



ENGINEERING SERVICES COMMITTEE MEETING AGENDA

Commission Chamber

Tuesday, September 10, 2024

1:10 PM

ENGINEERING SERVICES

1. Approve adding additional funding to the Memorandum of Understanding (MOU) with the Phinizy Center for Water Sciences to pay for continued services at a cost of \$30,000 quarterly, ratify funding for quarters 1 and 2 2024, and to allow extension of the MOU in 2025 as funds are available.
2. Approve emergency procured rental equipment (Horizontal Grinder) at “Rent-to-Lease” terms from Vermeer Southeast Sales & Services, Inc. for continuity of Environmental Services Waste Intake Operation and keep Solid Waste Facility in compliance with its regulatory permit Operation & Maintenance requirements. Rent is on monthly basis and lease term is forty-eight (48) months. Monthly rent and lease amount is \$48,000 and \$13,517.25, respectively. AE
3. Approve Supplementing Construction Contract of Sediment Dredging and Disposal Construction Services to Waterfront Property Services, LLC Waterfront Property Services, LLC dba Gator for continuation of sediments dredging and including Turknett Spring Sediment Basin area. Also approve supplemental funding in the amount of \$644,000.00 for Turknett Spring Sediment Basin dredging activities. AE/ RFP 20-224
4. 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 \$61,580 for James Brown (Twiggs to Laney Walker) Phase III Improvements Project. MEG assigned to James Brown Phase III construction. AE/ RFP 19-179
5. Approve supplemental funding (SA2) for continued roadway pavement assessment & asset Inventory data verification and analysis to Infrastructure Management Services (IMS) in the amount of \$189,000.00 for Augusta Roadway Infrastructure Pavement System Assessment and Preventive Maintenance Solutions Professional Services Agreement. AE/ RFQ 21-242
6. Approve the deed of dedications, maintenance agreements, and road resolutions submitted by the Engineering Department and the Augusta Utilities Department for Hearthstone Commons.
7. Approve the purchase through a sole source procurement for the replacement of Richmond County’s Rhythm In-Sync Adaptive Signal Timing System for next phase of the TIA Intelligent Transportation System project. Approve funds in the amount of \$567,574.92. Requested by the Augusta Engineering & Solid Waste Department.
8. Motion to Approve the sole source purchase of 2 – Verderflex Hose Pumps in the Amount of \$27,410.00 from J.H. Wright & Associates.

9. Motion to approve the minutes of the Engineering Services Committee held on August 27, 2024.
10. **Update** on the Olive and White Roads re-opening. **(Requested by Commissioner Francine Scott)**



Meeting Name

Meeting Date: 09/10/2024

Updated Memorandum of Understanding – Phinizy Center for Water Sciences

Department: Utilities

Presenter: Wes Byne

Caption: Approve adding additional funding to the Memorandum of Understanding (MOU) with the Phinizy Center for Water Sciences to pay for continued services at a cost of \$30,000 quarterly, ratify funding for quarters 1 and 2 2024, and to allow extension of the MOU in 2025 as funds are available.

Background: Phinizy conducts routine monitoring and maintenance on Augusta’s water quality monitoring equipment, and supports AUD’s and Engineering’s data collection for state grants. This request supplements the MOU to accommodate those costs. The MOU will be extended quarterly until funds are exhausted.

Analysis: Phinizy conducts valuable research and support services for AUD. This partnership is best facilitated through the MOU process, as it allows for easy addition of services as required.

Financial Impact: Funding in the amount of \$120,000.00 is available from accounts:
G/L 506043110-5213119

The MOU will be automatically extended in 2025 if funds are approved in the budget through the same account.

Alternatives: No alternatives are currently recommended.

Recommendation: AUD recommends that this MOU supplement be approved.

Funds are available in the following accounts: Funds are available in the following accounts:
G/L 506043110-5213119

REVIEWED AND APPROVED BY: FWB

TECHNICAL SERVICES CONTRACT CHANGE ORDER

CO NUMBER	4
BID ITEM	
DATE	08/20/2024

PROJECT TITLE MEMORANDUM OF UNDERSTANDING-PHINIZY
ORIGINAL CONTRACT DATE 12/15/2021 **PROJECT NUMBER** _____
OWNER AUGUSTA, GEORGIA **PO NUMBER** P423082

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

Description of Change (for a more detailed description see attached proposal):
MEMORANDUM OF UNDERSTANDING FOR WATER SCIENCES TO PROVIDE STAFF TO
SUPPORT SURFACE WATER QUALITY MONITORING AND OTHER SCIENTIFIC SERVICES
REQUIRED BY STATE AND FEDERAL PERMITS SERVICE

PAYEE PHINIZY CENTER
TOTAL AMOUNT OF THIS CHANGE ORDER \$ 120,000.00

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

ORIGINAL CONTRACT AMOUNT \$ 120,000.00
PREVIOUS CHANGE ORDER (INCREASE) \$ 305,000.00
THIS CHANGE ORDER (INCREASE) \$ 120,000.00
TOTAL REVISED CONTRACT AMOUNT WITH CHANGE ORDER \$ 545,000.00

FUNDING NUMBER/ACCOUNT NUMBER 506043110 5213119

PROPOSED BY: _____ DATE: _____
CONTRACTOR

REQUESTED BY: _____ DATE: _____
ENGINEER

SUBMITTED BY: *FW Byrne* DATE: 20Aug24
DEPARTMENT HEAD

FINANCE ENDORSEMENT: _____ DATE: _____
COMPTROLLER

RECOMMENDED BY: _____ DATE: _____
ADMINISTRATOR

APPROVED BY: _____ DATE: _____
MAYOR

MEMORANDUM OF UNDERSTANDING
between
Augusta, Georgia
and
Phinizy Center for Water Sciences

This Memorandum of Understanding (hereinafter “Memorandum”) made this 19th day of August , 2024, by and between AUGUSTA, GEORGIA, as a political subdivision of the State of Georgia (hereinafter referred to as “Augusta, Georgia” or “Augusta”), as Party of the First Part, and Phinizy Center for Water Sciences (hereinafter referred to as “Phinizy Center”) as Party of the Second Part.

WHEREAS, the Phinizy Center is a professional/Nonprofit partnering entity assisting Augusta Utilities Department (AUD) with the continuation of a comprehensive long-term water monitoring program;

NOW, THEREFORE, as a desire of Augusta and Phinizy Center to coordinate the development and implementation of this program, the parties hereby agree as follows:

UNDERSTANDING:

Augusta, Georgia and Phinizy Center do hereby agree to the following:

1. The **Phinizy Center** will provide services related to design and study of Best Management Practices (BMPs) for water quality monitoring and data assessment. These activities will primarily be conducted through the work of professionals, and these professionals will be approved by Augusta Utilities Department prior to execution of MOU. Activities may include, but not be limited to:

- a. Review of site(s) for water monitoring
- b. Recommendations of preferential monitoring techniques determined by location
- c. Troubleshooting data reporting and / or equipment failure
- d. Coordination with technical support staff in the operation of equipment
- e. Maintenance and replacement of equipment including site visits
- f. Water sampling following standard methods or other agreed upon protocols
- g. Statistical analysis of data time-series
- h. Periodic attendance at professional workshops to discuss the data.

2. The **Phinizy Center** will provide Augusta with a quarterly update for each project task, using format approved by Augusta Utilities Department, for all personnel involved in this project as well as a brief summary of activities conducted. An annual report detailing data collected, and analyzed, along with key findings, shall be presented no later than March 1 of the following year.

3. Monthly invoices for hours expended, as well as any expenses or equipment required in the execution of this MOU shall be submitted as well as a brief description of the intended use as well as an itemized invoice for the item or service. These shall be submitted by the 25th of each month for processing by AUD.

3. Augusta shall contribute funds not to exceed the designated amount of \$30,000 per quarter for this MOU phase. The MOU will continue until funds are exhausted.

4. Upon completion of the activities funded by Augusta, material produced and equipment purchased under this MOU will become property of Augusta. However, with written permission from Augusta Utilities Department, the **Phinizy Center** has rights to use this material for their activities and scientific research purposes but must include Augusta personnel as designated collaborators and the following as proper identification of funding for the project:

“The preparation of this report, map, document, project, etc., was financed in part through a cooperative agreement with Augusta, Georgia / Augusta Utilities Department.”

Together with the month and year, the document was prepared and credit being given to the scientists and personnel involved in the project.

DELIVERABLES:

The **Phinizy Center** agrees to provide to Augusta Utilities Department any requested documentation required under this MOU.

TIME:

This MOU will remain in effect until the funding is exhausted, but not for a period of greater than 24 months unless otherwise amended.

TERMINATION:

Both parties may terminate this MOU at any time by giving of forty-five (45) days written notice of such termination. Upon receipt of such notice of termination, **Phinizy Center** shall

discontinue all work under this MOU. Data gathered and material produced will become property of Augusta.

MISCELLANEOUS:

1. This Memorandum of Understanding shall be controlled by and construed in accordance with the laws of the State of Georgia.

2. Any notice given under this Memorandum shall be deemed given when provided in writing to the following persons:

TO AUGUSTA, GA:

**AUGUSTA UTILITIES DEPARTMENT
ATTN: DIRECTOR OF UTILITIES
452 WALKER STREET, SUITE 200, AUGUSTA, GEORGIA 30901**

**TO: Phinizy Center:
ATTENTION: _____
Address**

This Memorandum of Understanding is the entire agreement between the parties, and may not be amended, except by a writing executed by both parties.

**APPROVED:
Phinizy Center**

AUGUSTA, GEORGIA

By: _____

By: _____

Date: _____

Date: _____

ATTEST: _____

ATTEST: _____

Date: _____

Date: _____

AUGUSTA, GEORGIA

Item 1.

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

PURCHASE ORDER NO.
P423082

REQUISITION/QUOTE NO.
R355673

DATE 02/20/23	DEPARTMENT 043110	VENDOR PHONE # (706) 828-2109	
VENDOR # 23040	E-VERIFY # 775283	EMAIL MATT.ERICKSON@PHINIZYCENTER.ORG	PURCHASE ORDER NUMBER ABOVE MUST APPEAR ON ALL INVOICES, SHIPPING PAPERS, AND PACKAGES.

VENDOR PHINIZY CENTER 1858 LOCK & DAM RD. AUGUSTA, GA 30906	ATTN: CO 2 BID NUMBER: CONTRACT #: 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		MEMORANDUM OF UNDERSTANDING FOR WATER SCIENCES TO PROVIDE STAFF TO SUPPORT SURFACE WATER QUALITY MONITORING AND OTHER SCIENTIFIC SERVICES REQUIRED BY STATE AND FEREAL PERMITS SERVICE ARE IN EFFECT UNTIL THE FUNING IS EXHAUSED AND IS NOT TO EXCEED 24 MONTHS APPROVED BY COMMISSION 9/7/21, ITEM #41 506-04-3110/52-13119	120,000.00	120,000.00
0002	1	EACH		CO1: ADDITONAL SVCS TO PERFORM WATER ANALYSIS FOR EPD PERMITS APPROVED BY ADMINISTRATOR 12/12/22 506-04-3110/52-13119	25,000.00	25,000.00
0003	1	EACH		CO2: ADDITIONAL SVCS TO PERFORM WATER ANALYSIS FOR EPD PERMITS ***CONTINUED***	250,000.00	250,000.00

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

NET TOTAL.....

APPROVED FOR ISSUE

G.A. Sims

REQUISITIONER

PROCUREMENT DIRECTOR

AUGUSTA, GEORGIA

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

Item 1.

PURCHASE ORDER

PURCHASE ORDER NO.
P423082

REQUISITION/QUOTE NO.
R355673

DATE 02/20/23	DEPARTMENT 043110	VENDOR PHONE # (706) 828-2109	
VENDOR # 23040	E-VERIFY # 775283	EMAIL MATT.ERICKSON@PHINIZYCENTER.ORG	PURCHASE ORDER NUMBER ABOVE MUST APPEAR ON ALL INVOICES, SHIPPING PAPERS, AND PACKAGES.

VENDOR PHINIZY CENTER 1858 LOCK & DAM RD. AUGUSTA, GA 30906	ATTN: CO 2 BID NUMBER: CONTRACT #: 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
0004	1	EACH		APPROVED BY COMMISSION 1/17/23, ITEM #23 506-04-3110/52-13119 CO #3: MOU WATER SCIENCES SVANNAH RIVER MONITORING PROJECT 485 HOURS - 4TH QUARTER 2023 APPROVED BY COMMISSION 1/17/23, ITEM #31 506-04-3110/52-12999	30,000.00	30,000.00
				12/20/2023		

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

NET TOTAL.....	425,000.00
APPROVED FOR ISSUE	

REQUISITIONER

PROCUREMENT DIRECTOR



Committee Meeting

Meeting Date: September 10, 2024

Landfill Operation & Compliance

Equipment/Grinder Rent-to-Lease

File Reference: 24-014 (A)

- Department:** Engineering & Environmental Services
- Presenter:** Dr. Hameed Malik, Director
- Caption:** Approve emergency procured rental equipment (Horizontal Grinder) at “Rent-to-Lease” terms from Vermeer Southeast Sales & Services, Inc. for continuity of Environmental Services Waste Intake Operation and keep Solid Waste Facility in compliance with its regulatory permit Operation & Maintenance requirements. Rent is on monthly basis and lease term is forty-eight (48) months. Monthly rent and lease amount is \$48,000 and \$13,517.25, respectively. AE
- Background:** Deans Bridge Road Solid Waste Facility (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. At present frequent wet weather is causing delays in waste hauling trucks to get to active phase and results in keeping the landfill open longer than normal operation hours. Recent frequent wet weather created real challenges that would result in the facility being out of compliance if access road long-term maintenance control measures are not taken immediately. The professional staff (Staff) managing landfill operations explored and evaluated alternate options and determined it is cost effective to use incoming green waste material in stabilizing the 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 and found that Vermeer Southeast Sales & Services (Vermeer) has needed equipment in stock and can provide its delivery immediately.
- Analysis:** Vermeer is providing rent-to-lease option. Rent is on monthly basis and lease term is forty-eight (48) months. Monthly rent amount is \$48,000 and monthly lease amount is \$13,517.25. 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.

Financial Impact: Funds in amount of \$162,207 available in Environmental Services Operations yearly budget.

Alternatives: N/A

Recommendation: Approve emergency procured rental equipment (Horizontal Grinder) at “Rent-to-Lease” terms from Vermeer Southeast Sales & Services, Inc. for continuity of Environmental Services Waste Intake Operation and keep Solid Waste Facility in compliance with its regulatory permit Operation & Maintenance requirements. Rent is on monthly basis and lease term is forty-eight (48) months. Monthly rent and lease amount is \$48,000 and \$13,500, respectively. AE

Funds are available in the following accounts: (\$48,000/monthly rent, \$13,500/lease) - 541044210-58.22110 Solid Waste Operational Funds

REVIEWED AND APPROVED BY: HM/SR



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 mannetic drive pulley Series 3 duplex drum Work lights Tlematics 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:		
	TAXES	
	OTHER CHARGES	
	TOTAL PAYMENT DUE ON DELIVERY	\$48000

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

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.



www.vermeersoutheast.com

RENTAL PURCHASE OPTION AGREEMENT (RPO)

LESSOR Vermeer Southeast Sales & Service, Inc.	LESSEE
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Machine Information

MFG Vermeer	MODEL HG4000G	SERIAL # 1VRJ32A1XR1050040
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

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 OPORTUNITY 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)			Year Started
<input type="checkbox"/> Corporation	State?	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietorship

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
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Finance/Loan Reference	Contact Name	Account #	Phone Number	Amount
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Equipment Being Purchased	Serial #	Purchase Price	
Sales Tax	Down Payment	Terms	Total Amount To Finance

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.

Signature of Principal	Title	Date
Signature of Principal	Title	Date




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

Augusta Engineering Administration
452 Walker Street, Suite 110 – Augusta, GA 30901
Office: (706) 796 – 5040 Fax: (706) 796 -5045
www.augustaga.gov



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	OTHER CHARGES	TOTAL PAYMENT DUE ON DELIVERY
TIME OUT	8/8/24	10:00		
TIME IN				
TOTAL HOURS				

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.



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  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	



Committee Meeting

Meeting Date: September 10, 2024

Construction Services for Lake Sediment Dredging – Turknett Spring

RFP ITEM #20-224

File Reference: 24-014 (A)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve Supplementing Construction Contract of Sediment Dredging and Disposal Construction Services to Waterfront Property Services, LLC Waterfront Property Services, LLC dba Gator for continuation of sediments dredging and including Turknett Spring Sediment Basin area. Also approve supplemental funding in the amount of \$644,000.00 for Turknett Spring Sediment Basin dredging activities. AE/ RFP 20-224
Background:	On November 4, 2020, Augusta Commission awarded waterbodies sediments dredging & disposal contract to Gator Dredging. Augusta Engineering tasked Gator Dredging to dredge sediments from Upper & Lower Lake Olmstead followed by Warren Lake. Tasks also included sediment disposal site preparation, operation & maintenance and stabilization of disturbed areas. All of this work is substantially completed with the exception of placing two-ft (2') clean dirt cap over disposed dredged material. Turknett Spring is another waterbody serving as the sediment basin (basin) for the Highland Water Treatment Plant filter backwash discharge under a regulatory NPDES Permit. This basin is also needing sediments removal to regain its sediment storage capacity and avoid regulatory non-compliance potential enforcement.
Analysis:	Removal of sediments from Turknett Spring sediment basin is a regulatory compliance requirement. The basin is not providing needed retention time for sediments to settle, that is creating a discharge permit compliance issue. In addition, its sediment removal is important for safety of adjacent residential & commercial areas. It is Augusta Engineering determination that supplementing Turknett Spring Sediment Basin dredging to in-progress dredging work is a cost effective & timely option. Waterbody dredging requires specialized skills & equipment and Gator Dredging possess both. Gator Dredging is the only contractor previously submitting proposals for such work (20-244).
Financial Impact:	Funds in amount of \$644,000.00 (AUD/\$322,000 + AE/322,000) available in following accounts. 1) Augusta Utilities: 507043410-5425110/ 8090040-5425110

2) Augusta Engineering: Engineering SPLOST8-Lake Dredging & Maintenance.

Alternatives:

1). No Alternate proposed. Continuity of services for sediments removal at Turknett Spring Basin is essential for its regulatory permit compliance.

Recommendation:

Approve Supplementing Construction Contract of Sediment Dredging and Disposal Construction Services to Waterfront Property Services, LLC Waterfront Property Services, LLC dba Gator for continuation of sediments dredging and including Turknett Spring Sediment Basin area. Also approve supplemental funding in the amount of \$644,000.00 for Turknett Spring Sediment Basin dredging activities. AE/ RFP 20-224

Funds are available in the following accounts:

(\$644,000) < \$322,000 – 507043410-54.25110/8090040-54.25110>

<\$322,000 – 330041140- 54.14910/222830911-54.14910>

REVIEWED AND APPROVED BY:

HM/SR



13630 50th Way North
Clearwater, FL 33760
Phone: 727-527-1300 Fax: 727-527-1303

Quote
PO # TBD
Date
8/19/2024

Hameed Malik, PE, Director of Engineering
 City of Augusta - Engineering Administration
 452 Walker Street, Suite 110
 Augusta, GA 30901

Project Name: Dredging - City of Augusta Turknett Spring Pond - WTP Backwash Lagoon

Description of work: The City of Augusta has identified a sediment build-up in the water plant backwash pond, known as Turknett Spring Pond, see attached exhibit A. The pond is located near Hiram Road. The accumulated sediment will be removed mechanically and transported within the site to previopusly constructed dewatering cells for final disposal left in place. Payment will be paid upon mobilization monthly (approximately 3 months duration). Gator Dredging proposes to provide the following services:

1. Mechanical Dredging of accumulated sediment
2. Placement of dredged sediment into existing on-site dewatering cells
3. Pre-post sediment elevation exhibit for calculation of volume removed for payment

City will provide:

1. All permits necessary to perform work (if necessary)
2. Brush-hogging of site prior to our work
3. Removal and capping of existing weirs from dewatering cells, if required.
4. Access to the Lagoon from all gates surrounding site
5. All restoration of landscaping, sidewalk, asphalt, or any other disturbances (if necessary)

Item	Description	Qty	Rate	Amount
1	Mobilization	1	\$85,000.00	\$85,000.00
2	Dredging	43,000	\$13.00	\$559,000.00
			Total	\$ 644,000.00



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: Monday, August 26, 2024

SUBJECT: Construction Services for Lake Dredging – Turknett Spring Sediment Basin
 Lake Dredging Contract Supplement Work
 Regulatory Permit Compliance
 RFP 20-224
 File Reference: 24-014(A)

Augusta Engineering (AE) is seeking to supplement Turknett Spring Sediment Basin sediments dredging to the in-progress Lake sediments dredging and disposal contract (RFP20-224) to keep the basin in compliance with its regulatory flow discharge permit. Following paragraphs state reasoning for extending contract and proceed with Turknett Spring Sediment Basin sediments removal.

Removal of sediments from Turknett Spring sediment basin is regulatory compliance requirement. Turknett Spring Sediment Basin receives filter backwash discharge, containing solids, from Augusta Highland Water Treatment facility. This discharge is permitted/regulated under state NPDES General Permit. Solids settle at Turknett Spring by gravity. This process requires incoming discharge extended retention time in the basin. Presently the Basin is filled with sediments and its storage capacity is near full. The basin is not providing needed retention time for sediments to settle, that is creating discharge permit compliance issue. Hence, it is likely current state of the basin will yield non-compliance status soon. It is AE determination that supplementing Turknett Spring Sediment Basin dredging to dredging work in-progress is cost effective and timely option, and Gator Dredging is the only contractor previously submitting proposals for such specialized work (20-244). AE estimated that such action will yield cost saving of approximately one (1) million dollars. Cost saving comes from contractor's site-specific operation setup and low dredging cost due to the Gator's recent local experience dredging comparable waterbodies such as Hiers Ponds and Lake Aumond.

Gator Dredging is under contract providing waterbody dredging services to AE. AE is seeking to supplement Turknett Spring sediment basin dredging to the in-progress sediments dredging and disposal contract so the basin sediments holding capacity can be regained in a timely manner.

Thank you.

/hm

cc: Darrell White & Nancy Williams, Procurement Department
 June Hamal, AED Construction Manager and Program Delivery Lead
 File

1 | 2 Page



Committee Meeting

Meeting Date: September 10, 2024

James Brown (Twiggs St. to Laney Walker) Phase III Improvements-
 GDOT PI #013707

Construction Material Inspection and Testing, Construction Monitoring and Quality Assurance/
 Quality Control

File Reference: 24-014(A)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	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 \$61,580 for James Brown (Twiggs to Laney Walker) Phase III Improvements Project. MEG assigned to James Brown Phase III construction. AE/ RFP 19-179
Background:	The Project is phase 3 of James Brown Blvd. Streetscaping improvements Project. The Project is listed in the Augusta Metropolitan Planning Organization (MPO) TIP. The Project cost is partially paid by FHAW federal funds as a cost sharing project. The purpose of Phase III is to repair delinquent sidewalk and streetscape features along James Brown Boulevard from Twiggs Street to Laney Walker Boulevard. Alternatively, this project will bring the deficient pedestrian facilities within the project boundary into compliance with the Americans with Disabilities Act (ADA), and also serve to beautify and create a consistent façade for the James Brown Boulevard corridor. Project construction phase is under contract and Augusta Engineering (AE) is about to commence construction.
Analysis:	On February 6, 2024 Augusta Commission awarded James Brown (Twiggs to Laney Walker) Improvements contract to JHC Corporation. Field and Laboratory Testing for Soil and Construction Material, and Geotechnical Inspection and Investigation Services are integral parts of construction activities to ensure improvements quality control and quality assurance (QA/QC), and construction per design. QA/QC is essential to ensure Federal FHWA funds utilization requirements compliance. MEG is under contract for such services.
Financial Impact:	Funds are available in amount of \$61,580 in Engineering SPLOST8-Emergency Construction

Alternatives: 1. Do not approve and find alternative way to provide required CMT_Geotech, Construction QA/QC Services and meet GDOT/FHWA construction QA/QC requirements.

Recommendation: 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 \$61,580 for James Brown (Twiggs to Laney Walker) Phase III Improvements Project. MEG assigned to James Brown Phase III construction. AE/ RFP 19-179

Funds are available in the following accounts: (\$61,580) 330-041110-54.14110 / 222830902-54.14110 - SPLOST 8 On-Call Construction

REVIEWED AND APPROVED BY: HM/SR



August 7th, 2024

Ms. June Hamal
Associate Director Construction & Program Delivery
Augusta Engineering Department
452 Walker Street, Suite 110
Augusta, Georgia, 30901

**Re: *Proposal for Construction Materials Testing & Engineering Services
James Brown Blvd (Twiggs Street to Laney Walker Blvd) – Phase III Project***

Dear Ms. Hamal:

Pursuant to your email request on August 7th, Matrix Engineering Group, Inc. {MATRIX} is pleased to submit our proposal for the provisions of Construction Materials Testing Services for the James Brown Blvd (Twiggs Street to Laney Waker-Blvd) Phase III project. Based on the total schedule of 180 calendar days (estimate 130 works days), and the construction drawings that were provided, Matrix will perform the materials testing services for a total estimated fee of **Sixty-One Thousand, Five Hundred and Eighty Dollars (\$61,580)**, as shown in Table 1.

Matrix inspectors utilize a proprietary, cloud-based reporting, scheduling, and document management system {*Matrix | Sequence*}, that connects the construction team to the project's Schedule of Special Inspections (SSI). This robust tool uniquely synchronizes the entire construction team on our findings including a dynamic open item record that gives a barometer of the status of the various inspections. Our staff also leverages *Filio*, a cutting edge, geospatial photo management software that captures and geo-tags photographs which document the inspected activities. Through machine learning and artificial intelligence, the photographs are searchable by date and type of activity or observation.

We appreciate the opportunity to submit this proposal and look forward to providing the testing services on these important and exciting projects.

Sincerely,

MATRIX ENGINEERING GROUP, INC.

Naser Ackall, ICC
Field Services Coordinator
naser@matrixengineeringgroup.com

Sam Alyateem, PE
Principal
samp@matrixengineeringgroup.com

\\ZMATRIX\drive_m\1.0 MATRIX PROJECTS FOLDER\2.0 Matrix Proposals\1.0 CMT\James Brown Blvd - Phase III\CMT Proposal for James Brown Blvd on 8 7 24.doc

INTRODUCTION

This proposal is presented for the provisions of Construction Materials Testing Services for the James Brown Blvd (Twiggs Street to Laney Waker-Blvd) Phase III project. Our scope includes soils testing, reinforcing steel inspections, bearing capacity determination, GAB testing, asphalt documentation, subgrade evaluations, related laboratory testing and Professional Engineer consulting and recommendations.

SCOPE OF SERVICES

Our scope of services was developed to meet the testing requirements, as defined by the project specifications and GDOT specs and guidelines. The following sections detail our scope of services. The most cost-effective services will be achieved through our strategic allocation of experienced manpower, our quality approach to providing the required services, and our competitive rates.

CONSTRUCTION MATERIALS TESTING SERVICES

- Monitor and document progress of work on daily basis and schedule construction inspections as required by the project specifications
- Subgrade evaluation of existing materials: Proof-roll and/ bearing capacity evaluation
- Geotechnical Engineer to provide evaluation & recommendations for Stabilization, as needed
- Monitoring of over excavation and quantification
- Backfill monitoring and testing of structural fill
- Backfill monitoring and testing of pipe backfill on storm drain lines, water lines and site walls
- Subgrade inspections of finished grades for pavements and sidewalks on both sides of the roadway
- Concrete testing on sidewalks on both sides of the roadway (8' wide and 6' wide), and Curbs/Gutters, and structures.
- GAB Compaction testing and Proof-roll testing
- Laboratory testing
 - Soil Proctors tests
 - GAB Proctors
 - Asphalt testing
 - Concrete Testing
 - Gradations
- Professional Engineer for report review, consultation, site visits and recommendations

COMPENSATION

The following table provides a breakdown of the costs associated with the requested inspection and testing services. It is anticipated that inspections will be required on a daily basis. In developing the following budget, we have taken into consideration the overlapping nature of the construction activities. Therefore, it is impractical to separate the costs of testing services for each individual task. We have estimated the testing budget based on the estimated construction schedule and the required inspection services. Any additional services that may be required will be based on the unit fees provided in the Schedule of Fees and upon your prior authorization. Matrix will perform the materials testing services for a total estimated fee of **Sixty-One Thousand, Five Hundred and Eighty Dollars (\$61,580)**. The work will be billed on a monthly basis in accordance with our annual contract with the City of Augusta.

**TABLE 1:
 SCHEDULE OF FEES – CONSTRUCTION MATERIALS TESTING**

DESCRIPTION OF SERVICES	QUANTITY X UNIT PRICE	COST (\$)
<u>ITEM 1 – Senior Tech for Construction Materials Testing:</u> <ul style="list-style-type: none"> • Attendance of weekly site meetings • Subgrade evaluations • Soil Backfill monitoring • Soil Backfill Compaction Testing • Bearing Capacity Evaluations • GAB Testing • Nuclear Gauge Density testing • Asphalt Temperature Determination 	4 hrs/day x 130 days x \$62*/hr	\$32,240.00
<u>ITEM 2 – Staff Engineer & Professional Engineer:</u> <ul style="list-style-type: none"> • Staff Engineer for documentation of construction activities • Geotechnical Engineer to provide evaluations and recommendations for stabilization • Geotechnical Engineering Consultation & Recommendations • PE for Report Review and Certification of Reports 	2 hrs/day x 130 days x \$85/hr 1 hr/wk x 26 weeks x \$115/hr	\$22,100.00 \$2,990.00
<u>ITEM 3 – Laboratory Testing for Soils / Asphalt</u> <ul style="list-style-type: none"> • Soil Standard Proctors • Gradations • Atterberg Limits • Asphalt Specific Gravity Testing 	LUMP SUM	\$1,250.00
<u>ITEM 4 – Laboratory Testing for Concrete Cylinders</u> <ul style="list-style-type: none"> • Concrete Cylinder Pick-Ups & transportation to lab • Compressive Strength Testing 	LUMP SUM	\$3,000.00
Estimated Maximum Fee:		\$61,580.00

**The total does not include costs associated with re-testing of areas that fail to meet the project specifications upon initial inspection, nor any additional assignments that are requested by the owner that are beyond the scope of work provided herein. All testing services are assumed to occur during regular work hours. Services exceeding 40 hours per week and work on weekends will be billed at 1.5 times the hourly rates listed above. Shop Visits are not included in this estimate.*

***Senior Technician rate is based on daily rate of \$496 divided by 8 hours*



**RFP 19-179 On-Call Construction Material Inspection and Testing,
Construction Monitoring and Quality Assurance/Quality Control and
Geotechnical Inspections and Investigations
for Augusta, GA – Engineering Department
RFP Due: Friday, March 29, 2019 @ 11:00 a.m.**

Total Number Specifications Mailed Out: 10
Total Number Specifications Download (Demandstar): 8
Total Electronic Notifications (Demandstar): 125
Georgia Procurement Registry: 448
Mandatory Pre-Qualifications Conference Attendees: N/A
Total Number Mailed to Local Vendors: 3
Total packages submitted: 9
Total Noncompliant: 0

VENDORS	Attachment "B"	E-Verify	Save Form	Addendum 1	Fee Proposal	Original	7 Copies
CSRA TESTING & ENGINEERING 1005 EMMETT STREET, SUITE A AUGUSTA, GA 30904	Yes	138689	Yes	Yes	Yes	Yes	Yes
NOVA ENGINEERING 3900 KENNESAW 75 PKWY SUITE 100 KENNESAW, GA 30144	Yes	124398	Yes	Yes	Yes	Yes	Yes
MC SQUARED INC 1275 SHILOH RD NW SUITE 2620 KENNESAW, GA 30144	Yes	228126	Yes	Yes	Yes	Yes	Yes
WOOD 2677 BUFORD HWY ATLANTA, GA 30324	Yes	44372	Yes	Yes	Yes	Yes	Yes
ATC 1453 GREENE STREET AUGUSTA, GA 30901	Yes	46692	Yes	Yes	Yes	Yes	Yes
GMC 1450 GREENE STREET, SUITE 505 AUGUSTA, GA 30901	Yes	425070	Yes	Yes	Yes	Yes	Yes
MATRIX ENGINEERING 3459 WRIGHTSBORO RD, SUITE B AUGUSTA, GA 30909	Yes	46339	Yes	Yes	Yes	Yes	Yes
S & ME 1527 CRESCENT DRIVE AUGUSTA, GA 30909	Yes	53285	Yes	Yes	Yes	Yes	Yes



**RFP 19-179 On-Call Construction Material Inspection and Testing,
Construction Monitoring and Quality Assurance/Quality Control and
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VENDORS	Attachment "B"	E-Verify	Save Form	Addendum 1	Fee Proposal	Original	7 Copies
EMC ENGINEERING 4424 COLUMBIA RD, SUITE B MARTINEZ, GA 30907	Yes	324715	Yes	Yes	Yes	Yes	Yes



Committee Meeting

Meeting Date: September 10, 2024

Pavement Management System and Preventive Maintenance Solutions

For Augusta Roadway Infrastructure

RFQ 21-242

File Reference: 24 – 014(A)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve supplemental funding (SA2) for continued roadway pavement assessment & asset Inventory data verification and analysis to Infrastructure Management Services (IMS) in the amount of \$189,000.00 for Augusta Roadway Infrastructure Pavement System Assessment and Preventive Maintenance Solutions Professional Services Agreement. AE/ RFQ 21-242
Background:	Augusta Engineering (AED) is actively seeking data-driven decision-making processes for implementing a proactive Pavement Management Program (PMP). Since 2019, AED reviewed various pavement management technologies and discussed implementation options with subject matter experts (SME). AED Current PMP is budget driven. Total miles of road paved per year are subject to budget availability. AED maintains road paving list and set paving priority based on road conditions, safety and use. List consists of roads identified by AED, neighborhood representatives, Augusta Commissioners, and area other elected officials. In 2021, AED transitioned to PMP utilizing outsourced pavement data collection process for pavement condition index that can be used prioritizing road resurfacing and pavement preservation to enhance recently paved or constructed road good life. On April 19, 2022, Augusta Commission awarded these specialized services agreement to Infrastructure Management Services (IMS).
Analysis:	On April 19, 2022, Augusta Commission awarded roadway pavement condition assessment & asset inventory specialized services contract to Infrastructure Management Services (IMS). First phase of field data collection is complete, however, data quality assurance/quality control review revealed that additional field verification and data analysis is warranted. In addition, since collection of first data set, new tools/technology with enhance pavement data evaluation capabilities become available and utilizing these new tools/technology is beneficial & cost effective for continuity of Augusta Pavement Assessment & Preventative Maintenance.

Financial Impact: Funds in amount of \$189,000.00 available in Engineering SPLOST8-roadway resurfacing funds.

Alternatives: No alternate proposed. Continuity of services is essential for completing Augusta's Roadway Pavement Management Program.

Recommendation: Approve supplemental funding (SA2) for continued roadway pavement assessment & asset Inventory data verification and analysis to Infrastructure Management Services (IMS) in the amount of \$189,000.00 for Augusta Roadway Infrastructure Pavement System Assessment and Preventive Maintenance Solutions Professional Services Agreement. AE/ RFQ 21-242

Funds are available in the following accounts: (\$189,000) 330-041110-54.14110 / 222830908-54.14110 - SPLOST 8-Roadway Resurfacing

REVIEWED AND APPROVED BY: HM/sr

**AUGUSTA-RICHMOND COUNTY
ENGINEERING DEPARTMENT
SUPPLEMENTAL AGREEMENT**

Augusta Richmond County Project Number(s):	330-041110-52.12115/222830908-52.12115
Supplemental Agreement Number:	2
Purchase Order Number:	22ENG166

WHEREAS, We, Infrastructure Management Services entered into a contract with Augusta-Richmond County on May 18, 2022, for Engineering Design Services for **Pavement System Assessment & Preventative Maintenance Solutions for Augusta Roadway Infrastructure**, and

WHEREAS, certain revisions to the design requested by Augusta-Richmond County are not covered by the scope of the original contract, we desire to submit the following Supplemental Agreement to-wit:

For Continued roadway Pavement Assessment & Asset Inventory data verification and analysis

It is agreed that as a result of the above described modification the contract amount is increased by **\$189,000.00** from **\$506,049** to a new total of **\$695,049.00**.

Any modifications to submittal dates shall be as identified in the attached proposal. This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

NOW, THEREFORE, We, Infrastructure Management Services, hereby agree to said Supplemental Agreement consisting of the above mentioned items and prices, and agree that this Supplemental Agreement is hereby made a part of the original contract to be performed under the specifications thereof, and that the original contract is in full force and effect, except insofar as it might be modified by this Supplemental Agreement.

This _____ day of _____, 2024.

RECOMMEND FOR APPROVAL:

CITY OF AUGUSTA-RICHMOND COUNTY
AUGUSTA, GEORGIA

Infrastructure Management Services

Mayor Garnett L. Johnson

Approved: Date _____

Approved: Date _____

[ATTACHED CORPORATE SEAL]

ATTEST: _____

ATTEST: _____

Title: _____

Title: _____



Augusta-GA 2024 Road Condition and
Asset Inventory

Quotation

Opportunity ID: 24-08-05152



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8/23/2024

Augusta-Richmond County
 Mohamed Mahgoub
 Email: mmahgoub@augustaga.gov
 Phone: 706-821-4851

Re: Augusta-GA 2024 Road Condition and Asset Inventory

Dear Mohamed,

IMS Infrastructure Management Services (IMS) is pleased to present this quotation for a roadway pavement condition survey for Augusta-Richmond County as an addendum to the current contract. As an industry leader with four decades of pavement and asset management experience, we enable data-driven decision-making, ensuring that your agency's maintenance and rehabilitation funding results in the highest return on investment.

Our project approach is based on four principles:

- **Starting with the end in mind.** We are committed to understanding your agency's goals and objectives for this project. We work side-by-side with our clients to ensure all project goals are met and provide high-quality deliverables on time and within budget.
- **Confident, informed decision-making.** Accurate data provides the foundation for pavement management analyses, which identify the most appropriate maintenance or rehabilitation activity for each roadway pavement.
- **Maximizing return on investment.** When you choose IMS, you gain a dedicated partner. Backed by decades of experience, our support results in better outcomes and translates to enhanced funding justification and more strategic allocation of existing funding.
- **Providing smart, end-to-end solutions.** We provide professional services powered by end-to-end software, enabling your agency to review and visualize data confidently and easily.

We look forward to delivering this project successfully. Please do not hesitate to contact me with any additional questions at (854) 458-7052 or by email at cfarley@icc-ims.com.

Best Regards,
 IMS Infrastructure Management Services

Chris Farley

Chris Farley, CSM



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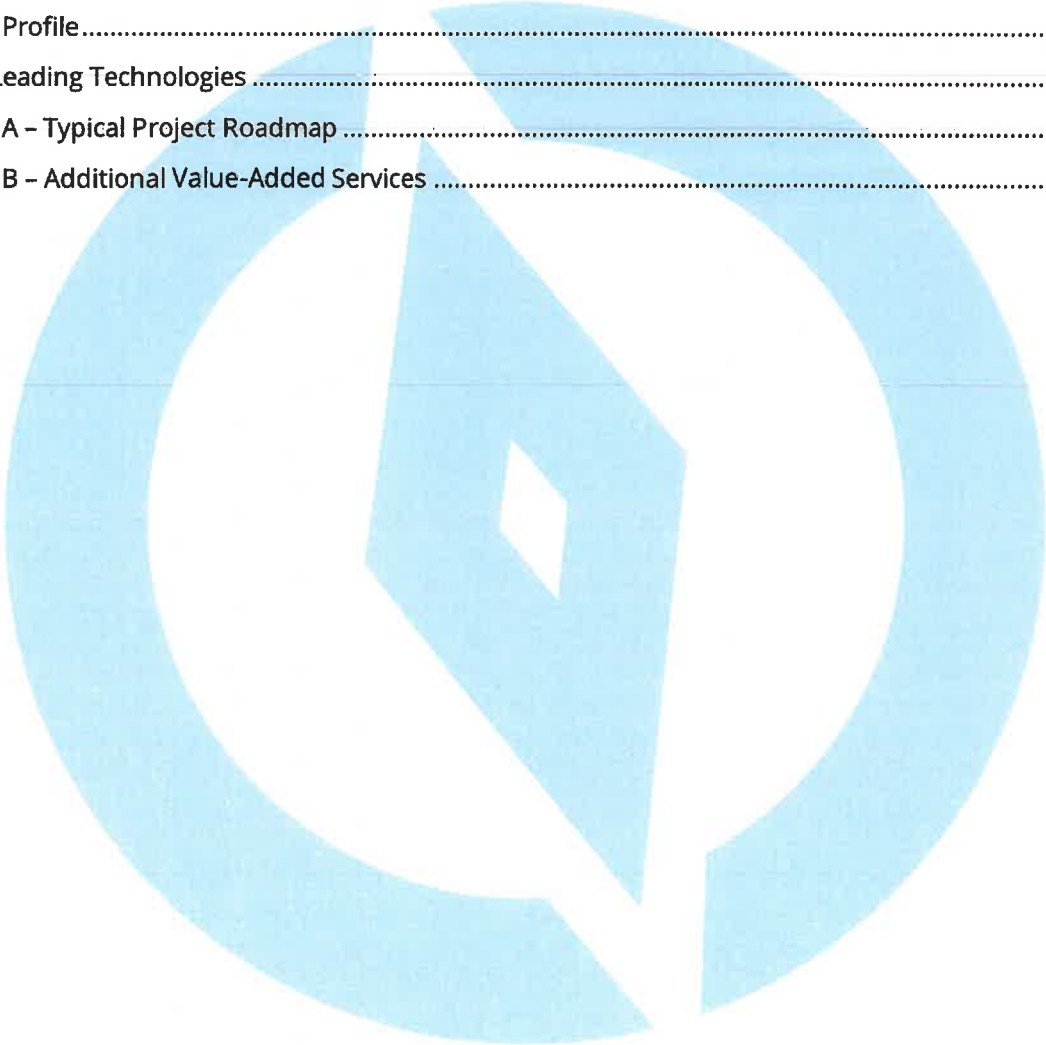


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Project Overview

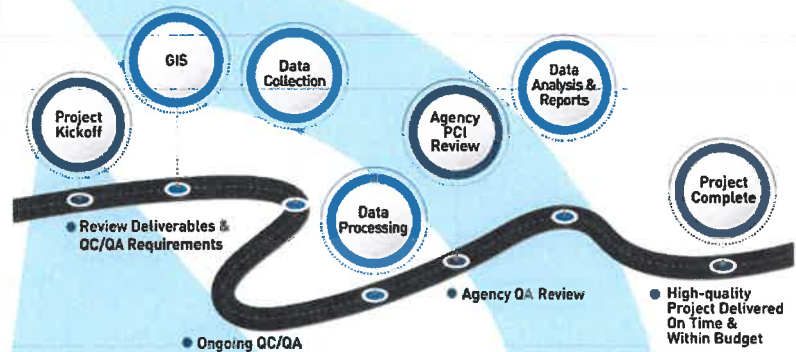
The primary objective of this project is to collect 1,080 test miles of roadway condition data. To ensure adequate coverage across the roadway network, we survey roads with greater than three lanes in both directions and all remaining roads in one direction. Our project roadmap, shown in the figure below, has evolved over the years and reflects our team's collective experience of successfully delivering thousands of similar projects. (See Appendix A for more details on each step in our project roadmap.)

The pavement condition survey will be performed with an IrisPRO Pave™ data collection system. The IrisPRO Pave™ collects georeferenced, high-resolution 3D imagery of the pavement surface, spherical right-of-way imagery, and longitudinal and transverse profile measurements.

Collected data are processed to quantify the type, severity, and quantity of pavement surface distresses, including cracking and rutting. Pavement roughness values are reported following the International Roughness Index (IRI) method. Processed data are delivered in both an Excel spreadsheet and a geodatabase. Roadway imagery is published to our Inform™ online data visualization platform for easy review and reference by agency staff.

An asset inventory will also be performed using the right-of-way imagery. The following asset types will be inventoried following a similar data dictionary and scope of work as performed in the previous cycle, but with suitable clarifications and enhancements to improve data quality as mutually agreed:

1. Pavement Markings - Point
2. Pavement Striping - Linear
3. Sidewalk/Curb Ramps
4. Curb & Gutter
5. Traffic Signals and Flashers
6. Sign Supports



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Deliverables

01

Roadway Pavement Condition Data

Reported in an Excel spreadsheet and a geodatabase.

02

Easy Street Analysis (ESA) of Roadway Pavements

- Easy Street Analysis (ESA) pavement management spreadsheet
- Customizable prioritization and deferred cost analysis over 10-year timeframe
- ESA training session (two hours) via Teams

03

Ten (10) Year, Network-Level Pavement Management Plan

04

Inform™ Online Data Viewer

Enables convenient, browser-based viewing of collected data and imagery. The quoted price includes data hosting and software access for unlimited agency users for 5 years.

05

Additional Value-Added Services

If applicable, based on our discussions with you, this budgetary estimate includes information and pricing on additional value-added services, described in more detail below.



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Quotation

Augusta-GA 2024 Road Condition and Asset Inventory

This offer expires on 9/27/2024. Note: The final fee and scope of work depends on confirmation of test miles to be surveyed and analysis and reporting requirements.

Budgetary Estimate					
Name	Qty.	Units	Price	Disc.	Total Price
Project Setup and Kickoff	1	Lump Sum	\$2,462.00		\$2,462.00
Project Management	1	Lump Sum	\$1,000.00		\$1,000.00
GIS Review and Survey Extents Verification	1,080	Test Miles	\$1.75		\$1,890.00
Mobilization/Calibration	1	Lump Sum	\$4,500.00		\$4,500.00
Field Data Collection - IrisPRO Pave	1,080	Test Miles	\$55.00		\$59,400.00
Pavement Management Report	1	Lump Sum	\$3,500.00		\$3,500.00
Data Processing: Enhanced ASTM D6433 (Including QC/QA) - According to Standard Data Dictionary	1,080	Test Miles	\$20.00		\$21,600.00
Asset Inventory - Pavement Markings - Point	1,080	Test Miles	\$11.50		\$12,420.00
Asset Inventory - Pavement Striping - Linear	1,080	Test Miles	\$11.50		\$12,420.00
Asset Inventory - Sidewalk/Curb Ramps	805	Test Miles	\$18.00		\$14,490.00
Asset Inventory - Curb & Gutter	805	Test Miles	\$18.00		\$14,490.00
Asset Inventory - Traffic Signals and Flashers	350	Test Miles	\$18.00		\$6,300.00
Asset Inventory - Sign Supports	1,080	Test Miles	\$23.00		\$24,840.00
Easy Street Analysis (ESA) Pavement Management Plan (PMP)	1	Lump Sum	\$8,500.00		\$8,500.00
Ladybug Image Delivery and Table (per camera view)	1,080	Test Miles	\$1.10		\$1,188.00
Inform Web Hosting (90 days included at no charge)	1,080	Miles per year	\$1.20	100%	\$0.00
			Total Price:		\$189,000.00
Continued on page 7					



Optional Add-ons *The following line items will be activated upon approval of the Augusta Engineering dept and are not included in total price above.					
Inform Web Hosting	1,080	Miles per year	\$1.20		\$1,296.00
Inform - 800 to 1,200 lane miles	1	Year	\$6,000.00		\$6,000.00
Easy Street Analysis Support	1	Year	\$1,000.00		\$1,000.00
Contingency Reserve	1	Lump Sum	\$20,000.00		\$20,000.00

If the City chooses to execute this contract addendum, IMS will apply 50% of the asset inventory balance from the current contract, or \$74,757.25, as a down payment towards the above services. For clarity, upon payment of the outstanding balance of \$149,514.50 for assets and \$13,300.75 for pavement, IMS will credit \$74,757.25 towards this addendum, making the balance to be paid for the new work only **\$114,242.75**.

The quantity of miles for asset extraction can vary by +/-10% at no change in the total cost shown in the table above.

Easy Street Analysis Support includes both technical support and routine updates to ESA such as treatment costs, added/removed segments, and analysis extracts. It does not include re-running analysis or performing new analysis.



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Company Profile

IMS Infrastructure Management Services – now powered by International Cybernetics Company (ICC) – has revolutionized roadway infrastructure management since 1975. With the 2022 merger of IMS and ICC, the IMS team of infrastructure consultants is now backed by ICC's industry-leading data acquisition technologies. We take pride in having one of the industry's largest fleets of advanced pavement, sidewalk, and right-of-way asset data collection systems.



Over the past five years, we have made a \$5 million investment in enhancing our Unify™ software suite, solidifying our position as an industry leader in providing fully integrated, end-to-end data collection, processing, and visualization tools. Our advanced systems – combined with our rigorous approach to quality control – empower us to generate unparalleled data quality while setting the industry benchmark for the fastest turnaround time. The actions that we have taken over the past five years illustrate our continued commitment to improving data quality while simultaneously reducing data collection costs for our clients.

We offer the following pavement management services:

- Automated and semi-automated pavement condition assessments.
- Non-destructive pavement testing and analysis.
- Pavement management system implementation and training.
- Pavement management plan development and presentation.

In addition to pavement management services, IMS offers complementary services such as:

- Right-of-way asset inventory development using 360-degree imagery and mobile Lidar.
- Sidewalk and Americans with Disabilities (ADA) compliance surveys.
- Data visualization services using dashboards, StoryMaps, and web applications built on GIS.

Welcome to the new era of infrastructure management, where consulting services are powered by advanced technologies. **Together, IMS – now powered by ICC – are paving the way forward!**



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Industry-Leading Technologies

IrisPRO Pave™

The pavement condition survey will be performed using an IrisPRO Pave™ data collection system. The IrisPRO Pave™ is equipped with industry-leading data acquisition technologies, including an inertial profiler, a second-generation Laser Crack Measurement System (LCMS-2), a FLIR Ladybug5+ 30MP 360-degree camera, and an iXBlue A7 or OxTS INS with DGPS.



Inform™ Online Data Viewer

The Inform™ data viewer is an easy-to-use, browser-based, cloud-hosted tool for reviewing pavement condition data and associated imagery. Inform™ presents the data in a map-based environment, enabling agencies to review all collected pavement data, including cracking, rutting, and roughness. The Inform™ viewer is fast, intuitive, and reduces the need for field visits.



"Inform has not only met but also surpassed our expectations. It is quick, exceptionally responsive, requires no IT involvement, and is incredibly user-friendly for individuals of all levels."

- Robert Bush, Program Manager, Arizona DOT



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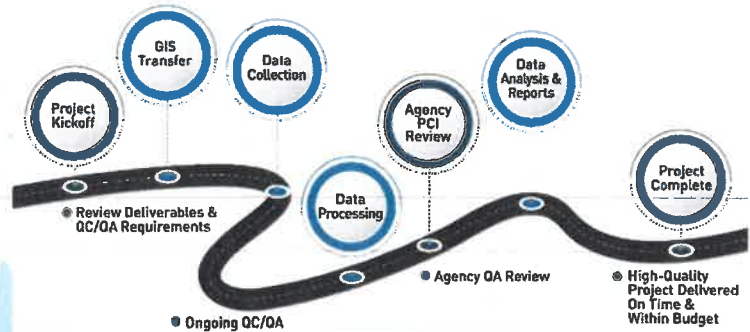
APPENDIX



Appendix A – Typical Project Roadmap

Step 1: Project Kickoff

The IMS project manager schedules a kickoff meeting with your agency's project team to review the project scope, schedule, and fee. The IMS project manager ensures that the IMS team and agency stakeholders clearly understand the goals and objectives of the project.



Step 2: GIS Linkage and Survey Map Development

Following the kickoff meeting, IMS' GIS team reviews the agency's roadway network and verifies the roadways to be collected. The agreed-upon roadway network is loaded into ICC Drive™ software, which defines the pavement network segmentation and attribution to be collected and delivered.

Step 3: Data Collection

The pavement condition survey is performed with an ICC IrisPRO Pave™ data collection system. Georeferenced, high-resolution 3D imagery of the pavement surface, spherical right-of-way imagery, and longitudinal and transverse profile measurements are collected.

Step 4: Data Processing

The collected data are processed using ICC Connect™ software to quantify the type, severity, and quantity of pavement surface distresses, including cracking and rutting. Pavement roughness values are reported using the International Roughness Index (IRI) method.



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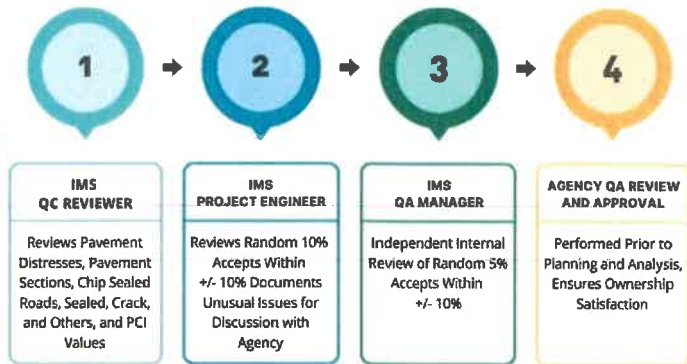


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Step 5: Multi-step QC/QA IMS has developed a unique approach to pavement condition surveys by coupling the power of automated algorithms with manual review of distress data by trained and certified pavement raters. All data is manually reviewed by our QC team, then reviewed by our QA manager, and lastly, submitted to the agency for final review and acceptance. This rigorous QC/QA process provides an added measure of confidence that the pavement condition data is accurate.

Comprehensive Data Quality Management



Step 6: Data Analysis & Reports

- **Comprehensive Analysis**
Our data analysis is thorough and tailored to provide insights that drive decision-making.
- **Detailed Reporting**
We deliver comprehensive reports that are clear, concise, and customized to your reporting standards.

Step 7: Project Closeout

Project deliverables will be sent to you for final approval and acceptance. Once accepted, we will facilitate a final project close-out meeting with you, where we will present our findings and recommendations. This workshop-style meeting is an opportunity to clarify any final questions and discuss other ways IMS can support your pavement management program in the future.



10630 75th Street
Largo, FL 33777



+1 727-547-0696



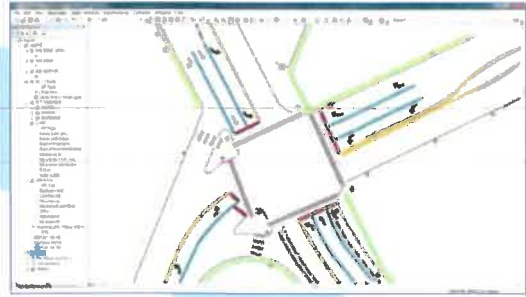
www.icc-ims.com



Appendix B – Additional Value-Added Services

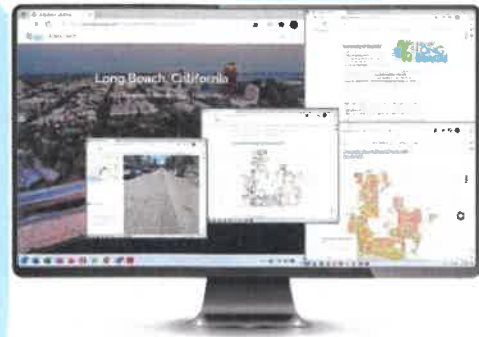
Right of Way (ROW) Asset Collection (e.g., signs, markings, curb, and gutter, etc.)

Imagery collected during the pavement condition survey can be used to build ROW asset inventories and condition assessments for signs, sign supports, curb and gutter, sidewalks and multi-use trails, ADA ramps, pavement markings and striping, traffic signals, trees, and many others. While we offer multiple methods for collecting ROW asset data, which is a primary component of half of all our projects, this is the most efficient.



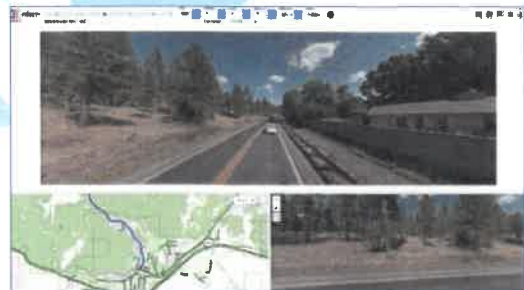
Web-based GIS Visualization via StoryMaps and Dashboards

Easy-to-use and easy-to-maintain web-based, geocentric StoryMaps and Dashboards can be built to serve not only internal staff but also constituents. These tools provide a dynamic way to present complicated information visually. StoryMaps and Dashboards may be configured for use within the agency for coordinating projects across departments or for presentation to the public to promote transparency and trust.



Inform™ Data Hosting

IMS offers a convenient, web-based tool for reviewing pavement condition data and associated imagery. Our cloud-hosted visualization and analysis software Inform™ enables agencies to review collected pavement and asset data. The software is fast, intuitive, and is the simplest way to make valuable photolog images available to every user. **Ninety (90) days of complimentary hosting is included with all IMS projects.** Competitive pricing for data hosting in year two and beyond is available upon request.



10630 75th Street
Largo, FL 33777



+1 727-547-0696



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Structural Testing with a Fast-Falling Weight Deflectometer (FastFWD)

IMS offers additional pavement testing techniques to enhance decision-making and project prioritization.

The FastFWD applies a dynamic load to the pavement surface to measure structural capacity and pavement layer stiffness values.

We integrate the structural index (SI) as a component of each roadway's final PCI to help you better predict future performance and fine-tune rehabilitation activities, such as determining when to reconstruct vs. mill and overlay.



Sidewalk, Trail, and Parking Lot Surveys with a Sidewalk Surface Tester (SST)

We deploy our Sidewalk Surface Testers (SST) for capturing sidewalk inventory and condition data, SSTs may also be deployed to collect data for narrow alleys, parking lots, bike paths, and multi-use trails. SST surveys yield comprehensive sidewalk condition data that may be used in combination with lidar pedestrian curb ramp data to develop detailed ADA transition plans. With the evolving Prowag requirements, it is critical for agencies to have a plan in place for routinely assessing the condition of and proactively maintaining their pedestrian walkways.



Mobile Lidar for Pedestrian Curb Ramp Assessments

Mobile Lidar is deployed to supplement ROW inventory surveys by creating a 3D point cloud from which measurements can be extracted. Our mobile lidar system collects 1.2 million points per second, resulting in extremely dense point clouds. The integrated Ladybug5+ camera captures high-resolution spherical imagery at defined intervals. Using the lidar point cloud, IMS can efficiently take detailed measurements of pedestrian curb ramps.



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Largo, FL 33777



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Roadway Friction Testing

Friction testing is a critical element of roadway safety inspections. Adequate friction can help reduce accidents and save lives. In the last five years alone, we have successfully completed 174 friction testing projects. The friction of the pavement surface is measured in accordance with ASTM E274 and incorporates a ribbed tire in accordance with ASTM E501 for studies of the left wheel path at each site.



In-Person (or Virtual) Council Presentations

IMS is often asked to develop and deliver a council presentation to educate council members and the public on the concepts of pavement management and the results of the surveys, health of the roadway network and recommendations as a value-added service. We work collaboratively with agency staff to develop highly focused presentations that layout the existing state of the agency's roadways and the funding required to meet the agency's goals and objectives.



Customized Written Reports and Specialty Maps

IMS will prepare all project documentation, including a draft and final summary report of the findings and conclusions as part of the project. Additional analyses and specialty maps may be added to the final report to enhance the ability of the agency to communicate existing pavement conditions, forecasted conditions, and M&R needs and priorities.



10630 75th Street
Largo, FL 33777



+1 727-547-0696



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Software “Needs Assessments,” Training, and Technical Support

IMS performs software needs assessments for agencies to determine the pavement management system that will best meet the agency’s needs. We also provide software training as a value-added service. We review the agency’s existing IT structure, program goals, and user skillsets to make a recommendation on what pavement management software will best meet the need. Ongoing technical support is another popular value-added service available regardless of software.



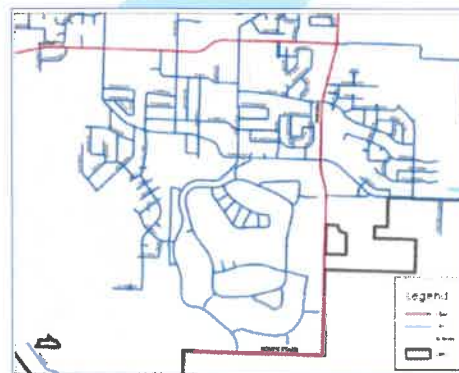
GIS “Clean-up” Services – No GIS... No Problem!

IMS reviews the integrity of the agency’s GIS to ensure that segmentation conforms to pavement management best practices and that the existing attribution is correct. Our team of GIS technicians and analysts assist agencies in validating their GIS and modifying it, when necessary, to meet pavement management goals and objectives. Developing pavement-specific GIS layers is often necessary for reporting pavement conditions in a logical, easy-to-understand format.



Roadway Functional Class Review

IMS reviews the functional classification and characteristics of the agency’s roadway network to make any necessary adjustments to highway, road, and street classifications. Understanding the volume of traffic and associated traffic loads is critical in determining the appropriate maintenance and rehabilitation activity for each roadway pavement.





Committee Meeting

Meeting Date: September 10, 2024

DEDICATION OF: HEARTHSTONE COMMOMS

FILE REFERENCE: 23-005(A)

- Department:** Engineering & Environmental Services
- Presenter:** Dr. Hameed Malik, Director
- Caption:** Approve the deed of dedications, maintenance agreements, and road resolutions submitted by the Engineering Department and the Augusta Utilities Department for Hearthstone Commons.
- Background:**

The final plat for Hearthstone Commons was approved by the Commission on March 15, 2022 . The subdivision design and plat for this section, including the storm drain system, have been reviewed and accepted by our engineering staff and the construction has been reviewed by our inspectors.

The Utilities Department has inspected and reviewed the water and sanitary sewer installations, and hereby requests acceptance of the utility deed.
- Analysis:**

This section meets all codes, ordinances and standards. Portions of this subdivision lie within the 100-year flood plain and wetlands, which are noted on the final plat.

Acceptance of said utility deed shall dedicate, as required, the water and sanitary sewer mains along with the applicable easements to Augusta, Georgia for operation and maintenance.
- Financial Impact:**

By accepting this road and storm drainage installations into the County system and after the 18-month maintenance warranty by the developer/contractor for the roads and storm drainage has expired, all future maintenance and associated costs will be borne by Augusta, Georgia.

By acceptance of the utility deed and maintenance agreement, all future maintenance and associated costs for water and sanitary sewer installations will be borne by Augusta, Georgia, and positive revenue will be generated from the sale of water and sanitary sewer taps and monthly billing of same.
- Alternatives:**
 1. Approve the deed of dedication, maintenance agreement, and road resolutions submitted by the Engineering Department and Augusta Utilities Department for Hearthstone Commons.

2. Do not approve and risk litigation.


Recommendation: Approve Alternative Number One.


Funds are available in the following accounts: N/A

REVIEWED AND APPROVED BY: HM/WC

MEMORANDUM

To: Hameed Malik, P.E., PhD
Director of Engineering

Through: Brett Parsons, Principal Engineer Land Development 

From: Richard A. Holliday, Lead Design Engineer 

Date: August 16, 2024

Subject: Certificate of Completion
Dedication of Hearthstone Commons
File reference: 23-005(A)3

A final inspection has been conducted on the above referenced development. This development meets the standards and specifications set forth in the Augusta-Richmond County Development Regulations Guidelines outlined in the Land Development and Stormwater Technical Manuals. The submitted Deed of Dedication and 18-Month Warranty Agreement reads appropriately, with the language in both documents meeting criteria for dedication of the roadway systems and drainage systems within. The final plat was previously accepted by the Commission on March 15, 2022. Therefore, these development dedication documents are ready to present to the Commission for acceptance into the City's infrastructure system.

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

RAH

Attachment

cc: Walt Corbin, P.E., Engineering Manager
Carla Delaney, Interim Director of Planning and Development
Kevin Boyd, Development Services Manager
File

PLAT 12-17-43
 RECORD PLAT
 HEARTHSTONE COMMONS
 CITY OF BOSTON, MASSACHUSETTS
 DISTRICT OF SOUTH BOSTON

RECORD PLAT
 HEARTHSTONE COMMONS
 CITY OF BOSTON, MASSACHUSETTS
 DISTRICT OF SOUTH BOSTON

PLAT 12-17-43
 RECORD PLAT
 HEARTHSTONE COMMONS
 CITY OF BOSTON, MASSACHUSETTS
 DISTRICT OF SOUTH BOSTON

EASEMENT DATA

NEW EASEMENT PLAT
 TO ADJUTANT GENERAL'S OFFICE
 AND STATE POLICE DEPARTMENT

ESWIM No. 7
 ESWIM No. 8
 ESWIM No. 9
 ESWIM No. 10
 ESWIM No. 11
 ESWIM No. 12

RECORD PLAT
 HEARTHSTONE COMMONS
 CITY OF BOSTON, MASSACHUSETTS
 DISTRICT OF SOUTH BOSTON

HRC
 Surveying, Inc.

100 STATE STREET, SUITE 200
 BOSTON, MASSACHUSETTS 02109
 TEL: 617-552-1111

SHEET 1 OF 5

GENERAL NOTES
 1. THIS PLAT IS A REVISION OF PLAT 12-17-43.
 2. THE EASEMENTS SHOWN HEREON ARE FOR THE
 ADJUTANT GENERAL'S OFFICE AND THE STATE
 POLICE DEPARTMENT.
 3. THE EASEMENTS ARE SHOWN IN RED ON THE
 PLAT.
 4. THE EASEMENTS ARE TO BE CONVEYED BY
 DEED TO THE ADJUTANT GENERAL'S OFFICE
 AND THE STATE POLICE DEPARTMENT.
 5. THE EASEMENTS ARE TO BE CONVEYED TO
 THE ADJUTANT GENERAL'S OFFICE AND THE
 STATE POLICE DEPARTMENT BY DEED.



STATE ENGINEERING BOARD
 ALL CONDITIONS AND RECORDS
 ALL DRAWINGS SHALL BE MADE BY
 THE ENGINEER

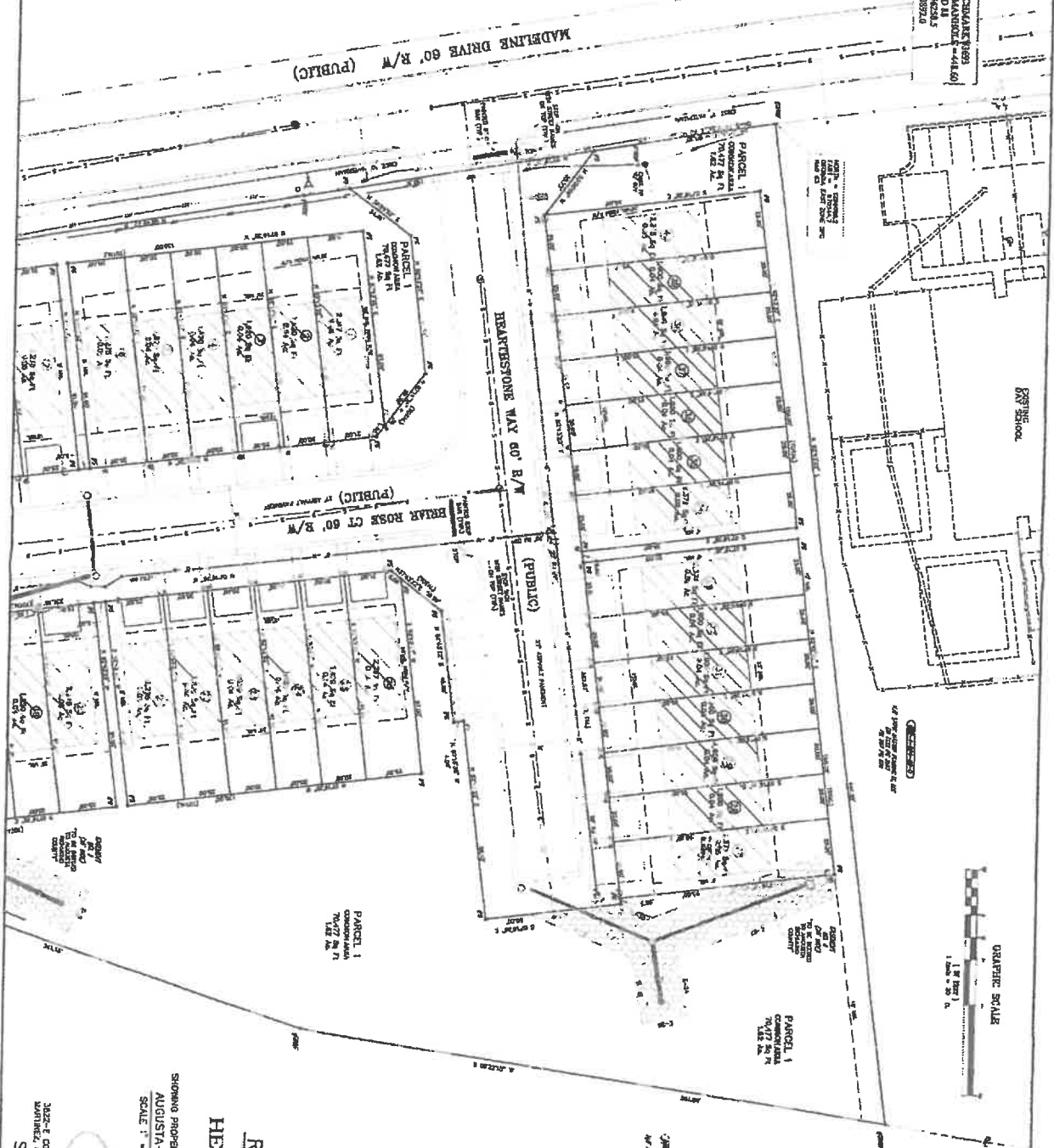
NOTARY PUBLIC
 STATE OF MASSACHUSETTS
 My commission expires on _____



D: PLAT B: 17 P: 48 05/13/2022 11:39 AM
Doc # 2022024556 Page 2 of 3

Doc # 2022024556
05/13/2022 11:39 AM
D:\Projects\2022\2022024556\2022024556.dwg
Author: [unclear]
Checked: [unclear]
Title: [unclear]

BENCHMARK 1981
TOP MARKER - 444.60
NAVD 83
N 125.00 E
2.0000 FT



RECORD PLAT
OF
HEARTHSTONE COMMONS

SUBDIVISION PROPERTY LOCATED LOCATED OFF MADELAINE DR
AUGUSTA-RICHMOND COUNTY, GEORGIA

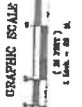
SCALE 1" = 20'
PREPARED BY
AUGUST 20, 2021

H&C
Surveying, Inc.
3222-E COMMERCIAL COURT P.O. BOX 21155
DORHAM, GA 30217 PHONE (770) 683-5443

SHEET 2 OF 3



D: PLAT B: 17 P: 49 05/13/2022 11:39 AM
Doc # 2022024556 Page 3 of 3



RECORD PLAT
OF
HEARTHSTONE COMMONS

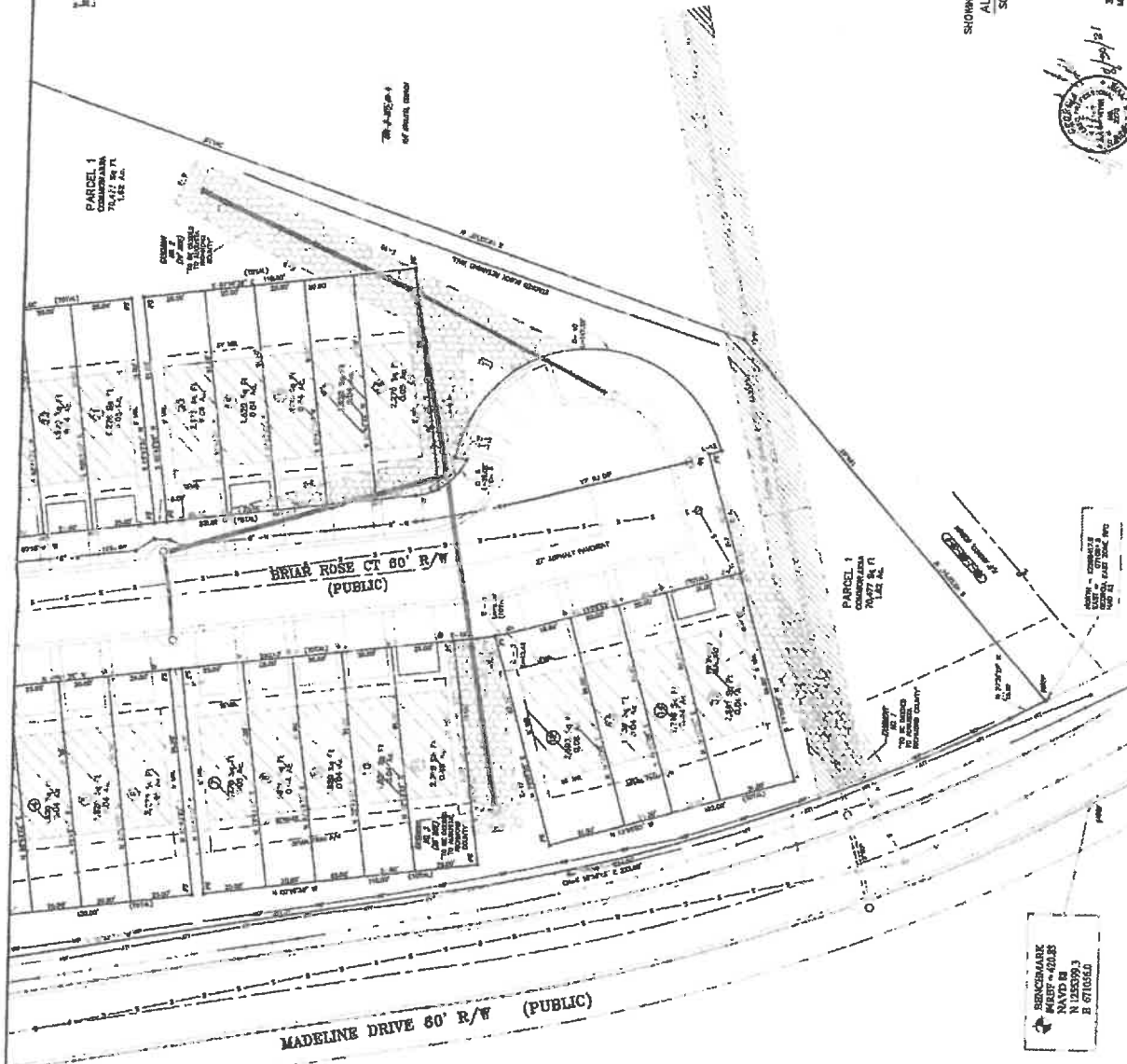
SHOWING PROPERTY LOCATED OFF MADELINE DR.
AUGUSTA-RICHMOND COUNTY, GEORGIA
SCALE 1" = 30'

PREPARED BY



P. O. BOX 21183
3822-E COMMERCIAL COURT
MARTINEZ, GA. 30017 PHONE (770) 883-3183

SHEET 3 OF 3



D: PLAT B: 17 P: 49
Doc # 2022024556 Page 3 of 3
05/13/2022 11:39 AM
Augusta-Richmond County, Georgia
P. O. BOX 21183
MARTINEZ, GA. 30017
PHONE (770) 883-3183

THE CLERK OF COURT USE ONLY



BENCHMARK
#42238
NAVD 83
N 128399.3
E 010160.0

ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF UNLESS OTHERWISE SPECIFIED.
ALL CORNERS ARE TO BE MARKED WITH IRON PIPES OR CONCRETE MONUMENTS.
ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTERLINE OF THE ROAD OR EASEMENT UNLESS OTHERWISE SPECIFIED.
ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTERLINE OF THE ROAD OR EASEMENT UNLESS OTHERWISE SPECIFIED.

ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF UNLESS OTHERWISE SPECIFIED.
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ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTERLINE OF THE ROAD OR EASEMENT UNLESS OTHERWISE SPECIFIED.
ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTERLINE OF THE ROAD OR EASEMENT UNLESS OTHERWISE SPECIFIED.

Return To:
Augusta Engineering Department
452 Walker Street Ste. 110
Augusta, Ga 30901
Attn: Diane Hilliard

STATE OF GEORGIA)
)
COUNTY OF RICHMOND)

DEED OF DEDICATION
Roads, Storm System, and Pond
HEARTHSTONE COMMONS

THIS INDENTURE, made and entered into this ____ day of _____, _____, by and between **DOGS RENTAL INVESTMENT, LLC**, a **Georgia limited liability company**, hereinafter referred to as the Party of the FIRST PART, and **AUGUSTA, GEORGIA**, a political subdivision of the State of Georgia, acting by and through the Augusta Commission, hereinafter referred to as the Party of the SECOND PART.

WITNESSETH:

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

All right, title and interest of the parties of the FIRST PART in and to the storm sewerage system as the same are now located within deeded 60' R/W and existing as shown and delineated on a plat of Hearthstone Commons, as prepared by H & C Surveying INC, dated August 30, 2021, as recorded in the Office of the Clerk of Superior Court of Richmond County, Georgia, in Plat Book 17, Pages 47-49; reference being hereby made to said plat for a more complete and accurate description as to the metes, courses, bounds, dimensions and location of said property.

TOGETHER with all of the necessary rights of ingress and egress for the purpose of maintaining the described storm sewerage system.

TOGETHER with all that lot or parcel of land shown and designated as "Hearthstone Way and Briar Rose Court - 60' R/W; on that plat of Hearthstone Commons, as prepared by H & C Surveying INC, dated August 30, 2021, as recorded in the Office of the Clerk of Superior Court of Richmond County, Georgia, in Plat Book # 17, Pages # 47-49; reference being hereby made to said plat for a more complete and accurate description as to the metes, courses, bounds, dimensions and location of said property.

TO HAVE AND TO HOLD SAID property and all the members and appurtenances therein belonging as aforesaid, and every part thereof, unto the said party of the SECOND PART, its successors and assigns, forever.

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

SIGNED, SEALED AND DELIVERED
in our presence:

Amy Blaschke
Witness

**DOGS RENTAL INVESTMENT,
LLC**

By: [Signature]
Keith Blaschke

As Its: [Signature]
Title

[Signature]
Notary Public, Georgia
My Commission Expires 2026
(Notary Seal)
COLUMBIA COUNTY, GEORGIA
PUBLIC
SEPTEMBER 07 2026

ACCEPTED:

AUGUSTA, GEORGIA

By _____
Garnett L. Johnson
As Its Mayor

Lena Bonner
As Its Clerk of Commission

(SEAL)

Return To:
Augusta Engineering Department
452 Walker Street Ste. 110
Augusta, Ga 30901
Attn: Diane Hilliard

STATE OF GEORGIA)
)
COUNTY OF RICHMOND)

MAINTENANCE AGREEMENT
Roads, Storm System, and Pond
HEARTHSTONE COMMONS

THIS AGREEMENT, entered into this ___ day of _____, 20___, by and between **DOGS RENTAL INVESTMENT, LLC. A Georgia limited liability company**, hereinafter referred to as "Developer," and **AUGUSTA, GEORGIA**, a political subdivision of the State of Georgia, acting by and through its Commission, hereinafter referred to as "Augusta."

WHEREAS, Developer requested that Augusta, accept all or a portion of certain roads, storm drains, detention ponds and appurtenances for **Hearthstone Way (60'R/W)** and **Briar Rose Court (60'R/W)**, as shown by a Plat, titled **Hearthstone Commons**, contemporaneously tendered and recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, in Plat Book # 17, Page(s) #47-49, and

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

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

(1) Augusta, Georgia, accepts the roads and appurtenances, storm drains and appurtenances, respectfully described in the Plat contemporaneously tendered herewith to the Augusta, Georgia, Commission, recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, in Plat Book # 17, Pages #47-49.

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

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

(4) In the event of such failure of the improvements, Augusta shall notify the Developer and set forth, in writing, the items in need of repair. The Developer shall present within fifteen business days its proposed plan of repair as well as an expected time frame to have the repairs completed. After notification from the site contractor, Augusta will then reinspect the work for acceptance and approval. If necessary, the eighteen-month period may be extended, as determined by Augusta.

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

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

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

SIGNED, SEALED AND DELIVERED
in our presence:

DOG RENTAL INVESTMENT, LLC

Amy Blascke
Witness

By: [Signature]

As its: Manager
Title



ACCEPTED BY:

AUGUSTA, GEORGIA

By: _____
Garnett L. Johnson
As Its Mayor

Attest: _____
Lean Bonner
As Its Clerk of Commission
(SEAL)

Return To:
Augusta Engineering Department
452 Walker Street Ste. 110
Augusta, Ga 30901
Attn: Diane Hilliard

SUBDIVISION: Hearthstone Commons

RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

WHEREAS, Briar Rose Court is an existing road in Richmond County, Georgia, open to public usage; and

WHEREAS, Augusta, Georgia desires to make Briar Rose Court a part of its County Road System.

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

- (a) Points of beginning and ending:
Beginning at Hearthstone Way
Extending South approx. 359.90 ft to cul-de-sac
- (b) Length of road to nearest 1/100th mile:
0.07 mile
- (c) Width & type of road surface:
31 feet from back of curb to back of curb;
Type E asphalt
- (d) Right-of-Way:
60 foot

The Augusta Commission is hereby directed to forward a certified copy of this resolution

to: Georgia Department of Transportation, Road Inventory Section District 2, Post Office Box 8, Tennille, Georgia 31089.

Adopted this _____ day of _____, 20____.

ACCEPTED

AUGUSTA, GEORGIA

Witness

By: _____
Garnett L. Johnson
As Its Mayor

Notary Public
State of Georgia, County of _____

Attest: _____
Lena Bonner
As Its Clerk of Commission

My Commission Expires _____
(Notary Seal)

(SEAL)

Return To:
Augusta Engineering Department
452 Walker Street Ste. 110
Augusta, Ga 30901
Attn: Diane Hilliard

SUBDIVISION: Hearthstone Commons

RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

WHEREAS, Hearthstone Way is an existing road in Richmond County, Georgia, open to public usage; and

WHEREAS, Augusta, Georgia desires to make Hearthstone Way a part of its County Road System.

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

- (a) Points of beginning and ending:
Beginning at ☐ of Madeline Drive
Extending East 344.50 ft to Termination
- (b) Length of road to nearest 1/100th mile:
0.07 mile
- (c) Width & type of road surface:
31 feet from back of curb to back of curb;
Type E asphalt
- (d) Right-of-Way:
60 foot

The Augusta Commission is hereby directed to forward a certified copy of this resolution

to: Georgia Department of Transportation, Road Inventory Section District 2, Post Office Box 8, Tennille, Georgia 31089.

Adopted this _____ day of _____, 20____.

ACCEPTED

AUGUSTA, GEORGIA

Witness

By: _____
Garnett L. Johnson
As Its Mayor

Notary Public
State of Georgia, County of _____

Attest: _____
Lena Bonner
As Its Clerk of Commission

My Commission Expires _____
(Notary Seal)

(SEAL)

STATE OF GEORGIA

COUNTY OF RICHMOND

EASEMENT DEED OF DEDICATION
Water and Gravity Sanitary Sewer Systems
HEARTHSTONE COMMONS

WHEREAS, **DOGS RENTAL INVESTMENT, LLC**, a limited liability company established under the laws of the State of Georgia, hereinafter referred to as “DOGS”, owns a tract of land in Augusta, Georgia, located on the east side of Madeline Drive, off Harper Franklin Avenue, on which there was constructed a residential subdivision known as Hearthstone Commons, (the “Subdivision”) as shown on that certain plat of Hearthstone Commons, prepared by H&C Survey, Inc., dated August 30, 2021, approved by the Augusta-Richmond County Planning Commission on March 7, 2022, by the Augusta Commission on March 15, 2022, and recorded on May 13, 2022, in Plat Book 17, Pages 47-49, in the office of the Clerk of the Superior Court of Richmond County, Georgia, (the “Plat”). Reference is hereby made to the Plat for a more complete and accurate description as to the land herein described; and

WHEREAS, as shown and depicted on the Plat, the Subdivision has been developed with a water distribution system and gravity sanitary sewerage system; and

WHEREAS, it is the desire of DOGS to deed the water distribution system and the gravity sanitary sewer system, to AUGUSTA, GEORGIA, a political subdivision established under the laws of the State of Georgia, (hereinafter known as “AUGUSTA”), acting by and through the Augusta Commission, for maintenance and control; and

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

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

NOW, THEREFORE, this indenture is made this ____ day of _____ 2024, between DOGS, as Grantor, and AUGUSTA, as Grantee:

WITNESSETH:

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

Exclusive twenty-foot (20') easement(s) (unless otherwise noted), in perpetuity, centered over the water distribution system and gravity sanitary sewerage system, as laid out in the aforementioned plat.

Also, an exclusive permanent offsite sanitary sewer easement, shown as Easement No. 1, on said Plat, consisting of 2,160 S. F., or 0.05 Ac.

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

DOGS also grants AUGUSTA the right, but not the duty, to clear and keep clear, all trees, undergrowth and other obstructions from said permanent easements, along with the non-exclusive right of ingress and egress to and from said permanent easements for this purpose.

DOGS further agrees that no trees or other vegetation that may interfere with the laying, relaying, installing, extending, operating, repairing and maintaining of pipelines transporting and carrying utility services shall be planted on said easement(s) and that no buildings, structures, or other permanent improvements shall be erected, constructed, or maintained thereon.

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

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

DOGS RENTAL INVESTMENT, LLC

Keith Rosen
Witness

By: [Signature]
Keith Blaschke

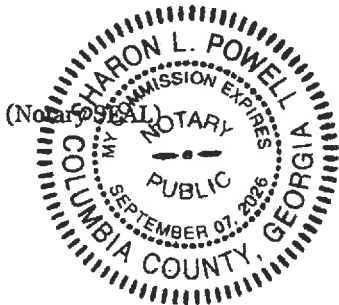
As Its: Manager

[Signature]
Notary Public

State of Georgia, County of Columbia

My Commission Expires: 9-7-24

(SEAL)



(Signatures continued on next page.)

ACCEPTED:

AUGUSTA, GEORGIA

Witness

By: _____
Garnett L. Johnson
As Its Mayor

Notary Public
State of Georgia, County of _____

Attest: _____
Lena Bonner
As Its Clerk of Commission

My Commission Expires: _____

(SEAL)

Seal)

**STATE OF GEORGIA
COUNTY OF RICHMOND**

MAINTENANCE AGREEMENT
HEARTHSTONE COMMONS
Water Distribution System and Gravity Sanitary Sewer System

THIS AGREEMENT, entered into this _____ day of _____, 2024, by and between **DOGS RENTAL INVESTMENT, LLC**, a limited liability company established under the laws of the State of Georgia, hereinafter referred to as "DEVELOPER", and **AUGUSTA, GEORGIA**, a political subdivision established under the laws of the State of Georgia, acting by and through the Augusta Commission, hereinafter referred to as the "AUGUSTA":

WITNESSETH

WHEREAS, DEVELOPER has requested that AUGUSTA accept the water distribution system and the gravity sanitary sewer system, for the townhome subdivision known as HEARTHSTONE COMMONS, as shown by a Deed of Dedication (the "Deed"), contemporaneously tendered and recorded in the Office of the Clerk of the Superior Court of Richmond County, Georgia, with this document; and

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

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

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

(2) DEVELOPER agrees to maintain all of the installations laid or installed in said subdivision, as described in said Deed, for a period of eighteen (18) months from the date of the acceptance of said Deed of Dedication by the Augusta Commission.

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

(4) In the event of such failure of the improvements, AUGUSTA shall notify DEVELOPER and set forth in writing the items in need of repair. The DEVELOPER shall present, within fifteen (15) business days of the date said writing, its proposed plan of repair and shall have the repairs completed in a reasonable time, as determined by AUGUSTA.

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

(6) In the event DEVELOPER fails to perform such repairs as indicated in paragraph (4) and/or paragraph (5) within the designated timeframe, then AUGUSTA shall proceed to have the necessary corrective work done, and DEVELOPER agrees to be responsible to AUGUSTA for payment, in full of the costs of repairing the improvements due to failure of material or poor workmanship as liquidated damages.

(7) This Agreement shall terminate eighteen (18) months after the date of the acceptance of said Deed of Dedication by the Augusta Commission.

(8) In this Agreement, wherever herein DEVELOPER or AUGUSTA is used, the same shall be construed to include the heirs as well, executors, administrators, successors, legal representatives, and assigns of the same.

(9) This agreement shall be controlled by and construed in accordance with the laws of the State of Georgia, and the venue shall be Richmond County, Georgia.

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

DEVELOPER:

Kevin Rosen
Witness

DOGS RENTAL INVESTMENT, LLC

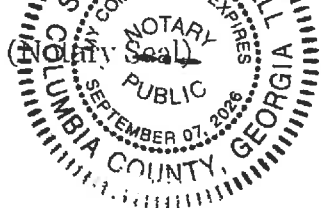
By: Keith Blaschke
Keith Blaschke

As Its: [Signature]

Sharon Powell
Notary Public

(SEAL)

State of Georgia, County of Columbia
My Commission Expires: 9-7-26



ACCEPTED BY:

AUGUSTA, GEORGIA

Witness

By: _____
Garnett L. Johnson
As Its Mayor

Notary Public
State of Georgia, County of _____

Attest: _____
Lena Bonner
As Its Clerk of Commission

My Commission Expires: _____

(SEAL)

DATE: August 29, 2024

TO: The Honorable Garnett L. Johnson, Mayor
Members of the Commission
Alvin Mason, Chairman, Engineering Services Committee

THROUGH: Takiyah Douse, Interim Administrator

FROM: Hameed Malik, Ph.D., PE, Director of Engineering & Envir. Services

SUBJECT: Purchase of Upgraded Rhythm Systems for Richmond County for TIA ITS
Part 2

CAPTION: Approve the purchase through a sole source procurement for the replacement of Richmond County’s Rhythm In-Sync Adaptive Signal Timing System for next phase of the TIA Intelligent Transportation System project. Approve funds in the amount of \$567,574.92. Requested by the Augusta Engineering & Solid Waste Department.

BACKGROUND: The first phase of Augusta Engineering’s ITS project was installed in 2016 and 2017. Many of the necessary hardware and software components are now reaching eight to ten years old and need upgrades and replacement. In the second round of TIA funding, there is a project titled “Intelligent Transportation Operations and Maintenance Repairs” programmed for this purpose.

ANALYSIS: The Augusta Traffic Engineering network has been in operation for over eight years. The existing Rhythm In-Sync System predates that network by almost 10 years. The system running currently in our signal cabinets have been in place since 2008 and 2009. This system, along with the TE network has greatly improved our ability to enhance traffic safety and flow throughout Richmond County. It has also helped tremendously with the annual Masters Golf Tournament held each April. Much of the hardware and software that currently runs on our network is in need of upgrades or replacement. This purchase will allow AED to replace all of the adaptive signal timing systems and have them tuned to today’s traffic needs.

FINANCIAL IMPACT: Adequate funds are available, and an expenditure of this amount will leave funding for other uses in this TIA project.

ALTERNATIVES: Do not approve the sole source funding request.

RECOMMENDATION: Approve sole source purchase order request to replace all Rhythm In-Sync Adaptive Signal Timing Systems

REQUESTED AGENDA DATE: Committee Meeting: September 10, 2024
Commission Meeting: September 17, 2024

FUNDS ARE AVAILABLE IN THE FOLLOWING ACCOUNTS:

(\$567,574.92) 372041110-54.24910 / TIA224905-54.24910

HM/SR

Attachment – Sole Source PO request



Print Form

Sole Source Justification (Reference Article 6, Procurement Source Selection Methods and Contract Awards, § 1-10-56 SOLE SOURCE PROCUREMENT

Vendor: Rhythm Engineering E-Verify Number: 238686

Commodity: Upgraded System Hardware

Estimated annual expenditure for the above commodity or service: \$ 567,574.92

Initial all entries below that apply to the proposed purchase. Attach a memorandum containing complete justification and support documentation as directed in initialed entry. (More than one entry will apply to most sole source products/services requested).

- 1. SOLE SOURCE REQUEST IS FOR THE ORIGINAL MANUFACTURER OR PROVIDER, THERE ARE NO REGIONAL DISTRIBUTORS. (Attach the manufacturer's written certification that no regional distributors exist. Item no. 4 also must be completed.)
2. SOLE SOURCE REQUEST IS FOR ONLY THE AUGUSTA GEORGIA AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER OR PROVIDER. (Attach the manufacturer's — not the distributor's — written certification that identifies all regional distributors. Item no. 4 also must be completed.)
3. THE PARTS/EQUIPMENT ARE NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Explain in separate memorandum.)
4. THIS IS THE ONLY KNOWN ITEM OR SERVICE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (Attach memorandum with details of specialized function or application.)
5. THE PARTS/EQUIPMENT ARE REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION. (Attach memorandum describing basis for standardization request.)
6. NONE OF THE ABOVE APPLY. A DETAILED EXPLANATION AND JUSTIFICATION FOR THIS SOLE SOURCE REQUEST IS CONTAINED IN ATTACHED MEMORANDUM.

The undersigned requests that competitive procurement be waived and that the vendor identified as the supplier of the service or material described in this sole source justification be authorized as a sole source for the service or material.

Name: Hameed Malik Department: AE&SWD Date: 8/28/24
Department Head Signature: [Signature] Date: 8/29/24
Approval Authority: [Signature] Date: 9/3/24
Administrator Approval: (required — not required) Date:

COMMENTS:




ENGINEERING DEPARTMENT

Hameed Malik, PE, Ph. D., Director
John Ussery, PE, Assistant Director of Traffic

MEMORANDUM

TO: Ms Geri Sams – Procurement Director

FROM:  Hameed Malik, P.E., Ph D., Engineering Director

DATE: August 28, 2024

SUBJECT: Rhythm Engineering System Upgrades

Rhythm Engineering is the industry standard provider for adaptive traffic control systems throughout the country. Rhythm Engineering is the sole provider of the In-Sync Adaptive Traffic Control System used extensively throughout Augusta, Richmond County, and the CSRA. Any In-Sync items that need to be repaired or replaced must be done by them, as they are the only authorized entity to sell their own products or perform such work.

This solution will allow the Augusta Engineering Department Traffic Engineering Division to continue to utilize the existing adaptive signal timing system that has been in place for over a decade. This system maximizes existing signal infrastructure for the safe and efficient flow of traffic throughout the Augusta area.

Rhythm Engineering is headquartered in Lenexa, Kansas and has customers throughout the United States. Funding is available through the TIA 2 - Operations and Maintenance Project.

JU/SR

cc: File



7/8/2024

To John Ussery & the Augusta Team,

Upon review of adaptive traffic management equipment in Augusta, GA, Rhythm Engineering identified the following recommendations for processor upgrades and support contract renewal, totaling \$567,574.92

- River Watch Road Equipment Upgrade - \$84,360
- Washington Rd Equipment Upgrade - \$176,175
- Hwy 25 Equipment Upgrade - \$117,450
- Wrightsboro Rd Equipment (Phase 1) Upgrade - \$46,980
- Wrightsboro Rd Equipment (Phase 2) Upgrade - \$58,725
- Support Contract Renewal - \$83,884.92

If Support Renewals are purchased, we're going to offer corridor reconfigurations for only the additional onsite charges (\$2k/day). We'll include the other work as part of a partnership, instead of charging in-office hours as previously quoted. This means that a typical reconfiguration of one corridor requiring Tu-Th onsite (M/F travel days) will cost \$6k. We do not include travel days, just the days onsite for engagement or requested to be on-call for engagement (such as the next Masters). This will significantly decrease Augusta's costs from previous quoting.

Thank you for your partnership!

A handwritten signature in black ink, appearing to read "Richard Cole".

Richard Cole | General Manager | **Rhythm Engineering**

14019 W 95th St, Lenexa, KS 66215 | P 913.227.0603 ext 113

24 Hour Technical Support: 913.8.Rhythm | 913.674.9846



Engineering Services Committee Meeting

Meeting Date: 09/10/2024

Sole Source Procurement of Verderflex Pumps From J.H Wright & Associates

Department: Utilities

Presenter: Stephen Orton-Maintenance Supt.

Caption: Motion to Approve the sole source purchase of 2 – Verderflex Hose Pumps in the Amount of \$27,410.00 from J.H. Wright & Associates.

Background: The Highland Ave. Water Treatment Plant has Verderflex pumps in service for feeding chemicals, these units are 15 years old and have become obsolete. The manufacture has stated parts for these pumps are no longer supported

Analysis: N/A

Financial Impact: \$27,410.00 from Budgeted Funds

Alternatives: Continue to use current pumps and look for other Manufactures

Recommendation: Approve the purchase Of 2 – Verderflex Pumps from J.H. Wright & Associates

Funds are available in the following accounts: 506043520-5425110

REVIEWED AND APPROVED BY: N/A

Print Form



Sole Source Justification (Reference Article 6, Procurement Source Selection Methods and Contract Awards, § 1-10-56 SOLE SOURCE PROCUREMENT

Vendor: J.H. Wright & Associates E-Verify Number: 477196

Commodity: Chemical Feed Pumps

Estimated annual expenditure for the above commodity or service: \$ 27,410.00

Initial all entries below that apply to the proposed purchase. Attach a memorandum containing complete justification and support documentation as directed in initialed entry. (More than one entry will apply to most sole source products/services requested).

- 1. SOLE SOURCE REQUEST IS FOR THE ORIGINAL MANUFACTURER OR PROVIDER, THERE ARE NO REGIONAL DISTRIBUTORS. (Attach the manufacturer's written certification that no regional distributors exist. Item no. 4 also must be completed.)
2. SOLE SOURCE REQUEST IS FOR ONLY THE AUGUSTA GEORGIA AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER OR PROVIDER. (Attach the manufacturer's — not the distributor's — written certification that identifies all regional distributors. Item no. 4 also must be completed.)
3. THE PARTS/EQUIPMENT ARE NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Explain in separate memorandum.)
4. THIS IS THE ONLY KNOWN ITEM OR SERVICE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (Attach memorandum with details of specialized function or application.)
5. THE PARTS/EQUIPMENT ARE REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION. (Attach memorandum describing basis for standardization request.)
6. NONE OF THE ABOVE APPLY. A DETAILED EXPLANATION AND JUSTIFICATION FOR THIS SOLE SOURCE REQUEST IS CONTAINED IN ATTACHED MEMORANDUM.

The undersigned requests that competitive procurement be waived and that the vendor identified as the supplier of the service or material described in this sole source justification be authorized as a sole source for the service or material.

Name: Stephen Orton Department: 4416 Date: 9/3/2024

Department Head Signature: Frank W Byns Date: 3Sept24

Approval Authority: [Signature] Date: 9/3/24

Administrator Approval: (required – not required) Date:

COMMENTS:



UTILITIES DEPARTMENT

**Wes Byne, P.E.
Director**

TO: Geri Sams
Director, Procurement Department

THRU: Wes Byne, P.E. *FW B*
Director, Utilities Department

FROM:

CC:

DATE: 9/3/2024

SUBJECT: SOLE SOURCE of Verdeflex Pumps

This is a sole source for J.H Wright & Associates for the purchase of Verdeflex Pumps, they are the only Distributor that can sell these Pumps in Georgia.(see attached letter). We already use this pump in our process and the new pumps will fit into the same footprint as the older pumps, without more cost to have to revamp the footprint for a different manufacture.



05/02/2023

Re: Sourcing Verder Products

Augusta Utilities

To whom it may concern,

Please use this letter as verification that J.H. Wright & Associates are our exclusive sales representative for all direct/aftermarket sales of Verderflex products in the state of Georgia. This includes all our pumps, parts, and accessories. All inquiries, purchase orders, and requests for service should be directed to J.H. Wright for consideration.

If there are any questions or concerns, feel free to contact myself or the main office at any time.

Sincerely,
Dustin Adams

Regional Sales Manager – East / Municipal



Verder, Inc. HQ

312 Corporate Parkway, Suite 101

Macon, GA 31210

Tel: 877-783-7337

Fax: 877-471-3569

Website: www.verder-us.com

Home Office: NE Indiana

Cell: 478-283-6994

Email: dustin.adams@verder-us.com



J. H. WRIGHT & ASSOCIATES
P. O. BOX 1085
DAPHNE, AL
PHONE 888-655-7867 / 251-621-1491
FAX 251-621-8111

QUOTATION # DF0824-21
DATE: 8/26/2024

PREPARED BY:
David Foster

TO:	<i>Chris Washington</i>	PROJECT:	<i>Verder Dura 35 Upgrade</i>
COMPANY:	<i>Augusta Utilities</i>	MODEL/SN:	<i>Dura 35</i>
	<i>2835 Central Ave</i>	LOCATION:	
	<i>Augusta, GA 30909</i>	PO#	
PHONE:	<i>706-840-6802</i>	ENGINEER:	
EMAIL:	<i>cwashington3@augustaga.gov</i>	CONTACT:	
SPECS			
CREDIT TERMS:	<i>Net 30 Upon Shipment</i>	PROVIDED VIA:	<i>Chris Washington</i>
DELIVERY:	<i>4-6wks</i>	FREIGHT:	<i>Allowed/Delivered</i>

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>Price Each</u>
2	Dura 35 Standard Pump Unit with EPDM Hose and VFOCS Leak Detection; Standard Pressure Rotor up to 90psi; 1.25" 316ss ANSI flanges	\$ 13,705.00

TOTAL SELLING PRICE \$ 27,410.00

- Notes:
1. Freight IS included in the pricing
 2. Manufacturer's standard pump warranty applies

- 1 Due to today's highly volatile materials and labor market, pricing is guaranteed for only 30 days from the date of this quote.
- 2 Under no circumstances are "Retainage Fees" allowed.
- 3 All material is subject to the design engineer's final approval of submittals.
- 4 Our prices do not include any Federal, State or Local sales taxes.
- 5 All quotations are for material only and do not include any labor or installation unless otherwise noted.
- 6 Manufacturer's standard warranty applies to all products.
- 7 JHW standard terms and conditions apply (see attached).
- 8 Should the services of a collection agency, attorney, or other legal service become necessary for collection, purchaser shall assume responsibility for all expenses accrued in the collection process.
- 9 Any material held at JHW's warehouse will be invoiced based on customer's original required date and payment is due per the terms described in "Credit Terms" above.

The undersigned agrees to, and has the authority to, bind purchaser to the terms and conditions and equipment above:

SIGNATURE: _____ DATE: _____

Verderflex

Dura 35



VERDERFLEX®

Description

The Verderflex Dura 35 is a compact, high pressure medium flow hose pump with superior secondary containment. Designed for dosing, metering, sampling, high lift or medium head applications in brewing, chemical processing, industrial plants, water treatment and effluent and waste water processing

Features and benefits

- Ideal for abrasive or high solid content slurries
- Self Priming, problem free pumping of gaseous liquids
- Easily pumps viscous liquids
- Gentle low shear pumping action
- Dry running capabilities
- Long life hoses
- No seals or valves
- FDA CFR21 and EC/1935, optional ATEX

Technical data

Maximum Flow Rate	5488 l/h	Maximum Medium Temperature	80°C *
Maximum Discharge Pressure	16 bar	Maximum Incompressible Solid Size	3.5 mm
Maximum Suction Lift	9.5 mwc	Maximum Compressible Solid Size	8.75 mm
Hose ID	35 mm		

* Continuous use with NR hose

Materials

Description	Material	Paint Detail
Pump Housing	Cast Iron (GG25)	Green Powder Coated
Front Cover	Carbon Steel with Plexiglass Inspection Window	Powder Coated
Rotor	Cast Iron (GG25)	
Drive Shaft	EN24T Steel	
Port Flange	316 Stainless Steel Universal slotted design fits with DIN PN16 DN32, ANSI 150# 1 1/4" & JIS10K 32 Options: 304 Stainless Steel with Polypropylene or P.V.D.F Insert*	
Mounting Frame	Carbon Steel	Powder Coated
Gearbox Flange	Aluminium	
Bearing	Bearing Steel	
Shaft Seal	Viton Option: PTFE	
Lubricant	Verderlube - Glycerine based lubricant** Verdersil - Silicone based lubricant***	
Hose	Natural Rubber (NR) Options: Nitrile Buna Rubber (NBR) Ethylene Propylene Diene Monomer (EPDM), Food Grade Nitrile Buna (NBRF), Hypalon® (CSM) and Verderprene	
Weight	Complete pump excluding drive: 70 kg	

* Temperature Limit for PP Insert is 40°C and for PVDF Insert is 80°C.

** Temperature Limit for Verderlube is 50°C.

*** Suitable for application above 50°C, but subject to maximum temperature limit of the hose and applications involving strong oxidising agents and nitrogenous compounds.

Verderflex

Dura 35

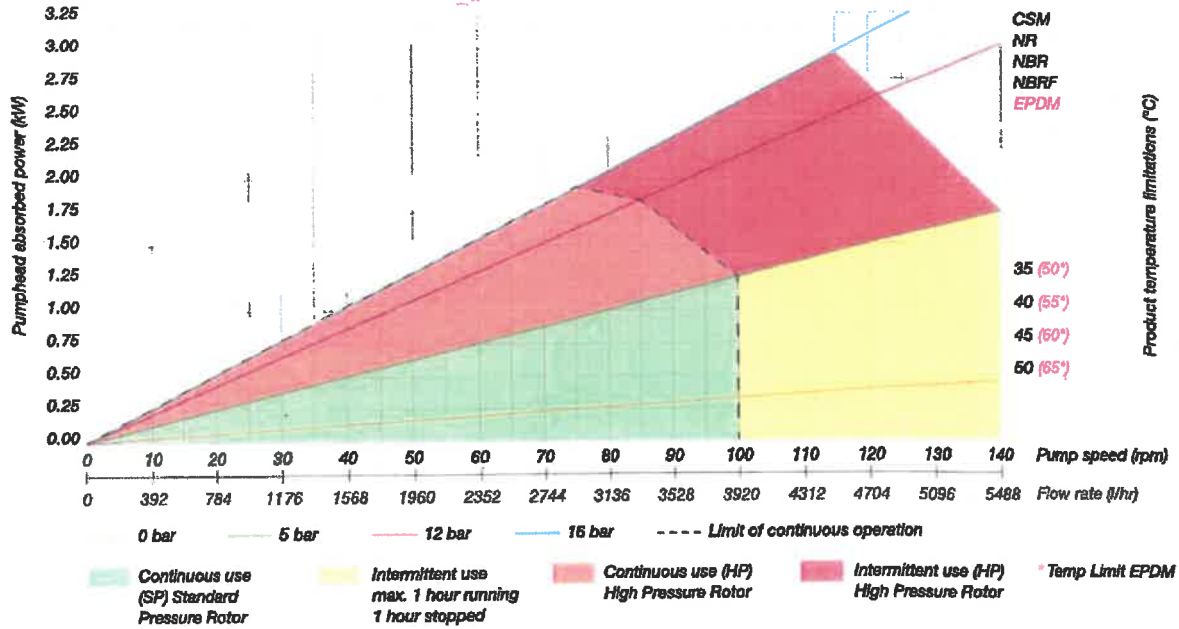


VERDERFLEX®

Standard Pump Options for 50Hz Motor Fitted With Worm Gearbox, Suitable for Inverter Duty

Flow l/hr	Pump Speed RPM	Installed Motor Power kW	Max Turndown at 6 Bar discharge pressure
431	11	0.55	1.5:1
706	18	1.1	2:1
1098	28	1.5	2:1
1372	35	1.5	2:1
1842	47	1.5	2:1
2744	70	2.2	3:1

Performance curve



Any application below 15 Hz may require special review. Flows are typical and were measured with water at 20°C with no suction lift or discharge pressure. Actual flows will vary according to suction conditions, discharge pressure and normal component production tolerances.

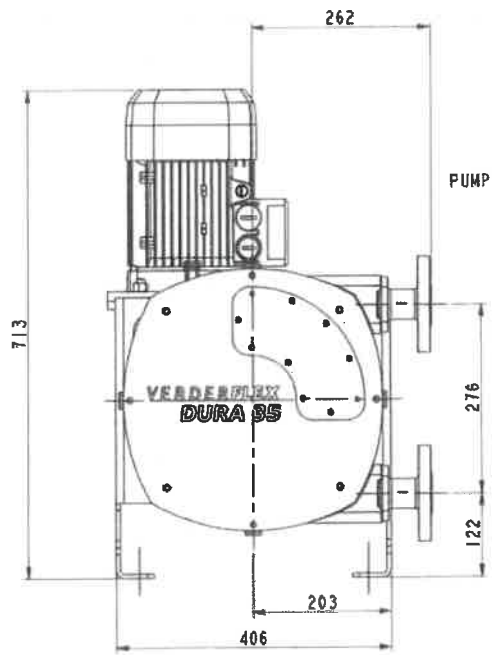
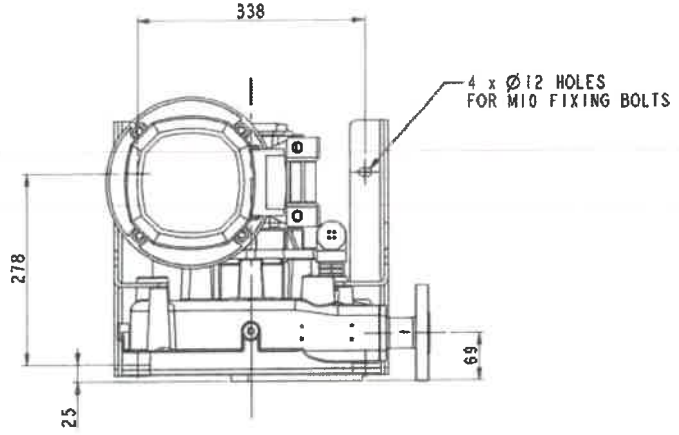
DURA PUMPS OPERATING ABOVE 6 BAR REQUIRE CONSULTATION WITH MANUFACTURER OR DISTRIBUTOR.

Verderflex Dura 35

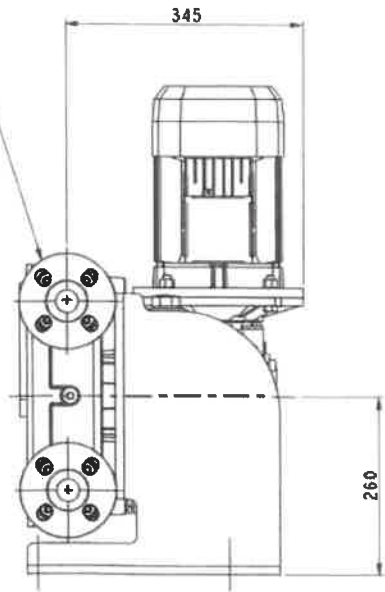


VERDERFLEX®

Dimensions



INLET / DISCHARGE
FLANGE OPTIONS: -
DN32 - PN16
1 1/4" - ANSI 1501b
32 - JIS 10k
PUMP CAN RUN IN EITHER DIRECTION



GMU MOTOVARIO NMRVP090 FA BN100 B5

All dimensions are in mm.
All dimensions and weights are for guidance only.



Find your local supplier at www.verderflex.com

For construction, installation and floor mounting drawings please contact your local authorised Verderflex® distributor.





Engineering Services Committee

September 10, 2024

Minutes

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve the minutes of the Engineering Services Committee held on August 27, 2024.
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, August 27, 2024

1:15 PM

ENGINEERING SERVICES

PRESENT

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

ABSENT

Commissioner Alvin Mason

1. Approve contracting with Goodwyn, Mills and Cawood, LLC (GMC) to provide engineering services for Utilities Department's Fort Eisenhower 47th Street Lift Station Replacement project.
 Motion to approve.
 Motion made by Garrett, Seconded by Lewis.
 Voting Yea: Smith-McKnight, Lewis, Garrett
 Motion carries 3-0.
2. Task Administrator with coming up with a strategic plan for lot maintenance including city owned, land bank, and private owned lots. Include the following departments and offices Code Enforcement, Engineering, Land Bank, and Marshalls Office. **(Requested by Commissioner Stacy Pulliam)**
 Motion to approve.
 Motion made by Garrett, Seconded by Smith-McKnight.
 Voting Yea: Smith-McKnight, Lewis, Garrett
 Motion carries 3-0.
3. Motion to approve the minutes of the Engineering Services Committee held on August 13, 2024.
 Motion to approve.
 Motion made by Garrett, Seconded by Lewis.
 Voting Yea: Smith-McKnight, Lewis, Garrett
 Motion carries 3-0.



Engineering Services Committee

September 10, 2024

Olive and White Roads re-opening

Department:	N/A
Presenter:	N/A
Caption:	Update on the Olive and White Roads re-opening. (Requested by Commissioner Francine Scott)
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

Lena Bonner

From: Commissioner Francine Scott
Sent: Thursday, September 5, 2024 8:19 AM
To: Lena Bonner
Cc: Commissioner Jordan Johnson
Subject: Olive Road & White Rd Update

Good Morning Ms.Bonner,

Please place on the agenda: Olive Rd & White Rd Re-opening Update.

Thank you.

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AED:104.1