




ENGINEERING & ENVIR. SVCS. DEPARTMENT

Hameed Malik, Ph.D., P.E., Director

MEMORANDUM

TO: Ms. Geri Sams, Director - Procurement

FROM:  Hameed Malik, Ph.D., PE, Director – Engineering & Environmental Services

DATE: August 8, 2024

SUBJECT: Deans Bridge Road Landfill Active Phase Waste Placement Operation Permit Compliance- Wet Weather Access and Emergency Need to Rent/Lease a Grinder

Augusta Engineering & Environmental Services Department (AEES) is seeking to make an emergency Rent-to-Lease "Horizontal Grinder" purchase from Vermeer Southeast Sales & Services, Inc. (vendor) under Augusta, Georgia Emergency Procurement process. Deans Bridge Road Landfill (Landfill) permit requires providing & maintaining all weather access road up to the active phase of the landfill for waste hauling vehicles so collected solid waste is being disposed at the permitted open phase area. Permit prohibits opening of multiple active phases at same time. At present frequent wet weather causing delays in waste hauling trucks to get to active phase and resulting keep landfill open longer than normal operation hours. Recent frequent wet weather created real challenge that would result in facility being out of compliance if access road long-term maintenance control measures are not taken immediately.

Access road is not a permanent feature and its location changes as active open phase location changes. Hence construction of paved road is not a feasible option. The professional staff (Staff) managing landfill operations explore and evaluate alternate options and determine it is cost effective to use incoming green waste material in stabilizing access road. Accordingly, the Staff recently approached Engineering on-call tree contractors for assisting grinding green waste for use as landfill active phase access road stabilization admix support material/amendment. However, at present on-call tree contractors are not able to assist as needed. Given that, the Staff did market search to find a vendor that can provide needed equipment immediately. Vermeer Southeast Sales & Services (Vermeer) has needed equipment in stock and be at the landfill site quickly. Hence, the Staff planned with the Vermeer to mobilize.

Vermeer is providing rent-to-lease option. Rent is on monthly basis and lease term is forty-eight months. Monthly rent amount is \$48,000 and lease monthly amount is \$13,500. Since the Landfill has continuous need for Vermeer provided equipment, AEES is selecting rent-to-lease option. It is cost effective option, and spreads cost over four-year period, that is manageable through Landfill yearly operational budget.

Please contact me if you have any questions.

Thank you,



/hm

Attachments: Vendor Document

cc: Darrell White & Nancy Williams, Procurement Department
Lewis Avery, Engineering & Environmental Services
Walt Corbin, Oscar Flite, Engineering & Environmental Services
File



Vermeer Southeast Sales & Service, Inc.
 2965 McEver Road
 Buford, GA 30518

QUOTE

Date: 08/08/24

Sales Rep: Kelly Lee

Customer Information:

City of Augusta Public Works
2316 Tobacco Rd
Augusta Ga 30906

Delivered to:

Contact Name: Oscar Flite
 Phone Number: 762-333-5620

Picked up at this Vermeer Store Location:

Confidence Plus Included: **YES**
 Confidence Plus Plan: **CP PREM 24**

Payment method: _____

Qty	DESCRIPTION and SERIAL #	Unit Price	TOTAL
1	Vermeer Demo HG4000G Horizontal Grinder S#1VRJ32A1XR1050040 CAT 536HP T4F/StageV Eng S#N3H01364 Standard infeed chain Axial magnetic drive pulley Series 3 duplex drum Work lights Tiematics Damage defense & Thrown object deflector Weight 46,500lbs 2) 2.5" screens wireless remote control 100 hours	\$ 600,000.00	\$ 600,000.00
1	Confidence Plus Prem 24months unlimited hours plus 1000 hrs maint	\$ 48,828.00	\$ 48,828.00
		SubTotal	\$ 648,828.00
		Tax	
		Total	\$ 648,828.00
		Less Down Payment	
		Balance Due	\$ 648,828.00

THANK YOU FOR YOUR BUSINESS!

TERMS:

All warranties, if any, made with respect to this equipment are those warranties made by the Manufacturer. Dealer makes no warranties express or implied, including, but not limited to, warranties of MERCHANTABILITY AND FITNESS OF A PARTICULAR PURPOSE.

Customer Signature _____

VERMEER SOUTHEAST SALES & SERVICE, INC.

An authorized Vermeer Rental System Dealer, with offices at
2965 McEver Rd Buford GA 30518 (Lessor),

hereby rents to City of Augusta Public Works

with offices at 2916 Tobacco Rd 535 Telfair St (Lessee),

Contact Name: Oscar Flite Contact Number: 762-333-5620

and LESSEE hereby hires from LESSOR, the following Equipment (the equipment), for the approximate rental period and at the rental rate show below, subject to the other terms and conditions of this agreement.

ITEM OF EQUIPMENT AND IDENTIFICATION NO.	APPROXIMATE RENTAL PERIOD	RENTAL RATE			AGREED VALUE
		DAY	WEEK	MONTH	
HG4000G 1VRJ32A1XR1050040	1 month				600,000
<small>LESSEE IS RESPONSIBLE FOR INSURANCE AND MAINTENANCE WHILE EQUIPMENT IS ON RENT. LESSEE MUST FURNISH LESSOR WITH CERTIFICATE OF INSURANCE THAT INCLUDES "ALL RISK" DAMAGE INSURANCE, LIABILITY INSURANCE WITH MINIMUM LIMITS OF \$500,000 SINGLE LIMIT, SHOWS AGREED VALUE OF PHYSICAL EQUIPMENT ON RENT AND LISTS LESSOR AS "LOSS PAYEE" AND "ADDITIONAL INSURED".</small>					

The Equipment will be kept and used by LESSEE at: 4330 Deans Bridge Rd Augusta Ga

LOCATION	DATE	AMOUNT
DELIVERY TO LESSEE AT: <u>Same address as noted above.</u>		48000
PICKED UP (RETURNED TO LESSOR) AT: <u>Vermeer Southeast Marietta Ga</u>		
RENTAL PREPAYMENT FOR:		

	DATE	TIME	HOURLY METER READING
TIME OUT	8/8/24	10:00	100
TIME IN			
TOTAL HOURS			

TAXES	OTHER CHARGES	TOTAL PAYMENT DUE ON DELIVERY
		\$48000

LESSOR AND LESSEE AGREE THAT THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF ARE A PART OF THIS AGREEMENT AND ARE THOROUGHLY UNDERSTOOD.

LESSOR: VERMEER SOUTHEAST SALES & SERVICE, INC. LESSEE: _____
 BY [Signature] BY _____
 DATE 8/8/2024 DATE 8/8/2024

THIS FORM TO BE MADE OUT IN TRIPLICATE, LESSOR RETAINS 1ST & 3RD COPY, LESSEE KEEPS 2ND COPY.



Vermeer Southeast Sales & Service, Inc.



www.vermeersoutheast.com

RENTAL PURCHASE OPTION AGREEMENT (RPO)

LESSOR Vermeer Southeast Sales & Service, Inc.

LESSEE

Machine Information

MFG Vermeer	MODEL HG4000G	SERIAL # 1VRJ32APR1050040
MFG	MODEL	SERIAL #
MFG	MODEL	SERIAL #
MFG	MODEL	SERIAL #

The purpose of this RPO is to define what portion of the rental monies that will be applied to the purchase of the rental machine(s) should the LESSEE choose to execute this agreement. This RPO agreement is in addition to the attached Rental Agreement, and in no way alters any of the terms or conditions of the rental agreement. This agreement applies only to the equipment listed above in the Machine Information section. The purchase price is, as stated on the rental agreement in the machine value section. The machine(s) must be rented from the original date of this agreement up until the time that it is purchased. If either party terminates the rental, prior to the execution of this RPO agreement, the purchase option is also terminated as of that time. **The amount of rental revenues applied toward the purchase price are as follows:**

INITIAL

1. If the LESSEE exercises the option to purchase during the 1st month rental day 1-30, 100% of all rental monies will be applied to the purchase price. _____
2. If the LESSEE exercises the option to purchase during the 2nd or 3rd consecutive month rental days ^{KL}~~31-90, 90%~~ ^{100%} of all accumulated rental monies will be applied towards the purchase price. _____
3. If the LESSEE exercises the option to purchase during the 4th through 6th consecutive month rental days 91-180, 85% of all accumulated rental monies will be applied to the purchase price. _____
4. No monies will be applied to the purchase price if the purchase price option is not exercised by the end of the 6th consecutive month. _____

Terms

Initial rental payments and security deposit are due upon delivery per the Vermeer Southeast Sales & Service, Inc. Rental Agreement. Beginning with the second month's rental, the LESSEE will be invoiced in advance and payment is due no later than the first day of the up-coming rental month. Any payment that is made after this date will be considered late and will render this purchase option NULL AND VOID. LESSEE's parts and service account must be current and in good standing in order to exercise this Rental Purchase Option.

The LESSEE must notify the LESSOR in writing, at the address above, fifteen (15) days prior to exercising this RPO. In order to exercise this RPO agreement, the LESSOR must receive payment in full including any taxes or mutually agreed additional items corresponding to the machine(s)

This agreement in no way gives the LESSEE any right of ownership, until such time as the purchase option is exercised, and balance of monies due under this agreement are paid to LESSOR.

Signing of this agreement by the LESSEE acknowledges that the LESSEE has read and understands the rental agreement as well as this purchase option agreement, and has received copies of both documents at the time of signing.

LESSEE _____ Date 8/8/24 LESSEE's Name (please print) _____

LESSOR [Signature] _____ Date 8/8/2024

Terms and Conditions

1. The rental period shall begin on and include the date of delivery to the LESSEE and shall end on and include the date of return to LESSOR'S business location designated herein. The rental period shall be the rental period shown on the face thereof and if LESSEE retains the Equipment after the expiration of said period this agreement shall be deemed to be extended. Prior authorization must be obtained by LESSEE from LESSOR to extend the rental period. If prior authorization is obtained, the rental rate shall be the same as noted above unless otherwise stated by LESSOR.
2. The LESSEE agrees that the rates provided for in this contract are considered straight time rates based on not more than eight (8) hours per day, forty (40) hours per week, or one hundred seventy-six (176) hours in any one thirty (30) consecutive day period. Should the machinery be used longer than the above specified hours in any specific period, the overtime rate shall be based as follows:

1/8th of the daily rate for each hour worked in excess of eight (8) hours in one day;
1/40th of the weekly rate for each hour worked in excess of forty (40) hours in any one weekly period;
1/176th of the monthly rate for each hour in excess of one hundred seventy-six (176) hours worked in any thirty (30) consecutive day period.

The minimum rental period is one day. The weekly rate applies only if the Equipment is out at least one full week. The monthly rate applies only if the Equipment is out at least thirty days. No allowance will be made for Sunday, holidays, time in transit, or any period of time Equipment may not be in actual use while in LESSEE'S possession, except as provided in paragraph 7.
3. LESSEE shall be liable for and shall reimburse LESSOR for amounts equal to any sales, use, license or registration fees levied or based upon based upon the rentals, or the Equipment, or the use or the operation thereof.
4. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT THE MANUFACTURER OF THE RENTED EQUIPMENT, NOR AN AGENT OF THE MANUFACTURER, AND MAKES NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, AS TO THE RENTED EQUIPMENT, INCLUDING, BUT NOT LIMITED TO WARRANTIES AGAINST PATENT OR LATENT DEFECTS IN MATERIAL, WORKMANSHIP OR EQUIPMENT CAPACITY. FURTHERMORE, LESSOR GIVES NO WARRANTIES AS TO WHETHER THE EQUIPMENT MEETS ANY CERTAIN REQUIREMENTS OF LAW, RULES, SPECIFICATIONS OR CONTRACT TERMS. EQUIPMENT IS RENTED BY LESSEE "AS IS", WITHOUT WARRANTIES EXPRESS OR IMPLIED. LESSOR FURTHER ACKNOWLEDGES THAT LESSEE HAS BEEN PROVIDED THE OPPORTUNITY TO REVIEW ALL OPERATIONS MANUALS AND OTHER MATERIALS PROVIDED BY THE MANUFACTURER AND MAINTAINED AT LESSOR'S PLACE OF BUSINESS, THAT LESSEE HAS INSPECTED THE RENTAL ITEMS AND THAT THE SAME MEET WITH LESSEE'S APPROVAL, ARE SUITABLE TO LESSEE'S INTENDED PURPOSES, AND ARE IN PROPER OPERATING CONDITION UPON DELIVERY.
5. LESSOR shall use reasonable care to see that the Equipment is in proper working condition before delivery to LESSEE. If LESSEE so requests, the Equipment will be operated in LESSEE'S presence at a time and place designated by LESSOR prior to delivery to LESSEE. If the Equipment is shipped to LESSEE and arrives in damaged condition, LESSEE shall note such damage on the bill of lading or any other receipt requested by the transporter and shall immediately notify LESSOR. The acceptance by LESSEE of the Equipment shall constitute an acknowledgement that the Equipment has been received undamaged, in good repair and operating condition except to the extent noted by LESSEE on the bill of lading or other delivery receipt.
6. LESSEE agrees to care for the Equipment properly, to use it within its rated capacity, to restrict its use to LESSEE'S qualified personnel and to prohibit anyone other than LESSOR'S authorized personnel to repair, modify, or adjust the Equipment and to notify LESSOR immediately of accidents, disabilities, failures or like information concerning the Equipment. LESSEE further agrees to pay for all damage to the Equipment resulting from causes from other than normal wear and tear upon receipt of invoice therefor from LESSOR for LESSOR'S costs and expense of repair. LESSEE shall take care of normal needs of the Equipment, including supplying fuel, oil, grease and water, daily checking of general condition, including tires, oil levels, cooling system, water and batteries, recharging batteries, and will perform routine preventive maintenance set forth in the Machine Operator's Manual for the Equipment. LESSOR will provide all other service and maintenance. LESSEE agrees to promptly make the equipment available for inspection and/or servicing WITHIN 24 HOURS of LESSOR's request. If LESSEE requires service at times other than LESSOR'S business hours, LESSEE agrees to pay the difference between LESSOR'S straight time and overtime rates for mechanic's time.
7. In the event the Equipment becomes inoperable for reasons other than accident, improper use or failure of LESSEE to comply with its obligations hereunder, no rental shall be charged for the period of time between actual notice to LESSOR of the inoperable condition of the Equipment and the time when it is returned to service. LESSOR shall not be obligated to furnish substitute Equipment nor shall it be liable for down time or special or consequential damages of any nature whatsoever.
8. LESSEE ASSUMES ALL RISKS AND LIABILITIES ARISING FROM RENTAL AND EXPRESSLY AGREES TO FULLY AND COMPLETELY INDEMNIFY AND HOLD HARMLESS FROM ANY AND ALL CLAIMS, INCLUDING, BUT NOT LIMITED TO CLAIMS OR LIENS ASSERTED FROM LOSS OF OR DAMAGE TO THE EQUIPMENT, BUSINESS LOSSES, PENALTIES, LIABILITIES FOR PERSONAL INJURY OR DEATH AND ALL EXPENSES RELATED THERETO INCLUDING COSTS, PENALTIES, ATTORNEY FEES, HOWSOEVER INCURRED, ARISING FROM THE RENTAL, USE, TRANSPORT, STORAGE OR OPERATION OF SAID EQUIPMENT. LESSEE, at its own expense, shall carry and provide proof satisfactory to LESSOR of adequate public liability insurance against bodily injury, including death, and against property damage shall keep all Equipment insured at its full insurable value against fire and theft and under extended coverage, and shall name LESSOR as loss payee and additional insured.
9. LESSEE agrees, whenever requested by LESSOR, to give LESSOR the exact location of the Equipment covered by this lease and LESSOR and the manufacturer of the equipment shall have the privilege at all times of entering any shop, building, or location where the Equipment is being used for the purpose of inspection. LESSOR shall have the right of removing the Equipment without notice, and terminating this lease if it is being overloaded or taxed beyond its capacity or in any manner abused or neglected. If LESSEE fails to pay any rental or other sum payable hereunder when due, or if LESSEE becomes subject to any state or federal insolvency, bankruptcy, receivership, trusteeship or similar proceeding. If LESSEE shall default in any other term of the Contract, LESSOR may immediately terminate this Contract by notice in writing to LESSEE and repossess all items of Equipment wherever they may be found, but LESSEE shall nevertheless remain liable for all sums then due and unpaid, plus a reasonable amount for attorney's fees and such expenses as may be expended in the repossession of the Equipment and all costs and fees arising from LESSEE'S breach of this agreement. The remedies provided herein in favor of LESSOR shall not be deemed exclusive, but shall be cumulative and shall be in addition to all other remedies in LESSOR'S favor existing at law or in equity. Any notice hereunder shall be deemed sufficiently given if in writing it is delivered to LESSEE personally, or sent by mail addressed to LESSEE at the address set forth upon the reverse side hereof.
10. This is a Contract of rental only and nothing herein conveys to LESSEE any right, title or interest in or to any of the Equipment except as a LESSEE.
11. LESSEE shall not assign this lease or sublet the Equipment. LESSOR shall have the right to assign this lease and/or the rental due hereunder and LESSEE agrees to honor any such assignment in accordance with its terms upon receipt of written notice thereof.

I have read and agree to the above terms and conditions.

LESSEE:

By: _____

Name (print): _____

Dated: 8/8/24

Vendor: **Vermeer Southeast Sales**
 Salesman: **Scott Holder**
 Contact: **Jonathan Hallberg**
 Phone: **(800) 656-6593**
 Fax: **(770) 456-5036**

Application for Financing

This application is for the purpose of obtaining financing for the purchase of equipment from Vermeer Southeast Sales & Service, Inc. All information must be complete to be processed. All information will be held in confidence.

Full Company Name			Federal ID#	
Company Street Address			Phone Number	
City, State and Zip Code			Cell Phone Number	
Principal/Owner Name	Social Security #	Address	Date of Birth	
Principal/Owner Name	Social Security #	Address	Date of Birth	
Type of Business (must check one) <input type="checkbox"/> Corporation State? <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship				Year Started
Trade Reference	Contact Name	Account #	Phone Number	Fax Number
Trade Reference	Contact Name	Account #	Phone Number	Fax Number
Bank Reference	Contact Name	Account #	Phone Number	Fax Number
Finance/Loan Reference	Contact Name	Account #	Phone Number	Amount
Equipment Being Purchased	Serial #		Purchase Price	
Sales Tax		Down Payment	Terms	Total Amount To Finance
<p>I/We hereby authorize Vermeer Southeast Sales & Service, Inc., or its assigns, to obtain credit and/or financial information from the references listed above in order to determine our creditworthiness and/or financial responsibility. I/We further hereby authorize Vermeer Southeast Sales & Service, Inc., or its assigns, to obtain credit reports on the undersigned principals/owners of the company.</p>				
Signature of Principal		Title	Date	
Signature of Principal		Title	Date	