



Waukesha-Pearce Industries, LLC

12320 South Main Street, Houston, TX 77035

Phone: 713-551-0330 ~ Fax: 713-551-0799

Texas License# 34010

Date: Monday, March 17, 2025
Company: WPI
Attention: Matt Zilles
Re: Backup Power Generator and ATS
Quote Number: 031725-AL001

Dear Matt,

The following quotation is per your request and is based on your requirements for the City of Hutchins TX City Hall.

Proposal is based on scope of work provided. Pricing is subject to change according to the city or county comments and final approved electrical drawings if required.

Scope of Work:

1. Install (1) Generac 400kW 120/208V 3PH Natural Gas Generator with the following options:
 - a. (1) 1200A MLCB
 - b. (1) Estop Pushbutton
 - c. Standard Weather Enclosure
2. Install (1) customer provided 1200A 120/208V 4Pole Automatic Transfer Switch with the following options:
 - a. NEMA 3R Enclosure
 - b. Service Entrance Rated
3. Furnish and install 1,200amps of feeder conductors from utility transformer to ATS utilizing customer provided underground raceways.
4. Furnish and install 1,200amps of feeder conductors from ATS to building MDP utilizing customer provided underground raceways. (Length not to exceed 105ft)
5. Furnish and install 1,200amps of feeder conductors from generator and ATS utilizing customer provided underground raceways. (Length no to exceed 425ft)
6. Power shutdown estimated to be 3days to install new 1200A Automatic Transfer Switch. (Temporary generator not included)
7. Furnish and install fuel supply line and secondary generator gas regulator. (not to exceed 25ft)
8. Relocate gas riser stub up from the generators electrical stub up location to outside of concrete pad. (not to exceed 10ft)
9. Furnish and install Battery Charger and Block Heater circuits to generator utilizing customer provided underground raceways.



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10. Furnish & install controls for new Generator utilizing customer provided underground raceways.
11. Provide crane service to install new 400kw generator. Set onto customer provided generator pad.
12. Provide and install (1) E-stop pushbutton on exterior of generator.
13. Terminate all feeders and applicable control wires.
14. Make all final connections for operational system.
15. Return work area and site to meet or exceed prior conditions.

Total Proposal:

\$259,863.00

Project Clarifications

- Proposal is based on verbal specifications provided by customer. No other information was provided for consideration in this proposal. Compliance with any other specification section(s) or drawing(s) is specifically excluded including those incorporated by reference.
- Proposal is based on customer provided drawing E-001 (Red lined).
- Includes delivery, offloading and installation.
- Includes building, electrical, and plumbing permits if required by local AHJ.
- Includes E-stop and installation.
- Customer is responsible for all costs associated with natural gas meter upgrades or modifications.
- Customer is responsible for all costs associated with the new natural gas line and meter needed to accommodate the new generator proposed.

Assumptions/Exclusions

- Assumes all customer provided conduits are intact and undamaged. Any damaged conduits that cause delays on installation will result in a change order at the customers expense.
- Assumes wire lengths provided by the customer are accurate. Any additional footage that exceeds the footage provided will result in a change order at the customers expense.
- Does not include any modifications to customer provided underground conduits and assumes underground stub up conduits are installed to fit in equipment stub up access areas.
- Does not include engineered drawings if required by local AHJ. (WPI can quote separately)
- Does not include any utility fees, gas or electrical meter upgrades and assumes existing natural gas service has sufficient pressure and volume.



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- 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)
- Does not include remote annunciator. (WPI can quote separately)
- Assumes unrestricted access to the construction area and work done during normal business hours. Weekends or after-hours work.

Standard Exclusions

- 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.

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.
- All work to be done in accordance with any seed and local code requirements.
- Wage scaling not included.
- Startup and customer training is by others.
- 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.

Best Regards,

Arthur Lopez

Power-Generation

Waukesha-Pearce Industries, LLC

Cell: (832) 457-8828

Email: arthur.lopez@wpi.com

Waukesha-Pearce Industries, LLC. (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.

If WPI requires progress payments the following milestone achievements are:

- 50% upon submittal approval and notice to proceed
- 35% upon completion of construction and installation
- 15% upon completion of site QA inspection and acceptance of work performed

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 time and materials along with equipment purchases are subject to the following charges:

- 8+ weeks prior to completion date.....25%
- 6-8 weeks prior to completion date.....40%
- 4-6 weeks prior to completion date.....50%
- 2-4 weeks prior to completion date.....75%
- At scheduled completion date.....100%

Product purchased with special engineering requirements or non-returnable materials are subject to 100% cancellation charge.

4. Change Orders

No alterations in specifications, either for total quantity, delivery, mechanical, electrical, construction time and materials or other details may be made without written consent of WPI and readjustment of price and estimated delivery. Change order requests are subject to additional fees and may be subject to alteration of construction, materials and equipment lead times.

Depending on the nature and timing of the changes requested, it may be necessary to reschedule project completion 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 equipment lead times and construction start or completion dates provided in the quote is approximate and is estimated based on the advised lead-times provided by the manufacturer(s) of the equipment quoted or vendors providing materials. 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 or material vendors, the estimated delivery will again be advised to WPI and WPI will update Buyer on the new estimated lead times. 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, 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. 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

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Standard Terms and Conditions of Sale

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 or materials sold by WPI, unless WPI is proven in court to be 100% solely negligent in its responsibilities.

9. 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 or materials 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.

10. Performance Guarantee

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

11. 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 including all clarifications 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 or services quoted will meet the Buyer's specifications.

12. 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 (90) days from date of project completion or commissioning. All work performed by WPI electrical department will be completed in a workmanlike manner according to standard practices. All workmanship will be warranted for (90) days from date of completion of work and/or acceptance by customer. WPI's exclusive remedy for breach of these warranties shall be repair or replacement of any defective parts packaged by WPI, F.O.B. Houston, Texas or remedy of workmanship not meeting standard practices. 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 regarding 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 project. 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, equipment rental or special transportation charges associated with warranty repairs.

13. 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.

14. Hours of Operation

This proposal 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.

15. 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 generator to be started up/commissioned and filed. 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 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.