



Engineering Services Committee
Meeting

Commission Chamber- 8/8/2011- 1:05 PM

ENGINEERING SERVICES

1. Approve award of RFP #11-129, Landscape Maintenance Services, for the Solid Waste Facility. ☐ [Attachments](#)
2. Approve the Emergency Trees Cut and Removal in the amount of \$28,944.20 for Horizon Construction; funded from SPLOST Phase IV account number 323-041110-201824021 as requested by AED. ☐ [Attachments](#)
3. Approve and authorize execution of a lease agreement with Georgia Power to provide, install and maintain the exterior site lighting for the Augusta, Georgia New Sheriff's Office. The upfront cost will be \$39,000.00 which includes trenching, underground conduit, wiring, installation of poles and lights for the Augusta, Georgia New Sheriff's Office Building. ☐ [Attachments](#)
4. Motion to determine that a portion of Young Street, as shown on the attached plat and consisting of approximately 0.483 acre (21,031.19 square feet), has ceased to be used by the public to the extent that no substantial public purpose is served by it or that its removal from the county road system is otherwise in the best public interest, pursuant to O.C.G.A. § 32-7-2, with the abandoned property to be quit-claimed to the appropriate party(ies). ☐ [Attachments](#)
5. Motion to determine that a portion of Oakdale Avenue, as shown on the attached plat and consisting of approximately 0.22 acre (9,574.00 square feet), has ceased to be used by the public to the extent that no substantial public purpose is served by it or that its removal from the county road system is otherwise in the best public interest, pursuant to O.C.G.A. §32-7-2, with the abandoned property to be quit-claimed to the appropriate party(ies), and an easement to be retained over the entire abandoned portion for existing or future utilities. ☐ [Attachments](#)

6. Motion to determine that Kingston Street, as shown on the attached plat (west of Holley Street and being north of and parallel to Brown Street), has ceased to be used by the public to the extent that no substantial public purpose is served by it or that its removal from the county road system is otherwise in the best public interest, pursuant to O.C.G.A. § 32-7-2, with the abandoned property to be quit-claimed to the appropriate party(ies). ☐ [Attachments](#)
7. Approve Resolution of adoption of Draft Hazard Mitigation Plan Update. ☐ [Attachments](#)
8. Approve road name change from McCain Way to McCann Way as requested by 90% of the adjoining property owners. ☐ [Attachments](#)
9. Motion to approve an addendum to the Solid Waste Collection Contract No. 06-001. ☐ [Attachments](#)
10. Approve purchasing extended full replacement warranties for the on-site hypochlorite generation system electrodes and cells at the Highland Avenue Water Treatment Plant and the James B. Messerly Water Pollution Control Plant. ☐ [Attachments](#)
11. Authorize the award and execution of a contract with Dewberry & Davis, Inc. for the update to AUD's Watershed Assessment and Source Water Protection Plan (RFQ #11-059) in the amount of \$214,470. ☐ [Attachments](#)



Engineering Services Committee Meeting

8/8/2011 1:05 PM

Award of RFP #11-129, Landscape Maintenance Services for the Solid Waste Facility

Department: Environmental Services

Caption: Approve award of RFP #11-129, Landscape Maintenance Services, for the Solid Waste Facility.

Background: The Solid Waste Facility has undergone several major improvements to the grounds of the property over the past year. From landscaping the front entrance and coming in past the Scale house to the grounds around the new maintenance building. These areas are landscaped with sod and various types of trees and shrubs. It will be necessary to retain the services of a professional landscape maintenance service to maintain these areas of our facility.

Analysis: The Augusta Environmental Services Department and the Procurement Department have concluded the RFP process for RFP Item #11-129, Landscape Maintenance Services. After the review of the six compliant vendors, Jacobs Land Management has met all the specified requirements of the RFP documents without taking any exceptions and within the allocated budget amount. It is the opinion of the Augusta Environmental Services Department that Jacobs Land Management, with a bid of \$16,500.00 per year, should be awarded the contract as best bid.

Financial Impact: Adequate funds are available for the amount of \$16,500.00 from 541-04-4210 / 52.22410 lawn and ground upkeep.

Alternatives:

1. Approve award of RFP #11-129, Landscape Maintenance Services for the Solid Waste Facility to Jacobs Land Management.
2. Do not approve the award.

Recommendation: Approve award of RFP #11-129, Landscape Maintenance Services for the Solid Waste Facility to Jacobs Land Management.

**Funds are Available
in the Following**

Adequate funds are available for the amount of \$16,500.00 from 541-04-4210 / 52.22410 lawn and ground upkeep.

Cover Memo

Item # 1

Accounts:

REVIEWED AND APPROVED BY:

Finance.

Procurement.

Law.

Administrator.

Clerk of Commission

REQUEST FOR PROPOSALS

Request for Proposals will be received at this office until Thursday, May 26, 2011 @ 3:00 P.M. for furnishing:

RFP ITEM #11-129 Landscape Maintenance Services for Solid Waste Department

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

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

RFP documents may be viewed on the Augusta Richmond County web site under the Procurement Department **ARCbid**. RFP documents may be obtained at the office of the Augusta, GA Procurement Department, 530 Greene Street – Room 605, Augusta, GA 30901. Documents may be examined during regular business hours at the offices of Augusta, GA Procurement Department. **A Mandatory Pre Proposal Conference will be held on Tuesday, May 3, 2011 @ 10:00 a.m. in the Procurement Department, 530 Greene Street, Room 605. A mandatory site visit will follow. All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Thursday, May 5, 2011 @ 5:00 P.M. No RFP will be accepted by fax, all must be received by mail or hand delivered.**

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

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

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

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

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

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle April 7, 14, 21, 28, 2011

Metro Courier April 13, 2011

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

RFP Item #11-129 Landscape Maintenance Services for the City of Augusta - Solid Waste Department RFP Due: Thursday, May 26, 2011 @ 3:00 p.m.					
VENDORS	Attachment B	Addendum	Original	6 Copies	Fee Proposal
Augusta Lawn & Turf 3618 Phillips Drive Martinez, GA 30907	YES	YES	YES	YES	YES
Augusta Quality Lawn Care 1540 Keron Way Hephzibah, GA 30815	YES	YES	YES	YES	YES
Between The Edges 816 Edgefield Road North Augusta, SC 29841	YES	YES	YES	YES	YES
CSRA Landscaping 4223 Woodcreek Court Martinez, GA 30907	YES	YES	YES	YES	YES
Davis Lawn Care 316 Un Court, Ste 2 Grovetown, GA 30813	YES	YES	YES	YES	YES
Jacobs Land Management 118 Woodland Road Augusta, GA 30907	YES	YES	YES	YES	YES
North Georgia Landscape Po Box 585 Statham, GA 30666	Non-Compliant Late - Submittal was received Late in Procurement				
Horizon Landscape 451 Timber Wolf Trail Martinez, GA 30907					
Your Lawn Care Service 1456 Hephzibah-Mcbean Road Hephzibah, GA 30815					

**Cumulative Evaluation Sheet - RFP Item #11-129
Landscape Maintenance Services
for the City of Augusta - Solid Waste Department**

	PTS	Augusta Lawn & Turf 3618 Phillips Drive Martinez, GA 30907	Augusta Quality Lawn Care 1540 Keron Way Hephzibah, GA 30815	Between The Edges 816 Edgefield Road North Augusta, SC 29841	CSRA Landscaping 4223 Woodcreek Court Martinez, GA 30907	Davis Lawn Care 316 Un Court, Ste 2 Grovetown, GA 30813	Jacobs Land Management 118 Woodland Road Augusta, GA 30907
Evaluation Criteria							
1. Qualifications of Company – to include relevant projects	30	28.3	11.7	16.7	15.0	20.0	23.3
2. Qualifications of key personnel that will actually be assigned and directly involved and responsible throughout the duration of the project.	15	15.0	5.0	8.3	5.0	11.7	11.7
3. Work plan and overall service schedule	35	35.0	33.3	33.3	33.3	33.3	33.3
4. References - required for RFP (include specific individuals with addresses and telephone numbers)	15	13.3	13.3	13.3	13.3	15.0	13.3
5. Proximity to Augusta Within Aug. Richmond County 5 pts Within the CSRA 4 pts Within Georgia 3 pts Within SE United States (includes AL, TN, NC, FL) 2 pts All others 1 pt	5	4.0	5.0	4.0	4.0	4.0	5.0
Total	100	95.7	68.3	75.7	70.7	84.0	86.7



ENVIRONMENTAL SERVICES DEPARTMENT

Mark Johnson
Director

MEMORANDUM

TO: Geri Sams
Director - Procurement

FROM: Mark Johnson *mj*
Director

DATE: June 10, 2011

SUBJECT: Recommendation for awarding RFP Item #11-129, Landscape Maintenance Services for the Environmental Services Department

The Augusta Environmental Services Department and the Procurement Department have concluded the RFP process for RFP Item #11-129, Landscape Maintenance Services.

After the evaluation process of the six compliant vendors, Augusta Lawn & Turf received the highest score, although with an annual bid amount of \$40,980.00 they exceeded our projected budget amount. The next highest score was given to Jacobs Land Management who submitted a bid amount of \$16,500.00. They also met all specified requirements of the RFP documents without taking any exceptions and within an acceptable budget amount. Therefore, it is the recommendation of the Augusta Environmental Services Department that Jacobs Land Management should be awarded the contract for Landscape Maintenance Services.

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

MJ/tf

Cc: Nancy Williams
Phyllis Mills
File

14 JUN '11 AM 11:55

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

Item # 1

FYI: Process Regarding Request for Proposals and Request for Qualifications

§ 1-10-43

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

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

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

(Ord. No. 6939, § 16, 1-2-07)

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

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

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

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

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

Sec. 1-10-45. Sealed proposals.

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

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

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

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

T1:146

FYI: Process Regarding Request for Proposals
and Request for Qualifications

GENERAL GOVERNMENT

§ 1-10-46

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

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

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

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

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

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

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

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

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

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

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

T1:147

Mandatory Pre-Proposal Conference
RFP Item #11-129
Landscape Maintenance Services
for the City of Augusta-Solid Waste Department
Tuesday, May 3, 2011 @ 10:00 a.m.

PLEASE PRINT

NAME	COMPANY/DEPT.	ADDRESS/CITY/STATE/ZIP CODE	TELEPHONE NUMBER	FAX NUMBER	Prime/Sub/
1. Tammie Faulkner	ARC / SW	4330 Dears Bridge Rd. Blythe, GA 30805	706 592-3218	706 592-3255	
2. Brent Barlow	Between The Edges	816 Edgely Rd North Augusta, SC 29841	706. 863/303 9997/278 1868	803 278.1801	
3. Cindy Correia	Davis Lawn Care, LLC	316 WA Court, Ste #2 Grovetown, GA 30813	706-951-1789	706-854 0788	
4. Kendra Moore	North Georgia Landscape	P.O. Box 585 Statham, Ga. 30666	706-248-2863	678-786-795	
5. Ronnie Strigles	Your Lawn Care	1456 Hephzibah-McBean Rd Hephzibah GA 30815	706-839-8030 706 726-5766	706 736-5846	
6. ANTHONY ROBINSON	CSRA LANDSCAPING	4223 WOODCREEK CT. MARTINEZ, GA 30907	706 8146941 706 9516285	706 3642063	
7. Larry Price	Augusta Lawn & Tree	3618 Phillips Dr. Martinez GA 30907	706 8688696	706 8630999	
8.					
9.					
10.					
Item # 1					
12.					

Page 1 of 2
Original

Mandatory Pre-Proposal Conference
RFP Item #11-129
Landscape Maintenance Services
for the City of Augusta-Solid Waste Department
Tuesday, May 3, 2011 @ 10:00 a.m.

PLEASE PRINT

NAME	COMPANY/DEPT.	ADDRESS/CITY/STATE/ZIP CODE	TELEPHONE NUMBER	FAX NUMBER	Prime/Sub/
1. Rody Jacobs	Jacobs Land Management	118 Woodland Rd Martinez, GA 30907	706-267- 3050	706-364 3305	Prime
2. Ginny Williams	DBE/LSB	501 Stone Street Augusta, GA 30901	706 801-2406	706 821-7221	
3. John Gregory	Augusta Quality Lawn Care	1500 Meridian way Hephzibah GA 30815	706 592-9841	706 592-0864	
4. Bonnie Gregory	Augusta Quality Landcare	1540 Kenway Heights 30905	706- 592-9841	706- 592-0864	
5. Alexander Bettley	Horizon Landscape	212306 P. Box 451 Timber Wolf Trail	606) 564-5639	(706) 860 6112	Prime
6. Phyllis Mills	Procurement		706 821-2888	706 821-2811	
7. Sheila Bullock	Procurement		706 821-4251	706 821-2811	
8.					
9.					
10.					
Item # 1					
12.					

Page 2 of 2
Original

User: Mills, Phyllis

Organization:

City of Augusta, GA (Augusta Commission)

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Planholders List

Member Name City of Augusta, GA (Augusta Commission)

Bid Number RFP-11-129-0-2011/PJM

Bid Name Landscape Maintenance Services

1 Document(s) found for this bid

7 Planholder(s) found.

[Add Planholder](#)

Supplier Name ▲	Phone	Fax	Doc Count	Attributes	Programs	Actions
Augusta Quality Lawn Care	7055929841	7065920864	1			Documents
DGC Environmental Services, Inc.	7724679224	7724679226	1			Documents
Environmental Services, Inc.	9044702200	9044702112	1	1. Woman Owned		Documents
Lewis Tree Service Inc.	5852952458	5852355864	1			Documents
North Georgia Landscape Group	7062482563	6787567195	1	1. African American Owned 2. Small Business		Documents
The Budd Group	4078238188	4078239164	1			Documents
The Davey Tree Expert Company	3306739511	3306737089	1			Documents

Page 1 of 1

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Bidders List

Bid Item # 11-129 Cost \$ 5

#	Company Name	Complete Mailing Address	Date	Spec. #	Initials	Mailed by
1	Frail's Landscaping Attn: Alvin Frails 444 Sandy Run Road Harlem, GA 30814	Phone 706 556-9689	4/7/11		DW	U.S. Mail
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						

HORIZON LANDSCAPE GROUP
4416 COLUMBIA RD
MARTINEZ, GA 30907

DC LAWN CARE
2967 OLD THOMSON ROAD
APPLING, GA 30802

ANDY WATSON LANDSCAPING
4447 SHADOWOOD DRIVE
MARTINEZ, GA 30907

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

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

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

GREEN KEEPER LANDSCAPING
342 BOY SCOUT ROAD
AUGUSTA, GA 30909

AUGUSTA LAWN & TURF
3618 PHILLIPS DRIVE
MARTINEZ, GA 30907

DAVIS LAWN CARE
316 UN COURT, STE 2
GROVETOWN, GA 30813

SOUTHERN NATURAL
LANDSCAPING
1059 FRANKE INDUSTRIAL DR
AUGUSTA, GA 30909

CLASSIC LANDSCAPE &
MAINTENANCE
3930 HALEY ROAD
AUGUSTA, GA 30907

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

TURF MASTERS
2014 WESTSIDE COURT
AUGUSTA, GA 30907

CSRA LANDSCAPING
2232A PEACH ORCHARD ROAD
AUGUSTA, GA 30906

THE GROUNDSMAN
5000 GROPP WAY
EVANS, GA 30809

YOUR LAWN CARE SERVICE
ATTN: RONNIE STRIGGLES
1456 HEPHIZIBAH-MCBEAN ROAD
HEPHZIBAH, GA 30815

LANDCRAFTERS
424 VAUGHN ROAD
MARTINEZ, GA 30907

PRESCOTT INDUSTRIES
2404 OLD SAVANNAH
AUGUSTA, GA 30901

Yvonne Gentry
LSBOP
Hatcher Building

Mark Johnson
Solid Waste Department
Deans Bridge Road

Lori Videtto
Solid Waste Department
Deans Bridge Road

Bid Item #11-092 Landscape
Maintenance Services mailed 4/7/11

Bid Item #11-129
Landscape Maintenance Services
Solid Waste Department
RFP Due: Thurs. 5/26/11 @ 3:00 p.m.



**Engineering Services Committee Meeting
8/8/2011 1:05 PM
Emergency Project – Windstorm Hazards**

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

Caption: Approve the Emergency Trees Cut and Removal in the amount of \$28,944.20 for Horizon Construction; funded from SPLOST Phase IV account number 323-041110-201824021 as requested by AED.

Background: In the last month, due to the tremendous degree of windstorms, the Engineering Department (AED) has had to hire on an emergency basis Horizon Construction to cut and remove trees/debris in the Augusta Richmond County area. The down trees in the area (June 2011) from the various windstorms were safety hazards and created immediate public safety issues. The situations warranted immediate action but AED did not have sufficient in-house resources to handle these hazards in a timely manner. Also, due to time constraints, AED could not go through the normal process to bid this contract.

Analysis: The work was done under an emergency situation that warranted immediate response by the AED to minimize public exposure to fallen trees hazard and road hazard, and also minimize Augusta-Richmond County's exposure to potential liability. The cost to cover the Emergency Trees Cut and Removal is \$28,944.20.

Financial Impact: Funding is available in the SPLOST Phase IV Contingency Account 324-041110-6011110/201824021-6011110 for this request.

Alternatives: 1) Approve the Emergency Trees Cut and Removal in the amount of \$28,944.20 for Horizon Construction; funded from SPLOST Phase IV account number 323-041110-201824021 as requested by AED. 2) Do not approve and identify alternative ways to meet this financial obligation.

Recommendation: Approve Alternative Number One.

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

324-041110-6011110/201824021-6011110

REVIEWED AND APPROVED BY:

Finance.

Law.

Administrator.

Clerk of Commission



Engineering Services Committee Meeting

8/8/2011 1:05 PM

Georgia Power lease agreement for site lighting at the new Richmond County Sheriff's Office Administration Facility

Department: Tom Beck, Director, Recreation, Parks and Facilities

Caption: Approve and authorize execution of a lease agreement with Georgia Power to provide, install and maintain the exterior site lighting for the Augusta, Georgia New Sheriff's Office. The upfront cost will be \$39,000.00 which includes trenching, underground conduit, wiring, installation of poles and lights for the Augusta, Georgia New Sheriff's Office Building.

Background: Georgia Power is the only entity that will provide, install and maintain the exterior site lights. Heery International held discussions with Georgia Power over the past two months working out details for site lighting installation.

Analysis: Having Georgia Power provide, install and maintain the site lighting is the least expensive turn-key operation for obtaining and maintaining the exterior lighting for the Augusta, Georgia New Sheriff's Office Building. The Scope of Work for the upfront costs includes trenching, cable, conduit, direct wire, pole and light installation and is within the budgeted amount for this scope of work.

Financial Impact: The amount for upfront costs for the exterior site lighting is \$39,000.00. The Georgia Power package includes a government monthly rate fee for energy and lifetime maintenance warranty of the total installation for \$328.00.

Alternatives: 1. Approve and authorize site lighting lease agreement with Georgia Power. 2. Deny approval and authorization of the execution of a lease agreement with Georgia Power and seek an alternate estimate for the installation of the site lights. Augusta, Georgia would have to provide for the maintenance for these lights.

Recommendation: Approve and authorize the execution of a lease agreement with Georgia Power to provide, install, and maintain the exterior site lighting for the Augusta, Georgia New Sheriff's Office Building. Cover Memo

lighting for the Augusta, Georgia New Sheriff's Office Building.

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

GL -325-05-1120; JL - 208251103 GL - 328-03-1130: JL -
210351003

REVIEWED AND APPROVED BY:

Finance.

Procurement.

Law.

Administrator.

Clerk of Commission

Bin 73201
4220 Evans-To-Lock Road
Evans, Georgia 30809



Augusta Richmond County Sheriff's Dept

February 28, 2011

Clay,

You have expressed interest in Georgia Power providing the parking lot lights at the new Augusta Richmond County Sheriff's Dept. Georgia Power is offering you state of the art fixtures that will meet your needs. The outdoor lighting fixture suggested to you will be at a monthly rate. The monthly rate includes **energy** and **maintenance** of the fixtures.

Conventional

Georgia Power will install (7) 350w metal halide galleria lights (white light) with (5) 25' square steel bronze poles on bases that will be 3' out of the ground. These lights will meet the LEEDS criteria. Georgia Power will also install (5) 150w metal halide Lantern decorative post top lights on 12' decorative poles. See attached layout for poles and light locations.

Total cost per month for the (12) lights is \$328.00

Upfront cost for all of the poles, lights and trenching including conduit is \$39,000.

Option: 1. No upfront and a monthly cost for the (12) lights of \$672.00

Option: 2. Upfront of \$19,500 and a monthly cost for the (12) lights of \$500.00

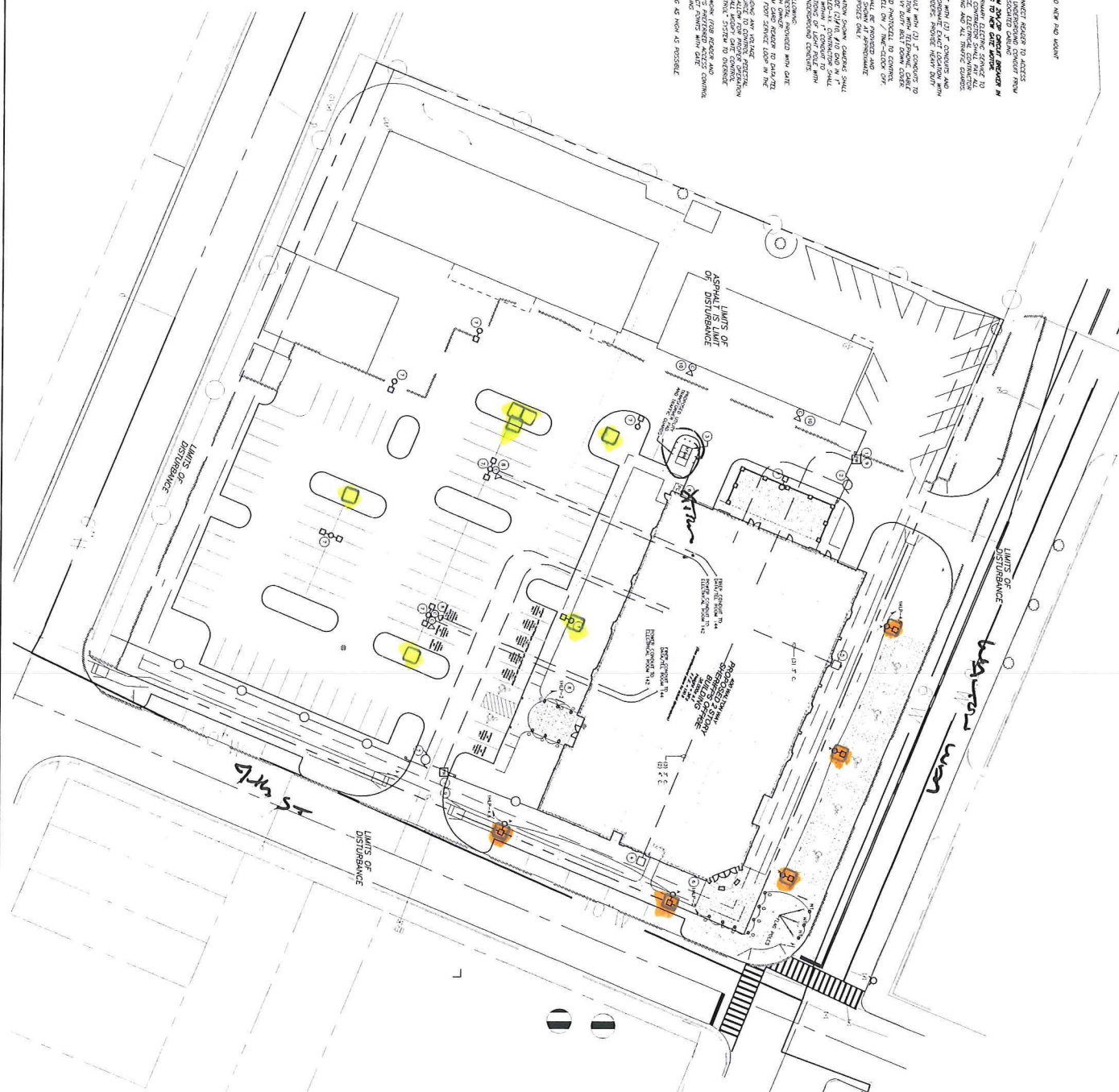
This will give you great lighting throughout the parking lots for security and liability. You will have the convenience of one call to Georgia Power to take care of repairs to this equipment. We are serious about providing you with prompt service with our outdoor lights. This price is good for 30 days. Your lighting needs will be met by calling me at (706) 667-5611.

Sincerely,

A handwritten signature in black ink, appearing to read "Ken C. Bodner".

Ken Bodner

Georgia Power Lighting Services



KEY NOTES:

① PROVIDE CORD READER ON NEW PEDISTAL. CORD READER TO ACCESS CONTROL PANEL WITHIN BUILDING. PROVIDE 1" UNDERGROUND CONDUIT FROM PEDISTAL TO ACCESS CONTROL PANEL FOR ASSOCIATED CABLEING.

- [illegible]

Lighting Services – NESC® Standard Lease Agreement



Ref # _____ DWE # _____ LAMP # _____

Ref # _____ DWE # _____ LAMP # _____

Lead # _____

Customer's Name: Augusta Richmond County Govt Tel #: _____ Alt. Tel #: _____Service Address: Warren way @ 4th st (new sheriffs admin bldg)
(street, apt. #, etc.)Augusta, Ga. 30901

Zip Code: _____

Mailing Address: _____
(street, apt. #, etc.)

Zip Code: _____

SS #/Tax ID: _____ Acct #: _____ County: Richmond Region: EastType Customer: ☒ Commercial ☐ Industrial ☐ Residential ☐ New Account ☐ Customer ChoiceConversion? ☐ Yes ☐ No Type of Construction: ☒ New ☐ ExistingDescription of Business (Apartment Complex, Car Dealer, etc.): New Sher. Hts Admin Bldg☒ Governmental ☐ Non-Governmental

EQUIPMENT										☐ Bill	☐ Collected
Prepaid Amount (excludes applicable sales tax)								\$			
Action	Qty	Lamp Wattage	Type Lamp (HPS, etc.)	Fixture Description	OH/UG	M/UM	Equipment Amount (\$)	Estimated Regulated Charge* (\$)	Estimated Monthly Charge* (\$)		
I	7	350	m H	collenia lights with poles	V6	UM					
I	5	150	m H	decorative post-top lights	V6	UM					
Monthly Total *							\$	\$	\$		

*Estimated Regulated Charge is subject to change at any time as dictated by the Georgia Public Service Commission. "Estimated Monthly Charge" is the sum of "Equipment Amount" and "Estimated Regulated Charge" and will vary with the Regulated Charge. **Excludes any applicable sales tax**

Project Notes: _____

Initial Term of Agreement: 1 Months Initial term starts on the date billing begins

Customer agrees to lease the Equipment described above from Georgia Power Company on the attached terms and conditions.

Customer's Authorized Signature

Signature _____ Date _____

Print Name _____

Print Title _____

Georgia Power Company

Signature Ken C. Brander Date _____Print Name Ken C. BranderPrint Title AE

1. **Lighting Equipment Lease.** Georgia Power Company ("GPC") will lease to Customer the "Equipment" described on Page 1 of this Lease Agreement ("Agreement") for use at the "Premises" (the "Service Address" shown on Page 1) and will provide electric service to operate the Equipment. Customer grants a license and right of access to GPC (and to GPC's representatives and contractors) to enter the Premises to install, connect, inspect, maintain, test, replace, repair, or remove the Equipment; to remove or disconnect pre-existing equipment as noted; to provide electric service for the Equipment; or to conduct any other Agreement-related activity (collectively, the "GPC Activities"). Customer acknowledges that the Equipment, though attached to real property, will always remain the exclusive personal property of GPC and that GPC may remove the Equipment when this Agreement ends. Customer also acknowledges that regulatory change during the Agreement term may require GPC to modify or replace some Equipment.
2. **Term.** The "Initial Term" of this Agreement is the period stated on Page 1, calculated from the date of the first monthly bill. After the Initial Term, the Agreement will automatically renew on a month-to-month basis until terminated by either Customer or GPC by providing written notice of intent to terminate to the other party at least 30 days before the desired termination date. GPC's address for notice is 1790 Montreal Circle, Tucker, GA 30084-6801; Customer's address for notice is the Mailing Address shown on Page 1.
3. **Payment.** GPC will invoice Customer per the terms stated on Page 1. After the First 60 Months, the monthly charge may be reduced as noted on Page 1 if Customer notifies GPC Lighting Services Business Unit at 1-888-768-8458. Customer acknowledges that the electric service charge will vary as dictated by the Georgia Public Service Commission. Customer agrees to pay the amount billed by the due date (20 days after billing date). If there is a balance outstanding past the due date, Customer agrees to also pay a 1.5% late fee on the unpaid balance and also acknowledges they may be required to pay a deposit of up to two times the Estimated Monthly Charge in order to continue service. **CUSTOMER ACKNOWLEDGES THAT GPC MAKES NO REPRESENTATION OR WARRANTY REGARDING TREATMENT OF THIS TRANSACTION BY THE INTERNAL REVENUE SERVICE OR THE STATUS OF THIS AGREEMENT UNDER ANY FEDERAL OR STATE TAX LAW; CUSTOMER ENTERS INTO THIS AGREEMENT IN SOLE RELIANCE UPON CUSTOMER'S OWN ADVISORS.**
4. **Equipment Protection.** Throughout this Agreement's term, Customer will inform its personnel (and any contractor or person performing construction at the Premises or digging near the Equipment) of the Equipment's presence. Either Customer or the other party must provide notices and locate requests to the Georgia Utilities Protection Center and must coordinate all activities with the Utilities Protection Center and with all utility facility owners or operators as required by the then-current Georgia Utility Facility Protection Act (O.C.G.A. § 25-9-1 *et seq.*) or High-voltage Safety Act (O.C.G.A. § 46-3-30 *et seq.*). As between Customer and GPC, Customer will bear all costs arising from failure to comply with these laws or for Equipment damage caused by anyone other than GPC (or GPC's representatives or contractors). IF THE EQUIPMENT IS DAMAGED, CUSTOMER WILL REPORT THE DAMAGE TO GPC AS SOON AS POSSIBLE BY CALLING (888) 660-5890.
5. **Maintenance.** During this Agreement's term, GPC will maintain the Equipment and will bear the cost of routine repair or replacement. Customer must notify GPC of any need for Equipment repair by either calling (888) 660-5890 or reporting the need online (<http://outdoorlighting.georgiapower.com>). If the Equipment damage was caused by Customer or a third party, Customer will reimburse GPC for the repair or replacement cost.
6. **Safety; Damages.** CUSTOMER ACKNOWLEDGES SOLE RESPONSIBILITY FOR THE SAFETY OF THE PREMISES AND ACKNOWLEDGES THAT GPC NEITHER HAS, NOR ASSUMES, ANY OBLIGATION TO ENSURE THE PREMISES' SAFETY. GPC MAKES NO COVENANT, WARRANTY, OR REPRESENTATION OF ANY KIND (INCLUDING WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY) REGARDING THE EQUIPMENT OR ANY GPC ACTIVITY UNDER THIS AGREEMENT. Customer will not be entitled to indirect or consequential damages from GPC of any kind (including loss of revenue, loss of actual or anticipated profits, loss of capital costs, loss of business reputation, or punitive damages) arising from any damage or delay involving the Equipment or this Agreement.
7. **Indemnity.** To the fullest extent allowed by law, Customer agrees to indemnify, defend (if requested by GPC), and hold harmless GPC and its affiliates and contractors (and their officers, directors, employees, representatives, and agents) from and against any claim, demand, damage, expense (including attorneys' fees and court costs), action, proceeding, judgment, penalty, fine, cost, or other liability (whether based upon tort, breach of contract, strict liability, equity, or otherwise) of any kind or nature for bodily injury (including death) to persons, damage to real or personal property (including loss of use), monetary damage, or equitable relief caused by or arising out of any act or omission of Customer involving this Agreement, the Equipment, or the Premises, in whatever manner caused and regardless of whether caused by or arising out of the joint, concurrent, or contributory (but not sole) negligence of GPC, any other person indemnified under this Agreement, or any other person not a party to this Agreement.
8. **Default.** Customer will be in default if any amount owed under this Agreement is not paid within 45 days of billing. GPC's waiver of any past default will not waive any other default. If default occurs, GPC may, at its discretion, immediately terminate this Agreement, collect all past due amounts and all amounts due for the Equipment during the Agreement's remaining term, remove the Equipment from the Premises, and seek any other available remedy.
9. **Entire Agreement.** This Agreement contains the parties' entire agreement relating to the Equipment and replaces any prior agreement, written or oral. This Agreement may be modified only by an amendment signed by each party, except that updated contact information (e.g., address, phone, website) may be provided at any time by written notice to the other party. This Agreement will be governed by Georgia law. If any provision is ruled invalid or unenforceable, the Agreement as a whole will not be affected. In this Agreement, "including" means "including, but not limited to."
10. **Pole Attachments.** If Customer desires to attach anything to any Equipment (poles, light fixtures, etc.), Customer must first obtain GPC's written permission. Customer must call GPC Lighting Services Business Unit at 1-888-768-8458 to obtain the proper pole attachment authorization.
11. **Georgia Security, Immigration, and Compliance Act (Applicable Only if Customer is a Georgia Governmental Entity).** Customer is a "public employer" as defined by O.C.G.A. § 13-10-91 and this Agreement is a contract for physical performance of services within the State of Georgia. Compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 is a condition of this Agreement and is mandatory. GPC's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 will be attested by execution of the contractor's affidavit attached as Exhibit "1" and made a part of this Agreement. GPC agrees that, if it employs or contracts with any subcontractor(s) in connection with this Agreement, GPC will secure from each subcontractor attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by execution of a subcontractor's affidavit in the form attached as Exhibit "2." The affidavit will become a part of the GPC/subcontractor agreement and GPC will maintain records of the affidavits for inspection by Customer.
12. **Customer Representations.** Customer represents to GPC that: (i) Customer is expressly authorized by all Premises owners (and any other party with rights in the Premises) to enter into this Agreement and to authorize the GPC Activities (including the use of vehicles, equipment, tools, and materials as necessary); (ii) all Premises property lines are clearly and accurately marked; and (iii) the Premises' final grade will vary no more than six inches from the grade existing at the time of Equipment installation.
 - (a) **Customer Duty.** If GPC agrees to allow Customer to perform any part of the Equipment installation (including trenching) itself or through a third party, Customer warrants that its work will meet GPC's installation specifications (which will be provided to Customer and are incorporated by this reference). Customer will bear all reasonable additional costs arising from Customer's non-compliance with GPC's specifications or lack of timely (i.e., 10 days') notice to GPC that GPC's portion of the Equipment installation can commence.
 - (b) **Underground Facilities/Obstructions.** Because GPC's Activities may require excavation or digging, Customer acknowledges that Customer must mark all underground obstructions and private utilities and facilities (e.g., gas lines, water lines, sewer lines, irrigation facilities, low voltage data or communication cables or lines, etc.) at the Premises. Customer warrants either that: (i) all underground obstructions and private utilities and facilities have been marked or will be marked before GPC commences Equipment installation or other GPC Activities involving excavation or digging; or (ii) there are no underground obstructions or private utilities or facilities at the Premises.
 - (c) **Unforeseen Conditions.** If Customer fails to properly mark or identify a private utility or facility or other underground obstruction, and damage occurs in connection with GPC's Activities, Customer agrees that, as between Customer and GPC, Customer will bear sole responsibility and that GPC will have no liability for any damage or resulting delay. Customer also acknowledges that the estimated charges shown on Page 1 include no allowance for any subsurface rock, wetlands, underground stream, buried waste, unsuitable or unstable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, etc. not properly identified and marked by Customer ("Unforeseen Condition"). If an Unforeseen Condition is encountered, GPC, in its sole discretion, may stop all GPC Activity until Customer either remedies the Unforeseen Condition or agrees to reimburse all GPC expenses arising from the Unforeseen Condition. Customer will bear all costs of any Equipment modification or change requested by Customer or dictated by Unforeseen Conditions or circumstances outside GPC's control.

CUSTOMER REPRESENTATIONS ACKNOWLEDGED BY CUSTOMER: Initials _____ Date _____

Item # 3

Please initial



Engineering Services Committee Meeting
8/8/2011 1:05 PM
Motion for Abandonment of Young Street

Department: Law

Caption: Motion to determine that a portion of Young Street, as shown on the attached plat and consisting of approximately 0.483 acre (21,031.19 square feet), has ceased to be used by the public to the extent that no substantial public purpose is served by it or that its removal from the county road system is otherwise in the best public interest, pursuant to O.C.G.A. § 32-7-2, with the abandoned property to be quit-claimed to the appropriate party (ies).

Background: The Housing Authority of the City of Augusta has requested that a portion of Young Street (between Old Bailie Street and St. Sebastian Way) be abandoned to allow for site improvements to the Peabody Apartments. This portion of Young Street can still be utilized for a turnaround for fire trucks, buses and garbage trucks, and also will provide additional parking as needed. This property does not serve any parcels with residences or structures. The abandonment request has been reviewed by all essential county departments and administrators and no objections were made to this abandonment request, provided that a twenty-five (25) foot easement be retained from the canal's toe of slope for utilities and canal maintenance and that there be no improvements within the twenty-five (25) foot area from the canal slope toe except for landscaping. The legal description and plat of the portion of Young Street to be abandoned are attached.

Analysis: In addition to the information provided in the above Background section, publication notices will be made for a public hearing to be held, with results to be presented to the Commission. Notice to the property owners located thereon will be made, pursuant to O.C.G.A. § 32-7-2(b)(1).

Financial Impact: Cost of publication and advertisement of public hearing.

Alternatives: Approve or deny request for determination of no substantial use regarding abandonment of portion of Young Street.

Cover Memo

Item # 4

Recommendation:

Approve determination of no substantial use regarding request for abandonment of said portion of Young Street, subject to the Engineering Department's request for a twenty-five (25) foot easement to be retained from the canal's toe of slope for utilities and canal maintenance and that there be no improvements within the twenty-five (25) foot area from the canal slope toe except for landscaping.

**Funds are Available
in the Following
Accounts:****REVIEWED AND APPROVED BY:****Finance.****Law.****Administrator.****Clerk of Commission**

Legal Description

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN RICHMOND COUNTY (CITY OF AUGUSTA), GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE RIGHT-OF-WAY MONUMENT FOUND AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF WALTON WAY (RIGHT-OF-WAY VARIES) AND THE WESTERLY RIGHT-OF-WAY LINE OF ST. SEBASTIAN WAY (RIGHT-OF-WAY VARIES), THENCE

ALONG THE RIGHT-OF-WAY LINE OF ST. SEBASTIAN WAY FOLLOWING AN ARC OF A CURVE TO THE LEFT A DISTANCE OF 165.48 FEET, SAID CURVE HAVING A RADIUS OF 666.20 FEET AND A CHORD BEARING OF NORTH 38 DEGREES 34 MINUTES 21 SECONDS EAST AND DISTANCE OF 165.05 FEET TO A CONCRETE RIGHT-OF-WAY MONUMENT FOUND; THENCE

ALONG THE RIGHT-OF-WAY LINE OF ST. SEBASTIAN WAY NORTH 26 DEGREES 25 MINUTES 51 SECONDS EAST, 95.55 FEET TO A ONE-HALF INCH REBAR PIN SET; THENCE

NORTH 04 DEGREES 40 MINUTES 35 SECONDS WEST, 66.21 FEET TO A ONE-HALF INCH REBAR PIN SET ON THE SOUTHERLY RIGHT-OF-WAY LINE OF YOUNG STREET AND THE POINT OF BEGINNING; THENCE

NORTH 28 DEGREES 11 MINUTES 50 SECONDS WEST, 394.95 FEET ALONG THE RIGHT-OF-WAY LINE OF YOUNG STREET TO A ONE-HALF INCH REBAR PIN SET; THENCE

NORTH 68 DEGREES 14 MINUTES 50 SECONDS WEST 29.12 FEET ALONG THE RIGHT-OF-WAY LINE OF YOUNG STREET TO A ONE-HALF INCH REBAR PIN SET ON THE EASTERLY SIDE OF OLD BAILIE STREET; THENCE

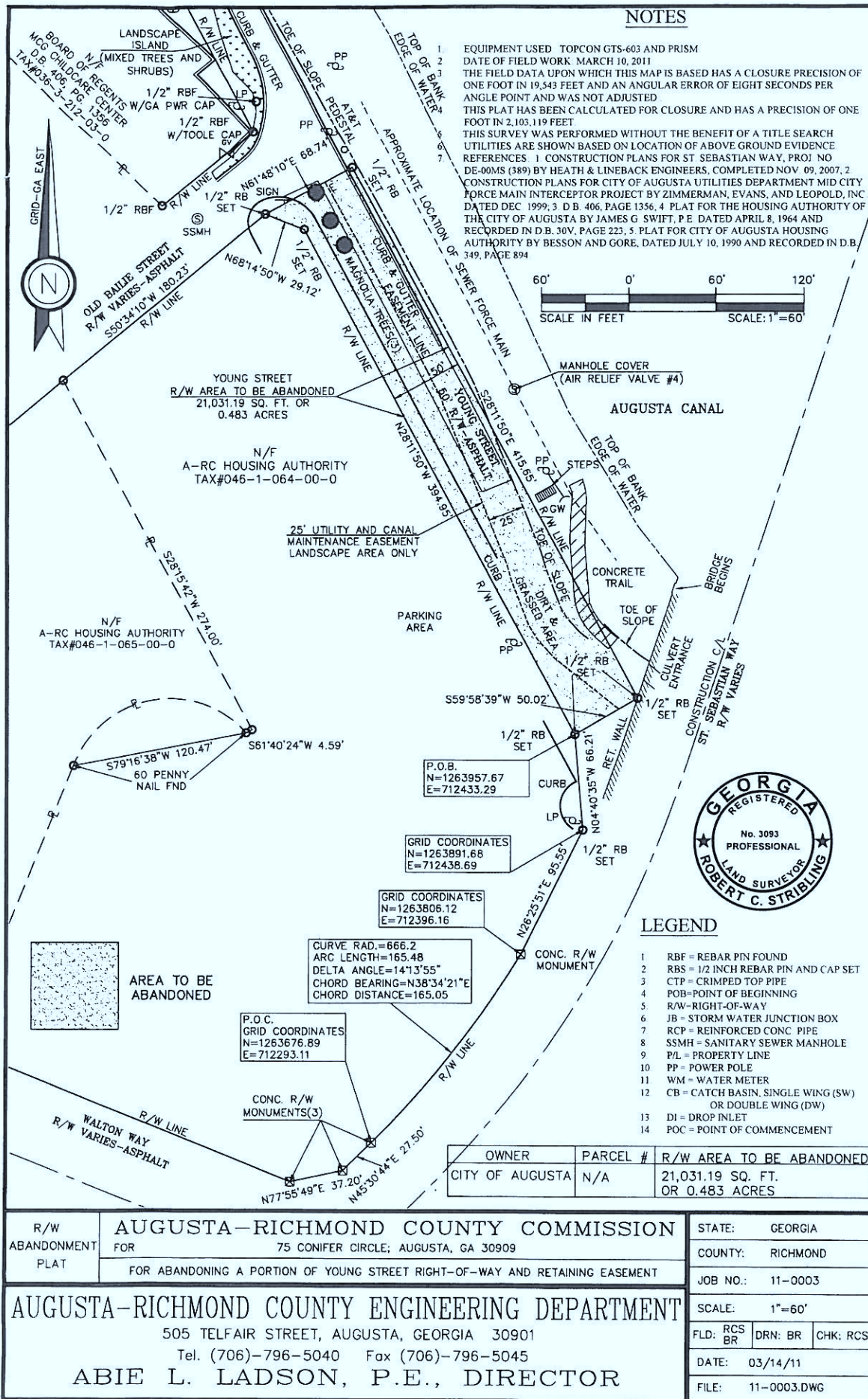
NORTH 61 DEGREES 48 MINUTES 10 SECONDS EAST, 68.74 FEET TO A ONE-HALF INCH REBAR PIN SET ON THE NORTHERLY SIDE OF YOUNG STREET; THENCE

SOUTH 28 DEGREES 11 MINUTES 50 SECONDS EAST, 415.65 FEET ALONG THE RIGHT-OF-WAY LINE OF YOUNG STREET TO A ONE-HALF INCH REBAR PIN SET; THENCE

SOUTH 59 DEGREES 58 MINUTES 39 SECONDS WEST, 50.02 FEET TO A ONE-HALF INCH REBAR PIN SET ON THE SOUTHERLY RIGHT-OF-WAY LINE OF YOUNG STREET AND THE POINT OF BEGINNING.

SAID TRACT OR PARCEL OF LAND CONTAINING 0.483 ACRES (21,031.19 SQUARE FEET) OF LAND.

THIS INSTRUMENT IS INTENDED TO DESCRIBE ALL OF THE PARCEL OF LAND SHOWN ON A DRAWING ENTITLED "PLAT FOR AUGUSTA-RICHMOND COUNTY COMMISSION" PREPARED BY AUGUSTA-RICHMOND COUNTY ENGINEERING DEPARTMENT ON MARCH 14, 2011 AND SHOWN AS PROJECT NO. 11-0003.





**Engineering Services Committee Meeting
8/8/2011 1:05 PM
Motion for Abandonment of Oakdale Rd**

Department: Law

Caption: Motion to determine that a portion of Oakdale Avenue, as shown on the attached plat and consisting of approximately 0.22 acre (9,574.00 square feet), has ceased to be used by the public to the extent that no substantial public purpose is served by it or that its removal from the county road system is otherwise in the best public interest, pursuant to O.C.G.A. §32-7-2, with the abandoned property to be quit-claimed to the appropriate party(ies), and an easement to be retained over the entire abandoned portion for existing or future utilities.

Background: The Engineering Department has requested to abandon a portion of Oakdale Avenue. This portion of Oakdale Avenue was never developed or paved and dead-ends into Pineview Drive. This property does not serve any parcels with residences or structures. The abandonment request has been reviewed by all essential county departments and administrators and no objections were made to this abandonment request. The Engineering Department requests that an easement be retained over the entire abandoned portion for existing or future utilities. The legal description and plat of the portion of Oakdale Avenue to be abandoned are attached.

Analysis: In addition to the information provided in the above Background section, publication notices will be made for a public hearing to be held, with results to be presented to the Commission. Notice to the property owners located thereon will be made, pursuant to O.C.G.A. §32-7-2(b)(1).

Financial Impact: Cost of publication and advertisement of public hearing.

Alternatives: Approve or deny request to determine that a portion of Oakdale Avenue be abandoned.

Recommendation: Approve determination regarding request for abandonment of said portion of Oakdale Avenue, with a public hearing to be held Cover Memo

regarding the issue of abandonment pursuant to O.C.G.A. §32-7-2, with the abandoned property to be quit-claimed to the appropriate party(ies), and an easement to be retained over the entire abandoned portion for existing or future utilities.

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

REVIEWED AND APPROVED BY:

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

Legal Description

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN RICHMOND COUNTY (CITY OF AUGUSTA), GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF OAKDALE AVENUE (50 FEET RIGHT-OF-WAY WIDTH) AND PINEVIEW DRIVE (50 FEET RIGHT-OF-WAY WIDTH) NORTH 07 DEGREES 14 MINUTES 03 SECONDS EAST, 35.17 FEET TO A HALF INCH REBAR PIN SET AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF OAKDALE AVENUE AND NORTHERLY RIGHT-OF-WAY LINE OF PINEVIEW DRIVE, SAID POINT BEING THE POINT OF BEGINNING; THENCE

SOUTH 52 DEGREES 31 MINUTES 55 SECONDS WEST, 49.94 FEET ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF PINEVIEW DRIVE TO A HALF INCH REBAR PIN SET AT THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OAKDALE AVENUE AND THE NORTHERLY RIGHT-OF-WAY LINE OF PINEVIEW DRIVE; THENCE

NORTH 37 DEGREES 55 MINUTES 25 SECONDS WEST, 197.77 FEET ALONG THE WESTERLY RIGHT-OF-WAY LINE OF OAKDALE AVENUE TO A HALF INCH REBAR PIN FOUND; THENCE

NORTH 64 DEGREES 13 MINUTES 27 SECONDS EAST, 50.61 TO A HALF INCH REBAR PIN FOUND ON THE EASTERLY RIGHT-OF-WAY LINE OF OAKDALE AVENUE; THENCE

SOUTH 38 DEGREES 03 MINUTES 49 SECONDS EAST, 187.52 FEET ALONG THE EASTERLY RIGHT-OF-WAY LINE OF OAKDALE AVENUE TO A HALF INCH REBAR PIN SET AND THE POINT OF BEGINNING.

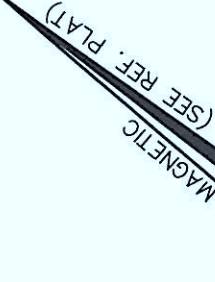
SAID TRACT OR PARCEL OF LAND CONTAINING 0.22 ACRES (9,574 SQUARE FEET) OF LAND, MORE OR LESS.

THIS INSTRUMENT IS INTENDED TO DESCRIBE ALL OF THE PARCEL OF LAND SHOWN ON A DRAWING ENTITLED "PLAT FOR AUGUSTA-RICHMOND COUNTY COMMISSION UNDEVELOPED R/W OF OAKDALE AVENUE IN PINEVIEW ESTATE SUBDIVISION" PREPARED BY AYERCORP ON MARCH 10, 2010 AND SHOWN AS JOB NO. 10-12044.

NOTES:

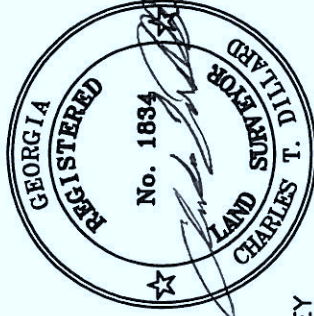
EQUIPMENT USED: TOPCON GTS - 225 & PRISM.
INTERPRETATION OF FIRM COMMUNITY-PANEL
INDICATES THIS PROPERTY IS NOT LOCATED
WITHIN A 100 YEAR FLOOD PLAIN.

N/F ARTHUR E. HALL Jr.
184-0-113-00-0
D.B. 914 PAGE 1



OAKDALE AVE. 50' R/W
Asphalt Paving

N/F KENNETH IVEY
184-0-114-00-0
D.B. 629 PAGE 769

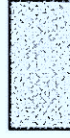


3-10-2000

LEGEND



EASEMENT AREA



ASPHALT PAVING

UNDEVELOPED PORTION OF OAKDALE
AVENUE TO BECOME PART & PARCEL OF
TPN 184-0-034-00-0 (DAVID FOOSHEE)
AND IS NOT TO BE CONSIDERED A
SEPARATE BUILDING LOT.

AN EASEMENT TO AUGUSTA-RICHMOND
COUNTY OVER THE UNDEVELOPED PORTION
OF OAKDALE AVENUE SHALL REMAIN FOR
ACCESS TO EXISTING OR FUTURE UTILITIES
LOCATED WITHIN THE UNDEVELOPED PORTION
OF OAKDALE AVENUE.

N/F DAVID FOOSHEE
184-0-034-00-0
D.B. 1113 PAGE 1994
D.B. 27D PAGE 630

N/F ANTHONY MARANO
184-0-090-00-0
D.B. 703 PAGE 729
D.B. 27D PAGE 630

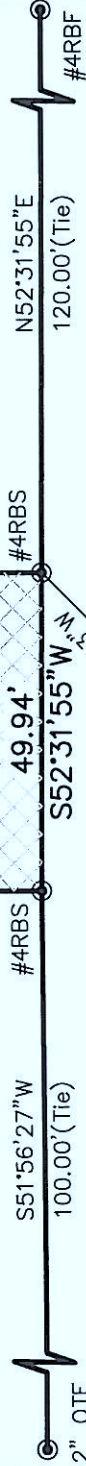
OAKDALE AVE. - 50' R/W
(UNDEVELOPED)
(SEE NOTE)

0.22 AC.
9,574 SQ. FT.

Item # 5

N37°55'25"W

187.52'



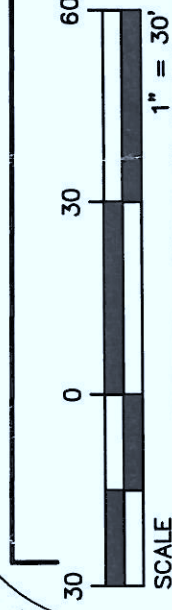
PINEVIEW DRIVE 50' R/W

REFERENCE PLAT
RECORD PLAT OF PINEVIEW ESTATE SUBDIVISION BY BEAZLEY
DATED 8/9/1958

THE FIELD DATA UPON WHICH THIS PLAT OR MAP IS BASED
HAS A CLOSURE PRECISION OF ONE FOOT IN 26,946
FEET AND AN ANGULAR ERROR OF 3" PER ANGLE
POINT AND WAS ADJUSTED USING COMPASS RULE.

DATE OF SURVEY : 3/4/2010
THIS PLAT OR MAP HAS BEEN CALCULATED FOR CLOSURE AND IS
FOUND TO BE ACCURATE WITHIN ONE FOOT IN 114,489
FEET.

Centerline intersection of
Pineview Dr. & Oakdale Ave.



PLAT

FOR AUGUSTA-RICHMOND COUNTY COMMISSION

UNDEVELOPED R/W OF OAKDALE AVENUE IN PINEVIEW ESTATE SUBDIVISION

REVISIONS

AYER CORP
ENGINEERS - SURVEYORS - PLANNERS
305 Broad Street Augusta, Georgia 30901
Tel. (706) 722-8808 - Fax (706) 722-8808



STATE: GEORGIA

COUNTY: RICHMOND

JOB NO.: 10-12044

SCALE: 1" = 30'

FLD: JGA DRN: BA CHK: CTD

DATE: 3/10/2010

FILE: P-STREET/AYER

**RESOLUTION OF THE AUGUSTA-RICHMOND COUNTY
COMMISSION TO ABANDON A SECTION OF OAKDALE AVENUE AS
PART OF THE ROAD SYSTEM OF AUGUSTA-RICHMOND COUNTY;**

THIS RESOLUTION, adopted by the Augusta-Richmond County, Georgia Commission ("Commission"):

WHEREAS, it has been proposed that the Commission make a determination that a portion of Oakdale Avenue consisting of 0.22 acre (9,574.00 square feet), as shown on the attached plat, has ceased to be used by the public to the extent that no substantial public purpose is served by it or that its removal from the county road system is otherwise in the best public interest and that the right-of-way should be abandoned as part of the Richmond County Road System; and

WHEREAS, it has been Richmond County's policy, pursuant to O.C.G.A. § 32-7-2, to reduce the number of roads in Augusta, Georgia that are not utilized or useful to the public and to abandon such roads; and

WHEREAS, Public Hearings were held on March 8, 2011 at the Augusta-Richmond County Municipal Building, Room 803, 530 Greene Street, Augusta, Georgia; and

WHEREAS, notice of such Public Hearing was published in *The Augusta Chronicle*, the newspaper in which Sheriff's advertisements for Richmond County are published, on February 24, 2011 and March 3, 2011, and that the property owners located on said portion of Hillside Lane were given notice; and

WHEREAS, the results of the Public Hearing were reported to the Board of Commissioners and considered thereby; and

WHEREAS, the Commission, at their meeting held _____, 2011, approved the proposed abandonment, pursuant to O.C.G.A. § 32-7-2 and the requirements of said statute having been met;

NOW, THEREFORE, be it resolved by the Commission and it is hereby resolved by the authority of same as follows:

1. It is hereby determined that all requirements of O.C.G.A. § 32-7-2 have been met for the abandonment and removal above-said of the Right-of-Way and such Right-of-Way no longer serves a substantial public purpose or that its removal from the county road system is otherwise in the best public interest and is hereby abandoned as part of the Richmond County Road System;
2. The land formerly comprising the Right-of-Way shall be quitclaimed to the adjoining property owner, subject to easements and restrictions deemed necessary by the Augusta Engineering and Utilities Departments, and the Mayor is hereby authorized to execute the documents necessary to effectuate such transfer;
3. This Resolution shall be recorded in the Minutes of the Augusta-Richmond County Commission, accompanied by the exhibits referred to herein;
4. This Resolution shall become effective immediately upon its adoption.

DULY ADOPTED by the Augusta-Richmond County, Georgia Commission this
_____ day of _____, 2011.

**AUGUSTA-RICHMOND COUNTY,
GEORGIA COMMISSION**

By: _____
David S. Copenhaver
As its Mayor

Attest: _____
Lena J. Bonner
As its Clerk

(COUNTY SEAL)



Engineering Services Committee Meeting
8/8/2011 1:05 PM
Motion to Abandon Kingston Street

Department: Law

Caption: Motion to determine that Kingston Street, as shown on the attached plat (west of Holley Street and being north of and parallel to Brown Street), has ceased to be used by the public to the extent that no substantial public purpose is served by it or that its removal from the county road system is otherwise in the best public interest, pursuant to O.C.G.A. § 32-7-2, with the abandoned property to be quit-claimed to the appropriate party (ies).

Background: The Augusta Housing and Community Development Department has requested that Kingston Street (west of Holley Street and being north of and parallel to Brown Street) be abandoned to allow for the development of the New Kingston Street Subdivision. The abandonment request has been reviewed by all essential county departments and administrators and approvals were received to this abandonment request. The legal description and plat of the portion of Young Street to be abandoned are attached.

Analysis: In addition to the information provided in the above Background section, publication notices will be made for a public hearing to be held, with results to be presented to the Commission. Notice to the property owners located thereon will be made and the public hearing will be schedule and conducted pursuant to O.C.G.A. § 32-7-2(b)(1).

Financial Impact: Cost of publication and advertisement of public hearing.

Alternatives: Approve or deny request for determination of no substantial use regarding abandonment of Kingston Street.

Recommendation: Approve determination of no substantial use or best public interest regarding request for abandonment of said Kingston Street, with a public hearing to be held regarding the issue of abandonment pursuant to O.C.G.A. § 32-7-2, with the abandoned property to be

Cover Memo

quit claimed to the appropriate party(ies), and all necessary easements to be retained, if any, for existing or future utilities as determined by the Augusta Utilities Department and Augusta Engineering Department.

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

REVIEWED AND APPROVED BY:

Finance.

Law.

Administrator.

Clerk of Commission

PROPERTY DESCRIPTION

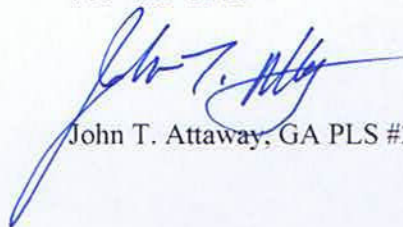
FOR

AUGUSTA HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT A PORTION OF KINGSTON STREET RIGHT-OF-WAY

2010-0258
July, 7, 2011

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE 87TH GEORGIA MILITIA DISTRICT, CITY OF AUGUSTA, STATE OF GEORGIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: **BEGINNING** AT THE INTERSECTION OF THE WESTERN RIGHT-OF-WAY LINE OF HOLLEY STREET AND THE SOUTHERN RIGHT-OF-WAY LINE OF KINGSTON STREET; THENCE, WITH THE SOUTHERN RIGHT-OF-WAY LINE OF KINGSTON STREET NORTH 63°47'32" WEST A DISTANCE OF 330.17 FEET TO THE EASTERN RIGHT-OF-WAY LINE OF CSX RAILROAD; THENCE, TURNING AND RUNNING ALONG THE EASTERN RIGHT-OF-WAY LINE OF THE CSX RAILROAD NORTH 65°45'40" EAST A DISTANCE OF 64.70 FEET TO THE NORTHERN RIGHT-OF-WAY LINE OF KINGSTON STREET; THENCE, TURNING AND RUNNING ALONG THE NORTHERN RIGHT-OF-WAY LINE OF KINGSTON STREET SOUTH 63°38'14" EAST A DISTANCE OF 191.15 FEET TO A POINT; THENCE TURNING AND LEAVING SAID RIGHT-OF-WAY LINE SOUTH 26°21'48" WEST A DISTANCE OF 24.99 FEET TO A POINT; THENCE TURNING AND RUNNING SOUTH 63°34'51" EAST A DISTANCE OF 97.72 FEET TO A POINT LOCATED ON THE WESTERN RIGHT-OF-WAY LINE OF HOLLEY STREET; THENCE, TURNING AND RUNNING ALONG THE WESTERN RIGHT-OF-WAY LINE OF HOLLEY STREET SOUTH 25°48'10" WEST A DISTANCE OF 24.02 FEET TO THE **POINT OF BEGINNING**, CONTAINING 0.30 ACRE (12,878 SQUARE FEET).

CRANSTON ENGINEERING GROUP, P.C.
452 Ellis Street
Augusta, Georgia 30901
706-722-1588



John T. Attaway, GA PLS #2512





**Engineering Services Committee Meeting
8/8/2011 1:05 PM
Resolution of adoption of Draft Hazard Mitigation Plan Update**

Department: Planning Commission

Caption: Approve Resolution of adoption of Draft Hazard Mitigation Plan Update.

Background: The City of Augusta's original Hazard Mitigation Plan identified mitigation actions that, over time, would help minimize and reduce safety threats, reduce the costs of natural hazard events, and reduce damage to private and public property is being updated. As required by the Robert T. Stafford Disaster Relief and Emergency Assistance Act as amended by the Disaster Mitigation Act of 2000, a 5 year Hazard Mitigation Plan update was required to be performed prior to the Hazard Mitigation Plan expiry on August 24, 2011.

Analysis:

Financial Impact: funding for the update of the original Hazard Mitigation Plan was secured through an HMGP grant and a Planning Committee / Stakeholders Committee was formed to update the Hazard Mitigation Plan.

Alternatives: Approve the draft or deny

Recommendation: Approval

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

REVIEWED AND APPROVED BY:

Clerk of Commission

RESOLUTION

WHEREAS the City of Augusta, Georgia, has experienced natural hazards such as drought / extreme heat, earthquake, flooding, tornado / wind storm / hail / lightening, wildfire, and winter storm or has the potential of experiencing such hazards;

WHEREAS the City of Augusta, Georgia, has experienced man-made hazards such as chemical leak / chemical spill / chemical release, dam failure, nuclear plant incident, and terrorism or has the potential of experiencing such hazards;

WHEREAS these hazards have resulted in public safety response, damage to private and public property, and public and private expenditures for clean up and recovery, or have the potential for causing public safety response, damage to private and public property, and public and private expenditures for clean up and recovery;

WHEREAS, the cities of Blythe, and Hephzibah (within the jurisdictional boundaries of Richmond County) have experienced the same or similar hazards and/or have the potential for experiencing such hazards;

WHEREAS, the Robert T. Stafford Disaster Relief and Emergency Assistance Act as amended by the Disaster Mitigation Act of 2000 require local jurisdictions to adopt a mitigation plan in order to be eligible for post-disaster and pre-disaster grants to implement certain mitigation projects; and

WHEREAS the National Flood Insurance Reform Act of 1994 and the Flood Insurance Reform Act of 2004 require local jurisdictions to adopt a mitigation plan in order to be eligible for grants to implement certain flood mitigation projects; and

WHEREAS the planning process supported by the Georgia Emergency Management Agency and required by the Federal Emergency Management Agency offers the opportunity to consider natural hazards and risks, and to identify mitigation actions to reduce future impacts of such hazards; and

WHEREAS the State of Georgia has provided federal mitigation funds to support the development of a Hazard Mitigation Plan; and

WHEREAS the City of Augusta adopted a *Flood Hazard Mitigation Plan* on February 17, 2004; and

WHEREAS the *Hazard Mitigation Plan* for Augusta, Blythe and Hephzibah has previously been developed and adopted by each jurisdiction and approved by FEMA on August 24, 2006. This *Hazard Mitigation Plan* for Augusta, Blythe and Hephzibah superseded the *Flood Hazard Mitigation* previously adopted by the City of Augusta;

WHEREAS the original *Hazard Mitigation Plan* identified mitigation actions that, over time, would help minimize and reduce safety threats, reduce the costs of natural hazard events, and reduce damage to private and public property; and

WHEREAS as required by the Robert T. Stafford Disaster Relief and Emergency Assistance Act as amended by the Disaster Mitigation Act of 2000, a 5 year *Hazard Mitigation Plan* update was required to be performed prior to the *Hazard Mitigation Plan* expiry on August 24, 2011.

WHEREAS, funding for the update of the original *Hazard Mitigation Plan* was secured through an HMGP grant and a Planning Committee / Stakeholders Committee was formed to update the *Hazard Mitigation Plan*.

WHEREAS, the Planning Committee / Stakeholders Committee met formally on June 14, 2011, July 14, 2011, and July 25, 2011, to update the *Hazard Mitigation Plan* and less formally via electronic reviews, updating and voting during the update process;

WHEREAS, public meetings were held on July 14, 2011 and July 25, 2011, to update the *Hazard Mitigation Plan*;

WHEREAS, additional public meetings were held on June 22, 2011 with the ESF-11 Group and on July 12, 2011 for the River Road Committee, to update the *Hazard Mitigation Plan*;

WHEREAS, a draft *Hazard Mitigation Plan Update* was developed by the consultant, PDM Consulting, Inc., with extensive input from the Planning Committee / Stakeholders Committee, a Subcommittee developed by the Planning Committee / Stakeholders Committee, and public input.

WHEREAS, the draft *Hazard Mitigation Plan Update* has gone into a 30 day public review period beginning July 25, 2011 and ending August 24, 2011.

WHEREAS, the draft *Hazard Mitigation Plan Update* has been submitted to the Georgia Emergency Management Agency (GEMA) for initial review.

NOW, THEREFORE, BE IT RESOLVED by the Augusta Commission that:

1. The draft *Hazard Mitigation Plan Update* is hereby adopted as an official document of the City of Augusta, Georgia.
2. The final version of the *Hazard Mitigation Plan Update* will be adopted at a later date, once public review comments are received and the revised *Hazard Mitigation Plan Update* is sent to the Georgia Emergency Management Agency (GEMA) and the Federal Emergency Management Agency (FEMA) and final approval is received by both agencies.

PASSED AND ADOPTED by the Commission of Augusta, Georgia, this _____ day of _____, 2011.

Deke Copenhaver, Mayor

Date

Lena Bonner, Clerk of Commission

Date



**Engineering Services Committee Meeting
8/8/2011 1:05 PM
Road Name Change - McCain Way to McCann Way**

Department: Planning Commission

Caption: Approve road name change from McCain Way to McCann Way as requested by 90% of the adjoining property owners.

Background:

Analysis: The road name change is acceptable to the minimum requirement of 66% of the adjoining property owners (90% have approved the name change) along McCain Way.

Financial Impact: cost of traffic signs

Alternatives: approve or deny

Recommendation: approve

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

REVIEWED AND APPROVED BY:

RESOLUTION

WHEREAS: Ms Monika Spearman initiated a request for a Road Name Change of McCain Way to McCann Way;

WHEREAS: The existing road name of McCain Way appears to no significance in the area.

WHEREAS: It is proposed that the entire portion of the McCain Way be renamed McCann Way;

WHEREAS: The road name change is acceptable to the minimum requirement of 66% of the adjoining property owners (90% have approved the name change) along McCain Way.

NOW THEREFORE, BE IT RESOLVED BY THE AUGUSTA COMMISSION:

THEREFORE: Let it be known that Augusta, Georgia does hereby adopt the road name change of McCain Way to McCann Way. Traffic Engineering should be notified of the road name change and road signs should be erected accordingly.

Lena Bonner, Clerk of Commission

Deke Copenhaver, Mayor

CERTIFICATE

The undersigned qualified and acting Clerk of the Augusta Commission certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Augusta Commission held on _____.

Lena Bonner, Clerk of Commission

Date



**Engineering Services Committee Meeting
8/8/2011 1:05 PM
Solid Waste Collection Amendment**

Department: Law

Caption: Motion to approve an addendum to the Solid Waste Collection Contract No. 06-001.

Background: See attached revision.

Analysis: None.

Financial Impact: None.

Alternatives: Deny motion

Recommendation: Approve motion

**Funds are Available
in the Following
Accounts:** None.

REVIEWED AND APPROVED BY:

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

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

- A. This Addendum amends Contract No. 06-001 as provided by the herein attachment.
- B. The Contract No. 06-001 between Augusta, Georgia (Augusta Richmond County) and Advanced Disposal Services Augusta, LLC. remains in full force and effect, except as modified by the herein Addendum.

The terms of the foregoing Addendum to the Solid Waste Collection Contract No. 06-001 were approved by the Augusta-Richmond County Commission on the ____ day of _____, 2011.

Augusta, Georgia

By: _____
As its Mayor

Attest:

Clerk of Commission

SEAL:

Sworn to and subscribed before me this ____ day of _____, 2011.

Notary Public

My Commission Expires: _____

The terms of the foregoing Addendum to Solid Waste Collection Contract No. 06-001 were approved by Advanced Disposal Services Augusta, LLC on the 14th day of June July, 2011.

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

Advanced Disposal Services Augusta,
LLC

By: cm

As its: VP- General Counsel

Sworn to and subscribed before me this 14 day of July, 2011.

Linda F. Atkinson
Notary Public

My Commission Expires: 1/31/2014



REVISED 2010 Solid Waste Collections Contract - Advanced

Contents**A. Overview** **Page #**

Section 5:	Purpose and Intent	4
Section 10:	Negotiation Costs	4
Section 15:	Contract Term	4
Section 20:	Incorporation of Exhibits	5
Section 25:	Contract Limitations	5
Section 30:	Definitions	5
Section 35:	County Responsibilities	7
Section 40:	Contractor's Responsibilities	8
Section 45:	Contractor's Representations and Warranties	8
Section 50:	County Representations and Warranties	9
Section 55:	OSHA and Georgia Law Compliance	10
Section 60:	Vehicles Used in Collection	11
Section 62:	Spare Vehicles	12
Section 65:	One Vehicle One Purpose	12
Section 70:	Disposal/Vehicle Inspections and Permits	13
Section 75:	Vehicle Specifications	13
Section 80:	Ownership of Equipment	14
Section 85:	Asset Maintenance and Inventory	14
Section 90:	Traffic Laws, Noise Control	14
Section 95:	Contractor's Office	15

B. Collection Services

Section 100:	Collection Area	16
Section 102:	Days of Collection	16
Section 104:	Garbage Collection	16
Section 106:	Yard Waste Collection	17
Section 108:	Recycling Collection	18
Section 110:	Bulky Waste collection	19
Section 112:	Additional Carts	20
Section 114:	Place of Collection	20
Section 116:	Collection from Additional Locations	21
Section 120:	Force Majeure Clean Up	21
Section 122:	Eviction, Vacant Lot, Special Clean-up	22
Section 124:	County Clean Up Events	23
Section 126:	Time of Collection	24
Section 128:	Scheduling of Collection	24
Section 130:	Work on County Property	25
Section 132:	Disposal and Recycling Locations	25
Section 134:	Ownership of Materials Collected	26
Section 136:	Scavenging	26

REVISED 2010 Solid Waste Collections Contract - Advanced

Section 138: Holiday Schedule	27
Section 140: Service Disruptions Due to Weather	27
Section 142: Service Disruptions – Non Weather	27
Section 144: Missed and Make-up Collections	28
Section 146: Contract Carts	30
Section 148: Supplying Garbage Carts	30
Section 150: Supplying Recycling Bins	31
Section 152: Cart/Bin Storage	32
Section 154: Minimum Cart/Bin Percentage	33
Section 156: Cart/Bin Replacement Cost	33
Section 158: Delinquent and Closed Accounts	33
Section 160: Meetings and Communication	33
Section 162: Program Information During Contract Start-Up	34
Section 164: Program Information	35

C. Manner of Collection

Section 200: Contractor's Responsibility	36
Section 210: Employee Conduct	36
Section 220: Employee Uniforms	37
Section 230: Spillage	37
Section 240: Damage Claims	38
Section 250: Customer Grievances	38

D. Reporting Requirements

Section 300: Report/Information Specifications	39
--	----

E. Compensation

Section 400: Payment for Collection Services	40
Section 410: Payment Procedure	40
Section 420: Contract Unit Price	41
Section 430: Adjustments	41
Section 440: Wage Increases for Employees	42
Section 450: Withholding and Payment of Tax Liens and Judgments	42

F. Security, Liability, Damages

Section 500: Payment Bond	43
Section 510: Performance Bond	43
Section 520: Default of Contractor	44
Section 530: Commitment of Equipment	46
Section 540: Insurance	47
Section 550: Indemnity	50
Section 560: Liquidated Damages	50

REVISED 2010 Solid Waste Collections Contract - Advanced

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

Section 600: Equal Employment Opportunity	53
Section 610: Equal Employment Opportunity – Implementation	53
Section 620: Drug-Free Workplace	54

H. Operations Plan, Emergency Plan

Section 700: Operations Plan	56
Section 710: Emergency Plan	57

I. Ancillary Provisions

Section 800: Assignment of Pledge on Monies by the Contractor	59
Section 805: Assignment, Subcontracting, Delegation of Duties	59
Section 810: Audit and Inspection	60
Section 815: Contractor Will Not Sell or Disclose Data	60
Section 820: No Publicity	60
Section 825: Contract Rights	60
Section 830: Open Records Act	61
Section 835: Interpretation	61
Section 840: Law; Venue	61
Section 845: Discretionary Waiver of Right to a Jury Trial	61
Section 850: Specific Performance and Injunctive Relief	61
Section 855: Notices	61
Section 860: Severability	62
Section 865: Interest of the Parties	62
Section 870: No Bribery	62
Section 875: Change in Control	62
Section 880: Force Majeure	63
Section 885: Dispute Resolution	64

Other Items

Signature page	65
Example from section 146	66
Exhibits	67
End of Contract	77

REVISED 2010 Solid Waste Collections Contract - Advanced

**SOLID WASTE COLLECTION CONTRACT
BETWEEN AUGUSTA, GEORGIA (AUGUSTA RICHMOND COUNTY)
AND ADVANCED DISPOSAL SERVICES AUGUSTA, LLC.**

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

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

A. Overview

Section 5. Purpose and Intent – Legal Relationship of Parties

This Contract creates the legal relationship of independent Contractor by and between Advanced Disposal Services Augusta, LLC. and the "County".

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

Section 10. Negotiation Costs

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

Section 15. Contract Term

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

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

REVISED 2010 Solid Waste Collections Contract - Advanced

Section 20: Incorporation of Exhibits

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

Exhibit A: Collection Area

Exhibit B: Rate Table

Exhibit C: Force Majeure Rate Table

Exhibit D: Eviction/Vacant Lot Rate Table

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

Section 25: Contract Limitations

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

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

Section 30. Definitions

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

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

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

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

REVISED 2010 Solid Waste Collections Contract - Advanced

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

REVISED 2010 Solid Waste Collections Contract - Advanced

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

Section 35: County Responsibilities

The County shall be responsible for:

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

REVISED 2010 Solid Waste Collections Contract - Advanced

Section 40: Contractor's Responsibilities

The Contractor shall be responsible for:

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

Section 45: Contractors Representations and Warranties

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

REVISED 2010 Solid Waste Collections Contract - Advanced

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

Section 50: County Representations and Warranties

The County represents and warrants to the Contractor as follows:

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

REVISED 2010 Solid Waste Collections Contract - Advanced

2. Authority.
 - a. The County has the authority to execute this Contract, to make the representations and warranties set forth in it and to perform the obligations of the County under this Contract in accordance with its terms.
 - b. This Contract has been validly executed and constitutes a legally binding and enforceable obligation of the County.
3. Government Authorizations and Consents. The County has such licenses, permits and other authorizations, as are necessary for the performance of its obligations under this Contract, and no consent, approval, or authorization of or declaration, registration or filing with any governmental or regulatory body is required to be obtained or made by the County as a prerequisite to its execution of this Contract or its performance of its obligations contemplated hereby.
4. Compliance With Laws. The County is not in violation of any applicable law, ordinance or regulation, the consequence of which will or may materially affect the County's ability to perform its obligations under this Contract. The County is not subject to any order or judgment of any court, tribunal, or governmental agency which materially and adversely affects its operations or its ability to perform its obligations under this Contract.
5. Accuracy of Information. None of the representations or warranties in this Contract and none of the documents, statements, certificates or schedules furnished or to be furnished by the County pursuant hereto or in connection with the performance of the obligations contemplated under this Contract, contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements of fact contained therein not misleading.

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

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

REVISED 2010 Solid Waste Collections Contract - Advanced

Section 60: Vehicles Used in Collection

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

REVISED 2010 Solid Waste Collections Contract - Advanced

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

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

Section 62: Spare Vehicles

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

Section 65: One Vehicle One Purpose

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

Consideration will be given to Contractors wishing to:

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

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

REVISED 2010 Solid Waste Collections Contract - Advanced

Section 70: Disposal/Vehicle Inspections and Permits

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

Section 75: Vehicle Specifications

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

REVISED 2010 Solid Waste Collections Contract - Advanced

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

Section 80: Ownership of Equipment

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

Section 85: Asset Maintenance and Inventory

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

Section 90: Traffic Laws, Noise Control

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

REVISED 2010 Solid Waste Collections Contract - Advanced

Section 95: Contractor's Office

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

REVISED 2010 Solid Waste Collections Contract - Advanced

B. Collection Services

Section 100: Collection Area

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

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

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

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

Section 102: Days of Collection

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

Section 104: Garbage Collection

Garbage shall be collected twice weekly on a set schedule:

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

REVISED 2010 Solid Waste Collections Contract - Advanced

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

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

Section 106: Yard Waste Collection

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

REVISED 2010 Solid Waste Collections Contract - Advanced

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

Section 108: Recycling Collection

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

REVISED 2010 Solid Waste Collections Contract - Advanced

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

Section 110: Bulky Waste Collection

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

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

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

REVISED 2010 Solid Waste Collections Contract - Advanced

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

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

Section 112: Additional Carts

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

Section 114: Place of Collection

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

REVISED 2010 Solid Waste Collections Contract - Advanced

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

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

Section 116: Collection from Additional Locations

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

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

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

Section 120: Force Majeure Clean Up

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

REVISED 2010 Solid Waste Collections Contract - Advanced

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

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

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

REVISED 2010 Solid Waste Collections Contract - Advanced

Section 124: County Clean-up Events

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

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

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

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

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

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

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

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

REVISED 2010 Solid Waste Collections Contract - Advanced

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

Section 126: Time of Collection

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

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

Section 128: Scheduling of Collection

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

REVISED 2010 Solid Waste Collections Contract - Advanced

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

Section 130: Work on County Property

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

Section 132: Disposal and Recycling Locations

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

REVISED 2010 Solid Waste Collections Contract - Advanced

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

Section 134: Ownership of Materials Collected

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

Section 136: Scavenging

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

REVISED 2010 Solid Waste Collections Contract - Advanced

Section 138: Holiday Schedule

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

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

Section 140: Service Disruptions Due to Weather

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

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

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

Section 142: Service Disruptions – Non Weather

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

REVISED 2010 Solid Waste Collections Contract - Advanced

1. On-Street Parking

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

2. Blocked Streets/Renovations/Construction

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

Section 144: Missed and Make-up Collections

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

REVISED 2010 Solid Waste Collections Contract - Advanced

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

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

REVISED 2010 Solid Waste Collections Contract - Advanced

Section 146: Contract Carts

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

Example: See Attached Example Below

Section 148: Supplying Garbage Carts

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

REVISED 2010 Solid Waste Collections Contract - Advanced

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

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

Section 150: Supplying Recycling Bins

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

REVISED 2010 Solid Waste Collections Contract - Advanced

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

Section 152: Cart/Bin Storage

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

Example

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

REVISED 2010 Solid Waste Collections Contract - Advanced

Section 154: Minimum Cart/Bin Percentage

The Contractor shall keep a minimum inventory of one half of one percent ($\frac{1}{2}\%$) of each size Cart and Bin used under with this Contract.

Section 156: Cart/Bin Replacement Cost

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

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

Section 158: Delinquent and Closed Accounts

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

Section 160: Meetings and Communication

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

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

REVISED 2010 Solid Waste Collections Contract - Advanced

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

Section 162: Program Information During Contract Start-Up

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

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

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

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

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

REVISED 2010 Solid Waste Collections Contract - Advanced

Section 164: Program Information

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

REVISED 2010 Solid Waste Collections Contract - Advanced

C. Manner of Collection

Section 200: Contractor's Responsibilities

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

Section 210: Employee Conduct

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

REVISED 2010 Solid Waste Collections Contract - Advanced

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

Section 220: Employee Uniforms

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

Section 230: Spillage

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

REVISED 2010 Solid Waste Collections Contract - Advanced

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

Section 240: Damage Claims

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

Section 250: Customer Grievances

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

REVISED 2010 Solid Waste Collections Contract - Advanced

D. Reporting/Information Requirements**Section 300: Report/Information Specifications**

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

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

REVISED 2010 Solid Waste Collections Contract - Advanced

E. Compensation

Section 400: Payment for Collection Services

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

Section 410: Payment Procedure

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

REVISED 2010 Solid Waste Collections Contract - Advanced

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

Section 420: Contract Unit Price

See Exhibit B.

Section 430: Adjustments

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

REVISED 2010 Solid Waste Collections Contract - Advanced

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

Section 440: Wage Increases for Employees

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

Section 450: Withholding and Payment of Tax Liens and Judgments

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

REVISED 2010 Solid Waste Collections Contract - Advanced

F. Security, Liability, Damages

Section 500: Payment Bond

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

Section 510: Performance Bond

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

REVISED 2010 Solid Waste Collections Contract - Advanced

Section 520: Default of Contractor

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

REVISED 2010 Solid Waste Collections Contract - Advanced

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

REVISED 2010 Solid Waste Collections Contract - Advanced

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

Section 530: Commitment of Equipment

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

REVISED 2010 Solid Waste Collections Contract - Advanced

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

Section 540: Insurance

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

REVISED 2010 Solid Waste Collections Contract - Advanced

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

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

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

Such policy must provide the following minimum limits:

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

REVISED 2010 Solid Waste Collections Contract - Advanced

a. Additional Insured and Primary Insurance Provisions:

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

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

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

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

REVISED 2010 Solid Waste Collections Contract - Advanced

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

Section 550: Indemnity

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

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

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

REVISED 2010 Solid Waste Collections Contract - Advanced

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

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

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

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

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

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

REVISED 2010 Solid Waste Collections Contract - Advanced

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

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

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

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

Damage: \$100 per incident per day (each Unit represents a separate incident) (Section 104)
4. The liquidated damages set forth above are not intended to compensate the County for any damages other than inconvenience and loss of use or delay in services. The existence or recovery of such liquidated damages shall not preclude the County from recovering other damages in addition to the payments made hereunder which the County can document as being attributable to the above referenced failures. In addition to other costs that may be recouped, the County may include costs of personnel and assets used to coordinate, inspect, and re-inspect items within this Contract as well as attorney fees if applicable.

REVISED 2010 Solid Waste Collections Contract - Advanced

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

Section 600: Equal Employment Opportunity

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

Section 610: Equal Employment Opportunity – Implementation

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

REVISED 2010 Solid Waste Collections Contract - Advanced

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

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

Section 620: Drug –Free Workplace

1. The County is a drug-free workplace employer. The Contractor hereby certifies that it has or it will within thirty (30) days prior to the Start Date of the Contract:
2. Notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace and specifying actions that will be taken for violations of such prohibition;
3. Establish a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Contractor's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations;
4. Notify each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlined above, and (ii) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace not later than five (5) days after such conviction;
5. Impose a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by, an employee convicted of a drug crime;
6. Make a good faith effort to continue to maintain a drug-free workplace for employees; and require any party to which it subcontracts any portion of the work under the Contract to comply with the above provisions.

REVISED 2010 Solid Waste Collections Contract - Advanced

7. A false certification or the failure to comply with the above drug-free workplace requirements during the performance of the Contract shall be grounds for suspension, termination or debarment.
8. The foregoing provisions will be inserted in all subcontracts for work covered by this Contract.

REVISED 2010 Solid Waste Collections Contract - Advanced

H. Operations Plan, Emergency Plan

Section 700: Operations Plan

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

REVISED 2010 Solid Waste Collections Contract - Advanced

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

Section 710: Emergency Plan

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

REVISED 2010 Solid Waste Collections Contract - Advanced

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

REVISED 2010 Solid Waste Collections Contract - Advanced

I. Ancillary Provisions

Section 800: Assignment of Pledge of Monies by the Contractor

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

Section 805: Assignment, Subcontracting, Delegation of Duties

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

REVISED 2010 Solid Waste Collections Contract - Advanced

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

Section 810: Audit and Inspections

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

Section 815: Contractor Will Not Sell or Disclose Data

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

Section 820: No Publicity

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

Section 825: Contract Rights

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

REVISED 2010 Solid Waste Collections Contract - Advanced

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

Section 830: Open Records Act

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

Section 835: Interpretation

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

Section 840: Law; Venue

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

Section 845: Discretionary Waiver of Right to a Jury Trial

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

Section 850: Specific Performance and Injunctive Relief

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

Section 855: Notices

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

REVISED 2010 Solid Waste Collections Contract - Advanced

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

To the County:

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

To the Contractor:

General Manager
5734 Columbia Road
Grovetown, GA. 30813
(706) 790-7920 Phone
(706) 434-0254 Fax

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

Section 860: Severability

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

Section 865: Interest of the Parties

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

Section 870: No Bribery

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

Section 875: Change in Control – Legal Counsel

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

REVISED 2010 Solid Waste Collections Contract - Advanced

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

Section 880: Force Majeure

- 1. The Contractor shall not be liable for any failure or delay in the performance of its obligations pursuant to this Contract (and such failure or delay shall not be deemed a default of this Contract or grounds for termination hereunder if all of the following conditions are satisfied:
 - a. If such failure or delay
 - i. could not have been prevented by reasonable precaution, and
 - ii. cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work around plans, or other means, and
 - b. If and to the extent such failure or delay is caused, directly or indirectly by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions, or revolutions, or court order.
- 2. Upon the occurrence of an event which satisfies all of the conditions set forth above, the Contractor shall be excused from any further performance of those obligations pursuant to this Contract affected by the Force Majeure for as long as;
 - a. Such Force Majeure event continues and,
 - b. The Contractor continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.
- 3. Upon the occurrence of a Force Majeure event, the Contractor shall immediately notify the County by telephone and confirmed in writing within two (2) days of the occurrence of a Force Majeure and shall describe in reasonable detail the nature of the Force Majeure. If any Force Majeure prevents the Contractor from performing its obligations for more than five (5) days, the County may terminate this Contract.

REVISED 2010 Solid Waste Collections Contract - Advanced

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

Section 885: Dispute Resolution

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

REVISED 2010 Solid Waste Collections Contract - Advanced

Augusta, Georgia (Augusta-
Richmond County, Georgia)

By:_____
As its Mayor

Attest:

Clerk of Commission

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

Contractor:_____

By:_____

As its:_____

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

Notary Public

My Commission Expires:_____

REVISED 2010 Solid Waste Collections Contract - Advanced

Example From Section 146

Assumptions

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

Calculations

Proration Amount

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

Implementation Amount

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

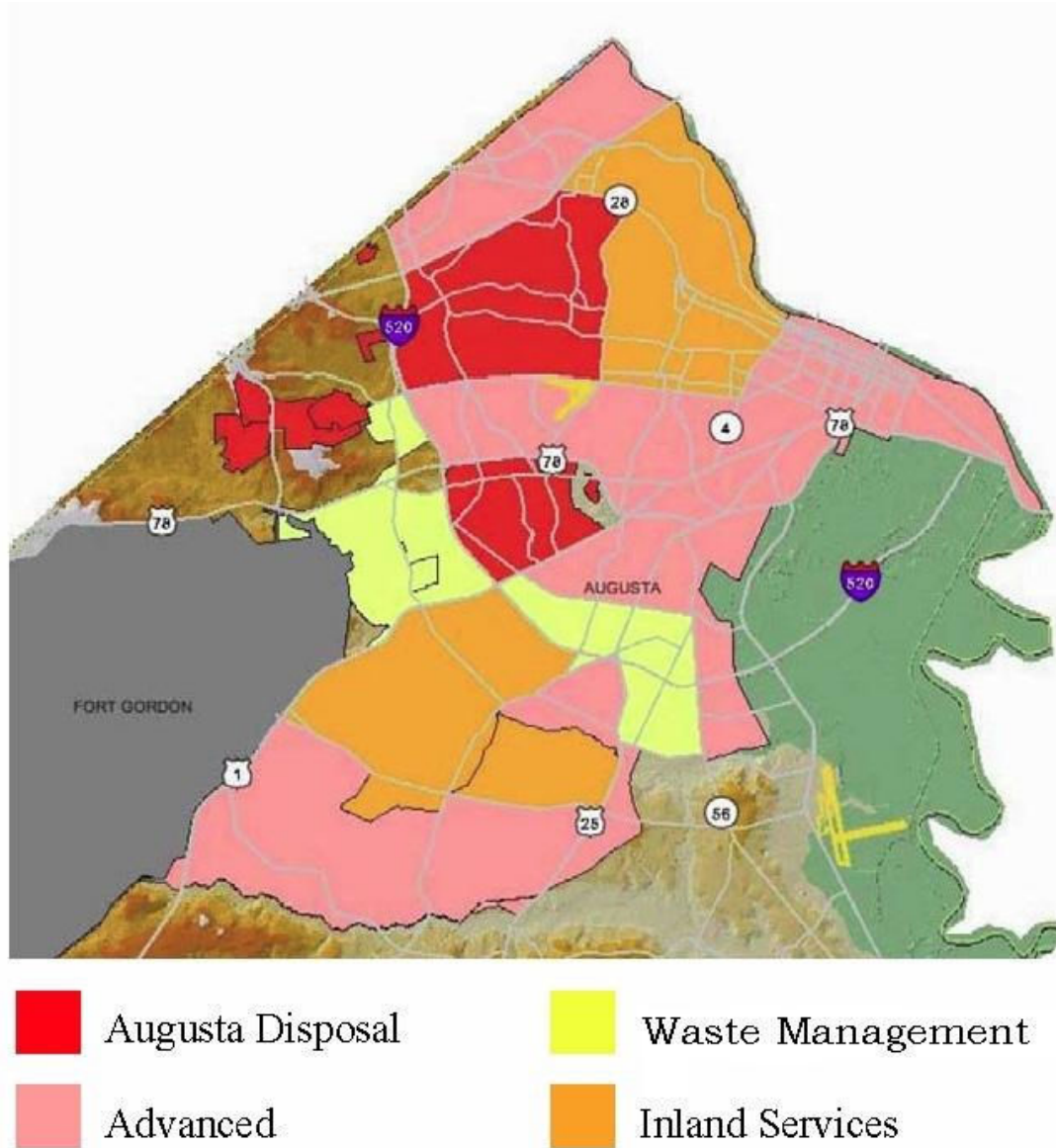
Total owed to Contractor

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

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

REVISED 2010 Solid Waste Collections Contract - Advanced

Exhibit A: Collection Area(s)



REVISED 2010 Solid Waste Collections Contract - Advanced

Exhibit B: Rate Table

<u>Services</u>	<u>Twice per week</u>	<u>Once per week</u>
Garbage	\$7.69	
Recycling		\$1.60
Yard Waste		\$3.75
Bulk Waste		\$0.59

Monthly Collections Cost

\$13.63

<u>Additional Services</u>	<u>Monthly</u>
Cart Rental Fee (per garbage cart provided by Contractor)	\$1.25
Extra Garbage Collection (per additional cart serviced)	\$3.75
Extra Recycling Collection (per additional cart serviced)	\$1.00

REVISED 2010 Solid Waste Collections Contract - Advanced

Exhibit C: Force Majeure Rate Table

	<u>Rate</u>	<u>Rate Per</u>
10 Yard Roll Off	\$195.00	Pull
20 Yard Roll Off	\$195.00	Pull
30 Yard Roll Off	\$195.00	Pull
40 Yard Roll Off	\$195.00	Pull

	<u>Regular Time Rate</u>	<u>Overtime Rate</u>	<u>Rate Per</u>
15-24 Yard Rear Load (Driver and Helper)	\$175.00	\$250.00	Hour
25 Yard or Larger Rear Load (Driver and Helper)	\$175.00	\$250.00	Hour
15-24 Yard Side Load (Driver)	\$200.00	\$275.00	Hour
25 Yard or Larger Side Load (Driver)	\$200.00	\$275.00	Hour
25 Yard or Larger Front Load (Driver and work can)	\$200.00	\$275.00	Hour
Additional Laborer (per person as requested)	\$35.00	\$52.50	Hour

	<u>Regular Time Rate</u>	<u>Overtime Rate</u>	<u>Rate Per</u>
<u>Additional Services Offered by Contractor</u>			
1 Bobcat w/operator	\$175.00	\$250.00	Hour
2 Clam truck w/operator	\$175.00	\$250.00	Hour
3 Roll-off truck w/driver	\$175.00	\$250.00	Hour
4 Roll-off container rental	\$5.00	\$5.00	Day
5 Roll-off container delivery	\$90.00	\$90.00	Delivery
6	\$0.00	\$0.00	
7	\$0.00	\$0.00	
8	\$0.00	\$0.00	
9	\$0.00	\$0.00	
10	\$0.00	\$0.00	

REVISED 2010 Solid Waste Collections Contract - Advanced

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

	<u>Rate</u>	<u>Rate Per</u>
10 Yard Roll Off	\$165.00	Pull
20 Yard Roll Off	\$165.00	Pull
30 Yard Roll Off	\$165.00	Pull
40 Yard Roll Off	\$165.00	Pull

	<u>Regular Time Rate</u>	<u>Overtime Rate</u>	<u>Rate Per</u>
Rear Load (Driver)	\$125.00	\$175.00	Hour
Side Load (Driver)	\$150.00	\$200.00	Hour
Front Load (Driver and work can)	\$150.00	\$200.00	Hour
Additional Laborer (per person as requested)	\$25.00	\$37.50	Hour

	<u>Regular Time Rate</u>	<u>Overtime Rate</u>	<u>Rate Per</u>
Additional Services Offered by Contractor			
1 Bobcat w/operator*	\$125.00	\$175.00	Hour
2 Clam truck w/operator*	\$125.00	\$175.00	Hour
3 Roll-off truck w/driver	\$125.00	\$175.00	Hour
4 Roll-off container delivery	\$80.00	\$80.00	Delivery
5 Roll-off container rental	\$5.00	\$5.00	Day
6 *Note: 4-hour minimum charge			
7			
8			
9			
10			

REVISED 2010 Solid Waste Collections Contract - Advanced

CORPORATE CERTIFICATE

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

This ____ day of _____, 2005

Corporate
Secretary: _____
(name signed)

(name printed or typed)

(SEAL)

REVISED 2010 Solid Waste Collections Contract - Advanced

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____ County of _____

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

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

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

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

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

Continued to the next page

REVISED 2010 Solid Waste Collections Contract - Advanced

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

BIDDER:_____

By:_____
(name signed)

(name printed or typed)

Date:_____

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

NOTARY PUBLIC: _____
(name signed)

(name printed or typed)

Commission Expires: _____

(SEAL)

REVISED 2010 Solid Waste Collections Contract - Advanced

NONCOLLUSION AFFIDAVIT OF SUBCONTRACTOR

State of _____

County of _____

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

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

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

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

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

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

(Signed) _____

(Title) _____

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

(Title)

My commission expires _____

(Date)

(SEAL)

REVISED 2010 Solid Waste Collections Contract - Advanced

NOTICE OF AWARD

To: Mark Odekirk – Advanced Disposal Services Augusta, LLC
5734 Columbia Road
Grovetown, GA. 30813

Project Description: “Solid Waste Collections Contract”

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

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

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

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

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

Dated this 10th day of October, 2005.

Augusta-Richmond County

By: _____

Name and Title: Geri Sams, Director of Procurement

ACCEPTANCE OF NOTICE

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

By: _____

Name and Title: _____

REVISED 2010 Solid Waste Collections Contract - Advanced

NOTICE TO PROCEED

To: Mark Odekirk – Advanced Disposal Services Augusta, LLC
5734 Columbia Road
Grovetown, GA. 30813

Project Description: “Solid Waste Collections Contract”

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

Dated this _____ day of _____, 2005.

Augusta Richmond County

By: _____

Name and Title: _____

ACCEPTANCE OF NOTICE

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

By: _____

Name and Title: _____

REVISED 2010 Solid Waste Collections Contract - Advanced

CERTIFICATE OF AUGUSTA'S ATTORNEY

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

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

(Signature)

Date:_____

End of Contract

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

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

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

The terms of the foregoing Addendum to the Solid Waste Collection Contract No. 06-001 were approved by the Augusta-Richmond County Commission on the ____ day of _____, 2011.

Augusta, Georgia

By: _____
As its Mayor

Attest:

Clerk of Commission

SEAL:

Sworn to and subscribed before me this ____ day of _____, 2011.

Notary Public

My Commission Expires: _____

The terms of the foregoing Addendum to the Solid Waste Collection Contract No. 06-001 were approved by Augusta Disposal & Recycling, Inc. on the 26 day of May, 2011.

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

Augusta Disposal & Recycling, Inc.

By: William R. R.

As its: OWNER

Sworn to and subscribed before me this 26 day of May, 2011.

Lori Videtto
Notary Public

My Commission Expires: 7/10/11



REVISED 2010 Solid Waste Collections Contract - Augusta Disposal-ADR

Contents**A. Overview** **Page #**

Section 5:	Purpose and Intent	4
Section 10:	Negotiation Costs	4
Section 15:	Contract Term	4
Section 20:	Incorporation of Exhibits	5
Section 25:	Contract Limitations	5
Section 30:	Definitions	5
Section 35:	County Responsibilities	7
Section 40:	Contractor's Responsibilities	8
Section 45:	Contractor's Representations and Warranties	8
Section 50:	County Representations and Warranties	9
Section 55:	OSHA and Georgia Law Compliance	10
Section 60:	Vehicles Used in Collection	11
Section 62:	Spare Vehicles	12
Section 65:	One Vehicle One Purpose	12
Section 70:	Disposal/Vehicle Inspections and Permits	13
Section 75:	Vehicle Specifications	13
Section 80:	Ownership of Equipment	14
Section 85:	Asset Maintenance and Inventory	14
Section 90:	Traffic Laws, Noise Control	14
Section 95:	Contractor's Office	15

B. Collection Services

Section 100:	Collection Area	16
Section 102:	Days of Collection	16
Section 104:	Garbage Collection	16
Section 106:	Yard Waste Collection	17
Section 108:	Recycling Collection	18
Section 110:	Bulky Waste collection	19
Section 112:	Additional Carts	20
Section 114:	Place of Collection	20
Section 116:	Collection from Additional Locations	21
Section 120:	Force Majeure Clean Up	21
Section 122:	Eviction, Vacant Lot, Special Clean-up	22
Section 124:	County Clean Up Events	23
Section 126:	Time of Collection	24
Section 128:	Scheduling of Collection	24
Section 130:	Work on County Property	25
Section 132:	Disposal and Recycling Locations	25
Section 134:	Ownership of Materials Collected	26
Section 136:	Scavenging	26

REVISED 2010 Solid Waste Collections Contract - Augusta Disposal-ADR

Section 138: Holiday Schedule	27
Section 140: Service Disruptions Due to Weather	27
Section 142: Service Disruptions – Non Weather	27
Section 144: Missed and Make-up Collections	28
Section 146: Contract Carts	30
Section 148: Supplying Garbage Carts	30
Section 150: Supplying Recycling Bins	31
Section 152: Cart/Bin Storage	32
Section 154: Minimum Cart/Bin Percentage	33
Section 156: Cart/Bin Replacement Cost	33
Section 158: Delinquent and Closed Accounts	33
Section 160: Meetings and Communication	33
Section 162: Program Information During Contract Start-Up	34
Section 164: Program Information	35

C. Manner of Collection

Section 200: Contractor's Responsibility	36
Section 210: Employee Conduct	36
Section 220: Employee Uniforms	37
Section 230: Spillage	37
Section 240: Damage Claims	38
Section 250: Customer Grievances	38

D. Reporting Requirements

Section 300: Report/Information Specifications	39
--	----

E. Compensation

Section 400: Payment for Collection Services	40
Section 410: Payment Procedure	40
Section 420: Contract Unit Price	41
Section 430: Adjustments	41
Section 440: Wage Increases for Employees	42
Section 450: Withholding and Payment of Tax Liens and Judgments	42

F. Security, Liability, Damages

Section 500: Payment Bond	43
Section 510: Performance Bond	43
Section 520: Default of Contractor	44
Section 530: Commitment of Equipment	46
Section 540: Insurance	47
Section 550: Indemnity	50
Section 560: Liquidated Damages	50

REVISED 2010 Solid Waste Collections Contract - Augusta Disposal-ADR

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

Section 600: Equal Employment Opportunity	53
Section 610: Equal Employment Opportunity – Implementation	53
Section 620: Drug-Free Workplace	54

H. Operations Plan, Emergency Plan

Section 700: Operations Plan	56
Section 710: Emergency Plan	59

I. Ancillary Provisions

Section 800: Assignment of Pledge on Monies by the Contractor	59
Section 805: Assignment, Subcontracting, Delegation of Duties	59
Section 810: Audit and Inspection	60
Section 815: Contractor Will Not Sell or Disclose Data	60
Section 820: No Publicity	60
Section 825: Contract Rights	60
Section 830: Open Records Act	61
Section 835: Interpretation	61
Section 840: Law; Venue	61
Section 845: Discretionary Waiver of Right to a Jury Trial	61
Section 850: Specific Performance and Injunctive Relief	61
Section 855: Notices	61
Section 860: Severability	62
Section 865: Interest of the Parties	62
Section 870: No Bribery	62
Section 875: Change in Control	62
Section 880: Force Majeure	63
Section 885: Dispute Resolution	64

Other Items

Signature page	65
Example from section 146	66
Exhibits	67
End of Contract	77

REVISED 2010 Solid Waste Collections Contract - Augusta Disposal-ADR

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

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

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

A. Overview

Section 5. Purpose and Intent – Legal Relationship of Parties

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

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

Section 10. Negotiation Costs

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

Section 15. Contract Term

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

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

REVISED 2010 Solid Waste Collections Contract - Augusta Disposal-ADR

Section 20: Incorporation of Exhibits

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

Exhibit A: Collection Area

Exhibit B: Rate Table

Exhibit C: Force Majeure Rate Table

Exhibit D: Eviction/Vacant Lot Rate Table

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

Section 25: Contract Limitations

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

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

Section 30. Definitions

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

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

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

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

REVISED 2010 Solid Waste Collections Contract - Augusta Disposal-ADR

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

Cart: A water-tight plastic container that is provided by the Contractor, that shall not be less than 95 gallons in capacity, fitted with a sturdy handle, roll able and a tight fitting lid, for the purpose of collecting Garbage.

County: Augusta, Georgia (Augusta-Richmond County, Georgia)

Collection Area: The physical area for which the Contractor has been contracted to provide services to.

Contractor: Individual or firm contracted to provide services under this Contract.

Contract: Document containing all provisions and specification that Augusta and the Contractor must abide by and/or meet.

Garbage: All discarded waste, food, paper, glass, plastic, leather, textiles, cans, and/or other materials normally associated with common household waste.

**Handicapped/
Special Needs:** Individual(s) who can provide verifiable proof of a disability, a limitation, or a special need which limits their ability to place waste to the curb or right of way.

Hazardous Waste: Refers to Hazardous Waste, which is defined and published in the Georgia Hazardous Waste Management Act (Official Code of Georgia Annotated § 12-8-61, et. seq.) and incorporated herein by reference. Hazardous Waste is potentially dangerous by-products of our highly industrialized society, which cannot be handled, treated, or disposed of without special precautions. Hazardous Waste includes, but is not limited to, ignitable, corrosive, reactive, and toxic wastes such as acetone, gasoline and industrial alcohols, alkaline cleaners, acids, cyanide and chlorine, arsenic, pesticide wastes, paint, caustics, infected materials, offal, fecal matter (human and animal) and explosives. Hazardous Waste does not include solid waste that is Household Waste, including household waste that has been collected, transported, stored, treated, disposed, recovered (e.g. refused-derived fuel) or reused, all as defined by the Georgia Hazardous Waste Management Act.

Holiday Overloads: Extra waste generated in association with a Federal, State, or Locally recognized holiday.

REVISED 2010 Solid Waste Collections Contract - Augusta Disposal-ADR

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

Section 35: County Responsibilities

The County shall be responsible for:

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

REVISED 2010 Solid Waste Collections Contract - Augusta Disposal-ADR

Section 40: Contractor's Responsibilities

The Contractor shall be responsible for:

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

Section 45: Contractors Representations and Warranties

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

REVISED 2010 Solid Waste Collections Contract - Augusta Disposal-ADR

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

Section 50: County Representations and Warranties

The County represents and warrants to the Contractor as follows:

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

REVISED 2010 Solid Waste Collections Contract - Augusta Disposal-ADR

2. Authority.

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

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

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

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

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

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

REVISED 2010 Solid Waste Collections Contract - Augusta Disposal-ADR

Section 60: Vehicles Used in Collection

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

REVISED 2010 Solid Waste Collections Contract - Augusta Disposal-ADR

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

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

Section 62: Spare Vehicles

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

Section 65: One Vehicle One Purpose

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

Consideration will be given to Contractors wishing to:

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

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

REVISED 2010 Solid Waste Collections Contract - Augusta Disposal-ADR

Section 70: Disposal/Vehicle Inspections and Permits

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

Section 75: Vehicle Specifications

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

REVISED 2010 Solid Waste Collections Contract - Augusta Disposal-ADR

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

Section 80: Ownership of Equipment

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

Section 85: Asset Maintenance and Inventory

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

Section 90: Traffic Laws, Noise Control

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

REVISED 2010 Solid Waste Collections Contract - Augusta Disposal-ADR

Section 95: Contractor's Office

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

REVISED 2010 Solid Waste Collections Contract - Augusta Disposal-ADR

B. Collection Services

Section 100: Collection Area

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

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

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

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

Section 102: Days of Collection

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

Section 104: Garbage Collection

Garbage shall be collected twice weekly on a set schedule:

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

REVISED 2010 Solid Waste Collections Contract - Augusta Disposal-ADR

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

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

Section 106: Yard Waste Collection

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

REVISED 2010 Solid Waste Collections Contract - Augusta Disposal-ADR

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

Section 108: Recycling Collection

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

REVISED 2010 Solid Waste Collections Contract - Augusta Disposal-ADR

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

Section 110: Bulky Waste Collection

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

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

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

REVISED 2010 Solid Waste Collections Contract - Augusta Disposal-ADR

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

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

Section 112: Additional Carts

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

Section 114: Place of Collection

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

REVISED 2010 Solid Waste Collections Contract - Augusta Disposal-ADR

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

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

Section 116: Collection from Additional Locations

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

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

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

Section 120: Force Majeure Clean Up

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

REVISED 2010 Solid Waste Collections Contract - Augusta Disposal-ADR

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

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

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

REVISED 2010 Solid Waste Collections Contract - Augusta Disposal-ADR

Section 124: County Clean-up Events

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

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

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

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

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

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

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

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

REVISED 2010 Solid Waste Collections Contract - Augusta Disposal-ADR

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

Section 126: Time of Collection

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

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

Section 128: Scheduling of Collection

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

REVISED 2010 Solid Waste Collections Contract - Augusta Disposal-ADR

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

Section 130: Work on County Property

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

Section 132: Disposal and Recycling Locations

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

REVISED 2010 Solid Waste Collections Contract - Augusta Disposal-ADR

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

Section 134: Ownership of Materials Collected

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

Section 136: Scavenging

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

REVISED 2010 Solid Waste Collections Contract - Augusta Disposal-ADR

Section 138: Holiday Schedule

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

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

Section 140: Service Disruptions Due to Weather

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

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

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

Section 142: Service Disruptions – Non Weather

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

REVISED 2010 Solid Waste Collections Contract - Augusta Disposal-ADR

1. On-Street Parking

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

2. Blocked Streets/Renovations/Construction

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

Section 144: Missed and Make-up Collections

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

REVISED 2010 Solid Waste Collections Contract - Augusta Disposal-ADR

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

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

REVISED 2010 Solid Waste Collections Contract - Augusta Disposal-ADR

Section 146: Contract Carts

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

Example: See Attached Example Below

Section 148: Supplying Garbage Carts

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

REVISED 2010 Solid Waste Collections Contract - Augusta Disposal-ADR

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

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

Section 150: Supplying Recycling Bins

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

REVISED 2010 Solid Waste Collections Contract - Augusta Disposal-ADR

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

Section 152: Cart/Bin Storage

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

Example

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

REVISED 2010 Solid Waste Collections Contract - Augusta Disposal-ADR

Section 154: Minimum Cart/Bin Percentage

The Contractor shall keep a minimum inventory of one half of one percent ($\frac{1}{2}\%$) of each size Cart and Bin used under with this Contract.

Section 156: Cart/Bin Replacement Cost

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

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

Section 158: Delinquent and Closed Accounts

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

Section 160: Meetings and Communication

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

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

REVISED 2010 Solid Waste Collections Contract - Augusta Disposal-ADR

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

Section 162: Program Information During Contract Start-Up

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

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

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

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

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

REVISED 2010 Solid Waste Collections Contract - Augusta Disposal-ADR

Section 164: Program Information

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

REVISED 2010 Solid Waste Collections Contract - Augusta Disposal-ADR

C. Manner of Collection

Section 200: Contractor's Responsibilities

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

Section 210: Employee Conduct

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

REVISED 2010 Solid Waste Collections Contract - Augusta Disposal-ADR

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

Section 220: Employee Uniforms

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

Section 230: Spillage

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

REVISED 2010 Solid Waste Collections Contract - Augusta Disposal-ADR

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

Section 240: Damage Claims

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

Section 250: Customer Grievances

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

REVISED 2010 Solid Waste Collections Contract - Augusta Disposal-ADR

D. Reporting/Information Requirements

Section 300: Report/Information Specifications

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

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

REVISED 2010 Solid Waste Collections Contract - Augusta Disposal-ADR

E. Compensation

Section 400: Payment for Collection Services

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

Section 410: Payment Procedure

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

REVISED 2010 Solid Waste Collections Contract - Augusta Disposal-ADR

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

Section 420: Contract Unit Price

See Exhibit B.

Section 430: Adjustments

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

REVISED 2010 Solid Waste Collections Contract - Augusta Disposal-ADR

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

Section 440: Wage Increases for Employees

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

Section 450: Withholding and Payment of Tax Liens and Judgments

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

REVISED 2010 Solid Waste Collections Contract - Augusta Disposal-ADR

F. Security, Liability, Damages

Section 500: Payment Bond

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

Section 510: Performance Bond

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

REVISED 2010 Solid Waste Collections Contract - Augusta Disposal-ADR

Section 520: Default of Contractor

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

REVISED 2010 Solid Waste Collections Contract - Augusta Disposal-ADR

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

REVISED 2010 Solid Waste Collections Contract - Augusta Disposal-ADR

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

Section 530: Commitment of Equipment

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

REVISED 2010 Solid Waste Collections Contract - Augusta Disposal-ADR

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

Section 540: Insurance

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

REVISED 2010 Solid Waste Collections Contract - Augusta Disposal-ADR

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

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

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

Such policy must provide the following minimum limits:

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

REVISED 2010 Solid Waste Collections Contract - Augusta Disposal-ADR

a. Additional Insured and Primary Insurance Provisions:

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

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

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

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

REVISED 2010 Solid Waste Collections Contract - Augusta Disposal-ADR

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

Section 550: Indemnity

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

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

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

REVISED 2010 Solid Waste Collections Contract - Augusta Disposal-ADR

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

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

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

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

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

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

REVISED 2010 Solid Waste Collections Contract - Augusta Disposal-ADR

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

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

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

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

Damage: \$100 per incident per day (each Unit represents a separate incident) (Section 104)
4. The liquidated damages set forth above are not intended to compensate the County for any damages other than inconvenience and loss of use or delay in services. The existence or recovery of such liquidated damages shall not preclude the County from recovering other damages in addition to the payments made hereunder which the County can document as being attributable to the above referenced failures. In addition to other costs that may be recouped, the County may include costs of personnel and assets used to coordinate, inspect, and re-inspect items within this Contract as well as attorney fees if applicable.

REVISED 2010 Solid Waste Collections Contract - Augusta Disposal-ADR

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

Section 600: Equal Employment Opportunity

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

Section 610: Equal Employment Opportunity – Implementation

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

REVISED 2010 Solid Waste Collections Contract - Augusta Disposal-ADR

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

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

Section 620: Drug –Free Workplace

1. The County is a drug-free workplace employer. The Contractor hereby certifies that it has or it will within thirty (30) days prior to the Start Date of the Contract:
2. Notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace and specifying actions that will be taken for violations of such prohibition;
3. Establish a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Contractor's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations;
4. Notify each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlined above, and (ii) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace not later than five (5) days after such conviction;
5. Impose a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by, an employee convicted of a drug crime;
6. Make a good faith effort to continue to maintain a drug-free workplace for employees; and require any party to which it subcontracts any portion of the work under the Contract to comply with the above provisions.

REVISED 2010 Solid Waste Collections Contract - Augusta Disposal-ADR

7. A false certification or the failure to comply with the above drug-free workplace requirements during the performance of the Contract shall be grounds for suspension, termination or debarment.
8. The foregoing provisions will be inserted in all subcontracts for work covered by this Contract.

REVISED 2010 Solid Waste Collections Contract - Augusta Disposal-ADR

H. Operations Plan, Emergency Plan

Section 700: Operations Plan

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

REVISED 2010 Solid Waste Collections Contract - Augusta Disposal-ADR

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

Section 710: Emergency Plan

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

REVISED 2010 Solid Waste Collections Contract - Augusta Disposal-ADR

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

REVISED 2010 Solid Waste Collections Contract - Augusta Disposal-ADR

I. Ancillary Provisions

Section 800: Assignment of Pledge of Monies by the Contractor

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

Section 805: Assignment, Subcontracting, Delegation of Duties

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

REVISED 2010 Solid Waste Collections Contract - Augusta Disposal-ADR

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

Section 810: Audit and Inspections

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

Section 815: Contractor Will Not Sell or Disclose Data

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

Section 820: No Publicity

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

Section 825: Contract Rights

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

REVISED 2010 Solid Waste Collections Contract - Augusta Disposal-ADR

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

Section 830: Open Records Act

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

Section 835: Interpretation

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

Section 840: Law; Venue

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

Section 845: Discretionary Waiver of Right to a Jury Trial

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

Section 850: Specific Performance and Injunctive Relief

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

Section 855: Notices

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

REVISED 2010 Solid Waste Collections Contract - Augusta Disposal-ADR

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

To the County:

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

To the Contractor:

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

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

Section 860: Severability

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

Section 865: Interest of the Parties

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

Section 870: No Bribery

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

Section 875: Change in Control – Legal Counsel

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

REVISED 2010 Solid Waste Collections Contract - Augusta Disposal-ADR

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

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

Section 880: Force Majeure

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

REVISED 2010 Solid Waste Collections Contract - Augusta Disposal-ADR

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

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

Section 885: Dispute Resolution

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

REVISED 2010 Solid Waste Collections Contract - Augusta Disposal-ADR

Augusta, Georgia (Augusta-
Richmond County, Georgia)

By:_____
As its Mayor

Attest:

Clerk of Commission

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

Contractor:_____

By:_____

As its:_____

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

Notary Public

My Commission Expires:_____

REVISED 2010 Solid Waste Collections Contract - Augusta Disposal-ADR

Example From Section 146

Assumptions

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

Calculations

Proration Amount

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

Implementation Amount

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

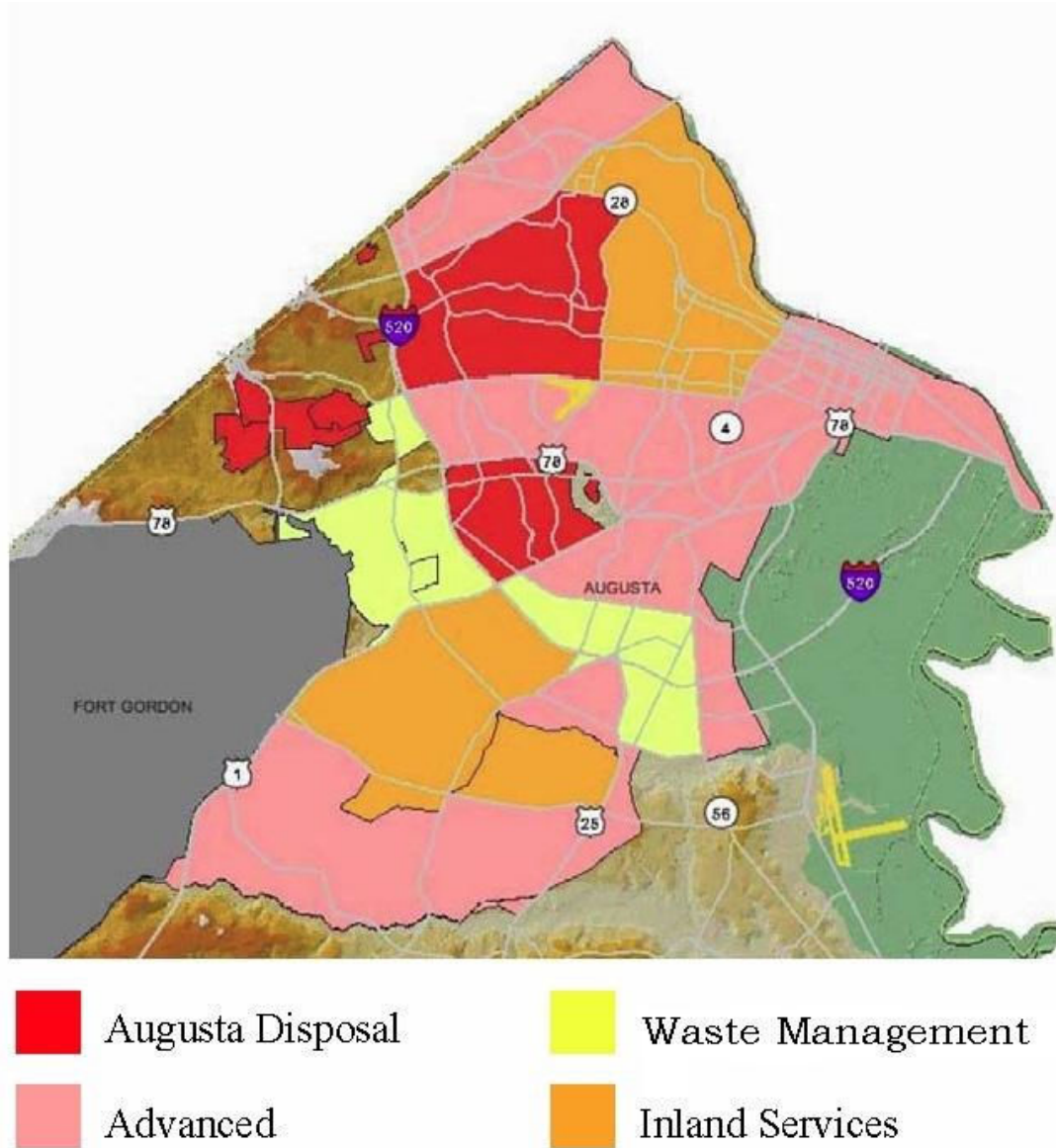
Total owed to Contractor

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

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

REVISED 2010 Solid Waste Collections Contract - Augusta Disposal-ADR

Exhibit A: Collection Area(s)



REVISED 2010 Solid Waste Collections Contract - Augusta Disposal-ADR

Exhibit B: Rate Table

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

Monthly Collections Cost

\$13.75

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

REVISED 2010 Solid Waste Collections Contract - Augusta Disposal-ADR

Exhibit C: Force Majeure Rate Table

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

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

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

REVISED 2010 Solid Waste Collections Contract - Augusta Disposal-ADR

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

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

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

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

REVISED 2010 Solid Waste Collections Contract - Augusta Disposal-ADR

CORPORATE CERTIFICATE

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

This ____ day of _____, 2005

Corporate
Secretary: _____
(name signed)

(name printed or typed)

(SEAL)

REVISED 2010 Solid Waste Collections Contract - Augusta Disposal-ADR

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____

County of _____

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

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

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

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

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

Continued to the next page

REVISED 2010 Solid Waste Collections Contract - Augusta Disposal-ADR

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

BIDDER:_____

By:_____
(name signed)

(name printed or typed)

Date:_____

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

NOTARY PUBLIC: _____
(name signed)

(name printed or typed)

Commission Expires: _____

(SEAL)

REVISED 2010 Solid Waste Collections Contract - Augusta Disposal-ADR

NONCOLLUSION AFFIDAVIT OF SUBCONTRACTOR

State of _____

County of _____

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

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

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

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

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

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

(Signed) _____

(Title) _____

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

(Title)

My commission expires _____

(Date)

(SEAL)

REVISED 2010 Solid Waste Collections Contract - Augusta Disposal-ADR

NOTICE OF AWARD

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

Project Description: “Solid Waste Collections Contract”

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

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

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

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

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

Dated this 10th day of October, 2005.

Augusta-Richmond County

By: _____

Name and Title: Geri Sams, Director of Procurement

ACCEPTANCE OF NOTICE

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

By: _____

Name and Title: _____

REVISED 2010 Solid Waste Collections Contract - Augusta Disposal-ADR

NOTICE TO PROCEED

To:

Project Description: "Solid Waste Collections Contract"

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

Dated this _____ day of _____, 2005.

Augusta Richmond County_____

By: _____

Name and Title: _____

ACCEPTANCE OF NOTICE

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

By: _____

Name and Title: _____

REVISED 2010 Solid Waste Collections Contract - Augusta Disposal-ADR

CERTIFICATE OF AUGUSTA'S ATTORNEY

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

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

(Signature)

Date:_____

End of Contract

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

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

- A. This Addendum amends Contract No. 06-001 as provided by the herein attachment.
- B. The Contract No. 06-001 between Augusta, Georgia and Inland Service Corporation remains in full force and effect, except as modified by the herein Addendum.

The terms of the foregoing Addendum to the Solid Waste Collection Contract No. 06-001 were approved by the Augusta-Richmond County Commission on the _____ day of _____, 2011.

Augusta, Georgia

By: _____
As its Mayor

Attest:

Clerk of Commission

SEAL:

Sworn to and subscribed before me this _____ day of _____, 2011.

Notary Public

My Commission Expires: _____

The terms of the foregoing Addendum to the Solid Waste Collection Contract No. 06-001 were approved by Inland Service Corporation on the 28th day of May, 2011.

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

Inland Service Corporation

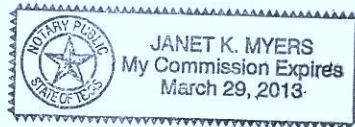
By: Robert A. Smith

As its: PRESIDENT

Sworn to and subscribed before me this 28 day of May, 2011.

Janet K Myers
Notary Public

My Commission Expires: March 29, 2013



REVISED 2010 Solid Waste Collections Contract - Inland Services

Contents**A. Overview** **Page #**

Section 5:	Purpose and Intent	4
Section 10:	Negotiation Costs	4
Section 15:	Contract Term	4
Section 20:	Incorporation of Exhibits	5
Section 25:	Contract Limitations	5
Section 30:	Definitions	5
Section 35:	County Responsibilities	7
Section 40:	Contractor's Responsibilities	8
Section 45:	Contractor's Representations and Warranties	8
Section 50:	County Representations and Warranties	9
Section 55:	OSHA and Georgia Law Compliance	10
Section 60:	Vehicles Used in Collection	11
Section 62:	Spare Vehicles	12
Section 65:	One Vehicle One Purpose	12
Section 70:	Disposal/Vehicle Inspections and Permits	13
Section 75:	Vehicle Specifications	13
Section 80:	Ownership of Equipment	14
Section 85:	Asset Maintenance and Inventory	14
Section 90:	Traffic Laws, Noise Control	14
Section 95:	Contractor's Office	15

B. Collection Services

Section 100:	Collection Area	16
Section 102:	Days of Collection	16
Section 104:	Garbage Collection	16
Section 106:	Yard Waste Collection	17
Section 108:	Recycling Collection	18
Section 110:	Bulky Waste Collection	19
Section 112:	Additional Carts	20
Section 114:	Place of Collection	20
Section 116:	Collection from Additional Locations	21
Section 120:	Force Majeure Clean Up	21
Section 122:	Eviction, Vacant Lot, Special Clean-up	22
Section 124:	County Clean Up Events	23
Section 126:	Time of Collection	24
Section 128:	Scheduling of Collection	24
Section 130:	Work on County Property	25
Section 132:	Disposal and Recycling Locations	25
Section 134:	Ownership of Materials Collected	26
Section 136:	Scavenging	26

REVISED 2010 Solid Waste Collections Contract - Inland Services

Section 138: Holiday Schedule	27
Section 140: Service Disruptions Due to Weather	27
Section 142: Service Disruptions – Non Weather	27
Section 144: Missed and Make-up Collections	28
Section 146: Contract Carts	30
Section 148: Supplying Garbage Carts	30
Section 150: Supplying Recycling Bins	31
Section 152: Cart/Bin Storage	32
Section 154: Minimum Cart/Bin Percentage	33
Section 156: Cart/Bin Replacement Cost	33
Section 158: Delinquent and Closed Accounts	33
Section 160: Meetings and Communication	33
Section 162: Program Information During Contract Start-Up	34
Section 164: Program Information	35

C. Manner of Collection

Section 200: Contractor's Responsibility	36
Section 210: Employee Conduct	36
Section 220: Employee Uniforms	37
Section 230: Spillage	37
Section 240: Damage Claims	38
Section 250: Customer Grievances	38

D. Reporting Requirements

Section 300: Report/Information Specifications	39
--	----

E. Compensation

Section 400: Payment for Collection Services	40
Section 410: Payment Procedure	40
Section 420: Contract Unit Price	41
Section 430: Adjustments	41
Section 440: Wage Increases for Employees	42
Section 450: Withholding and Payment of Tax Liens and Judgments	42

F. Security, Liability, Damages

Section 500: Payment Bond	43
Section 510: Performance Bond	43
Section 520: Default of Contractor	44
Section 530: Commitment of Equipment	46
Section 540: Insurance	47
Section 550: Indemnity	50
Section 560: Liquidated Damages	50

REVISED 2010 Solid Waste Collections Contract - Inland Services

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

Section 600: Equal Employment Opportunity	53
Section 610: Equal Employment Opportunity – Implementation	53
Section 620: Drug-Free Workplace	54

H. Operations Plan, Emergency Plan

Section 700: Operations Plan	56
Section 710: Emergency Plan	57

I. Ancillary Provisions

Section 800: Assignment of Pledge on Monies by the Contractor	59
Section 805: Assignment, Subcontracting, Delegation of Duties	59
Section 810: Audit and Inspection	60
Section 815: Contractor Will Not Sell or Disclose Data	60
Section 820: No Publicity	60
Section 825: Contract Rights	60
Section 830: Open Records Act	61
Section 835: Interpretation	61
Section 840: Law; Venue	61
Section 845: Discretionary Waiver of Right to a Jury Trial	61
Section 850: Specific Performance and Injunctive Relief	61
Section 855: Notices	61
Section 860: Severability	62
Section 865: Interest of the Parties	62
Section 870: No Bribery	62
Section 875: Change in Control	62
Section 880: Force Majeure	63
Section 885: Dispute Resolution	64

Other Items

Signature page	65
Example from section 146	66
Exhibits	67
End of Contract	76

REVISED 2010 Solid Waste Collections Contract - Inland Services

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

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

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

A. Overview

Section 5. Purpose and Intent – Legal Relationship of Parties

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

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

Section 10. Negotiation Costs

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

Section 15. Contract Term

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

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

REVISED 2010 Solid Waste Collections Contract - Inland Services

Section 20: Incorporation of Exhibits

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

Exhibit A: Collection Area

Exhibit B: Rate Table

Exhibit C: Force Majeure Rate Table

Exhibit D: Eviction/Vacant Lot Rate Table

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

Section 25: Contract Limitations

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

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

Section 30. Definitions

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

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

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

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

REVISED 2010 Solid Waste Collections Contract - Inland Services

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

Cart: A water-tight plastic container that is provided by the Contractor, that shall not be less than 95 gallons in capacity, fitted with a sturdy handle, roll able and a tight fitting lid, for the purpose of collecting Garbage.

County: Augusta, Georgia (Augusta-Richmond County, Georgia)

Collection Area: The physical area for which the Contractor has been contracted to provide services to.

Contractor: Individual or firm contracted to provide services under this Contract.

Contract: Document containing all provisions and specification that Augusta and the Contractor must abide by and/or meet.

Garbage: All discarded waste, food, paper, glass, plastic, leather, textiles, cans, and/or other materials normally associated with common household waste.

**Handicapped/
Special Needs:** Individual(s) who can provide verifiable proof of a disability, a limitation, or a special need which limits their ability to place waste to the curb or right of way.

Hazardous Waste: Refers to Hazardous Waste, which is defined and published in the Georgia Hazardous Waste Management Act (Official Code of Georgia Annotated § 12-8-61, et. seq.) and incorporated herein by reference. Hazardous Waste is potentially dangerous by-products of our highly industrialized society, which cannot be handled, treated, or disposed of without special precautions. Hazardous Waste includes, but is not limited to, ignitable, corrosive, reactive, and toxic wastes such as acetone, gasoline and industrial alcohols, alkaline cleaners, acids, cyanide and chlorine, arsenic, pesticide wastes, paint, caustics, infected materials, offal, fecal matter (human and animal) and explosives. Hazardous Waste does not include solid waste that is Household Waste, including household waste that has been collected, transported, stored, treated, disposed, recovered (e.g. refused-derived fuel) or reused, all as defined by the Georgia Hazardous Waste Management Act.

Holiday Overloads: Extra waste generated in association with a Federal, State, or Locally recognized holiday.

REVISED 2010 Solid Waste Collections Contract - Inland Services

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

Section 35: County Responsibilities

The County shall be responsible for:

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

REVISED 2010 Solid Waste Collections Contract - Inland Services

Section 40: Contractor's Responsibilities

The Contractor shall be responsible for:

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

Section 45: Contractors Representations and Warranties

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

REVISED 2010 Solid Waste Collections Contract - Inland Services

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

Section 50: County Representations and Warranties

The County represents and warrants to the Contractor as follows:

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

REVISED 2010 Solid Waste Collections Contract - Inland Services

2. Authority.

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

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

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

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

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

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

REVISED 2010 Solid Waste Collections Contract - Inland Services

Section 60: Vehicles Used in Collection

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

REVISED 2010 Solid Waste Collections Contract - Inland Services

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

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

Section 62: Spare Vehicles

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

Section 65: One Vehicle One Purpose

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

Consideration will be given to Contractors wishing to:

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

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

REVISED 2010 Solid Waste Collections Contract - Inland Services

Section 70: Disposal/Vehicle Inspections and Permits

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

Section 75: Vehicle Specifications

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

REVISED 2010 Solid Waste Collections Contract - Inland Services

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

Section 80: Ownership of Equipment

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

Section 85: Asset Maintenance and Inventory

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

Section 90: Traffic Laws, Noise Control

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

REVISED 2010 Solid Waste Collections Contract - Inland Services

Section 95: Contractor's Office

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

REVISED 2010 Solid Waste Collections Contract - Inland Services

B. Collection Services

Section 100: Collection Area

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

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

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

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

Section 102: Days of Collection

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

Section 104: Garbage Collection

Garbage shall be collected twice weekly on a set schedule:

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

REVISED 2010 Solid Waste Collections Contract - Inland Services

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

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

Section 106: Yard Waste Collection

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

REVISED 2010 Solid Waste Collections Contract - Inland Services

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

Section 108: Recycling Collection

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

REVISED 2010 Solid Waste Collections Contract - Inland Services

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

Section 110: Bulky Waste Collection

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

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

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

REVISED 2010 Solid Waste Collections Contract - Inland Services

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

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

Section 112: Additional Carts

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

Section 114: Place of Collection

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

REVISED 2010 Solid Waste Collections Contract - Inland Services

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

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

Section 116: Collection from Additional Locations

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

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

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

Section 120: Force Majeure Clean Up

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

REVISED 2010 Solid Waste Collections Contract - Inland Services

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

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

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

REVISED 2010 Solid Waste Collections Contract - Inland Services

Section 124: County Clean-up Events

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

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

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

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

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

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

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

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

REVISED 2010 Solid Waste Collections Contract - Inland Services

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

Section 126: Time of Collection

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

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

Section 128: Scheduling of Collection

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

REVISED 2010 Solid Waste Collections Contract - Inland Services

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

Section 130: Work on County Property

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

Section 132: Disposal and Recycling Locations

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

REVISED 2010 Solid Waste Collections Contract - Inland Services

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

Section 134: Ownership of Materials Collected

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

Section 136: Scavenging

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

REVISED 2010 Solid Waste Collections Contract - Inland Services

Section 138: Holiday Schedule

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

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

Section 140: Service Disruptions Due to Weather

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

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

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

Section 142: Service Disruptions – Non Weather

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

REVISED 2010 Solid Waste Collections Contract - Inland Services

1. On-Street Parking

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

2. Blocked Streets/Renovations/Construction

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

Section 144: Missed and Make-up Collections

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

REVISED 2010 Solid Waste Collections Contract - Inland Services

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

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

REVISED 2010 Solid Waste Collections Contract - Inland Services

Section 146: Contract Carts

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

Example: See Attached Example Below

Section 148: Supplying Garbage Carts

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

REVISED 2010 Solid Waste Collections Contract - Inland Services

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

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

Section 150: Supplying Recycling Bins

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

REVISED 2010 Solid Waste Collections Contract - Inland Services

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

Section 152: Cart/Bin Storage

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

Example

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

REVISED 2010 Solid Waste Collections Contract - Inland Services

Section 154: Minimum Cart/Bin Percentage

The Contractor shall keep a minimum inventory of one half of one percent ($\frac{1}{2}\%$) of each size Cart and Bin used under with this Contract.

Section 156: Cart/Bin Replacement Cost

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

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

Section 158: Delinquent and Closed Accounts

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

Section 160: Meetings and Communication

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

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

REVISED 2010 Solid Waste Collections Contract - Inland Services

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

Section 162: Program Information During Contract Start-Up

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

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

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

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

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

REVISED 2010 Solid Waste Collections Contract - Inland Services

Section 164: Program Information

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

REVISED 2010 Solid Waste Collections Contract - Inland Services

C. Manner of Collection

Section 200: Contractor's Responsibilities

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

Section 210: Employee Conduct

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

REVISED 2010 Solid Waste Collections Contract - Inland Services

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

Section 220: Employee Uniforms

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

Section 230: Spillage

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

REVISED 2010 Solid Waste Collections Contract - Inland Services

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

Section 240: Damage Claims

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

Section 250: Customer Grievances

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

REVISED 2010 Solid Waste Collections Contract - Inland Services

D. Reporting/Information Requirements**Section 300: Report/Information Specifications**

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

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

REVISED 2010 Solid Waste Collections Contract - Inland Services

E. Compensation

Section 400: Payment for Collection Services

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

Section 410: Payment Procedure

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

REVISED 2010 Solid Waste Collections Contract - Inland Services

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

Section 420: Contract Unit Price

See Exhibit B.

Section 430: Adjustments

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

REVISED 2010 Solid Waste Collections Contract - Inland Services

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

Section 440: Wage Increases for Employees

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

Section 450: Withholding and Payment of Tax Liens and Judgments

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

REVISED 2010 Solid Waste Collections Contract - Inland Services

F. Security, Liability, Damages

Section 500: Payment Bond

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

Section 510: Performance Bond

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

REVISED 2010 Solid Waste Collections Contract - Inland Services

Section 520: Default of Contractor

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

REVISED 2010 Solid Waste Collections Contract - Inland Services

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

REVISED 2010 Solid Waste Collections Contract - Inland Services

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

Section 530: Commitment of Equipment

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

REVISED 2010 Solid Waste Collections Contract - Inland Services

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

Section 540: Insurance

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

REVISED 2010 Solid Waste Collections Contract - Inland Services

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

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

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

Such policy must provide the following minimum limits:

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

REVISED 2010 Solid Waste Collections Contract - Inland Services

a. Additional Insured and Primary Insurance Provisions:

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

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

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

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

REVISED 2010 Solid Waste Collections Contract - Inland Services

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

Section 550: Indemnity

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

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

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

REVISED 2010 Solid Waste Collections Contract - Inland Services

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

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

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

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

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

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

REVISED 2010 Solid Waste Collections Contract - Inland Services

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

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

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

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

Damage: \$100 per incident per day (each Unit represents a separate incident) (Section 104)
4. The liquidated damages set forth above are not intended to compensate the County for any damages other than inconvenience and loss of use or delay in services. The existence or recovery of such liquidated damages shall not preclude the County from recovering other damages in addition to the payments made hereunder which the County can document as being attributable to the above referenced failures. In addition to other costs that may be recouped, the County may include costs of personnel and assets used to coordinate, inspect, and re-inspect items within this Contract as well as attorney fees if applicable.

REVISED 2010 Solid Waste Collections Contract - Inland Services

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

Section 600: Equal Employment Opportunity

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

Section 610: Equal Employment Opportunity – Implementation

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

REVISED 2010 Solid Waste Collections Contract - Inland Services

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

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

Section 620: Drug –Free Workplace

1. The County is a drug-free workplace employer. The Contractor hereby certifies that it has or it will within thirty (30) days prior to the Start Date of the Contract:
2. Notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace and specifying actions that will be taken for violations of such prohibition;
3. Establish a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Contractor's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations;
4. Notify each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlined above, and (ii) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace not later than five (5) days after such conviction;
5. Impose a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by, an employee convicted of a drug crime;
6. Make a good faith effort to continue to maintain a drug-free workplace for employees; and require any party to which it subcontracts any portion of the work under the Contract to comply with the above provisions.

REVISED 2010 Solid Waste Collections Contract - Inland Services

7. A false certification or the failure to comply with the above drug-free workplace requirements during the performance of the Contract shall be grounds for suspension, termination or debarment.
8. The foregoing provisions will be inserted in all subcontracts for work covered by this Contract.

REVISED 2010 Solid Waste Collections Contract - Inland Services

H. Operations Plan, Emergency Plan

Section 700: Operations Plan

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

REVISED 2010 Solid Waste Collections Contract - Inland Services

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

Section 710: Emergency Plan

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

REVISED 2010 Solid Waste Collections Contract - Inland Services

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

REVISED 2010 Solid Waste Collections Contract - Inland Services

I. Ancillary Provisions

Section 800: Assignment of Pledge of Monies by the Contractor

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

Section 805: Assignment, Subcontracting, Delegation of Duties

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

REVISED 2010 Solid Waste Collections Contract - Inland Services

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

Section 810: Audit and Inspections

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

Section 815: Contractor Will Not Sell or Disclose Data

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

Section 820: No Publicity

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

Section 825: Contract Rights

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

REVISED 2010 Solid Waste Collections Contract - Inland Services

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

Section 830: Open Records Act

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

Section 835: Interpretation

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

Section 840: Law; Venue

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

Section 845: Discretionary Waiver of Right to a Jury Trial

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

Section 850: Specific Performance and Injunctive Relief

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

Section 855: Notices

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

REVISED 2010 Solid Waste Collections Contract - Inland Services

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

To the County:

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

To the Contractor:

Robert A. Smith
701 Santa Isabel Blvd.
Laguna Vista, TX. 78578
(956) 943-4556 Phone
(956) 943-4557 Fax

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

Section 860: Severability

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

Section 865: Interest of the Parties

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

Section 870: No Bribery

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

Section 875: Change in Control – Legal Counsel

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

REVISED 2010 Solid Waste Collections Contract - Inland Services

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

Section 880: Force Majeure

- 1. The Contractor shall not be liable for any failure or delay in the performance of its obligations pursuant to this Contract (and such failure or delay shall not be deemed a default of this Contract or grounds for termination hereunder if all of the following conditions are satisfied:
 - a. If such failure or delay
 - i. could not have been prevented by reasonable precaution, and
 - ii. cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work around plans, or other means, and
 - b. If and to the extent such failure or delay is caused, directly or indirectly by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions, or revolutions, or court order.
- 2. Upon the occurrence of an event which satisfies all of the conditions set forth above, the Contractor shall be excused from any further performance of those obligations pursuant to this Contract affected by the Force Majeure for as long as;
 - a. Such Force Majeure event continues and,
 - b. The Contractor continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.
- 3. Upon the occurrence of a Force Majeure event, the Contractor shall immediately notify the County by telephone and confirmed in writing within two (2) days of the occurrence of a Force Majeure and shall describe in reasonable detail the nature of the Force Majeure. If any Force Majeure prevents the Contractor from performing its obligations for more than five (5) days, the County may terminate this Contract.

REVISED 2010 Solid Waste Collections Contract - Inland Services

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

Section 885: Dispute Resolution

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

REVISED 2010 Solid Waste Collections Contract - Inland Services

Augusta, Georgia (Augusta-
Richmond County, Georgia)

By:_____
As its Mayor

Attest:

Clerk of Commission

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

Contractor:_____

By:_____

As its:_____

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

Notary Public

My Commission Expires:_____

REVISED 2010 Solid Waste Collections Contract - Inland Services

Example From Section 146

Assumptions

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

Calculations

Proration Amount

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

Implementation Amount

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

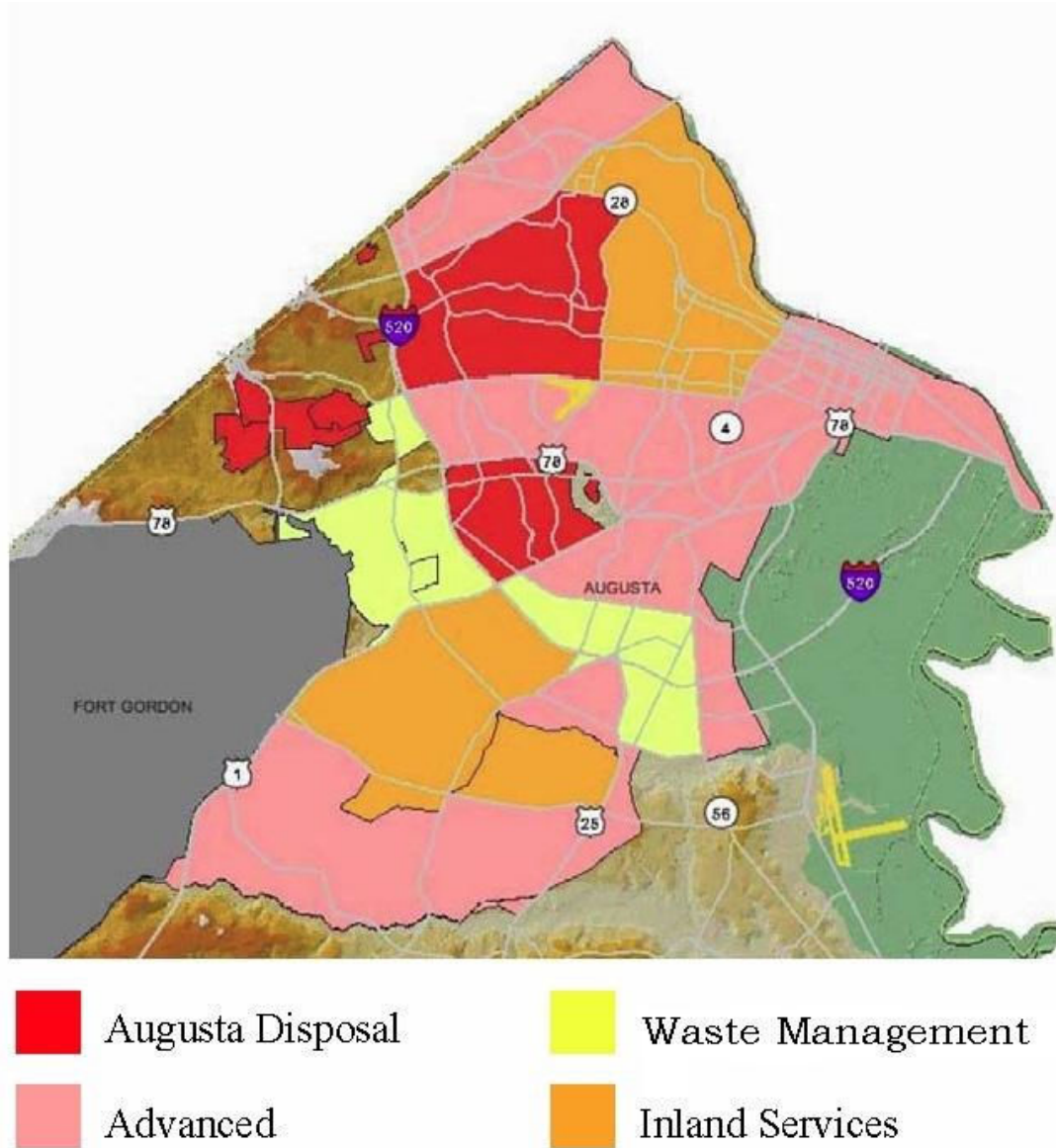
Total owed to Contractor

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

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

REVISED 2010 Solid Waste Collections Contract - Inland Services

Exhibit A: Collection Area(s)



REVISED 2010 Solid Waste Collections Contract - Inland Services

Exhibit B: Rate Table

<u>Services</u>	<u>Twice per week</u>	<u>Once per week</u>
Garbage	\$7.91	
Recycling		\$2.32
Yard Waste		\$2.87
Bulk Waste		\$1.35

Monthly Collections Cost

\$14.45

<u>Additional Services</u>	<u>Monthly</u>
Cart Rental Fee (per garbage cart provided by Contractor)	\$0.10
Extra Garbage Collection (per additional cart serviced)	\$3.00
Extra Recycling Collection (per additional cart serviced)	\$1.00

REVISED 2010 Solid Waste Collections Contract - Inland Services

Exhibit C: Force Majeure Rate Table

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

	<u>Regular Time Rate</u>	<u>Overtime Rate</u>	<u>Rate Per</u>
15-24 Yard Rear Load (Driver and Helper)	\$84.51	\$84.51	Hour
25 Yard or Larger Rear Load (Driver and Helper)	\$84.51	\$84.51	Hour
15-24 Yard Side Load (Driver)	\$66.21	\$66.21	Hour
25 Yard or Larger Side Load (Driver)	\$66.21	\$66.21	Hour
25 Yard or Larger Front Load (Driver and work can)	N/B	N/B	Hour
Additional Laborer (per person as requested)	\$25.00	\$30.00	Hour

	<u>Regular Time Rate</u>	<u>Overtime Rate</u>	<u>Rate Per</u>
<u>Additional Services Offered by Contractor</u>			
1 Other work as negotiated.	\$0.00	\$0.00	
2	\$0.00	\$0.00	
3	\$0.00	\$0.00	
4	\$0.00	\$0.00	
5	\$0.00	\$0.00	
6	\$0.00	\$0.00	
7	\$0.00	\$0.00	
8	\$0.00	\$0.00	
9	\$0.00	\$0.00	
10	\$0.00	\$0.00	

REVISED 2010 Solid Waste Collections Contract - Inland Services

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

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

	<u>Regular Time Rate</u>	<u>Overtime Rate</u>	<u>Rate Per</u>
Rear Load (Driver)	\$84.51	\$84.51	Hour
Side Load (Driver)	\$66.21	\$66.21	Hour
Front Load (Driver and work can)	N/B	N/B	Hour
Additional Laborer (per person as requested)	\$25.00	\$30.00	Hour

	<u>Regular Time Rate</u>	<u>Overtime Rate</u>	<u>Rate Per</u>
Additional Services Offered by Contractor			
1 Other work as negotiated			
2			
3			
4			
5			
6			
7			
8			
9			
10			

REVISED 2010 Solid Waste Collections Contract - Inland Services

CORPORATE CERTIFICATE

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

This ____ day of _____, 2005

Corporate
Secretary: _____
(name signed)

(name printed or typed)

(SEAL)

REVISED 2010 Solid Waste Collections Contract - Inland Services

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____ County of _____

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

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

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

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

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

Continued to the next page

REVISED 2010 Solid Waste Collections Contract - Inland Services

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

BIDDER:_____

By:_____
(name signed)

(name printed or typed)

Date:_____

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

NOTARY PUBLIC: _____
(name signed)

(name printed or typed)

Commission Expires: _____

(SEAL)

REVISED 2010 Solid Waste Collections Contract - Inland Services

NOTICE OF AWARD

To: Robert A. Smith – Inland Service Corporation
701 Santa Isabel Blvd.
Laguna Vista, TX. 78578

Project Description: “Solid Waste Collections Contract”

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

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

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

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

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

Dated this 10th day of October, 2005.

Augusta-Richmond County

By: _____

Name and Title: Geri Sams, Director of Procurement

ACCEPTANCE OF NOTICE

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

By: _____

Name and Title: _____

REVISED 2010 Solid Waste Collections Contract - Inland Services

NOTICE TO PROCEED

To: Robert A. Smith – Inland Service Corporation
701 Santa Isabel Blvd.
Laguna Vista, TX. 78578

Project Description: "Solid Waste Collections Contract"

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

Dated this _____ day of _____, 2005.

Augusta Richmond County

By: _____

Name and Title: _____

ACCEPTANCE OF NOTICE

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

By: _____

Name and Title: _____

REVISED 2010 Solid Waste Collections Contract - Inland Services

CERTIFICATE OF AUGUSTA'S ATTORNEY

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

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

(Signature)

Date:_____

End of Contract



Engineering Services Committee Meeting

8/8/2011 1:05 PM

Upgrade and Extended Full Replacement Warranty for On-Site Sodium Hypochlorite Generation System Cells

Department: Utilities

Caption: Approve purchasing extended full replacement warranties for the on-site hypochlorite generation system electrodes and cells at the Highland Avenue Water Treatment Plant and the James B. Messerly Water Pollution Control Plant.

Background: One of the components of the recent upgrades to our water production and wastewater treatment facilities was to replace the use of chlorine gas with on-site generation of sodium hypochlorite in order to reduce our risk from the storage and handling of hazardous materials. Since our units have been installed the manufacturer, Severn Trent Water Purification, Inc. (STWP), has improved the design and reliability of the systems by modifying the structure of the generation cells. STWP has offered to upgrade our existing units to their new design and provide an additional 2 years of full coverage warranty for both of these systems. The cost of the upgrades and warranty extension is \$81,000.

Analysis: The original warranty for these units was for 2 years of full replacement coverage followed by 5 years of pro-rated coverage. The additional 2 years of full replacement coverage for the electrodes and cells provided by this offer would be followed by 3 years pro-rated coverage thereby maintaining our total warranty period at 7 years.

Financial Impact: The cost of the proposed upgrade and extended full replacement warranty is \$81,000.00.

Alternatives: Do not upgrade the units to the more reliable design and accept the risk of expensive system replacement or a more costly upgrade in the future.

Recommendation: Approve purchasing extended full replacement warranties for the on-site hypochlorite generation system electrodes and cells at the Highland Avenue Water Treatment Plant and the James B. Cover Memo

Messerly Water Pollution Control Plant at a total cost of
\$81,000.00.

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

\$81,000 from Budget Account 506043520-5425110

REVIEWED AND APPROVED BY:

Finance.

Procurement.

Law.

Administrator.

Clerk of Commission



ClorTec®

Severn Trent Water Purification, Inc.
2660 Columbia St.
Torrance, CA 90503
Telephone: 310-618-9700

On-Site Sodium Hypochlorite Generation System Proposal No. Q2-3024-0

April 21, 2011

Mr. Allen Saxon
Augusta Utilities Department
360 Bay Street, Suite 180
Augusta, Georgia 30901

Reference: Augusta Highlands and Messerly WTPs, Electrolytic Cell Warranty Extension

Dear Mr. Allen Saxon,

Severn Trent Water Purification Inc. is pleased to quote an extended warranty of your Onsite Hypochlorite Generation (OSHG) system's electrolytic cells at the Augusta Highlands and Messerly sites. STWP's standard terms and conditions apply as supplemented where noted on the warranty riders for the electrolytic cells and shall prevail over any other terms and conditions. Completion of all work quoted at both sites is 4 weeks from the date of execution by both parties of an acceptable purchase order. This quote is valid for 30 days, after which it may be subject to price changes, unless extended in writing. Payments terms are net 30 days.

The extended warranty is effective after STWP retrofits the four existing 750ppd electrolytic cells at the Highlands site and the four existing 600ppd electrolytic cells at the Messerly site. The retrofit kit includes thicker outer rows of electrolytic cell plates, a new primary cathode with a heavier outside plate configuration, backing plates for both the primary cathode and the primary anode, a down tube, removal of last cell compartment baffle and a new floating end plug. In addition we also insert newer heartier spacers on the thicker plates.

The retrofitted cells would then have an extended warranty as follows: two full years for the entire cell which includes new and used parts, followed by three years of prorated warranty for the electrode assembly per the attached warranty rider. The warranty starts when the retrofits are completed and cells are re-commissioned by STWP. Evidence of completion of commissioning is your firm's sign-off of the STWP service order.

In other words, given that the first two years of the original 7 year warranty has expired, the original 2 years of full replacement warranty for the entire cell is extended by another 2 full years, and the prorated portion of the original total 7 year warranty (5 years of electrode assembly proration) is reduced to 3 years so that the total original warranty period remains the same.

The retrofit would have to be performed by STWP for the warranty to be valid. The warranty covers parts only and is for defects in materials and workmanship.

The price includes all cost for materials, labor and expenses to produce and install the retrofits and to re-commission all the retrofitted cells. All shipment costs are included as well.

The price to make, deliver, install, and commission the four 600ppd retrofit kits and four 750ppd retrofits kits and for the aforementioned extended warranty is a total lump sum of \$81,000.00 for both the Messerly and Highlands sites. All work described in this quote will be completed with 1 trip for both sites within the 4 consecutive weeks after execution of an acceptable purchase order. Access to the sites is to be unfettered to allow the work to be accomplished as efficiently as possible and in the same trip. The extended full 2 year warranty and 3 year prorated warranty will begin once we have a signed Service Order stating all work is complete.

Thank you for your time and please feel free to contact the undersigned or local Regional Sales Manager Mr. Mitch Matthews should you have any questions.

Best Regards,



Bernie Eckert
Customer Service Business Development Manager

Tel: 1-813-598-1671

cc: Mitch Matthews
Southeast Regional Sales Manager
Cell 1-706-255-8964
mmatthews@severntrentservices.com

Commercial Conditions

1. Payment terms: Net 30 days.
2. This proposal shall remain valid for thirty days, after which it may be subject to price changes, unless extended in writing by STWP.
3. Delivery: F.O.B Factory, freight paid by Severn Trent (exclusive of taxes).
4. This STWP proposal Q2-3024-0 must be incorporated as a part of any agreement if awarded this project. In case of conflict between this proposal and any specifications and terms and conditions the STWP proposal shall take precedence unless otherwise negotiated.
5. The effective date of the purchase order is the date by which the buyer and STWP have signed the purchase order.
6. All work at both sites is to be performed within the same trip.
7. A standard Severn Trent liability and workers compensation insurance policy is in effect for this project. No other coverage will be allowed for without additional compensation for the cost of policy riders, adders, etc. and the approval of Severn Trent management.

ClorTec Standard Operating Conditions

Proper system operation and electrode warranty is subject to the end-user meeting the following conditions:

Inlet Water Conditions

- Providing untreated drinking quality potable water.
- Inlet Water Temperature: Inlet water temperature must be between 65°F-80°F [18°C-27°C].
- Inlet Water Pressure: Water Pressure must be maintained per system Process & Instrumentation Diagram.

Salt Quality:

Must contain no organic binders, flow control agents or resin cleaning material, and meeting the following specifications

NaCl:	
-dry basis	96.3% minimum
-wet	93.3% minimum
Calcium Sulfate	0.30% maximum
Magnesium Chloride	0.06% maximum
Calcium Chloride	0.10% maximum
Magnesium Sulfate	0.02% maximum
Insoluble's	0.1% maximum
Moisture (as H ₂ O)	3.0% maximum
Lead	0.0007% maximum
Copper	0.0003% maximum
Iron (as Fe)	0.002% maximum
Fluoride	0.002% maximum
Manganese	<0.0002%

Water Quality:

Must be free of polymer additives, flocculants, coagulants and antiscalants. Salinity to electrolytic cell must be maintained above an average of 18,000 ppm Cl

pH	6.5 to 7.5
Hardness [Ca/Mg]	<10 ppm
Total Organic Carbon (TOC)	<2 ppm
Iron	<200 ppb
Manganese	<10 ppb
Nickel	<5 ppm
Fluoride	<1 ppm
Copper	<5ppb
Cl ₂ (free chlorine)	<2 ppm

Operational Logs

- A weekly log of water hardness at outlet of water softener must be maintained by end-user. (See Maintenance and Operation Log Book in Maintenance Kit.)
- Operational Log must be maintained detailing maintenance activities and system usage. (See Maintenance and Operation Log Book in Maintenance Kit.)

**SEVERN TRENT WATER PURIFICATION, INC.
TERMS AND CONDITIONS OF SALE WARRANTY RIDER**

**City of Augusta Highlands WTP
2841 Central Avenue
Augusta, GA. 30909**

EXTENDED WARRANTY RIDER – ELECTRODES, CELL CASING & OTHER CELL COMPONENTS

This Rider supplements and modifies the duration of the warranty period as set forth in the Article 7 of Seller's Standard Terms and Conditions. The following warranty periods shall apply specifically and only to Products listed below. Seller warrants the specific products listed below against defects in materials and workmanship for the time period specified below. Seller shall, at its option, repair or replace any Products or components thereof that prove upon examination to the satisfaction of Seller to be defective. Any alteration, disassembly, storage or use of the Products not in accordance with Seller's instructions shall void the warranty. Buyer assumes full responsibility in the event Buyer uses the Products in combination with other goods or in any manner not stated in Buyer's specifications provided prior to sale. All costs associated with removing the Products from service and re-installing same following examination, repair or replacement are to be borne by Buyer. Seller may, in its sole discretion, require that the Products be shipped to Seller's facility for examination, repair or replacement. All transportation costs to and from Seller's facility, if required, are to be prepaid by Buyer.

PRODUCT WARRANTY INFORMATION		
PRODUCT DESCRIPTION	EXTENDED WARRANTY PERIOD FROM DATE OF COMMISSIONING	EFFECTIVE EXTENDED WARRANTY PERIOD
Electrodes 4 – CT-750 electrolytic cells	2 Yrs. full replacement 3 Yrs. pro-rated	2 years from signed Service Order 3 - 5 years from signed Service Order
Cell Casing and other components	2 Yr. full replacement	2 years from signed Service Order

If so stated in Seller's Documentation, the Products or designated components thereof are covered only by the warranty extended by the original manufacturer and not by the terms of Seller's warranty as specified above. In the event of a warranty issue regarding such Products or components thereof, Buyer should contact the original manufacturer directly. Seller, at Buyer's request, will act as an agent between Buyer and the original manufacturer to resolve warranty issues. If Seller acts as an agent for such purpose, Buyer must return the Products, or the appropriate components, to the designated manufacturer's facility, shipping charges prepaid. Buyer's sole remedy is the original manufacturer's warranty. SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING A WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO SUCH PRODUCTS OR COMPONENTS.

THE WARRANTIES SET FORTH HEREIN, IF ANY, ARE MADE EXPRESSLY IN LIEU OF OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, EVEN IF THAT PURPOSE IS KNOWN TO SELLER, IS HEREBY EXPRESSLY EXCLUDED.

SELLER'S LIABILITY AND BUYER'S EXCLUSIVE REMEDY FOR ANY FAILURE BY SELLER TO SUPPLY PRODUCTS THAT MEET THE FOREGOING WARRANTY IS EXPRESSLY LIMITED TO, AT SELLER'S OPTION, THE REPAIR OR REPLACEMENT OF THE NON-CONFORMING PRODUCTS. IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF USE, INCOME, PROFIT, CAPITAL OR BUSINESS OPPORTUNITY EVEN IF SELLER HAS BEEN ADVISED OF SUCH POSSIBLE INCOME, PROFIT, CAPITAL, OR BUSINESS OPPORTUNITY.

**SEVERN TRENT WATER PURIFICATION, INC.
TERMS AND CONDITIONS OF SALE WARRANTY RIDER**

**City of Augusta Messerly WTP
1810-B Doug Barnard Avenue
Augusta, GA. 30906**

EXTENDED WARRANTY RIDER – ELECTRODES, CELL CASING & OTHER CELL COMPONENTS

This Rider supplements and modifies the duration of the warranty period as set forth in the Article 7 of Seller's Standard Terms and Conditions. The following warranty periods shall apply specifically and only to Products listed below. Seller warrants the specific products listed below against defects in materials and workmanship for the time period specified below. Seller shall, at its option, repair or replace any Products or components thereof that prove upon examination to the satisfaction of Seller to be defective. Any alteration, disassembly, storage or use of the Products not in accordance with Seller's instructions shall void the warranty. Buyer assumes full responsibility in the event Buyer uses the Products in combination with other goods or in any manner not stated in Buyer's specifications provided prior to sale. All costs associated with removing the Products from service and re-installing same following examination, repair or replacement are to be borne by Buyer. Seller may, in its sole discretion, require that the Products be shipped to Seller's facility for examination, repair or replacement. All transportation costs to and from Seller's facility, if required, are to be prepaid by Buyer.

PRODUCT WARRANTY INFORMATION		
PRODUCT DESCRIPTION	EXTENDED WARRANTY PERIOD FROM DATE OF COMMISSIONING	EFFECTIVE EXTENDED WARRANTY PERIOD
Electrodes 4 – CT-600 electrolytic cells	2 Yrs. full replacement	10/29/11 – 10/28/13
	3 Yrs. pro-rated	10/28/13 – 10/27/16
Cell Casing and other components	2 Yr. full replacement	10/29/11 – 10/28/13

If so stated in Seller's Documentation, the Products or designated components thereof are covered only by the warranty extended by the original manufacturer and not by the terms of Seller's warranty as specified above. In the event of a warranty issue regarding such Products or components thereof, Buyer should contact the original manufacturer directly. Seller, at Buyer's request, will act as an agent between Buyer and the original manufacturer to resolve warranty issues. If Seller acts as an agent for such purpose, Buyer must return the Products, or the appropriate components, to the designated manufacturer's facility, shipping charges prepaid. Buyer's sole remedy is the original manufacturer's warranty. SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING A WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO SUCH PRODUCTS OR COMPONENTS.

THE WARRANTIES SET FORTH HEREIN, IF ANY, ARE MADE EXPRESSLY IN LIEU OF OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, EVEN IF THAT PURPOSE IS KNOWN TO SELLER, IS HEREBY EXPRESSLY EXCLUDED.

SELLER'S LIABILITY AND BUYER'S EXCLUSIVE REMEDY FOR ANY FAILURE BY SELLER TO SUPPLY PRODUCTS THAT MEET THE FOREGOING WARRANTY IS EXPRESSLY LIMITED TO, AT SELLER'S OPTION, THE REPAIR OR REPLACEMENT OF THE NON-CONFORMING PRODUCTS. IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF USE, INCOME, PROFIT, CAPITAL OR BUSINESS OPPORTUNITY EVEN IF SELLER HAS BEEN ADVISED OF SUCH POSSIBLE INCOME, PROFIT, CAPITAL, OR BUSINESS OPPORTUNITY.

Standard Terms and Conditions of Sale

1. APPLICABLE TERMS

- 1.1 The sale of goods and related services (if any) hereunder (collectively, the "Product(s)") is limited to and made expressly conditional on Buyer's acceptance of these terms and conditions of sale.
- 1.2 These terms and conditions shall control over any inconsistent or additional terms or conditions proposed or issued by Buyer or Seller, including any additional or different terms contained in any purchase order, acknowledgement, proposal or other communication, written or otherwise unless specifically agreed to in writing by both parties.
- 1.3 Buyer's acceptance of delivery or the full or partial payment of the purchase price hereunder, shall constitute Buyer's acceptance of all the terms and conditions stated herein, notwithstanding any other inconsistent terms and conditions, prior dealings or usage of trade.
- 1.4 No modification of these terms and conditions (including any special terms and conditions, changes in scope, specifications, price or delivery schedule) shall be of any force or effect unless agreed in writing and signed by both parties.

2. PRICES AND PAYMENT TERMS

- 2.1 All prices and payments shall be in U.S. currency. Unless specifically noted otherwise in Seller's Documentation, prices are exclusive of any and all sales, use, excise, ad valorem, property or other taxes due or applicable to this transaction. Buyer shall pay directly or reimburse Seller immediately upon demand for any and all such taxes.
- 2.2 Buyer shall pay the full purchase price as set forth on the face of this document or that certain document to which these terms are attached ("Seller's Documentation"), without any deduction by way of set-off, counterclaim, discount or otherwise.
- 2.3 Unless otherwise stated on the face hereof, payment terms are Net Thirty (30) Days from date of invoice. Payment of retention, if any, shall be made no later than 30 days from Product Acceptance pursuant to the terms hereof or 180 days from date of shipment, whichever occurs first.
- 2.4 Any payments delayed beyond thirty (30) days from the specified due date shall be subject to interest on the unpaid balance at the rate of one and one-half (1-1/2%) percent per month or the maximum rate permitted by applicable law, whichever is less. Seller reserves the right, among other remedies, to suspend further deliveries in the event Buyer fails to pay for any one shipment when payment becomes due. All orders are subject to credit approval. Should Buyer's financial condition become unsatisfactory to Seller, Seller shall have the right, at its option, to payment in advance, to cash payment upon delivery or to satisfactory security.
- 2.5 Buyer hereby irrevocably grants Seller a security interest in the Products until such time as Buyer makes full payment of the purchase price. Buyer agrees, if requested, to execute a financing statement as may be necessary to perfect and maintain such security interest including the execution and delivery to Seller of a UCC-1 financing statement.

3. DELIVERY AND RISK OF LOSS

- 3.1 Delivery dates set forth in Seller's Documentation are approximate and Seller will make all reasonable efforts to meet same. Timely delivery is subject to prompt receipt from Buyer of accurate and complete technical and shipping information. Seller reserves the right to make partial shipments, invoices for which shall be due and payable in accordance with the payment terms specified in the paragraph 2.3 above.
- 3.2 Unless otherwise modified by Seller's Documentation, shipping terms are F.O.B. Seller's facility. All Products shall be shipped to the location specified by Buyer. Buyer must provide Seller with specific written instructions as to Buyer's preferred method of shipment or common carrier. In the absence of such instructions from Buyer, method of shipment shall be at Seller's discretion.
- 3.3 All shipping, handling and insurance costs are to be paid by Buyer. Buyer is liable for compliance with all laws and regulations governing the unloading, storage, handling and use of all Products.
- 3.4 Whether or not installation services are performed by Seller, title and risk of loss shall pass to Buyer at the time that the Products are placed with a common carrier for shipment to the location designated by Buyer. Buyer shall bear all risk of loss in transit. Any claims for damages, loss or delay in transit should be made immediately by Buyer directly to the carrier.
- 3.5 In the event Buyer requests a postponement of delivery beyond the date specified in Seller's Documentation, Seller may invoice the Buyer and title and risk of loss shall pass to Buyer at such time as Products are made available for shipment, but in no event earlier than the delivery date specified in Seller's Documentation. If delivery is postponed by Buyer, Seller shall endeavor but shall not have the obligation to either store the Products or secure a storage location at Buyer's expense and based upon terms and conditions agreeable to the parties.

- 3.6** Prior to installation, Products must be stored by Buyer in accordance with the storage instructions that may be a part of Seller's instructions for Products installation, maintenance and care. In the absence of specific instructions, Products must be stored prior to their installation in an enclosed space affording protection from weather, dust and physical damage and providing appropriate temperature, humidity and ventilation conditions to prevent deterioration.
- 3.7** Buyer's failure to follow Seller's storage instructions may cause damage to the Products and will void the warranties provided hereunder. Seller shall have the right to inspect Products stored by Buyer prior to installation. If Products are stored by Buyer for a period of 90 days or more, Buyer shall reimburse Seller for all reasonable costs of inspection.

4. PRODUCT ACCEPTANCE

- 4.1** Except for Products that are not assembled at Seller's facility, Buyer has the right to inspect Products at Seller's facility prior to shipment provided that advance written arrangements are made by Buyer and are confirmed in writing by Seller. Any and all costs associated with inspection and testing requested by Buyer at Seller's facility will be paid by Buyer.
- 4.2** Buyer shall inspect the Products within a reasonable period of time following receipt at the point of destination and prior to conducting any Acceptance Test to determine if the Products are damaged, incomplete or do not otherwise conform to Buyer's request.
- 4.3** If Buyer receives Products with visible or suspected damage or loss, including damages to the packaging, or with discrepancies in specification, Buyer shall make relevant notes in receiving documents and notify Seller immediately. Such notice shall be reasonably detailed and shall specify the damage or discrepancy.
- 4.4** Buyer's failure to inspect the Products and give written notice to Seller of any alleged defects or non-conformity within a reasonable time after receipt at the point of destination shall waive Buyer's right to reject the Products and return them to Seller for credit and Buyer's sole remedy for nonconforming or defective Products shall be warranty claims made in accordance with Article 7 herein.
- 4.5** For purposes of this Article 4, "reasonable period of time" means a period of time that is not immoderate or excessive, in accordance with industry standards.
- 4.6** If Seller's Documentation provides that the Products are subject to specific acceptance testing (the "Acceptance Test") in order to verify Product performance in accordance with agreed specifications, the Products shall be deemed fully accepted when they have satisfied the requirements of the Acceptance Test. Buyer's remedy for Products that have failed an Acceptance Test or are in the warranty period shall be limited, at Seller's sole discretion, to the repair or replacement of such Products.
- 4.7** Notwithstanding any right conferred upon the Buyer to inspect or test the Products prior to acceptance, any use or alteration of the Products by Buyer, its agents, employees or licensees, for any purpose after delivery thereof, shall constitute Buyer's irrevocable acceptance of the Products. Accordingly, in the event of any discovery by Buyer of a non-conformity or defect following such acceptance of the Products, Buyer's sole recourse is a warranty claim pursuant to the warranty provisions stated in Article 7 herein.

5. INSTALLATION AND/OR START UP SERVICES

- 5.1** If Seller's scope of supply includes installation supervision and/or start up services, Buyer will confirm to Seller at least two (2) weeks prior to the date Seller's personnel will be required on site to perform such services that Buyer has fully completed all work necessary for such installation and/or start up services in accordance with Seller's instructions. In the event that the completion of such services is delayed by Buyer for any reason not the fault of Seller following Seller's arrival on site, Buyer shall pay for any additional costs resulting from the delay.
- 5.2** To the extent that Seller's scope of supply includes supervising the installation of the Products, Seller shall not be responsible for the means and methods selected for such installation, nor for the manner in which such installation services are performed, including the efficiency, adequacy and safety of same. Seller makes no warranty, express or implied, with respect to such installation and/or start up services, except that the Seller shall be responsible for any claims or damages resulting from its own negligence.

6. CANCELLATION

- 6.1** Unless otherwise provided in Seller's Documentation, if Buyer cancels or partially cancels an order, Buyer shall promptly pay Seller for all work performed on account of the Products prior to cancellation plus any other reasonable costs incurred by Seller as a result of such cancellation including, if applicable, an appropriate restocking fee.

7. WARRANTY

- 7.1** Subject to the conditions stated below, Seller warrants the Products against defects in materials and workmanship for a period of eighteen (18) months from the date in which title has passed to Buyer or twelve (12) months from the date of installation of the Products, whichever occurs first.

- 7.2** Seller shall, at its option, repair or replace any Products or components thereof that prove upon examination to the satisfaction of Seller to be defective. In addition, any part or component that has been repaired or replaced shall be warranted for a period equal to the longer of (i) the remaining warranty period hereunder; or (ii) one year from the date of such repair or replacement.
- 7.3** In the event that Seller fails to initiate a corrective action plan to repair or replace the defective components within ten (10) days following Buyer's notification, Buyer may, at their option, take action to repair or replace such defective product and Seller shall bear the direct and commercially reasonable cost for parts and labor thereof. In such circumstances, Seller has no warranty obligation with regard to the repair or replacement performed by Buyer. Further, if Buyer improperly repairs or replaces the defective Products and/or uses incompatible components, Seller is not responsible for any costs, damages or malfunctions resulting there from.
- 7.4** Any alteration, disassembly, storage or use of the Products not in accordance with Seller's instructions shall void the warranty. Buyer assumes full responsibility in the event Buyer uses the Products in combination with other goods or in any manner not stated in Buyer's specifications provided prior to sale.
- 7.5** All costs associated with removing the Products from service and re-installing same following examination, repair or replacement are to be borne by Buyer. Seller may, in its sole discretion, require that the Products be shipped to Seller's facility for examination, repair or replacement. All transportation costs to and from Seller's facility, if required, are to be prepaid by Buyer.
- 7.6** THE WARRANTIES SET FORTH HEREIN, IF ANY, ARE MADE EXPRESSLY IN LIEU OF OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, EVEN IF THAT PURPOSE IS KNOWN TO SELLER, IS HEREBY EXPRESSLY EXCLUDED; PROVIDED, HOWEVER, THAT THE PRODUCTS ARE WARRANTED TO CONFORM IN ALL MATERIAL RESPECTS TO THE RELEVANT AND KNOWN SPECIFICATIONS, AND PERFORMANCE STANDARDS, INCLUDING ANY MUTUALLY AGREED MODIFICATIONS THERETO.
- 7.7** SELLER'S LIABILITY AND BUYER'S EXCLUSIVE REMEDY FOR ANY FAILURE BY SELLER TO SUPPLY PRODUCTS THAT MEET THE FOREGOING WARRANTY IS EXPRESSLY LIMITED TO, AT SELLER'S OPTION, THE REPAIR OR REPLACEMENT OF THE NON-CONFORMING PRODUCTS. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF USE, INCOME, PROFIT, CAPITAL OR BUSINESS OPPORTUNITY EVEN IF SELLER HAS BEEN ADVISED OF SUCH POSSIBLE INCOME, PROFIT, CAPITAL OR BUSINESS OPPORTUNITY.

8. INDEMNIFICATION

- 8.1** Buyer and Seller shall each defend, indemnify and hold the other harmless from and on account of all bodily injury and property damage claims asserted by third parties as a result of the other's negligent acts or omissions. To the extent that both Buyer and Seller are determined by a finder of fact to be negligent and the negligence of both is a proximate cause of a claim by a third party against either Buyer or Seller, then in such event, Buyer and Seller shall each be responsible for a portion of the liability, including costs and expenses, attributable to its comparative share of the total negligence.
- 8.2** Seller agrees to indemnify and hold harmless Buyer against any third party claim alleging that the Products infringe upon a valid and enforceable United States patent, provided Buyer gives Seller written notice immediately when such claim is asserted, directly or indirectly.
- 8.3** Notwithstanding the foregoing, Seller shall have no liability to Buyer if any patent infringement or claim thereof is based upon or arises out of (a) compliance with designs, plans or specifications furnished by or on behalf of Buyer; (b) use of the Products in a manner for which the Products were neither designed nor contemplated; or (c) the claimed infringement of any patent in which the Buyer or any affiliate or subsidiary of Buyer has any direct or indirect interest by license or otherwise.

9. INSURANCE

- 9.1** Seller agrees to maintain the following levels of insurance coverage:
- Commercial General Liability insurance with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate. The Commercial General Liability insurance shall include coverage for bodily injury, property damage, products/completed operations and contractual liability;
 - Automobile Liability insurance with a combined single limit of \$1,000,000; and
 - Workers' Compensation insurance in compliance statutory limits and Employer's Liability insurance with a limit of \$1,000,000
- 9.2** Buyer agrees to maintain Commercial General Liability insurance with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, including contractual liability.

10. LIMITATION OF LIABILITY

- 10.1** Seller's total liability to Buyer with respect to any cause of action or claim hereunder shall not exceed the purchase price payable hereunder.
- 10.2** In no event shall Seller be liable, either directly or as indemnitor of Buyer, for any special, punitive, indirect or consequential damages, including but not limited to damages for loss of use, loss of income or loss of profit.
- 10.3** Notwithstanding the above, this limitation of liability shall not apply to: a) claims brought directly against the Seller by unrelated third parties; and b) claims arising from Seller's gross negligence or willful misconduct.
- 10.4** All of Buyer's claims or actions of any description whatsoever against the Seller shall be brought not later than one (1) year after the occurrence of the event upon which each such claim or action is based.

11. FORCE MAJEURE

- 11.1** Seller shall not be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, Seller such failure or delay is caused by an event of Force Majeure.
- 11.2** Force Majeure shall mean any act, event or condition that is beyond Seller's reasonable control, that materially and adversely affects Seller's ability to perform its obligations hereunder, and that is not the result of Seller's willful neglect, error, omission or failure to exercise reasonable due diligence.
- 11.3** If Seller is unable to perform any of its obligations hereunder as a result of a Force Majeure event, Seller shall be required to resume performance upon termination of the event and shall have reasonable additional time for performance.
- 11.4** In addition, to the extent that a Force Majeure event increases Seller's cost of performance hereunder, Buyer shall bear all such additional costs of performance, excluding any costs that are covered by Seller's insurance.

12. DEFAULT AND TERMINATION

- 12.1** The substantial failure of either party to comply with the terms of this contract shall constitute default hereunder. Upon default by one party, the other nondefaulting party shall provide written notice clearly specifying the nature of the default. The defaulting party shall have thirty (30) days to cure the default.
- 12.2** The defaulting party shall have thirty (30) days to cure the default. If the default is capable of being cured within thirty (30) days and is not cured within thirty (30) days, this contract may be terminated.
- 12.3** In the case of default that cannot be cured within thirty (30) days, this contract shall not be terminated so long as the defaulting party has given written notice of extension to the other party and the defaulting party has commenced and is diligently pursuing a cure.
- 12.4** In the event of any termination, Seller shall be paid for Products delivered and services rendered (including Products specifically manufactured/assembled or special ordered for the Buyer that have yet to be supplied) through the date of termination.
- 12.5** For purposes of this contract, the failure of Buyer to pay Seller in accordance with the payment terms hereunder shall be considered a substantial default for which no cure period beyond 30 days shall be allowed.
- 12.6** In the event the Buyer's default, Seller may, in addition to the right to terminate set forth in this paragraph, elect to suspend work until the default has been cured.
- 12.7** No delay or omission on the part of the Seller in exercising any right or remedy hereunder shall constitute a waiver of any such right or remedy on any future occasion.

13. INTELLECTUAL PROPERTY

- 13.1** All devices, equipment, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller in connection with the Products sold hereunder shall remain Seller's exclusive property. Buyer shall not disclose any such material to third parties without Seller's prior written consent.
- 13.2** Buyer will not undertake any analyses or "reverse engineering" of the products for the purpose of designing, developing or manufacturing by the Buyer or by any third party of products that compete with the Product(s).

- 13.3** Seller will retain sole ownership of all discoveries, improvements, inventions, patents, trademarks, copyrights, know-how, trade secrets, or other intellectual property rights associated in any way with the Products. The parties specifically agree that all improvements, inventions, discoveries and copyright in works of authorship, including those in formative stages, made by either party hereto (either alone or jointly with others) improving upon or related to the Products shall from the time of conception or, in the case of works of authorship, from the time of creation, be the property of Seller.

14. RELIANCE ON INFORMATION

- 14.1** Buyer acknowledges that Seller has used and relied upon information provided by the Buyer, if any, regarding site conditions, specifications and other technical requirements in the design, installation and start-up of its Product(s). Seller shall not be obligated to establish or verify the accuracy of the information furnished by the Buyer nor shall Seller be responsible for the impact or effect on its Products(s) and any services provided by Seller hereunder of the information furnished by the Buyer in the event that such information is in error.

15. MISCELLANEOUS PROVISIONS

- 15.1** These terms and conditions constitute the entire contract of sale and purchase between Buyer and Seller and supersede all prior or contemporaneous communications, representations, understandings or agreements, whether written or oral, unless such document states that it intends to modify this contract and is signed by both parties.
- 15.2** No modification of this contract (including changes in scope, specifications, price or delivery schedule) shall be of any force or effect unless made pursuant to a writing signed by both parties. No course of dealing or performance or usage of trade may be used to modify this contract.
- 15.3** The failure on the part of either party to enforce its rights as to any provisions herein shall not be construed as a waiver of its rights to enforce such provisions in the future.
- 15.4** Should any provision of this contract for any reason be declared invalid or void, such declaration will not affect the remaining provisions of this contract, which shall remain in full force and effect.
- 15.5** Buyer may not assign or permit any other transfer of this contract without Seller's prior written consent.
- 15.6** Buyer shall strictly comply with and refrain from exporting or re-exporting the Products in violation of, United States' laws regarding trade restrictions and embargoes, as such laws may be amended from time to time.
- 15.7** This contract is entered into solely between, and may be enforced only by, the Buyer and Seller; and this contract shall not be deemed to create any rights in third parties, including customers of the Buyer, or to create any obligations to any such third parties.
- 15.8** These terms and conditions shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.



Engineering Services Committee Meeting

8/8/2011 1:05 PM

Watershed Assessment and Source Water Protection Plan Updates Contract with Dewberry & Davis, Inc. (RFQ #11-059)

Department: Utilities

Caption: Authorize the award and execution of a contract with Dewberry & Davis, Inc. for the update to AUD's Watershed Assessment and Source Water Protection Plan (RFQ #11-059) in the amount of \$214,470.

Background: The Augusta Commission, in its May 17, 2011 meeting, authorized the Utilities Department to proceed with negotiations with Dewberry & Davis, Inc. to provide services for the update of AUD's Watershed Assessment and Source Water Protection Plan. After several scoping and negotiation sessions, the process is completed. Based on the scoping and negotiations, we would recommend the authorization of award and execution of a contract to have the work performed.

Analysis: The compensation being recommended represents a reasonable fee for the services to be provided.

Financial Impact: \$214,470.00 from budget account 507043490-5212999 / 81100010-5212999

Alternatives: No alternatives are recommended.

Recommendation: We recommend the Commission authorize the award and execution of a contract with Dewberry & Davis, Inc. for the update to AUD's Watershed Assessment and Source Water Protection Plan (RFQ #11-059) in the amount of \$214,470.

Funds are Available in the Following Accounts: 507043490-5212999 / 81100010-5212999

REVIEWED AND APPROVED BY:

Cover Memo

Item # 11

Finance.
Procurement.
Law.
Administrator.
Clerk of Commission

SCOPE OF WORK:

Watershed / Sourcewater Protection Plans

Introduction

The Watershed / Sourcewater Protection Planning work will consist of two phases. Phase 1 is covered in this Scope of Work (SOW). Phase 2 will be scoped and budgeted at a later date. The table below summarizes the phases. The primary focus of this document is Phase 1. Any work identified as Phase 2 effort can not be initiated without prior written authorization of Augusta Utilities Department (AUD).

Primary Task	Phase 1	Phase 2
Task 1: Project Management	PM to support Phase 1	PM to support Phase 2
Task 2: Assess Status of Protection Plan Implementation Strategies	Complete Task	N/A
Task 3: Evaluate / Update Existing Program	<u>Watershed:</u> Meet with EPD and ensure concurrence on direction regarding update <u>Sourcewater:</u> Complete Task	<u>Watershed:</u> Finalize updated Plan <u>Source Water:</u> N/A
Task 4: Community Outreach	Complete Task	N/A
Task 5: Fat Oil and Grease	Enhance Written Program Develop Education / Inspection Plan Identify FOG Disposal Strategies	Implement Education and Inspection Plan

SCOPE OF WORK (SOW): Phase 1

Task 1: Project Management

Under the Project Management Task, the project manager, Teresa Crisp, will be responsible for the schedule, budget, coordination, and communication. Teresa will be supported by Dewberry staff primarily in Atlanta and Raleigh.

Project Work Plan

Within 14 days of notice to proceed (NTP), Dewberry will meet with AUD and present a project work plan defining the roles and responsibilities of the project team, communication protocols, the schedule, project budget, QA/QC Plan and AUD's expectations of the project. Dewberry will revise the project work plan based on comments received by Augusta.

Project Communication

Dewberry will attend monthly client meetings (up to 12 meetings) for project coordination and updates. We will prepare the meeting agenda and distribute meeting minutes. In addition, we will prepare and submit a monthly status report to update the study schedule, list milestones achieved, support and document schedule changes, update project costs, and justify changes to the schedule or proposed study costs.

Deliverables

Dewberry will deliver any hard copy and electronic files of the deliverables outlined throughout the SOW.

- Project work plan;
- Monthly progress reports;
- Monthly invoices; and
- All close-out files.

Task 2: Assess Status of Protection Plan Implementation Strategies

As the wastewater discharge permit holder, AUD is responsible for coordinating with the various Augusta government departments in order to define roles and responsibilities related to the implementation of the watershed protection program. Dewberry will coordinate with the various departments and document the overall countywide fecal reduction program including those projects whose primary goals were not aimed at water quality. Dewberry will obtain the list of improvements from the watershed protection plan and interview AUD, Public Works and Planning & Zoning to determine the status of projects being implemented throughout the County. We will present a summary report to AUD outlining the projects completed in the past five years and those funded that may contribute to protecting the water quality in Augusta streams, particularly as it relates to fecal coliform levels. This report will assist in updating the protection plans by potentially identifying areas to redirect efforts and by documenting progress to EPD.

Deliverables

- Memorandum summarizing the status of the implementation strategies identified in the Augusta Watershed Plan.
- Matrix outlining the status and path forward.

Task 3: Evaluate / Update Existing Program

Watershed Protection

For Phase 1, Dewberry will perform the following tasks:

- Update the monitoring database with recently collected water quality data. It is assumed AUD will provide existing database.
- Coordinate with AUD and EPD to go over the implementation strategies completed and discuss the plans to move forward. After preparing the Implementation Status Memo in Task 2, Dewberry will arrange for a meeting with AUD and EPD to discuss the progress and how AUD plans to move forward. Dewberry will schedule the meeting, prepare the handouts, attend and prepare a Meeting Summary.

Source Water Protection

One of the action items of the source water protection plan is to develop written inter-jurisdictional agreements to outline items such as the procedures (including notification procedures) should a spill occur upstream of AUD's intake. To date, the policies have been undocumented. Dewberry will prepare a draft inter-jurisdictional agreement template for approval by AUD and the Augusta attorney.

Dewberry will then schedule up to five meetings with neighboring jurisdictions (Aiken County, Columbia County, Edgefield County and North Augusta) and AUD to discuss the proposed inter-jurisdictional agreements associated with spills and communicating regarding upstream potential pollutants.

Dewberry will work with AUD to incorporate accepted revisions suggested by the neighboring jurisdictions.

In addition to the inter-jurisdictional agreements, Dewberry will assess any changes in the potential pollutant sources and map those changes. Due to little change in the upstream potential pollutant sources, we anticipate minor edits to the Source Water Protection Plan to satisfy the requirements of EPD.

Deliverables

- Draft Inter-jurisdictional agreements;
- Assistance in coordinating with EPD;
- Materials for AUD, Dewberry and EPD meeting (maps, summary of status, meeting agenda, etc)
- Updated monitoring database;
- Written summary of any EPD meetings; and
- Updated Source Water Protection Plan

Task 4: Redevelop Communication Outreach and Educational Programs

This task includes conducting public outreach activities in support of the watershed protection plan as well as AUD's overall goals. The following table outlines the recommended mechanisms for reaching the

various stakeholder groups. Once the SOW is finalized, Dewberry will submit a communication plan detailing the activities and will work closely with an AUD liaison to train and work hand in hand with on this program. Dewberry and AUD will evaluate the activities periodically. Performance metrics will include the level of involvement from AUD staff and whether or not the tasks are ready to be fully transitioned to AUD staff within one year. Dewberry will also conduct surveys quarterly throughout the year with teachers and the Roundtable members to gauge the effectiveness of the program. The results of the surveys will provide a feedback mechanism for continuous improvement of the outreach effort to meet the needs and objectives of the AUD, the Commissioners and the public.

Target Audience	Proposed Activity	Benefit
Stakeholder Organizations	Watershed Roundtable meetings	Continued collaboration among stakeholders
Customers	Quarterly Newsletter as Bill Insert <i>(similar to previous H2O in the Know newsletter)</i>	Communication of key projects to customers Education materials for customers on items such as water conservation/cost savings ideas
	Articles for 3 rd party newsletters	Ensure current information and same message is presented on website
	Rivers Alive stream clean-up	
	Provide project articles to utilize on website	
Schools	River Rangers Program	"It is just like wearing your seatbelts or recycling; we all do it, because our children came home from school and told us to. AUD has taken that lesson and applied it to protecting our environment." <i>AUD Assistant Director</i>
	Free online water posters	
	Enviroscape	
	Free online posters	
	Water Career Day	
	Augusta Water Photo contest	

Stakeholder Organizations

Dewberry will organize a committee that will serve as the Augusta Watershed Roundtable and will consist of up to 11 people including a representative from organizations such as: Augusta Clean and Beautiful, Adopt a Stream, Sierra Club, Riverkeepers, Southeastern Natural Science Academy, Augusta Utilities Department, Greater Augusta Homebuilder Association, Augusta Planning Commission, Augusta Public Works, Columbia County, Central Savannah River Area Regional Development Commission (CSRA RDC), Augusta Chamber of Commerce and the Neighborhood Alliance. We will organize and facilitate quarterly meetings with the Augusta Watershed Roundtable.

The purpose of the first meeting will be to introduce the members and provide a brief update of the various activities each group is conducting within Augusta. Dewberry will interview each Roundtable member to develop a list of potential coordination efforts among the groups. This list will be provided at the second meeting and will be the topic of discussion for the second meeting.

Additional agenda topics will be decided based on input from the Roundtable. In support of this, we will perform the following task:

- Send invitations to members 14 days before each meeting;
- Select and reserve an Augusta venue;

- Arrange for refreshments at each meeting;
- Select a focus topic for discussion. (Dewberry will arrange for a speaker or will facilitate a group discussion);
- Prepare and distribute copies of presentation to committee members at each meeting;
- Prepare and distribute meeting summaries within 10 days following the meetings; and
- Include AUD assigned staff in planning process so that they can manage the Roundtable after 1 year.

Customers

Utility Bill Newsletters

Dewberry will develop a quarterly newsletter to be inserted into the water/sewer billing. This newsletter will serve as an avenue to communicate with the customers on key projects or activities being conducted by AUD. It will be similar in size and layout to the four-page AUD *H2O in the Know* newsletter previously inserted into the utility bills. The articles will be developed based on interviews with AUD staff members and will be written primarily by Dewberry. Our goal will be to maintain and improve the confidence customers have in AUD. We will work closely with customer service regarding the requirements of the newsletter and the deadline for submission. The newsletter will be delivered electronically to AUD for insertion into the utility bill and distribution by AUD.

Dewberry will deliver the printed copies of the newsletter to AUD's third party billing company for inclusion in the water bill quarterly. Dewberry will also provide articles from the bill insert newsletter in an electronic format (such as a pdf or jpeg) for inclusion on the website.

Additional Articles

In addition, Dewberry will prepare and provide up to six articles for inclusion in newsletters produced by the following agencies: Neighborhood Alliance, Homebuilders Association, Sierra Club, Augusta Chronicle Sunday Home Section, and/or Riverkeepers. The purpose will be to convey messages about ongoing programs intended to protect the Augusta watershed.

Schools

Dewberry will partner with AUD to provide water education to Augusta's future by streamlining the process for classrooms, including providing teachers with website links, copies of materials needed and volunteers for their classrooms. Dewberry will also coordinate with the Board of Education to illustrate how the programs we identify will meet curriculum requirements. The intentions are that AUD will provide a staff member to participate on this task with Dewberry. After the 2011-2012 school year, we will assume AUD staff will take over this program. The program will be similar to that previously conducted by AUD and will include a targeted curriculum for the specific audiences:

Elementary Schools

- We will target 4th graders by presenting the award-winning "River Rangers" program, which focuses on identifying ways to both conserve water and decrease water pollution. Augusta has already purchased this program from CleanWater Services, a Utility in Oregon. We recommend AUD continue this program. Based on published research about the effectiveness of this program and the students' retention of the information learned, we believe this program is an effective tool for showing students how to reduce pollution and conserve water. Each River Rangers activity bundle will consist of 250 children activity packets plus a teacher's guide. The individual packets contain a booklet, badge and eight stickers. Augusta already owns the posters and a video explaining the program.

<http://www.cleanwaterservices.org/Residents/ToolsAndTips/RiverRangers.aspx>

- Dewberry will visit up to 15 elementary schools in the school district (approximately half of the total number of elementary schools). We will organize the presentations and train AUD staff to participate in the presentations. It is Dewberry's intent to transfer the program to AUD staff by the second year of the program. This will be done by partnering with AUD assigned staff throughout the 2010-2011 school year.

Middle Schools

- Augusta purchased an Enviroscope model in September 2001 and has demonstrated it to over 800 people. Dewberry will partner with Augusta to demonstrate the Enviroscope Model to middle schools. We will coordinate with the Augusta Richmond County Board of Education in obtaining contact names at the schools and will again provide written explanation as to how the Enviroscope lesson can fit into their curriculum. We have budgeted to present the Enviroscope Model up to 12 locations. We will organize the presentations and will train AUD staff to participate in the program. It is Dewberry's intent to transfer the program to AUD staff by the second year of the program.
- Augusta has made the Enviroscope available for teachers to borrow. The model has been borrowed by Phinizy Swamp, RDC, and EPD. We will create a postcard and mail it to up to 25 organizations/schools to indicate the benefit of the Enviroscope Model and how these organizations can borrow it from AUD.
- Dewberry will download puzzles and order free posters and brochures to distribute to the schools that we visit. We will reach out to the US Geological Survey, GA EPD (P2AD) and Environmental Protection Agency for identification of free materials. For example, free posters are available as part of the water resources education program developed through the USGS Water Resources Education initiative targeted at middle schools. A copy of any document distributed will be provided to AUD.
- We will identify a middle school or Boy Scout group to conduct a stream clean up during the Rivers Alive event. We will work with the state to deliver the free Rivers Alive t-shirts to the participants.

High Schools

- Dewberry will coordinate with the Davidson Fine Arts School and up to three other high school classes regarding a Clean Water and Streams in Augusta photo contest. The selection will be made prior to Clean Water Week, and we will solicit local vendors in order to award the study a gift certificate to a photography store or class. We will request the Mayor present the student with a plaque and gift certificate at an Augusta Richmond County Commission meeting. We will also frame the photo and provide copies to the Mayor, the student, their school and AUD.
- Dewberry will also coordinate a Water Career Day with all eight high schools in Augusta. We will work with AUD to solicit volunteers to discuss their water career path with classrooms. This program was a huge success for AUD in the past, and it will be a priority for Dewberry to again seek a variety of professionals and to have AUD employees heavily involved. Dewberry will arrange the events, coordinate the volunteers, and initiate the presentation at each school. Dewberry will also seek media coverage of the event.

Evaluation of Public Outreach Program

Dewberry and AUD will evaluate the community outreach activities at the end of the 12-month period. Performance metrics will include the level of involvement from AUD staff and whether or not the tasks are ready to be transitioned to AUD staff fully. Dewberry will also conduct surveys quarterly with teachers and the Roundtable members to gauge the effectiveness of the program. The results of the

surveys will provide a feedback mechanism for continuous improvement of the outreach effort to meet the needs and objectives of the AUD, the Commissioners and the public.

Deliverables

- Outreach transition plan;
- Approved list of Augusta Watershed Roundtable including contact information;
- Invitations / Agenda for each Roundtable meeting;
- Refreshments for each Roundtable meeting;
- Copies of each presentation of Roundtable meeting;
- Roundtable meeting summaries;
- Bill Insert provided to 3rd party billing company;
- Electronic copies of bill insert newsletter;
- Schedule for school presentations (coordination with AUD staff);
- Free puzzles, posters, brochures from internet;
- Photo Contest submittals from high school students; and
- Summary Memo evaluating programs.

Task 5: Enhance Fat Oil and Grease (FOG) Program

The primary goal of FOG program is to improve water quality by reducing the sanitary sewer overflows caused by fat oil and grease in the collection system. Below are the identified tasks for Phase 1.

Enhance Written Program

The objective of this program is to decrease the number of blockages in the sanitary sewer system due to oil and grease build-up reducing the number of SSOs thus improving water quality. AUD has a draft plan and draft ordinance developed. Dewberry proposes to partner with AUD to enhance the program and assist with the implementation plan by reviewing the draft written ordinance / plan and assisting in dividing the plan into two clear and defensible key documents:

- A simple local ordinance to specifically address the prevention of FOG releases to the sanitary sewer system. The purpose of the document will be to establish the clear legal authority to support the FOG program.
- A detailed written FOG management plan which will include details of how the program will be implemented and managed. The document will include guidelines for businesses, specifications, inspection and reporting requirements / templates and best management practices.

To ensure a comprehensive and effective program, Dewberry will bring lessons learned and best practices from the review of no less than five successful FOG programs throughout the nation.

Education and Inspection Plan

Dewberry to develop a step by step plan for the FOG program as it related to education and an efficient means of inspection procedures. The plan's intent is to provide:

- An efficient and effective method of providing education materials to customers;
- A targeted education effort;
- Training of staff related to inspection and dissemination of materials to customers;
- More efficient and effective procedures for collecting and utilizing inspection data;
- A method to improve routing and track frequency of inspections; and

- An effective way to correlate FOG inspection findings with locations of known sanitary sewer problem areas.

The following key items will be in the plan.

- **Education:** Dewberry will identify education materials targeting 1) commercial and 2) residential customers. The plan will include sample materials as well as recommendation on the methods of distributing those materials. The plan will identify means of training staff to address customer questions and ensure the customers understand the requirements.
- **Inspection:** Dewberry will provide recommendations to the existing inspection forms. In addition, we will outline the requirements related to the hardware / software needs in order to 1) implement a mobile field application for the inspections and 2) optimize inspection routing. The plan will identify how the inspection forms would be entered directly into the handheld devices in the field, how that data would be compatible with other AUD systems (GIS, GBA and known sanitary sewer overflows.) Correlating the inspection data with known problem areas will assist in better identifying where FOG is an issue allowing AUD to focus on those areas.

Deliverables

- Suggested revisions to local ordinance;
- Suggested revisions to FOG Management Plan;
- Suggested revisions to Inspection Form; and
- Education and Inspection Plan.

BUDGET: Phase 1

Watershed / Sourcewater Protection Plans

Budget

TASK	LABOR
1-Project Management	\$17,190
2-Assess Status of Strategies	\$10,080
3-Evaluate / Update Plans	\$32,610
4-Public Outreach	\$67,080
5-FOG Program	\$31,560
Subtotal	\$158,510
ODCs	\$10,960
Printing of Water in the Know newsletter	\$45,000
Total	\$214,470

SCHEDULE: Phase 1

Watershed / Sourcewater Protection Plans

Dewberry remains flexible on our schedule to ensure the items most critical to AUD are prioritized. It is understood the FOG program will start immediately upon NTP.

Task	8/11	9/11	10/11	11/11	12/11	1/12	2/12	3/12	4/12	5/12	6/12	7/12
PM												
Kick-off Meeting												
Monthly invoice												
Close-Out												
Assess Strategies												
Watershed Protection												
Update Program												
Watershed												
Source Water Protection												
Outreach												
Watershed Roundtable												
Newsletters												
School Program												
Evaluation of Program												
Fat Oil and Grease Program												
Enhance Written Program												
Education & Inspection Plan												
FOG Disposal Strategies												

PRELIMINARY SOW: Phase 2

The following tasks are anticipated for Phase 2. Phase 2 work has not been priced or completed scoped. In order to initiate Phase 2 work, Dewberry must submit a proposal to AUD and upon approval of scope and budget, receive written authorization from AUD to proceed.

Task 1: Project Management

No additional Task 1 items have been identified for Phase 2.

Task 2: Assess Status of Protection Plan Implementation Strategies

No additional Task 2 items will be required for Phase 2.

Task 3: Evaluate / Update Existing Program

Watershed Protection

Based on the assessment of the implementation strategies and the meeting with EPD, Dewberry will update the existing protection plan to comply with regulatory requirements and to meet AUD's overall needs. After the meeting with EPD in Phase 1, we will develop a budget to cover the modeling and monitoring required. It is assumed Dewberry will be provided all existing modeling files and all monitoring data. It is also assumed the existing model is adequate and updating of the model is a minimal effort.

Deliverables

- Updated Watershed Protection Plan.

Task 4: Redevelop Communication Outreach and Educational Programs

No additional Task 4 items have been identified for Phase 2.

Task 5: Enhance Fat Oil and Grease (FOG) Program

Implementation of Education and Inspection Plan

Phase 2 will include the implementation of the plan. The following items have been identified for this phase. However, these items will be refined during Phase 1.

- **Education:** Dewberry will assist with the dissemination of the education materials. Dewberry will also provide training and 1 page summary sheets for addressing customer questions as well as helping customer understand what is required of them related to FOG.
- **Inspection:** The purpose of this task is to optimize field data. Dewberry will develop the program and train AUD staff to perform the field inspections with hand held devices. In addition, Dewberry will ensure the schedules of the inspections are optimized.

FOG Disposal Strategies

Dewberry will prepare a summary memo outlining collection options and alternative uses for grease including recycling it or utilizing it as a source for bio-diesel or in co-digestion to enhance methane production. This memo will be based on best practices gathered from the review of up to 5 other major utility FOG disposal programs.

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 #11-059
Watershed Assessment/Source Water Assessment Plan
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
AECOM 1360 Peachtree Street, NE Ste 500 Atlanta GA 30309	YES	YES	YES	YES	YES
Dewberry 2835 Brandywine Road Ste 100 Atlanta GA 30341	YES	YES	YES	YES	YES
Jacobs Engineering Group 6801 Governors Lake Pkwy Bldg 200 Norcross GA 30071	YES	YES	YES	YES	YES
Mactec 3200 Town Point Drive Suite 100 Kennesaw GA 30144	YES	YES	YES	YES	YES
Stevenson & Palmer 723 Industrial Park Drive, Suite 2 Evans GA 30809	YES	YES	YES	YES	YES
Brown & Caldwell 990 Hammond Drive Ste 400 Atlanta GA 30328	SUBMITTED NO BID RESPONSE				
Heery International 999 Peachtree Street NE Suite 300 Atlanta Ga 30309	SUBMITTED NO BID RESPONSE				
Parsons Brinckerhoff 3340 Peachtree Road, NE Ste 2400 Tower Place 100 Atlanta GA 30326	SUBMITTED NO BID RESPONSE				

Cumulative Evaluation Sheet - RFQ Item #11-059
Watershed Assessment/Source Water Assessment Plan
for the City of Augusta - Utilities Department

Evaluation Criteria	PTS	AECOM 1360 Peachtree Street, NE Ste 500 Atlanta GA 30309	Dewberry 2835 Brandywine Road Ste 100 Atlanta GA 30341	Jacobs Engineering Group 6801 Governors Lake PkwY Bldg 200 Norcross GA 30071	Mactec 3200 Town Point Drive Suite 100 Kennesaw GA 30144	Stevenson & Palmer 723 Industrial Park Drive, Suite 2 Evans GA 30809
1. Firms experience and performance on projects of similar size and scope	25	19.7	23.7	21.3	18.3	18.7
2. Firms Quality Control, Quality Assurance and Project Tracking	20	17.0	17.0	18.7	17.0	18.7
3. Project Approach and Understanding	25	21.3	22.7	20.7	18.3	17.0
4. Qualifications, experience, references and availability of Key Staff	25	20.0	22.0	20.0	20.0	18.7
5. Proximity to Area	5	3.0	3.0	3.0	3.0	3.3
Total	100	81.0	88.3	83.7	76.7	76.3
Shortlisted		3	1	2		
Presentation		2	1	3		



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: March 31, 2011

**Re: RFQ #11-059 Watershed Assessment/Source Water Assessment Plan
Selection Committee Recommendation**

The Selection Committee for the Watershed Assessment/Source Water Assessment Plan (RFQ #11-059) met on the morning of March 30, 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. Dewberry & Davis Inc.
2. AECOM
3. Jacobs Engineering Group Inc.

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.

31 MAR '11 PM 4:17

FYI: Process Regarding Request for Proposals and Request for Qualifications

§ 1-10-43

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

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

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

(Ord. No. 6939, § 16, 1-2-07)

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

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

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

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

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

Sec. 1-10-45. Sealed proposals.

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

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

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

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

T1:146

FYI: Process Regarding Request for Proposals
and Request for Qualifications

GENERAL GOVERNMENT

§ 1-10-46

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

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

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

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

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

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

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

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

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

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

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

T1:147

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

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Planholders List

Member Name City of Augusta, GA (Augusta Commission)

Bid Number RFQ-11-059-0-2011/PJM

Bid Name Watershed Assessment/Source Water Assessment Plan

3 Document(s) found for this bid

26 Planholder(s) found.

[Add Planholder](#)

Supplier Name 	Phone	Fax	Doc Count	Attributes	Programs	Actions
AECOM Master Demandstar Log in	2132481144	2132481144	2			Documents
Applied Technology & Management Inc	3864186415	3860000000	1			Documents
Atlantic Energy and Engineering	7706838026	7706227829	1			Documents
C.H. Guernsey & Company	4054168100	4054168114	3			Documents
CDM (Camp Dresser & McKee, Inc.)	9197875620	9197815730	3			Documents
Constantine Engineering	8502445800	8502445800	3			Documents
Construction Journal, Ltd.	8007855165	8005817204	2			Documents
ENTRIX Inc - Southeast	8136644500	8136640440	3			Documents
Gannett Fleming	7068551085	7068555183	1			Documents
GEC Inc.	2256124122	2256123016	3			Documents

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Planholders List

Member Name City of Augusta, GA (Augusta Commission)

Bid Number RFQ-11-059-0-2011/PJM

Bid Name Watershed Assessment/Source Water Assessment Plan

3 Document(s) found for this bid

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Supplier Name ▲	Phone	Fax	Doc Count	Attributes	Programs	Actions
Kimley-Horn	9196772000	9196772050	3			Documents
Leggette, Brashears & Graham, Inc.	8139685882	8139689244	3			Documents
Malcolm Pirnie	9146412866	9146412866	3			Documents
Michael Baker Corporation	8005531153	7574630503	3			Documents
Moffatt & Nichol	9197814626	9197814869	3			Documents
Moreland Altobelli Associates, Inc.	7702635945	7702630166	3			Documents
O'Brien & Gere	7707811700	7702059604	3			Documents
Onvia, Inc. - Content Department	2063739500	8882637801	2			Documents
PB	8132895300	8132894405	3			Documents
PSI	6784246200	7704250520	1			Documents

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Planholders List

Member Name City of Augusta, GA (Augusta Commission)

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26 Planholder(s) found.

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Supplier Name ▲	Phone	Fax	Doc Count	Attributes	Programs	Actions
Qk4	5025852222	5025810406	3			Documents
Reynolds, Smith and Hills, Inc. atttention: Sue Skinner	9042562500	9042562501	3			Documents
SDII Global Corporation	8134969634	8134969664	2			Documents
URS Corporation - Transportation	6788088800	6788088400	3			Documents
Wachs Water Services	2243572617	8474152196	3			Documents
Woolpert Inc	7045256284	7045258529	3			Documents

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Bidders List

Bid Item # 11-059 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	12/10/10		SP	U.S. Mail
2		770-777-9545 Fax				
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						
7	AECOM ATTN TONY JOHNSON 1360 PEACHTREE ST NE STE 500 ATLANTA GA 30309	Remailed	12/14/10		SP	U.S. Mail
8		(Returned Mail)				
9	BLACK & VEATCH 50 HURT PLAZA, SUITE 1150 ATLANTA, GA 30303	Remailed	12/14/10		SP	U.S. Mail
10		Updated				
11						
12	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
13						
14						
15						
16						

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

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

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 TECHNOLOGIES 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, LASCHNER & 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

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 #11-059
Watershed Assessment/Source
Water Assessment Plan
For Utilities Department
RFQ Due: Wed 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

*Remailed
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

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