
Caption:	Approve funding to Harris Construction in the amount of $94,933.75 for the costs associated with performing the requirements to provide asphalt pavement patch repairs, concrete curb and sidewalk replacement for various Augusta Utilities Projects.
Background:	The Augusta Utilities Department issued a request for sealed bids for Bid Item 13-114 for qualified companies to perform the required tasks related to providing asphalt pavement patch repair, concrete curb & sidewalk replacement in association with AUD projects. These services will be required for one year with the option to renew for an additional year. Blair Construction, Inc., GA-Carolina Paving, Beam's Contracting, Sitec LLC, Harris Construction, and Horizon Construction submitted bids and were evaluated. Beam's Construction provided the lowest bid at $94,933.75. The lowest bidder is located outside of the City of Augusta in Beech Island, SC. Due to Harris Construction's bid coming in within 10% of the lowest bid, Harris Construction elected to take advantage of the Local Vendor Preference Policy and matched the lowest bid. As a result, Harris Construction revised their original bid from $103,725 to $94,933.75 Based on the evaluation results Harris Construction was chosen.
Analysis:	The pricing for services by Harris Construction were found to be competitive with similar firms in the area and therefore have been selected for this contract.
Financial Impact:	The amount submitted for the execution of this project was $94,933.75. These funds are available from the following account: 506043410-5311912.
Alternatives:	Reject the chosen bid which would delay the construction of various AUD projects.
Recommendation:	It is recommended that the construction contract for the Asphalt

	Patch Repair, Concrete Curb and Sidewalk Replacement services be approved for $94,933.75 and awarded to Harris Construction.
Funds are Available in the Following Accounts:	$94,933.75 from account 506043410-5311912.

REVIEWED AND APPROVED BY:

Finance.
Procurement.
Law.
Administrator.
Clerk of Commission

Augusta Utilities Department

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

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

MEMO

DATE: May 30, **2013**

TO: **Geri Sams, Procurement Director**

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

SUBJECT: **Asphalt Patch Repair, Concrete Curb and Sidewalk Replacement; Bid Item #13-114**

Item # 5

AUD staff members have reviewed the April 18, 2013 bids results of subject solicitation.

We recommend Harris Construction, our local vendor within 10% of the lowest bidder (Beam Contracting) be given the option to match line by line Beam's bid. Harris Construction is considered capable and experience at performing the required work.

If Harris Construction is agreeable, recommend award of subject solicitation at $94,933.75

Sincerely Yours,

Tom Wiedmeier, P.E., Director

Bid Opening
Bid Item #13-114
Asphalt Patch Repair, Concrete Curb & Sidewalk Replacement
for Augusta, Georgia - Utilities Department
Bid Due: Thursday, April 18, 2013 @ 3:00 p.m.

VENDORS	Attachment B	E-Verify #	Addendum 1-2	SAVE Form	Asphalt 2" Total Price	Curb & Gut Total Price	Con Side 4 Total Price	Gra Agg Ba Total Price	Saw Cutt Total Price	Total
Blair Construction P. O. Box 770 Evans, GA 30809	Yes	224004	Yes	Yes	$127,050.00	$16,500.00	$3,080.00	$21,120.00	$275.00	$168,025.00
GA-Carolina Paving 1920 Milledgeville Rd. Augusta, GA 30904	Yes	100183	Yes	Yes	$148,750.00 /$42.50	$3400.00 /$17.00	$800.00 /$4.00	$4400.00 /$22.00	$650.00 /$26.00	$158,000.00
Bell Construction 604 Brunswick Ave. Augusta, GA 30901										
J & B Construction 3550 Gordon Highway Grovetown, GA 30813										
Beam's Contracting 15030 Atomic Rd Beech Island, SC 29842	Yes	167300	Yes	Yes	$80,665.00	$4,070.00	$1,200.00	$8,920.00	$78.75	$94,933.75
Sitec LLC 217 Fairfield St., NE Aiken, SC 29801	Yes	212379	Yes	Yes	$70,875.00	$13,122.00	$3,240.00	$11,664.00	$405.00	$99,306.00
Contract Management 1827 Killingsworth Rd Augusta, GA 30904										
Blounts Complete Ho 2907C Tobacco Rd Hephzibah, GA 30815										
MLTO, Inc 533 Boiling Springs Barnwell, SC 29847										
Harris Construction P. O. Box 14311 Augusta, GA 30909	Yes	262252	Yes	Yes	$93,625.00	$4,800.00	$1,600.00	$3,200.00	$500.00	$103,725.00
ATK Paving, Inc 50-B Telfair Place Savannah, GA 31415	**LATE**				Non-Compliant	Non-Compliant	Non-Compliant	Non-Compliant	Non-Compliant	Non-Compliant
Horizon Construction P. O. Box 798 Evans, GA 30809	Yes	HHEI 4748	No	Yes	Non-Compliant	Non-Compliant	Non-Compliant	Non-Compliant	Non-Compliant	Non-Compliant

Item # 5

Bid Item #13-114
Asphalt Patch Repair, Concrete Curb & Sidewalk Replacement
for Augusta, Georgia - Utilities Department
Bid Due: Thursday, April 18, 2013 @ 3:00 p.m.

	Harris Construction P. O. Box 14311 Augusta, GA 30909	Lowest Non-local Vendor	Accept	Decline
Asphalt 2" Total Price	$93,625.00	$80,665.00	✓	
Curb & Gut Total Price	$4,800.00	$4,070.00	✓	
Con Side 4 Total Price	$1,600.00	$1,200.00	✓	
Gra Agg Ba Total Price	$3,200.00	$8,920.00	✓	
Saw Cutt Total Price	$500.00	$78.75	✓	
Total	$103,725.00	$94,933.75	✓	

Please indicate if you wish to match the bid of the lowest non-local bidder by selection the approporiate box by each of the 5 individual amounts and the total amount listed in the chart.

Please sign and date the form below and return to the Procurement Department **no later than Tuesday, June 4, 2013 @ 2:00 p.m.** The form may be retuned by fax at 706-821-2811.

Name: Jeffery Harris Date: 6-3-13

Signature: Jeffery Harris

Item # 5

Correction
Invitation to Bid

Sealed bids will be received at this office on Thursday, April 18, 2013 @ 3:00 p.m. for furnishing:

Bid Item 13-114 **Asphalt Patch Repair, Concrete Curb & Sidewalk Replacement for Utilities Department**

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

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

Bid documents may be viewed on the Augusta, Georgia web site under the Procurement Department **ARCbid.** Bid documents may be obtained at the office of the Augusta, GA Procurement Department, 530 Greene Street – Room 605, Augusta, GA 30901. Documents may be examined during regular business hours at the offices of Augusta, GA Procurement Department**.**

A Mandatory Pre Bid Conference will be held on Thursday, March 28, 2013 @ 2:00 p.m. in the Procurement Department, 530 Greene Street, Room 605. All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Monday, April 1, 2013 @ 5:00 p.m. No bid will be accepted by fax, all must be received by mail or hand delivered.

The local bidder preference program is applicable to this project. To be approved as a local bidder and receive bid preference an eligible bidder must submit a completed and signed written application to become a local bidder at least thirty (30) days prior to the date bids are received on an eligible local project. An eligible bidder who fails to submit an application for approval as a local bidder at least thirty (30) days prior to the date bids are received on an eligible local project, and who otherwise meets the requirements for approval as a local bidder, will not be qualified for a bid preference on such eligible local project.

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

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

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

GERI A. SAMS, Procurement Director

Augusta Chronicle	March 7, 14, 21, 28, 2013
Metro Courier	March 13, 2013

Revised: 8/15/2011

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Planholders List

Member Name City of Augusta, GA (Augusta Commission)

Bid Number ITB-13-114-0-2013/PJM

Bid Name Asphalt Patch Repair, Concrete Curb & Sidewalk Replacement

3 Planholder(s) found.

Supplier Name	City	State	Phone	Fax
ConstuctWorks	Chicago	IL	8777376482	3122757197
Onvia, Inc. - Content Department	Seattle	WA	2063739500	8882637801
The Bluebook of Building & Construction	Jefferson Valley	NY	8004312584	9143028103

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BIDDERS LIST

BID ITEM # 13-114 **COST $** ____________

#	COMPANY'S NAME & CONTACT PERSON	COMPLETE MAILING ADDRESS TELEPHONE & FAX NUMBERS	DATE	SPEC #	INITIALS	MAILED BY
1	L.J. Inc Attn: Randal McClain 603 Pine Log Road Beech Island, SC 29842	Phone 706 829-0657	3/18/13		DW	Pick-up
2		Fax 803-827-0062				
3						
4						
5						
6						
7						
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BLAIR CONSTRUCTION
ATTN: PATRICK DILLARD
P.O. BOX 770
EVANS, GA 30809

AMMAR CONSTRUCTION
P O BOX 1877
EVANS GA 30809

SITEC LLC
ATTN DAVID MCGHEE
217 FAIRFIELD STREET
AIKEN SC 29801

CONTINENTAL CONSTRUCTION
4190 CROSSTOWN COURT
EVANS GA 30809

MABUS BROS. CONSTRUCTION
ATTN: JEFFERY COOPER
920 MOLLY POND ROAD
AUGUSTA, GA 30901

JBC CONSTRUCTION
118 N BELAIR ROAD SUITE 1
EVANS GA 30809

HORIZON CONSTRUCTION
ATTN: HENRY HENDERSON
PO BOX 798
EVANS GA 30809

CONTRACT MANAGEMENT INC
ATTN GREGORY WILLIAMS
1827 KILLINGSWORTH ROAD
AUGUSTA GA 30904

HARRIS CONSTRUCTION
1736 BARTON CHAPEL ROAD
AUGUSTA GA 30909

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

J&B CONSTRUCTION & SRVC INC
3550 GORDON HIGHWAY
GROVETOWN GA 30813

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

J & H GRADING & PAVING
ATTN: KEVIN WALTERS
1579 EDGEFIELD HIGHWAY
AIKEN, SC 29801

YVONNE GENTRY
LSB 3RD FLOOR

TOM WIEDMEIER
AUGUSTA UTILITIES DEPARTMENT

RUSSELL THIES
AUGUSTA UTILITIES DEPARTMENT

BID ITEM #13-114
ASPHALT PATCH REPAIR,
CONCRETE CURB AND SIDEWALK
REPLACEMENT
FOR AUGUSTA UTILITIES DEPT
MAILED OUT MARCH 7, 2013

BID ITEM #13-114
ASPHALT PATCH REPAIR,
CONCRETE CURB AND SIDEWALK
REPLACEMENT
FOR AUGUSTA UTILITIES DEPT
BID DUE: THUR 4/18/13 @ 3:00 P.M.

Augusta Utilities Department

Tom Wiedmeier, P.E., Director

Jerry Delaughter, P.E., Assistant Director

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

MEMO

DATE: May 30, **2013**

TO: **Geri Sams, Procurement Director**

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

SUBJECT: **Asphalt Patch Repair, Concrete Curb and Sidewalk Replacement; Bid Item #13-114**

AUD staff members have reviewed the April 18, 2013 bids results of subject solicitation.

We recommend Harris Construction, our local vendor within 10% of the lowest bidder (Beam Contracting) be given the option to match line by line Beam's bid. Harris Construction is considered capable and experience at performing the required work.

If Harris Construction is agreeable, recommend award of subject solicitation at $94,933.75

Sincerely Yours,

Tom Wiedmeier, P.E., Director

Engineering Services Committee Meeting
7/29/2013 1:00 PM
Berckmans Road Widening, Realignment, and Bridge Replacement Project, SA1/CO1

Department: Abie Ladson, PE Director

Caption: Motion to approve funding for the final phase of the Design Consultant Services Agreement to Pond and Company, CPB (328-041110-211828701,211828704) Change Number One and Supplemental Agreement Number One on the Berckmans Road Widening, Realignment and Bridge Replacement Project in the amount of $787,933.40. Project to be funded from SPLOST Phase VI.

Background:

Design for the Berckmans Road Widening, Realignment and Bridge Replacement Project was voted for and funded through SPLOST VI. Berckmans Road in combination with Highland Avenue and Wheeless Road provides the only continuous north-south connection between south Augusta and Washington Road. Subsequently, between Wheeler Road and Washington Road, Berckmans Road has an average daily traffic volume in excess of 12,000 vehicles per day. Moreover, the widening of Alexander Drive and the projected growth for the Villages at Riverwatch makes the maintenance of this route pertinent to the regional mobility of the area. Currently, Berckmans Road terminates at its intersection with Washington Road making it necessary for travelers who wish to accessthe commercial developments on Riverwatch Parkway to turn left onto Washington Road and then a right-turn onto Alexander Drive and vice versa resulting in inefficiency not only in this route but along Washington Road as well due to the fact that so much of the signal's "green" time is used to address left-turns movements could be used more efficiently for other movements. Therefore, the purpose of this project is to realign Berckmans Road between Ingleside Drive and Washington Road and align it with Alexander Drive. This will provide a more efficient north-south connection between south Augusta and Riverwatch Parkway as well as improve progression along Washington Road. In August 2011, a request for Qualifications was released for qualified firms to provide design services for this project with Pond and Company being the selected firm. In February 2012, commission approved the initial design phases of the project that included concept development and public involvement. The purpose of this item is

	to move the project forward from concept to detailed final design
Analysis:	In February 2012, commission approved the initial design phases of the project that included concept development, survey, environmental documentation and public involvement. The purpose of this item is to move the project from concept to final design and keep it moving forward.
Financial Impact:	Funds are available in SPLOST Phase VI
Alternatives:	1) Approve funding for the final design phases of the Design Consultant Services Agreement with Pond and Company CPB (328-041110-211828701 and 211828704) Change Number One and Supplemental Agreement Number One on the Berckmans Road Widening, Realignment, and Bridge Replacement Project in the amount of $787,933.40. Project to be funded from SPLOST Phase VI. 2) Do not approve and not allow project to move forward
Recommendation:	Approve alternative number one
Funds are Available in the Following Accounts:	SPLOST VI

<u>REVIEWED AND APPROVED BY</u>:

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

SUPPLEMENTAL AGREEMENT

Augusta Richmond County Project Number(s):	**328-041110-211828701**
Supplemental Agreement Number:	**1**
Purchase Order Number:	**205642**

WHEREAS, We, **Pond and Company,** entered into a contract with Augusta-Richmond County on February 7, 2012, for Engineering Design Services for **Berckmans Road Widening, Realignment and Bridge Replacement Project,** File Reference No. 11-014 (A), and

WHEREAS, certain revisions to the design requested by Augusta-Richmond County are not covered by the scope of the original contract, we desire to submit the following Supplemental Agreement to-wit:

Engineering services to consist of final design and construction documents

It is agreed that as a result of the above described modification the contract amount is increased by $787,933.40 from $351,451.22 to a new total of $1,139,384.62.

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

NOW, THEREFORE, We, **Pond and Company**, hereby agree to said Supplemental Agreement consisting of the above mentioned items and prices, and agree that this Supplemental Agreement is hereby made a part of the original contract to be performed under the specifications thereof, and that the original contract is in full force and effect, except insofar as it might be modified by this Supplemental Agreement.

This _________ day of _____________, 2013.

RECOMMEND FOR APPROVAL:

CITY OF AUGUSTA-RICHMOND COUNTY
AUGUSTA, GEORGIA

_______________________________ _______________________________

Honorable Deke S. Copenhaver, Mayor

Approved: Date _________________ Approved: Date ________________
[ATTACHED CORPORATE SEAL]

ATTEST: ATTEST:

_______________________________ _______________________________

Title: ______________________ Title: ___________________________

Item # 6

Augusta-Richmond County, Georgia **CPB#328-041110-211828701**

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

CAPITAL PROJECT BUDGET
Berckmans Road Widening, Realignment & Bridge Replacement
(Bid 11-108)
Change Number One

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

Section 1: The project is authorized to CPB#32804211828701. This project is to fund the final design phases of the of the Design Consultant Services Agreement with Pond & Company Change Number One and SA#1 for the Capital Project Budget in the amount of $787,933.40 for the Berckmans RoadWidening Realignment, and Bridge Replacement Project. Project to be initially funded through the Transportation Investment Act of 2010 (aka TIA, TSPLOST).

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

Berckman Rd Realignment SPLOST VI	$ 360,000
Berckman Rd Over Raes Creek SPLOST VI	$ 790,000
	$ 1,150,000

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

By Basin	By District
Raes	$ 7

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#328-041110-211828701**

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

CAPITAL PROJECT BUDGET

Berckmans Road Widening, Realignment & Bridge Replacement

SOURCE OF FUNDS	**CPB AMOUNT CPB**	**CPB Addition**	**New CPB**
Berckmans Rd Realignment PHASE VI	($360,000)		($360,000)
Berckmans Rd over Raes Creek Phase VI		($790,000)	($790,000)
TOTAL SOURCES:	**($360,000)**	**($790,000)**	**($1,150,000)**

USE OF FUNDS			
ENGINEERING			
328-041110-5212115-211828701	$360,000		$360,000
328-041110-5212115-211828704		$790,000	$790,000
TOTAL USES:	**$360,000**	**$790,000**	**$1,150,000**

Engineering Services Committee Meeting
7/29/2013 1:00 PM
Bill Polonus

Department:	Clerk of Commission
Caption:	Presentation by Mr. Bill Polonus regarding garbage collection in Richmond County contract area.
Background:	
Analysis:	
Financial Impact:	
Alternatives:	
Recommendation:	
Funds are Available in the Following Accounts:	

REVIEWED AND APPROVED BY:

AGENDA ITEM REQUEST FORM

Commission meetings: First and third Tuesdays of each month - 5:00 p.m.
Committee meetings: Second and last Mondays of each month - 12:45 to 2:15 p.m.

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

________	Commission	Date of Meeting	________
________	Public Safety Committee	Date of Meeting	________
________	Public Services Committee	Date of Meeting	________
________	Administrative Services Committee	Date of Meeting	________
✓	Engineering Services Committee	Date of Meeting	07/29/13
________	Finance Committee	Date of Meeting	________

Contact Information for Individual/Presenter Making the Request:

Name: BILL POLONUS -
Address: 851 TRIANGLE INDUSTRIAL CT. EVANS, GA 30809
Telephone Number: 706 860 2208
Fax Number: 706 860 7356
E-Mail Address: ARPOLONUS @ GMAIL.COM

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

GARBAGE COLLECTION IN RICHMOND COUNTY
CONTRACT AREA

Please send this request form to the following address:

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

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

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

Engineering Services Committee Meeting
7/29/2013 1:00 PM
John Olinzock

Department:	Clerk of Commission
Caption:	Presentation by Mr. John Olinzock regarding Solid Waste Fees.
Background:	
Analysis:	
Financial Impact:	
Alternatives:	
Recommendation:	
Funds are Available in the Following Accounts:	

REVIEWED AND APPROVED BY:

Rec'd 7-3-13 - and placed in Commission - Boyer

From the Desk of
John Edward Olinzock
241 Telfair Street, #B
Augusta, GA. 30901-0508

1 July 2013

Mayor and Commissioners
Richmond County/City of Augusta, Georgia
Municipal Building
530 Greene Street
Augusta, GA 30901

RE: Solid Waste Fees

Dear Mayor and Commissioners,

There continues to be discrepancies with the amounts of solid waste fee charged on multi-family properties in the online property reports available to the public on the Richmond County website. Recent random sampling of these reports indicate that the problem is City wide. The following is a sampling of such properties in just one block of Telfair Street, 30901, and the information provided in the property reports:

213 Telfair, 3 Family, $116.00
217 Telfair, 2 Family, $116.00
237 Telfair, 2 Family, $116.00
240 Telfair, 2 Family, $116.00
241 Telfair, 3 Family, $347.00
246 Telfair, 4 Family*, $462.00
250 Telfair, 4 Family*, $223.00
254 Telfair, 4 Family*, $347.00
260 Telfair, 5 Family*, $693.00

* indicated as Commercial
(Count of utility meters and mailboxes were used to support number of units)

I contacted the Environmental Services Division of Richmond County in January of this year regarding discrepancies in the fees charged to multi-family properties, and I was instructed by employees that each residential unit within a property is charged a fee of $116.00 annually for solid waste/bulk waste/recycling services, per Richmond County Code, and that there is no exemption from the fee per residential unit. After pointing out discrepancies in fees charged, I was informed at that time that "*code enforcement officers* *were reviewing the entire area and will be making corrections in the system that were found to be wrong. All will be completed before the mailing of the estimated tax statements in April*".

At the May, 2013 Olde Town Neighborhood Association (OTNA) meeting, the Environmental Services Division presented the proposed changes to the solid waste/bulk waste/recycling services to begin June 1. When the spokesperson was asked about the fee discrepancies by members other than myself, it was reported they had been addressed and corrected, along with the issues in the Summerville neighborhood.

Upon receiving my 2013 Assessment from the Richmond County Board of Assessors, I revisited the discrepancies with the Richmond County Information Technology Department, which produces the property reports. After noting the discrepancies, the employee suggested that I contact my District Commissioner for direction in this matter. After several phone discussions with me, my District Commissioner asked me to address this to the Mayor and Commission at the next Commission meeting. I am requesting the Clerk of the Commission read this letter into public record at that meeting.

As a taxpayer, while I am upset that some property owners are not paying the fees per Code, more importantly, **I am concerned about the lost revenues to the local government.** There are services that City Administration is not being able to provide in the Olde Town neighborhood because of insufficient budgets, and/or unfunded mandates. Examples of such services are that when the City is contacted by the neighborhood for power cleaning of the blocked storm drains in the streets, or street sweeping, or replacement of missing street light poles and fixtures, or a simple request for replacement bags for the pet waste stations, the response from the City is that no moneys are available for the services. (Please note that the City Administration provided the pet waste stations and initial supplies to the neighborhood association, and association members volunteered their time and equipment to install the stations).

Fully realizing that this is but one of many items for the Richmond County Commission to address, I appreciate your efforts to resolve this important matter. It is paramount that a fee for service be equitable, and per Code.

Respectfully submitted,

John Edward Olinzock

Engineering Services Committee Meeting
7/29/2013 1:00 PM
Landfill Emergency Repairs

Department: Environmental Services

Caption: Receive as information emergency procurement of services for landfill site repairs.

Background: On June 24, 2013 landfill staff responded to an onsite fire located on a side slope of landfill 2B. The fire was in the vicinity of gas well #11, and burned approximately half an acre. The landfill staff extinguished the fire with shovels and dirt (see photo1). After a review of the scene, it appears that well #11 was hit by lightning causing the fire. This well was completely destroyed including the aboveground well head as well as the underground shaft of the well. The well shaft was split vertically underground as far as could be seen (see photos 2 and 3). While in the vicinity of well #11, two sinkholes were observed (see photos 4, 5, and 6). Through investigation, both a 24 inch and a 42 inch pipe failed causing the large sinkhole. The large sinkhole has created several major issues for the landfill. First, there is exposed trash which could leak into the open portion of the broken storm drain system. Second, the gas header is exposed and compromised, making required gas collection problematic. Third, the liner is open and exposed with the trench drain compromised and dumping additional water into the hole. Finally, is the aspect of safety with a large sinkhole onsite. The second sinkhole is significantly smaller, however, the utilities robot showed that the pipe was broken in this area as well, causing the problems seen from the surface. If corrective actions are not taken quickly the problem will become worse.

Analysis: On June 25, 2013 an engineer from Atlantic Coast Consulting was brought in to evaluate the situation and assist in developing a solution to both the destroyed well and the sinkholes. We contacted the Procurement office for guidance relating to emergency procurement. Atlantic Coast Consulting was asked to develop a general scope of services to correct the issues associated with the gas well and the sinkholes. Attached is the preliminary scope of services. With both of these issues, time is of the essence. If repairs are not made expeditiously, it is likely that additional damage to the systems will result. Additionally, these issues are

	permit impacting, and we will be required to report a deviation from the air permit conditions. All these items are required aspects of a compliant landfill. If repairs are left undone, we could be in violation of our permits which could result in notice of violations (NOV's) or consent orders which could include monetary fines. The department requested and received approval for assistance from the Procurement Department, as well as the Administrator, to facilitate an emergency procurement of services as outlined in the recommendations section of the attached memo from Atlantic Coast Consulting.
Financial Impact:	Atlantic Coast Consulting provided a cost estimate for the project. It is anticipated that this repair will cost approximately $750,000, as seen in the attached documents.
Alternatives:	With the location of the pipes being directly next to the closed section of landfill, there are limited options for this project.
Recommendation:	Receive as information
Funds are Available in the Following Accounts:	541-04-4210/5432222

<u>REVIEWED AND APPROVED BY</u>:

Finance.
Procurement.
Law.
Administrator.
Clerk of Commission

AUGUSTA-RICHMOND COUNTY, GEORGIA

PURCHASE ORDER

ROOM 605, PURCHASING DEPARTMENT
CITY-COUNCIL MUNICIPAL BUILDING (11)
AUGUSTA, GEORGIA 30901-4449

PURCHASE ORDER NO. P226007

REQUISITION/QUOTE NO. R228035

DATE: 07/11/13

DEPARTMENT: 044210

VENDOR PHONE #: (706) 860-5981

VENDOR #: 87395

E-VERIFY #:

PURCHASE ORDER NUMBER ABOVE MUST APPEAR ON ALL INVOICES, SHIPPING PAPERS, AND PACKAGES.

VENDOR:
GEARIG BROTHERS CIVILWORKS
631 PONDER PLACE DRIVE
SUITE 3
EVANS, GA 30809

ATTN:
BID NUMBER:
CONTRACT #:
BUYER: DEBORAH

SHIP TO:
AUG RC CTY LANDFILL
4330 DEANS BRIDGE ROAD
BLYTHE, GA 30805

BILL TO:
AUGUSTA-RICHMOND COUNTY, GEORGIA
ROOM 105, ACCOUNTING DEPARTMENT
CITY-COUNCIL MUNICIPAL BUILDING (11)
AUGUSTA, GEORGIA 30901-4443

ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING DESTINATION.

ITEM #	QUANTITY	UNIT	PRODUCT ID	DESCRIPTION	UNIT PRICE	AMOUNT
0001	1	EACH		AUGUSTA - DEANS BRIDGE ROAD MSW LANDFILL PHASE 2A/2B - 2013 EMERGENCY DRAINAGE & GAS SYSTEM REPAIRS CONCEPT PHASE CONSTRUCTION BUDGET: EROSION CONTROL 541-04-4210/54-32222	60,000.00	60,000.00
0002	1	EACH		TEMPORARY PIPE REPAIRS 541-04-4210/54-32222	35,000.00	35,000.00
0003	1	EACH		GAS WELL ABANDONMENT 541-04-4210/54-32222	5,000.00	5,000.00
0004	1	EACH		PIPE CLEANING/EVALUATION 541-04-4210/54-32222	15,000.00	15,000.00
0005	1	EACH		GAS WELL INSTALLATION 541-04-4210/54-32222	15,000.00	15,000.00
0006	1	EACH		GAS HEADER PIPE REPAIRS 541-04-4210/54-32222	25,000.00	25,000.00

CONTINUED

CONDITIONS - READ CAREFULLY

1. The purchaser is exempt by statue from payment of Federal, State, and Municipal sales, excise and other taxes.
2. Shipping charges prepaid by vendor.
3. Payment will be made on complete shipments only, unless otherwise requested.
4. **DELIVERY TICKET MUST ACCOMPANY GOODS.**
5. No back orders. We will reorder if available.
6. Please make deliveries between 9 A.M. and 4 P.M.
7. All goods received with subsequent privilege to inspect and return at Vendor's expense if defective or not in compliance with our specifications.
8. Indoor delivery if necessary.
9. Payment Net 30 or according to contract.

NET TOTAL............

APPROVED FOR ISSUE

Item # 9

G A Sams

PURCHASING AGENT SIGNATURE

VENDOR COPY

AUGUSTA-RICHMOND COUNTY, GEORGIA

PURCHASE ORDER

ROOM 605, PURCHASING DEPARTMENT
CITY-COUNCIL MUNICIPAL BUILDING (11)
AUGUSTA, GEORGIA 30901-4449

PURCHASE ORDER NO.: P226007

DATE: 07/11/13
DEPARTMENT: 044210
VENDOR PHONE #: (706) 860-5981
REQUISITION/QUOTE NO.: R228035

VENDOR #: 87395
E-VERIFY #:

PURCHASE ORDER NUMBER ABOVE MUST APPEAR ON ALL INVOICES, SHIPPING PAPERS, AND PACKAGES.

VENDOR
GEARIG BROTHERS CIVILWORKS
631 PONDER PLACE DRIVE
SUITE 3
EVANS, GA 30809

ATTN:
BID NUMBER:
CONTRACT #:
BUYER: DEBORAH

SHIP TO:
AUG RC CTY LANDFILL
4330 DEANS BRIDGE ROAD
BLYTHE, GA 30805

BILL TO:
AUGUSTA-RICHMOND COUNTY, GEORGIA
ROOM 105, ACCOUNTING DEPARTMENT
CITY-COUNCIL MUNICIPAL BUILDING (11)
AUGUSTA, GEORGIA 30901-4443

ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING DESTINATION.

ITEM #	QUANTITY	UNIT	PRODUCT ID	DESCRIPTION	UNIT PRICE	AMOUNT
0007	1	EACH		RELOCATE EXISTING GAS SYSTEM VALVES AND SUMP 541-04-4210/54-32222	50,000.00	50,000.00
0008	1	EACH		INSTALL PIPED POND DAM CROSSING 541-04-4210/54-32222	40,000.00	40,000.00
0009	1	EACH		INSTALL PIPED ROAD CROSSING 541-04-4210/54-32222	75,000.00	75,000.00
0010	1	EACH		EARTHWORK 541-04-4210/54-32222	100,000.00	100,000.00
0011	1	EACH		INSTALL CONCRETE DITCH 541-04-4210/54-32222	140,000.00	140,000.00
0012	1	EACH		ABANDON EXISITNG PIPED SYSTEM 541-04-4210/54-32222	25,000.00	25,000.00
0013	1	EACH		SITE CLEANUP/GRASSING/LANDSCAPING	15,000.00	15,000.00

CONTINUED

CONDITIONS - READ CAREFULLY

1. The purchaser is exempt by statue from payment of Federal, State, and Municipal sales, excise and other taxes.
2. Shipping charges prepaid by vendor.
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8. Indoor delivery if necessary.
9. Payment Net 30 or according to contract.

NET TOTAL............

APPROVED FOR ISSUE

Item # 9

G A Sams

PURCHASING AGENT SIGNATURE

VENDOR COPY

AUGUSTA-RICHMOND COUNTY, GEORGIA

PURCHASE ORDER

ROOM 605, PURCHASING DEPARTMENT
CITY-COUNCIL MUNICIPAL BUILDING (11)
AUGUSTA, GEORGIA 30901-4449

PURCHASE ORDER NO. P226007

DATE: 07/11/13

DEPARTMENT: 044210

VENDOR PHONE #: (706) 860-5981

REQUISITION/QUOTE NO. R228035

VENDOR #: 87395

E-VERIFY #:

PURCHASE ORDER NUMBER ABOVE MUST APPEAR ON ALL INVOICES, SHIPPING PAPERS, AND PACKAGES.

VENDOR
GEARIG BROTHERS CIVILWORKS
631 PONDER PLACE DRIVE
SUITE 3
EVANS, GA 30809

ATTN:
BID NUMBER:
CONTRACT #:
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AUG RC CTY LANDFILL
4330 DEANS BRIDGE ROAD
BLYTHE, GA 30805

BILL TO:
AUGUSTA-RICHMOND COUNTY, GEORGIA
ROOM 105, ACCOUNTING DEPARTMENT
CITY-COUNCIL MUNICIPAL BUILDING (11)
AUGUSTA, GEORGIA 30901-4443

ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING DESTINATION.

ITEM #	QUANTITY	UNIT	PRODUCT ID	DESCRIPTION	UNIT PRICE	AMOUNT
				541-04-4210/54-32222		
0014	1	EACH		PROJECT CLOSEOUT	25,000.00	25,000.00
				541-04-4210/54-32222		
0015	1			20% CONTENGENCY	125,000.00	125,000.00
				541-04-4210/54-32222		

CONDITIONS - READ CAREFULLY

1. The purchaser is exempt by statue from payment of Federal, State, and Municipal sales, excise and other taxes.
2. Shipping charges prepaid by vendor.
3. Payment will be made on complete shipments only, unless otherwise requested.
4. DELIVERY TICKET MUST ACCOMPANY GOODS.
5. No back orders. We will reorder if available.
6. Please make deliveries between 9 A.M. and 4 P.M.
7. All goods received with subsequent privilege to inspect and return at Vendor's expense if defective or not in compliance with our specifications.
8. Indoor delivery if necessary.
9. Payment Net 30 or according to contract.

NET TOTAL............ 750,000.00

APPROVED FOR ISSUE

Item # 9

G A Sams

PURCHASING AGENT SIGNATURE

VENDOR COPY

To: Sheila Paulk 7/2/13sh

Augusta GEORGIA

Procurement Department

Mrs. Geri Sams, Director

TO: Fred Russell, Administrator

FROM: Geri A. Sams, Director of Procurement

DATE: July 1, 2013

SUBJ: Emergency – Onsite Fire Located On A Side Slope Of Landfill 2B: Gas Well #11 And Sinkholes

Mr. Russell:

The Procurement Department received notification from the Environmental Services Department of an Emergency which occurred on June 24, 2013 regarding an onsite fire located on a side slope of landfill 2B. The fire was in the vicinity of gas well #11, and burned approximately half an ace. It appears that well #11 was hit by lightning causing the fire. This well was completely destroyed. While in the vicinity of well #11, two sinkholes were observed. On June 25th, an engineer from Atlantic Coast Consulting was brought in to evaluate the situation and assist in developing a solution to both the destroyed well and the sinkholes.

Repairs to both the gas collection system and storm drainage system are required for compliance with the site air and solid waste permits. The work required is above and beyond the capabilities of the site personnel and should be completed in a timely manner. Delaying the work will likely result in additional damage to the systems and likely result in EPD action; EPD action could include notice of violations, consent orders with monetary fines or additional orders. It is recommended that the Environmental Services Department proceed as outlined within the attached recommendation.

Please approve this as an Emergency Procurement because of the urgency for the Environmental Services Department's recommendation as outlined within the attached.

> **Sec. 1-10-57. Emergency procurement selection method.** Notwithstanding any other provisions of this chapter, the Procurement Director, Augusta, Georgia Administrator or constitutional officer may make or authorize others to make emergency procurement of equipment, supplies, services, general construction, or public works type construction services when there exists a threat to public health, welfare, or safety, or where daily operations are affected; provided that such emergency procurement shall be made with such competition as is practicable under the circumstances. As soon as practicable, a record of each emergency procurement shall be made and shall set forth the contractor's name, the amount and type of the contract, a listing of the item(s) procured under the contract, and the identification number of the contract file. A written report explaining the determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file, and a copy of same provided the Augusta, Georgia Commission at their next regular meeting in the case of public works contracts as defined by Georgia Law or other Augusta, Georgia purchases when the value of the purchase exceeds twenty-five thousand dollars ($25,000).
>
> In the event an emergency should arise after office hours or on holidays or weekends which requires immediate action on the part of the using agency involved and where it is not possible or convenient to reach the Procurement Director, constitutional officer, or Administrator, the using agency head is authorized to make purchases. Such purchases shall be well documented, packaged for payment, and forwarded to the Procurement Director within twenty-four (24) hours, if possible, after occurrence.
>
> In the event the Board of Commissioners of Augusta, Georgia determines at an open meeting of which minutes are recorded, that an emergency exists, and there is an immediate need for goods, materials or supplies to relieve said emergency, the Board of Commissioners shall be allowed to approve purchases without bids in the event the Board has determined an emergency exists, but all such declarations of emergency shall be in strict accordance with applicable State law defining "emergency." (1975 Ga. Laws p. 4334 as amended).

GS/sp

Attachments

Administrator Approval ______________________ Date: 7/2/13

Room 605 - 530 Greene Street, Augusta Georgia 30901
(706) 821-2422 - Fax (706) 821-2811
www.augustaga.gov

Augusta
G E O R G I A

ENVIRONMENTAL SERVICES DEPARTMENT
Mark Johnson
Director

MEMORANDUM

1 JUL '13 PM 4:46

TO: **Geri Sams**
Director, Procurement

FROM: **Mark Johnson**
Director

MJ

DATE: **June 28, 2013**

SUBJECT: **Emergency Procurement of Services**

On June 24, 2013 landfill staff responded to an onsite fire located on a side slope of landfill 2B. The fire was in the vicinity of gas well #11, and burned approximately half an acre. The landfill staff extinguished the fire with shovels and dirt (see photo1).

After a review of the scene, it appears that well #11 was hit by lightning causing the fire. This well was completely destroyed including the aboveground well head as well as the underground shaft of the well. The well shaft was split vertically underground as far as could be seen (see photos 2 and 3).

While in the vicinity of well #11, two sinkholes were observed (see photos 4, 5, and 6). Through investigation, both a 24 inch and a 42 inch pipe have failed causing the large sinkhole. The large sinkhole has created several major issues for the landfill. First, there is exposed trash which could leak into the open portion of the broken storm drain system. Second, the gas header is exposed and compromised, making required gas collection problematic. Third, the liner is open and exposed with the trench drain compromised and dumping additional water into the hole. Finally, is the aspect of safety with a large sinkhole onsite.

The second sinkhole is significantly smaller, however, the utilities robot showed that the pipe was broken in this area as well, causing the problems seen from the surface. If corrective actions are not taken quickly the problem will become worse.

On June 25, 2013 an engineer from Atlantic Coast Consulting was brought in to evaluate the situation and assist in developing a solution to both the destroyed well and the sinkholes. We contacted the Procurement office for guidance relating to emergency procurement. Atlantic Coast Consulting was asked to develop a general scope of services to correct the issues associated with the gas well and the sinkholes. Attached is the preliminary scope of services.

Environmental Services Department
4330 Deans Bridge Road, Blythe, GA 30805
(706) 592-3200 – Fax (706) 592-3255
WWW.AUGUSTAGA.GOV

With both of these issues, time is of the essence. If repairs are not made expeditiously, it is likely that additional damage to the systems will result. Additionally, these issues are permit impacting, and we will be required to report a deviation from the air permit conditions. All these items are required aspects of a compliant landfill. If repairs are left undone, we could be in violation of our permits which could result in notice of violations (NOV's) or consent orders which could include monetary fines.

The department is requesting the assistance of the Procurement Department to facilitate an emergency procurement of services as outlined in the recommendations section of the attached memo from Atlantic Coast Consulting.

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/tgh

Attachments

Cc: File

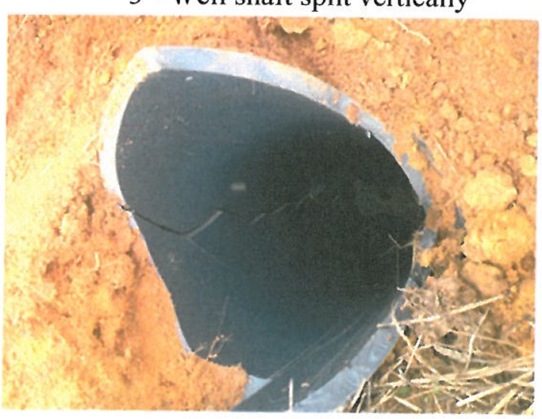
1 - Fire

4 - Sinkhole

2 – Aboveground well head

5 - Sinkhole

3 - Well shaft split vertically



6 - Sinkhole

ATLANTIC COAST
CONSULTING, INC.

7 East Congress Street
Suite 801
Savannah, GA 31401
912.236.3471
www.atlcc.net

MEMORANDUM

DATE: June 27, 2013

TO: Mark Johnson, Environmental Services Director
City of Augusta

FROM: Robert Brown, PE

SUBJECT: Deans Bridge Road MSW Landfill
Phase 2A/ 2B – Emergency Repairs
Preliminary Scope of Work

Background

Atlantic Coast Consulting, Inc. (ACC) was asked to investigate problems discovered in the closed area of the Deans Bridge Road Landfill. The area of concern is in the Phase 2A/ 2B area that received official closure certificates August 15, 2003. Since that time, the City has been monitoring and maintaining the site in accordance with the State post-closure care requirements. Additionally, in 2010, the City expanded the landfill gas collection system within these two phases. On June 24, site personnel put out a fire in the vicinity of gas well # 11 and discovered two sink holes below the landfill. On June 25, 2013, ACC visited the site and reviewed the conditions with site personnel. ACC also reviewed the EPD approved drawings for the closure of this area (approved 1/10/1995) as well as the original landfill gas collection system drawings (approved 4/09/1998).

Observations

The area had a recent fire near landfill gas extraction well #11 as well as erosion and drainage problems at the main storm drain between the phases. ACC observed that the gas well piping was cracked below grade. ACC observed failures in a 42" corrugated plastic pipe (CPP) that contributed to erosion of large area (approximately 15' deep, 100' long and 20' wide) over the pipe. This failed area has undermined the earthen support of a gas header, exposed the landfill cap and exposed some garbage. An additional subsided area is upgradient of this area near the next drop inlet that is approximately 4' deep, 15' wide and 20' long). The City reported that the 24" pipe in this area has also failed. The three CPP inlets into pond A are almost completely blocked with silted and a corner of the pond has been covered in silt recently. Site personnel have coordinated video camera review of the piping system started with the assistance of the Utility department. Preliminary results of the first day show several pipe failures. Additionally, it was noted based on review of the permitted construction drawings that the storm system has limited access points and several areas where the piped network does not extend between inlets in a straight line.

ATLANTIC COAST CONSULTING, INC.

Recommendations

Repairs to both the gas collection system and storm drainage system are required for compliance with the site air and solid waste permits. The work required is above and beyond the capabilities of the site personnel and should be accomplished by specialty construction contractors. Additionally, this work needs to be completed in a timely manner that does not allow for a traditional design, bid and construct process. Delaying the work will likely result in additional damage to the systems and likely result in EPD action. EPD action could include notice of violations (NOVs), consent orders with monetary fines or additional orders.

The scope of work for the emergency repairs includes the following:

- Install erosion control BMP's and provide NPDES compliant activities.
- Excavate existing failure area and remove failed pipes
- Install temporary replacement 42" CPP and 24" CPP
- Backfill area to grade.
- Clean pipes upstream from pond
- Survey interceptor trench MH & storm system including down drains. This will require trench excavation at select locations to top of pipe. Strip topo of ditch area from pond to GCCS pad discharge pipe.
- Evaluate existing storm system including video inspection
- Existing landfill gas well abandonment (+/- 32')
- Install replacement gas extraction well (+/- 32' bgs) and install existing wellhead. Well should include LLDPE skirt installed and welded to existing liner.
- Remove existing 10" landfill gas header and relocate outside of new storm system.
- Remove existing condensate sump and two isolation valves and relocate outside of new storm system.
- Install two 48" RCP with headwalls on both ends from dry pond into pond A.
- Install piped storm system road crossing including two 48" RCP with headwalls on both ends. Road crossing is to be open-cut and remove and replace pavement. Work should be done after operating hours.
- Install new concrete fabriform ditch (+/- 1250 LF) – 8' flat bottom, 2:1 side slopes, 3' deep.
- Connect existing side drain systems and downdrains into new ditch.
- Revise existing 42" CPP to terminate at the head of the new ditch.
- Clean areas, provide permanent vegetative cover, remove temporary E&S structures.
- Clean silt from pond.
- Provide as-built surveys of improvements

In addition to requirements for a contractor, this project requires additional engineering design, construction administration and construction quality assurance. While the contractor is making temporary repairs to the failed storm drainage system, the new permanent drainage system must be designed and permitted. Permitting will be through EPD for modification of the solid waste permits as well as NPDES construction activity permits. Additionally, the project will require engineering services during construction including shop drawing review, site visits, answering RFI's and reviewing pay requests. The construction quality assurance is required to allow the engineer to certify the proper construction repairs to the closed facility. This certification is required as part of the EPD solid waste permit.

Sheila Paulk

From: Mark Johnson
Sent: Wednesday, July 03, 2013 5:05 PM
To: Sheila Paulk
Subject: FW: Landfill repairs estimate
Attachments: 2013-07-03 Draft concept estimate.pdf

See attached.

Mark Johnson | Director - Environmental Services
4330 Deans Bridge Rd | Blythe, Georgia 30805 | (706)-592-3218 phone | (706)-592-3255 fax

From: Robert Brown [mailto:RBrown@atlcc.net]
Sent: Wednesday, July 03, 2013 7:25 AM
To: Darrell White
Cc: Mark Johnson; Murray Griffin
Subject: Landfill repairs estimate

Darrell,
Attached is the budget estimate we discussed. As you know, since the issues are not yet fully understood, this is only a rough estimate.

Let me know what the plan is for meeting with selected contractors. Two that Mark and I discussed inviting were Gearig Brothers Civilworks and Cooper, Barnette & Page.

I am out next week, but Murray (as copied on this email) will be able to attend the meeting with contractors. Thanks and let me know if you need anything else.
RB

Robert B. Brown, PE, LEED AP
Atlantic Coast Consulting, Inc.
(912)236-3471

Augusta - Deans Bridge Road MSW Landfill
Phase 2A/2B - 2013 Emergency Drainage & Gas System Repairs
Concept Phase Construction Budget

Erosion Control	$ 60,000.00
Temporary Pipe Repairs	$ 35,000.00
Gas well abandonment	$ 5,000.00
Pipe cleaning/ evaluation	$ 15,000.00
Gas well installation	$ 15,000.00
Gas header pipe repairs	$ 25,000.00
Relocate existing gas system valves and sump	$ 50,000.00
Install piped pond dam crossing	$ 40,000.00
Install piped road crossing	$ 75,000.00
Earthwork	$ 100,000.00
Install concrete ditch	$ 140,000.00
Abandon existing piped system	$ 25,000.00
Site cleanup/ grassing/ landscaping	$ 15,000.00
Project Closeout	$ 25,000.00
Subtotal	$ 625,000.00
20 % Contengency	$ 125,000.00
Total	**$ 750,000.00**

Engineering Services Committee Meeting
7/29/2013 1:00 PM
Minutes

Department:	Clerk of Commission
Caption:	Motion to approve the minutes of the Engineering Services Committee held on June 10, 2013.
Background:	
Analysis:	
Financial Impact:	
Alternatives:	
Recommendation:	
Funds are Available in the Following Accounts:	

REVIEWED AND APPROVED BY:

Augusta GEORGIA

Engineering Services Committee Meeting Commission Chamber - 6/10/2013
ATTENDANCE:

Present: Hons. Jackson, Chairman; Fennoy, Vice Chairman; Johnson and Davis, members.
Absent: Hon. Deke Copenhaver, Mayor.

ENGINEERING SERVICES

1. Motion to approve the maintenance agreement with the Georgia Department of Transportation for the installation of a mural on the Wrightsboro Rd. Side of the 15th Street Rosa T. Beard Memorial Bridge. **Item Action:** Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 4-0.	Commissioner Mary Davis	Commissioner Corey Johnson	Passes

2. Approve CPB #323-041110-296823603, Supplemental Agreement Number Four, and Change Number Six with Hussey, Gay, Bell and DeYoung, Inc. in the amount of $41,000.00 to survey, design and construct a 16 inch water main for the Marvin Griffin Road Improvements Project, as requested by the Engineering Department (AED) & the Utilities Department (AUD). Funds are available in the Augusta Utilities Project account. **Item Action:** Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 4-0.	Commissioner Mary Davis	Commissioner Corey Johnson	Passes

3. Motion to approve the minutes of the Engineering Services Committee held on **Item**

May 28, 2013.

Action: Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 4-0.	Commissioner Mary Davis	Commissioner Corey Johnson	Passes

4. Notification of the award of a contract with Quality Storm Water Solutions for services associated with construction of the Fort Gordon New Water and Sewage Connections under the Task Order Program for Infrastructure RFQ #11-130 in the amount of $587,688.53, Bid item #13-116.

Item Action: Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 4-0.	Commissioner Mary Davis	Commissioner Corey Johnson	Passes

5. Presentation by Rev. Melvin Ivey regarding who determines what lots are being cut in the grass cutting process.

Item Action: Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve receiving this item as information and task the Administrator to meet with Rev. Ivey, Mr. Johnson and Mr. Sherman to address the concerns. Motion Passes 4-0.	Commissioner Mary Davis	Commissioner Corey Johnson	Passes

6. Discuss the possible contamination and delinquent taxes of the Southern Milling Company property located at 1015 Twiggs Street. (Requested by Commissioner Williams) (Referred from May 28 Engineering Services Committee)

Item Action: Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Motion to approve receiving an update on this property from Mr. Jim Wall, the attorney for the property owner, at the Commission meeting on June 18. Mr. Johnson out. Motion Passes 3-0.	Commissioner Mary Davis	Commissioner William Fennoy	Passes

7. Update/status report from the Director of Engineering Department regarding the Wilkerson Garden Drainage Project. (Requested by Commissioner Marion Williams) (Referred from June 4 Commission meeting) — **Item Action:** Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve receiving this item as information. Motion Passes 4-0.	Commissioner Corey Johnson	Commissioner Mary Davis	Passes

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

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 4-0.	Commissioner Mary Davis	Commissioner Corey Johnson	Passes

Engineering Services Committee Meeting
7/29/2013 1:00 PM
Ms. Beaurine Wilkinson

Department: Clerk of Commission

Caption: Presentation by Ms. Beaurine Wilkinson regarding garbage pickup. (Requested by Commissioner Williams)

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

Funds are Available in the Following Accounts:

REVIEWED AND APPROVED BY:

Engineering Services Committee Meeting
7/29/2013 1:00 PM
Ratification of emergency sewer repairs at Polo Rd./Polo Ct./Wooten Rd.

Department:	Augusta Utilities Department
Caption:	Ratify the payment of $122,452.50 to Avrett Plumbing for emergency support services, pipe lining and/or pipe bursting at sewer collapses on Polo Road, Polo Court, and Wooten Rd.
Background:	AUD was notified of sewer trunk main collapses on Polo Rd., Polo Ct., and Wooten Road. At the time of the sewer emergencies Avrett Plumbing was providing sewer cleaning services in the area. Due to the amount of flow on the sewer trunk mains AUD needed to utilize Avrett Plumbing to assist AUD trucks in pumping the lines. During the inspection of the point repairs on Polo Rd. and Polo Ct. AUD noticed that the runs on which these collapses occurred were deteriorated and in danger of additional collapses. Avrett Plumbing was tasked with pipe bursting and/or pipe lining these sewer runs. Pipe bursting and pipe lining was chosen as the method due to the close proximity the sewer line was to customer's homes, the depth of the existing lines, as well as the high ground water table in the area.
Analysis:	Due to the emergency of the situation AUD instructed Avrett Plumbing to mobilize to the areas in question and address the infrastructure collapse. AUD has since paid Avrett Plumbing for their services.
Financial Impact:	Funds for this work are available in account 506043410-5223220. The total cost for the work performed by Avrett Plumbing was $122,452.50.
Alternatives:	No alternatives are recommended.
Recommendation:	We recommend that the commission approves the ratification of emergency sewer repairs at Polo Rd./Polo Ct./Wooten Rd.
Funds are Available in the Following	Funds for this work are available in account 506043410-5223220.

Accounts:

REVIEWED AND APPROVED BY:

Finance.
Procurement.
Law.
Administrator.
Clerk of Commission

AUGUSTA, GEORGIA [LIVE]
Purchase Order Status Inquiry

Report Date: 07/02/2013

MASTER INFORMATION

PR Number	PO Number	Vendor ID	Vendor Name	PO Type	
R227921	P225684	13793	AVRETT PLUMBING COMPANY	P	Open Order

Address: P1 2332-A NEW MCDUFFIE RD
AUGUSTA, GA 30906

PO Total Amount: 122,452.50

Confirm:
Account:
Bid:
Contract:
Ship To: CMW
Bill To:
End UTILITIES CWM

Requested by: DOREEN HOLMES
Approved BSI
Printed by: GS3499
PO Type: P
EN Flag: Y
Sec Cd: PUR

Blanket Number:
Blanket Amount:
Blanket Remaining:

Req. Codes

Req. 07/02/2013
Paint Dt: 07/02/2013
Entry 07/02/2013
Expr

Buyer: DOREEN

ITEMS

COMPLETE

PR NOTES/PRINT BEFORE/PRINT AFTER TEXT

APPROVED BY ADMIN. F. RUSSELL, 07/2/2013 AND PROCUREMENT, 6/27/2013-DLH.

ENCUMBRANCES

Item #	PR Number	Batch ID		Ke	Object	Post Date	EN	PD Amount	Balance	Tp
CLEAN, LINE & VIDEO 800 LF OF										
0001	R227921	PO	GL	506043410	5223220	07/02/13	$63,450.00	$0.00	$63,450.00	EN
CLEAN, PIPE BURST, VIDEO 493										
0002	R227921	PO	GL	506043410	5223220	07/02/13	$44,500.00	$0.00	$44,500.00	EN
VAC TRUCK-WOOTEN										
0003	R227921	PO	GL	506043410	5223220	07/02/13	$740.00	$0.00	$740.00	EN
AVAC TRUCK-POLO COURT										
0004	R227921	PO	GL	506043410	5223220	07/02/13	$10,082.50	$0.00	$10,082.50	EN
PUMP TRUCK-POLO COURT										
0005	R227921	PO	GL	506043410	5223220	07/02/13	$812.50	$0.00	$812.50	EN
CAMERA TRUCK-POLO RD & POLO										
0006	R227921	PO	GL	506043410	5223220	07/02/13	$2,867.50	$0.00	$2,867.50	EN
						PO Balance:	$122,452.50	$0.00	$122,452.50	

Angie Russell

RECEIVING DETAIL

There is no receiving activity for this purchase order

OPEN HOLD ACTIVITY

There is no invoice or payment activity for this purchase order

WORKFLOW ACTIVITY

There is no workflow activity for this purchase order

AVRETT PLUMBING CO, INC

2332-A NEW MCDUFFIE RD
AUGUSTA, GA 30906
(706) 796-0200
(706) 792-0654 FAX

Invoice

Date	Invoice #
4/25/2013	12 2526

Bill To	Project Location
AUGUSTA RICHMOND CNTY ACCOUNTING DEPT. RM 105 CITY COUNCIL MUNICIPAL BLDG (11) AUGUSTA, GA 30901-4443	Send Copy To Deanna Davis, P.E. Utilities Engineering Manager 360 Bay Street Augusta, Ga. 30901

Job Ticket No.	Terms	Rep
18238	NET 30	

Service Date	Description	Quantity	Rate	Amount
4/26/2013	Pipe burst approximately 493 ft. of 8 inch clay pipe beginning at manhole beside Milledgeville Rd. in front of Murphy Middle School to second manhole across Milledgeville Rd. consisting of two segments separately measuring 383 ft. and 110 ft.	1	44,500.00	44,500.00
3/29/2013	Emergency work at Wooten Rd. Vactor Truck and two man crew situated at job site assisting city employees as they determined severity of situation and plan corrective actions.	4	185.00	740.00
	Ok per Deanna			

THANK YOU FOR YOUR BUSINESS

ALL INVOICES 30 DAYS PAST DUE WILL BE CHARGED A 1.5% FINANCE CHARGE.

Total	$45,240.00
Payments/Credits	$0.00
Balance Due	$45,240.00

AVRETT PLUMBING CO, INC

2332-A NEW MCDUFFIE RD
AUGUSTA, GA 30906
(706) 796-0200
(706) 792-0654 FAX

Invoice

DATE	INVOICE #	P.O. NO.
4/2/2013	12 2352	18138

BILL TO
CITY OF AUGUSTA 360 BAY STREET, STE 180 AUGUSTA, GA 30901 ATTN: DEANNA DAVIS, P.E. ENGINEERING MANAGER

PROJECT LOCATION
POLO ROAD SINKHOLE EXPOSURE

DESCRIPTION	QTY	RATE	AMOUNT
UTILIZATION OF CUES CAMERA TRUCK WITH (2) MAN CREW TO ACCESS PIPE LINE STRUCTURAL CONDITION AND VIABILITY FOR UV RELINING ON POLO COURT	15.5	185.00	2,867.50
UTILIZATION OF CUES CAMERA TRUCK WITH (2) MAN CREW TO ACCESS PIPE LINE STRUCTURAL CONDITION AND VIABILITY FOR UV RELINING ON POLO RD ON LINE RUNNING DOWN FROM MANHOLE IN FRONT OF MURPHEY MIDDLE SCHOOL			

OK per Deanna

Total	$13,762.50
Payments/Credits	$0.00
Balance Due	$13,762.50

AVRETT PLUMBING CO, INC
2332-A NEW MCDUFFIE RD
AUGUSTA, GA 30906
(706) 796-0200
(706) 792-0654 FAX

Invoice

DATE	INVOICE #	P.O. NO.
4/2/2013	12 2352	18138

BILL TO
CITY OF AUGUSTA 360 BAY STREET, STE 180 AUGUSTA, GA 30901 ATTN: DEANNA DAVIS, P.E. ENGINEERING MANAGER

PROJECT LOCATION
POLO ROAD SINKHOLE EXPOSURE

DESCRIPTION	QTY	RATE	AMOUNT
UTILIZATION OF VACON VACUUM TRUCK WITH (2) MAN CREW TO ASSIST IN CONTROL AND REMOVAL OF SEWAGE FLOW UNTIL BY-PASS COULD BE ESTABLISHED UTILIZATION OF VACON VACUUM TRUCK WITH (2) MAN CREW TO ASSIST BLAIR CONSTRUCTION IN ESTABLISHMENT OF POINT REPAIR ON POLO COURT AT SIGHT OF SINKHOLE UTILIZATION OF VACON VACUUM TRUCK WITH (2) MAN CREW TO ASSIST BLAIR CONSTRUCTION IN ESTABLISHMENT OF POINT REPAIR ON POLO ROAD ON LINE RUNNING DOWN FROM MANHOLE IN FRONT OF MURPHEY MIDDLE SCHOOL	54.5	185.00	10,082.50
UTILIZATION OF PUMP TRUCK WITH (2) MAN CREW TO ASSIST IN CONTROL AND REMOVAL OF SEWAGE FLOW UNTIL BY-PASS COULD BE ESTABLISHED	6.5	125.00	812.50

Total	
Payments/Credits	
Balance Due	

Item # 12

THE AVRETT CO.

City of Augusta

Emergency Work Polo Court Area

18138

Ticket

Date	Code	Vactor Truck			Camera Truck			Pump Truck		
3/6/2013	A	8:00	1:30	5.5						
		3:30	7:00	3.5						
3/7/2013	B	10:30	5:30	7.0				10:30	5:00	6.5
3/8/2013	C	8:00	5:30	9.5						
3/10/2013	D	2:00	8:30	6.5	2:00	8:30	6.5			
3/11/2013	E	8:30	6:00	9.0	5:30	9:00	3.5			
3/12/2013	F	11:30	5:00	5.5	5:00	7:30	2.5			
3/13/2013	G	12:30	8:30	8.0	5:00	8:00	3.0			
Total Hours				54.5	Hours		15.5	Hours		6.5
				$ 185			$ 185			125
				$10,082.5			$2,867.5			$ 812.50

$ 13,762.50

AVRETT PLUMBING CO, INC

2332-A NEW MCDUFFIE RD
AUGUSTA, GA 30906
(706) 796-0200
(706) 792-0654 FAX

Invoice

DATE	INVOICE #	P.O. NO.
4/2/2013	12 2351	18222

BILL TO
CITY OF AUGUSTA 360 BAY STREET, STE 180 AUGUSTA, GA 30901 ATTN: DEANNA DAVIS, P.E. ENGINEERING MANAGER

PROJECT LOCATION
POLO ROAD RELINE PROJECT

DESCRIPTION	QTY	RATE	AMOUNT
RELINE APPROXIMATELY 800 FEET OF 12" SEWER MAIN LINE WITH uv CURED LINER EXTENSIVE CLEANING AND ROBOTIC REMOVAL OF IMPLANTED SHARP METAL FILE THAT COULD CAUSE DAMAGE TO LINING MATERIAL EXTENSIVE REMEDIATION EFFORTS REQUIRED DUE TO INFILTRATION ISSUES ON UPSTREAM SEGMENT REQUIRING ADDITIONAL MANPOWER AND INSTALLATION RESOURCES		63,450.00	63,450.00

OK per Deanna

Total	$63,450.00
Payments/Credits	$0.00
Balance Due	$63,450.00

Augusta
GEORGIA

25 JUN '13 AM11:35

UTILITIES DEPARTMENT

Tom Wiedmeier
Director

MEMORANDUM

The Utilities Department is submitting the attached documents for approval by the Augusta Georgia Administrator and the Procurement Department in accordance with Article 10, Sec. 1-10-57, Emergency procurement selection method. The following items are addressed in the documents attached:

1. General project concept	**Polo Rd., Polo Ct., Wooten Rd.**
2. Specific budget approval of Expense Purchase:	**$122,452.50**
3. Source Selection Method	**Emergency Repair**
4. Expense Funds available in fund:	**506043410 – 5223220**

TO: Approval: Fred Russell Date: 7/2/13
Fred Russell,
Administrator, Augusta Richmond County

Approval: Geri Sams Date: 6/27/13
Geri Sams,
Director, Procurement Department

FROM: **Tom Wiedmeier,** tdw
Director, Utilities Department

DATE: **June 20, 2013**

SUBJECT: **Polo Road, Polo Court, Wooten Road Sewer collapse/repair**

AUD was notified of sewer trunk main collapses on Polo Rd., Polo Ct., and Wooten Road. At the time of the sewer emergencies Avrett Plumbing was providing sewer cleaning services in the area. Due to the amount of flow on the sewer trunk mains AUD needed to utilize Avrett Plumbing to assist AUD trucks in pumping the lines. During the inspection of the point repairs on Polo Rd. and Polo Ct. AUD noticed that the runs on which these collapses occurred were deteriorated and in danger of additional collapses. Avrett Plumbing was tasked with pipe bursting or pipe lining where applicable these sewer runs. Pipe bursting and pipe lining was chosen as the method due to the close proximity the sewer line was to customer's homes, the depth of the existing lines, as well as the high ground water table in the area.

Attached is a requisition for the services provided.

Thank you.

Augusta Utilities Administration
360 Bay Street – Suite 180 - Augusta, GA 30901
(706) 312-4154 – Fax (706) 312-4123
WWW.AUGUSTAGA.GOV

P225684

AUGUSTA UTILITIES DEPARTMENT
IN-HOUSE REQUISITION

CHECK ALL THAT APPLY:

DATE: 6/20/2013
DIVISION Construction & Maintenance
FUND #: 506043410
SHIP TO:

- [ ] WATER
- [x] SEWER
- [ ] SUPPLIES
- [ ] SERVICE
- [ ] EQUIPMENT
- [ ] TOOLS
- [ ] SAFETY
- [ ] OFFICE
- [ ] CHEMICAL
- [ ] GASES
- [ ] REPAIR
- [ ] MAINTENACE
- [ ] LAB
- [ ] UNIFORM
- [ ] LIFT STATION
- [ ] OTHER

REQUISITION #

- [ ] IT
- [ ] SCADA
- [ ] INVENTORY
- [ ] BID ITEM
- [ ] ROUTINE
- [ ] EMERGENCY
- [ ] SOLE SOURCE
- [ ] PREFER ITEM

VENDOR:	Avrett Plumbing Co, Inc.		
ADDRESS:	2332-A New McDuffie Rd	Augusta, GA 30906	
PHONE #:	706-796-0200		
QUOTED BY:			

ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1.	Clean, Line and video			0.00		0.00		0.00
2.	800 LF of 12" sewer	1	63,450.00	63,450.00		0.00		0.00
3.	Clean, pipe burst, video			0.00		0.00		0.00
4.	493 LF of 8" sewer	1	44,500.00	44,500.00		0.00		0.00
5.	Vac Truck-Wooten	1	740.00	740.00		0.00		0.00
6.	Vac Truck-Polo Court	1	10,082.50	10,082.50		0.00		0.00
7.	Pump Truck-Polo Court	1	**812.50**	812.50		0.00		0.00
8.	Camera Truck-Polo Rd and			0.00		0.00		0.00
9.	Polo Ct.	1	2,867.50	2,867.50		0.00		0.00
10.				0.00		0.00		0.00
11.				0.00		0.00		0.00
12.				0.00		0.00		0.00
13.				0.00		0.00		0.00
14.				0.00		0.00		0.00
	SHIPPING CHARGES			0.00		0.00		0.00
		TOTAL		122,452.50		0.00		0.00

JUSTIFICATION AND EXPLANATION FOR PURCHASE:

REQUESTED BY:

APPROVED BY:

Engineering Services Committee Meeting
7/29/2013 1:00 PM
Sewer Extension - Gordon Highway and Barton Capel Rd.

Department:	Utilities
Caption:	Consider cost sharing arrangement for the extension of sewer to the intersection of Gordon Highway and Barton Chapel Road.
Background:	Sprint Foods has proposed constructing a larger convenience store adjacent to their current location at Gordon Highway and Barton Chapel Roads. In order to proceed with this project, they would require an approximate 1000 foot extension of the sanitary sewer system.
Analysis:	This extension would serve additional properties in addition to the Sprint Food property, and could serve 39 acres not currently served by our system.
Financial Impact:	We propose to share equally in the cost of this project with Sprint Food Stores, Inc. The preliminary estimate for construction cost is $108,000. Adequate funds are available in our budget.
Alternatives:	The Commission could elect not to participate in the cost.
Recommendation:	We recommend that Augusta Utilties particpate in the cost of this extension as described above. If approved we will prepare an appropriate cost sharing agreement pending final construction costs.
Funds are Available in the Following Accounts:	Adequate funding is available in Account 509043420-5425210 / 80313130-5425210

REVIEWED AND APPROVED BY:

Finance.
Procurement.

Law.
Administrator.
Clerk of Commission
