Engineering Services Committee Meeting — Commission Chamber- 7/9/2012- 1:00 PM

ENGINEERING SERVICES

1. Approve contract award to HDR Engineering, Inc. for Leak Detection Services in the amount of $160,670.00. Request for Qualifications RFQ #11-080. Attachments

2. Approve the 2013 Solid Waste Collections Contracts with Advanced Disposal Services and Inland Services Corporation. Attachments

3. Fund the purchase of four data collection sondes to be deployed and operated by the Southeastern Natural Sciences Academy for the purpose of monitoring and documentation of water quality in the Savannah River. Attachments

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

5. Motion to approve award of a contract with Blair Construction, Inc. for services associated with construction of the Fort Gordon New Water and Sewage Connections under the Task Order Program for Infrastructure RFQ #11-130 in the amount of $450,436.32. Bid item #12-139. Attachments

Engineering Services Committee Meeting
7/9/2012 1:00 PM
Approve award to HDR Engineering, Inc.;reference RFQ #11-080: Engineering Services for Leak Detection Study

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Department:	Augusta Utilities Department
Caption:	Approve contract award to HDR Engineering, Inc. for Leak Detection Services in the amount of $160,670.00. Request for Qualifications RFQ #11-080.
Background:	The Augusta Utilities Department, as part of its Water Conservation Program, is seeking information on the loss of water through a leak detection study. Augusta Utilities Department is seeking to have a comprehensive water leak detection survey using state of the art sonic detection and computer correlation equipment. The scope of the services includes a leak detection survey, a professional assessment document outlining the findings, a prioritized recommendation of improvements, and a final report of the study.
Analysis:	Augusta Utilities Department has evaluated the proposal made by HDR Engineering.AUD determined that the proposal is fair and reasonable to accomplish the tasks imposed by the scope of the leak detection study.
Financial Impact:	$160,670.00, under account number 507043490-5212999 / 81100010-5212999
Alternatives:	Rejection of this award of the Leak Detection Study would delay the Augusta Utilities Department ability to expedite the current stipulations of Water Conservation Program of the department.
Recommendation:	Recommend Commission approve the award to HDR Engineering, Inc. in reference to RFQ #11-080: Engineering Services for: Leak Detection Study for the City of Augusta - Augusta Utilities Department in the amount of $160,670.00
Funds are Available in the Following	$160,670.00 from account 507043490-5212999 / 81100010-5212999

Accounts:

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

Finance.
Procurement.
Law.
Administrator.
Clerk of Commission

HDR ONE COMPANY | *Many Solutions*℠

November 28, 2011

Mr. Tom Wiedmeier, P.E., Director
Augusta Utilities Department
360 Bay Street, Suite 180
Augusta, GA 30901

Re: Leak Detection Services Proposal

Dear Mr. Wiedmeier,

After meeting with you on October 13, 2011, and discussing various approaches to conducting a leak detection survey in the Augusta Utilities Department's (AUD) water transmission and distribution system, the HDR Team followed up with AUD staff to gather pertinent information to develop a plan to meet AUD's goals of successfully reducing its non-revenue water.

Attached you will find the proposed scope and fee to conduct the leak detection services on the areas that were discussed during our meeting. Please feel free to contact me at 678-357-0353 if you have any questions regarding the attached scope and fee.

Best regards,

HDR ENGINEERING, INC.

L. Russell Pennington

L. Russell Pennington, P.E.
Associate Vice President

HDR Engineering, Inc.
1100 Peachtree St NE
Suite 400
Atlanta, GA 30361
Ph (404) 815-1212
Fx (404) 815-3167
www.hdrinc.com

Item # 1

Augusta Utilities Department
Leak Detection Study – Phase 1
11/21/11

HDR Engineering Inc. (ENGINEER) has been requested by the City of Augusta Utilities Department (OWNER) to perform a leak detection study for a portion of their service area. The first phase of the study will incorporate leak detection in water pressure zones 433 and 330, which was calculated from GIS data to be 253 miles of pipe. The study will include evaluation of existing water production and consumption data, leak detection field services, survey results, draft and final reports. These items comprise the PROJECT as defined in more detail below.

1. Project Kick-Off Meeting: A project kick-off meeting will be held to discuss the scope of the project, schedule, introduce field crews to the appropriate OWNER staff, and to answer logistical questions and establish the chain of communications.
2. Evaluate Existing Data: ENGINEER will evaluate 5 years worth of water production and consumption data to estimate the amount of non-revenue water the OWNER has historically experienced. This data will include water produced from all sources, quantities of water delivered to wholesale customers and billed water per month.
3. Develop Field Maps: The ENGINEER will develop field maps to facilitate field survey activities. These maps will include pipe sizes, materials and locations of pipes, meters, hydrants, plants, pump stations and other pertinent information from the OWNER's GIS data. These maps will be used to develop field reports as described below.
4. Field Survey: The leak detection field survey will be conducted by ADS Environmental Services (ADS). Leak correlation equipment will be used to perform leak detection. This will enable the location and size of the leak to be determined. Every confirmed leak will have its coordinates and listening points surveyed, which will be documented in a GIS database. Electronic field reports of all leaks will be developed on a weekly basis, showing the location of leaks, leak classification and estimated water loss. Weekly tailgate meetings will be held between the ENGINEER and OWNER to discuss progress, projected work, any issues or problems, and to exchange field reports. Survey results will be reported to the OWNER immediately if a leak is identified to have a leakage rate greater than 10 gallons per minute.
5. Monthly Progress Meetings: Monthly progress meetings will be held to compare current activities to the previous month's activities, and to discuss any survey, traffic or other related issues.
6. Draft Report, Review Meeting and Final Report: A draft report summarizing the results of the study will be prepared and four (4) copies will be submitted to the OWNER for review. A review meeting between the ENGINEER and OWNER will be held and comments from the meeting incorporated into a final report. Six (6) copies of the final report will be submitted to the OWNER. The GIS database of surveyed leak locations will be provided to the OWNER electronically to assist in adding this information to the OWNER's GIS system.

7. Training: Training will be provided for the OWNER to assist their staff in locating leaks. One week of training at the start-up of the project has been included in this scope.

8. Fee Estimate: The fee for this PROJECT is $160,670, which includes mobilization and assumes that the areas selected for this initial phase of leak detection contain the greatest number of leaks in the distribution system. Leak Detection Services will be provided on a Lump Sum basis. If additional services are needed for the field crew they will be provided at a daily rate of $1,353. This assumes the crew is already mobilized on site.

9. The ENGINEER will complete Tasks 1 through 5 and submit the draft report approximately 150 days from the Notice to Proceed. A final report will be issued two weeks following receipt of comments from the OWNER on the draft report.

Augusta Leak Detection Study Proposal

Task Description	Manhour Forecast (Hrs) QC	PM	PE	CAD	ADM	GIS	Total	Total Labor	Expenses Travel	Co/Ma	Equip	Subs	Misc	Total Expense	Total Fee
Project Management															
Admin/Accounting		6			6		12	1,303			44			44	1,497
Subtotal	0	6	0	0	6	0	12	1,303	0	0	44	0	0	44	**1,497**
Leak Detection Survey															
Project Kick-off Meeting	8	8					16	2,191	300		59			359	2,834
Gather data and analyze water production/usage			16				16	1,795			59			59	2,060
Develop field maps		4	2			16	22	2,443		75	81			156	2,888
Field work, training and weekly field meetings	2	2	8				12	1,445			44	121,892		44	123,547
Monthly Progress Meetings		16	24				40	5,054	500		148			648	6,335
Develop and update GIS leak location log		2	8			24	34	3,635			126			126	4,178
Draft Report	8	4	32		8	24	76	8,191		350	281			631	9,802
Review Meeting		8					8	1,181	150		30			180	1,511
Final Report		2	24		4	16	46	4,894		350	170			520	6,016
Subtotal	18	46	114	0	12	80	270	30,829	950	775	999	121,892	0	2,724	**159,173**
Total	**18**	**52**	**114**	**0**	**18**	**80**	**282**	**32,132**	**950**	**775**	**1,043**	**121,892**	**0**	**2,768**	**160,670**

Daily Rate for Additional Services 1,353

REQUEST FOR QUALIFICATIONS

Request for Qualifications will be received at this office until Wednesday, January 12, 2011 @ 3:00 p.m. FOR FURNISHING:

RFQ Item #11-054	**Water and Wastewater System Master Plan for Utilities Department**
RFQ Item #11-055	**Utility Business Plan for Utilities Department**
RFQ Item #11-056	**Water and Wastewater Rate Study for Utilities Department**
RFQ Item #11-059	**Watershed Assessment/Source Water Assessment Plan for Utilities Department**
RFQ Item #11-077	**Emergency Response Plan for Utilities Department**
RFQ Item #11-080	**Leak Detection Study for Utilities Department**

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

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

RFQ documents may be examined at the office of the Augusta, GA Procurement Department, 530 Greene Street – Room 605, Augusta, GA 30901. **All questions must be submitted in writing to the office of the Procurement Department by Tuesday, December 28, 2010 @ 5:00 p.m. by fax at 706-821-2811 or by email @ procbidandcontract@augustaga.gov.** No RFQ will be accepted by fax, all must be received by mail or hand delivered.

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

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

An invitation for bids shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions, applicable to 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 RFQ number on the outside of the envelope.

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

Disadvantage Business Enterprise (DBE) Augusta-Richmond County, Georgia does not operate a DBE, MBE or WBE Program for Augusta funded projects, as a Federal Court has entered an Order enjoining the Race-Based portion of Augusta's DBE Program. Instead Augusta operates a Local Small Business Opportunity Program. However, for various projects utilizing the expenditure of State or Federal funds, Augusta enforces DBE requirements and/or DBE goals set by the Federal and/or State Agencies in accordance with State and Federal laws.

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle	December 2, 9, 16, 23, 2010
Metro Courier	December 8, 2010

cc:	Tameka Allen	Interim Deputy Administrator
	Tom Wiedmeier	Utilities Department
	Drew Goins	Utilities Department

RFQ Item #11-080 Leak Detection Study for the City of Augusta - Utilities Department RFQ Due: Wednesday, January 26, 2011 @ 11:00 a.m.					
VENDORS	Attachment B	Bidders Form	Addendums 1 & 2	Original	7 Copies
Shaw Environmental & Infrastructure 11560 Great Oaks Way Ste 500 Alpharetta GA 30022	YES	YES	YES	YES	YES
HDR Engineering Inc 1201 Peachtree Street NE Atlanta GA 30361	YES	YES	YES	YES	YES
W.K. Dickson 1450 Greene Street, Ste 225 Augusta GA 30901	YES	YES	YES	YES	YES
Wachs Valve & Hydrant Services LLC 801 Asbury Drive Buffalo Grove, IL 60089	YES	YES	YES	YES	YES
Woolpert 375 Northridge Road Ste 100 Atlanta GA 30350	YES	YES	YES	YES	YES
Zel Engineers 435 Telfair Street Augusta GA 30901	YES	YES	YES	YES	YES
Gannett Fleming 301 South McDowell Street Ste 1008 Charlotte NC 28204	Non-Compliant Attachment B Missing Notary Seal				
Utilities Services Associates 919 SW 150th Street Ste B Burien WA 98166	Non-Compliant Missing E-Verify Number Missing Business License Info				
Black & Veatch 11401 Lamar Avenue Overland Park KS 66211	SUBMITTED NO BID RESPONSE				
Heery International 999 Peachtree Street, NE Ste 300 Atlanta, GA 30309	SUBMITTED NO BID RESPONSE				
Jacobs Engineering Group Inc 6801 Governors Lake Pkwy Bldg 200 Norcross, GA 30071	SUBMITTED NO BID RESPONSE				
Parsons Brinckerhoff 3340 Peachtree Road, NE Ste 2400 Tower Place 100 Atlanta GA 30326	SUBMITTED NO BID RESPONSE				
Woodard & Curran 2905 Premiere Parkway Ste 175 Duluth GA 30097	SUBMITTED NO BID RESPONSE				

Augusta GEORGIA

UTILITIES DEPARTMENT

Tom D. Wiedmeier, P.E.
Director

Clifford A. Goins
Assistant Director
Water Production

To: **Ms Geri Sams, Procurement Director**

From: **Tom Wiedmeier, Director Augusta Utilities** tdw

Date: **April 4, 2011**

Re: **RFQ #11-080 Leak Detection Study**
Selection Committee Recommendation

The Selection Committee for the Leak Detection (RFQ #11-080) met on the afternoon of March 31, 2011 for the presentations by the previously identified shortlisted firms. The Selection Committee convened after the interview process and compared comments of each of the Committee members.

Listed below is a consensus of the rankings of the firms as recommended by the Selection Committee:

1. HDR Engineering Inc.
2. W. K. Dickson
3. Shaw Environmental & Infrastructure

Based on the criteria used, I concur with the recommendation of the Selection Committee and request the Procurement Department proceed with the notifications of the ranking of the firms in the selection process.

5 APR '11 AM 11:53

Augusta Utilities
360 Bay Street – Suite 180 - Augusta, GA 30901
(706) 312-4160 – Fax (706) 312-4123
www.augustaga.gov

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Planholders List

Member Name City of Augusta, GA (Augusta Commission)

Bid Number RFQ-11-080-0-2011/PJM

Bid Name Leak Detection Study

3 Document(s) found for this bid

18 Planholder(s) found.

Add Planholder

Supplier Name	Phone	Fax	Doc Count	Attributes	Programs	Actions
ADS Environmental Services	8592830130	8593724774	3			Documents
ADS LLC	2564606499	2564306333	3			Documents
AUI LLC	9313728500	9313722500	3			Documents
Constantine Engineering	8502445800	8502445800	3			Documents
Construction Journal, Ltd.	8007855165	8005817204	2			Documents
Gannett Fleming	7068551085	7068555183	2			Documents
GES	8778097111	4074783726	1			Documents
HDR, Inc.	6787754800	6787754848	3			Documents
Malcolm Pirnie	9146412866	9146412866	3			Documents
Matchpoint Inc	9105097225	9105097226	3			Documents

Page 1 of 2   first | previous | next | last

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Planholders List

Member Name City of Augusta, GA (Augusta Commission)

Bid Number RFQ-11-080-0-2011/PJM

Bid Name Leak Detection Study

3 Document(s) found for this bid

18 Planholder(s) found.

Add Planholder

Supplier Name	Phone	Fax	Doc Count	Attributes	Programs	Actions
McKim & Creed, P.A.	9192338091	9192338031	3			Documents
MGT of America	8503863191	8503854501	3			Documents
Onvia, Inc. - Content Department	2063739500	8882637801	2			Documents
PB	8132895300	8132894405	3			Documents
Wachs Water Services	2243572617	8474152196	3			Documents
Wachs Water Services	2243572617	8474152196	2			Documents
Woolpert Inc	3144360865	3144360884	2			Documents
Woolpert Inc	7045256284	7045258529	3			Documents

Page 2 of 2 first | previous | next | last

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Item # 1

Bidders List

Bid Item # 11-080 Cost $ 0

#	Company Name	Complete Mailing Address	Date	Spec #	Initials	Mailed by
1	THE SHAW GROUP INC ATTN GREGORY DIXON 11560 GREAT OAKS WAY STE 500 ALPHARETTA GA 30022	770-442-7362 770-777-9545 Fax	12/10/10		SP	U.S. Mail
2						
3						
4	GALLOP & ASSOCIATES W L BUTCH GALLOP 2911 POINT WEST DRIVE AUGUSTA GA 30909 706-495-3796		12/10/10		SP	Pick up
5						
6	AECOM ATTN TONY JOHNSON 1360 PEACHTREE ST NE STE 500 ATLANTA GA 30309	Returned Mail	12/14/10		SP	U.S. Mail
7		Remailed				
8	BLACK & VEATCH 50 HURT PLAZA, SUITE 1150 ATLANTA, GA 30303	Remailed	12/14/10		SP	U.S. Mail
9		Updated				
10	PB AMERICAS INC ATTN MICHAEL K WOOTEN 3340 PEACHTREE ROAD SUITE 2400, TOWER PLACE 100 ATLANTA GA 30326		12/20/10		SP	U.S. Mail
11						
12						
13						
14						
15						

B & E JACKSON ENGINEERS
34 PEACHTREE ST, NW SUITE 2100
ATLANTA, GA 30303

JORDAN, JONES & GOULDING
6801 GOVERNORS LAKE PARKWAY
BUILDING 200
NORCROSS, GA 30071

VEOLIA WATER NORTH AMERICA
2650 HOLCOMB BRIDGE ROAD, SUITE 530
ALPHARETTA, GA 30022

~~GANNETT FLEMING, INC.~~
~~2743 PERIMETER PARKWAY~~
~~BLDG 100, SUITE 350~~
~~AUGUSTA, GA 30909~~
Returned

AMERICAN WATER
P.O. BOX 915559
LONGWOOD, FL 32791-5559

CRANSTON ENGINEERING
PO BOX 2546
AUGUSTA GA 30903-2546

TETRA TECH RTW
360 BAY STREET, SUITE 435
AUGUSTA, GA 30901

CH2M HILL OMI, INC.
1014 SUMMER RIDGE LANE
LAWRENCEVILLE, GA 30044

ESG OPERATIONS
9900 LOWER THOMASTON RD
MACON,GA 31220

WOODARD & CURRAN
2905 PREMIERE PKWY STE 175
DULUTH GA 30097

~~GOLDER ASSOCIATES INC~~
~~PO BOX 102609~~
~~ATLANTA GA 30368-0609~~
Returned

LARSON ENGINEERING INC
5850 LIVE OAK PKWY STE 300
NORCROSS GA 30093-1744

AZ SERVICES INC
440 OLD HULL ROAD
PO BOX 1264
ATHENS GA 30601

SIEMENS WATER TEHCNOLOGIES CORP
1200 NORTHMEADOWN PKWY STE 100
ROSWELL GA 30076

HUSSEY GAY BELL & DEYOUNG INC
PO BOX 14247
SAVANNAH GA 31416-1247

JAMES G. SWIFT & ASSOC
1206 INTERSTATE PKWY
AUGUSTA, GA 30909

JOHNSON, LASCHOBER & ASSOC
1296 BROAD STREET
AUGUSTA, GA 30901

STEVENSON & PALMER
723 INDUSTRIAL PARK DR STE 2
EVANS GA 30809

ZEL ENGINEERS
ATTN JORGE JIMINEZ
435 TELFAIR STREET
AUGUSTA GA 30901

PARSONS
ATTN TRINA WILLIAMS
1810-B DOUG BARNARD PARKWAY
AUGUSTA GA 30906

WR TOOLE ENGINEERS
1005 BROAD STREET
AUGUSTA, GA 30901

~~AECOM~~
~~ATTN TONY JOHNSON~~
~~1201 PEACHTREE STREET~~
~~400 COLONY SQUARE SUITE 1104~~
~~ATLANTA GA 30361~~
Remailed

KRAFRA ENGINEERING
ATTN WAYMON JONES
418 FOURTH STREET
AUGUSTA GA 30901

WK DICKSON & CO INC
ATTN GORDON SMITH PE
1450 GREENE STREET STE 225
AUGUSTA GA 30901

VEOLIA WATER
101 W WASHINGTON ST STE 1400 E
INDIANAPOLIS IN 46204

EMC ENGINEERING SERVICES
P. O. BOX 8101
SAVANNAH, GA 31412

RFQ 11-054, 11-055, 11-056, 11-059,
11-077, 11-080 MAILED 12/2/10

DREW GOINS
UTILITIES DEPARTMENT
BAY STREET

YVONNE GENTRY
HATCHER BUILDING

RFQ Item #11-080
Leak Detection Study
For Utilities Department
RFQ Due: Wed 1/12/11 @ 3:00 p.m.

ENVIRONMENTAL SERVICES GROUP
794 BRENTMEAD DRIVE
LAWRENCEVILLE, GA

MACTEC ENGINEERING & CONSULTING, INC.
3200 TOWN POINT DR NW STE 100
KENNESAW, GA 30144

WILLIAMS, RUSSELL & JOHNSON, INC.
771 SPRING STREET, NW
ATLANTA, GA

GANNETT FLEMING
ATTN: MIKE ROBINSON
301 S. MCDOWELL ST. SUITE 1008
CHARLOTTE, NC 28204-2622

PRAD GROUP, INC.
CENTENNIAL TOWER
101 MARIETTA ST.SUITE 3502
ATLANTA, GA

STANTEC CONSULTING SERVICES, INC.
4875 RIVERSIDE DRIVE
MACON GA

~~BLACK & VEATCH~~
~~ATTN: HARVEY COPPAGE~~
~~400 NORTH RIDGE ROAD STE 350~~
~~ATLANTA, GEORGIA 30350~~
updated

MCKIM & CREED ENGINEERING
ATTN: JOE STOWE
8020 TOWER POINT DRIVE
CHARLOTTE, NC 28227

EMC ENGINEERING SERVICES
1450 GREENE STREET SUITE 530
AUGUSTA, GEORGIA 30901

HDR ENGINEERING, INC.
ATTN: WENDELL PALMER SUITE 295
5780 PEACHTREE-DUNWOODY
ATLANTA, GEORGIA 3342

DEWBERRY
ATTN: TERESA CRISP
2835 BRANDYWINE ROAD, SUITE 100
ATLANTA, GA 30341

BROWN AND CALDWELL
ATTN: BOBBY STRICKLAND
990 HAMMOND DRIVE SUITE 400
ATLANTA, GEORGIA 30328

ATTN: MARK LETHBRIDGE
ARCADIS
2849 PACES FERRY RD.
SUITE 400
ATLANTA, GA 30339

This page added and
Mailed 12/7/10

FYI: Process Regarding Request for Proposals
and Request for Qualifications

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

(4) The quality of performance on previous contracts,

(5) The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services,

(6) The sufficiency of the financial resources of the bidder relating to his ability to perform the contract,

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

(8) The number and scope of conditions attached to the bid by the bidder.

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

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

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

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

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

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

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

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

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

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

Sec. 1-10-45. Sealed proposals.

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

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

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

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

FYI: Process Regarding Request for Proposals
and Request for Qualifications

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

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

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

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

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

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

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

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

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

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

(a) The department must solicit the best possible contract with the person providing the professional service.

(b) Negotiation with the person providing professional services shall include the department head and the Augusta-Richmond County Administrator.

(c) The department shall obtain the approval of the Commission.

Item # 1

Cumulative Evaluation Sheet - RFQ Item #11-080 Leak Detection Study for the City of Augusta - Utilities Department							
Evaluation Criteria	PTS	Shaw Environmental & Infrastructure 11560 Great Oaks Way Ste 500 Alpharetta GA 30022	HDR Engineering Inc 1201 Peachtree Street NE Atlanta GA 30361	W.K. Dickson 1450 Greene Street, Ste 225 Augusta GA 30901	Wachs Valve & Hydrant Services LLC 801 Asbury Drive Buffalo Grove, IL 60089	Woolpert 375 Northridge Road Ste 100 Atlanta GA 30350	Zel Engineers 435 Telfair Street Augusta GA 30901
1. Firms experience and performance on projects of similar size and scope	25	22.0	21.7	23.3	20.7	19.3	15.0
2. Firms Quality Control, Quality Assurance and Project Tracking	20	17.0	17.0	17.0	15.3	17.0	17.0
3. Project Approach and Understanding	25	22.0	21.0	21.7	21.0	20.3	15.7
4. Qualifications, experience, references and availability of Key Staff	25	21.0	20.0	21.3	19.7	19.0	16.7
5. Proximity to Area	5	2.7	3.3	5.0	2.3	3.3	5.0
Total	100	84.7	83.0	88.3	79.0	79.0	69.3
Shortlisted		2	3	1			
Presentation - Scored in order of preferences. The highest ranked firm receiving a 1		2.7	1.0	2.3			

Item # 1

Engineering Services Committee Meeting
7/9/2012 1:00 PM
Approve the 2013 Solid Waste Collections Contract

Department:	Environmental Services
Caption:	Approve the 2013 Solid Waste Collections Contracts with Advanced Disposal Services and Inland Services Corporation.
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 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:

Finance.
Procurement.
Law.
Administrator.
Clerk of Commission

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:

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. **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 12**0** 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 Wylds 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							

Item # 2

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 iolations	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:					

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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. Jim Wheatley	Choice	5151 Kenilworth Sebring FLA 33870	2397842662	8636550009	
2. Jim Sage	Choice	2860 State Rd 84 Ft Lauderdale, Fl 33312	305.491.4538	8636550009	
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 @RepublicServices.com	
5. Jamie Farnham	Clean Energy	3988 Shadow Lock Dr. Suwanee, GA 30024	770-845-2259		
6. Mark Riley	Clean Energy	188 N. Main St. Ste 3 Concord, NH 03301	603-318-6817	mriley@cleanenergyfuels.com	
7. Monique Woods	Augusta Disposal	PO Box 336 Evans, GA 30809	7068602208	7068607356	Prime
8. Andrew Polonus	Augusta Disposal	" "	" "	" "	
9. Mindy Spires-Miller	Waste Management	1047 Highway Church Rd Elgin SC 29045	843-557-7777	803 736-0995	
10. Jeff Washington	Waste Management	208 Prep Phillips Dr. Augusta, GA 30901	706 4958204	7067245386	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 78578	956-943-4556	956-943-4557	Prime
David J. Vance	Inland Service Corp.	1561 Doug Barnard PKWY Augusta Ga. 30906	706-790-4117	7067960826	Prime

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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, Gergia 30901	(706) 724-2001	706 724-2019	Prime
4. James Brown	Metro-Waste	1824 Wylds Rd. Ste A5 Augusta, GA 30904-5422	706 798-2807	706 738-8453	Prime
5. Rick & Tina Smith	A-1 Sanitation Svc	3452-B Peach Orchard 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. [illegible]	[illegible] Sanitation	3010 GA Rd Augusta, GA 30906	706 339-3152 793-9412	793-9423	Sub
8. [illegible] Walker	Richmond Waste Inc	~~[illegible]~~	706 664-9831		Prime
9. Stephen Redfern	Schaefer Systems	4235 Marsh Landing Blvd Apt. 432 Jacksonville Beach, FL 32250	480-393-4597		
10. Don Collins	Waste Industries	2699 Cochran Ind. Blvd. Douglasville, GA 30134	770-226-0519	770-947-2561	Prime
11. [illegible]ian Chesser	Waste Industries	2699 Cochran Ind. Blvd. Douglasville, GA 30134	770-577-5113	770-947-2561	Prime
12. Butch Gallop	Gallop + Assc	2911 Point West Dr Augusta GA 30909	706-495-3796		Sub

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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 COWN	WASTE PRO	1405 DANIELSVILLE RD ATHENS GA 30601	770-843 8632	706 227-2424	
2. Ron Pecora	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 Oakcliff Rd. Doraville, Ga. 30340	770-777-1447	478-240-4250	
5. AJ RODGERS	VEOLIA ES Solid Waste	1101 HAWKINS ST Valdosta, GA 31601	229 630 6020	229 244 3222	P
6. Rhonda Poston	Veolia 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 Gunpowder Rd Laurel, MD 20707	301. 490. 8604	301. 490. 8029	
8. BILL LINTHICUM	ADVANCED	5734 Columbia Rd GROVETOWN, GA 30813	706.533.0574	706.854.1903	
9. ADAM COCHRAN	ADVANCED DISPOSAL	5734 COLUMBIA RD GROVETOWN, GA 30813	404-803-9911	706-854-1903	
10. CHARLIE GRAY	ADVANCED Disposal	8880 OLD FEDERAL RD BALL GROUND, GA 30107	770. 887.6063	770. 887.9837	
11. Richard Curry	World Waste Recycling, Inc	3547 NW 49 ST, MIAMI, Fl. 33142	305-635-5144	305-635-0081	
12. DAN GUY	DORADO SERVICES INC	195 W. SEMINOLE BLVD. SANFORD FL. 32771	407-828-3831	407-688-0701	P

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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 Girardin	Augusta Disposal	PO Box 334 Evans GA	706-860 2208	860 7355	Prime
2. Bill Polonus	Augusta Disposal	" "	" "	" "	" "
3. Robert Wilson	Precision Waste Services	PO Box 446 Thomson, GA 30824	706-595 5843	706-595 5876	Sub
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					

Item # 2

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.

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Original

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 6649831	—	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 Videtto	Solid Waste		706 592 3206		
5. Mark Johnson	Solid Waste		706 592 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.					
12.					

Item # 2

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

DEMANDSTAR
by ONVIA

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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

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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

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Item # 2

Bidders List

Bid Item # 11-112 Cost $ -0-

#	Company Name	Complete Mailing Address	Date	Spec #	Initials	Mailed by
1	Inland 1561 Doug Bernard	(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 (706) 664 9	30809 831				
5	DAVID Walk	er				
6	ARROW DISPOSAL SERVIC INC ATTN HUGH HERNDON PO BOX 548 ABBEVILLE AL 36310		3/11/11		SP	U.S. Mail
7	866-440-3983 334-585-2030 FAX					
8	METROPOLITAN WASTE, INC ATTN JAMES BROWN 1824 WYLDS RD, SUITE A5		3/11/11		SP	U.S. Mail
9	AUGUSTA, GA 30909-5422 (706) 798-2807 (cell #) 706-833-1010					
10	David Smith Sanitation Attn David Smith	706-592-4981 ~~706~~	3/14/11		JAMES	Pick up
11	4735 Windsor Hephzibah G	Spring Rd (NO FAX #) A 30815				
12	Selma Owens 770-891-2399 (P)	Spartan Waste Systems 3668 Smiling Ridge Way Decatur, GA 30032	3/15/11		NW	PU
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 48TH STREET		3/24/11		SP	U.S. Mail

BLADENSBURG MD 20710
301-773-2069 - 301-669-3428

Item # 2

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
SP

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.

Augusta
GEORGIA

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

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

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 Augusta 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 of 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 Contractors 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 nes 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. <u>Organization and Qualification.</u> 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. <u>Authority.</u>

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, sub-lease, or license shall be suspended the date the surety on the Contractor's bond or its agent accepts the transfer of work under the Contract.

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**

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

20.10 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.

20.11 Indulgences Not Waivers

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

20.12 Modifications and Waiver

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

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

20.13 Independent Contractor

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

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

20.14 Notices

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

For Augusta:

Fred Russell
Administrator
530 Greene Street, Room 802
Augusta, Georgia 30901

Mark Johnson
Director of Solid Waste
Augusta, Georgia
4330 Deans Bridge Road
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 Contractors 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***

SIGNATURES ON FOLLOWING PAGE

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: _____________________

APPENDIX A

Designated Collection Area Map(s)

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]**		
	each	$100		
Per Month When Misses >200	Lump Sum	$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

Recycling | Perks

you recycle. we reward.

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				

Total LSB%______________

CONTRACTOR:____________________ 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	Total Amount Paid (in	Owner(s) Race/Ethnicity		Owner(s)	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	Total Amount Paid (in	Owner(s) Race/Ethnicity		Owner(s)	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: ______________________________

Item # 2

Engineering Services Committee Meeting
7/9/2012 1:00 PM
Fund the purchase of four data collection devices for use in the Savannah River

---

Department:	Utilities
Caption:	Fund the purchase of four data collection sondes to be deployed and operated by the Southeastern Natural Sciences Academy for the purpose of monitoring and documentation of water quality in the Savannah River.
Background:	With the help of private and public supporters, including Augusta, the Southeastern Natural Sciences Academy developed a river monitoring program in 2006 to support data-driven decision making within the Savannah River Basin. Those data have provided an opportunity to validate modeling efforts which are part of a state and federal regulatory process which has significant implications for Augusta. The data also provide the Academy's research program the opportunity to analyze data, with other more in-depth analyses, in an effort to provide a better understanding of the river system that modeling alone cannot provide. The Academy is going through the process of replacing their existing monitoring network within the river. The foundation of that network is a series of multiparameter sondes which have been collecting temperature, pH, conductivity, and dissolved oxygen data at ten different locations from Augusta to Savannah every 15 minutes for the past six years. Replacement of six of the ten sondes has been funded by private donors and the Academy is requesting that Augusta fund the other four at a total cost of $60,000.00.
Analysis:	The existing river monitoring network has yielded extremely valuable information that has been useful to both the regulators and Augusta during the ongoing process of addressing low dissolved oxygen issues in the Savannah Harbor. We believe the continuation of this monitoring network is important because it provides an unbiased documentation of the current status of the river and of changes to water quality that may result from treatment system improvements by local dischargers. Well collected and documented data is our most powerful tool when addressing concerns with regulatory agencies.

Financial Impact:	$60,000.00
Alternatives:	Do not fund this equipment purchase and weaken the dataset available for monitoring the river status (not recommended).
Recommendation:	We recommend that Augusta support the continuation of the data collection efforts by the Southeastern Natural Sciences Academy by providing funding for four data collection sondes at a total cost of $60,000.00.
Funds are Available in the Following Accounts:	507043490-5212115 / 80500010-5212115

REVIEWED AND APPROVED BY:

Finance.
Procurement.
Law.
Administrator.
Clerk of Commission

SOUTHEASTERN NATURAL SCIENCES ACADEMY — at — PHINIZY SWAMP NATURE PARK

April 16, 2012

Fred Russell
City Administrator
Augusta-Richmond County
Augusta, GA 30901

Dear Mr. Russell,

Thank you for meeting with us last week regarding funds to support Southeastern Natural Sciences Academy's river monitoring program. With the help of private and public supporters, like Augusta-Richmond County, the Academy developed a river monitoring program in 2006 to support data-driven decision making within the Savannah River Basin. Those data have provided an opportunity for Augusta-Richmond County to validate modeling efforts which are part of the regulatory process. Validating modeling efforts is key to better decision making, without the validation step undue economic impacts could result. The data also provide the Academy's research program the opportunity to analyze data, with other more in-depth analyses, in an effort to provide a better understanding of the river system that modeling alone can not do. That approach is key to raising everyone's understanding of the balance between a health river ecology and a thriving economy for Augusta-Richmond County.

The Academy is going through the process of replacing our existing monitoring network within the river. The foundation of that network is a series of multiparameter sondes which have been collecting temperature, pH, conductivity, and dissolved oxygen data at ten different locations from Augusta to Savannah, every 15 minutes for the past six years. We are respectfully requesting funds to replace four of the ten sondes; funds for the other six have been paid by private donors, mostly local business owners who understand the importance of maintaining this important database. The total cost of the four remaining sondes is $60,000.

Thank you for your consideration and please do not hesitate to contact me if you need additional information.

Very Sincerely,

Oscar P. Flite III, Ph.D.
Vice President for Research

1858 Lock & Dam Road
Augusta, Georgia 30906

Telephone: (706) 828-2109
Fax: (706) 828-2129

info@naturalsciencesacademy.org

www.naturalsciencesacademy.org

Item # 3

Engineering Services Committee Meeting
7/9/2012 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:

Augusta
GEORGIA

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

Engineering Services Committee Meeting
7/9/2012 1:00 PM

Notification of award for a construction contract to Blair Construction, Inc. for construction of the Fort Gordon New Water and Sewage Connections under the Task Order Program for Infrastructure RFQ #11-130 in the amount of $450,436.32. Bid item #12-139.

Department:	Augusta Utilities Department
Caption:	Motion to approve award of a contract with Blair Construction, Inc. for services associated with construction of the Fort Gordon New Water and Sewage Connections under the Task Order Program for Infrastructure RFQ #11-130 in the amount of $450,436.32. Bid item #12-139.
Background:	The objective of this project is to provide water and sewage connections on Fort Gordon. This project will consist of multiple connections various sizes and installation up to 1000 LF of sewer main and 1600 LF of water main. Some connections to the existing infrastructure will be upgraded and some connections will be for new infrastructures throughout the base.
Analysis:	Blair Construction, Inc. submitted an acceptable bid package and was the lowest responsive bidder. The Utilities Department desires to inform Commission of the award of this contract to construct the Fort Gordon New Water and Sewage Connections under the Task Order Program for Infrastructure RFQ #11-130 to Blair Construction, Inc.
Financial Impact:	$450,436.32, under account number 507043490-5425410 / 88886666-5425410
Alternatives:	No alternatives due to the contract being awarded under the Task Order Program for Infrastructure RFQ #11-130
Recommendation:	We are informing Commission of the department's award of the contract with Blair Construction, Inc. in the amount of $450,436.32 for the construction of the Fort Gordon New Water and Sewage Connections Project under the Task Order Program for Infrastructure RFQ #11-130

Funds are Available in the Following Accounts:	$450,436.32 from account 507043490-5425410 / 88886666-5425410

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

Finance.
Procurement.
Law.
Administrator.
Clerk of Commission

Invitation To Bid

Sealed bids will be received at this office on Friday, May 25, 2012 @ 11:00 a.m. for furnishing:

Bid Item 12-139 **Fort Gordon New Water & Sewage Connections for Utilities Department**

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

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

Bid documents may be viewed on the Augusta, Georgia web site under the Procurement Department **ARCbid**. Bid documents may be obtained at the office of the Augusta, GA Procurement Department, 530 Greene Street – Room 605, Augusta, GA 30901. Documents may be examined during regular business hours at athe offices of Augusta, GA Procurement Department. **A Mandatory Pre Bid Conference will be held on Thursday, May 3, 2012 @ 10:00 a.m. in the Procurement Department, 530 Greene Street, Room 605. All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Monday, May 7, 2012 @ 5:00 P.M. No bid will be accepted by fax, all must be received by mail or hand delivered.**

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

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

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

GERI A. SAMS, Procurement Director

cc:	Tameka Allen	Deputy Administrator
	Tom Wiedmeier	Utilities Department
	Jerry Delaughter	Utilities Department
	Stanley Aye	Utilities Department

Revised: 8/15/2011

Bid Item #12-139 Fort Gordon New Water and Sewage Connections for Augusta, Georgia - Utilities Department Bid Due: Friday, May 25, 2012 @ 11:00 a.m.				
VENDORS	**Attachment B**	**E-Verify #**	**Bid Bond**	**Lump Sum**
Blair Construction, Inc. PO Box 770 Evans, GA 30809	YES	224004	YES	$450,436.32
Quality Storm Water Solutions P.O. Box 1847 Evans, GA 30809	YES	233338	YES	$457,102.00
Contract Management, Inc. 1827 Killingsworth Augusta, GA 30904	YES	225306	YES	$491,791.75
Eagle Utility Contracting, Inc. 1350 Branch Road Bishop, GA 30627	YES	206663	YES	$898,788.25

Item # 5

FORT GORDON NEW WATER AND SEWAGE CONNECTIONS TAB SHEET

DESCRIPTION	QTY	UNIT	Blair Construction		Quality Strom Water Solutions		CMI		Eagle Contracting	
			UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
6" Diameter PVC sanitary pipe SDR 35, Depth 0' to 6' including Type II (No. 57 stone) bedding material	650	LF	$13.55	$8,807.50	$23.25	$15,112.50	$24.00	$15,600.00	$31.00	$20,150.00
8" Diameter PVC sanitary pipe SDR 35, Depth 0' to 6' including Type II (No. 57 stone) bedding material	700	LF	$17.25	$12,075.00	$25.25	$17,675.00	$26.60	$18,620.00	$43.00	$30,100.00
Pre-Cast sanitary manhole, GDOT STD 1011A, Type 1, depth 0-6'	25	LF	$1,359.94	$33,998.50	$1,600.00	$40,000.00	$2,320.00	$58,000.00	$3,500.00	$87,500.00
6" sanitary sewer service, complete	40	EA	$1,168.85	$46,754.00	$1,300.00	$52,000.00	$600.00	$24,000.00	$3,000.00	$120,000.00
Cut and plug existing sanitary sewer, diameter varies	8	LF	$1,164.00	$9,312.00	$100.00	$800.00	$1,000.00	$8,000.00	$1,500.00	$12,000.00
Tie new san. Sewer to existing manholes, diameter varies	15	EA	$1,455.00	$21,825.00	$750.00	$11,250.00	$800.00	$12,000.00	$2,500.00	$37,500.00
1" Tap on same size Dia. Pipe	13	EA	$850.00	$11,050.00	$176.00	$2,288.00	$800.00	$10,400.00	$1,325.00	$17,225.00
2" Tap on same size Dia. Pipe	15	EA	$1,067.00	$16,005.00	$577.00	$8,655.00	$900.00	$13,500.00	$2,180.00	$32,700.00
3" Tap on same size Dia. Pipe	15	EA	$1,576.25	$23,643.75	$1,950.00	$29,250.00	$1,200.00	$18,000.00	$3,725.00	$55,875.00
4" Tap on same size Dia. Pipe	15	EA	$1,920.60	$28,809.00	$1,950.00	$29,250.00	$1,400.00	$21,000.00	$3,800.00	$57,000.00
6" Tap on same size Dia. Pipe	15	EA	$2,425.00	$36,375.00	$2,482.00	$37,230.00	$2,000.00	$30,000.00	$4,425.00	$66,375.00
8" Tap on same size Dia. Pipe	10	EA	$2,783.90	$27,839.00	$2,582.00	$25,820.00	$3,000.00	$30,000.00	$5,285.00	$52,850.00
2" PVC Water Transmission Main C 900, Class 200	400	LF	$7.76	$3,104.00	$5.75	$2,300.00	$10.00	$4,000.00	$8.00	$3,200.00
3" PVC Water Transmission Main C 900, Class	500	LF	$8.24	$4,120.00	$8.00	$4,000.00	$12.00	$6,000.00	$8.50	$4,250.00
6" DIP, water transmission, Class 350, standard	500	LF	$20.66	$10,330.00	$28.50	$14,250.00	$30.85	$15,425.00	$27.00	$13,500.00
8" DIP, water transmission, Class 350, standard	500	LF	$25.02	$12,510.00	$29.00	$14,500.00	$38.40	$19,200.00	$32.50	$16,250.00
10" DIP, water transmission, Class 350, standard	400	LF	$31.04	$12,416.00	$36.00	$14,400.00	$50.25	$20,100.00	$42.00	$16,800.00
12" DIP, water transmission, Class 350, standard	200	LF	$38.80	$7,760.00	$42.00	$8,400.00	$60.00	$12,000.00	$47.00	$9,400.00
Fire Hydrant Assembly Complete with valve, lead pipe Joint restraint ant, and blocking. (Valve Box and ATV kit included)	16	EA	$3,000.00	$48,000.00	$3,300.00	$52,800.00	$4,800.00	$76,800.00	$4,930.00	$78,880.00
Miscellaneous Pipe fittings and connections	5000	LB	$3.39	$16,950.00	$3.50	$17,500.00	$3.00	$15,000.00	$10.00	$50,000.00
				$391,683.75		$397,480.50		$427,645.00		$781,555.00
Lump Sum	1	15%	$58,752.57	$58,752.57	$59,622.00	$59,622.00	64146.75	64146.75	117233.25	117233.25
				$450,436.32		$457,102.50		$491,791.75		$898,788.25

Page 1 of 1
Original

Mandatory Pre-Bid Meeting
Bid Item #12-139
Fort Gordon New Water and Sewage Connections
for Augusta, Georgia - Utilities Department
Thursday, May 3, 2012 @ 10:00 a.m.

PLEASE PRINT

NAME	COMPANY/DEPT.	ADDRESS/CITY/STATE/ZIP CODE	TELEPHONE NUMBER	FAX NUMBER	Prime/Sub/
1. Stanley Aye	AUD	360 Bay Street	706 826 4788		
2. Ginny Williams	DBE/LSBOP	530 Greene St, Augusta, GA 30901	706 821-2406	706 821-4228	
3. Patrick Dillard	Blair	P.O. Box 770 Evans, GA 30809	706 868-1950	706 868-1855	P
4. Anthony Highfield	Eagle Utility Contracting Inc.	1350 Branch Rd Bishop GA 30621	(706) 769-6015	706 769-1038	P
5. THERON SAPP	QUALITY STORM WATER SOLUTIONS	P.O. Box 1847 EVANS, GA 30809	706-533-9450	706-210-8047	P
6. JAMES WILLIAMS	Contract Management INC	PO Box 3833 Augusta, GA 30914	7066679033	7066679034	P
7. Bob Hickman	11	11	706 6679033 Cell 706 [illegible]	7066679034	P
8. Nancy Williams	Procurement		706-821-2355	821-2811	
9. Darrell White	Procurement		706 821-2423	706 821-2811	
10.					
11.					
12.					

Augusta
GEORGIA

UTILITIES DEPARTMENT

Tom Wiedmeier
Director

Jerry Delaughter
Assistant Director

MEMORANDUM

TO: **Geri A. Sams**

FROM: **Tom Wiedmeier**

DATE: **June 6, 2012**

SUBJECT: Bid Item #12-139 Fort Gordon New Water and Sewage Connections for Utilities Dept.
Bid Opening Date: May 25, 2012 @11:00

We have reviewed the bid tab sheet and submittals received for the above item. I recommended award of bid item #12-139 to the lowest responsive bidder: Blair Construction in the amount of $450,436.32

Sincerely,

Tom D. Wiedmeier

Tom Wiedmeier, P.E Augusta Utilities Department

Cc: Jerry Delaughter, Asst. Director
Sean Barr, Civil Engineer

7 JUN '12 PM 4:41

Engineering Division
360 Bay Street, Suite 180 - Augusta, GA 30901
(706) 312-4132 – Fax (706) 312-4133
WWW.AUGUSTAGA.GOV

ATTN THERON SAPP
QUALITY STORM WATER SOLUTIONS
437 CAMBRIDGE CIRCLE
MARTINEZ GA 30907

ATTN JAMES WILLIAMS
CONTRACT MANAGEMENT INC
1827 KILLINGSWORTH
AUGUSTA GA 30904

ATTN TONY HIGHFIELD
EAGLE UTILITY
1350 BRANCH ROAD
BISHOP, GA 30627

ATTN PATRICK DILLARD
BLAIR CONSTRUCTION
PO BOX 770
EVANS, GA 30809

Tom Wiedmeier
Augusta Utilities
Bay Street

Jerry Delaughter
Augusta Utilities
Bay Street

Stanley Aye
Augusta Utilities
Bay Street

Yvonne Gentry
LSB – 3RD FLOOR

Bid Item 12-139 Fort Gordon New
Water & Sewage Connections
Faxed and Mailed 4/27/12

Bid Item #12-139
Fort Gordon New Water & Sewage
Connections
For Utilities Department
Bid Due: Fri 5/25/12 @ 11:00 a.m.

Augusta GEORGIA — **UTILITIES DEPARTMENT**

Tom D. Wiedmeier, P.E.
Director

Jerry Delaughter, P.E.
Assistant Director -Engineering

June 1, 2011

Ms. Geri Sams
Augusta Procurement Department
530 Greene Street
Augusta, Georgia 30901

RFQ Item #11-130: Task Order Program for Infrastructure for the City of Augusta – Utilities Department

Augusta Utilities Department recommends the approval/acceptance of the CMI, Inc., Blair Contracting, Eagle Utilities, and Quality Storm Solutions as qualified contractors selected based on subject RFQ.

Pending the Augusta/Richmond Commission approval, the contractors will participate in the AUD Task Order Infrastructure Program as outlined in subject solicitation.

Sincerely,

Tom D. Wiedmeier

Tom Wiedmeier, P.E.
Director of Augusta Utilities

CC: Jerry Delaughter, P.E., Asst. Director of Engineering – Utilities Department
Russell Thies, Asst. Director of Construction & Maintenance – Utilities Department
Phyllis Mills, Procurement Department
Nancy Williams, Procurement Department

Augusta Utilities Department
360 Bay Street - Suite 180 - Augusta, GA 30901
(706) 312-4132 – Fax (706) 312-4133
WWW.AUGUSTAGA.GOV

REQUEST FOR QUALIFICATIONS

Request for Qualifications will be received at this office until Tuesday, May 24, 2011 @ 3:00 p.m. for furnishing:

RFQ ITEM #11-130 **Task Order Program for Infrastructure for Utilities Department**

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

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

RFQ documents may be viewed on the Augusta Richmond County web site under the Procurement Department **ARCbid.** RFQ documents may be obtained at the office of the Augusta, GA Procurement Department, 530 Greene Street – Room 605, Augusta, GA 30901. **A Mandatory Pre-Qualification Meeting will be held on Friday May 6, 2011 @ 10:00 a.m. in the Procurement Department, 530 Greene Street, Room 605. All questions must be submitted in writing by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Monday, May 9, 2011 @ 5:00 P.M. No bid will be accepted by fax, all must be received by mail or hand delivered.**

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

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

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

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

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

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle	April 14, 21, 28, May 5, 2011
Metro Courier	April 20, 2011

cc:	Tameka Allen	Interim Deputy Administrator
	Tom Wiedmeier	Augusta Utilities
	Drew Goins	Augusta Utilities
	Jerry Delaughter	Augusta Utilities
	Merle Wilkie	Augusta Utilities

RFQ Item #11-130 Task Order Program for Infrastructure for the City of Augusta - Utilities Department RFQ Due: Tuesday, May 24, 2011 @ 3:00 p.m.			
VENDORS	Attachment B	Original	8 Copies
Blair Construction, Inc. PO Box 770 Evans, GA 30809	Yes	Yes	Yes
Contract Management, Inc. 1827 Killingsworth Augusta, GA 30904	Yes	Yes	Yes
Eagle Utility Contracting, Inc. 1350 Branch Road Bishop, GA 30627	Yes	Yes	Yes
Quality Storm Water Solutions P.O. Box 1847 Evans, GA 30809	Yes	Yes	Yes

Mandatory Pre-Qualifications Conference
RFQ Item #11-130
Task Order Program for Infrastructure for Utilities Department
for the City of Augusta – Utilities Department
Friday, May 6, 2011 @ 10:00 a.m.

PLEASE PRINT

Page 1 of 1

Original

NAME	COMPANY/DEPT.	ADDRESS/CITY/STATE/ZIP CODE	TELEPHONE NUMBER	FAX NUMBER	Prime/Sub/
1. MERRILL WILKIE	AUD-BAY ST	SUITE 180 360 BAY ST. AUG. GA 30901	706-312-4144	706-312-4123	
2. James Williams	Contract Management, Inc	1827 Killingsworth Rd. Augusta, GA 30904	706-667-9033	7066679034	Prime
3. THERON SAPP	QUALITY STORM WATER SOLUTIONS	P.O. Box 1847 EVANS, GA 30809	706-533-9450	706-210-8047	PRIME
4. Ginny Williams	~~501 Greene St.~~ DBE	501 Greene Street Augusta GA 30901	706-821-2406	706-821-4228	
5. Anthony Highfield	Eagle Utility Contracting Inc.	1350 Branch Rd Bishop GA 30621	706 769-6015	706 769-1658	Prime
6. William Mutimer	Blair Const. Inc.	~~770~~ P.O. Box 770 Evans, Ga 30809.	706-868-1950	706-868-1855	Prime
7. Sean Barr	Augusta Utilities	360 Bay St - Suite 180 Augusta, GA 30901	706-312-4132	706-312-4153	
8. Phyllis Mills	Procurement		706 821-2888	706 821-2811	
9. Sheila Paulk	Procurement		706 821-4251	706 821-2811	
10.					
11.					
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Cumulative Evaluation Sheet - RFQ Item #11-130
Task Order Program for Infrastructure
for the City of Augusta - Utilities Department

Evaluation Criteria	PTS	Blair Construction, Inc. PO Box 770 Evans, GA 30809	Contract Management, Inc. 1827 Killingsworth Augusta, GA 30904	Eagle Utility Contracting, Inc. 1350 Branch Road Bishop, GA 30627	Quality Storm Water Solutions P.O. Box 1847 Evans, GA 30809
1. Firm's experience in utility construction	25	20.7	16.7	18.3	15.0
2. Firm's experience with AUD projects, infrastructure & specifications	25	20.7	15.0	18.3	11.7
3. Capacity/Ability to respond	25	20.7	16.7	19.0	15.0
4. Ability to meet liability insurance & specified bonding requirements	25	25.0	25.0	25.0	25.0
Total	100	87.0	73.3	80.7	66.7

Comments:

FYI: Process Regarding Request for Proposals and Request for Qualifications

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

(4) The quality of performance on previous contracts,

(5) The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services,

(6) The sufficiency of the financial resources of the bidder relating to his ability to perform the contract,

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

(8) The number and scope of conditions attached to the bid by the bidder.

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

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

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

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

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

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

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

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

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

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

Sec. 1-10-45. Sealed proposals.

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

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

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

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

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and Request for Qualifications

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

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

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

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

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

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

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

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

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

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

(a) The department must solicit the best possible contract with the person providing the professional service.

(b) Negotiation with the person providing professional services shall include the department head and the Augusta-Richmond County Administrator.

(c) The department shall obtain the approval of the Commission.

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Planholders List

Member Name City of Augusta, GA (Augusta Commission)

Bid Number RFQ-11-130-0-2011/GS

Bid Name Task Order Program for Infrastructure for Utilities Department

1 Document(s) found for this bid

19 Planholder(s) found.

Add Planholder

Supplier Name	Phone	Fax	Doc Count	Attributes	Programs	Actions
Avineon Inc	2568809663	2565081912	1			
Blanchard & Calhoun Commercial	7067225565	7067226960	1			Documents
CDW Government LLC	8008084239	8474190200	1			Documents
CitiTech Systems, Inc.	6053485069	6053486224	1			Documents
Constantine Engineering	8502445800	8502445800	1			Documents
DCR Engineering Services, Inc.	8035599687	8634288036	1			Documents
DS Utilities, Inc.	8033459106	8033455362	1			Documents
Environmental Services, Inc.	9044702200	9044702112	1	1. Woman Owned		Documents
Florida Power & Light Company	9544943610	9544439588	1			Documents
Geographic Technologies Group, Inc.	9197599214	9197590410	1			Documents

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Add Planholder

Supplier Name	Phone	Fax	Doc Count	Attributes	Programs	Actions
Hayes e-Government Resources, Inc.	8502970551	8502970644	1			Documents
Idea Integration Corp.	9043602412	9043602199	1			Documents
McKim & Creed, P.A.	9192338091	7274613827	1			Documents
NetTek, LLC	7573214000	7573214001	1			Documents
Onvia, Inc. - Content Department	2063739500	8882637801	1			Documents
Reynolds, Smith and Hills, Inc. attention: Sue Skinner	9042562500	9042562501	1			Documents
Robert M. Anderson, Inc.	7703851179	7703851182	1			Documents
Schumaker & Company, Inc.	7349985550	7349985590	1	1. Small Business 2. Woman Owned		Documents
Shaw Environmental and Infrastructure, Inc.	4072873223	4072873201	1			Documents

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