



Central Services Department

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

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

MEMORANDUM

TO: Geri Sams, Director, Procurement Department
FROM: Ron Lampkin, Interim Director, Central Services Department
DATE: March 4, 2024
SUBJECT: Emergency Memo – 911 Center Generator

In accordance with §1-10-57 Emergency Procurements, I respectfully ask you to accept this communication as notification of an emergency at the 911 Emergency Center relating to the power generator.

During an emergency service call, the 911 power generator presented several mechanical and control related malfunctions. Due to the previous issues, age, and hours of service of the unit, it was highly recommended that the generator be replaced. The 911 Emergency Center requires and 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 this unit be replaced to eliminate a potential downtime of the building and this essential service.

The proposed unit will be a 250Kw Diesel Generator with a 5yr./2000hr. manufacturer warranty. It will also include a 5-year preventive maintenance contract. Removal of the existing unit and installation of the new unit is accounted for in the proposal cost.

Please process a purchase order to Georgia Power Company in the amount of \$231,418.00 for the replacement of the 911 emergency generator and preventive maintenance contract.

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

RL/mcrr

C. Sams
3-4-24

Maria Rivera-Rivera

From: Harrington, Tammy J. <TJHARRIN@southernco.com>
Sent: Monday, March 4, 2024 1:11 PM
To: Maria Rivera-Rivera
Subject: [EXTERNAL] 911 Generator Proposal

Hello Maria ,

Please allow this email to serve as confirmation that the price that was submitted to Augusta Richman County in the Georgia Power Proposal is still the valid turnkey price.

Thanks again,

Tammy Harrington

Georgia Power

770-550-5370

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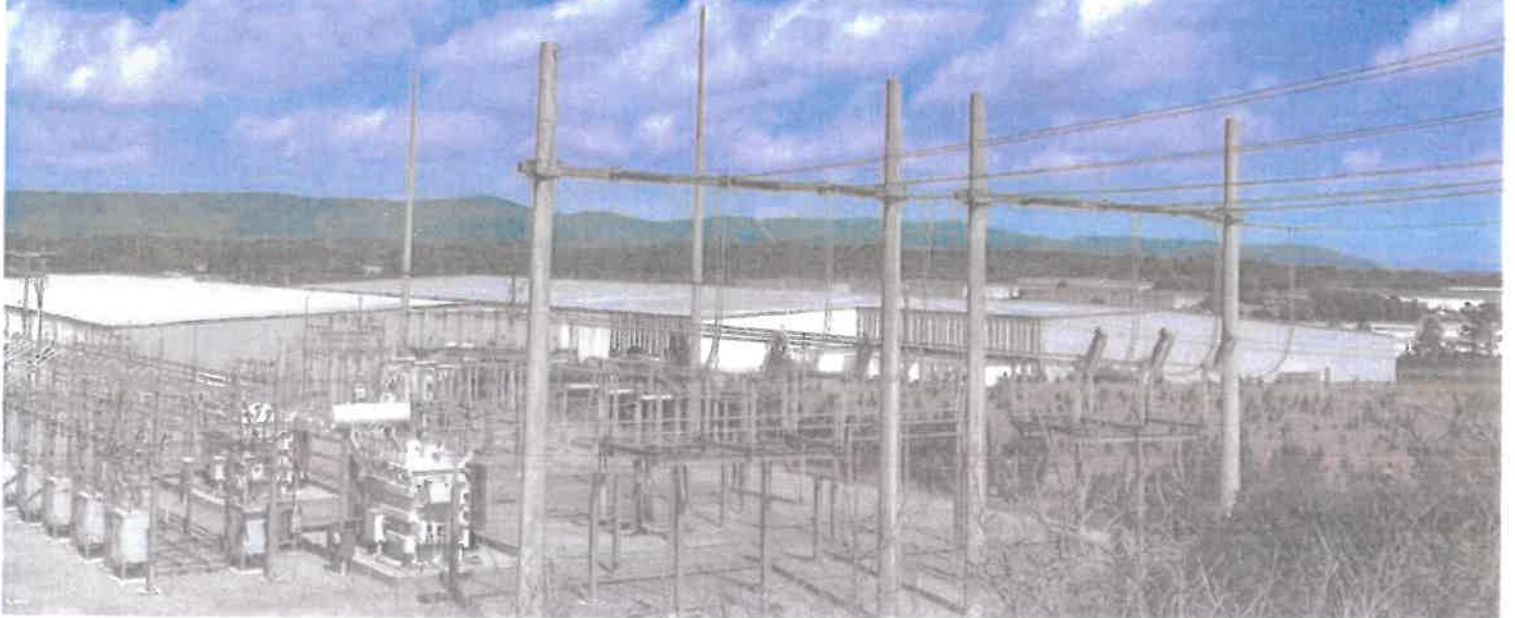
Georgia Power

Proposal for AUGUSTA RICHMOND COUNTY

Augusta Richmond Co - 911 Replacement
Generator 444 Taylor Street

Monday, January 8, 2024

Prepared by: Steven Faulkner, Kathy Randolph and Tammy Harrington





Proposal

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

Monday, January 8, 2024

AUGUSTA RICHMOND COUNTY

Maria Rivera-Rivera
Deputy Director, Facilities
Augusta-Richmond County--Central Services Department

Re: Augusta Richmond Co - 911 Replacement Generator 444 Taylor Street

Georgia Power Company is pleased to offer you our proposal to provide the following **Turnkey Design/Build** and commissioning of a 250 kw Winco Diesel Generator, Transfer Switch and Annunciator at the 911 Emergency Communication Center located at 444 Taylor Street, Augusta GA , 30901.

Scope Description: Furnish and install diesel-fired standby generator, transfer switch and annunciator.

Scope of work:

- Provide and ship to customer location, (1) 250 kW 3 phase 120/208V Winco Diesel Generator with enclosure and 845-gallon base fuel tank (2-10 weeks lead time).
- Provided equipment will meet industrial standards and will have a non-proprietary digital Deep Sea 7310 controller.
- Genset will have a FPT industrial Diesel engine and Stamford Newage 12 lead alternator ends.
- Provide and ship to customer (1) Asco 300G industrial Transfer switch rated at 208 volts/600 amp.
- ATS is service entrance rated in a Nema 1 Enclosure.
- Removal of existing generator, crane rental, and installation are included.
- On-site start up and commissioning will be included in this quote.
- Warranty registration, along with a 5yr./2000 hr. manufacturer's warranty
- Warranty will go into effect at completion of start-up.
- 5-year Preventive Maintenance Plan to include (2) services Per Year.
- Provide rental generator and wire into transfer switch.

Exclusions and Clarifications:

- Pricing assumes re-use of existing concrete pads.
- Pricing assumes the re-use of existing power and control conductors.
- Local, State, & Federal Tax excluded.
- Initial fueling of Genset will be customers responsibility.
- Concrete cutting or replacement.
- Additional conduit runs or feeder cable excluded.
- **Code Upgrades, Environmental Remediation, or Special Permitting is not included.**

Pricing Details:

	Pricing
PM Contract (5-year Term)	\$9,959
250Kw Diesel Generator, transfer switch, annunciator, rental generator and wire into transfer switch	\$221,459

The total price is \$231,418.00 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.
- Utility 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

Solutions Sales - 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.