



August 20, 2023

QUOTE#QNECOSD92023AG-SDG45

Tony Larios
950 Maidu Ave.
Nevada City, CA 95959
E-Mail: Tony.Larios@nevadacountyca.gov
Phone: (530) 913-7158 cell

RE: SDG45 Trailer Generator

Thank you for the opportunity to provide pricing for the generator set and system accessories on the above referenced project. We are pleased to quote as follows:

ITEM 1: Equipment

One (1) Airman SDG45 Trailer Generator

- o Isuzu / 4LE2X Diesel Engine
- o EPA Tier4 Final, Certified
- o Water Cooled, 1800 RPM
- o Multiple Voltage Selector
- o Sound Attenuated Enclosure
- o Generator Mounted on Trailer
- o Prime Rating 31kw-36kw Standby Rating 31.1kw-39.6kw
- o 80.5 Gallon fuel tank Run time full load est 27hr
- o *Included Option: Battery Charger*

Will Call Price 150 Nardi Lane Martinez CA 94553 ----- \$37,507.20 (+tax & freight)

Freight Estimate - \$1,200.00 (estimate purpose only subject to change at time of order)

Estimate Lead Time = 1 Month

Scope of Work

- o Equipment Only

Quotation Notes:

- o Estimate lead time is TBD weeks after receipt of order & signed submittal is returned
- o Delivery time is an estimate and subject to change
- o No equipment will be ordered without written release to proceed – price changes issued by the manufacturer after quotation validity and prior to release will be passed along to the customer
- o Submittals can be provided in 2 weeks from receipt of order
- o CARB, DMV, Permits, Engineering, Termination of connections, Special Inspection, Fueling, Delivery, Training, Installation **not** included
- o Pricing is based on work being completed during regular business hours unless otherwise stated.
- o Any other work except stated above not included

Clarifications:

1. This proposal is in accordance with your verbal request. We are not responsible for any errors in sizing of equipment. Therefore, it should be reviewed by an engineer prior to purchase.
2. Upon review, additional charges may be required and thus requested, if engineering or city inspectors require changes to the initial design we've proposed.
3. OSHPD paperwork and certification are excluded. This is the responsibility of the customer.
4. **All permits must be obtained prior to installation of the equipment.**

Corporate Headquarters:

150 Nardi Lane
Martinez, California 94553
Phone 925.229.2700
Fax 925.229.2702
Contractor License #757162

Sacramento Branch:

4372 Pinell Street
Sacramento, California 95838
Phone 916.564.2622
Fax 916.564.1083

5. For Diesel Engine Generators. **Do not fuel until pressurized Tank Testing is complete** and signed off by local Hazmat authority.
 6. “Engines located on or near school grounds: New Stationary emergency standby diesel-fueled engines (>50 bhp) located on school grounds or 100m or less from a school which exists at the date the application for Permit to Construct or Permit to Operate is deemed complete, whichever is earlier shall emit diesel PM at a rate less than or equal to 0.01 g/bhp-hr” which means that a PM Filter will be necessary. If the generator is within 100 meters of a Kindergarden-12th grade school and there is not a price for a PM Filter on this quote please contact us immediately.
 7. Some local AHJ’s will require field inspections, additional testing, interconnection with a Fire Alarm system or BMS, or verifying functionality on certain components/alarms/monitoring. We are bidding to the plans and specifications provided and cannot cover any and all potential testing that may be requested by AHJ’s. We are bidding to a design spec for a project awarded based on pricing. It is the responsibility of the Consulting/Specifying Engineer to provide the required information to bid the project properly. Typically, the testing/inspection does not require attendance by a CDP technician but in certain instances it does. Please contact us with the specific requirements in writing that apply to your project (from your approved fire permit, County HazMat permit or your inspection corrections) once you have them and our Service Department can quote it accordingly
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Pricing: Valid 30-Days from date on quote. Pricing may be adjusted after submittals and air quality acceptance. Any material pricing increase of 10% or more from date of quote will result in charge order for additional material cost.

Restocking: A restocking fee of 15% will apply for cancellation after receipt of purchase order and up to 60 days prior to scheduled order shipment date. Cancellation 60 days or less before scheduled shipment date will result in full PO charges.

Storage: CD & Power will not be held responsible for damage, burglary or vandalism that may occur while equipment is stored at our facility. Storage for more than one month will result in a \$100.00/week storage fee. A secondary shipping and/or crane charge to jobsite may also apply.

Supply chain: Delays due to supply chain issues can be expected. CD & Power is not responsible for parts delay, additional cost for delay in parts for repair is at customer’s expense. Material cost increases incurred during contract period of more than 3% will be added to the cost of the project.

Please do not hesitate to give us a call with questions or concerns.

Sincerely,

Alex Grijalva
 Sales Project Coordinator
 925-229-2700 ext. 112
AlexG@gotpower.com

James Kim
 Sales Engineer
 925-229-2700 ext. 128
James@gotpower.com

Mike Sartorio
 Business Development Manager
 925-229-2700 ext. 134
MSartorio@gotpower.com

CONDITIONS OF SALE

The Terms and Conditions of Sale below constitute an Agreement between CD & Power and Customer. The provisions of this agreement supersede all prior agreements, negotiations, representations and warranties whether written, oral or otherwise, and no waiver, alteration, or modification of this agreement shall be binding unless agreed to in writing and signed by both CD & Power and customer.

QUOTATIONS are valid for thirty (30) days from the date of quotation unless agreed to in writing by CD & Power. Any material pricing increase of 10% or more from date of quote will result in charge order for additional material cost. A Quotation is not a valid acceptance of an offer to sell unless (1), a Purchase Order signed by an authorized representative of the Customer is received by CD & Power or (2), approved by CD & Power Credit Department. Equipment in stock is subject to prior sale.

A recent California Air Resources Board rule requires that a particulate trap be added to generators for jobs located at or within 100 meters of a school grades K through 12 or day care centers. If your jobsite is within these requirements we will be glad to provide you price adders for the installation of a particulate filter.

SPECIAL ORDERS - A nonrefundable deposit is required for all special order equipment and accessories. The deposit will be applied against the balance of the equipment invoice and cancellation charges, if any.

CHANGES AND MODIFICATIONS - Customer agrees to pay for any changes in scope, design or work plan from that ordered. CD & Power shall have the right to subcontract any or all work covered by the sale. Sale is non-assignable by the Customer without prior written approval of CD & Power.

TERMS - All billings are net fifteen (15) days from the date of invoice upon credit approval. Retention is not acceptable. Customers not adhering to payment terms agree to pay delinquency charges of 1.5% per month or the maximum allowable by law, whichever is greater, on the unpaid balance. If CD & Power commences an action to collect amount due the Customer agrees to reimburse CD & Power all collection costs, attorney fees and court costs.

FINAL ACCEPTANCE - Final acceptance shall occur at time of delivery. Offloading is the Customer's responsibility unless otherwise provided for. Storage and interest charges will result when equipment and accessories ready for shipment to the Customer are held in CD & Power inventory due to Customer's inability to accept delivery.

WARRANTY - All implied warranties including without limitation merchantability and fitness for a particular purpose are excluded from this Agreement. CD & Power disclaims all liability for special, incidental, and consequential damages. The only warranty for equipment sold to the Customer shall be the Manufacturer's warranty. CD & Power obligation is limited to rework or replacement of materials necessary to correct any condition of the equipment resulting from defects in material.

On stationary units, Manufacturer's warranty is not effective until Start Test is performed by CD & Power. Start and Test must be paid in advance.

RETURNED MERCHANDISE - Equipment, accessories and parts cannot be returned without CD & Power written approval. Equipment, accessories and parts must be in salable condition. Customer must pay transportation costs and restocking charge of twenty-five percent (25%) of invoice amount.

SECURITY INTEREST - CD & Power retains and Customer hereby grants CD & Power a Security Interest in equipment sold, including all accessions to and replacements of the equipment, until the Customer has made payment in full in accordance with the provisions herein. Customer shall cooperate fully with CD & Power in executing such documents as CD & Power may deem necessary for the protection of such Security Interest.

TAXES, LICENSES, PERMITS AND INSURANCE - Customer shall pay to CD & Power the amount of any sales, use, excise, duty or similar tax attributable to the sale covered hereby, whether or not included in the purchase or quotation price. CD & Power will assume no responsibility for obtaining permits or licenses other than those specifically provided for. Customer shall reimburse CD & Power for the cost of providing any insurance related rights or waivers associated with CD & Power existing insurance policies. Where taxes do not apply upon sale or resale, Customer shall provide CD & Power with appropriate exemption certificates.

Customer acknowledges that he has not relied on CD & Power skill or judgment in the selection of equipment and that any technical advice or specifications solicited regarding the equipment shall be used at Customer's own risk. Any noncertified drawings provided are descriptive in nature and not warranties of performance.

Except as expressly provided herein, the Agreement shall be governed, construed, and interpreted by the laws of the State of California. The United Nations Convention on Contracts for the International Sales of Goods (CISG) shall not apply. CD & Power elects to opt out of the CISG. Waiver by CD & Power of any breach of the Terms and Conditions of Sale included herein or on any attachment shall not be construed as a waiver of any other breach. Waiver by CD & Power of any breach must be in writing.

CUSTOMER'S REMEDIES - CD & Power shall not be in default and shall not be liable for delays by equipment manufacturers or suppliers or any other circumstances beyond CD & Power reasonable control. Customer's exclusive and sole remedy on account or in respect of any breach, or to any express or implied warranty, shall be to secure replacement. Correction of any nonconformity shall constitute complete fulfillment of all liabilities of CD & Power. CD & Power aggregate liability in any customer claim shall not, under any circumstances, exceed the payment received by CD & Power for the equipment and services furnished. CD & Power liability shall be limited to those claims arising solely from the acts of the CD & Power. CD & Power shall not be liable whether in contract or in tort or under any other legal theory for loss of revenue, use, or profit or for the cost of any labor expended. Customer agrees to indemnify, save and hold CD & Power harmless for any special, direct, indirect, incidental, accidental or consequential damages to anyone by reason of any breach of contract or of any express or implied warranty.

Payment Intervals upon Acceptance of Proposal:

50% - Mobilization/Equipment Ordered

50% - Upon Equipment Arrival @ CDP

The authorized purchaser identified below accepts this proposal and agrees, upon acceptance by CD & Power, to purchase and pay for this equipment, accessories and service in accordance with the CD & Power Conditions of Sale and Standard Terms & Conditions.

Company Name: _____

Contact Name: _____

Purchaser Authorized Signature: _____

Contact Title: _____

Date: _____

Purchase Order: _____