



ENGINEERING SERVICES COMMITTEE MEETING AGENDA

Commission Chamber

Tuesday, October 31, 2023

1:20 PM

ENGINEERING SERVICES

- 1.** Presentation by Minister Dante Darrius Barley regarding road conditions on 15th Street, trees that need trimming on Martin Luther King Blvd. and house demolition across from Mt. Moriah and 9th Avenue.
- 2.** Approve additional funds for contract with Blair Construction, Inc. to perform asphalt patch repair, concrete curb and sidewalk replacement for the Utilities Department. 22AUA122
- 3.** Approve and Authorize Third Renewal of the Solid Waste & Recycling Frontload Services Agreement with Coastal Waste and Recycling of Georgia, Inc. (f/k/a Orion Waste f/k/a Inland Waste Solutions, LLC). Requested by Engineering. Bid 13-196
- 4.** Approve supplemental funding for additional services by Cavanaugh & Associates, P.A. for the Utilities Department's Water Loss Program.
- 5.** Approve additional fees in the amount of \$250,000 to ISM Engineering for engineering services supporting the fiber, rainfall, and on-call engineering. 19UTI792
- 6.** Approve additional fees in the amount of \$89,000 to Ardurra Engineering for engineering services to evaluate the JB Messerly Wastewater Treatment Plant. P433665
- 7.** Approve additional fees in the amount of \$10,000 to Particle Industries to cover additional fees incurred for antennas. 21AUA183
- 8.** AUD and AED have been coordinating on research partially funded by EPD through the Seed Grant program. We have reached the end of a major experiment and are requesting a 6 month time extension to analyze the data collected. EPD has provided a contract amendment reflecting the time extension. There is no cost associated with the extension
- 9.** Motion to approve the minutes of the Engineering Services Committee held on October 10, 2023.



Engineering Services Committee

October 31, 2023

Minister Dante Darrius Barley

Department:	N/A
Presenter:	N/A
Caption:	Presentation by Minister Dante Darrius Barley regarding road conditions on 15 th Street, trees that need trimming on Martin Luther King Blvd. and house demolition across from Mt. Moriah and 9 th Avenue.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

AGENDA ITEM REQUEST FORM

Commission meetings: First and third Tuesdays of each month – 2:00 p.m.
 Committee meetings: Second and last Tuesdays of each month – 1:00 p.m.

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

<input checked="" type="checkbox"/>	Commission	Date of Meeting	_____
<input type="checkbox"/>	Public Safety Committee	Date of Meeting	_____
<input type="checkbox"/>	Public Services Committee	Date of Meeting	_____
<input type="checkbox"/>	Administrative Services Committee	Date of Meeting	_____
<input checked="" type="checkbox"/>	Engineering Services Committee	Date of Meeting	10-31-23
<input type="checkbox"/>	Finance Committee	Date of Meeting	_____

Contact Information for Individual/Presenter Making the Request:

Name: Minister Dante Darrin Barley
 Address: 1814 Fayetteville DR Apt E3
 Telephone Number: 706-394-4290
 Fax Number: _____
 E-Mail Address: _____

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

Road Condition on 15th Street it is blocked and not safe we can't get to church on 15th st that is a main Highway and trees on Martin Luther King Blvd needs to be cut back and across from the market and 9th ave the double tent house needs to be torn down and also all vacant lots needs

Please send this request form to the following address:

Ms. Lena J. Bonner
 Clerk of Commission
 Suite 220 Municipal Building
 535 Telfair Street
 Augusta, GA 30901

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

Requests may be faxed, e-mailed or delivered in person and must be received in the Clerk's Office no later than 9:00 a.m. on the Thursday preceding the Commission and Committee meetings of the following week. A five-minute time limit will be allowed for presentations.



Engineering Services Committee Meeting

Meeting Date: 10/31/2023

Funds for Asphalt Patch Repair, Concrete Curb and Sidewalk Replacement Contract

Department:	Utilities
Presenter:	Wes Byne, Director
Caption:	Approve additional funds for contract with Blair Construction, Inc. to perform asphalt patch repair, concrete curb and sidewalk replacement for the Utilities Department.
Background:	These services were contracted through Bid 22-178 and awarded to Blair Construction, Inc. Augusta Utilities Department (AUD) uses these services when repair of underground assets requires removal of asphalt or concrete. By utilizing an on-call contractor, the time is reduced that a road cut or sidewalk cut remains unrestored. Expedient repairs to the roadway and sidewalk limits the potentially negative impact on our customers and community. Funding for this year's contract is running out with \$26,605.71 remaining.
Analysis:	Blair Construction has performed well and it would be very beneficial to AUD's operations to continue to fund this contract. Based upon the services use rate thus far, AUD requests approval of \$135,000.00 to fund the remaining months of this year's contract, as well as use the funds toward a contract extension if the extension option is exercised by AUD in accordance with the approved contract.
Financial Impact:	\$135,000.00
Alternatives:	No alternatives are recommended.
Recommendation:	Recommend approval of additional funding in the amount of \$135,000.00 for Utilities Department to continue these contracted services with Blair Construction, Inc.

Funds are available in the following accounts: Funds are available in account: 506043410/5311920

REVIEWED AND
APPROVED BY:

PURCHASE ORDER

AUGUSTA, GEORGIA

SUITE 605, PROCUREMENT DEPARTMENT
535 TELFAIR STREET, MUNICIPAL BUILDING 1000
AUGUSTA, GEORGIA 30901-2377
PHONE: (706) 821-2422

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Item 2.

PURCHASE ORDER NO.
22AUA122

DATE 08/30/22	DEPARTMENT 043410	VENDOR PHONE # 868-1950	REQUISITION/QUOTE NO. R365441
VENDOR # 2652	E-VERIFY # 224004	EMAIL	PURCHASE ORDER NUMBER ABOVE MUST APPEAR ON ALL INVOICES, SHIPPING PAPERS, AND PACKAGES.

VENDOR BLAIR CONSTRUCTION CO P O BOX 770 EVANS, GA 30809	ATTN: BID NUMBER: 22-178 CONTRACT #: 22AUA122 BUYER: NANCY
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SHIP TO: AUGUSTA UTILITIES ADMIN 452 WALKER STREET SUITE 200 AUGUSTA, GA 30901	BILL TO: AUGUSTA, GEORGIA ACCOUNTING DEPARTMENT, SUITE 800 535 TELFAIR STREET, MUNICIPAL BUILDING 1000 AUGUSTA, GA 30901-2379 (706) 821-2335 ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING DESTINATION.
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ITEM #	QUANTITY	UNIT	PRODUCT ID	DESCRIPTION	UNIT PRICE	AMOUNT
0001	1	EACH		ASPHALT PATCH REPAIR, CONCRETE CURB AND SIDEWALK REPLACEMENT APPROVED BY COMMISSION 7/19/22, ITEM #20 506-04-3410/53-11920	231,900.00	231,900.00

CONDITIONS - READ CAREFULLY

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

Sent by:

SEP 01 2022

Tess Thompson

REQUISITIONER

NET TOTAL.....

231,900.00

APPROVED FOR ISSUE

G.A. Sams

PROCUREMENT DIRECTOR

6



Commission Meeting

Meeting Date: November 7, 2023

Augusta Solid Waste & Recycling Collection Frontload Services Contract

Third Renewal - BID # 13-196

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve and Authorize Third Renewal of the Solid Waste & Recycling Frontload Services Agreement with Coastal Waste and Recycling of Georgia, Inc. (f/k/a Orion Waste f/k/a Inland Waste Solutions, LLC). Requested by Engineering. Bid 13-196
Background:	The Environmental Services provides front-load dumpster services to Augusta-owned facilities such as recreation centers, administrative offices, Fire Department locations, and the Richmond County Sheriff's Office locations; Housing Authority complexes, and some residential locations where traditional household cans would not be practicable. The Housing Authority is provided services based upon a Cooperation Agreement that is dated November 26, 1949. This Agreement states that the City shall provide without cost or charge, other than Payments in Lieu of Tax, for public services, including garbage, trash and ash collection and disposal. Further, there are some townhome/condominium complexes which are in locations which simply do not have room for each customer to have a household and a recycle container. The customers pay solid waste fees, but their services are provided in the form of a front-load container instead of roll-cart.
Analysis:	The original term of the Front-Load Services Agreement was from 2014 to 2019 and the first two (2) two-year renewals were approved. The requested Third Renewal Term would extend the Front-Load Services Agreement another two years through 2025. At this time there are approximately 143 front-load containers that ESD is providing and servicing multiple times per week via the contractor.
Financial Impact:	The current monthly cost of the front-load service is approximately \$36,000. This amount fluctuates as buildings and departments alter, cancel, or add service. Adequate funds are available from 542-04-4110/52.22110
Alternatives:	No alternate proposed

Recommendation: Approve and Authorize Third Renewal of the Solid Waste & Recycling Frontload Services Agreement with Coastal Waste and Recycling of Georgia, Inc. (f/k/a Orion Waste f/k/a Inland Waste Solutions, LLC). Requested by Engineering. Bid 13-196

Funds are available in the following accounts: **542-04-4110/52.22110** - Environmental Services Garbage Collections fund

REVIEWED AND
APPROVED BY: HM/sr

**THIRD AMENDMENT TO AUGUSTA, GEORGIA
FRONTLOAD SERVICES AGREEMENT**

THIS THIRD AMENDMENT to the Augusta, Georgia Frontload Services Agreement (the "Agreement"), by and between Augusta, Georgia and Coastal Waste and Recycling of Georgia, Inc. (hereinafter collectively referred to as the "Parties"), is made and entered into this _____ day of _____, 2023.

WHEREAS, the Parties agree to the following terms and conditions and expressly agree that if any of the following terms and conditions conflict with any of the terms and conditions of the Agreement, then, notwithstanding any term in the Agreement, the following terms and conditions govern and control the rights and obligations of the parties.

NOW, THEREFORE, in consideration of the Parties agreeing to amend their obligations in the existing Agreement, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, both Parties agree to amend the Agreement as follows:

1. Section 2.1 Performance Commencement is hereby amended to add the following as the last sentence of Section 2.1:

The Parties are exercising the Third Renewal Term of January 1, 2024 to December 31, 2025 in the manner as provided in this Section 2.1 of the Augusta, Georgia Frontload Services Agreement.

2. All other terms of the Augusta, Georgia Frontload Services Agreement shall remain in full force and effect.

3. This Agreement Amendment is not effective until fully executed by all Parties.

[THIS SECTION INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have executed this Agreement under seal as of the date first written above.

AUGUSTA, GEORGIA

Date:


Garnett L. Johnson, Mayor

Attest:

Lena J. Bonner, Clerk of Commission

Date: 10/16/23

COASTAL WASTE AND RECYCLING OF
GEORGIA, INC.



As its: Vice President

AUGUSTA, GEORGIA FRONTLOAD SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") is effective as of the 21 day of January, 2014 (the "Effective Date"), with the first day of service being May 1, 2014 (the "Starting Date") by and between Augusta, Georgia, a political subdivision of the state of Georgia (hereinafter referred to as the "Augusta"), and **Inland Waste Solutions, LLC** an Delaware corporation doing business as **Inland Waste Solutions, LLC** (hereinafter referred to as "Contractor").

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

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

WHEREAS, Augusta desires the Contractor to provide frontload services; and

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

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

WHEREAS, the Contractor agrees to purchase CNG from Augusta, if CNG assets are utilized; and

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

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

SECTION 1 - DEFINITIONS

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

Augusta means Augusta, Georgia, or its authorized agent(s).

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

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

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

Customer means the recipient of frontload services within Augusta, provided through this Contract.

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

Designated Disposal Facility means a facility to which Waste collected under the Contract must be delivered.

Designated Recycling Facility means a materials recovery facility or transfer station selected by Augusta for delivery of Recycling collected under this Contract.

Hazardous Waste means waste, in any amount, which is defined, characterized, or designated as hazardous by the United States Environmental Protection Agency or appropriate State agency by or pursuant to federal or state law, or waste, in any amount, which is regulated under federal or state law; as well as all waste defined as "Hazardous Waste" in this Agreement.

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

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

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

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

Waste means items discarded by the Customer, and placed for collection by the Contractor, which are not intended to be recycled and are not considered Hazardous Waste

SECTION 2 - CONTRACT TERM AND COMMENCEMENT

2.1 Performance Commencement

The term of this Agreement shall commence on May 1, 2014, and terminate on December 31, 2019 (the "Initial Term") unless this Agreement is terminated earlier by Augusta as herein provided. This Agreement may be renewed for two (2) or more successive two (2) year terms (the "Renewal Terms") upon mutual agreement of the parties at the rates herein (as may be adjusted as provided herein) no less than sixty (60) days prior to the expiration of the Initial Term or the then current Renewal Term.

2.2 Transition prior to Commencement Date of this Contract

Contractor understands and agrees that the time between the formal Contract signing and May 1, 2014, is intended to provide the Contractor with sufficient time to, among other things, order equipment, prepare necessary routing, and prepare to start services. Contractor shall be

responsible for the provision of all services beginning May 1, 2014. Accordingly, Contractor shall provide services as set forth in this Contract no later than May 1, 2014.

2.3 Transition upon Expiration of this Contract

2.3.1 Continuation of Contractor's Service

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

2.3.2 Schedule for Termination of Contractor's Service

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

SECTION 3 - GENERAL SERVICE REQUIREMENTS

3.1 Scope of Service

Commencing on the Starting Date, the Contractor shall provide frontload waste and recycling services to locations identified by Augusta, in accordance with the requirements of this Agreement at a container size and frequency requested by Augusta. Contractor's services shall include furnishing all labor, equipment, tools, fuel, material, insurance, supervision, and all other items incidental to performing frontload waste and recycling services.

3.2 Waste and Recycling Services

The Contractor shall provide both waste and/or recycling services as requested by Augusta. The Contractor shall provide a Container and services at locations identified by Augusta. The Contractor shall service the Container at a frequency as specified by Augusta.

3.3 Waste and Recycling services Independent

Services are independent from each other, meaning some locations may have waste only, others recycling only, while others may have both services.

3.4 Service Around Containers

The Contractor shall collect any spilled, residual or other waste in close proximity to the Container. The Contractor shall leave the area neat and clean or waste and recyclables.

3.5 Extra Waste

Any extra waste found, which would be considered an extra charge, shall be photographed and e-mailed to Augusta along with the physical address of the issue.

3.6 Corrals/Enclosures

The contractor is expected to open gates and doors to service containers within a corral. Once service has been completed, the Contractor shall place container back within the corral/enclosure and close all gates and doors.

3.7 Locks

If the dumpster is locked, the Contractor shall service the Container and re-lock the Container upon the completion of services.

3.8 Route Audit

Between the Effective Date and the Starting Date, the Contractor shall provide a waste audit of all locations proposed to have services under this Agreement. The audit at a minimum shall identify;

- a. If the current service list is accurate and inclusive.
- b. Ways to reduce the number of service days, in an effort to reduce cost.
- c. Ways to reduce the number of container yards, in an effort to reduce cost.
- d. Locations where recycling containers could be placed in an effort to reduce waste and cost.
- e. Safety concerns related to frontload services.

Prior to ordering or placing containers, the Contractor shall meet with Augusta to discuss its findings and alter services provided by the Contractor.

3.8.1 Continuous review

The Contractor, while servicing, shall continuously review the volume of waste and recycling in the containers. The Contractor shall routinely propose service levels which may improve the service level, or reduce the cost to Augusta based on the number of collections, the size of the container as well as increased recycling efforts.

3.8.2 Augusta Route Audits

Augusta shall have the right to be a passenger in the collection vehicles for the purposes of auditing routes and services.

3.9 Materials to be Collected

The Contractor shall provide collection of Waste and Recycling placed for collection in accordance with the Collection Schedule, and as further described in this document.

3.9.1 Mixing

The Contractor shall not mix Recycling with any other material which is not recyclable by Augusta's recycling program.

3.9.2 Damages

If the Contractor collects Waste in the same load as Recycling, or collects Recycling in the same load as Waste or otherwise contaminates the Recycling, the Contractor shall be assessed Damages in the amount of one thousand dollars (\$1,000) per incident and Augusta may declare it an event of default.

3.10 Collection Service Frequency

The Contractor shall collect Waste and Recycling at a frequency requested by Augusta. Augusta may amend the frequency of any location at its sole discretion.

3.11 Collection Days

Collection days will be coordinated with Augusta to minimize the impact to the Customers.

3.12 Hours of Collection

Generally, hours of service will be established by the Contractor. However, in residential areas, services shall not commence prior to 7:00 a.m. and shall be completed prior to 7:00 p.m. There

will be facilities which may not be accessible at all hours, and the Contractor shall make arrangements to provide services which accommodate Augusta.

3.13 Holiday Collection

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

3.14 Review of Damages Assessed

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

3.15 Collection Impediments

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

3.15.1 Adverse Weather

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

3.15.2 Infrastructure Construction

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

3.15.3 Materials Blocking the Street or Alley

When materials of any kind are placed in the street or alley in such a way that the collection vehicle cannot proceed down the street or alley, the Contractor shall

immediately notify Augusta. Augusta will attempt to locate the individual responsible for the material and have them remove it. However, if the responsible party cannot be located immediately and Augusta determines that the amount of material is too large for the Contractor to move or to collect, Augusta will remove the material blocking the street or alley and the Contractor shall provide collection service as scheduled at no extra charge to Augusta. If Augusta determines that the Contractor should collect the material, the Contractor shall remove the material and provide collection service as scheduled at no extra charge to Augusta.

3.15.4 Illegally Parked Vehicles

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

SECTION 4 - CONTAINERS

4.1 Provision & Maintenance of Front-Load Containers and Recycling Containers

A Container shall be a metal receptacle used to accumulate and store Waste and Recycling for Customers under this agreement, until the Contractor can collect the materials and remove them from the Customer.

4.1.1 Front-Load Container minimum specifications

All containers shall meet the following specifications for use under this Agreement.

- a. Container bodies shall be constructed of metal.
- b. Container must be water tight.
- c. Container lids shall be constructed of plastic.
- d. Container lids shall facilitate water run-off.
- e. Containers for Waste shall all be painted a uniform color with uniform graphics.
- f. Containers for Recycling shall be uniquely marked to identify they are for recycling only as well as being a uniform color with a uniform graphic.
- g. With the exception of 2 yard containers, all others shall be slope front type, to allow for easy filling.
- h. Dock type containers (if requested by Augusta) shall have an operational side door.
- i. Contractor shall make locking mechanisms available to Augusta upon request, to prevent unauthorized use.
- j. Sizes of the containers shall be 2, 4, 6, and 8 yard.
- k. Contractor shall make casters available to Augusta upon request, for 2 yard containers. Casters shall be serviced and maintained to roll smoothly.

4.1.2 Carts

Augusta may choose to utilize 96-gallon carts for collection of Waste and Recycling at some locations. Such locations will be provided in writing to the Contractor. The carts will be provided and maintained by Augusta.

4.1.3 Container repairs

When a container is required to have service, a replacement dumpster shall be exchanged for the one needing repairs. When it is identified that a Container needs repairs, the

Contractor shall have 48 hours to remove and replace the Container, unless it is a safety concern and then the container shall be removed and replaced immediately. Examples of times when repairs are needed are;

- a. Container or its contents has caught on fire.
- b. Container is no longer water tight.
- c. Container lids do not function as designed, or allow water into the container.
- d. Casters, if requested do not freely roll.
- e. Locking mechanism, if requested, does not operate properly
- f. Others as requested by Augusta

SECTION 5 – EQUIPMENT/FACILITIES

5.1 Collection Vehicles

The Contractor shall provide and maintain during the Contract a fleet of collection vehicles sufficient in number and capacity to perform the services described in this Agreement. All vehicles shall be appropriately licensed with the State of Georgia in Richmond County and comply with all applicable federal, state, and local laws and regulations. All collection vehicles shall have on-board computer technology from AMCS Group that is compatible with Elemos.

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

5.1.1 Vehicle Specifications

- a. All collection vehicles shall have enclosed bodies.
- b. The Contractor may use new or used equipment so long as the equipment is capable of performing the required services in accordance with this Agreement. In no event shall a vehicle operating under this Agreement exceed a maximum age of ten (10) years.
- c. The noise level for collection vehicles during the stationary compaction process shall not exceed seventy-five (75) decibels at a distance of twenty-five (25) feet from the collection vehicle and at an elevation of five (5) feet from the ground elevation of such vehicle.
- d. Prior to the Starting Date and then quarterly thereafter, the Contractor shall supply Augusta with a list of all equipment to be used in providing services and shall notify Augusta of additions or deletions as they occur.
- e. The Contractor shall be responsible for arranging for tare weights with the Designated Disposal Facility and the Designated Recycling Facility for all collection vehicles prior to the Starting Date, and shall periodically, upon request from Augusta, arrange for updating tare weights.
- f. All collections vehicles used to perform functions under this Contract shall be equipped with the following in complete and sound working order:

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

5.2 Collection Vehicle Cleaning

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

5.3 Emergency Unloading

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

5.4 Damages

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

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

5.5 Vehicle Leaks & Spills

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

5.5.1 Removal from Service/Spill Cleanup

The Contractor's vehicles shall be repaired or removed from service immediately if any spill or leak is a result of a mechanical problem, or poor seal(s). The Contractor shall be responsible for applying absorbent materials, clean up, and disposal in a manner which complies with all federal, state, and local laws and regulations, of all oil spills, hydraulic fluid or other leaks or spills associated with its provision of services. In the event of a spill or leak, the Contractor shall immediately notify Augusta and shall send a representative to the location of the incident. If the spill or leak is in a street location and/or is a public safety hazard, the Contractor shall also immediately request traffic control and any other required public safety personnel. Augusta and the Contractor will evaluate the spill or leak to determine proper handling. Augusta must approve the Contractor's recommended clean-up plan, which may require steam cleaning. The clean up must commence as soon as possible but no later than two (2) hours following the spill or leak. After application of absorbent materials is complete, the Contractor is responsible for removal of the absorbent material and/or cleaning of the street, if necessary. The

Contractor shall notify Augusta when the cleanup is completed so that a follow-up inspection can be conducted to ensure that the cleanup has been completed to the satisfaction of Augusta. Any fluids associated with the spill or the cleanup shall be recovered for proper disposal and shall **NOT** be released into the storm water system.

5.5.2 Damages

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

- a. In the event that Contractor does not clean up any spill or leak within the time specified above, the Contractor shall be subject to Damages in the amount of one thousand five hundred dollars (\$1,500) for each such occurrence. The Contractor shall endeavor to prevent such occurrences by whatever means possible.
- b. If the Contractor fails to initiate proactive measures necessary to reduce the frequency and severity of vehicle leaks or spills the Contractor shall, in addition to the Damages described above, be subject to the following Damages:
 - (i) One thousand dollars (\$1,000.00) for each leak or spill during any one- (1) month period in which there were three (3) or more leaks or spills;

5.6 Vehicle Identification and Presentation

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

5.7 Facilities

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

SECTION 6 - DISPOSAL SITES

6.1 Ownership of Solid Waste Materials

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

6.2 Designated Disposal and Recycling Facilities

The Contractor shall be responsible for abiding by all rules and policies pertaining to the delivery of Waste as directed by the Designated Disposal Facility, and delivery of Recycling as directed by the Designated Recycling Facility. A copy of the current policies and procedures for the Designated Disposal Facility and Designated Recycling Facility will be provided to the Contractor by Augusta, and are subject to modification from time to time.

6.2.1 Designated Disposal Facility

All Waste shall be delivered to the Deans Bridge Road Landfill, located at 4330 Deans Bridge Road, Blythe, Georgia 30805.

The disposal cost for all Waste delivered to the Designated Disposal Facility shall be paid by the Contractor.

6.2.2 Designated Recycling Facility

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

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

6.2.3 Damages

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

6.3 Additional Non-Contract Waste

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

SECTION 7 - CUSTOMER SERVICE**7.1 Requests for Service**

Augusta's Customer Care Center is responsible for receiving Customer inquiries, Requests for Service, and complaints related to service in the Service Area. Upon receipt of a call requiring follow-up by the Contractor, the Customer Care Center will prepare a Request for Service form and send such forms electronically to both the Contractor and the Environmental Services Department representative responsible for monitoring the Contractor's services under this Contract. The Contractor shall provide a computer system that is in compliance with Section 7.2 below. In the event that the Contractor receives any telephone calls from Customers, other than in response to follow-up property damage calls as described in Section 8.3, the Contractor shall refer such calls to Augusta.

7.1.1 Receipt of Requests for Service

Once a Request for Service has been sent by Augusta, it shall be considered as received by the Contractor, therefore the Contractor shall ensure that its system for receipt of Requests for Service is operational at all times and monitored, at a minimum, at all times during the office hours set forth in Section 8.1 and any other time as necessary for the Contractor to comply with the requirements of this Agreement.

7.1.2 Completion of Service Request

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

7.2 Computer Hardware and Software Requirements

The Contractor shall provide network access with sufficient bandwidth and speed to transfer data in a timely manner between the Customer Care Center and the Contractor's operation center in a manner acceptable to Augusta. The Contractor's computer system shall be capable of running in a Windows environment and at an appropriate version of Windows to be compatible with Augusta's software. The Contractor must have the Microsoft suite of products which minimally includes Word, Excel, and Outlook. The Contractor shall use Eremos for Customer Service applications.

SECTION 8 - PERSONNEL AND SAFETY

8.1 Contact with Contractor

8.1.1 Contractor Facility

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

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

8.1.2 District Manager

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

8.1.3 Office Hours and Contact Personnel

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

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

8.1.4 Augusta Contact Persons

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

8.1.5 Communication Devices

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

8.2 Employees: Character of Workers

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

8.2.1 Drug-Free Work Place

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

8.2.2 Uniforms

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

8.2.3 Driver Credentials

Employees driving the Contractor's vehicles shall at all times possess and carry a valid Commercial Driver's License issued by the State of Georgia or South Carolina for the class appropriate to the weight of the vehicle being driven. Augusta reserves the right to require the Contractor to provide proof of compliance with federal laws regarding Commercial Driver's Licenses, specifically information regarding drug testing.

8.2.4 Contract Employees

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

8.2.5 Removal of Contractor Employee

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

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

8.3 Property Damage/Accidents

8.3.1 Property Damage

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

- a. Immediately notify Augusta Customer Care Center and Environmental Services

Department by telephone, email, or documentation in Elemos.

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

8.3.2 Claims Resolution

The Contractor shall use its best efforts to promptly and expeditiously resolve claims. In the event that the Contractor denies responsibility for damages and the Customer pursues a remedy, Augusta may investigate. If Augusta believes that the Contractor is responsible and the Contractor continues to deny responsibility, Augusta may pursue, and the Contractor shall be obligated to the dispute settlement procedures as described in Section 19.15.

8.3.3 Damages

If the Contractor does not provide resolution of property damage, the Contractor shall pay damages in the amount of \$2,000.00 for each occurrence.

8.3.4 Accidents

The Contractor shall immediately notify by telephone Augusta Customer Care Center and the Environmental Services Department of all vehicular accidents in which there is serious personal injury or a fatality. The Contractor shall notify Augusta Customer Care Center and the Environmental Services Department of all other accidents in a timely manner.

8.4 Care and Diligence/Littering

The Contractor shall exercise all reasonable care and diligence in collecting Residential Waste and Recycling, Yard Waste and Bulky Waste. Collection service shall be accomplished in a manner, which contributes to a litter-free environment. Every effort must be made to prevent spilling, scattering, dropping, or littering of Residential Waste and Recycling, Yard Waste and Bulky Waste during the collection process and during transit to and from the Designated Disposal Facility, or Designated Recycling Facility. However, in the event that Residential Waste and Recycling, Yard Waste, or Bulky Waste are spilled, scattered, dropped, or littered, the Contractor's equipment operator shall immediately clean up the material, place it in the Container,

and collect the Container contents. If any litter escapes from Contractor's collection vehicles on any roadways, the Contractor's equipment operator must immediately collect such litter. In the event that Contractor does not immediately collect such litter, the Contractor shall be subject to Damages in the amount of two hundred and fifty dollars (\$250.00) for each such occurrence. The Contractor shall endeavor to prevent such occurrences by whatever means possible.

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

8.4.1 Damages

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

8.5 Operator Awareness Training

The Contractor shall be responsible for maintaining levels of operator participation regarding correct collection of Waste and Recycling; holiday collection, safe driving and operations, as well as all other contract provisions.

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

8.6 Communication Plan

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

SECTION 9 - REPORTING REQUIREMENTS

9.1 Daily Communication/Reports

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

1. Listing of missed collections, or other problems remaining unresolved from the previous day and how they will effect today's operations.
2. Listing of all locations which were not collected which could include locations which were not out or available for service, services which were blocked, routes which did not get completed, or non-collected Solid Waste due to contract limits being exceeded.
3. Responses to Requests for Service.
4. Waste and Recycling Container repair needs identified by the Contractor.
5. Waste and Recycling Container repairs completed.
6. Listing of all property damage claims made, status of claim and pending resolution.

7. Listing of all route audit variations, exceptions, or suggestions.
8. Other information as requested by Augusta.

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

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

9.2 Record Keeping, Accounting, and Auditing

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

1. Records that provide the basis for the reports required under Section 10 including all matters affecting amounts payable by or to Augusta or the Contractor,
2. Policies for required insurance, policy amendments, and all other related insurance documents,
3. Accounting records and vouchers evidencing all costs, receipts, payments, and any other matter of accounting associated with the Contractor's performance in accordance with generally accepted accounting principles and
4. Copies of bond documents for both payment and performance bonds.

9.2.1 Auditing

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

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

9.2.2 Financial Condition

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

9.3 Reliability of Reports

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

9.4 Observation and Inspection

Augusta, its representatives, and invitees shall have the right to observe and inspect operations at all times, provided it is conducted in such a manner so as to minimize interference with the Contractor's performance and operations. The inspection may review operating records for the current and previous contract years, and may consist of an inspection of the physical areas of operations and equipment with emphasis on contract compliance, safety and hazard mitigation. Augusta, at its own expense, may at any commercially reasonable time inspect any and all records relating to the services performed to verify that the services are being performed in accordance with this Agreement.

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

9.5 Local Small Business Language

In accordance with Chapter 10B of the AUGUSTA, GA. CODE, Contractor expressly agrees to collect and maintain all records necessary to for Augusta, Georgia to evaluate the effectiveness of its Local Small Business Opportunity Program and to make such records available to Augusta, Georgia. The requirements of the Local Small Business Opportunity Program can be found at www.augustaga.gov. In accordance with AUGUSTA, GA. CODE § 1-10-129(d) (7), for all contracts where a local small business goal has been established, the contractor is required to provide local small business utilization reports. Contractor shall report to Augusta, Georgia the total dollars paid to each local small business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors as may be requested by Augusta, Georgia. Such documents shall be in the format specified by the Director of minority and small business opportunities, and shall be submitted at such times as required by Augusta, Georgia. Failure to provide such reports within the time period specified by Augusta, Georgia shall entitle Augusta, Georgia to exercise any of the remedies set forth, including but not limited to, withholding payment from the contractor and/or collecting liquidated damages.

Contractor has agreed to a Local Small Business goal of twenty percent (20%). In accordance with Augusta, GA. Code § 1-10-129(d)(7), Contractor will submit local small business utilization reports and any additionally required information as provided for in Appendix F

SECTION 10 - COMPENSATION

10.1 Basis and Method of Payment

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

		Frequency							
	Container Size	1/week	2/week	3/week	4/week	5/week	6/week	7/week	Unscheduled
Trash	2 yd	\$ 40.00	\$ 75.00	\$ 110.00	\$ 145.00	\$ 180.00	\$ 215.00	\$ 350.00	\$ 43.00
	4 yd	\$ 52.00	\$ 97.00	\$ 142.00	\$ 186.00	\$ 231.00	\$ 276.00	\$ 421.00	\$ 50.00
	6 yd	\$ 70.00	\$ 131.00	\$ 191.00	\$ 251.00	\$ 312.00	\$ 372.00	\$ 533.00	\$ 60.00
	8 yd	\$ 75.00	\$ 139.00	\$ 204.00	\$ 268.00	\$ 333.00	\$ 397.00	\$ 562.00	\$ 63.00
Recycling	2 yd	\$ 33.00	\$ 59.00	\$ 86.00	\$ 112.00	\$ 139.00	\$ 166.00	\$ 292.00	\$ 39.00
	4 yd	\$ 34.00	\$ 61.00	\$ 88.00	\$ 114.00	\$ 141.00	\$ 168.00	\$ 294.00	\$ 41.00
	6 yd	\$ 36.00	\$ 63.00	\$ 89.00	\$ 116.00	\$ 143.00	\$ 169.00	\$ 296.00	\$ 43.00
	8 yd	\$ 38.00	\$ 64.00	\$ 91.00	\$ 118.00	\$ 144.00	\$ 171.00	\$ 297.00	\$ 44.00
Accessories	Casters	15							
	Locking Device	10.25							

Pricing in the white area shall be monthly

Pricing in the shaded section shall be per one-time collection

Rollout Monthly Pricing Option				
	1x per week	2x per week	3x per week	4x per week
Single 96-gal cart	\$ 15.04	\$ 28.06	\$ 41.08	\$ 54.10
Price per additional cart	\$ 7.23	\$ 12.44	\$ 17.64	\$ 22.85

The listed unit price shall be adjusted annually for inflation beginning January 2015 in accordance with Section 10.3.

10.2 Number of Collection Points

Augusta shall pay the Contractor monthly for all services rendered as defined by this Contract. Payment shall be based on the actual number of containers serviced each month. If a container is delivered into service, the fee shall be prorated from the first day of service provided by the contractor to that container. If a container is removed from service, the fee shall be prorated from the last service provided by the contractor in the month.

10.3 Inflation Factor - CPI Adjustment

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

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

10.3.1 General Conditions for Adjustments

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

10.4 Payment Reduction for Damages

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

10.5 Fuel

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

10.5.1 Augusta shall be entitled to the same CPI adjustment as afforded the Contractor in 12.3. All of the same general conditions of adjustments shall apply with the exception that Augusta does not have to provide notice as required under 12.3.1 (b).

10.5.2 The first price adjustment shall not go into effect until January 2015.

10.5.3 In any event, the adjustment will be limited to a maximum increase or decrease of four percent (4%) annually.

10.5.4 Should the Contractor not receive an Adjustment, Augusta reserves the right to adjust the price of fuel.

10.6 Defective Pricing

Augusta shall have the right to take corrective measures for any defective pricing. These corrective measures may include, but are not limited to making necessary revisions to this Contract or providing an addendum to this Contract to address the issue of defective pricing.

10.7 Contingent fees

There shall be no contingent fees allowed under this contract.

10.8 Georgia Prompt Pay Act

The terms of this contract supersede any and all provisions of the Georgia Prompt Pay Act.

SECTION 11 - INSURANCE AND PERFORMANCE SURETY

11.1 Coverage's

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

11.2 Insurance Limits

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

Coverage's	Limits of Liability
Workers' Compensation Statutory Employer's Liability	\$500,000 each accident limit \$500,000 Disease Policy Limit \$500,000 Each Employee Limit Contractors and lessees shall be

	responsible for workers' compensation insurance for subcontractors or sub lessees who directly or indirectly provide services or lease premise under the Augusta, Georgia's contract.
General Liability	\$2,000,000 per accident \$2,000,000 aggregate
Excess Umbrella Policy	\$2,000,000 per accident
Pollution Liability Insurance	\$1,000,000 per claims made basis. The Contractor needs to warrant any retroactive date applicable to coverage under the policy precedes the effective date of the contract.
Automobile Bodily Injury and Property Damage Liability	\$1,000,000 per accident

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

11.3 Certificate of Insurance

- a. The Contractor agrees to furnish Augusta certificates of insurance or other evidence satisfactory to Augusta to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligations:
 "This is to certify that the policies of insurance described herein have been issued to the named insured for which this certificate is executed and are in force at this time. In the event of cancellation of a policy affecting the certificate holder, thirty (30) days prior written notice will be given to the certificate holder."
- b. It is agreed that the Contractor will be responsible for notifying Augusta of any material change in a policy.
- c. **The certificates shall also include Augusta as an additional insured.**

11.4 Special Requirements

The following special conditions shall apply to the insurance coverage:

- a. Augusta is to be included as an additional insured on both the commercial general liability and business auto liability policies. The Contractor providing the automobile liability coverage must include all vehicles owned, leased, hired, non-owned, and the employee non-owned vehicles Personal Injury Protection (when applicable).
- b. **Commercial General Liability.** The Commercial General Liability required coverage is ISO CG0001 or a substitute form providing equivalent coverage. Coverage must include:
 - Premises and Operations
 - Personal Injury/Advertising Liability
 - Products/ Completed Operations
 - Liability assumed under an Insured Contract (including tort liability of another assumed in a business contract)

- Independent Contractors
- c. **Pollution Liability.** Contractors shall provide pollution liability coverage to cover bodily injury; property damage, (including natural resource damage), cleanup costs, removal, storage, disposal, and or use of the pollutant; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. Coverage shall apply to the sudden and gradual pollution conditions resulting from the escape of smoke vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, natural gases, waste materials, or other irritants, contaminants or pollutants (including asbestos). The Contractor needs to warrant any retroactive date applicable to coverage under the policy precedes the effective date of the contract
 - d. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the Contract Term. Renewal certificates shall be sent to Augusta 30 days prior to an expiration date. There shall also be a 30-day notification to Augusta in the event of cancellation, modification of coverage, or reduction of aggregate limits below those required in Section 11.2. Certificates of insurance meeting the required insurance provisions shall be forwarded to Augusta. **Wording on the certificate that states that no liability shall be imposed upon the company for failure to provide such notice is not acceptable.**
 - e. It is agreed that the Contractor will be responsible for notifying Augusta of any material changes in a policy.
 - f. It shall be the Contractor's responsibility to ensure that all subcontractors comply with the same insurance requirements that the Contractor is required to meet.
 - g. All Certificates of Insurances shall be furnished on an ACORD form or equivalent as require by this contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

11.5 Surety

11.5.1 Performance Bond

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

For the first year the bond amount shall be a predetermined amount of \$400,000.

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

SECTION 12 - REPRESENTATIONS AND WARRANTIES

12.1 Representations and Warranties

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

- a. Organization and Qualification. The Contractor is duly incorporated or otherwise legally organized and, validly existing and in good standing under the laws of the State of Georgia, and has all requisite power and authority to enter into and perform its obligations under this Contract.
- b. Authority.
 1. The Contractor has the authority to execute this Contract, to make the representations and warranties set forth in it and is appropriately skilled, organized and financially able to perform the obligations of Contractor under this Contract in accordance with its terms.
 2. This Contract has been validly executed by the authorized representatives of the Contractor and constitutes a legally binding, enforceable obligation of Contractor.
- c. Government Authorizations and Consents. The Contractor has or will obtain prior to the Effective Date such licenses, permits, and other authorizations from federal, state, and other governmental authorities, as are necessary for the performance of its obligations under this Contract.
- d. Compliance with Laws. The Contractor is not in violation of any applicable law, ordinance or regulation, the consequence of which will or may materially affect Contractor's ability to perform its obligations under this Contract. The Contractor is not subject to any order or judgment of any court, tribunal, or governmental agency which could materially and adversely affects its operations or assets in the State of Georgia, or its ability to perform its obligations under this Contract.
- e. Accuracy of Information. None of the representations or warranties in this Contract and none of the documents, statements, certificates or schedules furnished or to be furnished by Contractor pursuant hereto or in connection with the performance of the obligations contemplated under this Contract, contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements of fact contained therein not misleading.
- f. Independent Examination. In accepting these responsibilities, the Contractor represents and affirms that it has made its own examination of all conditions, facilities, and properties affecting the performance of this Contract and of the quantity and expense of labor, equipment, materials needed, and of applicable taxes permits and laws. The Contractor affirms that it is aware of the present placement of Waste and Recycling Containers. The Contractor represents and warrants that it is capable of continuing to collect Containers and Recyclable Containers at their present locations.

SECTION 13 - INDEMNITY

13.1 Indemnity

The Contractor(s) shall defend, indemnify and save harmless Augusta and Augusta's officers, employees and agents from any and every claim and risk, and from all losses, damages, demands, suits, judgments and attorney fees, and other expenses of any kind (collectively "losses") arising

out of this Contract or the performance thereof; including but not limited to any personal injury, or death of any and all persons (including but not limited to the Contractor, its agents, employees, subcontractors and their successors and assignees, as well as Augusta or Augusta's agents and all third parties); and including any property damage of any kind, whether tangible or intangible, including loss of use resulting there from, in connection with or related to the negligent or willful act(s) or omissions of the Contractor or its subcontractor which were caused in whole or in part by the Contractor or its subcontractor while performing work under this Contract, or in connection with or related to (in whole or in part by reason of) the presence of the Contractor or its subcontractors or their property, employees or agents, upon or in proximity to the property of Augusta or any other property (upon which the Contractor is performing any work called for), except only those losses resulting solely from the negligence of Augusta.

SECTION 14 - DEFAULT AND TERMINATION

14.1 Default and Termination

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

- a. Fails to perform ninety percent (90%) of the collections required by this Contract and appears, to Augusta, to have abandoned the work, or to be unable to resume collections within forty-eight (48) hours.
- b. Has failed on any occasion of two (2) consecutive working days, in any year, or ten (10) days in a calendar year to perform the collections required by the Contract.
- c. Mixes Contract materials with materials collected from outside this Contract.
- d. Fails to furnish and maintain a Performance and/or Payment Bond per Section 11.
- e. Fails to furnish and maintain the Insurance requirements per Section 11.
- f. Fails to be granted and/or receive prior written approval of a change of control or other provision as defined in Sections 18.3 and 18.4.
- g. Fails to perform any material obligation of the Contractor under the terms of this Contract, and continuance of such failure after receiving written notice by Augusta specifying such failure, and Contractor's failure to cure the default or immediately initiate and diligently pursue reasonable action to cure such non-performance within the thirty (30) day period.

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

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

Under receipt of a notice that the work has been transferred to the surety without termination of the Contract, the surety shall take possession of all materials and equipment described in the most recent inventory submitted to Augusta, for the purpose of completing the work under the Contract, employ, by the Contract or otherwise, any person and/or all persons needed to perform the work; and provide materials and equipment required therefore. Such employment shall not relieve the surety of its obligations under the Contract of bond. If there is a transfer to the surety, payments shall be made to the surety or its agent for all work performed under the Contract subsequent to such transfer, in amounts equal to those that would have been made to the Contractor had it performed in the manner and to the extent of the surety's performance, and the Contractor shall have no claim upon the same.

In the event the surety on the Contractor's performance bond fails to assume or continue performance within two (2) days after its receipt of notice that the work has been transferred to such surety, the Contractor shall be deemed to have leased, subleased, or otherwise license Augusta to use all, or whatever portion is desired by Augusta, of the materials and equipment described on the most recent inventory submitted to Augusta pursuant to Section 5 hereof, for collection (and processing) purposes for a period of up to one (1) year following the date of the declaration of default by Augusta without requiring Augusta to execute any other document whatsoever to accomplish such lease, sublease, or license and without requiring Augusta to post any bond, pledge, deposit or other security for such equipment and materials, but upon the condition that Augusta pay for the equipment and materials actually used for such collection, a market rental that is no greater than (i) the monthly lease, in the event such property is leased by the Contractor, (ii) the periodic installment, in the event such property is being acquired under a purchase Contract, (iii) the periodic financing interest and principal, in the event such property is being acquired under a purchase Contract, or (iv) the financing arrangement; provided, that under no circumstances shall Augusta be liable during its use of such property for any arrearages, balloon payment, accrued interest, accelerated charges in the event of a default, or other extraordinary payment; nor shall the satisfaction thereof be a condition of Augusta's interim use of such property; provided, further, that such lease, sub-lease, or license shall be suspended the date the surety on the Contractor's bond or its agent accepts the transfer of work under the Contract.

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

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

Notwithstanding the provisions of this Section, a delay or interruption in the performance of all or any part of the Contract resulting from causes beyond the Contractor's control, as defined in section 18.27, shall not be deemed to be a default and the rights and remedies of Augusta provided for herein shall be inapplicable; provided that all labor disputes as defined in section

18.27 hereof shall not be considered a cause beyond the Contractor's control as defined in section 18.27.

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

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

SECTION 15 – 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 5 for use in the performance of this Contract (called "such property") shall be available for use in collecting Refuse, Waste or Recycling. When provided, this Section applies to the replacement and substitute.
2. For the duration of this Contract, any document (including a lease to or by the Contractor, financing Contract, acquisition over time, mortgage, or other instrument establishing a security interest) that encumbers or limits the Contractor's interest in such property shall:
 - a. Allow the surety on the Contractor's performance bond to take over the Contractor's obligations and to continue the use of the equipment in service for performance of the Contract;
 - b. Allow Augusta to take over the Contractor's obligations and to continue the use of the equipment in service for performance of the Contract;
 - c. Exempt Augusta from liability during its usage of such property for arrearages, balloon payments, accrued interest, accelerated charges on account of a default, or other extraordinary payments, and not make satisfaction thereof a condition of Augusta's interim usage; and
 - d. Forbare any foreclosure, trustee's sale or other dispossession of the Contractor's interest in such property without giving both Augusta and surety on the Contractor's performance bond sixty (60) days prior notice, and then make any termination of the Contractor's interest in such property pursuant to such action or the enforcement thereof subject to the requirement of Subsections a, b, and c of this section.
3. To assure compliance with this Section, the Contractor shall submit to Augusta for review and approval or disapproval prior to execution all contracts, leases, or other documents for acquisition of, or encumbering or limiting the Contractor's interest in, such property or for replacements thereof and any proposed agreement that would encumber or transfer any interest of the Contractor in such property before the Contractor's execution of such agreement. Augusta's approval shall not be unreasonably withheld.

SECTION 16 - AFFIRMATIVE ACTION AND NON-DISCRIMINATION SERVICE

The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, creed, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental, or physical handicap, unless based upon a bonafide occupational qualification. The Contractor will take affirmative action to ensure that applicants are employed, and that

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

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

SECTION 17 – DRUG AND ALCOHOL FREE WORKPLACE

17.1 Drug and Alcohol Free Workplace

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

- a. Notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of alcohol or a controlled substance is prohibited in the workplace and specifying actions that will be taken for violations of such prohibition;
- b. Establish an alcohol and drug-free awareness program to inform employees about (i) the dangers of alcohol and drug abuse in the workplace, (ii) the Contractor's policy of maintaining an alcohol and drug-free workplace, (iii) any available alcohol and drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for alcohol and drug abuse violations;
- c. Notify each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlined above, and (ii) notify the Contractor of any alcohol or drug statute conviction for a violation occurring in the workplace, or that could affect the employees ability to perform their job, not later that five (5) days after such conviction;
- d. Impose a sanction on, or requiring the satisfactory participation in an alcohol or drug counseling, rehabilitation or abuse program by, an employee convicted of an alcohol or drug crime;
- e. Make a good faith effort to continue to maintain an alcohol and drug-free workplace for employees; and require any party to which it subcontracts any portion of the work under the Contract to comply with the above provisions.

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

SECTION 18 - GENERAL PROVISIONS

18.1 Taxes

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

18.2 Permits

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

18.3 Non-Assignment; Subcontracting; Delegation of Duties

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

In the event of an assignment, subcontract, or delegation of duties, the Contractor shall remain responsible for the full and faithful performance of the Contract and the assignee, subcontractor, or other obligor shall also become responsible to Augusta for the satisfactory performance of the work assumed. Augusta may condition its approval upon the delivery by the assignee, subcontractor or other obligor of its covenant to Augusta to fully and faithfully complete the work or responsibility undertaken.

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

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

18.4 Changes in Control

In the event of a change in "Control" of the Contractor (as defined below), Augusta shall terminate the Contract for default unless Augusta has granted prior written approval. Such

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

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

18.5 Laws and Regulations

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

18.6 Governing Law; Forum; Venue

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

18.7 No Other Parties to Benefit

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

18.8 Appropriation of Funds

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

18.9 Headings

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

18.10 Severability

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

18.11 Indulgences Not Waivers

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

18.12 Modifications and Waiver

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

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

18.13 Independent Contractor

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

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

18.14 Notices

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

For Augusta:

Administrator
530 Greene Street, Room 802
Augusta, Georgia 30901

Mark Johnson
Director of Solid Waste
Augusta, Georgia
4330 Deans Bridge Road
Blythe, GA 30805
Telephone: 706-592-3201

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

For the Contractor:

Monty Davison
Chief Financial Officer/President
Inland Waste Solutions, LLC
14101 Highway 290 West, Building 600

Austin, Texas 78737
512-858-4558
512-858-4559 fax
956-346-5016 cell
Monty.davison@inlandwaste.com

18.15 Dispute Settlement

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

18.16 Augusta Not Liable for Delays

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

18.17 Contractor Will Not Sell or Disclose Data

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

18.18 No Publicity

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

18.19 Contract Rights

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

18.20 Open Records Act

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

18.21 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.

18.22 Law; Venue

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

18.23 Discretionary Waiver of Right to a Jury Trial

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

18.24 Specific Performance and Injunctive Relief

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

18.25 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.

18.26 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.

18.27 Force Majeure

1. The Contractor shall not be liable for any failure or delay in the performance of its obligations pursuant to this Contract (and such failure or delay shall not be deemed a default of this Contract or grounds for termination hereunder if all of the following conditions are satisfied:
 - a. If such failure or delay
 - i. could not have been prevented by reasonable precaution, and
 - ii. cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work around plans, or other means, and
 - b. If and to the extent such failure or delay is caused, directly or indirectly by fire, flood, hurricanes, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.
2. Upon the occurrence of an event which satisfies all of the conditions set forth above, the Contractor shall be excused from any further performance of those obligations pursuant to this Contract affected by the Force Majeure for as long as;
 - a. Such Force Majeure event continues and,
 - b. The Contractor continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.
3. Upon the occurrence of a Force Majeure event, the Contractor shall immediately notify Augusta by telephone and confirmed in writing within two (2) days of the occurrence of a Force Majeure and shall describe in reasonable detail the nature of the Force Majeure. If any Force Majeure prevents the Contractor from performing its obligations for more than five (5) days, Augusta may terminate this Contract.
4. Strikes, slow-downs, walkouts, lockouts and individual disputes are not excused under this provision.
5. Augusta may grant variances in routes, schedules and materials collected as are reasonably required and in the best interest of Augusta.
6. Augusta may negotiate with the Contractor fees for any additional work which the Contractor may agree to perform in the event of a disaster.

18.28 E-Verify

All contractors and subcontractors entering into contracts with Augusta, Georgia for the physical performance of services shall be required to execute an Affidavit verifying its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia has registered with and is participating in a federal work authorization program. All contractors and subcontractors must provide their *E-Verify number* and must be in compliance with the electronic verification of work authorized programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States

Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and shall continue to use the federal authorization program throughout the contract term. All contractors shall further agree that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to its contract with Augusta, Georgia the contractor will secure from such subcontractor(s) each subcontractor's *E-Verify number* as evidence of verification of compliance with O.C.G.A. § 13-10-91 on the subcontractor affidavit provided in Rule 300-10-01-.08 or a substantially similar form. All contractors shall further agree to maintain records of such compliance and provide a copy of each such verification to Augusta, Georgia at the time the subcontractor(s) is retained to perform such physical services

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

SIGNATURES ON FOLLOWING PAGE

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed by duly authorized officers on this the 21 day of January, 2014.

BY:

Augusta, Georgia

[Signature]
As its Mayor

Attest:

[Signature]
Clerk of Commission

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

Contractor: Inland Waste Solutions, LLC

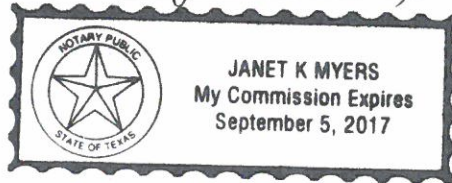
By: [Signature]
Monty Davison

As its: President

Sworn to and subscribed before me on this 20 day of January, 2014.

[Signature]
Notary Public

My Commission Expires: September 5, 2017



Pricing Page

Front Load Services

		Frequency							
	Container Size	1/week	2/week	3/week	4/week	5/week	6/week	7/week	Unscheduled
Trash	2 yd	\$ 40.00	\$ 75.00	\$ 110.00	\$ 145.00	\$ 180.00	\$ 215.00	\$ 350.00	\$ 43.00
	4 yd	\$ 52.00	\$ 97.00	\$ 142.00	\$ 186.00	\$ 231.00	\$ 276.00	\$ 421.00	\$ 50.00
	6 yd	\$ 70.00	\$ 131.00	\$ 191.00	\$ 251.00	\$ 312.00	\$ 372.00	\$ 533.00	\$ 60.00
	8 yd	\$ 75.00	\$ 139.00	\$ 204.00	\$ 268.00	\$ 333.00	\$ 397.00	\$ 562.00	\$ 63.00
Recycling	2 yd	\$ 33.00	\$ 59.00	\$ 86.00	\$ 112.00	\$ 139.00	\$ 166.00	\$ 292.00	\$ 39.00
	4 yd	\$ 34.00	\$ 61.00	\$ 88.00	\$ 114.00	\$ 141.00	\$ 168.00	\$ 294.00	\$ 41.00
	6 yd	\$ 36.00	\$ 63.00	\$ 89.00	\$ 116.00	\$ 143.00	\$ 169.00	\$ 296.00	\$ 43.00
	8 yd	\$ 38.00	\$ 64.00	\$ 91.00	\$ 118.00	\$ 144.00	\$ 171.00	\$ 297.00	\$ 44.00
Accessories	Casters	15							
	Locking Device	10.25							

Pricing in the white area shall be monthly

Pricing in the shaded section shall be per one-time collection

Rollout Monthly Pricing Option				
	1x per week	2x per week	3x per week	4x per week
Single 96-gal cart	\$ 15.04	\$ 28.06	\$ 41.08	\$ 54.10
Price per additional cart	\$ 7.23	\$ 12.44	\$ 17.64	\$ 22.85

Current Service Unit List:

Name	Can Locations	Parcel No.	Can Type	Frequency (per week)	Number of Dumpsters
911 CENTER	911 4TH ST	060-1-012-01-0	8	1	1
AUGUSTA HOUSING AUTHORITY	Olmstead Homes - 2141 B Street	027-3-021-00-0	8	2	14
AUGUSTA HOUSING AUTHORITY	Hal Powell - 2244 Broad Street	027-3-253-00-0	8	2	1
AUGUSTA HOUSING AUTHORITY	Peabody Apts - 1425 Walton Way	046-1-064-00-0	8	2	3
AUGUSTA HOUSING AUTHORITY	Erwin Towers - 1365 Laney Walker Blvd	046-3-026-00-0	4	2	2
AUGUSTA HOUSING AUTHORITY	Cherry Tree Crossing - 1550 Fifteenth St	058-2-089-00-0	8	2	22
AUGUSTA HOUSING AUTHORITY	Summerfield Apartments - 720 Laney Walker	059-2-882-00-0	8	2	5
AUGUSTA HOUSING AUTHORITY	Allen Homes - 506 Laney Walker Blvd	060-0-001-00-0	8	2	8
AUGUSTA HOUSING AUTHORITY	Oak Pointe Manor - 730 East Boundary	061-1-057-00-0	8	2	23
AUGUSTA HOUSING AUTHORITY	Dogwood Terrace - 2003 Second Avenue	072-3-391-00-0	8	2	14
A-RC DANIEL FIELD AIRPORT	1775 HIGHLAND AVE	043-4-013-01-0	8	2	1
A-RC DANIEL FIELD AIRPORT	1775 HIGHLAND AVE	043-4-013-01-0	cardboard	1	1
A-RC UTILITIES	1899 Goodrich St - Raw Water Pumping	014-0-001-00-0	8	1	1
A-RC UTILITIES	2816 Peach Orchard Rd	098-3-246-00-0	8	1	1
A-RC UTILITIES	1925 Lumpkin Rd	110-2-003-00-0	8	1	1
A-RC UTILITIES	1725 Tobacco Rd	157-0-018-08-0	8	2	1
A-RC UTILITIES	1725 Tobacco Rd	157-0-018-08-0	8	1	1
A-RC UTILITIES	1506 Four H Club Road	171-0-020-02-0	8	1	1
A-RC UTILITIES	Filter Plant - 1425 Highland Ave		4	2	1
A-RC UTILITIES	Filter Plant - 1425 Highland Ave		6	2	1
A-RC UTILITIES	water works - 2822 Central Ave		8	2	1
A-RC UTILITIES	water works office - 1832 Wyllys Rd		8	1	1
A-RC UTILITIES	water works - 1840 Wyllys Rd		8	2	1
A-RC PUBLIC WORKS	1568 Broad St	036-1-102-00-0	8	2	1
A-RC PUBLIC WORKS	1710 Highland Ave - Facilities Maint	043-4-015-01-0	8	2	1
A-RC PUBLIC WORKS	1945 Eagles Way - Trees & Landscape	058-3-107-00-0	8	2	1
A-RC PUBLIC WORKS	1157 5th St - Records Retention	060-1-083-00-0	4	1	1
A-RC PUBLIC WORKS	386 Prep Phillips - Traffic Engineering	062-0-008-00-0	8	3	1
A-RC EXTENSION SERVICE	1512 4-H Club Rd	171-0-020-02-0	2	1	1
A-RC FIRE DEPT	Station 10 - 1056 Alexander Drive	013-3-094-00-0	2	1	1
A-RC FIRE DEPT	Station 9 - 3507 Walton Way Ext	031-0-025-00-0	8	1	1
A-RC FIRE DEPT	Station 5 - 1898 M L K Jr Blvd	034-2-040-00-0	8	2	1
A-RC FIRE DEPT	Station 4 - 1866 Ellis St	035-2-219-00-0	8	2	1
A-RC FIRE DEPT	Station 3 - 1099 Reynold St	036-4-034-00-0	8	2	1
A-RC FIRE DEPT	Station 15 - 1416 Flowing Wells Rd	040-1-07-00-0	2	1	1
A-RC FIRE DEPT	Station 2 - 1445 Walton Way	046-1-060-00-0	8	2	1
A-RC FIRE DEPT	Station 8 - 1898 Highland Ave	056-2-001-00-0	8	2	1
A-RC FIRE DEPT	Station 11 - 2243 Old Savannah Road	087-1-226-01-0	2	1	1
A-RC FIRE DEPT	Station 13 - 2619 Lumpkin Rd	096-2-142-01-0	2	1	1
A-RC FIRE DEPT	Station 6 - 2618 Richmond Hill Rd	097-2-156-01-0	4	1	1
A-RC FIRE DEPT	Station 16 - 3450 Old Louisville Road	133-0-023-05-0	2	1	1
A-RC FIRE DEPT	Station 18 - 4185 Windsor Spring Rd	153-0-072-02-0	2	1	1
A-RC FIRE DEPT	Station 17 - 3705 Old Waynesboro Road	157-0-015-01-0	2	1	1
A-RC FIRE DEPT	Station 7 - 2917 Willis Forman Rd	164-1-001-00-0	8	2	1
A-RC FIRE DEPT	Station 19 - 1600 Brown Road	214-0-055-00-0	2	1	1
A-RC FIRE DEPT	Station 14 - 3507 Hwy 88	266-0-006-01-0	2	1	1
A-RC FIRE DEPT	Station 12 - 1155 Hephzibah-McBean Rd	337-0-001-01-0	2	1	1
A-RC FIRE DEPT	1 Broad St (engine co 1)		2	1	1
A-RC FIRE DEPT	Fire Department Training Center/Admin Bldg - 3125 Deans Bridge Rd		2	2	1
A-RC PUBLIC WORKS	1568 Broad St	036-1-102-00-0	8	2	1
SALVATION ARMY	1384 GREENE ST		8	2	1
A-RC GOLF COURSE	2023 HIGHLAND AVE	056-1-002-01-0	8	2	1
A-RC LIBRARY	823 TELFAIR	047-1-194-00-0	8	1	1
A-RC MARSHAL'S DEPT	CORNER OF DEANS BRIDGE AND DOVER		4	2	1
A-RC PUBLIC WORKS	1815 Marvin Griffin - License & Inspection	134-1-070-00-0	8	1	1
A-RC RCCI	2314 TOBACCO RD	155-0-002-02-0	8	6	1
A-RC JUDICIAL CENTER	WALTON WAY		8	3	1
ARC COMMISSION	530 GREENE ST		8	4	1
ARC COMMISSION	530 GREENE ST		8	4	1
ARC COMMISSION	530 GREENE ST		8	4	1
A-RC PORT AUTHORITY	1 Fifth Street	037-4-001-03-0	8	2	1
A-RC PORT AUTHORITY	1 Fifth Street	037-4-001-03-0	8	2	1
A-RC PORT AUTHORITY	Riverwalk Marina	048-3-071-00-0	6	2	1
A-RC PUBLIC WORKS	2057 Division Street - Westview Cemetery	027-0-003-00-0	8	2	1

Name	Can Locations	Parcel No.	Can Type	Frequency (per week)	Number of Dumpsters
A-RC RECREATION DEPT	1899 Goodrich St - Eisenhower Park	014-0-001-00-0	8	2	1
A-RC RECREATION DEPT	300 Warren Road - Warren Road Community Center	017-0-010-00-0	8	2	1
A-RC RECREATION DEPT	2205 Broad Street - Julian Smith Casino	027-0-001-00-0	8	3	1
A-RC RECREATION DEPT	2205 Broad Street - BBQ Pit	027-0-001-00-0	8	2	1
A-RC RECREATION DEPT	3824 Maddox Road	029-0-007-02-0	8	2	1
A-RC RECREATION DEPT	1345 Community Park Rd - Sue Reynolds Community Center	029-0-019-00-0	4	1	1
A-RC RECREATION DEPT	3103 Wrightsboro - Newman Tennis Center	043-1-001-01-0	8	1	1
A-RC RECREATION DEPT	432 Telfair - Old Government House	047-4-163-00-0	8	2	1
A-RC RECREATION DEPT	708 Fourth Street - May Park	047-4-451-00-0	8	2	1
A-RC RECREATION DEPT	Kissingbower Road - Minnick Park	056-1-002-01-0	8	2	1
A-RC RECREATION DEPT	1600 Troupe - Pendleton King Park	057-2-089-00-0	8	1	1
A-RC RECREATION DEPT	1606 Hunter - WT Johnson Community Center	058-2-135-00-0	8	2	1
A-RC RECREATION DEPT	1001 Eleventh Ave - Carrie Mays Center	072-4-156-00-0	8	2	1
A-RC RECREATION DEPT	2436 Golden Camp Road - Henry Brigham Center	096-2-075-00-0	8	3	1
A-RC RECREATION DEPT	2027 Lumpkin Rd - Recreation Admin	110-1-019-00-0	8, 8	5	2
A-RC RECREATION DEPT	1925 Lumpkin Rd - Bernie Ward Community Center	110-2-003-00-0	8, 8, 6	5	3
A-RC RECREATION DEPT	1858 Lock and Dam Rd - Lock N Dam Park	136-0-001-00-0	8	2	1
A-RC RECREATION DEPT	2309 Tobacco Rd - Gracewood Community Center	155-0-002-01-0	2	1	1
A-RC RECREATION DEPT	2627 Willis Forman Road - Diamond Lakes	178-0-008-00-0	8, 8, 6	4	3
A-RC RECREATION DEPT	3129 Hwy 88 - Blythe Community Center	223-0-036-00-0	8	2	1
A-RC RECREATION DEPT	4977 Windsor Spring Rd	249-0-039-02-0	2	2	1
A-RC RECREATION DEPT	1155A Hephzibah-McBean Rd - McBean Community Park	337-0-001-01-0	2	2	1
A-RC RECREATION DEPT	2540 Wheeler Road/719 Fleming Ave - Sand Hills Community Center		6	2	1
A-RC RECREATION DEPT	Boathouse		8	3	1
A-RC RECREATION DEPT	Phinizy Swamp Office		2	3	1
A-RC RECREATION DEPT	Garrett Gymnasium		2	3	1
AQUATICS CENTER	3157 DAMASCUS RD	043-3-004-00-0	8	3	1
A-RC SHERIFFS DEPT	402 Walton Way	047-3-307-00-0	8	1	1
A-RC SHERIFFS DEPT	401 Walton Way	047-4-452-01-0	8	5	1
A-RC SHERIFFS DEPT	401 Walton Way	047-4-452-01-0	8	5	1
A-RC SHERIFFS DEPT	401 Walton Way	047-4-452-01-0	8	5	1
A-RC SHERIFFS DEPT	401 Walton Way	047-4-452-01-0	8	5	1
A-RC SHERIFFS DEPT	401 Walton Way	047-4-452-01-0	8	5	1
A-RC SHERIFFS DEPT	1941 Phinizy Rd	133-0-023-02-0	8	5	1
A-RC SHERIFFS DEPT	1941 Phinizy Rd	133-0-023-02-0	6	5	1
A-RC SHERIFFS DEPT	1941 Phinizy Rd	133-0-023-02-0	8	5	1
A-RC SHERIFFS DEPT	1941 Phinizy Rd	133-0-023-02-0	8	5	1
A-RC SHERIFFS DEPT	1941 Phinizy Rd	133-0-023-02-0	8	5	1
A-RC SHERIFFS DEPT	1941 Phinizy Rd	133-0-023-02-0	8	5	1
A-RC SHERIFFS DEPT	1945 Phinizy Rd - Crime Lab	144-2-001-00-0	8	2	1
A-RC SHERIFFS DEPT	1631 Gordon Hwy - Southgate Plaza		8	1	1
AUGUSTA COUNTRY CLUB HOA	MILLEDGE RD		8	2	1
GA TOWN CONDOS	2846 WALTON WAY		8	2	1
GARY PLACE CONDOS	2132 GARY STREET		8	2	1
GEORGE WALTON APARTMENTS	2068 WALTON WAY		8	2	1
HILLTOWNE CONDOS	1215 MONTE SANO		4	4	1
ONE MILL PLACE	1 MILL PLACE		8	2	1
PORT ROYAL	1 7TH STREET		8	2	1
SUMMERVILLE HOA	1209 MONTE SANO		8	2	1
A-RC DRIVERS LICENSE	3405 MIKE PADGETT HWY	133-0-023-01-0	2	1	1
A-RC TRANSIT	1516 Wall Street	036-3-210-00-0	8	2	1
A-RC TRANSIT	1546 Broad Street	036-1-141-00-0	8	2	1



Engineering Services Committee Meeting

Meeting Date: 10/31/2023

Additional Services for AUD Water Loss Program

Department:	Utilities
Presenter:	Wes Byne, Director
Caption:	Approve supplemental funding for additional services by Cavanaugh & Associates, P.A. for the Utilities Department's Water Loss Program.
Background:	<p>The Georgia Water Conservation Act requires that public water systems conduct water loss audits and implement water efficiency and loss detection programs beginning in 2012. Accordingly, Augusta Utilities conducts a Water Loss Program and submits an annual Water Audit and report to the Georgia Environmental Protection Division (EPD).</p> <p>Cavanaugh & Associates, P.A. is a respected state and national subject matter expert with extensive experience in developing and auditing programs regarding water loss for utilities. Cavanaugh is a member of the Georgia Water Loss Control Committee, which produced EPD's Georgia Water System Audits and Water Loss Control Manual. Cavanaugh also contributed to AWWA Manual M36 Water Audits and Loss Control Programs as a Technical Review Board Member and a Contributor to the 4th Edition.</p> <p>Augusta Utilities contracted with Cavanaugh in 2022 to perform third party testing, review and analysis to improve our audit reporting and program processes.</p>
Analysis:	Cavanaugh worked well with Augusta Utilities to complete the testing and program review. AUD requests supplemental funding to continue Cavanaugh's contract on an on-call services basis to provide their expertise when requested by AUD in support of the program.
Financial Impact:	\$50,000.00
Alternatives:	No alternatives are recommended.
Recommendation:	Recommend approval of \$50,000.00 supplemental funding to continue the contract with Cavanaugh & Associates, P.A. to provide consulting engineering services for the Utilities Department's Water Loss Program.
Funds are available in the following accounts:	Funds are available in account: 506043110-5212999 / 82200050-5212999

REVIEWED AND
APPROVED BY:



CAVANAUGH
Stewardship Through Innovation

October 5, 2023

Mr. Steven M. Behrend, PE
Augusta Utilities Department
452 Walker Street
Augusta, GA 30901

Re: Augusta Utilities Water Loss Program Consulting

Dear Steve:

Cavanaugh is pleased to have been able to provide Water Loss Program Consulting services to Augusta Utilities (AU) over the last decade. It is anticipated that AU staff will have the need to engage Cavanaugh on an On-Call basis over the next several months in support of their on-going program management and annual water audit submittal to the State.

Cavanaugh is prepared to offer those services on an hourly basis, with a non-to-exceed fee of \$50,000.00.

Please let me know if you have any questions or require additional information.

Sincerely,

CAVANAUGH & ASSOCIATES, P.A.

Tory Wagoner, P.E., P.L.S.

PURCHASE ORDER

AUGUSTA, GEORGIA

SUITE 605, PROCUREMENT DEPARTMENT
535 TELFAIR STREET, MUNICIPAL BUILDING 1000
AUGUSTA, GEORGIA 30901-2377
PHONE: (706) 821-2422

Page 1 of 1

Item 4.

PURCHASE ORDER NO.
22AUA120

DATE 08/30/22	DEPARTMENT 043110	VENDOR PHONE # (336) 759-1005	REQUISITION/QUOTE NO. R365439
VENDOR # 20904	E-VERIFY # 458252	EMAIL TORY.WAGONER@CAVANAUGHSOLUTIONS.CO	PURCHASE ORDER NUMBER ABOVE MUST APPEAR ON ALL INVOICES, SHIPPING PAPERS, AND PACKAGES.
VENDOR CAVANAUGH & ASSOCIATES P.A. P. O. BOX 11197 WINSTON SALEM, NC 27116		ATTN: BID NUMBER: CONTRACT #: 22AUA120 BUYER: NANCY	
SHIP TO: AUGUSTA UTILITIES ADMIN 452 WALKER STREET SUITE 200 AUGUSTA, GA 30901		BILL TO: AUGUSTA, GEORGIA ACCOUNTING DEPARTMENT, SUITE 800 535 TELFAIR STREET, MUNICIPAL BUILDING 1000 AUGUSTA, GA 30901-2379 (706) 821-2335 ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING DESTINATION.	

ITEM #	QUANTITY	UNIT	PRODUCT ID	DESCRIPTION	UNIT PRICE	AMOUNT
0001	1	EACH		2022 PROF SVCS WATER EFFICIENCY & LOSS DETECTION PROGRAM APPROVED BY COMMISSION 5/17/22, ITEM #25 GL J/L 506-04-3110/52-12999 82200050 - 5212999	194,160.00	194,160.00

CONDITIONS - READ CAREFULLY

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

Sent by:

SEP 01 2022

Tess Thompson

REQUISITIONER

NET TOTAL.....

194,160.00

APPROVED FOR ISSUE

G.A. Sams

PROCUREMENT DIRECTOR

51



Engineering Services

Meeting Date: 10/31/2023

ISM On-Call Engineering Services Change Order

Department:	Utilities
Presenter:	Wes Byne
Caption:	Approve additional fees in the amount of \$250,000 to ISM Engineering for engineering services supporting the fiber, rainfall, and on-call engineering.
Background:	AUD is currently evaluating the extension of fiber and the rainfall monitoring network. ISM has an on-call contract and has provided support services for multiple engineering projects. This would extend the on-call contract to allow these services to continue.
Analysis:	This additional scope is in support of the fiber, rainfall monitoring, and supplemental engineering projects.
Financial Impact:	This additional funding has been targeted to continue using ISM in an on-call basis. Funding in the amount of \$250,000 is available from accounts: 507043490-5212115/88880230-5212115
Alternatives:	No alternatives are recommended.
Recommendation:	AUD recommends that these engineering services with ISM be approved.
Funds are available in the following accounts:	Funding are available in the following accounts: 507043490-5212115/88880230-5212115
<u>REVIEWED AND APPROVED BY:</u>	Wes Byne

ENGINEERING CONSTRUCTION CONTRACT CHANGE ORDER

CO NUMBER	2
BID ITEM	18-132
DATE	10/23/2023

PROJECT TITLE ON CALL ENG SERVICES

ORIGINAL CONTRACT DATE 11/14/2019 **PROJECT NUMBER** 88880230

OWNER AUGUSTA, GEORGIA **PO NUMBER** 19UTI792

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

Description of Change (for a more detailed description see attached proposal):
ADDITIONAL FUNDING FOR ENGINEERING SERVICES SUPPORTING THE FIBER, RAINFALL,
AND ON CALL ENGINEERING

PAYEE ISM

TOTAL AMOUNT OF THIS CHANGE ORDER \$ 250,000.00

The contract time will be INCREASED by __ calendar days as a result of this change.

ORIGINAL CONTRACT AMOUNT \$ 200,000.00

PREVIOUS CHANGE ORDER (INCREASE) \$ 550,000.00

THIS CHANGE ORDER (INCREASE) \$ 250,000.00

TOTAL REVISED CONTRACT AMOUNT WITH CHANGE ORDER \$ 1,000,000.00

FUNDING NUMBER/ACCOUNT NUMBER	507043490	5212115
	88880230	5212115

PROPOSED BY: _____ DATE: _____

CONTRACTOR

REQUESTED BY: _____ DATE: _____

ENGINEER

SUBMITTED BY:  DATE: 23 Oct 23

DEPARTMENT HEAD

FINANCE ENDORSEMENT: _____ DATE: _____

COMPTROLLER

RECOMMENDED BY: _____ DATE: _____

ADMINISTRATOR

APPROVED BY: _____ DATE: _____

MAYOR

Tess T. Thompson

From: Tess T. Thompson
Sent: Friday, October 20, 2023 1:05 PM
To: Dionne Glover; Wes Byne
Subject: RE: [EXTERNAL] MunicodeMeetings Task Notification

This was approved in Municode agenda:

Meeting Date: 10/31/2023

ISM On-Call Engineering Services Change Order

Department: Utilities

Presenter: Wes Byne

Caption: Approve additional fees in the amount of \$250,000 to ISM Engineering for engineering services supporting the fiber, rainfall, and on-call engineering.

Background: AUD is currently evaluating the extension of fiber and the rainfall monitoring network. ISM has an on-call contract and has provided support services for multiple engineering projects. This would extend the on-call contract to allow these services to continue.

Analysis: This additional scope is in support of the fiber, rainfall monitoring, and supplemental engineering projects.

Financial Impact: This additional funding has been targeted to continue using ISM in an on-call basis. Funding in the amount of \$250,000 is available from accounts:
507043490-5212115/88880230-5212115

Alternatives: No alternatives are recommended.

Recommendation: AUD recommends that these engineering services with ISM be approved.

Funds are available in the following accounts: Funding are available in the following accounts:
507043490-5212115/88880230-5212115

REVIEWED AND APPROVED BY: Wes Byne

Tess Thompson, MSA

Finance Manager
 Utilities Department
 Augusta, GA 30901
 Tel . No. 706-312-4147
 Fax No. 706-312-4123
tthompson@augustaga.gov

PURCHASE ORDER

AUGUSTA, GEORGIA

SUITE 605, PROCUREMENT DEPARTMENT
535 TELFAIR STREET, MUNICIPAL BUILDING 1000
AUGUSTA, GEORGIA 30901-2377
PHONE: (706) 821-2422

Page 1 of 1

Item 5.

PURCHASE ORDER NO.
19UTI792

REQUISITION/QUOTE NO.
R325378

DATE
01/14/22

DEPARTMENT
043490

VENDOR PHONE #
(706) 691-8611

VENDOR #
24876

E-VERIFY #
1266225

EMAIL

ALADSON@ISM LLC - ENGR.COM

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

VENDOR

INFRASTRUCTURE SYSTEMS MGMT LLC
1557 BOARD STREET
AUGUSTA, GA 30904

ATTN:

BID NUMBER: 18132

CONTRACT #: 19UTI792

BUYER: NANCY

SHIP TO:

AUGUSTA UTILITIES ADMIN
452 WALKER STREET
SUITE 200
AUGUSTA, GA 30901

BILL TO:

AUGUSTA, GEORGIA
ACCOUNTING DEPARTMENT, SUITE 800
535 TELFAIR STREET, MUNICIPAL BUILDING 1000
AUGUSTA, GA 30901-2379
(706) 821-2335

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

ITEM #	QUANTITY	UNIT	PRODUCT ID	DESCRIPTION	UNIT PRICE	AMOUNT
0001	1	EACH		ON CALL ENGINEERING SVCS FOR FORT GORDON SOP PROJECT APPROVED BY COMMISSION 5/7/19, ITEM #47 507-04-3490/52-12115	200,000.00	200,000.00
0002	1	EACH		CO #1: ADDITIONAL ENGINEERING SERVICES DOWNTOWN CORRIDOR EVALUATION APPROVED BY COMMISSION 12/7/21, ITEM #52 507-04-3490/52-12115 G/L J/L 88880230-5212115	550,000.00	550,000.00

CORRECTION:
DATE 1/14/22

DISC MBR
DATE

VOID
DATE

Sent by:

JAN 18 2022

Tess Thompson

NET TOTAL.....

750,000.00

APPROVED FOR ISSUE

G.A. Sams

PROCUREMENT DIRECTOR

REQUISITIONER

CONDITIONS - READ CAREFULLY

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



Engineering Services

Meeting Date: 10/31/2023

Ardurra Engineering Services Change Order

Department:	Utilities
Presenter:	Wes Byne
Caption:	Approve additional fees in the amount of \$89,000 to Ardurra Engineering for engineering services to evaluate the JB Messerly Wastewater Treatment Plant.
Background:	AUD is currently experiencing moderate levels of inflow and infiltration after rainfall events, which are causing problems with the primary clarifiers. This scope is to evaluate modifications to the plant to minimize problems that occur in the plant after rainfall events.
Analysis:	This additional scope is required to maintain long-term operation of the plant.
Financial Impact:	Funding in the amount of \$89,000 is available from accounts: 507043420-5212115/82200030-5212115
Alternatives:	No alternatives are recommended.
Recommendation:	AUD recommends that these engineering services with Ardurra Engineering be approved.
Funds are available in the following accounts:	Funds are available in the following accounts: 507043420-5212115/82200030-5212115
<u>REVIEWED AND APPROVED BY:</u>	Wes Byne

ENGINEERING CONSTRUCTION-CONTRACT CHANGE ORDER

CO NUMBER	1
BID ITEM	18-132
DATE	10/23/2023

PROJECT TITLE PROFESSIONAL SERVICES
 ORIGINAL CONTRACT DATE 04/16/2022 PROJECT NUMBER 82200030
 OWNER AUGUSTA, GEORGIA PO NUMBER P433665

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

Description of Change (for a more detailed description see attached proposal):
 ENGINEERING SERVICES TO EVALUATE THE JB MESSERLY WASTEWATER TREATMENT PLANT

PAYEE ARDURRA (FORMERLY CONSTANTINE)
 TOTAL AMOUNT OF THIS CHANGE ORDER \$ 89,000.00

The contract time will be INCREASED by __ calendar days as a result of this change.

ORIGINAL CONTRACT AMOUNT \$ 50,000.00
 PREVIOUS CHANGE ORDER (INCREASE) \$ 0.00
 THIS CHANGE ORDER (INCREASE) \$ 89,000.00
 TOTAL REVISED CONTRACT AMOUNT WITH CHANGE ORDER \$ 139,000.00

FUNDING NUMBER/ACCOUNT NUMBER 507043420 5212115
 82200030 5212115

PROPOSED BY: _____ DATE: _____
 CONTRACTOR

REQUESTED BY: _____ DATE: _____
 ENGINEER

SUBMITTED BY:  DATE: 23 Oct 23
 DEPARTMENT HEAD

FINANCE ENDORSEMENT: _____ DATE: _____
 COMPTROLLER

RECOMMENDED BY: _____ DATE: _____
 ADMINISTRATOR

APPROVED BY: _____ DATE: _____
 MAYOR

Tess T. Thompson

From: Dionne Glover
Sent: Friday, October 20, 2023 1:46 PM
To: Tess T. Thompson; Wes Byne
Subject: RE: [EXTERNAL] MunicodeMeetings Task Notification

This was approved in Municode agenda:



Engineering Services

Meeting Date: 10/31/2023

Ardurra Engineering Services Change Order

Department:	Utilities
Presenter:	Wes Byne
Caption:	Approve additional fees in the amount of \$89,000 to Ardurra Engineering for engineering services to evaluate the JB Messerly Wastewater Treatment Plant.
Background:	AUD is currently experiencing moderate levels of inflow and infiltration after rainfall events, which are causing problems with the primary clarifiers. This is to evaluate modifications to the plant to minimize problems that occur in plant after rainfall events.
Analysis:	This additional scope is required to maintain long-term operation of the plant.
Financial Impact:	Funding in the amount of \$89,000 is available from accounts: 507043420-5212115/82200030-5212115
Alternatives:	No alternatives are recommended.
Recommendation:	AUD recommends that these engineering services with Ardurra Engineering be approved.
Funds are available in the following accounts:	Funds are available in the following accounts: 507043420-5212115/82200030-5212115
<u>REVIEWED AND APPROVED BY:</u>	Wes Byne



STATE OF GEORGIA
RICHMOND COUNTY

MAJOR PROJECTS
CONSULTANT SERVICES AGREEMENT
BETWEEN
AUGUSTA, GEORGIA
(CITY)

AND

CONSULTANT

CONSULTANT: Ardurra Group, Inc.

PROJECT: Messerly Wastewater Treatment Plant Evaluation

DATE EXECUTED:

DATE COMPLETED:



STATE OF GEORGIA
RICHMOND COUNTY

MAJOR PROJECTS
CONSULTANT SERVICES AGREEMENT
BETWEEN
AUGUSTA, GEORGIA
(CITY)

AND

CONSULTANT

This Agreement is made and entered into this _____ day of _____, 2023 by and between AUGUSTA, Georgia, a political subdivision of the State of Georgia, hereinafter called the "CITY" and *Ardurra Group, Inc*, a Corporation authorized to do business in Georgia, hereinafter called the "CONSULTANT."

WHEREAS, the CITY desires to engage a qualified and experienced consulting firm to furnish professional services for:

and,

WHEREAS, the CONSULTANT has represented to the CITY that it is experienced and qualified to provide the services contained herein and the CITY has relied upon such representation.

NOW, THEREFORE, in consideration of the mutual promises and covenant herein contained, it is agreed by and between the CITY and the CONSULTANT that:



GENERAL PROVISIONS

CONSULTANT has agreed, in this Agreement with CITY to procure the services of licensed design professionals, to provide the engineering services required to provide professional engineering and design services for the Project in accordance with the requirements as outlined in and attached as Attachment A – Scope of Services and other relevant data defining the Project.

CONSULTANT COORDINATION

The CONSULTANT shall cooperate fully with all municipalities, local government officials, utility companies, and other consultants as directed by the CITY. CONSULTANT and all relevant parties agree to work together on the basis of trust, good faith and fair dealing, and shall take actions reasonably necessary to enable each other to perform this Agreement in a timely, efficient and economical manner. All parties agree to cooperate in a manner consistent with good design practice and will exercise the degree of skill and diligence normally employed by professional engineers or consultants practicing under similar conditions. CONSULTANT will re-perform any services not meeting this standard without additional compensation.

AMENDMENTS TO AGREEMENT

Every amendment to the Scope of Services shall become and is hereby made a part of this Agreement. Amendments must be fully executed by both the CONSULTANT and CITY to be valid.

REDUCTION IN REQUIRED SERVICES

If reductions in the required services are ordered by CITY, the credits shall be the amounts for such services as described in subsequently executed Amendments to this Agreement, and no claim for damages for anticipated profits shall accrue to the CONSULTANT.

DATE CHANGES

If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided and if such periods of time or dates are changed through no fault of CONSULTANT, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment.

AGREEMENT MODIFICATIONS

This Agreement shall not be modified except by a duly executed Amendment hereto in writing under the hands and seals of both parties hereto.

TIME OF COMPLETION

The time of completion shall be as described in the schedule attached hereto as Attachment D - Schedule.



This Agreement shall terminate immediately and absolutely at such time as appropriated and otherwise obligated funds are no longer available to satisfy the obligations of the CONSULTANT on behalf of the CITY under this Agreement. However, CONSULTANT will be compensated for all work prior to termination of contract even if the CITY has obligated the funds to other projects.

PROJECT PROGRESS

CONSULTANT'S services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion.

LITIGATION

Nothing in this Agreement shall be construed as obligating the CONSULTANT to appear, support, prepare, document, bring, defend or assist in litigation either undertaken or defended in behalf of the CITY except in consideration of compensation. All such services required or requested of CONSULTANT by the CITY except suits or claims between the parties to this Agreement will be reimbursed as additional services.

BINDINGS

It is further agreed that the CITY and CONSULTANT each binds itself and themselves, its or their successors, executors, administrators and assigns to the other party to this Agreement and to its or their successors, executors and assigns in respect to all covenants of this Agreement. Except as above, neither CITY nor the CONSULTANT shall assign, sublet or transfer its or their interest in this Agreement without prior written consent of the other party hereto.

EXTENT OF THE AGREEMENT

This Agreement represents the entire agreement between CITY and CONSULTANT and supersedes all prior negotiations, representations and agreements, either written or oral.



DEFINITIONS

Wherever used in this Agreement, whether in the singular or in the plural, the following terms shall have the following meanings:

Agreement Execution - means the date on which CONSULTANT executes and enters into an Agreement with CITY to perform the Work.

Agreement Price - means the total monies, adjusted in accordance with any provision herein, payable to the CONSULTANT under this Agreement.

CITY - means a legal entity AUGUSTA, Georgia, a political subdivision of the State of Georgia.

CONSULTANT - means the party or parties contracting directly with the CITY to perform Work pursuant to this Agreement.

Contract - means the Agreement Documents specifically identified and incorporated herein by reference.

Contract Time - means the period of time stated in this Agreement for the completion of the Work.

Subcontractor - means any person, firm, partnership, joint venture, company, corporation, or entity having a contractual agreement with CONSULTANT or with any of its subcontractors at any tier to provide a part of the Work called for by this Agreement.

Supplemental Agreement - means a written order to CONSULTANT signed by CITY and accepted by CONSULTANT, effecting an addition, deletion or revision in the Work, or an adjustment in the Agreement Price or the Contract Time, issued after execution of this Agreement.

Task Order - means a written order specifying a Scope of Services, time of completion and compensation limit for services being provided by CONSULTANT. Task Orders shall be incorporated by reference as part of the Supplemental Conditions of this Agreement.

Work - means any and all obligations, duties and responsibilities, including furnishing equipment, engineering, design, workmanship, labor and any other services or things necessary to the successful completion of the Project, assigned to or undertaken by CONSULTANT under this Agreement.



CONTRACT DOCUMENTS

List of Documents

The Agreement, the General Conditions, the Attachments, and any Supplemental Agreements, including Task Orders shall constitute the Agreement Documents (the “Agreement”).

Conflict and Precedence

The Agreement Documents are complementary, and what is called for by one is as binding as if called for by all. In the event there are any conflicting provisions or requirements in the component parts of this Agreement, the several Agreement Documents shall take precedence in the following order:

1. Agreement – Including Attachments
2. General Conditions
3. Supplemental Conditions – Including Task Orders



GENERAL CONDITIONS

1. COMMENCEMENT OF WORK

The performance of services as defined in the Prime Agreement between CONSULTANT and the CITY, and herein described in this Agreement as Attachment A shall be commenced upon receipt by the CONSULTANT of a written Notice To Proceed. The effective date of services shall be defined in the Notice To Proceed.

2. PROFESSIONAL STANDARDS

The standard of care for all services performed or furnished by CONSULTANT under this Agreement will be the level of care and that is ordinarily used by members of CONSULTANT'S profession practicing under similar conditions.

3. CHANGES AND EXTRA WORK

The CITY may, at any time, request changes in the work to be performed hereunder. All such changes, including any increase or decrease in the amount of the CONSULTANT's compensation, which are mutually agreed upon by and between the CITY and the CONSULTANT, shall be incorporated in written Supplemental Agreements to the Agreement.

Changes that involve an increase in the compensation shall be considered major, and require the approval of the CITY.

4. PERSONNEL

The CONSULTANT represents that it has secured or will secure, at its own expense, all personnel necessary to complete this Agreement; none of whom shall be employees of, or have any contractual relationship with, the CITY. All of the services required hereunder will be performed by the CONSULTANT under its supervision, and all personnel engaged in the work shall be qualified and shall be authorized or permitted under law to perform such services.

All key professional personnel, including subcontractors, engaged in performing services for the CONSULTANT under this agreement are indicated in a personnel listing attached hereto as Attachment C - Listing of Key Personnel and incorporate herein by reference. No changes or substitution shall be permitted in the CONSULTANT's Key Personnel without the prior written approval of the CITY or his designee.

The CONSULTANT shall employ only persons duly registered in the appropriate category in responsible charge of supervision and design of the work. The CONSULTANT shall endorse all reports, contract plans, and survey data. Such endorsements shall be made by a person duly registered in the appropriate category by the Georgia State Board of Registration for Professional Engineers and Land Surveyors, being in the full employ of the CONSULTANT and responsible for the work prescribed by this Agreement.



5. ACCURACY OF WORK

The CONSULTANT shall be responsible for the accuracy of the work and shall promptly correct errors and omissions in its plans and specifications without additional compensation. The CONSULTANT shall give immediate attention to these changes so there will be a minimum of delay to others.

Acceptance of the work by the CITY will not relieve the CONSULTANT of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.

6. CONFIDENTIALITY

The CONSULTANT agrees that its conclusions and any reports are for the confidential use and information of the CITY and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to the CITY, and will only discuss the same with it or its authorized representatives. Upon completion of this Agreement term, all documents, drawings, reports, maps, data and studies prepared by the CONSULTANT pursuant thereto shall become the property of the CITY and be delivered thereto.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of the CITY.

It is further agreed that if any information concerning the PROJECT, should be released by the CONSULTANT without prior approval from the CITY, the release of same shall constitute grounds for termination of this Agreement without indemnity to the CONSULTANT, but should any such information be released by the CITY or by the CONSULTANT with such prior approval, the same shall be regarded as public information and no longer subject to the restrictions of this Agreement.

7. OPEN RECORDS

CONSULTANT acknowledge that all records relating to this Agreement and the services to be provided under the contract may be a public record subject to Georgia's Open Records Act (O.C.G.A. § 50-18-70, et seq.). CONSULTANT shall cooperate fully in responding to such request and making all records, not exempt, available for inspection and copying as provided by law.

8. JURISDICTION

The law of the State of Georgia shall govern the CONTRACT between CITY and CONSULTANT with regard to its interpretation and performance, and any other claims related to this agreement.

All claims, disputes and other matters in question between CITY and CONSULTANT arising out of or relating to the Agreement, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. The CONSULTANT, by executing this Agreement, specifically consents to jurisdiction and venue in Richmond County and waives any right to contest the jurisdiction and venue in the Superior Court of Richmond County, Georgia.



9. TERMINATION OF AGREEMENT FOR CAUSE

If through any cause, the CONSULTANT shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the CONSULTANT shall violate any of the covenants, agreements or stipulations of this Agreement, CONSULTANT will be given the opportunity to commence correction of obligation within 5 days of written notice and diligently complete the correction thereafter. Failure to maintain the scheduled level of effort as proposed and prescribed, or deviation from the aforesaid schedule without prior approval of the CITY, shall constitute cause for termination. The CITY shall thereupon have the right to terminate this Agreement by giving written notice to the CONSULTANT of such termination, and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, maps, data, studies, work papers and reports prepared by the CONSULTANT under this Agreement shall become the property of the CITY, and the CONSULTANT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents, as mutually agreed by the CITY and CONSULTANT.

10. TERMINATION FOR CONVENIENCE OF THE CITY

The CITY may terminate this contract in part or in whole upon written notice to the CONSULTANT. The CONSULTANT shall be paid for any validated services under this Contract up to the time of termination.

11. COORDINATION AND COOPERATION WITH OTHER UTILITIES AND CONSULTANTS

CONSULTANT shall thoroughly research all utility records to identify the existing facilities on the submitted roadway plans for avoidance, or resolution, of conflicts with the proposed Scope of Services.

If the CITY undertakes or awards other contracts for additional related work, the CONSULTANT shall fully cooperate with such other CONSULTANTS and the CITY employees or appointed committee(s), and carefully fit its own work to such additional work as may be directed by the CITY. The CONSULTANT shall not commit or permit any act which will interfere with the performance of work by any other CONSULTANT or by CITY employees.

12. COVENANT AGAINST CONTINGENT FEES

The CONSULTANT warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business and that the CONSULTANT has not received any non-CITY fee related to this Agreement without the prior written consent of the CITY. For breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement Price of consideration the full amount of such commission, percentage, brokerage or contingent fee.



13. RESPONSIBILITY FOR CLAIMS AND LIABILITY

The CONSULTANT shall be responsible for any and all damages to properties or persons caused by its employees, subcontractors, or agents, and shall hold harmless the CITY, its officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever to the extent found to be resulting from the CONSULTANT, its subcontracts, or agent in the negligent performance or non-performance of work under this Agreement. These indemnities shall not be limited by reason of the listing of any insurance coverage.

14. INSURANCE

The CONSULTANT shall, at all times that this Agreement is in effect, cause to be maintained in force and effect an insurance policy(s) that will ensure and indemnify the CITY against liability or financial loss resulting from injuries occurring to persons or property or occurring as a result of any negligent error, act, or omission of the CONSULTANT in performance of the work during the term of this Agreement.

The CONSULTANT shall provide, at all times that this agreement is in effect, Worker's Compensation insurance in accordance with the laws of the State of Georgia.

The CONSULTANT shall provide, at all times that this Agreement is in effect, Insurance with limits of not less than:

- A. Workmen's Compensation Insurance - in accordance with the laws of the State of Georgia.
- B. Public Liability Insurance - in an amount of not less than One Million (\$1,000,000) Dollars for injuries, including those resulting in death to any one person, and in an amount of not less than One Million (\$1,000,000) Dollars on account of any one occurrence.
- C. Property Damage Insurance - in an amount of not less than One Million (\$1,000,000) Dollars from damages on account of an occurrence, with an aggregate limit of One Million (\$1,000,000) Dollars.
- D. Valuable Papers Insurance - in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the Project.
- E. Professional Liability Insurance - in an amount of not less than One Million (\$1,000,000) Dollars or an amount that correlates to the aggregate fee on the project should it exceed \$1,000,000.

CITY will be named as an additional insured with respect to CONSULTANT's liabilities hereunder in insurance coverage's identified in items (b) and (c).

The policies shall be written by a responsible company(s), to be approved by the CITY, and shall be noncancellable except on thirty-(30) days' written notice to the CITY. Such policies shall name the CITY as co-insured, except for worker's compensation and professional liability policies, and a copy of such policy or a certificate of insurance shall be filed with the Director at the time of the execution of this Agreement.



15. PROHIBITED INTERESTS

- 15.1 Conflict of Interest: The CONSULTANT agrees that it presently has no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. The CONSULTANT further agrees that, in the performance of the Agreement, no person having such interest shall be employed.
- 15.2 Interest of Public Officials: No member, officer, or employee of the CITY during his tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- 15.3 Employment of CITY's Personnel: The CONSULTANT shall not employ any person or persons in the employ of the CITY for any work required by the terms of the Agreement, without the written permission of the CITY except as may otherwise be provided for herein.

16. SUBCONTRACTING

The CONSULTANT shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without the CITY's prior written approval of the subcontractor.

All subcontracts in the amount of \$5,000 or more shall include, where possible, the provisions set forth in this Agreement.

17. ASSIGNABILITY

The CONSULTANT shall not assign or transfer whether by an assignment or novation, any of its rights, obligations, benefits, liabilities or other interest under this Agreement without the written consent of the CITY.

18. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the CONSULTANT agrees as follows: (1) the CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin; (2) the CONSULTANT will, in all solicitations or advertisements for employees placed by qualified applicants, receive consideration for employment without regard to race, creed, color, sex or national origin; (3) the CONSULTANT will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provision shall not apply to contracts or subcontracts for standard commercial supplies of raw materials.

19. DRUG FREE WORK PLACE

CONSULTANT shall be responsible for insuring that its employees shall not be involved in any manner with the unlawful manufacture, distribution, dispensation, possession, sale or use of a controlled substance in the workplace. For purposes of the policy, "workplace" is defined as CITY



owned or leased property, vehicles, and project or client site. Any violation of the prohibitions may result in discipline and/or immediate discharge.

CONSULTANT shall notify the appropriate federal agencies of an employee who has a criminal drug statute conviction for workplace violation.

CONSULTANT may require drug or alcohol testing of employees when contractually or legally obligated, or when good business practices would dictate.

20. ANTI-KICKBACK CLAUSE

Salaries of architects, drafters, engineer's, and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. The CONSULTANT hereby promises to comply with all applicable "Anti-kickback" laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

21. AUDITS AND INSPECTORS

At any time during normal business hours and as often as the CITY may deem necessary, the CONSULTANT shall make available to the CITY and/or audit representatives of the CITY for examination all of its records with respect to all matters covered by this Agreement. It shall also permit the CITY and/or representatives of the audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

The CONSULTANT shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement, and for three years from the date of final payment under the Agreement, for inspection by the CITY or any reviewing agencies, and copies thereof shall be furnished upon request at cost plus 10%. The CONSULTANT agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee, or transferee.

22. OWNERSHIP, PUBLICATION, REPRODUCTION AND USE

All documents and materials prepared as an instrument of service pursuant to this Agreement are the property of the CITY. The CITY shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, maps, or other materials prepared under this Agreement without according credit of authorship. The CITY shall hold harmless the CONSULTANT against all claims arising out of such use of documents and materials without the CONSULTANT's knowledge and written consent.

23. VERBAL AGREEMENT OR CONVERSATION

No verbal agreement or conversation with any officer, agent, or employee of the CITY, either before, during, or after the execution of this Agreement, shall affect or modify any of the terms or obligations



herein contained, nor shall such verbal agreement or conversation entitle the CONSULTANT to any additional payment whatsoever under the terms for this Agreement. All changes to this Agreement shall be in writing and appended hereto as prescribed in Article 3 above.

24. INDEPENDENT CONTRACTOR

The CONSULTANT shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute the CONSULTANT or any of its agents or employees to be the agent, employee, or representative of the CITY.

25. NOTICES

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid. Notices shall be addressed as follows:

CITY:

ADMINISTRATOR
AUGUSTA, GEORGIA
530 Greene Street
Augusta, GA 30911

CONSULTANT:

Ardurra Group, Inc.
973 Broad Street, Suite A
Augusta, GA 30901

Copy to:

DIRECTOR
AUGUSTA UTILITIES DEPARTMENT
452 Walker Street; Suite 200
Augusta, GA 30901

26. TEMPORARY SUSPENSION OR DELAY OF PERFORMANCE OF CONTRACT

To the extent that it does not alter the scope of this agreement, Augusta, GA may unilaterally order a temporary stopping of the work, or delaying of the work to be performed by CONSULTANT under this agreement.

27. DEFECTIVE PRICING

To the extent that the pricing provided by CONSULTANT is erroneous and defective, the parties may, by agreement, correct pricing errors to reflect the intent of the parties.

28. SPECIFIED EXCUSES FOR DELAY OR NON-PERFORMANCE

CONSULTANT is not responsible for delay in performance caused by hurricanes, tornadoes, floods, and other severe and unexpected acts of nature. In any such event, the contract price and schedule shall be equitably adjusted.

29. HOLD HARMLESS



Except as otherwise provided in this agreement, CONSULTANT shall indemnify and hold harmless Augusta, GA, and its employees and agents from and against all liabilities, claims, suits, demands, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from the negligent performance of its Work.

30. GEORGIA PROMPT PAY ACT NOT APPLICABLE

The terms of this agreement supersede any and all provisions of the Georgia Prompt Pay Act.

31. RIGHT TO INSPECT PREMISES

Augusta, Georgia may, at reasonable times, inspect the part of the plant, place of business, or work site of CONSULTANT or any subcontractor of CONSULTANT or subunit thereof which is pertinent to the performance of any contract awarded or to be awarded by Augusta, Georgia.

32. E-VERIFY

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

33. LOCAL SMALL BUSINESS LANGUAGE

In accordance with Chapter 10B of the AUGUSTA, GA. CODE, Contractor expressly agrees to collect and maintain all records necessary to for Augusta, Georgia to evaluate the effectiveness of its Local Small Business Opportunity Program and to make such records available to Augusta, Georgia. The requirements of the Local Small Business Opportunity Program can be found at www.augustaga.gov. In accordance with AUGUSTA, GA. CODE § 1-10-129(d)(7), for all contracts where a local small business goal has been established, the contractor is required to provide local small business utilization reports. Contractor shall report to Augusta, Georgia the total dollars paid to each local small business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors as may be requested by Augusta, Georgia. Such documents shall be in the format specified by the Director of minority and small business opportunities, and shall be submitted at such times as required by Augusta, Georgia. Failure to provide such reports within the time period



specified by Augusta, Georgia shall entitle Augusta, Georgia to exercise any of the remedies set forth, including but not limited to, withholding payment from the contractor and/or collecting liquidated damages.

34. ACKNOWLEDGEMENT

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

[SIGNATURES ON FOLLOWING PAGE]



IN WITNESS WHEREOF, said parties have hereunto set their seals the day and year written below:

CITY:

AUGUSTA, GEORGIA (CITY)

BY: _____

PRINTED NAME: Garnett Johnson

AS ITS: **MAYOR**

CONSULTANT:

Ardurra Group, Inc.

BY: _____

PRINTED NAME Joey G. Crews

AS ITS: Southeast Water Practice Director

ATTEST CLERK:

PRINTED NAME: _____

AS ITS: **Clerk of Commission**

DATE: _____

ATTEST:

PRINTED NAME Jeffrey L Duplantis

AS ITS: Client Service Manager

DATE: _____

Copy To:

DIRECTOR
AUGUSTA UTILITIES DEPARTMENT
452 Walker Street, Suite 200
Augusta, GA 30901



CONSULTANT'S RESPONSIBILITIES

CONSULTANT, in order to determine the requirements of the PROJECT, shall review the information in Attachment A – Scope of Services. CONSULTANT shall review its understanding of the PROJECT requirements with CITY and shall advise CITY of additional data or services which are not a part of CONSULTANT's services, if any, necessary for services to begin.

PROJECT UNDERSTANDING

Upon request from the CONSULTANT, CITY may provide all criteria and full information as to CITY's and CONSULTANT'S requirements for this part of the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations. CONSULTANT may request from the CITY to furnish data, reports, surveys, and other materials that may be relied upon in performing CONSULTANT'S services.

REVIEW OF WORK

Authorized representatives of the CITY may at all reasonable times review and inspect the PROJECT activities and data collected under the Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computation prepared by or for the CITY in association with this Agreement shall be subject to review.

The CITY may at any time request progress reports, prints or copies of any work performed under this Agreement. Refusal by the CONSULTANT to submit progress reports and/or plans shall be cause to withhold payment to the CONSULTANT until the CONSULTANT complies with the CITY's request in the regard.

The CITY's review recommendations shall be incorporated into the plans by the CONSULTANT.

CONSULTANT'S INSURANCE

CONSULTANT will maintain throughout this AGREEMENT the following insurance limits as specified in General Condition 14 – Insurance.



CITY'S RESPONSIBILITIES

CITY-FURNISHED DATA

CITY will provide to CONSULTANT all data in CITY's possession relating to CONSULTANT's services on the PROJECT. CONSULTANT will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by CITY.

RIGHT TO ENTER

The CONSULTANT will notify all property owners or occupants of the intent to enter properties for the purpose of accomplishing work in accordance with the practices of the CITY. The CONSULTANT shall discuss with and receive approval from the CITY prior to sending notices of intent to enter private property. Upon request by the CONSULTANT, the CITY will provide the necessary documents identifying the CONSULTANT as being in the employ CITY for the purpose described in the Agreement.

ADVERTISEMENTS, PERMITS, AND ACCESS

Unless otherwise agreed to in the Scope of Services, CITY will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for CONSULTANT's services or PROJECT construction.

TIMELY REVIEW

CITY will examine CONSULTANT's studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as CITY deems appropriate; and render in writing decisions required by CITY in a timely manner.

PROMPT NOTICE

CITY will give prompt written notice to CONSULTANT whenever CITY observes or becomes aware of any development that affects the scope or timing of CONSULTANT's Services, or of any defect in the work of CONSULTANT or construction contractors.

CITY'S INSURANCE

CITY will maintain property insurance on all pre-existing physical facilities associated in any way with the PROJECT.

LITIGATION ASSISTANCE

The Scope of Services does not include costs of CONSULTANT for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by CITY. All such Services required or requested of CONSULTANT by CITY, except for suits or claims between the parties to this AGREEMENT, will be reimbursed as additional services.



ATTACHMENT A – SCOPE OF SERVICES

Article A. Purpose

The purpose of this Scope of Services is to authorize and direct CONSULTANT (Ardurra Group, Inc) to proceed with professional engineering and technical services for the Messerly Wastewater Treatment Plant Evaluation (PROJECT) for the City of Augusta, GA (CITY). The PROJECT generally includes evaluating CITY's Messerly WWTP, developing alternatives and making recommendations that can be implemented to bring the MWWTP into compliance with the current NPDES Permit. The activities that are included are described in Article B. Scope of Services.

Article B. Scope of Services

The CONSULTANT agrees to furnish general professional engineering and technical services for the work related to the study; evaluation; analysis; alternatives development evaluation, and preparation of final report documents. The PROJECT includes the services required to perform the engineering analysis to develop and evaluate alternatives for immediate improvements or modifications to the Messerly WWTP to improve the facility's performance, capability, and reliably to receive, treat, and dispose of current maximum daily, monthly, and peak hour influent flows and loadings in accordance with the facility's effluent discharge permit.

The specific Engineering Services that CONSULTANT agrees to furnish to the CITY for the PROJECT and the Specific Work Tasks are presented below.:

1. Collect, Review and Analyze Influent, Effluent and Process Control Data.
2. Liquid Train Process Capacity Assessment and Expansion Evaluation and Recommendations.
3. Biosolids Treatment, Handling, and Disposal Assessment and Improvement Evaluation and Recommendations.

Each task will include workshops with CONSULTANT Team members and CITY Staff to discuss the issues and needs that have been identified during our evaluations and to solicit input from the CITY. As appropriate, we will perform alternative evaluations of potential improvements and modifications and include a cost/benefit analysis of viable alternatives with operation and maintenance and life cycle assessments. We will develop detailed descriptions of our alternative improvements, any associated cost estimates, and provide drawings and figures as necessary to provide additional clarity.

A detailed description of the scope of services that are proposed for this task is presented below.



Work Task 1 – Collect and Review Existing Information and Data

Work Task 1 involves the collection of all relevant data including hard copies of studies, drawings, reports, etc., as well as documenting the institutional knowledge from CITY Staff. These efforts shall include hosting workshops and meetings with appropriate personnel, evaluations of data collected to determine requirements for additional data needs, field visits, and if needed implementing an additional data gathering plan.

Following the initial project kick-off meeting, we propose holding a workshop with CITY Staff to review the existing background data that the CITY has available and to develop a preliminary schedule for additional workshops and meetings with CITY Staff. We will work with you to collect the information necessary for our assessment including:

- GAEPD NPDES permits, and discharge monitoring reports (DMRs).
- Original design documents to include O&M Manuals.
- Specific historical data, trends, treatment performance and discharge records to include residential and commercial historical flows and loading data and future/proposed industrial growth for impacts on the MWWTP.
- Any additional MWWTP engineering reports that might have been commissioned and produced
- Plant operational data (e.g., influent flow and characteristics, sludge handling data, etc.) for the past 3 to 5 years.

Work Task 2 – Liquid Train Capacity Assessment, Evaluation, and Recommendations

Work Task 2 involves reviewing existing plant operations, ongoing planned improvements for the treatment plant that may affect plant operations and meet with CITY Staff to become familiar with current plant operations, plant limitations and standard operating practices. CONSULTANT will develop an in-house process model of the major unit processes at the Messerly WWTP using our proprietary spreadsheet model. We also will develop a non-proprietary process model of the biological treatment process using the EnviroSim BioWin Wastewater Process Simulation Software. During this task, CONSULTANT will calibrate the models and verify their accuracy using existing performance data to make any adjustments that are necessary to ensure reliable performance and compliance with the discharge permit. We will begin the evaluation with a workshop with the CITY's engineering and operations staff.

CONSULTANT will utilize the two models to quickly develop multiple conceptual value-added alternative treatment scenarios and technologies for optimizing and improving the facility's performance, capability, and reliability to receive, treat, and dispose of current maximum daily, monthly, and peak hour influent flows and loadings in accordance with the facility's effluent discharge permit. Following this, CONSULTANT will hold a workshop with the CITY to further identify potential technological upgrades and refurbishment/replacement to key equipment and unit processes and evaluate the advantages and disadvantages of the improvements. We will examine the overall operational redundancy and reliability of the unit processes and equipment



and identify deficiencies and the need for immediate improvements or modifications to achieve the level of performance to continue to meet the current and known changes to the WWTP's NPDES permit limits. We will coordinate with CITY Staff to develop "what if" scenarios and evaluate other value alternative scenarios with CITY Staff and determine which are viable and which should be eliminated from further analysis. Our Team will coordinate very closely with the CITY's engineering and operations staff to solicit both their ideas and their concurrence on our design assumptions and potential value alternatives.

Throughout this task CONSULTANT will perform an alternative analysis of potential recommended improvements to determine "best value alternatives". This analysis will include developing order of magnitude estimates of the capital and operation and maintenance costs and a 20-year present worth value of the conceptual level design concepts and alternatives for the CITY to review.

Work Task 3 - Biosolids Treatment, Handling, and Disposal Assessment and Improvement Evaluation and Recommendations

In Work Task 3, CONSULTANT will utilize residuals production rates from our two process models, as well as historical data, to estimate the biosolids production rates conditions for the current plant average flow and permitted plant capacity flow. The purpose of this task is to identify if the improvement alternatives identified in Task 2 will significantly change the biosolids production rates.

Work Task 4 - Workshops, Meetings, and Presentations

In Work Task 4, CONSULTANT shall include time for meetings, workshops, and presentations with the CITY's representatives. This task is intended to allow CONSULTANT to meet with CITY Staff to solicit information and data needed to complete the scope of services.

Work Task 5 - MWWTP EVALUATION DELIVERABLE

CONSULTANT will develop a Technical Memorandum (TM) and present it to the CITY to review. The TM will describe the issues being evaluated or assessed and will present the results of the evaluation. They also will include budgetary cost estimates, 20-year present worth capital and O&M evaluations, as appropriate, and CONSULTANT's recommendations.



ATTACHMENT B - COMPENSATION

The CITY shall compensate the CONSULTANT for services which have been authorized by the CITY under the terms of this Agreement.

The CONSULTANT may submit to the CITY a monthly invoice, in a form acceptable to the CITY and accompanied by all support documentation requested by the CITY, for payment for the services which were completed during the billing period. The CITY shall review for approval said invoices. The CITY shall have the right to reject payment of any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined solely by the CITY, are unreasonably in excess of the actual phase of completion of each phase. The CITY shall pay each such invoice or portion thereof as approved, provided that the approval or payment of any such invoice shall not be considered to be evidence of performance by the CONSULTANT to the point indicated by such invoice, or of receipt of acceptance by the CITY of the service covered by such invoice. The CITY shall pay any undisputed items contained in such invoices.

Each invoice shall be accompanied by a letter progress report describing the total work accomplished for each phase and any problems which have been encountered, which may inhibit execution of the work. The CONSULTANT shall also submit an accurate updated schedule, and an itemized description of the percentage of total work completed for each phase during the billing period.

When the CITY authorizes the CONSULTANT to proceed with the work authorized in a Task Order, it agrees to pay the CONSULTANT for work completed, on a lump sum percent complete basis.

Compensation for professional engineering and technical services shall be invoiced based on the sum of all actual costs incurred in the performance of the work, including all direct, payroll, overall and profit cost in an amount not-to-exceed the compensation set forth in the terms of the Agreement or any authorized Task Order. All invoices submitted by the CONSULTANT shall be detailed to reflect incurred expenses, labor hours and costs by authorized Work Task.

Overtime may be performed at the discretion of the CONSULTANT, but the premium time portion of the overtime will not be billed to the CITY unless the CONSULTANT has requested acceleration of the scheduled work in writing.

If CITY authorizes CONSULTANT in writing to proceed with Additional Scope Items



Fee Schedule for Messerly Wastewater Treatment Plant Evaluation		
Project Phases	Unit	Unit Cost
Messerly Wastewater Treatment Plant Evaluation	Lump Sum	\$88,704.00
TOTAL		\$88,704.00



ATTACHMENT C - LISTING OF KEY PERSONNEL

CONSULTANT shall provide qualified personnel to perform its work. The list of key personnel below, including a designated Program Manager will not change or be reassigned without the written approval of the CITY. Those personnel committed for this work are as follows:

Name	Position	Specialty
Jeff Duplantis, PE,	Program Manager	
Jim Kizer, PE,	QA/QC	Wastewater Treatment
Joe Greenburg, PE,	Project Manager	Wastewater Treatment
Andrew Shealy, PE,	Project Engineer	Wastewater Treatment
Aaron Baird, P.E.,	Project Engineer	Wastewater Treatment
Ian Schlosser, EIT,	Project Engineer	Data Collection and Analysis
Tyler Wright, EIT,	Project Engineer	Data Collection and Analysis
Tracy Schmidt	Administrative Assistant	



ATTACHMENT D - SCHEDULE FOR PERFORMANCE

The schedule for the PROJECT within this Consultant Services Agreement is as follows:

Authorization to Proceed	July 1, 2023
Termination of Services	March 1, 2024



CONSULTANT SERVICES

As a part of this Agreement the CONSULTANT agrees to furnish the following checked items (CONSULTANT to initial in the space provided acknowledging responsibility to furnish said item).

Prior to Authorization To Proceed:

- ☒ Detailed Scope of Services based upon Schedule A of this Agreement to be submitted with Cost Proposal clearly defining the CONSULTANT'S understanding of the project limits, design objectives and CONSULTANT'S services to be provided.
- ☒ Cost Proposal that will include cost of surveying, design, preparation of construction plans and specifications, and other services requested in the CITY'S Request for Proposal.
- ☐ Schedule for submittal of review documents at 30%, 60%, and 90% completion; and final documents.

Prior to submitting 30% review documents:

- ☐ Locate all existing utilities using available information collected by the CONSULTANT. The CITY will furnish available information on water and sewer locations however the CONSULTANT must verify to CITY'S satisfaction.
- ☐ Provide CITY with information on the project site(s), including the following:
 - Past and present use of the land (specifically identify any landfilling activities in the area); identify any nearby designated wetlands
 - Soil type(s)
 - Boring results when required by CONSULTANT for new facilities or where depth of line and existing site conditions warrant.
 - Brief description of the area (e.g., residential, commercial, industrial) including general slope of the land, and whether trees, signs, etc. will be in conflict with the new facilities. Include number of properties affected and number of easements required with property owners identified
 - Identification of potential problems in meeting design objectives.
- ☒ Site Plan (If Required)

Throughout project:

- ☒ Prepare printed responses to comments received from the CITY following reviews.
- ☐ Provide the necessary plats for easement acquisition and DOT/other permit application.
- ☐ Prepare Public Works/DOT/Other permit applications for signature by the CITY.
- ☒ Prepare and submit plans to EPD for review and approval when required.



- ☐ Prepare plans and specifications, using *Augusta Utilities Design Standards and Specifications (latest version)*. Specifications must mirror that provided by the CITY.
- ☐ Prepare construction cost estimates at each review stage, 30%, 60%, 90%, and with the submittal of Final documents. Provide cost breakdown for any items to be lump sum in the construction contract.

Upon completion of design:

- ☐ Coordinate with the City Procurement Department to advertise the project.
- ☐ Fax bid information to CITY.
- ☐ Attend the Pre-Bid Meeting as a technical reference to the CITY.
- ☐ Prepare letter of recommendation for award of the contract.
- ☐ Develop conformed contract documents and forward to the CITY for execution.
- ☐ Attend the pre-construction meeting as a technical reference to the CITY.
- ☐ Provide clarification related to the plans/specifications throughout design and construction.
- ☐ Provide record drawings at completion of the project electronically, per the *Utilities Design Standards and Specifications (latest version)*.
- ☐ Provide Services During Construction as follows:
 - Attend project meetings as scheduled by the CITY
 - Recommend design changes as field conflicts arise (site visits may be required)
 - Review and approval of pay requests from the construction Contractor (line of communication will be construction contractor to resident observer to CONSULTANT to CITY)
 - Provide clarification of plans and specifications throughout construction
 - Revise/update plans and/or easement plats as changes occur that require resubmittal to DOT/other agencies.

AUGUSTA UTILITIES DEPARTMENT

BY: _____

PRINTED NAME: _____

TITLE: DIRECTOR

DATE: _____

CONSULTANT

BY: _____

PRINTED NAME: Jeffrey L DuplantisTITLE: Client Service ManagerDATE: 5/24/23



ADDITIONAL SERVICES:

1. Other Services not described above, as approved by the CITY.

NOTE:

It is the responsibility of the CONSULTANT as contracted by the CITY to provide professional surveying and engineering services. It is expected that such professionals will operate in a manner which assures the interests of the common welfare, rather than in a manner which promotes their own financial gain. It is expected that such professionals will act as a faithful agent for the CITY as a client. It is the duty of the CONSULTANT to protect the safety, health and welfare of the public in the performance of their professional duties.



Engineering Services

Meeting Date: 10/31/2023

Particle Industries Change Order

Department:	Utilities
Presenter:	Wes Byne
Caption:	Approve additional fees in the amount of \$10,000 to Particle Industries to cover additional fees incurred for antennas.
Background:	AUD signed a contract with Particle industries two years ago for IoT hardware. Antennas and shipping were not included in the original purchase amount. This additional funding will ratify funding for antennas and shipping costs which were not included in the original contract.
Analysis:	This additional scope is required to satisfy the conditions of the contract.
Financial Impact:	Funding in the amount of \$10,000 is available from accounts: 506043110-5223110
Alternatives:	No alternatives are recommended.
Recommendation:	AUD recommends that these engineering services with Particle Industries be approved.
Funds are available in the following accounts:	Funds are available in the following accounts: 506043110-5223110
<u>REVIEWED AND APPROVED BY:</u>	Wes Byne

CONSTRUCTION CONTRACT CHANGE ORDER

CO NUMBER	1
BID ITEM	SOLE SOURCE
DATE	10/23/2023

PROJECT TITLE DATA LOGGING PLATFORM

ORIGINAL CONTRACT DATE 11/10/2021 **PROJECT NUMBER** N/A

OWNER AUGUSTA, GEORGIA **PO NUMBER** 21AUA183

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

Description of Change (for a more detailed description see attached proposal):
ADDITIONAL FEES INCURRED FOR ANTENNAS

PAYEE PARTICLE INDUSTRIES

TOTAL AMOUNT OF THIS CHANGE ORDER \$ 10,000.00

The contract time will be INCREASED by __ calendar days as a result of this change.

ORIGINAL CONTRACT AMOUNT \$ 131,721.00

PREVIOUS CHANGE ORDER (INCREASE) \$ 0.00

THIS CHANGE ORDER (INCREASE) \$ 10,000.00

TOTAL REVISED CONTRACT AMOUNT WITH CHANGE ORDER \$ 141,721.00

FUNDING NUMBER/ACCOUNT NUMBER 506043110 5223110

PROPOSED BY: _____ DATE: _____
CONTRACTOR

REQUESTED BY: _____ DATE: _____
ENGINEER

SUBMITTED BY:  DATE: 23oct23
DEPARTMENT HEAD

FINANCE ENDORSEMENT: _____ DATE: _____
COMPTROLLER

RECOMMENDED BY: _____ DATE: _____
ADMINISTRATOR

APPROVED BY: _____ DATE: _____
MAYOR

Tess T. Thompson

From: Dionne Glover
Sent: Friday, October 20, 2023 1:50 PM
To: Tess T. Thompson; Wes Byne
Subject: RE: [EXTERNAL] MunicodeMeetings Task Notification

This Municode Agenda has been approved:



Engineering Services

Meeting Date: 10/31/2023

Particle Industries Change Order

Department: Utilities

Presenter: Wes Byne

Caption: Approve additional fees in the amount of \$10,000 to Particle Industries to cover additional fees incurred for antennas.

Background: AUD signed a contract with Particle industries two years ago for IoT hardware. Antennas and shipping were not included in the original purchase amount. This additional funding will ratify funding for antennas and shipping costs which were not included in the original contract.

Analysis: This additional scope is required to satisfy the conditions of the contract.

Financial Impact: Funding in the amount of \$10,000 is available from accounts:
506043110-5223110

Alternatives: No alternatives are recommended.

Recommendation: AUD recommends that these engineering services with Particle Industries be approved.

Funds are available in the following accounts: Funds are available in the following accounts:
506043110-5223110

REVIEWED AND APPROVED BY: Wes Byne

From: noreply@municode.com <noreply@municode.com>
Sent: Friday, October 20, 2023 1:26 PM



Particle Industries, Inc.
325 9th St.
San Francisco CA 94103
United States

Bill To
 Wes Byne
 City of Augusta Utilities
 452 Walker St.
 Ste 200
 Augusta GA 30901
 United States

Ship To
 Wes Byne
 City of Augusta Utilities
 452 Walker St.
 Ste 200
 Augusta GA 30901
 United States

Invoice

Invoice: INV236558
 Customer PO:
 Date: 9/30/2023
 Due Date: 10/30/2023

Shipping Details
 Ship Date: 5/30/2023
 Shipping Method:

Item	Description	Qty	Unit Price	Amount	Tax Rate	Service Start Date	Service End Date
SAAS-PLTFCELL-T2-1MO		12	\$3,010.00	\$36,120.00	0%	10/15/2023	10/14/2024

SENT TO:

OCT 10 2023

ACCOUNTING

Subtotal \$36,120.00

Tax Total \$0.00

Discount

Total \$36,120.00

Amount Due \$36,120.00

September 2023 Billing

Less: antennas, shipping and other
 items that were not in contract per
 Wes Byne

-\$11,120.00

US Domestic customers, pay via Credit Card or Bank Transfer:
[Click here to pay online](#)

Net amount Due: \$25,000.00

ACH/Wire Transfer Instructions:

Silicon Valley Bank
 Beneficiary: Particle Industries, Inc.
 Account #: 3301178964, Routing #: 121140399, SWIFT: SVBKUS6S
 Bank Address: 3005 Tasman Dr, Santa Clara, CA, 95054

All charges must be paid by Sender
 All amounts in US Dollars

Lockbox Address:

Particle Industries, Inc.
 548 Market St.
 PMB 34833
 San Francisco, California 94104

Tess Thompson
 10/10/23

This invoice is governed by Particle's Terms of Service, located here: <https://www.particle.io/legal/terms-of-service>



INV236558



Invoice

Particle Industries, Inc.
325 9th St.
San Francisco CA 94103
United States

Invoice: INV236558
 Customer PO:
 Date: 9/30/2023
 Due Date: **10/30/2023**

Bill To

Wes Byne
 City of Augusta Utilities
 452 Walker St.
 Ste 200
 Augusta GA 30901
 United States

Ship To

Wes Byne
 City of Augusta Utilities
 452 Walker St.
 Ste 200
 Augusta GA 30901
 United States

Shipping Details

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Subtotal \$36,120.00

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Discount

Total \$36,120.00

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September 2023 Billing

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All charges must be paid by Sender
 All amounts in US Dollars

Lockbox Address:

Particle Industries, Inc.
 548 Market St.
 PMB 34833
 San Francisco, California 94104

— looks like \$8,928.32
 in antennas & shipping,
 which were not in contract.
 Does that sound about
 how much the acct is
 short?
 — Wes

This invoice is governed by Particle's Terms of Service, located here: <https://www.particle.io/legal/terms-of-service>



INV236558

1,362.45



Engineering Services

Meeting Date: 10/31/2023

EPD Seed Grant Time Change Order

Department:	Utilities
Presenter:	Wes Byne
Caption:	Approve no-cost time extension to EPD Ag Metering Seed Grant.
Background:	AUD and AED have been coordinating on research partially funded by EPD through the Seed Grant program. We have reached the end of a major experiment and are requesting a 6 month time extension to analyze the data collected. EPD has provided a contract amendment reflecting the time extension. There is no cost associated with the extension.
Analysis:	
Financial Impact:	No additional funding is required.
Alternatives:	No alternatives are recommended.
Recommendation:	AUD recommends that these modifications be approved.
Funds are available in the following accounts:	No additional funding is required.
<u>REVIEWED AND APPROVED BY:</u>	Wes Byne

AMENDMENT 2
WITH
AUGUSTA, GEORGIA
FOR
HIGH FREQUENCY MONITORING AND THE EFFECTS OF AGRICULTURAL
WATER WITHDRAWAL IN THE SAVANNAH AND OGEECHEE RIVER BASINS
SFY2021 REGIONAL WATER PLAN SEED GRANT

THIS MODIFICATION made this 30th day of September 2023, to a pre-existing contract dated July 1, 2020 and amended September 30, 2022, between the AUGUSTA, GEORGIA hereinafter referred to as the “Contractor,” and the ENVIRONMENTAL PROTECTION DIVISION OF THE DEPARTMENT OF NATURAL RESOURCES, STATE OF GEORGIA, hereinafter referred to as the “Division.”

WITNESSETH

WHEREAS, the Contractor and the Division had previously entered into a contract on July 1, 2020, and amended September 30, 2023 (copies of which are attached) which they now desire to modify in certain particulars:

NOW, THEREFORE, it is mutually agreed that the attached contract shall be modified in the following manner:

1. In the contract, For Item 3, Time of Performance, delete the date of September 30, 2023 and substitute in its place March 31, 2024.
2. In the contract, for Appendix A, Scope of Work, delete the existing Appendix A: Scope of

Work – Revision 1 and substitute in its place the attached Appendix A: Scope of Work – Revision 2 which reflects the change of project end date.

3. In the contract, for Appendix B, Project Schedule, delete the existing Appendix B: Project Schedule – Revision 1 and substitute in its place the attached Appendix B: Project Schedule – Revision 2.

IN WITNESS WHEREOF, the parties have hereunto, and to a duplicate hereof of like tenor and effect acting by and through their duly authorized officers or agents, set their hands the day and year first above written.

**The Environmental Protection Division of
the Department of Natural Resources,
State of Georgia**

Augusta, Georgia

BY: _____
Jeffrey W. Cown
Director
Date:

BY: _____
Honorable Garnett Johnson
Mayor
Date:

Attest: _____
Lena J. Bonner
Clerk of Commission

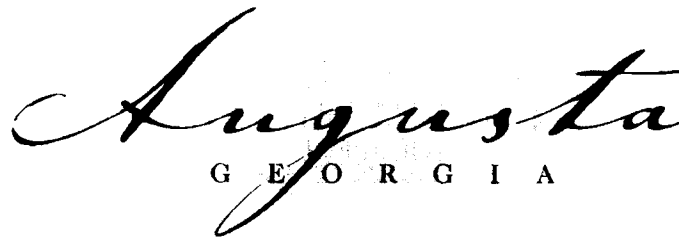


Engineering Services Committee

October 31, 2023

Minutes

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve the minutes of the Engineering Services Committee held on October 10, 2023.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



ENGINEERING SERVICES COMMITTEE MEETING MINUTES

Commission Chamber
Tuesday, October 10, 2023
1:20 PM

ENGINEERING SERVICES

PRESENT

Mayor Garnett Johnson
Commissioner Alvin Mason
Commissioner Catherine Smith-McKnight
Commissioner Tony Lewis
Commissioner Brandon Garrett

1. Approve and authorize Augusta Engineering (AEESD) to submit, accept and receive Georgia Department of Transportation (GDOT) Financial Assistance from GDOT FY2024 Local Maintenance and Improvement Grant (FY2024 LMIG) for Road Improvements & maintenance projects (Listed under Financial Impact Section). Also authorize Augusta Mayor to sign GDOT E-Verify affidavit as need arises. Requested by Engineering.

Motion to approve.

Motion made by Garrett, Seconded by Lewis.

Voting Yea: Mason, Smith-McKnight, Lewis, Garrett

Motion carries 4-0.

2. Approve the continued funding of the current On-Call Field and Laboratory Testing for Soil and Construction Material, and Geotechnical Inspection and Investigation (CMT_Geotech) Services contract in the amount of \$375,000.00 for Broad Street Improvements Project-CMT Phase1. Atlas assigned to Broad Street construction. RFP 19-179 / Requested by Engineering.

Motion to approve.

Motion made by Garrett, Seconded by Lewis.

Voting Yea: Mason, Smith-McKnight, Lewis, Garrett

Motion carries 4-0.

3. Approve \$72,000 for annual funding for the current CNG Stations Maintenance Contract to Atlanta Gas Light Company (AGL). Requested by Engineering. Bid 20-216 The award was for 2 years with an option to extend for 3 additional 1 yr terms. Approved by Commission 5/3/22. 2 year term to expire 5/2/24.

Motion to approve.

Motion made by Garrett, Seconded by Lewis.

Voting Yea: Mason, Smith-McKnight, Lewis, Garrett

Motion carries 4-0.

4. Approve Initial Phase funding for Streambank Stabilization Design, Permitting and Construction Engineering Services Contract to Johnson, Laschober & Associates, PC. (JLA) in the amount of \$163,665 for Rocky Creek Improvements. Requested by Engineering. RFQ 19-152.

Motion to approve.

Motion made by Garrett, Seconded by Lewis.

Voting Yea: Mason, Smith-McKnight, Lewis, Garrett

Motion carries 4-0.

5. Approve entering into an agreement with Jefferson Energy (JE), stating that the City of Augusta will pay for the JE Facility Relocation Cost on McNutt Road Dirt Road Paving Project in accordance with the JE estimate totaling \$214,542.58, subject to verification of prior rights. Also, approve the Utility Relocation Agreement to be executed by the Augusta, Georgia Legal Counsel and the Mayor, and approve payment. Requested by Engineering.

Motion to approve.

Motion made by Garrett, Seconded by Lewis.

Voting Yea: Mason, Smith-McKnight, Lewis

Voting Nay: Garrett

Motion carries 3-1.

6. Motion to approve entering into Construction Agreement with the Georgia Department of Transportation (GDOT) for Barton Chapel Road @ Gordon Highway (SR10/US78) Intersection Improvements Project (PI #0012868). Also authorize Augusta Mayor and Clerk of Commission to execute Construction Agreement and its associated documents (electronic and hard copy). Requested by Engineering.

Motion to approve.

Motion made by Garrett, Seconded by Lewis.

Voting Yea: Mason, Smith-McKnight, Lewis, Garrett

Motion carries 4-0.

7. Approve Worthington Subdivision – Sonic Lift Station Cost Sharing Agreement.

Motion to approve.

Motion made by Garrett, Seconded by Lewis.

Voting Yea: Mason, Smith-McKnight, Lewis, Garrett

Motion carries 4-0.

8. Approve the Dedication of Water and Sanitary Sewer for The Shoppes at the Apex.

Motion to approve.

Motion made by Garrett, Seconded by Lewis.

Voting Yea: Mason, Smith-McKnight, Lewis, Garrett

Motion carries 4-0.

9. Approve the Dedication of Water and Sanitary Sewer for Brookstone North Phase II.

Motion to approve.

Motion made by Garrett, Seconded by Lewis.

Voting Yea: Mason, Smith-McKnight, Lewis, Garrett

Motion carries 4-0.

10. Motion to approve the minutes of the Engineering Services Committee held on September 12, 2023.

Motion to approve.

Motion made by Garrett, Seconded by Lewis.

Voting Yea: Mason, Smith-McKnight, Lewis, Garrett

Motion carries 4-0.

