



DeKalb County  
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 Public Works Department  
 Sanitation Division

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 Gregory Adams Sr.

**Memorandum**

To: Talisa Clark, Interim Purchasing & Contracting Chief Procurement Officer

From: Tracy A. Hutchinson, Interim Deputy Director

Date: February 2, 2017

Subject: Termination of Contract #13-902575

The Department of Sanitation request termination of contract # 13- 902575, which was awarded to Stems, Conrad & Schmidt.

Attached please find the facility decommissioning and storage document. Please reference. "Article 11 – Termination Date". "The termination date shall mean that the date that the parties have completed their obligation under this Agreement, however not later than December 18<sup>th</sup>, 2015. As of the Termination Date, Contractor shall have no obligation to be present at the Facility or to perform any work with the respect thereto pursuant to the Contract."

For any questions or concerns, you may contact me, Tracy Hutchinson, Interim Deputy Director at 404.294.2177.

Thank you in advance for your assistance in this matter.

sa

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## SCS ENERGY

December 17, 2015  
File No. 06205018.05

Mr. Billy Malone  
DeKalb County Public Works  
3720 Leroy Scott Drive  
Decatur, GA 30032

**Subject:** Facility Decommissioning and Storage  
DeKalb County Green Energy Facility  
Seminole Road Landfill, Ellenwood, GA

Dear Billy:

Based on the County's written request on November 17, 2015 to "Wrap up monitoring services at the Green Energy Facility" SCS Energy (SCSE) has fully decommissioned the Green Energy Facility (GEF), and placed it into long term storage.

### DECOMMISSIONING ACTIVITIES

SCSE's decommissioning activities consisted of:

- **Engine/generator sets** – SCSE followed Caterpillar recommended storage procedures. This included:
  - Changing engine oil and filters, and adding Volatile Corrosion Inhibitors (VCI) oil to the crankcase;
  - Removing all spark plugs and adding VCI oil to the cylinders;
  - Disconnecting the batteries;
  - Isolating the pre-lube pumps and jacket water heaters; and
  - Sealing off all breathers and air filters.

As recommended by Caterpillar we left coolant in the unit to prevent rust.

**Note:** Caterpillar recommends barring the engines over once per month, to prevent any internal rust, as well as recoat engine internals with VCI oil. Since SCSE will no longer be on site, this will fall to the County personnel to perform this task.

- **Radiators** - Isolated power supply and verify the system is full.



- **Gas Conditioning Skid** - Isolated power, and shut inlet gas valves. Opened all condensate drains.
- **Refrigeration skid** - Isolated power and inlet gas supply.
- **Switchgear** - Left chargers on to maintain batteries. Opened all control breakers. Racked utility breakers into the open position.
- **LFG Piping** – Purged all pipelines within the facility containing landfill gas with nitrogen and left piping with nitrogen blanket.
- Isolated and blocked gas supply into the facility.
- Disposed of all hazardous and non-hazardous wastes.
- Removed and disposed of silica gel media.
- Painted or otherwise prepared ferrous surfaces to protect against corrosion.
- Organized and inventoried all spare parts, office equipment, and miscellaneous items (see Attachment A).
- Provided an inventory of all maintenance records and logs manuals for all equipment (see Attachment B).
- Notified/cancelled all pertinent vendor accounts.
- Performed a final walkthrough with the County and obtain a final release.

## RELEASE

DeKalb County, Georgia, a political subdivision of the State of Georgia, (the "County") and Stearns, Conrad and Schmidt Consulting Engineers, Inc. d/b/a SCS Energy, a corporation of the Commonwealth of Virginia ( the "Contractor").

WHEREAS, County and Contractor have entered into a Contract For Provision of Construction Services for Operation & Maintenance Services of 3.2 MegaWatt Green Energy Facility (the "Facility") dated March 8, 2013 ( the "Contract"), and

WHEREAS, County and Contractor desire to wind-up Contractor's performance of Services at the Facility and terminate the Contract,

NOW THEREFORE, for good and valuable consideration, the parties hereto agree as follows:

## **ARTICLE 1 – SCOPE OF CONTRACTOR SERVICES**

Contractor shall perform the windup services as set forth above (the “Decommissioning Activities”).

## **ARTICLE 2 – COUNTY RESPONSIBILITIES**

Contractor shall notify the County upon completion of the decommissioning activities as set forth above. At such time Contractor and the County shall jointly inspect the Facility to confirm the completion of decommissioning activities. County shall issue to Contractor a certificate evidencing such completion.

## **ARTICLE 3 – COMPENSATION**

Contractor shall be compensated for performance of Services and termination of the Contract on a time-and-materials basis.

## **ARTICLE 4 – BONDS AND INSURANCE**

4.1 Performance Bond, Payment Bond and Surety Bond (collectively the “Bonds”).

The Bonds will be deemed cancelled as of the Termination Date as defined in Article 11 below. The original Bonds shall be returned to Contractor.

4.2 Insurance

Contractor’s obligations to provide insurance and the County’s rights with respect thereto will be deemed cancelled as of the Termination Date.

## **ARTICLE 5 – WARRANTY AND GUARANTEE**

As of the Termination Date, Contractor shall have no warranty or guarantee obligations under the Contract or this Agreement. Contractor shall deliver to the County all supplier warranties.

## **ARTICLE 6 – BOOKS AND RECORDS**

Contractor shall deliver to the County all Facility books, records and maintenance manuals as held by Contractor pursuant to the Contract. Contractor may maintain one copy of all such books records and maintenance manuals for its records.

## **ARTICLE 7 – FACILITY DELIVERED IN “AS IS” CONDITION**

At the Termination Date, Contractor will hand the Facility over to the County in broom clean “AS IS” condition.

**ARTICLE 8 – SUPPLIES, SPARES AND TOOLS**

As of the Termination Date all supplies, spares, tools and other materials belonging to Contractor and located at the Facility shall be moved off of the Facility.

**ARTICLE 9 – RELEASE AND WAIVER OF CLAIMS**

Each party and its present, future, and former officers, employees and agents hereby release, remise, and forever discharge the other party and its present and former officers, employees and agents from all debts, claims, any claims on insurance, any claims on Bonds, demands, actions, causes of action, sums of money, controversies, any and all breaches of contract, costs, fees, lawsuits, omissions, and liabilities whatsoever, of any and every name or names, both at law or in equity, which a party has, had, or could have had against them, collectively or individually relating to the Facility or the Contract, including but not limited to any claims for performance penalties, but exclusively excepting from this release any claim, defenses, or rights relating to claims to enforce rights granted in this Agreement.

**ARTICLE 10- DUTY OF COOPERATION**

The parties agree to cooperate, including but not limited to executing and delivering such documents as reasonably required, so as to effect a timely and efficient performance of this Agreement and termination of the Contract.

**ARTICLE 11 – TERMINATION DATE**

The Termination Date shall mean the date that the parties have completed their obligations under this Agreement, however not later than December 18, 2015.

As of the Termination Date, Contractor shall have no obligation to be present at the Facility or to perform any work with respect thereto pursuant to the Contract.

Agreed:

DeKalb County

By: William CG Malone

Name: William CG Malone

Title: Associate Director

SCS Energy

By: Robert McConnell

Name: Robert McConnell

Title: National Operations Manager