



Engineering Services Committee
Meeting

Commission Chamber- 7/30/2012- 1:00 PM

ENGINEERING SERVICES

1. Award Design Consultant Services Agreement to Cranston Engineering Group, Inc. in the amount of \$207,540.00 for 15th Street Bridge over The Augusta Canal, and Broad Street On-Ramp over Lake Olmstead. This Project will be funded through SPLOST PHASE VI for the Engineering Department. ☐ [Attachments](#)
2. Motion to approve the 2013 Solid Waste Collections Contracts with Advanced Disposal Services and Inland Services Corporation. (Referred from July 17 Commission meeting) ☐ [Attachments](#)
3. Approve the deeds of dedication, maintenance agreements and road resolution submitted by the Engineering and Augusta Utilities Departments for Breckenridge Subdivision, Section Four, Phase 2. ☐ [Attachments](#)
4. Receive as information an update on Environmental Services fees for 2012. ☐ [Attachments](#)
5. Discuss the Augusta, Georgia Municipal Building Renovations and Modernization Project. ☐ [Attachments](#)
6. Presentation by Kelvin and Julie Deaton regarding the ongoing flooding of their home at 1722 Wrightsboro Road. ☐ [Attachments](#)
7. Motion to approve the minutes of the Engineering Services Committee held on June 11, 2012. ☐ [Attachments](#)
8. Approve \$1,000,000 to fund the current On-Call Concrete and Emergency Services Contract. Funding is available in the Grading & Drainage and Sidewalk Rehab/Replacement Phase VI accounts respectively as requested by AED. ☐ [Attachments](#)

9. Motion to approve an Option for the purposes of acquiring an easement between Marcus A. Reid & Katrina Reid, as owner (s), and Augusta, Georgia, as optionee, in connection with the East Augusta Roadway Drainage Improvement Project, said perpetual easement consists of 0.42 acre (18,106.25 sq. ft.) permanent drainage, utility and maintenance easement and (7,710.38 sq. ft.) of temporary construction easement from the property located at 544 Laney Walker Blvd. Ext., private, at the purchase price of \$4,913.00. ☐ [Attachments](#)
10. Motion to approve an Option for the purposes of acquiring an easement between Marcus A. Reid & Katrina Reid, as owner (s), and Augusta, Georgia, as optionee, in connection with the East Augusta Roadway Drainage Improvement Project, said perpetual easement consists of 0.80 acre (34,780.33 sq. ft.) permanent drainage, utility and maintenance easement and (3,825.53 sq. ft.) of temporary construction easement from the property located at 540 Laney Walker Blvd. Ext., private, at the purchase price of \$8,886.00. ☐ [Attachments](#)
11. Motion to approve the placement of a monument commemorating the life and achievements of Montgomery Meigs, quartermaster general for the US Army during the Civil War. ☐ [Attachments](#)
12. Approve the deeds of dedication, maintenance agreements, and road resolution submitted by the Engineering and Augusta Utilities Departments for Willhaven Subdivision, Phase III, Section I. ☐ [Attachments](#)
13. Approve and authorize the Engineering Department (AED) to purchase up to 9,800 stream mitigation credits at a total cost of \$563,500 (\$57.50 per mitigation credit) from the Bath Branch Augusta, LLC (Bath Branch Mitigation Bank) and up to 14 wetland mitigation credits at a total cost of \$210,000 (\$15,000 per credit) from the Mitigation Management, LLC, (Brushy Creek Mitigation Bank) to mitigate stream & wetlands impacts as determined necessary by the US Army Corps of Engineers and Georgia Environmental Protection Division in regards to the Wrightsboro Rd. from Jimmie Dyess Pkwy. to I-520 Improvements Project, CPB #323-041110-296823309. Funding is available through Engineering SPLOST III Fund Recapture. ☐ [Attachments](#)



Engineering Services Committee Meeting

7/30/2012 1:00 PM

15th Street Bridge over the Augusta Canal, and Broad Street On-Ramp over Lake Olmstead (Bid Item#11-134)

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

Caption: Award Design Consultant Services Agreement to Cranston Engineering Group, Inc. in the amount of \$207,540.00 for 15th Street Bridge over The Augusta Canal, and Broad Street On-Ramp over Lake Olmstead. This Project will be funded through SPLOST PHASE VI for the Engineering Department.

Background: The 15th Street Bridge over The Augusta Canal, and Broad Street On-Ramp over Lake Olmstead structures are in need of major repair and maintenance. It requires painting, sidewalk repairs, expansion joint repairs, lighting repairs, sub-structure and super-structure repairs, barrier repairs, and restoring the historical significance and aesthetics of the structure. Services will consist of bridge studies/reports, preliminary and final construction plans, construction contract documents, construction cost and schedules, life cycle cost analyses, field surveys, and construction observations.

Analysis: On July 12, 2011, the following firms submitted RFPs and were evaluated based on qualifications, project approach, experience, and schedule: 1. Civil Services, Inc. 2. Cranston Engineering 3. Moreland Altobelli Associates, Inc. 4. R S & H 5. T.Y. Lin International Once the RFPs were evaluated, the three highest scored firms were scheduled for interviews on August 22, 2011. Cranston Engineering Group, Inc. was selected based on the evaluation procedures used for this project.

Financial Impact: Funds are available in SPLOST PHASE VI account number 328-041110-5212115/211828012-5212115 upon Commission approval.

Alternatives: 1) Award Design Consultant Services Agreement to Cranston Engineering Group, Inc. in the amount of \$207,540.00 for 15th Street Bridge over The Augusta Canal, and Broad Street On-Ramp over Lake Olmstead. This Project will be funded through SPLOST PHASE VI for the Engineering Department. 2) Do not approve

and cancel project.

Recommendation: Approve Alternative Number One.

**Funds are Available
in the Following
Accounts:** 328-041110-5212115/211828012-5212115

REVIEWED AND APPROVED BY:

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



Cranston Engineering Group, P.C.
ENGINEERS - PLANNERS - SURVEYORS

452 ELLIS STREET, AUGUSTA, GEORGIA 30901
POST OFFICE BOX 2546, AUGUSTA, GEORGIA 30903
TELEPHONE 706-722-1588
FACSIMILE 706-722-8379
mail@cranstonengineering.com

THOMAS H. ROBERTSON, PE, AICP, RLS
JAMES B. CRANFORD, JR., PE
DENNIS J. WELCH, PE
D. SCOTT WILLIAMS, PE

May 22, 2012

Mr. Abie Ladson, P.E.
Director of Engineering
Augusta Engineering Department
505 Telfair Street
Augusta, Georgia 30901

Re: Proposal for Engineering Services
Design & Field Engineering Services for Bridge
Rehabilitation & Repairs, RFP Item # 11-134
Augusta, Georgia
Our File No.: 2011-0150

Dear Mr. Ladson,

On behalf of the Cranston team, we sincerely appreciate the opportunity to have been selected as one of the consultants to perform the engineering work for two of the five bridge projects in RFP Item # 11-134. The two projects include the 15th Street Bridge over the Augusta Canal and Broad Street On-Ramp Bridge over Lake Olmstead. Our team includes the following consultants:

- **Cranston Engineering Group, P.C.** - Prime Consultant and Project Manager, structural engineering, surveying, hydraulic studies, underwater investigations, and roadway design including signing and marking, roadway plans, and erosion control plans.
- **McMullan & Associates, Inc.** - Historical structural engineering consultant.
- **Wolverton & Associates, LLC** - Landscape Architecture
- **Engineering & Industrial Heritage, P.C.** - Bridge Architect
- **Edwards - Pitman Environmental, Inc.** - Historical and Environmental Studies/Permitting.
- **S&ME, Inc.** - Materials Testing and Geotechnical Engineering
- **S.L. King & Associates, Inc.** - Street Lighting

Mr. Abie Ladson, P.E.
May 22, 2012
Page 2 of 6

- **Gregory Bridge Company, Inc.** - Provide inspection vehicle with operator, selective demolition and temporary repair, and traffic control during bridge assessment.

We are pleased to present this proposal for engineering and surveying services for the two bridge rehabilitation projects based on the revised scope of work discussed with your organization on May 18, 2012. The revised scope of work varies significantly from the scope of work requested in RFP #11-134. This proposal presents what we understand to be the current desired scope of work and the fee and time required to submit the completed deliverables.

Scope of Work

The scope of work originally presented to the City was provided in direct response to the City of Augusta's Request for Proposals # 11-134 titled Proposal for Engineering Services Design & Field Engineering Services for Bridge Rehabilitation & Repairs dated July 12, 2011. At that time, our firm submitted a proposal which was based on the original scope of work. As you are aware, the original scope of work included State and Federal participation in project funding. Based on our meeting last week, it is our understanding that there will be no State and Federal funding for the project and will therefore have no Georgia Department of Transportation involvement. Furthermore, we discussed the fact that the Conceptual Phase which includes the bridge testing and structural assessment must be completed before a rehabilitation scope can be determined. We propose to complete both of the bridge projects in three (3) parts and six (6) phases which will include the following:

PART I - Conceptual Phase and Preliminary Bridge Assessments

Phase 1 - Conceptual Phase

Phase 2 - Database Preparation

Phase 3 - Environmental and Historical Surveys

PART II - Construction Documents Preparation

Phase 4 - Preliminary Rehabilitation Plans

Phase 5 - Final Rehabilitation Plans

Mr. Abie Ladson, P.E.
May 22, 2012
Page 3 of 6

PART III - Construction Phase Services

Phase 6 - Construction Phase Services

This proposal only addresses PART I services. As stated earlier in this proposal, the final scope of work will be defined during Phase 1- Conceptual Phase. Following the completion of PART I services, we will provide the final scope of services and a fee proposal for completing both PART II and PART III services.

Phase 1 - Conceptual Phase, will include completing an engineering assessment of the bridge structure. The assessment will include project research and data collection, a historical structural evaluation, materials testing, geotechnical analysis, a site structural assessment of the superstructure and the substructure, an underwater substructure investigation, a hydraulic and hydrological study, and an assessment of the existing lighting conditions and needs. We propose to perform a load rating of the bridge structure and evaluate various rehabilitation alternatives during this phase. A Final Bridge Assessment Report will be prepared by our team which will include our findings and recommended alternatives for rehabilitation. **Phase 2 - Database Preparation**, will include field surveys of the bridge structure to completely define the existing bridge geometry, waterway, and unique features of each bridge project. Using the data collected in the field, a base map will be created to use for preparing the various studies and rehabilitation plans. **Phase 3 - Environmental and Historical Surveys**, will include completing the various environmental and historical surveys as required. This phase will also include coordination with Georgia Department of Natural Resources (Ga. DNR) Historic Preservation Division, United States Army Corps of Engineers, and Ga. DNR Environmental Protection Division as required. The various required permits will be obtained and secured during this phase. If no work is required in the waterway, no environmental permitting will be necessary. A historical survey and permitting will be required for the 15th Street Bridge over the Augusta Canal Project as a minimum. A historical survey will be required for the Broad Street On-Ramp Bridge if a Nationwide Permit is triggered due to work being required in the waterway.

Mr. Abie Ladson, P.E.
 May 22, 2012
 Page 4 of 6

Engineering Fees and Time of Delivery

We propose to complete Phases 1 through 3 in Part I of these projects for the following lump sum fees:

PROJECT No. 1 - 15TH STREET BRIDGE OVER AUGUSTA CANAL

PART I - Conceptual Phase and Preliminary Bridge Assessments

Phase 1 - Conceptual Phase

• Research and Data Collection	\$ 8,480.00
• Structural Assessment/Testing	\$ 26,820.00
• Underwater Investigation	\$ 3,020.00
• Street Lighting Assessment	\$ 5,120.00
• Hydraulic and Hydrological Survey	\$ 5,460.00
• Landscape Architecture Conceptual Drawing	\$ 4,300.00
• Structural Analysis	\$ 9,380.00
• Prepare and Evaluate Rehabilitation Alternatives	\$ 10,840.00
• Assessment Report Preparation	<u>\$ 5,440.00</u>
Subtotal	\$ 78,860.00

Phase 2 - Database Preparation

• Field Location and Surveying	<u>\$ 13,860.00</u>
	\$ 13,860.00

Phase 3 - Environmental and Historical Surveys

• Environmental Surveys *	\$ 7,000.00
• Historical Research, Survey, Report, and Permitting	\$ 12,000.00
• Environmental/Historical Coordination	<u>\$ 2,400.00</u>
Subtotal	\$ 21,400.00

* If Required

PART I Services - Grand Total \$ 114,120.00

Mr. Abie Ladson, P.E.
 May 22, 2012
 Page 5 of 6

PROJECT No. 2 - BROAD STREET ON-RAMP BRIDGE AT LAKE OLMSTEAD

PART I - Conceptual Phase and Preliminary Bridge Assessments

Phase 1 - Conceptual Phase

• Research and Data Collection	\$ 1,720.00
• Structural Assessment	\$ 22,480.00
• Underwater Investigation	\$ 3,020.00
• Street Lighting Assessment	\$ 5,120.00
• Hydraulic and Hydrological Survey	\$ 5,460.00
• Landscape Architecture Conceptual Drawing	\$ 5,000.00
• Roadway Design Conceptual Layout	\$ 5,200.00
• Structural Analysis	\$ 7,880.00
• Prepare and Evaluate Rehabilitation Alternatives	\$ 5,480.00
• Assessment Report Preparation	<u>\$ 4,800.00</u>
Subtotal	\$ 66,160.00

Phase 2 - Database Preparation

• Field Location and Surveying	<u>\$ 13,860.00</u>
Subtotal	\$ 13,860.00

Phase 3 - Environmental and Historical Surveys

• Environmental Surveys *	\$ 7,000.00
• Historical Research, Survey, Report, and Permitting *	\$ 4,000.00
• Environmental Coordination *	<u>\$ 2,400.00</u>
Subtotal	\$ 13,400.00

* If Required

PART I Services - Grand Total \$ 93,420.00

We will submit monthly invoices for the work completed to date. We will also provide a monthly project progress report with the invoice.

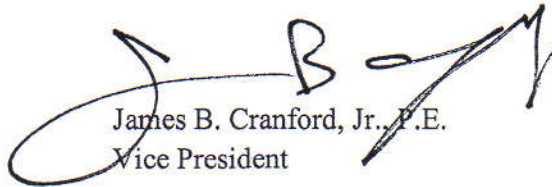
Mr. Abie Ladson, P.E.
May 22, 2012
Page 6 of 6

If a Notice to Proceed can be received by June 20, 2012, we can complete the Final Assessment Report, Surveying database, and Historical Survey deliverables by December 15, 2012.

We appreciate the opportunity to provide this proposal and stand prepared to begin work immediately upon receipt of your authorization to proceed. Please contact us at your convenience should you have any questions regarding any aspect of the project.

Sincerely,

CRANSTON ENGINEERING GROUP, P.C.



James B. Cranford, Jr., P.E.
Vice President

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

Augusta-Richmond County, Georgia

CPB#328-041110-211828012

**CAPITAL PROJECT BUDGET
BRIDGE REHABILATION & REPAIRS
Bid Item 11-134**

(15th St Bridge over the Augusta Canal, & Broad St On-Ramp over Lake Olmstead)

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 change is authorized to CPB# 328-041110-211828012 15th St. Bridge over the Augusta Canal & the Broad Street On-Ramp over Lake Olmstead to award the Design Consultant Agreement to Cranston Engineering, Group in the amount of \$207,540.00 to be funded from SPLOST PHASE VI.

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

Special 1% Sales Tax, Phase VI	\$	207,540
	\$	207,540

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

By Basin	By District
Raes Creek	3rd \$ 207,540

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

Adopted this _____ day of _____.

Approved

Deke Copenhaver, Mayor

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

Augusta-Richmond County, Georgia

CPB#328-041110-211828012

**CAPITAL PROJECT BUDGET
BRIDGE REHABILITATION & REPAIRS**

Bid Item 11-134

(15th St Bridge over the Augusta Canal, & Broad St On-Ramp over Lake Olmstead)

<u>SOURCE OF FUNDS</u>	<u>CPB AMOUNT CPB</u>	<u>CPB CHANGE</u>	<u>NEW CPB</u>
SPECIAL 1% SALES TAX, PHASE VI 328-041110-6011110-211828012	(\$207,540)		(\$207,540)
TOTAL SOURCES:	(\$207,540)		(\$207,540)
 <u>USE OF FUNDS</u>			
ENGINEERING 328-041110-5212115-211828012	\$207,540		\$207,540
TOTAL USES:	\$207,540		\$207,540



ENGINEERING DEPARTMENT

Abie L. Ladson, PE
Director

Steven J. Cassell, PE, PTOE
Assistant Director Traffic Engineering

MEMORANDUM

TO: Geri Sams, Director of Procurement

FROM: Abie L. Ladson, PE, Director Engineering Department

DATE: February 16, 2012

SUBJECT: Design and Field Engineering Services for Bridge Rehabilitation and Repairs
Bid Item # 11-134
Project Number:
File reference: 08-014(A)

Ms. Sams,

It is the recommendation of the Engineering Department to award the subject construction contract in the following manner:

Bridge #1, Broad Street On-Ramp: Cranston Engineering Group

Bridge #2, Broad Street Off-Ramp: CSI

Bridge #3, Broad Street over Augusta Canal: Moreland Altobelli and Associates

Bridge #4, Broad Street over Hawks Gully: Moreland Altobelli and Associates

Bridge #5, 15th Street over Augusta Canal: Cranston Engineering Group

If you have any questions, or concerns please e-mail me, or give me a call.

Thank You,

ALL/*scm*

Attachments

cc: Phyllis Mills, Quality Assurance Analyst
 Steven J. Cassell, PE, PTOE, Assistant Director – Traffic Engineering
 Hameed Malik, PhD., PE, Assistant Director Engineering

File

Traffic Engineering Section
 328 Riverfront Drive - Augusta, GA 30901
 (706) 821-1841 – Fax (706) 821-1724
 WWW.AUGUSTAGA.GOV

Item # 1

Bidders List

 Bid Item # 11-134

 Cost \$ 0

#	Company Name	Complete Mailing Address	Date	Spec. #	Initials	Mailed by
1	ATTN: SANDIE VANVALKENBURG ZEL ENGINEERS 435 TELFAIR STREET AUGUSTA GA 30901		5/27/11		SP	Pick up
2						
3						
4	Brian K. Adams, P.E., S.E. Heath & Lineback Engineers, Inc. 209 Corporate Drive, Suite 300 Carrollton, GA 30117 Voice: 770.722.7631 Fax: 770.424.2907 badams@heath-lineback.com		5/31/11		SP	U.S. Mail
5						
6						
7	WILBUR SMITH ASSOCIATES ATTN CHERYL K RILEY 2835 BRANDYWINE RD., SUITE 400 ATLANTA GA 30341-5540 Direct 678.244.0248 - o: 770.936.8650 - fax: 770.936.8656		6/1/11		SP	U.S. Mail
8						
9						
10	 Parsons Brinckerhoff 3340 Peachtree Road, N.E. Suite 2400 - Tower Place 100 Atlanta, GA 30326-1087 Main: 404-237-2115 Direct: 404-364-2407 Fax: 404-237-3015 wooten@pbworld.com Michael K. Wooten, PE Project Manager Lead Engineer 		6/16/11		SP	Pick up
11						
12						
13	ENERCON ATTN CYNDI ROMERO 500 TOWNPARK LANE, SUITE 275 KENNESAW GA 30144 770-590-2122		6/21/11		SP	U.S. Mail
14						
15						
16						

TVS DESIGN
2700 PROMENADE TWO
1230 PEACHTREE ST., NE
ATLANTA, GA 30309

ATTN: MARK VIDEKOVICH
BRPH, INC.
2000 POWERS FERRY RD., SUITE 600
MARIETTA, GA 30067

ATTN: MICHAEL A. CLIFFORD
LINDSAY, POPE, BRAYFIELD, CLIFFORD
& ASSOCIATES, INC.
344 WEST PIKE STREET
LAWRENCEVILLE, GA 30046

ATTN: DOUG STRAUGHAN
HUSSEY, GAY, BELL & DEYOUNG INT.
625 GREEN STREET, NE
GAINESVILLE, GA 30501

ATTN: KYLE F. EPSTEIN
WARREN EPSTEIN & ASSOCIATES
1785 CHESIRE BRIDGE RD., NE
ATLANTA, GA 30324

ATTN: SCOTT WILLIAMS
CRANSTON ENGINEERING
OLD ENGINE CO. NO. 1 BLDG
452 ELLIS STREET
AUGUSTA, GA 30901

THE POLOTE CO.
1810 MILL B LANE
SAVANNAH, GA 31405

ATTN: TREY WINGATE
W. K. DICKSON
1450 GREENE ST. SUITE 225
AUGUSTA, GA 30901

T Y LIN INTERNATIONAL
260 PEACHTREE STREET
SUITE 900
ATLANTA, GA 30303

ATTN: TONY JOHNSON
AECOM
1360 PEACHTREE ST NE STE 500
ATLANTA GA 30309

P M & A CONSULTING ENGINEERS
609 BROAD STREET
AUGUSTA, GA 30901
RETURNED MAIL

ATTN: PHILLIP GREENE
SOUTHERN PARTNERS
1233 AUGUSTA WEST PARKWAY
AUGUSTA, GA 30909

ATTN: BOB MUNGER
MUNGER ASSOCIATES CONSULTING
596 LINKS LANE
MARTINEZ, GA 30907

ATTN: TONY AECK
LORD, AECK & SARGENT
1201 PEACHTREE ST, NE STE 300
ATLANTA, GA 30361

PBS & J
5665 NEW NORTHSIDE DR. SUITE 400
ATLANTA, GA 30328

ATTN: RICHARD LASCHOB
JOHNSON LASCHOB & ASSOCIATES
1296 BROAD STREET
AUGUSTA, GA 30901

EMC ENGINEERING SERVICES
4106 COLBERN BLVD, SUITE 105
EVANS, GA 30809

WR TOOLE ENGINEERS
1005 BROAD STREET
AUGUSTA, GA 30901

ATTN: TONY PARKER
POND & COMPANY
3500 PARKWAY LANE
SUITE 600
NORCROSS, GA 30092

KRAFRA
418 8TH STREET
AUGUSTA, GA 30901

ATTN: EDWARD LEHMAN
ARCHETYPE DESIGN
4860 LEISURE DRIVE
DUNWOODY, GA 30338

ATTN: JOANNA HENDERSON
STEWART-COOPER-NEWELL
719 E. SECOND AVENUE
GASTONIA, NC 28504

ATTN: JETAYA MCGHEE
ROSSER INTERNATIONAL
524 W PEACHTREE ST. NW
ATLANTA, AG 30308

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

ATTN: JOSEPH PORTER, JR
S. L. KING TECHNOLOGIES
270 PEACHTREE ST, NW.
SUITE 1600
ATLANTA, GA 30303

ATTN: JOHN EISENLAU
HO & K
191 PEACHTREE ST. NE
SUITE 4100
ATLANTA, GA 30303

**YVONNE GENTRY
500/HATCHER BUILDING**

ATTN: SANDIE VANVALKENBURG
ZEL ENGINEERS
435 TELFAIR STREET
AUGUSTA GA 30901

ABIE LADSON
ENGINEERING ADMIN
HAMEED MALIK
ENGINEERING ADMIN

RFQ ITEM #11-134 MAILED 5/27/11

RFP Item #11-134
Design & Field Engineering Services for
Bridge Rehabilitation & Repairs
For Engineering Department # 1
RFP Due: Tue 7/12/11 @ 3:00 p.m.

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

[Logout](#) | [Help](#)[My DemandStar](#)[Buyers](#)[Account Info](#)[Log Bid](#)[\[View Bids\]](#)[Log Quote](#)[View Quotes](#)[Supplier Search](#)[Build Broadcast List](#)[Reports](#)

Planholders List

Member Name City of Augusta, GA (Augusta Commission)

Bid Number RFP-11-134-0-2011/PJM

Bid Name Design & Field Engineering Services for Bridge Rehabilitation & Repairs

2 Document(s) found for this bid

30 Planholder(s) found.

[Add Planholder](#)

Supplier Name ▲	Phone	Fax	Doc Count	Attributes	Programs	Actions
AMEC	3523323318	3523336622	1			Documents
AMEC	3142095945	3142095929	2			Documents
AshBritt, Inc.	9545453535	9545453585	2			Documents
Caltrop Corporation	7038353390	0000000000	1			Documents
Cardno TBE	7275313505	7274311751	1			Documents
Civil Services Inc	9046411834	9046450057	2	1. African American Owned		Documents
GEC Inc.	2256124122	2256123016	2			Documents
Infrastructure Engineers	4079571660	4079578744	2	1. Native American Owned		Documents
KCI Technologies, Inc.	4103167800	4103167817	2			Documents
Kimley-Horn	9196772000	9196772050	2			Documents

Page 1 of 3 [first](#) | [previous](#) | [next](#) | [last](#)Format for Printing ☐ No ☒[Search](#)[<< Return](#)[Export to Excel](#)DemandStar is a product of [Onvia, Inc.](#) (c) 1997-2012. All rights reserved. | [Terms of Use](#) | [Privacy](#)

Item # 1

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

Logout | Help



My DemandStar

Buyers

Account Info

Log Bid [View Bids]

Log Quote

View Quotes

Supplier Search

Build Broadcast List

Reports

Planholders List

Member Name City of Augusta, GA (Augusta Commission)

Bid Number RFP-11-134-0-2011/PJM

Bid Name Design & Field Engineering Services for Bridge Rehabilitation & Repairs

2 Document(s) found for this bid

30 Planholder(s) found.

Add Planholder

Supplier Name	Phone	Fax	Doc Count	Attributes	Programs	Actions
Lockwood, Andrews & Newnam, Inc.	7132666900	7132662089	2			Documents
M J Construction Company/Anchor Construction	7279386478	7279344665	2			Documents
McCall & Associates, Inc.	2292422551	2292448358	2			Documents
Michael Baker Corporation	8005531153	7574630503	1			Documents
Moore and Associates	8032797799	8032793848	2			Documents
Moreland Altobelli Associates, Inc.	7702635945	7702630166	2			Documents
NOVA	7704250777	7704251113	2			Documents
Onvia, Inc. - Content Department	2063739500	8882637801	1			Documents
Proshot Concrete, Inc.	2567645941	2567645946	2	1. Small Business		Documents
Proshot Concrete, Inc.	2567645941	2567645946	2			Documents

Page 2 of 3 [first](#) | [previous](#) | [next](#) | [last](#)

Format for Printing No

Search

<< Return

Export to Excel

DemandStar is a product of Onvia, Inc. (c) 1997-2012. All rights reserved. | [Terms of Use](#) | [Privacy](#)

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

[Logout](#) | [Help](#)[My DemandStar](#)[Buyers](#)[Account Info](#)[Log Bid](#)[\[View Bids\]](#)[Log Quote](#)[View Quotes](#)[Supplier Search](#)[Build Broadcast List](#)[Reports](#)

Planholders List

Member Name City of Augusta, GA (Augusta Commission)

Bid Number RFP-11-134-0-2011/PJM

Bid Name Design & Field Engineering Services for Bridge Rehabilitation & Repairs

2 Document(s) found for this bid

30 Planholder(s) found.

[Add Planholder](#)

Supplier Name ▲	Phone	Fax	Doc Count	Attributes	Programs	Actions
R S & H	6785287229	4043479522	1			Documents
Reynolds, Smith and Hills, Inc. attention: Sue Skinner	9042562500	9042562501	2			Documents
Russell Corrosion Consultants	4109974481	4109974481	1			Documents
Shaw Environmental and Infrastructure, Inc.	4072873223	4072873201	2			Documents
Stantec Consulting Services Inc.	8594223000	8594223100	2			Documents
URS Corporation - Transportation	6788088800	6788088400	2			Documents
Volkert, Inc.	7709199520	7709199542	2			Documents
Walter P Moore	7136307300	7136307396	2			Documents
White Consulting	8432258608	8432251111	1			Documents
WRScompass	8136844400	8136849177	2			Documents

Page 3 of 3 [first](#) | [previous](#) | [next](#) | [last](#)Format for Printing [No](#) ☐[Search](#)[<< Return](#)[Export to Excel](#)DemandStar is a product of [Onvia, Inc.](#) (c) 1997-2012. All rights reserved. | [Terms of Use](#) | [Privacy](#)

Item # 1

TVS DESIGN
2700 PROMENADE TWO
1230 PEACHTREE ST., NE
ATLANTA, GA 30309

ATTN: MARK VIDEKOVICH
BRPH, INC.
2000 POWERS FERRY RD., SUITE 600
MARIETTA, GA 30067

ATTN: MICHAEL A. CLIFFORD
LINDSAY, POPE, BRAYFIELD, CLIFFORD
& ASSOCIATES, INC.
344 WEST PIKE STREET
LAWRENCEVILLE, GA 30046

ATTN: DOUG STRAUGHAN
HUSSEY, GAY, BELL & DEYOUNG INT.
625 GREEN STREET, NE
GAINESVILLE, GA 30501

ATTN: KYLE F. EPSTEIN
WARREN EPSTEIN & ASSOCIATES
1785 CHESIRE BRIDGE RD., NE
ATLANTA, GA 30324

ATTN: SCOTT WILLIAMS
CRANSTON ENGINEERING
OLD ENGINE CO. NO. 1 BLDG
452 ELLIS STREET
AUGUSTA, GA 30901

THE POLOTE CO.
1810 MILL B LANE
SAVANNAH, GA 31405

ATTN: TREY WINGATE
W. K. DICKSON
1450 GREENE ST. SUITE 225
AUGUSTA, GA 30901

T Y LIN INTERNATIONAL
260 PEACHTREE STREET
SUITE 900
ATLANTA, GA 30303

ATTN: TONY JOHNSON
AECOM
1360 PEACHTREE ST NE STE 500
ATLANTA GA 30309

P M & A CONSULTING ENGINEERS
609 BROAD STREET
AUGUSTA, GA 30901
RETURNED MAIL

ATTN: PHILLIP GREENE
SOUTHERN PARTNERS
1233 AUGUSTA WEST PARKWAY
AUGUSTA, GA 30909

ATTN: BOB MUNGER
MUNGER ASSOCIATES CONSULTING
596 LINKS LANE
MARTINEZ, GA 30907

ATTN: TONY AECK
LORD, AECK & SARGENT
1201 PEACHTREE ST, NE STE 300
ATLANTA, GA 30361

PBS & J
5665 NEW NORTHSIDE DR. SUITE 400
ATLANTA, GA 30328

ATTN: RICHARD LASCHOB
JOHNSON LASCHOB & ASSOCIATES
1296 BROAD STREET
AUGUSTA, GA 30901

EMC ENGINEERING SERVICES
4106 COLBERN BLVD, SUITE 105
EVANS, GA 30809

WR TOOLE ENGINEERS
1005 BROAD STREET
AUGUSTA, GA 30901

ATTN: TONY PARKER
POND & COMPANY
3500 PARKWAY LANE
SUITE 600
NORCROSS, GA 30092

KRAFRA
418 8TH STREET
AUGUSTA, GA 30901

ATTN: EDWARD LEHMAN
ARCHETYPE DESIGN
4860 LEISURE DRIVE
DUNWOODY, GA 30338

ATTN: JOANNA HENDERSON
STEWART-COOPER-NEWELL
719 E. SECOND AVENUE
GASTONIA, NC 28504

ATTN: JETAYA MCGHEE
ROSSER INTERNATIONAL
524 W PEACHTREE ST. NW
ATLANTA, AG 30308

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

ATTN: JOSEPH PORTER, JR
S. L. KING TECHNOLOGIES
270 PEACHTREE ST, NW.
SUITE 1600
ATLANTA, GA 30303

ATTN: JOHN EISENLAU
HO & K
191 PEACHTREE ST. NE
SUITE 4100
ATLANTA, GA 30303

YVONNE GENTRY
500/HATCHER BUILDING

ATTN: SANDIE VANVALKENBURG
ZEL ENGINEERS
435 TELFAIR STREET
AUGUSTA GA 30901

ABIE LADSON
ENGINEERING ADMIN
HAMEED MALIK
ENGINEERING ADMIN

RFP Item #11-134
Design & Field Engineering Services for
Bridge Rehabilitation & Repairs
For Engineering Department
RFP Due: Tue 7/12/11 @ 3:00 p.m.

RFQ ITEM #11-134 MAILED 5/27/11

RFP Item #11-134 Design & Field Engineering Services for Bridge Rehabilitation & Repairs for the City of Augusta - Engineering Department RFP Due: Tuesday, July 12, 2011 @ 3:00 P.M.					
VENDORS	Attachment B	Addendum	Original	9 Copies	Fee Proposal
Civil Services Inc 2394 St Johns Bluff Rd South Jacksonville, FL 32246	Yes	Yes	Yes	Yes	Yes
Cranston Engineering Old Engine Co. No. 1 Bldg 452 Ellis Street Augusta, GA 30901	Yes	Yes	Yes	Yes	Yes
Moreland Altobelli Associates, Inc 2211 Beaver Ruin Road, Suite 100 Norcross, GA 30071	Yes	Yes	Yes	Yes	Yes
RS&H 730 Peachtree Street, Suite 430 Atlanta, GA 30308	Yes	Yes	Yes	Yes	Yes
T Y Lin International 260 Peachtree Street, Suite 900 Atlanta, GA 30303	Yes	Yes	Yes	Yes	Yes
Heath & Lineback Engineering Inc 209 Corporate Dr. Suite 300 Carrollton, GA 30117	Non-Compliant Missing E-Verify Number				
ZEL Engineers 435 Telfair Street Augusta, GA 30901	Submitted No Bid Response				
A & S Engineering P. O. Box 2413 Evans, GA 30809					
AECOM 1360 Peachtree St Ne Ste 500 Atlanta, GA 30309					
Archetype Design 4860 Leisure Drive Dunwoody, GA 30338					
Atkins Global 1600 River Edge Parkway Atlanta, GA 30328					
BRPH, Inc. 2000 Powers Ferry Rd., Suite 600 Marietta, GA 30067					
EMC Engineering Services 4106 Colbern Blvd, Suite 105 Evans, GA 30809					
Enercon 500 Townpark Lane, Suite 275 Kennesaw, GA 30144					
HO & K 191 Peachtree St. NE, Suite 4100 Atlanta, GA 30303					
Hussey, Gay, Bell & Deyoung Int. 625 Green Street, Ne Gainesville, GA 30501					
Johnson Laschober & Associates 1296 Broad Street Augusta, GA 30901					Item # 1

RFP Item #11-134
Design & Field Engineering Services for Bridge Rehabilitation & Repairs
for the City of Augusta - Engineering Department
RFP Due: Tuesday, July 12, 2011 @ 3:00 P.M.

VENDORS	Attachment B	Addendum	Original	9 Copies	Fee Proposal
Krafra 418 8th Street Augusta, GA 30901					
Lindsay, Pope, Brayfield, Clifford & Associates, Inc. 344 West Pike Street Lawrenceville, GA 30046					
Lord, Aeck & Sargent 1201 Peachtree St, Ne Ste 300 Atlanta, GA 30361					
Munger Associates Consulting 596 Links Lane Martinez, GA 30907					
Parsons Brinckerhoff 3340 Peach Tree Road NE Ste 2400 Tower Place 100 Atlanta GA 30326					
PBS & J 5665 New Northside Dr. Suite 400 Atlanta, GA 30328					
Pond & Company 3500 Parkway Lane, Suite 600 Norcross, GA 30092					
Rosser International 524 W Peachtree St. NW Atlanta, GA 30308					
S. L. King Technologies 270 Peachtree St, NW, Suite 1600 Atlanta, GA 30303					
Southern Partners 1233 Augusta West Parkway Augusta, GA 30909					
Stewart-Cooper-Newell 719 E. Second Avenue Gastonia, NC 28504					
The Polote Co. 1810 Mill B Lane Savannah, GA 31405					
TVS Design 2700 Promenade Two 1230 Peachtree St., NE Atlanta, GA 30309					
W. K. Dickson 1450 Greene St. Suite 225 Augusta, GA 30901					
Warren Epstein & Associates 1785 Chesire Bridge Rd., Ne Atlanta, GA 30324					
Wilbur Smith Associates 2835 Brandywine Rd Ste 400 Atlanta GA 30341					
WR Toole Engineers 1005 Broad Street Augusta, GA 30901					Item # 1

Request for Proposal

Request for Proposals will be received at this office until Tuesday, July 12, 2011 @ 3:00 P.M. for furnishing:

RFP ITEM #11-134

Design & Field Engineering Services for Bridge Rehabilitation & Repairs for Engineering 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 Richmond County 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. Documents may be examined during regular business hours at the offices of Augusta, GA Procurement Department. **All questions must be submitted in writing by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Tuesday, June 21, 2011 @ 5:00 P.M.** No RFP will be accepted by fax, all must be received by mail or hand delivered.

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

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

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

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

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

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle May 26, June 2, 9, 16, 2011
Metro Courier June 1, 2011

cc: Tameka Allen Interim Deputy Administrator
Abie Ladson Engineering Department
Hameed Malik Engineering Department



**Engineering Services Committee Meeting
7/30/2012 1:00 PM
Approve the 2013 Solid Waste Collections Contract**

Department: Environmental Services

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

Background: In the early 2000's Augusta chose to implement mandatory trash collection service to residents in Augusta. As the years progressed, and contracts were continued, the service levels changed and the area that received serviced expanded. We are currently in the final extension period of the current contract – and that has been extended on a purely month-to-month basis with our current service providers. In 2011, Augusta released RFP 11-112 – Solid Waste and Recyclables Collection Services, to which there were four (4) compliant respondents.

Analysis: The four compliant respondents were scored and based upon that scoring; contract negotiations were entered. During those negotiations, it became apparent that Augusta had two basic options for service – one company performing collection services for the entire county, or dividing the service area into two areas and allow two companies to provide services. At the recent Commission meetings, it was the will of the body that the service area be awarded to two companies and one-time-per-week trash services be offered. In addition, an incentive-based recycling program was included as well. At this time, and per the body's instruction, the Department is providing and requesting approval of the Solid Waste Collections Contract for 2013. The Contract provides for very detailed daily service-level data to be provided electronically by each provider which will allow the Department to know and verify whether service was provided at a specific address. In addition, all the trash collection vehicles will operate on compressed natural gas, and have increased safety devices such as backup alarms which adjust to be louder than the surrounding background noise. The Contract also provides for the incentive-based recycling program (Recycle Perks) as requested by the Commission; and one-time per week trash collection services with variable cart sizes, and a comprehensive marketing and communication campaign to allow the Department to

Cover Memo

Item # 2

communicate and notify our customers of changes to their services.

Financial Impact: Our budgeted rate for 2012 is \$320 per year and we believe that rate should be appropriate for the new contract starting in 2013.

Alternatives: 1. Approve the Contract. 2. Do not approve the Contract.

Recommendation: Alternative 1.

**Funds are Available
in the Following
Accounts:** 542-04-4110/5222110

REVIEWED AND APPROVED BY:

REQUEST FOR PROPOSALS

Request for Proposals will be received at this office until Wednesday, April 27, 2011 @ 3:00 p.m. for furnishing:

RFP Item #11-112 Solid Waste & Recyclable Collection Services for Solid Waste Department

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

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

RFP documents may be viewed on the Augusta Richmond County 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 Meeting will be held on Friday, April 1, 2011 @ 11:00 a.m. in the Procurement Department 530 Greene Street, Room 605. All questions must be submitted by fax at 706 821-2811 or by email to procbidandcontract@augustaga.gov by Monday, April 11, 2011 @ 5:00 p.m.** No RFP will be accepted by fax, all must be received by mail or hand delivered.

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

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

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

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

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

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle	March 10, 17, 24, 31, 2011
Metro Courier	March 16, 2011

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

RFP Item #11-112
Solid Waste Recyclables Collection Services
for the City of Augusta - Solid Waste Department
RFP Due: Thursday, June 23, 2011 @ 3:00 p.m.

VENDORS	Attachment B	Bidders Form	Bid Bond	Addendums 1 - 6	Original	6 Copies	Fee Proposal
Advanced Disposal 5734 Columbia Road Grovetown GA 30813	YES	YES	YES	YES	YES	YES	YES
Inland Service Corp 1561 Doug Barnard Pkwy Augusta GA 30906	YES	YES	YES	YES	YES	YES	YES
Waste Management 208 Prep Phillips Drive Augusta GA 30901	YES	YES	YES	YES	YES	YES	YES
Waste Pro 1405 Danielsville Road Athens GA 30601	YES	YES	YES	YES	YES	YES	YES
Berry Smith Sanitation 1308 New Savannah Road Augusta GA 30901	Non-Compliant Attachment B missing E-Verify Number						
A-1 Sanitation Service 3452-B Peach Orchard Road Augusta GA 30906	Submitted No Bid Response						
Metro-Waste 1824 Wylde Road Suite A5 Augusta GA 30909	Submitted No Bid Response						
Republic Services, Inc. 84 Clifton Blvd Savannah GA 31408	Submitted No Bid Response						
Veolia ES Solid Waste 1101 Hawkins Street Valdosta GA 31601	Submitted No Bid Response						
Augusta Disposal Po Box 334 Evans GA 30809							
Choice Environmental 2860 State Road 84 Fort Lauderdale, FL 33312							
Clean Energy 3988 Shadow Loch Drive Suwanee GA 30024							
Coleman Sanitation 3010 Georgia Road Augusta GA 30906							
Columbia Waste 1064 Franke Industrial Boulevard Augusta GA 30901							
Dorado Services Inc 195 W Seminole Boulevard Sanford FL 32771							
Gallop & Associates 2911 Point West Drive Augusta GA 30909							
Inland Service Corp 1561 Doug Barnard Pkwy Augusta GA 30906							
Precision Waste Services Po Box 446 Thomson GA 30824							
Richmond Waste Inc Po Box 6887 Augusta GA 30916						Item # 2	

RFP Item #11-112
Solid Waste Recyclables Collection Services
for the City of Augusta - Solid Waste Department
RFP Due: Thursday, June 23, 2011 @ 3:00 p.m.

VENDORS	Attachment B	Bidders Form	Bid Bond	Addendums 1 - 6	Original	6 Copies	Fee Proposal
Schaefer Systems 4235 Marsh Landing Blvd Apt 432 Jacksonville Beach FL 32250							
Spartan Waste 3668 Sterling Ridge Way Decatur GA 30032							
Unity Disposal & Recycling Llc 14862 Old Gunpowder Road Laurel MD 20707							
Waste Industries 2699 Cochran Industrial Blvd Douglasville GA 30134							
World Waste Recycling Inc 3547 Nw 49th Street Miami FL 33142							

**Cumulative Evaluation Sheet - RFP Item #11-112
Solid Waste & Recyclables Collection Services
For The City of Augusta – Solid Waste Department**

Evaluation Criteria	PTS	Advanced Disposal 5734 Columbia Road Grovetown GA 30813	Inland Service Corp 1561 Doug Barnard Pkwy Augusta GA 30906	Waste Management 208 Prep Phillips Drive Augusta GA 30901	Waste Pro 1405 Danielsville Road Athens GA 30601
1. Staffing	10	6	6	9	7
2. Experience	20	14	17	17	14
3. Available Resources	10	8	8	8	8
4. Financial Stability & Financial Statement	10	6	4	9	7
5. Implementation Plan	5	3	3	5	4
6. Customer Service Procedures	5	2	3	5	4
8. Litigation History	5	4	4	5	4
9. Criminal Convictions / Environmental Violations	5	5	5	5	5
10. Cost for Service	10	10	8	4	6
11. Other Benefits to the County	15	3	7	5	0
11. Proximity to Area Within Augusta 5 pts Within the CSRA 4 pts Within Georgia 3 pts Within Southeast US 2 pts All Others 1 pt	5	4	5	5	3
TOTAL	100	64	71	77	62

Comments:

Mandatory Pre-Proposal Conference
RFP Item #11-112
Solid Waste & Recyclables Collection Services
for the City of Augusta – Solid Waste Department
RFP Due: Friday, April 1, 2011 @ 11:00 a.m.

PLEASE PRINT

NAME	COMPANY/DEPT.	ADDRESS/CITY/STATE/ZIP CODE	TELEPHONE NUMBER	FAX NUMBER	Prime/Sub/
1. Jim Whately	CHOICE	5151 Keweenaw Rd Savannah GA 31408	239-784-8661	863-655-0009	
2. Jim Sage	CHOICE	2800 STATE RD 84 FT. LAUDERDALE, FL 33312	305-491-4538	863-655-0009	
3. Denise Boyd	Republic Services	84 Clifton Blvd Savannah GA 31408	912-963-5616	864-751-1694	
4. Art Smith	Republic Services	84 Clifton Blvd Savannah GA 31408	843-247-3300	Art Smith @ Republic Services.com	
5. Jamie Farnham	Clean Energy	3908 Shadow Loch Dr. Suwanee, GA 30034	770-845-2059		
6. Mark Riley	Clean Energy	188 N. Main St. Ste 3 Concord, NH 03301	603-318-6817	markriley@cleanenergyfuels.com	
7. Monique Woods	AUGUSTA DISPOSAL	PO Box 336 EVANS, GA 30809	706-860-8208	706-860-8256	PRIME
8. Andrew Polons	Augusta Disposal	" "	" "	" "	
9. Linda Spires-Miller	Waste Management	1047 Highway Church Rd Elain, SC 29045	843-557-7777	803-736-0995	
10. Jeff Washington	Waste Management	208 Peap Phillips Dr. Augusta, GA 30901	706-495-8204	706-794-5586	PRIME
11. KEVIN MUELLER	Inland Service Corp	8404 E GORE Blvd Lawton, OK 73501	956-943-4556	956-943-4557	PRIME
12. H WAYNE JOHNSON	ISC	701 SANTA ISABEL LAGUNA VISTA, TX 78758	956-943-4556	956-943-4557	PRIME

Item #2

David J. Vance Inland Service Corp.

1561 Doug Barnard PKWY
Augusta Co. 30906

706-790-4117 706-796-0826 PRIME

Page 1 of 5
Original

Mandatory Pre-Proposal Conference
RFP Item #11-112
Solid Waste & Recyclables Collection Services
for the City of Augusta – Solid Waste Department
RFP Due: Friday, April 1, 2011 @ 11:00 a.m.

PLEASE PRINT

NAME	COMPANY/DEPT.	ADDRESS/CITY/STATE/ZIP CODE	TELEPHONE NUMBER	FAX NUMBER	Prime/Sub/
1. Fournier, Anthony	Columbia Waste	Augusta, Ga. 30909 1064 Franke Industrial Blvd	706-373-4285	706-364-2575	Prime
2. Pledger, Jason	Columbia Waste	1064 Franke Industrial Blvd Augusta, Ga. 30909	706-373-4285	706-364-2575	Prime
3. Berry & Mary Smith	Berry Smith Sanitation	1308 New Savannah Rd Augusta, Georgia 30901	(706) 724-2001	706 724-2019	Prime
4. James Brown	Metco-waste	1824 WYLDOS RD. SE #A5 Augusta, GA 309045402	706 798-2807	706 738-8953	Pipe
5. Ricic & Ting Smith	A-1 Sanitation Inc	3452-B Degech Anchored Rd Augusta, GA 30906	706 793-0806	706 793-8623	Prime/Sub
6. Vincent Guthrie	Spartan Waste	3668 Sterling Ridge Way Decatur, Ga 30032	770-842-4465	404-664-1796	Prime
7. McCallister	Western Smith	3610 GA Rd Mobile, Alabama 36606	706-334-3152 793-8416	793-9423	Sub
8. David Walker	Richman Waste Inc	3668 Sterling Ridge Way Decatur, Ga 30032	706 6678531		Prime
9. Stephen Redfern	Schaefer Systems	4235 Marsh Landing Blvd Apt. 492 Jacksonville Beach, FL 32250	480-343-4597		
10. Don Collins	Waste Industries	2699 Cochran Fld. 13106. Douglasville, Ga 30134	770-266-0519	770-947-2584	Prime.
11. Brian Chesson	Waste Industries	2699 Cochran Fld. 13106. Douglasville, Ga 30134	770-577-5113	770-947-2561	Prime
12. Butch Gallop	Gallop & Assoc	2911 Point West Dr Augusta GA 30909	706-495-3796		Sub

Item # 12

Page 2 of 5
Original

Mandatory Pre-Proposal Conference
RFP Item #11-112
Solid Waste & Recyclables Collection Services
for the City of Augusta – Solid Waste Department
RFP Due: Friday, April 1, 2011 @ 11:00 a.m.

PLEASE PRINT

NAME	COMPANY/DEPT.	ADDRESS/CITY/STATE/ZIP CODE	TELEPHONE NUMBER	FAX NUMBER	Prime/Sub/
1. JOHN COWIN	WASTE PRO	1405 DANFELSVILLE RD ATHENS GA 30601	770-843 8632	706 227-2424	
2. Ron Recora	WASTE PRO	P.O. Box 917209 Longwood FL 32791	407-937- 2653	407-869 8884	
3. Bob Hyres	Waste Pro	" " " "	" " "	" "	
4. John Witherspoon	Waste Pro	3512 Oakliff Rd. Doraville, Ga. 30340	770-777-1447	478-240- 4250	
5. AJ RODGERS	VEDIA ES Solid Waste	1101 Hawkins St Valdosta, GA 31601	229 630 6020	229 244 3222	P
6. Rhonda Poston	Vedlia ES Solid Waste	1101 Hawkins St Valdosta, Ga 31601	478 391 9493	229 244 3222	P
7. JERALD BOYD	Unity Disposal & Recycling, LLC	14862 Old Gumpswater Rd Laurel, MD 20707	301. 490. 8604	301. 490. 8029	
8. BILL LINTHICUM	ADVANCED	5734 Columbia Rd Greenville, GA 30813	706 533 0574	706 854 1903	
9. ADAM COCHRAN	ADVANCED DISPOSAL	5734 Columbia Rd Greenville, GA 30813	404-803-9911	706-854-1903	
10. CHARLIE GRAY	ADVANCED DISPOSAL	8880 OLD FEDERAL RD BAC GROUND, GA 36107	770. 887. 6063	770. 887. 9837	
11. Richard Curry	World Waste Recycling, Inc	3547 NW 49 ST, MIAMI, FL 33142	305-635-5144	305-635-0087	
12. DAN GUY	DORADO SERVICES INC	195 W. SEMINOLE BLVD. SANFORD FL 32771	407-828-3831	407-688-0701	P

Item #12

Page 3 of 5
Original

Mandatory Pre-Proposal Conference
RFP Item #11-112
Solid Waste & Recyclables Collection Services
for the City of Augusta – Solid Waste Department
RFP Due: Friday, April 1, 2011 @ 11:00 a.m.

PLEASE PRINT

NAME	COMPANY/DEPT.	ADDRESS/CITY/STATE/ZIP CODE	TELEPHONE NUMBER	FAX NUMBER	Prime/Sub/
1. Norm Givardini	Augusta Disposal	PO Box 334 Augusta, GA	706-860 2208	860 7351	Prime
2. Bill Polonsky	Augusta Disposal	11	11	11	Sub
3. Robert Wilson	Precision Waste Services	PO Box 446 Towson, GA 30824	706-595 5843	706-595 5876	Sub
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					

Item # 2

Page 4 of 5
Original

Mandatory Pre-Proposal Conference
RFP Item #11-112
Solid Waste & Recyclables Collection Services
for the City of Augusta – Solid Waste Department
RFP Due: Friday, April 1, 2011 @ 11:00 a.m.

PLEASE PRINT

NAME	COMPANY/DEPT.	ADDRESS/CITY/STATE/ZIP CODE	TELEPHONE NUMBER	FAX NUMBER	Prime/Sub/
1. Dave Walker	Richmond Waste Inc.	PO BOX 6887 Augusta, GA 30916	706 664 9831	—	Prime
2. Ginny Williams	DBE/LSB	501 Greene St Augusta, GA 30901	706 821-2406	706 821-4228	
3. Phyllis Mills	Procurement		706 821-2888	706 821-2811	
4. Lori Vidotto	Solid Waste		706 542 3206		
5. Mark Johnson	Solid Waste		706 542 3200		
6. Sheila Paulk	Procurement		706 821-4251	706 821-2811	
7. Geri Sams	Procurement		706 821-2422	706 821-2811	
8.					
9.					
10.					
11. Item # 2					
12.					

Page 5 of 5
Original

Planholders List - Onvia DemandStar

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

Logout | Help



My DemandStar

Buyers

Account Info

Log Bid [View Bids]

Log Quote

View Quotes

Supplier Search

Build Broadcast List

Reports

Planholders List

Member Name City of Augusta, GA (Augusta Commission)

Bid Number RFP-11-112-0-2011/PJM

Bid Name Solid Waste & Recyclables Collection Services

1 Document(s) found for this bid

15 Planholder(s) found.

Add Planholder

Supplier Name	Phone	Fax	Doc Count	Attributes	Programs	Actions
AshBritt, Inc.	9545453535	9545453585	1			Documents
Bates Trucking Trash Removal, Inc.	3017732069	3016993268	1			Documents
Inland Service Corporation	9569434556	9569434557	1			Documents
IPL Inc.	4187893651	4187893388	1			Documents
Otto Environmental Systems, LLC	7045889191	7045885250	1			Documents
Precision Waste Services, Inc.	7065955843	7065955876	1			Documents
Rehrig Pacific Company	6038954743	6038950214	1			Documents
Republic Services	8432473300	9129644677	1			Documents
Roll Offs USA	8004686826	5809241285	1	1. Small Business		Documents
RR Waste Solutions	5128580400	5128580477	1	1. Small Business		Documents

Page 1 of 2 first | previous | **next** | last

Format for Printing No

Search

<< Return

Export to Excel

DemandStar is a product of Onvia, Inc. (c) 1997-2012. All rights reserved. | [Terms of Use](#) | [Privacy](#)

Item # 2

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

[Logout](#) | [Help](#)[My DemandStar](#)[Buyers](#)[Account Info](#)[Log Bid](#)[\[View Bids\]](#)[Log Quote](#)[View Quotes](#)[Supplier Search](#)[Build Broadcast List](#)[Reports](#)

Planholders List

Member Name City of Augusta, GA (Augusta Commission)

Bid Number RFP-11-112-0-2011/PJM

Bid Name Solid Waste & Recyclables Collection Services

1 Document(s) found for this bid

15 Planholder(s) found.

[Add Planholder](#)

Supplier Name ▲	Phone	Fax	Doc Count	Attributes	Programs	Actions
Sonrai Systems	3173138911	6306229900	1			Documents
TOTER INCORPORATED	7048728171	7048780734	1			Documents
Veolia	9207498100	9207498110	1			Documents
Veolia ES Southeast Inc	3523518886	3523518812	1			Documents
Waste Pro USA, Inc	4078698800	4077663953	1			Documents

Page 2 of 2 [first](#) | [previous](#) | [next](#) | [last](#)Format for Printing No ☐DemandStar is a product of [Onvia, Inc.](#) (c) 1997-2012. All rights reserved. | [Terms of Use](#) | [Privacy](#)

Bidders List

Bid Item # 11-112 Cost \$ 0

#	Company Name	Complete Mailing Address	Date	Spec #	Initials	Mailed by
1	Inland 1561 Doug Bernarch	(706) 790-4117 (706) 796-0826 Fax	3/10/11		Melvin Barnes	Pick up
2	30906 David Vance					
3	Garden City Sanitation 253 Farmington Drive West		3/11/11		David Walker	Pick up
4	Evans GA 30809 (706) 664 9831					
5	David Walker					
6	ARROW DISPOSAL SERVIC INC ATTN HUGH HERNDON PO BOX 548 ABBEVILLE AL 36310 866-440-3983 334-585-2030 FAX		3/11/11		SP	U.S. Mail
7						
8	METROPOLITAN WASTE, INC ATTN JAMES BROWN 1824 WYLDs RD, SUITE A5 AUGUSTA, GA 30909-5422 (706) 798-2807 (cell #) 706-833-1010		3/11/11		SP	U.S. Mail
9						
10	David Smith Sanitation Attn David Smith	706-592-4981 706	3/14/11		JAMES	Pick up
11	4735 Windsor Spring Rd (NO FAX#) Hephzibah GA 30815					
12	Belma Owens 920-891-2399 (P)	Spartan Waste Systems 3668 Sterling Ridge Way Decatur, GA 30032	3/15/11		NW	PH
13	ECONOMY SANITATION 199 HIGHTOWER DRIVE SUITE 3 AUGUSTA, GA 30907-2560					
14	REMAILED 3/17/11	Remailed	3/17/11		SP	U.S. Mail
15	BATES TRUCKING TRASH REMOVAL ATTN TARA LEWIS PO BOX 91 4305 48 TH STREET BLADENSBURG MD 20710 301-773-2069 - 301-669-3428		3/24/11		SP	U.S. Mail

ATTN: JEFF WASHINGTON
WASTE MANAGEMENT
 208 PREP PHILIPS DRIVE
 AUGUSTA, GEORGIA 30901

ATTN: ART SMITH
REPUBLIC SERVICES, INC.
 84 CLIFTON BLVD
 PT. WENTWORTH, GA 31408

ATTN: MONIQUE
AUGUSTA DISPOSAL AND RECYCLING
 851 TRIANGLE INDUSTRIAL COURT
 EVANS, GA 30809-4257

ATTN: AROBERT SMITH
INLAND SERVICES
 701 SANTA ISABEL BLVD
 LAGUNA VISTA, TX 78578

ATTN: BOBBY WILLIAMS
ADVANCED DISPOSAL
 5734 COLUMBIA ROAD
 GROVETOWN, GA 30813-5114

BERRY SMITH SANITATION
 1308 NEW SAVANNAH RD.
 AUGUSTA GA 30901

A-1 SANITATION
 3452 PEACH ORCHARD RD # B
 AUGUSTA, GA 30906

COLEMAN SANITATION
 3010 GEORGIA RD
 AUGUSTA, GA 30906

METROPOLITAN WASTE
 1824 WYLDs ROAD, STE A5
 AUGUSTA, GA 30909

ATTN: JASON PLEDGER
COLUMBIA WASTE
 1064 FRANKE INDUSTRIAL DRIVE
 AUGUSTA, GA 30909

VEOLIA ENVIRONMENTAL SERVICES
 125 SOUTH 84TH STREET
 SUITE 200
 MILWAUKEE, WI 53214

IESI CORPORATION
 2301 EAGLE PARKWAY, SUITE 200
 FORT WORTH, TX 76177

WASTE INDUSTRIES USA
 3301 BENSON DRIVE
 SUITE 601
 RALEIGH, NC 27609

SANTEK ENVIRONMENTAL
 650 25TH ST., NW
 SUITE 100
 CLEVELAND, TN 37311

WASTE PRO
 P.O. BOX 7209
 LONGWOOD, FL 32791-7209

ATTN: GLEN MILLER
CHOICE ENVIRONMENTAL
 2860 STATE ROAD 84, SUITE 103
 FORT LAUDERDALE, FL 33312

ECONOMY SANITATION
 STREET: 215 HIGHTOWER DRIVE
 SUITE G
 AUGUSTA, GA 30907-2560

*Returned Address updated
 1/9/11*

DORADO SERVICES
 541 N. PALMETTO AVE.
 SUITE 104
 SANFORD, FL 32771

Mark Johnson
Solid Waste

Lori Videtto
Solid Waste

Yvonne Gentry
LSBOP
Hatcher Building

RFP 11-112

RFP 11-112
Solid Waste & Recyclables Collection Service
For Solid Waste Department
RFP Due: Wed 4/27/11 @ 3:00 p.m.

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).

- (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.

**ENVIRONMENTAL SERVICES DEPARTMENT****Mark Johnson**
Director**MEMORANDUM**

TO: Ms. Geri Sams
Director - Procurement

FROM: Mark Johnson 
Director

DATE: March 5, 2012

SUBJECT: **RFP 11-112 Solid Waste & Recyclables Collection Services –
Award recommendation**

In response to RFP 11-112 Solid Waste & Recyclables Collection Services, four proposals were received and evaluated per the criteria in the RFP.

If option A is chosen, the department recommends awarding the entire service area to a single service provider with supplemental value-add services inclusive of Recycle Bank. If Option B is chosen, the department recommends splitting the service area between two service providers. In both scenarios, the department recommends a once per week collection methodology to maximize the value to our citizens.

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: Phyllis Mills
Nancy Williams
File

**AUGUSTA, GEORGIA SOLID WASTE AND
RECYCLABLES COLLECTION AGREEMENT**

THIS AGREEMENT (the "Agreement") is effective as of the day of _____, 2012 (the "Effective Date"), with the first day of service being April 1, 2013 (the "Starting Date") by and between Augusta, Georgia, a political subdivision of the state of Georgia (hereinafter referred to as the "Augusta"), and _____, a _____ corporation doing business as _____ (hereinafter referred to as "Contractor").

WHEREAS, Augusta, Georgia owns and operates a Subtitle D and inert landfill known as Deans Bridge Road Landfill; and

WHEREAS, the Deans Bridge Road Landfill is the destination for the solid waste to be collected under this Agreement; and

WHEREAS, Augusta desires the Contractor to provide Residential Units with Residential Garbage, Recyclables, Yard Waste and Bulky Waste collection to its citizens; and

WHEREAS, Augusta desires the Contractor to provide Designated Non-Residential Locations with Residential Garbage and Recyclables, collection to its citizens; and

WHEREAS, Augusta desires the Contractor to provide Unoccupied Locations with Yard Waste and Bulky Waste collection to its citizens; and

WHEREAS, the Contractor desires to provide such solid waste and recyclables collection services; and

WHEREAS, Augusta desires the Contractor to provide vehicles that operate solely on compressed natural gas (hereinafter referred to as "CNG"); and

WHEREAS, Augusta desires to provide the Contractor with CNG; and

WHEREAS, the Contractor agrees to purchase CNG from Augusta; and"

WHEREAS, all parties hereto desire to set forth the rights and obligations of the parties in this Agreement.

NOW, THEREFORE, in consideration of the promises, the mutual premises and the compensation as defined below and other good and valuable consideration, the parties hereto hereby agree as follows:

SECTION 1 - DEFINITIONS

For the purpose of this collection services contract, hereinafter referred to as "Contract", the definitions contained in this Section shall apply unless otherwise specifically stated. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. To the extent the definitions contained herein conflict with similar definitions in any federal, state or local law, the definition in the Contract shall prevail. Use of the masculine gender shall include the feminine gender. The word "shall" is always mandatory and not merely discretionary.

Area Miss means missed collection involving one hundred (100) or more Residential Units, Designated Non-Residential Locations, and Unoccupied Locations in the Designated Collection Area on one collection day.

Appliances see White Goods.

Building Material see Construction Debris.

Bulky Waste means large items of solid waste such as furniture, mattresses, and other items too large for the Roll-Out Cart, including any oversized wastes whose large size precludes or complicates their handling by normal solid waste collection. Bulky Waste as defined here shall include property owner or tenant generated building materials. Bulky Waste is divided into two (2) distinct categories; a) piles less than 10 cubic yards; and b) piles 10 cubic yards or greater.

Carry-Out Collection means special handling service provided to those individuals unable to place their Residential Garbage or Recyclables curbside for collection due to Physical Impairment and where no person(s) capable of placing the Residential Garbage or Recyclables curbside resides at the dwelling. Carry-Out Collection services are not available for Yard Waste or Bulk Waste. In no event will the quantity of persons receiving Carry-Out Collection services exceed three percent (3%) of the total Residential Units located within the Designated Collection Area. Carry-Out Collections shall be limited to a maximum of 200 feet from the public right of way.

Collection Schedule means the days of collection authorized by the Contract.

Collection Services means Residential Garbage, Recyclables, Yard Waste and Bulky Waste collection, as described herein.

Construction Debris means waste building materials resulting from construction, remodeling, repair, or demolition operations.

Contract means this Agreement as executed for the provision of solid waste collection services in Augusta, including all of the provisions, responsibilities, procedures, remedies, and attachments without exception.

Contract Administrator means Augusta's Environmental Services Director, or designee, assigned to administer this Contract on behalf of Augusta.

Contract Term means the duration of the Contract, measured from the Starting Date as set forth in this Agreement.

Courtesy Collections means special collection requests by Augusta that the Contractor shall be responsible for providing within the same time period as regularly scheduled collections.

Customer means the recipient of collection services within Augusta, provided through this Contract, and includes Residential Units, Designated Non-Residential Locations, and Unoccupied Locations.

Damages means agreed to, actual, compensatory, consequential, continuing, direct, irreparable, punitive, presumptive, proximate and/or recissory damages incurred by Augusta, the payment of which shall not be an exclusive remedy.

Dead Animals means animals or portions thereof equal to or less than 100 pounds in weight, which have expired.

Designated Collection Area means the geographic area of which the Contractor will provide collection and other services pursuant to the Contract. Collection points will be at the curb or other Augusta determined locations for Customers receiving Carry-Out Collection service.

Designated Disposal Facility means a facility to which Garbage, Yard Waste and Bulky Waste collected under the Contract must be delivered. The disposal facility for Residential Garbage, Yard Waste and Bulky Waste collected as part of this Contract will be the Deans Bridge Road Landfill located in Augusta, Georgia.

Designated Non-Residential Location means a non-residential location in the Service Area that receives collection and other solid waste services from the Contractor. An example would be public facilities or small businesses serviced by Roll-Out Carts.

Designated Recycling Facility means a Materials Recovery Facility or transfer station selected by Augusta for delivery of Recyclables and/or White Goods collected under this Contract.

District Manager means the employee designated by the Contractor as the Contractor's primary representative with regard to matters involving this Contract.

Fiscal Year means Augusta's fiscal year that runs from January 1 through December 31.

Garbage, Residential See Residential Garbage

Hazardous Waste means waste, in any amount, which is defined, characterized, or designated as hazardous by the United States Environmental Protection Agency or appropriate State agency by or pursuant to federal or state law, or waste, in any amount, which is regulated under federal or state law; as well as all waste defined as "Hazardous Waste" in this Agreement. For the purposes of this Agreement, the term Hazardous Waste shall also include, but is not limited to, motor oil, gasoline, and liquid paint.

Hot Load means any vehicle carrying solid waste observed to be smoldering, smoking, on fire, giving off odors, or leaking a caustic or corrosive substance.

Implementation Plan means a document describing in detail the activities that will be undertaken and the schedule that will be followed to successfully implement the Contractor's collection services under this Contract on the Start Date. The Implementation Plan shall include a description of how the Contractor will evaluate routing and determine routes.

Littering means allowing spilled or wind-blown materials to come from the vicinity of the Contractor's truck hopper or to fall to the ground as the Roll-Out Carts are emptied.

Maintenance Director means the person the Contractor has assigned to Augusta, and shall be a qualified person to be in charge of maintenance associated with providing Collection Services within the Service Area. The Maintenance Director shall be physically stationed in the Service Area and available to Augusta through the use of telecommunications equipment at all times that the Contractor is providing Collection Services.

Material Recovery Facility or MRF means a site used for the collection, storage, and processing of Recyclables.

Miss means any Request for Service of a missed collection reported to Augusta.

Physical Impairment means a condition that renders an individual physically unable to bring a Roll-Out Cart either to the curb or for whom the undertaking of such an act would clearly and seriously threaten that person's health.

Putrescible means wastes that will decay or become rotten such as meats, dairy products, vegetables, fruits, etc. that are normally the source of odors and are attractive to insects.

Producer means a property owner or tenant of a Residential Unit, Designated Non-Residential Location and Unoccupied Location who generates solid waste.

Recyclables means solid waste including but not limited to newsprint and inserts; junk mail, cardboard, books and phone books, food packaging (not contaminated by food), magazines, paper bags and boxes; plastic bottles and containers to include items labeled #1 and #2, plastic milk containers, detergent bottles and plastic soft drink and liquor bottles; aluminum, steel, or tin cans; and other items determined to be recyclable by Augusta. Augusta may amend this list from time to time.

Recyclables Cart means the container designated and authorized by Augusta based upon the container's depth, size, and material and identified solely for Recyclables. It shall be subject to the collection regulations pertaining to Recyclables.

Refuse means all nonputrescible material discarded for disposal as Residential Garbage.

Repeat Collection Miss means two or more collection misses at any one Residential Unit, Designated Non-Residential Location, Unoccupied Location, or other designated collection point during any thirty (30) day period or four (4) or more collection misses in a ninety (90) day period.

Request for Service means reported customer service requests or discovered missed collection of Residential Garbage, Recyclables, Yard Waste or Bulky Waste from any one Residential Unit, Designated Carry-out Collection Locations, Designated Non-Residential Locations, Unoccupied Location or Courtesy Collections on the form used by Augusta to document customer service requests. Usually this request is transmitted electronically to the Contractor and can also be referred to as an "Insight" or "GBA" work order.

Residential Garbage means residential waste including but not limited to animal and vegetable matter; non-hazardous residential waste materials; properly contained medical waste; discarded food or beverage containers; discarded toys, clothing and other residential items; but excluding liquids of any kind. For the purpose of this Contract, Residential Garbage also includes garbage generated by Designated Non-Residential Locations.

Residential Unit means any single-family dwelling, condominium, or rental unit with four (4) or fewer dwelling units at one location. Each dwelling unit contained in a condominium and each dwelling unit in apartment complexes with four (4) or fewer rental units will be counted as separate collection points.

Roll-Out Cart means the gray (or any other color) plastic Roll-Out Cart supplied by Augusta to Customers or other designated Producers for the collection of Residential Garbage or Recyclables.

Service Area means the area(s) within Augusta limits served by the Contractor(s) and any annexations, if granted.

Supervisor means the person the Contractor has assigned to Augusta, and shall be a qualified supervisor to be in charge of the operations within the Service Area. The supervisor shall be physically stationed in the Service Area and available to Augusta through the use of telecommunications equipment at all times that the Contractor is providing Collection Services.

Valid Miss means any missed Request for Service or solid waste collection determined by Augusta to result from Contractor negligence or omission.

Vehicle Leaks and Spills means leaks consisting of a constant drip of fluids or fluid spills that leave visible puddles or "staining" upon the pavement. These fluids can be any of the motor fluids, hydraulic fluids, or waste liquids from the compactor unit.

White Goods includes refrigerators, ranges, water heaters, freezers, unit air conditioners, washing machines, dishwashers, clothes dryers, any others similar domestic appliances that are collected by the Contractor for recycling.

Yard Waste means grass, leaves, limbs, trimmings, or other plant or vegetative material generated by the Customer and separated and placed at curbside for collection. Yard Waste is divided into two (2) distinct categories; a) quantities less than 10 cubic yards; and b) quantities 10 cubic yards or greater.

Unoccupied Locations means a vacant or unoccupied Residential Unit, unimproved property or vacant lot.

SECTION 2 - CONTRACT TERM AND COMMENCEMENT

2.1 Performance Commencement

The term of this Agreement shall commence on April 1, 2013, and terminate on December 31, 2021 (the "Initial Term") unless this Agreement is terminated earlier by Augusta as herein provided. This Agreement may be renewed for two (2) or more successive two (2) year terms (the "Renewal Terms") upon mutual agreement of the parties at the rates herein (as may be adjusted as provided herein) no less than sixty (60) days prior to the expiration of the Initial Term or the then current Renewal Term.

2.2 Transition prior to Commencement Date of this Contract.

Contractor understands and agrees that the time between the formal Contract signing and April 1, 2013 is intended to provide the Contractor with sufficient time to, among other things, order equipment, prepare necessary routing changes, and prepare to start services. Contractor shall be responsible for the provision of all collection services beginning April 1, 2013. Accordingly, Contractor shall provide collection services as set forth in this Contract no later than April 1, 2013.

2.3 Deadlines for the Contractor's Implementation Planning.

At a minimum, the Contractor must address the following specific performance requirements in the Implementation Plan and accomplish them according to the following deadlines. Dates may be modified by mutual agreement.

- By June 29, 2012 Contractor shall hire the District Manager, who shall attend the Implementation Plan discussion meeting.
- By July 13, 2012 Contractor shall provide Augusta's Contract Administrator with a collection and maintenance plan, which shall be subject to the approval of Augusta's Contract Administrator. The maintenance plan shall include a description of how emergency maintenance issues will be handled. Ten days after receiving Augusta Contract Administrator's comments, the Contractor

shall provide Augusta Contract Administrator with a revised collection and maintenance plan, if necessary.

- By July 13, 2012 Contractor shall submit to Augusta's Contract Administrator documentation demonstrating that: (a) all necessary vehicles, equipment, and containers have been ordered and will be delivered to Contractor's equipment yard no later than January 11, 2013.
- By July 13, 2012 Contractor and Augusta shall meet and discuss the Contractor's Implementation Plan.
- By July 13, 2012 Contractor shall request a detailed customer list from Augusta to show all Residential Garbage, Designated Non-Residential, and Unoccupied Locations. The Contractor shall also request other information that the Contractor may reasonably need for an effective implementation. This may include lists of Carry-Out Collection locations, exempt locations from services, and locations with multiple Roll-Out Carts.
- By August 10, 2012 Contractor and Augusta shall meet and discuss the Contractor's Implementation Plan.
- By September 7, 2012 Contractor and Augusta shall meet and discuss the Contractor's Implementation Plan.
- By September 14, 2012 the Contractor shall have audited the detailed customer list from Augusta to show all Residential Garbage, Designated Non-Residential, and Unoccupied Locations and provide discrepancies back to Augusta in a format acceptable to Augusta.
- By October 5, 2012 Contractor and Augusta shall meet and discuss the Contractor's Implementation Plan.
- By November 9, 2012 Contractor and Augusta shall meet and discuss the Contractor's Implementation Plan.
- By December 7, 2012 Contractor and Augusta shall meet and discuss the status of the Contractor's Implementation Plan and its completion.
- By January 11, 2013 Contractor and Augusta shall meet and discuss the status of the Contractors Implementation Plan and its completion.
- By January 11, 2013 Contractor shall confirm in writing to Augusta Contract Administrator that all of the vehicles and equipment necessary to provide Collection Services have been delivered to the Contractor's equipment yard.
- By January 18, 2013 Contractor shall confirm in writing to Augusta Contract Administrator that all of the vehicles necessary to provide collection services have been registered, licensed, tagged, and equipped, and are ready to perform in compliance with the requirements of this Contract.
- By January 18, 2013 Contractor shall provide Augusta Contract Administrator with a vehicle and equipment list, which shall identify the make, type, year, license number, and identification number for each Collection vehicle.
- By January 25, 2013, Contractor shall ensure that all collection vehicles have been properly permitted, inspected, and have an established tare weight with the Designated Disposal Facility.
- By January 25, 2013 Contractor shall confirm in writing to Augusta Contract Administrator that: (a) Contractor has hired and trained all of the employees needed to provide Collection Service in compliance with the requirements in this Contract; (b) all of the Contractor's drivers have inspected their collection routes and confirmed their ability to complete their routes on the scheduled collection work day; (c) drivers have been made aware of all Carry-Out Collection locations; (d) provide a certification that all employees working under this contract have passed the Contractors background check; (e) provide a certification that all employees working under this contract have passed a pre-employment drug test; and (f) provide a certification that all employees working under this contract have agreed to abide the operating rules of the Designated Disposal Facility and Designated Recycling Facility.

2.3.1 CNG Station Implementation Planning

At a minimum, the Contractor must address the following specific performance requirements in the Implementation Plan and accomplish them according to the following deadlines. Dates may be modified by mutual agreement.

- Within one week of Contract award, Contractor shall meet with Augusta to discuss the implementation of the CNG stations.
- By June 29, 2012, Contractors and Augusta shall meet and discuss locations as well as site design, specifications and the companies who will construct the stations.
- By July 20, 2012, Contractors shall finalize design of the station and an Agreement shall be entered into with a development partner.
- By August 13, 2012, Construction commencement.
- By January 18, 2013, Construction completion and facility operational.”
- By April 1, 2013, title of said property, equipment and the station shall be turned over to Augusta.

2.4 Transition upon Expiration of this Contract

2.4.1 Continuation of Contractor’s Service

If Augusta does not exercise its right to renew this Contract or if there are no renewal options remaining, Augusta will attempt to award a new agreement at least six (6) months prior to the expiration of this Contract. In the event a new agreement has not been awarded within such time frame, Contractor shall provide Collection Services to Augusta on a month-to-month basis after the expiration of this Contract, at the then established rates, if Augusta requests this service with at least thirty (30) days notice to the Contractor.

2.4.2 Schedule for Termination of Contractor’s Service

Prior to the termination of this Contract, Contractor shall work with Augusta to ensure that there is no interruption or reduction of service when the Contractor ends its services to Augusta. If a new contract is awarded to a hauler other than the Contractor, the Contractor shall coordinate and cooperate with the newly selected hauler, as well as Augusta, to minimize any disruptions in the service provided to the public.

SECTION 3 - GENERAL COLLECTION REQUIREMENTS

3.1 Scope of Service

Commencing on the Starting Date, the Contractor shall collect and transfer, in a workmanlike manner, according to the Collection Service Frequency in Section 3.5; the following:

3.1.1 Residential Garbage

Residential Garbage and Recyclables in Augusta-provided Roll-Out Carts placed at curbside, Yard Waste placed at curbside, and Bulky Waste placed at curbside at each Residential Unit.

3.1.2 Designated Non-Residential Location

Residential Garbage and Recyclables in Augusta-provided Roll-Out Carts placed at curbside, at each Designated Non-Residential Location.

3.1.3 Unoccupied Locations

Yard Waste placed at curbside, and Bulky Waste placed at curbside at each Unoccupied Location.

3.1.4 Roll-out Carts

Approved Roll-Out Carts have been or shall be provided by Augusta to each Residential Unit and Designated Non-Residential Location. Additionally, the Contractor shall provide Carry-Out Collection for those residents qualifying for this special service and all Courtesy Collections when requested by Augusta. The Contractor shall furnish all labor, equipment materials, tools, storage, insurance, supervision, and all other items incidental thereto and to perform all work necessary and specified in the prescribed manner and time, to provide Collection Services, in the Designated Collection Area, as described herein.

a. Residential and Designated Non-Residential Location Roll-Out Carts – Garbage:

Each Residential Unit and Designated Non-Residential Locations is initially authorized one (1) gray topped Roll-Out Cart with an Augusta, Georgia logo, should the volume needs for Residential Garbage increase for a specific Residential Unit or Designated Non-Residential Locations, Augusta may authorize additional Roll-Out Cart(s) for that location. Augusta will then pay for the additional Roll-Out Cart(s) at the rates specified. Multiple Augusta, Georgia Roll-Out Carts beyond those authorized at each location, personal carts or cans, and Roll-Out Carts from other hauling services containing Residential Garbage shall not be emptied, and the Contractor shall report these unauthorized carts immediately to Augusta for investigation.

b. Residential and Designated Non-Residential Location Roll-Out Carts – Recyclables:

Each Residential Unit and Designated Non-Residential Locations are authorized one (1) blue topped Roll-Out Cart with an Augusta, Georgia logo, should the volume needs for Recyclables increase for a specific location, Augusta may authorize additional Roll-Out Cart(s).

3.1.5 Extra Residential Garbage Collection

Residential Garbage placed outside the Roll-Out Cart on a regular basis shall not be collected, and the Contractor shall report the address to Augusta for investigation. A maximum of five (5) bags of Residential Garbage placed outside the Roll-Out Cart no more than once per quarter will be allowed to accommodate special occasions, but the Contractor shall report the address for entry into the Insight Work Order System for monitoring purposes. ***Residential Garbage shall not be collected as Bulky Waste except as otherwise allowed by the Agreement.***

3.1.6 Bulky Waste Collection

The Contractor shall collect Category One (1) Bulky Waste once per week from Residential Units and Unoccupied Locations. Contractor shall strictly follow established process as written herein or as later modified in writing. Bulky Waste is divided into two distinct categories as described below:

- a. Category One (1): Bulky piles less than 10 cubic yards that do not require scheduling, qualify for curb-side collection, and are collected by the Contractor as part of the residential route collection process; and
- b. Category Two (2): Bulk Waste piles 10 cubic yards or greater that do not qualify for curbside collection, must be placed for Augusta grapple truck collection. When the Contractor encounters a Bulk Waste pile 10 cubic yards or greater the Contractor shall NOT collect any portion of this Bulk Waste pile and report the location immediately to Augusta for investigation.
- c. Reporting of Category Two bulky waste shall be either through an automated on-board software solution or via email from the Contractor.

3.1.7 Yard Waste Collection

The Contractor shall collect Category One (1) Yard Waste from Residential Units and Unoccupied Locations according to Section 3.5. Yard Waste shall be placed in Kraft paper bags, in Customer provided cans, clearly identifiable as Yard Waste, or in piles. Contractor shall strictly follow established process as written herein or as modified later in writing. Yard Waste is divided into two distinct categories as described below:

- a. Category One (1): Yard Waste Piles less than 10 cubic yards that do not require scheduling, qualify for curb-side collection, and are collected by the contractor as part of the residential route collection process, provided that any material shall be no longer than 5 feet in length and be reasonably accessible by manpower. Christmas trees will be eligible for collection as Yard Waste and are not required to meet the stated standards, so long as lights and decorations have been removed; and
- b. Category Two (2): Yard Waste piles 10 cubic yards or greater that do not qualify for curbside collection must be placed for Augusta grapple truck collection. When the Contractor encounters a Yard Waste pile 10 cubic yards or greater Contractor shall NOT collect any portion of this Yard Waste pile and report the location immediately to Augusta for investigation.
- c. Reporting of Category Two yard waste shall be either through an automated on-board software solution or via email from the Contractor.

3.1.8 Residential Recyclables Collection

The Contractor shall collect Recyclables from Residential Units, and Designated Non-Residential Locations. Operation and expansion of the residential recycling program is a high priority for Augusta.

- a. The Contractor shall provide an incentive based recycling program offered by Recycling Perks. The Recycling Perks scope of services is listed as Appendix D and shall be considered a material requirement of this Contract.
- b. The Contractor shall exercise due care not to contaminate the Recyclables.
- c. The Contractor shall ensure that its provision of the services does not in any manner contribute to contamination levels and shall adhere to the collection vehicle cleaning requirements described herein.

3.1.9 Roll-Out Cart and Recyclable Cart Placement

Contractor shall return Roll-Out Carts and Recyclable Carts to their original position, as provided by Section 5.4; taking care not to block access to driveways or mailboxes after it has been emptied. Contractor shall reasonably attempt to close Roll-Out Cart and Recyclable Cart lids.

3.2 Designated Collection Area

Augusta hereby gives, grants, and awards to the Contractor the exclusive right to pickup, collect, and transport for disposal or processing Residential Garbage, Recyclables, Yard Waste and Bulky Waste from all Residential Unit, Designated Non-Residential Location and Unoccupied Location collection points within the Designated Collection Area, as described herein. For this Agreement, Advanced Disposal Services Augusta, LLC, shall provide service to Designated Collection Area 1 (DCA 1) and Inland Services Corporation shall provide service to Designated Collection Areas 2 and 3 (DCA 2 and DCA 3). A map of the Designated Collection Areas is presented in Appendix A.

3.3 Monthly Performance Summary

A monthly performance summary form ("Monthly Performance Summary") has been established to assist Augusta in evaluating Contractor performance under this Agreement. The Monthly Performance Summary consists of the following two elements, which are further described in Appendix B:

3.3.1 The Monthly Performance Summary

The Summary will include a listing of key performance measures profiling the Contractor's service level. These measures may be reviewed with the Contractor throughout the month in an effort to identify potential service issues and to work proactively toward a resolution of any deficiencies.

3.3.2 Annual Customer Satisfaction Survey

An annual customer satisfaction survey that will be administered by a professional survey company selected by Augusta and paid for by the Contractor. This survey will target areas where service problems or poor participation are observed.

Augusta will evaluate the results of the survey in conjunction with the profile of the key performance measures to determine the overall performance of the Contractor. Augusta will review the results of the Monthly Performance Summary with the Contractor on at least a quarterly basis and the Contractor agrees to implement measures as necessary to improve areas identified as requiring improvement. The Contractor recognizes that these results will be compiled by Augusta and may be presented internally or publically.

Contractor acknowledges that its performance relative to the Monthly Performance Summary shall not be construed to mean that the Contractor is meeting its performance obligations as required by this Agreement. Should the Contractor not comply with any other material provision of this Agreement, Augusta may declare the Contractor in default notwithstanding its performance levels relative to the Monthly Performance Summary.

3.4 Materials to be Collected

The Contractor shall provide alley collection and curbside collection of Residential Garbage, Yard Waste, Recyclables and Bulky Waste placed for collection in accordance with the Collection Schedule in the Designated Collection Area, and as further described in this document.

3.4.1 Mixing

The Contractor shall not mix Garbage and Bulky Waste with any Yard Waste or Recyclables. Further, the Contractor shall not mix any Yard Waste and Recyclables. The Contractor shall not collect material in the same truckload from both Recyclables Carts and Roll-Out Carts, unless Augusta has identified the Recyclables Carts as containing an excess of non-recyclable material.

3.4.2 Damages

If the Contractor's equipment operator collects one or more commodities in the same truckload without permission, or as otherwise allowed by this Agreement, from Augusta, the Contractor shall be assessed Damages in the amount of one thousand dollars (\$1,000) per incident and Augusta may declare it an event of default.

3.5 Collection Service Frequency

The Contractor shall collect Residential Garbage, Recyclables in Augusta-provided Roll-Out Carts placed at curbside, Yard Waste placed at curbside, and Bulky Waste placed at curbside at each Residential Unit and Designated Non-Residential Location. Yard Waste placed at curbside, and Bulky Waste placed at

curbside at each Unoccupied Location shall also be collected. Each Customer's Residential Garbage, Recyclables, Yard Waste and Bulky Waste must be collected on the same day of the week (i.e., the collection of Residential Garbage, Recyclables, Yard Waste and Bulky Waste for a single Customer shall be coordinated so that the designated collection day of each type of material occurs on the same day of the week at the Customer's collection point). The Customers' collection day shall be in accordance with the approved Collection Schedule. Augusta expects Roll-Out Carts, Recyclables Carts, Yard Waste and Bulky Waste to be placed at curbside by 7:00 a.m. on the designated collection day. Table 1, below, describes the service frequencies.

Table 1: Service Levels

Service Levels		
Residential Unit	Designated Non-Residential Location	Unoccupied Location
Garbage - Once per week	Garbage - Once per week	Yard Waste - Once per week
Recyclables - Once per week	Recyclables - Once per week	Bulky Waste - Once per week
Yard Waste - Once per week		
Bulky Waste - Once per week		

3.6 Collection Days

Routes for Residential Garbage, Recyclables, Yard Waste and Bulky Waste must be spread out evenly over five (5) collection days, Monday through Friday. For each Residential Unit, Designated Non-Residential Location, and Unoccupied Location, all services will be performed on the same day as Residential Garbage.

3.7 Hours of Collection

No Residential Garbage, Recyclables, Yard Waste or Bulky Waste collection shall commence prior to 7:00 a.m., and the Contractor must request permission to continue collection after 8:00 p.m.

3.8 Holiday Collection

The Contractor shall provide Collection Services on all legal holidays except New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas. Collection services shall be delayed one (1) day for each observed holiday. For example, if Friday is a holiday then collections normally scheduled on Friday will be collected on Saturday.

3.8.1 Extra Holiday Collections

Contractor shall provide adequate resources to collect the increased holiday waste loads during the five (5) work day(s) following the holiday, as listed in Section 3.8. Extra bags of Refuse and Residential Garbage placed outside the Roll-Out Carts shall be collected, and may be collected as Bulky Waste.

3.9 Extra Masters Collections

Contractor shall provide adequate resources to collect the increased waste loads during the week prior to, the week of, and the week after the Masters Golf Tournament. Extra bags of Refuse and Residential Garbage placed outside the Roll-Out Carts during that period shall be collected, and may be collected as Bulky Waste.

3.10 Dead Animals

Augusta personnel will pick up Dead Animals within Augusta limits. Augusta reserves the right to transfer these Dead Animals to any of the Contractor's solid waste trucks operating in the vicinity when Dead Animals are collected by Augusta crews. Contractor's Supervisor shall provide immediate direction and/or location of nearest Contractor solid waste collection truck upon request. Dead Animals shall not be placed in a Collection Vehicle collecting Yard Waste or Recyclables.

3.11 Requests for Service

Once any route has been completed, or is scheduled to have been completed, any Customer missed will be designated as a Request for Service, regardless of the time of day.

3.11.1 Communication of Requests for Service and Completion

- a. Upon the receipt of a Request for Service, Augusta will notify the Contractor immediately, through the issuance of a Request for Service, with the date and address where the Request for Service occurred.
- b. If Augusta sends a Request for Service, or provides verbal notification of a Request for Service to the Contractor between the hours of 7:00 a.m. to 5:30 p.m. on any given collection day, the Contractor shall provide collection by 8 p.m. on the same day. The Contractor shall collect any Request for Service received after 5:30 p.m. by noon of the following scheduled collection day. Once Augusta has sent a Request for Service, it shall be considered received by the Contractor, in accordance with Section 10.1.
- c. When Contractor's equipment operators are collecting material based on Requests for Service, they shall be responsible for checking other Residential Units, Designated Carry-out Collection Locations, Designated Non-Residential Locations and Unoccupied Locations in the same vicinity for other possible misses in order to prevent additional calls from other Customers reporting collection misses.
- d. Requests for Service and other emergency calls received by Augusta on non-collection days and evenings will be conveyed to the Contractor's representative, as designated in Section 10.1. The Contractor shall respond to such requests in the same timeframe and manner as

specified in Section 3.11 for Requests for Service, or as specified in other sections of this Agreement for other requests.

- e. The Contractor shall collect solid waste based on Requests for Service and shall transport the materials to the appropriate and approved Designated Disposal Facility or Designated Recycling Facility, as appropriate, during normal business hours.
- f. The Contractor shall notify Augusta, through its response to the Request for Service, of the date and time that collection was completed.

3.11.2 Route Status

Communication from the Contractor on the status of each day's route completion is vital so that Augusta can adequately respond to Customer complaints as they are received. If the Contractor does not keep Augusta so informed, any reported or discovered collection misses for routes, which should have been completed for that collection day, will be designated as Valid Collection Misses. Therefore, the Contractor shall notify Augusta immediately of the following:

- a. The status of Contractor collection service.
- b. Unresolved Requests for Service from the previous day and plans to resolve these outstanding requests.
- c. Any changes or delays in route completion.
- d. Any open routes not covered in the morning.
- e. Equipment breakdowns.
- f. Any other event, which could affect the normal time of completion of any route.

3.11.3 Missed Collections

Augusta employees will investigate Request for Service(s), and classify it as a "Valid Miss" if, in their opinion, the reported miss is due to Contractor negligence or omission. Otherwise, it will remain classified as a Request for Service.

The Contractor is responsible for avoiding Repeat Collection Misses.

Requests for Service result in additional work for Augusta, requiring customer service staff to handle customer service requests, and field and office staff to provide follow-up to ensure completion. Therefore, the Contractor shall use its best efforts to minimize the number of Missed Collections.

3.11.4 Damages

If the Contractor fails to provide collection of a Request for Service by the times specified in Section 3.11, the Contractor shall pay Augusta Damages in the following amounts:

- a. One hundred dollars (\$100) for each violation of Section 3.11.1.b during any one (1) calendar month;
- b. The Contractor shall also pay Augusta additional Damages of five thousand dollars (\$5,000) per month for any month in which there are two hundred (200) or more violations of Section 3.11.1.b
- c. The Contractor shall remain responsible for providing collection. However, if the Contractor fails to pick up the Request for Service by the times specified in Section 3.11.1.b Augusta may elect to provide the service and charge the Contractor Damages in

the amount of \$500 per missed collection to cover crew mobilization, collection, transport for disposal, and staff costs. The intent is to ensure that quality customer service is provided to each Customer.

d. Repeat Collection Miss: Should Contractor fail to provide immediate collection of a Repeat Collection Miss, Augusta may, in its sole discretion, provide the collection service and charge the Contractor Damages of \$500 for each collection point serviced by Augusta. The Contractor shall also pay Augusta Damages as follows for Repeat Collection Misses:

(i) Five hundred dollars (\$500.00) for the second and third Collection Miss of any one (1) Residential Unit, Designated Non-Residential Location, or Unoccupied Locations location during any thirty (30) day period.

(ii) One thousand dollars (\$1,000.00) for each Collection Miss for four or more Collection Misses of any one (1) Residential Unit, Designated Non-Residential Location, or Unoccupied Locations location during any ninety-(90) day period.

e. Route Changes: When approved route changes are implemented, the Contractor will be given a four week grace period beginning with the Contractor's first collection day under the approved transition schedule during which misses will be noted but no Damages will be assessed. The grace period is intended solely for one (1) to five (5) Residential Units, Designated Non-Residential Locations, and Unoccupied Locations missed on any one (1) route due to driver unfamiliarity with new routes, therefore any misses of six (6) or more Residential Units, Designated Non-Residential Locations, and Unoccupied Locations on any one (1) route will not be covered by the grace period. Any such misses shall be designated as Valid Misses and shall be subject to Damages. The Contractor shall use its best efforts to limit the number of collection misses, and shall remain responsible for the timely collection of any collection misses during the grace period.

f. Area Misses: The Contractor shall respond to Area Misses in the same timeframe and manner as specified above. The Contractor shall pay Augusta Damages in the amount of:

(i) Two thousand dollars (\$2,000) for the first one hundred (100) Residential Units, Designated Non-Residential Locations and Unoccupied Locations missed, and

(ii) Twenty dollars (\$20) for each Residential Unit, Designated Non-Residential Location or Unoccupied Location missed over the first one hundred (100) Residential Units, Designated Non-Residential Locations and Unoccupied Locations.

(iii) In addition, if the Contractor fails to provide collection by the times specified in Section 3.11.1 (b), Augusta may elect to provide the service and charge the Contractor Augusta's fee for such service as specified in Section 3.11.4 (c).

3.11.5 Courtesy Collections

The Contractor shall be responsible for providing Courtesy Collections, upon request by Augusta. Contractor shall limit Courtesy Collections to a number not to exceed the number of Residential

Units times 0.15% percent in any calendar week. This service consists of collections of Residential Garbage, Recyclables, Yard Waste and Bulky Waste from specific Residential Units, Designated Non-Residential Locations and Unoccupied Locations.

The Contractor shall respond to Courtesy Collection requests from Augusta in the same timeframe and manner as specified in Section 3.11.1.b. Augusta shall designate Courtesy Collection requests that are not collected in the specified timeframe to be a Valid Miss, which shall be subject to the Damages specified in Section 3.11.4

3.11.6 Review of Damages Assessed

If Augusta assesses damages that the Contractor believes are not justified by the facts, the Contractor will provide its evidence and schedule a meeting with the Contract Administrator to review. If the matter is not resolved at the review meeting the Contractor may ask the Contract Administrator (or his designee) in writing to review the record and make a determination as to the amount of damages assessed. The Contract Administrator's review shall be made and a written answer provided to the Contractor no later than ten (10) Augusta working days following the receipt of the request for review by the Contract Administrator. Upon receipt of any decision finding liability following the review, the amount of the damages for which liability is found may be withheld by Augusta from the next payment due to Contractor without such withholding being considered a breach of this Agreement.

3.12 Designated Non-Residential Location Collection

The Contractor shall provide collection service to Designated Non-Residential Locations identified and designated by Augusta, which may include facilities such as fire stations, schools, churches, non-profit agencies, businesses, and public buildings. Each Designated Non-Residential Location shall be counted as one stop. Payment for collection at Designated Non-Residential Locations will be based on the actual number of Roll-Out Carts at each location. Each Designated Non-Residential Location is required to be served by a Grey, Augusta, Georgia Roll-Out Cart. Any Roll-Out Carts without the Augusta, Georgia hot-stamp on the cart shall not be emptied, but shall be reported immediately to Augusta for investigation.

3.13 Unoccupied Location Collection

The Contractor shall provide collection service to Unoccupied Locations identified and designated by Augusta. Each Unoccupied Location shall be counted as one stop, and therefore the Contractor shall be paid for one stop for each Yard Waste pick up and each Bulky Waste pickup. Unoccupied Locations will not be issued Roll-Out carts, and any Roll-Out carts at these locations shall not be emptied but shall be reported to Augusta for investigation.

3.14 Carry-Out Collection

The Contractor shall provide Carry-Out Collection for those individuals who are unable to place their solid waste for collection in the usual manner due to severe physical disability. The Contractor shall not receive special payment for this service.

Augusta will investigate new requests for Carry-Out Collection. If approved, Augusta will notify the Contractor to start the service on the next regularly scheduled collection day.

At its discretion, Augusta will re-confirm the need for Carry-Out Collection. However, if the Contractor has reason to believe that Carry-Out Collection is no longer required at any Residential Unit, the Contractor shall notify Augusta. Augusta will investigate and confirm the need for Carry-Out Collection and notify the Contractor of the result of the investigation and whether the service is to be continued or discontinued.

3.15 Service Verification and Documentation

The Contractor shall purchase, install, and utilize on-board technologies on each of the collection vehicles and supervisor vehicles. This technology will be used to perform a variety of tasks which will provide necessary data and service validation both for Augusta and for our customers. All data should be available to Augusta on a real-time basis. This technology shall, at a minimum:

3.15.1 Fully Automated Service Verification

The RFID technology shall be capable of reading Augusta's RFID tags in each Roll-Out Cart and shall verify the accuracy of containers being serviced, including positively identifying which Customers were not serviced and why; identify which containers were not out for collection; and which customers had extra materials for collection. It should also identify containers that have been moved, stolen, or relocated. All such actions should be captured by photograph attached to the customer and/or container.

3.15.2 Provide Detailed Route Sheets

Driving directions to the next stop based on the route sheets, also allow the driver to choose the next stop manually when running the route out of sequence. When this occurs, the system shall recalculate the route.

3.15.3 On-Board Scale Technology

Automatically record lift events and lift weights for Roll-Out carts and Recyclables Roll-Out carts for each Customer.

3.15.4 Roll-Out Carts

Capable of automating the delivery, damage, exchanges, returns, and removals of Roll-Out Carts for each Customer. This will be performed by Augusta, but the software should be capable of supporting cart data.

3.15.5 Hand-Held Devices

A hand-held device which integrates with the on-board computer that will allow the driver and/or supervisor to collect information while outside of the vehicle. The hand-held device shall have at least signature verification and RFID reader capabilities.

3.15.6 Global Positioning System

All data gathering and tracking shall be geo-coded and provide real-time vehicle location (within 2 minutes), route driven, and stops made.

3.15.7 Messaging

Wireless communication to each vehicle while in the yard, en-route, or at the Designated Disposal facility, and real-time messaging between the driver and the back-office software.

3.15.8 Reporting

A report center that allows the logging of time for breaks, customer stops, refueling, landfill, and others. This should also provide the recording of detailed events during accident situations, and the exact route each vehicle took any day. Reports should be customizable.

SECTION 4 - ROUTING AND COLLECTION SCHEDULES

4.1 Route Maps

The Contractor shall annually review the existing collection maps and evaluate workloads and service areas for effectiveness and efficiency in light of changed population density and/or distribution. Augusta will review the Contractor's route maps to ensure that all areas to be collected are included, and that routing does not result in dangerous collection practices.

4.1.1 Route Details

Each set of detailed route maps must show, for each collection day, the areas to be collected, the starting point for collection, and the exact direction and sequence of travel of the streets and alleys for each route to be collected. The Contractor shall use its best efforts to minimize the number of Residential Units, Designated Non-Residential Locations and Unoccupied Locations that are affected by collection day changes as a result of its initial routing plans.

The Contractor is responsible for ensuring that all routes are accurately populated in the on-board vehicle technology.

4.1.2 Route Summary Information

The Contractor shall include a summary of the route maps, indicating the number of Residential Units, Designated Non-Residential Locations and Unoccupied Locations to be collected each collection day, and the number of Residential Units, Designated Non-Residential Locations and Unoccupied Locations per route, for Residential Garbage, Recyclables, Yard Waste and Bulky Waste collection. The summary shall also show the number of Residential Units, Designated Non-Residential Locations and Unoccupied Locations, which would be affected by any changes in their current collection days, and an explanation of those changes.

4.1.3 Route Boundaries

Routes shall be bounded by natural boundaries, such as bodies of water, major highways or arterials. Any boundaries that are on secondary or residential roads shall be divided on the back of property lines to ensure both sides of the street are collected on the same day and route.

4.1.4 Route Map Format

Route maps shall be submitted in reproducible, approved GIS format. All street names must be legible. The Contractor may request current street maps showing parcel information from Augusta's GIS manager. Once a format is agreed upon, all future route maps shall be prepared using the same format.

4.2 Routing and Collection Day Changes

When adjustments are warranted, the Contractor shall submit detailed route maps, one (1) set each for Residential Garbage, Recyclables, Yard Waste and Bulky Waste collection, to Augusta for Augusta's review. Any routing change, which results in a change of collection days for any Residential Units, Designated Non-Residential Locations and Unoccupied Locations, requires compliance with the notification process described in Section 4.3. Augusta may require the Contractor to phase in collection day changes and any changes affecting more than five (5) routes.

4.2.1 Route Change Requests

In the event collection days or routes become unbalanced due to population changes or other reason, Augusta may allow the Contractor to make revisions to its initial approved route maps. The Contractor shall submit any requests for changes in routing or collection schedules to Augusta for Augusta's review and approval as follows:

- a. Not less than six (6) weeks prior to the week proposed for a routing change for five (5) routes or less to become effective. Augusta will approve or disapprove the request within three (3) week of receipt.
- b. Not less than twelve (12) weeks prior to the week proposed for a routing change for more than five (5) routes or a collection day change to become effective. Augusta will approve or disapprove the request within six (6) weeks of receipt.

4.2.2 Route Change Documentation

All such changed routes must be documented in the same detail as the original route maps supplied by the Contractor, as described in Section 4.1, and must include the reasons for the requested change and the number of Residential Units, Designated Non-Residential Locations and Unoccupied Locations affected in each route. Changes shall involve easily identifiable route and area boundaries for ease in communicating the change to Customers.

4.2.3 Route Change Justification

The Contractor shall not request any routing or collection day changes without a valid reason because of the resulting confusion to Customers and increases in the number of customer service calls which must be handled by Augusta staff. In addition to the Courtesy Collections provided by the Contractor in accordance with Section 3.11.5, the Contractor shall provide Courtesy Collection to any Residential Units, Designated Non-Residential Locations and Unoccupied Locations affected by a routing or collection day change, upon request from Augusta, for a two-week period following implementation of the change.

4.3 Collection Day Change Notification Process

The Contractor shall be responsible for the full cost and provision of notification to all Residential Units, Designated Non-Residential Locations and Unoccupied Locations affected by any change in routes or collection schedules, which has been approved by Augusta, which alters the day of collection. The Contractor shall submit a notification plan for Augusta's review and approval, at the time of submittal of any request for collection day changes. The notification plan shall outline the process recommended by the Contractor.

Notification must be received by each affected Residential Unit, Designated Non-Residential Location or Unoccupied Location not less than one (1) week or more than two (2) weeks prior to the starting date of such change. Notice shall be made in writing to each individual Customer. Such notice shall include the reason for the change and a Augusta telephone number and e-mail address to contact if further information is desired. The method of notification may be a letter sent through the U.S. Postal Service to every affected Customer of record, or the same letter or a door hanger hand-delivered door-to-door (either handed to the Customer or left at each service address). Notification to Unoccupied Locations shall be a letter sent through the U.S. Postal Service. Notification by notice attached to Roll-Out Carts is not permitted. The method and date of notification and the proposed content of the notice letter or door hanger must be reviewed and approved by Augusta. Augusta may conduct random inspections to ensure notification procedures are being followed.

The Contractor is also responsible for ensuring that its equipment operators are fully informed of any approved change, and that the change is accomplished with a minimum of disruption to Customers and daily operations.

4.4 Route Order

The Contractor shall always collect each route in the order approved by Augusta. Route maps are used by Augusta to document and monitor areas to be collected in order to provide good customer service to the

public and to respond to Customer complaints and reported collection misses. Should there be an equipment failure reported to Augusta, the Contractor may request authorization from Augusta for a temporary route change.

4.4.1 Damages

Should the Contractor collect Residential Garbage, Recyclables, Yard Waste and Bulky Waste in any other order without obtaining approval of Augusta in accordance with Section 4.4 and 4.2, and without providing notification to affected residents before the change, the Contractor shall pay Augusta Damages of five hundred dollars (\$500) per route for each daily occurrence.

4.4.2 Route Audits

Augusta shall have the right to be a passenger in the collection vehicles for the purposes of auditing routes and services. Augusta shall request such activity at least 48-hours in advance.

4.5 Collection Impediments

A number of collection impediments may require special effort by the Contractor to provide collection service. Collection impediments of any type, in any portion of the Service Area including streets and alleys, shall not result in disruption of collection service. When conditions require special efforts to complete collection service, the Contractor shall make these additional efforts at no additional cost to Augusta.

4.5.1 Adverse Weather

If the impassability of the street or alley due to extreme weather conditions is anticipated to last for only one or two scheduled collection days, Augusta may elect to delay collection services until conditions improve. When this occurs, the Contractor shall resume collection services on the next scheduled collection day.

4.5.2 Infrastructure Construction

Periodically major renovation is necessary to maintain the infrastructure of Augusta. This renovation includes such activities as replacing gas, water, and sewer lines, surfacing or resurfacing streets, and replacing wiring for telephone, electricity, or cable television. If the Contract Administrator is notified in advance of these activities, the Department will notify the Contractor. However, it is not uncommon for work to be initiated without prior notification. Alternate collection service must be provided during this period of disruption. Each circumstance must be evaluated individually to determine the appropriate alternative. The Contractor shall notify Augusta of the nature of the disruption, its location, and the Contractor's recommended alternative to provide service. Augusta will either approve the alternative method or require the Contractor to use a different collection method.

4.5.3 Materials Blocking the Street or Alley

When materials of any kind are placed in the street or alley in such a way that the collection vehicle cannot proceed down the street or alley, the Contractor shall immediately notify Augusta. Augusta will attempt to locate the individual responsible for the material and have them remove it. However, if the responsible party cannot be located immediately and Augusta determines that the amount of material is too large for the Contractor to move or to collect, Augusta will remove the material blocking the street or alley and the Contractor shall provide collection service as scheduled at no extra charge to Augusta. If Augusta determines that the Contractor should collect

the material, the Contractor shall remove the material and provide collection service as scheduled at no extra charge to Augusta.

4.5.4 Illegally Parked Vehicles

If an illegally parked vehicle blocks a street or alley, the Contractor must inform Augusta of the situation and request removal of the vehicle. Removal of the vehicle usually occurs in a matter of hours, thus collection must be provided on the scheduled day. If the vehicle is not removed by the end of the collection day and there is no other access to the Roll-Out Carts, the Contractor shall, upon notification to and approval by Augusta, provide collection at start of shift on the following day. The Contractor is responsible for follow-up with Augusta until the vehicle is removed and shall inform Augusta when the vehicle is removed.

SECTION 5 - ROLL-OUT CARTS AND RECYCLABLES CARTS

5.1 Provision & Maintenance of Roll-Out and Recyclables Carts

Except as otherwise provided for in this Agreement, Augusta will be responsible for providing and delivering Roll-Out and Recyclables Carts to Customers, and delivering replacement Roll-Out and Recyclables Carts for those which are lost, stolen, damaged or worn beyond their useful life. Augusta will also be responsible to repair or replace all Roll-Out and Recyclables Carts as needed.

5.2 Roll-Out and Recyclables Cart Size & Types

Roll-Out and Recyclables Carts provided to Customers by Augusta include 35-gallon, 64-gallon and 95-gallon nominal capacity carts. Augusta may distribute Roll-Out and Recyclables Carts of other sizes; however, all such Roll-Out and Recyclables Carts will be compatible with the approved collection equipment. The number of Roll-Out and Recyclables Carts distributed will be at the sole discretion of Augusta.

5.3 Roll-Out and Recyclables Cart Loss & Damage

The Contractor shall exercise all reasonable care and diligence to ensure that Roll-Out and Recyclables Carts are not damaged by its collection vehicles while providing collection service.

When Contractor's equipment operators observe any damaged Roll-Out Cart or Recyclables Cart, the Contractor shall report the address and description of the damaged Roll-Out Cart or Recyclables Cart to Augusta through the onboard computer. If, in Augusta's judgment following inspection, the Contractor is responsible for damaging a Roll-Out Cart or Recyclables Cart, the Contractor shall pay Augusta's fee to cover the costs to repair or replace the damaged Roll-Out Cart or Recyclables Cart. Augusta will adjust the payment of the Contractor's next monthly invoice in an amount equal to the cost of these repairs or replacements.

From the Start Date, the Contractor will be given a waiver on Roll-Out Cart and Recyclables Cart damages for a period of ninety (90) days. This time shall be used by the Contractor to identify any current damages to Roll-Out and Recyclables Carts and afford Augusta time to make such repairs or replacements.

5.4 Roll-Out and Recyclables Cart Placement

Contractor shall return Roll-Out and Recyclables Carts to their original location, or to a safe location, taking special care not to create a hazard to the traveling public, not to block access to driveways or mailboxes. The Roll-Out and Recyclables Carts shall be located a safe distance from either side of the driveway to assure Customers are not impeded in entering their driveway. Roll-Out Carts and Recycling

Carts shall not be left in the gutter line of the street, but shall be placed behind the curb where curb and gutter exist and off the road, on public right-of-way when no curb and gutter exist. When the Contractor shall fail to meet these performance standards, the Contractor shall pay Augusta damages described herein.

5.4.1 Due Care

The Contractor shall exercise all reasonable care and diligence to ensure that Roll-Out and Recyclables Carts are not damaged by its collection vehicles while providing collection service.

5.4.2 Damages by Collection Vehicles, Actions, or Neglect

The Contractor shall be responsible for any damage to or loss of Roll-Out or Recyclables Carts resulting from misplacement (if hit by vehicle because they are placed too near to the travel lane), mishandled (damaged by or falls into the Contractor's collection truck), abuse (slinging or throwing) or crushed (either by the packing blade or automated arm). The Contractor shall immediately notify Augusta of any damaged Roll-Out or Recyclables Carts caused by Contractor's collection vehicles, action or neglect.

- a. One hundred dollars (\$100) for each offense starting at the eleventh (11) violation of Sections 5.4, 5.4.1, and 5.4.2 during any one (1) calendar month;
- b. An additional five thousand dollars (\$5,000) for each month in which there are two hundred (200) or more violations of Sections 5.4, 5.4.1, and 5.4.2 in any one (1) calendar month.

5.4.3 Damages - Wheels

The Contractor shall be responsible for any damage to or loss of Roll-Out or Recyclables Carts wheels. If, in Augusta's judgment, following inspection, the Contractor is responsible for damaging a Roll-Out Cart or Recyclables Cart, the Contractor shall pay Augusta's fee to cover the costs to repair or replace the damaged Roll-Out Cart or Recyclables Cart.

- a. Twenty-five (\$25) for each offense starting at the eleventh (11) violation of Sections 5.4.3. during any one (1) calendar month;
- b. An additional five thousand dollars (\$5,000) for each month in which there are two hundred (200) or more violations of Sections 5.4.3 in any one (1) calendar month.

SECTION 6 – EQUIPMENT/FACILITIES

6.1 Collection Vehicles

The Contractor shall provide and maintain during the Contract a fleet of collection vehicles sufficient in number and capacity to perform the services described in this Agreement. All vehicles shall be appropriately licensed with the State of Georgia in Richmond County and comply with all applicable federal, state, and local laws and regulations.

The Contractor shall provide and use only such equipment, material, and facilities as are capable of performing quality and timely services required by this Agreement. The fleet shall be sufficient to handle the special requirements of adverse weather, holiday and Masters overloads. The Contractor's collection vehicles shall be maintained by the Contractor, kept clean, neat, kept in good repair and working order. The Contractor shall furnish, at its sole expense, whatever backup or substitute equipment may be required to continue performance of the services.

6.1.1 Vehicle Specifications

- a. All collection vehicles shall have enclosed bodies.
- b. The Contractor may use new or used equipment so long as the equipment is capable of performing the required services in accordance with this Agreement. Collection equipment utilized in this Agreement shall not be more than three (3) years old at the Starting Date of this Agreement. In no event shall a vehicle operating under this Agreement exceed a maximum age of ten (10) years.
- c. The noise level for collection vehicles during the stationary compaction process shall not exceed seventy-five (75) decibels at a distance of twenty-five (25) feet from the collection vehicle and at an elevation of five (5) feet from the ground elevation of such vehicle.
- d. Prior to the Starting Date and then quarterly thereafter, the Contractor shall supply Augusta with a list of all equipment to be used in providing services and shall notify Augusta of additions or deletions as they occur.
- e. The Contractor shall maintain a dedicated fleet solely for use to provide Augusta, Georgia collection services included in this Contract. With Augusta approval, and at the sole discretion of Augusta, vehicles used in the provision of services under this Agreement may be used for other purposes, provided that the Contractor has made a request in writing, and such request was approved by Augusta in writing. Any such use shall not interfere in any way with the Contractor's provision of services under this Agreement. Augusta reserves its right to revoke such authorization at any time for any reason.
- f. The Contractor shall be responsible for arranging for tare weights with the Designated Disposal Facility and the Designated Recycling Facility for all collection vehicles prior to the Starting Date, and shall periodically, upon request from Augusta, arrange for updating tare weights.
- g. All vehicles collecting Roll-Out or Recyclables Carts shall have cart tippers/dumpers on the collection vehicles which are operational. All such tipper/dumpers shall be designed to empty carts pursuant to ANSI Z245.30-2008 and ANSI Z245.60-2008. Cart tippers/dumpers shall be operated at the original equipment manufacturers specifications. Cart tippers/dumpers which do not meet this requirement shall not be used. Augusta has the right to inspect and test cart tipper/dumpers. Should a cart tipper/dumper not pass inspection, the collection vehicle shall be removed from service until such time as the deficiency has been remedied.

If a cart tipper/dumper is used that does not meet the above specifications, the Contractor risks being responsible for additional damages to Roll-Out Carts and Recyclables Carts to include the cost of repair or replacement under Section 5.4.
- h. All collections vehicles used to perform functions under this Contract shall be equipped with the following in complete and sound working order:
 1. Progressive ambient noise back-up alarm.

2. Back-up camera with monitor visible from any driving position.
 3. A 10 pound fire extinguisher.
 4. A 25 person first aid kit.
 5. Minimum of three safety marking devices (flares, or reflective triangles).
 6. Rear-mounted strobe light(s) activated while collecting materials.
 7. A spill kit with a minimum size of 10 gallons to handle operational spills.
 8. Onboard computer hereinafter defined.
- i. All supervisors vehicles used to perform functions under the Contract shall be equipped with the following in complete and sound working order:
1. A 10 pound fire extinguisher.
 2. A 25 person first aid kit.
 3. Minimum of three safety marking devices (flares, or reflective triangles).
 4. A spill kit with a minimum size of 10 gallons to handle operational spills.
 5. Onboard computer hereinafter defined.
- j. All collection vehicles or personnel must be equipped with a communication device (i.e. cell phone or radio) which allows for immediate communication between the collection vehicle and a supervisor, and/or the Contractor's office.
- k. All vehicles operated under the authority of this Contract shall be driven in compliance with Uniform Rules of the Road and Georgia State traffic laws and, where applicable, Augusta's codes, ordinances, and rules.
- l. The Contractor shall make a reasonable effort to empty each collection vehicle at the end of each day.
- m. The Contractor is responsible for any and all fees associated with disposal permits, inspection fees, IFTA stickers, etc. These permits shall be timely obtained.
- n. Prior to the Starting Date, and annually thereafter, the Contractor shall have a D.O.T. inspection performed on all vehicles operating under this Contract by a competent third party firm to perform such inspections. Copies of said inspection shall be supplied to Augusta within 30 days of the inspection taking place. Should a vehicle not pass inspection, it shall be removed from service until such time as the deficiency has been remedied.
- o. Augusta shall have the right to inspect all vehicles used in performing this Contract. Augusta shall have the right to do random spot inspections as it deems reasonably necessary. Should a vehicle not pass inspection, it shall be removed from service until such time as the deficiency has been remedied.
- p. All vehicles operated under this Agreement, to include collection vehicles and supervisor's vehicles, shall operate solely on Compressed Natural Gas (CNG).
1. Vehicles operating on CNG shall be able to be filled at a minimum flow rate of six (6) diesel gallon equivalents (DGE) per minute.
 2. All vehicles operating on CNG shall be equipped with a 1000 scfm fill port for fast filling and it is recommended that they also have a 5000 scfm fast fill port.
 3. All vehicles shall be equipped with Syntech-Fuelmaster Systems, AIMS II product which will communicate directly with the fueling island.

6.2 Smart Vehicle Onboard Technology

The Contractor shall purchase, install, and utilize on-board technologies on each of the collection vehicles and supervisor vehicles. This technology will be used to perform a variety of tasks which will provide necessary data and service validation both for Augusta and for our customers.

6.2.1 Fully Automated Service Verification

The RFID technology shall be capable of reading Augusta's RFID tags in each Roll-Out Cart and shall verify the accuracy of containers being serviced, including positively identifying which customers were not serviced and why; identify which containers were not out for collection; and which customers had extra materials for collection. It should also identify containers that have been moved, stolen, or relocated. All such actions should be captured by photograph attached to the customer and/or container.

6.2.2 Provide Detailed Route Sheets

Driving directions to the next stop based on the route sheets, also allow the driver to choose the next stop manually when running the route out of sequence. When this occurs, the system shall recalculate the route.

6.2.3 On-Board Scale Technology

Automatically record lift events and lift weights for Roll-Out carts and Recyclables Roll-Out carts for each customer.

6.2.4 Roll-Out Carts

Automate the delivery, damage, exchanges, returns, and removals of Roll-Out Carts for each customer. This function will be performed by Augusta, but the software should be capable of supporting cart data.

6.2.5 Hand-Held Devices

A hand-held device which integrates with the on-board computer that will allow the driver and/or supervisor to collect information while outside of the vehicle. The hand-held device shall have signature verification and RFID reader capabilities.

6.2.6 Global Positioning System

All data gathering and tracking shall be geo-coded and provide real-time vehicle locations (within 2 minutes), route driver, and stops made.

6.2.7 Messaging

Wireless communication to each vehicle while in the yard, en-route, or at the Designated Disposal facility, and real-time messaging between the driver and the back-office software.

6.2.8 Reporting

A report center that allows the logging of time for breaks, customer stops, refueling, landfill, and others. This should also provide the recording of detailed events during accident situations, and the exact route each vehicle took any day. Reports should be customizable.

6.3 Collection Vehicle Cleaning

All collection vehicles must be kept clean, in sanitary condition, and good repair at all times. The Contractor shall ensure that all collection vehicles are washed as required to reduce possible odor, reduce vector problems and provide a positive image.

6.4 Emergency Unloading

While Augusta recognizes that an occasional emergency such as a Hot Load may require unloading a collection vehicle in the field, the Contractor shall recollect this material within two (2) hours of the unloading. The Contractor shall notify Augusta immediately of such an event and shall take whatever measures are necessary to ensure that no fire danger exists. The area must be litter free after the re-collection. The Contractor shall notify Augusta when the material has been collected; at which time Augusta may conduct a follow-up inspection to ensure that the cleanup has been completed to the satisfaction of Augusta.

6.4.1 Damages

If the Contractor fails to collect the load and notify Augusta of such collection within two (2) hours, the Contractor shall pay Augusta in Damages one hundred dollars (\$100) for each two- (2) hour period such load is not collected. If the material is not collected in a timely manner, Augusta may, in addition to assessing Damages for time delays, assess Damages of \$2,000 to collect the load, and will invoice the Contractor the cost to repair any damage to Augusta's streets, sidewalks or other infrastructure as soon as Augusta can assess the costs of such damages to infrastructure. All repairs to Augusta property shall be completed by a licensed professional and in a means and matter approved by Augusta.

Augusta shall not be liable to Contractor for any damage to Contractor's collection vehicles or injury to Contractor's personnel, or any other damage or injury, as a result of a Hot Load.

6.5 Vehicle Leaks & Spills

Minimizing hydraulic fluid, oil leaks and spills on public or private streets and parking lots is a high priority for Augusta, Georgia. The Contractor shall maintain equipment in top mechanical condition, and the operator shall exercise vigilance in observing for leaks and spills that may develop during the collection day and take immediate corrective action to stop the leak or spill and call for cleanup of hydraulic fluid, oil, other vehicle fluids or other leaks or spills present upon the public or private streets or parking lots in accordance to the following standards.

6.5.1 Removal from Service/Spill Cleanup

The Contractor's vehicles shall be repaired or removed from service immediately if any spill or leak is a result of a mechanical problem, or poor seal(s). The Contractor shall be responsible for applying absorbent materials, clean up, and disposal in a manner which complies with all federal, state, and local laws and regulations, of all oil spills, hydraulic fluid or other leaks or spills associated with its provision of services. In the event of a spill or leak, the Contractor shall immediately notify Augusta and shall send a representative to the location of the incident. If the spill or leak is in a street location and/or is a public safety hazard, the Contractor shall also immediately request traffic control and any other required public safety personnel. Augusta and the Contractor will evaluate the spill or leak to determine proper handling. Augusta must approve the Contractor's recommended clean-up plan, which may require steam cleaning. The clean up must commence as soon as possible but no later than two (2) hours following the spill or leak. After application of absorbent materials is complete, the Contractor is responsible for removal of the absorbent material and/or cleaning of the street, if necessary. The Contractor shall notify Augusta when the cleanup is completed so that a follow-up inspection can be conducted to ensure that the cleanup has been completed to the satisfaction of Augusta. Any fluids associated with the spill or the cleanup shall be recovered for proper disposal and shall **NOT** be released into the storm water system.

6.5.2 Damages

In the event the vehicle operator fails to remove the leaking vehicle from service or call for the on-call mechanic to make field repairs, and continues collecting the route spreading puddles of hydraulic fluid, oil, other vehicle fluids or other leaks or spills throughout the road system, the Contractor shall be subject to Damages in the amount of \$3,000, plus the damages described below.

- a. In the event that Contractor does not clean up any spill or leak within the time specified above, the Contractor shall be subject to Damages in the amount of one thousand five hundred dollars (\$1,500) for each such occurrence. The Contractor shall endeavor to prevent such occurrences by whatever means possible.
- b. If the Contractor fails to initiate proactive measures necessary to reduce the frequency and severity of vehicle leaks or spills the Contractor shall, in addition to the Damages described above, be subject to the following Damages:

- (i) One thousand dollars (\$1,000.00) for each leak or spill during any one- (1) month period in which there were three (3) or more leaks or spills;

6.6 Vehicle Identification and Presentation

Each Contractor vehicle will be clearly identified with the Contractor name, a vehicle number, and a local telephone number that can be clearly read from a distance of 100 feet.

6.6.1 Marketing Campaign – Vehicles

The Contractor shall provide trucks that have been wrapped in a marketing campaign that address the following issues. At a minimum, it shall include Augusta phone number and Augusta email and/or web site information. Wraps may need to be replaced from time to time, to ensure that their appearance is acceptable to Augusta.

- a. Recycling awareness and participation
- b. Waste reduction strategies
- c. Eco friendly solutions
- d. Composting
- e. CNG Benefits
- f. Others as approved

6.7 Facilities

The Contractor shall operate a facility within Augusta, Georgia, and will license/tag all vehicles utilized by the Contractor in the performance of this Contract in Augusta.

SECTION 7 - DISPOSAL AND PROCESSING SITES**7.1 Ownership of Solid Waste Materials**

The Contractor shall have ownership of solid waste from the time of collection until the materials are deposited at the Designated Disposal Facility or the Designated Recycling Facility.

7.2 Designated Disposal and Recycling Facilities

The Contractor shall be responsible for abiding by all rules and policies pertaining to the delivery of Residential Garbage, Yard Waste and Bulky Waste as directed by the Designated Disposal Facility, and delivery of Recyclables as directed by the Designated Recycling Facility. A copy of the current policies

and procedures for the Designated Disposal Facility and Designated Recycling Facility will be provided to the Contractor by Augusta, and are subject to modification from time to time.

7.2.1 Designated Disposal Facility

All Residential Garbage, Yard Waste and Bulky Waste shall be delivered to the Deans Bridge Road Landfill, located at 4330 Deans Bridge Road, Blythe, Georgia 30805.

Disposal of Residential Garbage, Yard Waste and Bulky Waste will be provided by Augusta at no charge to the Contractor for all materials delivered to the Designated Disposal Facility.

Mixing of non-contract solid waste is strictly prohibited, and will be considered a breach of contract.

7.2.2 Designated Recycling Facility

All Recyclables shall be delivered to the transfer station located at 3946 Goshen Industrial Blvd, Augusta, Georgia, 30906 or other location as may be determined by Augusta from time to time.

Disposal of Recyclables will be provided by Augusta at no charge to the Contractor for all materials delivered to the Designated Recycling Facility.

7.2.3 Damages

If the Contractor delivers Recyclables to the landfill, Damages in the amount of five hundred dollars (\$500.00) per incident will be assessed.

7.3 Non-Contract Waste

Beginning on the Effective Date, the Contractor servicing Designated Collection Area 1 has the right to bring Augusta non-contract waste collected, or under its control, where economically feasible, in the areas surrounding Richmond County. The Contractor shall pay Augusta the standard volume based disposal rates from 0-5000 tons per month. The Contractor shall pay Augusta \$17.00 dollars per ton on the 5001-10,000 tons per month. After that the standard volume based disposal rates shall apply.

- a. The tons being charged at the reduced rate will factor into the standard volume based rates tonnages.
- b. Augusta shall be entitled to the same CPI Adjustment as afforded the Contractor in Section 12.3. All the same general conditions of adjustment shall apply with the exception that Augusta does not have to provide notice as required under Section 12.3.1 (b).

7.4 Additional Non-Contract Waste

The Contractor, with Augusta's prior approval, may market Augusta's landfill in an effort to generate additional revenues for both the Contractor and Augusta. Negotiated disposal pricing must be approved by the Environmental Services Director and Augusta's Administrator.

SECTION 8 – MEDIA AND CAPITAL COSTS

8.1 Media Design and Distribution

Between the Effective Date and the Start Date, the Contractor shall provide a Media Design and Distribution firm capable of designing, distributing, and producing the following items. The estimated expense per Designated Collection Area awarded is \$75,000.00. The schedule of such services shall be coordinated with Augusta to insure a timely implementation.

8.1.1 Internet Site

This shall include the acquiring and hosting of the domain name “augustasolidwaste.com”. The website shall be interactive and capable of providing fill-able forms, customer service information, and educational items, at a minimum. The content will be coordinated, specified, and approved by Augusta. Said domain name will be transferred to free and clear to Augusta at the termination of this Agreement.

8.1.2 Truck Media

The Media firm will design, produce, and install various vehicle media and wraps as approved by Augusta. The Contractor shall bear all costs for the production and installation of media items on their collection vehicles. All vehicles shall state that they are fueled by CNG”. See Section 6.6.1 for details.

8.1.3 Pamphlets, Handouts, Advertising, Public Service Announcements

The Media firm will be capable of designing pamphlets, handouts, large advertising pieces (such as newspaper advertisements and billboards), as well as Public Service Announcements at the direction and approval of Augusta.

8.1.4 Other Media

Augusta may utilize the funds for other media which may include newspaper advertisement, billboards, or other forms of advertisement or public relations as Augusta deems appropriate.

8.1.5 Annual Media

The Contractor will provide additional funds in the amount of \$50,000 per year per Designated Collection Area for updates to the media items, as well as additional media items as Augusta deems appropriate.

8.2 Capital Costs

Between the Effective Date and the Start Date, the Contractor shall provide the following items per Designated Collection Area awarded.

8.2.1 Roll-Out Carts

The Contractor awarded Designated Collection Area One (1) and Designated Collection Area Two (2) shall each provide:

1. 8,000 96-gallon Cascade Engineering Roll-Out Carts to Augusta. Such Roll-Out Carts will be the same specification as Augusta currently owns. These Roll-Out Carts shall include in their cost, the RFID Chip, and Assembly and Delivery. These shall be provided prior to the Start Date.
2. 1,000 96-gallon Cascade Engineering Recyclables Carts. Such Recyclables Carts will be the same specification as Augusta currently owns. Those Recyclables Carts shall include in their cost, the RFID Chip, In-mold recycling label and delivery to Augusta’s Solid Waste Facility. These shall be provided prior to the Start Date.
3. At a mutually agreeable time, 2,000 96-gallon Cascade Engineering Roll-Out Carts to Augusta. Such Roll-Out Carts will be the same specification as Augusta currently owns. These Roll-Out Carts shall include in their cost, the RFID Chip and delivery to Augusta’s Solid Waste facility.
4. At a mutually agreeable time, 2,500 96-gallon Cascade Engineering Recyclables Carts. Such Recyclables Carts will be the same specification as Augusta currently owns. Those

Recyclables Carts shall include in their cost, the RFID Chip, In-mold recycling label and delivery to Augusta's Solid Waste Facility.

The Contractor awarded Designated Collection Area Three (3) shall provide, prior to the Start Date, spare parts from Cascade Engineering. This shall include 30 pallets of wheels and axles, as well as 200 bars, and 200 Recyclables Cart lids. All items will be of a size and type to match the existing Augusta inventory.

8.2.2 Management Software

A one-time fee of \$100,000 for software licensing, set up, and integration will be provided at the inception of the contract per Designated Collection Area. Each contract year thereafter, \$50,000 will be provided for ongoing licenses, technology support, and programming per Designated Collection Area.

8.2.3 Hand-Held Solutions

Three portable Windows CE-based hand-held devices will be provided to Augusta for their use in support and management of this Contract per Designated Collection Area. The devices will be capable of integrating with the on-board vehicle units and will be equipped with RFID readers, signature capture, and the ability to enter data. This shall include the cost of any monthly access or service fees.

8.2.4 CNG Station

The Contractor awarded Designated Collection Area One (1) and Designated Collection Area Two (2) shall design and build a CNG station for the use under this Agreement. Such station shall be designed with Augusta's input. For Designated Collection Area One (1), a one-time fee of \$2,650,000.00, for Designated Collection Area Two (2), a one-time fee of \$2,650,000.00, for the development of CNG and LFG infrastructure, at an Augusta identified location and constructed by a mutually-agreed upon contractor. The CNG stations shall be operational by January 18, 2013, and on or before that date, the title to such property, equipment and improvements shall be transferred to Augusta, free and clear. Specifications for the construction of the station shall be provided once the Contract is awarded.

8.2.5 Additional CNG Infrastructure

The Contractor awarded Designated Collection Area Two (2) and Designated Collection Area Three (3) shall provide an additional \$2,650,000.00 for Augusta's use. Such funds shall be paid in the fifty fourth (54) month of the Agreement.

8.3 Annual Survey

An annual customer satisfaction survey that will be administered by a professional survey company selected by Augusta and paid for by the Contractor. This survey will target areas where service problems or poor participation are observed, and for the purpose of this Contract is valued at \$15,000.00 per Designated Collection Area.

Augusta will evaluate the results of the survey in conjunction with the profile of the key performance measures to determine the overall performance of the Contractor. Augusta will review the results of the Monthly Performance Summary with the Contractor on at least a quarterly basis and the Contractor agrees to implement measures as necessary to improve areas identified as requiring improvement. The Contractor recognizes that these results will be compiled by Augusta and may be presented internally or publically.

Contractor acknowledges that its performance relative to the Monthly Performance Summary shall not be construed to mean that the Contractor is meeting its performance obligations as required by this Agreement. Should the Contractor not comply with any other material provision of this Agreement, Augusta may declare the Contractor in default notwithstanding its performance levels relative to the Monthly Performance Summary.

8.4 Unused Funds

Any unused funds from the activities in this Section shall be credited to Augusta on the final statement of each year.

SECTION 9 - CUSTOMER SERVICE

9.1 Requests for Service

Augusta's Customer Care Center is responsible for receiving Customer inquiries, Requests for Service, and complaints related to service in the Service Area. Upon receipt of a call requiring follow-up by the Contractor, the Customer Care Center will prepare a Request for Service form and send such forms electronically to both the Contractor and the Environmental Services Department representative responsible for monitoring the Contractor's services under this Contract. The Contractor shall provide a computer system that is in compliance with Section 9.3 below. In the event that the Contractor receives any telephone calls from Customers, other than in response to follow-up property damage calls as described in Section 10.3, the Contractor shall refer such calls to Augusta.

9.1.1 Receipt of Requests for Service

Once a Request for Service has been sent by Augusta, it shall be considered as received by the Contractor, therefore the Contractor shall ensure that its system for receipt of Requests for Service is operational at all times and monitored, at a minimum, at all times during the office hours set forth in Section 10.1 and any other time as necessary for the Contractor to comply with the requirements of this Agreement.

9.1.2 Completion of Service Request

The Contractor shall notify Augusta, through its response to the Request for Service, of the Contractor's actions taken in response to the Request for Service including the date and time the request was completed.

9.1.3 Monthly Reports

Augusta shall keep a record of the total number of Requests for Service received related to the Service Area by the Contractor under this Agreement. These records will be transmitted to the Contractor monthly.

9.2 Customer Service

The Contractor shall be responsible for responding to Customer requests for information that may be received by its employees in the course of providing services. To assist the Contractor in providing such information, Augusta will supply the Contractor with literature regarding Augusta services and the Contractor shall ensure that such literature is available at all times in all collection vehicles for use by its equipment operators. All literature used by the Contractor for this purpose must either be supplied by or approved by Augusta prior to use.

9.3 Computer Hardware and Software Requirements

The Contractor shall provide network access with sufficient bandwidth and speed to transfer data in a timely manner between the Customer Care Center and the Contractor's operation center in a manner

acceptable to Augusta. The Contractor's computer system shall be capable of running in a Windows environment and at an appropriate version of Windows to be compatible with Augusta's software.

9.3.1 Software Requirements

The Contractor shall acquire and operate at least one stand-alone license for Insight of the appropriate release to support the customer service software. The customer service software (Insight) and data shall remain the sole property of Augusta.

Augusta shall provide a customer service software capable of tracking complaints by street address. The data collected shall include route number, scheduled day of pickup, type of complaint, date, time, method of resolution, and related comments such as special conditions or services provided at the location. The ability to maintain a historical record of complaints and activities at this address, to transmit work orders, and to prepare daily or monthly reports sorted by day of week, address, street or neighborhood, and the ability to transmit data to remote locations are also required.

Augusta shall be responsible for all data integrity including routine system maintenance, backups, and data recovery. The Contractor shall be responsible for system maintenance includes troubleshooting at the Contractor's facility.

System availability will be a minimum of 12 hours per day, 5 days per week as defined by Augusta.

The Contractor shall provide a firewall between their facilities and Augusta facilities acceptable to Augusta for the protection and integrity of Augusta's network.

SECTION 10 - PERSONNEL AND SAFETY

10.1 Contact with Contractor

10.1.1 Contractor Facility

Throughout the Contract Term, the Contractor shall establish and maintain a local facility capable of receiving Requests for Service electronically and by telephone, and to dispatch appropriate trucks and personnel to respond to Request for Service or to respond to service complaints such as Littering, property damage, or Vehicle Leaks and Spills within the time limits established in this Agreement.

The contractor facility should be of sufficient size and type to house all vehicles used under this contract, maintenance and cleaning for all vehicles operated under this contract, an office of sufficient size for contractor staff, and storage space for equipment as needed.

10.1.2 District Manager

All Contractor personnel shall be directed by a District Manager permanently stationed within Augusta. The Contractor shall furnish Augusta the name of the District Manager prior to the Starting Date and shall notify Augusta immediately if the District Manager is changed at any time. The Contractor's District Manager shall serve as the contact person for dealings and communications with the Contractor. A request to the Contractor's representative shall always constitute a request to the Contractor.

10.1.3 Office Hours and Contact Personnel

A responsible person in charge shall be present at the Contractor's local office during the time period of 8:00 a.m. to 5:15 p.m. Monday through Friday, and on Saturday when collection is scheduled, with the authority to make decisions relevant to operations under this Agreement.

Route supervisors will be accessible by telephone between the hours from 6:30 a.m. to 8:00 p.m. on all days when collection operations are in progress. The names and phone numbers of emergency representatives shall be given to Augusta prior to the Starting Date, and shall be updated as soon as any changes are made. Contractor's emergency representative shall be responsible for responding to any Requests for Service from Augusta on non-collection days and evenings, as described in this Agreement. If Friday is a scheduled collection day, misses will be collected on Saturday.

10.1.4 Augusta Contact Persons

Augusta will designate a contact person for operational issues and a contact person for Agreement administration issues. It is, however, recognized that daily operational communications will occur at all levels of staff. To the extent that these communications facilitate job performance, they are encouraged.

10.1.5 Communication Devices

The Contractor shall provide, at the Contractor's cost, sufficient communicating devices to facilitate good two-way communication between Contractor personnel, Augusta Customer Care Center, and Augusta Environmental Services Department supervisory staff and support personnel.

10.2 Employees: Character of Workers

All employees, subcontractors, superintendents, foremen, and workers employed by the Contractor shall be competent and careful workers, skilled in their respective trades. The Contractor shall not employ any person who repeatedly engages in misconduct or is incompetent or negligent in the due and proper performance of his or her duties under this Agreement. The Contractor shall furnish such supervision, labor, and equipment as is considered necessary for the fulfillment of the services in an acceptable manner at a satisfactory rate of progress.

10.2.1 Drug-Free Work Place

The Contractor shall prohibit the use of intoxicating and/or illegal substances by its employees, subcontractors, superintendents, foremen, and workers while on duty or in the course of performing their duties under this Agreement. Records of any such substance testing will be provided to Augusta upon written request.

10.2.2 Uniforms

The Contractor's employees, subcontractors, superintendents, foremen, and workers shall be required to wear a clean uniform bearing the Contractor's name. The uniform shall meet an ANSI class II standard for reflectivity and visibility. Employees, who normally and regularly come into direct contact with the public, including drivers, shall bear some means of individual identification such as a nametag or identification card.

10.2.3 Driver Credentials

Employees driving the Contractor's vehicles shall at all times possess and carry a valid Commercial Driver's License issued by the State of Georgia or South Carolina for the class appropriate to the weight of the vehicle being driven. Augusta reserves the right to require the

Contractor to provide proof of compliance with federal laws regarding Commercial Driver's Licenses, specifically information regarding drug testing.

10.2.4 Contract Employees

The Contractor's employees, officers, agents, and subcontractors shall, at no time, be allowed to identify themselves or in any way represent themselves as being employees of Augusta.

10.2.5 Removal of Contractor Employee

Augusta shall have the sole right to require the removal and replacement of a Contractor's or subcontractor's employee working under this Contract. Augusta shall exercise such a right by providing written notice to the Contractor.

Contractor will replace any personnel who separate from the Contractor's employment with equivalently qualified persons. The Contractor will replace such personnel as soon as reasonably possible.

10.3 Property Damage/Accidents

10.3.1 Property Damage

As between Augusta and the Contractor, the Contractor shall retain full responsibility for all claims of damage to private property caused by the negligence or willful misconduct of the Contractor. In the event of any property damage caused by the Contractor, the Contractor shall:

- a. Immediately notify Augusta Customer Care Center and Environmental Services Department by telephone.
- b. Leave a notice at the time of the damage at the Residential Unit, Designated Non-Residential Location, Unoccupied Location or the location where the damage occurred, informing the Customer of the damage and the telephone number of the Contractor to call for follow-up.
- c. Provide a written explanation to Augusta of the circumstances, results of any investigation, and disposition of the claim.
- d. Notify the Customer within ten (10) working days in writing of the disposition of the claim and provide a copy to Augusta. If the Contractor assumes responsibility for the damages, the notification shall include a date by which remedial action will be completed.
- e. The Contractor shall refer all calls regarding reporting of property damage to Augusta and Augusta will forward such claims to the Contractor in the form of a Request for Service.
- f. Should repair be required, the Contractor shall provide appropriately licensed personnel to complete the repair.

10.3.2 Claims Resolution

The Contractor shall use its best efforts to promptly and expeditiously resolve claims. In the event that the Contractor denies responsibility for damages and the Customer pursues a remedy, Augusta may investigate. If Augusta believes that the Contractor is responsible and the Contractor continues to deny responsibility, Augusta may pursue, and the Contractor shall be obligated to the dispute settlement procedures as described in Section 20.16.

10.3.3 Damages

If the Contractor does not notify Augusta of damages, the Contractor shall pay damages in the amount of \$2,000.00 for each occurrence.

10.3.4 Accidents

The Contractor shall immediately notify by telephone Augusta Customer Care Center and the Environmental Services Department of all vehicular accidents in which there is serious personal

injury or a fatality. The Contractor shall notify Augusta Customer Care Center and the Environmental Services Department of all other accidents in a timely manner.

10.4 Care and Diligence/Littering

The Contractor shall exercise all reasonable care and diligence in collecting Residential Garbage, Recyclables, Yard Waste and Bulky Waste. Collection service shall be accomplished in a manner, which contributes to a litter-free environment. Every effort must be made to prevent spilling, scattering, dropping, or littering of Residential Garbage, Recyclables, Yard Waste and Bulky Waste during the collection process and during transit to and from the Designated Disposal Facility, or Designated Recycling Facility. However, in the event that Residential Garbage, Recyclables, Yard Waste, or Bulky Waste are spilled, scattered, dropped, or littered, the Contractor's equipment operator shall immediately clean up the material, place it in the Roll-Out or Recyclables Cart, and collect the Cart contents. If any litter escapes from Contractor's collection vehicles on any roadways, the Contractor's equipment operator must immediately collect such litter. In the event that Contractor does not immediately collect such litter, the Contractor shall be subject to Damages in the amount of two hundred and fifty dollars (\$250.00) for each such occurrence. The Contractor shall endeavor to prevent such occurrences by whatever means possible.

The Contractor acknowledges that streets and alleys frequently include multiple utility features. Therefore, particular attention shall be given to the location of water meters, transformers, guy wires, utility poles, irrigation sprinkler heads and other private property features. Authorization to use the street or alley does not abrogate the Contractor's responsibility to exercise caution in relationship to the property of other authorized users.

10.4.1 Damages

As stated above, in the event that Contractor does not immediately collect such litter, the Contractor shall be subject to Damages in the amount of two hundred and fifty dollars (\$250.00) for each such occurrence.

10.5 Operator Awareness Training

The Contractor shall be responsible for maintaining levels of operator participation regarding correct collection of Residential Garbage, Recyclables, Yard Waste and Bulky Waste; additional Carts; holiday collection, safe driving and operations, as well as all other contract provisions.

The Contractor shall be responsible for ongoing training of existing and new employees.

10.6 Communication Plan

Within 30-days of approval of this Contract and by January 1 and July 1 of each year the Contract remains in effect, the Contractor shall submit a written Communication Plan to Augusta for review and approval. The Communication Plan shall identify key operations and administrative personnel and include the contacts' name, title, primary area of responsibility, immediate supervisor including his/her office, home and cellular telephone number, pager number and email addresses for work day and after hour contact. The Communication Plan and/or contact names shall be updated as changes are made, but in no event less than semi-annually. The Communication Plan shall be included as an Appendix to this Contract once completed and approved by Augusta.

SECTION 11 - REPORTING REQUIREMENTS

11.1 Daily Communication/Reports

In addition to communications requirements described throughout this Contract, the Contractor shall be responsible for providing, at a minimum, the following information and reports to Augusta on a daily basis:

1. Listing of missed collections, or other problems remaining unresolved from the previous day and how they will effect today's operations.
2. Listing of all confirmed, collected locations.
3. Listing of all locations which were not collected which could include locations which were not out or available for service, services which were blocked, routes which did not get completed, or non-collected Solid Waste due to contract limits being exceeded.
4. Responses to Requests for Service.
5. Production data to include fuel usage, hours, and mileage.
6. Roll-Out and Recyclables Cart repair needs identified by the Contractor.
7. Street or alley repair needs identified by the Contractor.
8. Other information as requested by Augusta.

The information listed above shall be submitted in a format approved by Augusta.

Augusta and the Contractor shall meet on a monthly basis, or as often as deemed necessary by Augusta, to review and discuss any operational issues, Contractor's performance, and any other issues pertaining to services provided under this Agreement.

11.2 Monthly Reports

The Contractor shall submit monthly reports via an electronic format acceptable to Augusta during the Contract Term commencing one (1) month after Contractor commences services. These reports shall be due by the 20th day of the month following the month for which the services were performed. Augusta may withhold up to twenty-five percent (25%) of the latest monthly invoice until all items required in the report are submitted to Augusta. Augusta will pay the balance of the invoice after the required items are provided. At a minimum, the monthly report shall include:

1. Deliver a trends report on the utilization and weights of the Recyclables collection program.
2. Deliver a trends report on the utilization and weights of the Yard Waste collection program.
3. Summary description of any property damage, including status and/or final disposition.
4. A narrative description of any significant operational issues during the month.
5. Required forms relating to section 11.6 of the Agreement.
6. Other information as requested by Augusta.

11.3 Record Keeping, Accounting, and Auditing

The Contractor shall keep and maintain complete and detailed records including, but not limited to the following:

1. Records that provide the basis for the reports required under Section 12 including all matters affecting amounts payable by or to Augusta or the Contractor,
2. Policies for required insurance, policy amendments, and all other related insurance documents,
3. Accounting records and vouchers evidencing all costs, receipts, payments, and any other matter of accounting associated with the Contractor's performance in accordance with generally accepted accounting principles and

4. Copies of bond documents for both payment and performance bonds.

11.3.1 Auditing

The Contractor's books, records, and accounts shall accurately, fairly, and in reasonable detail reflect all Contractor's dealings and transactions, and shall contain sufficient data to enable those dealings and transactions to be audited in accordance with generally accepted governmental accounting and auditing standards.

Augusta, or its audit representative, shall have the right at any reasonable time to inspect, copy, and audit records relating to the services accounting records, vouchers, and their source documents which serve as the basis for costs, receipts, and payments. The said records shall be available for Augusta's inspection and audit for a period of three (3) years following the termination of this Agreement, and any extension of this Agreement and for such further periods as may be necessary to resolve any matters which may be pending at that time or any longer period required by applicable law. The Contractor shall make available at Contractor's Augusta offices any such records to Augusta upon request.

11.3.2 Financial Condition

The Contractor shall immediately notify Augusta should it become apparent that the Contractor is unable to pay its debts as they become due and payable or if there is an adverse change in the Contractor's financial condition. The Contractor shall, upon Augusta's request, provide to Augusta the Contractor's most recent audited financial statements or un-audited statements if the audited statements are not then available.

11.4 Reliability of Reports

The Contractor represents that all information the Contractor has provided or will provide to Augusta is true and correct and can be relied upon by Augusta. Any material false or misleading information or omission shall be just cause for Augusta to terminate this Agreement and/or pursue any other appropriate remedy.

11.5 Observation and Inspection

Augusta, its representatives, and invitees shall have the right to observe and inspect operations at all times, provided it is conducted in such a manner so as to minimize interference with the Contractor's performance and operations. The inspection may review operating records for the current and previous contract years, and may consist of an inspection of the physical areas of operations and equipment with emphasis on contract compliance, safety and hazard mitigation.

Augusta, at its own expense, may at any commercially reasonable time inspect any and all records relating to the services performed to verify that the services are being performed in accordance with this Agreement.

Augusta's inspections shall not relieve the Contractor of any of its obligations herein or impose any liability upon Augusta.

11.6 Local Small Business Language

In accordance with Chapter 10B of the AUGUSTA, GA. CODE, Contractor expressly agrees to collect and maintain all records necessary to for Augusta, Georgia to evaluate the effectiveness of its Local Small Business Opportunity Program and to make such records available to Augusta, Georgia. The requirements of the Local Small Business Opportunity Program can be found at www.augustaga.gov. In accordance with AUGUSTA, GA. CODE § 1-10-129(d)(7), for all contracts where a local small business goal has been

established, the contractor is required to provide local small business utilization reports. Contractor shall report to Augusta, Georgia the total dollars paid to each local small business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors as may be requested by Augusta, Georgia. Such documents shall be in the format specified by the Director of minority and small business opportunities, and shall be submitted at such times as required by Augusta, Georgia. Failure to provide such reports within the time period specified by Augusta, Georgia shall entitle Augusta, Georgia to exercise any of the remedies set forth, including but not limited to, withholding payment from the contractor and/or collecting liquidated damages.

Contractor has agreed to a Local Small Business goal of twenty-five percent (25%). In accordance with Augusta, GA. Code § 1-10-129(d)(7), Contractor will submit local small business utilization reports and any additionally required information as provided for in Appendix F

SECTION 12 - COMPENSATION

12.1 Basis and Method of Payment

The Contractor shall offer the services described herein at the following rates beginning at the commencement of the Contract Term:

Advanced Disposal	Inland Services
Residential Unit	Residential Unit
Garbage - Once per week	Garbage - Once per week
Recyclables - Once per week	Recyclables - Once per week
Yard Waste - Once per week	Yard Waste - Once per week
Bulky Waste - Once per week	Bulky Waste - Once per week
Rate per unit per month:	Rate per unit per month:
DCA 1: \$ 13.68	DCA 2/3 \$ 13.75
Recycling Perks \$ 0.35	Recycling Perks \$ 0.35
Designated Non-Residential Location	Designated Non-Residential Location
Garbage - Once per week	Garbage - Once per week
Recyclables - Once per week	Recyclables - Once per week
Rate per unit per month:	Rate per unit per month:
DCA 1: \$ 9.00	DCA 2/3 \$ 9.74
Recycling Perks \$ 0.35	Recycling Perks \$ 0.35
Unoccupied Location	Unoccupied Location
Yard Waste - Once per week	Yard Waste - Once per week
Bulky Waste - Once per week	Bulky Waste - Once per week
Rate per unit per month:	Rate per unit per month:
DCA 1: \$ 0.00	DCA 2/3 \$ 4.54
Extra Cart Fee: \$ 8.50	Extra Cart Fee: \$ 6.31

The listed unit price shall be adjusted annually for inflation beginning January 2015 in accordance with Section 12.3.

12.2 Number of Collection Points

Augusta shall pay the Contractor monthly for all services rendered as defined by this Contract. Payment shall be based on the actual number of Residential Units, Designated Non-Residential Location(s) and Unoccupied Locations serviced as well as additional services as allowed by this Contract. Adjustments in the Residential Unit count, Designated Non-Residential Location count and Unoccupied Location(s) count shall be made each month. A unit shall be considered billable if the Residential Unit, Designated Non-Residential Location or Unoccupied Location had been receiving services for the majority of the month. After services have been rendered, a Residential Unit, Designated Non-Residential Location or Unoccupied Location will be removed from billing if services were not rendered for the majority of the month.

12.3 Inflation Factor - CPI Adjustment

The Contractor shall be entitled to seventy percent (70%) of the actual percentage change in the CPI (as hereinafter defined).

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

12.3.1 General Conditions for Adjustments

- a. The CPI Index percentage change will be determined from January 1st to December 31st of the previous year, with an implementation of any adjustment being made on January 1st, and every January 1st thereafter with the first adjustment starting in January of 2015.
- b. The Contractor must notify Augusta in writing by April 30th of each year beginning in April of 2014, of the percentage of any rate adjustment as well as the new rates to be implemented as allowed under this section. **If timely notice is not received by Augusta, no increase will be allowed for that year.**
- c. Should the CPI Index show a decrease, Augusta will automatically be entitled to a reduced cost up to the allowable limits as defined hereinafter.
- d. In any event, the adjustment will be limited to a maximum increase or decrease of four percent (4%) annually.

12.4 Payment Reduction for Damages

Damage charges will be monitored monthly and reviewed with the Contractor each month. Augusta will deduct any damages owed Augusta from the next payment owed to the Contractor. If the contract is not extended or renewed in accordance with the contract conditions, Augusta will deduct any remaining damages owed Augusta from the last payment. However, in no event is Augusta prohibited from taking actions to collect any unpaid amount owed to Augusta.

12.5 Fuel

Augusta shall provide CNG for use by the Contractors performing under this Agreement. The Contractors shall pay Augusta \$4.00 per Diesel Gallon Equivalent (DGE) for vehicles operated under this Agreement. Augusta will provide monthly fuel usage to the Contractor and the cost of fuel will be

credited to Augusta on the Contractor's monthly invoice. For non-contract vehicles operating on CNG (those not operating under this Agreement), Augusta may negotiate a CNG fuel price separate from this Agreement.

- 12.5.1 Augusta shall be entitled to the same CPI adjustment as afforded the Contractor in 12.3. All of the same general conditions of adjustments shall apply with the exception that Augusta does not have to provide notice as required under 12.3.1 (b).
- 12.5.2 The first price adjustment shall not go into effect until January 2015.
- 12.5.3 In any event, the adjustment will be limited to a maximum increase or decrease of four percent (4%) annually.
- 12.5.4 Should the Contractor not receive an Adjustment, Augusta reserves the right to adjust the price of fuel.

SECTION 13 - INSURANCE AND PERFORMANCE SURETY

13.1 Coverages

The Contractor shall at all times during the Agreement maintain in full force and effect General Liability and Workmen's Compensation Insurance. All insurance shall be by insurers reasonably acceptable to Augusta and be in full force and effect before commencement of work.

13.2 Insurance Limits

For the purpose of the Agreement, the Contractor shall carry the following types of insurance in at least the limits specified below:

Coverages	Limits of Liability
Workers' Compensation Statutory Employer's Liability	\$500,000 each accident limit \$500,000 Disease Policy Limit \$500,000 Each Employee Limit Contractors and lessees shall be responsible for workers' compensation insurance for subcontractors or sub lessees who directly or indirectly provide services or lease premise under the Augusta, Georgia's contract.
General Liability	\$2,000,000 per accident \$2,000,000 aggregate
Excess Umbrella Policy	\$2,000,000 per accident
Pollution Liability Insurance Automobile Bodily Injury and Property Damage Liability	\$1,000,000 per claims made basis. The Contractor needs to warrant any retroactive date applicable to coverage under the policy precedes the effective date of the contract. \$1,000,000 per accident

As an alternative to the above, the Contractor may insure the above public liability and property coverages under a plan of self-insurance. The Contractor's parent corporation may provide the required coverages to certify that their program is funded to actuarial projected losses.

13.3 Certificate of Insurance

- a. The Contractor agrees to furnish Augusta certificates of insurance or other evidence satisfactory to Augusta to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligations:

"This is to certify that the policies of insurance described herein have been issued to the named insured for which this certificate is executed and are in force at this time. In the event of cancellation of a policy affecting the certificate holder, thirty (30) days prior written notice will be given to the certificate holder."

- b. It is agreed that the Contractor will be responsible for notifying Augusta of any material change in a policy.

- c. **The certificates shall also include Augusta as an additional insured.**

13.4 Special Requirements

The following special conditions shall apply to the insurance coverage:

- a. Augusta is to be included as an additional insured on both the commercial general liability and business auto liability policies. The Contractor providing the automobile liability coverage must include all vehicles owned, leased, hired, non-owned, and the employee non-owned vehicles Personal Injury Protection (when applicable).

- b. **Commercial General Liability.** The Commercial General Liability required coverage is ISO CG0001 or a substitute form providing equivalent coverage. Coverage must include:

- Premises and Operations
- Personal Injury/Advertising Liability
- Products/ Completed Operations
- Liability assumed under an Insured Contract (including tort liability of another assumed in a business contract)
- Independent Contractors

- c. **Pollution Liability.** Contractors shall provide pollution liability coverage to cover bodily injury; property damage, (including natural resource damage), cleanup costs, removal, storage, disposal, and or use of the pollutant; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. Coverage shall apply to the sudden and gradual pollution conditions resulting from the escape of smoke vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, natural gases, waste materials, or other irritants, contaminants or pollutants (including asbestos). The Contractor needs to warrant any retroactive date applicable to coverage under the policy precedes the effective date of the contract

- d. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the Contract Term. Renewal certificates shall be sent to Augusta 30 days prior to an expiration date. There shall also be a 30-day notification to Augusta in the event of cancellation, modification of coverage, or reduction of aggregate limits below those required in

Section 13.2. Certificates of insurance meeting the required insurance provisions shall be forwarded to Augusta. **Wording on the certificate that states that no liability shall be imposed upon the company for failure to provide such notice is not acceptable.**

e. It is agreed that the Contractor will be responsible for notifying Augusta of any material changes in a policy.

f. It shall be the Contractor's responsibility to ensure that all subcontractors comply with the same insurance requirements that the Contractor is required to meet.

g. All Certificates of Insurances shall be furnished on an ACORD form or equivalent as require by this contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

13.5 Surety

13.5.1 Performance Bond

A performance bond and payment bond will be provided to Augusta prior of the execution of this Contract, the Contractor shall provide Augusta with a surety bond from a company rated A or better by A.M Best's Rating Service in an amount equal to 100% of the Contract's value. With each submittal of a bond, the Contractor shall furnish a current copy of the A.M Best's rating for the surety company providing the bonds.

For the first year, assume that Designated Collection Area 1 has 30,701, Designated Collection Area 2 has 24,056 and Designated Collection Area 3 has 13,007 Residential Units. For each awarded Designated Collection area, take the number of assumed Residential Units and multiply by the Residential Unit rate in this Contract.

For each subsequent year, use the amount of the prior year's actual payments received from January 1st through December 31st to establish the surety amount, in a form acceptable to Augusta, to ensure the performance of the Contractor. Updated bonds shall be received by Augusta no later than January 31, for each subsequent year of the contract. The form and amount of this surety bond shall be reviewed annually and updated as may be required by Augusta upon 30 days written notice to the Contractor.

SECTION 14 - REPRESENTATIONS AND WARRANTIES

14.1 Representations and Warranties

The Contractor represents and warranties satisfactory performance in accordance with this Contract as well as:

a. Organization and Qualification. The Contractor is duly incorporated or otherwise legally organized and, validly existing and in good standing under the laws of the State of Georgia, and has all requisite power and authority to enter into and perform its obligations under this Contract.

b. Authority.

1. The Contractor has the authority to execute this Contract, to make the representations and warranties set forth in it and is appropriately skilled, organized and financially able to perform the obligations of Contractor under this Contract in accordance with its terms.

2. This Contract has been validly executed by the authorized representatives of the Contractor and constitutes a legally binding, enforceable obligation of Contractor.

- c. Government Authorizations and Consents. The Contractor has or will obtain prior to the Effective Date such licenses, permits, and other authorizations from federal, state, and other governmental authorities, as are necessary for the performance of its obligations under this Contract.
- d. Compliance with Laws. The Contractor is not in violation of any applicable law, ordinance or regulation, the consequence of which will or may materially affect Contractor's ability to perform its obligations under this Contract. The Contractor is not subject to any order or judgment of any court, tribunal, or governmental agency which could materially and adversely affects its operations or assets in the State of Georgia, or its ability to perform its obligations under this Contract.
- e. Accuracy of Information. None of the representations or warranties in this Contract and none of the documents, statements, certificates or schedules furnished or to be furnished by Contractor pursuant hereto or in connection with the performance of the obligations contemplated under this Contract, contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements of fact contained therein not misleading.
- f. Independent Examination. In accepting these responsibilities, the Contractor represents and affirms that it has made its own examination of all conditions, facilities, and properties affecting the performance of this Contract and of the quantity and expense of labor, equipment, materials needed, and of applicable taxes permits and laws. The Contractor affirms that within the Designated Collection Area, it is aware of the present placement of Roll-Out Carts and Recyclables Carts at the curb, alley, or Carry-Out Collection locations, and the present location of Carry-Out Collection customers. The Contractor represents and warranties that it is capable of continuing to collect Roll-Out Carts and Recyclable Carts from their present locations.

SECTION 15 - INDEMNITY

15.1 Indemnity

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

proximity to the property of Augusta or any other property (upon which the Contractor is performing any work called for), except only those losses resulting solely from the negligence of Augusta.

SECTION 16 - DEFAULT AND TERMINATION

16.1 Default and Termination

This section is independent, notwithstanding any other provisions of this Contract. The Contractor may be held in default of the Contract in the event the Contractor:

- a. Fails to perform ninety percent (90%) of the collections required by this Contract and appears, to Augusta, to have abandoned the work, or to be unable to resume collections within forty-eight (48) hours.
- b. Has failed on any occasion of two (2) consecutive working days, in any year, or ten (10) days in a calendar year to perform the collections required by the Contract.
- c. Mixes Contract materials with materials collected from outside this Contract.
- d. Fails to furnish and maintain a Performance and/or Payment Bond per Section 13.
- e. Fails to furnish and maintain the Insurance requirements per Section 13.
- f. Fails to be granted and/or receive prior written approval of a change of control or other provision as defined in Sections 20.3 and 20.4.
- g. Fails to perform any material obligation of the Contractor under the terms of this Contract, and continuance of such failure after receiving written notice by Augusta specifying such failure, and Contractor's failure to cure the default or immediately initiate and diligently pursue reasonable action to cure such non-performance within the thirty (30) day period.

To initiate proceedings under this Section, Augusta shall give notice to the Contractor and its surety. Within 7 days, Contractor may demand a hearing at which the Contractor may show cause as to why it should not be declared in default or why it should be given the opportunity to cure said default. In the event the Contractor fails to show cause, to the reasonable satisfaction of Augusta, why the Contractor should not be declared to be in default of this Contract, Augusta may make a declaration of default. In evaluating whether to make such a declaration of default, Augusta may, in its sole discretion, consider the severity of the alleged violations, and the overall performance of the Contractor under the Contract.

In declaring the Contractor to have defaulted on the Contract, Augusta also may order the Contractor to discontinue further performance of work under the Contract and transfer the obligation to perform such work from the Contractor to the surety on the Contractor's performance bond and take any other action it deems advisable.

Under receipt of a notice that the work has been transferred to the surety without termination of the Contract, the surety shall take possession of all materials and equipment described in the most recent inventory submitted to Augusta, for the purpose of completing the work under the Contract, employ, by the Contract or otherwise, any person and/or all persons needed to perform the work; and provide materials and equipment required therefore. Such

employment shall not relieve the surety of its obligations under the Contract of bond. If there is a transfer to the surety, payments shall be made to the surety or its agent for all work performed under the Contract subsequent to such transfer, in amounts equal to those that would have been made to the Contractor had it performed in the manner and to the extent of the surety's performance, and the Contractor shall have no claim upon the same.

In the event the surety on the Contractor's performance bond fails to assume or continue performance within two (2) days after its receipt of notice that the work has been transferred to such surety, the Contractor shall be deemed to have leased, subleased, or otherwise license Augusta to use all, or whatever portion is desired by Augusta, of the materials and equipment described on the most recent inventory submitted to Augusta pursuant to Section 6 hereof, for collection (and processing) purposes for a period of up to one (1) year following the date of the declaration of default by Augusta without requiring Augusta to execute any other document whatsoever to accomplish such lease, sublease, or license and without requiring Augusta to post any bond, pledge, deposit or other security for such equipment and materials, but upon the condition that Augusta pay for the equipment and materials actually used for such collection, a market rental that is no greater than (i) the monthly lease, in the event such property is leased by the Contractor, (ii) the periodic installment, in the event such property is being acquired under a purchase Contract, (iii) the periodic financing interest and principal, in the event such property is being acquired under a purchase Contract, or (iv) the financing arrangement; provided, that under no circumstances shall Augusta be liable during its use of such property for any arrearages, balloon payment, accrued interest, accelerated charges in the event of a default, or other extraordinary payment; nor shall the satisfaction thereof be a condition of Augusta's interim use of such property; provided, further, that such lease, sublease, or license shall be suspended the date the surety on the Contractor's bond or its agent accepts the transfer of work under the Contract.

In the event Augusta secures the performance of work under the Contract at a lesser cost than would have been payable to the Contractor had the Contractor performed the same, then Augusta shall retain such difference; but in the event such cost to Augusta is greater, the Contractor and its surety shall be liable for and pay the amount of such excess to Augusta.

All payments due the Contractor at the time of default, less amounts due Augusta from the Contractor, shall be applied by Augusta against damages suffered and expense incurred by Augusta to reason of such default, any excess shall be paid to the Contractor unless otherwise provided herein.

Notwithstanding the provisions of this Section, a delay or interruption in the performance of all or any part of the Contract resulting from causes beyond the Contractor's control, as defined in section 20.28, shall not be deemed to be a default and the rights and remedies of Augusta provided for herein shall be inapplicable; provided that all labor disputes as defined in section 20.28 hereof shall not be considered a cause beyond the Contractor's control as defined in section 20.28.

Augusta shall have the unilateral right to order in writing a temporary stopping of the work, or delaying performance that does not alter the scope, of the contract.

Augusta shall have the unilateral right to terminate this Contract in whole or in part for the convenience of Augusta, Georgia; provided however,

a. For the Contractor servicing Designated Collection Area 1, in the event that Augusta

elects to terminate this Agreement, Augusta agrees to pay all costs associated with the CNG infrastructure at one hundred and five percent (105%) of the then outstanding amount owed on the CNG infrastructure. The amount shall be calculated by dividing the total amount of money spent on the CNG infrastructure pursuant to Section 8.2.4, divided by 107 (months of the agreement) and multiplied by the remaining full months of the then terminated agreement.

- b. For the Contractor servicing Designated Collection Area Two (2) and Designated Collection Area Three (3), in the event that Augusta elects to terminate the Agreement in the first 53 months of the agreement, Augusta agrees to pay all costs associated with the initial CNG infrastructure expense at one hundred and five percent (105%) of the then outstanding amount owed on the CNG infrastructure. The amount shall be calculated by dividing the total amount of money spent on the CNG infrastructure pursuant to Section 8.2.4, divided by 53 and multiplied by the remaining full months through the 53 month.
- c. For the Contractor servicing Designated Collection Area Two (2) and Designated Collection Area Three (3), in the event that Augusta elects to terminate the Agreement in the last 54 months of the agreement, Augusta agrees to pay all costs associated with the second CNG expense at one hundred and five percent (105%) of the then outstanding amount owed on the CNG infrastructure. The amount shall be calculated by dividing the total amount of money spent on the CNG infrastructure pursuant to Section 8.2.5, divided by 54 and multiplied by the remaining full months of the then terminated agreement.
- d. In the event that Augusta terminates this contract for convenience, Augusta shall pay Contractor three months straight line depreciation on the collection vehicles operated under this agreement. A month of straight line depreciation shall be defined as the amount of money paid for the collection vehicles operating under this Agreement divided by 107 months.

SECTION 17 – COMMITMENT OF EQUIPMENT

1. Unless a replacement or substitute is provided, all vehicles, facilities, equipment and property identified in the Contractor's inventory under Section 6 for use in the performance of this Contract (called "such property") shall be available for use in collecting Refuse, Garbage, Yard Waste, Recyclables, White Goods, and Bulky Waste. When provided, this Section applies to the replacement and substitute.
2. For the duration of this Contract, any document (including a lease to or by the Contractor, financing Contract, acquisition over time, mortgage, or other instrument establishing a security interest) that encumbers or limits the Contractor's interest in such property shall:
 - a. Allow the surety on the Contractor's performance bond to take over the Contractor's obligations and to continue the use of the equipment in service for performance of the Contract;
 - b. Allow Augusta to take over the Contractor's obligations and to continue the use of the equipment in service for performance of the Contract;
 - c. Exempt Augusta from liability during its usage of such property for arrearages, balloon payments, accrued interest, accelerated charges on account of a default, or other

extraordinary payments, and not make satisfaction thereof a condition of Augusta's interim usage; and

- d. Forbare any foreclosure, trustee's sale or other dispossession of the Contractor's interest in such property without giving both Augusta and surety on the Contractor's performance bond sixty (60) days prior notice, and then make any termination of the Contractor's interest in such property pursuant to such action or the enforcement thereof subject to the requirement of Subsections a, b, and c of this section.

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

SECTION 18 - AFFIRMATIVE ACTION AND NON-DISCRIMINATION SERVICE

The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, creed, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental, or physical handicap, unless based upon a bonafide occupational qualification. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their of race, religion, creed, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental, or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, promotion, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices are provided, setting forth the provisions of this non-discrimination clause.

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

SECTION 19 – DRUG AND ALCOHOL FREE WORKPLACE

19.1 Drug and Alcohol Free Workplace

Augusta is a drug-free workplace employer. The Contractor hereby certifies that it has or it will within thirty (30) days prior to the Start Date of the Contract:

- a. Notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of alcohol or a controlled substance is prohibited in the workplace and specifying actions that will be taken for violations of such prohibition;
- b. Establish an alcohol and drug-free awareness program to inform employees about (i) the dangers of alcohol and drug abuse in the workplace, (ii) the Contractor's policy of maintaining an alcohol and drug-free workplace, (iii) any available alcohol and drug

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

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

SECTION 20 - GENERAL PROVISIONS

20.1 Taxes

The Contractor shall promptly pay all taxes and license fees required by Augusta and by the State of Georgia.

20.2 Permits

The Contractor shall obtain all licenses and permits (other than the license and permit granted by the Agreement) required by Augusta, by the State of Georgia, or by the federal government.

20.3 Non-Assignment; Subcontracting; Delegation of Duties

Except for the subcontracting identified in the Contractor's proposal, the Contractor shall not assign or subcontract or transfer any of the work or delegate any of its duties under the Contract without the prior written approval of Augusta, which approval may be withheld in Augusta's sole discretion. Notwithstanding the foregoing, Augusta's approval shall not unreasonably be withheld if the Contractor proposes to assign or transfer this Contract to an affiliate of the Contractor or to Contractor's parent corporation, provided that Contractor can establish to the reasonable satisfaction of Augusta that (i) the assignee or transferee will operate the Contract in substantially the same manner as the Contractor, will use substantially the same management and collection personnel as Contractor, and possesses substantially the same financial capabilities as Contractor and (ii) the assignee or transferee is not affiliated in any way with the company that has a Contract for collection with Augusta for any portion of Augusta outside the Contractors current Designated Collection Area.

In the event of an assignment, subcontract, or delegation of duties, the Contractor shall remain responsible for the full and faithful performance of the Contract and the assignee, subcontractor, or other obligor shall also become responsible to Augusta for the satisfactory performance of the work assumed. Augusta may

condition its approval upon the delivery by the assignee, subcontractor or other obligor of its covenant to Augusta to fully and faithfully complete the work or responsibility undertaken.

During the term of this Contract, the Contractor shall not have an ownership interest in any other company that has a Contract for residential collection with Augusta.

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

20.4 Change in Control

In the event of a change in "Control" of the Contractor (as defined below), Augusta shall terminate the Contract for default unless Augusta has granted prior written approval. Such approval shall be at the sole discretion of Augusta. Any approval by Augusta for transfer of ownership or control shall be contingent upon the perspective controlling party becoming a signatory to the Contract and otherwise complying with the terms of the Contract. The Contractor shall notify Augusta within ten (10) days after it becomes aware that a change in Control will occur. As used in the Contract, the term "Control" shall mean the possession, direct or indirect of either;

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

20.5 Laws and Regulations

The Contractor shall conduct operations under this Agreement in compliance with all applicable laws, rules or standards. These shall include OSHA, EPA, EPD, Federal Highway Safety, as well as state and local rules, regulations, and practices.

20.6 Governing Law; Forum; Venue

The terms, conditions and provisions in the Request for Proposal may supplement the Contract between Augusta and the Contractor. The order of precedence will be the Contract, the RFP, the winning proposer's response and general law. This Agreement shall be governed under the laws of the State of Georgia. The appropriate forum for judicial interpretation of this Agreement and the sole venue for legal actions concerning this Contract shall be the Superior Courts of Richmond County Georgia.

20.7 No Other Parties to Benefit

This Agreement is for the benefit of the parties hereto and does not enlarge any party's liability to any third party. The provisions of this Agreement shall not be construed to create a higher standard of safety or care in any evidentiary sense with respect to third party claims.

20.8 Appropriation of Funds

This Agreement, and Augusta's payment obligation for succeeding fiscal periods shall be subject to the budget process, availability and appropriation of funds. In the event that Augusta does not appropriate funds, said agreement shall terminate as required by statute.

20.9 Headings

2280 The headings of the paragraphs and subparagraphs shall not be interpreted as a limitation upon the
2281 language contained therein.

2282 **20.10 Severability**

2283 Should any term, provision, condition, or other portion of this Contract or its application be held to be
2284 inoperative, invalid, or unenforceable, and the remainder of the Contract still fulfills its purposes, the
2285 remainder of this Contract or its application in other circumstances shall not be affected thereby and shall
2286 continue in force and effect.

2287 **20.11 Indulgences Not Waivers**

2288 A waiver of any breach of any provision of the Agreement shall not constitute or operate as a waiver of
2289 any breach of such provision or any other provision, nor shall any failure to enforce any provision hereof
2290 operate as a waiver of such provision.

2291 **20.12 Modifications and Waiver**

2292 The parties must mutually agree upon any changes in the Agreement and must be incorporated by written
2293 amendments to the Agreement. The Augusta Administrator or their designee shall have the authority to
2294 amend the Agreement on behalf of Augusta.

2295
2296 This Agreement constitutes the entire agreement of the parties regarding the subject matter hereof and
2297 may be amended or modified only by a written agreement signed by both parties.

2298 **20.13 Independent Contractor**

2299 The Contractor and Augusta agree that the Contractor is an independent contractor and not an employee
2300 nor agent of Augusta. The Contractor shall have exclusive control of and the exclusive right to control the
2301 details of the services and work performed, and such action does not create a partnership, agency, joint
2302 venture or other similar relationship between Augusta and the Contractor.

2303
2304 The Contractor agrees that it will not represent to anyone that its relationship with Augusta is other than
2305 that of an independent contractor, and Augusta and the Contractor may so inform any parties with whom
2306 they deal and may take any other responsible steps to carry out the intent of this section. The Contractor
2307 shall be fully and solely responsible for its own acts and omissions and those of its employees, officers,
2308 agents, and subcontractors.

2309
2310 **20.14 Notices**

2311 Any notice required herein shall be given by certified mail to:

2312
2313 For Augusta:

2314
2315 Fred Russell
2316 Administrator
2317 530 Greene Street, Room 802
2318 Augusta, Georgia 30901

2319
2320
2321 Mark Johnson
2322 Director of Solid Waste
2323 Augusta, Georgia
2324 4330 Deans Bridge Road
2325 Blythe, GA 30805

Telephone: 706-592-3201

Lori Videtto
Deputy Director of Solid Waste
Augusta, Georgia
4330 Deans Bridge Road
Blythe, GA 30805
Telephone: 706-592-3206

For the Contractor:

Name
Title
Address
County, State Zip
Telephone:
Fax:

20.15 Exclusive Agreement

The Contractor is granted an exclusive Agreement to provide Garbage, Recyclables, Yard Waste and Bulky Waste collection services, as described herein, within the Designated Service Area. Augusta intends to Contract ONLY with the Contractor for routine collection services as described herein. In the event of an emergency declared by the appropriate governmental authorities, an event of Force Majeure or breach of this Agreement by the Contractor, Augusta may provide alternative collection services.

20.16 Dispute Settlement

Any claim, dispute, or other matter concerning the performance of the Contractor shall initially be referred to the Environmental Services Director in writing, for a decision. Such decision shall be rendered within thirty (30) days in writing, following the final presentation by the Contractor of evidence or argument relative to such claim, dispute, or matter. The decision of the Director may be appealed to Augusta's Administrator or his designee, in writing, within fifteen (15) days from the date of the Director's decision. Augusta's Administrator must render a written decision to the Contractor within thirty (30) days from the date of the appeal. The decision of the Administrator shall be subject to formal mediation between the parties. The cost of mediation shall be shared equally by the parties. If mediation is not successful, either party may bring an action in a court of appropriate venue. In the event of any litigation between the parties, each party shall pay their own attorney fees and despite who is the prevailing party, neither party shall be entitled to reimbursement of attorney's fees in any litigation between the parties.

20.17 Augusta Not Liable for Delays

It is further expressly agreed that in no event shall Augusta be liable for or responsible to the Contractor for or because of any stoppages or delay in the work herein provided for by injunction or other legal or equitable proceedings or due to any delay for any cause over which Augusta has insufficient control to cause a different result.

20.18 Contractor Will Not Sell or Disclose Data

The Contractor will treat as confidential information, all data in connection with the Contract. Augusta data processed by the Contractor shall remain the exclusive property of Augusta. The Contractor will not

reproduce, copy, duplicate, disclose or in any way treat the data supplied by Augusta in any manner except as contemplated by this Contract.

20.19 No Publicity

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

20.20 Contract Rights

1. The parties reserve the right to amend this Contract from time to time by mutual agreement in writing.
2. Rights under this contract are cumulative, and in addition to rights existing at common law.
3. Payment by Augusta and performance by the contractor do not waive their Contractual rights.
4. Failure by either party on any occasion to exercise a Contractual right shall not forfeit or waive the right to exercise the right of another occasion. The use of one remedy does not exclude or waive the right to use another.

20.21 Open Records Act

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

20.22 Interpretation

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

20.23 Law; Venue

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

20.24 Discretionary Waiver of Right to a Jury Trial

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

20.25 Specific Performance and Injunctive Relief

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

20.26 Severability

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

20.27 Interest of the Parties

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

20.28 Force Majeure

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

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

4. Strikes, slow-downs, walkouts, lockouts and individual disputes are not excused under this provision.
5. Augusta may grant variances in routes, schedules and materials collected as are reasonably required and in the best interest of Augusta.
6. Augusta may negotiate with the Contractor fees for any additional work which the Contractor may agree to perform in the event of a disaster.

20.29 E-Verify

All contractors and subcontractors entering into contracts with Augusta, Georgia for the physical performance of services shall be required to execute an Affidavit verifying its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia has registered with and is participating in a federal work authorization program. All contractors and subcontractors must provide their *E-Verify number* and must be in compliance with the electronic verification of work authorized programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and shall continue to use the federal authorization program throughout the contract term. All contractors shall further agree that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to its contract with Augusta, Georgia the contractor will secure from such subcontractor(s) each subcontractor's *E-Verify number* as evidence of verification of compliance with O.C.G.A. § 13-10-91 on the subcontractor affidavit provided in Rule 300-10-01-.08 or a substantially similar form. All contractors shall further agree to maintain records of such compliance and provide a copy of each such verification to Augusta, Georgia at the time the subcontractor(s) is retained to perform such physical services

"Contractor acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners and approval of the Mayor. Under Georgia law, Contractor is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Contractor's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Contractor may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Contractor agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the Contractor provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by Contractor. Contractor assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity." This acknowledgement shall be a mandatory provision in all Augusta, Georgia contracts for goods and services, except revenue producing contracts

2525

SIGNATURES ON FOLLOWING PAGE

2526

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed by
duly authorized officers on this the ____ day of _____, 20 ____.

BY:

Augusta, Georgia

As its Mayor

Attest:

Clerk of Commission

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

Contractor: _____

By: _____

As its: _____

Sworn to and subscribed before me on this ____ day of _____, 20 ____.

Notary Public

My Commission Expires: _____

2564
2565
2566
2567
2568
2569
2570
2571
2572
2573
2574
2575
2576
2577
2578

APPENDIX A

Designated Collection Area Map(s)

2579
2580
2581
2582
2583
2584
2585

APPENDIX B
Monthly Performance Summary

MONTHLY PERFORMANCE SUMMARY

KEY PERFORMANCE AREAS	UNITS OBSERVED	UNITS PENALIZED
Number of Requests for Services		
Number of Valid Misses		
Number of Requests for Services not collected within specific timeframe		
Number of Courtesy Collections		
Number of Service Complaints		
Number of Repeat Collection Misses		
Number of Area Misses		
Property Damage/Claims		
Container (Damage/Loss)		
Roll Out Container/Bin Placement		
Leaks & Spills		
Littering		
Mixed Loads		
Emergency Unload Cleanup		
Deliver Recycling to Landfill		

2586

Liquidated Damages: \$

Summary of Damages for Performance Criteria				
List of Damages	Units	Collection Contract		Damages
			Damage	TOTAL
Request for Service		[3.11.4]		
Per Month When Misses >200	each Lump Sum	\$100 \$5,000		
Repeat Collection Miss		[3.11.4.d]		
2nd and 3rd Miss	each	\$500		
4 or more Misses	each	\$1,000		
Area Misses		[3.11.4.f]		
1 – 100 Misses	Lump Sum	\$2,000		
>100 Misses	each	\$20		
Augusta clean-up Service	Lump Sum	\$500		
Property Damage/Accidents		[10.3.3]		
Failure to notify Augusta of Damages	each	\$2,000		
Rollout Container Loss or Damage		[5.3]		
	each	TBD		
Rollout Container Damage – Wheels		[5.4.3]		
11+	each	\$25		
Rollout Container Placement		[5.4.2]		
11+	each	\$100		
Per Month When Misses >200	Lump Sum	\$5,000		
Vehicle Leaks & Spills		[6.5.2]		
Failure to remove from service	each	\$3,000		
Failure to cleanup spill	each	\$1,500		
1 to 3 leaks or spills per month	each	\$1,000		
Care & Diligence/Littering		[10.4.1]		
Failure to clean up litter	each	\$500		
Mixed Loads [Garbage/Recycling]		[7.2.3]		
Per Incident	Lump Sum	\$500		
Collecting Route Out of Order		[4.4.1]		
Per Route per Daily Occurrence	Lump Sum	\$500		
Emergency Unload Cleanup		[6.4.1]		
For each 2-hr delay in clean-up	each	\$100		
Augusta provided clean-up	each	\$2,000		
Deliver Recycling to Landfill		[7.2.3]		
For each incident	each	\$500		
Augusta Provided Collection		[3.11.4]		
	each	\$500		
	TOTAL			

APPENDIX D



Proposal for Incentive Based Rewards Program for Advanced Disposal for the city of Augusta, Georgia.

Waste Diversion through Incentivized Recycling

April 25, 2012

Overview

Recycling Perks partners with municipalities, haulers and local businesses to improve and enhance residential curbside recycling while supporting the local economy. Recycling Perks provides residents and cities with a unique incentive based recycling rewards program that includes reward program management, community outreach and marketing, as well as measurement and performance tracking. The Recycling Perks program will be heavily weighted towards local businesses to help drive local revenue and increase program participation.

City of Augusta

Recycling Perks will work with the city and hauler to implement an Incentive based Recycling Rewards program. The incentive based recycling program will be implemented city wide and participating residents will be rewarded for their recycling efforts. Participation will be tracked using Radio Frequency Identification (RFID) tags which will be provided by the city. Recycling will be collected from a residents recycling container and will be dumped into the collection vehicle. Each container will have a RFID tag affixed, allowing us to compile data on which home's recycling containers have been collected.

Technical Plan

Recycling Perks will work with Hauler to establish RFID technology data capturing.

The RFID data will be delivered to Recycling Perks through an active data feed containing collection records and addresses within the program.

The Recycling Perks system records participation and awards points for each collection. Each collection period, participating households will receive points for their participation.

Recycling Perks Program utilizes an exclusive website area for each city. The Recycling Perks platform allows residents to view content that is specifically for Augusta residents.

Customer Service and Reward Fulfillment

Recycling Perks points are used to claim Rewards offered by Local Reward Partners.

Residents can obtain their rewards online, print immediately and redeem the rewards with the local business offering a reward.

Recycling Perks will consult with local businesses to offer free reward content on Recycling Perks and will procure all reward offerings.

Recycling Perks will maintain a Customer Service Department to answer resident's questions relating to the incentive program by phone or email. The privacy of all residents will be protected and managed in accordance with State and Federal regulations.

Costs

- \$0.35 per household/month for length of contract.
- A one month activation fee is required prior to contract launch.

Contractor will provide the following:

- RFID technology on all Collection Vehicles and Containers.
- Maintain RFID Software to provide collection data reports in real time through a data feed directly to Recycling Perks.
- Provide a list of container deliveries identifying residential address, container serial number, RFID number, route, zip code and ongoing updates relating to new, moved or replaced containers within the program.
- A willingness to participate in community events that will promote the Perks program.
- Introduction Letter to all residents announcing the program.

Recycling Perks to provide the following:

- Timely awarding of Recycling Perks points for all approved containers collected by hauler.
- Pricing is not affected by the size or type of container collected.
- Participation is recorded automatically and the Recycling Perks Program awards points automatically upon the collection of each container.
- RFID technology is used to automatically identify each resident's participation, each day.
- Recycling Perks points will be calculated and distributed based on the participation of the household. Weight per individual household will not be used in determining points.
- Businesses in Augusta will be offered the opportunity to be a Reward Partner free of charge.
- Recycling Perks points do not expire.
- Recycling Perks will be available for all residents prior to the first collection day.
- Recycling Perks provides a dedicated, toll free number and customer service team specific for each municipality offering incentives through Recycling Perks.
- Pricing for Recycling Perks is unaffected by the contractors choice of container.

- Recycling Perks will hire and manage a Municipal Market Manger as the single point of contact for all aspects of the incentive program in Augusta.
- Recycling Perks will also initiate a local charity campaign designed to give back to the community based on the success and viability of our rewards program.

APPENDIX E

Communications Plan

The communication plan shall consist of the following Contractor contract information for Contractor staff. These staff shall be available as per the provisions above.

For the Contractor:

Title: District Manager

Office Phone: _____

Cellular Phone: _____

Email: _____

Title: Emergency Contact

Office Phone: _____

Cellular Phone: _____

Email: _____

Title: Operations Manager

Office Phone: _____

Cellular Phone: _____

Email: _____

Title: Customer Service/Dispatch

Office Phone: _____

Cellular Phone: _____

Email: _____

APPENDIX F**AUGUSTA-RICHMOND COUNTY - LOCAL SMALL BUSINESS OPPORTUNITY PROGRAM****MONTHLY SUBCONTRACTOR/SUPPLIER UTILIZATION REPORT**

List all subcontractors/suppliers, including lower tiers, to be used on this project.

PROJECT NAME _____ **PROJECT NO.** _____
BASE BID \$ _____
REPORT PERIOD FROM _____ **TO** _____, 20____ **PAY REQUEST**
AMOUNT _____ **PROPOSED LSB UTILIZATION** _____ %

NAME OF SUB-CONTRACTOR/ SUPPLIER	COMPANY NAME, ADDRESS, AND PHONE #	CONTRACT AMOUNT	TYPE OF WORK PERFORMED	LSB BUSINESS YES/NO
TOTALS				

CONTRACTOR: _____ **Total LSB%** _____ **AUTHORIZED SIGNATURE** _____

PAY REQUEST NO. _____ **PERCENTAGE OF TOTAL CONTRACT COMPLETED**
TO DATE _____ % **DATE** _____

This form is to be submitted MONTHLY by the successful vendor only –after the bid is awarded.

Questions: Contact Ms. Yvonne Gentry – Office: (706) 821-2406 or Fax: (706) 821-4228

START DATE: _____

COMPLETION DATE: _____

Complete the Following Information for Each Contract/Purchase Order Identified

Business Name: _____

Business Contact Person Information:

Name: _____

Title: _____ Telephone: (____) _____

E-mail: _____

Business Address: _____

City, State, Zip: _____

Total Award Amount (including all Change Orders): \$ _____

Total Amount Paid: \$ _____

Brief Description of Work Performed by Prime Contractor: _____

Business Owner(s) Primary Race/Ethnicity (White, Black, Hispanic, Asian, Native American, or Other):

Business Owner(s) Primary Gender (Male or Female): _____

Total No. of First-Tier Subcontractors/Sub-consultants/Suppliers on this Contract: _____

(This number should match the number of entries on Attachment B)

ATTACHMENT B: First-Tier Subcontractor, Sub-Consultant, Supplier Information Form

PRIME CONTRACT/PURCHASE ORDER TITLE (IF ANY): _____

PRIME CONTRACT/PURCHASE ORDER NUMBER (OR ITEM #): _____

START DATE: _____ APPROXIMATE COMPLETION DATE: _____

Please provide the following information for EACH FIRST-TIER SUBCONTRACTOR, SUB-CONSULTANT, OR SUPPLIER THAT PROVIDED GOODS AND/OR PERFORMED SERVICES ON THIS CONTRACT OR PURCHASE ORDER. Number of subcontractor lines must match the total number of first-tier subcontractors indicated in the last line of Attachment A (include Additional Pages if Necessary)

Line No.	Business Name	Address	City	State	Zip	Telephone	Contact Person/Title
	Total Award Amount (in dollars)	Total Amount Paid (in dollars)	Owner(s) Race/Ethnicity		Owner(s) Gender	Brief Description of Work Performed	

Line No.	Business Name	Address	City	State	Zip	Telephone	Contact Person/Title
	Total Award Amount (in dollars)	Total Amount Paid (in dollars)	Owner(s) Race/Ethnicity		Owner(s) Gender	Brief Description of Work Performed	

Line No.	Business Name	Address	City	State	Zip	Telephone	Contact Person/Title
Item # 2							
	Total Award Amount (in dollars)	Total Amount Paid (in dollars)	Owner(s) Race/Ethnicity		Owner(s) Gender	Brief Description of Work Performed	

ATTACHMENT B: First-Tier Subcontractor, Sub-Consultant, Supplier Information Form (Continued)

PRIME CONTRACT/PURCHASE ORDER TITLE (IF ANY): _____

PRIME CONTRACT/PURCHASE ORDER NUMBER (OR ITEM #): _____

START DATE: _____ APPROXIMATE COMPLETION DATE: _____

Please provide the following information for EACH FIRST-TIER SUBCONTRACTOR, SUB-CONSULTANT, OR SUPPLIER THAT PROVIDED GOODS AND/OR PERFORMED SERVICES ON THIS CONTRACT OR PURCHASE ORDER. Number of subcontractor lines must match the total number of first-tier subcontractors indicated in the last line of Attachment A (include Additional Pages if Necessary)

	dollars)	dollars)		Gender	

Line No.	Business Name	Address	City	State	Zip	Telephone	Contact Person/Title
	Total Award Amount (in dollars)	Total Amount Paid (in dollars)	Owner(s) Race/Ethnicity		Owner(s) Gender	Brief Description of Work Performed	

Line No.	Business Name	Address	City	State	Zip	Telephone	Contact Person/Title
	Total Award Amount (in dollars)	Total Amount Paid (in dollars)	Owner(s) Race/Ethnicity		Owner(s) Gender	Brief Description of Work Performed	

Item # 2

ATTACHMENT B: First-Tier Subcontractor, Sub-Consultant, Supplier Information Form (Continued)

PRIME CONTRACT/PURCHASE ORDER TITLE (IF ANY): _____

PRIME CONTRACT/PURCHASE ORDER NUMBER (OR ITEM #): _____

START DATE: _____ **APPROXIMATE COMPLETION DATE:** _____

Please provide the following information for EACH FIRST-TIER SUBCONTRACTOR, SUB-CONSULTANT, OR SUPPLIER THAT PROVIDED GOODS AND/OR PERFORMED SERVICES ON THIS CONTRACT OR PURCHASE ORDER. Number of subcontractor lines must match the total number of first-tier subcontractors indicated in the last line of Attachment A (include Additional Pages if Necessary)

Line No.	Business Name	Address	City	State	Zip	Telephone	Contact Person/Title
	Total Award Amount (in dollars)	Total Amount Paid (in dollars)	Owner(s) Race/Ethnicity		Owner(s) Gender	Brief Description of Work Performed	

Line No.	Business Name	Address	City	State	Zip	Telephone	Contact Person/Title
	Total Award Amount (in dollars)	Total Amount Paid (in dollars)	Owner(s) Race/Ethnicity		Owner(s) Gender	Brief Description of Work Performed	

Line No.	Business Name	Address	City	State	Zip	Telephone	Contact Person/Title
Item # 2							
	Total Award Amount (in dollars)	Total Amount Paid (in dollars)	Owner(s) Race/Ethnicity		Owner(s) Gender	Brief Description of Work Performed	

ATTACHMENT B: First-Tier Subcontractor, Sub-Consultant, Supplier Information Form (Continued)

PRIME CONTRACT/PURCHASE ORDER TITLE (IF ANY): _____

PRIME CONTRACT/PURCHASE ORDER NUMBER (OR ITEM #): _____

START DATE: _____ **APPROXIMATE COMPLETION DATE:** _____

Please provide the following information for EACH FIRST-TIER SUBCONTRACTOR, SUB-CONSULTANT, OR SUPPLIER THAT PROVIDED GOODS AND/OR PERFORMED SERVICES ON THIS CONTRACT OR PURCHASE ORDER. Number of subcontractor lines must match the total number of first-tier subcontractors indicated in the last line of Attachment A (include Additional Pages if Necessary)

	dollars)	dollars)		Gender	

Line No.	Business Name	Address	City	State	Zip	Telephone	Contact Person/Title
	Total Award Amount (in dollars)	Total Amount Paid (in dollars)	Owner(s) Race/Ethnicity		Owner(s) Gender	Brief Description of Work Performed	

Line No.	Business Name	Address	City	State	Zip	Telephone	Contact Person/Title
	Total Award Amount (in dollars)	Total Amount Paid (in dollars)	Owner(s) Race/Ethnicity		Owner(s) Gender	Brief Description of Work Performed	

Item # 2

ATTACHMENT B: First-Tier Subcontractor, Sub-Consultant, Supplier Information Form (Continued)

PRIME CONTRACT/PURCHASE ORDER TITLE (IF ANY): _____

PRIME CONTRACT/PURCHASE ORDER NUMBER (OR ITEM #): _____

START DATE: _____ **APPROXIMATE COMPLETION DATE:** _____

Please provide the following information for EACH FIRST-TIER SUBCONTRACTOR, SUB-CONSULTANT, OR SUPPLIER THAT PROVIDED GOODS AND/OR PERFORMED SERVICES ON THIS CONTRACT OR PURCHASE ORDER. Number of subcontractor lines must match the total number of first-tier subcontractors indicated in the last line of Attachment A (include Additional Pages if Necessary)

I attest, to the best of my knowledge and belief, that the information furnished in Attachment A and Attachment B is correct and accurate.

By: _____
Name and Title of Company Officer

PRINTED NAME AND TITLE

Company: _____
Name of Company

Phone Number: _____

Date: _____



Engineering Services Committee Meeting
7/30/2012 1:00 PM
Breckenridge, Section Four, Phase 2

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

Caption: Approve the deeds of dedication, maintenance agreements and road resolution submitted by the Engineering and Augusta Utilities Departments for Breckenridge Subdivision, Section Four, Phase 2.

Background: The final plat for Breckenridge Subdivision, Section Four, Phase 2, was approved by the Commission on December 21, 2010. The subdivision design and plat for this section have been reviewed and accepted by our engineering staff and the construction has been reviewed by our inspectors. The Utilities Department has inspected and reviewed the water and sanitary sewer installations, and hereby requests acceptance of the utility deed.

Analysis: This section meets all codes, ordinances and standards. There are no wetlands or 100-year flood plain boundaries involved in this section. Acceptance of said utility deed shall dedicate, as required, the water and sanitary sewer mains along with the applicable easements to Augusta, Georgia for operation and maintenance.

Financial Impact: By accepting this road into the County system and after the 18-month maintenance warranty by the developer/contractor for the road has expired, all future maintenance and associated costs will be borne by Augusta, Georgia. By acceptance of the utility deeds and maintenance agreements, all future maintenance and associated costs for water and sanitary sewer installations will be borne by Augusta, Georgia, and positive revenue will be generated from the sale of water and sanitary sewer taps and monthly billing of same.

Alternatives: 1. Approve the deeds of dedication, maintenance agreements, and road resolutions submitted by the Engineering and Augusta Utilities Departments for Breckenridge Subdivision, Section Four, Phase 2. 2. Do not approve and risk litigation.

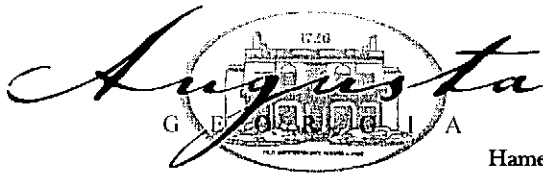
Recommendation: Approve Alternative Number One.

Cover Memo
Item # 3

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

REVIEWED AND APPROVED BY:

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



ENGINEERING DEPARTMENT

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

Plan & Review Section Manager
 Richard A. Holliday, Lead Design Engineer

MEMORANDUM

To: George Patty
 Director Planning and Zoning

From: Richard A. Holliday, Lead Design Engineer

Date: July 9, 2012

Subject: Certificate of Completion
 Dedication of Breckenridge Section 4, Phase 2
 File reference: 2012 – 05 (A)

As required by Development Guideline Document 3, Article II – Section 202 of Augusta, Georgia Municipal Code, you are hereby advised, based upon site observation that this project consisting of roadway and storm drainage construction appears to be in compliance with all standards and specifications set forth in said documents. Therefore, the names of all streets and drainage related structures in subject development are hereby recommended for acceptance into the City of Augusta infrastructure system.

Thank you for your assistance on this matter. Please call if you have any questions or need additional information, 706-821-1706.

RAH

Attachment

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

APPROVED FINAL PLAT
 (Not Valid until signed)
 Augusta-Richmond County
 Planning Commission
 Date Approved: Dec 6, 2010
 Chairman: Hank Guffey
 Secretary: George A. Patty

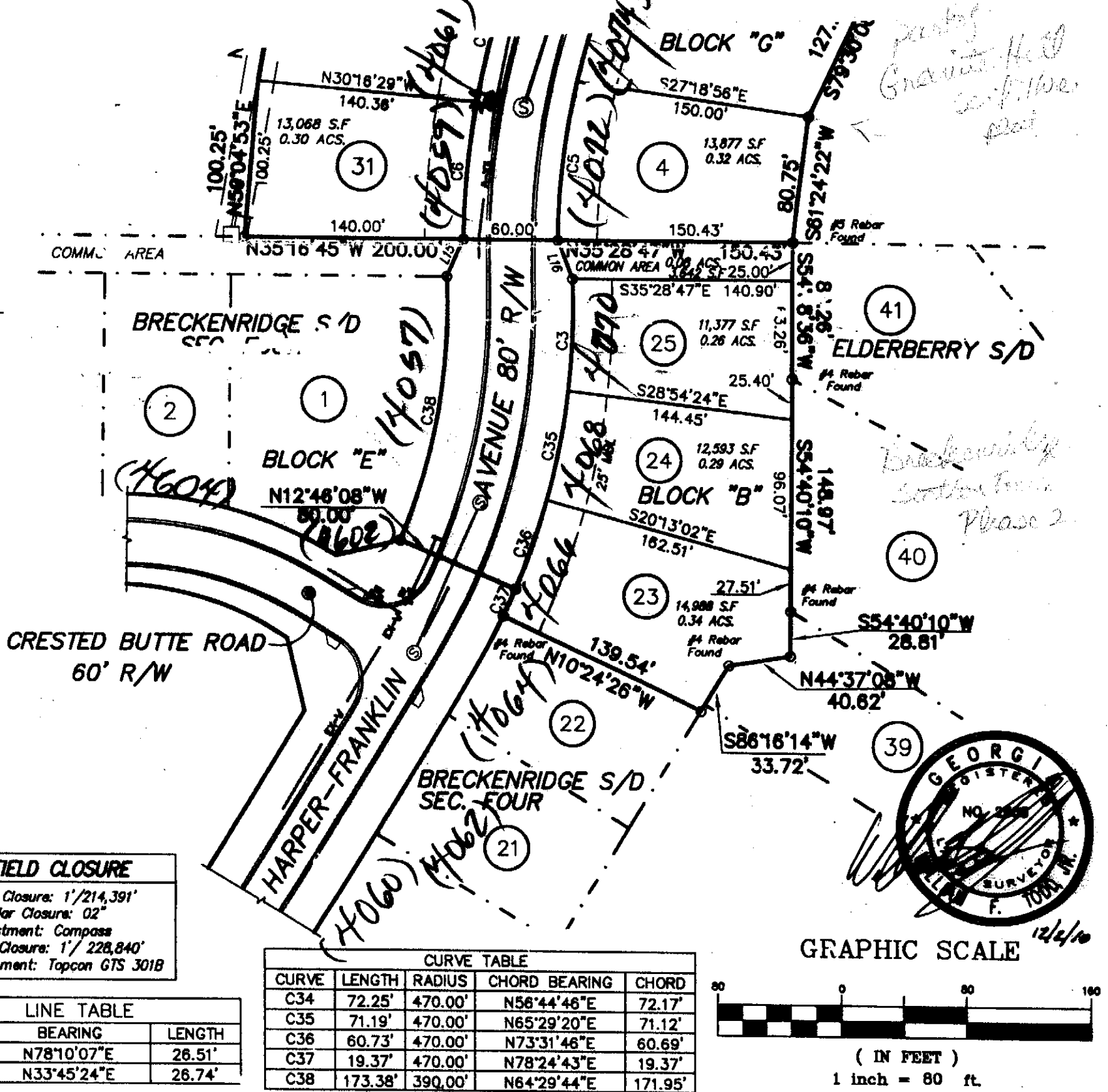
NOTES

- 1.) 1/2" x 24" REBARS SET AT ALL NEW PROPERTY CORNERS AND ALL EXISTING PROPERTY CORNERS ARE AS SHOWN
- 2.) THERE SHALL BE A 25' MINIMUM BUILDING LINE ALONG THE FRONT OF ALL LOTS UNLESS OTHERWISE SHOWN.
- 3.) THERE SHALL BE A 5' EASEMENT ALONG EACH SIDE OF THE SIDE LOT LINES AND A 10' EASEMENT ALONG THE REAR OF ALL LOT LINES FOR DRAINAGE AND UTILITIES UNLESS OTHERWISE SHOWN.
- 4.) THERE SHALL BE A 5' EASEMENT ALONG THE FRONT OF ALL LOTS FOR UTILITY CORRIDOR, UNLESS OTHERWISE SHOWN.

APPROVED FINAL PLAT
 (Not Valid until signed)
 Augusta Commission
 Date Approved: Dec 21, 2010
 Chairperson: Mayor
 Clerk: Commission

PROJECT DATA	
TOTAL ACRES	1.38 Acs.
TOTAL NO. OF LOTS	3
MIN. LOT SIZE	11,377 S.F. 0.26 AC.
TAX PARCEL	087-1-008-08-0
ZONING	R-1C

THIS SECTION OF DEVELOPMENT IS NOT LOCATED WITHIN A 100 YEAR FLOOD ZONE
 PER FIRM MAP 130158 0055 B REVISED FEBRUARY 4, 1987, EFFECTIVE DATE 2/4/87 PLAT REFERENCE: DEED BOOK 1268, PAGE 848
 AND FIRM MAP 130158 0060 E REVISED MARCH 23, 1999, EFFECTIVE DATE 3/23/99 Attachment number 2 in Page 1 of 1



PLAT

PREPARED FOR:

CROWELL & CO., INC.
 924 STEVENS CREEK ROAD AUGUSTA, GEORGIA 30 17

SCALE: 1" = 80'

DESCRIPTION:

Lots 23,24, & 25, Blk "B", Breckenridge, Section Four, Phase 2
 AUGUSTA, RICHMOND COUNTY, GEORGIA

DATE: 11-04-2010

REV. DATE: 12-02-2010
 (Added flood note)

S-817

Southern Partners, Inc. Item # 3
 ENGINEERS - SURVEYORS - PLANNERS
 1233 AUGUSTA WEST PARKWAY AUGUSTA, GEORGIA 30906 (706) 855-8000

827

SP No. 24741-09
 RECPLAT/24741RP

STATE OF GEORGIA

Prepared by and Upon Recording
Return to:

COUNTY OF RICHMOND

DEED OF DEDICATION

(Roads)

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

WITNESSETH:

THAT the said Party of the First Part, for and in consideration of the sum of One Dollar (\$1.00) in cash to it in hand paid by the Party of the Second Part, the receipt of which is hereby acknowledged, at and/or before the sealing and delivery of these presents, and other good and valuable considerations, has granted, bargained, sold, released, conveyed and confirmed unto the said Party of the Second Part, its successors and assigns the following described property, to-wit:

All (that) (those) strip(s) or parcel(s) of land in Richmond County, Georgia, consisting of the street(s) and roadway(s) in that area known as BRECKENRIDGE, SECTION FOUR, PHASE 2 which is delineated on a plat prepared by Southern Partners, Inc. dated November 4, 2010 which plat is recorded in the Office of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Reel 7, Page 12, to which plat reference is made for a more complete and accurate description as to the metes, bounds and location of said property. As evidenced by its acceptance of this deed, the Grantee agrees to incorporate said street(s) and roadway(s) into its system of streets in Richmond County.

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

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

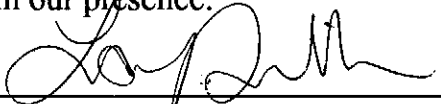
WHENEVER there shall be more than one grantor, the phrase "Party of the First Part" and all related pronouns, relative pronouns and verbs shall read as if written in the plural form, and when appropriate such phrase and related pronouns and relative pronouns shall be read as if written in the feminine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

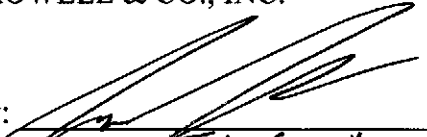
IN WITNESS WHEREOF, the said Party of the First Part has caused these presents to be executed the day and year first above written as the date of these presents.

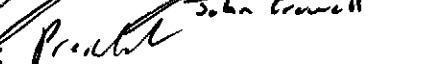
DEVELOPER:

CROWELL & CO., INC.

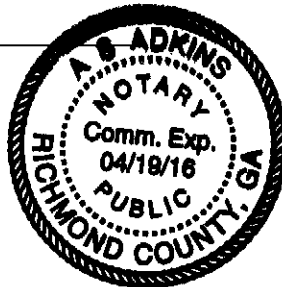
SIGNED, SEALED, AND DELIVERED
in our presence:


Witness

By: 

Its: 


Notary Public
My Commission Expires:
[NOTARY SEAL]



[CORPORATE SEAL]

Accepted by:

AUGUSTA, GEORGIA

By: _____
As Its Mayor

Attest: _____
Clerk

[SEAL]

STATE OF GEORGIA)
)
COUNTY OF RICHMOND)

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

THIS AGREEMENT, entered into this ____ day of _____, 20____, by and between Crowell & Co Inc. hereinafter referred to as "Developer," and AUGUSTA, GEORGIA, a political subdivision of the State of Georgia, acting by and through its Commission, hereinafter referred to as "Augusta."

WHEREAS, Developer requested that the Augusta, Georgia, Commission accept certain roads, storm drains and appurtenances for Breckenridge 4 Phase 2 as shown by deed contemporaneously tendered and recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Reel _____, page _____, and

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

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

(1) The City accepts the roads and appurtenances, storm drains and appurtenances, respectfully described in the deed contemporaneously tendered herewith to the Augusta, Georgia, Commission, recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Reel _____, page _____.

(2) The Developer agrees to maintain all the installations laid or installed in said subdivision as described in said deed for a period of eighteen months from the date herein.

(3) The Developer agrees that if during said eighteen month period there is a failure of the installations laid or installed in said subdivision described in the deed due to failure of material or poor workmanship, the Developer shall be responsible for adequate maintenance and repair.

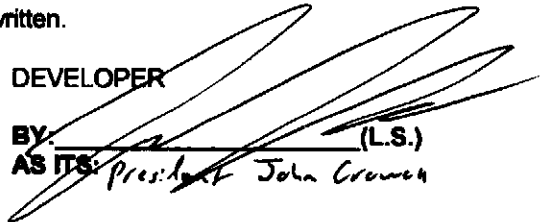
(4) In the event of such failure of the improvements, the City shall notify the Developer and set forth in writing the items in need of repair. The Developer shall present within fifteen business days its proposed plan of repair and shall have the repairs completed at a reasonable time, as determined by Augusta.

(5) In the event of an emergency, as determined by Augusta, the Developer is unable to respond in a timely manner, the City shall be authorized to erect barricades, traffic direction devices and such other temporary measures as are necessary to remedy the emergency nature of the problem at the Developer's expense and to allow the Developer time to make the needed repairs.

(6) In the event the Developer fails to comply with the terms of this agreement, then Augusta shall proceed to have the necessary corrective work done, and the Developer agrees to be responsible to Augusta for payment in full of costs of repairing the improvements due to failure of material or poor workmanship as liquidated damages.

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

DEVELOPER

BY:  (L.S.)
AS ITS: President John Crouch

AUGUSTA, GEORGIA
COMMISSION

_____(L.S.)
As Its Mayor

ATTEST:

Clerk of Commission

SUBDIVISION: Breckenridge, Section Four
Phase 2

RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

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

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

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

- (a) Points of beginning and ending:
Beginning at existing Harper Franklin Ave.
Extending approx. 215' NE
- (b) Length of road to nearest 1/100th mile:
0.04 mile
- (c) Width & type of road surface:
31' from back of curb to back of curb;
Type E asphalt
- (d) Right-of-Way:
80 foot

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

Adopted this _____ day of _____, 20____.

AUGUSTA, GEORGIA

BY: _____
As Its Mayor

Attest: _____

STATE OF GEORGIA

COUNTY OF RICHMOND

**DEED OF DEDICATION
AND EASEMENT DEED**

BRECKENRIDGE, SECTION 4, PHASE 2
[Water Distribution System and Gravity Sanitary Sewer System]

WHEREAS, CROWELL & CO., INC., a corporation established under the laws of the state of Georgia, hereinafter known as "**DEVELOPER**", owns a tract of land in Richmond County, Georgia, known as **BRECKENRIDGE, SECTION 4, PHASE 2**, and in the building of a housing subdivision on said tract, has laid out a water distribution system and gravity sanitary sewerage system, in said subdivision; and

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

WHEREAS, a Record Plat prepared by Southern Partners, Inc., dated December 2, 2010, and recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, in Plat Reel 7, Page 12, to which reference to both is hereby made for a more complete and accurate description as to the land herein described; and

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

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

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

WITNESSETH:

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

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

Together with all of the necessary rights of ingress and egress for the purpose of maintaining, expanding, repairing, adding, constructing, installing, extending, operating, replacing, laying and relaying pipelines carrying and transporting Augusta's utilities services; along with the further right to stretch communication lines, or other lines, for the use of **AUGUSTA**, its assigns, representatives, agents, and designees, upon or under said land, within said easement, with the necessary cables, wires, apparatus, fixtures and appliances; and with the right to assign this easement in whole or in part; and

DEVELOPER does further agree that when construction or maintenance is necessary, **AUGUSTA** may dig such trenches in said property, as may be necessary for the project; to pile and store thereon the material excavated, and to haul and store pipe, supplies and equipment connected with the construction and maintenance thereof, over, along, and across the said property, along with the free right of ingress and egress to and from said permanent easements for these purposes.

DEVELOPER also grants **AUGUSTA** the right, but not the duty, to clear and keep clear, all trees, undergrowth and other obstructions from said permanent easement, along with the right of free ingress and egress to and from said permanent easement for this purpose.

DEVELOPER further agrees that no trees or other vegetation that may interfere with the constructing, laying, relaying, replacing, installing, adding, expanding, extending, operating, repairing and maintaining of pipelines transporting and carrying utility services shall

be planted on said easement(s) and that no buildings, structures, or other permanent improvements shall be erected, constructed, or maintained thereon; and, if such prohibited trees, vegetation, buildings structures, or other permanent structures (hereinafter referred to as "obstructions") are placed, built, planted within said permanent easements, such action will be considered a violation of this agreement and Augusta shall have the absolute right to immediately remove, or have removed, such obstructions and shall bear no responsibility, or liability, for said obstruction's value.

TO HAVE AND TO HOLD said water distribution system and gravity sanitary sewerage system, together with all and singular, the rights, members, appurtenances thereof to the same being, belonging, or in anywise appertaining to the only proper use, benefit and behoof of **AUGUSTA**, its successors and assigns forever.

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

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

Signed, sealed and delivered in
the presence of

Witness

Notary Public

State of Georgia

County of Columbia

My Commission Expires: June 13, 2014

CROWELL & CO., INC.

By:

John Crowell

As Its: President

Attest:

As Its:

Secretary/Treasurer

ACCEPTED BY:

AUGUSTA, GEORGIA

By: _____
David S. Copenhaver
As its Mayor

Attest: _____
Clerk of Commission

(SEAL)

STATE OF GEORGIA
COUNTY OF RICHMOND

MAINTENANCE AGREEMENT
BRECKENRIDGE, SECTION 4, PHASE 2
(Water Distribution System and Gravity Sanitary Sewer Main)

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

WITNESSETH

WHEREAS, the **DEVELOPER** has requested that **AUGUSTA** accept the water distribution system and the gravity sanitary sewer main, for the subdivision known as BRECKENRIDGE, SECTION 4, PHASE 2, as shown by a Deed of Dedication, contemporaneously tendered and recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, with this document; and

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

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

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

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

(3) The **DEVELOPER** agrees that, if during said eighteen month period there is a failure of the installations laid or installed in said subdivision described in the Deed due to failure or poor workmanship, the **DEVELOPER** shall be responsible for adequate maintenance and repair.

(4) In the event of such failure of the improvements, **AUGUSTA** shall notify the **DEVELOPER** and set

forth in writing the items in need of repair. The **DEVELOPER** shall present, within fifteen business days of the date of said writing, its proposed plan of repair and shall have the repairs completed in a reasonable time, as determined by **AUGUSTA**.

(5) If, in the event of an emergency, as determined by **AUGUSTA**, the **DEVELOPER** is unable to respond in a timely manner, **AUGUSTA** shall be authorized to erect barricades, traffic direction devices and such other temporary measures as are necessary to remedy the emergency nature of the problem at the **DEVELOPER'S** expense and allow the **DEVELOPER** time to make the needed repairs.

(6) In the event the **DEVELOPER** fails to comply with the terms of this agreement, then the **CITY** shall proceed to have the necessary corrective work done, and the **DEVELOPER** agrees to be responsible to **AUGUSTA** for payment, in full, of the costs of repairing the improvements due to failure of material or poor workmanship as liquidated damages.

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

Signed, sealed and delivered in
the presence of

Witness

Notary Public

State of Georgia

County of Columbia

My Commission Expires: June 13, 2016

CROWELL & CO., INC.

By:

John Crowell

As Its: President

Attest:

As Its:

Secretary/Treasurer

ACCEPTED BY:
AUGUSTA, GEORGIA

By:

David S. Copenhaver
As its Mayor

Attest:

Clerk of Commission

(SEAL)



Engineering Services Committee Meeting
7/30/2012 1:00 PM
Environmental Services Fees for 2012

Department: Environmental Services

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

Background: Augusta Richmond County started solid waste collections through contract providers in approximately 2001. Since that time, the program has grown and evolved to offer most of Augusta solid waste collections services. In 2005 the commission approved a resolution, the "Resolution Defining a Unit of Service for Solid Waste Collections", which authorized the Director of Solid Waste to, "adjust annually all full and fractional service unit rates by an amount equal any increase in the CPI for the previous year". Since the end of 2005, the department has brought forward rate adjustments a total of three times out of the 6 years. The cost of services were \$276 in 2006; 2007, the cost changed to \$287; in 2008, costs were adjusted to \$296.50; in 2009 and in 2010 they were adjusted to \$302 which is the current rate as of today.

From a starting point of \$276 through our current fee of \$302 that is a total increase of \$26 dollars over 6 years. This equates to a current contract increase of 10.62% over 6 years, and if this were straight lined would be 1.77% per year. The consumer price index for the same period shows a total, non-compounded increase of 10.70%. Using these statistics shows that our cost of service has generally kept up with inflation over the life of the contract.

In the 2012 budget, the Environmental Services Department recommended a fee increase that would allow for a 6% increase in fees. We budgeted that fees would go to \$320.12 per year or \$26.68 per month. The reason for the increase was that the General Fund has added in a 3.5% franchise fee which the enterprise fund must now pay. This was the first year that such a fee would be paid for by the 542 enterprise fund. The remaining 2.5% was the estimated CPI increase which would keep us in line with inflation.

Analysis: The Environmental Services Department stands by its budget recommendation of a 6% increase to the fees, taking the monthly
Cover Memo
Item # 4

cost to the citizen to \$26.68 for services provided. This increase was approved in the budget process and it affords the General Fund a franchise fee of 3.5% from the enterprise fund. However, by the Resolution, authorizes the Director of Solid Waste to, "adjust annually all full and fractional service unit rates by an amount equal any increase in the CPI for the previous year". By this approval, the increase would be 2.8%, raising fees to 310.50, or a monthly fee of \$25.88. Understand that if we merely proceed with the 2.8% increase, the department will be taking a significant step backwards financially if it is required to pay the franchise fee.

Financial Impact:

The current budgets for both the General Fund and the 542 enterprise funds were build off the 6% increase. At the 6% budgeted increase, revenues go up by approximately \$926,414 with approximately \$680,500 of that going to the General Fund as a franchise fee. At the resolution allowed 2.8% revenues increase by \$432,326 and does not account for funds for the General Fund.

Alternatives:

1. Receive as information, and fees will be adjusted by the allowance under the Resolution, with limited money to pay the franchise fees to the General Fund, making the fee for 2012 be \$310.50. 2. Approve an increase of 3.5% plus 2.8% which is the franchise fee, plus the actual increase in the CPI index which would make the fee for 2012 be \$321.03.

Recommendation:

Approve the 6% increase allowing the general fund to charge a 3.5% franchise fee as approved in the budget making the fee for 2012 be \$320.12.

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

N/A

REVIEWED AND APPROVED BY:

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

[A to Z Index](#) | [FAQs](#) | [About BLS](#) | [Contact Us](#) | [Subscribe to E-mail Updates](#)
[Follow Us](#) | [What's New](#) | [Release Calendar](#) | [Site Map](#)
[Search BLS.gov](#)
[Home](#) | [Subject Areas](#) | [Databases & Tools](#) | [Publications](#) | [Economic Releases](#) | [Beta](#)

Databases, Tables & Calculators by Subject

 FONT SIZE: [A](#) [B](#) [C](#)

 Change Output Options: From: 2002 To: 2012 [GO](#)
☒ include graphs

[More Formatting Options](#)

Data extracted on: July 2, 2012 (10:28:19 AM)

Consumer Price Index - All Urban Consumers

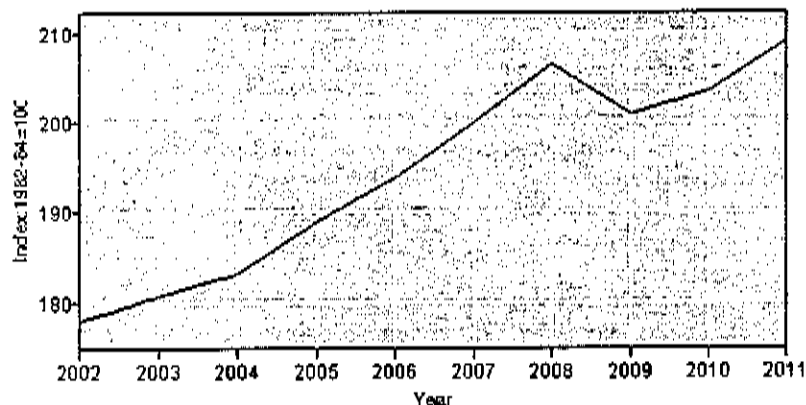
Series Id: CUURA319SA0, CUUSA319SA0

Not Seasonally Adjusted

Area: Atlanta, GA

Item: All items

Base Period: 1982-84=100


 Download: [Excel](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2002		176.1		178.6		179.1		179.7		179.4		177.3	178.2	177.6	178.9
2003		180.7		182.1		181.5		181.7		180.1		179.0	180.8	181.1	180.5
2004		180.8		182.3		185.7		184.1		183.9		183.2	183.2	182.4	183.9
2005		185.3		188.0		189.6		189.5		193.9		188.7	188.9	187.1	190.8
2006		189.8		193.9		196.0		197.3		192.7		194.8	193.8	192.6	195.0
2007		194.886		199.039		202.200		201.258		201.938		202.751	200.011	198.086	201.936
2008		204.166		206.371		212.032		211.404		206.388		196.961	206.454	206.746	206.162
2009		199.190		199.210		203.585		203.351		201.068		200.456	200.996	200.107	201.885
2010		202.646		204.014		204.725		204.511		202.913		202.519	203.468	203.438	203.498
2011		205.744		209.215		211.074		212.335		209.182		208.590	209.102	207.962	210.242
2012		210.600		212.895											

12-Month Percent Change

Series Id: CUURA319SA0, CUUSA319SA0

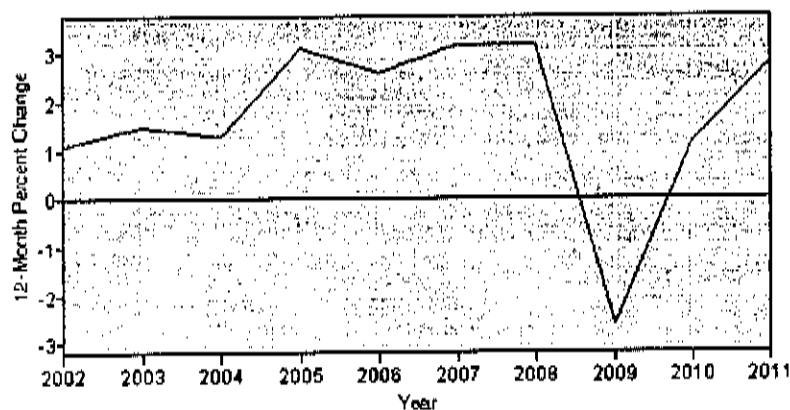
Not Seasonally Adjusted

Area: Atlanta, GA

Item: All items

Base Period: 1982-84=100

Item # 4



Download: .xls

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2002		0.5		1.1		0.7		1.6		1.5		1.4	1.1	0.9	1.4
2003		2.6		2.0		1.3		1.1		0.4		1.0	1.5	2.0	0.9
2004		0.1		0.1		2.3		1.3		2.1		2.3	1.3	0.7	1.9
2005		2.5		3.1		2.1		2.9		5.4		3.0	3.1	2.6	3.8
2006		2.4		3.1		3.4		4.1		-0.6		3.2	2.6	2.9	2.2
2007		2.7		2.7		3.2		2.0		4.8		4.1	3.2	2.8	3.6
2008		4.8		3.7		4.9		5.0		2.2		-2.9	3.2	4.4	2.1
2009		-2.4		-3.5		-4.0		-3.8		-2.6		1.8	-2.6	-3.2	-2.1
2010		1.7		2.4		0.6		0.6		0.9		1.0	1.2	1.7	0.8
2011		1.5		2.5		3.1		3.8		3.1		3.0	2.8	2.2	3.3
2012		2.4		1.8											

TOOLS

Areas at a Glance
Industries at a Glance
Economic Releases
Databases & Tables
Maps

CALCULATORS

Inflation
Location Quotient
Injury And Illness

HELP

Help & Tutorials
FAQs
Glossary
About BLS
Contact Us

INFO

What's New
Careers @ BLS
Find It! DOL
Join our Mailing Lists
Linking & Copyright Info

RESOURCES

Inspector General (OIG)
Budget and Performance
No Fear Act
USA.gov
Benefits.gov
Disability.gov

[Freedom of Information Act](#) | [Privacy & Security Statement](#) | [Disclaimers](#) | [Customer Survey](#) | [Important Web Site Notices](#)

U.S. Bureau of Labor Statistics | Postal Square Building, 2 Massachusetts Avenue, NE Washington, DC 20212-0001
www.bls.gov | Telephone: 1-202-691-5200 | TDD: 1-800-877-8339 | [Contact Us](#)



**Engineering Services Committee Meeting
7/30/2012 1:00 PM
Georgia Municipal Building Renovations and Modernization**

Department: Recreation, Parks and Facilities

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

Background: The design for the Municipal Building Renovations has progressed through the Design Narrative and Schematic Design phases and is ready to move into the Construction Document phase.

Analysis: Architects - Virgo Gambill Architects Construction Manager at Risk - Turner Construction Company.

Financial Impact: N/A

Alternatives: N/A

Recommendation: N/A

Funds are Available in the Following Accounts: N/A

REVIEWED AND APPROVED BY:

Finance.
Procurement.
Recreation & Parks
Finance.
Procurement.
Law.
Administrator.
Clerk of Commission



**Engineering Services Committee Meeting
7/30/2012 1:00 PM
Kelvin and Julie Deaton**

Department: Clerk of Commission

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

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:

July 21, 2012

Re: Previous conversation on July 18, 2012.

Lena Bonner,

This is our official request for a hearing at the July 30, 2012 meeting of the Engineering Dept.

It is in regard to the ongoing flooding of our home at 1722 Wrightsboro Road.

Some of the contacts we have made over the past seven years include Joe Crozier, Brian Richards, Beau Barnes, Barbara Roberts, Fred Russell, Mike Green, Dennis Stroud, Tony Williams, and numerous others.

Respectfully,

Kelvin & Julie Deaton
706-737-6804



**Engineering Services Committee Meeting
7/30/2012 1:00 PM
Minutes**

Department: Clerk of Commission

Caption: Motion to approve the minutes of the Engineering Services Committee held on June 11, 2012.

Background:

Analysis:

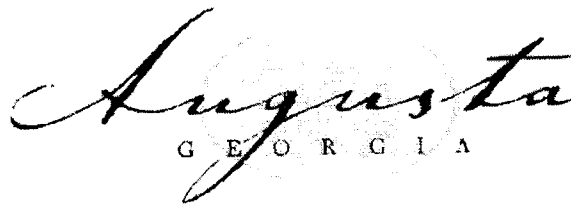
Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:



Engineering Services Committee Meeting Commission Chamber - 6/11/2012

ATTENDANCE:

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

ENGINEERING SERVICES

1. Approve recommendation to award contract for RFP 12-128, Janitorial Services for the Enviromental Services Department, to M&M Management Services, Inc. in the amount of \$34,488.92. **Item Action:** Approved

Motions

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

2. Approve entering into an agreement with The Augusta Beautification Program to provide landscape maintenance along Walton Way (SR 4) between 13th Street and 15th Street as requested by AED/Traffic Engineering. **Item Action:** Approved

Motions

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

3. Approve the deeds of dedication, maintenance agreements, and road resolution submitted by the Engineering and Augusta Utilities Departments for Exchange Lane, and Water and Sewer Installations for Savannah River Banking Company. **Item Action:** Approved

Motions

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

4. Motion to approve the minutes of the Engineering Services Committee meeting held on May 29, 2012. **Item Action:**
Approved

Motions

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

5. Motion to authorize the Finance and Utility departments to begin the process for refunding the Water and Sewerage Revenue Bonds Series 2002 in the approximate outstanding principal amount of \$98,875,000 and the issuance of up to \$40,000,000 of additional bonds for new water and sewer projects, all of such bonds to be issued through a competitive bid process with Murray, Barnes, Finister, LLP and McKenna Long & Aldridge, LLP serving as bond and disclosure counsel. **Item Action:**
Approved

Motions

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

6. Approve entering into a Mowing and Maintenance Agreement as well as an Indemnity Agreement with the Georgia Department of Transportation along Walton Way (SR 4) between 13th Street and 15th Street in conjunction with median landscaping project as requested by AED/TE. **Item Action:**
Approved

Motions

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

7. Consider Proposal from Westin Engineering to update ERP (Emergency Response Plan), COOP (Continuity of Operations Plan) and VA's (Vulnerability Assessments) for the Utilities Department. **Item Action:** Approved

Motions

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

8. Discuss a plan of action for vacant and abandoned lots and right-of-ways throughout the city. (Revenue stream) (Requested by Commissioner Johnson) **Item Action:** Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve receiving this item as information and refer it to a work session within the next 30 days for further discussion. Motion Passes 3-0.	Commissioner Corey Johnson	Commissioner Joe Jackson	Passes

www.augustaga.gov



Engineering Services Committee Meeting
7/30/2012 1:00 PM
On-Call Concrete and Emergency Services Contract

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

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

Background: Due to the increase in maintenance and emergency repairs to aging infrastructures and sidewalks within the county, AED has determined that supplementing engineering maintenance resources with the existing contract will be a practical approach to sustain much needed repairs, it will also allow AED to complete critical repairs in a timely manner to minimize public safety risks, damaged property and any associated potential hazard liabilities.

Analysis: On February 7, 2012, the Augusta Commission approved the On-Call Concrete Repair, Concrete Construction & Emergency Repair Contract to Horizon Construction, Larry McCord LLC, and SITEC LLC. Additional funds allocation to this contract is needed to help improve the current level of services.

Financial Impact: Funds are available in the amount of \$800,000 in Grading & Drainage, and \$200,000 in Sidewalk Rehab/Replacement, respectively to be transferred to the On-Call Concrete Construction Services Contract upon Commission approval.

Alternatives: 1) Approve \$1,000,000 to fund the current On-Call Concrete and Emergency Services Contract. Funding is available in the Grading & Drainage, and Sidewalk Rehab/Replacement Phase VI accounts respectively as requested by AED. 2) Do not approve requested fund allocation and accept extended delay in completion maintenance work and increase liability risk.

Recommendation: Approve Alternative Number One.

Funds are Available

Cover Memo

Item # 8

**in the Following
Accounts:**

Phase VI Grading & Drainage and Sidewalk Rehab/Replacement

REVIEWED AND APPROVED BY:

Finance.

Procurement.

Law.

Administrator.

Clerk of Commission

Augusta-Richmond County, Georgia

CPB#N/A

CAPITAL PROJECT BUDGET
On-Call Concrete Repair, Concrete Construction, and
Emergency Repair (Bid 11-159)

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 change is authorized to CPB#N/A. This request is to continue to fund the current contract services that include concrete repair, concrete construction, and emergency repair services. Funding is available in the Grading & Drainage (\$800,000) and Sidewalk Rehab/Replacement (\$200,000) Phase VI accounts respectively. Contract services to Horizon Construction, Larry McCord, LLC and Sitec, LLC.

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

Grading and Drainage	\$ 150,000
Sidewalks-Rehab-Replacement	\$ 150,000
Suburbah Forces-Resurfacing	\$ 150,000
Grading and Drainage	\$ 800,000
Sidewalks-Rehab-Replacement	\$ 200,000
	<u>\$ 1,450,000</u>

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

By Basin

Varies

By District

Varies

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#N/A

CAPITAL PROJECT BUDGET
On-Call Concrete Repair, Concrete Construction, and

Augusta-Richmond County, Georgia

CPB#N/A

CAPITAL PROJECT BUDGET
On-Call Concrete Repair, Concrete Construction, and

<u>SOURCE OF FUNDS</u>	<u>CPB AMOUNT</u> <u>CPB</u>	<u>CHANGE</u>	<u>CPB AMOUNT</u>
GRADING & DRAINAGE PHASE VI	(\$150,000)	(\$800,000)	(\$950,000)
SUBURBAN FORCES RESURFACING PHASE VI	(\$150,000)		(\$150,000)
SIDEWALKS-REHAB-REPLACEMENT	(\$150,000)	(\$200,000)	(\$350,000)
TOTAL SOURCES:	(\$450,000)	(\$1,000,000)	(\$1,450,000)
 <u>USE OF FUNDS</u>			
CONTINGENCY PHASE VI	\$450,000	\$1,000,000	\$1,450,000
TOTAL USES:	\$450,000	\$1,000,000	\$1,450,000



Office of the Administrator

Frederick L. Russell, Administrator
Tameka Allen, Deputy Administrator
William P. Shanahan, Deputy Administrator

Room 801 - Municipal Building
530 Greene Street - AUGUSTA, GA. 30901
(706) 821-2400 - FAX (706) 821-2819
www.augustaga.gov

February 7, 2012

Mr. Abie Ladson
Engineering Director
505 Telfair Street
Augusta, GA 30901

Dear Abie:

The Augusta-Richmond County Commission, at their regular meeting held on Tuesday, February 7, 2012 took action on the following items.

13. Approved entering into an agreement with The Gordon Highway Development Committee to provide landscape maintenance along Gordon Highway between North Leg Road and Sibley Road as requested by AED. (Approved by Engineering Services Committee January 30, 2012)
14. Approved and awarded the first three phases of the Design Consultant Services Agreement to Pond and Company on the Berckmans Road Widening, Realignment and Bridge Replacement Project. The first three phases will include: Concept Development in the amount of \$198,261.42; Database Preparation in the amount of \$138,123.00; and Environmental Documentation in the amount of \$15,066.80 (\$351,451.22 total). Project to be funded from SPLOST Phase VI as requested by AED. (Approved by Engineering Services Committee January 30, 2012)
15. Approved Capital Project Budget Change Number One and Change Order One for the tunneling construction to replace 150 feet of direct jack and bore of 78 inch class III R.C.P., and 100 feet direct jack and bore of 42 inch class III R.C.P., resurfacing D'Antignac between R.A. Dent and Walton Way, and unforeseen subsurface construction in the amount of \$375,731.09 to Mabus Brothers Construction, Inc. for the D'Antignac Street Drainage Improvements project. Funding is available in SPLOST Phase V Fund account as requested by AED. (Approved by Engineering Services Committee January 30, 2012)
21. Approved entering into a Mowing and Maintenance agreement with the Georgia Department of Transportation along Gordon Highway between North Leg Road and Sibley Road in conjunction with median landscaping project as requested by AED. (Approved by Engineering Services Committee January 30, 2012)
22. Approved CPB #324-041110-201824041 Change Number One and Change Order One of the construction contract to SITEC, LLC in the amount of \$143,723.00 for the Goshen Lake South Drive Drainage Management Project, subject to receipt of signed change order and proper bonds as requested by AED. Funding is available in SPLOST Phase IV Fund balance account. (Approved by Engineering Services Committee January 30, 2012)
24. Approved award of the On-Call Concrete Repair, Concrete Construction & Emergency Repair Contract to Horizon Construction, Larry McCord LLC, and SITEC LLC, subject to receipt of signed contract and proper

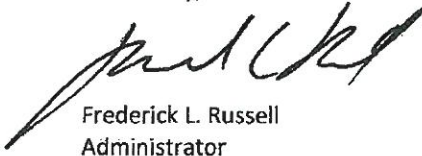
Mr. Abie Ladson
February 7, 2012
Page 2

bonds. Also approve \$450,000 to fund the proposed on-call concrete and emergency services. Funding is available in the Grading & Drainage, Sidewalk Rehab/Replacement and Suburban Forces Resurfacing Phase VI accounts respectively as requested by AED. (Approved by Engineering Services Committee January 30, 2012)

25. Approved award of the On-Call Tree Services Agreement to Big Dog Tree and Stump, Arbor Equity, and Southern Arbor Tree Care subject to receipt of signed contracts and proper bonds. Also approve \$1,000,000 to fund over the lifetime of SPLOST VI for the proposed On-Call Tree Services. Funding is available in SPLOST VI Tree Removal account as requested by AED. (Approved by Engineering Services Committee January 30, 2012)
28. Approved CPB #324-041110-201824021, Change Number One and Change Order One in the amount of \$27,868.14 for the Wakefield Court Pipe Replacement project contracted with Blair Construction, Inc., subject to receipt of signed change order and proper bonds as requested by Augusta Engineering Department (AED). Funding is available in SPLOST Phase IV Fund balance account. (Approved by Engineering Services Committee January 30, 2012)

If you have any questions, please contact me.

Yours truly,



Frederick L. Russell
Administrator

02-07-12: #13 - #15, #21, #22, #24, #25, #28

cc: Ms. Donna Williams
Ms. Geri Sams



**Engineering Services Committee Meeting
7/30/2012 1:00 PM
Option for Easement**

Department: Law Department

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

Background: The property owner has agreed to convey a certain option for easement to Augusta, Georgia, for the East Augusta Roadway & Drainage Improvement Project.

Analysis: The purchase of the referenced property is necessary for the project.

Financial Impact: The costs necessary for this purchase will be covered under the project budget.

Alternatives: Deny the Motion

Recommendation: Approve the Motion

**Funds are Available
in the Following
Accounts:** 327041110-5411120 209812101-5411120

REVIEWED AND APPROVED BY:

**Finance.
Law.**

Cover Memo

Item # 9

**Administrator.
Clerk of Commission**

AUGUSTA, GEORGIA
OPTION FOR EASEMENT

GEORGIA, RICHMOND COUNTY

Received of Augusta, Georgia, the sum of one (\$1.00) dollar, the receipt whereof is hereby acknowledged, and in consideration of the benefits derived by me from the proposed project mentioned herein, I bind myself, my heirs, executors and assigns as follows:

If the said Augusta, Georgia, shall within 60 days after date hereof, pay me the sum of \$4,913.00, then the undersigned agrees to execute and deliver to Augusta, Georgia, easements to the land owned by the undersigned, which is shown reflected in color on the plat attached hereto and made a part hereof by reference, to be used for road and drainage purposes on the EAST AUGUSTA ROADWAY AND DRAINAGE IMPROVEMENT PROJECT, being Tax Map 061-4, Parcel 002, consisting of 0.42 acre (18,106.25 sq. ft.) of permanent drainage, utility and maintenance easement, more or less, and 7,710.38 sq. ft. of temporary construction easement, more or less, on project EAST AUGUSTA ROADWAY AND DRAINAGE IMPROVEMENT.

*****SPECIAL PROVISION*****

The said parcel of land as above indicated is shown upon plans on file in the office of Augusta Engineering Department, Augusta, Georgia, said plans being identified as EAST AUGUSTA ROADWAY AND DRAINAGE IMPROVEMENT PROJECT.

Witness my hand and seal this 22 day of May, 20 12.

Signed, Sealed and Delivered
in the presence of:



Unofficial Witness

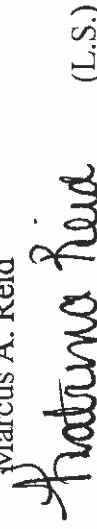


Marcus A. Reid

(L.S.)



NOTARY PUBLIC



Katrina Reid

(L.S.)

Spine 4/13/2015

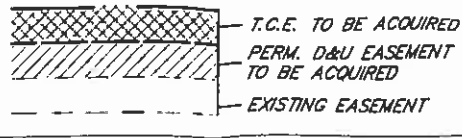
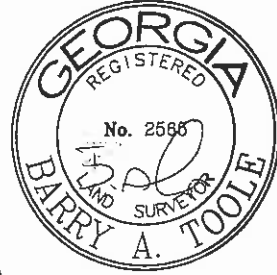
Accepted by:
AUGUSTA, GEORGIA

Administrator

DATE

Tax Map 061-4, Parcel 002

INITIALS _____ Item # 9

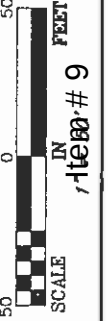


REVISED 08/15/11 - NEW TCE, 4,5,6
REVISED 08/19/11 - CORRECT PARCEL

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

PROPERTIES INFORMATION:

OWNER	TAX MAP	PARCEL	T.C.E. TO BE ACQUIRED	PERM. D&U EASEMENT TO BE ACQUIRED
REID MARCUS A	61-4	002	7,710.38 SF - 0.18 AC	18106.25 SF - 0.42 AC
REID MARCUS A	61-4	002.1	3,825.53 SF - 0.09 AC	34,780.33 SF - 0.80 AC
FREEMAN ROBERT	61-4	008	288.36 sf - 0.01 ac	N/A
SEARLES PEGGY	61-4	011	158.52 SF - 0.004 AC	N/A
MOON CURTIS GENE	61-4	012	666.69 SF - 0.02 AC	N/A
ASHMORE ISIAH	61-4	005	315.21 SF - 0.007 AC	N/A
DIXON CLARISE	61-4	006	315.20 SF - 0.007 AC	N/A
MADAUS SCOTT	61-4	007	288.35 SF - 0.07 AC	N/A



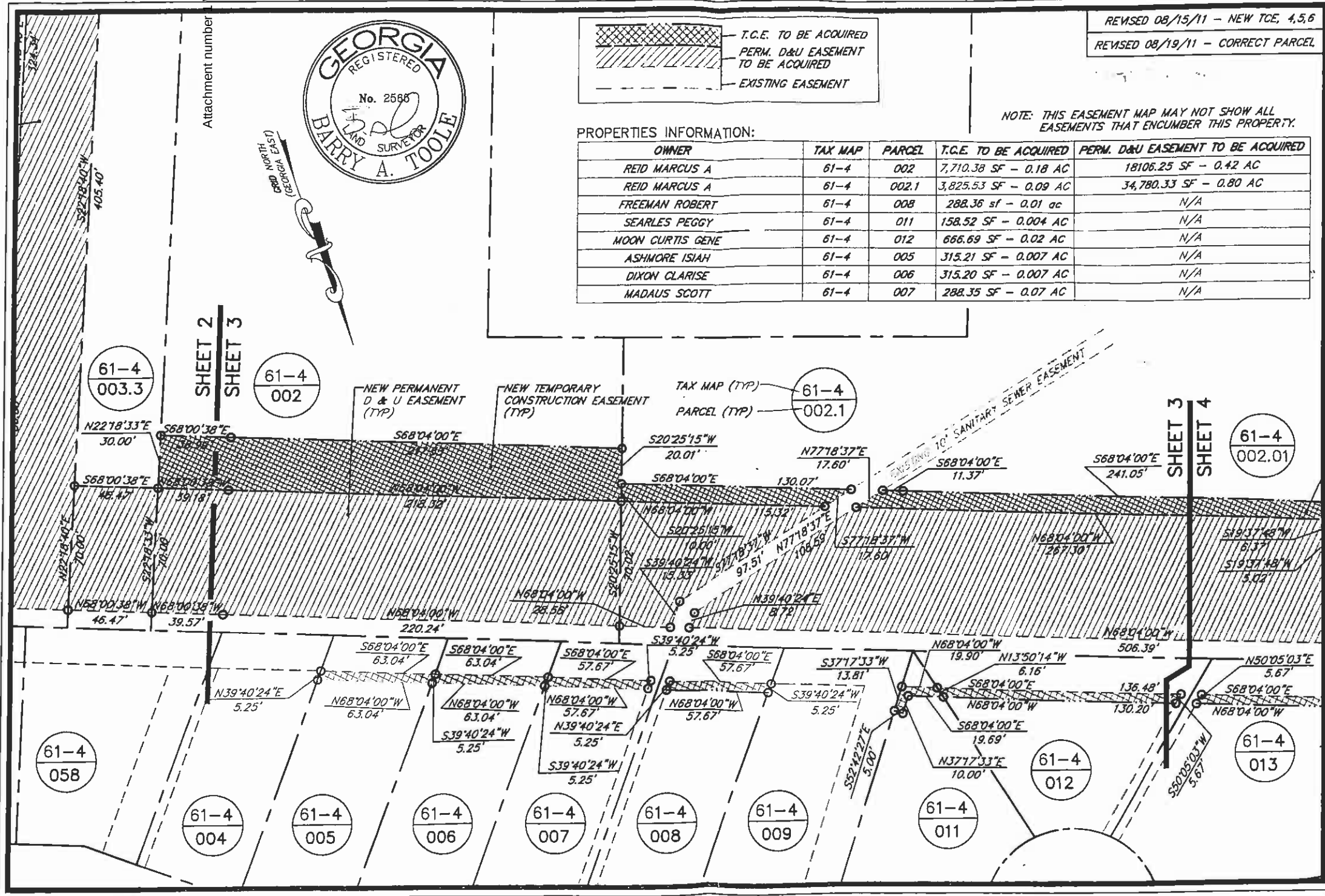
JULY 20, 2011

- COMPILED EASEMENT MAP FOR -
AUGUSTA-RICHMOND
COUNTY COMMISSION

RICHMOND COUNTY, GEORGIA

WR Toole Engineers, Inc.
1005 Broad St. • Augusta, Ga. 30601 • 706.722.4114 • www.wrtoole.com
Engineers • Consultants • Planners

SHEET 3 of 6 JOB NO. 09006 09006B_Easements.dwg





**Engineering Services Committee Meeting
7/30/2012 1:00 PM
Option for Easement**

Department: Law

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

Background: The property owner has agreed to convey a certain option for easement to Augusta, Georgia, for the East Augusta Roadway & Drainage Improvement Project.

Analysis: The purchase of the referenced property is necessary for the project.

Financial Impact: The costs necessary for this purchase will be covered under the project budget.

Alternatives: Deny the Motion

Recommendation: Approve the Motion

Funds are Available in the Following Accounts: 327041110-5411120 209812101-5411120

REVIEWED AND APPROVED BY:

**Finance.
Law.**

Cover Memo
Item # 10

**Administrator.
Clerk of Commission**

AUGUSTA, GEORGIA
OPTION FOR EASEMENT

GEORGIA, RICHMOND COUNTY

Received of Augusta, Georgia, the sum of one (\$1.00) dollar, the receipt whereof is hereby acknowledged, and in consideration of the benefits derived by me from the proposed project mentioned herein, I bind myself, my heirs, executors and assigns as follows:

If the said Augusta, Georgia, shall within 60 days after date hereof, pay me the sum of \$8,886.00, then the undersigned agrees to execute and deliver to Augusta, Georgia, easements to the land owned by the undersigned, which is shown reflected in color on the plat attached hereto and made a part hereof by reference, to be used for road and drainage purposes on the EAST AUGUSTA ROADWAY AND DRAINAGE IMPROVEMENT PROJECT, being Tax Map 061-4, Parcel 002-01, consisting of 0.80 acre (34,780.33 sq. ft.) of permanent drainage, utility and maintenance easement, more or less, and 3,825.53 sq. ft. of temporary construction easement, more or less, on project EAST AUGUSTA ROADWAY AND DRAINAGE IMPROVEMENT.

*****SPECIAL PROVISION*****

The said parcel of land as above indicated is shown upon plans on file in the office of Augusta Engineering Department, Augusta, Georgia, said plans being identified as EAST AUGUSTA ROADWAY AND DRAINAGE IMPROVEMENT PROJECT.

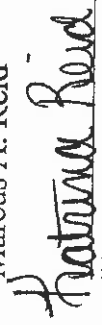
Witness my hand and seal this 22 day of May, 20 12.

Signed, Sealed and Delivered
in the presence of:


Unofficial Witness


Marcus A. Reid
(L.S.)


NOTARY PUBLIC
Expire 4/13/2015


Katrina Reid
(L.S.)

Accepted by:
AUGUSTA, GEORGIA

Administrator

DATE

Tax Map 061-4, Parcel 002-01

INITIALS _____
Item # 10



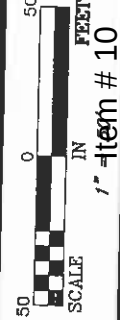
	T.C.E. TO BE ACQUIRED
	PERM. D&U EASEMENT TO BE ACQUIRED
	EXISTING EASEMENT

REVISED 08/15/11 - NEW TCE, 4,5,6
REVISED 08/19/11 - CORRECT PARCEL

PROPERTIES INFORMATION:

OWNER	TAX MAP	PARCEL	T.C.E. TO BE ACQUIRED	PERM. D&U EASEMENT TO BE ACQUIRED
REID MARCUS A	61-4	002	7,710.38 SF - 0.18 AC	18106.25 SF - 0.42 AC
REID MARCUS A	61-4	002.1	3,825.53 SF - 0.09 AC	34,780.33 SF - 0.80 AC
FREEMAN ROBERT	61-4	008	288.36 sf - 0.01 ac	N/A
SEARLES PEGGY	61-4	011	158.52 SF - 0.004 AC	N/A
MOON CURTIS GENE	61-4	012	666.69 SF - 0.02 AC	N/A
ASHMORE ISIAH	61-4	005	315.21 SF - 0.007 AC	N/A
DIXON CLARISE	61-4	006	315.20 SF - 0.007 AC	N/A
MADAUS SCOTT	61-4	007	288.35 SF - 0.07 AC	N/A

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



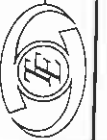
Item # 10
JULY 20, 2011

COMPILED EASEMENT MAP FOR -
AUGUSTA - RICHMOND
COUNTY COMMISSION

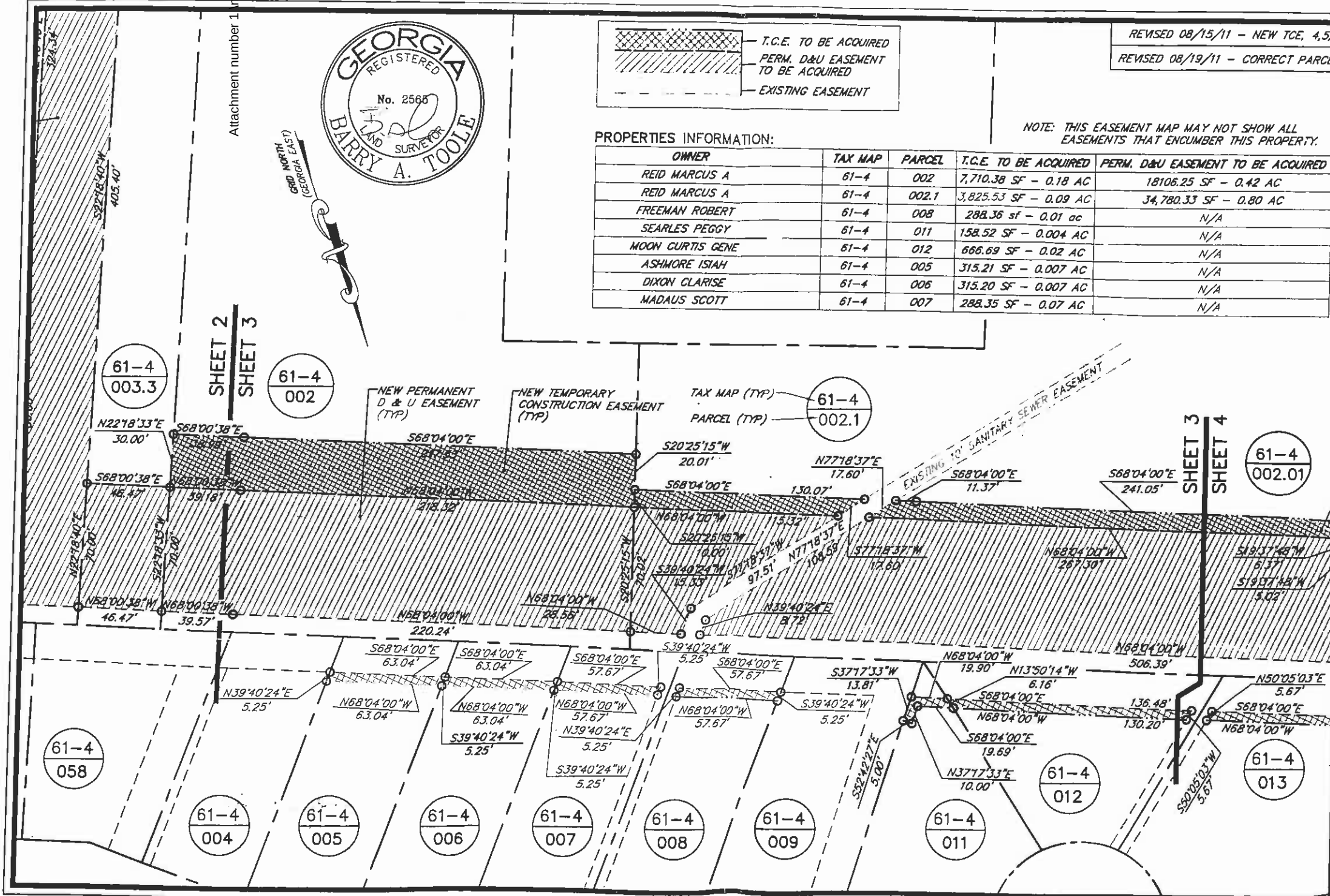
RICHMOND COUNTY, GEORGIA

PREPARED BY -
WR Toole Engineers, Inc.
1005 Broad St. • Augusta, Ga. 30901 • 706.722.4114 • www.wrtoole.com
Engineers • Consultants • Planners

JOB NO. 09006 09006B_Easements.dwg



SHEET 3 of 6





**Engineering Services Committee Meeting
7/30/2012 1:00 PM
Request for Marker Monument**

Department: Planning and Development

Caption: Motion to approve the placement of a monument commemorating the life and achievements of Montgomery Meigs, quartermaster general for the US Army during the Civil War.

Background: Place a monument in the median at approximately at 658 Broad Street (his birthplace) In front of either the Commerce Building or the old Chateau Restaurant building. To commemorate the life and achievements of Montgomery Meigs, quartermaster general for the US Army during the Civil War, an engineer and architect contributing to the expansion of the US Capital building, the Washington Aqueduct, the Cabin John Bridge and the Old Pension Office Building, both also located in Washington D.C. Meigs is also credited as the creator of Arlington National Cemetery. It was Meigs who suggested to Abraham Lincoln that Arlington would be an appropriate site for a national cemetery. He is buried there.

Analysis: The marker will be the standard double sided cast aluminum plaque, approximately 42" by 42" with the GA Historical Seal and commemorative language placed on an aluminum post.

Financial Impact: no cost to City

Alternatives: Allow placement or deny placement

Recommendation: Allow placement

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

REVIEWED AND APPROVED BY:

Cover Memo

Item # 11

Finance.
Law.
Administrator.
Clerk of Commission

APPLICATION FORM

PLACEMENT OF MONUMENT / MARKER ON PUBLIC PROPERTY

CITY OF AUGUSTA, GEORGIA

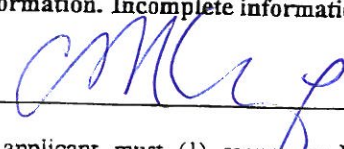
Applicant: Christy Crisp, Georgia Historical Society Phone: 912 651 2125Address: 501 Whitaker St., Savannah, GA 31401Contact Person: Christy Crisp Phone: _____

Address: _____

DESCRIPTION OF MONUMENT / MARKER: See attachedSIGNIFICANCE OF THE PERSON OR EVENT HONORED: See attachedPROPOSED LOCATION - IDENTIFY THREE LOCATIONS (Street Address or other Reference Point):☒ Preferred Location 600 Block of Broad St. South ~~side~~ of street in front of☐ Alternate Location #1 _____☐ Alternate Location #2 _____INFORMATION TO SUBMIT WITH APPLICATION:

1. Scaled drawings of the monument or marker with dimensions shown
2. List of materials for the monument or marker
3. Scaled drawing showing approximate location on public property
4. Representative photographs of the proposed location
5. Estimate of the time and equipment needed to erect the monument or marker

Please submit all of the required information. Incomplete information will delay review of the application.

SIGNATURE OF APPLICANT: 

NOTE: If application is approved, applicant must (1) secure an Encroachment Permit from the Public Works and Engineering Department before erecting the monument or marker, and (2) enter into a Perpetual Maintenance Agreement with the City of Augusta. The City of Augusta reserves the right to remove any monument or marker not properly maintained or repaired.

DATE RECEIVED: 6-6-12 DATE REVIEWED: _____

APPLICATION # _____ APPROVED _____ DENIED _____

Application Form
Placement of Monument / Marker on Public Property
City of Augusta, Georgia

Applicant: The Georgia Historical Society **Phone:** 912 651 2125 x 117
Address: 501 Whitaker Street, Savannah, GA 31401
Contact Person: Christy Crisp

Description of Marker: Georgia Historical Marker placed Commemorating the life and achievements of Montgomery Meigs. This marker is part of the State of Georgia's Civil War anniversary commemoration. The preferred location of the proposed marker will be at the site of his birth home; approx.. 658 Broad Street

Significance of the person honored: Born in Augusta, Meigs became the quartermaster general for the US army during the Civil War. Meigs created Arlington National Cemetery. See attached for more information.

Montgomery C. Meigs, (born May 3, 1816, Augusta, Ga., U.S.—died Jan. 2, 1892, Washington, D.C.), U.S. engineer and architect, who, as quartermaster general of the Union Army during the American Civil War, was responsible for the purchase and distribution of vital supplies to Union troops. In the years before and after the war, he supervised the construction of numerous buildings and public works projects in the Washington, D.C., area.

After graduation from the University of Pennsylvania (1831) and the U.S. Military Academy (1836), Meigs was assigned to the Army corps of engineers. In this capacity he supervised several important government projects, including the construction of the wings and dome of the Capitol and the expansion of the General Post Office building. His most substantial contribution, however, was the Washington Aqueduct, which extended 12 miles (19 kilometres) from the Great Falls on the Potomac to a distribution reservoir west of Georgetown. His Cabin John Bridge (1852–60), designed to carry Washington's main water supply and vehicular traffic, is an engineering masterpiece. Until the 20th century it was, at 220 feet, the longest single masonry arch in the world. As quartermaster general of the Union Army (1861–82), Meigs efficiently oversaw the disbursement of as much as \$15,000,000,000 for the provisioning of troops during the Civil War. He also personally commanded the supplying of the armies of Grant and Sherman during several important campaigns in 1864 and early 1865.

Meigs's best known architectural work in Washington, D.C.—undertaken after his official retirement—is the Old Pension Office Building (1883). The exterior is decorated with a terracotta frieze in low relief depicting Union forces in battle. The building's enormous hall was used for the inaugural festivities of presidents Cleveland, Harrison, McKinley, Roosevelt, and Taft.

It was Meigs who suggested to Abraham Lincoln that Arlington would be an appropriate site for a national cemetery. Meigs himself is buried there.

Proposed Locations:

☐ **Preferred Location:** 600 block of Broad in front of either the Commerce Building or the old Chateau Restaurant building.

Signature of Applicant:



the Southwell Co.
 P.O. box 299 san antonio, tx 78291
 (210) 223-1831 fax (210) 223-8517

approved (no corrections)
approved as noted
revise and resubmit
signed by: date:

PLEASE SIGN AND RETURN ONE (1) COPY.
FAILURE TO SIGN THIS PROOF WILL RESULT
IN RESUBMITTAL FOR YOUR SIGNATURE.

Thank You

CUSTOMER:

THE GEORGIA HISTORICAL SOCIETY
 501 WHITAKER STREET
 SAVANNAH, GA 31499 ATTN: WILL HANLEY

SHIP TO:

PLEASE PROVIDE

CAST ALUMINUM PLAQUE

42" W X 38-1/2" H

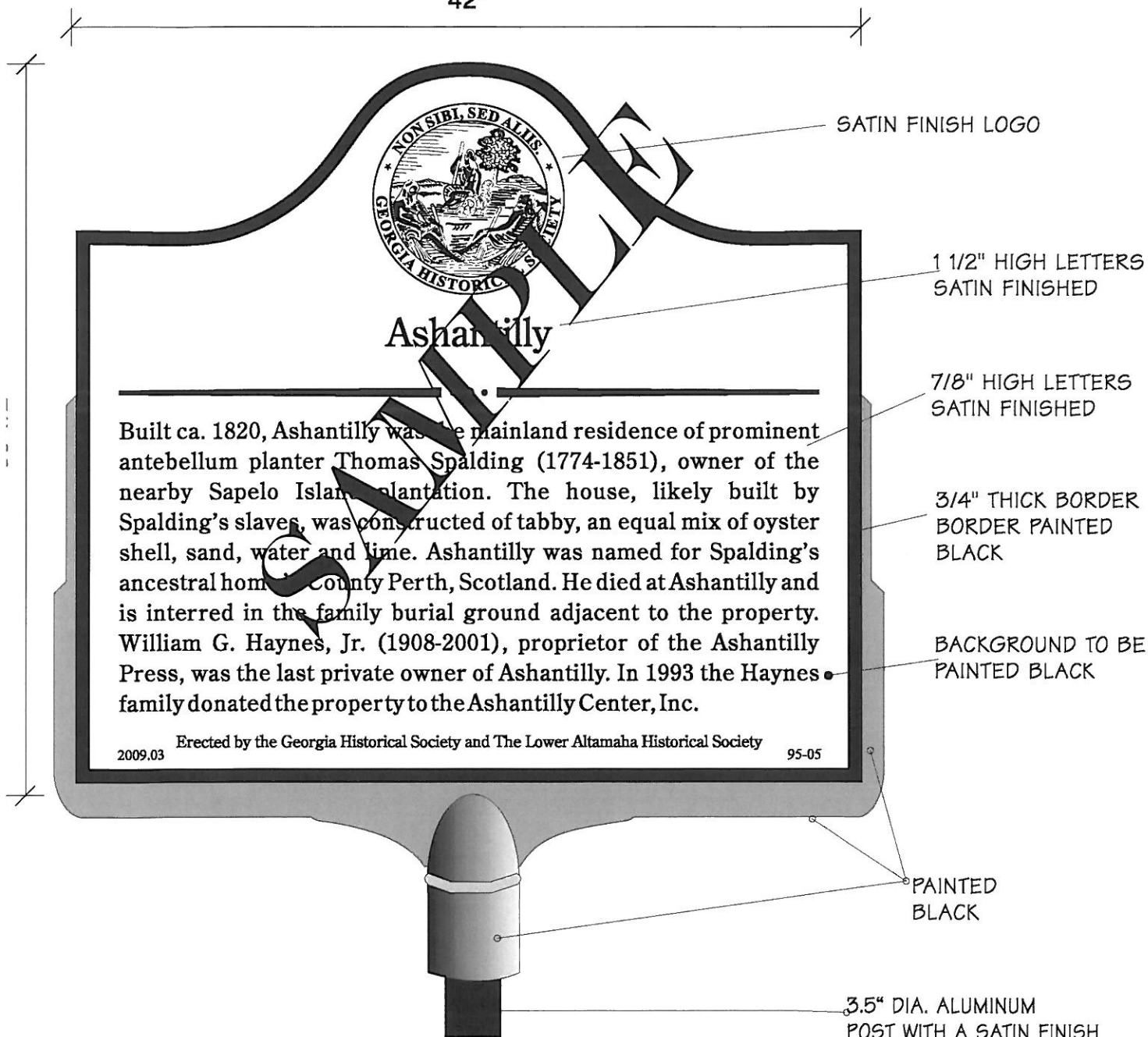
SCALE: 1/8" = 1"



YOU ARE THE FINAL PROOF-READER



42"



○ DOUBLE SIDED MARKER

○ LETTERS ARE SATIN FINISH

PATTERN COUNT:

30 X 42

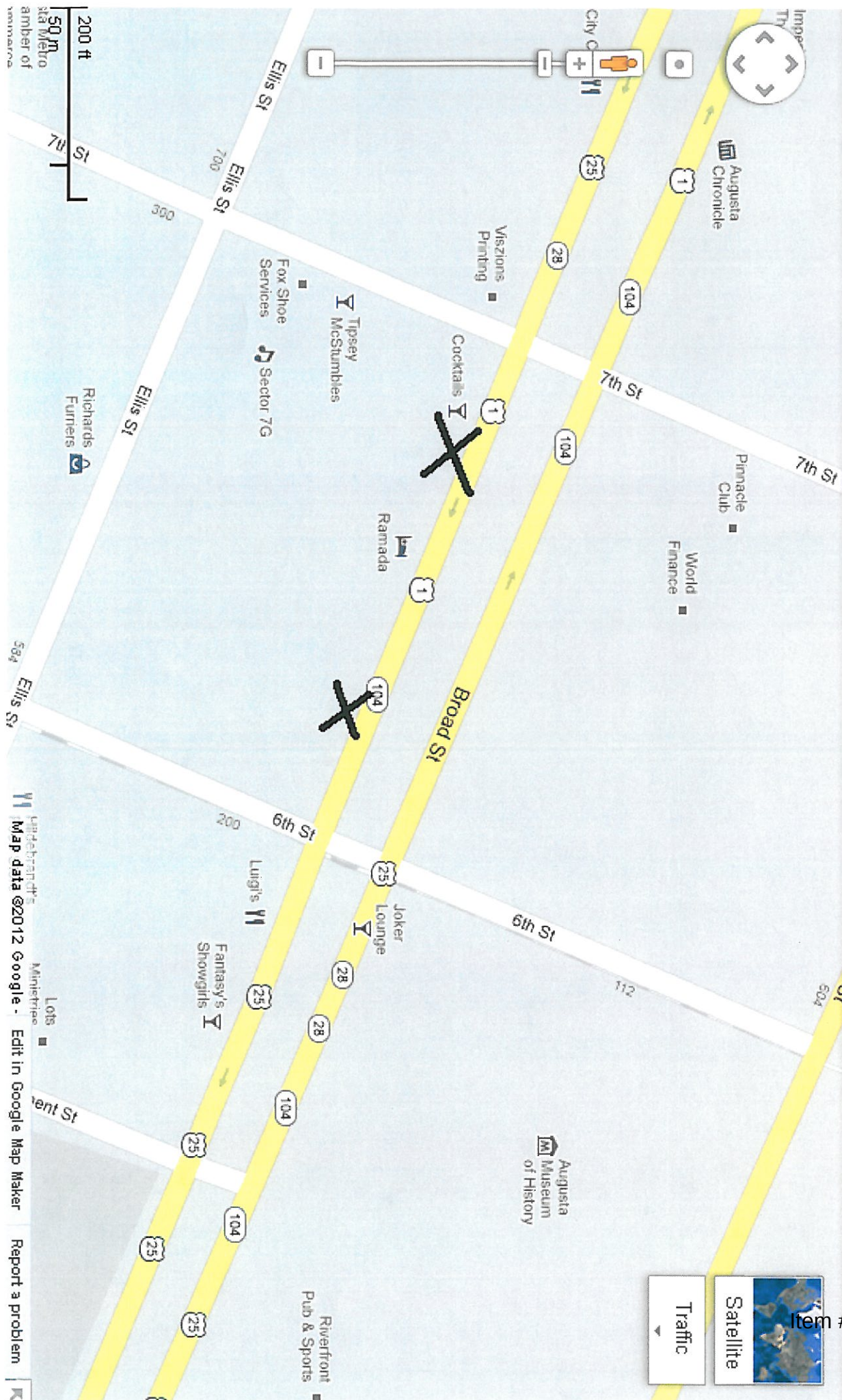
5/8"	1"	1 1/2"	2"
20 62	13 41	11 31	8 25

LETTER HEIGHT

TYPICAL COUNT



Item # 11





Item # 11

APPLICATION PROCEDURE
PLACEMENT OF MONUMENT / MARKER ON PUBLIC PROPERTY
CITY OF AUGUSTA, GEORGIA

APPLICATION REQUIREMENTS: Each application for Placement of a Monument / Marker on Public Property shall be filed with the City Administrator, City of Augusta, 530 Greene Street, Room 801, Augusta, Georgia, 30911. A complete application includes the following items.

1. A completed application form (attached)
2. All required supporting information (see application form)
3. Application Fee of \$ 50.00 payable to the City of Augusta*

APPLICATION REVIEW PROCESS: The basic steps in the application process are as follows –

1. Application submitted to City Administrator
2. Ad Hoc Committee, consisting of representatives from the Administrator's Office, Public Works and Engineering Department, and Augusta-Richmond County Planning Commission, review's application for completeness.
3. Public notified of time, date and location of public hearing on the application.
4. Public Hearing held to afford the public and other interested parties an opportunity to comment on the application.
5. Ad Hoc Committee meets to review results of the Public Hearing and make a written recommendation to the Augusta Commission.
6. Augusta Commission makes final decision on the application.

*Note: Applicant is also responsible for paying for all expenses related to advertising the public hearing on the application.



Savannah
 501 WHITAKER STREET
 SAVANNAH, GA 31401
tel: 912.651.2125
fax: 912.651.2831

Atlanta
 260 14TH STREET, N.W., SUITE A-148
 ATLANTA, GA 30318
tel: 404.382.5410
fax: 404.671.8570

BOARD OF CURATORS

Officers

BILL JONES III, *Chairman*
 ROBERT L. BROWN, JR., *Vice Chairman*
 JOHN C. HELMKEN II, *Treasurer*
 SHELL H. KNOX, *Secretary*

Board

JAMES H. BLANCHARD, *Ex-officio*
 DOLLY CHISHOLM, *Ex-officio*
 ARCHIE H. DAVIS
 VINCENT J. DOOLEY
 REED DULANY III
 S. TAYLOR GLOVER
 THOMAS D. HILLS
 THOMAS M. HOLDER
 PHIL JACOBS, *Ex-officio*
 ROBERT S. JEPSON, JR.
 JOHN F. McMULLAN
 JACKIE E. MONTAG
 SAM NUNN, *Honorary*
 MARK V. SMITH
 MICHAEL THURMOND
 WILLIAM J. TODD
 JOHN A. WALLACE, *Ex-officio*

Chairmen Emeriti

KAY T. HIGHTOWER
 DON KOLE
 HOWARD J. MORRISON, JR.
 GRACIE GREER PHILLIPS
 LISA L. WHITE

President and CEO

W. TODD GROCE, PH.D

Estimate of Time and Equipment needed to erect marker

The Georgia Historical Society would like to request assistance from the City of Augusta in this regard.

Birthplace of Montgomery C. Meigs

One of two native Georgians who served as generals in the U.S. Army during the Civil War, Montgomery C. Meigs was born here on May 3, 1816, grandson of a University of Georgia president.

After graduating from West Point, he oversaw construction of some of Washington D.C.'s greatest engineering feats, including the U.S. Capitol dome. Meigs became Quartermaster General of the U.S. Army in 1861, coordinating the massive supply effort throughout the Civil War, and continuing in that position until he retired in 1882. His organizational genius created an efficient war machine that helped destroy the Confederacy. In 1864, Meigs ordered that Arlington, the confiscated plantation of Robert E. Lee's wife, be used for military burials, creating the nation's premier national cemetery. Meigs was buried there when he died Jan. 2, 1892.

Erected for the Civil War 150 commemoration by the Georgia Historical Society, the Georgia Department of Economic Development, and the Georgia Battlefields Association



**Engineering Services Committee Meeting
7/30/2012 1:00 PM
Willhaven Subdivision, Phase III, Section I**

Department:	Engineering-Abie L. Ladson, P.E., CPESC, Director
Caption:	Approve the deeds of dedication, maintenance agreements, and road resolution submitted by the Engineering and Augusta Utilities Departments for Willhaven Subdivision, Phase III, Section I.
Background:	The final plat for Willhaven Subdivision, Phase III, Section I was approved by the Commission on September 20, 2011. The subdivision design and plat for this section, including the storm drain system, have been reviewed and accepted by our engineering staff and the construction has been reviewed by our inspectors. The Utilities Department has inspected and reviewed the water and sanitary sewer installations, and hereby requests acceptance of the utility deed.
Analysis:	This section meets all codes, ordinances and standards. There are no wetlands or 100-year flood plain boundaries involved in this section. Acceptance of said utility deed shall dedicate, as required, the water and sanitary sewer mains along with the applicable easements to Augusta, Georgia for operation and maintenance.
Financial Impact:	By accepting these roads and storm drainage installations into the County system and after the 18-month maintenance warranty by the developer/contractor for the roads and storm drainage has expired, all future maintenance and associated costs will be borne by Augusta, Georgia. By acceptance of the utility deeds and maintenance agreements, all future maintenance and associated costs for water and sanitary sewer installations will be borne by Augusta, Georgia, and positive revenue will be generated from the sale of water and sanitary sewer taps and monthly billing of same.
Alternatives:	1. Approve the deeds of dedication, maintenance agreements, and road resolutions submitted by the Engineering and Augusta Utilities Departments for Willhaven Subdivision, Phase III, Section I. 2. Do not approve and risk litigation.

Recommendation: Approve Alternative Number One.

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

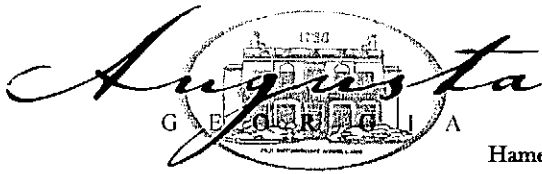
REVIEWED AND APPROVED BY:

Finance.

Law.

Administrator.

Clerk of Commission



ENGINEERING DEPARTMENT

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

Plan & Review Section Manager
 Richard A. Holliday, Lead Design Engineer

MEMORANDUM

To: George Patty
 Director Planning and Zoning

From: Richard A. Holliday, Lead Design Engineer

Date: March 13, 2012

Subject: Certificate of Completion
 Dedication of Willhaven Phase 3 Section 1
 File reference: 2010 – 05 (A)

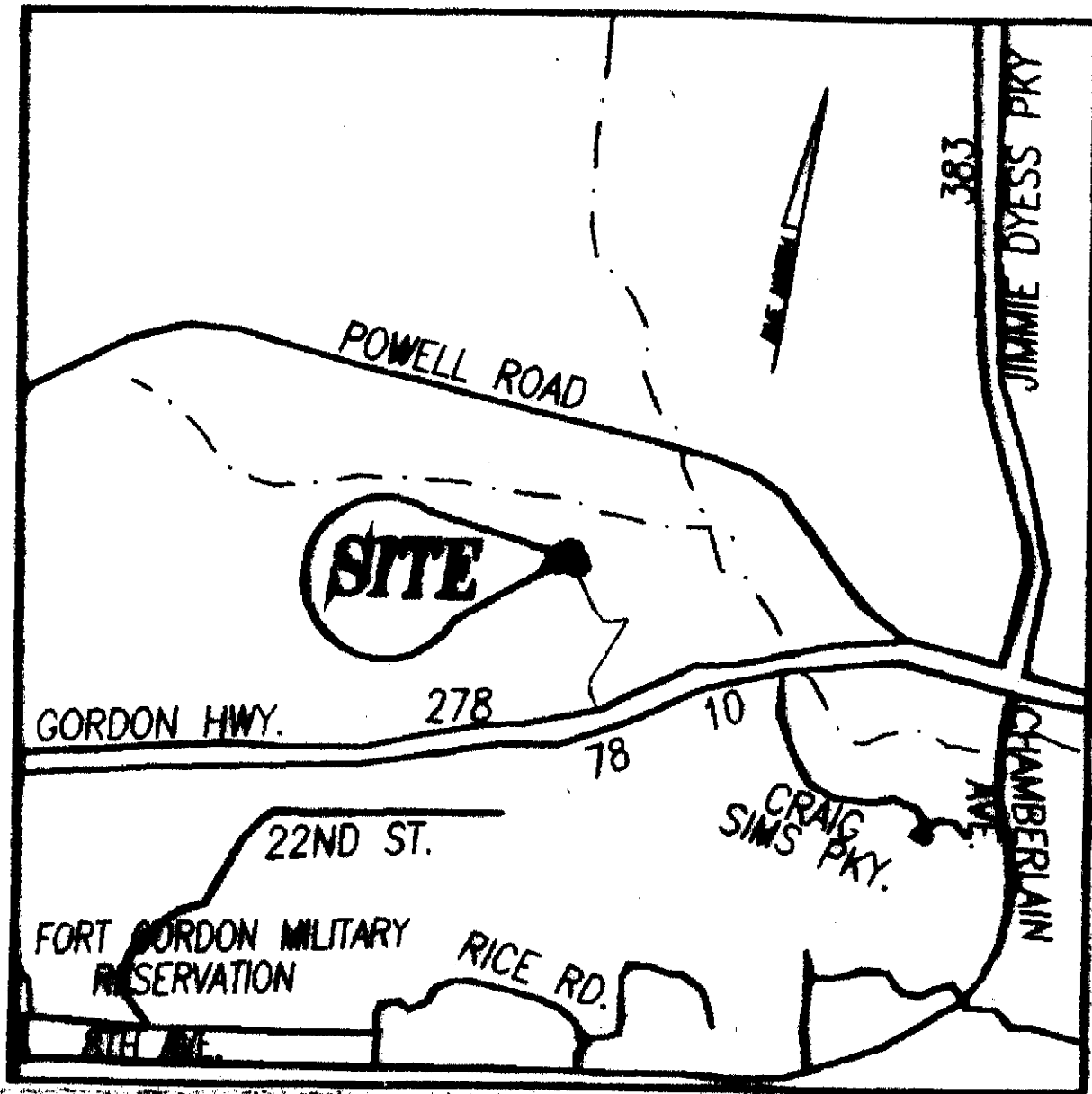
As required by Development Guideline Document 3, Article II – Section 202 of Augusta, Georgia Municipal Code, you are hereby advised, based upon site observation that this project consisting of roadway and storm drainage construction appears to be in compliance with all standards and specifications set forth in said documents. Therefore, the names of all streets and drainage related structures in subject development are hereby recommended for acceptance into the City of Augusta infrastructure system.

Thank you for your assistance on this matter. Please call if you have any questions or need additional information, 706-821-1706.

RAH

Attachment

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



LOCATION SKETCH NTS

STATE OF GEORGIA)
)
 COUNTY OF RICHMOND)

DEED OF DEDICATION

THIS INDENTURE, made and entered into this ____ day of _____, 2012, by and between **BRENT WILLHAVEN, LLC**, a Georgia limited liability company, hereinafter referred to as the Party of the FIRST PART, and **AUGUSTA, GEORGIA**, a political subdivision of the State of Georgia, acting by and through the Augusta Commission, hereinafter referred to as the Party of the SECOND PART.

WITNESSETH:

THAT the said Party of the FIRST PART, for and in consideration of the sum of One Dollar (\$1.00) in cash to it in hand paid by the Party of the SECOND PART, the receipt of which is hereby acknowledged, at and/or before the sealing and delivery of these presents, and other good and valuable considerations, has granted, bargained, sold, released, conveyed and confirmed and by these presents does grant, bargain, sell, release, convey and confirm unto the said Party of the SECOND PART, its successors and assigns, the following described property, to-wit:

All right, title and interest of the parties of the FIRST PART in and to the storm sewerage system as the same are now located and existing as shown and delineated on a plat of Willhaven, Phase III, Section 1, as prepared by John F. Brewer, GA RLS, of John Brewer & Associates, dated April 27, 2011, revised September 9, 2011, as recorded in the Office of the Clerk of Superior Court of Richmond County, Georgia, in Plat Cabinet ___, Slide ___, Plat ___ and in Book 7, Pages 167; reference being hereby made to said plat for a more complete and accurate description as to the metes, courses, bounds, dimensions and location of said property.

TOGETHER with all of the necessary rights of ingress and egress for the purpose of maintaining the described storm sewerage system.

TOGETHER WITH:

All that lot or parcel of land shown and designated as "HUNTCLIFFE DRIVE - 60' R/W; and WAVERLY LANE - 60' R/W; and THEODORE STREET -60' R/W on that certain plat of Willhaven, Phase III, Section 1, as prepared by John F. Brewer, GA RLS , John Brewer & Associates, dated April 27, 2011, revised September 9, 2011, as recorded in the Office of the Clerk of Superior Court of Richmond County, Georgia, in Plat Cabinet ___, Slide ___, Plat ___ and in Book ___, Pages ___, reference being hereby made to said plat for a more complete and accurate description as to the metes, courses, bounds, dimensions and location of said property.

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

TO HAVE AND TO HOLD SAID roads, easements and storm sewerage system, together with all and singular, the rights, members and appurtenances thereof to the same being, belonging or in anywise appertaining to the only proper use, benefit and behoof of the said party of the SECOND PART, its successors and assigns, forever in FEE SIMPLE.

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

SIGNED, SEALED AND DELIVERED
in our presence:

Peggy Costales
Witness
Donna H. Black
Notary Public, Georgia

BRENT WILLHAVEN, LLC

By: Brent (Seal)
As its: Member



ACCEPTED BY:

AUGUSTA, GEORGIA

By: _____
Its: Mayor

Attest: _____
Its: Clerk of Commission
(SEAL)

STATE OF GEORGIA
COUNTY OF RICHMOND

MAINTENANCE AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 2011, by and between Brent Willhaven, LLC, hereinafter referred to as "Developer," and AUGUSTA, GEORGIA, a political subdivision of the State of Georgia, acting by and through its Commission, hereinafter referred to as "Augusta,"

WHEREAS, the Developer requested that the Augusta, Georgia, Commission accept certain roads, storm drains and appurtenances for Willhaven Subdivision, Phase III, Section I, as shown by deed contemporaneously tendered and recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Reel _____, page _____, and

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

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

(1) The City accepts the roads and appurtenances, respectfully described in the deed contemporaneously tendered herewith to the Augusta, Georgia, Commission, recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Reel _____, page _____.

(2) The Developer agrees to maintain all the installations laid or installed in said subdivision as described in said deed for a period of eighteen months from the date herein.

(3) The Developer agrees that if during said eighteen month period there is a failure of the installations laid or installed in said subdivision described in the deed due to failure of material or poor workmanship, the Developer shall be responsible for adequate maintenance and repair.

(4) In the event of such failure of the improvements, the City shall notify the Developer and set forth in writing the items in need of repair. The Developer shall present within fifteen business days its proposed plan of repair and shall have the repairs completed at a reasonable time, as determined by Augusta.

(5) In the event of an emergency, as determined by Augusta, the Developer is unable to respond in a timely manner, the City shall be authorized to erect barricades, traffic direction devices and such other temporary measures as are

necessary to remedy the emergency nature of the problem at the Developer's expense and to allow the Developer time to make the needed repairs.

(6) In the event the Developer fails to comply with the terms of this agreement, then Augusta shall proceed to have the necessary corrective work done, and the Developer agrees to be responsible to Augusta for payment in full of costs of repairing the improvements due to failure of material or poor workmanship as liquidated damages.

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

BRENT WILLHAVEN, LLC

BY: Brent Scarborough (L.S.)

AS ITS: member

AUGUSTA, GEORGIA
COMMISSION

As Its Mayor (L.S.)

ATTEST:

SUBDIVISION: WILLHAVEN, PHASE III
SECTION I

RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

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

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

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

(a) Points of beginning and ending:

Beginning at R/W of Huntcliffe Drive

Extending approx.. 95' NE and approx.. 250' SW
(For a total of approximately 345')

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

0.07 mile

(c) Width & type of road surface:

31' from back of curb to back of curb;
Type E asphalt

(d) Right-of-Way:

60' foot

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

Adopted this _____ day of _____, 20____.

AUGUSTA, GEORGIA

BY: _____
As Its Mayor

Attest: _____

SUBDIVISION: WILLHAVEN, PHASE III
SECTION I

RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

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

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

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

- (a) Points of beginning and ending:
Beginning at R/W of Huntcliffe Drive
Extending approx.. 100' SW
- (b) Length of road to nearest 1/100th mile:
0.02 mile
- (c) Width & type of road surface:
31' from back of curb to back of curb;
Type E asphalt
- (d) Right-of-Way:
60' foot

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

Adopted this _____ day of _____, 20____.

AUGUSTA, GEORGIA

BY: _____
As Its Mayor

Attest: _____

SUBDIVISION: WILLHAVEN, PHASE III
SECTION I

RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

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

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

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

- (a) Points of beginning and ending:
Beginning at existing Huntcliffe Drive
Extending approx. 550' NW
- (b) Length of road to nearest 1/100th mile:
0.10 mile
- (c) Width & type of road surface:
31' from back of curb to back of curb;
Type E asphalt
- (d) Right-of-Way:
60' foot

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

Adopted this _____ day of _____, 20____.

AUGUSTA, GEORGIA

BY: _____
As Its Mayor

Attest: _____

STATE OF GEORGIA

COUNTY OF RICHMOND

DEED OF DEDICATION

WILLHAVEN, PHASE III, SECTION 1

[Water Distribution System and Gravity Sanitary Sewer System]

WHEREAS, BRENT WILLHAVEN, LLC, a Georgia Limited Liability Company, hereinafter known as "**DEVELOPER**", owns a tract of land in Richmond County, Georgia, known as Willhaven, Phase III, Section 1, in the building of a housing subdivision on said tract, has laid out a water distribution system and gravity sanitary sewerage system, in said subdivision; and

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

WHEREAS, a Water As-Built Drawing and a Sanitary Sewer As-Built Drawing, of the above stated subdivision, which were prepared by Brewer & Dudley, on May 3, 2011, said plats being recorded as an attachment to this document, and to which reference is hereby made to said plat for a more complete and accurate description as to the land herein described; and

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

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

NOW, THEREFORE, this indenture made this ____ day of _____, 2011 between **DEVELOPER** and **AUGUSTA**,

W I T N E S S E T H:

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

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

Together with all of the necessary rights of ingress and egress for the purpose of maintaining, expanding, repairing, adding, constructing, installing, extending, operating, replacing, laying and relaying pipelines carrying and transporting Augusta's utilities services.

DEVELOPER does further agrees that when construction or maintenance is necessary, **AUGUSTA** may dig such trenches in said property, as may be necessary for the project; to pile and store thereon the material excavated, and to haul and store pipe, supplies and equipment connected with the construction and maintenance thereof, over, along, and across the said property, along with the free right of ingress and egress to and from said permanent easements for these purposes.

DEVELOPER also grants **AUGUSTA** the right, but not the duty, to clear and keep clear, all trees, undergrowth and other obstructions from said permanent easement, along with the right of free ingress and egress to and from said permanent easement for this purpose.

DEVELOPER further agrees that no trees or other vegetation that may interfere with the constructing, laying, relaying, replacing, installing, adding, expanding, extending, operating, repairing and maintaining of pipelines transporting and carrying utility services shall be planted on said easement(s) and that no buildings, structures, or other permanent improvements shall be erected, constructed, or maintained thereon; and, if such prohibited trees, vegetation, buildings structures, or other permanent structures (hereinafter referred to as "obstructions") are placed, built, planted within said permanent easements, such action will be considered a violation of this agreement and Augusta shall have the absolute right to immediately remove, or have removed, such obstructions and shall bear no responsibility, or liability, for said obstruction's value.

TO HAVE AND TO HOLD said water distribution system and gravity sanitary sewerage system, together with all and singular, the rights, members, appurtenances thereof to

the same being, belonging, or in anywise appertaining to the only proper use, benefit and behoof of **AUGUSTA**, its successors and assigns forever.

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

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

Signed, sealed and delivered in
the presence of

Donna H. Black
Witness

Donna H. Black
Notary Public

State of Georgia

County of Fayette

My Commission Expires: 5-21-13

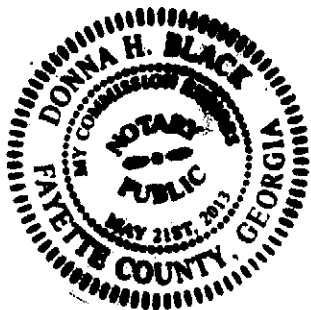
BRENT WILLHAVEN, LLC

By: Brent Scarbrough
Brent Scarbrough

As Its Member

By: Robert F. Rolader
Robert F. Rolader

As Its Manager



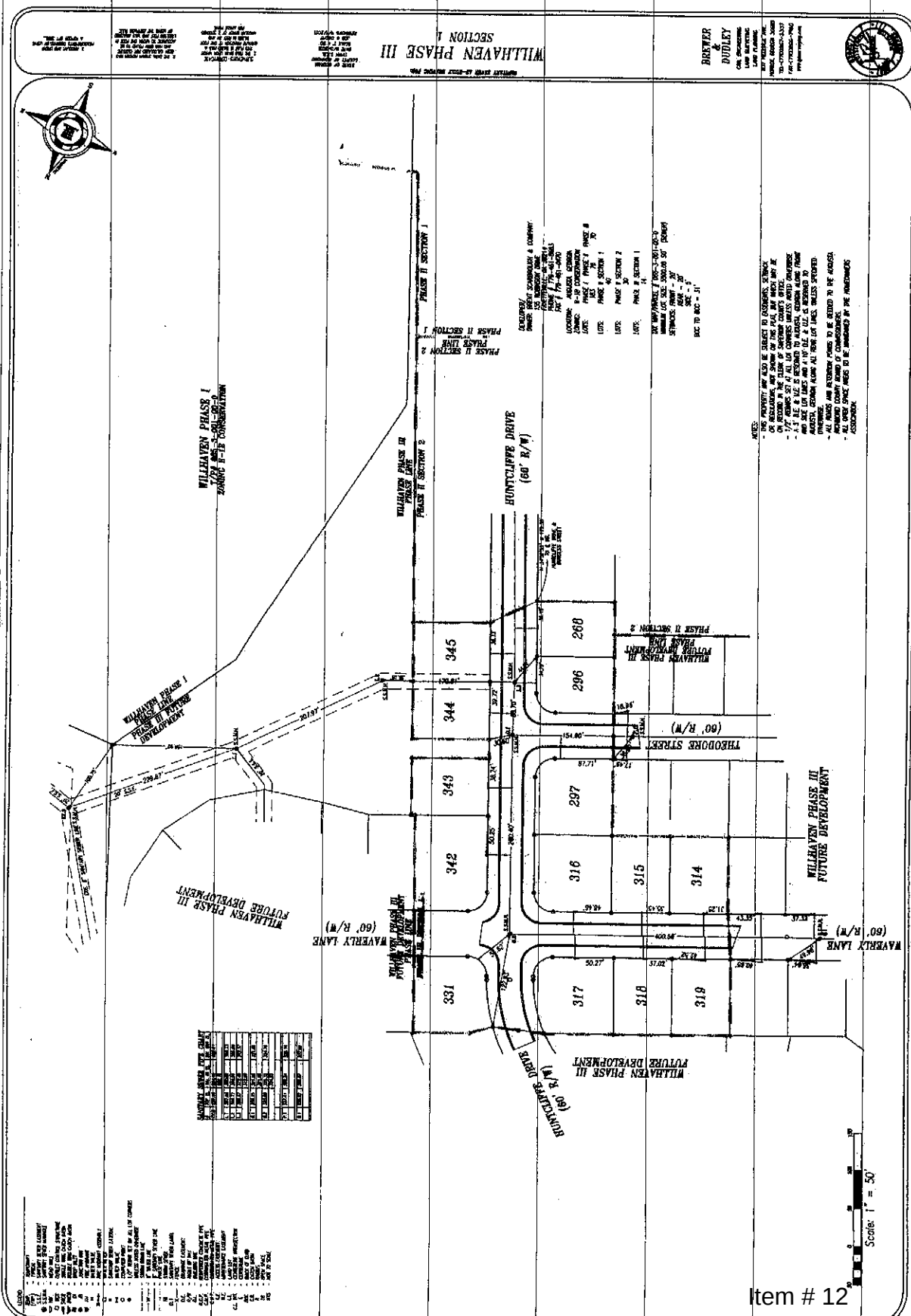
ACCEPTED BY:

AUGUSTA, GEORGIA

By: David S. Copenhaver
As its Mayor

Attest: Clerk of Commission

(SEAL)



**STATE OF GEORGIA
COUNTY OF RICHMOND**

MAINTENANCE AGREEMENT

WILLHAVEN, PHASE III, SECTION 1

(Utility Water Distribution System and Gravity Sanitary Sewer System)

THIS AGREEMENT, entered into this ____ day of _____, 2011, by and between BRENT WILLHAVEN, LLC, hereinafter referred to as the "**DEVELOPER**", and **AUGUSTA, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as the "**AUGUSTA**":

WITNESSETH

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

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

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

(1) **AUGUSTA** accepts the gravity sanitary sewer system and water distribution system for the subdivision, respectively described in the Deed contemporaneously tendered herewith to the Augusta-Richmond County Commission.

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

(3) The **DEVELOPER** agrees that, if during said eighteen month period there is a failure of the installations laid or installed in said subdivision described in the Deed due to failure or poor workmanship, the **DEVELOPER** shall be responsible for adequate maintenance and repair.

(4) In the event of such failure of the improvements, **AUGUSTA** shall notify the **DEVELOPER** and set forth in writing the items in need of repair. The **DEVELOPER** shall present, within fifteen business days of the date of said writing, its proposed plan of repair and shall have the repairs completed in a reasonable time, as determined

by **AUGUSTA**.

(5) If, in the event of an emergency, as determined by **AUGUSTA**, the **DEVELOPER** is unable to respond in a timely manner, **AUGUSTA** shall be authorized to erect barricades, traffic direction devices and such other temporary measures as are necessary to remedy the emergency nature of the problem at the **DEVELOPER'S** expense and allow the **DEVELOPER** time to make the needed repairs.

(6) In the event the **DEVELOPER** fails to comply with the terms of this agreement, then **AUGUSTA** shall proceed to have the necessary corrective work done, and the **DEVELOPER** agrees to be responsible to **AUGUSTA** for payment, in full, of the costs of repairing the improvements due to failure of material or poor workmanship as liquidated damages.

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

Signed, sealed and delivered, in the presence of:

Witness

Notary Public

State of Georgia

County of Fayette

My Commission Expires: 5-21-13

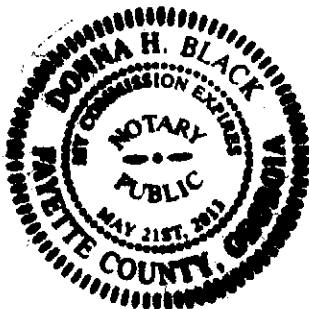
BRENT WILLHAVEN, LLC

By:

Brent Scarbrough
As Its Member

By:

Robert F. Rolader
As Its Manager



ACCEPTED BY:

AUGUSTA, GEORGIA

By:

David S. Copenhaver
As its Mayor

Attest:

Clerk of Commission

(SEAL)



Engineering Services Committee Meeting
7/30/2012 1:00 PM
Wrightsboro Road Improvements-Stream Mitigation Credits

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

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

Background: This is a Georgia Department of Transportation (GDOT) managed project that will widen & reconstruct Wrightsboro Road from Jimmie Dyess Parkway to I-520. AED is responsible for funding engineering activities, road design, right-of-way plans, construction plans and environmental permitting. GDOT is funding the right of way acquisition (\$11.9 million) and the construction (\$23 million). Project construction tentative let date is in September 2012. It has been determined by the US Corps of Engineers (USACE) and Georgia Department of Environmental Protection (GAEPD) that 9766.30 stream mitigation credits and 13.97 wetland mitigation credits will have to be purchased to mitigate the impacts to Rae's Creek, its associated tributaries and wetlands. The stream mitigation credits will be purchased from Bath Branch Augusta LLC (a local credit bank) at a cost of \$57.5 per stream credit. The wetland mitigation credit will be purchased from Mitigation Management, LLC (Brushy Creek wetland bank) at a cost of \$15,000 per wetland credit.

Analysis: Purchase of Mitigation Credit is pre-requisite of Environmental Permits and GDOT to commence construction activities at this project. A timely purchase of required credits is critical to maintain project letting schedule and project construction funds as allocated.

Cover Memo

Item # 13

Financial Impact: Funding in amount of \$773,500 is available through Engineering SPLOST III Fund Recapture to be transferred to the Wrightsboro Road Improvements Project upon Commission approval.

Alternatives: 1) Approve and authorize the Engineering Department (AED) to purchase up to 9,800 stream mitigation credits at a total cost of \$563,500 (\$57.50 per mitigation credit) from the Bath Branch Augusta, LLC (Bath Branch Mitigation Bank) and up to 14 wetland mitigation credits at a total cost of \$210,000 (\$15,000 per credit) from the Mitigation Management, LLC, (Brushy Creek Mitigation Bank) to mitigate stream & wetlands impacts as determined necessary by the US Army Corps of Engineers and Georgia Environmental Protection Division in regards to the Wrightsboro Rd from Jimmie Dyess Pkwy to I-520 Improvements Project, CPB #323-041110-296823309. Funding is available through Engineering SPLOST III Fund Recapture. 2) Do not approve purchase of mitigation credit as requested and lose designated State & Federal funding, and identify alternate ways to complete the project.

Recommendation: Approve Alternative Number One.

**Funds are Available
in the Following
Accounts:** Phase III Recapture

REVIEWED AND APPROVED BY:

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

Augusta-Richmond County, Georgia**CPB#323-041110-296823309**

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
WRIGHTSBORO ROAD IMPROVEMENTS
CHANGE NUMBER EIGHTEEN**

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 change is authorized to CPB# 323-041110-296823309 Change Number Eighteen. This is to purchase stream and wetland mitigation credits at a cost of \$773,500 as determined necessary by the US Army Corps of Engineers. Funding is available in SPLOST III Fund Recapture accounts.

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

Special 1% Sales Tax, Phase III	\$ 1,984,000
SPLOST III Recapture	<u>\$ 773,500</u>
	\$ 2,757,500

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

By Basin	By District
Raes Creek	3rd \$ 2,757,500

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

Adopted this _____ day of _____.

Approved

Deke Copenhagen, Mayor

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

Augusta-Richmond County, Georgia**CPB#323-041110-296823309**

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
WRIGHTSBORO ROAD IMPROVEMENTS
CHANGE NUMBER EIGHTEEN**

<u>SOURCE OF FUNDS</u>	<u>CPB AMOUNT CPB</u>	<u>CPB CHANGE</u>	<u>NEW CPB</u>
SPECIAL 1% SALES TAX, PHASE III 323-04-1110-6011110-296823309	(\$1,984,000)	\$0	(\$1,984,000)
SPECIAL 1% SALES TAX, PHASE III 323-04-1110-6011110-296823333		(\$773,500)	(\$773,500)
TOTAL SOURCES:	(\$1,984,000)	(\$773,500)	(\$2,757,500)
 <u>USE OF FUNDS</u>			
ENGINEERING 323-04-1110-5212115-296823309	\$1,676,006	\$773,500	\$2,449,506
ADVERTISING 323-04-1110-5233119-296823309	\$1,000		\$1,000
RIGHT-OF-WAY 323-04-1110-5411120/296823309	\$43,894		\$43,894
CONTINGENCY 323-04-1110-6011110/296823309	\$23,100		\$23,100
TRAFFIC SIGNAL 323-04-1110-5414610/296823309	\$40,000		\$40,000
UTILITY RELOCATION 323-04-1110-5414510/296823309	\$200,000		\$200,000
TOTAL USES:	\$1,984,000	\$773,500	\$2,757,500