



# Waukesha-Pearce Industries

12320 South Main Street, Houston, TX 77035

Phone: 713-723-1050 ~ Fax: 713-551-0799

Date: Tuesday, December 5, 2023  
Company: Webb County  
Attention: Jose A Lopez III  
Quote Number: 120523-002 VA  
Reference: Webb County Quad City Generator Equipment Revision

## BuyBoard Contract #657-21

Thank you for considering WPI for your Power Generation needs. We are pleased to offer the following bill of material based on your recent request and the above referenced project.

Generac SD60 Series Diesel Powered Generator, Generac SD50 Series Diesel Powered Generac, Generac TX Series Automatic Transfer Switches, Freight, Installation, & Startup	\$160,139.00
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Quantity 1 - Generac Industrial diesel engine-driven generator set with turbocharged 4-cylinder 4.5L engine, consisting of the following features and accessories:

- Stationary Emergency-Standby rated
- 60 kW Rating, wired for 120/240 VAC single phase, 60 Hz
- Permanent Magnet Excitation
- UL2200
- EPA Certified
- Level 1 Acoustic Enclosure, Steel
  - Industrial Grey Baked-On Powder Coat Finish
- 36" 305 Gallon Double-Wall UL142 Basetank
  - Mechanical fuel level indicator gauge
  - Electronic fuel level sender
  - Emergency Vents
- Power Zone 410 Digital Control Panel for Single Generators
  - NFPA 110 Capable
  - Temp Range -40 to 70 degrees C
  - UL6200
  - C-ETL-US
  - CE
  - 128 X 64 Graphical Display with Heater
    - Auto/Manual/Off modes
    - Optional Emergency Stop, key switch (Auto/Off/Manual) and audible alarm horn within a single add on module
    - RS-485, RS-232 and CANbus ports
    - Sensors: Oil Pressure, optional Oil Temp, Coolant Temp, Fuel Level/Pressure (where applicable), Engine Speed, DC Battery



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- Voltage, Run-time Hours, Generator Voltages, Amps, Frequency, Power, Power Factor
- Alarm Status: Low or High AC Voltage, Low or High Battery Voltage, Low or High Frequency, Pre-low or Low Oil Pressure, Pre-high or High Oil Temp (optional), Low Water Level and Temp, High, Low, and Critical-low Fuel Level/Pressure (where applicable), Overload, Overcrank, Over and Under Speed, Unit Not in Automatic
- Optional Programmable I/O module
- Engine function monitoring and control:
  - Full range standby operation; programmable auto crank, Emergency Stop (optional), Auto-Off-Manual
  - 3 Phase RMS Voltage Sensing
    - +/-0.5% digital voltage regulation with: soft-start voltage ramping - adjustable, loss of sensing protection - adjustable, negative power limit - adjustable, Hi/Lo voltage limit - adjustable, V/F slope and gain - adjustable, fault protection
- Service reminders, fault history (alarm log)
- I2T function for full generator protection
- Selectable low-speed exercise
- 2 and 3-wire start controls for any 2 or 3-wire transfer switch
- Standard MLCB, 80% rated thermal-magnetic
  - 300 Amp
- 21 Light Remote Annunciator
- Remote Emergency Stop Switch, Surface-Mount, shipped loose
- Primary MLCB, 80% rated thermal-magnetic
  - 300 Amp
  - Auxiliary Contacts, 1 Set
- Battery Charger, 10 Amp, NFPA 110 compliant, installed
- 110 AH, 925 CCA Group 31 Battery, with rack, installed
- Air Filter Restriction Indicator
- Coolant Heater, 1500W, 120VAC
- 120v GFCI and 240V Outlet
- Alternator Strip Heater
- Flush Mount Annunciator Kit
- 3 Owner's Manuals
- Standard 2-Year Limited Warranty

SD0060AG174.5D18DPSY3

Quantity 1 - TRANSFER SWITCH - TX SERIES



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- 200 Amp, 2 pole, 120/240 VAC single phase, 60 Hz, with 2-Wire Start Circuit
  - Utility Voltage Sensing Controls:
    - Adjustable Drop-out and Pick-up
    - Adjustable Utility Interrupt Delay
  - Adjustable Logic Controls:
    - Minimum Standby Voltage
    - Minimum Standby Frequency
    - Engine Warmup
    - Return to Utility
    - Engine Cooldown
    - Transfer on Exercise
- 3 Owner's Manuals
- Double Set of Form C Aux Cont
- IBC Seismic Certified
- Specific Breaker
- Withstand and Close-On Rating - 42kA Specific Breaker
- Enclosure Heater
- UL Listed 1008 by ETL
- Controller and Circuit Breaker Covers, Padlockable, Black
- NEMA 3R Enclosure
- Service Entrance Rated
- Specific Breaker
- In Phase Only Transfer
- Standard two year basic warranty
- TX301NS0200A2CH

## Quantity 1 - TRANSFER SWITCH - TX SERIES

- 300 Amp, 2 pole, 120/240 VAC single phase, 60 Hz, with 2-Wire Start Circuit
  - Utility Voltage Sensing Controls:
    - Adjustable Drop-out and Pick-up
    - Adjustable Utility Interrupt Delay
  - Adjustable Logic Controls:
    - Minimum Standby Voltage
    - Minimum Standby Frequency
    - Engine Warmup
    - Return to Utility
    - Engine Cooldown
    - Transfer on Exercise
- 3 Owner's Manuals



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- Double Set of Form C Aux Cont
- IBC Seismic Certified
- Specific Breaker
- Withstand and Close-On Rating - 65kA Specific Breaker
- Enclosure Heater
- UL Listed 1008 by ETL
- Controller and Circuit Breaker Covers, Padlockable, Black
- NEMA 3R Enclosure
- Service Entrance Rated
- Specific Breaker
- In Phase Only Transfer
- Standard two year basic warranty
- TX301NS0300A2CH

Quantity 2 – Installation

## Scope of Work: Fire Station

1. Provide electrical permit as required by local AHJ.
2. Install (1) WPI quoted Generac 200A SER NEMA 3R 120/240V 1PH Automatic Transfer Switch.
3. Install (1) WPI quoted Generac 50kw 120/240V 1PH Diesel Generator.
4. Intercept/Reroute utility power from upgraded 200A service to new WPI provided 200a ATS.
5. Furnish/Install new ATS Line Side feeder conductors and raceways from upgraded 200A service meter to new 200A ATS.
6. Furnish/Install new ATS Load side feeder conductors and raceways from new ATS to exterior Electrical Panel MLA.
7. Coordinate power outage.
8. Furnish/Install new emergency feeders and underground raceways between new 50kw Diesel Generator and new 200A ATS.
9. Provide crane service to install new Generac generators and ATS.
10. Form up new Generator pad approx. 89" L x 50" W x 6" D.
11. Install #4 rebar at 12" OCEW.
12. Pour 3000PSI concrete.
13. Furnish and install Battery Charger and Block Heater circuits to generator.
14. Furnish & install controls for new Generac provided generator.
15. Terminate all feeders and applicable control wires.
16. Make all final connections for operational system.
17. Return work area and site to meet or exceed prior condition.
18. Prepare generator and ATS for start-up.



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## Scope of Work: Constable Office

1. Provide electrical permit as required by local AHJ.
2. Install (1) WPI quoted Generac 300A SER NEMA 3R 120/240V 1PH Automatic Transfer Switch.
3. Install (1) WPI quoted Generac 70kw 120/240V 1PH Diesel Generator.
4. Intercept/Reroute utility power from upgraded 300A service to new WPI provided 300a ATS.
5. Furnish/Install new ATS Line Side feeder conductors and raceways from upgraded 300A service meter to new 300A ATS.
6. Furnish/Install new ATS Load side feeder conductors and raceways from new ATS to exterior Electrical Service Gutter System.
7. Coordinate power outage.
8. Furnish/Install new emergency feeders and underground raceways between new 70kw Diesel Generator and new 300A ATS.
9. Provide crane service to install new Generac generators and ATS.
10. Form up new Generator pad approx. 105" L x 52" W x 6" D.
11. Install #4 rebar at 12" OCEW.
12. Pour 3000PSI concrete.
13. Furnish and install Battery Charger and Block Heater circuits to generator.
14. Furnish & install controls for new Generac provided generator.
15. Terminate all feeders and applicable control wires.
16. Make all final connections for operational system.
17. Return work area and site to meet or exceed prior condition.
18. Prepare generator and ATS for start-up.

## Installation Specific Clarifications

- Assumes unrestricted access to construction area and work done during normal business hours.
- Includes electrical permit required by local AHJ.
- Excludes any Power company Energy Fees.
- Quote is based prior to any engineered drawing or project specifications.
- Does not include repair or replacement of any existing code violations.
- Fuel provide by others.
- Does not include temporary generator during cutover.
- Does not include engineered drawings if required by local AHJ. Estimated cost: \$14,500 if required by local AHJ.
- Does not include remote annunciator or remote E-stop. (WPI can quote separately)
- Excludes any bollards or vehicle crash protection. (WPI can quote separately)

## Installation Exclusions



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- Third party testing.
- Underground obstructions, rock, utilities and hazardous or contaminated materials.
- Over-excavation, compaction or replacement of unsatisfactory sub-grade soils.
- Quotation is limited to the quantity and description listed above.

Quantity 1 – WPI Standard Factory Start-Up & Warranty Registration

FOB Shipping Point

## Project Clarifications:

- Quotation based on email communication only.
- This is a revision to previous scope of work due to upgrades of electrical utility services at both buildings after equipment had been approved and ordered. WPI was not made aware of upgrades to service.
- 50kW Generator is already onsite pending installation after utility upgrades.

## Standard Clarifications:

- Cancellation policy included in WPI Terms and Conditions.
- All PO's must be submitted to [PowerGenPO@wpi.com](mailto:PowerGenPO@wpi.com) and [virgilio.aniceto@wpi.com](mailto:virgilio.aniceto@wpi.com).
- Sales Tax is NOT Included.
- All gas train accessories by others.
- Any Factory witness test expenses by others.
- Offering manufacturers standard materials of construction.
- In accordance with acceptable state laws, we may impose a surcharge on credit cards that is not greater than our cost of acceptance.
- Offering manufacturers' standard field testing, Startup & Warranty Registration unless specifically noted above only.
- Quotation is limited to the quantity and description listed above.
- External plumbing & required Primary Gas Pressure Reducing Regulator by others
- Recommended gas supply guidelines available at [www.energy.wpi.com](http://www.energy.wpi.com).
- All Fuel to be provided by others.
- All fresh air intake & exhaust piping by others for special applications done by others.
- Startup/commissioning must be done within 1 year of factory shipment.
- Responsibility of freight claims to be done by others.
- Jobsite Offloading/Setting is to be done by others.
- Installation & External Wiring is to be done by others.
- Assumes that all work will be done during Normal Business Hours (M-F 8-5)
- Manufacturers' standard literature available upon request.
- This quotation is subject to WPI Terms and Conditions.
- Roof curbs and all roof accessories by others.



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- Quotation is valid for 30 days.

**Taxable customers are subject to a 1.5% Diesel Surcharge Tax on all units 50Hp and up.**

**Current estimated lead time is 8 to 14 weeks from release to order and approved credit by WPI Credit department. All lead times are updated periodically and are subject to change.**

Best Regards,

Virgilio E. Aniceto  
New Unit Sales - Power Generation

**Waukesha-Pearce Industries**

Mobile: 956-272-2784

Email: [virgilio.aniceto@wpi.com](mailto:virgilio.aniceto@wpi.com)

[www.wpi.com](http://www.wpi.com)

Accepted:

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Print Name

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Signature

Other services available include Paralleling, Turnkey Services, Remote Monitoring Systems, Preventative Maintenance Agreements, Fuel Maintenance Services, Annual Load Testing, Multi-Purpose Docking Stations and other Power Generation Needs.

**Waukesha-Pearce Industries, Inc. (WPI)**  
**Standard Terms and Conditions of Sale**

**1. Acceptance**

All quotations offered by WPI are subject to acceptance within thirty (30) days from the quoted date.

**2. Payment Terms**

Subject to WPI Credit Department approval, WPI's payment terms are Net-30 Days from date of invoice. WPI does NOT allow for the buyer to withhold "Retainage" from final payment. In the event that WPI requires progress payments the following milestone achievements are:

- 50% upon submittal approval and release of order to the factory
- 50% upon completion of equipment, shipment from the factory and prior to delivery to customer site

**3. Cancellation or Termination**

The Buyer, only upon payment of reasonable cancellation charges related to expenses already incurred and/or commitments made by WPI, may cancel any order placed with WPI. Cancellation charges for Generac Power Systems equipment purchases are subject to the following charges:

For Orders <\$100,000 in Total Price:

- 20 weeks prior to ship date 10% of Selling Price
- 18 weeks prior to ship date 20% of Selling Price
- 16 weeks prior to ship date 30% of Selling Price
- 15 weeks prior to the ship date or less 40% of Selling Price
- Discontinued Product (Engine) No Cancellations Accepted

Non-Standard Tanks

- Special Engineering (Upon Generac SEQ Approval) Incremental 10% of Selling Price

For Orders >\$100,000 in Total Price:

- 20 Weeks Prior to Ship Date 10% of Selling Price
- 18 Weeks Prior to Ship Date 15% of Selling Price
- 16 Weeks Prior to Ship Date 20% of Selling Price
- 14 Weeks Prior to Ship Date 30% of Selling Price
- 13 Weeks Prior to Ship Date 40% of Selling Price
- 12 Weeks Prior to Ship Date 50% of Selling Price
- 10 weeks prior to the ship date or less 60% of Selling Price
- Discontinued Product (Engine) No Cancellations Accepted
- Special Engineering (Upon Generac SEQ Approval) 10% of Selling Price

Cancellation For PSTS Transfer Switch Orders:

PSTS Products <1000 Amps:

- >18 Weeks Prior to Ship Date 0% of Selling Price
- 14-18 Weeks Prior to Ship Date 25% of Selling Price
- Less than 14 Weeks Prior to Ship Date 100% of Selling Price

PSTS Products >1000 Amps:

- 13 Weeks Prior to Ship Date 0% of Selling Price
- 12-13 Weeks Prior to Ship Date 25% of Selling Price
- Less than 12 Weeks Prior to Ship Date 100% of Selling Price

Residential Products:

Cancellation of stock item products is permitted provided the cancellation request is executed by Generac sales and order entry prior to shipment. Cancellations are subject to the following fees:

- 2-4 Weeks Prior to Ship Date 2% of Selling Price
- 1 Day-2 Weeks Prior to Ship Date 5% of Selling Price

Product purchased with special engineering requirements or discontinued engines are subject to 100% cancellation charge.

**4. Change Orders**

No alterations in specifications, either for total quantity, delivery, mechanical, electrical or other details may be made without written consent of WPI and readjustment of price and estimated delivery. Change order requests are subject to the following fees and based on factory shipping windows:

- 4-6 weeks prior to ship date.....4%
- 2-3 weeks prior to ship date.....6%
- Less than 2 weeks.....No Changes Accepted

Depending on the nature and timing of the changes requested, it may be necessary to reschedule production to a later date.

**5. Taxes**

In addition to the prices stated in the quote, Buyer shall reimburse WPI for any excise, sales, diesel fuel surcharge or use tax incident to this transaction for which WPI may be liable or compelled to collect.

**6. Shipping Dates**

Any shipment date provided in the quote is approximate and is estimated based on the advised lead-times provided by the manufacturer(s) of the equipment quoted. Upon receipt of a Purchase Order from Buyer, along with complete specifications and drawings approval, if required, and after receipt of WPI's Purchase Order to the manufacturer the estimated delivery will again be advised by the manufacturer to WPI and WPI will update Buyer on the new estimated delivery. WPI shall not be liable for any loss or damage for delay or non-delivery due to the acts of civil or military authority, acts of the Buyer or by reason of Force Majeure, which shall be deemed to mean all other causes whatsoever not reasonably within the control of WPI, including, but not limited to Acts of God, war, riots or insurrection, blockades, embargoes, sabotage,



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**Standard Terms and Conditions of Sale**

epidemics, fires, strikes, lockouts or other industrial disturbances, delays of carriers, the inability to secure materials, labor shortages or manufacturing delays. Any delay resulting from any such cause shall extend shipping dates correspondingly. WPI shall in no event be liable for any special, direct or indirect or consequential damages arising from delay(s) irrespective of the reason.

**7. Shipping and Delivery Acceptance**

It is the responsibility of the buyer or the buyer's representative to inspect all equipment at time of delivery for visible or concealed freight damage. Apparent and concealed damage must be noted on the driver's delivery ticket and subsequent freight claims must be completed and filed directly with the drayage company by the Buyer. In most cases, buyer has up to 30 days to file freight claims when damage is noted with the freight carrier at time of delivery. In most cases, buyer has up to 5 days to file freight claims on damage found after equipment is delivered but not noted at time of delivery. WPI is NOT responsible for damages incurred to equipment during shipment nor is responsible for filing freight claims on damaged equipment incurred in shipment.

**8. Equipment Storage**

It is hereby understood and agreed that the customer will accept delivery of all purchased equipment within 30 days of fabrication completion. WPI may, at the customers written request, store or stage all or part of, the customers purchased equipment at one of our strategic facilities provided the customer submits an acceptable "Bill & Hold" letter to WPI Inventory Control Department. Buyer hereby agrees to pay WPI in full for all stored equipment within the terms of the contract (Net 30) otherwise the order will subject to incur storage fees of 3% of the contracted sales price per month.

**9. Indemnity**

Buyer agrees that it will indemnify and hold harmless WPI, its officers, agents and employees, from and against any and all claims, losses, damages, causes of action, suits and liabilities of every kind, including all expenses of litigation, court costs and attorney's fees, forfeiture of an oil, gas or mineral lease, damage to a producing reservoir or lease operations of lost production, denied certificate of occupancy or "Green Tag" from the local "AHJ", arising out of, or in any way connected with the failure of, or the operation of the equipment sold by WPI, unless WPI is proven in court to be 100% solely negligent in its responsibilities.

**10. Consequential Damages and Other Charges**

WPI will not be responsible or liable for any special, direct, indirect or consequential damages or for any operational interruptions or delays, production loss, or other damages or claims of whatever kind caused by or arising out of the fabrication, manufacture, sale, delivery, installation, use, breakage or performance of equipment sold or any part thereof, except only to the extent and in the manner set out in Item 12 below having to do with warranty.

**11. Performance Guarantee**

Performance is subject to manufacturer's guarantees for horsepower and capacities and is subject to de-rating for actual site conditions.

**12. Comments and Exceptions**

When Buyer's specifications are attached to or referenced in an invitation to quote, WPI makes a thorough and sincere effort to review these and provide a quote based on WPI's interpretation of the Buyer's specification. WPI's quote will clearly state what is included and what our interpretation is of Buyer's requirements. It is the Buyer's responsibility to review WPI's quote carefully and advise WPI of any discrepancies between Buyer's specification and WPI's quote. WPI's quote constitutes WPI's total offer and only those items; procedures, scope and content clearly stated in the quote are included and WPI makes no guarantee that the products quoted will meet the Buyer's specifications.

**13. Warranty**

WPI warrants that the equipment of its own fabrication shall be free from defects in design, material, workmanship and title, under normal use, service, and operating conditions, for the period of one (1) year from date of start-up or commissioning or eighteen (18) months from date of shipment. WPI's exclusive remedy for breach of this warranty shall be repair or replacement of any defective parts packaged by WPI, F.O.B. Houston, Texas. Accessories or equipment furnished by WPI, but manufactured by others, shall carry that manufacturer's warranty, which will be passed-on to Buyer. WPI shall not be liable for any repairs, replacements, or adjustments to the equipment or any costs of labor performed by the Buyer or others without WPI's prior written approval. WPI will serve the Buyer by acting as Buyer's representative in regard to warranty claims for items not manufactured by WPI. However, warranty in all cases is limited to the manufacturers' warranty. Any part(s) found to be defective will be replaced at no charge subject to each manufacturers' respective warranty policy, which WPI will administer. Any part(s) replaced that are not subsequently found to be defective by the manufacturer will be charged to the Buyer. Warranty labor for replacement or repair is on site only. Buyer is responsible for travel time, transportation and expenses to and from the closest WPI location, to the location of the subjected equipment. Should WPI travel to the location and find that the cause is not warrantable, all expenses incurred by WPI, to include travel and labor, will be billed to the Buyer at WPI's posted rates. WPI will not be responsible for crane, barge, or special transportation charges associated with warranty repairs.

**14. Literature**

WPI will provide upon request, the manufacturers standard literature. This includes Spec Sheets, Bill of Materials, Drawings, Operation and Maintenance Manuals and/or Factory Test Reports. WPI takes exception to all specification requirements & requests for non-standard factory literature.

**15. Hours of Operation**

This bid assumes all work will be done during normal business hours. Normal hours of operation for WPI are 8 am – 5 pm Monday-Friday. Any work performed outside of the normal operating hours will be billed at 1.5 times our current labor rate.

**16. Start-Up**

When factory start-up services and field testing are included as part of a quoted package it is understood that the equipment will be made available by the buyer for WPI to perform the factory services within six (6) months of shipment. Additional charges may be required for factory services performed beyond the six (6) month window. Customer has one year (365 days) from the initial ship date of a Generac generator to be started up/commissioned and filed online via GENservice. Registration will then activate the warranty start date. If the product is not started up/commissioned within the first year of the ship date, the warranty start date will revert back to the initial ship date. In addition, any product not started up in the first year must have the Long Term Preservation and Storage Procedure performed and the form completed. Forms must be submitted BEFORE the first year after the initial ship date has expired.