

6106 Milwee St., Houston, TX 77092 Ph.: 713-812-7285 PROPOSAL – 35038785

DATE: 08/15/2022 CUSTOMER NAME: City of Angleton

CUSTOMER PHONE: Emergency Management Coordinator, Glenn LaMont

979-849-4364 ext. 2137, 979-900-5370 cell

CUSTOMER EMAIL glamont@angleton.tx.us

BILLING ADDRESS: City of Angleton 121 S. Velasco St., Angleton, TX 77515

JOB ADDRESS: City of Angleton 121 S. Velasco St., Angleton, TX 77515

SCOPE OF WORK

EQUIPMENT PURCHASE WITH DELIVERY

QTY. (2)

Quantity 2 - Generac Mobile diesel engine-driven generator set MDG175DF4, consisting of the following features and accessories:

- Trailered Unit
- 175KVA Rating, 60Hz
- 3-Position Voltage Selector Switch
 - o 277/480VAC Three Phase
 - o 120/208VAC Three Phase
 - o 120/240VAC Single Phase
- Prime Duty Rating
- CSA
- Variable Speed Cooling Fan
- Standard Run Single Wall Tank
- Tandem Axle
- Surge Brakes
- 3 in. Pintle Ring Adjustable
- Trailer Adapter, Flat 4 to Round 7 Spade
- 3-Position Phase Selector Switch
- MDG175DF4

ORGANIZATION:

• Price includes manufacturer's Standard Factory Warranty.

Subtotal	\$185,546.43
Sales Tax	\$ 0.00 (TAX EXEMPT)
Total	\$185,546.43

Payment Schedule:	Enter %	Pymt Amt
NET 30 DAYS FROM RECEIPT OF		
EQUIPMENT	100.00%	\$185,546.43
Total Billing	100.00%	\$185,546.43

Taxable customers are subject to 1.5% diesel surcharge tax on diesel units 50 HP and up. Sales Tax not included in the total including the 1.5% Diesel Surcharge Tax.

EXCLUSIONS:

- Fuel provided by others.
- Offloading by others.

NOTES:

- It is incumbent upon the Owner to properly maintain the generators per the manufacturers recommendation for the generators to perform as intended.
- Requested alterations or changes to the "Scope of Work" require a signed and executed "Work Change Order" prior to any modifications.
- This "Proposal" is valid for 15 days from date of submission.

ACCEPTANCE OF PROPOSAL:

- The "Proposal" prices and conditions are satisfactory and are hereby accepted.
- Generators of Houston is authorized to begin work.
- Payment will be made as outlined above.
- Customer has read and agrees to "Terms and Conditions" attached to this "Proposal".

GENRG Power Solutions, LLC dba Generators of Houston	
Customer	

TERMS AND CONDITIONS

WORK HOURS:

- This Proposal provides for work to be performed during "normal" business hours defined as Monday thru Friday from 8am to 5pm and excluding Federal holidays.
- Any required work performed outside of "normal" business hours will be an additional charge and is excluded from this Proposal unless expressly included in the Scope.

ALTERATIONS:

 No alterations or changes in "Scope of Work" or equipment specifications may be made without written consent by Customer and Generators of Houston thru a properly executed "Work Change Order".

CANCELLATION/TERMINATION:

 Contract may be terminated by Customer only upon payment of cancellation charges which include but not limited to: cost for any materials or equipment purchased or ordered, costs to bid the project, mobilization and demobilization costs, anticipated profit on the project, costs for work performed but not paid, overhead costs and winding-down costs. Any allegations or claims by Customer must be made in writing and Generators of Houston requires up to 60 days from date received to address any valid issue.

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

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

<u>Change Orders:</u> No alterations in specifications, either for total quantity, delivery, mechanical, electrical or other details may be made without written consent of Generators of Houston 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

SHIPPING DATES:

- Any shipment date given is approximate. Generators of Houston will not be liable for any loss or damage for delays or non-delivery due to acts of civil or military action, acts of the Customer, for reasons of force majeure, inability to secure materials or equipment. Any delay resulting from such causes shall extent the delivery and installation date accordingly.
- Generators of Houston shall not be liable for special, direct, indirect or consequential damages that may or may not arise from delays, irrespective of the reason.
- Receipt of the equipment by Customer shall constitute acceptance of delivery and waiver of any claims due to delays.

ESCALLATION CLAUSE:

This Proposal is based upon the current Manufactures Equipment quote. The lead time for delivery of the Equipment is 6 - 7 months from the date of Customer acceptance. The Customer is aware that the equipment in this Proposal is subject to price increases at the Manufactures sole discretion. Any price increase on the Equipment from the Manufacturer to Generators of Houston will result in the same percentage increase from Generators of Houston to the Customer and the Customer hereby agrees to pay for this increase provided Generators of Houston delivers in writing a detail of the price increase from the Manufacturer.

WARRANTY:

• Equipment comes with the Manufactures standard one year, 2000-hour warranty.

Generator of Houston is the authorized manufacturer's warranty and service provider for the quoted equipment.

 All other warranties, expressed or implied, including the warranty of merchantability and fitness for a particular purpose are hereby excluded.

<u>MAINTENANCE:</u> It is imperative that the equipment is maintained per the manufacturer's documented schedule in the Operation and Maintenance Manual. Failure to properly maintain the generators will cause the units to not perform as designed and may void any warranty.

Sincerely,

Misty Velasquez

713-485-8925 (direct)
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Houston TX. 77092
Misty.Velasquez@generatorsofhouston.com
www.generatorsofhouston.com

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