



Waukesha-Pearce Industries

12320 South Main Street, Houston, TX 77035

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

Date: Monday, May 20, 2024
Company: Webb County
Attention: Joe A Lopez III
Quote Number: 042924-003 VA R1
Reference: Youth Village Generator Installation-BOND UPDATE
BuyBoard Contract: 657-21
Vendor ID: 837

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.

Installation of existing Kohler generator at Webb Co. Youth Village, Generator maintenance visit, and startup	\$90,543.00
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Dear Mr. Lopez,

The following quotation is per your request and is based on your requirements at Webb County Youth Village.

We are pleased to quote the Electrical Installation on the above referenced project as per plans and specifications and specifically 0 Drawings, dated, with latest revision date with 0 Addenda, by Architect and Electrical Engineer with the following qualifications and exclusions:

Qualifications:

1. All wiring to meet the requirements of the 2020 National Electrical Code.
2. Changes in the above specifications may be made upon written agreement and extra charges will be made.
3. All agreements are contingent upon strikes, accidents, or delays beyond our control.
4. Our workers are fully covered by workman's compensation and public liability.
5. No back charges for cleanup will be accepted, unless prior notice and forty eight hours have been giving to comply.
6. This proposal is valid for thirty days.
7. Payment is due upon request, We do not Accept Pay On Pay Arrangements.

The following is an itemized estimate and description for the above referenced project.

- Provide equipment and materials to install concrete foundation for generator.
- Provide equipment and material to install Owner Provided Generator on concrete pad.
- Provide equipment and materials to install electrical underground, conduit fittings and wiring.
- Provide materials and install underground communications conduit fittings and data wiring.
- Provide materials and install electrode grounding on generator.



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Exclusions:

- Any responsibility for damages due to equipment being stored on property prior to installation.
- Utility Company Charges.
- State and local Taxes.
- Performance Bond.
- Fire, Tornado and other Necessary Insurance upon above work.
- Additional Labor Due to Project Delays.
- Damages that Occur Due to Vandals, Stolen Or by Other Subs Contractors.
- Sight Lay Out or Surveying.
- Diesel Fuel Or Other Fluids.
- Battery or Chargers.
- Annunciator Equipment.
- Programming.
- Load Testing.
- Does not include engineered drawings if required by local AHJ.
- Quote is based prior to any engineered drawing or project specifications.
- Does not include repair or replacement of any existing code violations.
- Does not include temporary generator or temporary lighting/power for power outages.
- Excludes any bollards or vehicle crash protection. (WPI can quote separately)
- Assumes unrestricted access to the construction area and work done during normal business hours. Weekends or after-hours work.

Installation Standard Exclusions

- Third party testing.
- Diagnosing of existing equipment if inoperable.
- Underground obstructions, rock, utilities and hazardous or contaminated materials.
- Over-excavation, compaction or replacement of unsatisfactory sub-grade soils.
- Utility Company Charges.
- State and local Taxes.
- Fire, Tornado and other Necessary Insurance upon above work.
- Additional Labor Due to Project Delays.
- Damages that Occur Due to Vandals, Stolen Or by Other Subs Contractors.
- Sight Lay Out or Surveying.
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- Programming.
- Load Testing.
- Quotation is limited to the quantity and description listed above.

Installation Standard Clarifications

- Price does not include any federal, state, or local sales, use, property, TERP, or exercise taxes that may be applicable.
- All freight is FOB factory, freight prepaid and allowed to jobsite.
- Manufacturer's standard literature is available.
- This is subject to WPI Terms & Conditions.
- Due to market volatility of raw commodities, WPI reserves the right to review all material pricing prior to acceptance of a purchase order or entering any contract.
- Quotation is valid for 30 days.

Project Clarifications(if equipment supplied by WPI):

- Quotation based on email communication only.
- Power metering equipment by others.
- Payment bond included.

Standard Clarifications(if equipment supplied by WPI):

- Cancellation policy included in WPI Terms and Conditions.
- All PO's must be submitted to PowerGenPO@wpi.com and 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.
- All Fuel to be provided by others.
- All fresh air intake & exhaust piping by others for special applications done by others.



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- Startup/commissioning must be done within 1 year of factory shipment.
- Coordination studies by others.
- Witness testing by others.
- 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.
- Quotation is valid for 30 days.

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



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Best Regards,

Virgilio E. Aniceto
New Unit Sales - Power Generation

Waukesha-Pearce Industries

Mobile: 956-272-2784

Email: virgilio.aniceto@wpi.com

www.wpi.com

Accepted:

Print Name

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.