

NEW GENERATOR TURN-KEY REPLACEMENT
FOR FULTON COUNTY
Public Safety

ATTEN: Obhi Gurwant
Maintenance Fulton Co.
430 Pryor Street
Atlanta, GA 30312
Cell: 404-702-5669
Date: 9-8-2021

Power And Energy Services agrees to provide the equipment and services listed below. We will provide the customer with an itemized/ written inspection report with critical readings and actions identified during installation and commissioning of new equipment with existing building. Unless otherwise indicated additional parts, and sales tax will be invoiced in addition to the pricing quoted below. **NOTE:** Demo and installation will be performed during regular business hours. If additional nights, weekends or holidays are required, there will be an additional charge. This quote is in accordance to the Terms & Conditions accompanying this document.

EQUIPMENT:

Quote Date: 9/08/2021
Quote Number: 0070382-2
Project Title: Fulton Co. Central - Medical Examiner 1
Unit Model PD150-01 Standby / Prime Emergency Stationary Standby
kWe Rating: 150 kWe
UL 2200 Listed
Fuel: Diesel
CSA Approved
EPA Certified Paint Color White
Fuel System: Diesel
Engine Model: Perkins 1106D-E70TAG2 150kW Standby Power Rating at 1800 RPM
Governor - Electronic Isochronous
Voltage: 208/120V 3 Phase 60 Hz 0.8 PF
Gen Model: Marathon 364CSL1609 12 Lead Wired 208V 3 Phase Low Wye 130°C Rise Over 27°C Ambient
Voltage Regulator: Marathon PM500 Automatic Voltage Regulator with PMG Excitation
Control Panel: Blue Star DGC-2020 Microprocessor Based Gen-Set Controller
Mounted Facing Right from Generator End (Unless Specified Otherwise)
Standard Features: Low Oil Pressure, High Coolant Temp, Overspeed, Overcrank Shutdowns
Emergency Stop Pushbutton, Audible Alarm Buzzer with Silencing Switch
Optional Features Include: Generator Protection (Undervoltage, Overvoltage, Underfrequency, Overfrequency, Overcurrent), 15 Contact Outputs, RS-485 Communications
Control Panel Options: Low Water Level Sensor with Shutdown
Unit Color: White
Enclosure: OPU (Open Power Unit - No Enclosure)
Formed Steel Base with Mounting and Lifting Holes
Includes Vibration Mounts to Isolate Unit from Base Rail
Sound Attenuation Foam: Sound Attenuation Not Included
Cooling: Unit Mounted Radiator (50°C Ambient) with Duct Flange
Oil Drain Extension: Plumbed to Bulkhead Fitting in Base

Mainline Breaker: 400 Amp 3 Pole 600 Volt Breaker Mounted & Wired in a NEMA 1 Enclosure
Jacket Water Heater: Engine Block Heater 2000W 240VAC Rated for -20°F
Heater Installed with Isolation Valves and Wired to Terminal
Air Cleaner: Dry Single Stage
Air Restrictor Indicator: Installed in Air Filtration System
Silencer: Critical Grade Compact (CPJ Series) Silencer Mounted to Engine
Battery: 12 Volt System with Rack and Cables
Battery Charger: 12 Volt 6 Amp Mounted and Wired to Terminal
Fuel Tank: No Tank - Standard Fuel Flexes
Factory Test: Standard Commercial Testing Includes:
Verification of Alarm Shutdowns, Voltage Settings, Block Loading to Rated kWe and PF
Owner's Manual: Print Copy (Qty 1), Flash Drive (Qty 1)
Warranty: 2 Year / 2000 Hour Limited
ATS: ASCO Series 300G 400amp, 3 pole.
Delivery Schedule: 22-26 Weeks (Contingent on component availability)

INSTALLATION:

Scope of Work

Base Price Includes:

1. Electrical work provided includes: Disconnection of existing generator wiring, Reconnection of existing wiring to new generator to include power, controls, house power (as required).
2. Mechanical work provided includes: Mount isolators, connect fuel piping.
3. Furnish the labor and equipment to rig, unload, and set the generator.
4. Reused existing conduit and wire for emergency generator service conduits and feeder wires and battery charger conduit and wires from the generator to the switchgear. Extend wiring as required to terminate to new generator.
5. All branch wiring between light fixtures and electrical devices to be installed with MC cable with EMT homeruns.
6. Rental generator for up to 2 weeks.
7. Disposal of old generator.

Base Price Excludes:

1. Bid bond premium.
2. Payment and performance bond premium.
3. Any electrical demolition not specifically addressed in the above inclusion section.
4. All low voltage systems, cabling, and devices not specifically addressed in the above inclusion section.
5. Utility company fees for CT cabinets, meter bases, and service connections.
6. Sheetrock cutting, removal, and patching.
7. All Painting.
8. Fire protection and/or fire caulking for existing electrical work that penetrates fire rated barriers.
9. No engineering or specifications were provided.

General and Special Conditions:

1. Our proposal price is based on the above outline scope of work. Scope of work is based on the listed set of drawings, date, and site conditions. We require that our proposal be included in any contractual obligatory documents.
2. Price based on a 40-hour Monday thru Friday construction work schedule with shutdowns quoted after hours. Price based on all work to be completed during normal straight time hours.
3. Assumptions and Work Plan is to dismantle in place existing generator and base tank to be able to remove it out of the double personnel doors. New unit is a smaller frame and we will slide it in through the double doors. Rental generator will be located at the loading dock and wiring ran to generator room (same plan used previously) or by current unit and exhaust piped out the drive ramp.

✓ **ADDITIONAL SERVICES:**

Work other than what is outlined in "Equipment" and "Installation" can be provided at additional charges. Our service charges, trip charges, parts and material and other services not included in this agreement will be billed at our standard labor rate and prices. We are available 24 hours a day 7 days a week. Work performed all day Saturday and outside of the hours of 8:00a.m. thru 5:00p.m. Monday thru Friday except holidays will be billed at time and a half the standard labor rate. Sundays and government recognized holidays labor rate will be double the standard labor rate plus any applicable mileage charges. All charges are portal to portal. Charges, prices, times, rates and dates are subject to change at our discretion without notice.

PRICING:

Equipment	\$33,008.00	
Generator - 150kw Diesel		
ATS - 400 amp ATS		
Freight + Crane + Rentals	\$21,350.00	
Freight for new unit from factory to site		
Fork Lift (for removal of existing and off-load new unit)		
Generator Rental - up to 2 weeks		
Materials	\$32,900.00	
Electrical, Fuel Piping, Duct work, Exhaust Work		
Demo, Consumables		
Labor	\$18,000.00	
Admin		
Rigging/removal and installation labor		
Startup and Testing with building		
Sub Total	\$105,258.00	
Project Totals	\$105,258.00	

AGREEMENT CUSTOMER DISCOUNTED LABOR RATES PORTAL TO PORTAL

MONDAY – FRIDAY 8AM TO 5PM	MONDAY – FRIDAY 5:01 PM TO 7:59 AM AND SATURDAY	SUNDAY & TRADITIONAL GOVERNMENT RECOGNIZED HOLIDAYS	MILEAGE
\$110.00 HR	\$157.50 HR	\$205.00 HR	\$1.50 PER MILE

ADDITIONAL NOTES, REQUESTS OR COMMENTS:

Above schedule is to be determined based on your needs. On pricing your requested work is listed first as such. If other options or services were discussed or we feel may be beneficial, they are provided on the following lines. Just check next to each you would like and enter the new total.

If there are additional options or requests we can add them in or modify our quote to fit you, just let us know. We can further customize this to your needs as necessary. Prices do not include any applicable tax.

Thank you.

P&ES AGENT **Brandon Cummings**

SITE ID# _____ BILL TO _____

CUSTOMER P.O. # _____

CUSTOMER CONTACT **Obhi Gurwant** SIGNATURE _____

TITLE **Maintenance Contact** DATE _____

1. GENERAL

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

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

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

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

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

2. SCHEDULE DATES & DELAYS

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

3. ASSIGNMENT

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

4. TAXES

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

5. INSURANCE

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

6. WARRANTY

The Company warrants that parts manufactured by the Company only and furnished under this contract, will be free of defects in material and workmanship for a period of 90 days from the date of installation, excluding transportation and installation costs (or 90 days from date of delivery if not

installed by Company), and at its option, shall either repair or replace such parts, provided the Purchaser promptly notifies the Company of defects therein, within said period. The Company makes no performance warranty and the effects of corrosion, erosion and normal wear and tear are specifically excluded from the Company's warranty. The Company makes no other warranty or representation of any kind whatsoever, expressed or implied, except that of title, and all implied warranties, including any warranty of merchantability and fitness for a particular purpose, are hereby disclaimed.

7. LIMITATION OF LIABILITY

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

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

8. NUCLEAR LIABILITY

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

9. RENTAL EQUIPMENT

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

10. PAYMENT

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

11. PROPRIETARY, COPY WRITTEN, AND CONFIDENTIAL

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

Power And Energy Services Inc.

TERMS AND CONDITIONS MAINTENANCE, REPAIR, INSTALLATION, SALES, AND RENTAL CONTRACTS