



Department of Purchasing and Contracting NON-COMPETITIVE PROCUREMENT REQUEST FORM

Requesting Department: Emergency Management
Department Contact Person: Chief Joseph Cox Telephone: 404 274 7353
Email: jcox@dekalbcountyga.gov

Requisition Number: _____ Suggested Supplier: Power & Energy Service II
Estimated Amount of Purchase: 203173
Detailed Description of the Goods or Services to be purchased: Generators and Installation for emergency power

Emergency (For Emergency Requests, Please check this box and answer all questions below.)

1. Date and Time of Emergency Occurrence: _____

2. Please state the nature of the emergency posing a risk to public health, welfare, safety or resources:

Mason Mill Park and Exchange Park are designated emergency shelter locations. They do not have capability to act as emergency shelters if there is no power. It is hurricane/storm season and is imperative to have power in place. Currently, these locations do not have emergency power backup.

3. State how the Estimated Amount was determined to be Fair and Reasonable (attach supporting documentation):

A couple of vendors were contacted for quotes and specs. Please see attached.

Sole Source (Please check box and answer all of the following completely.)

1. Provide an explanation why the product, service or supplier requested is the only method that can satisfy the requirements. Please explain why alternatives are unacceptable. Be specific with regard to specification, features, characteristics, requirements, capabilities and compatibility. (Attach additional documents, if necessary):

2. Will this purchase obligate us to a particular vendor for future purchases? (Either in terms of maintenance that only this vendor will be able to perform and/or if we purchase this item, will we need more "like" items in the future to match this one?) Explain in detail.

3. Explain the impact to the County or Public if this request is not approved.

I hereby request that this non-competitive procurement request be approved for the purchase of the above stated work, material, equipment, commodity, or service.

Department Director (Typed/Printed Name) Joseph Cox Signature: [Signature] Date: 8/17/21

Do Not Write Below – for the Department of Purchasing and Contracting Use Only

Procurement Agent (Typed/Printed Name) Lola O. Awonusi Signature: [Signature] Date: 8/17/2021

Procurement Manager (Typed/Printed Name) Delois Robinson Signature: [Signature] Date: 8/18/2021

Approved Not Approved

Signature: Cathryn Horner, Director, Department of Purchasing and Contracting Date: 8/18/21

(Additional information, attach pages if required):

DEMA is ensuring the county prepares, mitigates, plans responses and recovers from natural, man-made or terroristic threats as required by Georgia Emergency Management Agency. The purchase of two stationary generators are for emergency sheltering needs and capability.

Mason Mill Park and Exchange Park are designated county emergency shelter locations. They do not have capability to act as an emergency shelter if there is no power. It is hurricane/storm season and it is imperative to have power capacity in place. Generators are required in the event of power outages from storms, accidents, or any disaster. Currently, these locations do not have emergency power backup.

The requested vendor has experience installing the same style generators in various DeKalb County locations. Also, they provide maintenance services on all other stationary generators for DeKalb County. This ensures functionality and compatibility across equipment, parts, and sustainability during normal and emergency operations.

If this request is not approved, designated County shelters and residents in the area will not have emergency power capabilities in the case of a natural disaster, catastrophic event, or other power outage.

* Exchange Park

Generac proposed using a smaller generator with a smaller fuel tank than P&ES quote

* Mason Mill

* Generac has proposed two options. One with a 50 kw generator and one with a 60 kw generator. The price differences in these two options seems to be the generator output and the size of the fuel tanks are different for each option.

Price Comparison:

Generac

Mason Mill- \$73,900
Exchange Park- \$85,000
Total: \$158,900

P&ES

Mason Mill- \$70,427
Exchange Park- \$132,746
Total: \$203,173

With regards to maintenance, testing, repairs and fueling of the units, per Kevin Buford, Facilities Management handles all the generators in the county. Each year a contract is renewed with P&ES to provide the PMs, testing and fueling. Fleet Services has shared that diesel fuel costs are averaging \$3 per gallon right now. The addition of two generators to the hundreds in the county will have minimal effect on the maintenance costs that will be absorbed by Facilities Management and it provides continuity across county equipment.

PROPOSALS - GENERAC

Quote Date: July 20, 2021
Pricing Expires: December 20, 2021



Quote # 20491350

Project Reference: Mason Mill Rec Center – 60 kW Generator / 400A ATS / 600A ATS Proposal

We are pleased to offer the following quote for the above project for a price of: **\$73,900.00** (excludes tax)

Quantity 1 - Generac Industrial diesel engine-driven generator set with turbocharged 4-cylinder 4.5L engine, consisting of the following features and accessories:

- Stationary Emergency-Standby rated
- **60 kW Rating, wired for 120/208 VAC three phase, 60 Hz**
- Permanent Magnet Excitation
- **Standard Weather Protective Enclosure, Steel**
 - Industrial Grey Baked-On Powder Coat Finish
- UL2200
- EPA Certified
- H-100 Control Panel
 - Meets NFPA 99 and 110 requirements
 - Temp Range -40 to 70 degrees C
 - Digital Microprocessor:
 - Engine function monitoring and control:
 - HTS transfer switch function monitoring and control
 - 2-wire start controls for any 2-wire transfer switch
- **Remote Emergency Stop Switch, Break-Glass, shipped loose**
- 110 AH, 925 CCA Group 31 Battery, with rack, installed
- Battery Charger, 10 Amp, NFPA 110 compliant, installed
- Coolant Heater, 1500W, 120VAC
- **24" 189 Gallon Double-Wall UL142 Basetank**
 - Mechanical fuel level indicator gauge
 - Electronic fuel level sender
- 3 Owner's Manuals
- 120V GFCI and 240V Outlet
- Engine Run Relay
- **MLCB, 100% rated thermal-magnetic**
 - **300 Amp**
- **Secondary MLCB, 100% rated thermal-magnetic**
 - **200 Amp**
- **Standard 2-Year Limited Warranty**

Quantity 1 - GTS Series Automatic Transfer Switch consisting of the following features and accessories:

- **600 Amp, 3 Pole, 120/208 VAC three phase, 60 Hz, with 2-Wire Start Circuit**
- UL 1008 Listed, CSA Certified
- **NEMA 3R Enclosure**
- Std set of 3 Manuals
- **2-Year Basic Warranty**

Quantity 1 - TRANSFER SWITCH - TX SERIES

- **400 Amp, 3 pole, 120/208 VAC three phase, 60 Hz, with 2-Wire Start Circuit**
- Enclosure Heater

- Double Set of Form C Auxiliary Contacts
- UL Listed 1008 by ETL
- Controller and Circuit Breaker Covers, Padlockable, Black
- **NEMA 3R Enclosure**
- 3 Owner's Manuals
- 65KA Contactor Withstand and Closing Rating
- Service Entrance Rated
- In Phase Only Transfer
- **Standard two year basic warranty**

We propose to furnish labor and materials to install the following:

- Install (1) 60kw genset
 - A lull will be used to rig genset into place
 - Any grass disturbed will be repaired with seed and straw
 - Install (1) 400a SE rated ATS and (1) 600a SE rated ATS
 - Underground locate is included
 - Permits are included
 - Temp power not included if needed

Total Price: \$73,900.00

(excludes tax)

Notes:

- Pricing Includes LTL Freight (*adder for dedicated truck*) / **Estimated Delivery: 13-15 weeks**
- FOB: Jobsite (offloading not included)
- Pricing Includes: System Start Up Service
- NFPA 110 testing included only; NETA, infrared scanning, leak test, etc. to be performed by others
- **Quote does not include installation, taxes, offloading, fuel or extended piping/wiring**

Terms and Conditions:

- Net 30 days, subject to review and approval by our Credit Dept.
- Payment obligations are not dependent or contingent upon the manner in which purchaser may receive payment from others. No retainage against this order will be permitted unless agreed to ahead of time.
- Warranty is invalid without factory start up.
 - Startup will be done during normal business hours (single trip).
 - Warranty begins on date of final startup.
 - Additional charges will be applied to startups requested on weekends or non-business hours, as well for additional trip(s) post startup. Please note additional charges will also be applied if ESSE is called out to perform startup and the generator is not completely installed per our pre-startup checklist.

Thank you for the opportunity,

Joey Benscoter

Sales Manager – NE Georgia
 2490 Weaver Way | Atlanta, GA 30340
 Mobile: 706-968-7741
joe.benscoter@essellc.com

Acceptance of Quote: Prior to ordering equipment or services, we require this proposal to be signed and returned as a confirmation of the above terms and conditions.

Customer Signature

Purchase Order Number

Quote Date: July 20, 2021
Pricing Expires: December 20, 2021



GENERAC
INDUSTRIAL
POWER

More than power...

Quote # 20494763

Project Reference: Exchange Park Rec Center – 60kW Diesel Generator / 1200A ATS Proposal

We are pleased to offer the following quote for the above project for a price of: **\$85,000.00** (excludes tax)

Quantity 1 - Generac Industrial diesel engine-driven generator set with turbocharged 4-cylinder 4.5L engine, consisting of the following features and accessories:

- Stationary Emergency-Standby rated
- **60 kW Rating, wired for 120/208 VAC three phase, 60 Hz**
- **Permanent Magnet Excitation**
- **Standard Weather Protective Enclosure, Steel**
 - Industrial Grey Baked-On Powder Coat Finish
- UL2200
- EPA Certified
- H-100 Control Panel
 - Meets NFPA 99 and 110 requirements
 - Temp Range -40 to 70 degrees C
 - Digital Microprocessor:
 - Engine function monitoring and control:
 - HTS transfer switch function monitoring and control
 - 2-wire start controls for any 2-wire transfer switch
- **21 Light Annunciator - Surface**
- **Remote Emergency Stop Switch, Break-Glass, shipped loose**
- 110 AH, 925 CCA Group 31 Battery, with rack, installed
- **Standard MLCB, 80% rated thermal-magnetic**
 - **250 Amp**
- Battery Charger, 10 Amp, NFPA 110 compliant, installed
- Coolant Heater, 1500W, 120VAC
- **24" 189 Gallon Double-Wall UL142 Basetank**
- 3 Owner's Manuals
- **120V GFCI and 240V Outlet**
- Engine Run Relay
- **Standard 2-Year Limited Warranty**

Quantity 1 - PSTS Series Automatic Transfer Switch consisting of the following features and accessories:

- Service Entrance Rated, Open Transition
- 32D - Inphase Transfer, default to Time Delay Neutral
- Contactor-Based Design
- 1200 Amp, 3 Pole, 120/208 VAC three phase
- CSA C22.2 Certified
- CUL Listed
- UL1008 Listed
- NEMA 3R Enclosure
- ATC-300+ Microprocessor-Based Controller
- 37A - Service Equipment Rated w/o Ground Fault Protection
- 41A - 100W Space Heater with Adjustable Thermostat
- 22 - Ground Bus with Provisions for Neutral
- 42 - IBC/CBC Seismic Qualified

- 12L - Indicator Light, Normal Source Tripped
- 36 - Load Shed from Emergency
- 16N - Overcurrent Protection, Source 1
- 32A - Time Delay Neutral, Adjustable
- Normal Terminal Mechanical Lugs, Customer Connection: (4) 500-1000MCM per phase
- Emergency Terminal Mechanical Lugs, Customer Connection: (4) 1/0-750MCM per phase
- Load Terminal Mechanical Lugs, Customer Connection: (4) 1/0-750MCM per phase
- Neutral Terminal Mechanical Lugs, Customer Connection: (12) 4/0-500MCM
- 2-Year Basic Warranty

We propose to furnish labor and materials to install the following:

- Install (1) SD060 diesel genset and 1200 ATS on existing service.
 - ATS will be pad mounted just outside of building.
 - Existing service will be intercepted and reworked to the ATS.
 - All service conductors will be replaced as needed.
 - Grounding and bonding will be re-worked as needed.
 - Permits, locates, and scanning of underground are included.
 - Temporary generator is included while outage is being performed.

Total Price: \$85,000.00

(excludes tax)

Notes:

- Pricing Includes LTL Freight (*adder for dedicated truck*) / **Estimated Delivery: 13-15 weeks**
- FOB: Jobsite (offloading not included)
- Pricing Includes: System Start Up Service
- NFPA 110 testing included only; NETA, infrared scanning, leak test, etc. to be performed by others

Terms and Conditions:

- Net 30 days, subject to review and approval by our Credit Dept.
- Payment obligations are not dependent or contingent upon the manner in which purchaser may receive payment from others. No retainage against this order will be permitted unless agreed to ahead of time.
- Warranty is invalid without factory start up.
 - Startup will be done during normal business hours (single trip).
 - Warranty begins on date of final startup.
- Additional charges will be applied to startups requested on weekends or non-business hours, as well for additional trip(s) post startup.

Thank you for the opportunity,

Joey Benscoter

Sales Manager – NE Georgia
 2490 Weaver Way | Atlanta, GA 30340
 Mobile: 706-968-7741
joe.benscoter@essellc.com

Acceptance of Quote: Prior to ordering equipment or services, we require this proposal to be signed and returned as a confirmation of the above terms and conditions.

 Customer Signature

 Purchase Order Number

Quote Date: July 20, 2021
Pricing Expires: December 20, 2021



Quote # 20491343

Project Reference: **Mason Mill Rec Center – 50 kW Generator / 400A ATS / 600A ATS Proposal**

We are pleased to offer the following quote for the above project for a price of: **\$72,100.00** (excludes tax)

Quantity 1 - Generac Industrial diesel engine-driven generator set with turbocharged 4-cylinder 4.5L engine, consisting of the following features and accessories:

- Stationary Emergency-Standby rated
- **50 kW Rating, wired for 120/208 VAC three phase, 60 Hz**
- Permanent Magnet Excitation
- **Standard Weather Protective Enclosure, Steel**
 - Industrial Grey Baked-On Powder Coat Finish
- UL2200
- EPA Certified
- H-100 Control Panel
 - Meets NFPA 99 and 110 requirements
 - Temp Range -40 to 70 degrees C
 - Digital Microprocessor:
 - Engine function monitoring and control:
 - HTS transfer switch function monitoring and control
 - 2-wire start controls for any 2-wire transfer switch
- **Remote Emergency Stop Switch, Break-Glass, shipped loose**
- 110 AH, 925 CCA Group 31 Battery, with rack, installed
- Battery Charger, 10 Amp, NFPA 110 compliant, installed
- Coolant Heater, 1500W, 120VAC
- **24" 132 Gallon Double-Wall UL142 Basetank**
 - Mechanical fuel level indicator gauge
 - Electronic fuel level sender
- 3 Owner's Manuals
- 120V GFCI and 240V Outlet
- Engine Run Relay
- **MLCB, 100% rated thermal-magnetic**
 - **300 Amp**
- **Secondary MLCB, 100% rated thermal-magnetic**
 - **200 Amp**
- **Standard 2-Year Limited Warranty**

Quantity 1 - GTS Series Automatic Transfer Switch consisting of the following features and accessories:

- **600 Amp, 3 Pole, 120/208 VAC three phase, 60 Hz, with 2-Wire Start Circuit**
- UL 1008 Listed, CSA Certified
- **NEMA 3R Enclosure**
- Std set of 3 Manuals
- **2-Year Basic Warranty**

Quantity 1 - TRANSFER SWITCH - TX SERIES

- **400 Amp, 3 pole, 120/208 VAC three phase, 60 Hz, with 2-Wire Start Circuit**
- Enclosure Heater

- Double Set of Form C Auxiliary Contacts
- UL Listed 1008 by ETL
- Contoller and Circuit Breaker Covers, Padlockable, Black
- **NEMA 3R Enclosure**
- 3 Owner's Manuals
- 65KA Contactor Withstand and Closing Rating
- Service Entrance Rated
- In Phase Only Transfer
- **Standard two year basic warranty**

We propose to furnish labor and materials to install the following:

- Install (1) 50kw genset
 - A lull will be used to rig genset into place
 - Any grass disturbed will be repaired with seed and straw
 - Install (1) 400a SE rated ATS and (1) 600a SE rated ATS
 - Underground locate is included
 - Permits are included
 - Temp power not included if needed

Total Price: \$72,100.00

(excludes tax)

Notes:

- Pricing Includes LTL Freight (*adder for dedicated truck*) / **Estimated Delivery: 13-15 weeks**
- FOB: Jobsite (offloading not included)
- Pricing Includes: System Start Up Service
- NFPA 110 testing included only; NETA, infrared scanning, leak test, etc. to be performed by others
- **Quote does not include installation, taxes, offloading, fuel or extended piping/wiring**

Terms and Conditions:

- Net 30 days, subject to review and approval by our Credit Dept.
- Payment obligations are not dependent or contingent upon the manner in which purchaser may receive payment from others. No retainage against this order will be permitted unless agreed to ahead of time.
- Warranty is invalid without factory start up.
 - Startup will be done during normal business hours (single trip).
 - Warranty begins on date of final startup.
 - Additional charges will be applied to startups requested on weekends or non-business hours, as well for additional trip(s) post startup. Please note additional charges will also be applied if ESSE is called out to perform startup and the generator is not completely installed per our pre-startup checklist.

Thank you for the opportunity,

Joey Benscoter

Sales Manager – NE Georgia
 2490 Weaver Way | Atlanta, GA 30340
 Mobile: 706-968-7741
joe.benscoter@essellc.com

Acceptance of Quote: Prior to ordering equipment or services, we require this proposal to be signed and returned as a confirmation of the above terms and conditions.

Customer Signature

Purchase Order Number

**PROPOSALS - POWER AND ENERGY
SERVICES INC.**

July 15, 2021

Dekalb County - Emergency Management
Scott Tibbetts
1950 West Exchange Place
Tucker, Georgia 30084

The below listed work and price will be honored by Power And Energy Services Inc. for a period of 10 business days after date listed above. Thank you for allowing us the opportunity to provide an estimate for the following and we are ready to begin preparation and execution of the work upon your approval. Work will be performed during regular business hours unless noted. If nights, weekends or holidays are required, or the equipment is not accessible upon arrival there will be an additional charge. This agreement is in accordance to the Terms & Conditions accompanying this document.

<i>Estimate Job</i>	Exchange Park	<i>Estimate Number</i>	5397
<i>Estimate Tax Amount</i>	0.00	<i>Estimate Amount</i>	\$132,746.55

Estimate details are:

Item	Description	Amount
SOGI	JOB: DeKalb County Exchange Park Rec Center 200KW diesel generator with 72 hour run time tank and 1000-amp service entrance rated automatic transfer switch (ATS) as follows: <ol style="list-style-type: none"> 1. Pour new concrete pad for ATS close to exterior wall near main electrical room. 2. Pour new concrete pad for generator in same area. 3. Provide generator and ATS, deliver to site and set on concrete pads. 4. Excavate and uncover existing feeder from transformer to building main. 5. Provide and install a new in-ground box over existing main feeder. 6. Provide and install a new 1000-amp feeder from ATS to new box. Connect to line side of ATS and leave in box for change over. 	0.00
SOGI	<ol style="list-style-type: none"> 7. Provide and install a new 1000-amp feeder from ATS to new box. Connect to load side of ATS and leave in box for change over. 8. Upon owner's approval, have power company shutdown power to building. 9. Cut into existing main feeder inside new junction box. 10. Disconnect existing main feeder in main panel and pull back into junction box. 11. Connect new feeder from item #6 above to existing feeder from power company transformer inside new junction box. 12. Install new feeder from item #7 above into existing conduits to existing building main panel and connect to panel. 	0.00
SOGI	<ol style="list-style-type: none"> 13. Split grounding and neutral connection in existing main panel. 14. Restore power to building through new ATS. 15. Shutdown will take approximately 6-8 hours to complete. During this time there will be no power to building. 16. Provide and install a new 700-amp feeder from new generator to ATS generator side 	

POWER & ENERGY SERVICES INC. TM

Your Generator Total Solutions Provider TM
Sales // Rental // Repair // Install // Maintenance

Retail • Industrial • Healthcare • Residential • Commercial • Government • Entertainment • Communications

North American Headquarters
 770-739-9112 main
 770-739-9115 fax
 www.PandEservices.com
 P. O. Box 637
 Powder Springs, GA 30127
 (all inquiries and services are routed
 through our HQ for every state branch.)

and connect.

17. Provide and install new control wiring from generator to ATS and connect.

18. Provide and install new circuits from existing panel in electrical room to new generator for block heater and battery charger and connect.

0.00

SOGI

19. Start-up and testing of generator system.

20. Diesel fuel for generator by others.

21. No engineered drawings included.

22. All work to be completed during normal business hours. Monday through Friday, 7am to 3pm.

23. All permits, taxes, and insurance included.

132,746.55

Terms are Net 30. Prices may not include any applicable sales tax. Prices may not include any shipping charges. Courier service may be available if parts are needed immediately for an additional fee of \$100.00. The manufacturer or distributor may charge an additional fee for rush service as well.

Please complete the following to provide formal acceptance of this estimate. No work will be performed without written authorization. Thank you for choosing Power And Energy Services Inc.. We hope to work with you again in the future.

Representative Name		Representative Signature	
Date		PO Number	

1. GENERAL

The Terms and Conditions outlined herein shall apply to the services by Power And Energy Services Inc. (hereinafter referred to as Company) of maintenance or repair work or the sale of parts there under. No additional or contrary terms shall be binding upon the Company unless agreed to in writing.

The nature of the business carried on by this Company is such that its ability to carry out its contracts as to quality of materials and times of delivery is dependent upon representations and promises made by manufacturers. Every article sold by us is guaranteed free from defect in material and workmanship, and when shown to be defective will be replaced free of charge. F.O.B. works where manufactured, but all propositions are made with the distinct understanding that we are not to be held liable for damages consequent to break-downs due to such defects.

All promises as to date of shipments or completion of erecting are made in good faith, and this Company will use its utmost endeavors to keep such promises by taking every reasonable precaution in the placing of its orders and obligating the manufacturers in every way possible to insure their carrying out their agreements, but since all manufacturers in accepting orders specifically deny any liability for consequential damages this proposal is made with the distinct understanding that we are not to be held liable for damages of any character whatsoever consequential upon delays due to defective materials, delays in shipments or in erecting unless in particular cases where the measure of damages is covered by special agreement, and in such cases delays due to strikes, fires, delays in transportation and other causes beyond our reasonable control must be understood as entitling us to corresponding extensions in time.

The title and right of possession to all machinery and materials furnished by this Company is to remain in this Company until full payment is made therefore in cash. Any purchase order resulting from this quotation will not be effective and binding on seller until accepted, in writing, by an authorized officer of seller.

It is also understood that if we were performing a job for you it was requested of us to do. It is up to the customer to provide staff to witness our duties. If no one is present to sign our paperwork, that will be noted and it is still the responsibility of the customer to accept and pay for any and all work performed by the company.

2. SCHEDULE DATES & DELAYS

Schedule dates are approximate and neither party shall be liable for loss, damage, or delay due to war, riots, fire, flood, strike or other labor difficulty, acts of civil or military authority including governmental laws, orders, priorities or regulations, acts of the other party, embargo, car shortage, damage or delay in transportation, delay in order processing or manufacturing, inability to obtain necessary labor or materials from usual sources, faulty forgings or castings, or other causes beyond the reasonable control of such party. In the event of delay in performance due to any such cause, the schedule dates or time for completion will be adjusted to reflect the actual time as may be necessary to properly reflect the delay. The Purchaser's receipt of services or parts shall constitute a waiver of any claims for delay.

3. ASSIGNMENT

Neither party shall assign or transfer this contract without the prior written consent of the other party.

4. TAXES

The prices do not include any present or future Federal, State or Municipal sales, use, gross receipts, property, or other similar type tax with respect to any material, erection equipment or services covered hereby. If the Company is required by applicable law or regulation to pay or collect any such type tax or taxes on account of this transaction or the material or equipment or services covered hereby, then such amount of tax shall be paid by the Purchaser in addition to the prices herein provided for.

5. INSURANCE

With respect to the performance of repair work at Purchaser's facility, the Company's personnel shall be properly covered with insurance in the areas of Worker's Compensation, Public Liability and Automobile Insurance where the use of a vehicle is required. To the extent any loss and/or damage is recoverable by insurance proceeds under Purchaser's insurance policies, Purchaser waives its and its insurers' rights to recover for such loss and/or damage against the company.

6. WARRANTY

The Company warrants that parts manufactured by the Company only and furnished under this contract, will be free of defects in material and workmanship for a period of 90 days from the date of installation, excluding transportation and installation costs (or 90 days from date of delivery if not installed by Company), and at its option, shall either repair or replace such parts, provided the Purchaser promptly notifies the Company of defects therein, within said period. The Company makes no performance warranty and the effects of corrosion, erosion and normal wear and tear are specifically excluded from the Company's warranty. The Company makes no other warranty or representation of any kind whatsoever, expressed or implied, except that of title, and all implied warranties, including any warranty of merchantability and fitness for a particular purpose, are hereby disclaimed.

7. LIMITATION OF LIABILITY

The remedies of the Purchaser set forth herein are exclusive, and the liability of the Company with respect to this contract or the services or parts furnished under this contract shall not exceed the contract price of such services or the part upon which such liability is based.

The Company and its suppliers or subcontractors shall in no event be liable to the Purchaser, any successors in interest or any beneficiary of this contract for any consequential, incidental, indirect, special or punitive damages arising out of this contract or any breach thereof, whether based upon loss of use, lost profits or revenue, interest, lost goodwill, work stoppage, impairment of other goods, loss by reason of shutdown or non-operation, increased expenses of operation, cost of purchase of replacement power or claims of Purchaser or customers of Purchaser for service interruption, whether or not such loss or damage is based on contract, warranty, negligence, indemnity, strict liability or otherwise.

8. NUCLEAR LIABILITY

In the event that the services or parts furnished hereunder are to be used in a nuclear facility, the Purchaser shall, prior to such use, arrange for insurance or governmental indemnity, protecting the Company against liability and hereby releases and agrees to indemnify the Company and its suppliers for any nuclear damage, including loss of use, in any manner arising out of a nuclear incident, whether alleged to be due, in whole or in part to the negligence or otherwise of the Company or its suppliers.

9. RENTAL EQUIPMENT

Rental equipment may or may not be property of the Company, therefore you are responsible for abiding by the original owners terms and conditions as well as our own. You assume all liabilities of the equipment while rented to you. You are responsible for all service tasks, damages, and total losses. In addition to the numbered line items above this Company offers no warranty and assumes no responsibility or liabilities for the rental equipment. The Company is not responsible for damages or losses of any kind whether it be to but not limited to property, equipment, personnel, and or monetary. It is your responsibility to maintain the rental equipment; service schedules are available upon request. It is your responsibility to notify us of issues or problems with the rental equipment as you are liable for damages. The rental equipment is not to be moved from the agreed upon location unless agreed upon in writing. By agreeing you relinquish any rights to sue or seek damages from us and in addition you agree not to hold us liable or responsible under any circumstances for any reason as it relates to rental equipment. All rental equipment is expected to be returned with the same amount of fuel it was delivered with. Fuel is never "included" with any pricing.

10. PAYMENT

It is agreed upon that all services, parts, equipment, and any other task, product, or function performed or supplied by the Company will be paid for in full. The amount owed will be due at a minimum of the terms NET 30 unless mutually agreed upon in writing by both parties. If customer does not have an account or the account is delinquent, immediate payment will be required and or a credit card or other proof of funds may be requested before any work will be scheduled or performed. A 5% late fee per month will be added if payment is not received by due date.

11. PROPRIETARY, COPY WRITTEN, AND CONFIDENTIAL

It is agreed upon that any information, services, reports, forms or literature is or may be patented, or protected by US law and is property of the company. No unauthorized duplication, sharing, or usage is allowed without the written consent of the company.

Power And Energy Services Inc.

TERMS AND CONDITIONS

July 15, 2021

Dekalb County - Emergency Management
Scott Tibbetts
1950 West Exchange Place
Tucker, Georgia 30084

The below listed work and price will be honored by Power And Energy Services Inc. for a period of 10 business days after date listed above. Thank you for allowing us the opportunity to provide an estimate for the following and we are ready to begin preparation and execution of the work upon your approval. Work will be performed during regular business hours unless noted. If nights, weekends or holidays are required, or the equipment is not accessible upon arrival there will be an additional charge. This agreement is in accordance to the Terms & Conditions accompanying this document.

<i>Estimate Job</i>	Mason Mill	<i>Estimate Number</i>	5398
<i>Estimate Tax Amount</i>	0.00	<i>Estimate Amount</i>	\$70,427.47

Estimate details are:

Item	Description	Amount
SOGI	JOB: DeKalb County Mason Mill Rec Center 80KW diesel generator with 72 hour run time tank and 400-amp service entrance rated automatic transfer switch (ATS) as follows: 1. Pour new concrete pad for generator in level area close to existing power company CT cabinet and meter. 2. Provide generator and ATS, deliver to site and set on concrete pad. 3. Mount new ATS to the left side of existing CT cabinet. 4. Provide and install a new 400-amp feeder from ATS to CT cabinet. Connect to line side of ATS and leave in CT cabinet for change over. 5. Provide and install a new 400-amp feeder from ATS to existing panel. Connect to load side of ATS and leave in panel for change over. 6. Upon owner's approval, have power company shutdown power to building.	0.00
SOGI	7. Disconnect and remove existing wiring from CT cabinet to panel. 8. Connect new feeder from item #4 above to existing feeder from power company transformer inside existing CT cabinet. 9. Connect new feeder from item #5 above to existing panel. 10. Split grounding and neutral connection in existing main panel. 11. Restore power to building through new ATS. 12. Shutdown will take approximately 4-6 hours to complete. During this time there will be no power to lower level of building.	0.00
SOGI	13. Provide and install a new 300-amp feeder from new generator to ATS generator side and connect. 14. Provide and install new control wiring from generator to ATS and connect. 15. Provide and install new circuits from existing panel in electrical room to new generator for block heater and battery charger and connect. 16. Start-up and testing of generator system.	

POWER & ENERGY SERVICES INC. TM

Your Generator Total Solutions Provider TM
Sales // Rental // Repair // Install // Maintenance

Retail • Industrial • Healthcare • Residential • Commercial • Government • Entertainment • Communications

North American Headquarters
 770-739-9112 main
 770-739-9115 fax
 www.PandEservices.com
 P. O. Box 637
 Powder Springs, GA 30127
 (all inquiries and services are routed through our HQ for every state branch.)

- 17. Diesel fuel for generator by others.
- 18. No engineered drawings included. 0.00
- SOGI 19. This set-up is to power only the lower level of the building.
- 20. All work to be completed during normal business hours. Monday through Friday, 7am to 3pm.
- 21. All permits, taxes, and insurance included. 70,427.47

Terms are Net 30. Prices may not include any applicable sales tax. Prices may not include any shipping charges. Courier service may be available if parts are needed immediately for an additional fee of \$100.00. The manufacturer or distributor may charge an additional fee for rush service as well.

Please complete the following to provide formal acceptance of this estimate. No work will be performed without written authorization. Thank you for choosing Power And Energy Services Inc.. We hope to work with you again in the future.

Representative Name		Representative Signature	
Date		PO Number	

1. GENERAL

The Terms and Conditions outlined herein shall apply to the services by Power And Energy Services Inc. (hereinafter referred to as Company) of maintenance or repair work or the sale of parts there under. No additional or contrary terms shall be binding upon the Company unless agreed to in writing.

The nature of the business carried on by this Company is such that its ability to carry out its contracts as to quality of materials and times of delivery is dependent upon representations and promises made by manufacturers. Every article sold by us is guaranteed free from defect in material and workmanship, and when shown to be defective will be replaced free of charge. F.O.B. works where manufactured, but all propositions are made with the distinct understanding that we are not to be held liable for damages consequent to break-downs due to such defects.

All promises as to date of shipments or completion of erecting are made in good faith, and this Company will use its utmost endeavors to keep such promises by taking every reasonable precaution in the placing of its orders and obligating the manufacturers in every way possible to insure their carrying out their agreements, but since all manufacturers in accepting orders specifically deny any liability for consequential damages this proposal is made with the distinct understanding that we are not to be held liable for damages of any character whatsoever consequential upon delays due to defective materials, delays in shipments or in erecting unless in particular cases where the measure of damages is covered by special agreement, and in such cases delays due to strikes, fires, delays in transportation and other causes beyond our reasonable control must be understood as entitling us to corresponding extensions in time.

The title and right of possession to all machinery and materials furnished by this Company is to remain in this Company until full payment is made therefore in cash. Any purchase order resulting from this quotation will not be effective and binding on seller until accepted, in writing, by an authorized officer of seller.

It is also understood that if we were performing a job for you it was requested of us to do. It is up to the customer to provide staff to witness our duties. If no one is present to sign our paperwork, that will be noted and it is still the responsibility of the customer to accept and pay for any and all work performed by the company.

2. SCHEDULE DATES & DELAYS

Schedule dates are approximate and neither party shall be liable for loss, damage, or delay due to war, riots, fire, flood, strike or other labor difficulty, acts of civil or military authority including governmental laws, orders, priorities or regulations, acts of the other party, embargo, car shortage, damage or delay in transportation, delay in order processing or manufacturing, inability to obtain necessary labor or materials from usual sources, faulty forgings or castings, or other causes beyond the reasonable control of such party. In the event of delay in performance due to any such cause, the schedule dates or time for completion will be adjusted to reflect the actual time as may be necessary to properly reflect the delay. The Purchaser's receipt of services or parts shall constitute a waiver of any claims for delay.

3. ASSIGNMENT

Neither party shall assign or transfer this contract without the prior written consent of the other party.

4. TAXES

The prices do not include any present or future Federal, State or Municipal sales, use, gross receipts, property, or other similar type tax with respect to any material, erection equipment or services covered hereby. If the Company is required by applicable law or regulation to pay or collect any such type tax or taxes on account of this transaction or the material or equipment or services covered hereby, then such amount of tax shall be paid by the Purchaser in addition to the prices herein provided for.

5. INSURANCE

With respect to the performance of repair work at Purchaser's facility, the Company's personnel shall be properly covered with insurance in the areas of Worker's Compensation, Public Liability and Automobile Insurance where the use of a vehicle is required. To the extent any loss and/or damage is recoverable by insurance proceeds under Purchaser's insurance policies, Purchaser waives its and its insurers' rights to recover for such loss and/or damage against the company.

6. WARRANTY

The Company warrants that parts manufactured by the Company only and furnished under this contract, will be free of defects in material and workmanship for a period of 90 days from the date of installation, excluding transportation and installation costs (or 90 days from date of delivery if not installed by Company), and at its option, shall either repair or replace such parts, provided the Purchaser promptly notifies the Company of defects therein, within said period. The Company makes no performance warranty and the effects of corrosion, erosion and normal wear and tear are specifically excluded from the Company's warranty. The Company makes no other warranty or representation of any kind whatsoever, expressed or implied, except that of title, and all implied warranties, including any warranty of merchantability and fitness for a particular purpose, are hereby disclaimed.

7. LIMITATION OF LIABILITY

The remedies of the Purchaser set forth herein are exclusive, and the liability of the Company with respect to this contract or the services or parts furnished under this contract shall not exceed the contract price of such services or the part upon which such liability is based.

The Company and its suppliers or subcontractors shall in no event be liable to the Purchaser, any successors in interest or any beneficiary of this contract for any consequential, incidental, indirect, special or punitive damages arising out of this contract or any breach thereof, whether based upon loss of use, lost profits or revenue, interest, lost goodwill, work stoppage, impairment of other goods, loss by reason of shutdown or non-operation, increased expenses of operation, cost of purchase of replacement power or claims of Purchaser or customers of Purchaser for service interruption, whether or not such loss or damage is based on contract, warranty, negligence, indemnity, strict liability or otherwise.

8. NUCLEAR LIABILITY

In the event that the services or parts furnished hereunder are to be used in a nuclear facility, the Purchaser shall, prior to such use, arrange for insurance or governmental indemnity, protecting the Company against liability and hereby releases and agrees to indemnify the Company and its suppliers for any nuclear damage, including loss of use, in any manner arising out of a nuclear incident, whether alleged to be due, in whole or in part to the negligence or otherwise of the Company or its suppliers.

9. RENTAL EQUIPMENT

Rental equipment may or may not be property of the Company, therefore you are responsible for abiding by the original owners terms and conditions as well as our own. You assume all liabilities of the equipment while rented to you. You are responsible for all service tasks, damages, and total losses. In addition to the numbered line items above this Company offers no warranty and assumes no responsibility or liabilities for the rental equipment. The Company is not responsible for damages or losses of any kind whether it be to but not limited to property, equipment, personnel, and or monetary. It is your responsibility to maintain the rental equipment; service schedules are available upon request. It is your responsibility to notify us of issues or problems with the rental equipment as you are liable for damages. The rental equipment is not to be moved from the agreed upon location unless agreed upon in writing. By agreeing you relinquish any rights to sue or seek damages from us and in addition you agree not to hold us liable or responsible under any circumstances for any reason as it relates to rental equipment. All rental equipment is expected to be returned with the same amount of fuel it was delivered with. Fuel is never "included" with any pricing.

10. PAYMENT

It is agreed upon that all services, parts, equipment, and any other task, product, or function performed or supplied by the Company will be paid for in full. The amount owed will be due at a minimum of the terms NET 30 unless mutually agreed upon in writing by both parties. If customer does not have an account or the account is delinquent, immediate payment will be required and or a credit card or other proof of funds may be requested before any work will be scheduled or performed. A 5% late fee per month will be added if payment is not received by due date.

11. PROPRIETARY, COPY WRITTEN, AND CONFIDENTIAL

It is agreed upon that any information, services, reports, forms or literature is or may be patented, or protected by US law and is property of the company. No unauthorized duplication, sharing, or usage is allowed without the written consent of the company.

Power And Energy Services Inc.

TERMS AND CONDITIONS

Emergency Request-Purchase and installation of generators

Final Audit Report

2021-08-18

Created:	2021-08-18
By:	Omolola Awonusi (oawonusi@dekalbcountyga.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAxpFRkySn_VmdbhRUNhb8YTsycu4hmSaN

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-  Document created by Omolola Awonusi (oawonusi@dekalbcountyga.gov)
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