

LOWNDES COUNTY BOARD OF COMMISSIONERS
PROPOSED AGENDA
WORK SESSION, MONDAY, OCTOBER 24, 2022, 8:30 A.M.
REGULAR SESSION, TUESDAY, OCTOBER 25, 2022, 5:30 P.M.
327 N. Ashley Street - 2nd Floor

1. Call To Order

2. Invocation

3. Pledge Of Allegiance To The Flag

4. Minutes For Approval

- a. Work Session - October 10, 2022 & Regular Session - October 11, 2022

Recommended Action: Approve

Documents:

5. For Consideration

- a. FY24 5311 Regional Transit Resolution

Recommended Action: Board's Pleasure
Approve

Documents:

- b. Joint Funding Agreement with USGS for Stream Gauge Maintenance

Recommended Action: Approve

Documents:

- c. Code Red Service Renewal

Recommended Action: Approve

Documents:

- d. Renewal of Disaster Related Debris Removal Contracts

Recommended Action: Approve

Documents:

- e. Approval of Hazard Mitigation Grant Program (HMGP) Applications

Recommended Action: Board's Pleasure

Documents:

- f. Comprehensive Facilities Energy Savings Project - Phase 2

Recommended Action: Adopt

Documents:

- g. Transportation Investment Act (TIA) Local Project Delivery Application - Twin Lakes Road Paving and Drainage Improvements

Recommended Action: Approve

Documents:

- h. Patrol Car Laptop Lease
Recommended Action: Approve
Documents:
- i. FY23 Law Enforcement Training Grant
Recommended Action: Approve
Documents:
- j. Service Delivery Agreement Consideration
Recommended Action: Board's Pleasure
Documents:

6. Bid

- a. Exit 13 Lift Station and Force Main Project
Recommended Action: Approve
Documents:

7. Reports - County Manager

8. Citizens Wishing To Be Heard - Please State Your Name and Address

9. Adjournment

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: FY24 5311 Regional Transit Resolution

DATE OF MEETING: October 25, 2022

Work Session/Regular Session

BUDGET IMPACT:

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: FY24 5311 Regional Transit Resolution

HISTORY, FACTS AND ISSUES: The Southern Georgia Regional Commission Council voted at their September 22nd meeting to apply for the FY2024 5311 Rural Transportation Program Grant Funding from GDOT in order to continue operating the regional transit system on behalf of the participating local municipalities. The FY2024 grant application submission due date is October 31st, 2022.

Attached is a copy of the resolution authorizing the Chairman to sign all necessary forms for Lowndes County to opt into the regional transit program, and for the SGRC to apply to GDOT for the 5311 Grant Funding.

OPTIONS: 1) Board's Pleasure
2) Adopt the resolution authorizing the required documents to be signed for the SGRC's operation of the Regional 5311 Rural Transportation Program.

RECOMMENDED ACTION: Board's Pleasure
Approve

DEPARTMENT: Planning/Zoning

DEPARTMENT HEAD: JD Dillard

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

Part C: Authorizing Resolution

The following two pages include an authorizing resolution that must be enacted by the governing body of the Applicant Organization and signed by the Chair of the County Commission, Mayor, or the head of the governing body as appropriate. Please complete the fillable fields on the resolution, then print and sign the designated fields. The authorizing resolution must be properly witnessed and notarized, including the date the notary's commission expires. The resolution should also be stamped with the notary seal as well as the seal of the county commission, city, or appropriate applicant jurisdiction. The certificate of the attesting officer must also be completed.

A scanned copy of the completed, signed, and notarized Authorizing Resolution should be submitted as an attachment with the full application package.

RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION WITH THE GEORGIA DEPARTMENT OF TRANSPORTATION AND THE UNITED STATES DEPARTMENT OF TRANSPORTATION FOR A GRANT FOR PUBLIC TRANSPORTATION ASSISTANCE UNDER TITLE 49 U.S.C., SECTION 5311.

WHEREAS, the Federal Transit Administration and the Georgia Department of Transportation are authorized to make grants to non-urbanized (rural) areas for mass transportation projects; and

WHEREAS, the contract for financial assistance will impose certain obligations upon Applicant, including the provision of the local share of project costs; and

WHEREAS, it is required by the United States Department of Transportation and the Georgia Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964, that in connection with the filing of an application for assistance under the Federal Transit Act, the applicant gives an assurance that it will comply with Title VI of the Civil Rights Act of 1964 and the United States Department of Transportation requirements thereunder; and

WHEREAS, it is the goal of the Applicant that Minority Business Enterprise (Disadvantaged Business Enterprise and Women's Business Enterprise) be utilized to the fullest extent possible in connection with this project, and that definitive procedures shall be established and administered to ensure that minority business shall have the maximum feasible opportunity to compete for contracts and purchase orders when procuring construction contracts, supplies, equipment contracts, or consultant and other services.

NOW THEREFORE, BE IT RESOLVED BY Lowndes County Board of Commissioners
hereinafter referred to as the "Applicant",

1. That the Designated Official, Southern Georgia Regional Commission hereinafter, referred to as the "Official" is authorized to execute and file an application on the behalf of the Applicant, a City/County government, with the Georgia Department of Transportation to aid in the financing of public transportation assistance pursuant to Section 5311 of the Federal Transit Act.
2. That the Official is authorized to execute and file such application and assurances or any other document required by the U.S. Department of Transportation and the Georgia Department of Transportation effectuating the purpose of Title VI of the Civil Rights Act of 1964.
3. That the Official is authorized to execute and file all other standard assurances or any other document required by the Georgia Department of Transportation or the U.S. Department of Transportation in connection with the application for public transportation assistance.
4. That the Official is authorized to execute grant contract agreements on behalf of the Applicant with the Georgia Department of Transportation.

5. That the Official is authorized to set forth and execute Minority Business Enterprise, DBE (Disadvantaged Business Enterprise) and WBE (Women Business Enterprise) policies and procedures in connection with the project's procurement needs as applicable.
6. That the applicant while making application to or receiving grants from the Federal Transit Administration will comply with FTA Circular 9040.1G, FTA Certifications and Assurances for Federal Assistance 2022 as listed in this grant application and General Operating Guidelines as illustrated in the Georgia State Management Plan.
7. That the applicant has or will have available the required non-federal funds to meet local share requirements for this grant application.

APPROVED AND ADOPTED this 25th day of October, 2022.

Authorized Official

Bill Slaughter, Chairman

Type Name and Title

Signed, sealed and delivered this 25th day of October, 2022 in the presence of

Witness

Notary Public/Notary Seal

CERTIFICATE

The undersigned duly qualified and acting County Clerk of Lowndes County, GA (*Title of Certifying/Attesting Official*) (*Applicant's Legal Name*) certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting held on 25th, 2022.

Name of Certifying/Attesting Officer

County Clerk

Title of Certifying/Attesting Officer

(Place Seal Here)

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Joint Funding Agreement with USGS for Stream Gauge
Maintenance

DATE OF MEETING: October 25, 2022

Work Session/Regular Session

BUDGET IMPACT: \$23,850.00

FUNDING SOURCE:

- Annual: \$23,850.00
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Joint Funding Agreement with USGS for Stream Gauge Maintenance

HISTORY, FACTS AND ISSUES: In 2009, Lowndes County entered into an agreement with the US Geological Survey (USGS) to install and maintain a stream gauge to monitor water levels on the Little River. This gauge is installed on the Hwy 122 bridge, just west of Hahira. While the USGS provided all of the equipment and the installation costs, Lowndes County has entered into an agreement since that time to provide funding for the ongoing maintenance costs associated with keeping the equipment in operation. From 2009 until 2019, Lowndes County funded this single gauge site.

In 2019, the City of Valdosta notified the USGS that they would no longer be able to fund the main gauge site located on the Withlacoochee River at Skipper Bridge. At that time, Lowndes County agreed to assist with additional funding to allow this gauge to remain in operation. This additional gauge is funded in a partnership with USGS and the Suwanee River Watershed Management District, both providing funding towards this project location.

With the currently proposed agreement, Lowndes County is responsible for a total of \$23,850.00 in total maintenance costs. This is broken down into \$14,500.00, for the Little River site and \$9,350.00, for the Withlacoochee River site. This represents an increase of \$900.00 over the previous year for the Withlacoochee site, but the costs for the Little River gauge remained unchanged. The increase is most likely attributable to upgraded cameras and data collection equipment at the Withlacoochee site.

OPTIONS: 1. Approve and authorize the Chairman to sign the Joint Funding Agreement with the USGS for maintenance of Stream Gauges at the Little River and Withlacocchee River in Lowndes County.
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Emergency Management

DEPARTMENT HEAD: Ashley Tye

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
South Atlantic Water Science Center
1770 Corporate Drive, Suite 500
Norcross, GA 30093

September 3, 2022

Mr. Ashely Tye

Lowndes County Board of Commissioners
250 Douglas County
Valdosta, GA 31601

Dear Mr. Tye:

Attached is a copy of the Joint Funding Agreement (JFA) with original signatures for the project(s) project entitled "the operation and routine maintenance of two real-time streamgages" during the period October 1, 2022 through September 30, 2023 in the amount of \$23,850 from your agency. U.S. Geological Survey contributions for this agreement is \$1,800 for a combined total of \$25,650. A table of the real-time streamgages with funding contributions are outlined below:

Station Number	Station Name and Location	Parameters	2023-24 Gage Total	USGS COOP (CMF)	Lowndes County
023177483	Withlacoochee River at Skipper Rd, Near Bemiss, GA	S, Q	\$10,250	\$900	\$9,350
02318380	Little River near Hahira, GA	S, Q	\$15,400	\$900	\$14,500
			\$25,650	\$1,800	\$23,850

Please sign and return one fully-executed original to Crystal Stallworth at castallw@usgs.gov or the address above.

Please have a copy signed by an authorized official(s), and return to the attention of Crystal Stallworth, Budget Analyst, at castallw@usgs.gov or the address shown above.. Work cannot be started or continued until we receive the signed agreement. All work performed with funds from this agreement will be conducted on a fixed-price basis. Billing will be rendered annually. Please do not send a check at this time as you will be billed at a later date which will include payment instructions with the address for mailing your check. The results of all work under this agreement will be available for publication by the U.S. Geological Survey. Any party may terminate this agreement by providing 60 day's written notice to the other party.

If you have any questions or require additional information please contact Christopher A. Smith, Norcross Field Office chief, at 678-924-6686 or via email at smithca@usgs.gov.

Sincerely,

Victor C. Engel
Director

Enclosure
23MPJFAG0000013 (2)

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 600001128
Agreement #: 23MPJFAG0000013
Project #: MP00
TIN #: 58-6000856

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the October 1, 2022, by the U.S. GEOLOGICAL SURVEY, South Atlantic Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Lowndes County Board of Commissioners party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation Water Resource Investigations (per attachment), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$1,800 by the party of the first part during the period October 1, 2022 to September 30, 2023
- (b) \$23,850 by the party of the second part during the period October 1, 2022 to September 30, 2023
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices>).

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000001128
Agreement #: 23MPJFAG0000013
Project #: MP00
TIN #: 58-6000856

9. Billing for this agreement will be rendered annually. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Christopher Smith
Supervisory Hydrologic Technician
Address: 1770 Corporate Drive Suite 500
Norcross, GA 30093
Telephone: (678) 924-6686
Fax: (678) 924-6710
Email: smithca@usgs.gov

Customer Technical Point of Contact

Name: Ashely Tye
Address: 250 Douglas County
Valdosta, GA 31601
Telephone: (229) 671-2790
Fax:
Email: atye@lowndescounty.com

USGS Billing Point of Contact

Name: Crystal Stallworth
Budget Analyst
Address: 1770 Corporate Drive Suite 500
Norcross, GA 30093
Telephone: (678) 924-6691
Fax: (678) 924-6710
Email: castallw@usgs.gov

Customer Billing Point of Contact

Name: Ashely Tye
Address: 250 Douglas County
Valdosta, GA 31601
Telephone: (229) 671-2790
Fax:
Email: atye@lowndescounty.com

U.S. Geological Survey
United States
Department of Interior

Lowndes County Board of Commissioners

**VICTOR
ENGEL**
By _____ Date: _____
Name: Victor C. Engel
Title: Director

Signature
Digitally signed by
VICTOR ENGEL
Date: 2022.09.27
11:51:39 -04'00'

Signatures

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Code Red Service Renewal

DATE OF MEETING: October 25, 2022

Work Session/Regular Session

BUDGET IMPACT: \$31,500.00

FUNDING SOURCE:

- Annual: \$31,500.00
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Code Red Service Renewal

HISTORY, FACTS AND ISSUES: Since 2007, Lowndes County has utilized Code Red as a mass notification system to provide the residents of Lowndes County with emergency notifications for emergency situations such as severe weather, boil water notices and other emergency situations. This service allows local officials to notify residents in an area impacted by an emergency in a short period of time and provide them with information on the nature of the emergency as well as what they should do in order to protect themselves, their family and property. In the case of severe weather, the system is capable of providing potentially life-saving warnings immediately as they are issued by the National Weather Service to alert any residents within the designated path of the storm.

Continuation of the current services provided through Code Red requires an annual renewal. Onsolve, the parent company for Code Red, has agreed to provide for renewal for an additional one-year term, under the current terms and agreements, for \$31,500.00 to cover the period beginning December 10, 2022 through December 9, 2023. This price has remained unchanged for the past two (2) years.

OPTIONS: 1. Approve the renewal agreement and authorize the Chairman to sign the attached Order Form.
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Emergency Management

DEPARTMENT HEAD: Ashley Tye

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

MJS

CODERED NEXT SERVICES AGREEMENT

This CodeRED® NEXT Services Agreement ("Agreement") is made and effective as of December 10, 2015 (the "Effective Date") by and between Emergency Communications Network, LLC, a Delaware Limited Liability Company ("Licensor") located at 780 W. Granada Boulevard, Ormond Beach, FL 32174 and Lowndes County Board of Commissioners, a body politic and corporate of the State of Georgia ("Licensee") located at 327 North Ashley Street, Valdosta, GA 31601.

Licensor is the owner of a service identified as "CodeRED® Emergency Notification System" (the "Service"), which is designed to allow authorized licensed users to have access 24 hours a day, 7 days a week for the purpose of generating high-speed notifications to targeted groups via an Internet-hosted software application. Licensee desires to utilize the Service for the purpose of communicating matters of public interest and concern. The parties agree as follows:

- 1. **License:** Licensor grants Licensee a non-exclusive and non-transferable license (the "License") to allow departments under the sole control of Licensee to use the Service, in accordance with the terms of this Agreement, provided however, in no instance shall the Service be used by any school, school system, departments of education, university department(s), or by any departments which are not directly governed by Licensee without the prior written consent of Licensor. Licensor offers alternate licensing solutions specifically designed for education separate from the Service. Licensor reserves the right to either charge additional fees or terminate this Agreement if other parties not contemplated in this Agreement are granted access to the Service by Licensee. Licensee assumes full and complete responsibility for the use of the Service by anyone whom Licensee permits to use the Service or who otherwise uses the Service through Licensee's access codes.

Licensee may not assign, license, sublicense, rent, sell or transfer the License, the Service, those codes used to access the Service, or any rights under this Agreement. To access the Service, Licensor will provide Licensee with up to fifteen (15) unique user name(s) and password(s). Additional users pass codes may be obtained at an additional annual fee as outlined in Exhibit A, attached hereto and incorporated by reference.

- 2. **Ownership:** Licensee also agrees that it shall not duplicate, translate, modify, copy, printout, disassemble, decompile or otherwise tamper with the Service or any software provided. The Licensee's License confers no title or ownership in the Service or its underlying technology.
- 3. **Functionality:** The Service provides the ability for Licensee to generate high-speed notifications to geographically selected calling areas and/or listed databases via an Internet-hosted software application. The Service utilizes an interactive voice response telephone service to record Licensee voice messages and initiate telephone call-out projects. Licensee's community database(s) shall be limited to containing contact data located within the geographic boundaries (determined by Lat/Lon coordinates) of Lowndes County, Georgia (the "Calling Area"). Licensee may only place calls via the system to telephone numbers assigned within the 48 contiguous United States of America. International call rates may be set by separate agreement. Any additional Service functions will be charged at the rates on Exhibit A.
- 4. **Term:** This Agreement, and the License extended herein, will continue for a period of one (1) year (the "Initial Term") commencing on the Effective Date. Upon termination of this Agreement, whether by expiration of the Initial Term, any Renewal Term (as hereinafter defined)(the Initial Term and any Renewal Term, collectively, the "Term"), or as otherwise set forth herein, Licensee's access to the Service will be terminated.
- 5. **Costs for the Service:** During the Term of this Agreement, Licensee agrees to pay all costs and fees for utilizing the Service, as described in Exhibit A, and as set forth in this paragraph. Licensee understands and agrees that the pricing set forth on Exhibit A is predicated on a population within the Calling Area not to exceed 114,999. Licensee further understands and agrees that a deviation above 10% of such population, as is listed in this Agreement, shall result in increased pricing at Licensor's then-current rates. Payment for the Service is due and payable upon Licensee's receipt of invoice (ROI). Finance charges at a rate of 1% per month (12% per annum) will be charged on all balances outstanding beyond 60 days. All payments due under this agreement shall be paid to: Emergency Communications Network, LLC at 780 W. Granada Boulevard, Ormond Beach, FL 32174. Licensee understands and agrees that the prices set forth on Exhibit A are not final until this Agreement has been fully executed, and that it is at Licensor's discretion to honor such prices in the event this Agreement has not been returned to the Licensor within 90 days from the date this Agreement was drafted for the Licensee.

Initials
Licensor 
Licensee 

6. **Discount Contract Extension:** Upon each annual anniversary of the Effective Date of this Agreement, the Term of this Agreement will automatically extend for an additional one-year period (each a "Renewal Term"), except as otherwise set forth herein. This contract extension provision will continue to extend the Agreement period by one (1) additional year upon each annual anniversary of the Effective Date. Either party may cancel this renewal provision by submitting written notice to the other no less than 30 days prior to the end of the Initial Term or then current Renewal Term. In the event the Agreement is extended:
- a) Licensor will update its systems to extend the active software License and associated access codes for one additional year of use;
 - b) Licensor will invoice Licensee for additional year(s) of service at the rate of thirty thousand dollars (\$30,000) per year; and
 - c) Licensee agrees to pay the contract extension fee set forth in this paragraph upon receipt of invoice from the Licensor, subject to the same terms as set forth in paragraph 5.
7. **Termination:** Licensee or Licensor may terminate this Agreement at the completion of the Initial Term or the then-current Renewal Term by providing the other with no less than 30 days advance written notice prior to the end of the Term. Licensee understands and agrees that failure to provide notice as set forth herein shall result in automatic renewal. Upon termination of this Agreement, Licensee will return all Confidential Information (as hereinafter defined) and copies to Licensor. Licensor, in its sole discretion, may also terminate this Agreement:
- a) for any reason by providing no less than 30 days advance notice, and in such case, Licensor will refund to Licensee an amount equal to the monthly-prorated balance of the annual fee based on the number of days left in the term of the Agreement less the rate of \$0.09 cents times each System Minute used by Licensee; or b) immediately, and without further notice, as a result of Licensee's breach of this Agreement, and in such case, no fees paid hereunder shall be refunded. Upon termination, Licensee agrees to remove from Licensee's computer(s), and any computers within Licensee's control, any and all files and documents related to the Service.
8. **Copyright:** Licensee understands and agrees that United States copyright laws and international treaty provisions protect the Service. Except for the limited License provided for herein, Licensor reserves all rights in and to the Service and all underlying data, compilations, and information maintained by Licensor relating to the Service, including but not limited to, the source or object code. Licensee shall not make any ownership, copyright or other intellectual property claims related to the Service or data processed through the Service.
9. **Representations and Warranties:** Licensee acknowledges and agrees that: (a) the Service is run by software that is designed to be active 24 hours per day, 365 days per year; software in general is not error-free and the existence of any errors in Licensee's software used in conjunction with the Service shall not constitute a breach of this Agreement; (b) in the event that Licensee discovers a material error which substantially affects Licensee's use of the Service, and Licensee notifies Licensor of the error, Licensor shall use reasonable measures to restore access to the Service, provided that such error has not been caused by incorrect use, abuse or corruption of the Service or the Service's software or by use of the Service with other software or on equipment with which it is incompatible by Licensee or a third party accessing the Service through Licensee's passcodes; (c) Licensee is responsible for maintaining access to the Internet in order to use the Service; Licensor in no way warrants Licensee's access to the Internet via Licensee's Internet Service Provider(s); (d) Under certain rare instances not all technologies are compatible without manual intervention by both parties. Licensee agrees that its staff will cooperate with Licensor's staff to make necessary modifications to allow the Service to perform; and (e) the individual signing on behalf of Licensee is an authorized officer, employee, member, director or agent for Licensee and has full authority to cause Licensee to enter into and be bound by the terms of this Agreement and this Agreement fully complies with all laws, ordinances, rules, regulations, and governing documents by which Licensee may be bound.
10. **Security:** Licensor will use commercially reasonable practices and standards to secure and encrypt data transmissions. Licensee understands and acknowledges that Licensor is providing the Service on the World Wide Web through an "upstream" third party Internet Service Provider, utilizing public utility services which may not be secure. Licensee agrees that Licensor shall not be liable to Licensee in the event of any interruption of service or lack of presence on the Internet as a result of any disruption by the third party Internet Service Provider or public utility. Licensee agrees that Licensor cannot guarantee the integrity of any Licensee supplied or user supplied data. Any errors, duplications, or inaccuracies related to Licensee or user supplied data will be the responsibility of the Licensee.

11. **Disclaimer:** In no event (even should circumstances cause any or all of the exclusive remedies to fail their essential purpose, and even if Licensor has been advised of the possibility of such damages) shall Licensor, its officers, directors, managers, members employees or agents, be liable for any indirect, punitive, special, incidental or consequential damages of any nature (regardless of whether such damages are alleged to arise in contract, tort or otherwise), including, but not limited to, loss of anticipated profits or other economic loss in connection with or ensuing from the existence, furnishing, function, or Licensee's use of any item or products or services provided for in this Agreement. Licensee understands that the cumulative liability of Licensor for any and all claims relating to the Service provided by Licensor shall not exceed that total amount paid by Licensee for the most recent payment made by Licensee to Licensor. The Service is provided as-is, and Licensor disclaims all warranties, express or implied, and does not warrant for merchantability or fitness of a particular purpose. Licensee recognizes that once email and text messages have been released from Licensor's equipment, the ultimate delivery of the messages depends on the message recipient's local network. As a result Licensor cannot guarantee the delivery of email and text messages to a recipient.
12. **Appropriate Use of The Service:** To access the Service, Licensor will provide Licensee with unique user name(s) and password(s). Licensee agrees to maintain such user name(s) and password(s) as private and confidential information. Licensee agrees to use the Service in a way that conforms with all applicable laws and regulations. Licensee agrees not to initiate a call, such that the same call is to be delivered to two (2) or more lines of a business. Licensee specifically agrees not to make any attempt to gain unauthorized access to any of Licensor's systems or networks. Licensee agrees that Licensor shall not be responsible or liable for the content of the message(s) created by Licensee, or by those who access the Service using Licensee's codes, or otherwise delivered by the Service on behalf of Licensee. Licensee agrees to defend, indemnify and hold harmless Licensor and its affiliates, employees, officers, directors, managers, members and agents from any and all liabilities, costs, and expenses, including reasonable attorneys' fees, whether brought by a third party, arising from any violation of this Agreement by Licensee; from the content, placement, or transmission of any messages or materials sent or maintained through Licensee's accounts, or use of the Service through Licensee's account. Licensee shall be responsible for compliance with all applicable laws regarding outbound telemarketing, which may include, but are not limited to the Federal Telephone Consumer Protection Act of 1991, The Telemarketing and Consumer Fraud and Abuse Prevention Act of 1999 and the rules and regulations promulgated thereunder, as well as State and Local telemarketing laws and requirements. Licensee will be solely responsible and liable for any such violations and shall defend, indemnify and hold Licensor harmless from all lawsuits, demands, liabilities, damages, claims, losses, costs or expenses, including attorneys' fees (whether by salary, retainer or otherwise), arising out of or resulting from, in whole or in part, a violation of such laws.
13. **Confidentiality:** Licensor acknowledges the confidential nature of Licensee and user supplied data and files that it is to prepare, process or maintain under this Agreement, and agrees to perform its duties in such a manner as to prevent the disclosure to the public or to any persons not employed by Licensor, any confidential data and files. Data collected by Licensor will remain secured on Licensor's equipment and will only be released upon mutual agreement by both parties or a court order of sufficient jurisdiction. Licensee understands and agrees that private citizens and other persons in the Calling Area may voluntarily contribute their contact information to be used in the Service, and that Licensor shall develop and maintain a database of such information, along with other information privately developed by Licensor (the "Data"). Licensee acknowledges and agrees that Licensor desires to maintain the privacy of the Data, and that Licensee shall take no steps to compromise the privacy of the Data. Licensee further acknowledges that Licensor shall disclose to Licensee certain confidential, proprietary trade secret information of Licensor (along with the Data, "Confidential Information"). Confidential Information may include, but is not limited to, the Service, computer programs, flowcharts, diagrams, manuals, schematics, development tools, specifications, design documents, marketing information, user data, Calling Area data, financial information or business plans. Licensee agrees that, at all times during and after the termination of this Agreement, Licensee will not, without the express prior written consent of Licensor, disclose any Confidential Information or any part thereof to any third party. Nothing in this Agreement will be deemed to require Licensor to disclose any Confidential Information to Licensee or to prohibit the disclosure of any information in response to a subpoena or other similar order by a court or agency. The Licensee will promptly notify the Licensor of the receipt of any subpoena or other similar order and of any request under the Public Information Act or any other similar law, and will assist Licensor in preventing the disclosure of the Confidential Information pursuant to same to the extent required by Licensor.

14. **Entire Agreement:** As of the Effective Date, this Agreement supersedes all prior understandings or agreements, whether oral or written, on the subject matter hereof between the parties, including but not limited to that certain CodeRED® Services Agreement by and between Licensee and Licensor, effective December 10, 2015 (the "Prior Agreement"); provided however, that all fees due under the Prior Agreement prior to the Effective Date herein shall be paid in full to Licensor, and that a failure to pay same shall constitute a breach of this Agreement. Only a further writing that is duly executed by both parties may modify this Agreement. The terms and conditions of this Agreement will govern and supersede any additional terms provided by Licensee, including but not limited to additional terms contained in standard purchase order documents and third party application terms, unless mutually agreed to, via written signature, by Licensor. The terms of this Agreement shall not be waived except by a further writing executed by both parties hereto. The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall any waiver under this Agreement constitute a waiver of any subsequent action.

15. **Notices:** All notices or requests, demands and other communications hereunder shall be in writing, and shall be deemed delivered to the appropriate party upon: (a) personal delivery, if delivered by hand during ordinary business hours; (b) the day of delivery if sent by U.S. Mail, postage pre-paid; (c) the day of signed receipt if sent by certified mail, postage pre-paid, or other nationally recognized carrier, return receipt or signature provided and in each case addressed to the parties as follows:

As to Licensor: Emergency Communications Network, LLC, 780 W. Granada Boulevard, Ormond Beach, FL 32174

As to Licensee: Lowndes County Board of Commissioners, Attn: Ashley Tye/EMA, 327 North Ashley Street, Valdosta, GA 31601

Either party may change the address provided herein by providing notice as set forth in this paragraph.

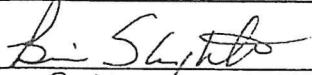
16. **General:** Each party to this Agreement agrees that any dispute arising under this Agreement shall be submitted to binding arbitration according to the rules and regulations of, and administered by, the American Arbitration Association, and that any award granted pursuant to such arbitration may be rendered to final judgment. If any dispute arises hereunder, the prevailing party shall be entitled to all costs and attorney's fees from the losing party for enforcement of any right included in this Agreement, whether in Arbitration, a Court of first jurisdiction and all Courts of Appeal.


17. **Interpretation and Severability:** In the event any provision of this Agreement is determined by an arbitrator or court of competent jurisdiction to be void, the remaining provisions of this Agreement shall remain binding on the parties hereto with the same effect as though the void provision(s) had been limited or deleted, as applicable.

18. **Counterparts and Construction:** This Agreement may be executed in counterparts, each of which shall constitute an original, with all such counterparts constituting a single instrument. The headings contained in this Agreement shall not affect the interpretation of this Agreement and are for convenience only. Licensee agrees that this Agreement shall not be construed against the Licensor as the drafter, and that Licensee has read and understands this Agreement, and had the opportunity to review this Agreement with legal counsel.

19. **Survival:** Certain obligations set forth herein represent independent covenants by which either party hereto may be bound and shall remain bound regardless of any breach of this Agreement and shall survive termination of this Agreement.

IN WITNESS WHEREOF, the parties execute this Agreement on the date(s) indicated below.

Licensee:
Lowndes County Board of Commissioners,
Georgia
Signature: 
Printed Name: Bill Slaughter
Title: Chairman
Date: 6/14/16

Licensor:
Emergency Communications Network, LLC
Signature: 
Printed Name: David DiGiacomo
Title: CEO/President
Date: 06/16/2016

Initials
Licensor: 
Licensee: 

Exhibit A – Service Charges

One (1) year Discounted CodeRED NEXT Service Agreement	\$ 30,000.00
One-time credit for payment under Prior Agreement for 12/10/15 – 12/09/16	<u>\$(25,000.00)</u>
BALANCE DUE UPON SIGNING FOR THE INITIAL TERM:	\$ 5,000.00
<u>Unlimited</u> CodeRED System Minutes	\$ <u>Included</u>
Up to <u>15</u> CodeRED user pass codes	\$ <u>Included</u>
Additional pass codes may be purchased for an annual fee of <u>\$150.00</u> per pass code.	
One (1) CodeRED distance training session	\$ <u>Included</u>
Additional distance training sessions may be purchased for <u>\$150.00</u> per hour (one hour minimum)	
In person training sessions may be purchased for <u>\$1,500.00</u> per trainer, per day, plus all travel, lodging and ground transportation	
Initial Residential Database Upload	\$ <u>Waived</u>
Standard CodeRED data collection website	\$ <u>No Charge</u>
Standard CodeRED mapping interface and data layers	\$ <u>No Charge</u>
Email and Text Messaging	\$ <u>No Charge</u>
Annual System Maintenance, including all Software Upgrades	\$ <u>No Charge</u>

Database Accuracy Updates:

Licensor Supplied Database: "Database Accuracy Updates" ensure that the data population maintained by Licensor under this Agreement undergoes periodic accuracy checks using the Licensor's most current in-house compiled database including, but not limited to, household addresses and telephone numbers. It will be the sole responsibility of the Licensee to maintain database accuracy and request updates from the Licensor.

One annual "Database Accuracy Update" will be performed by the Licensor upon request by the Licensee at no charge. Additional updates requested by Licensee will incur charges at the rate listed below after the update service is completed by Licensor.

3¢ per record in final updated database population.

Licensee Supplied Database: A service labor fee of One Hundred Dollars (\$100.00) per hour will be billed to Licensee for any data importing, manipulating, and loading any database supplied by Licensee or on Licensee's behalf to Licensor.

\$100 per hour for database maintenance

Professional Services Upon Request: \$135/hour

Licensor shall perform professional services as requested from time to time by Licensee in its sole discretion.

STATE OF GEORGIA
LOWNDES COUNTY

CONTRACTOR AFFIDAVIT AND AGREEMENT

In connection with the Contractor's sale to, project for, and/or Contract with the Lowndes County Board of Commissioners involving the physical performance of services and/or labor by the Contractor, the undersigned, who, after being duly sworn, states under oath and agrees to for and on behalf of the Contractor as follows:

1.

By executing this Affidavit, the undersigned verifies the compliance of the Contractor with the Georgia Illegal Immigration Reform and Enforcement Act of 2011, Sections 2 and 3, as amended (O.C.G.A. § 13-10-90 et seq., the "Act") and Georgia Department of Labor Rules 300-10-1-.01 et seq. (and, for a contract or agreement relating to public transportation, with the rules regarding the Act of the Georgia Department of Transportation; the "GDOT Rules"), stating affirmatively that the individual, firm, or corporation Contractor hereunder which is so contracting with and/or performing physical services and/or labor for the Lowndes County Board of Commissioners ("Lowndes County") has registered with, is authorized to use, is using, and will continue to use throughout the term of the sale to, project for, and/or Contract with Lowndes County, a Federal Work Authorization Program* in accordance with the applicable provisions and deadlines established in the Act and Georgia Department of Labor Rule 300-10-1-.02 (and, for a contract or agreement relating to public transportation, established in the GDOT Rules).

2.

The undersigned Contractor further agrees that, should it employ or contract with any subcontractor(s) in connection with Contractor's sale to, project for, and/or Contract with Lowndes County for which this Affidavit is given, then the undersigned Contractor will secure from such subcontractor(s) similar verification of compliance with the Act and Georgia Department of Labor Rules 300-10-1-.01 et seq. (and, for a contract or agreement relating to public transportation, verification of compliance with the GDOT Rules) through the subcontractor's execution of the Subcontractor Affidavit required by the Act and the rules and regulations thereunder. The undersigned Contractor further agrees to maintain records of such compliance and provide a copy of each such Subcontractor Affidavit and verification to Lowndes County within five (5) business days after the subcontractor(s) is retained. The Affidavit from each subsequent contractor shall include the subcontractor's (or sub-subcontractor's) name and address, E-verify/Federal Work Authorization Program user identification number and date of authorization to use the Federal Work Authorization Program, the name of the project, and the name of the public employer for the project.

169667
Contractor's E-verify/Federal Work Authorization
Program User Identification Number

Code Red and Weather Warning Service
Name of Project

12/9/08
Date of Authorization

Lowndes County Board of Commissioners
Name of Public Employer

[Signatures continue on following page]

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING
IS TRUE AND CORRECT, AND AGREE TO THE FOREGOING FOR AND
ON BEHALF OF THE CONTRACTOR.

[Signature] BY: Authorized Officer or Agent of Contractor 06/16/2016 Date

EMERGENCY COMMUNICATIONS NETWORK, LLC
Contractor's Name

President / CEO
Title of Authorized Officer or Agent of Contractor

David DiGiacomo
Printed Name of Authorized Officer or Agent of Contractor

780 W. GARDNER BLVD, ORLAND BEACH, FL
Contractor's Address 32174

Sworn to and subscribed before me
This 16th day of June, 2016

Michael Joseph Speranza
Notary Public

My commission expires: 3/22/2019



MICHAEL JOSEPH SPERANZA
MY COMMISSION # FF 212340
EXPIRES: March 22, 2019
Bonded Thru Budget Notary Services

* Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, commonly known as E-Verify.



ORDER FORM

This Order Form documents the purchase of Subscription Services and other Services being purchased by the customer listed below (“Customer”) from OnSolve, LLC (“OnSolve”), and is entered into as of the date the Customer signs (the “Effective Date”).

Initial Term: 1.00 year(s) commencing on the Service Start Date

Renewal Term: 3.00 year(s)

Service Start Date: December 10, 2022

Customer Information	Company Name:	Lowndes County (GA) Board of Commissioners
	Street Address:	PO Box 1349
	City, State, Zip, Country:	Valdosta, GA, 31603, US
Billing Contact Purchase Order Number	Company Name:	Lowndes County (GA) Board of Commissioners
	Name:	Ashley Tye
	Street Address:	PO Box 1349
	City, State, Zip, Country:	Valdosta, GA, 31603, US
	Phone:	2296712790
	Email:	ashley.tye@lowndescounty.com
Primary Contact <i>Note: this contact will be setup in the Services as an Administrator.</i>	Name:	Ashley Tye
	Title:	Emergency Management Director
	Phone:	2296712790
	Email:	ashley.tye@lowndescounty.com

Subscription Service Fees

Critical Communications

Item/Description	Order Term	Qty	Annual Price**	Term Total
CodeRED Standard Renewal	12/10/2022 - 12/09/2023	1	\$31,500.00	\$31,500.00
CodeRED Weather Warning	12/10/2022 - 12/09/2023	1	\$0.00	\$0.00
CodeRED Premium Data	12/10/2022 - 12/09/2023	1	\$0.00	\$0.00
Critical Communications Subscription Fees				\$31,500.00

ORDER TOTAL	\$31,500.00
--------------------	--------------------

Annual Fees

Year 1 Subscription Fees + Non-Recurring Service Fees	\$31,500.00
--	--------------------

**The Fees shown above may have been rounded to two decimal places for display purposes. As many as ten decimal places may be present in the actual price. The totals for this order were calculated using the actual price, rather than the Fees displayed above, and are the true and binding totals for this order.

All pricing is in US Dollars unless otherwise specified

The Subscription Service above includes the plan and terms set forth in the document previously signed by the Customer (the "Terms"). Except as expressly amended hereby, the Terms shall continue in full force and effect. In the event of a conflict between this document and the Terms, this document shall control. Capitalized terms not defined herein shall have the definitions ascribed to them in the Terms.

Lowndes County (GA) Board of Commissioners

By: _____

Name:

Title:

Date:

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Renewal of Disaster Related Debris Removal Contracts

DATE OF MEETING: October 25, 2022

Work Session/Regular Session

BUDGET IMPACT: None

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Renewal of Disaster Related Debris Contracts

HISTORY, FACTS AND ISSUES: On November 10, 2020, the Lowndes County Board of Commissioners entered into no-cost, pre-event agreements with three (3) qualified contractors to provide disaster related debris removal services, if requested by Lowndes County. These agreements allow Lowndes County to secure better pre-event pricing and position themselves to execute an agreement for services following a disaster more quickly. The intent is to expedite the recovery process and the execution of these types of pre-event contracts is recommended by the Federal Emergency Management Agency (FEMA) as part of a comprehensive debris removal plan, and is considered best practice within the Emergency Management community.

The original agreements were for a period of one (1) year, with the option to renew for up to four (4) additional years. At the December 14, 2021 meeting, the Board of Commissioners exercised their option to renew the agreements for an additional year. Renewal for an additional year would extend the agreements through November 9, 2023 and Lowndes County would have the option for two (2) additional renewal terms available under the current agreements.

Currently, Ashbritt, Inc. is the primary contractor and would be notified first. Crowder Gulf, LLC is the secondary contractor and Southern Disaster Recovery, LLC is the tertiary contractor.

OPTIONS: 1. Approve renewal of disaster related debris contracts for an additional one-year term.
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Emergency Management

DEPARTMENT HEAD: Ashley Tye

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

CrowderGulf

Disaster Recovery and Debris Management

5629 Commerce Boulevard East
Mobile, Alabama 36619

Office: (800) 992-6207
Fax: (251) 459-7433

July 28, 2021

Ms. Paige Dukes
County Manager
Lowndes County
327 N Ashley St., 3rd Floor
Valdosta, GA 31601

via email: cmanager@lowndescounty.com

Re: Contract Renewal for Debris Removal Services, RFP #LC-2020-6705

Dear Ms. Dukes

On November 10, 2020, Lowndes County entered into a contract with CrowderGulf for Debris Removal Services. The Contract term shall be for a one (1) year period beginning from and after the Effective Date, plus any renewals of this agreement as permitted hereunder, unless otherwise terminated as provided herein. This Agreement shall automatically renew for up to four (4) additional one (1) year terms, unless sooner terminated.

According to the Contract, Article 16, the Contract may be modified in writing by Amendment executed by both the County and the Contractor. From June 2020 to June 2021, the consumer price index for urban consumer (CPIU) rose 5.4 percent. At this time CrowderGulf is requesting a price increase of 5.4 percent.

If Lowndes County is in agreement to renew the contract, please sign the renewal acceptance below and return to CrowderGulf. Upon execution of this acknowledgement the contract will continue with the updated pricing sheet (attached) until its new expiration date of November 09, 2022.

We appreciate the opportunity to renew this contract and stand ready to respond in the event the community of Lowndes County requests our services. If you have any questions or if we can be of any further assistance please do not hesitate to contact me at 800-992-6207 or by e-mail jramsay@crowdergulf.com.

Best regards,



Ashley Ramsay-Naile
President

RENEWAL ACCEPTANCE – Lowndes County, GA

Signature

Name/Title

Date

Attachment A - Pricing Schedule
(This information is required but will not be used for
evaluation purposes)

Emergency Debris Clearance (Push)

<i>ALL EQUIPMENT RATES BELOW INCLUDE OPERATOR, FUEL AND MAINTENANCE COSTS</i>	
CONTRACTOR NAME:	CrowderGulf, LLC.
Personnel/Equipment	Hourly Rate
Stump Grinder	\$105.40
50' Bucket Truck	\$126.48
Service Trucks	\$79.05
Tractor with Box Blade	\$79.05
Water Truck (2000 gal.)	\$79.05
Motor Grader	\$126.48
Climber with Gear	\$128.59
Superintendent with Truck	\$79.05
Foreman with Truck	\$68.51
Operator with Chainsaw	\$44.27
Traffic Control Personnel	\$40.05
Laborer	\$36.89
Field Project Foreman	\$68.51
Administrative Assistant	\$40.05
Clerical	\$36.89
Trackhoe, CAT 330 or Equiv.	\$147.56
Bulldozer	\$63.24
Aerial Lift, Self-Propelled, Maximum platform height, 37 feet, Horsepower to 15, Articulated, Telescoping, Scissor	\$31.62
Aerial Lift, Self-Propelled, Maximum platform height, 60 feet, Horsepower to 30, Articulated, Telescoping, Scissor	\$36.89
Aerial Lift, Self-Propelled, Maximum platform height, 70 feet, Horsepower to 50, Articulated, Telescoping, Scissor	\$46.38
Aerial Lift, Self-Propelled, Maximum platform height, 125 feet, Horsepower to 85, Articulated, Telescoping, Scissor	\$84.32
Aerial Lift, Self-Propelled, Maximum platform height, 150 feet, Horsepower to 130, Articulated, Telescoping, Scissor	\$126.48
Aerial Lift, Truck Mounted, Maximum platform height, 25 feet, Articulated, Telescoping, Scissor	\$28.46
Aerial Lift, Truck Mounted, Maximum platform height, 50 feet, Articulated, Telescoping, Scissor	\$53.75
Aerial Lift, Truck Mounted, Maximum platform height, 75 feet, Articulated, Telescoping, Scissor	\$73.78
Aerial Lift, Truck Mounted, Maximum platform height, 100 feet, Articulated, Telescoping, Scissor	\$145.45
Chipper Brush, Chipping Capacity, 6 Inches, To 35 Horsepower, Trailer Mounted	\$15.81
Chipper Brush, Chipping Capacity, 12 Inches, To 65 Horsepower, Trailer Mounted	\$17.92

Chipper Brush, Chipping Capacity, 16 Inches, To 100 Horsepower, Trailer Mounted	\$23.19
Chipper Brush, Chipping Capacity, 18 Inches, To 125 Horsepower, Trailer Mounted	\$29.51
Chipper Brush, Chipping Capacity, 18 Inches, To 200 Horsepower, Trailer Mounted	\$42.16
Chipper Brush, Chipping Capacity, 19 Inches, To 300 Horsepower, Trailer Mounted	\$63.24
Chipper Brush, Chipping Capacity, 19 Inches, To 450 Horsepower, Trailer Mounted	\$79.05
Chipper Brush, Chipping Capacity, To 650 Horsepower, Trailer Mounted	\$147.56
Crane, Maximum Lift Cap, 8 Metric Tons, To 80 Horsepower	\$42.16
Crane, Maximum Lift Cap, 15 Metric Tons, To 150 Horsepower	\$52.70
Crane, Maximum Lift Cap, 27 Metric Tons, To 200 Horsepower	\$158.10
Crane, Maximum Lift Cap, 45 Metric Tons, To 3000 Horsepower	\$210.80
Crane, Maximum Lift Cap, 70 Metric Tons, To 350 Horsepower	\$237.15
Crane, Maximum Lift Cap, 110 Metric Tons, To 450 Horsepower	\$289.85
Crane Truck Mounted, Maximum Lift Cap, 17,600 pounds	\$42.16
Crane Truck Mounted, Maximum Lift Cap, 33,000 pounds	\$59.02
Crane Truck Mounted, Maximum Lift Cap, 60,000 pounds	\$87.48
Crane Truck Mounted, Maximum Lift Cap, 120,000 pounds	\$126.48
Fork Lift, Capacity, 6,000 pounds, To 60 Horsepower	\$23.19
Fork Lift, Capacity, 12,000 pounds, To 90 Horsepower	\$37.94
Fork Lift, Capacity, 18,000 pounds, To 140 Horsepower	\$52.70
Fork Lift, Capacity 50,000, To 215 Horsepower	\$73.78
Loader, Skid Steer, Operating Capacity, 1,000 pounds, To 35 Horsepower	\$85.40
Loader, Skid Steer, Operating Capacity, 2,000 pounds, To 65 Horsepower	\$94.86
Loader, Skid Steer, Operating Capacity, 3,000 pounds, To 85 Horsepower	\$126.48
Loader, Skid Steer, Operating Capacity, 4,000 pounds, To 94 Horsepower	\$126.48
Loader, Wheel, Bucket Capacity, 0.5 Cubic Yard, To 38 Horsepower	\$126.48
Loader, Wheel, Bucket Capacity, 1 Cubic Yard, To 60 Horsepower	\$137.02
Loader, Wheel, Bucket Capacity, 2 Cubic Yard, To 105 Horsepower	\$147.56
Loader, Wheel, Bucket Capacity, 3 Cubic Yard, To 152 Horsepower	\$158.10
Loader, Wheel, Bucket Capacity, 4 Cubic Yard, To 200 Horsepower	\$168.64
Loader, Wheel, Bucket Capacity, 5 Cubic Yard, To 250 Horsepower	\$179.18
Loader, Wheel, Bucket Capacity, 6 Cubic Yard, To 305 Horsepower	\$189.72
Loader, Wheel, Bucket Capacity, 7 Cubic Yard, To 360 Horsepower	\$200.26
Loader, Wheel, Bucket Capacity, 8 Cubic Yard, To 415 Horsepower	\$221.34
Loader, Wheel, Bucket Capacity, 9 Cubic Yard, To 470 Horsepower	\$263.50
Loader, Wheel, Bucket Capacity, 10 Cubic Yard, To 530 Horsepower	\$295.12
Loader-Backhoe, Wheel, Bucket Capacity, 0.5 Cubic Yard, To 40 Horsepower	\$126.48
Loader-Backhoe, Wheel, Bucket Capacity, 1 Cubic Yard, To 70 Horsepower	\$85.40
Loader-Backhoe, Wheel, Bucket Capacity, 1.5 Cubic Yard, To 95 Horsepower	\$94.86
Loader-Backhoe, Wheel, Bucket Capacity, 1.75 Cubic Yard, To 115 Horsepower	\$105.40
Saw Concrete, Blade Diameter, 14 inch, To 14 Horsepower	\$10.54

Saw, Concrete, Blade Diameter, 26 inch, To 35 Horsepower	\$12.65
Saw, Concrete, Blade Diameter, 48 inch, To 65 Horsepower	\$15.81
Sweeper, Pavement, To 110 Horsepower	\$42.16
Sweeper, Pavement, To 150 Horsepower	\$52.70
Sweeper, Pavement, To 200 Horsepower	\$63.24
Trailer, Dump, Capacity, 20 Cubic Yard, Does not include prime mover	\$52.70
Trailer, Dump, Capacity, 30 Cubic Yard, Does not include prime mover	\$63.24
Trailer, Dump, Capacity 40 Cubic Yard, Does not include prime mover	\$79.05
Trailer, Equipment, Capacity 30 tons	\$137.02
Trailer, Equipment, Capacity 40 tons	\$137.02
Trailer, Equipment, Capacity 60 tons	\$147.56
Trailer, Equipment, Capacity 120 tons	\$158.10
Truck, Dump, Truck Capacity 8 Cubic Yard, To 210 Horsepower	\$68.51
Truck, Dump, Truck Capacity 10 Cubic Yard, To 235 Horsepower	\$79.05
Truck, Dump, Truck Capacity 12 Cubic Yard, To 255 Horsepower	\$89.59
Truck, Dump, Truck Capacity 18 Cubic Yard, To 330 Horsepower	\$100.13
Truck, Dump, Truck Capacity 28 Cubic Yard, To 400 Horsepower	\$110.67
Truck, Dump, Truck Capacity 40 Cubic Yard, To 460 Horsepower	\$137.02
Truck, Dump, Truck Capacity 50 Cubic Yard, To 620 Horsepower	\$137.02
Truck, Flatbed, Maximum Gross Vehicle Weight, 25,000 pounds, To 180 Horsepower	\$26.35
Truck, Flatbed, Maximum Gross Vehicle Weight, 30,000 pounds, To 215 Horsepower	\$31.62
Truck, Flatbed, Maximum Gross Vehicle Weight, 45,000 pounds, To 250 Horsepower	\$36.89
Truck, Flatbed, Maximum Gross Vehicle Weight, 50,000 pounds, To 300 Horsepower	\$47.43
Truck, Flatbed, Maximum Gross Vehicle Weight, To 375 Horsepower	\$52.70
Truck, Flatbed, Maximum Gross Vehicle Weight, To 450 Horsepower	\$57.97
Truck Knuckle Boom, add flatbed truck to truck mounted crane	\$84.32
Truck Pick-up, To 130 Horsepower	21.08
Truck Pick-up, To 180 Horsepower	\$23.19
Truck Pick-up, To 230 Horsepower	\$25.30
Truck Pick-up, To 280 Horsepower	\$27.40
Truck Tractor, To 210 Horsepower	\$52.70
Truck Tractor, To 265 Horsepower	\$63.24
Truck Tractor, To 310 Horsepower	\$73.78
Truck Tractor, To 350 Horsepower	\$84.32
Tub Grinder, To 400 Horsepower	\$316.20
Tub Grinder, To 500 Horsepower	\$368.90
Tub Grinder, To 600 Horsepower	\$421.60
Tub Grinder, To 700 Horsepower	\$495.38
Tub Grinder, To 800 Horsepower	\$553.35
Tub Grinder, To 900 Horsepower	\$632.40
Tub Grinder, 1,000 Horsepower	\$711.45

Attachment B - Pricing Schedule
(All items are required but only items 1-10 will be used for evaluation purposes)

Debris Removal and Disposal

Contractor Name: CrowderGulf, LLC.

	Name and Description	Cost per Unit
1.	Vegetative storm debris picked up at the designated work zone, hauled to and dumped at a Temporary Debris Storage and Reduction Site (TDSRS)	
1.a.	Mileage Radius: 0-15 Miles	\$ 8.33 /cu.yd.
1.b.	16-30 Miles	\$ 8.75 /cu.yd.
1.c.	31-60 Miles	\$ 9.38 /cu. yd.
2.	Construction and Demolition debris hauled to and dumped at a COUNTY approved disposal site or landfill	
2.a.	Mileage Radius: 0-20 Miles	\$10.54/cu.yd.
2.b.	21-40 Miles	\$11.59/cu.yd.
2.c.	41-70 Miles	\$13.65/cu.yd.
3.	Validated load hauled tickets from the TDSRS for final processed vegetative debris at a COUNTY approved disposal or recycling facility	
3.a.	Mileage Radius: 0-20 Miles	\$ 4.16 /cu.yd.
3.b.	21-40 Miles	\$ 5.22 /cu.yd.
3.c.	41-70 Miles	\$ 6.27 /cu.yd.
4.	Tipping fees, fees for Vegetative and C&D (Construction and Demolition), shall be paid by CONTRACTOR and actual incurred cost shall be invoiced to the COUNTY for reimbursement	

5.	Management, Processing and Loading of all eligible debris and/or residue at the COUNTY owned TDSRS Including preparing and layout of site; management, maintenance and operation of the TDSRS; the receiving, sorting, segregation, processing and reduction of vegetative debris by grinding ; furnishing materials, supplies, labor, tools and equipment necessary to perform services; maintenance of internal roadways, providing traffic control, dust control, erosion control, inspection tower(s), lighting, fire protection, all required permits, environmental monitoring, and safety measures; loading reduced/stored debris and initiating load tickets for final disposition; and Closure and remediation of the TDSRS	: \$ 4.43 /cu.yd.
6.	Management, Processing and Loading of all eligible debris and/or residue at the COUNTY owned TDSRS Including preparing and layout of site; management, maintenance and operation of the TDSRS; the receiving, sorting, segregation, processing and reduction of vegetative debris by burning ; furnishing materials, supplies, labor, tools and equipment necessary to perform services; maintenance of internal roadways, providing traffic control, dust control, erosion control, inspection tower(s), lighting, fire protection, all required permits, environmental monitoring, and safety measures; loading reduced/stored debris and initiating load tickets for final disposition; and Closure and remediation of the TDSRS	: \$ 3.16 /cu.yd.
7.	<u>Hazardous trees</u> – Trees will be evaluated by the COUNTY and be designated to be cut down and hauled to the TDSRS for reduction. Trees will be measured in accordance with prevailing FEMA Policy.	
	Trees with branches remaining – FEE ONLY TO CUT TREE	
7.a.	6-12" Diameter	\$42.16 /tree
7.b.	13-24" Diameter	\$89.59 /tree
7.c.	25-48" Diameter	\$168.64 /tree
7.d.	> 48" Diameter	\$252.96 /tree
8.	Stump "Extrication" fee – All in Accordance with prevailing FEMA Policy.	
8.a.	Stumps 24 – 35.999" in diameter	\$ 131.75 /ea
8.b.	Stumps 36" to 47.999" in diameter	\$ 184.45 /ea
8.c.	Stumps greater than 48" in diameter	\$ 237.15 /ea
	*For loose stumps placed on right of way by others, convert to cubic yards and haul as regular vegetative debris.	

9.	Hangers – Hangers will be considered any hanging/damaged limbs remaining in the tree(s) above the ROW of 2" or greater diameter at the point of break. The Contractor, at the direction of the COUNTY, will remove hangers for a unit price per tree, in accordance with prevailing FEMA Policy.	\$ 79.05 /tree
10.	Fallen Trees – The CONTRACTOR shall cut a fallen tree, which extends onto the ROW from private property, at the point where it enters the ROW. Vegetative debris will be placed on the ROW for collection as addressed under item #1. (a.)	\$ 73.78 /tree
11.	Fill Dirt – As identified and directed by the COUNTY, the CONTRACTOR shall place compatible fill dirt in ruts created by equipment and vehicles, holes created by removal of hazardous stumps and other areas that pose an imminent and significant threat to public health and safety	\$ 15.81 /cu.yd.
12.	Soil, Mud, Sand – The CONTRACTOR shall remove soil, mud and sand identified as disaster debris and hauled to a final disposition site within 30 miles in accordance with all federal, state and local rules, regulations and laws.	\$ 15.81 /cu.yd.
13.	Household Hazardous Waste – The CONTRACTOR shall remove household hazardous waste in accordance with all federal, state and local rules, regulations and laws.	\$ 6.32 /lb
14.	White Goods – The CONTRACTOR shall recycle all eligible white goods in accordance with all federal, state and local rules, regulations and laws	\$ 31.62 /unit
15.	Freon Recovery – The CONTRACTOR SHALL REMOVE AND RECOVER Freon from any white goods, such as refrigerators, freezers or air conditioners, at the TDSRS or final disposition site in accordance with all federal, state and local rules, regulations and laws	\$ 31.62 /unit
16.	Training and Assistance: The Contractor shall assist with the development of a debris management plan and provide one day of Debris Management training per year to the COUNTY staff, as arranged by the Emergency Management Division.	Included
17.	Mobilization and Demobilization – All arrangements necessary to mobilize and demobilize the CONTRACTOR's labor force and machinery needed to perform the Scope of Services contained herein shall be made by the CONTRACTOR	Included
18.	Temporary Storage of Documents – The CONTRACTOR shall provide storage of daily or disaster- related documents and reports for protection during the disaster event	Included

19.	Reporting and Documentation_-- The CONTRACTOR shall provide and submit to the COUNTY all reports and documents as may be necessary to adequately document the Debris Recovery Services in accordance with FEMA requirements	Included
-----	---	----------

Contractor acknowledges receipt of the following Addenda: (If none, state "NONE RECEIVED")

Addendum # _____, dated _____ Addendum # _____, dated _____

If awarded the contract, the contractor will provide proof of insurance as specified and proof of current LOWNDES COUNTY Occupational Tax Certificate to the Purchasing Department within five (5) days following issuance of the Notice of Award.

Authorized Signature

5629 Commerce Blvd. East
Address _____

Seal (If Incorporated)

01-0626019
Tax ID # _____

Mobile, AL 36619
County _____ State _____ Zip _____

800-992-6207 251-459-7433
Telephone # Fax #

jramsay@crowdergulf.com
Email _____

CrowderGulf

Disaster Recovery and Debris Management

5629 Commerce Boulevard East
Mobile, Alabama 36619

Office: (800) 992-6207
Fax: (251) 459-7433

August 16, 2022

Ms. Paige Dukes
County Manager
Lowndes County
327 N Ashley St., 3rd Floor
Valdosta, GA 31601

via email: cmanager@lowndescounty.com

Re: Contract Renewal for Debris Removal Services, RFP #LC-2020-6705

Dear Ms. Dukes

On November 10, 2020, Lowndes County entered into a contract with CrowderGulf for Debris Removal Services. The Contract term shall be for a one (1) year period beginning from and after the Effective Date, plus any renewals of this agreement as permitted hereunder, unless otherwise terminated as provided herein. This Agreement shall automatically renew for up to four (4) additional one (1) year terms, unless sooner terminated.

If Lowndes County is in agreement to renew the contract, please sign the renewal acceptance below and return to CrowderGulf. Upon execution of this acknowledgement the contract will continue under the same terms and conditions until its new expiration date of November 09, 2023.

We appreciate the opportunity to renew this contract and stand ready to respond in the event the community of Lowndes County requests our services. If you have any questions or if we can be of any further assistance please do not hesitate to contact me at 800-992-6207 or by e-mail jramsay@crowdergulf.com.

Best regards,


Ashley Ramsay-Naile
President

RENEWAL ACCEPTANCE – Lowndes County, GA

Signature

Name/Title

Date

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Approval of Hazard Mitigation Grant Program (HMGP) Applications

DATE OF MEETING: October 25, 2022

Work
Session/Regular
Session

BUDGET IMPACT: \$1,839,820 - Fully reimbursed to Lowndes County (90% from FEMA and 10% from Pruitt Health Corporation)

FUNDING SOURCE:

- (X) FEMA HMGP
Funding:
\$1,655,838
- (X) Pruitt Health
Corporation:
\$183,982
- () N/A
- () SPLOST
- () TSPLOST

COUNTY ACTION REQUESTED ON: Approval of Hazard Mitigation Grant Program Applications

HISTORY, FACTS AND ISSUES: In August 2019, the Lowndes County Board of Commissioners authorized staff to submit applications under the Hazard Mitigation Grant Program (HMGP) for the installation of emergency backup generators on each of the five (5) long term care facilities (i.e. nursing homes) in Lowndes County owned by Pruitt Health Corporation. 2019 was the first year that the Federal Emergency Management Agency (FEMA) allowed nursing homes to qualify for HMGP funding. The caveat was that the Board of Commissioners was required to serve as the applicant agent on their behalf. Lowndes County entered into an agreement to establish that Pruitt Health would be responsible for any matching funds required as part of the grant and any subsequent maintenance of the generators. Those original applications are still being reviewed by FEMA and no funding decision has been made. However, additional HMGP funds are available this year. Staff has worked with staff from Pruitt Health to obtain updated cost estimates for generators at each of the five facilities which are reflective of the price increases which have gone into effect since the original applications were submitted three years ago.

After consulting with staff from the Hazard Mitigation Division of the Georgia Emergency Management Agency (GEMA), staff recommends submitting new applications under the current round of HMGP funding. If the 2019 applications are approved, then the new applications will be withdrawn, but if the original applications are denied or do not receive approval before awards begin from this round of funding, Lowndes County and Pruitt Health will still have the opportunity to receive funding for these projects. An additional advantage of the current HMGP application process is that the cost share is split with FEMA providing 90% funding and the applicants only being required to provide 10% in matching funds. The original applications are funded using a 75% Federal and 25% local cost share formula.

- OPTIONS: 1. Authorize the Chairman to sign applications for HMGP funding and authorize staff to transmit them to GEMA for consideration.
2. Board's Pleasure.

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: Emergency Management

DEPARTMENT HEAD: Ashley Tye

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

Georgia Emergency Management Agency / Homeland Security
Pre-Application
Generator Worksheet

<p>Assistance Requesting:</p> <p><input type="checkbox"/> FMA (Flood Mitigation Assistance)</p> <p><input type="checkbox"/> BRIC (Building Resilient and Infrastructure Communities)</p> <p><input type="checkbox"/> HMGP (Hazard Mitigation Grant Program)</p> <p>If HMGP: FEMA-DR-# _____</p> <p>Community Information:</p> <p><input type="checkbox"/> Conforms to State Mitigation Plan</p> <p><input type="checkbox"/> Conforms to Local Mitigation Plan</p> <p><input type="checkbox"/> State or Local Government <input type="checkbox"/> Private Non-Profit</p> <p><input type="checkbox"/> Project Pre-Identified in Local Plan</p> <p><input type="checkbox"/> Declared County (HMGP only)</p> <p>Building Codes:</p> <p><input type="checkbox"/> Adopted the building codes consistent with the international codes? Year of Building Code: _____ Building Code Name: _____</p> <p><input type="checkbox"/> Building codes been assessed on the Building Code Effectiveness Grading Schedule? BCEGS Score: _____</p> <p>For state use only:</p> <p>Date Pre-Application Received _____</p> <p>State Reviewer _____ Signed _____ Date _____</p>	<p>Primary Community Lifeline Utilized:</p> <p><input type="checkbox"/> Safety and Security <input type="checkbox"/> Energy (power grid, fuel)</p> <p><input type="checkbox"/> Food, Water, Shelter <input type="checkbox"/> Communications</p> <p><input type="checkbox"/> Health and Medical <input type="checkbox"/> Transportation</p> <p><input type="checkbox"/> Hazardous Material (HAZMAT)</p> <p>Community NFIP/CRS Status:</p> <p><input type="checkbox"/> NFIP Participating <input type="checkbox"/> In Good Standing</p> <p><input type="checkbox"/> Non-Participating <input type="checkbox"/> CRS Community</p> <p>CRS Community Score: _____</p>
---	---

This worksheet is for all Hazard Mitigation Assistance Grant Program “Generator for Critical Facility” proposals. Please complete ALL sections and provide the documents requested. If you require technical assistance with this worksheet, please contact the Hazard Mitigation Division at (404)-635-7522, gema-hazmitpoc@gema.ga.gov, or at 1-800 TRY-GEMA to have a Hazard Mitigation Program Specialist assigned to you.

A. Applicant Information

1. Name of Applicant: Lowndes County Board of Commissioners

2. Applicant Type

State Government Local Government Private Non-Profit (HMGP Only)

Georgia Emergency Management Agency / Homeland Security
Pre-Application
Generator Worksheet

3. Worksheet Prepared by:

Ms. Mr. Mrs. First Name Ashley Last Name Tye

Title Emergency Management Director Telephone (229) 671-2790

Address (City, State, Zip): 250 Douglas Street Valdosta, GA 31601

E-mail address: ashley.tye@lowndescounty.com

4. Authorized Applicant Agent (An individual authorized to sign financial and legal documents on behalf of the entity applying for funding (e.g., the Chairperson, Board of County Commissioners, or the County Manager, etc.).)

Ms. Mr. Mrs. First Name Bill Last Name Slaughter

Title Chairman Telephone (229) 671-2440

Address (City, State, Zip): 327 North Ashley Street Valdosta, GA 31601

E-mail address: bslaughter@lowndescounty.com

Signature: _____ Date Submitted: 10/14/2022

B. Project Information/Mitigation Plan

1. Project Title: Emergency Backup Generator for Pruitt Health Crestwood (Nursing Home)

2. Project Summary: (Describe in detail what you are proposing to do.)

This project was previously submitted under 4400 State Grant Application #5. Because it has been over 3 years since the original project submission and project costs have increased significantly, we are submitting this project again. All of the information contained in the original application is still valid, however, we have provided updated cost estimates from the vendor for this new application.

3. Date of Hazard Mitigation Plan approval by FEMA: February 15, 2022

This project must be identified in your Hazard Mitigation Plan. Provide a copy of the goal, objective, and action step that supports your project application. Please attach a letter of endorsement for the project from your County's Emergency Management Agency (EMA) Director

Mitigation Goal #2 - Minimize damage caused by High Winds of Hurricanes and Tornadoes in Lowndes County.

Objective #3 - Ensure all existing and new institutional/public buildings are adequate to withstand sustained winds up to 109 mph.

Action Step - 6. Install auxiliary generators for all critical infrastructure.

Mitigation Goal #11 - Ensure the provision of essential utilities and the operation of critical facilities during a natural hazard event in Lowndes County.

Objective #1 - Minimize loss to levels of service, especially with critical facilities, due to any identified natural hazard.

Action Step - 2. Provide backup utility systems for all critical facilities.

CATERPILLAR 250 kW Diesel Generator Set System

One (1) New CATERPILLAR Model C9 Diesel Engine Driven Generator Set, rated 250kW standby, 313kVA at 0.8 PF, 208/120 VAC, 3 phase, 4 wire, 60 Hertz at 1800 RPM, equipped as follows for outdoor application:

Listing and Emissions

- ◆ UL2200 Listed
- ◆ This engine is US EPA Stationary Emergency Certified.

Cooling System

- ◆ Radiator for 122 degree F open air ambient, unit mounted.
- ◆ Jacket water heater, one 3000 watt heater with thermostatic controls, 208 - 240 VAC single phase input.

Starting System

- ◆ Electric Starting Motor, 24VDC.
- ◆ Battery set, CAT High Output 24 volt DC lead acid type, with rack and cables.
- ◆ Automatic Dual Rate Battery Charger, 10 amps, Installed in genset enclosure, 120 VAC input required. Includes DC voltmeter, DC ammeter, AC fuse, DC fuse, automatic float/equalize control, and low voltage alarm.

Instrumentation & Controls

- ◆ Electronic governor, with solid state speed control board, +/- 0.25% regulation.
- ◆ CAT EMCP 4.2 Genset Controller
 - **Instrumentation:** LCD Display with adjustable contrast and backlight with auto power off. AC metering: Volts 3-phase (L-L & L-N); Amps (per phase & average); Frequency; kW (total & per phase); kVA (total & per phase); kVAr (total & per phase); Power Factor (overall & per phase); kW hours; kVAr hours DC metering: Battery Volts; Engine Hours run; Engine Jacket Water Temperature (in °C or °F); Lube Oil Pressure (in psi, kPa or bar); Engine Speed (rpm); Crank attempt counter; Start counter
 - **Protection:** Fail to start shutdown, Low oil pressure shutdown, High engine temperature, Approaching high coolant temperature alarm, Approaching low oil pressure alarm, Not in auto mode alarm, Underspeed / Overspeed, Loss of Engine Speed Detection, Low / High battery voltage, Battery charger failure (if fitted), Under volts, Over volts, Under frequency, Over frequency, Overcurrent, 4 spare fault channels 20 Event fault log (name of event, engine hours at first occurrence of event, time stamp at first, occurrence, engine hours at latest occurrence of event, time stamp at latest occurrence, number, of occurrences of event)
 - **Controls:** 2 LED status indicators (1 red shutdown, 1 amber warning), Run key and LED indicator, Auto key and LED indicator, Stop key and LED indicator, Lamp test key, Alarm acknowledge key, Menu navigation keys, Engine and AC metering shortcut keys, All control module keys have tactile feedback, Lock down emergency stop push button
 - **Other features** Real time clock, Service interval counter
- ◆ Remote Annunciator Panel, 16 position.
- ◆ Remote E-Stop Station

Generator (Alternator)

- ◆ CATERPILLAR AC power single bearing generator standby rated at 130 degree C rise, 3 phase, 4 wire, direct connected with:
 - PM Excitation System.
 - 3 phase voltage regulator +/- .25% regulation from 0% load to 100% load.
 - Main circuit breaker, 1200AF / 1200AT.

Genset Enclosure – Weather Protective – SOUND ATTENUATED

- 14 gauge steel construction with two (2) single access doors per side
- Painted standard alkyd enamel finish, color is CATERPILLAR white.



Yancey Power Systems
 259 Lee Industrial Blvd.
 Austell, GA 30168-7406
 770.941.2424 tel
 770.941.2411 fax
 877.278.6235 toll free
 www.YanceyPower.com

Quotation # 19DNS0083-2

Project: PRUITT HEALTH CRESTWOOD – REV 3

Date Issued: 10/10/22

Expiration: 11/10/22

Page # 2 of 4

Exhaust System

- ◆ **Critical grade silencer** with flexible exhaust connector.

Fuel System

- ◆ **Nominal 72 hour double wall, UL listed, fuel tank base** with low fuel level switch and alarm, and rupture basin leak detection alarm. The 72 hour tank is based on actual facility running load.

Automatic Transfer Switch – SERVICE ENTRANCE

- ◆ **One (1) Automatic SERVICE ENTRANCE Transfer Switch** rated 1600 amps at 208/120 VAC, 3 pole, 3 phase, 4 wire, 60 HZ. Switch includes in-phase monitor and engine exerciser. **NEMA 3R enclosure.**

Turn-key Installation

- ◆ As directed we have developed a plan and established cost to include the required site preparation and installation of a new 250kW CATERPILLAR DIESEL powered, EMERGENCY Standby Power Generator system (with nominal 72hour Base Mounted AST, 1200AT/3P Utility OCB).
- ◆ This proposal includes all the electrical infrastructure and installation services required to facilitate the capture of the whole of the facility wide electrical demand loads supporting the operation of the Pruitt Health Crestwood facility via the interface of the engine generator output through a new 1600A Service Entrance Automatic Transfer Switch (SE-ATS). We will set the new 250kW EMERGENCY Standby Power Generator package on a new, elevated and isolated, 3000psi Concrete Equipment Pad (CEP), separately formed and poured on grade.
- ◆ From the CEP we will extend a 1200 ampere, 120/208V, 3 phase, 4 wire standby power feeder to the new 1600A Service Entrance Automatic Transfer Switch (SE-ATS) enclosure located just outside the main electrical room area.
- ◆ We have applied all the necessary and appropriate NFPA / EPA appurtenance to accomplish the proper permitting of the base mounted, Aboveground Storage Tank (AST) for Base Mounted, Aboveground Storage Tank (AST) and incorporated the required engineering fees to cover the required presentation to the Georgia Office of the Fire Marshal's Hazardous Materials group and Engineering & Inspections group as well as the local authority having jurisdiction (AHJ), whether city or county entity.

Other Services Provided by Yancey Power Systems Included for this project:

- ◆ **Project Management**
- ◆ **Delivery to job site** (offloading & installation included)
- ◆ **Start-up and testing services** including 2 hour resistive load bank test on site during start-up.
- ◆ **Operator training:** up to 2 hours on site – single trip.
- ◆ **Operation and Maintenance Manuals:** 1 Set
- ◆ **Warranty, CAT Equipment:** Two (2) years from the start-up date.

Miscellaneous:

F.O.B. factory, freight included.

*NET PRICE TOTAL:	\$407,323
*NET PRICE BREAKOUT - SHIPPING & INSTALLATION:	\$199,474
*NET PRICE BREAKOUT - GENERATOR:	\$129,229
*NET PRICE BREAKOUT - FUEL TANK:	\$12,151
*NET PRICE BREAKOUT - CONCRETE PAD:	\$14,460
*NET PRICE BREAKOUT - TRANSFER SWITCH:	\$51,574
*NET PRICE BREAKOUT - FUEL FOR TESTING:	\$435

(*) Quoted pricing is based on current costs of equipment above. Due to current market volatility with respect to these costs, until further notice, Yancey Power reserves the right to adjust quoted pricing to account for any increases in equipment costs as of the date Yancey Power is actually billed for such equipment by the applicable vendor (including after equipment release for production), in which case Yancey Power will provide Customer an updated Quotation reflecting the adjusted pricing. Customer acknowledges and agrees that to the extent Yancey Power seeks any price adjustment as outlined herein, Yancey Power has no obligation to fulfill this order unless it receives from Customer a revised Purchase Order or a Change Order authorizing the adjusted pricing in Yancey Power's updated Quotation. Upon request, Yancey Power will provide Customer sufficient documentation to support any such price adjustment pursued by Yancey Power (e.g., price



Quotation # 19DNS0083-2

Yancey Power Systems
 259 Lee Industrial Blvd.
 Austell, GA 30168-7406
 770.941.2424 tel
 770.941.2411 fax
 877.278.6235 toll free
 www.YanceyPower.com

Project: PRUITT HEALTH CRESTWOOD – REV 3

Date Issued: 10/10/22

Expiration: 11/10/22

Page # 3 of 4

adjustments due to increase in costs of Gensets, switchgear, and other equipment may be evidenced by equipment price increase letter from applicable equipment manufacturer; price adjustments due to increases in costs of materials and components may be evidenced by increases in the applicable U.S. Bureau of Labor Statistics Producer Price Index(s)). Please note that Yancey Power will work hard to minimize any such price adjustments.

VII. GENERATOR DATA SHEET

- | | |
|------------------------------|--------------|
| 1. Running Load (kW) | 165 to 175kW |
| 2. Starting Load (kW) | 213 to 225kW |
| 3. Is load being stepped in? | No |
| 4. Generator Specified (kW) | 250kW |
| 5. Generator Voltage | 208/120VAC |
| 6. Single or Three Phase | Three Phase |
| 7. Type of Controls | Automatic |
| 8. Type of Fuel | Diesel |
| Length | 231" |
| Width | 93" |
| Depth | 8" to 12" |

CLARIFICATIONS

This quotation is based on standard CATERPILLAR equipment, our survey of the Pruitt Health Valdosta facility, and limited to the scope of supply for equipment and services within this quote. No specs or plans have been received.

****Scheduling:**

- Submittals: 2 - 3 weeks from receipt of order and for record only.
- Automatic Transfer Switch: 42 – 44 weeks from receipt of order.
- Generator Set: Currently 64 – 68 weeks from receipt of order. To be confirmed upon receipt of order.

(**) Quoted lead times are based on vendors' current lead times for required equipment. Due to current market volatility with respect to shortages of goods, until further notice, quoted lead times and schedules are estimates only and are subject to adjustment by Yancey Power to account for delays from vendors (including after equipment release for production). Please note that Yancey Power will work hard to minimize any such changes in quoted lead times.

Price DOES include the following:

- State and local sales tax
- Fuel for startup and testing

Start-Up, Testing, & Training to be performed during normal business hours unless specifically indicated otherwise. Telephone and verbal orders are to be confirmed in writing. We reserve the right to correct stenographic or clerical errors. Yancey Power Systems is not responsible for occurrences beyond our control. This quotation is made subject to Yancey Power Systems Standard Terms and Conditions.

Thank you for your request and for your consideration of this quotation.

ACCEPTANCE:

BY YANCEY POWER SYSTEMS

_____ DATE _____

_____ DATE _____

Yancey Power Systems
259 Lee Industrial Blvd.
Austell, GA 30168-7406
770.941.2424 tel
770.941.2411 fax
877.278.6235 toll free
www.YanceyPower.com

Quotation # 19DNS0083-2

Project: **PRUITT HEALTH CRESTWOOD – REV 3**

Date Issued: **10/10/22**

Expiration: **11/10/22**

Page # 4 of 4

Standard Terms and Conditions – V3

1. **CONTRACT.** Unless otherwise stated, all sales transactions are expressly subject to these terms and conditions. Credit sales likewise are subject to credit approval. No understanding, promise or representation, and no waiver, alteration or modification of any of the provisions hereof shall be binding upon Yancey Bros. Co. (dba Yancey Power Systems – the “Company”) unless assented to expressly in writing by an authorized representative of Company. Buyer shall not rely on any statement or representation of any party (including, without limitation, any Company sales representative) that alters, adds to or differs from these terms and conditions, and no such statement or representation shall be recognized by or be binding upon Company. Any and all provisions of Buyer’s Purchase Order or other documents that add to or differ from these Terms and Conditions are EXPRESSLY rejected. No waiver of these Terms and Conditions or acceptance of others shall be construed from any failure of Company to raise objection.
2. **QUOTATIONS AND PUBLISHED PRICES.** Quotations automatically expire thirty (30) calendar days from the date issued unless otherwise stated in the Quotation and are subject to withdrawal by notice within that period. Company reserves the right unilaterally to extend such Quotation up to six (6) months from the date of issuance. Company’s price for equipment, unless otherwise specified, does not include an allowance for installation and/or final on-site adjustment. Prices shall be subject to adjustment to those in effect at time of shipment.
3. **TAXES.** Company’s prices do not include any applicable sale, use, excise or similar taxes; and the amount of any such tax which Company may be required to pay or collect will be added to each invoice unless Buyer has furnished Company with a valid tax exemption certificate acceptable to the taxing authorities. Where a buyer fails to furnish the required documentation, the previously unpaid sales, use, excise, or similar tax will be billed to the Buyer. If upon subsequent sales, use, excise or similar tax audit, an exemption certificate provided to Company by Buyer is, through no fault of Company, determined to be invalid, Company will attempt to acquire a valid exemption certificate, notarized affidavit of exempt use, or other necessary documentation from Buyer. If Buyer fails timely to furnish a valid exemption certificate, notarized affidavit, or other necessary documentation, the previously unpaid sales, use, excise or similar tax will be billed to Buyer.
4. **TERMS.** Except as otherwise provided herein, TERMS ARE CASH, NET THIRTY (30) DAYS, from date of invoice. Amounts past due are subject to a service charge of 1.5% per month (or fraction thereof), or maximum contract rate as permitted by law, and any payments will be applied first to service charges due. If Company deems that, by any reason of the financial condition of the Buyer or otherwise, the continuance of production or shipment on the terms specified herein are not justified, Company may require full or partial payment in advance. The terms provided herein supersede any customer or trade practice regarding service charges, time of payment or any other term of payment.
5. **DELIVERY.** Delivery dates indicated in the contract documents are approximate and are based on prompt receipt of all necessary information regarding the equipment covered by the contract. Company will use reasonable efforts to meet the indicated delivery dates, but cannot be held responsible for its failure to do so. Company shall not be liable for delays in delivery or in performance or failure to manufacture or deliver, due to: causes beyond its reasonable control; acts of God, acts of Buyer, acts of civil or military authority, priorities, fires, strikes or other labor disturbances, floods, epidemics, war, riot, or delays in transportation; or inability on account of causes beyond its reasonable control to obtain the necessary labor, materials, components or manufacturing facilities. In the event of any such delay, the date of delivery or of performance shall be extended for a period equal to the time lost by reason of the delay. In the event of any delay caused by Buyer, Company will store and handle all items ordered at Buyer’s risk and will invoice Buyer for the unpaid portion of the contract price, plus storage, insurance and handling charges, on or after the date on which the equipment is ready for delivery, payable in full within thirty (30) days from invoice date.
6. **DELIVERY AND HANDLING CHARGES.** Unless otherwise specified, shipments are F.O.B. factory. Delivery and handling charges will be prepaid and billed as a separate item on the equipment invoice on the basis of Company’s current freight policies. Buyer may also specify and use a designated freight carrier. In the absence of such specification, goods will be shipped by the method and via the carrier chosen by Company.
7. **SHIPPING AND PACKING.** All material shall be carefully packed for shipment and Company will not be responsible for loss, delay or breakage after having received “in good order” receipts from the carrier. All claims for breakage, loss, delay and damage should be made to the carrier. Shipping weights and dimensions given in Company’s materials are as close to actual as predictable, but are not guaranteed. No claims will be allowed because of any discrepancy between actual weight or dimensions shipped and listed data.
8. **SUBSTITUTIONS.** Unless specifically restricted on a purchase order, Company reserves the right to substitute the latest superseding design and manufactured equivalent product where the interchangeability of the product is based on form, fit, and function, in place of the product offered.
9. **CHANGES.** Buyer may, with the express written consent of Company, make changes in the specifications for equipment or work covered by the contract. In such event, the contract price and delivery dates shall be equally adjusted. The Company shall be entitled to payment for reasonable profit plus costs and expenses incurred by it for work and materials rendered unnecessary as a result of such changes, and for work and materials required to effect such changes.
10. **NONCONFORMITY.** All equipment sold by Company is to be inspected before shipment, and should any of such equipment prove defective due to faults in manufacture, or fail to meet the written specifications accepted by Company, Buyer shall not return the goods, but shall notify Company immediately, stating full particulars in support of its claim, and Company will either replace the goods upon return of the defective or unsatisfactory material or shall adjust the matter fairly and promptly, but under no circumstances shall Seller be liable for consequential or other damages, losses or expenses in connection with or by reason of his use of or inability to use materials purchased for any purpose.
11. **CANCELLATION.** Undelivered parts of any order may be canceled by the Buyer only with the written approval of Company. If Buyer makes an assignment for the benefit of creditors, or in the event that the Company for any reason feels insecure about Buyer’s willingness or ability to perform, then Company shall have the right to cancel this sales transaction. In the event of any cancellation of this order by Buyer, Buyer shall pay to Company the reasonable costs and expenses (including engineering expenses and commitments to suppliers and subcontractors) incurred by Company prior to receipt of notice of such cancellation, plus Company’s usual rate of profit for similar work. In the event Company agrees to accept equipment for restocking, a minimum charge of twenty-five percent (25%), based on the sales price to Buyer of said equipment, will apply.
12. **SECURITY INTEREST.** Buyer agrees to pay for the equipment according to the Company’s payment terms and does hereby grant the Company a purchase money security interest in the equipment until such time as it is fully paid. Buyer hereby appoints Company as its Attorney-in-Fact and authorizes Company, at Buyer’s expense, to take such action as may be necessary to perfect and protect Company’s security interest, including the filing and/or recording of Uniform Commercial Code Financial Statements, and grants Company the right to execute Buyer’s name thereto. In the event of a default by Buyer, Company shall be entitled to any of the rights and remedies provided by law. Buyer hereby authorizes Company, at Buyer’s expense, to file or record any statement, memorandum or other instrument showing the interest of Company in the equipment, including Uniform Commercial Code Financing Statement, and grant the Company the right to execute Buyer’s name thereto. Buyer agrees to pay or reimburse Company for any searches, filings, recording or stamp fees or taxes arising from the filing or recording of any such instrument or statement. Buyer shall at its expense protect and defend Company’s title against all persons claiming against or through Buyer, at all times keeping the equipment free from any legal process or encumbrance whatsoever, including, but not limited to liens, attachments, levies and executions, and shall give Company immediate written notice thereof and shall indemnify Company from any loss caused thereby.
13. **DEFAULT.** Upon default and placing of this instrument with an attorney for collection or repossession of the equipment, Buyer agrees to reimburse Company for its reasonable attorney’s fees and court costs incurred in connection therewith.
14. **BUYER ACCEPTANCE.** Any apparatus delivered hereunder shall be deemed to be fully accepted by Buyer unless Company receives written notice of rejection of any such apparatus within ten (10) days after the date of delivery to Buyer.
15. **WARRANTIES.** COMPANY MAKES NO REPRESENTATION, GUARANTY OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO QUALITY, MERCHANTABILITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE, THAT EXTEND BEYOND THE DESCRIPTION OF EQUIPMENT, UNLESS REDUCED TO WRITING AND MADE A PART OF THIS CONTRACT. IN ADDITION, ALL EQUIPMENT SHALL BE WARRANTED SOLELY BY THE MANUFACTURER OF SAID EQUIPMENT PURSUANT TO THE TERMS OF THAT MANUFACTURER’S SUPPLIED WARRANTY.
16. **DISCLAIMER OF DAMAGES AND LIMITATION OF LIABILITY.** IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY TYPE OF SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PENAL DAMAGES, WHETHER SUCH DAMAGES ARISE OUT OF OR ARE A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EXCEPT DAMAGES ARISING OUT OF OR RESULTING FROM COMPANY’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. Such damages shall include but not be limited to loss of profits or revenues, loss of use of the equipment or associated equipment, cost of substitute equipment, facilities, down-time costs, increased construction costs or claims of Buyer’s customers or contractors for such damages. Buyer agrees that in the event of a transfer, assignment or lease of the equipment sold hereunder, Buyer shall secure for Company the protection afforded to it in the paragraph set forth immediately below. Company shall not be liable for any loss, claim, expense or damage caused by, contributed to, or arising out of the acts or omissions of Buyer or third parties (including carriers), whether for negligence or otherwise. In no event shall Company’s liability for any cause of action whatsoever exceed the cost of the item giving rise to the claim, whether based in contract, warranty, indemnity or tort (including negligence). Buyer agrees to defend and hold Company harmless from any claim or suit arising hereunder.
17. **REGULATORY LAWS AND/OR STANDARDS.** Company takes reasonable steps to keep its products in conformity with various nationally recognized standards and such regulations which may affect its products, however, Company recognizes that its products are utilized in many regulated applications and that from time to time standards and regulations are in conflict with each other. Company makes no promise or representation that its product will conform to any federal, state or local laws, ordinances, regulations, codes or standards, except as particularly specified and agreed upon for compliance in writing as a part of the contract between Buyer and Company. Company prices do not include the cost of any related inspections or permits or inspection fees.
18. **NO RESPONSIBILITY FOR GRATUITIOUS INFORMATION OR ASSISTANCE.** If Company provides Buyer with assistance or advice which concerns any parts, products, or services supplied hereunder or any system of equipment in which any such part, product or service may be installed and which advice is not required pursuant hereto, the furnishing of such assistance or advice shall not subject Company to any liability whether based in contract, warranty, tort (including negligence) or otherwise.
19. **NONASSIGNMENT.** This order may not be assigned by Buyer, in whole or in part, without Company’s prior written consent.
20. **ENTIRE AGREEMENT AND AMENDMENT.** This Quotation constitutes the entire agreement between Company and Buyer with respect to the transactions hereunder and no representation, promise, or condition not set forth herein has been relied upon by Buyer or shall be binding upon either party hereto.
21. **DATA GOVERNANCE** Company may disclose information and data that you provide to our subsidiaries and affiliates, and to Caterpillar, Inc., contractors, service providers, and other third parties we use to support our business; for any other purpose disclosed by us when you provide information; or with your consent. We may also disclose information and data that you provide to comply with any court order, law or legal or regulatory process; to enforce or apply our terms of use and other agreements, including for billing and collection purposes; and if we believe disclosure is necessary or appropriate to protect the rights, property, or safety of Company, our customers, or others. If equipment supplied is equipped with a digital offering from Caterpillar Inc. that is enabled, data concerning this equipment, its condition, and its operation (including product location) may be transmitted directly to Caterpillar for use by Caterpillar, its affiliates, and each of their respective licensors, services providers, suppliers, subcontractors and distributors (including Company), to provide services to you that may include remote operation, maintenance, and updates of this machine, and as described in Caterpillar’s Telematics Data Privacy Statement, (available at https://www.cat.com/en_MX/support/operations/fleet-management-solutions/product-link/caterpillar-telematicsdataprivacystatement.html) and Data Governance Statement (available at https://www.cat.com/data_governance_statement). You hereby consent to use of any such data in accordance with the Telematics Data Privacy Statement and Data Governance Standard (as applicable) and grant all rights and licenses necessary for such use and for operation of the digital offering. If you wish to revoke this consent, you must do so in accordance with the Telematics Data Privacy Statement and Data Governance Standard [and also notify Yancey Bros. Co. by contacting [David Hagewood: david.hagewood@yanceybros.com](mailto:david.hagewood@yanceybros.com)]. CATERPILLAR’S DIGITAL OFFERINGS ARE NOT PROVIDED BY YANCEY BROS. CO. AND YANCEY BROS. CO. SHALL NOT BE LIABLE FOR ANY DAMAGES OR LOSSES ARISING OUT OF OR IN CONNECTION WITH SUCH DIGITAL OFFERINGS. 3-14-22

Georgia Emergency Management Agency / Homeland Security
Pre-Application
Generator Worksheet

<p>Assistance Requesting:</p> <p><input type="checkbox"/> FMA (Flood Mitigation Assistance)</p> <p><input type="checkbox"/> BRIC (Building Resilient and Infrastructure Communities)</p> <p><input type="checkbox"/> HMGP (Hazard Mitigation Grant Program)</p> <p>If HMGP: FEMA-DR-# _____</p>	<p>Primary Community Lifeline Utilized:</p> <p><input type="checkbox"/> Safety and Security <input type="checkbox"/> Energy (power grid, fuel)</p> <p><input type="checkbox"/> Food, Water, Shelter <input type="checkbox"/> Communications</p> <p><input type="checkbox"/> Health and Medical <input type="checkbox"/> Transportation</p> <p><input type="checkbox"/> Hazardous Material (HAZMAT)</p>
<p>Community Information:</p> <p><input type="checkbox"/> Conforms to State Mitigation Plan</p> <p><input type="checkbox"/> Conforms to Local Mitigation Plan</p> <p><input type="checkbox"/> State or Local Government <input type="checkbox"/> Private Non-Profit</p> <p><input type="checkbox"/> Project Pre-Identified in Local Plan</p> <p><input type="checkbox"/> Declared County (HMGP only)</p>	<p>Community NFIP/CRS Status:</p> <p><input type="checkbox"/> NFIP Participating <input type="checkbox"/> In Good Standing</p> <p><input type="checkbox"/> Non-Participating <input type="checkbox"/> CRS Community</p> <p>CRS Community Score: _____</p>
<p>Building Codes:</p> <p><input type="checkbox"/> Adopted the building codes consistent with the international codes?</p> <p style="margin-left: 40px;">Year of Building Code: _____</p> <p style="margin-left: 40px;">Building Code Name: _____</p> <p><input type="checkbox"/> Building codes been assessed on the Building Code Effectiveness Grading Schedule?</p> <p>BCEGS Score: _____</p>	
<p>For state use only:</p> <p>Date Pre-Application Received _____</p> <p>State Reviewer _____ Signed _____ Date _____</p>	

This worksheet is for all Hazard Mitigation Assistance Grant Program “Generator for Critical Facility” proposals. Please complete ALL sections and provide the documents requested. If you require technical assistance with this worksheet, please contact the Hazard Mitigation Division at (404)-635-7522, gema-hazmitpoc@gema.ga.gov, or at 1-800 TRY-GEMA to have a Hazard Mitigation Program Specialist assigned to you.

A. Applicant Information

1. Name of Applicant: Lowndes County Board of Commissioners

2. Applicant Type

State Government Local Government Private Non-Profit (HMGP Only)

Georgia Emergency Management Agency / Homeland Security
Pre-Application
Generator Worksheet

3. Worksheet Prepared by:

Ms. Mr. Mrs. First Name Ashley Last Name Tye

Title Emergency Management Director Telephone (229) 671-2790

Address (City, State, Zip): 250 Douglas Street Valdosta, GA 31601

E-mail address: ashley.tye@lowndescounty.com

4. Authorized Applicant Agent (An individual authorized to sign financial and legal documents on behalf of the entity applying for funding (e.g., the Chairperson, Board of County Commissioners, or the County Manager, etc.).)

Ms. Mr. Mrs. First Name Bill Last Name Slaughter

Title Chairman Telephone (229) 671-2440

Address (City, State, Zip): 327 North Ashley Street Valdosta, GA 31601

E-mail address: bslaughter@lowndescounty.com

Signature: _____ Date Submitted: 10/14/2022

B. Project Information/Mitigation Plan

1. Project Title: Emergency Backup Generator for Pruitt Health Holly Hill (Nursing Home)

2. Project Summary: (Describe in detail what you are proposing to do.)

This project was previously submitted under 4400 State Grant Application #5. Because it has been over 3 years since the original project submission and project costs have increased significantly, we are submitting this project again. All of the information contained in the original application is still valid, however, we have provided updated cost estimates from the vendor for this new application.

3. Date of Hazard Mitigation Plan approval by FEMA: February 15, 2022

This project must be identified in your Hazard Mitigation Plan. Provide a copy of the goal, objective, and action step that supports your project application. Please attach a letter of endorsement for the project from your County's Emergency Management Agency (EMA) Director

Mitigation Goal #2 - Minimize damage caused by High Winds of Hurricanes and Tornadoes in Lowndes County.

Objective #3 - Ensure all existing and new institutional/public buildings are adequate to withstand sustained winds up to 109 mph.

Action Step - 6. Install auxiliary generators for all critical infrastructure.

Mitigation Goal #11 - Ensure the provision of essential utilities and the operation of critical facilities during a natural hazard event in Lowndes County.

Objective #1 - Minimize loss to levels of service, especially with critical facilities, due to any identified natural hazard.

Action Step - 2. Provide backup utility systems for all critical facilities.

CATERPILLAR 150 kW Diesel Generator Set System

One (1) New CATERPILLAR Model C7 Diesel Engine Driven Generator Set, rated 150kW standby, 188kVA at 0.8 PF, 208/120 VAC, 3 phase, 4 wire, 60 Hertz at 1800 RPM, equipped as follows for outdoor application:

Listing and Emissions

- ◆ **UL2200 Listed**
- ◆ **This engine is US EPA Stationary Emergency Certified.**

Cooling System

- ◆ **Radiator for 122 degree F open air ambient**, unit mounted.
- ◆ **Jacket water heater**, one 3000 watt heater with thermostatic controls, 208 - 240 VAC single phase input.

Starting System

- ◆ **Electric Starting Motor**, 24VDC.
- ◆ **Battery set**, CAT High Output 24 volt DC lead acid type, with rack and cables.
- ◆ **Automatic Dual Rate Battery Charger**, 10 amps, Installed in genset enclosure, 120 VAC input required. Includes DC voltmeter, DC ammeter, AC fuse, DC fuse, automatic float/equalize control, and low voltage alarm.

Instrumentation & Controls

- ◆ **Electronic governor**, with solid state speed control board, +/- 0.25% regulation.
- ◆ **CAT EMCP 4.2 Genset Controller**
 - **Instrumentation:** LCD Display with adjustable contrast and backlight with auto power off. AC metering: Volts 3-phase (L-L & L-N); Amps (per phase & average); Frequency; kW (total & per phase); kVA (total & per phase); kVAR (total & per phase); Power Factor (overall & per phase); kW hours; kVAR hours DC metering: Battery Volts; Engine Hours run; Engine Jacket Water Temperature (in °C or °F); Lube Oil Pressure (in psi, kPa or bar); Engine Speed (rpm); Crank attempt counter; Start counter
 - **Protection:** Fail to start shutdown, Low oil pressure shutdown, High engine temperature, Approaching high coolant temperature alarm, Approaching low oil pressure alarm, Not in auto mode alarm, Underspeed / Overspeed, Loss of Engine Speed Detection, Low / High battery voltage, Battery charger failure (if fitted), Under volts, Over volts, Under frequency, Over frequency, Overcurrent, 4 spare fault channels 20 Event fault log (name of event, engine hours at first occurrence of event, time stamp at first, occurrence, engine hours at latest occurrence of event, time stamp at latest occurrence, number, of occurrences of event)
 - **Controls:** 2 LED status indicators (1 red shutdown, 1 amber warning), Run key and LED indicator, Auto key and LED indicator, Stop key and LED indicator, Lamp test key, Alarm acknowledge key, Menu navigation keys, Engine and AC metering shortcut keys, All control module keys have tactile feedback, Lock down emergency stop push button
 - **Other features** Real time clock, Service interval counter
- ◆ **Remote Annunciator Panel, 16 position.**
- ◆ **Remote E-Stop Station**

Generator (Alternator)

- ◆ **CATERPILLAR AC power single bearing generator standby rated at 130 degree C rise**, 3 phase, 4 wire, direct connected with:
 - **PM Excitation System.**
 - **3 phase voltage regulator +/- .25% regulation** from 0% load to 100% load.
 - **Main circuit breaker, 600AF / 600AT.**

Genset Enclosure – Weather Protective – SOUND ATTENUATED

- 14 gauge steel construction with two (2) single access doors per side
- Painted standard alkyd enamel finish, color is **CATERPILLAR** white.



Yancey Power Systems
 259 Lee Industrial Blvd.
 Austell, GA 30168-7406
 770.941.2424 tel
 770.941.2411 fax
 877.278.6235 toll free
 www.YanceyPower.com

Quotation # 19DNS0083-3

Project: PRUITT HEALTH HOLLY HILL – REV 3

Date Issued: 10/10/22

Expiration: 11/10/22

Exhaust System

- ◆ **Critical grade silencer** with flexible exhaust connector.

Fuel System

- ◆ **Nominal 72 hour double wall, UL listed, fuel tank base** with low fuel level switch and alarm, and rupture basin leak detection alarm. The 72 hour tank is based on actual facility running load.

Automatic Transfer Switch – SERVICE ENTRANCE

- ◆ **One (1) Automatic SERVICE ENTRANCE Transfer Switch** rated 1200 amps at 208/120 VAC, 3 pole, 3 phase, 4 wire, 60 HZ. Switch includes in-phase monitor and engine exerciser. **NEMA 3R enclosure.**

Turn-key Installation

- ◆ As directed we have developed a plan and established cost to include the required site preparation and installation of a new 150kW CATERPILLAR DIESEL powered, EMERGENCY Standby Power Generator system (with nominal 72hour Base Mounted AST, 600AT/3P Utility OCB).
- ◆ This proposal includes all the electrical infrastructure and installation services required to facilitate the capture of the whole of the facility wide electrical demand loads supporting the operation of the Pruitt Health Holly Hill facility via the interface of the engine generator output through a new 1200A Service Entrance Automatic Transfer Switch (SE-ATS). We will set the new 150kW EMERGENCY Standby Power Generator package on a new, elevated and isolated, 3000psi Concrete Equipment Pad (CEP), separately formed and poured on grade.
- ◆ From the CEP we will extend a 600 ampere, 120/208V, 3 phase, 4 wire standby power feeder to the new 1200A Service Entrance Automatic Transfer Switch (SE-ATS) enclosure located just outside the main electrical room area.
- ◆ We have applied all the necessary and appropriate NFPA / EPA appurtenance to accomplish the proper permitting of the base mounted, Aboveground Storage Tank (AST) for Base Mounted, Aboveground Storage Tank (AST) and incorporated the required engineering fees to cover the required presentation to the Georgia Office of the Fire Marshal's Hazardous Materials group and Engineering & Inspections group as well as the local authority having jurisdiction (AHJ), whether city or county entity.

Other Services Provided by Yancey Power Systems Included for this project:

- ◆ **Project Management**
- ◆ **Delivery to job site** (offloading & installation included)
- ◆ **Start-up and testing services** including 2 hour resistive load bank test on site during start-up.
- ◆ **Operator training:** up to 2 hours on site – single trip.
- ◆ **Operation and Maintenance Manuals:** 1 Set
- ◆ **Warranty, CAT Equipment:** Two (2) years from the start-up date.

Miscellaneous:

F.O.B. factory, freight included.

*NET PRICE TOTAL:	\$315,998
*NET PRICE BREAKOUT - SHIPPING & INSTALLATION:	\$179,082
*NET PRICE BREAKOUT - GENERATOR:	\$77,397
*NET PRICE BREAKOUT - FUEL TANK:	\$9582
*NET PRICE BREAKOUT - CONCRETE PAD:	\$9318
*NET PRICE BREAKOUT - TRANSFER SWITCH:	\$40,339
*NET PRICE BREAKOUT - FUEL FOR TESTING:	\$280

(*) Quoted pricing is based on current costs of equipment above. Due to current market volatility with respect to these costs, until further notice, Yancey Power reserves the right to adjust quoted pricing to account for any increases in equipment costs as of the date Yancey Power is actually billed for such equipment by the applicable vendor (including after equipment release for production), in which case Yancey Power will provide Customer an updated Quotation reflecting the adjusted pricing. Customer acknowledges and agrees that to the extent Yancey Power seeks any price adjustment as outlined herein, Yancey Power has no obligation to fulfill this order unless it receives from Customer a revised Purchase Order or a Change Order authorizing the adjusted pricing in Yancey Power's updated Quotation. Upon request, Yancey Power will provide Customer sufficient documentation to support any such price adjustment pursued by Yancey Power (e.g., price



Quotation # 19DNS0083-3

Yancey Power Systems
 259 Lee Industrial Blvd.
 Austell, GA 30168-7406
 770.941.2424 tel
 770.941.2411 fax
 877.278.6235 toll free
 www.YanceyPower.com

Project: PRUITT HEALTH HOLLY HILL – REV 3

Date Issued: 10/10/22

Expiration: 11/10/22

adjustments due to increase in costs of Gensets, switchgear, and other equipment may be evidenced by equipment price increase letter from applicable equipment manufacturer; price adjustments due to increases in costs of materials and components may be evidenced by increases in the applicable U.S. Bureau of Labor Statistics Producer Price Index(s)). Please note that Yancey Power will work hard to minimize any such price adjustments.

VII. GENERATOR DATA SHEET

- | | |
|------------------------------|--------------|
| 1. Running Load (kW) | 98 to 105kW |
| 2. Starting Load (kW) | 128 to 135kW |
| 3. Is load being stepped in? | No |
| 4. Generator Specified (kW) | 150kW |
| 5. Generator Voltage | 208/120VAC |
| 6. Single or Three Phase | Three Phase |
| 7. Type of Controls | Automatic |
| 8. Type of Fuel | Diesel |

Length	211"
Width	52"
Depth	8" to 12"

CLARIFICATIONS

This quotation is based on standard CATERPILLAR equipment, our survey of the Pruitt Health Valdosta facility, and limited to the scope of supply for equipment and services within this quote. No specs or plans have been received.

**Scheduling:

- Submittals: 2 - 3 weeks from receipt of order and for record only.
- Automatic Transfer Switch: 42 – 44 weeks from receipt of order.
- Generator Set: Currently 64 – 68 weeks from receipt of order. To be confirmed upon receipt of order.

(**) Quoted lead times are based on vendors' current lead times for required equipment. Due to current market volatility with respect to shortages of goods, until further notice, quoted lead times and schedules are estimates only and are subject to adjustment by Yancey Power to account for delays from vendors (including after equipment release for production). Please note that Yancey Power will work hard to minimize any such changes in quoted lead times.

Price DOES include the following:

- State and local sales tax
- Fuel for startup and testing

Start-Up, Testing, & Training to be performed during normal business hours unless specifically indicated otherwise. Telephone and verbal orders are to be confirmed in writing. We reserve the right to correct stenographic or clerical errors. Yancey Power Systems is not responsible for occurrences beyond our control. This quotation is made subject to Yancey Power Systems Standard Terms and Conditions.

Thank you for your request and for your consideration of this quotation.

ACCEPTANCE:

BY YANCEY POWER SYSTEMS

_____ DATE _____

_____ DATE _____

Yancey Power Systems
259 Lee Industrial Blvd.
Austell, GA 30168-7406
770.941.2424 tel
770.941.2411 fax
877.278.6235 toll free
www.YanceyPower.com

Quotation # 19DNS0083-3

Project: **PRUITT HEALTH HOLLY HILL – REV 3**

Date Issued: **10/10/22**

Expiration: **11/10/22**

Page # 4 of 4

Standard Terms and Conditions – V3

1. **CONTRACT.** Unless otherwise stated, all sales transactions are expressly subject to these terms and conditions. Credit sales likewise are subject to credit approval. No understanding, promise or representation, and no waiver, alteration or modification of any of the provisions hereof shall be binding upon Yancey Bros. Co. (dba Yancey Power Systems – the “Company”) unless assented to expressly in writing by an authorized representative of Company. Buyer shall not rely on any statement or representation of any party (including, without limitation, any Company sales representative) that alters, adds to or differs from these terms and conditions, and no such statement or representation shall be recognized by or be binding upon Company. Any and all provisions of Buyer’s Purchase Order or other documents that add to or differ from these Terms and Conditions are EXPRESSLY rejected. No waiver of these Terms and Conditions or acceptance of others shall be construed from any failure of Company to raise objection.
2. **QUOTATIONS AND PUBLISHED PRICES.** Quotations automatically expire thirty (30) calendar days from the date issued unless otherwise stated in the Quotation and are subject to withdrawal by notice within that period. Company reserves the right unilaterally to extend such Quotation up to six (6) months from the date of issuance. Company’s price for equipment, unless otherwise specified, does not include an allowance for installation and/or final on-site adjustment. Prices shall be subject to adjustment to those in effect at time of shipment.
3. **TAXES.** Company’s prices do not include any applicable sale, use, excise or similar taxes; and the amount of any such tax which Company may be required to pay or collect will be added to each invoice unless Buyer has furnished Company with a valid tax exemption certificate acceptable to the taxing authorities. Where a buyer fails to furnish the required documentation, the previously unpaid sales, use, excise, or similar tax will be billed to the Buyer. If upon subsequent sales, use, excise or similar tax audit, an exemption certificate provided to Company by Buyer is, through no fault of Company, determined to be invalid, Company will attempt to acquire a valid exemption certificate, notarized affidavit of exempt use, or other necessary documentation from Buyer. If Buyer fails timely to furnish a valid exemption certificate, notarized affidavit, or other necessary documentation, the previously unpaid sales, use, excise or similar tax will be billed to Buyer.
4. **TERMS.** Except as otherwise provided herein, **TERMS ARE CASH, NET THIRTY (30) DAYS**, from date of invoice. Amounts past due are subject to a service charge of 1.5% per month (or fraction thereof), or maximum contract rate as permitted by law, and any payments will be applied first to service charges due. If Company deems that, by any reason of the financial condition of the Buyer or otherwise, the continuance of production or shipment on the terms specified herein are not justified, Company may require full or partial payment in advance. The terms provided herein supersede any customer or trade practice regarding service charges, time of payment or any other term of payment.
5. **DELIVERY.** Delivery dates indicated in the contract documents are approximate and are based on prompt receipt of all necessary information regarding the equipment covered by the contract. Company will use reasonable efforts to meet the indicated delivery dates, but cannot be held responsible for its failure to do so. Company shall not be liable for delays in delivery or in performance or failure to manufacture or deliver, due to causes beyond its reasonable control; acts of God, acts of Buyer, acts of civil or military authority, priorities, fires, strikes or other labor disturbances, floods, epidemics, war, riot, or delays in transportation; or inability on account of causes beyond its reasonable control to obtain the necessary labor, materials, components or manufacturing facilities. In the event of any such delay, the date of delivery or of performance shall be extended for a period equal to the time lost by reason of the delay. In the event of any delay caused by Buyer, Company will store and handle all items ordered at Buyer’s risk and will invoice Buyer for the unpaid portion of the contract price, plus storage, insurance and handling charges, on or after the date on which the equipment is ready for delivery, payable in full within thirty (30) days from invoice date.
6. **DELIVERY AND HANDLING CHARGES.** Unless otherwise specified, shipments are F.O.B. factory. Delivery and handling charges will be prepaid and billed as a separate item on the equipment invoice on the basis of Company’s current freight policies. Buyer may also specify and use a designated freight carrier. In the absence of such specification, goods will be shipped by the method and via the carrier chosen by Company.
7. **SHIPPING AND PACKING.** All material shall be carefully packed for shipment and Company will not be responsible for loss, delay or breakage after having received “in good order” receipts from the carrier. All claims for breakage, loss, delay and damage should be made to the carrier. Shipping weights and dimensions given in Company’s materials are as close to actual as predictable, but are not guaranteed. No claims will be allowed because of any discrepancy between actual weight or dimensions shipped and listed data.
8. **SUBSTITUTIONS.** Unless specifically restricted on a purchase order, Company reserves the right to substitute the latest superseding design and manufactured equivalent product where the interchangeability of the product is based on form, fit, and function, in place of the product offered.
9. **CHANGES.** Buyer may, with the express written consent of Company, make changes in the specifications for equipment or work covered by the contract. In such event, the contract price and delivery dates shall be equally adjusted. The Company shall be entitled to payment for reasonable profit plus costs and expenses incurred by it for work and materials rendered unnecessary as a result of such changes, and for work and materials required to effect such changes.
10. **NONCONFORMITY.** All equipment sold by Company is to be inspected before shipment, and should any of such equipment prove defective due to faults in manufacture, or fail to meet the written specifications accepted by Company, Buyer shall not return the goods, but shall notify Company immediately, stating full particulars in support of its claim, and Company will either replace the goods upon return of the defective or unsatisfactory material or shall adjust the matter fairly and promptly, but under no circumstances shall Seller be liable for consequential or other damages, losses or expenses in connection with or by reason of the use or inability to use materials purchased for any purpose.
11. **CANCELLATION.** Undelivered parts of any order may be canceled by the Buyer only with the written approval of Company. If Buyer makes an assignment for the benefit of creditors, or in the event that the Company for any reason feels insecure about Buyer’s willingness or ability to perform, then Company shall have the right to cancel this sales transaction. In the event of any cancellation of this order by Buyer, Buyer shall pay to Company the reasonable costs and expenses (including engineering expenses and commitments to suppliers and subcontractors) incurred by Company prior to receipt of notice of such cancellation, plus Company’s usual rate of profit for similar work. In the event Company agrees to accept equipment for restocking, a minimum charge of twenty-five percent (25%), based on the sales price to Buyer of said equipment, will apply.
12. **SECURITY INTEREST.** Buyer agrees to pay for the equipment according to the Company’s payment terms and does hereby grant the Company a purchase money security interest in the equipment until such time as it is fully paid. Buyer hereby appoints Company as its Attorney-in-Fact and authorizes Company, at Buyer’s expense, to take such action as may be necessary to perfect and protect Company’s security interest, including the filing and/or recording of Uniform Commercial Code Financial Statements, and grants Company the right to execute Buyer’s name thereto. In the event of a default by Buyer, Company shall be entitled to any of the rights and remedies provided by law. Buyer hereby authorizes Company, at Buyer’s expense, to file or record any statement, memorandum or other instrument showing the interest of Company in the equipment, including Uniform Commercial Code Financing Statement, and grant the Company the right to execute Buyer’s name thereto. Buyer agrees to pay or reimburse Company for any searches, filings, recording or stamp fees or taxes arising from the filing or recording of any such instrument or statement. Buyer shall at its expense protect and defend Company’s title against all persons claiming against or through Buyer, at all times keeping the equipment free from any legal process or encumbrance whatsoever, including, but not limited to liens, attachments, levies and executions, and shall give Company immediate written notice thereof and shall indemnify Company from any loss caused thereby.
13. **DEFAULT.** Upon default and placing of this instrument with an attorney for collection or repossession of the equipment, Buyer agrees to reimburse Company for its reasonable attorney’s fees and court costs incurred in connection therewith.
14. **BUYER ACCEPTANCE.** Any apparatus delivered hereunder shall be deemed to be fully accepted by Buyer unless Company receives written notice of rejection of any such apparatus within ten (10) days after the date of delivery to Buyer.
15. **WARRANTIES.** COMPANY MAKES NO REPRESENTATION, GUARANTY OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO QUALITY, MERCHANTABILITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE, THAT EXTEND BEYOND THE DESCRIPTION OF EQUIPMENT, UNLESS REDUCED TO WRITING AND MADE A PART OF THIS CONTRACT. IN ADDITION, ALL EQUIPMENT SHALL BE WARRANTED SOLELY BY THE MANUFACTURER OF SAID EQUIPMENT PURSUANT TO THE TERMS OF THAT MANUFACTURER’S SUPPLIED WARRANTY.
16. **DISCLAIMER OF DAMAGES AND LIMITATION OF LIABILITY.** IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY TYPE OF SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PENAL DAMAGES, WHETHER SUCH DAMAGES ARISE OUT OF OR ARE A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EXCEPT DAMAGES ARISING OUT OF OR RESULTING FROM COMPANY’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. Such damages shall include but not be limited to loss of profits or revenues, loss of use of the equipment or associated equipment, cost of substitute equipment, facilities, down-time costs, increased construction costs or claims of Buyer’s customers or contractors for such damages. Buyer agrees that in the event of a transfer, assignment or lease of the equipment sold hereunder, Buyer shall secure for Company the protection afforded to it in the paragraph set forth immediately below. Company shall not be liable for any loss, claim, expense or damage caused by, contributed to, or arising out of the acts or omissions of Buyer or third parties (including carriers), whether for negligence or otherwise. In no event shall Company’s liability for any cause of action whatsoever exceed the cost of the item giving rise to the claim, whether based in contract, warranty, indemnity or tort (including negligence). Buyer agrees to defend and hold Company harmless from any claim or suit arising hereunder.
17. **REGULATORY LAWS AND/OR STANDARDS.** Company takes reasonable steps to keep its products in conformity with various nationally recognized standards and such regulations which may affect its products, however, Company recognizes that its products are utilized in many regulated applications and that from time to time standards and regulations are in conflict with each other. Company makes no promise or representation that its product will conform to any federal, state or local laws, ordinances, regulations, codes or standards, except as particularly specified and agreed upon for compliance in writing as a part of the contract between Buyer and Company. Company prices do not include the cost of any related inspections or permits or inspection fees.
18. **NO RESPONSIBILITY FOR GRATUOUS INFORMATION OR ASSISTANCE.** If Company provides Buyer with assistance or advice which concerns any parts, products, or services supplied hereunder or any system of equipment in which any such part, product or service may be installed and which advice is not required pursuant hereto, the furnishing of such assistance or advice shall not subject Company to any liability whether based in contract, warranty, tort (including negligence) or otherwise.
19. **NONASSIGNMENT.** This order may not be assigned by Buyer, in whole or in part, without Company’s prior written consent.
20. **ENTIRE AGREEMENT AND AMENDMENT.** This Quotation constitutes the entire agreement between Company and Buyer with respect to the transactions hereunder and no representation, promise, or condition not set forth herein has been relied upon by Buyer or shall be binding upon either party hereto.
21. **DATA GOVERNANCE** Company may disclose information and data that you provide to our subsidiaries and affiliates, and to Caterpillar, Inc., contractors, service providers, and other third parties we use to support our business; for any other purpose disclosed by us when you provide information; or with your consent. We may also disclose information and data that you provide to comply with any court order, law or legal or regulatory process; to enforce or apply our terms of use and other agreements, including for billing and collection purposes; and if we believe disclosure is necessary or appropriate to protect the rights, property, or safety of Company, our customers, or others. If equipment supplied is equipped with a digital offering from Caterpillar Inc. that is enabled, data concerning this equipment, its condition, and its operation (including product location) may be transmitted directly to Caterpillar for use by Caterpillar, its affiliates, and each of their respective licensors, services providers, suppliers, subcontractors and distributors (including Company), to provide services to you that may include remote operation, maintenance, and updates of this machine, and as described in Caterpillar’s Telematics Data Privacy Statement, (available at https://www.cat.com/en_MX/support/operations/fleet-management-solutions/product-link/caterpillar-telematics-dataprivacystatement.html) and Data Governance Statement (available at https://www.cat.com/data_governance_statement). You hereby consent to use of any such data in accordance with the Telematics Data Privacy Statement and Data Governance Standard (as applicable) and grant all rights and licenses necessary for such use and for operation of the digital offering. If you wish to revoke this consent, you must do so in accordance with the Telematics Data Privacy Statement and Data Governance Standard [and also notify Yancey Bros. Co. by contacting David Hagewood: david_hagewood@yanceybros.com]. CATERPILLAR’S DIGITAL OFFERINGS ARE NOT PROVIDED BY YANCEY BROS. CO. AND YANCEY BROS. CO. SHALL NOT BE LIABLE FOR ANY DAMAGES OR LOSSES ARISING OUT OF OR IN CONNECTION WITH SUCH DIGITAL OFFERINGS. 3-14-22

Georgia Emergency Management Agency / Homeland Security
Pre-Application
Generator Worksheet

<p>Assistance Requesting:</p> <p><input type="checkbox"/> FMA (Flood Mitigation Assistance)</p> <p><input type="checkbox"/> BRIC (Building Resilient and Infrastructure Communities)</p> <p><input type="checkbox"/> HMGP (Hazard Mitigation Grant Program)</p> <p>If HMGP: FEMA-DR-# _____</p>	<p>Primary Community Lifeline Utilized:</p> <p><input type="checkbox"/> Safety and Security <input type="checkbox"/> Energy (power grid, fuel)</p> <p><input type="checkbox"/> Food, Water, Shelter <input type="checkbox"/> Communications</p> <p><input type="checkbox"/> Health and Medical <input type="checkbox"/> Transportation</p> <p><input type="checkbox"/> Hazardous Material (HAZMAT)</p>
<p>Community Information:</p> <p><input type="checkbox"/> Conforms to State Mitigation Plan</p> <p><input type="checkbox"/> Conforms to Local Mitigation Plan</p> <p><input type="checkbox"/> State or Local Government <input type="checkbox"/> Private Non-Profit</p> <p><input type="checkbox"/> Project Pre-Identified in Local Plan</p> <p><input type="checkbox"/> Declared County (HMGP only)</p>	<p>Community NFIP/CRS Status:</p> <p><input type="checkbox"/> NFIP Participating <input type="checkbox"/> In Good Standing</p> <p><input type="checkbox"/> Non-Participating <input type="checkbox"/> CRS Community</p> <p>CRS Community Score: _____</p>
<p>Building Codes:</p> <p><input type="checkbox"/> Adopted the building codes consistent with the international codes? Year of Building Code: _____ Building Code Name: _____</p> <p><input type="checkbox"/> Building codes been assessed on the Building Code Effectiveness Grading Schedule? BCEGS Score: _____</p>	
<p>For state use only:</p> <p>Date Pre-Application Received _____</p> <p>State Reviewer _____ Signed _____ Date _____</p>	

This worksheet is for all Hazard Mitigation Assistance Grant Program “Generator for Critical Facility” proposals. Please complete ALL sections and provide the documents requested. If you require technical assistance with this worksheet, please contact the Hazard Mitigation Division at (404)-635-7522, gema-hazmitpoc@gema.ga.gov, or at 1-800 TRY-GEMA to have a Hazard Mitigation Program Specialist assigned to you.

A. Applicant Information

1. Name of Applicant: Lowndes County Board of Commissioners

2. Applicant Type

State Government Local Government Private Non-Profit (HMGP Only)

Georgia Emergency Management Agency / Homeland Security
Pre-Application
Generator Worksheet

3. Worksheet Prepared by:

Ms. Mr. Mrs. First Name Ashley Last Name Tye

Title Emergency Management Director Telephone (229) 671-2790

Address (City, State, Zip): 250 Douglas Street Valdosta, GA 31601

E-mail address: ashley.tye@lowndescounty.com

4. Authorized Applicant Agent (An individual authorized to sign financial and legal documents on behalf of the entity applying for funding (e.g., the Chairperson, Board of County Commissioners, or the County Manager, etc.).)

Ms. Mr. Mrs. First Name Bill Last Name Slaughter

Title Chairman Telephone (229) 671-2440

Address (City, State, Zip): 327 North Ashley Street Valdosta, GA 31601

E-mail address: bslaughter@lowndescounty.com

Signature: _____ Date Submitted: 10/14/2022

B. Project Information/Mitigation Plan

1. Project Title: Emergency Backup Generator for Pruitt Health Lakehaven (Nursing Home)

2. Project Summary: (Describe in detail what you are proposing to do.)

This project was previously submitted under 4400 State Grant Application #5. Because it has been over 3 years since the original project submission and project costs have increased significantly, we are submitting this project again. All of the information contained in the original application is still valid, however, we have provided updated cost estimates from the vendor for this new application.

3. Date of Hazard Mitigation Plan approval by FEMA: February 15, 2022

This project must be identified in your Hazard Mitigation Plan. Provide a copy of the goal, objective, and action step that supports your project application. Please attach a letter of endorsement for the project from your County's Emergency Management Agency (EMA) Director

Mitigation Goal #2 - Minimize damage caused by High Winds of Hurricanes and Tornadoes in Lowndes County.

Objective #3 - Ensure all existing and new institutional/public buildings are adequate to withstand sustained winds up to 109 mph.

Action Step - 6. Install auxiliary generators for all critical infrastructure.

Mitigation Goal #11 - Ensure the provision of essential utilities and the operation of critical facilities during a natural hazard event in Lowndes County.

Objective #1 - Minimize loss to levels of service, especially with critical facilities, due to any identified natural hazard.

Action Step - 2. Provide backup utility systems for all critical facilities.

CATERPILLAR 150 kW Diesel Generator Set System

One (1) New CATERPILLAR Model C7 Diesel Engine Driven Generator Set, rated 150kW standby, 188kVA at 0.8 PF, 208/120 VAC, 3 phase, 4 wire, 60 Hertz at 1800 RPM, equipped as follows for outdoor application:

Listing and Emissions

- ◆ **UL2200 Listed**
- ◆ **This engine is US EPA Stationary Emergency Certified.**

Cooling System

- ◆ **Radiator for 122 degree F open air ambient, unit mounted.**
- ◆ **Jacket water heater, one 3000 watt heater with thermostatic controls, 208 - 240 VAC single phase input.**

Starting System

- ◆ **Electric Starting Motor, 24VDC.**
- ◆ **Battery set, CAT High Output 24 volt DC lead acid type, with rack and cables.**
- ◆ **Automatic Dual Rate Battery Charger, 10 amps, Installed in genset enclosure, 120 VAC input required. Includes DC voltmeter, DC ammeter, AC fuse, DC fuse, automatic float/equalize control, and low voltage alarm.**

Instrumentation & Controls

- ◆ **Electronic governor, with solid state speed control board, +/- 0.25% regulation.**
- ◆ **CAT EMCP 4.2 Genset Controller**
 - **Instrumentation:** LCD Display with adjustable contrast and backlight with auto power off. AC metering: Volts 3-phase (L-L & L-N); Amps (per phase & average); Frequency; kW (total & per phase); kVA (total & per phase); kVAR (total & per phase); Power Factor (overall & per phase); kW hours; kVAR hours DC metering: Battery Volts; Engine Hours run; Engine Jacket Water Temperature (in °C or °F); Lube Oil Pressure (in psi, kPa or bar); Engine Speed (rpm); Crank attempt counter; Start counter
 - **Protection:** Fail to start shutdown, Low oil pressure shutdown, High engine temperature, Approaching high coolant temperature alarm, Approaching low oil pressure alarm, Not in auto mode alarm, Underspeed / Overspeed, Loss of Engine Speed Detection, Low / High battery voltage, Battery charger failure (if fitted), Under volts, Over volts, Under frequency, Over frequency, Overcurrent, 4 spare fault channels 20 Event fault log (name of event, engine hours at first occurrence of event, time stamp at first, occurrence, engine hours at latest occurrence of event, time stamp at latest occurrence, number, of occurrences of event)
 - **Controls:** 2 LED status indicators (1 red shutdown, 1 amber warning), Run key and LED indicator, Auto key and LED indicator, Stop key and LED indicator, Lamp test key, Alarm acknowledge key, Menu navigation keys, Engine and AC metering shortcut keys, All control module keys have tactile feedback, Lock down emergency stop push button
 - **Other features** Real time clock, Service interval counter
- ◆ **Remote Annunciator Panel, 16 position.**
- ◆ **Remote E-Stop Station**

Generator (Alternator)

- ◆ **CATERPILLAR AC power single bearing generator standby rated at 130 degree C rise, 3 phase, 4 wire, direct connected with:**
 - **PM Excitation System.**
 - **3 phase voltage regulator +/- .25% regulation from 0% load to 100% load.**
 - **Main circuit breaker, 600AF / 600AT.**

Genset Enclosure – Weather Protective – SOUND ATTENUATED

- 14 gauge steel construction with two (2) single access doors per side
- Painted standard alkyd enamel finish, color is **CATERPILLAR** white.



Yancey Power Systems
 259 Lee Industrial Blvd.
 Austell, GA 30168-7406
 770.941.2424 tel
 770.941.2411 fax
 877.278.6235 toll free
 www.YanceyPower.com

Quotation # 19DNS0083-4

Project: PRUITT HEALTH LAKEHAVEN – REV 3

Date Issued: 10/10/22

Expiration: 11/10/22

Exhaust System

- ◆ **Critical grade silencer** with flexible exhaust connector.

Fuel System

- ◆ **Nominal 72 hour double wall, UL listed, fuel tank base** with low fuel level switch and alarm, and rupture basin leak detection alarm. The 72 hour tank is based on actual facility running load.

Automatic Transfer Switch – SERVICE ENTRANCE

- ◆ **One (1) Automatic SERVICE ENTRANCE Transfer Switch** rated 600 amps at 208/120 VAC, 3 pole, 3 phase, 4 wire, 60 HZ. Switch includes in-phase monitor and engine exerciser. **NEMA 3R enclosure.**

Turn-key Installation

- ◆ As directed we have developed a plan and established cost to include the required site preparation and installation of a new 150kW CATERPILLAR DIESEL powered, EMERGENCY Standby Power Generator system (with nominal 72hour Base Mounted AST, 600AT/3P Utility OCB).
- ◆ This proposal includes all the electrical infrastructure and installation services required to facilitate the capture of the whole of the facility wide electrical demand loads supporting the operation of the Pruitt Health Lakehaven facility via the interface of the engine generator output through a new 600A Service Entrance Automatic Transfer Switch (SE-ATS). We will set the new 150kW EMERGENCY Standby Power Generator package on a new, elevated and isolated, 3000psi Concrete Equipment Pad (CEP), separately formed and poured on grade.
- ◆ From the CEP we will extend a 600 ampere, 120/208V, 3 phase, 4 wire standby power feeder to the new 600A Service Entrance Automatic Transfer Switch (SE-ATS) enclosure located just outside the main electrical room area.
- ◆ We have applied all the necessary and appropriate NFPA / EPA appurtenance to accomplish the proper permitting of the base mounted, Aboveground Storage Tank (AST) for Base Mounted, Aboveground Storage Tank (AST) and incorporated the required engineering fees to cover the required presentation to the Georgia Office of the Fire Marshal's Hazardous Materials group and Engineering & Inspections group as well as the local authority having jurisdiction (AHJ), whether city or county entity.

Other Services Provided by Yancey Power Systems Included for this project:

- ◆ **Project Management**
- ◆ **Delivery to job site** (offloading & installation included)
- ◆ **Start-up and testing services** including 2 hour resistive load bank test on site during start-up.
- ◆ **Operator training:** up to 2 hours on site – single trip.
- ◆ **Operation and Maintenance Manuals:** 1 Set
- ◆ **Warranty, CAT Equipment:** Two (2) years from the start-up date.

Miscellaneous:

F.O.B. factory, freight included.

*NET PRICE TOTAL:	\$247,558
*NET PRICE BREAKOUT - SHIPPING & INSTALLATION:	\$125,615
*NET PRICE BREAKOUT - GENERATOR:	\$77,397
*NET PRICE BREAKOUT - FUEL TANK:	\$9582
*NET PRICE BREAKOUT - CONCRETE PAD:	\$9318
*NET PRICE BREAKOUT - TRANSFER SWITCH:	\$25,366
*NET PRICE BREAKOUT - FUEL FOR TESTING:	\$280

(*) Quoted pricing is based on current costs of equipment above. Due to current market volatility with respect to these costs, until further notice, Yancey Power reserves the right to adjust quoted pricing to account for any increases in equipment costs as of the date Yancey Power is actually billed for such equipment by the applicable vendor (including after equipment release for production), in which case Yancey Power will provide Customer an updated Quotation reflecting the adjusted pricing. Customer acknowledges and agrees that to the extent Yancey Power seeks any price adjustment as outlined herein, Yancey Power has no obligation to fulfill this order unless it receives from Customer a revised Purchase Order or a Change Order authorizing the adjusted pricing in Yancey Power's updated Quotation. Upon request, Yancey Power will provide Customer sufficient documentation to support any such price adjustment pursued by Yancey Power (e.g., price



Quotation # 19DNS0083-4

Yancey Power Systems
 259 Lee Industrial Blvd.
 Austell, GA 30168-7406
 770.941.2424 tel
 770.941.2411 fax
 877.278.6235 toll free
 www.YanceyPower.com

Project: PRUITT HEALTH LAKEHAVEN – REV 3

Date Issued: 10/10/22

Expiration: 11/10/22

Page # 3 of 4

adjustments due to increase in costs of Gensets, switchgear, and other equipment may be evidenced by equipment price increase letter from applicable equipment manufacturer; price adjustments due to increases in costs of materials and components may be evidenced by increases in the applicable U.S. Bureau of Labor Statistics Producer Price Index(s)). Please note that Yancey Power will work hard to minimize any such price adjustments.

VII. GENERATOR DATA SHEET

- | | |
|------------------------------|--------------|
| 1. Running Load (kW) | 98 to 105kW |
| 2. Starting Load (kW) | 128 to 135kW |
| 3. Is load being stepped in? | No |
| 4. Generator Specified (kW) | 150kW |
| 5. Generator Voltage | 208/120VAC |
| 6. Single or Three Phase | Three Phase |
| 7. Type of Controls | Automatic |
| 8. Type of Fuel | Diesel |

Length	211"
Width	52"
Depth	8" to 12"

CLARIFICATIONS

This quotation is based on standard CATERPILLAR equipment, our survey of the Pruitt Health Valdosta facility, and limited to the scope of supply for equipment and services within this quote. No specs or plans have been received.

**Scheduling:

- Submittals: 2 - 3 weeks from receipt of order and for record only.
- Automatic Transfer Switch: 42 – 44 weeks from receipt of order.
- Generator Set: Currently 64 – 68 weeks from receipt of order. To be confirmed upon receipt of order.

(**) Quoted lead times are based on vendors' current lead times for required equipment. Due to current market volatility with respect to shortages of goods, until further notice, quoted lead times and schedules are estimates only and are subject to adjustment by Yancey Power to account for delays from vendors (including after equipment release for production). Please note that Yancey Power will work hard to minimize any such changes in quoted lead times.

Price DOES include the following:

- State and local sales tax
- Fuel for startup and testing

Start-Up, Testing, & Training to be performed during normal business hours unless specifically indicated otherwise. Telephone and verbal orders are to be confirmed in writing. We reserve the right to correct stenographic or clerical errors. Yancey Power Systems is not responsible for occurrences beyond our control. This quotation is made subject to Yancey Power Systems Standard Terms and Conditions.

Thank you for your request and for your consideration of this quotation.

ACCEPTANCE:

BY YANCEY POWER SYSTEMS

_____ DATE _____

_____ DATE _____

Yancey Power Systems
259 Lee Industrial Blvd.
Austell, GA 30168-7406
770.941.2424 tel
770.941.2411 fax
877.278.6235 toll free
www.YanceyPower.com

Quotation # 19DNS0083-4

Project: PRUITT HEALTH LAKEHAVEN – REV 3

Date Issued: 10/10/22

Expiration: 11/10/22

Page # 4 of 4

Standard Terms and Conditions – V3

1. **CONTRACT.** Unless otherwise stated, all sales transactions are expressly subject to these terms and conditions. Credit sales likewise are subject to credit approval. No understanding, promise or representation, and no waiver, alteration or modification of any of the provisions hereof shall be binding upon Yancey Bros. Co. (dba Yancey Power Systems – the “Company”) unless assented to expressly in writing by an authorized representative of Company. Buyer shall not rely on any statement or representation of any party (including, without limitation, any Company sales representative) that alters, adds to or differs from these terms and conditions, and no such statement or representation shall be recognized by or be binding upon Company. Any and all provisions of Buyer’s Purchase Order or other documents that add to or differ from these Terms and Conditions are EXPRESSLY rejected. No waiver of these Terms and Conditions or acceptance of others shall be construed from any failure of Company to raise objection.
2. **QUOTATIONS AND PUBLISHED PRICES.** Quotations automatically expire thirty (30) calendar days from the date issued unless otherwise stated in the Quotation and are subject to withdrawal by notice within that period. Company reserves the right unilaterally to extend such Quotation up to six (6) months from the date of issuance. Company’s price for equipment, unless otherwise specified, does not include an allowance for installation and/or final on-site adjustment. Prices shall be subject to adjustment to those in effect at time of shipment.
3. **TAXES.** Company’s prices do not include any applicable sale, use, excise or similar taxes; and the amount of any such tax which Company may be required to pay or collect will be added to each invoice unless Buyer has furnished Company with a valid tax exemption certificate acceptable to the taxing authorities. Where a buyer fails to furnish the required documentation, the previously unpaid sales, use, excise, or similar tax will be billed to the Buyer. If upon subsequent sales, use, excise or similar tax audit, an exemption certificate provided to Company by Buyer is, through no fault of Company, determined to be invalid, Company will attempt to acquire a valid exemption certificate, notarized affidavit of exempt use, or other necessary documentation from Buyer. If Buyer fails timely to furnish a valid exemption certificate, notarized affidavit, or other necessary documentation, the previously unpaid sales, use, excise or similar tax will be billed to Buyer.
4. **TERMS.** Except as otherwise provided herein, TERMS ARE CASH, NET THIRTY (30) DAYS, from date of invoice. Amounts past due are subject to a service charge of 1.5% per month (or fraction thereof), or maximum contract rate as permitted by law, and any payments will be applied first to service charges due. If Company deems that, by any reason of the financial condition of the Buyer or otherwise, the continuance of production or shipment on the terms specified herein are not justified, Company may require full or partial payment in advance. The terms provided herein supersede any customer or trade practice regarding service charges, time of payment or any other term of payment.
5. **DELIVERY.** Delivery dates indicated in the contract documents are approximate and are based on prompt receipt of all necessary information regarding the equipment covered by the contract. Company will use reasonable efforts to meet the indicated delivery dates, but cannot be held responsible for its failure to do so. Company shall not be liable for delays in delivery or in performance or failure to manufacture or deliver, due to causes beyond its reasonable control; acts of God, acts of Buyer, acts of civil or military authority, priorities, fires, strikes or other labor disturbances, floods, epidemics, war, riot, or delays in transportation; or inability on account of causes beyond its reasonable control to obtain the necessary labor, materials, components or manufacturing facilities. In the event of any such delay, the date of delivery or of performance shall be extended for a period equal to the time lost by reason of the delay. In the event of any delay caused by Buyer, Company will store and handle all items ordered at Buyer’s risk and will invoice Buyer for the unpaid portion of the contract price, plus storage, insurance and handling charges, on or after the date on which the equipment is ready for delivery, payable in full within thirty (30) days from invoice date.
6. **DELIVERY AND HANDLING CHARGES.** Unless otherwise specified, shipments are F.O.B. factory. Delivery and handling charges will be prepaid and billed as a separate item on the equipment invoice on the basis of Company’s current freight policies. Buyer may also specify and use a designated freight carrier. In the absence of such specification, goods will be shipped by the method and via the carrier chosen by Company.
7. **SHIPPING AND PACKING.** All material shall be carefully packed for shipment and Company will not be responsible for loss, delay or breakage after having received “in good order” receipts from the carrier. All claims for breakage, loss, delay and damage should be made to the carrier. Shipping weights and dimensions given in Company’s materials are as close to actual as predictable, but are not guaranteed. No claims will be allowed because of any discrepancy between actual weight or dimensions shipped and listed data.
8. **SUBSTITUTIONS.** Unless specifically restricted on a purchase order, Company reserves the right to substitute the latest superseding design and manufactured equivalent product where the interchangeability of the product is based on form, fit, and function, in place of the product offered.
9. **CHANGES.** Buyer may, with the express written consent of Company, make changes in the specifications for equipment or work covered by the contract. In such event, the contract price and delivery dates shall be equally adjusted. The Company shall be entitled to payment for reasonable profit plus costs and expenses incurred by it for work and materials rendered unnecessary as a result of such changes, and for work and materials required to effect such changes.
10. **NONCONFORMITY.** All equipment sold by Company is to be inspected before shipment, and should any of such equipment prove defective due to faults in manufacture, or fail to meet the written specifications accepted by Company, Buyer shall not return the goods, but shall notify Company immediately, stating full particulars in support of its claim, and Company will either replace the goods upon return of the defective or unsatisfactory material or shall adjust the matter fairly and promptly, but under no circumstances shall Seller be liable for consequential or other damages, losses or expenses in connection with or by reason of the use of or inability to use materials purchased for any purpose.
11. **CANCELLATION.** Undelivered parts of any order may be canceled by the Buyer only with the written approval of Company. If Buyer makes an assignment for the benefit of creditors, or in the event that the Company for any reason feels insecure about Buyer’s willingness or ability to perform, then Company shall have the right to cancel this sales transaction. In the event of any cancellation of this order by Buyer, Buyer shall pay to Company the reasonable costs and expenses (including engineering expenses and commitments to suppliers and subcontractors) incurred by Company prior to receipt of notice of such cancellation, plus Company’s usual rate of profit for similar work. In the event Company agrees to accept equipment for restocking, a minimum charge of twenty-five percent (25%), based on the sales price to Buyer of said equipment, will apply.
12. **SECURITY INTEREST.** Buyer agrees to pay for the equipment according to the Company’s payment terms and does hereby grant the Company a purchase money security interest in the equipment until such time as it is fully paid. Buyer hereby appoints Company as its Attorney-in-Fact and authorizes Company, at Buyer’s expense, to take such action as may be necessary to perfect and protect Company’s security interest, including the filing and/or recording of Uniform Commercial Code Financial Statements, and grants Company the right to execute Buyer’s name thereto. In the event of a default by Buyer, Company shall be entitled to any of the rights and remedies provided by law. Buyer hereby authorizes Company, at Buyer’s expense, to file or record any statement, memorandum or other instrument showing the interest of Company in the equipment, including Uniform Commercial Code Financing Statement, and grant the Company the right to execute Buyer’s name thereto. Buyer agrees to pay or reimburse Company for any searches, filings, recording or stamp fees or taxes arising from the filing or recording of any such instrument or statement. Buyer shall at its expense protect and defend Company’s title against all persons claiming against or through Buyer, at all times keeping the equipment free from any legal process or encumbrance whatsoever, including, but not limited to liens, attachments, levies and executions, and shall give Company immediate written notice thereof and shall indemnify Company from any loss caused thereby.
13. **DEFAULT.** Upon default and placing of this instrument with an attorney for collection or repossession of the equipment, Buyer agrees to reimburse Company for its reasonable attorney’s fees and court costs incurred in connection therewith.
14. **BUYER ACCEPTANCE.** Any apparatus delivered hereunder shall be deemed to be fully accepted by Buyer unless Company receives written notice of rejection of any such apparatus within ten (10) days after the date of delivery to Buyer.
15. **WARRANTIES.** COMPANY MAKES NO REPRESENTATION, GUARANTEE OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO QUALITY, MERCHANTABILITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE, THAT EXTEND BEYOND THE DESCRIPTION OF EQUIPMENT, UNLESS REDUCED TO WRITING AND MADE A PART OF THIS CONTRACT. IN ADDITION, ALL EQUIPMENT SHALL BE WARRANTED SOLELY BY THE MANUFACTURER OF SAID EQUIPMENT PURSUANT TO THE TERMS OF THAT MANUFACTURER’S SUPPLIED WARRANTY.
16. **DISCLAIMER OF DAMAGES AND LIMITATION OF LIABILITY.** IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY TYPE OF SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PENAL DAMAGES, WHETHER SUCH DAMAGES ARISE OUT OF OR ARE A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EXCEPT DAMAGES ARISING OUT OF OR RESULTING FROM COMPANY’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. Such damages shall include but not be limited to loss of profits or revenues, loss of use of the equipment or associated equipment, cost of substitute equipment, facilities, down-time costs, increased construction costs or claims of Buyer’s customers or contractors for such damages. Buyer agrees that in the event of a transfer, assignment or lease of the equipment sold hereunder, Buyer shall secure for Company the protection afforded to it in the paragraph set forth immediately below. Company shall not be liable for any loss, claim, expense or damage caused by, contributed to, or arising out of the acts or omissions of Buyer or third parties (including carriers), whether for negligence or otherwise. In no event shall Company’s liability for any cause of action whatsoever exceed the cost of the item giving rise to the claim, whether based in contract, warranty, indemnity or tort (including negligence). Buyer agrees to defend and hold Company harmless from any claim or suit arising hereunder.
17. **REGULATORY LAWS AND/OR STANDARDS.** Company takes reasonable steps to keep its products in conformity with various nationally recognized standards and such regulations which may affect its products, however, Company recognizes that its products are utilized in many regulated applications and that from time to time standards and regulations are in conflict with each other. Company makes no promise or representation that its product will conform to any federal, state or local laws, ordinances, regulations, codes or standards, except as particularly specified and agreed upon for compliance in writing as a part of the contract between Buyer and Company. Company prices do not include the cost of any related inspections or permits or inspection fees.
18. **NO RESPONSIBILITY FOR GRATUITIOUS INFORMATION OR ASSISTANCE.** If Company provides Buyer with assistance or advice which concerns any parts, products, or services supplied hereunder or any system of equipment in which any such part, product or service may be installed and which advice is not required pursuant hereto, the furnishing of such assistance or advice shall not subject Company to any liability whether based in contract, warranty, tort (including negligence) or otherwise.
19. **NONASSIGNMENT.** This order may not be assigned by Buyer, in whole or in part, without Company’s prior written consent.
20. **ENTIRE AGREEMENT AND AMENDMENT.** This Quotation constitutes the entire agreement between Company and Buyer with respect to the transactions hereunder and no representation, promise, or condition not set forth herein has been relied upon by Buyer or shall be binding upon either party hereto.
21. **DATA GOVERNANCE** Company may disclose information and data that you provide to our subsidiaries and affiliates, and to Caterpillar, Inc., contractors, service providers, and other third parties we use to support our business; for any other purpose disclosed by us when you provide information; or with your consent. We may also disclose information and data that you provide to comply with any court order, law or legal or regulatory process; to enforce or apply our terms of use and other agreements, including for billing and collection purposes; and if we believe disclosure is necessary or appropriate to protect the rights, property, or safety of Company, our customers, or others. If equipment supplied is equipped with a digital offering from Caterpillar Inc. that is enabled, data concerning this equipment, its condition, and its operation (including product location) may be transmitted directly to Caterpillar for use by Caterpillar, its affiliates, and each of their respective licensors, services providers, suppliers, subcontractors and distributors (including Company), to provide services to you that may include remote operation, maintenance, and updates of this machine, and as described in Caterpillar’s Telematics Data Privacy Statement, (available at https://www.cat.com/en_MX/support/operations/fleet-management-solutions/product-link/caterpillar-telematicsdataprivacystatement.html) and Data Governance Statement (available at https://www.cat.com/data_governance_statement). You hereby consent to use of any such data in accordance with the Telematics Data Privacy Statement and Data Governance Standard (as applicable) and grant all rights and licenses necessary for such use and for operation of the digital offering. If you wish to revoke this consent, you must do so in accordance with the Telematics Data Privacy Statement and Data Governance Standard [and also notify Yancey Bros. Co. by contacting David Hagewood: david_hagewood@yanceybros.com]. CATERPILLAR’S DIGITAL OFFERINGS ARE NOT PROVIDED BY YANCEY BROS. CO. AND YANCEY BROS. CO. SHALL NOT BE LIABLE FOR ANY DAMAGES OR LOSSES ARISING OUT OF OR IN CONNECTION WITH SUCH DIGITAL OFFERINGS. 3-14-22

Georgia Emergency Management Agency / Homeland Security
Pre-Application
Generator Worksheet

<p>Assistance Requesting:</p> <p><input type="checkbox"/> FMA (Flood Mitigation Assistance)</p> <p><input type="checkbox"/> BRIC (Building Resilient and Infrastructure Communities)</p> <p><input type="checkbox"/> HMGP (Hazard Mitigation Grant Program)</p> <p>If HMGP: FEMA-DR-# _____</p>	<p>Primary Community Lifeline Utilized:</p> <p><input type="checkbox"/> Safety and Security <input type="checkbox"/> Energy (power grid, fuel)</p> <p><input type="checkbox"/> Food, Water, Shelter <input type="checkbox"/> Communications</p> <p><input type="checkbox"/> Health and Medical <input type="checkbox"/> Transportation</p> <p><input type="checkbox"/> Hazardous Material (HAZMAT)</p>
<p>Community Information:</p> <p><input type="checkbox"/> Conforms to State Mitigation Plan</p> <p><input type="checkbox"/> Conforms to Local Mitigation Plan</p> <p><input type="checkbox"/> State or Local Government <input type="checkbox"/> Private Non-Profit</p> <p><input type="checkbox"/> Project Pre-Identified in Local Plan</p> <p><input type="checkbox"/> Declared County (HMGP only)</p>	<p>Community NFIP/CRS Status:</p> <p><input type="checkbox"/> NFIP Participating <input type="checkbox"/> In Good Standing</p> <p><input type="checkbox"/> Non-Participating <input type="checkbox"/> CRS Community</p> <p>CRS Community Score: _____</p>
<p>Building Codes:</p> <p><input type="checkbox"/> Adopted the building codes consistent with the international codes?</p> <p style="margin-left: 40px;">Year of Building Code: _____</p> <p style="margin-left: 40px;">Building Code Name: _____</p> <p><input type="checkbox"/> Building codes been assessed on the Building Code Effectiveness Grading Schedule?</p> <p>BCEGS Score: _____</p>	
<p>For state use only:</p> <p>Date Pre-Application Received _____</p> <p>State Reviewer _____ Signed _____ Date _____</p>	

This worksheet is for all Hazard Mitigation Assistance Grant Program “Generator for Critical Facility” proposals. Please complete ALL sections and provide the documents requested. If you require technical assistance with this worksheet, please contact the Hazard Mitigation Division at (404)-635-7522, gema-hazmitpoc@gema.ga.gov, or at 1-800 TRY-GEMA to have a Hazard Mitigation Program Specialist assigned to you.

A. Applicant Information

1. Name of Applicant: Lowndes County Board of Commissioners

2. Applicant Type

State Government Local Government Private Non-Profit (HMGP Only)

Georgia Emergency Management Agency / Homeland Security
Pre-Application
Generator Worksheet

3. **Worksheet Prepared by:**

Ms. Mr. Mrs. **First Name** Ashley **Last Name** Tye

Title Emergency Management Director **Telephone** (229) 671-2790

Address (City, State, Zip): 250 Douglas Street Valdosta, GA 31601

E-mail address: ashley.tye@lowndescounty.com

4. **Authorized Applicant Agent** (An individual authorized to sign financial and legal documents on behalf of the entity applying for funding (e.g., the Chairperson, Board of County Commissioners, or the County Manager, etc.).)

Ms. Mr. Mrs. **First Name** Bill **Last Name** Slaughter

Title Chairman **Telephone** (229) 671-2440

Address (City, State, Zip): 327 North Ashley Street Valdosta, GA 31601

E-mail address: bslaughter@lowndescounty.com

Signature: _____ **Date Submitted:** 10/14/2022

B. Project Information/Mitigation Plan

1. **Project Title:** Emergency Backup Generator for Pruitt Health Parkwood (Nursing Home)

2. **Project Summary:** (Describe in detail what you are proposing to do.)

This project was previously submitted under 4400 State Grant Application #5. Because it has been over 3 years since the original project submission and project costs have increased significantly, we are submitting this project again. All of the information contained in the original application is still valid, however, we have provided updated cost estimates from the vendor for this new application.

3. **Date of Hazard Mitigation Plan approval by FEMA:** February 15, 2022

This project must be identified in your Hazard Mitigation Plan. Provide a copy of the goal, objective, and action step that supports your project application. Please attach a letter of endorsement for the project from your County's Emergency Management Agency (EMA) Director

Mitigation Goal #2 - Minimize damage caused by High Winds of Hurricanes and Tornadoes in Lowndes County.

Objective #3 - Ensure all existing and new institutional/public buildings are adequate to withstand sustained winds up to 109 mph.

Action Step - 6. Install auxiliary generators for all critical infrastructure.

Mitigation Goal #11 - Ensure the provision of essential utilities and the operation of critical facilities during a natural hazard event in Lowndes County.

Objective #1 - Minimize loss to levels of service, especially with critical facilities, due to any identified natural hazard.

Action Step - 2. Provide backup utility systems for all critical facilities.

CATERPILLAR 250 kW Diesel Generator Set System

One (1) New CATERPILLAR Model C9 Diesel Engine Driven Generator Set, rated 250kW standby, 313kVA at 0.8 PF, 208/120 VAC, 3 phase, 4 wire, 60 Hertz at 1800 RPM, equipped as follows for outdoor application:

Listing and Emissions

- ◆ **UL2200 Listed**
- ◆ **This engine is US EPA Stationary Emergency Certified.**

Cooling System

- ◆ **Radiator for 122 degree F open air ambient, unit mounted.**
- ◆ **Jacket water heater, one 3000 watt heater with thermostatic controls, 208 - 240 VAC single phase input.**

Starting System

- ◆ **Electric Starting Motor, 24VDC.**
- ◆ **Battery set, CAT High Output 24 volt DC lead acid type, with rack and cables.**
- ◆ **Automatic Dual Rate Battery Charger, 10 amps, Installed in genset enclosure, 120 VAC input required. Includes DC voltmeter, DC ammeter, AC fuse, DC fuse, automatic float/equalize control, and low voltage alarm.**

Instrumentation & Controls

- ◆ **Electronic governor, with solid state speed control board, +/- 0.25% regulation.**
- ◆ **CAT EMCP 4.2 Genset Controller**
 - **Instrumentation:** LCD Display with adjustable contrast and backlight with auto power off. AC metering: Volts 3-phase (L-L & L-N); Amps (per phase & average); Frequency; kW (total & per phase); kVA (total & per phase); kVAr (total & per phase); Power Factor (overall & per phase); kW hours; kVAr hours DC metering: Battery Volts; Engine Hours run; Engine Jacket Water Temperature (in °C or °F); Lube Oil Pressure (in psi, kPa or bar); Engine Speed (rpm); Crank attempt counter; Start counter
 - **Protection:** Fail to start shutdown, Low oil pressure shutdown, High engine temperature, Approaching high coolant temperature alarm, Approaching low oil pressure alarm, Not in auto mode alarm, Underspeed / Overspeed, Loss of Engine Speed Detection, Low / High battery voltage, Battery charger failure (if fitted), Under volts, Over volts, Under frequency, Over frequency, Overcurrent, 4 spare fault channels 20 Event fault log (name of event, engine hours at first occurrence of event, time stamp at first, occurrence, engine hours at latest occurrence of event, time stamp at latest occurrence, number, of occurrences of event)
 - **Controls:** 2 LED status indicators (1 red shutdown, 1 amber warning), Run key and LED indicator, Auto key and LED indicator, Stop key and LED indicator, Lamp test key, Alarm acknowledge key, Menu navigation keys, Engine and AC metering shortcut keys, All control module keys have tactile feedback, Lock down emergency stop push button
 - **Other features** Real time clock, Service interval counter
- ◆ **Remote Annunciator Panel, 16 position.**
- ◆ **Remote E-Stop Station**

Generator (Alternator)

- ◆ **CATERPILLAR AC power single bearing generator standby rated at 130 degree C rise, 3 phase, 4 wire, direct connected with:**
 - **PM Excitation System.**
 - **3 phase voltage regulator +/- .25% regulation from 0% load to 100% load.**
 - **Main circuit breaker, 1200AF / 1200AT.**

Genset Enclosure – Weather Protective – SOUND ATTENUATED

- 14 gauge steel construction with two (2) single access doors per side
- Painted standard alkyd enamel finish, color is **CATERPILLAR** white.



Yancey Power Systems
 259 Lee Industrial Blvd.
 Austell, GA 30168-7406

770.941.2424 tel
 770.941.2411 fax
 877.278.6235 toll free
 www.YanceyPower.com

Quotation # 19DNS0083-5

Project: PRUITT HEALTH PARKWOOD DEV CTR – REV 3

Date Issued: 10/10/22

Expiration: 11/10/22

Exhaust System

- ◆ **Critical grade silencer** with flexible exhaust connector.

Fuel System

- ◆ **Nominal 72 hour double wall, UL listed, fuel tank base** with low fuel level switch and alarm, and rupture basin leak detection alarm. The 72 hour tank is based on actual facility running load.

Automatic Transfer Switch – SERVICE ENTRANCE

- ◆ **One (1) Automatic SERVICE ENTRANCE Transfer Switch** rated 2500 amps at 208/120 VAC, 3 pole, 3 phase, 4 wire, 60 HZ. Switch includes in-phase monitor and engine exerciser. **NEMA 3R enclosure.**

Turn-key Installation

- ◆ As directed we have developed a plan and established cost to include the required site preparation and installation of a new 250kW CATERPILLAR DIESEL powered, EMERGENCY Standby Power Generator system (with nominal 72hour Base Mounted AST, 1200AT/3P Utility OCB).
- ◆ This proposal includes all the electrical infrastructure and installation services required to facilitate the capture of the whole of the facility wide electrical demand loads supporting the operation of the Pruitt Health Parkwood Dev Ctr facility via the interface of the engine generator output through a new 2500A Service Entrance Automatic Transfer Switch (SE-ATS). We will set the new 250kW EMERGENCY Standby Power Generator package on a new, elevated and isolated, 3000psi Concrete Equipment Pad (CEP), separately formed and poured on grade.
- ◆ From the CEP we will extend a 1200 ampere, 120/208V, 3 phase, 4 wire standby power feeder to the new 2500A Service Entrance Automatic Transfer Switch (SE-ATS) enclosure located just outside the main electrical room area.
- ◆ We have applied all the necessary and appropriate NFPA / EPA appurtenance to accomplish the proper permitting of the base mounted, Aboveground Storage Tank (AST) for Base Mounted, Aboveground Storage Tank (AST) and incorporated the required engineering fees to cover the required presentation to the Georgia Office of the Fire Marshal's Hazardous Materials group and Engineering & Inspections group as well as the local authority having jurisdiction (AHJ), whether city or county entity.

Other Services Provided by Yancey Power Systems Included for this project:

- ◆ **Project Management**
- ◆ **Delivery to job site** (offloading & installation included)
- ◆ **Start-up and testing services** including 2 hour resistive load bank test on site during start-up.
- ◆ **Operator training:** up to 2 hours on site – single trip.
- ◆ **Operation and Maintenance Manuals:** 1 Set
- ◆ **Warranty, CAT Equipment:** Two (2) years from the start-up date.

Miscellaneous:

F.O.B. factory, freight included.

*NET PRICE TOTAL:	\$554,159
*NET PRICE BREAKOUT - SHIPPING & INSTALLATION:	\$320,140
*NET PRICE BREAKOUT - GENERATOR:	\$129,230
*NET PRICE BREAKOUT - FUEL TANK:	\$12,151
*NET PRICE BREAKOUT - CONCRETE PAD:	\$14,460
*NET PRICE BREAKOUT - TRANSFER SWITCH:	\$77,743
*NET PRICE BREAKOUT - FUEL FOR TESTING:	\$435

(*) Quoted pricing is based on current costs of equipment above. Due to current market volatility with respect to these costs, until further notice, Yancey Power reserves the right to adjust quoted pricing to account for any increases in equipment costs as of the date Yancey Power is actually billed for such equipment by the applicable vendor (including after equipment release for production), in which case Yancey Power will provide Customer an updated Quotation reflecting the adjusted pricing. Customer acknowledges and agrees that to the extent Yancey Power seeks any price adjustment as outlined herein, Yancey Power has no obligation to fulfill this order unless it receives from Customer a revised Purchase Order or a Change Order authorizing the adjusted pricing in



Yancey Power Systems
 259 Lee Industrial Blvd.
 Austell, GA 30168-7406
 770.941.2424 tel
 770.941.2411 fax
 877.278.6235 toll free
 www.YanceyPower.com

Quotation # 19DNS0083-5

Project: PRUITT HEALTH PARKWOOD DEV CTR – REV 3

Date Issued: 10/10/22

Expiration: 11/10/22

Yancey Power's updated Quotation. Upon request, Yancey Power will provide Customer sufficient documentation to support any such price adjustment pursued by Yancey Power (e.g., price adjustments due to increase in costs of Gensets, switchgear, and other equipment may be evidenced by equipment price increase letter from applicable equipment manufacturer; price adjustments due to increases in costs of materials and components may be evidenced by increases in the applicable U.S. Bureau of Labor Statistics Producer Price Index(s)). Please note that Yancey Power will work hard to minimize any such price adjustments.

VII. GENERATOR DATA SHEET

- | | |
|------------------------------|--------------|
| 1. Running Load (kW) | 165 to 175kW |
| 2. Starting Load (kW) | 213 to 225kW |
| 3. Is load being stepped in? | No |
| 4. Generator Specified (kW) | 250kW |
| 5. Generator Voltage | 208/120VAC |
| 6. Single or Three Phase | Three Phase |
| 7. Type of Controls | Automatic |
| 8. Type of Fuel | Diesel |

Length	231"
Width	93"
Depth	8" to 12"

CLARIFICATIONS

This quotation is based on standard CATERPILLAR equipment, our survey of the Pruitt Health Valdosta facility, and limited to the scope of supply for equipment and services within this quote. No specs or plans have been received.

****Scheduling:**

- Submittals: 2 - 3 weeks from receipt of order and for record only.
- Automatic Transfer Switch: 42 – 44 weeks from receipt of order.
- Generator Set: Currently 64 – 68 weeks from receipt of order. To be confirmed upon receipt of order.

(**) Quoted lead times are based on vendors' current lead times for required equipment. Due to current market volatility with respect to shortages of goods, until further notice, quoted lead times and schedules are estimates only and are subject to adjustment by Yancey Power to account for delays from vendors (including after equipment release for production). Please note that Yancey Power will work hard to minimize any such changes in quoted lead times.

Price DOES include the following:

- State and local sales tax
- Fuel for startup and testing

Start-Up, Testing, & Training to be performed during normal business hours unless specifically indicated otherwise. Telephone and verbal orders are to be confirmed in writing. We reserve the right to correct stenographic or clerical errors. Yancey Power Systems is not responsible for occurrences beyond our control. This quotation is made subject to Yancey Power Systems Standard Terms and Conditions.

Thank you for your request and for your consideration of this quotation.

ACCEPTANCE:

BY YANCEY POWER SYSTEMS

_____ DATE _____

_____ DATE _____

Yancey Power Systems
259 Lee Industrial Blvd.
Austell, GA 30168-7406

770.941.2424 tel
770.941.2411 fax
877.278.6235 toll free
www.YanceyPower.com

Quotation # 19DNS0083-5

**Project: PRUITT HEALTH PARKWOOD DEV CTR –
REV 3**

Date Issued: 10/10/22

Expiration: 11/10/22

Page # 4 of 4

Standard Terms and Conditions – V3

1. **CONTRACT.** Unless otherwise stated, all sales transactions are expressly subject to these terms and conditions. Credit sales likewise are subject to credit approval. No understanding, promise or representation, and no waiver, alteration or modification of any of the provisions hereof shall be binding upon Yancey Bros. Co. (dba Yancey Power Systems – the “Company”) unless assented to expressly in writing by an authorized representative of Company. Buyer shall not rely on any statement or representation of any party (including, without limitation, any Company sales representative) that alters, adds to or differs from these terms and conditions, and no such statement or representation shall be recognized by or be binding upon Company. Any and all provisions of Buyer’s Purchase Order or other documents that add to or differ from these Terms and Conditions are EXPRESSLY rejected. No waiver of these Terms and Conditions or acceptance of others shall be construed from any failure of Company to raise objection.
2. **QUOTATIONS AND PUBLISHED PRICES.** Quotations automatically expire thirty (30) calendar days from the date issued unless otherwise stated in the Quotation and are subject to withdrawal by notice within that period. Company reserves the right unilaterally to extend such Quotation up to six (6) months from the date of issuance. Company’s price for equipment, unless otherwise specified, does not include an allowance for installation and/or final on-site adjustment. Prices shall be subject to adjustment to those in effect at time of shipment.
3. **TAXES.** Company’s prices do not include any applicable sales, use, excise or similar taxes; and the amount of any such tax which Company may be required to pay or collect will be added to each invoice unless Buyer has furnished Company with a valid tax exemption certificate acceptable to the taxing authorities. Where a buyer fails to furnish the required documentation, the previously unpaid sales, use, excise, or similar tax will be billed to the Buyer. If upon subsequent sales, use, excise or similar tax audit, an exemption certificate provided to Company by Buyer is, through no fault of Company, determined to be invalid, Company will attempt to acquire a valid exemption certificate, notarized affidavit of exempt use, or other necessary documentation from Buyer. If Buyer fails timely to furnish a valid exemption certificate, notarized affidavit, or other necessary documentation, the previously unpaid sales, use, excise or similar tax will be billed to Buyer.
4. **TERMS.** Except as otherwise provided herein, TERMS ARE CASH, NET THIRTY (30) DAYS, from date of invoice. Amounts past due are subject to a service charge of 1.5% per month (or fraction thereof), or maximum contract rate as permitted by law, and any payments will be applied first to service charges due. If Company deems that, by any reason of the financial condition of the Buyer or otherwise, the continuance of production or shipment on the terms specified herein are not justified, Company may require full or partial payment in advance. The terms provided herein supersede any customer or trade practice regarding service charges, time of payment or any other term of payment.
5. **DELIVERY.** Delivery dates indicated in the contract documents are approximate and are based on prompt receipt of all necessary information regarding the equipment covered by the contract. Company will use reasonable efforts to meet the indicated delivery dates, but cannot be held responsible for its failure to do so. Company shall not be liable for delays in delivery or in performance or failure to manufacture or deliver, due to: causes beyond its reasonable control; acts of God, acts of Buyer, acts of civil or military authority, priorities, fires, strikes or other labor disturbances, floods, epidemics, war, riot, or delays in transportation; or inability on account of causes beyond its reasonable control to obtain the necessary labor, materials, components or manufacturing facilities. In the event of any such delay, the date of delivery or of performance shall be extended for a period equal to the time lost by reason of the delay. In the event of any delay caused by Buyer, Company will store and handle all items ordered at Buyer’s risk and will invoice Buyer for the unpaid portion of the contract price, plus storage, insurance and handling charges, on or after the date on which the equipment is ready for delivery, payable in full within thirty (30) days from invoice date.
6. **DELIVERY AND HANDLING CHARGES.** Unless otherwise specified, shipments are F.O.B. factory. Delivery and handling charges will be prepaid and billed as a separate item on the equipment invoice on the basis of Company’s current freight policies. Buyer may also specify and use a designated freight carrier. In the absence of such specification, goods will be shipped by the method and via the carrier chosen by Company.
7. **SHIPPING AND PACKING.** All material shall be carefully packed for shipment and Company will not be responsible for loss, delay or breakage after having received “in good order” receipts from the carrier. All claims for breakage, loss, delay and damage should be made to the carrier. Shipping weights and dimensions given in Company’s materials are as close to actual as predictable, but are not guaranteed. No claims will be allowed because of any discrepancy between actual weight or dimensions shipped and listed data.
8. **SUBSTITUTIONS.** Unless specifically restricted on a purchase order, Company reserves the right to substitute the latest superseding design and manufactured equivalent product where the interchangeability of the product is based on form, fit, and function, in place of the product offered.
9. **CHANGES.** Buyer may, with the express written consent of Company, make changes in the specifications for equipment or work covered by the contract. In such event, the contract price and delivery dates shall be equally adjusted. The Company shall be entitled to payment for reasonable profit plus costs and expenses incurred by it for work and materials rendered unnecessary as a result of such changes, and for work and materials required to effect such changes.
10. **NONCONFORMITY.** All equipment sold by Company is to be inspected before shipment, and should any of such equipment prove defective due to faults in manufacture, or fail to meet the written specifications accepted by Company, Buyer shall not return the goods, but shall notify Company immediately, stating full particulars in support of its claim, and Company will either replace the goods upon return of the defective or unsatisfactory material or shall adjust the matter fairly and promptly, but under no circumstances shall Seller be liable for consequential or other damages, losses or expenses in connection with or by reason of his use of or inability to use materials purchased for any purpose.
11. **CANCELLATION.** Undelivered parts of any order may be canceled by the Buyer only with the written approval of Company. If Buyer makes an assignment for the benefit of creditors, or in the event that the Company for any reason feels insecure about Buyer’s willingness or ability to perform, then Company shall have the right to cancel this sales transaction. In the event of any cancellation of this order by Buyer, Buyer shall pay to Company the reasonable costs and expenses (including engineering expenses and commitments to suppliers and subcontractors) incurred by Company prior to receipt of notice of such cancellation, plus Company’s usual rate of profit for similar work. In the event Company agrees to accept equipment for restocking, a minimum charge of twenty-five percent (25%), based on the sales price to Buyer of said equipment, will apply.
12. **SECURITY INTEREST.** Buyer agrees to pay for the equipment according to the Company’s payment terms and does hereby grant the Company a purchase money security interest in the equipment until such time as it is fully paid. Buyer hereby appoints Company as its Attorney-in-Fact and authorizes Company, at Buyer’s expense, to take such action as may be necessary to perfect and protect Company’s security interest, including the filing and/or recording of Uniform Commercial Code Financial Statements, and grants Company the right to execute Buyers name thereto. In the event of a default by Buyer, Company shall be entitled to any of the rights and remedies provided by law. Buyer hereby authorizes Company, at Buyer’s expense, to file or record any statement, memorandum or other instrument showing the interest of Company in the equipment, including Uniform Commercial Code Financing Statement, and grant the Company the right to execute Buyer’s name thereto. Buyer agrees to pay or reimburse Company for any searches, filings, recording or stamp fees or taxes arising from the filing or recording of any such instrument or statement. Buyer shall at its expense protect and defend Company’s title against all persons claiming against or through Buyer, at all times keeping the equipment free from any legal process or encumbrance whatsoever, including, but not limited to liens, attachments, levies and executions, and shall give Company immediate written notice thereof and shall indemnify Company from any loss caused thereby.
13. **DEFAULT.** Upon default and placing of this instrument with an attorney for collection or repossession of the equipment, Buyer agrees to reimburse Company for its reasonable attorney’s fees and court costs incurred in connection therewith.
14. **BUYER ACCEPTANCE.** Any apparatus delivered hereunder shall be deemed to be fully accepted by Buyer unless Company receives written notice of rejection of any such apparatus within ten (10) days after the date of delivery to Buyer.
15. **WARRANTIES.** COMPANY MAKES NO REPRESENTATION, GUARANTEE OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO QUALITY, MERCHANTABILITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE, THAT EXTEND BEYOND THE DESCRIPTION OF EQUIPMENT, UNLESS REDUCED TO WRITING AND MADE A PART OF THIS CONTRACT. IN ADDITION, ALL EQUIPMENT SHALL BE WARRANTED SOLELY BY THE MANUFACTURER OF SAID EQUIPMENT PURSUANT TO THE TERMS OF THAT MANUFACTURER’S SUPPLIED WARRANTY.
16. **DISCLAIMER OF DAMAGES AND LIMITATION OF LIABILITY.** IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY TYPE OF SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PENAL DAMAGES, WHETHER SUCH DAMAGES ARISE OUT OF OR ARE A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EXCEPT DAMAGES ARISING OUT OF OR RESULTING FROM COMPANY’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. Such damages shall include but not be limited to loss of profits or revenues, loss of use of the equipment or associated equipment, cost of substitute equipment, facilities, down-time costs, increased construction costs or claims of Buyer’s customers or contractors for such damages. Buyer agrees that in the event of a transfer, assignment or lease of the equipment sold hereunder, Buyer shall secure for Company the protection afforded to it in the paragraph set forth immediately below. Company shall not be liable for any loss, claim, expense or damage caused by, contributed to, or arising out of the acts or omissions of Buyer or third parties (including carriers), whether for negligence or otherwise. In no event shall Company’s liability for any cause of action whatsoever exceed the cost of the item giving rise to the claim, whether based in contract, warranty, indemnity or tort (including negligence). Buyer agrees to defend and hold Company harmless from any claim or suit arising hereunder.
17. **REGULATORY LAWS AND/OR STANDARDS.** Company takes reasonable steps to keep its products in conformity with various nationally recognized standards and such regulations which may affect its products, however, Company recognizes that its products are utilized in many regulated applications and that from time to time standards and regulations are in conflict with each other. Company makes no promise or representation that its product will conform to any federal, state or local laws, ordinances, regulations, codes or standards, except as particularly specified and agreed upon for compliance in writing as a part of the contract between Buyer and Company. Company prices do not include the cost of any related inspections or permits or inspection fees.
18. **NO RESPONSIBILITY FOR GRATUITIOUS INFORMATION OR ASSISTANCE.** If Company provides Buyer with assistance or advice which concerns any parts, products, or services supplied hereunder or any system of equipment in which any such part, product or service may be installed and which advice is not required pursuant hereto, the furnishing of such assistance or advice shall not subject Company to any liability whether based in contract, warranty, tort (including negligence) or otherwise.
19. **NONASSIGNMENT.** This order may not be assigned by Buyer, in whole or in part, without Company’s prior written consent.
20. **ENTIRE AGREEMENT AND AMENDMENT.** This Quotation constitutes the entire agreement between Company and Buyer with respect to the transactions hereunder and no representation, promise, or condition not set forth herein has been relied upon by Buyer or shall be binding upon either party hereto.
21. **DATA GOVERNANCE** Company may disclose information and data that you provide to our subsidiaries and affiliates, and to Caterpillar, Inc., contractors, service providers, and other third parties we use to support our business; for any other purpose disclosed by us when you provide information; or with your consent. We may also disclose information and data that you provide to comply with any court order, law or legal or regulatory process; to enforce or apply our terms of use and other agreements, including for billing and collection purposes; and if we believe disclosure is necessary or appropriate to protect the rights, property, or safety of Company, our customers, or others. If equipment supplied is equipped with a digital offering from Caterpillar Inc. that is enabled, data concerning this equipment, its condition, and its operation (including product location) may be transmitted directly to Caterpillar for use by Caterpillar, its affiliates, and each of their respective licensors, services providers, suppliers, subcontractors and distributors (including Company), to provide services to you that may include remote operation, maintenance, and updates of this machine, and as described in Caterpillar’s Telematics Data Privacy Statement, (available at https://www.cat.com/en_MX/support/operations/fleet-management-solutions/product-link/caterpillar-telematics-dataprivacystatement.html) and Data Governance Statement (available at <https://www.cat.com/data-governance-statement>). You hereby consent to use of any such data in accordance with the Telematics Data Privacy Statement and Data Governance Standard (as applicable) and grant all rights and licenses necessary for such use and for operation of the digital offering. If you wish to revoke this consent, you must do so in accordance with the Telematics Data Privacy Statement and Data Governance Standard [and also notify Yancey Bros. Co. by contacting David Hagewood david_hagewood@yanceybros.com]. CATERPILLAR’S DIGITAL OFFERINGS ARE NOT PROVIDED BY YANCEY BROS. CO. AND YANCEY BROS. CO. SHALL NOT BE LIABLE FOR ANY DAMAGES OR LOSSES ARISING OUT OF OR IN CONNECTION WITH SUCH DIGITAL OFFERINGS. 3-14-22

Georgia Emergency Management Agency / Homeland Security
Pre-Application
Generator Worksheet

<p>Assistance Requesting:</p> <p><input type="checkbox"/> FMA (Flood Mitigation Assistance)</p> <p><input type="checkbox"/> BRIC (Building Resilient and Infrastructure Communities)</p> <p><input type="checkbox"/> HMGP (Hazard Mitigation Grant Program)</p> <p>If HMGP: FEMA-DR-# _____</p>	<p>Primary Community Lifeline Utilized:</p> <p><input type="checkbox"/> Safety and Security <input type="checkbox"/> Energy (power grid, fuel)</p> <p><input type="checkbox"/> Food, Water, Shelter <input type="checkbox"/> Communications</p> <p><input type="checkbox"/> Health and Medical <input type="checkbox"/> Transportation</p> <p><input type="checkbox"/> Hazardous Material (HAZMAT)</p>
<p>Community Information:</p> <p><input type="checkbox"/> Conforms to State Mitigation Plan</p> <p><input type="checkbox"/> Conforms to Local Mitigation Plan</p> <p><input type="checkbox"/> State or Local Government <input type="checkbox"/> Private Non-Profit</p> <p><input type="checkbox"/> Project Pre-Identified in Local Plan</p> <p><input type="checkbox"/> Declared County (HMGP only)</p>	<p>Community NFIP/CRS Status:</p> <p><input type="checkbox"/> NFIP Participating <input type="checkbox"/> In Good Standing</p> <p><input type="checkbox"/> Non-Participating <input type="checkbox"/> CRS Community</p> <p>CRS Community Score: _____</p>
<p>Building Codes:</p> <p><input type="checkbox"/> Adopted the building codes consistent with the international codes? Year of Building Code: _____ Building Code Name: _____</p> <p><input type="checkbox"/> Building codes been assessed on the Building Code Effectiveness Grading Schedule? BCEGS Score: _____</p>	
<p>For state use only:</p> <p>Date Pre-Application Received _____</p> <p>State Reviewer _____ Signed _____ Date _____</p>	

This worksheet is for all Hazard Mitigation Assistance Grant Program “Generator for Critical Facility” proposals. Please complete ALL sections and provide the documents requested. If you require technical assistance with this worksheet, please contact the Hazard Mitigation Division at (404)-635-7522, gema-hazmitpoc@gema.ga.gov, or at 1-800 TRY-GEMA to have a Hazard Mitigation Program Specialist assigned to you.

A. Applicant Information

1. Name of Applicant: Lowndes County Board of Commissioners

2. Applicant Type

State Government Local Government Private Non-Profit (HMGP Only)

Georgia Emergency Management Agency / Homeland Security
Pre-Application
Generator Worksheet

3. Worksheet Prepared by:

Ms. Mr. Mrs. First Name Ashley Last Name Tye
Title Emergency Management Director Telephone (229) 671-2790
Address (City, State, Zip): 250 Douglas Street Valdosta, GA 31601
E-mail address: ashley.tye@lowndescounty.com

4. Authorized Applicant Agent (An individual authorized to sign financial and legal documents on behalf of the entity applying for funding (e.g., the Chairperson, Board of County Commissioners, or the County Manager, etc.).)

Ms. Mr. Mrs. First Name Bill Last Name Slaughter
Title Chairman Telephone (229) 671-2440
Address (City, State, Zip): 327 North Ashley Street Valdosta, GA 31601
E-mail address: bslaughter@lowndescounty.com

Signature: _____ Date Submitted: 10/14/2022

B. Project Information/Mitigation Plan

1. Project Title: Emergency Backup Generator for Pruitt Health Valdosta (Nursing Home)

2. Project Summary: (Describe in detail what you are proposing to do.)

This project was previously submitted under 4400 State Grant Application #5. Because it has been over 3 years since the original project submission and project costs have increased significantly, we are submitting this project again. All of the information contained in the original application is still valid, however, we have provided updated cost estimates from the vendor for this new application.

3. Date of Hazard Mitigation Plan approval by FEMA: February 15, 2022

This project must be identified in your Hazard Mitigation Plan. Provide a copy of the goal, objective, and action step that supports your project application. Please attach a letter of endorsement for the project from your County's Emergency Management Agency (EMA) Director

Mitigation Goal #2 - Minimize damage caused by High Winds of Hurricanes and Tornadoes in Lowndes County.

Objective #3 - Ensure all existing and new institutional/public buildings are adequate to withstand sustained winds up to 109 mph.

Action Step - 6. Install auxiliary generators for all critical infrastructure.

Mitigation Goal #11 - Ensure the provision of essential utilities and the operation of critical facilities during a natural hazard event in Lowndes County.

Objective #1 - Minimize loss to levels of service, especially with critical facilities, due to any identified natural hazard.

Action Step - 2. Provide backup utility systems for all critical facilities.

CATERPILLAR 200 kW Diesel Generator Set System

One (1) New CATERPILLAR Model C7 Diesel Engine Driven Generator Set, rated 200kW standby, 250kVA at 0.8 PF, 208/120 VAC, 3 phase, 4 wire, 60 Hertz at 1800 RPM, equipped as follows for outdoor application:

Listing and Emissions

- ◆ **UL2200 Listed**
- ◆ **This engine is US EPA Stationary Emergency Certified.**

Cooling System

- ◆ **Radiator for 122 degree F open air ambient**, unit mounted.
- ◆ **Jacket water heater**, one **3000 watt** heater with thermostatic controls, **208 - 240 VAC** single phase input.

Starting System

- ◆ **Electric Starting Motor**, 24VDC.
- ◆ **Battery set**, CAT High Output 24 volt DC lead acid type, with rack and cables.
- ◆ **Automatic Dual Rate Battery Charger**, 10 amps, Installed in genset enclosure, 120 VAC input required. Includes DC voltmeter, DC ammeter, AC fuse, DC fuse, automatic float/equalize control, and low voltage alarm.

Instrumentation & Controls

- ◆ **Electronic governor**, with solid state speed control board, +/- 0.25% regulation.
- ◆ **CAT EMCP 4.2 Genset Controller**
 - **Instrumentation:** LCD Display with adjustable contrast and backlight with auto power off. AC metering: Volts 3-phase (L-L & L-N); Amps (per phase & average); Frequency; kW (total & per phase); kVA (total & per phase); kVAr (total & per phase); Power Factor (overall & per phase); kW hours; kVAr hours DC metering: Battery Volts; Engine Hours run; Engine Jacket Water Temperature (in °C or °F); Lube Oil Pressure (in psi, kPa or bar); Engine Speed (rpm); Crank attempt counter; Start counter
 - **Protection:** Fail to start shutdown, Low oil pressure shutdown, High engine temperature, Approaching high coolant temperature alarm, Approaching low oil pressure alarm, Not in auto mode alarm, Underspeed / Overspeed, Loss of Engine Speed Detection, Low / High battery voltage, Battery charger failure (if fitted), Under volts, Over volts, Under frequency, Over frequency, Overcurrent, 4 spare fault channels 20 Event fault log (name of event, engine hours at first occurrence of event, time stamp at first, occurrence, engine hours at latest occurrence of event, time stamp at latest occurrence, number, of occurrences of event)
 - **Controls:** 2 LED status indicators (1 red shutdown, 1 amber warning), Run key and LED indicator, Auto key and LED indicator, Stop key and LED indicator, Lamp test key, Alarm acknowledge key, Menu navigation keys, Engine and AC metering shortcut keys, All control module keys have tactile feedback, Lock down emergency stop push button
 - **Other features** Real time clock, Service interval counter
- ◆ **Remote Annunciator Panel, 16 position.**
- ◆ **Remote E-Stop Station**

Generator (Alternator)

- ◆ **CATERPILLAR AC power single bearing generator standby rated at 130 degree C rise**, 3 phase, 4 wire, direct connected with:
 - **PM Excitation System.**
 - **3 phase voltage regulator +/- .25% regulation** from 0% load to 100% load.
 - **Main circuit breaker, 800AF / 800AT.**

Genset Enclosure – Weather Protective – SOUND ATTENUATED

- 14 gauge steel construction with two (2) single access doors per side
- Painted standard alkyd enamel finish, color is **CATERPILLAR** white.

Exhaust System

- ◆ **Critical grade silencer** with flexible exhaust connector.

Fuel System

- ◆ **Nominal 72 hour double wall, UL listed, fuel tank base** with low fuel level switch and alarm, and rupture basin leak detection alarm. The 72 hour tank is based on actual facility running load.

Automatic Transfer Switch – SERVICE ENTRANCE

- ◆ **One (1) Automatic SERVICE ENTRANCE Transfer Switch** rated 600 amps at 208/120 VAC, 3 pole, 3 phase, 4 wire, 60 HZ. Switch includes in-phase monitor and engine exerciser. **NEMA 3R enclosure.**

Turn-key Installation

- ◆ As directed we have developed a plan and established cost to include the required site preparation and installation of a new 200kW CATERPILLAR DIESEL powered, EMERGENCY Standby Power Generator system (with nominal 72hour Base Mounted AST, 800AT/3P Utility OCB).
- ◆ This proposal includes all the electrical infrastructure and installation services required to facilitate the capture of the whole of the facility wide electrical demand loads supporting the operation of the Pruitt Health Valdosta facility via the interface of the engine generator output through a new 600A Service Entrance Automatic Transfer Switch (SE-ATS). We will set the new 200kW EMERGENCY Standby Power Generator package on a new, elevated and isolated, 3000psi Concrete Equipment Pad (CEP), separately formed and poured on grade.
- ◆ From the CEP we will extend a 600 ampere, 120/208V, 3 phase, 4 wire standby power feeder to the new 600A Service Entrance Automatic Transfer Switch (SE-ATS) enclosure located just outside the main electrical room area.
- ◆ We have applied all the necessary and appropriate NFPA / EPA appurtenance to accomplish the proper permitting of the base mounted, Aboveground Storage Tank (AST) for Base Mounted, Aboveground Storage Tank (AST) and incorporated the required engineering fees to cover the required presentation to the Georgia Office of the Fire Marshal's Hazardous Materials group and Engineering & Inspections group as well as the local authority having jurisdiction (AHJ), whether city or county entity.

Other Services Provided by Yancey Power Systems Included for this project:

- ◆ **Project Management**
- ◆ **Delivery to job site** (offloading & installation included)
- ◆ **Start-up and testing services** including 2 hour resistive load bank test on site during start-up.
- ◆ **Operator training:** up to 2 hours on site – single trip.
- ◆ **Operation and Maintenance Manuals:** 1 Set
- ◆ **Warranty, CAT Equipment:** Two (2) years from the start-up date.

Miscellaneous:

F.O.B. factory, freight included.

*NET PRICE TOTAL:	\$314,782
*NET PRICE BREAKOUT - SHIPPING & INSTALLATION:	\$174,978
*NET PRICE BREAKOUT - GENERATOR:	\$92,766
*NET PRICE BREAKOUT - FUEL TANK:	\$9582
*NET PRICE BREAKOUT - CONCRETE PAD:	\$11,742
*NET PRICE BREAKOUT - TRANSFER SWITCH:	\$25,366
*NET PRICE BREAKOUT - FUEL FOR TESTING:	\$348

(*) Quoted pricing is based on current costs of equipment above. Due to current market volatility with respect to these costs, until further notice, Yancey Power reserves the right to adjust quoted pricing to account for any increases in equipment costs as of the date Yancey Power is actually billed for such equipment by the applicable vendor (including after equipment release for production), in which case Yancey Power will provide Customer an updated Quotation reflecting the adjusted pricing. Customer acknowledges and agrees that to the extent Yancey Power seeks any price adjustment as outlined herein, Yancey Power has no obligation to fulfill this order unless it receives from Customer a revised Purchase Order or a Change Order authorizing the adjusted pricing in Yancey Power's updated Quotation. Upon request, Yancey Power will provide Customer sufficient documentation to support any such price adjustment pursued by Yancey Power (e.g., price



Quotation # 19DNS0083-1

Yancey Power Systems
 259 Lee Industrial Blvd.
 Austell, GA 30168-7406
 770.941.2424 tel
 770.941.2411 fax
 877.278.6235 toll free
 www.YanceyPower.com

Project: PRUITT HEALTH VALDOSTA – REV 3

Date Issued: 10/10/22

Expiration: 11/10/22

Page # 3 of 4

adjustments due to increase in costs of Gensets, switchgear, and other equipment may be evidenced by equipment price increase letter from applicable equipment manufacturer; price adjustments due to increases in costs of materials and components may be evidenced by increases in the applicable U.S. Bureau of Labor Statistics Producer Price Index(s)). Please note that Yancey Power will work hard to minimize any such price adjustments.

VII. GENERATOR DATA SHEET

- | | |
|------------------------------|--------------|
| 1. Running Load (kW) | 130 to 140kW |
| 2. Starting Load (kW) | 170 to 180kW |
| 3. Is load being stepped in? | No |
| 4. Generator Specified (kW) | 200kW |
| 5. Generator Voltage | 208/120VAC |
| 6. Single or Three Phase | Three Phase |
| 7. Type of Controls | Automatic |
| 8. Type of Fuel | Diesel |

Length	211"
Width	52"
Depth	8" to 12"

CLARIFICATIONS

This quotation is based on standard CATERPILLAR equipment, our survey of the Pruitt Health Valdosta facility, and limited to the scope of supply for equipment and services within this quote. No specs or plans have been received.

**Scheduling:

- Submittals: 2 - 3 weeks from receipt of order and for record only.
- Automatic Transfer Switch: 42 – 44 weeks from receipt of order.
- Generator Set: Currently 64 – 68 weeks from receipt of order. To be confirmed upon receipt of order.

(**) Quoted lead times are based on vendors' current lead times for required equipment. Due to current market volatility with respect to shortages of goods, until further notice, quoted lead times and schedules are estimates only and are subject to adjustment by Yancey Power to account for delays from vendors (including after equipment release for production). Please note that Yancey Power will work hard to minimize any such changes in quoted lead times.

Price DOES include the following:

- State and local sales tax
- Fuel for startup and testing

Start-Up, Testing, & Training to be performed during normal business hours unless specifically indicated otherwise. Telephone and verbal orders are to be confirmed in writing. We reserve the right to correct stenographic or clerical errors. Yancey Power Systems is not responsible for occurrences beyond our control. This quotation is made subject to Yancey Power Systems Standard Terms and Conditions.

Thank you for your request and for your consideration of this quotation.

ACCEPTANCE:

BY YANCEY POWER SYSTEMS

_____ DATE _____

_____ DATE _____

Yancey Power Systems
259 Lee Industrial Blvd.
Austell, GA 30168-7406
770.941.2424 tel
770.941.2411 fax
877.278.6235 toll free
www.YanceyPower.com

Quotation # 19DNS0083-1

Project: **PRUITT HEALTH VALDOSTA – REV 3**

Date Issued: **10/10/22**

Expiration: **11/10/22**

Page # 4 of 4

Standard Terms and Conditions – V3

1. **CONTRACT.** Unless otherwise stated, all sales transactions are expressly subject to these terms and conditions. Credit sales likewise are subject to credit approval. No understanding, promise or representation, and no waiver, alteration or modification of any of the provisions hereof shall be binding upon Yancey Bros. Co. (dba Yancey Power Systems – the “Company”) unless assented to expressly in writing by an authorized representative of Company. Buyer shall not rely on any statement or representation of any party (including, without limitation, any Company sales representative) that alters, adds to or differs from these terms and conditions, and no such statement or representation shall be recognized by or be binding upon Company. Any and all provisions of Buyer's Purchase Order or other documents that add to or differ from these Terms and Conditions are EXPRESSLY rejected. No waiver of these Terms and Conditions or acceptance of others shall be construed from any failure of Company to raise objection.
2. **QUOTATIONS AND PUBLISHED PRICES.** Quotations automatically expire thirty (30) calendar days from the date issued unless otherwise stated in the Quotation and are subject to withdrawal by notice within that period. Company reserves the right unilaterally to extend such Quotation up to six (6) months from the date of issuance. Company's price for equipment, unless otherwise specified, does not include an allowance for installation and/or final on-site adjustment. Prices shall be subject to adjustment to those in effect at time of shipment.
3. **TAXES.** Company's prices do not include any applicable sale, use, excise or similar taxes; and the amount of any such tax which Company may be required to pay or collect will be added to each invoice unless Buyer has furnished Company with a valid tax exemption certificate acceptable to the taxing authorities. Where a buyer fails to furnish the required documentation, the previously unpaid sales, use, excise, or similar tax will be billed to the Buyer. If upon subsequent sales, use, excise or similar tax audit, an exemption certificate provided to Company by Buyer is, through no fault of Company, determined to be invalid, Company will attempt to acquire a valid exemption certificate, notarized affidavit of exempt use, or other necessary documentation from Buyer. If Buyer fails timely to furnish a valid exemption certificate, notarized affidavit, or other necessary documentation, the previously unpaid sales, use, excise or similar tax will be billed to Buyer.
4. **TERMS.** Except as otherwise provided herein, TERMS ARE CASH, NET THIRTY (30) DAYS, from date of invoice. Amounts past due are subject to a service charge of 1.5% per month (or fraction thereof), or maximum contract rate as permitted by law, and any payments will be applied first to service charges due. If Company deems that, by any reason of the financial condition of the Buyer or otherwise, the continuance of production or shipment on the terms specified herein are not justified, Company may require full or partial payment in advance. The terms provided herein supersede any customer or trade practice regarding service charges, time of payment or any other term of payment.
5. **DELIVERY.** Delivery dates indicated in the contract documents are approximate and are based on prompt receipt of all necessary information regarding the equipment covered by the contract. Company will use reasonable efforts to meet the indicated delivery dates, but cannot be held responsible for its failure to do so. Company shall not be liable for delays in delivery or in performance or failure to manufacture or deliver, due to causes beyond its reasonable control; acts of God, acts of Buyer, acts of civil or military authority, priorities, fires, strikes or other labor disturbances, floods, epidemics, war, riot, or delays in transportation; or inability on account of causes beyond its reasonable control to obtain the necessary labor, materials, components or manufacturing facilities. In the event of any such delay, the date of delivery or of performance shall be extended for a period equal to the time lost by reason of the delay. In the event of any delay caused by Buyer, Company will store and handle all items ordered at Buyer's risk and will invoice Buyer for the unpaid portion of the contract price, plus storage, insurance and handling charges, on or after the date on which the equipment is ready for delivery, payable in full within thirty (30) days from invoice date.
6. **DELIVERY AND HANDLING CHARGES.** Unless otherwise specified, shipments are F.O.B. factory. Delivery and handling charges will be prepaid and billed as a separate item on the equipment invoice on the basis of Company's current freight policies. Buyer may also specify and use a designated freight carrier. In the absence of such specification, goods will be shipped by the method and via the carrier chosen by Company.
7. **SHIPPING AND PACKING.** All material shall be carefully packed for shipment and Company will not be responsible for loss, delay or breakage after having received “in good order” receipts from the carrier. All claims for breakage, loss, delay and damage should be made to the carrier. Shipping weights and dimensions given in Company's materials are as close to actual as predictable, but are not guaranteed. No claims will be allowed because of any discrepancy between actual weight or dimensions shipped and listed data.
8. **SUBSTITUTIONS.** Unless specifically restricted on a purchase order, Company reserves the right to substitute the latest superseding design and manufactured equivalent product where the interchangeability of the product is based on form, fit, and function, in place of the product offered.
9. **CHANGES.** Buyer may, with the express written consent of Company, make changes in the specifications for equipment or work covered by the contract. In such event, the contract price and delivery dates shall be equally adjusted. The Company shall be entitled to payment for reasonable profit plus costs and expenses incurred by it for work and materials rendered unnecessary as a result of such changes, and for work and materials required to effect such changes.
10. **NONCONFORMITY.** All equipment sold by Company is to be inspected before shipment, and should any of such equipment prove defective due to faults in manufacture, or fail to meet the written specifications accepted by Company, Buyer shall not return the goods, but shall notify Company immediately, stating full particulars in support of its claim, and Company will either replace the goods upon return of the defective or unsatisfactory material or shall adjust the matter fairly and promptly, but under no circumstances shall Seller be liable for consequential or other damages, losses or expenses in connection with or by reason of his use of or inability to use materials purchased for any purpose.
11. **CANCELLATION.** Undelivered parts of any order may be canceled by the Buyer only with the written approval of Company. If Buyer makes an assignment for the benefit of creditors, or in the event that the Company for any reason feels insecure about Buyer's willingness or ability to perform, then Company shall have the right to cancel this sales transaction. In the event of any cancellation of this order by Buyer, Buyer shall pay to Company the reasonable costs and expenses (including engineering expenses and commitments to suppliers and subcontractors) incurred by Company prior to receipt of notice of such cancellation, plus Company's usual rate of profit for similar work. In the event Company agrees to accept equipment for restocking, a minimum charge of twenty-five percent (25%), based on the sales price to Buyer of said equipment, will apply.
12. **SECURITY INTEREST.** Buyer agrees to pay for the equipment according to the Company's payment terms and does hereby grant the Company a purchase money security interest in the equipment until such time as it is fully paid. Buyer hereby appoints Company as its Attorney-in-Fact and authorizes Company, at Buyer's expense, to take such action as may be necessary to perfect and protect Company's security interest, including the filing and/or recording of Uniform Commercial Code Financial Statements, and grants Company the right to execute Buyer's name thereto. In the event of a default by Buyer, Company shall be entitled to any of the rights and remedies provided by law. Buyer hereby authorizes Company, at Buyer's expense, to file or record any statement, memorandum or other instrument showing the interest of Company in the equipment, including Uniform Commercial Code Financing Statement, and grant the Company the right to execute Buyer's name thereto. Buyer agrees to pay or reimburse Company for any searches, filings, recording or stamp fees or taxes arising from the filing or recording of any such instrument or statement. Buyer shall at its expense protect and defend Company's title against all persons claiming against or through Buyer, at all times keeping the equipment free from any legal process or encumbrance whatsoever, including, but not limited to liens, attachments, levies and executions, and shall give Company immediate written notice thereof and shall indemnify Company from any loss caused thereby.
13. **DEFAULT.** Upon default and placing of this instrument with an attorney for collection or repossession of the equipment, Buyer agrees to reimburse Company for its reasonable attorney's fees and court costs incurred in connection therewith.
14. **BUYER ACCEPTANCE.** Any apparatus delivered hereunder shall be deemed to be fully accepted by Buyer unless Company receives written notice of rejection of any such apparatus within ten (10) days after the date of delivery to Buyer.
15. **WARRANTIES.** COMPANY MAKES NO REPRESENTATION, GUARANTEE OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO QUALITY, MERCHANTABILITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE, THAT EXTEND BEYOND THE DESCRIPTION OF EQUIPMENT, UNLESS REDUCED TO WRITING AND MADE A PART OF THIS CONTRACT. IN ADDITION, ALL EQUIPMENT SHALL BE WARRANTED SOLELY BY THE MANUFACTURER OF SAID EQUIPMENT PURSUANT TO THE TERMS OF THAT MANUFACTURER'S SUPPLIED WARRANTY.
16. **DISCLAIMER OF DAMAGES AND LIMITATION OF LIABILITY.** IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY TYPE OF SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PENAL DAMAGES, WHETHER SUCH DAMAGES ARISE OUT OF OR ARE A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EXCEPT DAMAGES ARISING OUT OF OR RESULTING FROM COMPANY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. Such damages shall include but not be limited to loss of profits or revenues, loss of use of the equipment or associated equipment, cost of substitute equipment, facilities, down-time costs, increased construction costs or claims of Buyer's customers or contractors for such damages. Buyer agrees that in the event of a transfer, assignment or lease of the equipment sold hereunder, Buyer shall secure for Company the protection afforded to it in the paragraph set forth immediately below. Company shall not be liable for any loss, claim, expense or damage caused by, contributed to, or arising out of the acts or omissions of Buyer or third parties (including carriers), whether for negligence or otherwise. In no event shall Company's liability for any cause of action whatsoever exceed the cost of the item giving rise to the claim, whether based in contract, warranty, indemnity or tort (including negligence). Buyer agrees to defend and hold Company harmless from any claim or suit arising hereunder.
17. **REGULATORY LAWS AND/OR STANDARDS.** Company takes reasonable steps to keep its products in conformity with various nationally recognized standards and such regulations which may affect its products, however, Company recognizes that its products are utilized in many regulated applications and that from time to time standards and regulations are in conflict with each other. Company makes no promise or representation that its product will conform to any federal, state or local laws, ordinances, regulations, codes or standards, except as particularly specified and agreed upon for compliance in writing as a part of the contract between Buyer and Company. Company prices do not include the cost of any related inspections or permits or inspection fees.
18. **NO RESPONSIBILITY FOR GRATUITOUS INFORMATION OR ASSISTANCE.** If Company provides Buyer with assistance or advice which concerns any parts, products, or services supplied hereunder or any system of equipment in which any such part, product or service may be installed and which advice is not required pursuant hereto, the furnishing of such assistance or advice shall not subject Company to any liability whether based in contract, warranty, tort (including negligence) or otherwise.
19. **NONASSIGNMENT.** This order may not be assigned by Buyer, in whole or in part, without Company's prior written consent.
20. **ENTIRE AGREEMENT AND AMENDMENT.** This Quotation constitutes the entire agreement between Company and Buyer with respect to the transactions hereunder and no representation, promise, or condition not set forth herein has been relied upon by Buyer or shall be binding upon either party hereto.
21. **DATA GOVERNANCE** Company may disclose information and data that you provide to our subsidiaries and affiliates, and to Caterpillar, Inc., contractors, service providers, and other third parties we use to support our business; for any other purpose disclosed by us when you provide information; or with your consent. We may also disclose information and data that you provide to comply with any court order, law or legal or regulatory process; to enforce or apply our terms of use and other agreements, including for billing and collection purposes; and if we believe disclosure is necessary or appropriate to protect the rights, property, or safety of Company, our customers, or others. If equipment supplied is equipped with a digital offering from Caterpillar Inc. that is enabled, data concerning this equipment, its condition, and its operation (including product location) may be transmitted directly to Caterpillar for use by Caterpillar, its affiliates, and each of their respective licensors, services providers, suppliers, subcontractors and distributors (including Company), to provide services to you that may include remote operation, maintenance, and updates of this machine, and as described in Caterpillar's Telematics Data Privacy Statement, (available at https://www.cat.com/en_MX/support/operations/fleet-management-solutions/product-link/caterpillar-telematics-dataprivacystatement.html) and Data Governance Statement (available at https://www.cat.com/data_governance_statement). You hereby consent to use of any such data in accordance with the Telematics Data Privacy Statement and Data Governance Standard (as applicable) and grant all rights and licenses necessary for such use and for operation of the digital offering. If you wish to revoke this consent, you must do so in accordance with the Telematics Data Privacy Statement and Data Governance Standard [and also notify Yancey Bros. Co. by contacting David Hagewood: david_hagewood@yanceybros.com]. CATERPILLAR'S DIGITAL OFFERINGS ARE NOT PROVIDED BY YANCEY BROS. CO. AND YANCEY BROS. CO. SHALL NOT BE LIABLE FOR ANY DAMAGES OR LOSSES ARISING OUT OF OR IN CONNECTION WITH SUCH DIGITAL OFFERINGS. 3-14-22