



Central Services Department

Ron Lampkin, Interim Director 2760 Peach Orchard Road, Augusta, GA 30906
Maria Rivera-Rivera, Deputy Director (706) 828-7174 Phone (706) 796-5077 Fax

MEMORANDUM

TO: Geri Sams, Director, Procurement Department
FROM: Ron Lampkin, Interim Director, Central Services Department
DATE: June 13, 2024 *Mario de C. Rivera*
SUBJECT: Emergency Memo – E911 Generator Fuel Supply System *on behalf of Ron Lampkin*

In accordance with §1-10-57 Emergency Procurements, we respectfully ask you to accept this communication as notification of an emergency at the E911 Center relating to the generator fuel supply pump and fuel.

During the installation of the new emergency generator at the E911 Center the contractor found the fuel transfer pump not operational, and the fuel external tank contaminated. In order to have a constant supply of fuel to the E911 generator, the pump would need to be replaced. The tank will be washed, and 5000 gallons of diesel will be polished. This process will remove the contaminants that could in time deteriorate the new emergency generator.

The E911 Center relies on the use of a functional generator to ensure it has the capability to respond to all county emergencies. It is of utmost importance and urgency that the fuel supply pump be replaced to eliminate the potential risk of downtime of the building and this essential service.

Please process a purchase order for Georgia Power Company, in the amount of \$52,172.00 for the necessary replacement of the fuel supply pump and fuel clean-up for the 911 emergency generator.

If you have any questions or concerns, please contact the Central Services Department.

RL/mcrr



Central Services Department

Ron Lampkin, Interim Director
Maria Rivera-Rivera, Deputy Director

2760 Peach Orchard Road, Augusta, GA 30906
(706) 828-7174 Phone (706) 796-5077 Fax

MEMORANDUM

TO: Geri Sams, Director, Procurement Department
FROM: ~~Ron Lampkin~~, Interim Director, Central Services Department
DATE: June 7, 2024
SUBJECT: Temporary Approval Process

I will be out of the office between June 10th, 2024, through June 14th, 2024. During this time, any Procurement items that require my signature relating to Facilities will be approved by Maria Rivera-Rivera and Fleet will be approved by LaQuona Sanderson. All Central Square requests will be approved by LaQuona Sanderson.

Your acceptance of this temporary procedure is greatly appreciated.

Maria Rivera-Rivera, Central Services Deputy Director of Facilities, will be my primary point of contact in my absence.

RL

Katie Cornelius

From: Maria Rivera-Rivera
Sent: Monday, June 10, 2024 12:12 PM
To: Katie Cornelius
Subject: FW: Request for Emergency Approval

Importance: High

Good morning,

Following the approval information related to the 911 fuel supply pump replacement and fuel clean up.

Regards,
Maria

Maria Rivera-Rivera | Deputy Director, Facilities
Augusta – Richmond County | Central Services Department
2760 Peach Orchard Rd | Augusta, Georgia 30906
(p) 706-821-1629 | (f) 706-796-5077
MRivera-Rivera@augustaga.gov | www.augustaga.gov



From: Audrey Sutton <ASutton@augustaga.gov>
Sent: Monday, June 3, 2024 12:14 PM
To: Maria Rivera-Rivera <MRivera-Rivera@augustaga.gov>; Geri Sams <gsams@augustaga.gov>
Cc: Darrell White <DWhite2@augustaga.gov>; Ron Lampkin <RLampkin@augustaga.gov>; Scarlet Green <SGreen@augustaga.gov>; Katie Cornelius <KCornelius@augustaga.gov>; Nancy M. Williams <NWilliams@augustaga.gov>
Subject: RE: Request for Emergency Approval

Approved,

Per Ms. Sams

Thank you,

Audrey F. Sutton
Administrative Services Manager
Procurement Department
(706) 821-2861 Direct or (706) 821-2811 Fax

Thank You For Doing Business With Us.....

Augusta, Georgia - Procurement Department
asutton@augustaga.gov www.augustaga.gov

From: Maria Rivera-Rivera <MRivera-Rivera@augustaga.gov>
Sent: Monday, June 3, 2024 11:58 AM
To: Geri Sams <gsams@augustaga.gov>
Cc: Darrell White <DWhite2@augustaga.gov>; Ron Lampkin <RLampkin@augustaga.gov>; Scarlet Green <SGreen@augustaga.gov>; Katie Cornelius <KCornelius@augustaga.gov>; Audrey Sutton <ASutton@augustaga.gov>; Nancy M. Williams <NWilliams@augustaga.gov>
Subject: Request for Emergency Approval
Importance: High

Good morning,

Hope all is well.

While performing the installation of the emergency generator at the 911 Center, it was found that the fuel supply pump was damaged. Therefore, fuel is not being supplied to this unit.

Also, current fuel tank has contaminants that need to be removed. The cleaning of the tank and the 5000 gallons of fuel will prevent any damage to the new generator.

Central Services request is to proceed as an emergency due to the fact that fuel cannot be supplied to the generator. If a power outage was to occur, the generator will not have the fuel needed to supply power to this building.

Please let us know how to proceed.

Regards,
Maria Rivera-Rivera

Maria Rivera-Rivera | Deputy Director, Facilities
Augusta - Richmond County | Central Services Department
2760 Peach Orchard Rd | Augusta, Georgia 30906
(p) 706-821-1629 | (f) 706-796-5077
MRivera-Rivera@augustaga.gov | www.augustaga.gov



From: Harrington, Tammy J. <TJHARRIN@southernco.com>
Sent: Thursday, May 30, 2024 7:42 AM
To: Maria Rivera-Rivera <MRivera-Rivera@augustaga.gov>
Cc: Faulkner, Steven L. <SLFAULKN@southernco.com>; Randolph, Kathy <KMRANDOL@SOUTHERNCO.COM>; Barnes,

Trebor A. <TABARNES@southernco.com>; Daniel Dunlap <DDunlap@augustaga.gov>

Subject: [EXTERNAL] Proposal Agreement for Day Pump and Fuel Cleaning

Hello Maria,

Please find in the attachment the proposal for the day pump and fuel cleaning.

Thanks,

Tammy Harrington | **Solutions Sales Executive**

| 770.550.5370 (C) | Email: tjharrin@southernco.com



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AED:104.1

Katie Cornelius

From: Maria Rivera-Rivera
Sent: Monday, June 3, 2024 1:19 PM
To: Daniel Dunlap; Scarlet Green
Cc: Sanita Cheatham; Arlene New; Katie Cornelius; Bridgett M. Canteen
Subject: RE: [EXTERNAL] Proposal Agreement for Day Pump and Fuel Cleaning

Follow Up Flag: Follow up
Flag Status: Completed

Great!

The emergency request was sent to Procurement and Mrs. Sams approved. She requested the proposal and I have sent it to her.

I will proceed to document the agenda item in the same manner as the one for the emergency generator.

Regards,
Maria

Maria Rivera-Rivera | Deputy Director, Facilities
Augusta – Richmond County | Central Services Department
2760 Peach Orchard Rd | Augusta, Georgia 30906
(p) 706-821-1629 | (f) 706-796-5077
MRivera-Rivera@augustaga.gov | www.augustaga.gov



From: Daniel Dunlap <DDunlap@augustaga.gov>
Sent: Monday, June 3, 2024 1:14 PM
To: Scarlet Green <SGreen@augustaga.gov>; Maria Rivera-Rivera <MRivera-Rivera@augustaga.gov>
Cc: Sanita Cheatham <SCheatham@augustaga.gov>; Arlene New <anew@augustaga.gov>; Katie Cornelius <KCornelius@augustaga.gov>; Bridgett M. Canteen <BCanteen@augustaga.gov>
Subject: Re: [EXTERNAL] Proposal Agreement for Day Pump and Fuel Cleaning

Good afternoon Scarlet -

I'm directing this back towards Maria with the response. Maria, we would need to have this come from reserve/fund balance in order to complete the work. If you all are doing an agenda request for this, the same language for the previous work to replace the generator would need to be utilized (asking for Commission approval to use fund balance along with the emergency request).

Let me know your thoughts, please,

Daniel R. Dunlap
911 Director
Augusta, GA

From: Scarlet Green <SGreen@augustaga.gov>
Sent: Monday, June 3, 2024 12:50:17 PM
To: Bridgett M. Canteen <BCanteen@augustaga.gov>
Cc: Daniel Dunlap <DDunlap@augustaga.gov>; Sanita Cheatham <SCheatham@augustaga.gov>; Arlene New <anew@augustaga.gov>; Maria Rivera-Rivera <MRivera-Rivera@augustaga.gov>; Katie Cornelius <KCornelius@augustaga.gov>
Subject: FW: [EXTERNAL] Proposal Agreement for Day Pump and Fuel Cleaning

Good afternoon Bridgett,

I have attached a quote for the repair of the fuel supply pump. Procurement approved us to do as an emergency. What account number would you like to use to process the quote?

Thanks,
Scarlet

Scarlet Green | Business Analyst
Augusta – Richmond County | Central Services Department
2760 Peach Orchard Rd | Augusta, Georgia 30906
(p) 706-432-5254 | (c) 762-333-4654
sgreen@augustaga.gov | www.augustaga.gov



From: Maria Rivera-Rivera <MRivera-Rivera@augustaga.gov>
Sent: Monday, June 3, 2024 12:46 PM
To: Scarlet Green <SGreen@augustaga.gov>
Cc: Katie Cornelius <KCornelius@augustaga.gov>; Arlene New <anew@augustaga.gov>; Ron Lampkin <RLampkin@augustaga.gov>; Timothy Howard <THoward@augustaga.gov>
Subject: FW: [EXTERNAL] Proposal Agreement for Day Pump and Fuel Cleaning

Good afternoon,

Please proceed to procure the emergency purchase order for the replacement of the 911 Center fuel pump.

I have attached all the information.

Ron, will this request be sent to 911 for an account number?

Regards,
Maria Rivera-Rivera

Maria Rivera-Rivera | Deputy Director, Facilities
Augusta – Richmond County | Central Services Department
2760 Peach Orchard Rd | Augusta, Georgia 30906
(p) 706-821-1629 | (f) 706-796-5077
MRivera-Rivera@augustaga.gov | www.augustaga.gov



From: Harrington, Tammy J. <TJHARRIN@southernco.com>
Sent: Thursday, May 30, 2024 7:42 AM
To: Maria Rivera-Rivera <MRivera-Rivera@augustaga.gov>
Cc: Faulkner, Steven L. <SLFAULKN@southernco.com>; Randolph, Kathy <KMRANDOL@SOUTHERNCO.COM>; Barnes, Trebor A. <TABARNES@southernco.com>; Daniel Dunlap <DDunlap@augustaga.gov>
Subject: [EXTERNAL] Proposal Agreement for Day Pump and Fuel Cleaning

Hello Maria,
Please find in the attachment the proposal for the day pump and fuel cleaning.
Thanks,

Tammy Harrington | Solutions Sales Executive
| 770.550.5370 (C) | Email: tjharrin@southernco.com



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AED:104.1



AUGUSTA RICHMOND COUNTY

Augusta-Richmond 911 Communications
Center Day Pump and Fuel Cleaning for
Generator

Provided By: Tammy Harrington and Steven Faulkner, CEM, CEA

Thursday, May 30, 2024



241 Ralph McGill Blvd. NE
Customer Solutions Services Bin 10210
Atlanta, GA 30308
770-550-5370

Thursday May 30, 2024

AUGUSTA RICHMOND COUNTY

Maria Rivera-Rivera
Deputy Director, Facilities
Central Services Department

Re: Augusta-Richmond Day Pump and Fuel Cleaning for Generator

Georgia Power installed a new Winco 250 kW diesel generator and is planning to install a new automatic transfer switch. During the generator installation, Georgia Power found that the fuel in external tank was contaminated, and the external fuel pump set was not operational. Georgia Power is pleased to offer a proposal to replace the external fuel tank, the external fuel pump set, and polish the existing fuel in the existing day tank.

Scope of work:

Simplex Day Tank Pump Set Model SPS25-AA-S \$42,795

Provide and ship to customer location, (1) Simplex Day Tank Pump Set, Controller, and Float assemblies. Removal of existing pump set, and full installation of new are included, New piping will be installed to adapt to existing pipe, control wiring will be reconnected. On-site start up and commissioning will be included in this quote. Standard Vender warranties will apply. The warranty will go into effect at completion of start-up (12 week lead time).

Fuel Polishing \$9,377

Provide labor, materials, and supervision to polish 5000 gallons of existing diesel fuel in the external fuel tank onsite. This program removes the contaminants that have built up in your fuel storage tanks over time. These contaminants consist of sediments, water bottoms, gums, algae microbes, oxidized fuel, and tank material corrosion products. Fuel tanks will be "washed" with 100 gpm high velocity pumps and ultra-filtered down to 1 micron, as well as removing all water and other contaminants from the fuel.

Warranty

We shall provide the manufacturer's standard warranty on all new equipment beginning at equipment start up. We shall also provide a one-year warranty covering material furnished via Georgia Power excluding Acts of God, fire, theft, vandalism or tampering by unauthorized personnel. All warranty work shall be completed during normal working hours. If warranty work is requested for after hours or on holidays it will be billed based on our after hours and holiday work service rates.

Exceptions/Clarifications

1. Proposal is based on project specifications, project electrical system sheets, site visits, and/or communications with Georgia Power; any alterations to quantities and/or functions by the Owner, Architect, Engineer, Local and/or State Fire Marshal's Office shall incur a change in the quoted price
2. This quoted price does not include the following at this time.
 - Bid bond, performance, or payment bond
 - Overtime or accelerated schedule
 - Spare Parts
 - Diesel Fuel Removal
 - Refilling of Fuel Tank

Due to current market volatility of material pricing and/or shortages, until further notice, Georgia Power reserves the right to update quoted pricing and lead times at the time of order acceptance and/or at the time of equipment release to production. Any increase or decrease will be applied at that time. Please note that we will work hard to minimize any price increases or major changes in lead times during this time. Pricing good for 30 days.

The total price is \$52,172.00 plus any applicable taxes

Notes:

- Additional fees for GPC regulated facilities, easements, ingress and egress, environmental permitting, utility locates etc. are not included in the price above.
- Customer Solutions Services not responsible for damages Resulting from "pre-existing conditions"
- This price does not include any regulated charges.

This offer is valid for thirty days or until earlier revoked by Georgia Power Company, and it is made in accordance with and subject to the terms and conditions attached hereto. Such terms and conditions are expressly incorporated by reference into this letter and shall be binding on the parties.

This proposal is subject to, and is pending final approval by Georgia Power management subsequent to customer acceptance.

If you wish to accept this offer and the terms and conditions of this letter, please indicate your acceptance by signing below and returning this letter to me at your convenience.

Thank you again for allowing us the opportunity to present our proposal. We are very eager to serve your system needs and look forward to hearing from you soon.

Sincerely,

Tammy Harrington

Customer Solutions Services - Georgia Power Company
Phone – 770-550-5370 - Email – TJHARRIN@southernco.com

The undersigned unconditionally agrees to engage Georgia Power Company to perform the Project and to purchase the equipment and/or services described above from Georgia Power Company on and subject to the terms and conditions of this letter agreement.

AUGUSTA RICHMOND COUNTY

GEORGIA POWER COMPANY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachments: - Terms and Conditions

TERMS AND CONDITIONS

1. **THE TERMS SPECIFIED HEREIN TAKE PRECEDENCE OVER AND SUPERCEDE ANY CONFLICTING OR DIFFERENT TERMS SET FORTH IN ANY NEGOTIATIONS, AGREEMENTS, DISCUSSIONS OR CORRESPONDENCE BETWEEN THE PARTIES.**
2. These Terms and Conditions, and the letter agreement attached hereto (collectively, the "Agreement"), constitute the entire agreement between Georgia Power Company (the "Company") and the customer (the "Customer" and, collectively with the Company, the "Parties") as to the subject matter hereof, and no modification shall be binding unless in writing and signed by each of the Parties.
3. The Customer acknowledges that the Company is not the manufacturer of any of the equipment or materials furnished to Customer pursuant to this Agreement, and that the Company shall not be liable for claims arising out of the manufacture or design thereof.
4. The Company will perform the Project work in a professional and workmanlike manner with a reasonable degree of care, skill and diligence and in accordance with this Agreement. If the performance of any portion of the Project fails to comply with these requirements, and the Customer gives written notice of such failure to the Company not later than one (1) month following the completion of the Project, then, to the extent necessary to cure such failure, the Company shall repair, replace, or reperform, at its option, the affected portion of the work at no additional cost to the Customer.
5. **THE ONLY WARRANTY CONCERNING THE PROJECT (OR ANY GOODS, EQUIPMENT, MATERIALS OR SERVICES INCLUDED THEREIN) IS SET FORTH IN ABOVE PARAGRAPH 4. THE COMPANY DOES NOT MAKE AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR APPLICATION, OR OTHERWISE, WITH RESPECT TO THE PROJECT (OR ANY EQUIPMENT OR OTHER GOODS OR MATERIALS OR SERVICES THEREIN) FURNISHED PURSUANT TO THIS AGREEMENT. THERE ARE NO WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OR TRADE OR ANY WARRANTY AS TO NONINFRINGEMENT. THE COMPANY SHALL HAVE NO OBLIGATION OR RESPONSIBILITY FOR OR WITH RESPECT TO ANY WARRANTY PROVIDED BY THE MANUFACTURER OR ANY THIRD PARTY SUPPLIER OF ANY EQUIPMENT, PARTS OR OTHER MATERIALS PROVIDED PURSUANT TO THIS AGREEMENT.**
6. **UNDER NO CIRCUMSTANCES SHALL THE COMPANY BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER BASED UPON BREACH OF CONTRACT, NEGLIGENCE OR ANY OTHER LEGAL THEORY, UNDER ANY CLAIM ARISING OUT OF OR CONNECTED IN ANY WAY WITH THIS AGREEMENT, ANY PRODUCTS OR SERVICES FURNISHED PURSUANT TO THIS AGREEMENT, OR THE SALE, DELIVERY, INSTALLATION OR USE THEREOF. THE PARTIES FURTHER AGREE THAT THE LIABILITY OF THE COMPANY UNDER ANY AND ALL CLAIMS ARISING OUT OF OR CONNECTED IN ANY WAY WITH THIS AGREEMENT, ANY SERVICES OR EQUIPMENT FURNISHED PURSUANT TO THIS AGREEMENT, OR THE SALE, DELIVERY, INSTALLATION OR USE THEREOF, WHETHER BASED UPON BREACH OF CONTRACT, NEGLIGENCE OR ANY OTHER LEGAL THEORY, SHALL IN NO CASE EXCEED, IN THE AGGREGATE, THE CONTRACT PRICE OF THIS AGREEMENT.**
7. The Company shall not be liable for delays in the work or delivery, or failure to deliver, due to (1) causes beyond its reasonable control, (2) acts of God, acts of civil or military authority, priorities, fires, strikes, floods, epidemics, war, riot, delays in transportation or car shortages, or (3) inability of the Company or any supplier due to causes beyond its reasonable control to obtain necessary labor, equipment, materials, components, or manufacturing facilities. In the event of any such delay, the date of installation or performance or related services shall be extended for a period equal to the time lost by reason of the delay. The consent of the Customer to installation of any such equipment furnished hereunder is understood to constitute a waiver of all claims for damages by reason of delay.

8. To the fullest extent permitted by law, the Customer shall indemnify, defend and hold harmless the Company and its officers, directors, employees, affiliated companies, contractors, agents, successors and assigns (collectively, the "Indemnitees") from and against any and all losses, liabilities, claims, damages and expenses (including investigation costs, expenses of litigation and reasonable attorneys' fees) incurred or suffered by any Indemnitee, whether or not involving third party claims and whether or not caused in part by the active or passive negligence of any Indemnitee (collectively, "Damages"), arising, directly or indirectly, from or in connection with the Customer's electric distribution system or the operation, use, malfunction, failure or defect thereof or the Project, except for any Damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence or willful misconduct of any applicable Indemnitees or their agents or employees in the performance of the Project.
9. Payment to the Company for the Project in the amount set forth in this Agreement shall be made by the Customer within thirty (30) days after the Customer's receipt of an invoice with respect to the Project. Accounts with open balances more than thirty (30) days old are subject to a **late payment finance charge**. The **late payment finance charge** is computed at a "periodic rate" of 1.5% per month applied to the net balance past due at the end of the billing period, after deducting payments and/or credits given. Any partial payments received on past due accounts shall be applied first to the payment of finance charges due and then to the oldest past due invoices. **Late payment finance charges** can be avoided by paying the current open balances within thirty (30) days from the date of the invoice. In the event the finance charges assessed hereunder exceed the maximum allowed by law, the finance charges shall be assessed at the highest legal rate. If the Company shall employ counsel to collect amounts due from the customer, then the Customer shall pay to the Company all attorneys' fees paid to collect the balance.
10. To secure the payment in full of all amounts payable by the Customer hereunder, the Customer hereby grants to the Company a purchase money security interest in and security title to all equipment, parts, and other materials provided or installed by the Company pursuant to this Agreement and all proceeds from their sale or disposition. The Customer agrees to execute such financing statements and other documentation as may be requested by the Company in order to protect and perfect the security interest granted herein. The Customer further authorizes the Company to file any financing statements and other documentation in order to protect or perfect such security interest with or without the Customer's signature.
11. Georgia Power Company will make every effort to locate existing underground utilities, however the Customer assumes full responsibility for, and all liabilities and costs associated with, (a) the location of underground utilities at the site of the work, (b) any relocation or removal of underground (including but not limited to rock) or overhead obstructions which are not part of the Company's scope of work and which may interfere with or make more expensive the work, (c) any pre-existing, unknown condition which prevents or makes more expensive the performance of the Work, (d) permits and required notifications to any governmental entity, and (e) any hazardous waste or toxic materials encountered at the site.
12. This Agreement has been entered into in the State of Georgia, and shall be governed by and construed in accordance with the laws of the State of Georgia. Any legal action or proceeding arising under or in connection with this Agreement or the equipment or materials furnished hereunder shall be brought only in state or federal courts located in Fulton County in the State of Georgia, and each of the Parties hereby irrevocably consents to the jurisdiction and exclusive venue of such courts and waives any objection which it may now or hereafter have to the jurisdiction or venue of such courts.
13. If for any reason any provision of this Agreement is determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect those provisions of this Agreement which are valid and enforceable.
14. The Customer shall not, without the prior written consent of the Company, assign any of its rights or obligations under this Agreement; provided that the Customer may assign its rights and obligations hereunder to a lender or finance lessor in connection with a leasing or other financing arrangement approved by the Company. No such assignment to a lender or finance lessor shall relieve the Customer of any of its obligations hereunder.
15. If the Customer believes that all or any part of the Project work is entitled to tax exempt status, the Customer will furnish to Company, contemporaneously with the Agreement execution, documentation sufficient to prove its tax exempt status, and the Customer will assume full responsibility for satisfying all tax exempt requirements.